

GOSHEN COUNTY PAVILION HOURLY RENTAL CONTRACT

4740 US HWY 26-85 * TORRINGTON, WY * 82240 * 307-532-2525
slofink@goshencounty.org * TEXT ONLY 307-575-7803

TO RESERVE ON LINE PLEASE FOLLOW THE DIRECTIONS BELOW:

1. Read the Contract thoroughly * GROUNDS IS, AS IS
2. Must be 18 years of age or older to reserve facility.
3. Online calendar only allows one hourly transaction at a time.
4. For multiple hours, make multiple transactions.
5. Schedule changes due to inclement weather and family emergencies are understandable.
6. No refunds will be given-credit only.

Text 307-575-7803 to change reserved time and credit will be applied at that time.

HOURLY RENTAL AGREEMENT

APPLICANT INFORMATION:

Organization: _____
Address: _____

Contact Name: _____
Telephone: _____
Email: _____

RENTAL DATE/S:

January _____
February _____
March _____
April _____
May _____
June _____
July _____
August _____
September _____
October _____
November _____
December _____

HOURLY RATES:

_____ \$65/HOUR	RIDING	_____ \$75/HOUR	ROPING/ROUGH STOCK
_____ \$125/HOUR	ROUGH STOCK USING OUR PANELS		
_____ \$200/MONTH	PEN SPACE	_____ \$Actual Disposal Fee	LIVESTOCK DISPOSAL

POLICY, TERMS & CONDITIONS:

- Disrespectful behavior will NOT be tolerated and violators will be removed.
- Obey and respect all signage.
- No dogs allowed in the building unless dog is participating in the approved event.
- No smoking allowed in the building or in the doorway and entry ways of building.
- Supervise all children as any damages that occur will be at your expense.
- All damages/repairs to premises associated with your event will be the financial responsibility of the renter. Litigation will take place if necessary.
- Other methods of altering ground conditions are not permitted.
- Goshen County Fair Board staff only will operate facility owned equipment.
- No horses tied to trailers allowed in parking lots overnight.
- Do not prop open doors or gates with obstacles.
- If you use it, put it away
- Close all doors
- Turn off all lights

LIQUIDATED DAMAGES:

Assessment amounts for damage and specific breach of contract provisions are explained in detail. All liquidated damage amounts are due and payable within ten (10) days of notice of the charges. See Goshen County Fair Board Bylaws for the process of assessing and review by the Goshen County Fair Board.

All items listed (but not limited to) below are considered a violation of the requirements set forth within this contract. Associated fees are based on the actual time/materials/supplies and scheduling inconvenience associated with each specific line item. Violation of any line item defined in this section will be considered a Breach of Contract and will be reviewed by the Goshen County Fair Board.

CONCESSION NOT CLEAN	\$100
DAMAGE TO WALL/S	COST OF REPAIRS (Materials plus labor)
DAMAGED PANEL/S	COST TO REPLACE PANEL/S
DAMAGED TABLE/CHAIRS	COST TO REPAIR/REPLACE ITEM
DOG/S IN THE BUILDING	\$100 PER DOG PLUS ANY/ALL DAMAGES
DOOR/GATE PROPPED OPEN	\$100 PER DOOR/GATE
DOOR/S LEFT OPEN	\$100 PER DOOR PLUS COST OF UTILITES
LIGHTS LEFT ON	\$100 PLUS COST OF UTILITIES
ROPING CHUTE NOT SCOOPED	\$100
SMOKING IN BUILDINGS	\$100 PLUS COST OF ANY/ALL DAMAGES
TRASH NOT PICKED UP	\$100
TBD	OTHERS NOT LISTED

AGREEMENT TO INDEMNIFY, RELEASE AND HOLD HARMLESS:

IN CONSIDERATION OF THE RENTAL AND USE OF THE FACILITY AND PREMISES KNOWN AS THE GOSHEN COUNTY FAIR GROUNDS AND PAVILION, THE UNDERSIGNED, EITHER INDIVIDUALLY AND/OR ON BEHALF OF THE BUSINESS, ORGANIZATION, ASSOCIATION, GROUP, OR CLUB WHOSE NAME APPEARS AS APPLICANT ON THIS CONTRACT, AGREES TO INDEMNIFY, RELEASE, AND HOLD HARMLESS GOSHEN COUNTY, GOSHEN COUNTY FAIR BOARD, GOSHEN COUNTY COMMISSIONERS, AND THEIR RESPECTIVE EMPLOYEES, BOARD MEMBERS, AGENTS, SUCCESSORS, AND ASSIGNS OF EACH SUCH GOVERNMENTAL ENTITY FROM ANY AND ALL LIABILITY, LOSS, CLAIMS, INJURIES, DAMAGES, DEMANDS, OR CAUSES OF ACTION, COSTS, AND EXPENSES OF ANY NATURE INCLUDING ATTORNEY FEES AND COURT COSTS INCURRED OR GROWING OUT OF ANY PERSONAL INJURY, DEATH OF PERSON(S), OR THE LOSS OR DESTRUCTION OF PROPERTY, UNLESS CAUSED BY THE SOLE AND DIRECT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY PERSON OR ENTITY SO INDEMNIFIED. THIS INDEMNIFICATION, RELEASE AND HOLD HARMLESS INCLUDES NEGLIGENCE THAT THE UNDERSIGNED OR THE UNDERSIGNED'S GUESTS, INVITEES, PARTICIPANTS, AGENTS, EMPLOYEES, HEIRS, SUCCESSORS, AND ASSIGNS HAVE, OR MAY HAVE NOW OR HEREAFTER CAUSED OR CONTRIBUTED TO WHICH ARISE FROM THE RENTAL, USE, AND/OR ENJOYMENT OF THE FACILITY AND PREMISES.

IF AN ORGANIZATION:

If signing on behalf of an organization, a resolution authorizing entrance into this contract and indemnifying, releasing, and holding harmless as provided herein is attached.

NO WAIVER OF IMMUNITY:

The undersigned acknowledges that the Goshen County Fair Board is a governmental entity and has certain immunities from liability under Wyoming Law. The Goshen County Fair Board does **NOT** waive any immunity from liability by entering into this contract.

SIGNATURES REQUIRED:

MY SIGNATURE BELOW VERIFIES THAT I/THE ORGANIZATION WHOSE NAME APPEARS AS THE APPLICANT ON WHOSE BEHALF UNDERSIGNED IS FULLY AUTHORIZED TO ACT, AGREE, UNDERSTAND, AND PROMISE TO ADHERE TO ALL ASPECTS OF THIS CONTRACT AND ALSO AGREE TO ALL THE TERMS LISTED IN THE INDEMNITY AND IMMUNITY OF THE GOSHEN COUNTY FAIR BOARD.

Date: _____ Signature: _____
Printed Name: _____
Representative of: _____
Resolution Attached: _____

GOSHEN COUNTY FAIR BOARD REVIEW:

Reviewed by the Goshen County Fair Board on _____ (date). _____

Approved by the Goshen County Fair Board on _____ (date). _____