

LOCATION. LOCATION. LOCATION!

How To Find the Perfect Spot for Your Haunted Attraction

Brian  Foreman

HOW TO FIND THE PERFECT LOCATION FOR YOUR HAUNT

- What type of haunt do you want to be?
- Research your area & market
- Find a location
- Lease or Buy?
- Codes & Permits
- Insurance
- Getting it done
- Haunting your fairgrounds



HOW TO FIND THE PERFECT LOCATION FOR YOUR HAUNT

- The video recording
- The audio recording
- Lease Agreement download
- Insurance Form download
- ICC IBC & NFPA 101 downloads
- PDF download of presentation
- Q & A
- Bonus with Ryan Allen



WHAT TYPE OF HAUNT DO YOU WANT TO BE?

- Outdoor attraction? Haunted trail, haunted hayride, old house with barns/outbuildings, corn maze
- Indoor Attraction? Warehouse, hospital, building, old prison, mall, permanent trailers
- Other: Tents & mobile trailers



WHAT TYPE OF HAUNT DO YOU WANT TO BE?

Indoor Attraction

- Can work on it anytime
- Less rain/snow days
- Easier on the staff
- Easier to manage
- Limited by the space
- Requires more detail & plans
- Possibly more codes/permits
- More costs involved



WHAT TYPE OF HAUNT DO YOU WANT TO BE?

Outdoor Attraction

- More flexibility in design
- Less building codes
- Creepy ambient environment
- Less start up cost
- Can't work on it in bad weather
- More snow/rain days
- Harder to manage
- Harder to find



WHAT TYPE OF HAUNT DO YOU WANT TO BE?

Tents or Trailers

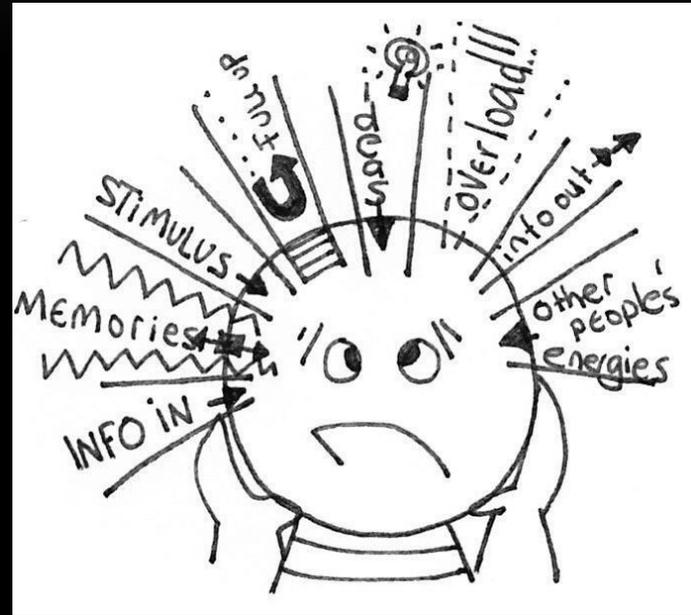
- Temporary and movable
- Easier building codes
- Less start up cost
- Can work on trailers all year
- Still must find a location
- More snow/rain days
- Limited on design concepts
- Tents exposed to weather



WHAT TYPE OF HAUNT DO YOU WANT TO BE?

Things to Think About

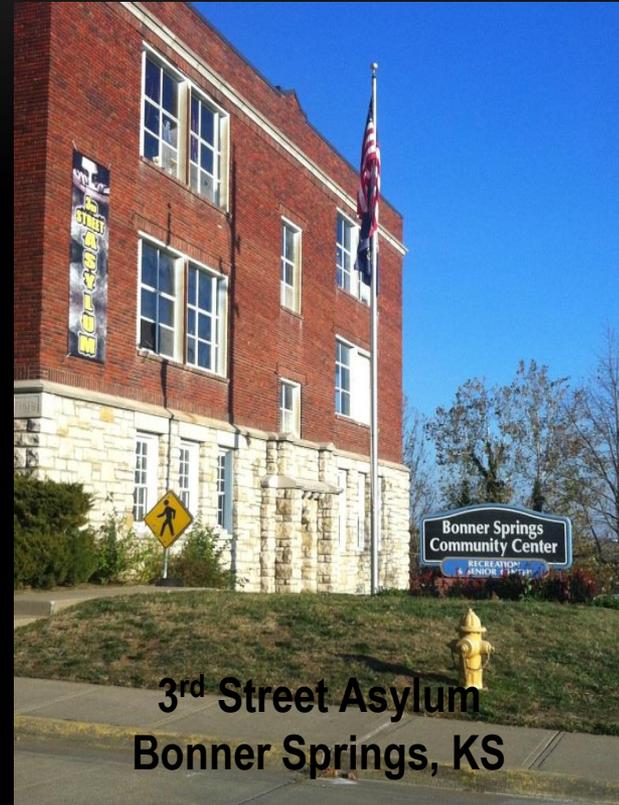
- How much money do you have?
- What is the vision for your Haunt?
- What's your theme or backstory?
- Permanent or Temporary?
- Enough room to grow and for parking?
- Parents feel safe leaving kids?
- Where do you want to work?



WHAT TYPE OF HAUNT DO YOU WANT TO BE?

Create a Vision for Your Haunt

- What do you want your Haunt to be in 3-5 years?
- Do you have enough space to grow the way you want?
- Room for other attractions, parking, makeup & staff rooms, queue line areas, concessions?
- Does your theme and location match your overall vision?

