





FAIRGROUNDS & PARKS DEPARTMENT

46 View Vista Drive, Livingston, MT 59047 Phone 406-222-4185

AMENDMENTS IN WRITING: Any amendments to this Agreement must be in writing and this agreement shall be binding upon the heirs and personal representatives of the Lessor.

ATTORNEY'S FEES AND COSTS: The parties further agree that, in the event of litigation arising out of this agreement, the prevailing party shall be entitled to its attorney's fees and costs.

ASSIGNMENTS: This Agreement cannot be assigned.

INDEMNITY: The Lessee agrees to and shall indemnify, defend and hold PCFP, and Park County, harmless from and against any and all claims, demands, actions or damages (of whatever nature or kind) involving property, persons or entities (public or private) arising out of or resulting from the performance of this Agreement, provided such damages or injuries arise out of or are caused by the negligent act, error or omission of Lessee or any agent, employees or subcontractor of Lessee.

[ ] LIABILITY INSURANCE: All Lessees shall provide at Lessees' expense, commercial general liability/general liability insurance to indemnify and hold PCFP and Park County harmless for services performed under the terms of this agreement. The liability policy shall be in a minimum amount of \$1 million per Occurrence and Aggregate.

[ ] WORKER'S COMPENSATION INSURANCE: Commercial Lessees must provide either documentation of worker's compensation insurance coverage or a Certificate of Independent Contractor Exemption.

A certificate of insurance showing the coverage obtained by Lessee shall be provided to, and name, Park County as additional insured.

NONDISCRIMINATION: In awarding (and in any performance of) this Agreement, Lessee and PCFP will hire on the basis of merit and qualifications. In awarding (and in any performance of) this Agreement, Lessee and Lessor 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 Agreement, 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.

SEVERENCE CLAUSE: In the event any portion of this agreement is deemed invalid or void, the remaining portions shall remain in full force and effect.

USER GUIDE: In signing this Rental Agreement, the Lessee signifies that he/she has been provided a copy of the Policies and Procedures governing the use of the PCFP Facility and has had an opportunity to review those Policies and Procedures.

I hereby certify that I have read and understand the PCFP User Guide regarding the use of publicly owned property. I further agree to be responsible for all damages as a result of use and hold Park County, its governing board, the individual members thereof and all officers, agents, employees and volunteers free and harmless of any loss, damage, liability cost or expense that may arise during or be caused in any such use or occupancy of County property.

Table with 4 columns: LESSEE PRINT NAME/TITLE, SIGNATURE, DATE, ADDRESS, CITY, STATE, ZIP, PHONE; LESSOR PRINT NAME/TITLE, SIGNATURE, DATE, ADDRESS, CITY, STATE ZIP, PHONE; Fairgrounds & Parks Department



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FOR OFFICIAL USE ONLY: TO BE COMPLETED BY PCFP MANAGEMENT

BENEFIT LEVEL		DATA MANAGEMENT		
NON-RESIDENT INDIVIDUAL OR COMMERCIAL	<input type="checkbox"/>	CALENDAR OF EVENTS	<input type="checkbox"/>	
PARK COUNTY RESIDENT & BUSINESS	<input type="checkbox"/>	DATABASE	<input type="checkbox"/>	
PARK COUNTY COMMUNITY OR NONPROFIT	<input type="checkbox"/>	HARD COPY FILE	<input type="checkbox"/>	
TOTAL FEES & DEPOSITS				
DESCRIPTION	AMOUNT	DATE PAID	PAYMENT METHOD	CHECK #
FEES			<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CARD	
DEPOSITS			<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CARD	
OTHER				
INTERNAL ROUTING				
ROUTED TO:	<input type="checkbox"/> APPLICANT	<input type="checkbox"/> COMMISSION		<input type="checkbox"/> PUBLIC WORKS
<input type="checkbox"/> EVENTS & FACILITIES COORDINATOR		<input type="checkbox"/> EVENTS & FACILITIES MAINTENANCE		<input type="checkbox"/> SHERIFF
POST EVENT WALK-THROUGH INSPECTION		BY	DATE	
CODE	FACILITY, SERVICE OR EQUIPMENT	PHYSICAL CONDITION		CLEANLINESS
		<input type="checkbox"/> ACCEPTABLE <input type="checkbox"/> UNACCEPTABLE		<input type="checkbox"/> ACCEPTABLE <input type="checkbox"/> UNACCEPTABLE
		<input type="checkbox"/> ACCEPTABLE <input type="checkbox"/> UNACCEPTABLE		<input type="checkbox"/> ACCEPTABLE <input type="checkbox"/> UNACCEPTABLE
		<input type="checkbox"/> ACCEPTABLE <input type="checkbox"/> UNACCEPTABLE		<input type="checkbox"/> ACCEPTABLE <input type="checkbox"/> UNACCEPTABLE
RETURNED ITEMS				
KEY RETURNED	<input type="checkbox"/> YES <input type="checkbox"/> NO	REASON FOR DEPOSIT NOT REFUNDED		
DEPOSIT RETURNED	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> PHYSICAL CONDITION	<input type="checkbox"/> CLEANLINESS	



USE PERMIT

FAIRGROUNDS & PARKS DEPARTMENT

THIS CERTIFIES A USE PERMIT HAS BEEN ISSUED TO:

FOR

AT

DATE

SPECIAL PROVISIONS (LIST, IF ANY)

SIGNED

Nicole L. Divine, Director

DATED

APPLICATION#

PLEASE KEEP THIS PERMIT WITH YOU DURING YOUR EVENT