



RECREATION PARK USE AGREEMENT – Please read carefully

1. A fully executed Jefferson County Recreation Park Use Application Agreement is required of all lessees.
2. The user shall pay for rental of the Recreation Park accompanied by the refundable damage deposit of \$300 per booking, both payable in advanced. The damage deposit shall be returned to User at the termination of this Agreement or the tenancy, if the premises are surrendered to Jefferson County in the same condition as when leased. Ordinary wear and tear excepted. In the event the premises are damaged in any manner or not cleaned, Jefferson County shall retain the deposit, or a portion thereof in an amount sufficient to pay the cost of the repair or cleaning. A walk through is mandatory with Recreation Park/Fairgrounds agent within 24-hours prior to the event. A User Checklist Assessment will be completed at that time. A walk through within 24 hours after the event is mandatory with Recreation Park/Fairgrounds agent to check the facility, review the User Checklist Assessment, and determine if the damage deposit will be refunded. If there are damages, and the cost of the damages exceeds the deposit, Jefferson County reserves the right to pursue legal action to recover damages.
3. RV PARKING – There are eighteen 30 AMP receptacles, one 50 AMP receptacle and some twenty-two 110 volt receptacle plug in locations. No other amenities are provided at the RV spaces. The spaces are for use at the events only. Maximum stay is 7 days. Spaces are available on a first come, first served basis. A fee of \$20 per night for no utilities and \$30 per night for use of utilities must be paid in advance to the on-site Caretaker upon arrival. There is no RV dump and no water fill up station on site.
4. HORSE BOARDING – The cost is \$15 per horse and \$70 for five horses or more. Fee must be paid in advance to the on-site Caretaker upon arrival.
5. CAROUSEL USE – Separate fees for the use of the Carousel apply through the Boulder River Carousel Association. Contact Donna Gilmer (406-459-4316).
6. **Insurance:** A. Lessee shall provide a certificate of liability insurance in an amount not less than \$1,000,000/occurrence for the event for which Jefferson County facilities are being used and which Jefferson County is listed as additional insured. Proof of liability insurance shall be provided to Jefferson County from your insurance provided no less than 30 days prior to the

event. Lessee has the ability to purchase a liability policy through Jefferson County. For information call 406-225-4017.

B. In the event lessee plans to sell alcohol at the event, in addition to a general liability policy, lessee shall provide proof of a Montana State Liquor Permit and a liquor liability policy in an amount not less than \$1,000,000.00 per occurrence or the sale of alcohol must be through a licensed catering service. Jefferson County shall be named as an additional insured on the liability policy. The Montana State Liquor Permit and proof of liability insurance shall be provided to Jefferson County no less than 30 days prior to the event. **FAILURE TO PROVIDE PROOF OF THE MONTANA STATE LIQUOR PERMIT AND LIQUOR LIABILITY INSURANCE AT LEAST 30 DAYS PRIOR TO THE EVENT SHALL RESULT IN THE RESERVATION BEING CANCELLED.** If alcohol is to be consumed at the event, but not sold, lessee shall take reasonable measures to ensure minors are not being served or permitted to consume alcoholic beverages

The LESSEE agrees to keep and save harmless Jefferson County, it's elected and appointed officials, agents, as employees from any and all damages and liabilities for anything and everything whatsoever arising from or of occupancy of the premises by the LESSEE. It is further understood that in the event the LESSEE shall fail to abide by the terms and conditions of the lease and action needed to be brought to enforce the covenants herein contained, Jefferson County is elected and appointed official, agents, and employees shall have a right to require the LESSEE to pay reasonable attorneys fee and cost incurred in enforcing the terms as set forth herein. The LESSEE agrees that jurisdiction of this matter, in the event of legal action, lies within the County of Jefferson State of Montana.

Jefferson County shall not be responsible for loss, theft, damage or destruction to property owned by the LESSEE or it's exhibitor's, contestants, employees, etc. brought upon premises.

7. CANCELLATIONS AND REFUNDS A. If cancellation is made before 60 calendar days prior to the rental date, applicant will receive a full refund of the rental fee. B. If cancellation is made 59-30 days prior to the rental date, applicants will receive a refund of the rental fee less 50%. C. If the cancellation is made less than 30 days prior to the event there will be NO REFUND of the rental fee.

8. Security is lessee's responsibility.

9. There may be other events held on the grounds during the time of your event.

10. Smoking is not allowed inside any building at the Recreation Park.

11. Park users are required to clean up the inside of building(s) used and outside grounds of trash and debris left from their event or activity.

12. Building(s) and grounds to be cleaned the day of the event, unless other arrangements are made.

13. Large group(s)/events two or more days in length must contact disposal service for dumpster on the grounds.
14. Large group(s)/events must contact septic service for porta potty services during event(s).
15. All licenses/agreements/permits needed for activity/event(s) must be at the Jefferson County Clerk & Recorders office one week in advance.
16. Existing decorations cannot be removed. Use existing hooks for decoration if possible. No nails, screws, staples or tacks in the walls without approval. Sweep floors with a broom or dust mop.
17. Table, chairs or any other items on the premises are not to be removed from the premises. Return folding tables and chairs to the storage room.
18. Turn off all lights and secure doors after the event.
19. No dances in the loft of the Red Barn will be allowed.
20. All campfires/bonfires/barbeque pits must have prior approval of Jefferson County. Responsible party must have a Jefferson County Burning permit and abide by its rules. All must comply with County and State Fire Restrictions posted at time of the activity/event.
21. Please be considerate. The Recreation Park has neighbors that would appreciate the courtesy of reasonable noise levels.
22. Violation by User or User's guests of any City, County, State or Federal ordinance, statute, law, regulation, or rule shall authorize Jefferson County Fair Board to immediately terminate the Agreement without notice.
23. Jefferson County shall not be responsible for fire, theft, or damage to personal property or personal effects brought into, or stored in the leased premises, by User or any of User's guests, licenses, or users.
24. Only the number of persons allowed by the fire department regulations or any applicable State, local, building or fire codes shall be allowed by User to be in or use the leased premises at any given time.
25. Jefferson County Caretaker or agent shall have the right to enter the leased premises at any and all times for the purpose of determining whether the premises are being used in accordance with the terms of the Agreement.
26. Jefferson County reserves the final and absolute right to interpret these rules and regulations, to arbitrarily determine all matters, questions and differences in regard thereto, connected with or incident to the Recreation Park and also amend or add to these rules as may seem advantageous to the management.

27. Facility rented but not used. There will be no refund of fee(s) for dates and facilities reserved but not used during an event. (For example, applicant reserved building for Sunday cleanup, but building was cleaned before 7 am Sunday.)

28. User hereby agrees to indemnify and hold Jefferson County or its agents harmless from any and all suits, claims cause of action and demands for damages for loss of property, and or injury to persons or property arising from any cause whatsoever while this Agreement is in effect.

Lessee

Date

Jefferson County Recreation Park/Fairgrounds Agent

Date

“I acknowledge I have read this User Agreement, or have had the User Agreement reviewed by my attorney, that I understand and agree to its terms, and agree to comply with and abide by its terms and conditions for my use of the rented facility at the Jefferson County Recreation Park/Fairgrounds.”

You will be contacted by telephone if there are questions about your application.

To open the reserved buildings or if any type of set up (table/chairs) is requested you must call 406-225-4015. There is a required **User Checklist Assessment** that must be completed prior to and after use.