

Fair Board  
**Chad Armstrong, Chairperson**  
Cardwell, MT

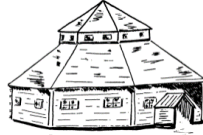
**Madison County Fair & Rodeo**  
PO Box 414  
Twin Bridges, MT 59754

Fair Board  
**Tom Leo**  
Ennis, MT

**Bill Holden, V. Chairperson**  
Silver Star, MT

**Heather Puckett**  
Twin Bridges, MT

**Jake Barnosky**  
Sheridan, MT



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Fairgrounds Manager  
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**MADISON COUNTY FAIR PROPERTY LEASE APPLICATION**

**FACILITY:** Pavilion \_\_\_\_\_ Jeffers \_\_\_\_\_ Rodeo Arena \_\_\_\_\_ Grounds \_\_\_\_\_

**“APPLICANT” (Also referred to as: “Exhibitor” or “Lessee”)**

1. \_\_\_\_\_  
NAME OF ORGANIZATION  
\_\_\_\_\_  
Agent’s Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Work Phone Home Phone Email Cell Fax

2. EVENT \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
Contact Person Phone  
Can we use your Name and Phone # in our advertising for your event Yes \_\_\_\_\_ No \_\_\_\_\_

3. SETUP/TAKE DOWN (one free setup day)  
\_\_\_\_\_ Additional set up days (\$100/day) \_\_\_\_\_ Pavilion Event \$200/day (June 1-Aug 31)  
\_\_\_\_\_ Arena Event (\$300/day) \_\_\_\_\_ Grounds/picnic area (\$250/day)  
\_\_\_\_\_ Pavilion (Sept 1-May 31, (\$250/day) \_\_\_\_\_ Jeffers (June 1-Aug. 31) (\$100/day)  
\_\_\_\_\_ Pavilion (June 1-Aug. 31) (\$200/day) \_\_\_\_\_ Jeffers (Sept. 1-May 31) (\$150/day)  
\_\_\_\_\_ Arena Event \$300/day; 2 day event (\$200/day); series of 3 or more \$200/day

4. Approximately. Attendance Expected: \_\_\_\_\_ Public GATE/ADMISSION Charge: \_\_\_\_\_  
Keys checked out \_\_\_Yes \_\_\_No To Whom if not Agent: \_\_\_\_\_

5. Will Food Be Sold? \_\_\_Yes \_\_\_No If “Yes” who will be providing it \_\_\_\_\_

6. ALCOHOLIC Beverages Served \_\_\_Yes \_\_\_No \_\_\_Provided Free \_\_\_Sold  
If sold, who is providing the alcohol? \_\_\_\_\_  
If sold, who is providing Security? \_\_\_\_\_  
See Section III of the Madison Co. Fairgrounds Rules.

7. If alcohol is sold or paid, the event must provide \$1,000,000/occurrence including liquor liability coverage and/or must be catered by a licenses catering service. If alcohol will be consumed, Applicant shall further take all reasonable measures to insure that minors are not being or consuming intoxicating beverages on the premises and that no other problems occur as a result of alcoholic beverages being served.

Fair Board approved alcohol training is required for anyone selling alcoholic beverages and proof of this training MUST be provided. A copy of the State Liquor License, Proof of Liquor Liability Insurance and a “City/County Alcoholic Beverage Catering Special Event Endorsement” must also be provided.

1. **DEPOSIT:** Applicant is required to post a \$\_\_\_\_\_ deposit, in the form of cash or check, with the Fair Board within two weeks after scheduling your event with the Fairgrounds. If deposit is not received within this time period, your event will not be reserved until deposit is paid. In the event the Applicant shall cause damage or loss to the Premises, Fairgrounds, buildings, or equipment, fails to adequately clean the facility after use (which includes the hauling out of all garbage), or in any other way, fails to make payment to the Fair Board, it shall forfeit the deposit. Any additional clean up that the Fair Manager must do is not included in the rental fee and will be charged at \$50/man/hour. Extra outside services required by Event or repair of damages caused by Event (i.e. additional garbage service) will be charged an extra cost of \$50.00 per hour. The Facilities are rented as is and if there are County items that need to be moved, Applicant is responsible for moving them and returning them to their original location. If there is no damage and the ground and buildings are cleaned, the deposit shall be refunded after inspection by a representative of the County. Applicant is to clean the facility after each session and upon completion of the activity or the deposit will be forfeited.

2. **WALK THROUGH:** A walk through prior to the event is mandatory with Fair Manager or Fair Agent to note prior damages and/or cleanliness. A walk through after the event is mandatory with Fair Manager or Fair Agent to return keys and check facility to make sure it is left in good shape.

3. **CANCELLATION:** If the Applicant cancels this agreement two weeks or more prior to the first scheduled day of use, it will receive a full refund of the deposit. Applicants must give a 24 hour notice of cancellation of use or have arrangements with the Fair Manager regarding cancellation due to weather or other conditions.

4. **SCHEDULING:** The Fair Board and its employees shall make every effort to avoid scheduling conflicts in the use of the Fairgrounds; however, should a scheduling conflict occur, the parties agree the Fair Board, its employees or agents shall not be held responsible for any expense or damage caused by the conflict. Final resolution of any scheduling conflict shall be at the discretion of the Fair Board.

