

**Broadwater County Rodeo and Fairgrounds
Facilities Rental Agreement**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between Broadwater County Fair Board and/or Broadwater Rodeo and Fair Association, Inc., hereinafter referred to as Management, and _____, hereinafter referred to as Permittee.

WITNESSETH:

WHEREAS, Permittee desires to use Broadwater County fairgrounds facility/facilities for an event on _____, and Management is agreeable to such use, the Parties hereto agree that the Permittee shall be granted the use of the designated fairgrounds facility/facilities on the aforementioned date, subject to the following fees and conditions:

I. FEES

Permittee shall pay fees as indicated below for the rental of the fairgrounds facility/facilities, accompanied by a separate refundable deposit of _____, both payable fourteen (14) days in advance and attached to this Agreement. Management sets the amount of the refundable deposit based on the size of the event. Fees for rentals are negotiable for smaller events with prior approval of Management.

Fees, according to the needs of Permittee, include:

- a. _____ \$200 per day for rental and use of rodeo concessions stand
- b. _____ \$150 per day for the outdoor arena
- c. _____ \$50 per day for the Announcer Stand and Sound System
- d. _____ \$50 per day for the indoor arena
- e. _____ \$250 for the initial day for the 4-H/Exhibit Building (including restrooms)
- f. _____ \$150 per additional day for the 4-H/Exhibit Building (including restrooms)
- g. _____ \$125 for the 4-H Building Sound System
- h. _____ \$50 per day for the 4-H Pavilion (electricity not included)
- i. _____ \$50 each for the Horse Barns (2 available)
- j. _____ \$100 per day for the Outdoor Arena Lights
- k. _____ \$125 per day for the Indoor Restrooms
- l. _____ \$100 Outdoor Restroom (Yellow, per event)
- m. _____ \$25 per day for Electrical Hook-Ups

The arena will be watered and worked one time before the event on _____.
Additional arena work is the responsibility of the Permittee.

II. CONDITION OF RENTAL

The fairgrounds facility/facilities are rented “as is” and if there are fair items present that need to be moved, Permittee is responsible for moving them and returning them to their original location without damaging the fair items.

III. CONDITION OF RETURN

Permittee must clean the fairgrounds facility/facilities, including the bathrooms, after each session and upon completion of the event. Permittee shall supply all cleaning supplies and shall return the premises to the condition in which it was received by Permittee. If there is no damage and grounds and buildings are cleaned properly (which includes the removal of all garbage from the Fairgrounds), the separate refundable deposit shall be refunded after inspection by a representative of Management.

IV. DAMAGES and INDEMNIFICATION

Permittee shall be responsible for any damages to property owned by Broadwater County and/or the Broadwater Rodeo and Fair Association, Inc. and shall assume all responsibility for damages or injuries to persons and/or property at the event. Permittee agrees not to drive on, or allow others to drive on the grass/lawn areas. This includes the area north and south of the 4-H/Exhibit building, north and south of the Commercial building, and around the covered handicap accessible seats. Permittee also agrees to protect and defend the Broadwater Rodeo and Fair Association, Inc., Broadwater County, and its elected and appointed officials, agents, and employees, and to hold them harmless from and against any and all claims, demands, and causes of action of any nature whatsoever in any arising from the acts of omissions of Permittee and or its agents, employees, or representatives under this agreement.

V. INSURANCE

Permittee shall attach to this Agreement, proof of liability insurance in an amount not less than \$1,000,000.00 for the event for which the fairgrounds facility/facilities are being used. The certificate of liability insurance shall name Broadwater County, Broadwater Rodeo and Fair Association, Inc., and Broadwater Fair Board as additional insureds under this policy. Proof of insurance must be supplied fourteen (14) days prior to the opening of the event.

VI. DUTIES OF PERMITTEE

Permittee will provide general and specific supervision to:

- a. Inspect facility for potential hazards to the activity;
- b. Plan for safe conduct of participants;
- c. Keep all vehicles off the areas specified in Section IV;

- d. Provide adequate and proper equipment for the activity;
- e. Warn participants of the inherent danger of the activity, if any;
- f. Inform participants of emergency procedures; and
- g. Exercise close control the activity itself, particularly with minors.

VII. ALCOHOL AND FOOD

If alcohol is sold, the event must be catered by a licensed catering service. If alcohol will be consumed, Permittee shall further take reasonable measures to ensure that minors are not being served or consuming intoxicating beverages on the premises and that no other problems occur as a result of alcoholic beverages being served.

If food concessions will be sold on the grounds, a Short Term Food Permit must be obtained from the county Sanitation Department (406-266-9209) before the date of the event.

Any anticipated alcohol and food sales must be addressed in the liability insurance for the event specified in Section V.

VIII. HOURS

The Management has the right to limit the hours of the activities for which Permittee will be using the fairground facility/facilities. The event shall end on _____ at _____ with keys returned to Management at that time.

IX. TERMINATION

It is agreed that Permittee's failure to make the rental and deposit payments in advance or violation of any of the provisions above will constitute a material breach. A material breach authorizes Management to terminate this Agreement and take full and absolute possession of the above-described fairgrounds facility/facilities.

a. TERMINATION FOR BREACH OR NONPERFORMANCE

If either party commits a material breach of its obligations under this Agreement, the other party may terminate this Agreement by giving the breaching party written notice at least fourteen (14) days in advance, when possible. During such time, the breaching party is not excused of their duty to perform. Such notice will not result in termination if the breaching party cures that breach before the fourteen (14) day period elapses. Termination shall be in addition to any other remedies that may be available to the non-breaching party.

b. TERMINATION FOR CONVENIENCE

Either party to this Agreement shall have absolute right at any time to terminate this contract by giving at least thirty (30) days advance, written notice.

X. ATTORNEY FEES

The Parties each agree to pay their own attorney fees in connection with this Agreement, including but not limited to fees incurred in the preparation of this Agreement and for preparation of any other documents or instruments to consummate this transaction and carry the provisions of this Agreement into effect. It is expressly understood and agreed that Broadwater County Fair Board is represented by the County Attorney of Broadwater County in this transaction and that the County Attorney is not purporting to represent or advise the Permittee in regard to this transaction, this Agreement, any documents or instruments used in or related to the transaction, and that the Permittee has been advised to seek the advice of its own independent legal counsel.

XI. ACKNOWLEDGMENT

Permittee, by signing below, acknowledges that Permittee understands and appreciates the risks involved in the activity.

IN WITNESS WHEREOF, this Agreement shall be executed on the _____ day of _____, 20____, by the Parties hereto.

BROADWATER COUNTY FAIR BOARD _____

BY _____
JESSICA ERICKSON, FAIR MANAGER

BY _____
PERMITTEE

or

BROADWATER RODEO AND FAIR ASSOCIATION, INC.

BY _____
PRESIDENT/MANAGER/ _____