

Cache County Fairgrounds
Facility Use Agreement
450 South 500 West Logan, UT 84321
Phone (435) 750-9896 Fax (435) 750-8763
Fair.grounds@cachecounty.org

Applicant's Name _____ Organization _____

Address _____ City _____ State _____ Zip Code _____

Primary Phone # _____ Email Address _____

Dates Requested _____

Facilities Requested _____

Event Name _____

If you would like us to promote your event on our website please provide the website url.

Total Deposit Due _____

Total Rent Due _____

Deposits are used to hold your date, fix any damages incurred by renter or patrons, and/or clean up if needed. Deposits are only refundable after the required post show inspection.

If your reservation requires additional needs or equipment, please attach a description of those needs or equipment.

Reservations

1. Reservations for Cache County Fairgrounds facilities require completion of this Cache County Tentative Confirmation.
2. All applications must be signed by a responsible adult, twenty-one (21) years of age or older, or the president or other official representative so designated by the board of the requesting organization. Approved applications are non-transferrable to other groups, facilities, dates, or times.
3. Misrepresentation of the events requested herein may result in the termination of the event and the forfeiture of all deposits and fees.
4. All Reservations are tentative until the agreement is confirmed and the deposit is paid in full. Deposit and fixed fees related to the reservation are due no later then two (2) weeks prior to the event date. Variable fees are due no later than thirty (30) days after the reservation event ending date. Cache County reserves the right to send any account that is delinquent to small claims court or a collections agency. The renter agrees to pay any collection costs incurred in attempt to collect any past due balance, plus court costs and reasonable attorneys' fees, with or without suit, incurred in collecting any past due balance, and a collection fee up to 40% of the outstanding balance owing which may be assessed by any collection agency retained to pursue the matter.
5. Applicants will be required to provide a certificate of insurance before an application agreement is approved whenever the public is invited to attend. Applicants may utilize their own insurance provider or may use the Tenant User Liability Insurance Program as provided by the Utah Local Governments Trust. Proof of Commercial General Liability Insurance must be provided to the Cache County Fairgrounds office no later than 30 days prior to the scheduled event. Limits of liability will be \$1,000,000 each occurrence and \$2,000,000 General Aggregate. The coverage must include: Bodily Injury and Property Damage, Products Liability, Personal Injury Liability and

contractual Liability. Events requiring insurance shall include, but are not limited to; Class III and excluded events as determined by the Utah Counties Insurance Pool. In the event that a higher policy limit is required by Logan City, that amount will supersede any previous amount stated and will become the coverage amount required by the Cache County Fairgrounds. All policies must name Cache County and the City of Logan as additionally insured. Failure to comply with insurance requirements will result in the cancellation of the event.

6. Events requiring security may use the Cache County Sheriff's Office or a licensed private security firm employing security officers as set forth and required in UCA 58-63-301-310. It will be the responsibility of the applicant to make security arrangements. For further information contact the Fairgrounds Manager.

7. Temporary food permits are required for public events. Please call Bear River Health Department for more information (435) 792-6570.

8. The Cache County Fairgrounds will not be responsible, under any circumstances, for property of the tenant while on the Cache County Fairgrounds property. Proper securing of doors and facilities will be performed by the Fairgrounds staff; however, any additional security for tenant's property will be the responsibility of the tenant. Unclaimed articles or property must be held and distributed by the tenant.

_____ 9. An on-site ambulance service will be required for all rodeos with rough stock events and all motorized events with paying spectators. Contact the Fairgrounds Manager for more information.

Cancellation Policy

If a reservation is canceled 30 or more days prior to the start of the reservation, 100% of the deposit will be refunded. If a reservation is canceled 8-29 days prior to the start of the reservation, 50% of the deposit will be refunded. Any reservation canceled within 7 days of the start of the reservation will not be eligible for a refund.

Rules and Regulations

1. Proposed use of facilities or events shall not interfere with the public enjoyment of Cache County Fairgrounds facilities, nor deter from the health, safety, moral welfare, or recreation of the general public, cause unusual or extraordinary expense to the County, nor draw crowds in excess of the capacity of the facilities. Groups and individuals using the facilities shall abide by all laws and regulations, including fire and safety regulations, Logan City noise ordinance (91-19), and all other Cache County and Logan City Code restrictions pertaining to the use of the facility. Any group violating the regulations or conditions governing the use of the facilities shall be subject to immediate revocation of facility use privileges and the County will retain all fees previously paid. Applicants shall be responsible to obtain and pay for additional police security, if necessary, for groups over 50 people.

2. Groups and individuals using a facility are responsible to pay for any damage to or loss of County property connected with such use. Cache County will not be responsible for the loss, damage, or theft of equipment or articles owned by the user.

