



BANNOCK COUNTY COMMISSIONERS' – MEETING

Commissioners' Agenda

The Board of County Commissioners (BOCC) is comprised of the three elected County Commissioners: Ernie Moser (District 1), Jeff Hough (District 2, Chair), and Ken Bullock (District 3). The BOCC generally meets twice weekly: Tuesdays & Thursdays at 9:00 a.m. Unless otherwise noted, meetings are generally held in the Commissioner's Chambers at 624 E Center, Room 212, Pocatello, Idaho. During these public meetings, the BOCC may approve contracts, expend funds, hear testimony, make decisions on land use cases, and take care of other County matters.

Times are subject to change within 15 minutes of the stated time.

Thursday, March 26, 2026

9:00 AM Work Session and Claims Meeting (action items)

Work Session Agenda:

- Tristan Bourquin, Planning and Development, providing a monthly Planning and Development update (requested 10 minutes) (potential action item)
- Dan Kendall, Buildings and Grounds, providing a monthly update
- Jamie Pehrson, Bannock County Fair, requesting approval of (1) new Fairgrounds Rental Contract with updates from Legal and HR, (2) discussion regarding Fairgrounds rental procedure, (3) seeking approval of 4H contract for use of Exhibit Building with waived fees, (4) seeking approval of contract from Franson Civil Engineers - meets fee schedule, and (5) seeking approval of contract from Downey Elementary PTO - meets fee schedule (requested 15 minutes) (action item)

Claims Agenda:

- Board of Ambulance District: Invoices and Commissioner Report
- Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications
- Personnel Actions with potential Executive Session under Idaho Code ?? 74-206(1)(a),(b)&(d) for personnel actions or personnel records exempt from disclosure with potential action following adjournment of Executive Session
- Payroll Report

- Alcohol Licenses and Permits
- Certificate of Residency Approval
- Mileage Reimbursement Requests
- Technology Request Form
- Memorandum Authorization for Accounts Payable
- Cardholder User Agreement and Authorization



BANNOCK COUNTY COMMISSIONERS
 624 E. Center, Pocatello, ID 83201
 Phone: (208) 236-7210 • Fax: (208) 232-7363

ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

KEN BULLOCK
 Commissioner
 3rd District

Business Meeting Agenda Request Form

*The Board of Bannock County Commissioners business meetings are generally held on **Tuesday at 9:15 a.m.** in the Commissioners' Chambers in the Bannock County Courthouse, Room 212; 624 E Center Pocatello, Idaho or as noticed **48 hours** prior to the meeting at <https://bannockcounty.us/commissioners/>. The Commissioners also hold meetings throughout the week as coordinated with the Commissioners' staff. Agenda times are subject to change within **15 minutes** of scheduled time. Any person(s) needing special accommodations to participate in public meetings should contact the Commissioners' Office at 208-236-7210, three to five working days before the meeting.*

Requestor Name:

Tristan Bourquin

Department:

Planning and Development

Requestor Email:

tristanb@bannockcounty.gov

Item(s) to be considered:

Providing a Planning and Development update

Date of meeting being requested:

03/26/2026

Time requested:

10 Minutes

Does the request involve a contract, agreement, external funding, or award acceptance?

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

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 624 E. Center, Pocatello, ID 83201
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Requestor Name:

Dan Kendall

Department:

Buildings and Grounds

Requestor Email:

danielk@bannockcounty.gov

Item(s) to be considered:

Providing a monthly facilities update

Date of meeting being requested:

03/26/2026

Time requested:

10 Minutes

Does the request involve a contract, agreement, external funding, or award acceptance?

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:



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Phone: (208) 236-7210 • Fax: (208) 232-7363

ERNIE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

JOHN CROWDER
Commissioner
3rd District

WORK SESSION REQUEST FORM

Work Sessions are held on Thursdays at 9:15 a.m., unless otherwise noticed.

Email this completed form and any supporting documents to agendarequest@bannockcounty.us by noon on Monday prior to the scheduled meeting.

Name/Department:

Fairgrounds

Concern/issue/question:

Requesting approval of new Fairgrounds Rental Contract with updates from Legal and HR

Discussion regarding Fairgrounds rental procedure

Seeking approval of 4H contract for use of Exhibit Building with waived fees

Suggested solution?



How much time will be needed for this issue?

15 minutes

What meeting date is requested?

3/26/26

List of attendees:

Jamie Pehrson, D'Lyn Moser-Evans, Scott Crowther, Alex Hauser, Nikki Ennis,

Please include any supporting documents with your Work Session Request Form.

