



PARK COUNTY  
FAIRGROUNDS & PARKS DEPARTMENT

# USER GUIDE



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<http://www.parkcounty.org/Government-Departments/Fairgrounds/>

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# Introduction

## Welcome

The Park County Commissioners (Commission), Park County Fairgrounds & Parks Board (Board), Park County Fairgrounds and Parks (PCFP) management, and staff would like to welcome you to our Facilities. We've used the acronym PCFP throughout this guide in reference to the Park County Fairgrounds and Parks Department. We appreciate your patronage and hope that you enjoy your visit.

The PCFP User's Guide provides operating guidelines for our Facilities. Inside you will find information on the facilities, fees, rules and available services. This guide sets forth, in detail, the conditions under which an individual or an organization of any type may endeavor in commercial or private enterprises, displays, entertainment, livestock shows, rodeo events, or any other events on any portion of the PCFP Facilities.

The PCFP Board, an advisory board, operates in accordance with Montana Code Annotated and the PCFP Board Bylaws. Major policy changes are recommended by the PCFP Director and the Board, and approved by the Commission. As occasions arise, when there is no clear cut, precise, or written policy, the PCFP Management has the authority to resolve the matters at hand until such time a policy can be developed or clarified. This should be discussed with the PCFP Management for any special provisions and regulations that may apply.

Please contact us if you have any additional questions, which aren't covered in this guide. All guidelines are subject to change.

Welcome to PCFP! We look forward to serving you.



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Please read through the following pages to orient yourself with our facilities.

## Purpose of the User's Guide

The purpose of the User's Guide is to provide consistent standards for Lessees and users of PCFP Facilities. We strive to provide a safe and quality experience while using our Facilities.

These guidelines are in compliance with Park County Resolution XXXX as adopted XXXX 2018.

## Purpose of Fees

The purpose of fees is to generate revenue to offset the operational costs of the facilities and to provide funds for future capital improvements of these facilities.

## Establishment of Fees

Rental fees for PCFP will be reviewed with consideration given to:

- the service needs of the community;
- the Facilities target user market;
- competitive and reasonable rental rates; and
- operational costs and the need for future capital improvements.

All standard fees are approved by the Commission.

## Definitions

These guidelines are applicable to the following PCFP facilities (hereinafter referred to as “Facilities”)

### Park County Fairgrounds Facilities & Map

#### Map



### Park County Parks

Park County is home to four county parks; Arch, Confluence, Green Acres and Silver Gate parks.



**Arch Park.** Located just north of the world famous Roosevelt Arch, offers a stone shelter pavilion, picnic tables, a stage, barbeque area, water fountain and trees interspersed among the 1.5acre parcel. The park is a cooperative effort between the Gardiner community, Park County, Montana Department of Transportation and the National Park Service.

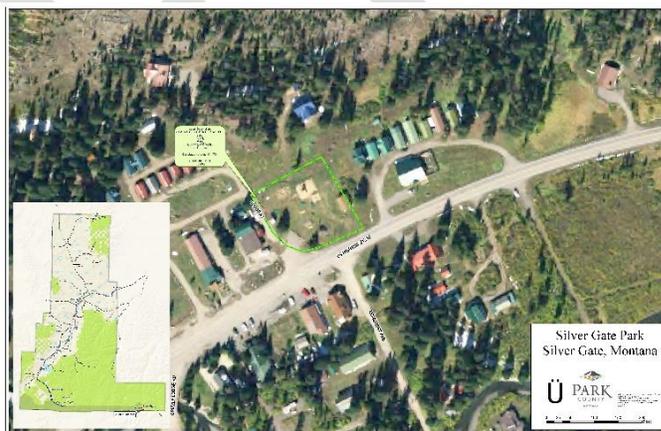
**Confluence Park.** Named because of its proximity to the confluence of the Gardner and Yellowstone Rivers, this beauty is conveniently tucked away in Gardiner, Montana. It has a long history

of use by boaters, kayakers, swimmers, fisherman and other recreationalists. The parcel is the only public access to

the Yellowstone River in the town of Gardiner. The Queen of the Waters Fishing Access is located 3.5 miles north.

**Green Acres Park.** Located in the northeast portion of Livingston, this gem is a 2.9-acre community park surrounded on all sides by neighborhood streets with a gravel parking area located at the east end. The park is entirely fenced, with several gates, mature trees, some play equipment and a basketball court.

**Silver Gate Park.** This one-acre beauty is centrally located in the small community of Silver Gate, just outside the northeast boundary of Yellowstone National Park. Amenities include picnic tables, benches, playground equipment, vault toilets and bear proof trash receptacles.



### Park County or County

County Commissioners, Employees of Park County, Fair Manager, PCFP Director, Maintenance Manager, technicians, custodial and support staff of any such department or office.

