



Mailing Address: PO Box 231, Downey Idaho 83234
Email: jpehrson@bannockcounty.us **Phone:** 208-406-9654

Payment Received: _____
Insurance Received: _____
Permits Received: _____
RecDesk Outlook Board
Spreadsheet Reservation listing

FAIRGROUNDS CONTRACT—DOWNEY IDAHO

This is a request for facility reservation. Please complete all information. Incomplete information will result in a delay in the review of your contract. The following information is requested to assist in the review and consideration of your request to rent a County facility. Historical users (using their original dates) have first priority. All other requests are on a first come - first served basis.

RENTER INFORMATION

- Company/Organization Name: (event host) _____
- Contact Name: (who will sign the contract) _____ Title: _____
- Mailing Address: _____
- City: _____ State: _____ Zip Code: _____
- Daytime Phone: _____ Evening Phone: _____ Email: _____

EVENT INFORMATION

- Event Name: _____ Area Requested _____
- Event Description: _____
- Event Date(s): _____ Estimated Number of Attendees: _____
- Event Start Time: _____ Event End Time: _____
- Additional Set- Up or Tear Down Days (if needed): _____
- Paid Admission Event: YES ____ NO ____ cost ____ Event Open to the Public: YES ____ NO ____
- Will Alcohol Be Served/Consumed? YES ____ NO ____ (if yes, county permit (\$20) must be provided and present at event)

THE COUNTY SHALL:

Permit the **Applicant** to occupy the space as written above, to prepare buildings or the erect temporary booths, which **Applicant** may use during the rental periods.
Permit the **Applicant** to display, demonstrate, sell, solicit or operate their business within the limits of their leased space.
Use reasonable safeguards against fire, theft, and accidents, but does not assume any liability for damages to goods or property of the **Applicant** from fire, theft, water or storm, or any liability for accidents to persons or property caused under, or by virtue of the apparitions of Lessee under this contract.
Have a lien upon any and all property stored, used or located upon the leased space, or elsewhere upon the fairgrounds by the **Lessee** for any and all damages sustained by the breach of this contract or otherwise caused by the **Applicant**, and shall have the right to restrain such property or any part of it without process of law, and may appropriate any or all such as its own to satisfy and such claim.
Reserve the right to all food concession, unless otherwise permitted. If additional vendors are permitted menu must not compete with menu of fixed site.

THE APPLICANT SHALL:

Obtain approval for erection of buildings, tents, enclosures, structures and signs outdoor from **County**.
Not nail, drill, paint, or do anything to change appearance of the walls. Do not use tape on concrete floors.
Remove all temporary structures, forms, booths, etc. within twenty-four (24) hours after termination of lease. Items left after that time become the property of the **County**, to make such disposition as they shall see fit.
Not do any additional electrical wiring without permission of **County**.
Not permit any ale, beer or intoxicating liquor of any kind to be consumed by the **Applicant**, his employees, agents or guests without proper permit.
Comply fully with all laws and ordinances of the Bannock County Fire protection **District #1**.
Agrees to furnish security at its own expense as is deemed necessary for protection of valuable displays and building during the event day and night.
Applicant agrees to furnish the **County** a Certificate of Insurance naming Bannock County and agents as additionally insured in a \$ _____ combined single limit policy, such policy being delivered to Events Center Office ten (10) days prior to move in time.
Applicant shall provide a security deposit as indicated on the fee schedule, payable when reservation for facility is taken and contract signed. Payment will be held as a security binding. Deposit will be refunded if notification of cancellation is received 30 days prior to event or upon final inspection of facilities, provided there has been no damage and facility is returned in same condition as received. (Clean)
The **Lessee** will pay the building/grounds rental fees **thirty (30) days prior to the event (unless other arrangements are made prior to the event) in the amount of: _____ (see attached page for fee schedule)**
Please make checks payable to - Bannock County Fairgrounds. Sales tax shall be collected as per Idaho State Tax Commission rules.

Bannock County Fairboard

_____ Date _____

_____ Date _____

A. The terms of this contract shall commence and be binding upon the parties when the last signature is affixed to this contract, and final approval and granting of the application is made by the Bannock County Fairboard. No use of County facilities or grounds shall take place in the absence of approval. The terms of this contract shall remain in full force and effect until all obligations are fully performed or it is terminated as provided herein.

B. A fee as set by the Bannock County Commissioners, including but not limited to additional security, shall be paid by Applicant for the use of facilities and/or grounds. If waiver or reduction of fees has been requested, this must be approved by the Bannock County Commissioners and Applicant must comply with such terms set by the Board.

C. Applicant shall use only those parts of the facilities and/or grounds applied for and essential for the use. Applicant's use of facilities and grounds shall occur only with the agreement and acquiescence of the Bannock County Commissioners and take place in such a manner as shall not interfere with the use of building and grounds by the County or other users.

