4-11

Welcome to the Gila County Fairgrounds Use Application, Policy and Rental Agreement

For your convenience, this document is in PDF format (free Adobe Reader or equivalent is needed to fill out application on line). Please print application, sign, and mail or hand-deliver original to:

Gila County Public Works
Facilities Management
745 N Rose Mofford Way
Globe, AZ 85501
928-402-4368
GCFair@gilacountyaz.gov

If you have questions regarding the application you may e-mail or call the phone number and email address listed above.

APPLICATION AND AGREEMENT TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Applicant or Organization:	University of Arizona, Gila County Cooperative Extension				
Address of Applicant or Organization:	5515 S Apache Ave., Ste. 600, Globe, AZ 85501				
Function to be Held:	4-H Activities				
Contact Person for Event:	Jessica Zamudio				
Telephone No.:	(928) 402-8588 or (928) 978-8511				
Date(s) Requested:	See Attachment	thru			
Time of Event:	See Attachment	to			
Estimate How Many People Will Attend Event:					
Liquor License No. and Sold by (Name):	N/A			Served only?	N/A
Will this event be public or private?		Public		Private	X
If public, would you like this event listed on the Gila County Fairgrounds webpage?			Yes	X	No
Information to be posted on webpage:	Is there an entrance fee?		Yes		No X
Adults: $	Children: $		Seniors: $		

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s).

BUILDINGS

✓ Exhibit Hall: The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people.

		Total Fee:
First Day of Event - $350.00		
Each Additional Day of Event - $250.00	Days	
($50.00 of cleaning fee is non-refundable) Cleaning Fee $150.00		
Key Deposit - $25.00		
✓ Commercial Building: Capacity is 320 people.		
First Day of Event - $200.00		
Each additional Day - $100.00	Days	

ALL 2016 EVENTS

OUTDOOR FACILITIES

E.M.T. required for Go-Kart and all High Risk events. Horse Racing Events are required to have ambulance and E.M.T.

☐ ATV Grounds	$75.00 per day; $300.00 per week (5 days)	Days	
✓ Rodeo Arena	First Day of Event - $1,200.00 + set up charges		
	$ 150.00 for each additional day	Days	
	$25.00 per hour for lights	Hours	
☐ Grandstand Area	First Day of Event - $500.00		
	$150.00 each additional day	Days	
✓ Livestock Shed A (60 x 120)	$150.00 per day	Days	
✓ Livestock Shed B (80 x 120)	$150.00 per day	Days	
✓ Livestock Shed C (30 x 120)	$150.00 per day	Days	
☐ Horse Stall(s)	$10.00 each per day	EA Days	
☐ Car Track and or Motor Cross	$150.00 per day	Days	
☐ Other Areas at Fairgrounds	$150.00 per day	Days	

ESTIMATE TOTAL FEE(S) DUE: $31,746.00

POLICIES AND PROCEDURES: Please read carefully.

1. The signature of the applicant or agent for the organization on this application constitutes an offer to Gila County to enter into a rental agreement regarding the premises. A contract will be formed if and when Gila County accepts the application.
2. Gila County requires the event applicant or organization to provide and pay fees for security or traffic control personnel or both through the Sheriff's Office for events where:
   a. Alcohol is served or sold; or
   b. Events are offered for public attendance; or
   c. More than 300 persons are expected to attend a private event.
3. If security or traffic control is required, the number of security or traffic control personnel or both needed for the event will be determined by the Gila County Sheriff's Office. **A minimum of no fewer than two (2) law enforcement officers are required for every 300 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Gila County Sheriff Posse Reserve.**
4. The event applicant or organization will be required to sign the Gila County Agreement for Sheriff's Office Employee Services in the event law enforcement officers are required and to pay any required fees for said Services.
5. If alcohol will be sold or served, no beverages containing alcohol are allowed outside of a building properly rented for an event. Law Enforcement Officers have been instructed to enforce this policy.
   If alcohol is to be sold, a Special Event Liquor License must be applied for with the Gila County Board of Supervisors, and upon their approval, applied for and obtained from the Arizona Department of Liquor Licenses and Control. The applicant or organization may either hire a Vendor with a Special Event Liquor License or apply for their own with the Arizona Department of Liquor Licenses and Control. If alcohol is to be sold or served, additional liquor legal liability insurance must be obtained as set forth below.
6. All events shall end by 12 midnight. This includes removing all personal property. Gila County is not responsible or liable for any personal property left after the function ends.
7. The refundable portion of the cleaning fee will be forfeited if the building is not cleaned or if there are any damages to the buildings, related equipment or other property belonging to Gila County The event applicant or organization may also be responsible for charges beyond the amount of the cleaning fee if the cost arising from damages exceeds that amount.
8. Prior to picking up the key from Gila County's Public Works Facilities Department, all fees must be paid, arrangements for security and traffic control secured, and certificates of insurance verified. Gila County's Public Works Facilities Department's hours are 7 a.m. to 4 p.m., Monday through Friday, phone number 928-402-4368. The key must be returned to the facilities department by 4 p.m. the day after the event, or the key deposit will be forfeited.
9. **Insurance is required for all events**. At Gila County's sole discretion; some events, specialty functions, or events serving or selling alcohol will be required to provide additional insurance. A copy of the insurance certificate is required at least 10 days prior to the date of the event and must be sent to Gila County's Public Works Facilities Management Department directly from the insurance provider.

