

Park County Fairgrounds Facility Use Application

This application for facility usage is made between Park County, Wyoming and the Permittee.

<i>Permittee Organization / Entity</i>	<i>Contact Name</i>
<i>Mailing Address</i>	<i>Contact Phone / Mobile Phone</i>
<i>City</i> <i>State</i> <i>Zip</i>	<i>Contact E-Mail Address</i>

PERMITTEE desires to rent a Park County facility, subject to the terms and conditions herein contained, on the following dates/times for no other purpose whatsoever than that described in the section below.

Signature must be affixed to the page 3 of application acknowledging PERMITTEE has read and in agreement to all terms & conditions set herein.

<p>Date(s) of Event: _____</p> <p>Set-Up/Tear Down Dates: _____</p> <p><small>Add'l Fee Required – Only one set up and/or tear down day available per event. (\$50 Hrt Mtn/\$25 Homesteader)</small></p>	<p>Name of Event: _____</p> <p>Event START Time: _____</p> <p>Event END Time: _____</p>
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Indicate the type of event you are seeking rental space for below. Check all that apply.

This is a PUBLIC EVENT PRIVATE EVENT

- | | | |
|--|---|--|
| <input type="checkbox"/> Auction/Sale | <input type="checkbox"/> Seminar/Workshop | <input type="checkbox"/> Youth Oriented Event |
| <input type="checkbox"/> Craft Fair/Home Show | <input type="checkbox"/> Wedding/Reception | <input type="checkbox"/> Carnival/Festival |
| <input type="checkbox"/> Dance | <input type="checkbox"/> Baby/Bridal Shower | <input type="checkbox"/> Horse Event (Arena) |
| <input type="checkbox"/> Dinner/Banquet | <input type="checkbox"/> Birthday Celebration | <input type="checkbox"/> Other (Specify below) |
| <input type="checkbox"/> Family Reunion | <input type="checkbox"/> Fundraiser Event | |
| <input type="checkbox"/> Conference/Trade Show | | |

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Indicate the type of event you are seeking rental space for below. Check all that apply.

*Restrooms available seasonally only. Additional terms may apply if restroom access requested off-season

✓	Facility	Rate	Deposit
<u>Indoor Facilities</u>			
	Heart Mountain Hall (only)	\$225	\$250
	Heart Mountain Kitchen (only)	\$200	\$250
	Heart Mountain Hall & Kitchen	\$400	\$500
	Entire Heart Mountain Center – All hall, kitchen meeting rooms, canopy	\$500	\$600
	Heart Mountain Meeting Rooms (both)	\$ 80	\$100
	Large Room	\$ 50	\$ 50
	Small Room	\$ 35	\$ 35
	Homesteader Hall Only	\$125	\$125
	Homesteader Kitchen Only	\$ 35	\$ 35
	Homesteader Hall & Kitchen	\$150	\$150
	Homesteader Meeting Room	\$ 35	\$ 35
<u>Outdoor Facilities</u>			
	Heart Mountain Canopy Only	\$ 50	\$ 50
	Grandstand Arena*	\$350	\$500
	Pavilion*	\$100	\$100
	Horse Arenas – 3	\$100	\$150
	Outside Barns (excluding Beef Barn) EACH	\$100 each	\$250 each
	Fairgrounds Lot Rental – Southeast corner of grounds	\$100	\$150
	Entire Fairgrounds – Lot & Halls	\$800	\$850
	The Grove* - Next to Homesteader Hall	\$ 65	\$100
	The Green* - by Pavilion	\$ 60	\$100
	Grassy Field –large area next to Events Office	\$ 85	\$150
	Park County Complex	\$ 60	\$150

Tables & Chairs available in both halls All Rentals are subject to damage/cleaning deposit

Additional Equipment Requests:

✓	Equipment	Fee
	Portable Audio/PA	\$25
	Projector	\$20
	Podium	\$0
	Bar Carts	\$10
	Stage 4' x 8' (total 4)	\$40
	Set Up and/or Tear Down Day	\$50/\$25

Park County Fairgrounds Facility Usage

CLEANING RESPONSIBILITIES AFTER AN EVENT:

1. Absolutely **NO** staples or nails on walls. Blue painter's style tape may be used. Any painter's tape used should be removed and thrown away. **DO NOT** use **any tape** on the floor.
2. Remove all decorations, tape, string etc. from the walls, ceiling, **tables**, chairs and floor.
3. Vehicles are NOT allowed in buildings without Park County authorization.
4. Do not block exits and closet doors.
5. All tables and chairs used must be **cleaned – wiped down** and returned to the designated storage area and stacked neatly.
6. Empty ALL trash and dispose of trash into waste containers located outside buildings. All trash located around the outdoor area surrounding building or other rented area used must also be picked up and properly disposed. Replace liners in trash cans.
7. Clean kitchen area. Leave stoves, refrigerators, microwave and countertops in clean condition.
8. Sweep floors and vacuum carpeted areas. All cleaning supplies are available in janitor closet.
9. Wipe up/clean any spills/messes.
10. Turn off all lights.
11. Just prior to leaving the building, walk the exterior perimeter of the building, ensuring all exterior doors and windows are secured and locked.
12. Leave barns, wash racks, stalls, arenas, pens, etc. in clean condition – move livestock waste to bunkers and all other garbage to large black garbage cans.
13. All keys must be returned to the office by noon the next business day. **Failure to return keys by noon of the next business day will result in a possible forfeiture of the deposit.**
14. Immediately report any damage of any kind that may have occurred during your event.
15. Park County Facilities, including the canopy and pavilion, are non-smoking.

FAILURE TO COMPLETE ALL CLEANING RESPONSIBILITIES WILL RESULT IN FORFEIT OF DEPOSIT.

Park County Fairgrounds Facility Usage Terms & Conditions

The parties agree to the following terms and conditions:

1. **FACILITY USE APPLICATION:**

- It is expressly understood by both parties that submission of FACILITY USE APPLICATION is in no way considered acceptance of application. Applications are considered on a first come, first serve basis and may be rejected for any reason. PERMITTEE clearly understands that requests of any kind are not guaranteed by Park County, and Park County is under absolutely no obligation, past or present, to comply with any request.
- PERMITTEE also agrees to provide, upon request, any additional information, which Park County or its representatives may deem necessary to make a fair and informed decision on the request for use of the fairgrounds facilities.
- Facility Use Application shall be completed, signed & received by Park County Events no less than 14 days prior to facility use.

2. **PAYMENT:**

- Payment shall be made in full to Park County Events and received by Park County Events no less than 2 weeks prior to facility use.

3. **CAMPING:**

- Those wishing to stay/camp on-site must make camping reservations, complete Camping Form, pay applicable camping fees, and observe all camping rules and guidelines.

4. **HORSES & LIVESTOCK:**

- Those wishing to stall or pen horses or livestock on-site must complete a Stall/Pen Rental Form, pay applicable rental costs, and observe all rental rules & guidelines.
- Those wishing to bring livestock on Park County property for any reason must bring, and be prepared to present, all health and ownership papers, including, but not limited to health papers and Coggins test.

5. **DAMAGE & CLEANING DEPOSIT:**

- Park County Events reserves the right to keep all or part of any deposit value rendered upon inspection of the rental facility and damages, cleaning, or any infractions of the rules are assessed. PERMITTEE assumes full responsibility for and agrees to pay for all costs of repairs & cleaning at \$50 per man hour, plus all repair costs at actual cost plus labor resulting from damages, cleaning, and/or other liabilities and infractions during the rental period in addition to forfeiting any deposits already paid. **Deposit checks should be postdated to the event date.**
- Repairs that must be contracted by a specialized individual or crew (i.e. electrician, locksmith) will be billed at that individual / crew' s normal rate plus the cost of materials.

- If a party cancels an event within 14 days of the scheduled event, due to any reason other than acts of God, Park County may retain the rental fee. If for some reason the fee has not been paid, Park County may retain the deposit fee.
6. **RIGHT TO DENY:**
- Park County has the right to turn away or deny any event if it seems unfit or interferes with another event that is being held on the premises. If anything other than what is described on the application form takes place, a Park County Events Department representative has the right to terminate the event at any time and the PERMITTEE will forfeit their deposit and/or rental fee.
7. **DISCRETION TO DISBAND – LAW ENFORCEMENT:**
- Park County extends to law enforcement officials the discretion to disband any event for which it deems to be in violation of any permit requirement, city ordinance or state law. Park County representatives and law enforcement officials reserve the right to patrol and/or occupy the premises.
8. **UNLAWFUL OR DANGEROUS ACTIVITIES:**
- PERMITTEE shall neither use nor occupy the premises or any part thereof for any unlawful, disreputable or ultra-hazardous business purpose nor operate or conduct business in a manner constituting a nuisance of any kind. PERMITTEE shall immediately, upon notification of any unlawful, disreputable or ultra-hazardous use, or nuisance, take action to halt such activity.
9. **BUSINESS LIMITS:**
- The PERMITTEE shall not engage in any other business within the fairgrounds except that listed on application and agrees to confine all transactions and activities to the permitted space. PERMITTEE agrees not to interfere with any other event taking place on the premises. If this occurs the proper authority will be notified and Park County Events Dept. staff has the right to shut down PERMITTEE’ s event at that time and PERMITTEE will forfeit all fees/deposits paid.
10. **LICENSE, PERMITS, FEES & TAXES:**
- If alcohol will be served or sold during your event, an additional application needs to be filled out and turned into the Powell City Clerk’ s office.
 - Malt Beverage Permits and Catering permits need council approval 30 days in advance.
 - Catering permits can ONLY be obtained by a retail liquor license holder.
 - Beer/Wine/Champagne Permits need a 72 hour notice (served only)
 - Alcohol permit issued by the City of Powell does not exempt an applicant from any State or City laws and regulations governing the sale, dispensing, and consumption of alcohol.
 - All licenses, permits, fees and/or taxes related to the performance or event are the sole responsibility of the PERMITTEE. PERMITTEE is responsible for compliance and collection of Wyoming Sales Tax of 4%, if applicable. For questions regarding Wyoming Sale Tax, contact the Wyoming Department of Revenue.