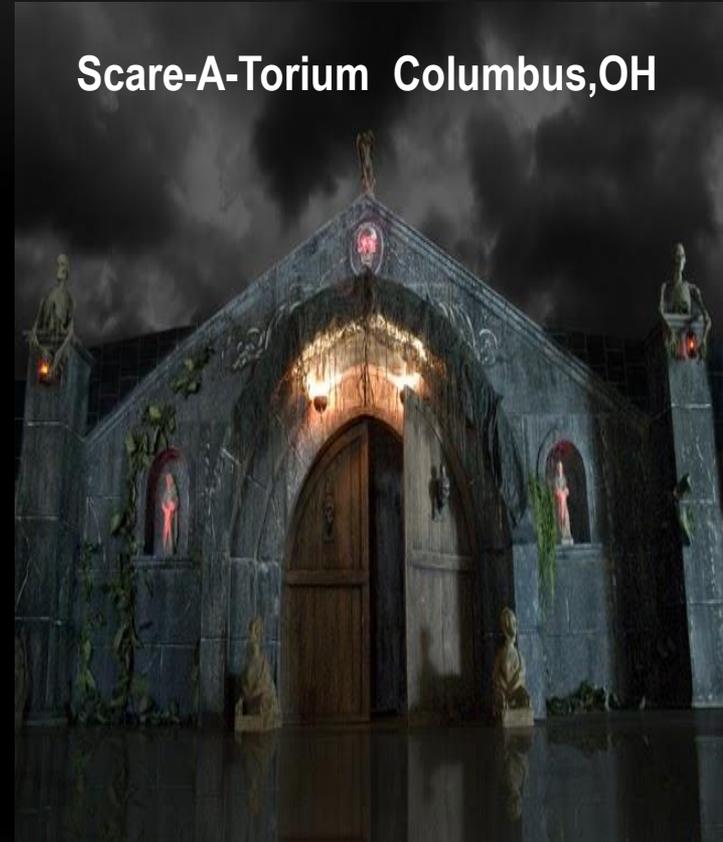


RESEARCH YOUR AREA AND TARGET MARKET

“The more information you have about your location the better”

- Is it easy to find/explain directions?
- Is it close to a major highway?
- Colleges/High Schools nearby?
- Will employees be easy to find?
- How will the employees get there?
- Off site parking?
- Are there other Haunts around?
- Did they make it? Why or why not?

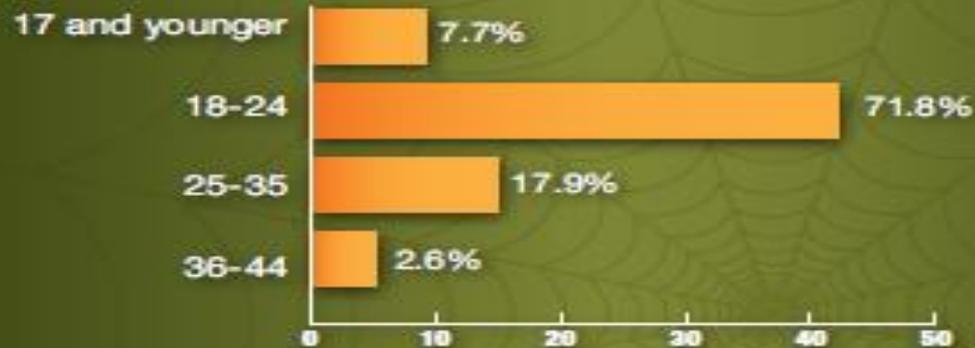
Scare-A-Torium Columbus,OH



RESEARCH YOUR AREA AND TARGET MARKET

Who is paying to come to your attraction?

FIGURE 3
WHAT IS THE AVERAGE AGE OF YOUR STRONGEST DEMOGRAPHIC?



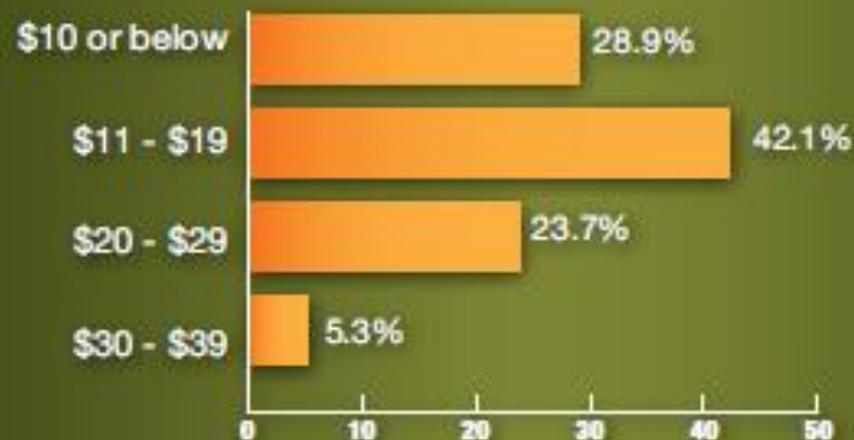
Selling Halloween Industry Report

RESEARCH YOUR AREA AND TARGET MARKET

How much are they paying to come to your attraction?

Selling Halloween Industry Report

FIGURE 2
WHAT IS THE AVERAGE COST OF AN ADULT TICKET?



RESEARCH YOUR AREA AND TARGET MARKET

Where to find information

- Your local Assessor's Office
- www.factfinder.census.gov
- www.census.gov
- www.sba.gov

- Research age & income.
- Research other attractions & events in your area



FIND A LOCATION



FIND A LOCATION

Where to look?

- Craigslist & local ad papers
- Commercial real estate agent
- Haunt forums & groups
- Drive or walk around your area
- Estate auctions & sales
- Ask friends & family
- County assessor & collector
- Social media...reach out



FIND A LOCATION

County Assessor & Collector

- Find a vacant property
- Your County Assessor should have records on every property owner in your area.
- Some have a free website open to the general public.
- Some will give you the owner's name & current information for a fee
- Your County Collector also deals in forfeit property that you can buy



FIND A LOCATION

My Assessor's Website: www.beacon.schneidercorp.com (ESRI.com)

GIS: Geographic Information System



The screenshot shows the Beacon website interface. At the top left is the Beacon logo with the text "Local Government GIS for the Web". To the right are three links: "> View Demo Videos", "> How to use this Site", and "> Visit beacon™ Product Website". Below the logo are two dropdown menus: "Missouri" and "Audrain County, MO". There are three radio buttons: "Property Search", "View Map" (which is selected), and "Make Default". A red link "Click to View Site Terms and Agreements" is below the radio buttons, followed by an "Enter" button. In the bottom left, there is an "Announcements" section with a yellow warning icon and the text: "We are working to correct possible parcel layer discrepancies due to a hardware malfunction". On the right side of the interface is a large monitor displaying a GIS map with a yellow rectangle highlighting a specific area. The monitor also shows a sidebar with various data fields and a search bar. At the bottom left of the page is the copyright notice "©2015 | Disclaimer | Version 4.0.10694.0127". At the bottom right is the Schneider logo and the text "developed by The Schneider Corporation".

