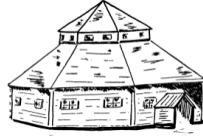


Fair Board
L.J. Pancost, Chairperson
Twin Bridges, MT

Jake Barnosky, Vice Chairperson
Sheridan, MT

Mark Hoyt
Silver Star, MT

Madison County Fair & Rodeo
PO Box 414
Twin Bridges, MT 59754



Fair Board
Chief Croy
Cameron, MT

Todd Nelson
Silver Star, MT

Amy Robbins
Fairgrounds Manager
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MADISON COUNTY FAIR PROPERTY LEASE APPLICATION

FACILITY: Pavilion _____ Jeffers _____ Rodeo Arena _____ Grounds _____

"APPLICANT" (Also referred to as: "Exhibitor" or "Lessee")

1. _____
NAME OF ORGANIZATION

Agent's Name

Address

Work Phone _____ Home Phone _____ Fax _____ Email _____

2. EVENT _____ DATE: _____

Contact Person _____ Phone _____
Can we use your Name and Phone # in our advertising for your event? Yes _____ No _____

3. FACILITY RENTAL RATES - # of days (one free setup day, exclusions may apply)

Additional set up days (\$100/day)

Pavilion (\$500/day)

Jeffers (\$250/day)

Arena Event \$300/day; 2-day event or more \$200/day, 3 or more events per season \$200 per event)

****The above rates are reviewed periodically and are subject to change.**

4. Approximate Number of Expected Attendants: _____ Public GATE/ADMISSION Charge: _____

5. Will Food Be Served? ____ Yes ____ No If "Yes" who will be providing it _____

6. Will Alcoholic Beverages be Served? ____ Yes ____ No

Who is providing the Alcohol? _____ License # _____

Who is providing Security? _____

7. **DEPOSIT:** The applicant is required to submit a \$500.00 deposit, payable in cash or by check, to the Fair Board upon scheduling the event at the Fairgrounds. Failure to remit the deposit will result in the non-reservation of the event. Should the applicant cause damage or loss to the Premises, Fairgrounds, buildings, or equipment, fail to sufficiently clean the facility post-use (including the removal of all garbage), or in any other way, fails to make payment to the Fair Board, the deposit will be forfeited. Any additional cleanup necessary, conducted by the Fair Manager, will be invoiced at a rate of \$50 per person per hour. Extra external services necessitated by the event or repairs for damages incurred during the event (e.g., additional garbage disposal) will incur an additional charge of \$50.00 per hour. The facilities are leased "as is." Should there be any county-

owned items that need relocation, the applicant must notify the Fair Manager, who will organize the relocation. The applicant assumes responsibility for cleaning the facilities and ensuring the premises are restored to their original state after the event. All cleaning supplies must be provided by the applicant. The deposit will be refunded following an inspection conducted by a County representative finding the grounds and buildings are in satisfactory condition.

8. Applicant 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. Applicant also agrees to protect and defend the 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 claims arising from the acts of omissions of Applicant and/or its agents, employees, or representatives under this agreement.

9. Applicant will provide general and specific supervision to:
- Inspect facility for potential hazards to the activity;
 - Plan for safe conduct of participants;
 - Provide adequate and proper equipment for the activity, if any;
 - Warn participants of the inherent danger of the activity, if any;
 - Inform participants of emergency procedures, if applicable; and
 - Closely control the activity itself, particularly with minors.

10. If food is being served, the food vendor must comply with State and County rules and regulations. Applicant must provide proof of County approval and a copy of a valid licenses required by the State and/or County.

11. If alcohol is served, the event must provide \$1,000,000/occurrence including liquor liability coverage and/or must be catered by a licensed and insured catering service. If alcohol will be consumed, Applicant shall further take all reasonable measures to ensure that minors are not bringing or consuming intoxicating beverages on the premises and that no other problems occur as a result of alcoholic beverages being served.