11. GOVERNMENTAL:

- Park County, Wyoming does not waive governmental immunity by entering into this agreement, and specifically retains immunity and all defenses available to them pursuant to Wyoming Statute § 1-39-101 through 121 and all other applicable laws, state or otherwise, and any amendments thereto. If one or more provisions of the terms and condition should become null and void, the remaining provisions in these general terms and conditions shall remain valid and in full force and effect.

12. LAWS:

- All PERMITTEES, food, beverage and other vendors must comply with Wyoming food and food safety laws <http://wyagric.state.wy.us/divisions/chs/food-safety> and laws governing the service, sale and consumption of alcohol <http://liquor.wyoming.gov/>.
- If alcohol is consumed, served or sold, at least one person who is directly involved with the sale or service of the alcohol is strongly encouraged to be certified through the Training for Interventions Procedures (TIPS) alcohol training www.TipsAlcohol.com. The guidelines taught through the TIPS training shall be observed at all events on Park County property regarding the consumption, sale and service of alcohol. If alcohol is not responsibly served / sold, Park County reserves the right to terminate the service/sale of alcohol during any event on Park County property, and may terminate the entire event if necessary.
- The construction, interpretation and enforcement of this agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this agreement and the parties.
- Smoking is strictly prohibited inside ALL County buildings, including barns, the Pavilion and Canopy.

13. ASSIGNMENT:

- This agreement shall not be assigned, transferred or shared with any other person or entity.

14. TERMINATION:

- Park County Events reserves the right to terminate this agreement at any time with or without cause.

15. LIABILITY INSURANCE (Commercial Use):

- Permittee is required to provide name and individual proof of insurance for all event food vendors.
- Permittee will, at its own cost and expense, provide proof of General Liability insurance covering the Event for claims arising out of bodily injury, illness and death, and from damage to or destruction of property of others, including loss or use thereof, including damage or injury stemming from completed operations, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate for the entire Term of the Agreement.

- PARK COUNTY SHALL NOT BE LISTED AS ADDITIONAL INSURED. If Park County is listed as additional insured, the event shall not occur on County property until that is corrected. Certificate holder will be Park County Events, 655 East 5th Street, Powell, WY 82435
16. **INDEMNITY:**
- Permittee shall indemnify and save harmless Park County, its officers and employees for all suits, actions or claims of any character brought before of any injuries or damage received or sustained by person, persons or property, on account of the operations of said Permittee, or because of an act of omission, neglect, or misconduct by Permittee arising out of said agreement.
17. **ACCEPTANCE & ACKNOWLEDGEMENT:**
- By affixing signature on application form, PERMITTEE acknowledges they have read and are in agreement to all terms and conditions set forth herein. The application is not considered a duly executed Facility Use Agreement until an official Park County signature is applied.
18. **EVENT SET-UP AND TEAR-DOWN:**
- Event set-up and tear-down should occur during the date of rental. If additional days are needed, additional fees will apply and are based on facility availability. Additional day for set up/tear down fee are as follows: Heart Mountain Hall \$50 per day & Homesteader Hall is \$25 per day. This rate if for one set up and/or one tear down day. Additional days will be charged the normal rental fee.
19. **ADDITIONAL EQUIPMENT REQUESTS:**
- Requests for additional equipment shall be made on this Facility Rental Application and are subject to Park County approval. Additional charges may apply.
 - PERMITTEE agrees to **not bring or use outdoor grill, turkey fryer or oil fryers of any kind inside the facilities.** All outside cooking appliances and grills must have Park County approval prior to bringing on premise and **MUST** only be used outside in designated areas.
20. **FIRE OR THEFT:**
- Park County, the Park County Events, its affiliates or representatives are not responsible for lost or stolen personal items from the facilities. In case of fire or theft, the PERMITTEE shall give immediate notice thereof to the appropriate emergency organization as well as a Park County representative. ****There will be NO smoking in any County building, including the barns, the Pavilion or Canopy.****
21. **ACCESS TO SITE BY COUNTY EMPLOYEES:**
- Employees of the Park County Events Department, Park County Buildings & Grounds Department, Park County Public Works Department, etc. have full access to all Park County property and will not be charged admission, or any other fee, to enter the fairgrounds or other county property to conduct their jobs.