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Updated 10/10/2018

## Park County Facility Use Application

This application for facility usage is made between Park County, Wyoming and the Permittee.

_____			_____		
<i>Permittee Organization / Entity</i>			<i>Contact Name</i>		
_____			_____		
<i>Mailing Address</i>			<i>Contact Phone / Mobile Phone</i>		
_____			_____		
<i>City</i>	<i>State</i>	<i>Zip</i>	<i>Contact E-Mail Address</i>		

We are a **Non-Profit Organization** and have attached supporting documentation as proof.

PERMITTEE desires to lease a Park County facility, subject to the terms and conditions herein contained, on the following dates/times for no other purpose whatsoever than that described in the section below.

Date(s) of Event: _____	Name of Event: _____
Additional Set-Up/Tear Down Dates: _____	Event START Time: _____
	Event END Time: _____

*Indicate the type of event you are seeking rental space for below. Check all that apply.*

**This event is a:**     **PUBLIC EVENT**     **PRIVATE EVENT**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Auction/Sale                   | <input type="checkbox"/> Seminar/Workshop/Clinic | <input type="checkbox"/> Youth Oriented Event  |
| <input type="checkbox"/> Craft Fair/Home or Garden Show | <input type="checkbox"/> Wedding/Reception       | <input type="checkbox"/> Carnival              |
| <input type="checkbox"/> Dance                          | <input type="checkbox"/> Baby/Bridal Shower      | <input type="checkbox"/> Horse Event (Arena)   |
| <input type="checkbox"/> Dinner/Banquet/Celebration     | <input type="checkbox"/> Birthday Celebration    | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Family Reunion                 | <input type="checkbox"/> Fundraiser Event        |  |
| <input type="checkbox"/> Meeting/Conference/Trade Show  |  |  |

## Park County Facility Use Application

Indicate the rental space you are requesting. Check ALL that apply.

	FACILITY	Commercial Rates	Personal / 501 ( c ) 3 Rates	Required Deposit
<b><u>INDOOR FACILITIES</u></b>				
<input type="checkbox"/>	<b>Heart Mountain Center Hall Main ONLY</b>	\$ 250.00	\$ 200.00	\$ 200.00
<input type="checkbox"/>	<b>Heart Mountain Center Kitchen ONLY</b>	\$ 200.00	\$ 160.00	\$ 200.00
<input type="checkbox"/>	<b>Heart Mountain Center Hall &amp; Kitchen</b>	\$ 450.00	\$ 360.00	\$ 400.00
<input type="checkbox"/>	<b>Entire Heart Mtn Center (Hall, Kitchen, Meeting. Rms)</b>	\$ 600.00	\$ 450.00	\$ 450.00
<b>Both Heart Mountain Center Meeting Rooms</b>				
<input type="checkbox"/>	1/2 Day (4 Hours or Less)	\$ 75.00	\$ 50.00	\$ 50.00
<input type="checkbox"/>	Full Day ( More than 4 Hours)	\$ 100.00	\$ 75.00	\$ 75.00
<b>Heart Mountain Center Small Meeting Room</b>				
<input type="checkbox"/>	1/2 Day (4 Hours or Less)	\$ 30.00	\$ 25.00	\$ 25.00
<input type="checkbox"/>	Full Day ( More than 4 Hours)	\$ 40.00	\$ 35.00	\$ 35.00
<b>Heart Mountain Center Large Meeting Room</b>				
<input type="checkbox"/>	1/2 Day (4 Hours or Less)	\$ 40.00	\$ 30.00	\$ 30.00
<input type="checkbox"/>	Full Day ( More than 4 Hours)	\$ 50.00	\$ 40.00	\$ 40.00
<input type="checkbox"/>	<b>Homesteader Hall w/Kitchen</b>	\$ 120.00	\$ 100.00	\$ 100.00
<input type="checkbox"/>	<b>Homesteader Kitchen Only</b>	\$ 35.00	\$ 30.00	\$ 30.00
<b>Extension Meeting Room</b>				
<input type="checkbox"/>	1/2 Day (4 Hours or Less)	\$ 30.00	\$ 24.00	\$ 24.00
<input type="checkbox"/>	Full Day ( More than 4 Hours)	\$ 40.00	\$ 35.00	\$ 35.00
<input type="checkbox"/>	<b>The Barn</b>	\$ 120.00	\$ 100.00	\$ 100.00
<b><u>OUTDOOR FACILITIES</u></b>				
<input type="checkbox"/>	<b>Heart Mountain Center Canopy Only</b>	\$ 50.00	\$ 45.00	\$ 45.00
<input type="checkbox"/>	<b>Grandstand Arena*</b>	\$ 500.00	\$ 450.00	\$ 450.00
<input type="checkbox"/>	<b>Pavilion*</b>	\$ 100.00	\$ 80.00	\$ 80.00
<input type="checkbox"/>	<b>3 Horse Arenas</b>	\$ 85.00	\$ 70.00	\$ 70.00
<input type="checkbox"/>	<b>Horse Stalls^</b>	\$ 15.00	\$ 15.00	\$ 15.00
<input type="checkbox"/>	<b>Outside Barns (excluding Beef Barn) EACH (Sheep, Goat, Swine, Dairy Cattle or Sale Barn)</b>	\$ 100.00 EACH	\$ 75.00 EACH	\$ 250.00 EACH
<input type="checkbox"/>	<b>Fairgrounds Lot Rental (Without Building)</b>	\$ 100.00	\$ 85.00	\$ 85.00
<input type="checkbox"/>	<b>The Grove*</b>	\$ 100.00	\$ 75.00	\$ 75.00
<input type="checkbox"/>	<b>The Green*</b>	\$ 100.00	\$ 80.00	\$ 80.00
<input type="checkbox"/>	<b>Park County Complex</b>	\$ 75.00	\$ 50.00	\$ 150.00

