

**Cache County Fairgrounds/Event Center
Facility Use Agreement
490 South 500 West Logan, UT 84321
Phone (435) 755-1671 fair.grounds@cachecounty.gov**

The Facility Use Agreement (“Agreement”) is entered into between the Parties identified herein. Intending to be legally bound, the Applicant or Lessee agrees to the Facility Use Agreement and Cache County Fairgrounds agrees to make the use of the space listed herein with the following terms and conditions:

A. PARTIES

Owner

Cache County (“Owner”) owns the Cache County Event Center, Fairgrounds and other facilities that are for lease in this Agreement.

Applicant and Lessee

The following is the “Applicant(s)” or “Lessee(s)”:

Applicant(s)/Lessee(s) Name: _____

Organization: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Primary Phone: _____ Email Address: _____

B. VENUE RENTAL, DEPOSITS

AND EQUIPMENT

1. Damage Deposits are used to hold your reservation and are due 90 days prior to your event. These deposits are used to fix any damages incurred by Applicant(s) or their guest or patron, and/or clean-up of the facility if needed. Otherwise, they are returned after the event.
2. The Applicant(s) requests to be permitted to hold the following type of event:
 - For-Profit Event
 - For Profit Event serving alcohol
 - Non-Profit Event
 - Non-Profit Event serving alcohol
 - Private Party Event
 - Private Party Event serving alcohol
3. The name of the event is: _____
4. The Date(s) of the event requested are: _____ Time: _____
5. Setup date: _____ Time: _____ Cleanup Date: _____ Time: _____
6. The facilities requested are: _____
7. The following is the agreed upon rental amount for the above event:
 - a. Damage Deposit: \$ _____
 - b. Rent Event Dates: \$ _____ Rent Setup & Takedown \$ _____
 - c. Alcohol Charge: \$ _____
 - d. Tables Charge: \$ _____
 - e. Chairs Charge: \$ _____
 - f. Stage Charge: \$ _____
 - g. Kitchen Charge: \$ _____
 - h. **Total Amount Due:** \$ _____
8. If the event requires additional needs or equipment, please attach a description of those needs or equipment.

C. RESERVATION

1. Reservations for Cache County Fairgrounds and/or Event Center facilities require completion of this Facility Use Agreement.
2. All applications must be signed by a responsible adult, twenty-one (21) years of age or older, or the president or other authorized representative so designated by the board, Bylaws, or Articles of Incorporation 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. Any fee paid within 2 weeks prior to an event must be paid by cash, credit card, money order, or cashier's check. 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 reasonable attorney's fees, with or without suit, incurred in collecting any past due balance, and a collection fee up to forty percent (40%) of the outstanding balance owing or the actual cost of collections, whichever is less, which may be assessed by any collection agency retained to pursue the matter.
5. Applicants will be required to provide a Certificate of Liability Insurance naming Cache County Fairgrounds as a Certificate Holder listing its officers, officials, employees and volunteers as additional insureds. The Certificate of General Liability Insurance, must be provided to the Cache County Fairgrounds & Event Center office no later than thirty (30) days prior to the scheduled event. Limits of General Liability must be two million dollars (\$2,000,000.00) per each occurrence and two million dollars (\$2,000,000.00) General Aggregate. The coverage must include: bodily injury, property damage, products liability, personal injury liability, and contractual liability. Events requiring insurance shall include, but are not limited to: (1) events where alcohol is served; (2) events requiring single event permits; and (3) events open to the public. All policies must name Cache County and their respective officers, officials, employees, and volunteers as additionally insured. Failure to comply with insurance requirements will result in the cancellation of the event. Cache County confirms that it has General Liability Insurance coverage in amount sufficient to secure its obligations to Applicant under this agreement.
6. Cache County requires the Applicant(s) of an event where alcohol is served to abide by the Alcohol Policy.
7. Temporary food permits are required for public events. Please call the 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 applicant(s) or Applicant(s)'s guests while on the Cache County Fairgrounds property. Proper securing of doors and facilities will be performed by the Fairgrounds staff unless other arrangements have been made. However, any additional security for Applicant(s)'s or Applicant(s)'s guests' property will be the responsibility of the Applicant(s). Unclaimed articles or property must be held and distributed by the tenant.
9. An on-site ambulance service, paid for by the Applicant(s), will be required for all Rodeos with rough stock events and all motorized events with paying spectators. Contact the Fairgrounds Manager for more information.