### Event

Any activity that takes place on a scheduled date or dates at a Park County Facility.

### Lessee

Any individual, organization, company or entity renting a Facility.

### Fairgrounds and Parks Management

PCFP management includes the PCFP Director, PCFP Manager, Administrative Assistant and Facilities & Grounds Maintenance.

### Parks

Parks include Arch Park, Confluence Park, Green Acres Park, and Silvergate Park.

### Facilities Reservation Application and Agreement

Written agreement between Park County and Lessee acknowledging use and fee arrangement for any Event held at

a Park County Facility.

## Fee Schedule Categories

### Sliding Benefit Scale

Rates are based on the Sliding Benefit Scale (SBC). The SBC provides a formula for establishing the Park County Fairgrounds and Parks Department fee schedule. Fees are lower for those uses and activities that have a broad community benefit. Fees are higher for uses and activities that are more directed toward individual benefits or commercial activities. Unless otherwise noted, all fees are set forth in the PCFP Fee Schedule.



### PCFP SLIDING BENEFIT SCALE

### FAIRGROUNDS & PARKS DEPARTMENT

The Sliding Benefit Scale provides a formula for establishing the Park County Fairgrounds and Parks Department fee schedule. Fees are lower for those uses and activities that have a broad community benefit. Fees are higher for activities that are more directed toward individual benefits or commercial activities.

COMMUNITY BENEFIT		
LOW (-)	MODERATE (+/-)	HIGH (+)
←—Widget Makers United—Family Reunion—Craft Show—Gun Show—Benefit Dinner—Community Christmas Dinner—→		
(\$\$\$) INDIVIDUAL/COMMERCIAL RATE	(\$\$) INDIVIDUAL/COMMERCIAL ADJUSTED RATE*	(\$) COMMUNITY/NONPROFIT RATE
<b>FEES</b>		

#### Individual/Commercial Rate

- This rate applies to any private or for-profit individual, organization, company or entity.

#### Individual/Commercial Adjusted Rate

- This rate applies to any for-profit Events that charge facility admission, charge a participant fee, have ticket sales or vendor booth fees.
- These Events are charged a reduced rental rate, subject to applicable surcharges as listed in the PCFP Fee Schedule.

#### Non-Profit Rate

- This rate applies to any non-profit groups, 501(c)(3), who are using a Park County Facility for civic purposes such as education meetings, organization or service meetings, seminars, training and/or fundraising.
- This rate applies to other government agencies using a Facility.
- The organization must be registered with the State of Montana as a non-profit 501(C)(3) or similar qualifying non-profit entity.
- These Events are charged a reduced base rental rate, but are subjected to applicable surcharges.

#### Park County Government

Any department, office, sponsored event, or other subcategory of the Park County Government shall use Park County Facilities at no charge but shall provide a statement of in-kind in lieu of fees.

## General Usage Policies

Park County retains control and management of Park County Facilities, shall have the right at all times to enforce these guidelines and shall have the right to eject all persons who fail or refuse to comply.

## Access During Events

PCFP employees responsible for management and maintenance of the Facilities shall have the right to access the Facilities at any time during any Event.

## Accident Management

In the case of an accident or emergency, Lessee agrees to cooperate with PCFP Management in the formulation of an action plan and response to media inquiries. All accidents, occurrences and incidents must be reported to PCFP Management as soon as possible, but not later than the next business day. Reports must include:

1. Name, address and telephone number of the injured person or persons;
2. Name, address and telephone number of any witnesses;
3. Whether or not law enforcement was called and, if not, why law enforcement was not called;
4. A description of the accident (how, when, why and where it happened); and
5. A description of the extent of bodily injury and/or property damage.

PCFP Management has the right to require medical personnel to be present at an Event, and Lessee will be notified of such requirement prior to the Event. Lessee shall be responsible for any and all costs associated with having medical personnel at an Event.

## Advertising

Lessee shall not hang signs, bunting or other advertising materials anywhere on the premises of the Facilities without prior approval of PCFP Management. The County does recognize the need for Lessee to display sponsor advertising; therefore, advertising materials and locations will be determined during the planning meeting with PCFP staff. Fairgrounds marquee – available for marketing for confirmed public Events for an additional fee.

## Alcoholic Beverages

Alcohol is strictly prohibited at all Facilities, unless the following criteria are met:

- Alcohol consumption must be outlined in the Facilities Reservation Application and Agreement and details determined (such as location, time, security plan) during planning meetings with PCFP Management;
- No alcoholic beverages shall be brought onto any Facilities unless the following criteria are met:
- Any Event planning to serve or sell alcoholic beverages is required to apply for an open container waiver. All State of Montana, Park County and City of Livingston laws apply.
- Lessee must provide a Safety Plan and proof of Responsible Beverage Server training. Should an Event fail to provide a Safety Plan and proof of Responsible Beverage Server training for their Event, it will be viewed as a violation and the agreement will be terminated immediately.
- No glass containers are allowed; and
- Review and compliance with Insurance Requirements.