\* Restrooms available seasonally only. Additional terms may apply if restroom access requested off-season

^ Campground spaces & Horse Stall may be reserved via a separate form

## Park County Facility Use Application (Cont)

**Alcohol/Mat Beverage Permit Required?**  
Do you plan to sell or serve alcohol at the event?

Additional Equipment Requests:			
<input type="checkbox"/> Small Portable Audio/PA <small>(mic &amp; speakers)</small>	\$0	<input type="checkbox"/> Stage Risers - 4x8 (4) # _____	\$0
<input type="checkbox"/> Podium	\$0	<input type="checkbox"/> Tables / Chairs <small>(Available in Both Halls)</small>	\$0
<input type="checkbox"/> Projector / Screen	\$0	<input type="checkbox"/> Coffee Pots (3) # _____	\$0
<input type="checkbox"/> Auction Block (outside events only)	\$0	<input type="checkbox"/> Roasters (2) # _____	\$0
<input type="checkbox"/> Portable Livestock Panels # _____	\$0	<input type="checkbox"/> Picnic Tables # _____	\$0
<input type="checkbox"/> Garbage Cans # _____ <small>(outside events)</small>	\$0	<input type="checkbox"/> Ticket Booth # _____	\$0

**All Rentals are subject to damage/cleaning deposit**

TOTAL FACILITY RENTAL FEE DUE:     \$
TOTAL LOSS/DAMAGE DEPOSIT:         \$

Paid     Date \_\_\_\_\_     Chk # \_\_\_\_\_  
 Paid     Date \_\_\_\_\_     Chk # \_\_\_\_\_

**Additional Terms & Conditions**

1. The check for the deposit **must** be separate from the check for the facility rental. All checks should be made to **'PARK COUNTY EVENTS'**.
2. No heavy equipment, operators, County labor or security will be provided.
3. If equipment and/or an operator/staff is provided, it is not guaranteed, and permittee agrees to pay Park County \$50/ man hour.
4. Only Park County Wyoming employees are allowed to operate Park County equipment.
5. The payment for facility deposit will be held. If the Events Department determines the facilities are clean and there is no damage, the deposit payment will be returned to you. If there is damage, and/or if the Events Dept. determines the facility is not clean, the renter will be notified before the deposit check is deposited.
6. Cancellation Policy - If you cancel a reservation within 2 weeks of your event, the rental fee will be forfeited. If rental fee has not been paid, the deposit will be forfeited.
7. Rental fees are due no later than 3 weeks prior to the event. Deposit checks are due at the time of reservation.
8. Animals are the sole responsibility of the exhibitor/owner.

**ACCEPTANCE & ACKNOWLEDGEMENT** : This Application for Use is not considered a duly executed Contract until an official Park County signature is applied. By affixing signature below, PERMITTEE acknowledges that they have read and are in agreement to all terms and conditions set forth herein.

I/WE acknowledge I/WE read and I/WE agree to the terms and conditions set forth herein.