Commissioner Office Only:

Date: 3/26/26 Time: _____



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

FAIRGROUNDS RENTAL 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 display, demonstrate, sell, solicit or operate their business within the limits of their leased space and during the rental period. 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 as a result of 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, the menu must not compete with the menu offered by Bannock County. The term "compete" is to be defined by the Bannock County Board of Commissioners in their discretion.

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, and pursuant to the lien provisions contained in this contract. 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 Downey Fire District. 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. Before the application for rental can be approved, the applicant shall provide a Certificate of Insurance with general liability or special event liability coverage of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate naming Bannock County and its agents as additional insureds on the policy. If applicable, the renting entity shall also provide proof of coverage with at least statutory minimums for workers' compensation, employer's liability and auto on behalf of any of its employees, drivers or entity vehicles who will be participating at the event or used at the location. Any event that is approved for alcohol use for the group or entity will also provide a certificate of insurance for Liquor Liability policy coverage in the amounts of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate coverage. Bannock County shall not provide security services. If Applicant desires security services to be necessary to protect any items of value during the contract term, security services shall be provided by Applicant outside the terms of this contract, but with the approval of the Bannock County Board of Commissioners. 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 Fair Board / Commissioners

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 Board of Commissioners. 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. 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. In circumstances where Applicant leaves the rented space or facility in such a state that cleaning services in excess of a value in excess of the deposit must be used, Applicant agrees to remit payment to Bannock County for the overages. This provision shall only apply in circumstances where the leased space or facility is left by Applicant in a state that requires cleaning services that are unusual or extraordinary for the contracted use.
- 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 to require or not to require the execution or submission of waivers does not abrogate any immunities or defenses provided by law. The County 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, 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. Should this contract be terminated by Applicant after a deposit has already been made, the County may subtract any costs incurred by the County flowing directly from its performance of its responsibilities under this contract and return the balance to the Applicant. If, in such an event, the costs of the County exceed the deposit amount, Applicant agrees to remit payment to Bannock County within thirty (30) days of contract cancellation.
- 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.
- AA. Requiring Disclosures. By signing this contract, Applicant hereby certifies it is not a person or entity currently engaged in a boycott of the state of Israel. Applicant further certifies it is not a person or entity that will engage in a boycott of Israel during the term of this contract.

Date

Applicant Signature

Prin

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 / Additional fees negotiable with contract for alrger events												
		Description		Hourly	Daily							
	Exhibit Hall	Will include walk thru and inventory before and after event		\$50	\$500							
	Kitchen Area	With Exhibit Hall rental		\$25	\$250							
	Conference Room	Without Exhibit Hall Rental		\$25	\$250							
	Outdoor Arena/ Indoor Arena			\$25	\$250							\$
	Fair grounds buildings			\$25	\$250							\$
	Covered Stage Area			\$25	\$250							\$
				Up to 5 hours		5 hours and Above						
	User Fee	151 to 250 people		\$250	\$500							
		250 to 499 people		\$375	\$750							
		500 people and above		\$500	\$1,000							
	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							
	Monthly Vendor Fee				\$90 per month							
	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 rate		\$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:

EVENT PARTIES RESPONSIBILITIES

Staff Responsibilities:

- Provide one on-site staff person for the duration of your event if determined to be necessary.
- Walk through of the facility to show the areas and supplies you have access to.
- Provide tables and chairs at each facility as per permitted amount.
- Assist in answering questions and troubleshooting during your event.
- Guide your clean up and walk through the building to inspect prior to your departure.
- Maintain restrooms and ensure they are stocked and clean throughout the event.
- Monitor event traffic and parking lot to ensure safety and avoid congestion around facilities and across public roads.
- Please note if there is more than one event taking place over the entire facilities then all duties and tasks are prioritized by Bannock County Fair Board but will give preference on a first come, first serve for any guests in attendance of any event.
- Ensure that alcohol is only consumed at events with proper permits and ensure that all alcohol stays within the facility. **NO ALCOHOL IS ALLOWED WITHOUT BC CATERING PERMIT OR OUTSIDE PERMITTED AREAS.**

Renter Responsibilities:

- Arrive at your scheduled start time. We do not allow early set up without request and approved through event permit.
- Our staff is not able to sign for or receive deliveries. We are not responsible for overnight storage—all belongings and outside rental items need to be taken with you at the end of your rental.