Alcohol is prohibited from being sold or served at any Event being held for a person under the age of 21, including, but not limited to, baptisms, birthday parties, bar mitzvahs, and youth oriented events.

If the Lessee fails to provide a Safety Plan, Proof of Responsible Beverage Server training, or fails to disclose that alcohol is to be sold, served or otherwise made available, the Lessee, participants, spectators and anyone else involved with the Event are subject to removal, forfeiture of security deposit and/or \$500 fine, whichever is greater, citation or arrest at the discretion of the Park County Sheriff's Office, and the Lessee may be prohibited from using Facilities in the future.

## Animals

Lessees utilizing a Facility for any activity in which animals are used or exhibited shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, including those applicable to the humane care and treatment of animals. Lessee assumes the full responsibility of complying with all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of the animals, which are under the Lessee's care

and control.

All animals must be penned, stalled and otherwise confined or under the direct control of the owner or handler at all times. Persons keeping animals on the Facilities must use every care to assure safety of visitors and other Facility patrons/personnel. Violation of this policy may result in removal of animals from the premises or Animal Control may be called.

With the exception of service animals and animals that are a part of an exhibit or show, animals or pets are not permitted in any of the PCFP's Facilities. Please do not leave animals unattended in or tied to your vehicle. For their safety, animals may be removed from the premises by animal control officers and impounded.

Having animals for any Event at a Facility may require additional insurance requirements.

### Camping / RV Use

Camping is prohibited at all County Parks. Camping or use of RV's at the Fairgrounds shall only be permitted in designated areas for camping and parking for participants attending an Event. PCFP Management will work with Lessee to determine the location, additional fees and number of spaces allocated. The Fairgrounds has limited water and electrical hook-ups and a sanitary sewer dump station.

### Cancellation of Event

All cancellations by Lessee shall be in writing and effective upon receipt by PCFP Management. Park County shall not be responsible for any consequences, monetary or otherwise, due to cancellation by Lessee. Date Hold Deposit shall be forfeited if the Event is cancelled by the Lessee less than 30 days prior to the date of the event. The maximum liability of the County to Lessee due to cancellation of an Event by the County, regardless of the reason for cancellation, is limited to the fees paid by the Lessee. PCFP shall provide a minimum of 30 days for cancellation of an event, unless it is a true emergency (flood, fires, etc.).

### Clean-up Guidelines

Lessee is responsible for all cleanup to return facility back to its original condition. Trash receptacles and clean-up procedures are provided. Remove all temporary structures, frames, booths, etc., within 24 hours after termination of the lease. Those left after that time will become the property of the County, to make such disposition as they shall see fit. Failure to meet the clean-up requirements may result in partial or total forfeiture of the security deposit, and the Lessee may be prohibited from using Park County Facilities in the future.

### Date Hold Deposit

The agreement is not considered confirmed until a 50% non-refundable Date Hold Deposit is received by the County. The deposit is due within 30 days of receiving the agreement or the date will be released for other Lessees. Rental fees less than or equal to \$200.00 must be paid in full at the time of booking an Event.

The non-refundable fifty percent (50%) rental deposit shall be retained by the County upon the cancellation of any scheduled Event thirty (30) days or more before the scheduled Event. If the Event is canceled two (2) weeks or less before the scheduled dates, the County may retain the entire rental fee.

### Damage Costs

Lessee shall be held responsible for all damages to Facilities and property. All costs deemed necessary and incurred by Park County for replacement and/or repairs caused on behalf of Lessee will be billed to Lessee within ten (10) working days after the Event. Payment must be made within fifteen (15) days after receipt of billing.

### Decorations

Decorating requirements differ depending on the Facility. All decorating plans must be approved by PCFP Management with your floor plan due a minimum of ten (10) days prior to an Event. Regardless of the Facility or the type of decorations, the Lessee must remove all decorating materials immediately following the Event.

## Deliveries

Deliveries will not be accepted by any Park County employee for any Event or Lessee.

## Deposits

Two deposits are required in advance of your planned activity or event at a PCFP Facility. 1: A nonrefundable 50% Facility Hold deposit is required at the time of reserving PCFP Facilities. 2: A security deposit is also required within 48 hours prior to your event and will be refunded if the Facility is left in a clean state and there are no damages. All deposits vary by facility, refer to the PCFP Fee Schedule for specific deposit requirements.

## Event Marketing

PCFP Management and employees shall not be responsible for Event promotion. The Fairgrounds office phone number as well as any Park County phone number shall not be published or placed on any promotional material for any Event or otherwise published in connection with an Event. The Park County logo may not be used on any promotional material without the prior written approval of Park County PCFP Management.