Missouri

Audrain County, MO

Property Search

View Map

Make Default

[Click to View Site Terms and Agreements](#)

Enter

Announcements:

⚠ We are working to correct possible parcel layer discrepancies due to a hardware malfunction

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Schneider developed by The Schneider Corporation

FIND A LOCATION

beaconTM Audrain County, MO

Map Search Results Parcel Report

Overview Map Map Map tip hover mode

Layer List | Legend

- Survey Townships
- Political Townships
- Corporate Limits
- DOT Bridges
- Subdivisions
- Sections
- Quarters
- Quarter-Quarters
- Blocks
- Lots
- Corners
- Parcel Numbers
- Parcels i
- Roads
- County Hwy Labels
- State Hwy Labels
- Federal Hwy Labels
- Right-of-Way
- Railroads
- Contours
- Imagery
- 2012 Imagery

18-9-31-0-000-020

50 ft

POWERED BY **esri**

1824327.02, 1212171.04

FIND A LOCATION

Use Google, Search Engines, & other online databases

land parcel search

Web Shopping Maps News Videos More ▾ Search tools

About 37,900,000 results (0.28 seconds)

Michigan Land Bank - Search for Property - State of Michigan
www.michigan.gov/landbank/0,3190,7-298-51746--,00.html ▾ Michigan ▾
Michigan Land Bank | Treasury - Search for Property. ... The Michigan Land Bank provides the information on this Web site as a public service. All information on ...

Property Searches - State of California
www.ca.gov/OnlineServices/OS_Consumers_propsearch.html ▾ California ▾
Online Services for Parcel maps, property assesment and tax information by ... Passes, tickets, sales and auctions, bonds, excess lands, surplus property, ...

Parcel Information Search - Spokane County
www.spokanecounty.org ▾ County Index ▾
We are pleased to give you online access to the Assessor's Office and Treasurer's Office property tax and valuation information. While we make every effort to ...

ASLD Parcels
gis.azland.gov/ ▾
Results display in a pop-up window. Please disable all pop-up blockers. ▾. <. >. Help x
TRS Zoom Tool x KE Zoom Tool x Help x

FIND A LOCATION

Things to think about

- Is it commercially zoned for a business?
- Does it have enough parking?
- Permits/licenses/insurance?
- Easy to find or give directions?
- Building codes and fire safety
- Easy to maintain & keep safe
- Lease or Buy?



LEASE OR BUY?



LEASE OR BUY?

Lease

VS

Buy

- You can test out your market
 - Less upfront costs (no mortgage)
 - Short-term(st) lease options
 - You can experiment with locations
 - Might be responsible for other cost
 - You have to take it all down (st)
 - You can't be open all year (st)
 - You might be kicked out
- You can stay in the same spot
 - A mortgage (you own it)
 - No short-term lease option
 - Must work around the location
 - You know all the costs
 - You can work on it all year
 - Valentine's day, Friday 13th, etc
 - It's yours. You own it.

LEASE OR BUY?

Leasing Legal Terms You Might Come Across

- **Escalation Clause:** allows the landlord to increase the rent in the future to reflect changes in expenses paid by the landlord
- **Net Lease:** you will pay for other building operating costs such as property taxes, insurance, repairs, utilities, etc. in addition to your rent.
- **Letter Of Intent:** This is an informal and preliminary agreement between the tenant and the landlord indicating intent to move forward with negotiations. Always consult your legal counsel before signing any Letter of Intent.
- **Full Service Rent:** “all-inclusive” rent that includes operating expenses and real estate taxes for the first year. Still responsible for any increase in operating expenses over the base year amount.
- **Gross Lease:** flat sum for rent, covering all landlord-paid expenses, including taxes, insurance, maintenance, utilities, etc.
- **Non-Compete Clause:** This clause prevents the landlord from leasing any other premises on the development to a direct competitor of yours or another tenant operating the same type of business.

LEASE OR BUY?

Leasing Tips

- Contact a Real Estate Lawyer
- Contact a Real Estate Broker
- Watch for hidden fees
- Ask what you are responsible for. (insurance, upkeep, repairs)
- Read your lease carefully
- Negotiate the length of the lease
- Know your rights & clauses
- Hire a real estate attorney



LEASE OR BUY?

Agreements with the property owners (Terror Behind the Walls)

A certificate of insurance in the amount of \$1,000,000, naming "Eastern State Penitentiary Historic Site, Inc." and "City of Philadelphia" additionally insured is required. In addition, any entity that comes onto the premises for the event must also provide ESPHS a certificate naming "Eastern State Penitentiary Historic Site, Inc." and "City of Philadelphia" additionally insured.

All setup work at Eastern State must be completely reversible. The crew may not nail into or damage any existing materials or structure without approval from the historic site staff and from the City of Philadelphia Historical Commission. This prohibition includes, but is not limited to:

- Nailing or driving screws into any surface.
- Placing tape on any painted surface.
- Painting (intentionally or unintentionally) any surface.

Smoking is prohibited anywhere on the property, **including** exterior spaces within the complex. All members of the crew must leave the property to smoke. Crew members may not wander outside event areas. Crew members may not bring guests onto the property without prior permission. Crew members must store all flammable material (gasoline, etc.) outside the building. Crew members may not remove any materials from the historic site that were not brought in by the contractor, including trash, rubble, artifacts, or souvenirs.

There can be no nudity, semi-nudity, or sexually explicit images photographed or filmed at Eastern State Penitentiary.

LEASE OR BUY?

Lease Proposal When You Are Ready

(inspired by the book *So You Want to Be a Hauntrepreneur?*)

Lease Proposal for Haunted Attraction

January 2, 2015

Business Name & Date ScaryVisions LLC
1720 Cherry St.
Mexico,MO 65265

Property Manager,

Time period & conditions This document will serve as a contract for a temporary lease for the period between September 1st and November 15th of 2015 to build and operate a seasonal attraction. I will be leasing the 145'x85' warehouse (2100 E. Liberty) and parking area located on your property. I accept the property as is, provided all stored goods and equipment are removed from the warehouse before first day of our lease.

Make it a win-win I will bring in over 10,000 new customers to the area the first year, many who will become future patrons of the city, visit the hotels, stores, and restaurants in the area, which contributes to a stronger local economy.

