

Broadwater Fair/Rodeo Grounds Rental Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between Broadwater Fair & Rodeo Association (hereinafter referred to as Management) and _____, hereinafter referred to as Permittee.

WITNESSETH:

WHEREAS, Permittee desires to use the Broadwater County Fairgrounds for an event on _____ and the Management is agreeable to such use, the parties hereto agree that the Permittee shall be granted the use of the Fairgrounds on the aforementioned date subject, however, to the following fees and conditions:

1. Permittee shall pay _____ for the rental of the Fairgrounds, accompanied by a **separate** refundable deposit of _____ both payable in advance and attached to this agreement. The boards have the right to set the amount of the refundable deposit which would be determined by the size of the event.) 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. _____ \$150 per day for the 4-H/Exhibit Building.
 - f. _____ \$100 for the 4-H Building Sound System.
 - g. _____ \$50 each for the Horse Barns (2).
 - h. _____ \$50 per day for the Outdoor Arena Lights.
 - i. _____ \$100 Outdoor Restroom (Yellow).
 - j. _____ \$25 per day for Electrical Hook-Ups.

Arena will be watered and worked one time before your event. Additional arena work is the responsibility of the Permittee.

(Prices for rentals are negotiable for smaller events.)

2. The buildings are rented as is and if there are fair items that need to be moved, Permittee is responsible for moving them and returning them to their original location. If there is no damage and grounds and buildings are cleaned properly (**which includes the removal of all garbage from Fairgrounds**), the deposit shall be refunded after inspection by a representative of the Fair Board and/or Rodeo Association. Permittee is to clean the facilities, including the bathrooms, after each session and upon completion of the activity. Permittee shall supply all cleaning supplies and shall return the premises to as good a condition as before it was used by Permittee.
3. Permittee shall be responsible for any damages to property owned by the county and/or the Broadwater Rodeo Association 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 of the Commercial building and around the covered handicap accessible seats. Permittee also agrees to protect and defend the Broadwater Rodeo Association, 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.

4. 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;
 - d. Provide adequate and proper equipment for the activity, if any;
 - e. Warn participants of the inherent danger of the activity, if any;
 - f. Inform participants of emergency procedures, if applicable; and
 - g. Close control the activity itself, particularly with minors.
5. 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.
6. If food concessions will be sold on the grounds, a Short Term Food Permit must be obtained from the county Sanitation Department (266-9209) before the date of the event.
7. 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 are being used. The certificate of liability insurance shall name **Broadwater County and the Broadwater Rodeo Association and Broadwater Fair Board** as additional insures under this policy. **Proof of insurance must be supplied prior to the opening of the event.**
8. The Management has the right to limit the hours of the activities for which Permittee will be using the Fairgrounds. The event shall end on _____ at _____ with **keys returned** to the board representative at that time.
9. Permittee, by signing below, acknowledges that he/she knows, understands and appreciates the risks involved in the activity.

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

Date

Permittee

Date

Fair Board Representative

Date

Rodeo Board Representative