\_\_\_\_\_  
Park County Events Coordinator Signature

\_\_\_\_\_  
Business/Firm's Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Park County Facility Use Application Terms & Conditions

The parties agree to the following terms and conditions:

**1. FACILITY USE APPLICATION:**

- It is expressly understood by both parties that submission of FACILITY USE APPLICATION is in no way considered acceptance of application. Applications are considered on a first come, first serve basis and may be rejected for any reason. PERMITTEE clearly understands that requests of any kind are not guaranteed by Park County, and Park County is under absolutely no obligation, past or present, to comply with any request.
- PERMITTEE also agrees to provide, upon request, any additional information, which Park County or its representatives may deem necessary to make a fair and informed decision on the request for use of the fairgrounds facilities.
- Facility Use Application shall be completed, signed & received by Park County Events no less than 14 days prior to facility use.

**2. PAYMENT:**

- Payment shall be made in full to Park County Events, and received by Park County Events no less than 3 weeks prior to facility use.

**3. CAMPING:**

- Those wishing to stay/camp on-site must make camping reservations, complete Camping Form, pay applicable camping fees, and observe all camping rules and guidelines.

**4. HORSES & LIVESTOCK:**

- Those wishing to stall or pen horses or livestock on-site must complete a Stall/Pen Rental Form, pay applicable rental costs, and observe all rental rules & guidelines.
- Those wishing to bring livestock on Park County property for any reason must bring, and be prepared to present, all health and ownership papers, including, but not limited to health papers and Coggins test.

**5. DAMAGE & CLEANING DEPOSIT:**

- Park County reserves the right to keep all or part of any deposit value rendered upon inspection of the rental facility and damages, cleaning, or any infractions of the rules are assessed. PERMITTEE assumes full responsibility for and agrees to pay for all costs of repairs & cleaning at \$50 per man hour, plus all repair costs at actual cost plus labor resulting from damages, cleaning, and/or other liabilities and infractions during the rental period in addition to forfeiting any deposits already paid. Repairs that must be contracted by a
- If a party cancels an event within 21 days of the scheduled event, due to any reason other than acts of God, Park County may retain the rental fee. If for some reason the fee has not been paid, Park County may retain the deposit fee.

**6. RIGHT TO DENY:**

- Park County has the right to turn away or deny any event if it seems unfit or interferes with another event that is being held on the premises. If anything other than what is described on the application form takes place, a Park County Events Department representative has the right to terminate the event at any time and the PERMITTEE will forfeit their deposit and/or rental fee.

**7. DISCRETION TO DISBAND – LAW ENFORCEMENT:**

- Park County extends to law enforcement officials the discretion to disband any event for which it deems to be in violation of any permit requirement, city ordinance or state law. Park County representatives and law enforcement officials reserve the right to patrol and/or occupy the premises.

**8. UNLAWFUL OR DANGEROUS ACTIVITY:**

- PERMITTEE shall neither use nor occupy the premises or any part thereof for any unlawful, disreputable or ultra-hazardous business purpose nor operate or conduct business in a manner constituting a nuisance of any kind. PERMITTEE shall immediately, upon notification of any unlawful, disreputable or ultra-hazardous use, or nuisance, take action to halt such activity.

**9. BUSINESS LIMITS:**

- The PERMITTEE shall not engage in any other business within the fairgrounds except that listed on application and agrees to confine all transactions and activities to the permitted space. PERMITTEE agrees not to interfere with any other event taking place on the premises. If this occurs the proper authority will be notified and Park County has the right to shut down PERMITTEE's event at that time and PERMITTEE will forfeit all deposits paid.

**10. LICENSE, PERMITS, FEES & TAXES:**

- All licenses, permits, fees and/or taxes related to the performance or event are the sole responsibility of the PERMITTEE. PERMITTEE is responsible for compliance and collection of Wyoming Sales Tax of 4%, if applicable. For questions regarding Wyoming Sale Tax, contact the Wyoming Department of Revenue.

**11. GOVERNMENTAL:**

- Park County, Wyoming does not waive governmental immunity by entering into this agreement, and specifically retains immunity and all defenses available to them pursuant to Wyoming Statute §1-39-101 through 121 and all other applicable laws, state or otherwise, and any amendments thereto. If one or more provisions of the terms and condition should become null and void, the remaining provisions in these general terms and conditions shall remain valid and in full force and effect.

