

Broadwater County Rodeo & Fair Association, Inc.
Facilities Rental Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between 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 Rodeo and Fairgrounds facilities, at **189 US HWY 12 E, Townsend, Montana**, hereinafter referred to as **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 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 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. **Management reserves the right to set the final Rental Fee Package, depending on the size and duration of the event and needs of the Permittee. Management also reserves the right to make adjustments on the final Rental Fee Package for smaller events.**

Fees, according to the needs of Permittee, include:

RODEO ASSOCIATION FACILITIES:

- a. _____ \$200 per day for rental and use of rodeo concessions stand
- b. _____ \$300 per day for the outdoor arena
- c. _____ \$75 per day for the Announcer Stand and Sound System
- d. _____ \$50 per half day and \$100 per full day for the indoor arena
- e. _____ \$50 for the North Horse Barn
- f. _____ \$100 per day for the Outdoor Arena Lights
- g. _____ \$50 minimum per day for Management to do additional arena work (see Notes below for further details)
- h. _____ \$50 minimum per day for Management to do additional arena watering (see Notes below for further details)

IMPORTANT NOTES:

1. **Items g. and h.** - Additional Management assistance may be considered by the Management on a per event/ per day basis; with an added fee, determined by the Management. Permittee must make clear arrangements with Management prior to the event. Furthermore Items g. and h. are not guaranteed, and are left to the discretion and availability of Management.
2. Only Management is allowed to use Management equipment and watering system.
3. The arena will be watered and worked one time before the event by Management. Additional arena work is the responsibility of the Permittee, who must also make sure everything is returned to pre-event conditions.

FAIR BOARD FACILITIES: (Noted for reference only. Permittee understands that Permittee is required to complete a separate Rental Agreement with the Fair Board if Permittee wishes to rent the following facilities for the event. Fees are current as of April 2024 and are subject to change by the Fair Board.):

- a. \$250 for the initial day for the 4-H/Exhibit Building (including restrooms)
- b. \$150 per additional day for the 4-H/Exhibit Building (including restrooms)
- c. \$125 for the 4-H Building Sound System
- d. \$50 per day for the 4-H Pavilion (electricity not included)
- e. \$50 for the South Horse Barn
- f. \$125 per day for the Indoor Restrooms
- g. \$100 Outdoor Restroom (Yellow, per event)
- h. \$25 per day for Electrical Hook-Ups

II. CONDITION OF RENTAL

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

III. CONDITION OF RETURN

Permittee must clean the 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.

INSPECTION CHECKLIST (attached): An Inspection Checklist will be provided and reviewed with this rental agreement, and completed by Permittee; with a final review, Facilities inspection and signature by both Parties, prior to return of refundable deposit.

If there is no damage, grounds and Facilities are cleaned properly (which includes the removal of all garbage from the Fairgrounds), and the completed Inspection Checklist (attached) is submitted, then the separate refundable deposit shall be returned to the Permittee, following an

inspection by a representative of Management.

IV. DAMAGES and INDEMNIFICATION

Permittee shall be responsible for any damages to property owned by the Broadwater Rodeo and Fair Association, Inc. and Broadwater County, 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, north and south of the 4-H/Exhibit building, north and south of the Commercial building, and around the covered handicap accessible seating area. Permittee also agrees to protect and defend the Broadwater Rodeo and Fair Association, Inc., Broadwater County, its elected and appointed officials, agents, and employees, and Broadwater County Fair Board, 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 Facilities are being used. **The certificate of liability insurance shall name Broadwater Rodeo and Fair Association, Inc., Broadwater County 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 of 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 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 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 the Broadwater Rodeo and Fair Association, Inc. and Broadwater County/Broadwater County Fair Board each retain their own independent legal counsel in this transaction, and that such legal counsel 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.

Permittee, by signing below and checking the appropriate box(es), acknowledges that Permittee understands and appreciates the requirement to complete two separate Rental Agreements (this Rental Agreement with the Broadwater Rodeo and Fair Association, Inc. and a separate Rental Agreement with the Broadwater County Fair Board), gathering signatures and paying fees for both, depending on the event and which Facilities are needed for the activity.

Permittee will complete, submit and pay fees on the following Rental Agreement(s) for stated event:

Broadwater County Rodeo and Fair Association, Inc. Rental Agreement

Contact: Lisa Larson, Authorized Representative (406-431-3140, 190larson@gmail.com with a mailing address of PO Box 417, Townsend, MT 59644)

Total Rental Fee Package Paid: _____

Refundable Deposit Amount Submitted: _____ **Returned:** YES NO

Inspection Checklist Completed: YES NO **Any Issues:** _____

Broadwater County Fair Board Rental Agreement

Contact: Jessica Erickson, Fair Manager (406-266-9242, fair@co.broadwater.mt.us)

Permittee, by signing below, acknowledges that Permittee understands and appreciates the requirement to complete with Management an Inspection Checklist (attached) as stated in Section. III., and included with Broadwater County Rodeo and Fair Association, Inc. Rental Agreement.

NOTE: Broadwater County Rodeo and Fair Association, Inc. and Broadwater County Fair Board agree to assist Permittee with completing the Rental Agreement(s) required for the activity.

TOWNSEND FAIRGROUNDS WEBPAGE: townsendfairgrounds.com

IN WITNESS WHEREOF, this Broadwater Rodeo and Fair Association, Inc. Rental Agreement shall be executed on the _____ day of _____, 20_____, by the Parties hereto.

BY _____
LISA LARSON,
AUTHORIZED REPRESENTATIVE
(Contact Info. provided above)

BY _____
PERMITTEE
Contact Information:
Phone: _____
Email: _____
Address: _____