

Butte County Fairgrounds Rental and Use Agreement

Event: _____

Date: _____

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Event Name: _____

Compliance with Butte County Ordinances:

Please review the Butte County Ordinances located at <http://www.buttesd.org/commission>

Additional contacts:

Names & contact number of event representatives or sub-contractors (i.e. security, garbage, etc.): (if applicable)

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Event Name: _____

Renter Type: Private Government
(Check One) *Categories above defined in the Fairgrounds Guidelines and Information Sheet*

Rental Fees:

	Fairgrounds Facilities	Campground Facilities
Private	\$35 / Hr.	\$45 / Day (RV)
	\$500 / Day	\$20/Day (Tent)
Government Agencies	No charge	No charge

Rental Fees subject to change.

Damage Deposit (Refundable): \$500 minimum (no alcohol) or \$1,000 minimum (serving alcohol)
Key Deposit (One Key or All Keys)(Refundable): \$100.00

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Fairgrounds Facilities	\$ _____	Key Deposit	\$ _____
Campground Facilities	_____	Cleaning/Damage Deposit	\$ _____
Total Fees	\$ _____	Total Deposit	\$ _____

Please write separate checks to Butte County (one check for event and one check for deposits)

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

For Office Use Only:

Date Fees Received _____ Total(s): _____

County Representative: _____ Title: _____

Signature: _____ Date: _____

Acknowledgement of Use Rules and Regulations

1. The Renter assumes responsibility for damage to the rented building(s) and/or area(s) and its amenities during the time of usage, including any time necessary for set-up and clean-up. The Renter will replace or repair, at the Renter's expense, any property damaged beyond normal wear and tear, at the option of Butte County. Liability will be the actual repair or replacement cost and will not be limited to the damage and cleaning deposit. *Initials* _____
2. In the event there is damage to the Fairgrounds or its amenities, Butte County or its appointed agent will notify the undersigned Renter of the nature and extent of the damage. Butte County will provide an appraisal of the repair or replacement within 10 days of the event. The Renter will be billed for any amount that exceeds the damage/cleaning deposit. *Initials:* _____
3. The Renter agrees to leave the building and grounds in as good or better condition at the end of the event. Any additional clean-up required after the event will be billed to the Renter at a rate of \$75.00 per hour per person required to perform the work. *Initials:* _____
4. The Renter is responsible for trash dumpster(s), the removal of the trash, and all costs associated with trash generated from the event. *Initials:* _____
5. I understand and agree: (Please Check Box for your Acknowledgement)
 - The Renter, or his/her designee, must be in attendance at all times during the event.
 - I have read and signed the Alcohol Policy form (if any alcohol will be present).
 - All guests must remain in the vicinity of the building or area rented and are not allowed to roam the Fairgrounds or enter other buildings.
 - Smoking on County property, including the Fairgrounds, is prohibited except in designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, or electronic cigarette on any County property which is not designated a smoking area or in any building or structure.
 - Any open flame or fire is prohibited anywhere on the fairgrounds. This includes candles, campfires, or other open fire sources.
 - The Renter will not allow anyone to interfere with the fire alarm system.
 - All vehicles must be parked in designated parking areas. No vehicles may park in the Fire Lanes surrounding the buildings.
 - The Renter, or his/her designee, will assure that all garbage is placed in containers for the event.
 - The Renter agrees to pay for any damage or cleaning that exceeds the deposit amount within ten (10) days of the date the Renter is notified of any overages.
 - Use of the Pavilion is limited to the main floor only. The upper floor and balcony are specifically off-limits and may not be used or accessed by the Renter or his/her guests.
 - If decorations are used, only painter's tape (low adhesive) can be used on any surfaces. No holes may be made on Fairgrounds property. The Renter must remove all decorations and attachments.

- The Renter will not allow alterations, of any kind, to the buildings or grounds without the express permission of Butte County, or the Commission's Designee. This includes, but is not limited to, installation of equipment, installation of wiring, cable or other devices or any alteration of the building.
- The Exit doors must be unlocked and cannot be blocked during the event.
- Unless otherwise specified by the Butte County Commission, or the Commission's Designee, all events must end by 10:00 p.m. Sunday – Thursday and 12:00 p.m. Friday – Saturday. Depending on the nature of the event, Butte County may require a security presence at the event. Contact Butte County Commission or the Commission's Designee, for more details.
- The Renter will not permit noise that may cause inconvenience, annoyance or alarm to others. Any event that may generate excessive noise must take place between the hours of 7:00 a.m. – 10:00 p.m.
- In case of an emergency, such as a fire, dial 911. In the case of a non-emergency, the Sheriff's Department number is (605) 892-2737 and the Belle Fourche Fire Department number is (605) 892-6237.
- In case of issues related to the Fairgrounds during off business hours such as electrical problems, wastewater issues, lighting problems, property related issues, etc. contact the, the Sheriff's Department number at (605) 892-2737.

6. Outdoor/Animal Events: (Check Acknowledgement)

- The Renter is responsible for removal of all animal waste, feed, straw, and garbage.
- The Renter is responsible for cleaning restrooms after the event (if used).
- The Renter is responsible for cleaning all areas used for the event; including the staging areas, grounds, seating areas, parking areas, and buildings.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Insurance and Liability

Overview:

When the general public uses County facilities for special events which pose a high risk of injury (for example, outdoor recreational activities or athletic events), each participant is required to sign a Waiver of Liability, Indemnification, and Medical Release.

The waiver form may not be significantly modified. It has been written to comply with a 1994 Supreme Court decision, which stated:

- Pre-injury releases are much more likely to be deemed valid and enforceable when they are written on a separate document—that is, not imbedded in an application, rental agreement or sign-up sheet;
- Unless the intention of the parties is expressed in unmistakable language, an exculpatory clause will not be deemed to insulate a party from liability for his own negligent acts...what the law demands is that such provisions be clear and coherent; and
- The more inherently dangerous or risky the recreational activity, the more likely that an anticipatory release will be held valid.

The form can, and should be, modified to specifically identify the activity involved. In the case of a particularly dangerous activity, the level of risk involved should also be stated. For example, it may not be sufficient to name the activity "motorcycle stunts." The release form should specify the level of difficulty of the stunts.

NOTE:

High risk activities warrant the use of either a Facilities Use Agreement which requires the user to carry liability coverage, or participant liability waivers, or both. The process of determining when to require insurance of the user and/or when to require signed waivers of participants can be a difficult one. Unfortunately, with the wide variety of activities, events and facilities across County government, there is no way to establish a standard policy to specifically address all cases. Please contact the Butte County Auditor's Office at 605-892-4485 to determine whether Event Liability Insurance is needed.

The following pages include:

- Facilities Use Agreement Indemnification and Insurance Clause
- Event Sponsor Release and Indemnification Agreement
- Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment
- Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment for Minor(s)

Renter – Release and Indemnification Agreement

This is a Release of Liability Indemnification Agreement. The Renter must read carefully before signing.

In consideration for being permitted to engage in the following special event activities at the Butte County Fairgrounds property (describe event activities in detail):

The Renter hereby acknowledges, represents, and agrees as follows:

- A. We understand that the above-described activities may be dangerous and do, or may, involve risks of injury, loss or damage to us and/or third parties. We further acknowledge that such risks may include but may not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

Initials _____

- B. If required by this paragraph, we agree to require each participant in our special event to execute a RELEASE AND INDEMNIFICATION AGREEMENT for ourselves and for Butte County, on a form approved by the County. Contact the Butte County Auditor's Office at 605-892-4485 to determine if a RELEASE AND INDEMNIFICATION AGREEMENT is required.

Participant Release and Indemnification required? YES _____ NO _____

Initials _____

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to Butte County for the duration of the above-described activities.

Initials _____

- D. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, we hereby expressly assume all such risks of injury, loss, or damage to us or any other related third party arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Butte County, its officers, its employees, or by any other cause.

Initials _____

✓ By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release and discharge Butte County, its officers, and its employees, from any and all claims, demands and actions for such injury, loss, or damage, arising out of, or in any way related to, the above described activities, whether or not caused by the act, omission, negligence, or other fault of Butte County, its officers, its employees, or by any other cause.

Initials _____

F. We further agree to defend, indemnify, and hold harmless Butte County, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims and demands, including any third party claim asserted against Butte County, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage; including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other kind of loss of any kind whatsoever, which arises out of or are in any way related to the above described activities. Whether or not caused by our act, omission, negligence, or other fault of Butte County, its officers, its employees, or by any other cause.

