

Lincoln County Fair Grounds

FACILITIES USE CONTRACT

Date Contract Mailed _____ Deposit Paid _____ Check # _____ Deposit Refunded _____ Check # _____
Invoice # _____ Event Paid _____ Check # _____

Event _____ Contact Name _____

Event Date _____ Event Time _____ Set Up Date _____ Time _____ Cleaned Up By _____

Sponsoring Organization or Individual _____ Telephone _____

Billing Address _____ Fax _____

Facilities or Buildings – Refer to the current price sheet for rental rates.

- ⇒ 4-H Building _____ ⇒ Fair Exhibit Building _____
- ⇒ Fair Office _____ ⇒ Livestock Barn _____
- ⇒ Hog and Sheep Barn _____ ⇒ Horse Barn _____
- ⇒ Sale Pavill. & Horse Barn _____ ⇒ Outdoor Arena _____
- ⇒ Warm Up Arena _____ ⇒ Over night Campground _____
- ⇒ Shavings Bags _____

BOOKING AND CLEANING DEPOSIT \$ _____
(Refunded after event)

TOTAL RENTAL RATE FOR EVENT \$ _____

(due before arrival for event)

AMOUNT DUE WITH RETURN OF THIS CONTRACT \$ _____

Equipment – refer to the current price sheet for rates.

⇒ Tractor, Water Truck _____ Total Equipment \$ _____

Clean up: You are responsible for clean up after your event. If you wish us to clean

for you, our hourly rate is \$25.00 per man per hour. Total Clean up \$ _____

TOTAL \$ _____

DUE UPON COMPLETION OF YOUR EVENT

I have read and understand all of the terms on the back of this agreement. I accept the terms, conditions, and charges set forth in the contract for rental of building facilities and equipment. I agree to pay all charges and be responsible for any additional cleanup charges from this event. I agree to pay for the repair or replacement of any Fair Grounds equipment or facilities that may be damaged or lost as a result of this booking, whether by me, a family member, club member, business affiliate, or by a guest or invitee attending this event. For the protection of Fair Grounds property and for the safety of attendees, adequate security measures will be required. The Lincoln County Fair Board must approve my security method or plan. I should allow at least one-month lead-time for the approval to be obtained. I understand that I am responsible for the total cost of security at my event. I understand that the Lincoln County Fair Association does not carry any insurance to cover theft, loss or damage to my property, nor coverage for my group or association for liability or property damage and I agree to furnish such if necessary.

Signature of Authorized Representatives

Date

Lincoln County Fair

Date

This agreement is made by and between the Lincoln County Fair Association; hereinafter known as LCFA and the USER, whose name and address are listed on the face of this document.

WHEREAS LCFA owns the facility known as the Lincoln County Fair Grounds (hereinafter known as the FACILITY) located at 144 S. Washington, Afton Wyoming 83110 and WHEREAS USER has determined that they desire to use the facility or equipment owned by the LCFA; NOW THEREFORE in consideration of the mutual promises and covenant contained herein, the parties agree as follows:

1. User will have access to and may use the facility or equipment for the listed purpose and for no other for the times and dates listed on the face of this contract.
2. USER'S use of the facility or equipment is non-exclusive, unless LCFA agrees to exclusive use and such Agreement is specifically made in writing.
3. USER shall pay ACFA a fee set forth on the face of this agreement for use of the facility or equipment requested for this event. Any additional costs for equipment, supplies or facilities that are used or requested by the USER, including a charge for additional time if equipment is not returned as agreed, will be billed to and paid by the USER as part of the final settlement. It is due upon presentation of the bill to the USER.
4. USER agrees to remit a deposit as set forth on the face of this agreement at the time of booking.
5. USER understands that the dates requested are not firm until this completed Agreement is returned WITH the deposit and rental fees for your event.
6. If USER cancels the event with less than two weeks before the scheduled date, the USER may be responsible for any expense incurred by the Fair Association which were incurred specifically for this event. Such expenses may include; but are not limited to: set up tear down clean up construction etc. If user returns equipment in an unclean condition a charge to clean up may be made.
7. If the performance of any part of this Agreement shall be prevented by an act of GOD, physical disability, acts or regulations of public authorities, civil tumult, war, epidemic or any other proven cause beyond their control, USER and LCFA shall respectively be relieved of their obligations stated in this Agreement.
8. USER shall comply with all laws of the United States, the State of Wyoming, Lincoln County and the City of Afton and all ordinances, rules and regulations of the Lincoln County Fair Board, the governing body of the LCFA and all rules for the use of the facility.
9. Before use of these facilities, USER shall procure and maintain for the duration of this event, adequate insurance against claims for injury against persons or damages to property which may arise from or be related to the use of the facility. Insurance should be procured and maintained naming Lincoln County, its agents and employees; LCFA, its board, officers, employees, agents and volunteers as additional covered entities.
10. USER agrees to conduct its activities upon the premises and in the facility and/or their use of the equipment so as not to endanger any person lawfully thereon. USER agrees to defend, indemnify and hold harmless Lincoln County, LCFA, it's board, officers, employees, agents or volunteers from any and all causes of action, claims or costs, including the cost of defense, arising from negligence of USER, their employees, agents or volunteers. This includes actions, claims or costs brought by third parties and from USER'S employees, volunteers, or agents. If applicable, the insurer/s, provider/s or coverage and USER agree to waive all rights of subrogation against LCFA and their public employees, including any Worker's Compensation liability incurred by USER. Any coverage provided by USER shall be primary and noncontributing with respect to any insurance or self-insurance programs covering LCFA and their employees.
11. The right is reserved at all times for any and all employees of LCFA so designated by LCFA to enter any part of the premises.
12. USER shall pay LCFA for any and all damage to LCFA's property whether caused by USER or its agents or patrons, normal wear and tear excluded.
13. LCFA may secure staffing if required by USER in conjunction with an event. LCFA shall determine the type and number of staff for an event in mutual agreement with USER. Costs for such personnel will be reimbursed to LCFA. All set up, technical requirements and plans related to the programs should be presented to LCFA's contact person for the facility. USER is responsible for checking all of their equipment and for safety violations. LCFA reserves the right to spot check and reject equipment's use, if it is found to be unsafe.
14. LCFA reserves the right to stop or cancel an event at any time if LCFA determines that it is in LCFA's best interest to cancel or stop the event for health or safety concerns.
15. Occupancy loads shall be permitted only as determined by the Fire Marshal. If no such determination has been made, then by LCFA recommendations.
16. Should USER default in the performance in any of the terms of this Agreement, LCFA may terminate the same. Any deposit of rental fees paid may be retained and considered liquidated damages at the option of LCFA.
17. LCFA reserves the right to impose any additional rules and regulations, or set special rental and use agreements, whether or not expressly provided herein, which may be necessary for the best interests of LCFA, and such regulations shall be binding upon the USER. Violations by the user shall result in cancellations of this event.
18. No waiver of any immunity of limitation of liability afforded by the Wyoming Governmental Claims Act is intended by the parties, and the County retains all such immunities and limitations of liability.
19. The parties hereto agree that (i) the laws of the State of Wyoming shall govern this Agreement, and (ii) any questions arising hereunder shall be construed according to such laws, (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming (iv) the proper venue for any legal action

Lincoln County Fair Grounds Rental Rates

Effective June 1, 2005

Facility	For Profit Organization	Non-Profit Organization
4-H Building 100'x100'	\$300 per day plus heat	\$25.00 a day
Fair Exhibit Building 100'x100'	\$300 per day plus heat	\$25.00 a day
Fair Office	\$20 per meeting	No-charge
Livestock Barn 60'x200'	\$100 per day	No-charge
Hog and Sheep Barn 60'x100'	\$50 per day	No-charge
Horse Barn 50'x200'	\$15.00 a night provide own bedding and clean up	No-charge
Sale Pavilion and Horse Barn	\$800 per day	
Cleaning and damage fee	\$400 refundable after inspection	
Outdoor Arena 165'x270'	\$1200 for ticketed event	
Clubs and Classes		\$20 per day or night period plus lights
Clinics		\$5 per participant per day plus lights
Lights		\$5 per hour
Warm Up Arena for Organized Events	\$100	
Clubs and Classes		\$20 per day or night period plus lights
Clinics		\$5 per participant per day plus lights
Lights		\$5 per hour
Warm Up Arena For Open Riding (Must Be Scheduled)		No-charge
Midway Areas	\$300 includes bathrooms	No-charge
Tractor	\$50 per hour	
Water Truck	\$20 per hour	
Over Night Camping On Grounds	Partial Hookup	\$5.00 per night per hook-up
Shavings-Bag	Supplies \$6.00	

Each organization is responsible for garbage removal, clean-up and cost of any damage incurred during event.
 Unpaid costs resulting from damages and cleanup will forfeit future use of grounds.