Costs & Dates I propose to pay you \$3,000 plus utilities for the 11 weeks we are utilizing the location. The attraction will be open to the general public for 12 nights in October 2,3,9,10,16,17,22,23,24,29,30,31. From the hours between 7pm to midnight.

LEASE OR BUY?

Lease Proposal When You Are Ready

(inspired by the book *So You Want to Be a Hauntpreneur?*)

Safety, codes, & insurance. Provide assurance. The haunted attraction I am building is constructed using professional grade wall panels and materials that all have a class 'A' fire rating and have been approved by the local fire marshal and building inspector. There will be no fastening or supporting to the warehouse. All panels and sets are free-standing. I will provide my own insurance, a \$1,000,000 liability policy. I will also continue to enforce our "Operating, Safety, and Employee Guidelines" (attached to this agreement) and conduct weekly on-the-job safety training.

Authority, classes, etc My company ScaryVisions LLC (www.scaryvisions.com) is a member of Haunted Attraction Association.

Signed in agreement between Brian Foreman and Eric Smith.

Signatures &/or notary

X

Brian Foreman

X

Eric Smith

LEASE OR BUY?

Buying Tips

- Contact a Real Estate Lawyer
- Contact a Real Estate Broker
- Think long-term (what if?)
- Future developments around
- Plenty of room to grow & parking
- Check insurance rates
- Research zoning laws
- Hire professionals to inspect it
- Follow local purchasing laws



LEASE OR BUY?

Things to think about

- Your short-term goals
- Your long-term goals
- Your budget
- Safety
- Cost of getting up to code
- Who's paying what?
- Legal information is worth it
- Types of insurance



CODES & PERMITS



CODES & PERMITS

NFPA 101 Fire Code & ICC: International Building Codes

- 'Assembly Occupancy'
- 'Special Amusement Building'
- 4' Egress, walkways & mazes
- Fire Exits & Exit Signs/Lighting (battery backup)
- Flame resistant surfaces & materials
- Handicap Accessible (ADA)
- Fire lanes for emergency vehicles
- Mandatory Smoke Detection (hard wired-safety shut down)
- Automatic Sprinkler System
- Outdoor Codes: covered tunnels, size of structures, lighted walkways, specific fire codes, use of fire
- Safety plans and staff training

CODES & PERMITS

National Fire Protection Agency Codes

Information about assembly occupancies

An assembly occupancy is generally defined as "an occupancy (1) used for a gathering of 50 or more persons for deliberation, worship, entertainment, eating, drinking, amusement, awaiting transportation, or similar uses; or (2) used as a special amusement building, regardless of occupant load." Assembly occupancies might include the following: Armories, assembly halls, auditoriums, club rooms, dance halls, drinking establishments and exhibition halls among others.

Fires in assembly occupancies have shown to be some of the most deadly when the proper features, systems and construction materials were not present. Nightclubs, theaters and auditoriums differ from office buildings because they contain a large number of people in one main space. NFPA code provisions mandate that a considerable number of safety systems and features be present in order to keep everyone safe should an unwanted fire occur. The level of safety provided is not the result of any single safety system or feature, but rather is achieved through the combination of multiple safeguards that are provided.

NFPA publishes a number of codes and standards that work in harmony to prevent the type of life-loss that can occur in assembly occupancies:

- [NFPA 1126, Use of Pyrotechnics Before a Proximate Audience](#)
- [NFPA 1, Uniform Fire Code™](#)
- [NFPA 101®, Life Safety Code®](#)
- [NFPA 5000®, Building Construction and Safety Code®](#)

CODES & PERMITS

National Fire Protection Agency Codes

Ignition sources

There are a number of possible ignition sources in assembly occupancies. Fires caused by so-called "controlled" fire (for example, alcohol or solid alcohol fires in restaurants, flames used for dramatic effects in theaters) are well documented. Control of other unintentional ignition sources is also of crucial importance. Those include:

- Pyrotechnics – safe use of pyrotechnic displays indoors and out.
- Open flame – controls for safe use of open flame devices, including cooking and heating equipment
- Cooking facilities – controls for any fire on cooking surfaces, including portable cooking equipment

Furnishings & contents

Controls based on flame spread characteristics; Evaluation of existing interior finish is sometimes difficult. Where flame spread characteristics cannot be readily determined, the questionable material should be removed or treated with approved flame retardants. Where treatment cannot reduce flame spread to the required limits, automatic sprinklers can be provided to help compensate for the deficiency.

The purpose of interior finish requirements is to slow the flame spread across these surfaces to allow additional time for occupants to relocate or evacuate the building.

- Fire testing – for purpose of evaluating flame spread and smoke development characteristics.
- Interior finish – exposed surfaces of walls, ceilings, and floors within buildings.
- Decorations and Panels – hanging or mounting of these materials, even if on a temporary basis, can introduce a source of combustible fuel. Proper treatment and use of these materials is crucial.

CODES & PERMITS

National Fire Protection Agency Codes

On-site fire protection

- Fire alarm systems – this includes means for detection of a fire, initiation of the alarm and/or suppression systems, and notification of occupants.
- Automatic sprinkler systems – sprinkler systems are required in most new occupancies and many existing occupancies.
- Portable fire extinguishers – extinguishers should be provided in specific types of assembly occupancies, and must be used only by properly trained personnel.

Exiting

- Occupant load - the number of people anticipated to be in the building is a function of the intended use of that building. Based upon this calculated value, other criteria, such as the number of exits and the width of exits are derived.
- Number and arrangement of exits-in general terms, at least two exits need to be provided from each building. In an assembly occupancy, it is also important that the main entrance/exit be adequately sized to accommodate half of the occupant load.
- Exit signs – signs are needed to identify exits and direct the ways to get to those exits. This includes location of such signs and how to illuminate them.
- Emergency lighting –When a fire occurs in a building, visibility is one key factor that could affect how occupants react to an emergency situation and their ability to evacuate.
- Posting maximum occupant load – signage indicating the maximum permitted occupant capacity for a building or space within a building.

