



JEFFERSON COUNTY

Recreation Park

Use Agreement Application



Return Application to: *Jefferson County Clerk & Recorder's Office, P.O. Box H, Boulder, MT 59632*
Questions: (406) 225-4020. You will be contacted by telephone if there are questions about your application.

| | | |
|--|--------------------|------------------|
| Application Date: | | |
| Name of Group/Individual: | | |
| Name of Responsible Party: | | |
| Driver's License No: | | Birthdate: |
| Mailing Address: | | |
| Street/Physical Address: | | |
| City: | | State: Zip: |
| Contact Phone: | Day: () | Evening: () |
| Email Address: | | |
| Dates Requested: (Please verify availability of requested with the Clerk and Recorder's Office) | | |
| Time: | From: A.M. or P.M. | To: A.M. or P.M. |

Payment of a non-refundable \$50.00 reservation fee is required when requesting dates and rental space at the Jefferson County Recreation Park. (See #13 – Recreation Park Use Agreement)

The Park is reserved for the Jefferson County Fair and Rodeo from Monday preceding the Fair to Monday following the Fair. ANY use of the grounds during this period must have prior Fair Board approval.

Volunteer Hall multiple use fees are by honor. If you abuse this, you will be charged full use fees and could have future facility uses.

There are two restrooms serving the grounds. Park restrooms are located near the main park entrance, on the south side of the Park near the Bike Barn, and at the west end of the Volunteer Hall. The restrooms near the Bike Barn are open at all times starting approximately April 15 through October 1, depending on the weather. Hall restrooms are open only when paid for in this agreement. The user fee defrays the cost of pumping the holding tank.

Volunteer Hall: The Volunteer Hall is heated, has restrooms, concrete floor and has handicap access. There are 112 folding chairs and 16 6'-tables. WiFi is available on site. There is a warming kitchen with 2 stoves, 2 commercial refrigerators, commercial freezer, large sink, microwave, and coffee percolators. Overall dimensions of non-kitchen area: 25' x 55'.

Loafing (White) Barn: The Loafing Barn has a concrete floor, open area with 23 picnic tables, small stage, 2 coolers and a counter for selling beverages. Additional tables and chairs are available on request. The overall dimensions: 75' x 80'.

Red Barn: The Red Barn has tables and chairs, a small cooler, and 3 shelf displays tiers. The overall dimensions are 34' x 36' on the main floor.

| Facility | Fee Per Day | Damage Deposit Per Day | # Days | Circle Days |
|--|---------------------|------------------------|--------|-----------------|
| Volunteer Hall (includes restrooms) ** capacity ns 207 s 96 | ½ Day = \$75.00 | \$200.00 | | S M T W Th F Sa |
| | Full Day = \$150.00 | \$200.00 | | S M T W Th F Sa |
| Volunteer Hall without Kitchen (includes restrooms) | ½ Day = \$50.00 | \$200.00 | | S M T W Th F Sa |
| | Full Day = \$100.00 | \$200.00 | | S M T W Th F Sa |
| Tables and chairs in Volunteer Hall <u>CANNOT</u> be moved to another building. | | | | |
| Setup / Takedown is ½ of the rental fee per day. | | | | |
| Red Barn ** capacity ns 128 s 59 | \$50.00 | \$100.00 | | S M T W Th F Sa |
| Loafing Barn (White) ** capacity ns 600 s 366 | \$300.00 | \$200.00 | | S M T W Th F Sa |
| Gazebo, <i>includes picnic area</i> | \$50.00 | \$50.00 | | S M T W Th F Sa |
| Carousel-Park Fee Only (see Rule #26) | \$50.00 | \$50.00 | | S M T W Th F Sa |
| Concession Stand | \$90.00 | \$100.00 | | S M T W Th F Sa |
| Rodeo Arena Facility * must carry event insurance ** arena maintenance must be authorized by the Fair Board – see Use Agreement | \$80.00 | \$200.00 | | S M T W Th F Sa |
| Grounds - Undeveloped Park Grounds i.e., concert in field | \$100.00 | \$100.00 | | S M T W Th F Sa |
| Volunteer Hall Restrooms | \$86.00 | \$100.00 | | S M T W Th F Sa |
| Overnight Camping - No utilities | \$15.00 | None | | S M T W Th F Sa |
| Overnight Camping - 30 amp | \$20.00 | None | | S M T W Th F Sa |
| Horse Boarding Per Night | \$15.00/per horse | None | | S M T W Th F Sa |
| Horse Boarding 5 or More | \$70.00 per night | None | | S M T W Th F Sa |
| Livestock or animals <u>must</u> have prior approval of Fair Board, extra charges may apply. | | | | |
| ** Occupancy estimated depending on event ns = non-seating / s = seating setup IBC non-concentrated: 7sq. ft. per person non-seating / 15 sq. ft. per person seating. | | | | |

Please note: Applicants are only allowed to use the facilities they have rented.

| Additional Event Exposures: | YES | NO |
|---------------------------------------|-----|----|
| Vendors/Concessionaries/Exhibitors | | |
| Liquor Served | | |
| Liquor Sold | | |
| Food & Non-Alcoholic Beverages Served | | |
| Food & Non-Alcoholic Beverages Sold | | |

Number of people per day: _____ **Entertainment Activities:** _____

RECREATION PARK USE AGREEMENT – Please read carefully

1. User agrees to faithfully and promptly perform all of the terms and conditions of the Agreement and in the event of User’s failure to do so, this agreement shall be cancelled and the tenancy reserved herein shall be terminated. The User will surrender possession of the premises immediately, and User shall be precluded from entering into future User Agreements with Jefferson County Fair Board for at least one year.
2. Neither this tenancy nor this Agreement or any portion thereof shall be assigned or sublet without prior written consent of Jefferson County Fair Board.
3. A cleaning/damage deposit has been paid, the receipt whereof is acknowledged. Said sum shall be returned to User at the termination of this Agreement or the tenancy, if the premises are surrendered to Jefferson County Fair Board in the same condition as when leased. Ordinary wear and tear excepted. In the event the premises are damaged in any manner or not cleaned, Jefferson County Fair Board shall retain the deposit, or a portion thereof in an amount sufficient to pay the cost of the repair or cleaning thereof. If the cost of the damages exceeds the deposit the County reserves the right to pursue legal action for said costs.
4. Violation by User or User’s guests of any City, County, State or Federal ordinance, statute, law, regulation, or rule shall authorize Jefferson County Fair Board to immediately terminate the Agreement without notice.
5. Jefferson County and/or the Fair Board shall not be responsible for fire, theft, or damage to personal property or personal effects brought into, or stored in the leased premises, by User or any of User’s guests, licenses, or users.
6. Only the number of persons allowed by the fire department regulations or any applicable State, local, building, or fire codes, shall be allowed by User to be in or use the leased premises at any given time.
7. Jefferson County Fair Board/Caretaker shall have the right to enter the leased premises at any and all times for the purpose of determining whether the premises are being used in accordance with the terms of the Agreement.
8. The User understands and agrees that if alcoholic beverages are to be sold on the premises, a Montana State Liquor Permit and liability insurance naming Jefferson County as the insured is required.
9. If alcoholic beverages are not to be on the premises, then signify and attest to by initialing the space provided. **NO ALCOHOLIC BEVERAGES INITIALS**_____.
10. **Arena Use** – See Rule 30. *(For use only when Arena is rented)*
Event Person Responsible for Contacting Fair Board: _____
11. User hereby agrees to indemnify and hold Jefferson County, Jefferson County Fair Board harmless from any and all suits, claims causes of action, and demands for damages for loss of property, and or injury to persons or property arising from any cause whatsoever while this Agreement is in effect.
12. The Jefferson County Fair Board reserves the final and absolute right to interpret these rules and regulations to arbitrarily determine all matters, questions and differences in regard thereto, connected with or incident to the Park and also amend or add to these rules as may seem advantageous to the management.

13. **Reservation fee required to secure event dates and space.** Payment of a non-refundable \$50.00 reservation fee is required when requesting dates and rental space at the Jefferson County Recreation Park. Reservation of the dates and facilities will not be confirmed until reservation fee is received in the Clerk and Recorder's office. The reservation fee will be applied toward the rental fee. The Clerk and Recorder's office will notify applicant of the Rental/Damage Deposit fee payment DUE DATE when the reservation is fee is paid.
14. **Rental fee and damage deposit.** Payment of the rental fee and damage deposit as stated on the Use Agreement Application is as listed below:
- For reservations made more than six (6) months in advance of the event, payment is due on the on the six month advance date set by the Clerk and Recorder's office at the time of reservation fee payment. Applicant has ten (10) days from the due date to make payment.
 - For reservations made on or after six (6) months in advance of event, all payments are due at the time of requesting days and facility rental.
 - Failure to provide payments within the time requirement will result in loss of dates, rental facilities, and reservation fee. It is the applicant's responsibility to meet said requirements.
15. **Cancellations and refunds.**
- All cancellations **must** be made in writing.
 - If cancellation is made more than 60 calendar days prior to the rental date, applicant will receive a refund of the full rental fee.
 - If cancellation is made 59-30 days prior to the rental date, applicant will receive a refund of the rental fee less 25%.
 - If cancellation is made 29-10 days prior to the rental date, applicant will receive a refund of the rental fee less 50%.
 - If cancellation is made less than 10 days prior to the event or applicant does not cancel an event, there will be NO refund of rental fee.
16. **Facility rented but not used.** There will be no refund of fee(s) for dates and facilities reserved but not used during an event. (For example, applicant reserved building for Sunday cleanup, but building was cleaned before 7 a.m. on Sunday, Sunday rental fee is not refundable.)

RESERVATON FEE (\$50): PAID _____ DATE _____

RENTAL FEE TOTAL: \$ _____

DAMANGE DEPOSIT TOTAL: \$ _____

Outstanding rental fee and damage deposit balance \$ _____

Rental fee and damage deposit balance due date: _____

* This agreement will be cancelled if balance due is not paid by the agreed upon date.

Signature of responsible party _____

Jefferson County Clerk & Recorder signature _____

I acknowledge and agree to follow the Rules for Use of Jefferson County Recreation Park, and that I have received a copy of the Rules and the User Checklist Assessment.

You will be contacted by telephone if there are questions about your application.

To open the reserved building, or if any type of set up (tables/chairs) is requested, you must contact Caretakers Glen and Tina Bruce at (406) 202-1226. There is a required **User Checklist Assessment** that must be completed with the Caretakers prior to and after use.

RULES FOR USE OF JEFFERSON COUNTY RECREATION PARK

Please review the following rules when renting the grounds or buildings, and when setting up and leaving the grounds.

1. A fully completed Jefferson County Recreation Park Use Application Agreement is required of all lessees, and must be signed by the person responsible for the agency leasing the facility.
2. All deposits and user fees must be paid **PRIOR** to use of facilities.
3. Hours of rental period are 7:00 A.M. to 7:00 A.M. Half Day rental is 6 hours maximum. **There is a fee for setup and takedown time if it does not fall within these hours.**
4. The caretaker holds the key to building(s). Arrangements must be made with caretaker for access to reserved building(s) and grounds. Contact Caretakers: Glen and Tina Bruce at (406) 202-1226.
5. A Jefferson County **Recreation Park User Checklist Assessment** must be completed by joint assessment, (i.e. caretaker and event responsible party) of the facilities within 24 hours prior to use and again within 24 hours of event conclusion.
6. Security is lessee's responsibility.
7. Insurance may be required for your event.
8. There may be other events held on the ground during the time of your event(s).
9. **No smoking in the building(s).**
10. Park users are required to clean up the inside of building(s) used and outside grounds of trash and debris left from their event or activity. All garbage must be bagged and removed from grounds or placed in dumpster on grounds.
11. Building(s)/Grounds to be cleaned the day of the event, unless other arrangements are made.
12. Large group(s)/events two or more days in length must contact disposal service for dumpster on grounds.
13. Large group(s)/events must contact septic service for porta potty service during event(s).
14. All licenses/agreements/permits needed for activity/event(s) must be at the Clerk & Records Office one week in advance.
15. Parking/camping will be done in a reasonable and orderly manner with respect and consideration of others using the grounds. Fair Board/Caretaker will designate parking/camping.
16. Vehicles must be removed from the grounds immediately after conclusion of the event.
17. Groups/individuals using facilities are responsible for any children in attendance. Please supervise your children.
18. Individuals attending/using facilities accompanied by pets(s) must have the animals under control at all times.

19. Remove all wire, string, etc. for hanging decoration. Use existing hooks for decoration if possible. No nails or staples in the walls without approval. Sweep floors with a broom or dust mop.
20. Remove all food from freezer, refrigerator and building(s). Unplug all appliances. Clean all appliances and counter surfaces and tables.
21. Chairs and tables included with the rental depending upon availability.
22. Tables, chairs or any other items on the premises are not to be removed from the premises. Return folding tables and chairs to the storage room.
23. Turn off all lights and secure doors after the function.
24. No dances in the loft of the Square Dance Barn will be allowed.
25. The care of (Feed, Water, Etc.) All horses/animals boarded on the grounds is the responsibility of the boarder.
26. Carousel use: Group(s)/Individual **must** present a completed and signed Carousel Agreement, obtained from the Boulder River Carousel Association, to the Clerk and Recorder's Office before carousel leasing can be completed. Separate Carousel Association fees apply. Contact person for the carousel: Donna Gilmer at (406) 225-4217.
27. All campfires/bonfires/barbeque pits must have prior approval of Jefferson County Fair Board. Responsible party must have a Jefferson County Burning permit and abide by its rules. All must comply with County and State Fire Restrictions posted at time of activity/event.
28. Please be considerate. The Park has neighbors that would appreciate the courtesy of reasonable noise levels between 12 midnight and 6 a.m.
29. The responsible party for the group/event is responsible for the group(s) adherence to the above rules.
30. Rodeo Arena facility is maintained by the Fair Board. If ground work is required for your event, it **must** be approved by the Fair Board prior to your event.

**JEFFERSON COUNTY RECREATION PARK
USER CHECKLIST ASSESSMENT**

| | Before Rental | | After Rental | |
|--|---------------|----|--------------|----|
| | Yes | No | Yes | No |
| Received copy of Rules for Use | | | | |
| Overall condition of grounds clean-maintained | | | | |
| Broken or cracked windows in ANY building | | | | |
| Condition of Building being used: | | | | |
| Building Clean | | | | |
| Windows in Good Condition | | | | |
| Tables In Good Condition | | | | |
| Appliances Clean & Working | | | | |
| Lights Working | | | | |
| Electric Working | | | | |
| Chairs, Tables & Appliance Accounted For | | | | |
| Doors In Working Condition & Securable | | | | |
| Any Damage To: | | | | |
| Outside of Buildings | | | | |
| Playground Equipment | | | | |
| Grounds Maintenance Equipment | | | | |
| Carousel | | | | |
| Fences | | | | |
| Trees/Landscape | | | | |
| Arena Facility | | | | |
| Other: | | | | |

| |
|---|
| Date and Time Check Before Rental: |
| Comments by Renter: |
| |
| Comments by Caretaker: |
| |

Signature of Renter

Signature of Caretaker

| |
|--|
| Date and Time Check After Rental: |
| Comments by Renter: |
| |
| Comments by Caretaker: |
| |

Signature of Renter

Signature of Caretaker