A. INSURANCE REQUIREMENTS: Applicant or organization and any vendors hired by applicant or organization shall procure and maintain until all of their obligations have been discharged, including breakdown and cleanup any warranty periods under this application are satisfied, insurance against claims for injury to persons or damage to property which may arise from, or in, connection with the performance of the event hereunder by the applicant or organization, his agents, representatives, employees or vendors hired by the applicant or organization.

The insurance requirements herein are minimum requirements for this application and do not limit the indemnity covenants contained in this application. Gila County does not warrant that the minimum limits contained herein are sufficient to protect the applicant or organization from liabilities that might arise out of the performance of the event under this application by the applicant or organization, his agents, representatives, employees or vendors hired by the applicant or organization and the applicant or organization may purchase additional insurance as may be determined necessary by the applicant or organization.

B. MINIMUM SCOPE AND LIMITS OF INSURANCE: Applicant or organization shall provide coverage with limits of liability not less than those stated below.

1). **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form liability coverage.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Each Occurrence	$1,000,000

a).The policy shall be endorsed to include the following additional insured language: **"Gila County, it's officials and employees and shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Applicant or Organization".**

2). **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

3). **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this event.

Combined Single Limit (CSL) $1,000,000

a). The policy shall be endorsed to include the following additional insured language:
Gila County, its officials and employees shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the applicant or organization, including automobiles owned, leased, hired or borrowed by the applicant or organization.

4) As solely determined by Gila County, Liquor Legal Liability Insurance with limits of at least $1,000,000 per occurrence. Gila County, its officials and employees shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the applicant or organization,

5). Professional Liability (Errors and Omissions Liability)

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following:

1). On insurance policies where Gila County is named as an additional insured, Gila County its officials and employees shall be an additional insured to the full limits of liability purchased by the applicant or organization even if those limits of liability are in excess of those required by this application.
2). The applicant or organization's insurance coverage shall be primary insurance and any insurance maintained by Gila County shall not contribute to or be excess of the applicant's insurance or applicant's vendors or contractor's insurance.
3). Coverage provided by the applicant or organization shall not be limited to the liability assumed under the indemnification provisions of this application.
4. All of the applicant's insurance or applicant's vendors or contractor's insurance required by Gila County shall include a waiver of subrogation/recovery against Gila County, its officials and employees.

D. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this application shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to Gila County. Such notice shall be sent directly to **Gila County Public Works Division, 745 N Rose Mofford Way, Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

E. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than A VII. Gila County in does not warrant that the above-required minimum insurer rating is sufficient to protect the applicant or organization from potential insurer insolvency.

F. **VERIFICATION OF COVERAGE:** Applicant or organization shall furnish Gila County with certificates of insurance (ACORD form or equivalent approved by Gila County) as required by this application. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

1). ***All certificates and endorsements are to be received and approved by Gila County a minimum of 10 days before the event commences.*** Each insurance policy required by this application must be in effect at or prior to commencement of the event for which this application has been submitted and remain in effect for the duration of the event. Failure to maintain the insurance policies as required by this application or to provide evidence of renewal is a material breach of the contract.