## Event Staffing

Lessee shall provide all security, ushers, announcers, ticket takers, clean-up crew and other personnel necessary to conduct the activities described in the Facilities Reservation Application and Agreement. Park County may be able to provide personnel for limited activities at its sole discretion and for a fee. A PCFP Management employee may be on-site or on-call while Facilities are occupied. This will be determined on an Event by Event basis and finalized during planning meetings.

## Exclusive Use

Fairgrounds Lessees have exclusive use of the Facility they have rented, but do not have exclusive use of the entire Facility. If a Lessee wants exclusive use of the entire Facility, they must rent the entire Fairgrounds Facility. For example, a Lessee who rents the Exhibit Building has exclusive use of the Exhibit Building only. However, the Lessee does not have use of the adjoining Kitchen and Dining Room. Multiple events may occur at the Fairgrounds simultaneously. If you would like guaranteed exclusive use of the entire Fairgrounds, you must rent the entire Fairgrounds.

Exclusive use of Park facilities is not permitted with the exception of the Pavilion at Arch Park, which can be reserved for private use.

## Facility Alterations

Lessee may not undertake plumbing, electrical, carpentry, mechanical or other work on any Facilities.

## Firearms

The carrying or possession of a weapon in or on the County owned buildings and property by any person is prohibited as described in County Ordinance no. 13 dated 1/5/1998.

Sections 45-8-351 MCA, authorizes the County to prevent and suppress the carrying of concealed and unconcealed weapons to public assemblies and publicly owned buildings. Section 45-8-328(1)(a) prohibits the carrying of a concealed weapon with or without a permit in any building owned or leased by the federal, state or local government. Section 45-8-333, MCA, prohibits the possession of explosives where such possession intimidates, terrifies or endangers another human being. Section 7-8-2201, MCA, authorizes the Board of County Commissioners to manage County property. Courthouse security and workplace security are issues of increasing concern in Montana and the nation.

## Fire Safety

Lessee agrees to comply fully with all laws and ordinances of the Park County Fire District.

## Fireworks

Open fires or fireworks are not allowed on PCFP Facilities without approval of PCFP Management.

## Food Service / Event Catering

Events being held in the Exhibit Building must pay a catering surcharge as outlined in the PCFP Fee Schedule. Lessee shall consult with the Park County Environmental Health Department if food is sold, served or present at the Event to determine if any permits and/or licenses are required. A copy of any permit and/or license must be provided to PCFP or documentation exempting the Event from any permit or license requirements.

Events held at the Fairgrounds have the option to choose their own caterers / concessionaires for food service. Caterers and concessionaires must be a licensed food service company and Certified by Park County Environmental Health Department.

Food and beverage distributed by exhibitors in the Events Center are limited to products manufactured, processed or distributed by the exhibiting firm and are limited to a four (4) ounce sample size.

## General Compliance

Lessee shall comply with all the terms and conditions indicated in this Policy and Procedure book or as indicated in the written Facilities Reservation Application and Agreement. Any failure to timely comply may subject Lessee to additional fees and/or cancellation of the Event with or without an opportunity to cure the non-compliance at the sole discretion of the County. Lessee agrees to comply with all applicable rules, ordinances, and statutes. Lessee assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with the requirements of the City of Livingston, Park County and the State of Montana, depending on the Facility location.

## Glass Containers

Glass drinking containers are not permitted at any Facility or parking lot.

## Health Permit Requirements

When an Event involves a temporary food service operation or food demonstration, Lessee is responsible for informing such exhibitors or food service operators that a permit from the Park County Health Department may be required and provide said permit to PCFP Management. Lessee shall contact the Park County Health Department at (406) 222-4222- at least thirty (30) days prior to the scheduled Event.

## Indemnification

To the fullest extent permitted by law, Lessee shall indemnify and hold harmless the County, its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with Lessee's Event or use of a Facility, pursuant to the Facilities Reservation Application and Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, other fault of Lessee, any officer, employee, representative or agent of Lessee, anyone directly or indirectly employed by Lessee, or anyone for whose acts Lessee may be liable or who is attending Lessee's Event; provided, however, that except for worker's or workmen's compensation, disability benefits or other similar employee benefit claims, Lessee is not obligated to indemnify the County hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from the sole negligence of the County, or its officers, agents or employees. Lessee's indemnification obligation hereunder shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein.

With respect to any and all claims against the County or any of its officers, employees or agents by any employee of Lessee or anyone directly or indirectly employed by Lessee, or anyone for whose acts Lessee may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Lessee, under worker's or workmen's compensation

acts, disability benefit acts or other employee benefit acts.

Under Montana Law, an equine activity sponsor or an equine professional is not liable for an injury to or the death of a participant engaged in an equine activity resulting from risks inherent in equine activities pursuant to Section 27-1-727, Montana Code Annotated.