Applicant will provide general and specific supervision to:

1. Inspect facility for potential hazards to the activity;
2. Plan for safe conduct of participants;
3. Provide adequate and proper equipment for the activity, if any;
4. Warn participants of the inherent danger of the activity, if any;
5. Inform participants of emergency procedures, if applicable; and
6. Closely control the activity itself, particularly with minors.

5. **PROOF OF INSURANCE:** Applicant shall attach to this agreement, proof of liability insurance in an amount not less than \$\_\_\_\_\_/occurrence for the event for which the County facilities are being used. If alcohol will be served or consumed during the activity, the liability coverage needs to include a liquor clause. In the event a community or civic organization or a business enterprise leases the premises and needs to take out a separate liability policy for their specific event, they shall name the County as additional insured under said policy.

**INSURANCE REQUIREMENTS BY EXPOSURE CLASS:**

**A. HIGH**

Require a signed agreement that includes:

- a. At least \$1,000,000/occurrence liability limit proof of liability insurance
- b. The County added as additional name insured and
- c. A signed Hold Harmless Agreement (as part of the User Agreement)

**High Exposure Classes:**

Animal Acts	Evangelistic Meetings	Public events with security concerns
Animal Racing	Fireworks	Pop/Rock Concerts
Arcades	Go-Karts	Races/Truck Pulls/Mud Rallies/demolition derbies
Carnivals	Gun Shows	Religious Assemblies
Circuses	Logging/Lumberjack Shows	Rodeos/Horse Events
Political Rallies	Parades	Sporting Events

Shooting Competitions      Conventions      Picnics with pool or lake activities  
 Sporting Events      Dances with more than 1,000 people  
                                  Concert with more than 1,000 people

**B. MEDIUM**

- Require a signed agreement that includes:  
 a. \$500,000/occurrence liability limit proof of liability insurance,  
 b. A signed Hold Harmless Agreement.

**Medium Exposure Classes:**

Horse Shows	Debuts	Proms
Charity/School Carnivals (no rides)	Debutante Balls	Reunions-Family
Dances-less than 1,000 people	Concerts with 1,000 or less	School Band/Drill Team Comp.
Festivals	Reunions-Class	Wedding Receptions

**C. LOW/LIGHT**

- Require a signed agreement that includes:  
 a. \$500,000/occurrence liability limit proof of insurance; **OR**  
 b. In lieu of proof of liability insurance, a signed Hold Harmless Agreement as part of this agreement.

**Low Exposure Classes:**

Auctions	Musicals	Shows-Animals/Livestock
Award Presentations	Pageants	Antique, Art, Auto, Boat
Banquets/Luncheons	Phone-a-thons	Business, Consumer
Bazaars	Picnics with no lake/pool activities	Sales
Bingo Games	Craft, Dance, Fashion	Flower, Garden, Home
Craft Shows	Rummage Sales	RV, Trade, and Vacation
Dinner Theater	Graduation	Educational Exhibits
Speaking Engagements	Scouting Jamborees	Social Gatherings
Theater Performances	Flea Markets	Swap Meets
Seminars	Job Fairs	Meetings

6. **PAYMENT:** Payment is due and payable two weeks prior to applicant’s event.

**FACILITY RENTAL RATES:**

Tractor	\$ 50.00/day	
Arena w/out lights <b>(includes one grooming prior to event)</b> <b>(3 or more events per season \$200 per event) (2 day event \$200/day)</b>	\$300.00/day	
Arena Lights	\$300.00	
Crow’s nest/Concessions/ Rodeo office included in arena rental.		
Picnic area	\$250.00	
Rodeo Pens (Used as horse stalls) and Stalls	\$10.00-15.00/day	
Overnight camping with power	\$ 25.00/day	
Overnight camping without power	\$15.00/day	
Jeffers Building	\$ _____/day	
Pavilion Building	\$ _____/day	
DEPOSIT (See #8 Deposit for details) (building deposit \$250.00) (arena deposit \$500.00)	\$100.00-500.00	
<b>TOTAL DUE (please pay fee and deposit in two separate checks)</b>		\$

**RELEASE OF LIABILITY**

In consideration for the opportunity to use the facilities and grounds of the Madison County Fairgrounds at Twin Bridges, Montana.

I, the undersigned, for myself and for all of the members of the organization listed below, and their principals and heirs, administrators, and assigns, release, remise, and discharge Madison County, the Madison County Fair Board, and agents, employees, assigns, officers, officials, and successors thereof, of all claims, demands, actions, and causes of action of any sort for injury, damage or loss to my person, equipment or other property, sustained due to negligence or any other fault in connection with my activity in and about the Madison County Fairgrounds. I realize and appreciate that risks and dangers exist and that unanticipated risks and dangers may arise. I have undertaken my endeavors at the Madison County Fairgrounds on my own judgment and at my own risk. I assume all risk of injury, damage or loss of myself, my equipment, or other property which may be sustained in connection with my activity in and about the Fairgrounds due to negligence or any other fault. The Applicant shall indemnify the Fair Board for any damages which result to third parties from the Applicant's activities on Fair Board property.

I, the undersigned, shall hold Madison County and the Madison County Fair Board, and agents, employees, assign, officers, officials, and successors thereof, harmless from any claim or cause of action for any injuries or damages occasioned by my actions or omissions, or connected with my use of the Madison County Fairgrounds or facilities.

IN WITNESS WHEREOF, this Release and Hold Harmless Agreement has been signed and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Fairgrounds Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Madison County Commissioners on March 9, 2017