10. Lightning and severe weather are serious concerns at any outdoor venue, including the Cache County Fairgrounds. Cache County reserves the right to postpone and/or cancel any event held in an outdoor venue due to severe weather. Severe weather includes but is not limited to lightning, high winds, and tornado warnings. For a template of the Fairgrounds severe weather plan visit the Fairgrounds office. In the event of cancellation by Cache County Fairgrounds, Applicant shall reserve the right, at Applicant discretion, to be issued a credit of any payment or deposit made for use at a later date, or a 100% refund.
11. Full day reservations will take precedence over hourly events. In the event of a cancellation or rescheduling, the Cache County Fairgrounds and Event Center staff will make reasonable efforts to notify the Applicants(s) promptly and provide alternative available dates. All reservations are tentative until 90 days prior to reservation. Cache County shall not be held liable for any cost, damages or inconveniences incurred by the Applicants(s) as a result of such cancellation or rescheduling.

D. CANCELLATION POLICY

If a reservation is canceled thirty (30) or more days prior to the start of the event, one hundred percent (100%) of the deposit will be refunded.

If a reservation is canceled eight (8) to twenty-nine (29) days prior to the start of the event, fifty percent (50%) of the deposit will be refunded.

Any reservation canceled within seven (7) days of the start of the event will not be eligible for a refund.

E. RULES AND REGULATIONS

1. Proposed use of the facilities or events shall not interfere with the public enjoyment of Cache County Fairgrounds facilities or grounds, 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 ordinances, and all other Cache County, Health Dept., and Logan City code restrictions and permit requirements 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. Applicant(s) shall be responsible to obtain and pay for additional police security, if necessary and events where alcohol is served.
2. Applicant(s) and guests or individuals at the event using a facility are responsible to pay for any damage to or loss of County property connected with Applicant's use of the property. Cache County will not be responsible for the loss, damage, or theft of equipment or articles owned by the Applicant(s).

3. CLEAN IN/CLEAN OUT: At the time of the move-in, Cache County will provide facilities that are clean and orderly. Applicant(s) are required to return all contracted facility space to the same clean and orderly condition. Applicant(s) will be charged cleaning fees if they do not clean any contracted facility space to the same condition the space was in at the time it was provided to the Applicant. Fees will be assessed based upon the amount of time it takes the County to clean the space at a rate of \$100 per hour. The Applicant will be responsible to pay that amount. In addition, Applicant(s) will be required and responsible for post-event cleaning that is necessary after this Agreement period expires. This includes all rented space, parking lots, as well as the surrounding areas that the Applicant(s) and or their guests or patrons have used. If the applicant leaves tape residue on any surfaces, leaves tables without cleaning the table tops completely, and leaves trash that the County has to clean, additional fees will be assessed based upon the amount of time it takes the County to clean at a rate of \$100 per hour. The Applicant will be responsible to pay that amount. Event Center staff are available Monday through Friday during business hours (or other mutually agreed upon times) for required post-event 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 the Cache County Fairgrounds facilities:
 - a. Possession and/or consumption of illegal drugs or narcotics.
 - b. Possession and/or consumption of alcoholic beverages, unless contracted for herein, in any Cache County grounds or facilities.
 - No alcohol may be served unless the appropriate permits and security have been obtained by the Applicant(s) and approved by Cache County.
 - Smoking inside 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(s).
5. If an individual or entity violates Subsection (1) of Cache County Ordinance 5.08.100 regarding alcohol consumption on County owned property, then:
 - an individual is guilty of a class B misdemeanor if the individual violates Subsection (1); and
 - if an entity knowingly allows an individual to consume alcohol in violation of Subsection (1), then each violation shall result in a civil penalty of five hundred dollars.
6. 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.
7. 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.
8. Cache County reserves the right to terminate any and all activities reserved in the Cache County facilities for failure to comply with, or violation of, these rules and/or regulations. Applicant(s), their guests, and/or patrons that fail to comply with, or violate, these 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.

9. The Cache County Event Center and Fairgrounds Policies and Procedures are fully referenced and incorporated into this Agreement.
10. Applicant(s) acknowledge that they have received a copy of the Cache County Fairgrounds and Event Center Policies and Procedures rules and had an opportunity to review them and ask any questions that they may have by signing this Agreement.

