## GOSHEN COUNTY LIVESTOCK BARNS EVENT RENTAL CONTRACT

#### TO RESERVE LIVESTOCK BARNS:

- 1. Read the Contract thoroughly.
- 2. Contact the office to confirm requested Event date \* (See contact info above).
- 3. <u>Upon approval</u> of event date; return the completed contract with deposit paid in full.

This can be done multiple ways:

Option 1: Email signed and completed contract pages 2- 4.

Make arrangements to pay with credit card by phone or invoice.

Option 2: Mail signed and completed contract pages 2-4 with check for deposit to the above listed address.

Option 3: Office can generate and email invoice and payment can be made via PayPal.

Event date is officially reserved ONLY after the completion of the above.

#### **SET UP AND CLEAN UP REQUIREMENTS:**

#### SET UP:

- If you use it, put it away when finished.
- Renter may hire outside source to set up and pay directly.
- Contact person on contract will be given set of keys needed for event.
- Contact person will be given on call number.
- On call number is for maintenance Emergencies ONLY.
- Please do not use On Call number for event questions.
- If you have an EMERGENCY call 911.
- DO NOT COVER ANY EXISITNG BANNERS.

#### **CLEAN UP:**

- Renter is charge of own clean up.
- Concessionaire is in charge of concession clean up.
- Alcohol Vendor is in charge of bar clean up .
- Renter picks up all trash and puts in dumpster
- Renter picks up trash from parking lots.
- ALL BARNS MUST BE CLEANED
- AT CONCLUSION OF EACH DAY, TURN OFF ALL LIGHTS AND CLOSE ALL DOORS.

# **APPLICANT INFORMATION:** Organization: Address: Contact Name: Telephone: Email: **EVENT INFORMATION:** EVENT NAME: EVENT DATE: Day 1 EVENT START TIME: EVENT START TIME: EVENT DATE: Day 2 **EVENT DATE: Day 3** EVENT START TIME: EVENT DESCRIPTION: Time: \_\_\_\_\_ am / pm Set up Date: \_\_\_\_/\_\_\_\_ Adult Sr. Student Child **ADMISSION FEES** Printed Name of Caterer: FOOD PERMITS CALL RAMONA MOODY 307-837-2746 Printed Name of Liquor Vendor: Printed Name of Security: **DEPOSIT AND CANCELLATION PROVISIONS:** DEPOSIT IS DUE IN FULL WITH COMPLETE RENTAL AGREEMENT. **EVENT DEPOSIT:** MINIMUM \$300 **TOTAL DEPOSIT FEE:**

- Cancellations made more than 90 days prior to Event Date Deposit refundable.
- Cancellations made less than 90 days prior to Event Date Deposit nonrefundable.
- Cancellation of Event Date by Goshen County Fair Board Deposit may be refundable.
- Breach of contract Deposit nonrefundable.

## **EVENT RATES**:

# FOR LIABILITY PURPOSES ALL RENTERS WILL DO THEIR OWN SET UP, TEAR DOWN AND CLEAN UP

\$150/DAY	SWINE/SHEEP BA	RN	MUST CLEAN OWN PENS	
\$100/DAY	BEEF/POULTRY B	ARN	MUST CLEAN OWN PENS	
\$100/DAY	GRASS SHOW RING	G	INCLUDES SOUND SYSTEM	
\$100/DAY	ANY WASH RACK			
\$100 ADD ON	ALCOHOL			
\$100 ADD ON	CONCESSIONS			
\$150 WE HAUL	ADDITIONAL TABLES & CHAIRS			
\$200	GROUNDS CLEAN UP			
\$100/DAY	STAFF MEMBER			
\$25/DAY	RV HOOK UPS / YOU HANDLE DETAILS			
\$15/DAY	HORSE STALLS / Y	OU HAN	IDLE DETAILS	
TOTAL RATE FEE Total amount due must be paid in full 30 days prior to Event (Unless other arrangements have been made with Fair Board)				
TOTAL AMOUNT DUE (Total Deposit fee + Total Rate fee)				
GOSHEN COUNTY FAIR BOARD REVIEW:				
Reviewed by the Goshen County Fair Board on (date)				
Approved by the Goshen County Fair Board on (date)				

#### 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 INDEMINIFY, RELEASE, AND HOLD HARMLESS GOSHEN COUNTY, GOSHEN COUNTY FAIR BOARD, GOSHEN COUNTY COMISSIONERS, 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.

#### **INSURANCE:** For Spectator Events Only

Special Event Insurance is **REQUIRED** for your event. The Insurance must provide and maintain public liability and personal property damage insurance naming the Goshen County Fair Board, its board members, employees, agents as the additional said insured on the policy for this event. Policy shall have a single liability of not less than \$1,000,000 and general aggregate liability of not less than \$2,000,000. Proof of insurance is to be provided at least thirty (30) days prior to the Event date.

#### 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:

#### 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 COST OF REPAIRS (Materials plus labor) DAMAGE TO WALL/S COST TO REPLACE PANEL/S DAMAGED PANEL/S DAMAGED TABLE/CHAIRS COST TO REPAIR/REPLACE ITEM 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 \$100 PLUS COST OF ANY/ALL DAMAGES SMOKING IN BUILDINGS TRASH NOT PICKED UP \$100 TBD OTHERS NOT LISTED

#### **POLICY, TERMS & CONDITIONS:**

- Disrespectful behavior will NOT be tolerated and violators will be removed.
- Obey and respect all signage.
- No smoking allowed in the buildings or in the doorway and entry ways of buildings.
- 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.
- Additional event specific materials needed for an event will be at the renter's expense. Any of those
  materials deemed reusable by the Fair Association will be compensated at the discretion of the
  management.
- Do not prop open doors or gates with obstacles.
- All music played will be family friendly.
- All Food Vendors are required to obtain and post necessary permits. Indoor grilling is prohibited.
- All Alcohol Vendors are required to obtain necessary permits. No beverages may be sold in glass bottles.
- Alcohol vendors must enforce legal drinking age requirements and can refuse service to anyone.
- All events serving/selling alcohol must provide security.
- Close all doors at conclusion of the event and leave closed. Turn off all lights at the conclusion of event.

### **POST EVENT REQUIREMENTS:**

- At the completion of your Event, return any keys to a staff member. If keys are not returned, you/your organization agree to pay the charges necessary to replace the key (s) or rekey the area within ten (10) days after notice of the charges.
- Goshen County Fair Board will assess damages post Event. Any resulting damage fees are due and payable within ten (10) days of the notice of charges.
- Refundable deposits will be processed and mailed to the applicant address within ten (10) days post Event.