CODES & PERMITS

Typical Permits You Might Need

- Building Permits
- Fire Marshal Requirements
- Proof of Insurance
- Floor plan design and location of all entrances, visitor path, fire exits, egresses, electrical switches, circuit breakers, alarm systems, smoke alarms, fire extinguishers, & employee safety guides
- Certificate of Occupancy



CODES & PERMITS

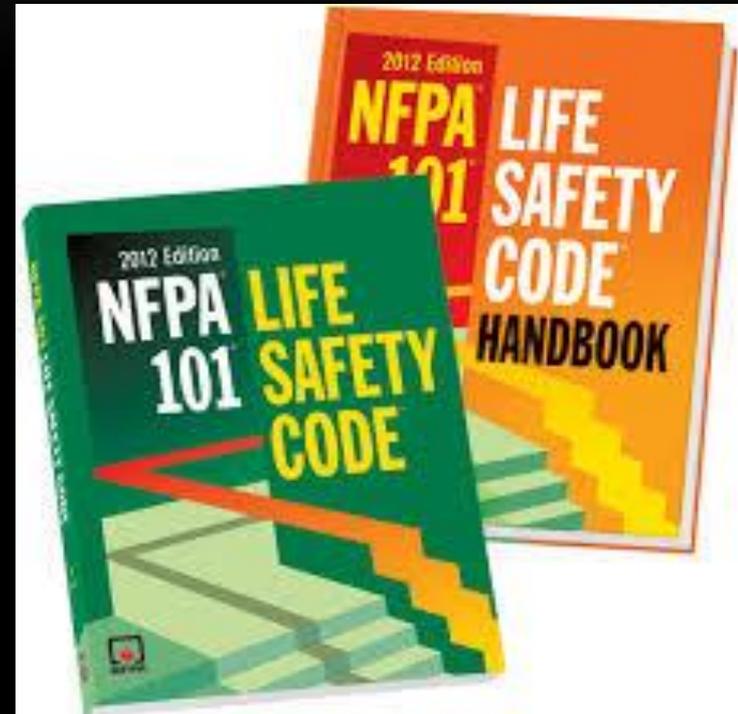
What to do if your building doesn't meet all safety requirements

- Work with your fire marshal & building inspector
- Use a guided tour with each group
- Present all Safety Class info, certificates, & licenses
- Show your fire and safety exit plan
- Provide laminated copies of Fire Exit Plan to the inspectors
- Use all fire-resistant paint, materials. (show proof)
- Smoke alarms every 20 feet
- No more than 80' from an exit
- Have one person control all lighting and sound
- 4' hallway/perimeter egress
- Use of safety rules & training
- No dead ends in design
- Use 2 way radios
- Min use of grounded ext. cord

CODES & PERMITS

Where to find more information

- ICC IBC: International Building Code
- NFPA 101: Life Safety Code
- Local Fire Marshal
- Local Building Inspector
- Seminars at Haunt Conventions
- Other Haunt Owners



INSURANCE

Talon Falls Fire-Kentucky-2011



INSURANCE

What types of insurance will you need?

- General Liability Insurance (required)
- Theft of property or damages
- Medical for customers injury
- Loss of Income (weather or unplanned shut down)
- Insurance on building and property
- Workman's Compensation for staff
- Check online & your insurance company



INSURANCE

General Liability Insurance (www.donatinsurance.com)

Haunted Hayride <input type="radio"/> Yes <input type="radio"/> No			
Effective Date		End Date	
Estimated Attendance		Last Year's Attendance	
Max Capacity at Event Location			
Estimated Gross Receipts			
Price of Admission			
Attendee Age Demographic			
Minimum Age		Special Concerns for Children	
Event is Held		<input type="radio"/> Indoors	<input type="radio"/> Outdoors
			<input type="radio"/> Both
		Fenced <input type="radio"/> Yes <input type="radio"/> No	
Crowd Control/Security		<input type="radio"/> Ushers	<input type="radio"/> Private Security
		<input type="radio"/> Off-Duty Police	How Many
If using hired security, are certificates of insurance obtained? <input type="radio"/> Yes <input type="radio"/> No			
Are first aid facilities provided? <input type="radio"/> Yes <input type="radio"/> No Describe			
Employee Type and Numbers			
Regular		Leased	Volunteer
Is Workers Compensation Coverage in Force? <input type="radio"/> Yes <input type="radio"/> No Estimated Payroll			

INSURANCE

General Liability Insurance (www.donatinsurance.com)

Will bleachers or platforms be used?	<input type="radio"/> Yes	<input type="radio"/> No		
Will they have back and side rails?	<input type="radio"/> Yes	<input type="radio"/> No		
Are food or beverages sold on the premises?	<input type="radio"/> Yes	<input type="radio"/> No	Outside vendor?	<input type="radio"/> Yes <input type="radio"/> No
Food types available:				
Cooking methods if cooked on site:				
Alcoholic beverages served:				
How are guests escorted?				
Lead Guides:	<input type="radio"/> Yes	<input type="radio"/> No	How many?	Follow-up guides: <input type="radio"/> Yes <input type="radio"/> No How many?
Door Monitors:	<input type="radio"/> Yes	<input type="radio"/> No	How many?	Max. group size:
Details:	Yes	No	Special Effects and Devices	
Stairs (unlighted)	<input type="radio"/>	<input type="radio"/>		
Slides	<input type="radio"/>	<input type="radio"/>		
Fire or Open Flame	<input type="radio"/>	<input type="radio"/>		
Moveable Floors	<input type="radio"/>	<input type="radio"/>		
Sinking Floors	<input type="radio"/>	<input type="radio"/>		
Spectator Touching	<input type="radio"/>	<input type="radio"/>		
Electrical Shock Devices	<input type="radio"/>	<input type="radio"/>		
Live Animals	<input type="radio"/>	<input type="radio"/>	Other Events or Attractions at the same site	
Live Insects	<input type="radio"/>	<input type="radio"/>		
Live Reptiles	<input type="radio"/>	<input type="radio"/>		
Smoke Machines	<input type="radio"/>	<input type="radio"/>		
Bubble Machines	<input type="radio"/>	<input type="radio"/>		
Strobe Lighting	<input type="radio"/>	<input type="radio"/>		

INSURANCE

General Liability Insurance (www.donatinsurance.com)

Applicant history: Describe applicant's experience with Haunted Houses including years, numbers, dates:				
Premium and loss record for the last five years:				
Policy Period	Carrier	Premium	Loss Amount	Non-Renewal Or Cancel
Describe details of losses/incidents for the past five years:				

INSURANCE

General Liability Insurance (www.donatinsurance.com)

Insurance Coverage will be written with limits of \$1,000,000 per occurrence and an annual aggregate of \$2,000,000. The Insured represents that the information contained in this application is accurate and that it shall be the basis of the policy of insurance. The Insured further represents that it has not withheld any information which would have affected the company's decision to offer coverage. If the Insured has withheld any such information with intent to defraud or give false information to the insurance company, the Insured understands that its coverage may be voided. The Insured further understands that its failure to disclose any information in its possession, which may lead to a claim, will relieve the insurance company of any obligation under the policy.