- Set up tables, chairs and other supplies as needed for your event, unless set up fee has been paid.
- Maintain control of your group and ensure recreation policies are enforced.
- Clean up following your event, finishing by the end of your rental times, unless tear down fee has been paid.
- Go through a Rental Inspection Checklist with Recreation Attendant before and after event.
- Vendor building is not included in grounds rental – additional fee is required for use. Kitchen cleaning is NOT included in Tear down Fee. Renter MUST clean kitchen and kitchen equipment thoroughly.
- Unless defined in event permit and included with fees events must bring all your own extension cords, water hoses, tape, office supplies and ladders. We do not provide any of these items.
- Each building has an allotted amount of tables and chairs; should you need more than what is supplied it is up to you to rent them from an outside vendor.



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

FAIRGROUNDS RENTAL 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) 4-H UI Extension
Contact Name: (who will sign the contract) Nikola Ennis Title: Extension Educator
Mailing Address: 10560 Fairgrounds Rd. Bldg. A
City: Pocatello State: ID Zip Code: 83202
Daytime Phone: 208-236-7310 Evening Phone: Email: ennis@uidaho.edu

EVENT INFORMATION

- Event Name: 4-H Livestock Day Camp Area Requested Exhibit Building
Event Description: Teaching about livestock to 4-H youth + non 4-H members
Event Date(s): April 3 Estimated Number of Attendees: 50?
Event Start Time: 9 AM Event End Time: 3pm
Additional Set-Up or Tear Down Days (if needed):
Paid Admission Event: YES NO X cost Event Open to the Public: YES X NO
Will Alcohol Be Served/Consumed? YES NO X (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.

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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. "Before the application for rental can be approved, the applicant shall provide a Certificate of Insurance with general liability or special event liability coverage of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate naming Bannock County and its agents as additional insureds on the policy. If applicable, the renting entity shall also provide proof of coverage with at least statutory minimums for workers' compensation, employer's liability and auto on behalf of any of its employees, drivers or entity vehicles who will be participating at the event or used at the location. Any event that is approved for alcohol use for the group or entity will also provide a certificate of insurance for Liquor Liability policy coverage in the amounts of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate coverage." 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 Fair Board / Commissioners

Date 3/26/26

Date 3/26/26

Date 3/26/26

- 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, 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.

3/11/26

Date

Nikola Ennis

Applicant Signature

Nikola Ennis

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			\$ 0
	Covered Stage Area	\$25	\$250			\$
				Up to 5 hours	5 hours and Above	
	User Fee	151 to 250 people	\$250		\$500	
		250 to 499 people	\$375		\$750	
		500 people and above	\$500		\$1,000	
	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 (\$10 deposit per card)			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 rate		\$600.00 daily	\$2,000.00 weekly	
	10 Row—30 feet wide / seats 200			\$600.00 daily	\$1,500.00 weekly	

TOTAL DUE: 0

ADDITIONAL EVENT INFORMATION

EVENT NAME: 4-H Livestock Day Camps
DATE: April 3
TIME OF EVENT: 9- 3pm
AREA: Exhibit Building

ADDITIONAL EVENT DETAILS:

This event is for youth in the community both 4-H & non members. The only thing we require is that they sign up so we have enough supplies for participants.

SPECIAL SET UP INSTRUCTIONS:

None.

NOTES / DRAWINGS:



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

FAIRGROUNDS RENTAL 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) Franson Civil Engineers
Contact Name: (who will sign the contract) Landon Richins Title: Environmental Specialist
Mailing Address: 1276 S 820 E, Ste 100
City: American Fork State: UT Zip Code: 84003
Daytime Phone: (801) 756-0309 Evening Phone: (435) 841-0217 Email: lrichins@fransoncivil.com

EVENT INFORMATION

- Event Name: Portneuf-Marsh Valley Plan-EA Public Meeting Area Requested Exhibit Hall
Event Description: Required Public Scoping Meeting for Plan-EA Project through NRCS grant
Event Date(s): April 22, 2026 Estimated Number of Attendees: Up to 50
Event Start Time: 7:00 PM (6:00 PM for set up) Event End Time: 9:00 PM
Additional Set- Up or Tear Down Days (if needed): None
Paid Admission Event: YES NO X cost Event Open to the Public: YES X NO
Will Alcohol Be Served/Consumed? YES NO X (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 Downey Fire protection. 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. Before the application for rental can be approved, the applicant shall provide a Certificate of Insurance with general liability or special event liability coverage of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate naming Bannock County and its agents as additional insureds on the policy. If applicable, the renting entity shall also provide proof of coverage with at least statutory minimums for workers' compensation, employer's liability and auto on behalf of any of its employees, drivers or entity vehicles who will be participating at the event or used at the location. Any event that is approved for alcohol use for the group or entity will also provide a certificate of insurance for Liquor Liability policy coverage in the amounts of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate coverage. 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 Fair Board/Commissioners

Date 3/26/26

Date 3/26/26

Date 3/26/26

- 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, 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.

03/09/2026

Date

Landon A. Richins

Applicant Signature

Landon Richins

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 / Additional fees negotiable with contract for alger events						
	Description	Hourly	Daily			
	Exhibit Hall	\$50	\$500			\$150.00
	Kitchen Area	\$25	\$250			
	Conference Room	\$25	\$250			
	Outdoor Arena/ Indoor Arena	\$25	\$250			\$
	Fair grounds buildings	\$25	\$250			\$
	Covered Stage Area	\$25	\$250			\$
				Up to 5 hours	5 hours and Above	
	User Fee					
	151 to 250 people		\$250		\$500	
	250 to 499 people		\$375		\$750	
	500 people and above		\$500		\$1,000	
	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		
	Monthly Vendor Fee			\$90 per month		
	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		\$600.00 daily		\$2,000.00 weekly	
	10 Row—30 feet wide / seats 200	Prices include delivery up to 100 miles—over 100 miles will be charged per mile federal mileage	\$600.00 daily		\$1,500.00 weekly	

TOTAL DUE: \$150.00 _____

ADDITIONAL EVENT INFORMATION

EVENT NAME: Portneuf-Marsh Valley Watershed Plan-EA Public Scoping Meeting

DATE: Wednesday, April 22, 2026

TIME OF EVENT: 7:00 PM

AREA: Exhibit Hall

ADDITIONAL EVENT DETAILS:

Required public scoping meeting to present project details and solicit comments on conceptual project measures. Will require set up beginning at 6:00 PM and take down will be completed by 9:00 PM. Will require chairs in the exhibit hall and access to a projector or TV screen, if available.

SPECIAL SET UP INSTRUCTIONS:

NOTES / DRAWINGS:



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

Permit Renewal _____
Insurance Renewal _____
Permit Renewal _____
Permit Subject Area _____
Special Use / Assessment Fee _____

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 use a County facility. Dates of use (using date original dates) have first priority. All other requests are on a first come - first served basis.

RENTER INFORMATION

- Company/Organization Name: (event host) Downey Elementary PTO / city of Downey
- Contact Name: (who will sign the contract) Shane U Barnes Title, _____
- Mailing Address: 19756 So. Yorall Rd
- City: Downey State: ID Zip Code: 83234
- Daytime Phone: 208-241-4732 Evening Phone: same Email: nelleybugle@gmail.com

EVENT INFORMATION

- Event Name: Spring in the Street Area Requested: Parking lot / Event Center / Free Shop / Sheep Barn
- Event Description: PTO Fundraiser for Downey Elementary
- Event Date(s): April 18th 2026 Estimated Number of Attendees: _____
- Event Start Time: 2:00pm Event End Time: 8pm
- Additional Set-Up or Tear Down Days (if needed): none
- Paid Admission Event: YES NO cost 5.00 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 operations 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 menus 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.
 - Agree 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 ~~Commissioners~~ Commissioners