**12. LAWS:**

- All PERMITTEES, food, beverage and other vendors must comply with Wyoming food and food safety laws <http://wyagric.state.wy.us/divisions/chs/food-safety> and laws governing the service, sale and consumption of alcohol <http://liquor.wyoming.gov/>.
- [If alcohol is consumed, served or sold, at least one person who is directly involved with the sale or service of the alcohol is strongly encouraged to be certified through the Training for Interventions Procedures \(TIPS\) alcohol training www.TipsAlcohol.com. The guidelines taught through the TIPS training shall be observed at all events on Park County Property regarding the consumption, sale and service of alcohol. If alcohol is not responsibly served / sold, Park County reserved the right to terminate the service/sale of alcohol during any event on Park County property, and may terminate the entire event if necessary.](#)
- The construction, interpretation and enforcement of this agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this agreement and the parties.
- Smoking is strictly prohibited inside ALL County buildings, including barns, the Pavilion and Canopy.

**13. ASSIGNMENT:**

- This agreement shall not be assigned, transferred or shared with any other person or entity.

**14. TERMINATION:**

- Park County reserves the right to terminate this agreement at any time with or without cause.

**15. LIABILITY INSURANCE (Commercial Use):**

- Permittee is required to provide name and individual proof of insurance for all event food vendors / caterers.
- Permittee will, at its own cost and expense, provide proof of General Liability insurance covering the Event for claims arising out of bodily injury, illness and death, and from damage to or destruction of property of others, including loss or use thereof, including damage or injury stemming from completed operations, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate for the entire Term of the Agreement.
- PARK COUNTY SHALL **NOT** BE LISTED AS ADDITIONAL INSURED. If Park County is listed as additional insured, the event shall not occur on County property until this is corrected.
- The certificate holder will be the Park County Events Department, 655 East 5<sup>th</sup> Street, Powell, Wyoming 82435.

**16. INDEMNITY:**

- Permittee shall indemnify and save harmless Park County, its officers and employees for all suits, actions or claims of any character brought before of any injuries or damage received or sustained by person, persons or property, on account of the operations of said Permittee, or because of an act of omission, neglect, or misconduct by Permittee arising out of said agreement.

**17. ACCEPTANCE & ACKNOWLEDGEMENT:**

- By affixing signature on application form, PERMITTEE acknowledges they have read and are in agreement to all terms and conditions set forth herein. The application is not considered a duly executed Facility Use Agreement until an official Park County signature is applied.

**18. EVENT SET-UP AND TEAR-DOWN:**

- If requested on the Facility Rental Application, and if the facility is available, Park County may allow permittee 1/2 day prior to the event for set up (generally beginning at noon the day prior) and 1/2 day after the event for clean up (generally until noon the day after). If set up and clean up will take longer than this allotted time, additional fees may apply.

**19. ADDITIONAL EQUIPMENT REQUESTS:**

- Requests for additional equipment shall be made on this Facility Rental Application and are subject to Park County approval. Additional charges may apply.

**20. FIRE OR THEFT:**

- Park County, the Park County Fair, its affiliates or representatives are not responsible for lost or stolen personal items from the facilities. In case of fire or theft, the PERMITTEE shall give immediate notice thereof to the appropriate emergency organization as well as a Park County representative. **\*\*There will be NO smoking in any County building, including barns, the Pavilion or Canopy.\*\***

**21. CLEANING RESPONSIBILITIES AFTER AN EVENT:**

1. Absolutely **NO** staples or nails on walls. Blue painter's style tape may be used.
2. Remove all decorations, tape, string etc. from the walls, ceiling, tables, chairs and floor.
3. No vehicles are allowed in buildings without Park County authorization.
4. Exits and closet doors shall not be blocked.
5. All tables and chairs used **must be cleaned** and returned to the designated storage area and **stacked neatly**.
6. Empty ALL trash and dispose of trash into waste containers located outside buildings. All trash located around the outdoor area surrounding building or other rented area used must also be picked up and properly disposed. Replace liners in trash cans.
7. Clean kitchen area. Leave stoves, refrigerators, microwave and countertops in clean condition.
8. Wipe up/clean any spills/messes.
9. Turn off all lights.
10. Just prior to leaving the building, walk the exterior perimeter of the building, ensuring all exterior doors and windows are secured and locked.
11. Leave barns, washracks, stalls, arenas, pens, etc in clean condition.
12. All keys must be returned by **10:00 a.m.** the following day to the office.
13. Immediately report any damage of any kind that may have occurred during your event.

**22. ACCESS TO SITE BY COUNTY EMPLOYEES:**

- Employees of the Park County Events Department, Park County Buildings & Grounds Department, Park County Public Works Department, etc. have full access to all Park County property and will not be charged admission, or any other fee, to enter the fairgrounds or other county property to conduct their jobs.