

GOSHEN COUNTY SUNSHINE ARENA RENTAL CONTRACT

4740 US HWY 26-85 * TORRINGTON, WY * 82240 * 307-532-2525
slofink@goshencounty.org * TEXT ONLY 307-575-2943

TO RESERVE SUNSHINE ARENA:

1. Read the Contract thoroughly.
2. Contact the office to confirm requested Event date * (See contact info above).
3. **Upon approval** 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:

- Renter is in charge of own set up; including panel 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.
- Event sponsor banners may be displayed in designated area only & will be removed if contract is violated. Display on the west side of the bleachers.
- **DO NOT COVER ANY EXISTING 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 cleans/scoops all chutes used.
- Renter puts disassembles and puts away all panels, etc. used.
- Renter puts away all tables, chairs, etc.
- Renter picks up all trash from bleachers, arena, pens, etc. Please put all trash in dumpster.
- Renter picks up trash from parking lots.

APPLICANT INFORMATION:

Organization: _____

Address: _____

Contact Name: _____

Telephone: _____

Email: _____

EVENT INFORMATION:

EVENT NAME: _____

EVENT DATE: Day 1 _____ EVENT START TIME: _____

EVENT DATE: Day 2 _____ EVENT START TIME: _____

EVENT DATE: Day 3 _____ EVENT START TIME: _____

EVENT DESCRIPTION: _____

Set up Date: ____/____/____ Time: ____:____ am / pm

ADMISSION FEES Adult ____ Sr. ____ Student ____ Child ____

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**

SUNSHINE ARENA IS COST FREE - FIRST COME FIRST SERVED - AS - IS

_____ \$20/HOUR	RESERVED TIME
_____ \$250/EVENT RATE	SUNSHINE ARENA & PENS
_____ \$100 DAY	EXTENSIVE GROUND PREP
_____ \$125/HR	TRACTOR & DRIVER
_____ \$100 ADD ON	ALCOHOL
_____ \$100 ADD ON	CONCESSIONS
_____ \$200	GROUNDS CLEAN UP
_____ \$100/DAY	STAFF MEMBER
_____ \$25/DAY	RV HOOK UPS / YOU HANDLE DETAILS
_____ \$15/DAY	HORSE STALLS / YOU HANDLE 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 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.

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.

DAMAGED PANEL/S	COST TO REPLACE PANEL/S
DAMAGED TABLE/CHAIRS	COST TO REPAIR/REPLACE ITEM
DOOR/GATE PROPPED OPEN	\$100 PER DOOR/GATE
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.
- Supervise all children as any damages that occur will be at your expense.
- All rough stock and motorized vehicle events are required to have ambulance present.
- All damages/repairs to premises associated with your event will be the financial responsibility of the renter. Litigation will take place if necessary.
- Goshen County Fair Board staff only will operate facility owned equipment.
- 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.
- Spectators are NOT allowed in the arena or staging areas of the arena.
- Spectator seating NOT allowed in arena during rough stock events.
- No horses tied to trailers allowed in parking lots overnight.
- All music played will be family friendly.
- All Food Vendors are required to obtain and post necessary permits.
- Food vendors needs to bring their own pad lock for the concession room.
- 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.

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.