Insured Signature	Date

Agent Signature	Date

INSURANCE

Things to think about

- How much coverage do you need?
- What are the requirements in your area?
- What insurances should you buy?
- Will your location be too expensive to insure?
- Can you afford the insurance upfront?
- Price compare and check around



GETTING IT DONE

Things to think about

- Start early when looking for a spot
- Communicate with your fire marshal, building inspector, & other officials
- Research your area & community
- Compare leasing vs. buying
- Walk the property and check for safety issues and easy accessibility
- Research insurance & building costs
- Be flexible and prepare for change



GETTING IT DONE

Other creative ideas

- Some charity & non-for-profit events use donated spaces for Haunts
- Create a different experience (open concept zombie paintball, outdoor haunted scavenger hunt, etc)
- Buy an existing Haunted Attraction or materials
- Team up with someone with a location, funding, or both
- Start small & expand each year



GETTING IT DONE

After you get a location

- Start looking for help to build & act
- Hire off-duty EMT's, firefighters, police
- Always build for code & safety
- Make checklists & operating guides
- Train your staff with safety drills
- Talk with your local code officials
- Start marketing as soon as possible
- Safety is everyone's responsibility



HAUNTING YOUR LOCAL FAIRGROUNDS



HAUNTING YOUR FAIRGROUND

- Demographics & Income
- Parking & ingress egress
- Room to add other Attractions
- Sufficient room to add vending
- Traffic patterns adjacent to signage
- Multi-year short lease with owner?
- Local and state codes as a Dark Attraction
- Seek out industry professionals



DUNGEONS SCREAM PARK PROPOSAL

Ryan Allen at www.thescreampark.com (Green Cove Springs, FL)

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	04/09/14	
Staff Member Preparing Form:	Katie Starling	
Department Submitting Contract:	Administrative and Contractual Services	
Vendor Name:	Dungeons Haunted Attractions	
Contract Title:	Fairgrounds Lease Agreement - The Dungeons Haunted Attractions	
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
1. New Contract	<input checked="" type="radio"/> Y <input type="radio"/> N	9. Contract Amount (*Detail negotiation efforts below) * See Below *
2. Renewal/Amend./Supplement	<input type="radio"/> Y <input checked="" type="radio"/> N	10. Last Year's Price (*If increase explain below) N/A
3. Sole Source **(explain below)	<input type="radio"/> Y <input checked="" type="radio"/> N	11. Date of Original Contract N/A
4. Quotes/bid policy met	<input type="radio"/> Y <input checked="" type="radio"/> N	12. Number of Renewals
5. Need to waive bid policy	<input type="radio"/> Y <input checked="" type="radio"/> N	13. Length of Term 5 years
6. Automatic renewal	<input type="radio"/> Y <input checked="" type="radio"/> N	
7. Standard Addendum Executed	<input type="radio"/> Y <input checked="" type="radio"/> N	Agreement Purpose: To provide for use of certain facilities at the Clay County Fairgrounds for the production of its annual haunted house event.
8. Advance Payment Required	<input type="radio"/> Y <input checked="" type="radio"/> N	
Funding Source	COMMENTS: This is a revenue generating agreement, all funds shall be dispersed to P&R Utilities: Rents and Royalties	
Account Number: 001-3201-548000-FG		
Account Name: NA-Revenue	Parks and Recreation Utilities: Rents: Royalties	

DUNGEONS SCREAM PARK PROPOSAL

Ryan Allen at www.thescreampark.com (Green Cove Springs, FL)

NA - Revenue Parks and Recreation Utilities - Rents - Royalties

Approvals

Purchasing: <i>RA</i>	No Changes	With Changes <input checked="" type="checkbox"/>
Review Date: 4-14-14		

Budget: <i>ajg</i>	No Changes	With Changes <input checked="" type="checkbox"/>
Review Date: 4-14-14		

County Attorney: <i>FM</i>	No Changes <input checked="" type="checkbox"/>	With Changes
Review Date: 4-15-14		

Finance: <i>RA</i>	No Changes <input checked="" type="checkbox"/>	With Changes
Review Date: 4/14/14		

Recommended Changes: See margin comments. Add Standard Addendum Verbiage & Standard Addendum. Who will be responsible for providing EMT & vehicle parking services during events? The attached public records law verbiage should be incorporated into this Agreement.

Dan Little's changes

*Price Negotiation Efforts: _____

** Sole Source Explanation: _____

* All comments have been addressed and/or incorporated into the Agreement.

RECEIVED
 PURCHASING DIVISION
 2014 APR 11 P 1:33
 CLAY COUNTY BOARD OF
 COMMISSIONERS

DUNGEONS SCREAM PARK PROPOSAL

Ryan Allen at www.thescreampark.com (Green Cove Springs, FL)



CLAY COUNTY FLORIDA

Purchasing Division
P.O. Box 1366
477 Houston Street
4th Floor, Admin Building
Green Cove Springs, FL
32043-0367

Area Code: 904
Phone: 278-3761
529-3761
Fax: 278-3728

County Manager
Stephanie C. Kopelousos

Commissioners:
Wendell D. Davis
District 1

MEMORANDUM

TO: Budget, Personnel and Policy Committee

FROM: Daniel Littles, Jr., Contracts Coordinator

DATE: April 29, 2014

RE: Fairgrounds Lease Agreement
W/Dungeons Haunted Attractions

Issue: Approval of the Clay County Fairgrounds Lease Agreement with Dungeons Haunted Attractions. Rent for the use of the facilities shall be in accordance with the Clay County fee structure appended to the Lease Agreement as Attachment A.

Background:

This Agreement will provide for the use of certain facilities (as described in the Agreement) at the Clay County Fairgrounds for the production of Dungeons Haunted Attractions annual haunted house event.

Agreement Term:

The Agreement will be effective as of February 1, 2014 and will expire on February 1, 2019.

