

Sanders County Fair Commission
P.O. Box 9, Plains, Montana 59859-0009

Facility Rental Agreement

This agreement, entered into this ____ day of _____, 20__, between the Sanders County Fair Commission and _____ hereinafter referred to as the Lessee. The Lessee desires to use the fairgrounds property as listed below, on _____ (date), for the event as stated. The Sanders County Fair Commission is agreeable to such use, the parties hereto agree to such use, the parties hereto agree that the Lessee shall be granted the use of the delineated fairgrounds property as listed, on the date stipulated, subject to the established policies of the Sanders County Fair Commission and the following fees and conditions.

1. Lessee shall pay \$_____ for the rental of the delineated fairgrounds property accompanied by a separate, refundable cleaning/security deposit of \$250.00, both payable in advance on the day the facility is reserved. Fees are attached to this Rental Agreement; refundable cleaning deposit will be returned after the facility has been inspected for cleanliness. The Sanders County Fairgrounds buildings and/or property to be used for this event includes:

2. The facility is rented as is and if there are county items which need to be moved, Lessee is responsible for moving them and returning them to their original location. A cleaning/security deposit is required and if there is no damage and the grounds/buildings are cleaned properly, which includes the disposal of all garbage, the deposit shall be refunded after inspection by a representative of the Sanders County Fair. Lessee is to clean the facilities, including the bathrooms, after the event.. Lessee shall supply all cleaning and bathroom supplies. The Lessee shall return the facility in as good of condition as it was before being used by the Lessee.
3. Lessee shall be responsible for any damages to county property and shall assume all responsibility for damages or injuries to persons and/or property at the event. Lessee also agrees to protect and defend Sanders County, the Sanders County Fair, its elected and appointed officials, agents and employees and to hold them harmless from, and against, any and all claims, demands or causes of action of any nature whatsoever, if any, rising from the acts of omissions of the Lessee and/or its agents, employees or representatives under this agreement.
4. Lessee will provide general and specific supervision to:
 - a) Inspect the facility for potential hazards to the event;

- b) plan for the safe conduct of participants;
- c) provide adequate and proper equipment for the activity, if any;
- d) warn participants of the inherent danger of the activity, if any;
- e) inform participants of emergency procedures, if applicable, and;
- f) closely control the activity itself, particularly with respect to minors.

5. "Lessee must have liability insurance in the amount of not less than \$1,000,000.00 (one million dollars) per occurrence for the event for which the county fairgrounds are being leased. The lessee of the facility shall provide a copy of their certificate of insurance. Said certificate shall show coverage for comprehensive general liability insurance for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from the described use of the facility. Said insurance shall provide for the amounts not less than \$1,000,000.00 for bodily injury or death to any one person, \$1,000,000.00 for all bodily injuries and death resulting from any one accident and \$1,000,000.00 for property damage in any one accident. The policy may provide a combined single limit for bodily injury and property damage of \$1,000,000.00. The certificate also shall contain information regarding the coverage for worker's compensation or self-insured status as per Montana insurance guidelines. The certificate will contain a provision that the insurer cannot cancel or refuse to renew without giving the Sanders County Fair written notice at least ten (10) days before the cancellation or non-renewal date. Sanders County, the Sanders County Fair, the Sanders County Fair Commission and Fair Management must be included as additional insured. The Lessee must take all reasonable measures to insure minors are not consuming alcoholic beverages and that no other problems occur as a result of alcoholic beverages being served. Liability insurance is required for all events."

6. The Sanders County Fair has the right to limit the hours of the activities for which the Lessee will be using the fairgrounds. Amplified sound is not permitted between the hours of midnight and 7:00 a.m. The event shall end at _____ (time) on _____ (date).

7. Lessee, by signing below, acknowledges that he/she knows, understands and shall abide by the terms and conditions of this lease agreement.

IN WITNESS WHEREOF, this agreement shall be executed on the day and year written below by the parties hereto.

Date

Lessee

Date

For the Sanders County Fair

(document updated July 5, 2012)

Release & Hold Harmless Agreement

The undersigned hereby releases Sanders County, the Sanders County Fair, the Sanders County Fair Commission, its employees and agents, from all responsibilities except for those provided in the agreement for the aforementioned property.

Lessee, its officers, employees and members shall, through the signing of this agreement, by an authorized party or agent, indemnify, hold harmless and defend Sanders County, the Sanders County Fair, the Sanders County Fair Commission, and its employees and agents from all suits and actions, including reasonable attorneys= fees and all costs of litigation and judgment of every name and description against Sanders County, the Sanders County Fair, the Sanders County Fair Commission, its employees and agents, as a result of loss, damage or injury to person or property by reason of any action or omission by Sanders County, the Sanders County Fair, the Sanders County Fair Commission, its employees or agents, for the following activity:

_____.

Lessee: _____

Address: _____

Phone: _____

Date: _____

For the Sanders County Fair: _____

Address: _____

Phone: _____

Date: _____

Acknowledgment, Waiver of Liability and Certificate of Insurance

I, _____, and _____ (participant)

(parents or guardians if under the age of 18)

hereby acknowledge that I / we have been advised of and I / we are aware of the inherent risks and potential for injury when engaged in or participating in the activity or event of:

(name of event)

By signing this document I / we certify the participant named above is and will be covered by a valid medical insurance policy which will cover any potential injuries the participant may receive while engaged in the above listed activity or event at the Sanders County Fairgrounds.