D. Applicant is responsible for and shall pay to repair all damage caused by its employees, volunteers, agents, participants or invitees to any fixtures, equipment, facilities and/or grounds as a result of the use.

E. Applicant shall clean, if necessary, all areas of any facilities and/or grounds which are used pursuant to this Agreement and shall leave the building(s) and/or grounds in the state it was prior to the commencement of the use. Failure of Applicant to clean areas of the buildings and/or grounds to the satisfaction of the County shall result in an assessment of costs or loss of deposit to Applicant for any necessary cleaning. The County reserves the right to request and receive an appropriate security and or cleaning deposit from Applicant if deemed necessary. Costs for any repairs or cleaning required may be deducted from said deposit.

F. Applicant agrees that the use of County buildings and grounds shall be in accord with any applicable state, local or federal law or regulation.

G. Applicant agrees that in the event any hazardous or potentially hazardous activities are contemplated in Applicant's use of the facilities, the Applicant shall obtain waivers and/or releases of liability from any and all participants in the activities. Said waivers shall contain, at a minimum, the following language in paragraph G(1). Said waivers are subject to the approval of the County prior to use of the facilities. Copies of all signed waivers shall be provided to the County upon request. This requirement does not, in any way, abrogate the requirement for indemnification herein, abrogate the invocation of sovereign immunity herein, eliminate any requirement imposed by the County for proof of sufficient insurance, nor modify or abrogate any defenses or immunities provided by law. Hazardous activities include, but are not limited to any sport or activity whether involving animals or equipment which carries an inherent risk or injury, property destruction or death. The Applicant agrees that decisions by the County or County staff to require or not to require the execution or submission of waivers does not abrogate any immunities or defenses provided by law. The County staff has complete discretion in the decision to require or not require the execution and submission of waivers in connection with any event.

G.(1) Applicant shall have participants sign a release and discharge of Bannock County, its elected and appointed officials, and employees and agents from all actions, causes of action, damages, claims or demands for all known or unknown personal injuries, property damage or death resulting from or arising out of my participation in the above described activity or events.

H. Maintenance. Bannock County agrees that regular maintenance of the grounds, parking lots and buildings will be the responsibility of the County.

I. Default. Each and every term and condition hereof shall be deemed to be a material element of the Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

J. Independent Entities. County and Applicant are independent entities and their employees, volunteers, participants or invitees are not to be considered agents or employees of the other. Actions performed by Applicant pursuant to this contract are those of an independent agent and not those of an employee of the County.

K. Entire Agreement. This contract, with any properly executed addendums, represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements and agreements, whether written or oral.

L. Assignment. Neither this contract, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

M. Modification. This Application and Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

N. Invalidity. The parties mutually understand and agree this contract shall be governed by and interpreted pursuant to the laws of the State of Idaho. If any provision of this contract is held invalid or unenforceable by any court of competent jurisdiction, or if the County is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this contract are fully severable.

O. Venue. If any dispute arises between the parties from or concerning this contract or the subject matter hereof, any suit or proceeding at law or inequity shall be brought in the District Court of the State of Idaho, County of Bannock. Nothing in this clause shall be interpreted or construed to waive the County's assertion of governmental immunity.

P. Contingencies. Applicant certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Q. Discrimination. All parties agree they will not discriminate against any person who performs work under the terms and conditions of this contract because of race, color, gender, creed, handicapping conditions or national origin.

R. ADA Compliance. All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans with Disabilities Act, P.L. 101 -336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto.

S. Governmental Immunity. The Bannock County Commissioners and Bannock County do not waive their governmental immunity provided by any law by entering into and/or granting this contract and the County fully retains all immunities and defenses provided by law with regard to any action based upon this Agreement. Further, the County and its elected and appointed officials do not waive their governmental immunity under contract, tort or any other applicable theory of law by entering into or granting this contract.

T. Force Majeure. Neither party shall be liable to perform under this contract if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

U. Notices. All notices required and permitted under this contract shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the address listed herein, or when personally delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.

V. Indemnification. To the fullest extent permitted by law, Applicant agrees to indemnify and hold harmless Bannock County and its elected and appointed officials, employees and volunteers from any and all claims, damages, losses and expenses, including reasonable attorney's fees, for injuries, illness, death, property damage, claims, penalties, actions, demands or expenses arising from or in connection with this contract. In granting this contract, Bannock County may, in its sole discretion, require Applicant to show proof of insurance sufficient to cover Applicant's obligations pursuant to this clause. No use of buildings or grounds may commence until Bannock County Risk Management or County Legal Counsel has reviewed and approved the insurance coverage obtained/provided by Applicant if so required.

W. Third Party Beneficiary. The parties do not intend to create in any other individual or entity the status of third party beneficiary and this Application and Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this contract shall operate only between the parties to this contract and shall inure solely to the benefit of the parties to this contract. The parties to this contract intend and expressly agree that only parties signatory to this contract shall have any legal or equitable right to seek to enforce this contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of it, or to bring action for its breach. This provision is not intended to waive the County's governmental immunity in any way and shall not be construed to waive said governmental immunity in any way.