### Intellectual Property

Lessee will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in the Event. Lessee agrees to indemnify, defend and hold Park County, its officers, agents, and employees harmless from any claims or costs, including legal fees, which might arise from use of any such material. The Park County logo may not be used on any promotional material without the prior written approval of Park County.

### Key Distribution

Facility keys distribution will be arranged during Event planning meetings. Failure to return the keys within 48 hours may result in forfeiture of the security deposit. If the County must re-key the Facility due to the Lessee's loss of keys, all such costs shall be paid by Lessee.

### Liability Limitations of Parking

Park County shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked at a County Facility. Lessee and/or guests are required to park in designated parking. Guests of a Park County Facility who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

### Lost or Stolen Articles

Park County shall not be responsible, under any circumstances, for property of the Lessee and/or guests while on a Park County Facility. PCFP Management will not accept lost and found articles for distribution; unclaimed articles must be held and distributed by the Lessee. In addition, Park County Facility Management is not responsible for any loss of articles or equipment left unattended at any Facility. The usage of security personnel when such equipment or articles left in buildings or at a Facility shall be the responsibility of the Lessee. All articles, equipment, exhibits, displays or materials shall be brought into the Facilities only at such hours as designated by the Facilities Reservation Application and Agreement. Lessee assumes all responsibility for any goods or material, which may be placed in County's storage before, during or after an Event.

### Motorized Vehicles

Motorized vehicles are not allowed in parks unless special permission is granted by the Fairgrounds and Parks Director. Motorized vehicles may be operated only on streets, parking lots, and other posted areas.

### Nondiscrimination

In awarding (and in any performance of) this Contract, Lessee and Park County will hire on the basis of merit and qualifications. In awarding (and in any performance of) this Contract, Lessee and Park County will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin. In accepting (and in any performance of) this Contract, Lessee will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

### Parking Lots and Roadways

Multiple Events may be conducted simultaneously at Park County Facilities. It is the Lessee's responsibility to coordinate with PCFP Management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency units as well as for County maintenance workers. Use of parking lots is subject to availability. Parking lots may be used only for purposes associated with the Event. Overnight parking may be limited at the discretion of PCFP Management. No flyers shall be placed on any vehicles using the parking lot for any Event.

### Photos

PCFP Management may take photos of public Events held at Park County Facilities. These photos shall be the property of Park County and may be used by PCFP Management for educational or promotional materials. Images or videos of minors will not be used without a signed media release form.

### Planning Meeting

As deemed necessary by PCFP Management, planning meetings will be conducted for certain Events. These meetings shall be scheduled on an agreed upon date and time. Planning meetings are recommended to take place no later than 10 days prior to Lessee's scheduled Event.

### Reservations

Lessee must contact PCFP Management to determine date availability and complete a Facilities Reservation Application and Agreement. Consideration may be given to the Lessee to rent the same dates for the following year; but, there is no guarantee.

### Security

PCFP Management has the right to require Event security, based on the type of Event. PCFP Management, with the consultation of the Park County Sheriff's Department, will determine Event security needs. All Event security plans must be submitted and approved by PCFP Management a minimum of 10 days prior to an Event.

### Security Deposit

Lessee is required to post a security deposit to defray the cost of repairs and clean-up. The deposit will be refunded if the Facility and property are left in a clean state and there are no damages. The deposit shall be due and payable a minimum of ten (10) days prior to commencement of the Event.

### Special Use Fees

Special use permits are required for all events or activities held in Park County Parks that anticipate more than 200 participants or spectators. If it is an activity of a commercial nature, it is covered under the provisions of a commercial park use. A \$20 special use administrative fee is required to initiate the permit process. Reservation fees are not required. Depending upon the nature of the event or activity, additional use fees or surcharges will be assessed, according to the PCFP Fee Schedule, if the activity or event is approved.

### Sub-Leasing

Lessee may not, under any circumstances, sub-lease Facilities, equipment or materials owned by Park County, without the prior written approval of PCFP Management. PCFP Management employees have the sole authority for renting or leasing Facilities.

### Time of Events – Operating Hours

The County reserves the right to regulate the time, place and manner of proposed activities in its Facilities after considering all applicable factors and interests. The hours for set up and tear down shall be specified in the Facilities Reservation Application and Agreement and will be at the discretion of the County.

### Tobacco-Free Campus

Pursuant to Resolution No. 402927, Tobacco-Free Policy for All County Owned and Utilized Property.

