



APPLICATION FAIRGROUNDS FACILITY USE

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between ROSEBUD COUNTY and ROSEBUD/TREASURE COUNTY FAIR (hereinafter referred to as County, Fair, or Rosebud County/Fair), and _____, hereinafter referred to as PERMITTEE.

WHEREAS: Permittee desires to use certain areas of the Rosebud County Fairgrounds as noted below for an event to be held on _____, and the County is agreeable to the date(s). Parties agree that Permittee shall be granted the use of the facility on the aforementioned date(s) subject to the following fees and conditions:

1. Permittee will be granted use of the following areas of the Fairgrounds facility at the rental rates noted:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

2. Permittee will be granted access to the above named areas of the Facility up to ____ days before the event for preparation purposes, but the parties agree that no business or entertainment will be conducted on the premises prior to the date(s) of the event.

3. **The Facilities are rented “as is” and if there are Fair items that need to be moved, Permittee must make such arrangements with Fair supervisory personnel. Any Fair items moved must be returned to their original location after the event. If Fair personnel are required to move items, the Fair reserves the right to levy an additional fee for moving and returning property to its original location. (Fee amount will be disclosed before any work takes place.)**

If there is no damage and the grounds are buildings are cleaned properly (which includes hauling all garbage to nearest garbage containers), the deposit will be refunded after inspection by a representative of the Fair. If there is damage or the premises are left dirty, fair supervisory personnel will determine what is to be withheld from the cleaning and damage deposits, and will remit to Permittee the balance remaining from the deposits with an explanation. Permittee is to clean the facilities, including the bathrooms, after each session and upon completion of the event or activity. Cleaning supplies will be made available at the Permittee’s request.

4. Permittee shall be responsible for any damages to County/Fair property and shall assume all responsibility for damages or injuries to persons and/or property at the event. Permittee also agrees to protect and defend Rosebud County and the Rosebud/Treasure County Fair 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 arising from the acts or omissions of Permittee and/or its agents, employees or representatives under this agreement. Permittee will be required to sign the **HOLD HARMLESS AGREEMENT** on Page 3 of this rental agreement.

5. Permittee will provide general and specific supervision to:

- a. Inspect the facility for potential hazards to the activity
 - b. Plan for 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
 - f. Closely control the activity if minors are involved or participating
6. Permittee agrees that facility keys may not be duplicated. All costs of rekeying the locks if keys are lost or not returned will be the sole responsibility of the Permittee.
- 7. If alcohol is sold, distributed or consumed during Permittee's event, the event must provide insurance amounting to \$1,000,000/occurrence including liquor liability coverage, and/or must have the event catered by a licensed catering service. Permittee shall further take all reasonable measures to insure that minors are not consuming intoxicating beverages on the premises and that no other problem occur as a result of alcoholic beverages being consumed. Permittee shall name Rosebud County/Fairgrounds as an additional insured under the policy. SEE BOTTOM OF PAGE 3.**
8. Permittee shall attach to this agreement proof of liability insurance with Rosebud County/Fair named as an additional insured in an amount not less than one million dollars (\$1,000,000.00) per occurrence. **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 Rosebud County/Fairgrounds as an additional insured under said policy.**
9. Rosebud County/Fair has the right to limit the hours of activities for which Permittee will be using the fairgrounds. The event will end by _____ (AM / PM) on _____.
10. PLEASE DO NOT USE NAILS, THUMB TACKS, PINS, DUCT TAPE, PACKING TAPE, OR SCOTCH TAPE ON THE WALLS IN THE EXHIBIT HALL.
- 11. PERMITTEE AGREES TO INFORM THE COUNTY/FAIR IF THEIR EVENT REQUIRES ELECTRICITY. An extra charge will be assessed for electrical power. The amount of this charge will be disclosed prior to the event.**
- 12. PERMITTEE AGREES THAT NO ONE UNDER THE AGE OF 18 MAY OPERATE ANY COUNTY EQUIPMENT (tractor, groomer, mowers, water truck, bucket truck, chite, John Deere Gator, etc.)**
13. Permittee, by signing below, acknowledges that they know, understand, appreciate, and will comply with all the aforementioned requirements.

IN WITNESS WHEREOF, this agreement is executed on the day and year written below by the parties hereto:

Permittee	Date
County or Fair Representative	Date

RETURN COMPLETED FORMS TO:

Rosebud-Treasure County Fair
 PO Box 990
 Forsyth, MT 59327

HOLD HARMLESS AGREEMENT

_____ (Permittee), its officers, employees or members shall, through the signing of this Agreement by an authorized party of agent, indemnify, hold harmless and defend Rosebud/Treasure County Fair, Rosebud County, their agains and employees from all suits and actions, including reasonable attorney fees and all costs of litigation of every name and description agains Rosebud County / Fair as a result of loss, damage or injury to persons or property by reason of any act or omission by Permitte, its agents or employees for the following activities:

Signed this _____ day of _____, 20_____

By: _____

Title/Company name: _____

Phone number and address: _____

NOTE: The Rosebud-Treasure County Fair Board and supervisory personnel reserve the right to accept or reject rental requests on a case-by-case basis.

E-mail us at rosebudcofair@rangeweb.net Website address: www.rosebudcountyfair.com

IF YOU ARE HAVING FOOD AND ALCOHOL CATERED, COPIES OF YOUR CATERER’S LICENSES AND LIABILITY INSURANCE MUST BE PROVIDED TO THE FAIR OFFICE PRIOR TO YOUR EVENT. NO EXCEPTIONS.