Fair Board approved alcohol training is required for anyone serving alcoholic beverages and proof of this training MUST be provided. A copy of the State Liquor License, Proof of Liquor Liability Insurance and a "City/County Alcoholic Beverage Catering Special Event Endorsement" must also be provided.

12. **WALK THROUGH:** A walk through prior to the event is mandatory with Fair Manager or Fair Agent to note prior damages and/or cleanliness. A walk through after the event is mandatory with Fair Manager or Fair Agent to return keys and check facility to make sure it is left in good shape.

13. **CANCELLATION:** If the Applicant cancels this agreement two weeks or more prior to the first scheduled day of use, the applicant will receive a full refund of the deposit. Applicants who cancel within two weeks of the first day of scheduled use will not receive a refund of the deposit. Applicants may receive a refund of their deposit and rental fees due to cancellations related to weather, declared emergencies or other exigent circumstances which would prevent the scheduled event from occurring or would unreasonably jeopardize attendees' health and safety. Applicants must give a 24-hour notice of cancellation of use or have arrangements with the Fair Manager if the cancellation is due to inclement weather, otherwise the deposit and rental fees will not be refunded. Madison County and the Fair Board shall not be held liable for any damages to the Applicant which may occur as a result of a cancellation.

14. **SCHEDULING:** The Fair Board and its employees shall make every effort to avoid scheduling conflicts in the use of the Fairgrounds; however, should a scheduling conflict occur, the parties agree the Fair Board, its employees or agents shall not be held responsible for any expense or damage caused by the conflict. Final resolution of any scheduling conflict shall be at the discretion of the Fair Board.

15. **PROOF OF INSURANCE:** Applicant shall attach to this agreement, proof of liability insurance in an amount not less than \$1,000,000/occurrence (or \$500,000 per occurrence depending on specific hazard category) for the event for which the county facilities are being used. If alcohol will be served or consumed during the activity, the liability coverage needs to include a liquor

clause. In the event a community or civic organization or a business enterprise leases the premises and needs to take out a separate liability policy for their specific event, they shall name the county as additional insured under said policy.

16. The County has the right to limit the hours of the activities for which Applicant will be using the Fairgrounds. The event shall end on _____ at _____.

INSURANCE REQUIREMENTS BY EXPOSURE CLASS:

A. HIGH

Events require a signed agreement that includes:

- a. At least \$1,000,000/occurrence liability limit and proof of liability insurance,
- b. The County added as additional name insured and
- c. A signed "Hold Harmless Agreement" (as part of the User Agreement)
- d. If alcohol is used or allowed, liquor liability coverage must be obtained.

High Exposure Classes:

Animal Acts	Rallies (Truck, Pulls, Mud, Political)	
Animal Racing	Fireworks	Pop/Rock Concerts
Arcades	Go-Karts	Races (Animal, Truck, etc.)
Carnivals (with Rides)	Gun Shows	Religious Assemblies (Ex. Evangelist Meetings)
Circuses (Animal Acts)	Logging/Lumberjack Shows	Rodeos or Horse Events/Competitions
Parades	Sporting Events	Public events with security concerns
Shooting Competitions	Conventions	Picnics with pool or lake activities
Any event, including dances and concerts with more than 1,000 people		

******If alcohol is used or allowed at any event or for any organization using the insured's facility, the event is automatically classified as a high exposure. ******

B. MEDIUM

1. Events should require a signed agreement that includes:

- a. At least \$500,000/occurrence liability limit and proof of liability insurance, and
- b. Have a signed "Hold Harmless Agreement".

Medium Exposure Classes:

Horse Shows	Proms	School Band/Drill Team Competition
Charity/School Carnivals (no rides)	Reunions (Ex. Family/Class)	Festivals
Wedding Receptions (No Alcohol)		
Any event, including dances and concerts with less than 1,000 people		

C. LOW

1. Events should require a signed agreement that includes:

- a. At least \$500,000/occurrence liability limit and proof of liability insurance; **OR**
- b. In lieu of proof of liability insurance, a signed "Hold Harmless Agreement" as part of this agreement.