1. No person, including all staff of the State of Montana, Park County, or the City of Livingston, visitors, volunteers, vendors, and contractors of the Facility, shall use any form of Tobacco, regardless of whether or not it contains Nicotine, at or on the Facility and within the 25' setback.
2. The sale or distribution of Tobacco products is not permitted at the Facility.
3. The Tobacco-Free Policy does not apply to a site that is being used in connection with the practice of cultural activities by American Indians that is in accordance with the American Indian Religious Freedom Act, 42 U.S.C. 1996, and 1996a, whether or not the public is allowed access to those places.
4. This Tobacco-Free Policy is in addition to any federal, state or local laws that restrict or otherwise regulate the use of Tobacco.

## Use of / Loss of County Equipment

Without prior coordination and agreement of PCFP Management, Lessee shall not operate motorized County-owned equipment. Additionally, Lessee shall not dispose of in any manner equipment or materials owned by Park County.

## Use Restrictions

Park County and/or PCFP Management may refuse Event bookings in its sole discretion when the Event may cause undue or unusual damage to the Facilities or that may violate local, state or federal laws, rules or regulations.

Park County and/or PCFP Management may refuse Event bookings in its sole discretion when a requested Event conflicts with a similar Event previously scheduled on the premises. Once a Rental Agreement has been signed and executed and a deposit has been paid in full to the County, the County may, in its sole discretion, agree not to schedule a like Event on any part of the Fairgrounds during the same period as that scheduled by the Lessee.

No Event shall be booked at the Park County Fairgrounds or interfere with the Annual Park County Fair and Ranch Rodeo or the Livingston Roundup Association's Roundup Rodeo between the time of July 1 through August 1 (or through the second weekend of August) without the prior written approval of the Park County Commission.

## Payment Policy

### Method of Payment

Lessee whose rental fees are more than \$201.00 shall pay a non-refundable fifty percent (50%) rental deposit within 10 days of receiving the agreement. The balance of the rental fee must be paid in 72 hours in advance of Lessee's scheduled Event. Rental fees less than or equal to \$200.00 must be paid in full at the time of booking an Event. PCFP accepts cash, business or cashier checks, money orders and credit cards.

### Bad Check Policy

Any checks returned by the bank for any reason will be assessed the actual return fees charged to Park County of \$35 per check. Lessee will then be required to make payment with certified funds. The Event will not be held until certified funds are received. The County will not accept a reservation for a future Event from a prospective Lessee owing monies to Park County. Reservations for any additional Events previously scheduled are also subject to cancellation. In its sole discretion, the County may refuse to rent Facilities to any prospective Lessee who, at any time, failed to make full payment in sufficient funds to the County within thirty (30) calendar days after the date of invoice.

### Cancellation of Event

A non-refundable twenty-five percent (50%) date hold deposit shall be retained by the County upon the cancellation of any scheduled Event two (2) weeks or more before the scheduled Event. If the Event is canceled two (2) weeks or less before the scheduled dates, the County may retain the entire rental fee and the security deposit may be refunded. If the County cancels the Facilities Reservation Application and Agreement for any unforeseen reason or act of God, then all monies paid to the County by the Lessee shall be refunded. Any liability of Park County shall be limited to the fees paid by the Lessee.

### Limitation of Liabilities

Notwithstanding anything herein to the contrary, Park County will not be liable for any indirect, incidental, special, consequential damages or other damages resulting from the use of the Park County Facilities, however arising, including failure of voice or data lines, even if Park County has been advised of the possibility of such damages. Park County liability will in no event exceed the amount received for damages arising out of, relating to, or in any way connected with the Facilities Reservation Application and Agreement. Users of Park County Facilities are advised to procure Event cancellation insurance. Park County will not assume liability for cancellation due to emergencies or unforeseen circumstances. Recovery under such circumstances shall be limited to the amount of rental fees paid under the Facilities Reservation Application and Agreement.

## Insurance Requirements

### Certificate of Insurance

The Lessee shall procure and maintain, at its own expense, the following policy of insurance: commercial general liability insurance/ general liability Insurance. Said insurance shall provide limits as indicated herein. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products.

The policy shall also include all phases of the Event (set-up preparation, actual Event, specific hours of occupancy and clean-up). When alcohol is served (not sold), host liquor liability as well as general liability insurance is required or a general liability policy with host liquor. When alcohol is sold, liquor liability as well as general liability insurance is required. The Lessee shall provide PCFP Management the required certificate(s) of insurance naming Park County, Montana, its officers, agents, and employees as additional insureds and naming the specific Event and date(s) being insured.

If Lessee hires a caterer to host and serve liquor, the caterer is required to provide liquor liability as well as general liability naming both, the Lessee and Park County as additional insured. The required certificate(s) of insurance shall be provided to PCFP Management at least two (2) weeks prior to occupying a Park County Facility. The Lessee shall not be permitted to occupy or use a Park County Facility unless and until the required insurance is provided.

