



## FACILITY USE AGREEMENT

Return to Fair Office ♦ 305 W Snow King ♦ Jackson, WY ♦ 83001

Facility to be used:	<input type="checkbox"/> Heritage Arena	<input type="checkbox"/> Rodeo Arena	<input type="checkbox"/> Exhibit Hall
	<input type="checkbox"/> Grassy Arena	<input type="checkbox"/> Staging/Parking Lot	
Individual, Group, or Organization:	_____		
Activity or Description of Use:	_____	Number of People:	_____
Contact Person:	_____	Phone:	_____
Billing Address:	_____		
City:	_____	State:	_____
		Zip:	_____
Email:	_____		
Date Requested:	Start Date: _____	End Date:	_____
	Start Time: _____ (am/pm)	End Time:	_____ (am/pm)

- Yes  No **You must be covered by liability insurance for the activities proposed for the facility. You may purchase this insurance through the Teton County Fair Office. Do you wish to purchase liability insurance through the Teton County Fair Office?**  
If yes, please notify the Fair Office 10 days in advance. If no, please attach a copy of certificate of Insurance naming Teton County and the Town of Jackson as additionally insured.
- Yes  No **Will you be conducting business?**  
If so, a business license is required from the Town of Jackson, 150 East Pearl, 733-3932 ext. 1154
- Yes  No **Will an admission be charged?**  
If so, how much? \_\_\_\_\_
- Yes  No **Is a Special Events Permit from the Town of Jackson required (e.g. overnight camping, etc)**  
If yes, a Special Event application must be submitted to the Town of Jackson 21 days in advance of the event, 150 East Pearl, 733-3932 ext. 1113.
- Yes  No **Will any service, goods, food or beverages be sold, or will any activity proposed for the facility involve the payment of money?**  
If yes, please describe: \_\_\_\_\_  
If food will be sold, you must obtain a food permit from the Teton County Environmental Health Department.
- Yes  No **Will alcoholic beverages be sold, either separately or with price of admission to the event?**  
If yes, you must:  
Obtain a malt beverage permit or liquor catering permit through the Town of Jackson. Please attach a copy of permit. Hire a Jackson Police Officer/Teton County Sheriff's Deputy/Security Service to provide security at your event. Please attach copy of confirmation that security has been hired.  
Purchase liquor liability insurance, in addition to the regular liability insurance. Please attach proof of insurance naming Teton County and Town of Jackson as additionally insured.
- Yes  No **Will there be any amplified music (live band, stereo, or DJ) present at your event?**  
There shall be no noise audible outside the Fair Building at any time.  
**All music must cease at 9 p.m.**  
Failure to abide by noise policy shall result in the loss of the \$500 deposit and the licensee will forfeit the right to rent the Fair building anytime in the future.
- Yes  No **Will you require parking assistance at your event? Are you expecting a high volume of participants/attendees?**  
If yes, parking assistance is required. Arrangements can be made through the Teton County Fair Office for an additional fee. Failure to secure parking attendants shall result in the loss of the \$500 parking deposit.

Describe arrangements that have been made for sanitation, including not only trash removal and trash dumpsters, but also porta-toilets or other similar facilities that may be required (if application is for any type of agriculture event, please describe the arrangements for removal of manure.):

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The UNDERSIGNED, having represented to Teton County that the foregoing is a true and correct statement of the intended use of the facility set for the above, hereby agrees for himself/herself and for the applicant entity or sponsoring agency to the following conditions for the issuance of rental agreement of such facility as outlined above:

1. USE: The use of the facility shall be on the date, at the times, and solely for the activities and purposes approved herein and for no other use or purpose whatsoever.
2. FEE: Rental fees are charged based on specific uses for reserving facilities for commercial uses, non-profit groups and individual uses. Fees are listed on the attached form.
3. DEPOSIT: If a deposit is required, it will be refunded after usage. Teton County reserves the right to keep any and all of the deposit(s) to cover the cost of any cleaning, repairs, replacement, trash removal or other expense incurred by Teton County as a result of the applicant's failure to perform strictly under the terms of this agreement and to leave the facility in the condition in which it was found. **A credit card guarantee form must be attached.**
4. CLEANING OF FACILITY/PREMISES: The facility in use, including but not limited to the grandstands, restrooms, stock pens, roping chutes, and parking area shall be clean by NOON the next day, unless another event is scheduled the next day, in which case the facility would need to be cleaned before next event arrives. In the event of unsatisfactory conditions, Teton County reserves the right, but not the responsibility, of implementing the necessary clean up and all reasonable charges therefore shall be deducted from the Applicant's deposit.
5. COMPLIANCE: Applicant agrees that any use made of the property or facilities referred to herein and any erection of structures, construction, moving of any equipment, vehicles, or the performance of any other work shall be accomplished in a manner approved by and satisfactory to Teton County.
6. OBSERVANCE OF LAWS AND STANDARD OF CARE: Under this Agreement, the applicant shall comply with all applicable state, municipal, local laws and Teton County rules and regulations and shall observe a standard of care which avoid any injury to or inconvenience of the public or other users of the facility. Applicant shall assure that the use of the facility shall not constitute a nuisance or breach of the peace and understands that the undersigned Applicant shall be personally responsible and liable for any breach of this term.
7. DAMAGE: The Applicant is responsible for any destruction, displaces, damaged or altered facilities or any property located thereon, and shall promptly replace, return, repair and restore any such property to a condition satisfactory to Teton County in a clean and sanitary condition.
8. INDEMNIFICATION: The Applicant, for himself/herself and for any agency or other entity which he/she represents, expressly agrees to defend, indemnify and save harmless Teton County and Town of Jackson, it's Board Members, Officers, Officials, Employees and Volunteers against any and all loss, damage claims of liability whatsoever, including claims for negligent acts or omissions, arising from personal injury, death, or damage to the property of the Applicant and the entity that he/she represents, from any or their employees or other persons directly or indirectly affiliated herewith, or from any the guests, invite or licensees of the applicant due to the exercise of the privileges granted in the Agreement.
9. INSURANCE: An Insurance certificate that names Teton County and the Town of Jackson as additionally insured including its Board Members, Officers, Officials, Employees, and Volunteers and states that coverage is primary and noncontributory is required at least ten days prior to the event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the County & Town Attorney.
10. EXPENSES: Any cost, expense or liability connected with or in any manner incident to the granting of the permit shall be borne by the Applicant and any entity that he/she represents, shall agree to pay all costs arising out of the breach thereof, including a reasonable attorney's fee, which may be incurred in the collection of any sums due.

SIGNED AND AGREED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Release Waiver of Liability

By entering, you agree to the following: "I/we release and hold harmless Teton County, Teton County Commissioners, Teton County Fair Board and Town of Jackson from any liability for damages or injuries sustained while on the premises of the Teton County Fairgrounds, by agents, representatives, employees or myself or any organization or association of any invites thereof. I/we accept liability for any damages or injuries caused due to negligence or from any cause arising during events."

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
DATE

Teton County vehicles and equipment may only be used by those covered under Teton County Insurance.

**There will be a \$100 key charge if key is not returned immediately after use.**

### Credit Card Guarantee

Agreement entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and between Teton County, P.O. Box 3075, Jackson, WY 83001, hereinafter referred to as "Licensor", and \_\_\_\_\_, of \_\_\_\_\_, hereinafter referred to as "Licensee". I, \_\_\_\_\_, as the Licensee of the Teton County Fair Ground Facilities, hereby authorize the use of my credit card listed below as the guarantee for the use of the Teton County Fair Ground Facilities. These deposits shall be in the amount of \$\_\_\_\_\_.

Amount: \_\_\_\_\_ Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CVN: \_\_\_\_\_ Zip Code: \_\_\_\_\_

In guaranteeing my deposit in this manner, I agree to give Teton County permission to run this credit card in the event that the need arises to withhold this deposit, as outlined in my signed contract for the use of the Teton County Facilities and/or Equipment.

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
DATE