_____ 3. **CLEAN IN/CLEAN OUT:** At the time of move-in, the Cache County Fairgrounds will provide facilities that are clean and orderly. Renter(s) are required to return all contracted facility space to the same clean and orderly condition. You will be charged for any additional cleaning beyond the aforementioned criteria. In addition, you will be required and responsible for post-event cleaning that is necessary after the Use Agreement period expires. This includes all rented space as well as surrounding areas that the renter(s) and or patrons have used. Additional charges will be assessed for removing tape residue on floors and for bulk trash (pallets, crates, carpet scraps, etc.) left after the Facility Rental Agreement period expires. Contact the Fairgrounds Office for prevailing rates. Fairgrounds staff are available Monday through Friday during business hours (or other mutually agreed upon times) for a required post show inspection and cleaning release to confirm that the space is in clean condition and that no additional charges will be accrued.

4. The following are prohibited at all Cache County Fairgrounds facilities:

- * **Possession and/or consumption of alcoholic beverages, illegal drugs, or narcotics.**
- * Any drinks served in glass bottles.
- * Smoking inside of any building or facility.
- * Storage of any private property in any public facility outside of reservation times.
- * Unauthorized vehicle traffic except in designated parking areas
- * All decorations must be fireproof and completely removed by applicant.

5. The County employee in charge of any facility is authorized to enter any room at any time in the performance of their duties. In the use of any County facility, individuals and groups shall be subject to the direction of the County employee in charge of the facility.

_____ 6. Amplified sound equipment is only permitted with the approval of Cache County Fairgrounds Manager. When allowed, amplified sound cannot be used after 10:00 pm.

7. Cache County reserves the right to terminate any and all activities reserved in the Cache County facilities for failure to comply or violation of any said rule and/or regulations. Groups or individuals that fail to comply or violate Cache County rules and/or regulations may forfeit any fees and deposits and shall not be permitted future use without approval from the Cache County Fairgrounds Manager.

_____ 8. I acknowledge that I have received a copy of the Fairgrounds rules and had an opportunity to review them and ask any questions that I had.

Waiver and Release of Liability

In consideration of being allowed to participate in any way at the Cache County Fairgrounds and related events and activities, the undersigned:

1. Understands that there are inherent risks associated with participation in Cache County Fairgrounds activities. Inherent risks as defined in state law (78B-4-201) are: 'Inherent risk' with regard to equine or livestock activities means those dangers or conditions which are an integral part of equine or livestock activities, which may include; the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; collisions with other animals or objects; or the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.

2. Agrees that prior to participating, they will inspect the facilities and equipment to be used, and if they believe anything is unsafe, they will immediately advise their supervisor or Fairgrounds personnel of such conditions and refuse to participate.

3. Agrees that the parents or legal guardian will instruct any minor participant prior to participating. Parents or legal guardians will inspect the facilities and equipment to be used, and if they believe anything is unsafe, they will immediately advise their supervisor or Fairgrounds personnel of such conditions and refuse to participate.

4. Acknowledges and fully understands that each participant may be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from their own actions, inactions or negligence, but the actions or negligence of others, the rules of play, or the conditions of the premises, or of any equipment used. Further, that there may be other risks not known to Cache County personnel or not reasonably foreseeable at the time.

5. Assumes all of the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death.

6. Intending to be legally bound, does hereby leave, waive, discharge, and covenant not to sue Cache County, its affiliated organizations, their respective administrators, officers, directors, agents, and other employees or volunteers of the organization, other participants, sponsoring agencies, sponsors advertisers, and if applicable, owners and lessors of the premises used to conduct the event, all of which are hereinafter referred to as "releasees", from any and all liability, including the applicant's heirs and next of kin for any claims, demands, losses or damages on account of injury, including death or damage of property, caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise in connection with association or entry in and/or arising out of traveling to, participation in, and returning from activities at the fairgrounds.

7. Agrees that in the event that I sustain injury or illness while in activity at the fairgrounds, I hereby authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by licensed personnel. I also give my permission for attending medical personnel to execute on my behalf, my permission forms or the necessary medical documents and to act in my behalf if I am not immediately available to do so.

8. Hereby consents to allow pictures and/or voice or likenesses to appear in any official documentary, promotional, exclusive television, radio, or film coverage in any manner incidental to participation and without compensation.

9. Also consents to allow pictures or likenesses to appear in any official documentary, sponsor advertisement, or exclusive television coverage without compensation.

In consideration for the use of the facility identified above, the APPLICANT agrees to defend, indemnify and hold harmless the County of Cache, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability of damage to property sustained or claimed to have been sustained arising out of activities of the APPLICANT or those of any of its officers, agents, employees, whether such act is authorized by this agreement or not; and APPLICANT shall pay for any and all damage to the property of the County of Cache, or loss, or theft of such property, done or caused by such persons. Cache County assumes no responsibility whatsoever for any property placed on the premises. APPLICANT further agrees to waive all rights of subrogation against the County. The APPLICANT has read and understands this entire application including all rules and regulations provided with this contract, and agrees to all the terms and conditions as stated.

Applicant Signature: _____ Date: _____

Staff Signature: _____ Date: _____