



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

Applicant's Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Alternate Telephone: _____
Email Address: _____

Contact Person (If other than Applicant): _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Alternate Telephone: _____
Email Address: _____

Emergency Contact: _____ Telephone: _____

Horse trailer Description: _____ Lic or Vin #: _____

- 1. Definition** For the purposes of this agreement:
 - a. "Applicant" means the person who enters into and signs this agreement regardless of whether that person is the owner of the horse(s) kept or boarded in the stall(s) which are the subject of this agreement.
 - b. "Month" means a calendar month.
- 2. Horse Stall Use**
 - a. Cache County (hereinafter referred to as "County") grants the Applicant permission to use the designated horse stalls at the Cache County Fairgrounds, and the Applicant agrees to such use, subject to the terms and conditions outlined in this agreement.
_____ Number of Horse stalls intended for boarding/animal use at \$120.00 per stall per month
_____ Number of Hay stalls intended for storing hay and tack at \$30.00 per month
_____ Number of Tack stalls for storing other equine related items at \$20.00 per month
- 3. All use of electrical equipment shall be in compliance with Federal, State and local laws, ordinances and fire-codes.**
 - a. All use of electrical equipment must be authorized in advance of use by Cache County Fairgrounds Management.
 - b. The County does not warrant or guarantee the uninterrupted delivery of electricity to stalls with electrical outlets. The Applicant acknowledges and agrees that Cache County is not responsible for any injury, infection, sickness, or death of any person or animal arising from the supply, delivery, use, interruption, or fluctuations in electrical service or any infrastructure associated with the provision of electrical service.
 - c. The use period shall commence on _____, and proceed on a month to month basis until terminated pursuant to this Agreement.
 - d. Applicant shall pay \$ _____ at the time the applicant signs this agreement representing the sum of a prorated portion of the use fee for the days from the commencement of the use period until the end of the month in which the use begins and for the next full month. Arrival and Departure dates are prorated at \$5.00 per day and will be billed by the move in date and the move out date.

4. Use Term and Use Fee

- a. The use fee shall be charged on a monthly basis for each stall for the period beginning on the first day of the month and ending on the last day of the month regardless of the actual number of days the stall is actually used in that month. Use rates may be increased at any time by the County with a written **thirty (30)** day advance notice.
- b. The use rate shall be one hundred and twenty dollars (\$120.00) per month or any part of the month for a boarding stall.
- c. The use fee shall be payable on the 1st business day of the month. You are welcome to pay by cash, check or [online](#). There is a 6% card processing fee (Surcharge) for all card transactions.
- d. E-check transactions will not be charged additional fees.
- e. Late Fees: If payment is not received by the 5th of the month it will be charged against the credit card on file with Cache County Fairgrounds. If payments are not received on the 5th of the month, the Cache County Fairgrounds will issue a late fee of \$20 per stall to the applicant. If user fees and applicable late fees remain unpaid for 14 days or more, the applicant will receive a Notice of Eviction, and the Cache County Fairgrounds will initiate the eviction and collection process.
- f. At the County's sole discretion, applicants may be required to vacate stalls on a temporary basis. Upon written notice by the County of the need to temporarily vacate rented stalls, it is Applicants obligation to promptly move out and clean the stall(s) the applicant has been using. Rent will not be charged to Applicant during the term of the temporary removal.
- g. The Applicant shall present a current valid credit card (financial transaction card), in their name to the Cache County Fairgrounds which will swipe the card and return it to the User. The User shall also sign an irrevocable written authorization, allowing the County to charge any rent, overdue rent, or late fees, to that credit card account during the term of this agreement.
- h. The County may terminate this use agreement:
 - i. With or without cause, at any time upon thirty (30) days written notice, and the Applicant shall vacate the premises and remove the horse(s) and any feed, equipment, tack, or other items within that time;
 - ii. If there is probable cause to believe that the applicant or user has neglected or abused a horse or horses on the premises of the Cache County Fairgrounds, including the stalls or stall area, the applicant or user shall immediately vacate the premises. They must also remove the horse(s), along with any feed, equipment, tack, or other items.
 - iii. Immediately if the applicant or user recklessly creates an unsafe environment for their horse or any other horse or user and does not cure it immediately upon notice from the County.
 - iv. Immediately if the applicant or user violates or fails to abide by any provision of this Agreement and does not cure the violation within 15 days of notice from the County.
 - v. If the applicant's credit card expires, is revoked, suspended, lost, stolen, or otherwise rendered invalid or unusable; if the transaction payment is denied by the credit card issuer for any reason; or if the user revokes authorization to the County, the agreement shall be immediately terminated and the Applicant does not cure the issues within 15 days notice from the County.
 - vi. Immediately if a horse appears to have a serious equine or other communicable disease and cannot be appropriately or adequately quarantined or isolated at the Cache County Fairgrounds and thereby presents a danger or threat to other horses or animals, and the applicant shall immediately vacate the premises and remove the horse(s) and any feed, equipment, tack, or other items;
 - vii. If applicant fails to provide proof of vaccination of horse(s) stalled at the Cache County Fairgrounds; or
 - viii. If an act of God, a pandemic, natural disaster or state of emergency renders the Cache County Fairgrounds unusable or if the Cache County Fairgrounds is ordered closed by the County or any other authorized government agency.

