

REQUEST FOR INTERESTED LESSEES

**Equine Training Center
Benton County Facilities
7122 W. Okanogan Place
Kennewick, WA 99336**

ISSUED BY: Dean Docken, Benton County Facilities
SUBMIT TO: Dean Docken, Benton County Facilities
7122 W. Okanogan Pl
Kennewick, WA 99336
Email: dean.docken@co.benton.wa.us

PROPOSALS DUE BY: Friday, December 19th, 2014

PROJECT DESCRIPTION:

The lease of real property and improvements thereto of what has commonly been referred to as the “South of the Rail” portion of the Benton County Fairgrounds including the Sundowns Racetrack and Grandstands, horse stalls and RV hookups adjacent to the horse stall area (attached as Exhibit A) for the purposes of permitting Lessee to operate a horse training and special event facility. Lessee shall be responsible for supplying all equipment and manpower sufficient to maintain the track and facility and for the removal of waste material.

Proposals for the monthly lease payment shall begin at \$2,000.00 per month plus utilities (average for last 9 month cycle \$1,676.93/mo). The first month’s lease payment, a damage deposit of \$2,500.00 and a surety bond in the amount of \$33,093.00 (based on estimated one year total) will be due at signing.

The lease shall run for nine (9) non consecutive months from January 1st until June 30th and resume October 1st through December 31st of each year.

Insurance

Lessee will be required to submit proof of insurance showing the following requirements with proposal. The contractor shall obtain and maintain continuously, the following insurance:

- a) **General Liability Insurance.** Lessee agrees to procure, at its expense, commercial general liability insurance with a limit in the sum of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury or death of any one person and property damage, and Four Million Dollars (\$4,000,000) in the aggregate for bodily injury to or death of any number of persons and property damage, which shall name Lessee and Lessor as insured and additional insured against any and all liability with respect to the Leased Facilities or arising out of the maintenance, use or occupancy of the same and shall remain in effect during the term of this

Lease Agreement. Said policy shall insure against injuries caused by animals other than those involved in rodeo events. Lessee shall also maintain during the term of this Lease Agreement non-profit director and officer/errors and omission insurance with a limit in the sum of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate.

- b) **Vendor/Exhibitor Liability Insurance.** Lessee agrees to not allow any food vendors or any other vendors or exhibitors that will provide any food to the public on the Leased Facilities that do not have commercial general liability insurance covering bodily injury or death (wherever occurring) due to their actions and products and that names Lessee and Lessor as additional insureds. The minimum limits of such insurance shall be: Products-Completed Operations Aggregate Limit of Five Million Dollars (\$5,000,000); General Aggregate Limit of Two Million Dollars (\$2,000,000); Personal and Advertising Injury Limit of One Million Dollars (\$1,000,000); and Each Occurrence Limit of One Million Dollars (\$1,000,000). Said vendors and exhibitors shall also be required to maintain general liability insurance in the minimum amount of Three Hundred Thousand Dollars (\$300,000) for property damages.

Lessee further agrees not to allow any non-food vendors or exhibitors' on the Leased Facilities that do not have commercial general liability insurance covering bodily injury or death (wherever occurring) due to their actions and products and that names Lessee and Lessor as additional insureds. The minimum limits of such insurance shall be: Products - Completed Operations Aggregate Limit of One Million Dollars (\$1,000,000); General Aggregate Limit of One Million Dollars (\$1,000,000); Each Occurrence Limit of One Million Dollars (\$1,000,000) for bodily injury or death coverage; and Three Hundred Thousand (\$300,000) for property damages.

- c) **Other Liability Insurance.** Lessee shall, at its expense or the expense of third parties, ensure that during the term of this Lease Agreement a policy or policies of commercial general insurance are in effect with individual limits of not less than Three Million Dollars (\$3,000,000) for injury or death to any one person and Three Million Dollars (\$3,000,000) for injury to or death of any number of persons in one occurrence, with such amounts available to insure against any and all liability of Lessor and Lessee with respect to any of the following activities occurring on the Leased Facilities during the term of this Lease Agreement: liability related to the consumption of alcohol at the Leased Facilities; liability due to injury or death occurring during or as a result of rodeo events and related livestock; automobile or motorcycle racing; demolition derby events; amusement park and carnival type rides and events; and police/professional liability for security and any other such professional services. Lessee shall also ensure such coverage is in place with similar limits, naming Lessor and Lessee as additional insureds, for any additional activities on the Leased Facilities during the term of this Lease agreement that are excluded from Lessor's general liability insurance policy then in effect. In order to assess compliance with this subsection, Lessee shall provide to the Benton County Risk Manager at least thirty (30) days prior to the effective date of any contract, a list of all persons or entities with which Lessee has or will contract with for the term of this Lease Agreement that will organize, operate, supervise or provide any of the activities identified in this subsection, and, if requested, copies of such contracts.

d) **Automobile Liability.** LESSEE shall procure and maintain business automobile liability insurance to cover the actions of: any driver operating a vehicle on LESSOR's property where the vehicle is wholly or partially owned or leased by LESSEE, or any employee or board member of LESSEE operating any vehicle on business related to LESSEE's operation of the EVENTS. Such insurance policy shall have a liability limit of no less than \$1,000,000 per incident. LESSEE waives any right to recover against LESSOR any amount, which is covered by such insurance policy. LESSEE shall notify LESSOR as soon as possible, and under no circumstances with less than 28 days notice, of any intent by LESSEE's insurance carrier to cancel this policy. LESSEE shall not undertake to cancel this policy unless an alternate policy, which meets the required criteria, is to be substituted, with no lapse in coverage.