DUNGEONS SCREAM PARK PROPOSAL

Ryan Allen at www.thescreampark.com (Green Cove Springs, FL)

FAIRGROUNDS LEASE AGREEMENT BETWEEN CLAY COUNTY, FLORIDA AND THE DUNGEONS HAUNTED ATTRACTIONS

The following constitutes a Lease Agreement ("Agreement") made this __ day of _____, 2014, to be effective as of _____, 2014, between Clay County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("the County") and the Dungeons Haunted Attractions, an organization ("DHA"), for the production of the annual haunted attraction event ("event(s)").

In consideration of the mutual promises set forth and the desire to provide the citizens of this County and surrounding areas with a fall festival/ haunted house style encounter, the County and the DHA hereby agree as follows:

DUNGEONS SCREAM PARK PROPOSAL

Ryan Allen at www.thescreampark.com (Green Cove Springs, FL)

1. GROUNDS, FACILITIES, AND MAINTENANCE/USE FEES

- A. During the term of this Agreement, the County shall make available to the DHA the use of Exhibit Buildings 1, 2, and 3, the Midway Area, the Entertainment Stage and trailer storage space.
- B. These facilities will be made available to the DHA for the purpose of producing its annual event(s).
- C. The DHA will have use of all or a portion of the above listed facilities beginning June 1st with continued use through the second Sunday of each November.
- D. The DHA will exercise a first right of refusal on said facilities no later than March 1st of each year. Failure to secure the above referenced facilities by the March deadline may result in all or some of the facilities being offered to the general public for rental.
- E. The County shall subsidize the standard rental fee for the Fairgrounds as stated in the Fairgrounds General Rules and Fee Schedule for the event(s). Services encompassed in the standard rental fee shall include: use of the Fairgrounds Exhibit Buildings, Entertainment Stage, and the Mid-Way Area on a staggered basis. The County shall also incorporate into the lease fee an amount to cover the storage of 3 semi-trailers on an annual basis for production of the event(s).
- F. The DHA shall reimburse the County for the full cost of metered electricity consumed during the DHA use of the Fairgrounds. A Fairgrounds representative shall read the electric meters upon the arrival of the first representative of the DHA and immediately following the return of the possession of the leased facilities to the County.
- G. The County shall submit a statement of costs (invoice) to the DHA 2 weeks prior to the DHA taking possession of leased facilities on June 1. The DHA shall remit one

DUNGEONS SCREAM PARK PROPOSAL

Ryan Allen at www.thescreampark.com (Green Cove Springs, FL)

half of the invoiced amount due to the County no later than 60 days after receipt of the County's statement of cost (invoice). A final payment of the remaining statement balance as well as the charges incurred for metered electric will be due to the County in full no later than 30 days following the last day of the DHA event(s). All payments must be made in form of a check.

- H. The County's statement of cost (invoice) shall be derived as representative in Attachment "A", for which shall be considered the "active fee schedule" for the annual event(s) hosted by the DHA. The DHA does hereby acknowledge that the fees have been established using the General Rules and Fee Schedule approved by the Clay County Board of County Commissioners. From time to time, the Board may elect to amend this document and as such any amendments will be reflected in this Agreement.

2. LABOR AND MANAGEMENT

- A. The DHA shall provide all labor necessary for the promotion, production, and administration of the DHA event(s), including supervision of all volunteer labor. The County will not be involved in the management of the DHA event(s).
- B. The DHA shall submit all proposed drawings/plans/layouts/diagrams to the Clay County Department of Public Safety Fire Chief no later than April 1st each year for review and subsequent approval. The DHA does hereby acknowledge that without consent and approval of the Fire Chief, the proposed annual event(s) cannot take place. The County will yield to any and all opinions given by the Fire Chief.
- C. The County will not provide law enforcement personnel or clean-up services in connection with the DHA event(s).

DUNGEONS SCREAM PARK PROPOSAL

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3. INSURANCE

A. The DHA shall procure and maintain throughout the term of this Agreement insurance of the following types and minimum limits:

<u>Insurance Type</u>	<u>Limits</u>
Workers Compensation	Florida Statutory Coverage
Commercial General Liability	\$3,000,000.00 General Aggregate
(Including premises operations, and contractual liability)	\$2,000,000.00 Products/Comp. Ops Agg \$1,000,000.00 Personal/Advertising Injury \$1,000,000.00 Each Occurrence
	\$50,000.00 Fire Damage
	\$5,000.00 Medical Expenses
Automobile Liability	\$1,000,000.00 Combined Single Limit

DUNGEONS SCREAM PARK PROPOSAL

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All of the insurance referenced above shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's right of subrogation in favor of the County. Such insurance shall be written by an insurer with an A.M. Best Rating of A X or better. Notwithstanding anything in this Agreement to the contrary, the DHA's liabilities under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the DHA shall relieve the County from the responsibility to provide insurance as provided herein. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

- B. The DHA shall provide spectator liability insurance coverage, excluding Midway and commercial food vendors, for the event(s) in the amount of \$2,000,000.00 general aggregate and \$1,000,000.00 each occurrence. Upon the execution of this Agreement, The DHA shall provide the Division of Parks and Recreation a Certificate of Insurance (COI) naming "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insured" and "Certificate Holder" for the above referenced insurance coverage.
- C. It is the responsibility of the DHA to insure that all COI required for the event(s) are on file with the Division of Parks and Recreation two (2) weeks prior to the event(s). The event(s) are subject to cancellation if the COI's are not on file with the Division of Parks and Recreation prior to the event(s).
- D. If any event which arises from the DHA event(s) production, claimed, or otherwise, causes an increase in the County's insurance premiums, then the DHA shall promptly reimburse the County in the amount of the increase.

DUNGEONS SCREAM PARK PROPOSAL

Ryan Allen at www.thescreampark.com (Green Cove Springs, FL)

- E. Any Midway or commercial food vendors operating during the DHA event(s) shall submit proof of individual insurance coverage with a company licensed by the State of Florida in the amount of \$2,000,000.00 general aggregate and \$1,000,000.00 per occurrence. Clay County must be named as an additional insured on any insurance policy required under this section.