### General Liability & Host and/or Liquor Liability Requirements

HAZARD SCHEDULE	INSURANCE LIMIT	
	Single Limits	Aggregate
Schedule I	\$1,000,000	\$1,000,000
Schedule II	\$2,000,000	\$2,000,000
Schedule III (special risks)	Limits determined at time of request	
Host Liquor (attendance 1 – 500)	\$1,000,000	\$1,000,000
Host Liquor (attendance 500 +)	\$2,000,000	\$2,000,000
Liquor Liability (attendance 1 – 500)	\$1,000,000	\$1,000,000
Liquor Liability (attendance 500+) (applies also to Caterer)	\$2,000,000	\$2,000,000

**The guidelines in place at the time of the signing of the Facilities Reservation Application and Agreement will govern.**

# Sample Facilities Reservation Application and Agreement



## FAIRGROUNDS AND PARKS DEPARTMENT FACILITIES RESERVATION APPLICATION & AGREEMENT

APPLICATION DATE:			
<b>1. APPLICANT INFORMATION</b>			
NAME:		TITLE:	
ORGANIZATION:			
ADDRESS:		CITY, STATE, ZIP:	
PHONE#:		EMAIL:	
<b>2. EVENT DETAILS</b>			
EVENT NAME:		DESCRIPTION:	
TYPE OF EVENT:	<input type="checkbox"/> Public	<input type="checkbox"/> Private	
Public Event: A Certificate of Insurance is required for planned events open and advertised to the public with a minimum coverage of \$750,000 per claim/\$1,500,000 per occurrence liability coverage listing Park County as additional insured. Park County must be named as additional insured. Please attach proof.			
DATE AND TIME OF EVENT		DATE	TIME
SET-UP:			
EVENT(S):			
TEAR-DOWN/CLEAN-UP:			
ESTIMATED NUMBER OF USERS:	PARTICIPANTS/EXHIBITORS		GUESTS/SPECTATORS
<b>3. FOOD AND BEVERAGE</b>			
WILL FOOD BE SERVED?	<input type="checkbox"/> Yes <input type="checkbox"/> No	WILL EVENT BE CATERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Public Events with food and/or beverage services may be required to meet sanitation requirements and obtain a food service license. Contact the Park County Health Department at (406) 222-4145.			
WILL ALCOHOL BE SERVED?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If you wish to have alcohol at a county park, an open container waiver is required.	
<b>4. FEES, DEPOSITS &amp; SURCHARGES</b>			
A. FEES FOR FACILITIES, EQUIPMENT & SERVICES REQUESTED ARE AS STATED:			FEE AMOUNT
			\$
			\$
			\$
			\$
			\$
SUBTOTAL:			\$
B. DEPOSITS		DUE DATE	DEPOSIT AMOUNT
<input type="checkbox"/>	DATE HOLD - 50% of 4A. Fees (shown above) to hold your date:		\$
<input type="checkbox"/>	SECURITY DEPOSIT – Due 48 hours in advance of your event:		\$
C. SURCHARGES. Additional charges for services provided.			SURCHARGE AMOUNT
			\$
			\$
<i>All applicable surcharges shall be paid to the Lessor within fourteen (14) days following the Event.</i>			



## FAIRGROUNDS AND PARKS DEPARTMENT FACILITIES RESERVATION APPLICATION & AGREEMENT

APPLICATION DATE:			
<b>1. APPLICANT INFORMATION</b>			
NAME:		TITLE:	
ORGANIZATION:			
ADDRESS:		CITY, STATE, ZIP:	
PHONE#:		EMAIL:	
<b>2. EVENT DETAILS</b>			
EVENT NAME:		DESCRIPTION:	
TYPE OF EVENT:		<input type="checkbox"/> Public <input type="checkbox"/> Private	
Public Event: A Certificate of Insurance is required for planned events open and advertised to the public with a minimum coverage of \$750,000 per claim/\$1,500,000 per occurrence liability coverage listing Park County as additional insured. Park County must be named as additional insured. Please attach proof.			
DATE AND TIME OF EVENT		DATE	TIME
SET-UP:			
EVENT(S):			
TEAR-DOWN/CLEAN-UP:			
ESTIMATED NUMBER OF USERS:		PARTICIPANTS/EXHIBITORS	GUESTS/SPECTATORS
<b>3. FOOD AND BEVERAGE</b>			
WILL FOOD BE SERVED?		<input type="checkbox"/> Yes <input type="checkbox"/> No	WILL EVENT BE CATERED? <input type="checkbox"/> Yes <input type="checkbox"/> No
Public Events with food and/or beverage services may be required to meet sanitation requirements and obtain a food service license. Contact the Park County Health Department at (406) 222-4145.			
WILL ALCOHOL BE SERVED?		<input type="checkbox"/> Yes <input type="checkbox"/> No	If you wish to have alcohol at a county park, an open container waiver is required.
<b>4. FEES, DEPOSITS &amp; SURCHARGES</b>			
A. FEES FOR FACILITIES, EQUIPMENT & SERVICES REQUESTED ARE AS STATED:			FEE AMOUNT
			\$
			\$
			\$
			\$
			\$
SUBTOTAL:			\$
B. DEPOSITS		DUE DATE	DEPOSIT AMOUNT
<input type="checkbox"/>	DATE HOLD - 50% of 4A. Fees (shown above) to hold your date:		\$
<input type="checkbox"/>	SECURITY DEPOSIT – Due 48 hours in advance of your event:		\$
C. SURCHARGES. Additional charges for services provided.			SURCHARGE AMOUNT
			\$
			\$
All applicable surcharges shall be paid to the Lessor within fourteen (14) days following the Event.			