X. Termination. This Agreement may be terminated by either party at any time for failure of another party to comply with the terms and conditions of this Agreement; by Bannock County with fifteen (15) days' prior written notice to other parties; or upon mutual written agreement by all parties.

Y. Appropriations Clause. Bannock County's obligations under this Application and Agreement are conditioned upon the availability of funds which are appropriated or allocated for such obligations. If funds are not allocated and available for the continuance of said obligations, the contract may be terminated by the County at the end of the period for which funds are available. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

Z. Alteration or Additions. Without the written consent of the County, or unless otherwise allowed by this Agreement, the Applicant shall not make any improvements to or alterations of the premises. Any alterations or improvements to the premises made by the Applicant shall become part of the realty and the property of the County.

Date

Applicant Signature

Print

FEE SCHEDULE

STANDARD EVENTS / FEES: Capacity of <150 and / or events with minimal to no risk, production, use of resources and / or hard costs. Fees include the venue / space, arena or room configuration, and equipment (chairs, desks, tables, stage, rodeo equipment, panes, and sound system) assigned to that space. Includes power, water and internet, of minimal use and initial area prep.

NON STANDARD EVENTS / FEES: Capacity of >150 and / or with a significant amount of risk, production, or use of resources and hard costs. Fees are determined by Bannock County Facilities management with consideration of additional risk, production equipment, use of resources and hard costs.

| | | | | | | | | | |
|--|---|---|--|---|-------|-------------------|-----------------------|--|--------|
| | FAIRGROUNDS - DOWNEY | | | | | | | | CHARGE |
| | Set up days for all facilities will be charged 50% of the daily rates | | | | | | | | |
| | | Description | | Hourly | Daily | | | | |
| | | | | Hourly | Daily | | | | |
| | Outdoor Arena/ Indoor Arena | | | \$25 | \$250 | | | | \$ |
| | Fair grounds buildings | | | \$25 | \$250 | | | | \$ |
| | Covered Stage Area | | | \$25 | \$250 | | | | \$ |
| | | | | | | | | | |
| | User Fee | | | Up to 5 hours | | 5 hours and Above | | | |
| | | 151 to 250 people | | \$250 | | \$500 | | | |
| | | 250 to 499 people | | \$375 | | \$750 | | | |
| | | | | | | | | | |
| | Cattle Panel | Per Day | | \$5 | | | | | |
| | Additional Arena Work | Per Time | | \$50 | | | | | |
| | Small Tractor with Operator | Per Hour | | \$75 | | | | | |
| | Additional Labor | Per Hour | | \$25 | | | | | |
| | Tables | Each per Day | | \$5 | | | | | |
| | Chairs | Each per Day | | \$1 | | | | | |
| | | | | | | | | | |
| | Horse Stalls | | | Per Night | | | Monthly | | |
| | Per Stall | | | \$20 | | | \$55 / \$65 | | |
| | Tack/Hay Room | | | | | | \$20 | | |
| | | | | | | | | | |
| | Indoor Arena Passes | | | Individual | | | Family | | \$ |
| | Daily-Monthly-6 Months-Annual | | | \$15-\$25-\$80-\$120 | | | \$20-\$30-\$120-\$240 | | \$ |
| | | | | | | | | | |
| | VENDOR FEES | | | | | | | | \$ |
| | Food Vendors | | | \$300.00 / fair week | | | | | \$ |
| | Drink only Vendors | | | \$200.00 / fair week | | | | | \$ |
| | Merchandise Vendors | | | \$100.00/ fair week | | | | | |
| | Concession Stand (old Lions stand) | | | \$1,500.00 + propane refill / fair week | | | | | \$ |
| | Daily Vender Fee | | | Fee Negotiable by Contract | | | | | |
| | | | | | | | | | |
| | ELECTRICAL COSTS | | | | | | | | |
| | Electrical inspector show up | | | \$65 | | | | | |
| | Electrical inspection per vendor | | | \$10 | | | | | |
| | Ground Rod Kit | | | \$45 | | | | | |
| | Administrative fee for | inspection/vendor | | \$50 | | | | | |
| | | | | | | | | | |
| | Portable Bleachers | | | | | | | | |
| | 10 Row—45 feet wide / seats 300 | Prices include delivery up to 100 miles—over 100 miles will be charged per mile federal mileage | | \$600.00 daily | | \$2,000.00 weekly | | | |
| | 10 Row—30 feet wide / seats 200 | | | \$600.00 daily | | \$1,500.00 weekly | | | |

TOTAL DUE: _____

ADDITIONAL EVENT INFORMATION

EVENT NAME: _____

DATE: _____

TIME OF EVENT: _____

AREA: _____

ADDITIONAL EVENT DETAILS:

SPECIAL SET UP INSTRUCTIONS:

NOTES / DRAWINGS: