

**ALBANY COUNTY FAIRGROUNDS  
FACILITIES RENTAL AND USE AGREEMENT**

**THIS AGREEMENT** (hereinafter referred to as “Agreement”), effective as of the last of the dates executed below (“Effective Date”), is made and entered into by and between the Trustees for the Albany County Fair Board, a body corporate formed and operating in accordance with Wyoming Statutes § 18-9-102 et seq., (hereinafter referred to as “ACFB”) whose address is 3510 South Third Street, Laramie, Wyoming 82070, and \_\_\_\_\_ (hereinafter referred to as “User”), whose address is \_\_\_\_\_.

ACFB’s designated representative is Taylor Haley, Fairgrounds Manager, whose telephone number is (307) 742-3224, and email address is [manager@albanycountyfair.org](mailto:manager@albanycountyfair.org). User’s representative is \_\_\_\_\_, whose telephone number is \_\_\_\_\_, and email address is \_\_\_\_\_.

**WHEREAS**, the ACFB oversees certain county facilities as described in this Agreement which, from time to time are available for rent; and

**WHEREAS**, User desires to rent certain ACFB premises for the purposes herein contained.

**NOW THEREFORE**, in consideration of the mutual covenants the ACFB and User agree to the rental of ACFB facilities and/or use of ACFB services as follows:

**1. Grant.**

**1.1.** ACFB hereby grants permission to User to use and occupy those certain ACFB Facilities (“Facilities”) at those certain rates as both are defined in the Facilities Use and Rate Sheet, which is attached hereto as Exhibit 1 and incorporated herein by reference.

**1.2.** User intends to use the Facilities for the sole purpose of \_\_\_\_\_, which is to be held beginning at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, 202\_\_ and ending at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, 202\_\_, for a total of \_\_\_\_\_ days (all of which may be referred to herein as “Event”).

**1.3.** Without prior written permission from ACFB:

**1.3.1.** User is not authorized to set up for its Event prior to the beginning date and time listed above; and

**1.3.2.** User must complete its clean up after the event and remove all of its property and any additional structures utilized for its Event from ACFB property prior to the ending time and date listed above.

1.4. Failure to adhere to the ending date and time referenced herein will result in User being charged additional rental amounts for the time before the stated beginning and/or after the stated ending of its Event.

**2. Term.**

2.1. This Agreement shall not be effective until ACFB's receipt of a fully executed Agreement and User's payment of the required deposit. This Agreement shall remain effective through the end of the Event unless otherwise terminated pursuant to provisions herein.

**3. Fee and Deposit.**

3.1. The User agrees to pay to ACFB the rental and deposit fees as both listed on Exhibit 1.

3.1.1. The deposit is payable in full at the time of execution of this Agreement.

3.1.2. The rental amount is payable in full prior to the start of the Event.

3.2. Should User request changes to this Agreement or its Exhibit 1 after its execution, any additional rental fees or costs will be invoiced to User separately at the rate in effect at the time of the requested change and will not become effective until payment for said changes is received by ACFB.

**3.3. Return/Retention of Deposit.**

3.3.1. The deposit shall secure the performance of User's obligations under this Agreement. User understands the deposit cannot be used in lieu of any rental payment. If at the end of the Event the Facilities are satisfactorily clean, there is no damage beyond ordinary wear and tear, and all payments and other charges have been fully paid, the deposit will be refunded, in whole or in part, within thirty (30) days following the end of the Event and the return of all keys, if any. ACFB may retain part or all of the security deposit to cover costs of cleaning inside the Facilities, around the exterior of the facilities and/or parking lots, damage, and repairs. ACFB will send a statement detailing the reasons for the retention of any portion of the deposit and any remaining deposit, to User at the address provided herein. If the deposit does not cover all costs, including a ten percent (10%) administrative overhead charge above the actual cost of cleaning and repairs, User agrees to pay any additional amount, which will be immediately due and payable.

**4. Cancellation.**

4.1. If User requests cancellation of the Event 14 days or more before its start date, the ACFB shall deduct all reasonable expenses incurred in preparing for User's Event from the deposit and shall return the remainder of the deposit to User within 14 days of cancellation.

**4.2.** If User cancels Event within 14 days of its start date, ACFB shall retain all of User's deposit as partial satisfaction of lost rental revenue due to User's cancellation of its Event. However, should ACFB be able to rent any portion of the Facilities that had been reserved for User's Event during what would have been User's Event, ACFB will refund to User the amount of the deposit for the re-rented portion of the Facilities.

**5. General Facilities Requirements and Information.**

**5.1.** User shall be permitted to use the Facilities designated on Exhibit 1 for the sole purpose of its Event.

**5.2.** ACFB reserves the right to rent or use any of its Facilities not rented by User during User's Event.

**5.3.** User shall ensure all guests, participants, and invitees park in designated parking areas only. Any vehicles blocking fire lanes, access, or parked in unauthorized areas are subject to being towed at the owner's expense and without further notice. A map with designated parking areas is attached as Exhibit 2.

**5.4.** User and its guests, invitees, and participants shall not interfere with, obstruct, or restrict access to or from any fire lanes, emergency entrances or exits from ACFB Facilities or grounds.

**5.5.** ACFB will not rent nor make available to other organizations or renters any part of its Facilities that would unduly interfere with User's Event. Whether or not an event unduly interferes with User's Event shall be determined in the sole discretion of the ACFB or its staff.

**5.6.** User shall not cause or allow any unreasonably loud noise or activity in or outside of the Facilities that might disturb the rights, comforts, and conveniences of other persons on ACFB grounds. For example, music within the Facilities should not be able to be clearly heard from the parking lot of that Facility.

**5.7.** Unless provided for in Exhibit 1, User shall ensure none of its guests, invitees, or participants remain on ACFB property overnight and or pen out animals overnight.

**5.8.** User shall not interfere with, obstruct, or restrict the access of any other authorized users of ACFB Facilities.

**5.9.** By occupying the Facilities, User is deemed to have accepted the Facilities as suitable for its purposes.

**5.10.** ACFB agrees to have the Facilities rented by User pursuant to this Agreement clean and property prepared prior to the Event's start time.

**5.11.** User is responsible for setup and returning facilities to like condition after the conclusion of the Event.

**5.12.** Absolutely no open flames are allowed inside ACFB Facilities without prior written approval from ACFB. Fryers and BBQ grills are allowed outside but must remain eight (8) feet away from any structure.

**5.13.** No duct tape or Command Strips shall be used on the floors, walls, tables, chairs, or windows of the Facilities.

**5.14.** If User is selling alcohol in conjunction with its Event, a copy of User's beverage permit must be provided to ACFB prior to the start of the Event.

**5.15.** No hay or straw bales are allowed in the building without prior approval from ACFB.

**5.16.** Smoking is not permitted within any ACFB Facilities.

**5.17.** No additional structures may be erected or utilized on ACFB property in conjunction with the Event without prior written approval from ACFB this includes, but is not limited to, temporary structures, tents, and mobile structures.

**5.18. General Facilities Requirements and Information Acknowledgment by User:** \_\_\_\_\_

**6. Responsibilities of User.** In addition to User's responsibilities outlined within Section 5. above, User shall additionally be responsible for the following:

**6.1. Licenses And Permits.** User agrees to obtain all legally required permits necessary including, but not limited to, health, tent, and licenses required while in use of the facilities. User agrees to provide security for the events it holds on the Fairgrounds. User is responsible for the safe and legal distribution of any alcohol provided or made available for sale at the Event.

**6.2. Concession Sales.** User retains all rights to concessions in the leased area and may sublease or rent space to outside vendors.

**6.3. Technical Requirements.** All technical requirements for events and plans pertaining to the Event must be provided to the Fairgrounds Manager within two (2) weeks of Event start date. Failure to meet this requirement may result in equipment and services being unavailable. User is responsible for ensuring all of its equipment is in safe and working condition. ACFB reserves the right to spot check equipment and reasonably reject its use if it is found to be unsafe. All technical requirements, riders, plans must be approved by the ACFB prior to the Event, such approval will not be unreasonably withheld.

**6.4. Alteration, Decorations, and Damage.** User will make no alterations or changes to Facilities without advance consent of ACFB or the Fairgrounds Manager. Any unauthorized alterations will be returned to its original condition at the expense of User at the conclusion of the use of Facilities under this Agreement. User agrees not to occupy, use, or permit the Facilities to be used for any purpose except as in this Agreement. User shall not injure, mar or in any way deface the Facilities and shall not cause or permit anything to be done whereby the Facilities shall be in any manner injured, marred or defaced and will not drive or permit to be driven nails, hooks, tacks, or screws into any part and will not make or allow to be made any permanent alterations of any kind therein. User is liable for all damages resulting from participant and/or guest utilization of the facilities and services provided by ACFB. ACFB assumes no responsibility for loss or theft of personal property of User or any of its participants or guests.

**6.5. Equipment.** User agrees that it will not use ACFB's equipment, tools or furnishings located in or about Facilities, without first seeking and receiving written approval from ACFB.

**6.6. Fire or Flame Usage.** User agrees that it will not use fire or flame within the Facilities without prior approval of the Fairgrounds Manager.

**6.7. Event Insurance.** For the duration of the Event, User shall maintain the following insurance:

**6.7.1. Commercial General Liability Insurance.** User shall provide coverage, during the entire term of the Event, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, in an amount not less than two hundred fifty thousand dollars (\$250,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) general aggregate.

**6.7.2. Coverage.** All policies required under this Agreement shall be in effect for the duration of the Event provided in this Agreement. All policies shall be primary and not contributory and shall name ACFB as an additional insured. User shall pay the premiums on all insurance policies and insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least ninety (90) days advance written notice to ACFB.

**6.7.3. Certificate of Insurance.** At least one week prior to the start date of the Event, User shall provide ACFB with proof of the required insurance coverage as outlined herein. Failure to provide such proof may result in ACFB's cancellation of the Event.

**6.7.4. Event Insurance Acknowledgment by User:** \_\_\_\_\_

**6.8. Sublease.** Except for temporary vendors at the Event, as provided for above, User may sublease all or a portion of the Facilities only if User obtains the written permission of ACFB in advance.

**6.9. Responsibilities of User Acknowledgment by User:** \_\_\_\_\_

**7. Responsibilities of ACFB.**

**7.1.** ACFB will provide the Facilities and services for the Event as outlined in Exhibit 1. Also, ACFB will provide at its own expense power, building lighting, heat (where available), and general supervision/guidance of the Facilities.

**7.2.** ACFB shall make available the ACFB Grounds Manager to assist with use of Fairgrounds equipment and machinery according to rates on Exhibit 1. User shall provide written notice in advance of its needs and requests of equipment and services to accommodate events and programming at the Event.

**7.3.** The Facilities shall be at all times under the control of the ACFB and its authorized agents. The right is reserved at all times for any and all employees of the ACFB so designated by the ACFB to enter the premises. The Facilities will not be made available, nor shall an event begin, without the express permission of the Fairgrounds Manager.

**7.4.** Upon payment in full of the rental amount or 48 hours prior to the start date of the Event, whichever occurs later, ACFB will provide User with a code to access the Facilities during its Event. The access code will be effective for the duration of the Event.

**7.5.** If any keys are necessary for the Event, they will be provided to User at the start of the Event. All keys shall be turned into the Fairgrounds Manager immediately upon the completion of User's Event. Lost or unreturned keys or the substitution of keys will result in a one hundred dollar (\$100.00) per set re-keying charge.

**8. General Provisions.**

**8.1. Amendments.** Any changes, modifications, revisions or amendments to this Agreement must be written, mutually agreed upon by the parties to this Agreement, and executed and signed by all parties to this Agreement.

**8.2. Applicable Law/Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

**8.3. Compliance with Laws.** All parties are expected to comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

**8.4. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the

party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**8.5. Independent Contractor.** User shall function as independent contractor for the purposes of this Agreement and shall not be considered an employee of ACFB for any purpose. User shall assume sole responsibility for any debts or liabilities that may be incurred by User in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing User to incur any obligation of any kind on the behalf of ACFB or its staff. User agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to ACFB employees will inure to the benefit of User or User's agents and/or employees as a result of this Agreement.

**8.6. Sovereign Immunity.** Neither Albany County, Wyoming nor ACFB waives their sovereign or governmental immunity by entering into this Agreement and specifically retain immunity and all defenses available to ACFB and Albany County, Wyoming as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

**8.7. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of the Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

**8.8. Kickbacks.** User certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If User breaches or violates this warranty, ACFB may, at its discretion, terminate this Agreement without liability to ACFB.

**8.9. Notice.** All notices and invoices required in this Agreement shall be in writing, properly addressed to the liaison above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Services are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

**8.10. Nondiscrimination.** User shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), and the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, et seq. User shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Agreement.

**8.11. Americans with Disabilities Act.** User warrants that it will occupy Facilities and conduct its activities in a manner that complies with all applicable provisions of the Americans with Disabilities Act (ADA) and the Rehabilitation Act. Specifically, during the time of its occupancy of Facilities for the Event, User agrees to provide auxiliary aids and services as provided for under the ADA whenever such services are required for the events at the leased Facilities. User will make every effort to make Facilities accessible for the Event and activities held under this Agreement by removing barriers wherever reasonable (after prior consultation and consent of ACFB for removal of any physical barriers) and will provide alternative aids and services wherever barriers cannot be reasonably removed. User agrees to indemnify ACFB, its agents and employees from any claims, losses, suits, proceedings, damages or liabilities, including attorney's fees, that arise out of or based on the grounds that Facilities or service provided by User failed to comply with the applicable provisions of the ADA or any other applicable law incurred by User in connection with investigation of defending against such claims, losses, suits, proceedings, damages or liabilities as and when such expenses are incurred. ACFB reserves the right to settle any claim, proceeding or suit at any time.

**8.12. Assignment.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party.

**8.13. Default.** In the event the User defaults in the performance of any of the terms of the agreement, ACFB, at its option, may terminate the same, in which case any deposit made by User shall be retained and considered as liquidated damages.

**8.14. Occupancy Capacity.**

**8.14.1.** If utilizing the Activity Building, User shall ensure that any setup is consistent with the Activity Building Occupancy Levels and Fire Egress as outlined in the attached Exhibit 3.

**8.14.2.** Persons will not be permitted in the Fairgrounds in excess of the established occupancy of 2,500 persons at Rodeo Arena.

**8.14.3.** Failure to adhere to occupancy capacity limits or the fire egress designations may result in User being unable to utilize ACFB Facilities in the future.

**8.14.4. Occupancy Capacity Acknowledgment by User:** \_\_\_\_\_

**8.15. Damage.** User shall be responsible for any and all damage which may occur to Facilities or ACFB's property or any portion thereof during the term of this Agreement caused by any act or omission of User, its' members, volunteers, concessionaires, invitees, or guests excluding normal wear and tear.

**8.16. Liability and Indemnification.** User agrees to conduct its activities upon the Facilities so as not to endanger any person lawfully thereon. Each party to this agreement



shall assume the risk of liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

**8.17. Violation and Removal from Facilities.** If at any time the use of the Facilities by User violates an applicable ordinance or law of the City of Laramie, Albany County, State of Wyoming or the United States of America, User shall either cease and desist from continuing such use or surrender the Facilities forthwith upon the demand of ACFB. ACFB retains the right to require User or any of its participants, guests, or subcontractors, to leave ACFB’s premises if ACFB in its sole discretion feels that circumstances require it.

**8.18. Prior Approval.** This Agreement shall not be binding upon either party, and no services shall be performed under the terms of this Agreement, until this Agreement has been reduced to writing, approved by ACFB and User, and signed by their respective representatives.

**8.19. Entirety of Agreement.** This Agreement, consisting of nine (9) pages, Exhibit 1 entitled Facilities Use and Rate Sheet consisting of three (3) pages, Exhibit 2 Parking Map consisting of one (1) page, and Exhibit 3 Activity Building Occupancy Levels and Fire Egress consisting of one (1) page represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**8.20. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to renegotiate the terms affected by the severance.

**8.21. Time is of the Essence.** Time is of the essence in all provisions of the Agreement.

**8.22. Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.

**8.23. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach.

**IN WITNESS WHEREOF,** the ACFB has caused this Agreement to be signed and executed on its behalf by the Fairgrounds Manager and the User has caused this Agreement to be signed and executed on the day and year corresponding to their signatures below.

**ALBANY COUNTY FAIR BOARD**

By: \_\_\_\_\_  
Taylor Haley, Fairgrounds Manager

\_\_\_\_\_  
Date

**USER**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

ACFB Initials: \_\_\_\_\_

User Initials: \_\_\_\_\_