Initials _____

G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I/we hereby acknowledge and agree that said agreement extends to all acts, omissions, negligence, or other fault of Butte County, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as permitted by the laws of the State of South Dakota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Initials _____

H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of South Dakota, and that jurisdiction and venue for any suit of cause of action under this agreement shall lie in the courts of Butte County, South Dakota.

Initials _____

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, our successors, representatives, heirs, executors, assigns, and transferees.

Initials _____

THIS RELEASE AND INDEMNIFICATION AGREEMENT is hereby executed by the Renter. If the Renter is an organization or corporation, this **RELEASE AND INDEMNIFICATION AGREEMENT** is executed by the undersigned party, who represents that he or she is properly authorized to bind the Renter to this **AGREEMENT**.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment

By my signature below, I acknowledge that I am aware of, appreciate the character of, and voluntarily assume the risks involved in participating in (describe event activities in detail)

By my signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:

1. Waive any claim or cause of action against and release from liability Butte County, its officers, employees, and agents for any liability for injuries to my person or property resulting from my participation in the activity listed above;
 2. Agree to indemnify and hold harmless Butte County, its officers, employees and agents for any claims, causes of action, or liability to any other person arising from my participation in the activity listed above; and
 3. Consent to receive any medical treatment deemed advisable during my participation in the activity listed above.
-

I have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement, and Consent to Medical Treatment. I and fully understand its terms, understand that I have given up substantial rights by signing it. I have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me, and intend my signature to be complete and unconditional release of liability to the greatest extend allowed by law.

Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment (Minor child/Parent or Legal Guardian)

By our signatures below, we acknowledge that we are aware of, appreciate the character of, and voluntarily assume the risks involved in participating in (describe event activities in detail)

By our signatures below, on behalf of ourselves, our minor child, our heirs, next of kin, successors in interest, assigns, personal representatives, and agents, we hereby:

1. Waive any claim or cause of action against and release from liability Butte County, its officers, employees, and agents for any liability for injuries to person or property resulting from participation in the activity listed above;
2. Agree to indemnify and hold harmless Butte County, its officers, employees, and agents for any claims, causes of action, or liability to any other person arising from participation in the activity listed above;
3. Consent to receive any medical treatment deemed advisable during participation in the activity listed above; and
4. Acknowledge that we are signing below as a minor child and as the parent or legal guardian of the minor child named below.

I have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment. I fully understand its terms, understand that I have given up substantial rights by signing it. I have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me, and intend my signature to be complete and unconditional release of liability to the greatest extent allowed by law.

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Butte County Fairgrounds Building Rental Rules

***Building Rental Rules only apply if the event is utilizing any structure on the premises.**

In addition to the rental agreement, the following rules are in force:

- No fog machine or similar device may be used in the buildings as they will set off the smoke alarms.
- No alcohol is allowed on any portion of the Fairgrounds unless the Butte County Commission, or its authorized representative, has given consent, and the Alcohol Policy has been signed and approved. The presence of alcohol without the prior written consent of the Butte County Board of County Commissioners shall result in loss of any and all security deposit.
- No nails, staples, or tacks may be used to affix any item to any County property. Painter's tape (low adhesive) is allowed.
- All decorations must be flame retardant in accordance with fire code.
- All exit lights must remain uncovered and visible.
- No smoking is allowed on any county property, including buildings or structures; except in designated smoking areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette or other smoking equipment on county property.
- No open flame or open fire sources are allowed on county property, including candles, sparklers, or other sources of flame.
- Propane usage is allowed with prior consent of Butte County, or its authorized representative.
- Clean up after your event, including but not limited to:
 - Sweep floors & mop spills
 - Empty trash in building & dispose of in receptacles outside
 - Sweep and mop restrooms & wipe down all counter-tops, sinks, toilets
 - Take down any and all decorations and remove tape
 - Pick up trash within the entire Fairgrounds
 - Remove all banners
 - Clean and dispose of all manure
- Butte County, or its authorized representative, will return any Deposit after the Fairgrounds and facilities are inspected, and no deficiencies have been reported.

