

APPLICATION AND AGREEMENT FOR USE OF COUNTY BUILDINGS/GROUNDS

THIS APPLICATION and AGREEMENT is made and entered into by and between the Laramie County Fair Board (hereinafter Fair, Fair Board or COUNTY) and

Name _____ (hereinafter APPLICANT)

Address _____ **Phone** _____

Area of Fair buildings/grounds for use: _____

Dates and times of use requested: _____

Purpose of use and details: _____

If requesting use for an organization please provide name and purpose of organization: _____

Is the organization properly formed under Wyoming Law as a corporation, LLC or other entity?

Yes **No** If yes, please provide the name, address and title of agent or representative authorized to bind the entity: _____

Are you requesting consideration as a Non Profit? **Yes** **No** If yes, please provide names and purpose of organization, describe whether organization is recognized as a Non Profit corporation or entity by the State of Wyoming and provide name, address and title of agent or representative authorized to bind the entity: _____

Names and contact information for applicants or applicant's representatives to be present during use of facility: _____

Attendance anticipated _____

Is the event or use to be open to the general public **Yes** **No**

Will a fee be charged to those who attend **Yes** **No**

If yes, please list amount of fees, describe how and when they will be collected and provide the identity and contact information for the beneficiary or recipient of funds collected: _____

Will the use involve commercial sales of any kind **Yes** **No**

If yes, please describe the nature of such sales, the individuals or entities making such sales and the recipients of the funds generated by such sales: _____

Will food be served **Yes** **No**

If yes, please provide evidence of appropriate permitting from the Laramie County Health Department.

Will fees be charged for food and/or beverages **Yes** **No**

Will alcoholic beverages be served **Yes** **No**

If yes, a copy of appropriate permit and/or licensing by Laramie County and State of Wyoming is required prior to use. Applicant recognizes and agrees that Applicant is responsible for security. Proof of security arrangements must be presented to and approved by Fair Board Staff in advance of use and Applicant recognizes that the premises are open to inspection at all times by Fair Staff and Law Enforcement personnel. The Fair Board may waive or modify security arrangements upon application and consideration at a regularly scheduled meeting. Timely application for such consideration is required.

Has Applicant acquired insurance coverage for the use **Yes** **No**

Applicant must provide a copy of policy and current proof of insurance prior to use.

Describe supervisory plans: _____

Has Applicant developed crowd control and emergency response plans: **Yes** **No**

If yes, please describe such plans: _____

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ALL USES OF COUNTY FAIR FACILITIES REQUIRING APPLICATION WILL REQUIRE PROOF OF INSURANCE IN ADVANCE. SUFFICIENT TIME FOR FAIR OR COUNTY STAFF TO INVESTIGATE THE SUFFICIENCY OF THE INSURANCE REQUIRED. FAILURE TO PROVIDE PROOF OF INSURANCE IN A TIMELY MANNER MAY RESULT IN TERMINATION OF THIS AGREEMENT AND CANCELLATION OF A RESERVED USE OF FAIR FACILITIES.

In making this application Applicant agrees to the following terms and conditions, and those in Attachment 'A' to this Agreement which is fully incorporated herein (1 page Titled "Laramie County Fair Rental Policies, LCF Facility Rental Rules, Cleaning Procedures and Fee Policies") in the event the application is approved:

- A. The terms of this Application and Agreement shall commence and be binding upon the parties when the last signature is affixed to this Application and Agreement, and final approval and granting of the application is made by the Laramie County Fair Board. No use of Fair facilities or grounds shall take place in the absence of approval. The terms of this application and agreement shall remain in full force and effect until all obligations are fully performed or it is terminated as provided herein.
- B. A fee as set by the Laramie County Fair Board for costs and expenses, including but not limited to additional security, shall be paid by APPLICANT for the use of facilities and/or grounds located at the former Archer Research Property. If waiver or reduction of fees has been requested this must be approved by the Fair Board and Applicant must comply with such terms as are set by the Board.
- C. APPLICANT shall use only those parts of the facilities and/or grounds applied for and essential for the use. Applicant's use of facilities and grounds shall occur only with the agreement and acquiescence of the Laramie County Fair Board and take place in such a manner as shall not interfere with the use of buildings and grounds by the Laramie County Fair Board. Applicant recognizes that the Laramie County Fair Board has a prior contractual agreement with COUNTY for the use of buildings and grounds at the former Archer property and that the Fair Boards rights and obligations take precedence over this Agreement.
- D. APPLICANT is responsible for and shall pay to repair all damage caused by its employees, volunteers, agents, participants or invitees to any fixtures, equipment, facilities and/or grounds as a result of the use.
- E. APPLICANT shall clean, if necessary, all areas of any facilities and/or grounds which are used pursuant to this Agreement and shall leave the building(s) and/or grounds in the state it was prior to the commencement of the use. Failure of APPLICANT to clean areas of the buildings and/or grounds to the satisfaction of the Laramie County Fair Board shall result in an assessment of costs to APPLICANT for any necessary cleaning. The Fair Board reserves the right to request and receive an appropriate security and or cleaning deposit from Applicant. In the discretion of the Board, costs for any repairs or cleaning required may be deducted from said deposit.
- F. APPLICANT agrees that the use of county buildings and grounds shall be in accord with any applicable law or regulations state, local or federal.
- G. APPLICANT agrees that in the event any hazardous or potentially hazardous activities are contemplated in APPLICANT's use of the facilities, the APPLICANT shall obtain waivers and/or releases of liability from any and all participants in the activities. Said waiver shall contain, at a minimum, the following language **(G)(1)** below and said waivers are subject to the approval of the Fair Board prior to use of the facilities. Copies of all signed waivers shall be provided to the Fair Board. This requirement does not, in anyway, abrogate the requirement for indemnification herein, abrogate the invocation of sovereign immunity herein, eliminate any requirement imposed by the Fair Board of Laramie County for proof of sufficient insurance, nor modify or abrogate any defenses or immunities provided by law including but not limited to W.S 1-1-121 et seq. as amended or 1-1-118 as amended:

(G)(1) Minimum language required in any waiver or release of liability appears below: Applicant should note that this language releases only the Fair Board and Laramie County. Applicant is advised to consult with counsel in the creation of any release and in matters of liability.

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Example of Release Form:

REQUEST TO PARTICIPATE AND RELEASE

I hereby request permission to participate in (description of activity) _____. I understand that participation in such activities is an inherently dangerous activity. Risks include, but are not limited to, property damage or destruction, serious physical injury and/or death.

In exchange for the opportunity to participate in (description of activity) _____, I do hereby, for myself, my heirs, personal representatives and assigns release and discharge the Laramie County Fair Board and Laramie County, its elected and appointed officials, their employees and agents from all actions, causes of action, damages, claims or demands for all known or unknown personal injuries, property damage or death resulting from or arising out of my participation in the above described activity or events.

*By my signature below, I certify and warrant that I have read and fully understand the foregoing statements and **Release**.*

I am signing this REQUEST TO PARTICIPATE AND RELEASE, voluntarily and without coercion and in consideration of the permission to participate and/or any other consideration provided to me in connection with the activities and or events described herein. I further certify that I am 18 years of age or older. If I am a minor, my parent or guardian, by signature below, fully participates in and acknowledges the contents and effect of this waiver and release on my behalf.

Participant Signature

Date

Parent or Guardian of Participant (if applicable)

Date

(2) Hazardous activities include but are not limited to any sport or activity whether involving animals or equipment which carries an inherent risk of injury, property destruction or death. The Applicant agrees that decisions by the Board or Board staff to require or not to require the execution of submission of waivers do not abrogate any immunities or defenses provided by law. The Board and Fair staff have complete discretion in the decision to require or not require the execution and submission of waivers in connection with any event.