F. 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 Applicant(s):

1. Understand that there are inherent risks associated with participation in Cache County Fairgrounds activities. Inherent risks are defined in state law, and include, but are not limited to, to “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 but is not limited to: (1) the propensity of the animal to behave in ways that may result in injury, harm, or death to person on or around them; (2) the unpredictability of the animal’s reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (3) collisions with other animals or objects; or (4) 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. Agreed that prior to participating, the Applicant(s) will inspect the facilities and equipment to be used, and if the Applicant(s) believe anything is unsafe, the Applicant(s) will immediately advise their supervisor or Fairgrounds personnel of such conditions and refuse to participate. Any cancellation or refusal to participate by Applicant due to unsafe Fairground facilities identified during Applicant’s inspection shall not entitle Cache County Fairgrounds to retain any part of deposit paid by Applicant.
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 understand 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, 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 accepts personal responsibility for the damages following such injury, permanent disability, or death, except where such liability directly results from Cache County’s negligence or willful misconduct.

6. Applicant(s) leave, waive, discharge, covenant, and promise not to sue and release the following from all liability: (1) Cache County; (2) Cache County's affiliated organizations; (3) Cache County's administrators, officers, directors, agents, other employees, volunteers of its organizations, other participants, sponsoring agencies, sponsor's advertisers, and (if applicable) owners and lessors of the premises used to conduct the event. Applicant(s) agree that this releases the above listed individuals or entities from any and all liability, except where such liability directly results from Cache County's negligence or willful misconduct. This release includes any claims from the Applicant's(s') heirs or next of kin, demands, losses or damages on account of injury (including death or damage of property), that was caused in whole or in part by the negligence of the above released individuals or entities in connection or association with traveling to, participation in, and returning from activities at the Cache County property subject to this Contract. Only in cases of willful misconduct or negligence by either party can claims be made.
7. Agrees that, in the event that injury or illness is sustained while in activity at Cache County property, any emergency first aid, medication, medical treatment or surgery deemed necessary by licensed personnel is authorized. Permission for attending medical personnel to execute on any permission forms or the necessary medical documents.
8. 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. Such content shall be limited to pictures and/or voice likenesses obtained under this Agreement and for this specific event. Consent shall not extend to any separate or future use of Applicant's name, pictures or likenesses.
9. Also consents to allow pictures or likenesses to appear in any official documentary, sponsor advertisement, or exclusive television coverage without compensation. Such content shall be limited to pictures and/or voice likenesses obtained under this Agreement and for this specific event. Consent shall not extend to any separate or future use of Applicant's name, pictures or likenesses.

In consideration for the use of the facility and/or Cache County property identified above, the Applicant(s) 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(s) or those of any of its officers, agents, employees, and guests, whether such act is authorized by this agreement or not; and Applicant(s) 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(s) further agrees to waive all rights of subrogation against the County. The Applicant(s) read and understand this entire application and agreement, including all rules and regulations provided within, and agree to the terms and conditions as stated.

Applicant Signature: _____ Date: _____

Cache County Signature: _____ Date: _____

If your event requires insurance, here are a few options that may be able to meet your needs .

The Event Helper- <https://www.theeventhelper.com/>

Event Insurance Now- <https://www.eventinsurancenow.com/>

The following is the criteria for events that take place at the County Fairgrounds/Event Center that would need to go through the City's special event permit process:

(1) Events that spill over onto City property.

(2) Events where organizers would like to use fire or pyrotechnics.

(3) Events with temporary cooking, outdoor flames.

(4) Events where a law enforcement presence is requested (traffic control, security, etc.). (5) Controversial events with potential for disorderly conduct.

(6) Events requiring a temporary sales tax license.

(7) Events requiring 2 or more services from the City (environmental, fire, police, fire etc.). (8) For-profit events charging entrance fees.

(9) Events with alcohol sales and/or service.

Please reach out to:

[Daniela Tucker](#)

City of Logan

Neighborhood Improvement

Special Event Licensing

[\(435\) 716-9008](tel:(435)716-9008)

daniela.tucker@logan.utah.org

These events also need to register with the Utah State Tax Commission Special Event Unit.

<https://tax.utah.gov/sales/specialevents>