Low Exposure Classes:

Auctions	Musicals (Plays)	Animals/Livestock Shows
Award Presentations	Pageants	Meetings
Banquets/Luncheons	Phone-a-thons	Business, Consumer
Bazaars	Picnics (with no water activities)	Sales
Bingo Games	Craft Shows	Job Fairs
Rummage Sales	Seminars	Swap Meets
Dinner Theater	Graduation	Educational Exhibits
Speaking Engagements	Scouting Jamborees	Misc. Social Gatherings
Flea Markets	Debuts (Ex. Debutante Balls)	

Trade Shows (Including: Antique, Art, Auto, Boat, Business, Craft, Dance, Fashion, Flower, Garden, Home, RV, Trade & Vacation)

17. **Security:** Security is the responsibility of Applicant. Applicant is responsible to the behavior of attendees. Applicant must arrange for a security service at all events where alcohol will be sold or provided. The Fair Board will not provide a security service.

18. **PAYMENT:** Payment in full is due and payable two weeks prior to applicant's event. Non-payment shall result in cancellation of the event and the deposit will not be refunded.

19. **This agreement shall be construed according to the laws of the State of Montana. The venue for litigation concerning the terms or performance of this agreement shall be the 5th Judicial District Court in Madison County, Montana.**

FACILITY RENTAL RATES:

	Rate	
Arena w/out lights (includes one dirt grooming prior to event) (3 or more events per season = \$200 per event) (2-day event = \$200/day) <i>Crow's nest/Concessions/ Rodeo office included in arena rental.</i>	\$300.00/day	
Arena Lights	\$300.00/day	
Initial Watering Arena if Available	\$100/watering	
Additional Arena Watering	\$100/each watering	
Tractor	\$100.00/day	
Rodeo Pens (Used as horse stalls) and Stalls	\$15.00/day/pen	
Overnight camping with power	\$ 70.00/day	
Overnight camping without power	\$35.00/day	
Jeffers Building	\$250.00/day	
Pavilion Building	\$500.00/day	
DEPOSIT (<i>See #7 "Deposit" info above for details</i>)	\$500.00	
TOTAL DUE (please pay fee and deposit in two separate checks)		

****The above rates are reviewed periodically and are subject to change. ****

Applicant, by signing below, agrees to abide by the terms stated in this MADISON COUNTY FAIRGROUNDS LEASE APPLICATION and acknowledges that he/she knows, understands and appreciates the risks involved in the activity.

Applicant Signature	Fairgrounds Manager Signature
Date	Date

RELEASE OF LIABILITY

In consideration for the opportunity to use the facilities and grounds of the Madison County Fairgrounds at Twin Bridges, Montana.

I, the undersigned, for myself and for all of the members of the organization listed below, and their principals and heirs, administrators, and assigns, release, remise, and discharge Madison County, the Madison County Fair Board, and agents, employees, assigns, officers, officials, and successors thereof, of all claims, demands, actions, and causes of action of any sort for injury, damage or loss to my person, equipment or other property, sustained due to negligence or any other fault in connection with my activity in and about the Madison County Fairgrounds. I realize and appreciate that risks and dangers exist and that unanticipated risks and dangers may arise. I have undertaken my endeavors at the Madison County Fairgrounds on my own judgment and at my own risk. I assume all risk of injury, damage or loss of myself, my equipment, or other property which may be sustained in connection with my activity in and about the Fairgrounds due to negligence or any other fault. The Applicant shall indemnify the Fair Board for any damages which result to third parties from the Applicant's activities on Fair Board property.

I, the undersigned, shall hold Madison County and the Madison County Fair Board, and agents, employees, assign, officers, officials, and successors thereof, harmless from any claim or cause of action for any injuries or damages occasioned by my actions or omissions, or connected with my use of the Madison County Fairgrounds or facilities.

IN WITNESS WHEREOF, this Release and Hold Harmless Agreement has been signed and executed this _____ day of _____. 20__.

Renter Signature: _____ Date: _____

Fairgrounds Manager: _____ Date: _____