- H. Default: Each and every term and condition hereof shall be deemed to be a material element of the Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.
- I. Independent Entities: COUNTY and APPLICANT are independent entities and their employees, volunteers, participants or invitees are not to be considered agents or employees of the other. Actions performed by APPLICANT pursuant to this application and agreement are those of an independent agent and not those of an employee of the COUNTY.
- J. Entire Agreement: This Application and Agreement represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements whether written or oral.
- K. Assignment: Neither this Application and Agreement, nor any rights or obligations here under shall be assigned or delegated by a party without the prior written consent of the other party.
- L. Modification: This Application and Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
- M. Invalidity: The parties mutually understand and agree this Application and Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any provision of this Application and Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advise shall not invalidate or

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render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Application and Agreement are fully severable.

- N. Venue: If any dispute arises between the parties from or concerning this Application and Agreement or the subject matter hereof, any suit or proceedings at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. Nothing in this clause shall be interpreted or construed to waive COUNTY's assertion of governmental immunity.
- O. Contingencies: APPLICANT certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Application and Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Application and Agreement.
- P. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Application and Agreement because of race, color, gender, creed, handicapping condition or national origin.
- Q. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto.
- R. Governmental Immunity: The Laramie County Fair Board and Laramie County do not waive their governmental immunity provided by any law, including W.S § 1-39-101 et seq., by entering into and/or granting this Application and Agreement and the fair Board and County fully retains all immunities and defenses provided by law with regard to any action based upon this Agreement. Further, the fair Board and the County do not waive their governmental immunity under contract, tort or any other applicable theory of law by entering into or granting this Application and Agreement.
- S. Force Majeure: Neither party shall be liable to perform under this Application and Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargos, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.
- T. Notices: All notices required and permitted under this Application and Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties address listed herein, or when personally delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.
- U. Indemnification: To the fullest extent permitted by law, APPLICANT agrees to indemnify and hold harmless the Laramie County Fair, Laramie County and its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with this Agreement. In granting this Application and Agreement, the Fair Board and/or Laramie County may, in its sole discretion, require APPLICANT to show proof of insurance sufficient to cover APPLICANT's obligations pursuant to this clause. No use of buildings or grounds may commence until Laramie County Risk Management has reviewed and approved the insurance coverage obtained or provided by APPLICANT.
- V. Third Party Beneficiary: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Application and Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Application and Agreement shall operate only between the parties to this Application and Agreement, and shall inure solely to the benefit of the parties to this Application and Agreement. The parties to this application and Agreement intend and expressly agree that only parties signatory to this Application and Agreement shall have any legal or equitable right to seek to enforce this Application and Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of it, or to bring action for its breach. This provision is not intended to waive the Fair Board or the County's governmental immunity in any way and shall not be construed to waive said governmental immunity in any way.

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- W. Termination: This Agreement may be terminated (a) by any party at any time for failure of another party to comply with the terms and conditions of this agreement; (b) by the Fair Board or Laramie County with fifteen (15) days prior notice to all other parties; or (c) upon mutual written agreement by all parties.
- X. Availability of Funds: The BOARD’s obligation under this Application and Agreement are conditioned upon the availability of funds which are appropriated or allocated for such obligations. If funds are not allocated and available for the continuance of said obligations the Application and Agreement may be terminated by the BOARD at the end of the period for which funds are available. No penalty shall accrue to the BOARD in the event this provision is exercised, and the BOARD shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.
- Y. Compliance with Law: Both parties shall fully adhere to all applicable local, state and federal laws.
- Z. Understanding and Acceptance: By their execution each party certifies it has read and understood this Application and Agreement, warrants its authority to be bound by this Agreement and agrees to be bound by the terms hereof and have the authority to execute and bind.
- AA. Successors and Assigns: The parties agree all covenants, agreements, conditions and terms contained in this Agreement shall be binding upon, apply and inure to the benefits of the successors and assigns of the respective parties hereto.
- BB. Conflicts: In the event of any conflict between this Application and Agreement and the Attachments ‘A’ and/or ‘B’ to this Application and Agreement, the terms of this Application and Agreement control.

LARAMIE COUNTY FAIR BOARD

The above described uses or those in any attached description are hereby approved in accord with the terms of this Application and Agreement;

By: _____ Date _____
Applicant

By: _____ Date _____
Fair Manager

ATTEST:

By: _____ Date _____
Fair Representative

REVIEWED AND APPROVED AS TO FORM ONLY:

By:
Mark Voss
Laramie County Attorney