7. **INDEMNIFICATION:** Applicant or organization shall indemnify, defend, save and hold harmless Gila County and its officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any acts or omissions of applicant or organization or any of its owners, officers, directors, agents, employees vendors that have been hired by applicant or organization. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the applicant or organization to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by applicant or organization from and against any and all Claims. It is agreed that applicant or organization will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this application, the applicant or organization agrees to waive all rights of subrogation against the Indemnitee for Claims arising from the event held by the applicant or organization.

8. **CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511.

9. **IMMIGRATION LAW COMPLIANCE WARRANTY**: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrant that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the event for which the application has been submitted, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.
10. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.
11. **The event applicant or organization must communicate with Facilities Management at (928) 402-4368 at least ten (10) working days before the event to review facility setup. A drawing of the desired facility setup and the number of tables and chairs must be provided to the Facilities Management department.**
12. The event application may be downloaded from the internet (www.gilacountyaz.gov) and completed on line, print, and mail original to:

    Gila County Public Works
    Facilities Management
    745 North Rose Mofford Way
    Globe, AZ 85501

13. Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by Facilities Management. Call (928) 402-4368 to request the availability of specific dates and times.
14. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Gila County Fairgrounds' facility cannot be substituted. Gila County's liability shall be limited to refunding the event fees charged. Gila County shall not be liable for consequential damages such as, but not limited to, loss revenue, lost profit, loss of clients, loss of product or the applicant's or organization's costs to relocate the event or events to another venue.
16. The Facilities Manager will have the right to review simultaneously scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requestors if criteria cannot be satisfied.
17. Rental rates for Gila County Fairgrounds' facilities shall be based on the Gila County Fairgrounds' Rate Schedule in effect on the date the approval is given by Gila County.
18. Rules and regulations and rates are subject to change without notice. The rules, regulations and rates in effect on the date the approval is given by Gila County will be adhered to by both parties.

19. **OTHER GENERAL REQUIREMENTS:**

A. Any use of Gila County property in violation of any law or ordinance of Gila County, the State of Arizona or United States or, at Gila County's sole discretion, that is not in Gila County's best interest, may constitute a material breach of this application and be grounds for immediate termination, cancellation or suspension. Any person whose acts, behavior or conduct is disorderly or disruptive may be refused entrance to, or be ejected from Gila County's property. The applicant shall defend, indemnify and hold harmless the Indemnitee from such refusal or ejection to the fullest extent and scope of the indemnity and insurance requirements in this application.

B. This application is for Gila County property and shall not be construed as an authorization for use of adjacent private or public property.

C. Applicant shall promptly compensate of reimburse Gila County for all damages to, or loss of use of, Gila County property. Compensation or reimbursement to Gila County shall also include, but not be limited to, restoration, cleanup, abatement, remedial action, legal fees, and expenses or fines.

D. Gila County shall not be responsible for loss of, damage, to, or loss of use of, tangible or intangible property of applicant, its officers, employees, members, guests, invitees, vendors, contractors or participants.

E. At Gila County's sole discretion, Gila County may close any Gila County property or terminate any event due to inclement weather or any other emergency situation.

F. Loss of privileges or use authorized by this application by Gila County closure, termination, cancellation or suspension is not compensable to applicant, its agents, vendors, contractors, participants, guests or employees.

G. This application, its terms, requirements and conditions are not transferable.

H. This application is not exclusive unless otherwise stated in the application. Gila County reserves the right to use or allow others to use any part of Gila County property pertaining to this application.

I. The applicant's obligations under this application are not contingent upon Gila County to inspect any applicant, vendor, contractor, participant, member or guest's property, equipment, food, beverages, activity or operations.

J. In a form solely acceptable to Gila County, Gila County may require executed statements of fitness for activity and/or waivers of liability from each applicant officer, member, employee, guest, invitee or participant.

I have read and understand this application, policy and rental agreement:

Applicant Signature:	Jessica Zamudio	Date:	2/3/16

(Do not write **below this line**)

County Review:							
Conflict with dates:		**Rental Fees:**		Security:		**Insurance:**	
		Approved:				**Disapproved:**	
Signature:							
					County Personnel Signature	**Date**	
Signature:							
					Chairman Gila County Board of Supervisors	**Date**	