

Rawlins County Fairgrounds

Facility Rental Agreement

Return Documents To:
The drop box located at the fair-
grounds OR
Mail to:
Fairground Rentals
PO Box 373
Atwood, KS 67730

This Agreement Between the Rawlins County Fair Board and

<p style="text-align: center;">Name of Individual or Organization:</p> <p>_____</p> <p>Type of Entity: <input type="radio"/> Individual <input type="radio"/> Business <input type="radio"/> Not-For-Profit <input type="radio"/> Other</p> <p style="text-align: center;">Name & Address of Responsible Party:</p> <p>_____</p> <p>_____</p> <p>email: _____</p> <p>Phone: _____</p>	<p style="text-align: center;">Event Details</p> <p>Purpose of Event: <input type="radio"/> Charity/NFP* <input type="radio"/> Commercial** <input type="radio"/> Fundraiser <input type="radio"/> Meeting <input type="radio"/> Family/Social gathering</p> <p>Do you have Event Insurance <input type="radio"/> YES <input type="radio"/> NO</p> <p>Date(s) of Event: _____</p> <p>Description of Event:</p> <p>_____</p> <p>_____</p> <p>_____</p>
--	--

1. Fees are based upon a per calendar day rate. Events which extend beyond midnight of the scheduled day may be subject to a fee for an additional day. See Fee Schedule on the back of this page
2. *NFP stands for Not for Profit Organization. The Board reserves the right to request verification of NFP status.
3. **A commercial event is defined as an activity where fees are charged to entrants and the sponsoring entity retains some or all of the proceeds from the activity or where goods or services are offered for sale or lease to the general public. The Board reserves the right to determine if an enterprise is a commercial activity.
4. It is understood that these fees are for the use of the facilities requested only and does not in any way include the use of Rawlins County Fair Board Personnel.
6. **Access to the Fair Building** is managed using a wireless keypad on the kitchen entry door. No keys are issued. Access codes and instructions will be emailed to the address listed above from remotelock.com. It is the responsibility of the Event Organizer to contact Fair Board Personnel no later than 2 days prior to the event if these emailed instructions are not received.
7. In the event that a Commercial User is in need of RV hook-ups, it will be their responsibility to ensure that payment for each hook-up used is relayed to the Fair Board.
8. Individual participant liability waivers may be required when deemed necessary by the Board. **At risk of being held personally liable for damages, It is the sole responsibility of the above named "Responsible Party" to ensure that all participants involved in their sponsored activity complete this Waiver of Liability.** Copies of a waiver are available upon request.

I have read or have had read to me, fully understand, and agree to the terms and conditions outlined in the Rawlins County Fairgrounds Facility Rental Agreement.

Date: _____

Organization: _____

Responsible Party Printed Name: _____

Responsible Party Signature: _____

FEE SCHEDULE ON REVERSE SIDE

RAWLINS COUNTY FAIRGROUNDS FACILITY RENTAL AGREEMENT

Fee Schedule

Facilities Requested	NFP Not For Profit	Resident Commer- cial For Profit	Non- Resident Commer- cial For Profit	Non- Event Extra Days 1/2 price	# of Days/ Hours	Total
Meeting Room / Kitchen	\$50	\$75	\$100			
Exhibit Hall	\$200	\$200	\$225			
Livestock Arena / Barn	\$50	\$50	\$75			
Rodeo Arena	\$0	\$150	\$175			
Rodeo Arena Lighting	\$10/Hr	\$10/Hr	\$10/Hr	\$10/Hr		
Dry Camping (Electrical Only)	\$20/day	\$20/day	\$20/day	\$20/day		
TOTAL Rental Fee (DUE 10 DAYS PRIOR TO USE)						\$

EXTRA DAYS: # of days PRIOR to event _____ # of days AFTER the event _____

DAMAGE DEPOSITS are EQUAL to the rental fee. A separate check should be written with "Damage Deposit" in the memo line. Deposit payments will not be cashed unless damage is found. Renters will be notified in advance in the event that a damage deposit will be used for repairs.

See Previous page for Commercial and Not-For-Profit definitions

**There will be no charge for 4-H sponsored events (pending Board approval)

FOR OFFICE USE ONLY:

Payment(s) Received _____

Rental Check Number _____ Damage Deposit Check Number _____

Date _____

Rec'd By _____

Is Event Insurance Required? YES / NO

If Yes, please attach proof of insurance

Initial: _____

RAWLINS COUNTY FAIRGROUNDS FACILITY RENTAL AGREEMENT

Terms And Conditions

1. Determination of fees for use of the facilities shall be made by the Board in accordance with the established fee schedule and agreed to by the User at the time the reservation is confirmed.
2. Unique events may require an increase in fees/charges and/or conditions in addition to those shown. The Board reserves the right to modify any of the conditions as necessary on a case-by-case basis.
3. Use of all facilities shall be scheduled through the Rawlins County Fair Board only.
4. Fees and damage deposit must be submitted no less than 10 days prior to the date scheduled. Failure to pay fees 10 working days prior to event may result in cancellation of facility use. Access to the facilities at any time other than stated on this form is not allowed unless prior approval is received from the Board.
5. The scheduling of the activities shall be made in the name of one individual who must accept responsibility for adequately supervising the event; assure that the facilities are used for the purpose for which they are scheduled and reimburse the Board for damage to the property or facilities including excessive clean-up costs that may occur in connection with the event.
6. Subleasing or charging additional fees to use the Fairground Facilities by the renter will not be permitted.
7. Non-commercial Users may have one day in advance for set-up, decorating, etc. on the condition there is nothing previously booked on that date. If additional days are required for set-up, an additional fee equal to ½ the daily rate will be charged for each additional day. Commercial Users are charged 1/2-rate for ALL additional non-event days.
8. Liability insurance is required for all commercial events.
 - a) Certain "at risk" activities i.e. rodeos, tractor pulls, carnivals, circuses, etc. are required to provide liability insurance. An insurance certificate showing Rawlins County Fair Board as an additional insured must be provided to the Board no later than 10 working days prior to the scheduled event. The Fair Board has the final say as to what events are designated as "at risk" activities.
 - b) A Commercial User, at its sole expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain Commercial General Liability Insurance (contractual liability included) with limits not less than \$500,000 per occurrence.
 - c) The coverage shall include Rawlins County, The Rawlins County Fair Board, its officers, agents, employees, and volunteers.
 - d) The User, upon the execution of this Agreement, and prior to the use of the PREMISES, shall furnish the Rawlins County Fair Board with a certificate of insurance evidencing compliance with all requirements.
9. The User acknowledges that User's rental of County's property is not subject to the direct supervision and control of County personnel. Accordingly, and in express consideration for the within rental agreement, User hereby agrees to indemnify, and hold harmless, Rawlins County, The Rawlins County Fair Board, its officers, agents, employees, and volunteers from and against any and all claims for liability asserted for personal injury, or property damage to any and all persons or entities whatsoever, and arising out of User's rental of County's property as hereinabove set forth. This indemnification expressly extends to any and all damage awards, and shall further cover all costs of defense, which shall be conducted in County's sole discretion, including attorney's and expert witness fees.

Initial: _____

10. The within agreement shall be and become binding upon, and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. Any action necessary to construe, interpret, or enforce the provision of the within agreement shall be brought and maintained in the District Court in and for Rawlins County Kansas, with the substantially prevailing party therein being entitled, as a matter of contract law an agreement to recover its costs and expenses therein incurred, including reasonable attorney's and expert witness fees.
11. Falsified or misleading information on this form may be cause for cancellation of this contract and forfeiture of damage deposit and/or fees paid and may result in loss of future usage of the facility
12. The Board will provide, to the best of their ability all necessary supplies that would be required by a user. However, in the case of large or special events, the user agrees that it is their responsibility to provide, and be responsible for, the additional equipment or supplies necessary to circumvent potential failures in the buildings, restrooms, or arena including; portable generators, portable toilets, toilet paper and hand towel paper supplies, first aid supplies, etc.
13. The user is specifically responsible to ensure adherence to these written and any posted policies and to:
 - a) Provide written documentation specifying any concerns, system failures, or break-downs and deliver that documentation to the Fair Board. Please do not manipulate circuit breakers.
 - b) Pick-up trash and debris accumulated during the event including parking areas, and deposit the trash in the 55-gallon trash drums provided, or if full, into available dumpsters.
 - c) Re-stock indoor and outdoor men's and women's restrooms with toilet paper and paper hand towels as needed throughout the event. The Fairgrounds Caretaker will make these items available to users.
 - d) Pick-up trash in, and around, the indoor and outdoor restrooms, the kitchen, and concession stands and leave fixtures, appliances, and counter surfaces clean. Sweep and mop, or vacuum indoor floor surfaces. Pick-up tables and chairs and place on the provided racks or stack neatly against the outside walls
 - e) Make appropriate arrangements for providing the necessary crowd control, public safety, and building security for the event.
14. The Rawlins County Fair Board assumes no responsibility for lost or stolen items.
15. In the event alcoholic beverages are served or supplied by whatever means on the fairgrounds:
 - a) The user will be responsible for obtaining and providing proof of the required legal permissions that permit the distribution of alcoholic beverages on the premise. This permission must be documented by the Board of County Commissioners.
 - b) The terms of the release will apply thereto in every respect. The User has acknowledged and has agreed that it will bear complete responsibility, in accordance with the terms of this agreement, for such injuries or damages to persons or property which may result and will indemnify The Rawlins County Fair Board for any and all liability incurred by result or the service or supplication of alcoholic beverages on the fairgrounds by the User.
16. **In compliance with Rawlins County landfill regulations and Resolution 2019-05, unless otherwise posted, NO CARDBOARD should be disposed of in any trash receptacle. Cardboard is accepted at the Rawlins County Recycling Center. Violators of this resolution shall be guilty of an unclassified misdemeanor and may result in fines up to \$500 and up to 30 days in jail.**
17. In case of Building or grounds emergency call one of the contacts posted.

For medical or safety emergencies call: 911

Initial: _____