



## FACILITY USAGE AGREEMENT

490 South 500 West Logan, UT 84321

Phone (435) 755-1671

This Facility Use Agreement ("Agreement") is entered into between the undersigned Applicant/Lessee and the Cache County ("Owner"). By signing below, the Applicant agrees to all terms and conditions specified herein.

**Event Name:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_ **Applicant(s)/Lessee(s) Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Primary Phone:** \_\_\_\_\_ **Secondary Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

The Applicant(s) requests permission to hold the following type of event:

Private Event  Non-Profit Event  For-Profit/Business Event

1. The name of the event is: \_\_\_\_\_

2. The Date(s) of the event requested are: \_\_\_\_\_

3. Time: \_\_\_\_\_

4. Setup Date and Time: \_\_\_\_\_

5. Cleanup Date and Time: \_\_\_\_\_

6. The facilities requested are: \_\_\_\_\_

7. Stage: YES / NO Size: \_\_\_\_\_

8. Parking Assignments: \_\_\_\_\_ Vendors: \_\_\_\_\_ Attendees: \_\_\_\_\_  
(see attached map)

**Applicant agrees to pay the current rental rates at the time of the event.**

**Booking Deposit:** \_\_\_\_\_

**Estimated Fees for resources & services:** \_\_\_\_\_

**Projected Rates for Facility/Room:** \_\_\_\_\_

**Estimated Total:** \_\_\_\_\_

1. Will there be alcohol at your event? **YES / NO**

Explain: \_\_\_\_\_

a. If YES will the alcohol be FREE? **YES / NO**

Explain: \_\_\_\_\_

2. Is your event open to the public? **YES / NO**

Explain: \_\_\_\_\_

3. Will you be charging an entry fee? **YES / NO**

Explain: \_\_\_\_\_

4. Will there be items sold at your event? **YES / NO**

Explain: \_\_\_\_\_

5. Does your event feature fireworks, fire displays or any form of pyrotechnics? **YES / NO**

Explain: \_\_\_\_\_

6. Will your event include any outdoor cooking, fire pits, or open flames? **YES / NO**

Explain: \_\_\_\_\_

7. Are you going to need additional support for traffic or crowd management? **YES / NO**

Explain: \_\_\_\_\_

8. Does your event require standby ambulance, environmental support, fire services or police presence?

**YES / NO** Explain: \_\_\_\_\_

9. Does your event extend onto any property outside of the Fairgrounds? **YES / NO**

Explain: \_\_\_\_\_

Please, note any event that includes the sale of items **or** charges admission must register the EVENT with the **Utah State Tax Commission's**, Special Event Unit 1-800-662-4335, ext. 6303; email: [specialevent@utah.gov](mailto:specialevent@utah.gov)

**Logan City Special Event Permit:** If your event is *open to the public and charges an entry fee* and/or if your event requires the *full or partial closure of a public right of way or the use of Logan City property*, it qualifies as a special event under Logan City's ordinances, 5.04.010 and 5.04.020. If your event qualifies, you will need to apply for a Special Event Permit with Logan City. (Logan City: (435)716-9230)

#### **VENUE RENTAL, DEPOSITS AND EQUIPMENT**

1. **Booking Deposit:** Booking Deposit is equal to 50% of the estimated total location rental charges & is required at the time of booking to secure the reservation. This deposit shall be applied toward the final balance. If the event is canceled, the Booking Deposit is refundable only if the cancellation occurs at least 90 days before the scheduled event date. Cancellations made less than 90 days prior to the event will result in forfeiture of the deposit.
2. **Damage Deposit:** A damage deposit is subject to requirement based on event type and facility use. The Damage Deposit amount is \$500 for all areas, except for Function Rooms. The Damage Deposit is fully refundable provided that the venue, including all furniture and equipment, is returned in its original condition and all rental policies are adhered to. Deposits may either be rolled over to a future event or refunded within 1 to 14 days after the event, depending on the original payment method used.
3. **Staff Labor:** If staff labor is needed, please schedule it a minimum of **15 days in advance**. Unscheduled staff assistance will be charged at a **higher hourly rate**. If the facility is left in an unsatisfactory condition, additional labor fees may be assessed to restore it to its original state.

#### **VARIABLE FEES**

1. **Payment Agreement:** I, the undersigned Applicant/Responsible Party, agree to pay current prices for all services rendered. I understand that prices are subject to change, and I accept responsibility for paying the rates in effect at the time of my event.
2. **Payment Deadline:** Balances must be paid no later than 30 days after the event's end date.
3. **Delinquent Accounts:** Cache County reserves the right to pursue delinquent accounts through small claims court or a collections agency. Applicant agrees to pay reasonable attorney's fees and a collection fee of up to 40% of the outstanding balance or the

actual cost of collections, whichever is less, as assessed by the collection agency.