## Sample Open Container Waiver Application



### Fairgrounds and Parks Department Open Container Waiver Application

#### APPLICATION CHECKLIST

- Application
- Non-refundable fee
  - \$25 for Park County residents, \$35 for non-residents
  - Make check payable to Park County.
- General Liability Insurance Certificate
  - In the amount of \$1.5 mil per occurrence & \$750,000 net worth limit, listing Park County (and State of Montana if necessary) as additional insured. Insurance certificate must include the endorsement for additional insured. Insurance certificate must include liquor liability.
- Safety Plan – must address the following issues:
  - How admission of those under the legal age to drink will be handled and consequences when underage drinking occurs.
  - How will staff handle those under the influence of alcohol? Will alternate transportation be offered?
  - Actions to be taken in the event of a disturbance or medical or other type of emergency.
  - Any other measures to be taken to maintain a safe environment for those in attendance.
- Proof of Responsible Beverage Server training (if more than 50 guests)
  - Please contact Southwest Chemical Dependency Program at 222-2812 or the Park County Health Department at 222-4145 for information on server training.
- Contact Park County Fairgrounds and Parks for questions or additional information at 46 View Vista Drive, Livingston, MT 59407 Phone 406-404-0604.



## Fairgrounds and Parks Department Open Container Waiver Application

APPLICANT INFORMATION			
Organization:		Primary Contact:	
Mailing Address:		City, State, Zip:	
Phone Number:		Email Address:	
Secondary Contact:		Secondary Phone:	

EVENT INFORMATION			
Name of Event:		Planned Activity:	
Event Date(s):			
Start Time:		End Time:	
Location of Event:			
Parking Plan:			
Description of recording and sound amplification equipment, banners, signs or any other attention getting devices:			
Describe any public equipment, services or facilities are requested:			

INSURANCE REQUIREMENTS	
<p>Organizer must obtain commercial general liability insurance covering the permittee and/or the permittee's organization for all activities related to the Event, including but not limited to setup for the Event itself, and all cleanup and takedown activities. The insurance policy shall contain no exceptions or exclusions for activities conducted under or related to the permitted activities. The permittee shall name the county, its officers, and employees as additional insureds on a primary non-contributory basis. The additional insured coverage shall be in a form acceptable to the county. The insurance shall be in the amounts of \$750,000 per claimant and \$1,500,000 per occurrence. The Fairgrounds and Parks Director may grant a waiver for county sponsored events or when it is determined the event will not present a substantial or significant public liability. The Fairgrounds and Parks Director shall consider the applicants proven financial inability to obtain insurance. If a waiver is being sought, applicant must present factual information on why the waiver is requested.</p>	

FEES	
Non-Refundable Waiver Application Processing Fee	
<input type="checkbox"/> \$25.00 Park County Resident	<input type="checkbox"/> \$35.00 Non-resident of Park County



Fairgrounds and Parks Department  
**Open Container Waiver Application**

<b>DISCLAIMER</b>	
<p>Together with any supplementary information as may be required by Park County, this form must be filed with the office of the Fairground and Parks Director not more than one hundred eighty (180) days nor less than ten (10) days prior to the event to ensure proper processing.</p> <p>I certify that I am an authorized representative of and have the power to execute this application on behalf of the above-named organization/applicant. All of the above statements are true to the best of my knowledge, information and belief. All questions have been answered, and if any change in fact or method occurs subsequent to the date of this application, or the issuance of a permit, I will notify Park County Fairground and Parks Department, in writing, within 24 hours after such change. I understand and agree that it is my responsibility to ensure all participants comply with all permit directions and conditions and with all applicable laws and ordinances.</p> <p>I agree to defend, hold the county and its employees and officials harmless and indemnify the county, its employees and officials, for any and all claims, lawsuits or liability including attorneys' fees and costs allegedly arising out of loss, damage or injury to person or person's property occurring during the course of, in preparation of, or in any way pertaining to the parade or public assembly which are caused by the conduct of employees or agents of the permit holder.</p>	

<b>APPLICANT SIGNATURE BLOCK</b>			
Signature:		Date:	
Printed Name:		Title:	