Date 3/26/26

Date 3/26/26

3/26/26

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, panel, 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 / Additional fees negotiable with contract for larger events					
	Description	Hourly	Daily		
X	Exhibit Hall	\$50	\$900		5000 ⁰⁰
	Kitchen Area	\$25	\$250		
	Conference Room	\$25	\$250		
	Outdoor Arena/ Indoor Arena	\$25	\$250		
	Full grounds facilities	\$25	\$250		
	Control Room Area	\$25	\$250		
			Up to 5 hours	\$5 hour and Above	
	Over Fee	151 to 250 people	\$1500	\$500	
		250 to 499 people	\$1750	\$750	
		500 people and above	\$5000	\$1,000	
	Craft Table	Per Day	\$5		
	Handicraft Area With	Per Table	\$50		
	Small Trailer With Generator	Per Hour	\$25		
	Generator Unit	Per Hour	\$25		
X	Tables	\$20 per Day	\$5		
X	Chairs	\$20 per Day	\$5		
	Phone Booth	Per Hour		Monthly	
	Per Day	\$20		\$25 / \$65	
	Per Hour			\$50	
	Indoor Arena Passes				
	Per Person - 1 Day Pass		\$15.00 - \$20.00	\$10.00 - \$15.00	
	Per Person - 3 Day Pass		\$30.00 - \$40.00	\$20.00 - \$30.00	
	Per Person - 7 Day Pass		\$50.00 - \$70.00	\$35.00 - \$50.00	
	Per Person - 30 Day Pass		\$100.00 - \$150.00	\$70.00 - \$100.00	
	Per Person - 90 Day Pass		\$150.00 - \$200.00	\$100.00 - \$150.00	
	Per Person - 365 Day Pass		\$300.00 - \$400.00	\$200.00 - \$300.00	
	Per Person - 1 Year Pass		\$400.00 - \$500.00	\$300.00 - \$400.00	
	Per Person - 2 Year Pass		\$700.00 - \$900.00	\$500.00 - \$700.00	
	Per Person - 3 Year Pass		\$1000.00 - \$1300.00	\$700.00 - \$1000.00	
	Per Person - 4 Year Pass		\$1300.00 - \$1700.00	\$900.00 - \$1300.00	
	Per Person - 5 Year Pass		\$1700.00 - \$2200.00	\$1200.00 - \$1700.00	
	Per Person - 6 Year Pass		\$2100.00 - \$2700.00	\$1500.00 - \$2100.00	
	Per Person - 7 Year Pass		\$2500.00 - \$3200.00	\$1800.00 - \$2500.00	
	Per Person - 8 Year Pass		\$2900.00 - \$3700.00	\$2100.00 - \$2900.00	
	Per Person - 9 Year Pass		\$3300.00 - \$4200.00	\$2400.00 - \$3300.00	
	Per Person - 10 Year Pass		\$3700.00 - \$4700.00	\$2700.00 - \$3700.00	
	Per Person - 11 Year Pass		\$4100.00 - \$5200.00	\$3000.00 - \$4100.00	
	Per Person - 12 Year Pass		\$4500.00 - \$5700.00	\$3300.00 - \$4500.00	
	Per Person - 13 Year Pass		\$4900.00 - \$6100.00	\$3600.00 - \$4900.00	
	Per Person - 14 Year Pass		\$5300.00 - \$6500.00	\$3900.00 - \$5300.00	
	Per Person - 15 Year Pass		\$5700.00 - \$6900.00	\$4200.00 - \$5700.00	
	Per Person - 16 Year Pass		\$6100.00 - \$7300.00	\$4500.00 - \$6100.00	
	Per Person - 17 Year Pass		\$6500.00 - \$7700.00	\$4800.00 - \$6500.00	
	Per Person - 18 Year Pass		\$6900.00 - \$8100.00	\$5100.00 - \$6900.00	
	Per Person - 19 Year Pass		\$7300.00 - \$8500.00	\$5400.00 - \$7300.00	
	Per Person - 20 Year Pass		\$7700.00 - \$8900.00	\$5700.00 - \$7700.00	


DOWNNEY ELEMENTARY PTO & CITY OF DOWNNEY INVITES YOU TO
Spring
APRIL 18, 2026

LOCATION:
MAIN STREET IN DOWNNEY, IDAHO

in the street

VENDERS WELCOME:
\$20.00
FOOD VENDORS/TRUCKS \$50
GARAGE SALE SPOT \$20.

DIFFERENT BREED WEST CO, CHOCOLATES, SOURDOUGH BAKED GOODS, PERMANENT JEWELRY, TUMBLERS, SHIRTS, TABLE RUNNERS, DOG TREATS, CHALK SIGNS, SCENTSY, CROCHETED ANIMALS, WOOD TRACTORS, JELLIES, CRAFT BOOTHS OF ALL KINDS & COMMUNITY GARAGE SALE


\$5.00 WRIST BANDS FOR EVENT
\$2.00 MECHANICAL BULL RIDES

SPECIAL GUEST
LAYNE BOWEN MUSIC
LIVE ENTERTAINMENT @6PM-8PM
EVENT STARTS 2PM-8PM




MECHANICAL BULL, BOUNCE HOUSES, FOOD TRUCKS, DRINK TRAILER, DIRTY SODAS, POPCORN, CARNIVAL GAMES, RAFFLE, MANY-MANY VENDORS AND GARAGE SALE