

Asotin County Fairgrounds Arena Rental Agreement

This Arena Rental Contract, dated as of _____ (Agreement) is executed by Asotin County Fairgrounds Arena (ACFA), as defined below.

ACFA hereby rents based on the terms and conditions contained herein, to be used for specific purposes as described below. ACFA will retain overall control and administration of the Property, including the Arena, and will enforce all rules and regulations necessary for the proper management and operation of the property.

I. Agreement

The agreement is made by and between :

Name of Organization _____

Contact Person _____

Address and Phone _____

Name, date(s), purpose and description of event or use of the Arena:

II. Rental Fees

\$250.00 per day-

\$100.00/ Damage/Reservation deposit

III. Use

During the term of this Agreement, shall be permitted to utilize the Arena for the purpose of conducting the designated scheduled event. Use of the Arena shall be limited to the designated portions of the Property and to the dates and times specified. At the expiration of the period of reserved use, as designated in Section II of the Agreement, the renter shall vacate and redeliver possession of the entire Arena to ACFA in the same condition as it existed at the beginning of the reserved use period, ordinary wear and tear excepted. The renter shall be responsible for the overall conduct of all participants, guests, and spectators involved in the scheduled event or shall otherwise utilize the Property pursuant to the terms of this Agreement. The renter, its employees, guests, invitees, agents and spectators shall use the Property in a safe, careful and lawful manner and shall not do any act or suffer any act to be done during the term of this Agreement which will in any way alter, mar, deface or injure any part of the Property shall reimburse ACFA for all costs, expenses, administrative fees, and charges incurred or imposed by ACFA to repair any portion of the Property which may be altered, marred, defaced or injured by Renter. _____ **Initial here**

The Renter shall be solely responsible for conducting the scheduled event or applicable use of the Property including, but not limited to, scheduling, advertising, ticket sales, traffic, parking, crowd control, security, and on-site medical services (including ambulance for rough stock events, as well as all labor, materials and expenses related to the conduct of the scheduled event or other use of the Property. Depending upon the type and nature of the event, the Lessor may require that the make special provisions to accommodate traffic, security, parking, and crowd control, as conditions of approval of this Agreement. The Renter shall be solely responsible for making application and paying fees, including, but not limited to, requirements of public health, safety, fire, and taxes. The Renter shall provide copies of all permits to ACFA prior to any event, if applicable. The Renter shall be responsible for ensuring observance and conformity to all local codes and regulations, as well as all ACFA rules and regulations as adopted from time to time. No access to other areas of fairgrounds property, including pastures, driveways, barns, or buildings not specifically outlined in Section II above. The renter is responsible to ensure all animal waste is removed from all areas outside the arena.

IV. Hold Harmless Clause

The Renter hereby indemnifies and holds ACFA and all of its employees, members, agents and guests harmless from and against any and all damages or claims, incurred, suffered or claimed against the Property, ACFA, its employees, members

guests, resulting from or related to use of the Arena or any other portion of the Property including, but not limited to, any and all damages resulting from accident, injury or other incidents caused in whole or in part by any negligent act or omission of, or anyone directly or indirectly employed by Lessee, its guests, agents or invitees. Moreover, ACFA requires that Lessee have on file an "Accident Waiver and Release of Liability Form" signed by all participants of the event described in the first section of the Agreement. Such form should be similar to and include the information noted on the one provided at the end of the Agreement. ____ **Initial here**

V. FINAL PAYMENT

The Renter shall make final payment, located at the address noted at the end of this agreement, 10 days prior to the event or it will result in the cancellation of the scheduled event.

VI. Cancellation In the event it is necessary to cancel the event, the Renter must cancel the Agreement a minimum of 5 days prior to the first date of the event, as noted in the first section of this Agreement, to receive a refund. Refunds may take up to 14 days to receive.

VII. Right of Entry

Asotin County reserves the right to have its employees and agents enter the Arena or Concession Stand at any time for the purpose of inspecting the Renter operation of the Property, or to perform maintenance activities.

VIII. ACKNOWLEDGEMENT

By signing below, both parties understand and acknowledge this Agreement in its entirety.

CONTACT PERSON _____ Date: _____

Asotin County Fairgrounds Arena By: DATE

Title: _____

All contract and payments to be submitted as stated below:

Asotin County Fair
PO Box 370
Asotin, WA 99402

Contract and payments can be mailed to the address above. Contracts can be emailed to: phansford.asotincofb@gmail.com

Checks are made payable to Asotin County Fair.

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

Name of the Arena Activity or Event: _____

Date(s) of Activity or Event: _____

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity, event or event area. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event area, THE FOLLOWING ENTITIES OR PERSONS: Asotin County Fairgrounds Arena and/or their directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity, event area or event sponsors, activity or event volunteers;

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, event or event area, whether caused by the negligence of release or otherwise. I acknowledge that the Asotin County Fairgrounds Arena and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity in an event area on behalf of the Asotin County Fairgrounds Arena. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Print Participant's Name Age Signature Date

Parent or guardian must also sign) PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old) The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Print Participant's Name Age Signature of Parent or Guardian Date