I have read and understand these rules.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Responsibilities to and of the Concessionaire

- A. The Concessionaire shall sell quality food and beverages; schedule and provide full maintenance of the concession premises; employ, train, and supervise personnel with appropriate qualifications and experience to assist in such functions; perform or supervise employees in the performance of all other tasks related to the operation, maintenance of the concession premises; and pay for and obtain all licenses and permits necessary for the operation of the concessions granted. The Concessionaire may offer the sale of additional items from the Concession Premises but shall be limited to food and beverage and approved by Butte County or its authorized representative.
- B. The Concessionaire shall not sell alcohol of any kind. Alcohol during events held at the Butte County Fairgrounds is the sole responsibility of the Event Organizer. The event organizer will have access to the coolers and the outside bars in the facility.
- C. Concessionaire shall at its own expense, at all times, keep the Concession Premises, and areas within twenty-five (25) feet, in a neat, clean, safe, and sanitary condition; and keep the glass of all windows and doors serving such areas clean and presentable. Concessionaire shall furnish all cleaning supplies and materials needed to operate such areas in the manner prescribed in this agreement; Concessionaire shall provide or perform all necessary janitorial service to adequately maintain the inside and outside of such areas including concession seating. Concessionaire shall be responsible for keeping the areas within twenty-five (25) feet of the perimeter of such areas free of litter and clean of spills resulting from concession operations. The concessionaire shall be obligated to maintain a regular cleaning schedule, as well as a regular schedule for pest extermination services.
- D. Concessionaire shall maintain garbage collection within the concession premises and within twenty-five (25) feet of the premises. All garbage shall be disposed into a dumpster provided by the Event Organizer. The Concessionaire shall NOT pay for garbage service during events.
- E. Concessionaire shall be open for business during all special events approved by Butte County, where the concession service is requested for the Butte County Fairgrounds. If the event organizer is not requesting concession services, the event organizer cannot bring in other vendors to provide food and beverage for the event. The hours of operation of the concession premises shall coincide with the hours of the event scheduled and the hours of operation shall be coordinated between the Concessionaire and the Event Organizer.

Part of the facility use agreement is a guaranteed \$250.00 per day to the Concessionaire, when concessions are requested by the Event Organizer. If the event does not produce \$250.00 per day, the event organizer shall be required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed \$250.00 per day.

I have read and understand the responsibilities to and of the concessionaire as they relate to the rental agreement and the use of the Butte County Fairgrounds.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Alcohol Policy for Facility Rentals

Alcohol is not allowed in any building or on the grounds of the Butte County Fairgrounds including the parking area without the expressed, written, consent of Butte County Commission. To obtain permission to serve alcoholic beverages the Butte County Commission **MUST** be contacted, in writing, through the Butte County Auditor at auditor@buttesd.org or by telephone at 605-892-4485. Alcoholic beverages are **NOT** permitted outside of the Fairgrounds.

The sale of alcoholic beverages may be allowed by acquiring a special alcoholic beverage license in accordance with South Dakota Codified Law Title 35. This application can be obtained from the Butte County Auditor. The process to obtain alcohol licenses may take up to forty-five (45) days.

Beer, wine and wine cooler type alcoholic beverages are the only types of alcoholic beverages allowed on the Fairgrounds property. Any "hard" or "mixing" type alcoholic beverages, including spirits and liquor, are **NOT** allowed on the Fairgrounds property during any special event.

If the undersigned represents a Private Party, the serving of alcoholic beverages is allowed without a special alcoholic beverage license, provided that the event is invitation only, not open to the public, no public advertising, and no money is involved (no cash bars, no donation and the cost of the alcohol cannot be hidden in an entry fee). Again, alcoholic beverages are **NOT** permitted outside of the Fairgrounds. The Chairman of the Butte County Commission **MUST** be contacted, as provided above. After a review of the request for the serving of alcoholic beverages, the Butte County Commission will approve or disapprove of the request. The User will receive notification in written form from the Butte County Commission or its action.

The presence of alcohol without the prior written consent of the Butte County Board of County Commissioners shall result in loss of any and all security deposit, without prior written notice.