Furthermore, by signing this document, I / we voluntarily release, waive and discharge Sanders County, the Sanders County Fair, the Sanders County Fair Commission, its employees and agents, and

(optional - other named entities)

from any and all liability claims, demands, actions and causes of action arising out of or related to any loss, damage or injury which are in any way connected with participation in the event or activity listed above, or the use of Sanders County Fairground facilities or equipment.

(participant)

(date)

(parents or guardians if under the age of 18)

(date)

Sanders County Fairgrounds Grounds & Building Rules & Regulations
(partial listing)

There must be a responsible adult in charge and keeping order at all times.

Lessee must furnish all insurance required. **Liquor use must be covered with liquor liability insurance naming the Sanders County Fair and Sanders County as additional insured. Fair management must be notified of, and APPROVE any planned liquor usage on the fairgrounds.**

Return keys, etc., immediately following use. Cleaning deposit assessment and pavilion equipment damage assessment refunds will be issued after the facility/equipment have been inspected and the keys returned.

Sweep and mop all floors. After the floors dry, inspect to insure no streak marks are visible. If they are, you must mop the floors again. **Bathroom facilities must be cleaned**, to include toilets, urinals, sinks and floors.

All garbage must be removed from the buildings and grounds. Empty all garbage containers and replace the liners. A 40 cubic foot refuse container is available on the fairgrounds in which all garbage must be deposited.

All equipment, tables, chairs, etc., must be placed back in their original storage areas. The tables and chairs located in the pavilion may not be removed from the pavilion for any reason.

Pavilion: Make certain all lights and heat are turned off in the main hall. During the winter months, leave the heat on in the kitchen and bathrooms. Be sure to close the doors to both bathrooms and the kitchen during winter months. Make sure all faucets, toilets and urinals are turned off and not running water.

Pavilion: During the winter months, propane usage will be monitored and the person/organization renting the facility will be charged appropriately.

Pavilion: Electricity usage will be monitored and assessed to the person/organization renting the pavilion if the event/s duration exceeds one day.

Lessee is responsible for all equipment, furniture, buildings, lawns, fences, etc., which may be damaged, broken, modified, defaced or are missing/removed from the fairgrounds. Appropriate repair/replacement charges will be assessed.

SMOKING IS NOT PERMITTED IN ANY OF THE BUILDINGS OR IN THE COVERED GRANDSTANDS.

Remove all decorations, props, belongings, etc., after use. **Staples, nails and screws may NOT be used in any building.**

The Lessee must furnish the requisite security, fire protection and medical protection required by the event.

Manage your own parking arrangements. Pavilion parking is north of the building. **Parking on the grass lawns is**

PROHIBITED. Keep all doors, windows and gates closed and locked when not in use.

Lessee is expected to leave the facility in as good of condition, or better, than the renter initially found them.

A refundable cleaning/security deposit (\$250.00) plus payment of the facility rental fee, must be paid prior to the scheduled event. Make checks/money orders payable to the Sanders County Fair. No keys will be issued until payment is received. Please supply separate checks/money orders - one for the refundable cleaning deposit and one for the facility rental fee. After the facility has been inspected by a fair representative, and all keys returned, the cleaning deposit will be refunded if the facility has been properly cleaned and the equipment undamaged.

Sanders County Fairgrounds - Rental Fees

Pavilion:

Main Hall:

\$75.00 per day (non-profits)
\$150.00 per day (all others)

Kitchen:

\$75.00 per day (non-profits)
\$150.00 per day (all others)

\$250.00 refundable cleaning/security deposit required of all users. The deposit will be refunded once the building and equipment have been inspected and all requisite requirements met.

Camping: (Fees payable in advance each week; no exceptions)

Dry Camp:

(No power, water or showers)
\$15.00 per night
\$90.00 per week

Full Service Camp:

(Power, water and showers included)
\$25.00 per night
\$150.00 per week

Horse Arena:

Personal Use

Non 4-H:

\$2.00 per day (individual)
\$25.00 per year (individual)
\$50.00 per year (family)

4-H:

\$2.00 per day (individual)
\$20.00 per year (individual)
\$40.00 per year (family)

Organizations

Non 4-H:

\$100.00 per day plus \$1.00 per participant

4-H:

\$75.00 per day plus \$1.00 per participant

The horse arena sound system is provided at no-cost. Individuals/organizations are responsible for working

& watering the arena; police the arena and adjacent areas when your event has concluded.

Main Arena:

No personal use allowed.

Organizations:

Non 4-H:

\$150.00 per day

(fee doubles if arena lights are used)

\$100.00 fee - main arena sound system

4-H:

\$100.00 per day

(fee doubles if arena lights are used)

\$100.00 fee - main arena sound system

Organizations are responsible for working & watering the arena; police the arena, grandstands and bleachers, and the adjacent areas when your event has concluded.

Exhibit Barns (agriculture, home economics and both beef barns):

\$20.00 per day or \$100.00 per week (must be thoroughly cleaned after use)

Horse Barn – Swine & Sheep Barn Stall Rentals:

\$10.00 per night per stall (stall must be cleaned before leaving the fairgrounds)

\$150.00 per month per stall (stall must be cleaned daily)

Deposit all stall refuse in the refuse container located to the west of the horse arena.