

**SHERIDAN COUNTY FAIRGROUNDS
FACILITIES RENTAL AND USE AGREEMENT**

THIS AGREEMENT (hereinafter referred to as “Agreement”), effective as of the last of the dates executed below (“Effective Date”), is made and entered into by and between the Sheridan Fairgrounds Director on behalf of the Sheridan County Fair Association (SCFA), (hereinafter referred to as “SCFA”) whose address is 1753 Victoria Street, Sheridan, Wyoming 82801, and _____ (hereinafter referred to as “User”), whose address is _____.

WHEREAS, the SCFA oversees certain county facilities as described in this Agreement which, from time to time are available for rent; and

WHEREAS, User desires to rent certain SCFA facilities for the purposes herein contained.

NOW THEREFORE, in consideration of the mutual covenants the SCFA and User agree to the rental of SCFA facilities and/or use of SCFA services as follows:

1. Authorized Use.

1.1. SCFA hereby grants permission to User to use and occupy the following SCFA Facilities (“Facilities”). (List facilities here _____)

1.2. User shall use the Facilities for the sole purpose of _____, which is to be held beginning at _____ a.m./p.m. on _____, 202__ and ending at _____ a.m./p.m. on _____, 202__, for a total of _____ days (all of which may be referred to herein as “Event”).

2. Term.

2.1. This Agreement shall not be effective until SCFA’s receipt of a fully executed Agreement and User’s payment of the required deposit. This Agreement shall remain effective through the end of the Event unless otherwise terminated pursuant to provisions herein.

3. Fee and Deposit.

3.1. The User agrees to pay to SCFA \$_____ as rental fee and \$_____ as deposit fees. The deposit is payable in full at the time of execution of this Agreement.

3.1.1. The rental amount is payable in full prior to the start of the Event and includes applicable fees for additional services.

3.2. Return/Retention of Deposit.

3.2.1. The deposit shall secure the performance of User's obligations under this Agreement. User understands the deposit cannot be used in lieu of any rental payment. If at the end of the Event the Facilities are satisfactorily clean, there is no damage beyond ordinary wear and tear, and all payments and other charges have been fully paid, the deposit will be refunded, in whole or in part, within thirty (30) days following the end of the Event and the return of all keys, if any. SCFA may retain part or all of the security deposit to cover costs of cleaning inside the Facilities, including stalls and pens, around the exterior of the facilities and/or parking lots, damage, and repairs. SCFA will send a statement detailing the reasons for the retention of any portion of the deposit and any remaining deposit, to User at the address provided herein. If the deposit does not cover all costs, User agrees to pay any additional amount, which will be immediately due and payable.

4. Cancellation.

4.1. If User requests to cancel the event, it must be done in writing. If applicable, all cancellation fees will be deducted from the fees paid at the time the reservation was made, prior to the refund being processed. The cancellation fees are the following:

The refund fee for providing notice of cancellation prior to the start date is:

- 0-19 days' notice of cancellation -- 0% refund
- 20-44 days' notice of cancellation -- 50% refund
- 45 days or more days' notice of cancellation -- 100% refund

4.2. If User cancels Event within 14 days of its start date, SCFA shall retain all of User's deposit as partial satisfaction of lost rental revenue due to User's cancellation of its Event. However, should SCFA be able to rent any portion of the Facilities that had been reserved for User's Event during what would have been User's Event, SCFA will refund to User the amount of the deposit for the re-rented portion of the Facilities.

5. General Facilities Requirements and Information.

5.1. User shall be permitted to use the Facilities designated for the sole purpose of the Event.

5.2. SCFA reserves the right to rent or use any of its Facilities not rented by User during User's Event to other user groups.

5.3. SCFA will not rent nor make available to other organizations or renters any part of its Facilities that would unduly interfere with User's Event.

5.4. User shall not cause or allow any unreasonably loud noise or activity in or outside of the Facilities that might disturb the rights, comforts, and conveniences of other persons on SCFA grounds. For example, music within the Facilities should not be able to be clearly heard from the parking lot of that Facility.

5.5. During the User Agreement Term should User or any employee, agent or representative of User engage in the use of obscene or vulgar language, and/or exert or threaten physical abuse, toward any individual who is under the supervision, employment, or contract of SCFA or on the Premises or the SCFA Fairgrounds, SCFA may request that person or person(s) to immediately vacate the Premises and the SCFA Fairgrounds.

5.6. Unless provided for User shall ensure none of its guests, invitees, or participants remain on SCFA property overnight and or pen out or stall animals overnight.

5.7. User shall not interfere with, obstruct, or restrict the access of any other authorized users of SCFA Facilities.

5.8. By occupying the Facilities, User is deemed to have accepted the Facilities, except as noted, as suitable for its purposes.

5.9. User is responsible for setup and returning facilities to like condition after the conclusion of the Event. User will complete the Check In Sheet and note any issues following the Event end and return a copy (along with keys) to Fairgrounds staff. A Fairgrounds employee will inspect the condition of the premises and verify that they are being returned in the same condition that they were received. A final rental report form will be completed to acknowledge that the User responsibilities were fulfilled and that the deposit or a portion thereof, will be returned.

5.10. Absolutely no open flames are allowed inside SCFA Facilities without prior written approval from SCFA. Fryers and BBQ grills are allowed outside but must remain eight (8) feet away from any structure.

5.11. No duct tape or permanent adhesives shall be used on the floors, walls, tables, chairs, or windows of the Facilities. User will be invoiced for damages resulting from use of the aforementioned. No hay, straw bales, shavings or glitter are allowed in the Exhibit Hall or Pavilion facilities without prior approval from SCFA.

5.12. Smoking is not permitted within any SCFA Facilities.

6. Responsibilities of User. In addition to User's responsibilities outlined within Section 5. above, User shall additionally be responsible for the following:

6.1. Licenses And Permits. User agrees to obtain all legally required permits necessary including, but not limited to, health, tent, and licenses required while in use of the facilities. User agrees to provide security for the events it holds on the Fairgrounds. User is responsible for the safe and legal distribution of any alcohol provided or made available for sale at the Event. If User is selling alcohol in conjunction with its Event, a copy of User's beverage permit must be provided to SCFA 14 days prior to the start of the Event.

6.2. Concession Sales. User retains all rights to concessions in the designated area and may have independent vendors operate under User Agreement; however, the User is

required to provide a copy of the vendor's insurance, naming the Sheridan County Fair Association as an additional insured party upon request to the SCFA representative.

6.3. Equipment and Furnishing Requirements. All equipment and furnishing requirements for events and plans pertaining to the Event must be provided to the Fairgrounds Office at least 14 days prior to the Event start date. Failure to meet this requirement may result in equipment and services being unavailable. User is responsible for ensuring all of its equipment is in safe and working condition. SCFA reserves the right to spot check equipment and reasonably reject its use if it is found to be unsafe. All technical requirements, riders, plans must be approved by the SCFA prior to the Event, such approval will not be unreasonably withheld.

6.4. Alteration, Decorations, and Damage. User will make no alterations or changes to Facilities without advance consent of SCFA or the Fairgrounds Manager. Any unauthorized alterations will be returned to its original condition at the expense of User at the conclusion of the use of Facilities under this Agreement. User agrees not to occupy, use, or permit the Facilities to be used for any purpose except as in this Agreement. User shall not injure, mar or in any way deface the Facilities and shall not cause or permit anything to be done whereby the Facilities shall be in any manner injured, marred or defaced and will not drive or permit to be driven nails, hooks, tacks, or screws into any part and will not make or allow to be made any permanent alterations of any kind therein. User is liable for all damages resulting from participant and/or guest utilization of the facilities and services provided by SCFA. SCFA assumes no responsibility for loss or theft of personal property of User or any of its participants or guests.

6.5. Equipment. User agrees that it will not use SCFA's equipment, tools or furnishings located in or about Facilities, without first seeking and receiving written approval from SCFA.

6.6. Event Insurance. User shall maintain the following insurance:

6.6.1. Commercial General Liability Insurance. User shall provide coverage, during the entire term of the Event, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, in an amount not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate.

6.6.2. Coverage. All policies required under this Agreement shall be in effect for the duration of the Event provided in this Agreement. All policies shall be primary and not contributory and shall name SCFA as an additional insured. User shall pay the premiums on all insurance policies and insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least ninety (90) days advance written notice to SCFA.

7. Responsibilities of SCFA.

7.1. SCFA will provide the Facilities and services for the Event. Also, SCFA will provide at its own expense power, building lighting, heat (where available), and general supervision/guidance of the Facilities.

7.2. SCFA shall make available the SCFA Building and Facilities Manager to assist with use of Fairgrounds equipment and machinery according to negotiated rates. User shall provide written notice in advance of its needs and requests of equipment and services to accommodate events and programming at the Event.

7.3. The Facilities shall be at all times under the control of the SCFA and its authorized agents. The right is reserved at all times for any and all employees of the SCFA so designated by the SCFA to enter the premises. The Facilities will not be made available, nor shall an event begin, without the express permission of the Fairgrounds Manager.

7.4. Upon payment in full of the rental amount or 48 hours prior to the start date of the Event, whichever occurs later, SCFA will provide User with keys to access the Facilities during its Event.

7.5. If any keys are necessary for the Event, they will be provided to User at the start of the Event. All keys shall be turned into the Fairgrounds Office immediately upon the completion of User's Event. Lost or unreturned keys or the substitution of keys will result in a one hundred dollar (\$100.00) per set re-keying charge.

8. General Provisions.

8.1. Amendments. Any changes, modifications, revisions or amendments to this Agreement must be written, mutually agreed upon by the parties to this Agreement, and executed and signed by all parties to this Agreement.

8.2. Applicable Law/Venue. 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, and the venue shall be the Fourth Judicial District, Sheridan County, Wyoming.

8.3. Compliance with Laws. All parties are expected to comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

8.4. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the non performing party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the non performing party.

8.5. Independent Contractor. User shall function as independent contractor for the purposes of this Agreement and shall not be considered an employee of SCFA for any purpose. User shall assume sole responsibility for any debts or liabilities that may be incurred by User in fulfilling the terms of this Agreement and shall be solely responsible for the payment of

all federal, state and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing User to incur any obligation of any kind on the behalf of SCFA or its staff. User agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to SCFA employees will inure to the benefit of User or User's agents and/or employees as a result of this Agreement.

8.6. Governmental Immunity. Neither Sheridan County, Wyoming nor SCFA waives their governmental immunity by entering into this Agreement and specifically retain immunity and all defenses available to SCFA and Sheridan County, Wyoming pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

8.7. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of the Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

8.8. Liaison and Notice. The following are the designated representatives for SCFA and User:

8.8.1. SCFA's designated representative is Kimber Solberg, Fairgrounds Director, whose address is 1753 Victoria Street, Sheridan, Wyoming 82801, telephone number is (307) 672-2079, and email address is director@sherfair.com

8.8.2. User's representative is _____ whose address is _____, telephone number is _____, and email address is _____.

8.8.3. All notices and invoices required in this Agreement shall be in writing, properly addressed to the liaison above, and mailed first-class, postage prepaid and/or emailed. All notices sent via U.S. Postal Services are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt. All emails sent are deemed effective on the date the email was sent.

8.9. Nondiscrimination. User shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), and the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, et seq. User shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Agreement.

8.10. Assignment. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party.

8.11. Default. In the event the User defaults in the performance of any of the terms of the agreement, SCFA, at its option, may terminate the same, in which case any deposit made by User shall be retained and considered as liquidated damages.

8.12. Occupancy Capacity. Persons will not be permitted in the Fairgrounds in excess of the established occupancy of each building and the grandstands.

8.13. Damage. User shall be responsible for any and all damage which may occur to Facilities or SCFA's property or any portion thereof during the term of this Agreement caused by any act or omission of User, its' members, volunteers, concessionaires, invitees, or guests excluding normal wear and tear.

8.14. Liability and Indemnification. User agrees to conduct its activities upon the Facilities so as not to endanger any person lawfully thereon. SCFA shall not be liable to User or to any agent, employee, servant or invitee of User, and User agrees to insure, defend, indemnify and hold SCFA harmless from and against any and all causes of action, claims, fines, suits, demands, losses, liabilities, actions or costs including the costs of defense, arising from any injury to person or damage to SCFA property caused by any act, omission or neglect of User, its employees, agents, servants, invitees, volunteers, or patrons; user's use of Facilities under this Agreement or the conduct of User's business; any activity, work or thing done, permitted or suffered by user under this agreement or any breach or default in performance of any obligation on SCFA's part to be performed under the terms of this Agreement excluding ordinary wear and tear to Facilities. The indemnity provisions of this Agreement shall survive the termination of this Agreement. If applicable, the insurer(s), provider(s) of coverage and User agree to waive all rights of subrogation against Sheridan County, Wyoming or SCFA and its public employees, as defined above, including any Workers Compensation liability incurred by User. Any coverage provided by User shall be primary and non-contributing with respect to any insurance or self-insurance programs covering the SCFA and its public employees.

8.15. Violation and Removal from Facilities. If at any time the use of the Facilities by User violates an applicable ordinance or law of the City of Sheridan, Sheridan County, State of Wyoming or the United States of America, User shall either cease and desist from continuing such use or surrender the Facilities forthwith upon the demand of SCFA. SCFA retains the right to require User or any of its participants, guests, or subcontractors, to leave SCFA's premises if SCFA in its sole discretion feels that circumstances require it.

8.16. Prior Approval. This Agreement shall not be binding upon either party, and no services shall be performed under the terms of this Agreement, until this Agreement has been reduced to writing, approved by SCFA and User, and signed by their respective representatives.

8.17. Entirety of Agreement. This Agreement, consisting of eight (8) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

8.18. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to renegotiate the terms affected by the severance

8.19. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

8.20. Titles Not Controlling. Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.

8.21. Waiver. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach.

IN WITNESS WHEREOF, the SCFA has caused this Agreement to be signed and executed on its behalf by the Fairgrounds Manager and the User has caused this Agreement to be signed and executed on the day and year corresponding to their signatures below.

SHERIDAN COUNTY FAIR BOARD

By: _____
Kimber Solberg, Fairgrounds Director

Date

USER

By: _____
Signature

Date

Printed Name and Title