

Agreement

The Applicant agrees to pay for any and all damage done to property, facilities, fixtures, or grounds, during the period of set up, use, and tear down, but only to the extent resulting from Applicant's negligent or willful act or omission or the negligent or willful act or omission of Applicant's officers, agents, employees, guests, patrons, or invitees. The Applicant understands and agrees that if such damages occur, the County will send written notification and an itemization of said damages to the address listed in this reservation. If the Applicant does not pay for the damage done within 30 days from the date of such notification, we understand and agree that the County can and may pursue all available legal remedies available for collection of debt. The Applicant understands and agrees that if such collection efforts are thus pursued by the County, the Applicant will be liable for any and all additional costs and expenses associated with such collection efforts, including but not limited to resulting attorney fees, interest and court costs, but only for claims resulting from Applicant's negligent or willful acts or omissions or the negligent or willful act or omission of Applicant's officers, agents, employees, guests, patrons, or invitees.

The Applicant understands that consumption of alcoholic beverages on the premises requires an event permit and is subject to any rules governing alcohol at the fairgrounds. The Applicant understands that NO smoking is allowed anywhere inside the fairground facilities. The Applicant also understands NO substances are to be put on floors without approval from facility staff (e.g. powders, etc. for dances). The Applicant further understands and agrees to clean up the area, including putting away chairs, tables, etc. and to leave the facility in the condition it was in upon arrival, and that all activities and cleanup must be completed and the building vacated by the agreed check-out stated on this reservation. The Applicant understands the check-out must not exceed 10:00 P.M. Sunday – Thursday and 12:00 A.M. on Fridays and Saturdays. **Any other overage of time beyond the check-out time will be billed at a rate of \$45 per hour.**

The Applicant understands a fee is required for all use of the Fairgrounds Facilities except those produced, managed and attended in full by an organization operating in Douglas County and serving youth (17 years of age and younger) who reside in Douglas County. Also, fees may be waived for full charitable events as determined by Douglas County Administrator or Fairgrounds Management. The Applicant also understands that changes and cancellations must be done ONE WEEK prior to reservation date to receive any refund.

The Applicant understands that, in the event of an emergency situation, the Douglas County Sheriff has the authority to cancel, move, or terminate any function in any of the buildings at the Douglas County Fairgrounds, for whatever the Sheriff determines is necessary to carry on the functions of the Douglas County Jail, or public safety issues. It is the Sheriff's prerogative to do so without any notification to the Department of Buildings and Grounds or the groups that may be occupying the building at the time of the emergency.

The Applicant further understands that all buildings at the Douglas County Fairgrounds are subject to entry and inspection by members of the Douglas County Sheriff's Office, other law enforcement agencies, or Fairgrounds Management at any time and without advance notice or warning, and agrees to fully comply with and accommodate their requests for entrance and inspection.

"Release from Liability and Indemnification"

In consideration for and as a condition of the use of the above stated facilities, the Applicant agrees to indemnify and hold harmless the County, its officers, employees, and agents, against any and all claims, demands, causes of action, damages (including damages to County property), costs and liabilities, directly or approximately resulting from or caused by the use and occupation of the facility hereinabove described, whether such use is authorized or not and arising from the negligent or willful act or omission of Applicant or any of its officers, agents, employees, guests, patrons, or invitees, and the Applicant shall at its sole risk and expense, defend any and all indemnified suits, actions or legal proceedings which may be brought against the County, its officers and employees, and we shall pay for any and all damages to the property of County for loss or theft of such property, caused by Applicant, its officers, agents, employees, guests, patrons, and invitees.

The undersigned has received, read and reviewed the Guide for Fairgrounds Rentals Use, understands the conditions and regulations and hereby represent that the undersigned will be present at the facility during its use and agree to use due care to ensure that said regulations are enforced while the facilities is in use. The undersigned further realizes the ramifications of failure to abide by the policies and/or permit requirements.

If the Applicant is not an individual, the person signing this Agreement represents and warrants that he or she has all necessary authority to bind the Applicant to the provisions of this Agreement.

Signature of Applicant

Date

Reservation #

Name & Organization

Approval of Reservation - (MUST be signed by either Douglas County Buildings and Grounds staff person or a member of the Douglas County Commission.)

Date

Reservation Date:
Time of Reservation: From _____ to _____
Maximum # persons attending:
Deposit Amount: \$ _____ Check #: _____
Rental Fees \$ _____ Check #: _____