For those functions where consent has been given the following rules must be followed:

- The User will also, at their expense, provide adequate licensed certified security to cover the event. The User must provide Butte County with the name(s) of any security, and a copy of their certification. Any Security must agree not to drink alcohol themselves.
 - Butte County or its authorized representative will not issue keys for the facilities (i.e. Pavilion/bathroom) until this information is received and confirmed.
 - The User is solely and wholly responsible to ensure all rules and regulations in regards to the serving of alcohol are followed.
- YES, we will have alcohol at the contracted event and will abide by the Fairgrounds Alcohol Policy.
- NO, we will not have alcohol at the contracted event and agree to police the buildings and parking area to ensure no alcohol is present at the event.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

General Business within the Fairgrounds

1. If you will be selling any items (tangible personal property), you and any vendors must present a copy of South Dakota Sales Tax Licenses to the Butte County Auditor. For information on sales tax licensing contact the following:

South Dakota Department of Revenue Office
445 East Capitol Ave
Pierre, SD 57501-3185
(605) 773-3311

Initials _____

2. If vendors will be used during an approved event at the Butte County Fairgrounds, all vendors shall comply with all County Ordinances and South Dakota Codified Law. In addition, vendors may be limited to designated areas as provided and approved by Butte County, or its authorized representative. As the Renter, you must certify that you understand the laws related to general business and vending within the Butte County and the State of South Dakota.

Initials _____

3. As the Renter, you shall ensure all sales from any proposed business activities (vendors or the event itself) will not compete with products sold from the concession facility and the concessionaire provided through Butte County.

Initials _____

4. The Renter acknowledges that Butte County has contracted a concessionaire to operate concession spaces within the Butte County Fairgrounds. The responsibilities in regards to the concessionaire and the concession space have been provided and are understood by the event organizer.

Initials _____

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

For Office Use Only:

Sales Tax Number (If Applicable): _____

Date Fees Received: _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

County Equipment and Services

Limitations on the Provision of County Services; Cost and/or Fees

- A. Approval for use of the Butte County Fairgrounds does not obligate or require Butte County to provide services, equipment, or personnel in support of an event.
- B. If County services, equipment, or personnel are necessary to support of an event, the Butte County Commission will charge the Renter a cost determined by the Department Head in supervision of the services provided. The cost for use of equipment, personnel, and services is determined prior to submittal of application. Additional services requested during the event will incur addition costs. ***ONLY the Department Head in supervision of the services provided shall approve additional services requested!*** Additional costs, if applicable, shall be mutually agreed upon prior to service and paid for prior to the service provided.
- C. Prior to submitting this application, the Renter must meet with the proper County Department Head to determine costs and availability of services requested. A letter from the appropriate County Department stating the total costs and services available must be submitted with the application, along with payment for the services with the entire application.

Equipment and Services Provided (Included in Rental Fees)

- Electricity (existing facilities only – additional power is the responsibility of the Renter, with approval from Butte County, or its authorized representative)
- Water and Sewer (existing facilities only – additional services are the responsibility of the Renter, with approval from Butte County or its authorized representative)
- Yard Hydrants (water sources) – The County has several yard hydrants available upon request throughout the property; however, hoses, stock tanks, etc. are the responsibility of Renter.
- Restrooms – Restrooms are available for events however, the cleaning of the restrooms is the responsibility of the Renter. In addition, if the existing facilities are not adequate for the projected number of patrons, additional facilities are the responsibility of the Renter.

Equipment and Services upon Request and Availability with Cost (NOT Included in Rental Fees)

- Fire hydrants will NOT be available for event usage at any time and shall be kept clear for access in case of emergency.
- Additional services not specifically listed below shall be considered, evaluated, and determined if Butte County will provide the service. If the service can be provided a cost, if required, will be determined in writing prior to the event.

General Fairgrounds Services:

- Garbage pick-up
- Costs for emptying dumpsters if utilized

Renter Reference Sheet

Renter/Organization Name: _____

Requirements (If first time renter):

- 3 References
- References cannot be a part of your organization or event
- Each Reference must have complete information

The Butte County Commissioners or its authorized representative may contact references to evaluate your performance as a renter.

1) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

2) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

3) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

I have read the foregoing rental agreement and all of the attachments as well as the use guidelines and information attached hereto, and incorporated herein by this reference. I fully understand my rights and obligations in connection with use of the Butte County Fairgrounds.

RESERVATIONS WILL NOT BE CONFIRMED UNTIL THE SIGNED FACILITY USE AGREEMENT AND FULL PAYMENT IS RECEIVED.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Daytime Phone Number: _____

Date of your Event(s): _____ Group/Event Name: _____