4. FAIRGROUNDS INSPECTION, CLEAN-UP, DUTY TO REPAIR

- A. 15 days prior to the DHA taking over use of leased facilities in June and 15 days following the conclusion of the DHA event(s), the Director of Parks and Recreation or the Director's designee shall tour the facilities with a representative of the DHA to inspect the condition of the leased facilities.
- B. The DHA shall thoroughly clean the leased facilities and repair damage to them during the DHA use of the facilities. The DHA will not be responsible for damage attributable to force majeure, pre-existing deterioration, reasonable wear and tear, age beyond reasonably expected useful life, or damage caused by the County (to the extent of the County's fault).
- C. The DHA shall begin making repairs within 10 days of the date of inspection. Repairs must be completed within a reasonable time and in a workmanlike manner. If there

DUNGEONS SCREAM PARK PROPOSAL

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are unresolved issues regarding the clean-up or repair of the leased facilities, the County may make the repairs and bill the DHA for the work performed.

5. INDEMNITY

The DHA agrees to defend, indemnify, and hold harmless the County and all its agents, employees, contractors, and other representatives, against all suits, costs, and damages, including reasonable attorney's fees, to which the County or its agents may be put because of injury to persons or property resulting from the DHA use of the leased facilities during the term of this agreement. This provision includes injury that arises through the negligence of the DHA, its agents, or its contractors or subcontractors. Except as provided in this Agreement, the DHA shall be solely responsible for all costs associated with the promotion and conduct of the events and shall indemnify the County against any claim made by any third party with respect to the same.

6. LIAISON

- A. The Director of Parks and Recreation (the Director), or the Director's designee, shall serve as the County's liaison to the DHA during the term of this Agreement. The Director shall be responsible for directing the general repair and maintenance of the Fairgrounds and its facilities throughout the year.
- B. The President of the DHA shall serve as the DHA liaison to the County.

DUNGEONS SCREAM PARK PROPOSAL

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7. PRODUCTION OF EVENTS AS A CONDITION TO AGREEMENT

As a condition to this Agreement, the DHA shall produce the Haunted Attraction event (s) annually under a valid permit issued pursuant to Section 546.006 (2) of the Florida Statutes. In the event that a force majeure prevents the DHA in good faith from producing the event(s) in a given calendar year, then the provisions of this paragraph will not apply to that calendar year.

8. REMEDIES

Upon breach of any provision of this Agreement, the non-defaulting party may declare this Agreement terminated immediately and is entitled to all remedies provided under law.

DUNGEONS SCREAM PARK PROPOSAL

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9. TERM AND RENEWAL

- A. This Agreement will be effective as of February 1, 2014 and will expire on February 1, 2019.
- B. If either party does not wish to renew this Agreement, written notice of non-renewal shall be served on the other party no later than February 1, 2019. If written notice of non-renewal is not served by February 1, 2019, then the term of this Agreement shall be extended for one additional year. This Agreement shall renew upon written Agreement between the parties hereto, for one-year terms until either party serves written notice of non-renewal on the other.

10. PUBLIC RECORDS LAW

The DHA acknowledges the County's obligation under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. DHA acknowledges that County is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

The DHA specifically acknowledges its obligation to comply with the state of FL Public Records Law, s. 119.0701, Florida Statutes, with regard to public records, specifically to

DUNGEONS SCREAM PARK PROPOSAL

Ryan Allen at www.thescreampark.com (Green Cove Springs, FL)

- (1) Keep and maintain public records that ordinarily and necessarily would be required by County in order to perform the services required under this Agreement;
- (2) Provide the public with records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the DHA upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this Section shall be deemed a material breach of this Agreement, for which County may terminate this Agreement immediately upon written notice to DHA.

11. Clay County's Standard Addendum to all Contracts and Agreements is attached and made a part hereof.

12. ENTIRE AGREEMENT

This document constitutes the entire agreement entered into between the parties hereto, and may not be altered or amended in any manner except by written

DUNGEONS SCREAM PARK PROPOSAL

Ryan Allen at www.thescreampark.com (Green Cove Springs, FL)

instrument executed on behalf of each party. Any questions regarding this Agreement during initial or any renewal term will be brought to the attention of the County Manager.

13. EXECUTION

This Agreement shall be executed in duplicate and each party shall receive an original document.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

DUNGEONS HAUNTED ATTRACTIONS

BY: _____

Ryan Allen

Its President

ATTEST:

DUNGEONS SCREAM PARK PROPOSAL

Ryan Allen at www.thescreampark.com (Green Cove Springs, FL)

STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

Any other provisions of the contract or agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said contract or agreement or not, and shall be deemed an integral part of said contract or agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the contract or agreement address a particular matter in a manner which results in a lower cost to the County than this Standard Addendum, then such provisions of the contract or agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the contract or agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the contract or agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the contract or agreement (the Work) shall be made by the County in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request the County shall have the number of days provided in the Act in which to make payment.

2. Any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. In the event the contract or agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

DUNGEONS SCREAM PARK PROPOSAL

Ryan Allen at www.thescreampark.com (Green Cove Springs, FL)

4. The County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. The County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the County Manager of the County or his or her designee is obtained.

DUNGEONS SCREAM PARK PROPOSAL

Ryan Allen at www.thescreampark.com (Green Cove Springs, FL)

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DUNGEONS SCREAM PARK PROPOSAL

Ryan Allen at www.thescreampark.com (Green Cove Springs, FL)

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the contract or agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the contract or agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales tax, the County shall pay no such taxes, any other provisions of the contract or agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the contract or agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the contract or agreement. Any other provisions of the contract or agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the contract or agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

DUNGEONS SCREAM PARK PROPOSAL

Ryan Allen at www.thescreampark.com (Green Cove Springs, FL)

ATTEST FOR CLAY COUNTY:

S. C. Kopelousos
County Manager and Clerk of the
Board of County Commissioners

(Corporate Seal)

COUNTY:

CLAY COUNTY, a political subdivision of the
State of Florida, by its Board of County
Commissioners

By: _____
Wendell D. Davis
Its Chairman

CONTRACTOR:

By: _____
Its _____ President

THINGS TO DO NOW

- Get on our newsletter at <http://hauntopic.com/subscribe>
- Send me an email at brian@scaryvisions.com
- Call me at 573-721-7663
- Take other classes and seminars on the business of Haunting
- Reach out to property owners in your community
- Get creative with your research and vision for your Haunt
- Network with other Haunters. Inside and outside your community.
- Don't rush into anything. Research, plan, be flexible, and stay open to opportunities.
- Watch this training again