Furthermore, LESSEE shall ensure that all persons who operate any form of motor vehicle on LESSOR's property on behalf of LESSEE, at the direction of LESSEE, or for LESSEE's convenience possess automobile insurance with liability limits no less than required by Washington State law.

If the Lessee maintains higher limits than the minimums shown above, the Lessor requires and shall be entitled to coverage for the higher limits maintained.

Lessee shall, within ten (10) days of Lessor's request, provide Lessor copies of or access to all contracts entered into with respect to activities and events, to allow Lessor to assess compliance with this section and any other section of this Lease Agreement.

This document and the materials enclosed herewith constitute an invitation to offer to lease and operate the horse training and special event facility only and does not represent an offer by Benton County. Only upon the county's acceptance of such offer by interview and review of references, shall any contractual commitment be created.

Interested parties shall submit a letter of interest, a minimum of three (3) references, and show their compliance with the county's requirements. Any additional features promoted by the interested party should emphasize the benefits, but also address the impact of such features on the proposal.

Should any discrepancies or omissions be found in the request, or questions as to their meaning, the party should at once notify Dean Docken, telephone at (509) 222-3722 or by e-mail at dean.docken@co.benton.wa.us. Written notice of changes or clarification to this RFP will be sent to all when required. The county shall not be held responsible for verbal interpretations.

Authorized Signature and Title for Contractor

EXHIBIT "A"

LEGAL DESCRIPTION FOR 1-0880-200-0009-003:

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER SECTION 08, TOWNSHIP 08 NORTH, RANGE 30 EAST, OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 08; THENCE ALONG THE WEST LINE OF SAID SECTION SOUTH 00°54'19" WEST 40 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF EAST 10TH AVENUE; THENCE SOUTH 00°54'19" WEST 1400.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 62°29'12" EAST 393.17 FEET; THENCE NORTH 72°58'07" EAST 164.72 FEET; THENCE NORTH 47°27'47" EAST 1110.46 FEET TO A POINT WHICH IS 60 FEET FROM AND PERPENDICULAR TO THE SOUTHWESTERLY RIGHT OF WAY MARGIN OF COLUMBIA IRRIGATION DISTRICT LATERAL NO. 2; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN SOUTH 45°33'48" EAST 48.93 FEET TO THE EAST LINE OF SAID WEST HALF; THENCE ALONG THE SAID EAST LINE SOUTH 00°48'45" WEST 2181.54 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 08; THENCE ALONG SAID SOUTH LINE NORTH 89°37'49" WEST 841.74 FEET TO THE NORTHEASTERLY RIGHT OF WAY MARGIN OF COLUMBIA IRRIGATION DISTRICT'S LATERAL NO. 1 WHICH IS ON A CURVE WITH A RADIUS POINT WHICH BEARS SOUTH 86°45'05" WEST 467.72 FEET; THENCE ALONG SAID RIGHT OF WAY MARGIN AND SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 122.87 FEET; THENCE NORTH 16°22'35" WEST 115.02 FEET TO A NON-TANGENT CURVE WITH A RADIUS POINT WHICH BEARS SOUTH 75°31'37" WEST 289.66 FEET; THENCE ALONG SAID CURVE TO THE LEFT, FOR AN ARC DISTANCE OF 233.25 FEET; THENCE NORTH 56°43'41" WEST 242.46 FEET; THENCE NORTH 61°00'23" WEST 55.77 FEET; THENCE NORTH 64°17'42" WEST 39.14 FEET TO THE CALCULATED POSITION OF THE NORTHEASTERLY RIGHT-OF-WAY MARGIN OF FAIRWAY DRIVE; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY MARGIN OF FAIRWAY DRIVE NORTH 04°22'25" WEST 56.96 FEET TO A 113.19 FOOT RADIUS NON-TANGENT CURVE WITH A RADIUS POINT WHICH BEARS SOUTH 81°46'33" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHEASTERLY RIGHT-OF-WAY MARGIN, TO THE LEFT FOR AN ARC DISTANCE OF 35.98 FEET TOT THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE ALONG SAID WEST LINE NORTH 00°54'19" EAST 550.89 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 46.64 ACRES, TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF RECORD AND IN VIEW. (AF#2013-025493,07/24/2013, SURVEY #4423) AND (QCD 2013-026572, 07/31/2013).