



BLAINE COUNTY FAIR - PO BOX 1209 - CHINOOK, MT 59523
www.blainecountyfair.net – www.facebook.com/blainecountyfair - info@blainecountyfair.net

SECTION V: Facility Users' Rental Agreement Sample

FACILITY USERS' RENTAL AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____
_____, by and between _____ County, and _____
_____, hereinafter referred to as Permittee.

WITNESSETH:

WHEREAS, Permittee desires to use the _____
for an event on _____, and the County is agreeable to such use, the
parties hereto agree to such use, the parties hereto agree that Permittee shall be
granted the use of the Facility on the aforementioned date subject, however, to the
following fees and conditions:

1. Permittee shall pay \$ _____ for the rental of the Facility accompanied by a separate refundable deposit of \$ _____, both payable in advance and attached to this agreement.
2. The Facilities are rented as is and if there are county items that need to be moved, Permittee is responsible for moving them and returning them to their original location. If there is no damage and the ground and buildings are cleaned properly (which includes the hauling out of all garbage), the deposit shall be refunded after inspection by a representative of the county. Permittee is to clean the facilities, including the bathrooms, after each session and upon completion of the activity. Permittee shall supply all cleaning and bathroom supplies and shall return the premises to after their event in as good condition as before it was used by Permittee.
3. Permittee shall be responsible for any damages to county property and shall assume all responsibility for damages or injuries to persons and/or property at the event. Permittee also agrees to protect and defend the County and its elected and appointed officials, agents and employees and to hold them harmless from and against any and all claims, demands and causes of action of any nature whatsoever in any arising from the acts of omissions of Permittee and or its agents, employees, or representatives under this agreement.



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4. Permittee will provide general and specific supervision to:
 - a. Inspect facility for potential hazards to the activity;
 - b. Plan for safe conduct of participants;
 - c. Provide adequate and proper equipment for the activity, if any;
 - d. Warn participants of the inherent danger of the activity, if any;
 - e. Inform participants of emergency procedures, if applicable; and
 - f. Closely control the activity itself, particularly with minors.

5. If alcohol is sold or paid, the event must provide \$1,000,000/ occurrence, including liquor liability coverage, and/or must be catered by a licensed catering service. If alcohol will be consumed, Permittee shall further take all reasonable measures to insure that minors are not being or consuming intoxicating beverages on the premises and that no other problems occur as a result of alcoholic beverages being served.

6. Permittee shall attach to this agreement, proof of liability insurance in an amount not less than \$1,000,000/occurrence (or \$500,000 per occurrence depending on specific hazard category) for the event for which the county facilities are being used. If alcohol will be served or consumed during the activity, the liability coverage needs to include a liquor clause. In the event a community or civic organization or a business enterprise leases the premises and needs to take out a separate liability policy for their specific event, they shall name the county as additional insured under said policy.

7. The County has the right to limit the hours of the activities for which Permittee will be using the Fairgrounds. The event shall end on _____ at _____

8. Permittee, by signing below, acknowledge that he/she knows, understand and appreciates the risks involved in the activity.

Permittee Signature

Date

Fair Board Representative
(if applicable)

Date