

BUILDING AND GROUNDS USE APPLICATION
Lake County Fair Board
300 Third Ave. NW
Ronan, MT 59864
406-676-8660

TWO CONTACT NUMBERS, AN E-MAIL ADDRESS AND A DEPOSIT ARE REQUIRED TO COMPLETE YOUR APPLICATION.

This Agreement is made and entered into this _____ day of _____, 20__ by and between the Lake County Fair Board and _____ (hereinafter referred to as "User").

The Lake County Fair Board and the User agree as follows:

Purpose of Use: _____

Buildings/Grounds to Include: (check all that apply):

____ Horticulture Barn ____ Sale Barn ____ Beef Barn
____ Sheep/Swine Barn ____ North Courtyard ____ Courtyard
____ Arena Concession Stand ____ Arena ____ Warm up Arena

Date(s) and Hours of Requested Use: _____

Will Alcohol be served? _____

Terms and Conditions

Use of Lake County Fairground facilities is conditioned upon the following covenants:

1. Alcoholic beverages may not be consumed, served or possessed on the Fairgrounds without proper permits from the city of Ronan.
2. Games of chance or lotteries must obtain proper permits.

3. That no functional alteration of the premises or functional changes in the use of the premises shall be made without specific written consent of the Lake County Fair Board.
4. The User will provide adequate supervision to ensure proper care and use of Lake County Fairground facilities.
5. It is understood by the User upon violation of the Agreement in any way, the Lake County Fair Board reserves the right to terminate the Agreement.
6. The requesting party will pick up and return the key to the Lake County Extension Office and guarantees the Lake County Fair Board that the activities will be in compliance with all applicable laws and ordinances. Keys may be picked up and returned between 8:00 a.m. and 5:00 p.m. weekdays. The User must return keys the day following the day following the last day of use.
7. The User acknowledges and agrees that the rights granted hereunder are granted exclusively to them and shall not in any way sublet, assign or transfer any such rights to any other party.
8. The User acknowledges that the buildings and grounds have been inspected and that the User is responsible for any damages incurred during the use period. The requesting party shall be responsible for the actual cost of repair or replacement, including costs, disbursements, and expenses, resulting while it has use of the premises.
9. The User agrees that no vehicles will be allowed on the lawn areas of the grounds and that if damage to grassy areas or underground sprinkler system occurs the requesting party will be liable for any damage. Vehicles must be parked in parking lot.
10. User will be charged for any damage or cleaning. Any cleaning will be charged back to User at the rate of \$100.00/hour.
11. No tables or chairs are available for use.
12. All garbage disposals shall be the responsibility of the User.
13. Camping is not allowed on the grounds without prior approval of the Lake County Fair Board.
14. No fire pits are allowed on the Fair Grounds.

15. User is responsible to provide portable restroom facilities to adequately service any event. These portable restrooms will be located in a designated area and removed at the conclusion of the event.
16. It is understood that Lake County or the Lake County Fair Board shall have no responsibility for any personal property left in the buildings or on the grounds after the use term has expired. If personal property is left behind, the Lake County Fair Board is hereby EXPRESSLY GRANTED the right to dispose of it in any manner. Such disposal shall not constitute a trespass or conversion and the requesting party agrees to not hold Lake County or the Lake County Fair Board liable for any loss or damage to said personal property. Any expenses incurred to remove personal property from the facility or grounds will be charged back to the requesting User.
17. Terms and conditions described herein comprise the entire agreement between the parties and may not be changed, except by written documentation executed by all parties hereto.
18. The Lake County Fair Board reserves the right to permit the use of other portions of the grounds during any event.

Rent and Deposit

A security deposit of 50% of the TOTAL fee, in the form of a post-dated check must accompany this application. The balance of the fee is due one week prior to your event.

Arena \$ 125.00 per day

Beef, Sheep, Sale barns \$100.00 per day- no stalls

Courtyards each \$ 100.00 per day, \$150.00 if using power, tear-down \$ 50.00 per day

Horticulture Barn \$ 150.00 per day, \$50.00 per day tear-down

Arena Concession Stand \$75.00 per day

* Tear-down fee begins on the second day following an event

Insurance and Indemnification

The User, by signature below, hereby guarantees that the User shall indemnify, defend, and hold harmless the Lake County and the Lake County Fair Board, it's trustees, directors, officers, and any of their employees or agents, from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney's fees) in law or equity, that may be asserted, based in whole or in part, upon any action or inaction, negligent or other wrongful act or omission of the User, it's officers, agents volunteers, or employees.

The minimum acceptable limits for insurance policies, including personal injury or death, and property damage liability are \$1,000,000 per occurrence/ \$2,000,000 general and

products-completed operations aggregates. The policy of insurance shall be on a primary basis and non-contributory with any other insurance and/or self-insurance carried by Lake County or the Lake County Fair Board. The insurance carrier must have a rating by Best's Insurance Rating Service of not less than A-. An Acord certificate of insurance is required with a 30-day cancellation notice. Lake County and Lake County Fair Board are to be shown on the certificate as certificate holders and additional insured. Please submit at least one week in advance of your event. If the User does not provide the certificates of insurance prior to the use listed herein, the User will be prohibited from using the premises. *Please note that photocopies of the insurance policy/policies will not suffice. We must have original certificates.*

The names and addresses to be shown on the certificates **must** read as follows.

Name: Lake County Fair Board

Name: Lake County

Address: 300 3rd Avenue N.W.
Ronan Montana

Address: 106 4th Avenue East
Polson Montana

Non-Discrimination

The requesting party agrees to abide non-discrimination clauses as contained in the Montana Human Rights Act and the Governmental Code of Fair Practices.

DATED this ____ day of _____, 20__.

Lake County Fair Board:

User:

By _____

Signature _____

Address _____

Phone _____

E-mail _____

Signature _____

Address _____

Phone _____

E-mail _____

Additional Obligations (if any):