### **CANCELLATION POLICY**

1. **Cancellation:** Booking Deposit refunds are available if a reservation is canceled 90 days in advance. Cancellations with less notice forfeit the complete booking deposit.
2. **Force Majeure.** Neither party to this contract shall be bound to perform this agreement in the event of fire, flood, earthquake, pandemic, national or regional emergency, action of governmental authority, government order of law, act of God and/or other unavoidable causes affecting the property which are beyond the control of either party
3. **Compelling Causes:** The Fairgrounds Management reserves the right to cancel an event for compelling cause. Compelling causes include, but are not limited to, incomplete submissions of accompanying documents, misrepresentation of nature of the event, and natural disaster. In the event of a cancellation or rescheduling, the Cache County Fairgrounds staff will make reasonable efforts to notify the Applicants(s) promptly and may provide alternative available dates. Cache County shall not be held liable for any cost, damages or inconveniences incurred by the Applicants(s) as a result of such cancellation or rescheduling.

### **PARKING**

1. The Cache County Fairgrounds often hosts multiple events simultaneously, making parking coordination essential.
2. Applicants must coordinate with Fairgrounds staff to determine assigned parking areas. It is the applicant's responsibility to communicate parking instructions to their patrons, guests, and vendors.
3. This information should be included in advertisements and event materials, and parking destinations should be clearly marked.
4. Fire lanes must remain unobstructed at all times to allow access for police, fire, ambulance, and other emergency vehicles.
5. Parking at the Logan Aquatic Center is strictly prohibited, while the pool is open May through September.

### **WEEKEND EVENT RENTAL POLICY**

To ensure the success of events at our facility and maintain optimal scheduling, the following policy applies to weekend rentals.

1. Depending on the type and size of event, you may be required to reserve both Friday & Saturday, to avoid turnaround complications. Quinceanera and Weddings are required to book both Friday and Saturday.
2. If Friday is used exclusively as a setup day, the rental rate will be discounted 50% for a setup day.
3. Events spanning both Friday and Saturday will be charged the full rental rate for each day.
4. If you rent a facility on Friday and there is an event previously scheduled for Saturday, you must vacate the building by 8pm on Friday.
5. If you want to reserve a Saturday and the facility is previously scheduled for Friday, Saturday access will not be granted until after 10am.

By implementing this policy, we aim to provide flexibility ensuring smooth transitions and the success of all hosted events.

### **CUSTODIAL SERVICES POLICY**

To maintain cleanliness and ensure a positive experience for all facility users, custodial services are provided under the following terms:

1. **Facility Condition:** You will arrive at a clean and well-maintained facility. At the conclusion of your event, you are expected to leave the facility in the same clean condition as you found it.
2. **Standard Custodial Services:** Custodial staff will periodically check and maintain restrooms and indoor garbage bins during normal business hours (Monday through Friday, 8AM – 5PM). These services are included as part of the standard facility rental package.
3. **Additional Custodial Services:** If your event requires custodial services beyond the capacity of our staff or outside of normal business hours, additional fees will apply. Requests for extra custodial support must be made at least two weeks prior to your event to ensure staffing availability.
4. **After-Hours Services:** After-hours custodial services (before 8AM or after 5PM), that are scheduled in advance, will incur a per man hourly rate of \$35.

By adhering to this policy, we ensure a clean and welcoming environment for all guests while promoting shared responsibility for maintaining the facility's condition.

### **KEY DISTRIBUTION**

1. Fairgrounds staff will schedule a time for key pickup. Staff may, in its sole discretion, distribute keys to rented facilities.
2. Failure to return distributed keys may result in additional charges.
3. Should the applicant fail to return the keys, Fairgrounds management will determine if it is necessary to re-key any or all facilities. If such action is necessary, the applicant shall be responsible for any and all expenses.

### **INSURANCE AND LIABILITY**

**Insurance Requirements:** Events requiring insurance shall include, but are not limited to:

(1) Events Open to the Public; (2) Events where Alcohol is Served; (3) All Ticketed Events.

1. **High-risk events** are required to have General Liability insurance with a \$2,000,000 per occurrence limit and a \$2,000,000 general aggregate. High-risk events may include, but are not limited to, events with over 1,000 patrons, those involving livestock, demolition derbies, monster truck shows, bounce houses, or any activities with an elevated risk of injury.
2. **Low-risk events** must have General Liability insurance with a \$1,000,000 per occurrence limit and a \$2,000,000 general aggregate.
3. The **Certificate of Liability Insurance** must designate *Cache County as the Certificate Holder*. Additionally, the certificate must list *Cache County, its officers, officials, employees, and volunteers as Additional Insureds*. Coverage is required to include, at a minimum, *bodily injury, property damage, products liability, personal injury liability, and contractual liability*.

4. Failure to comply with these insurance requirements will result in event cancellation. Cache County confirms it maintains General Liability insurance sufficient to meet its obligations under this agreement.
5. The Certificate of General Liability Insurance, must be provided to the Cache County Fairgrounds & Event Center office **no later than fifteen (15) days prior to the scheduled event.**
6. **Property Security and Responsibilities:** The Cache County Fairgrounds will not be responsible, under any circumstances, for property of the Applicant(s) or Applicant's guests while on the Cache County Fairgrounds property. Proper securing of doors and facilities will be the responsibility of the Applicant, unless other arrangements have been made. Any additional security for Applicants or Applicant's guests' property will be the responsibility of the Applicant(s). Unclaimed articles or property must be held and distributed by the applicant.
7. **Damages:** Applicant(s) and guests or individuals at the event using a facility are responsible to pay for any damage to or loss of County property connected with Applicant's use of the property. Cache County will not be responsible for the loss, damage, or theft of equipment or articles owned by the Applicant(s).

## **ALCOHOL AND FOOD POLICIES**

1. Applicant(s) must comply with both Cache County's Fairground Alcohol Policy and Utah's Department of Alcohol Beverage Services (DABS) regulations. Please, refer to the Fairground's Alcohol Policy.
2. Applicants must fully disclose all intentions regarding alcohol services at the time of booking and before applying for a permit with DABS.
  - If an individual or entity violates Subsection (1) of Cache County Ordinance 5.08.80 regarding alcohol consumption on County owned property, then: an individual is guilty of a Class B misdemeanor if the individual violates Subsection (1); and if an entity knowingly allows an individual to consume alcohol in violation of Subsection (1), then each violation shall result in a civil penalty of five hundred dollars.
3. If food will be served or sold at your event, a temporary food permit is required. Temporary food permits are mandatory for public events. For more information or assistance, please contact the Bear River Health Department at (435) 792-6570.

## **RULES AND REGULATIONS**

1. **Facility Use:** Proposed use of the facilities or events shall not interfere with the public enjoyment of Cache County Fairgrounds facilities or grounds, nor deter from the health, safety, moral welfare, or recreation of the general public, cause unusual or extraordinary expense to the County, nor draw crowds in excess of the capacity of the facilities. Groups and individuals using the facilities shall abide by all laws and regulations, including fire and safety regulations, Logan City noise ordinances, and all other Cache County, Health Dept., and Logan City code restrictions and permit requirements pertaining to the use of the facility. Any group violating the regulations or conditions governing the use of the facilities shall be subject to immediate revocation of facility use privileges and the County will retain all fees previously paid. Applicant(s) shall be responsible to obtain and pay for additional police security, at all events where alcohol is served and when necessary.
2. **On-site Ambulance:** An on-site ambulance service, paid for by the Applicant(s), will be required for all rodeos with rough stock and all motorized events with paying spectators. Contact the Fairgrounds Manager for more information.
3. **Clean In/Clean Out**
  - At move-in, Cache County will provide facilities that are clean and orderly. Applicant(s) are required to return all contracted facility spaces to the same clean and orderly condition.
  - If the Applicant(s) fail to meet this standard, cleaning fees will be assessed based on the time required for County staff to clean the space, at a rate of \$50 per man hour. The Applicant(s) will be responsible for paying these fees.
  - Additionally, the Applicant(s) are responsible for post-event cleaning necessary after the agreement period ends. This includes all rented spaces, parking lots, and surrounding areas used by the Applicant(s), their guests, or patrons.
  - Cleaning fees will also apply if the County must remove tape residue from surfaces, clean table tops left uncleared, or dispose of trash. These fees will be calculated at the same rate of \$50 per man hour.
  - Event Center staff are available during regular business hours (Monday through Friday) or at other mutually agreed times for a required post-event inspection and cleaning release.
  - This inspection confirms that the space is in clean condition and that no additional charges will be applied.
4. **Prohibited Activities:** The following are prohibited at the Cache County Fairgrounds facilities:
  - Possession and/or consumption of illegal drugs or narcotics.
  - Possession and/or consumption of alcoholic beverages, unless contracted for herein, in any Cache County grounds or facilities.
  - No alcohol may be served unless the appropriate permits and security have been obtained by the Applicant(s) and approved by Cache County.
  - Smoking or Vaping inside or within 25ft of any building or 50' from a mass gathering.
  - Storage of any private property in any public facility outside of reservation times.
  - Unauthorized vehicle traffic except in designated parking areas.
  - All decorations must be fireproof and completely removed by Applicant(s).
  - No decorations can be hung on the walls
5. County employees are authorized to enter any room at any time in the performance of their duties. In the use of any County facility, individuals and groups shall be subject to the direction of the County employee in charge of the facility.
6. Amplified sound equipment is only permitted with the approval of Cache County Fairgrounds Manager. When allowed, amplified sound cannot be used after 10pm, unless the event has a "Noise Variance Permit" from Logan City.

7. Cache County reserves the right to terminate any and all activities reserved in the Cache County facilities for failure to comply with, or violation of, these rules and/or regulations. Applicant(s), their guests, and/or patrons that fail to comply with, or violate, these rules and /or regulations may forfeit any fees and deposits and shall not be permitted future use without approval from the Cache County Fairgrounds Manager.

### **WAIVER AND RELEASE OF LIABILITY**

In consideration of being allowed to participate in any way at the Cache County Fairgrounds and related events and activities, the undersigned Applicant(s):

1. Understand that there are inherent risks associated with participation in Cache County Fairgrounds activities. Inherent risks are defined in state law, and include, but are not limited to, to "inherent risk" with regard to equine or livestock activities means those dangers or conditions which are an integral part of equine or livestock activities, which may include but is not limited to: (1) the propensity of the animal to behave in ways that may result in injury, harm, or death to person on or around them; (2) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (3) collisions with other animals or objects; or (4) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.
2. Agreed that prior to participating, the Applicant(s) will inspect the facilities and equipment to be used, and if the Applicant(s) believe anything is unsafe, the Applicant(s) will immediately advise Fairgrounds personnel of such conditions and refuse to participate. Any cancellation or refusal to participate by Applicant due to unsafe Fairground facilities identified during Applicant's inspection shall not entitle Cache County Fairgrounds to retain any part of deposit paid by Applicant.
3. Agrees that the parents or legal guardian will instruct any minor participant prior to participating. Parents or legal guardians will inspect the facilities and equipment to be used, and if they believe anything is unsafe, they will immediately advise their supervisor or Fairgrounds personnel of such conditions and refuse to participate.
4. Acknowledges and fully understand that each participant may be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from their own actions, inactions or negligence, but the actions or negligence of others, the rules of play, or the conditions of the premises, or of any equipment used. Further, there may be other risks not known to Cache County personnel or not reasonably foreseeable at the time. Assumes all of the foregoing risks and accepts personal responsibility for the damages following such injury, permanent disability, or death, except where such liability directly results from Cache County's negligence or willful misconduct.
5. Applicant(s) leave, waive, discharge, covenant, and promise not to sue and release the following from all liability: (1) Cache County; (2) Cache County's affiliated organizations; (3) Cache County's administrators, officers, directors, agents, other employees, volunteers of its organizations, other participants, sponsoring agencies, sponsor's advertisers, and (if applicable) owners and lessors of the premises used to conduct the event. Applicant(s) agree that this releases the above listed individuals or entities from any and all liability, except where such liability directly results from Cache County's negligence or willful misconduct. This release includes any claims from the Applicant's(s') heirs or next of kin, demands, losses or damages on account of injury (including death or damage of property), that was caused in whole or in part by the negligence of the above released individuals or entities in connection or association with traveling to, participation in, and returning from activities at the Cache County property subject to this Contract. Only in cases of willful misconduct or negligence by either party can claims be made.
6. Agrees that, in the event that injury or illness is sustained while in activity at Cache County property, any emergency first aid, medication, medical treatment or surgery deemed necessary by licensed personnel is authorized. Permission for attending medical personnel to execute on any permission forms or the necessary medical documents.
7. Consents to allow pictures and/or voice or likenesses to appear in any official documentary, sponsor advertisement or promotional, exclusive television, radio, or film coverage in any manner incidental to participation and without compensation. Such content shall be limited to pictures and/or voice likenesses obtained under this Agreement and for this specific event. Consent shall not extend to any separate or future use of Applicant's name, pictures or likenesses.

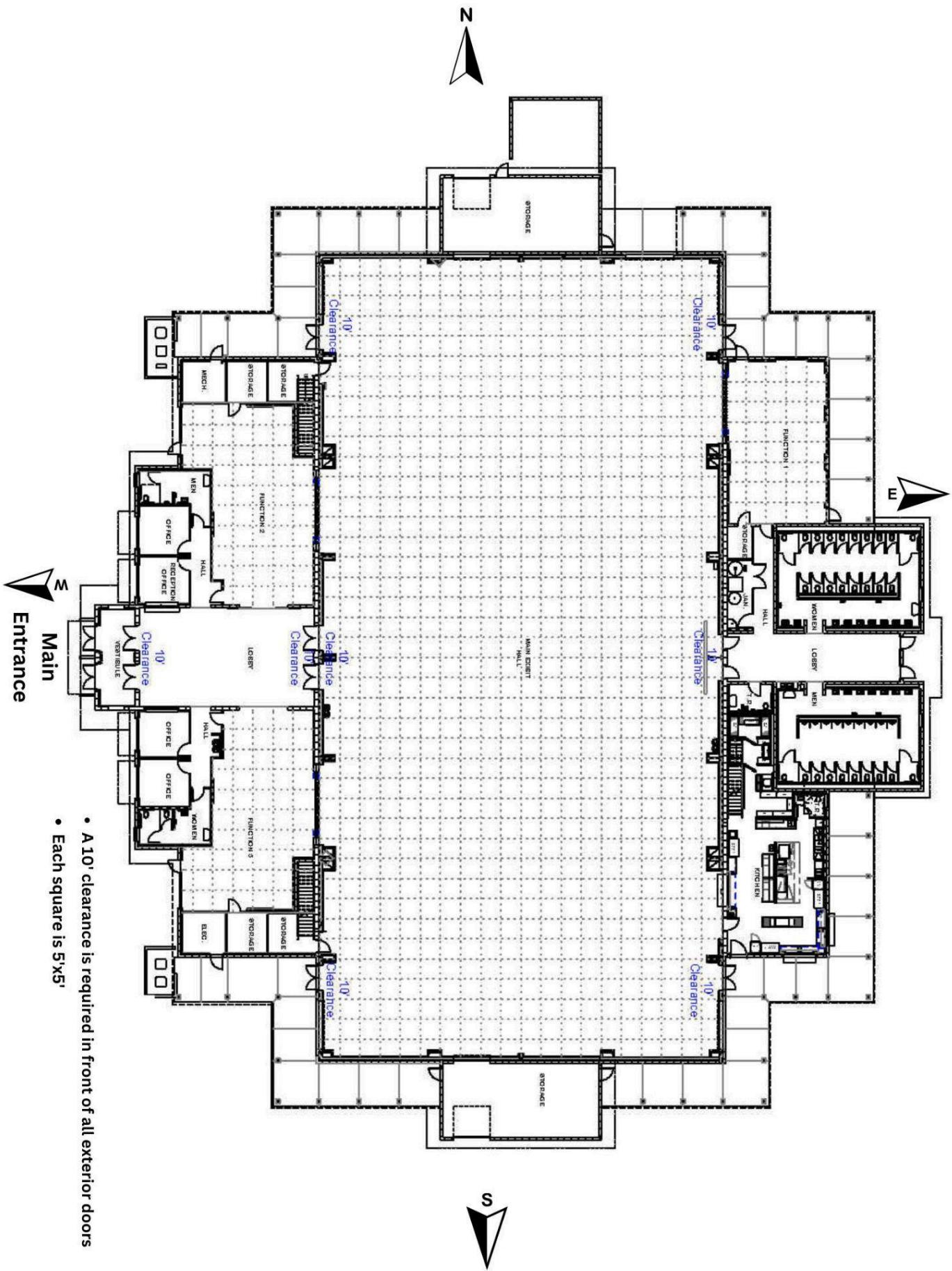
In consideration for the use of the facility and/or Cache County property identified above, the Applicant(s) agrees to defend, indemnify, and hold harmless the County of Cache, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability of damage to property sustained or claimed to have been sustained arising out of activities of the Applicant(s) or those of any of its officers, agents, employees, and guests, whether such act is authorized by this agreement or not; and Applicant(s) shall pay for any and all damage to the property of the County of Cache, or loss, or theft of such property, done or caused by such persons. Cache County assumes no responsibility whatsoever for any property placed on the premises. Applicant(s) further agrees to waive all rights of subrogation against the County. The Applicant(s) read and understand this entire application and agreement, including all rules and regulations provided within, and agree to the terms and conditions as stated.

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Cache County Signature: \_\_\_\_\_

Date: \_\_\_\_\_



*East*