5. Agreement Conditions The Applicant shall:

- a. Use shavings or straw only for the used stall.
- b. Applicants agree to feed and water their horse a minimum of one time each day.
- c. Clean stalls and alleys a minimum of 3 times a week.
 - i. Dump used bedding at the South end of the stalls in the designated area.
 - ii. Remove any horse that poses a risk of contagious infection or danger to other horses or people.
 - iii. Park horse trailer in the designated area at the South end of the Cache County Fairgrounds horse stall area in an organized manner.
 - iv. Pay for damage to stalls considered beyond normal wear and tear.
 - v. Clean the stall to the mat and remove all personal items from the stall before vacating the stall.
 - vi. Maintain a stall in a safe condition.
 - vii. Provide proof of vaccination for each horse stalled at the Cache County Fairgrounds in the form of a recent (less than 12 months old) letter from a licensed veterinarian.
 1. Vaccinations must include: A 4 way. A West Nile vaccination is suggested but not mandatory.
 - viii. Always be present when horses are in round pens and turnouts.
 - ix. Limit use of round pens and turnouts to one (1) hour per horse
 - x. Hay stalls shall be used for horse related equipment and supplies only

xi. Applicant agrees to not use electrical outlets to power any device or implement that utilizes electricity that creates heat to keep water buckets/barrels from freezing or may otherwise cause electrification of any stall components that could cause harm and or death.

6. Vacating Stalls The Applicant Shall:

- a. Notify the office when they are vacating any or all stalls. Charges will continue to accrue until the stall has been cleaned and personal property has been removed. Cache County Fairgrounds prorates departure dates. The prorated amount will be calculated to the date the stalls are vacated and cleaned appropriately.
- b. Leave stalls clean. All stalls shall be cleaned out, down to the dirt. They do not need to be rebedded. Failure to clean the stall will result in a \$100 cleaning fee per stall.

7. Neglected or Abused Stalls or Horses.

- a. Notify Cache County Fairgrounds staff of any damage to stalls. If a stall is unsafe to occupy, another stall may be assigned temporarily while repairs are made. Repairs beyond normal wear and tear will be billed to the user for the time and materials to repair the damage. Applicants will pay the amount charged on or before the 1st of the next month.
- b. If a Cache County Fairgrounds staff member observes and reasonably determines that a horse has been neglected, the staff may provide appropriate care and feed for the horse and the applicant will be charged a fee of \$ 25.00 per day together with the cost of the feed and any materials used. However, the County assumes no responsibility for the care and feeding of User's horse.
- c. If a Cache County Fairgrounds staff member observes and reasonably determines that a stall is not adequately clean and is unfit for a horse, due to neglect of the applicant the Fairgrounds may clean said stall and the applicant will be charged a fee of \$100.00 per cleaning. However, the County assumes no responsibility for the care of the applicant's horse or the cleaning of their stall.
- d. If a horse is, or reasonably appears to have been, neglected or abused, Cache County Fairgrounds staff may report the matter to Logan City Animal Control for investigation and action. Additionally, the applicant may be required to remove the horse immediately.

8. Horse Trailer Parking

- a. Trailers must be parked in the area designated by the County.
- b. The applicant may park a maximum of one (1) horse trailer in the areas designated.
- c. The applicant or user shall relocate the trailer to another designated area within a reasonable timeframe, not exceeding three (3) days, upon request by the Fairgrounds..
- d. The Applicant gives the County permission to move an Applicant's horse trailer if it is necessary.
- e. Trailers stored at the Fairgrounds must be road worthy and legal to operate.
- f. Unidentified trailers may be declared abandoned property and towed at owners expense.

9. Damages:

- a. The Applicant is fully responsible for the stall and agrees to reimburse the County for any damage to the stall beyond normal wear and tear.

10. Release, Waiver of Liability, and Indemnity

- a. In consideration and as a condition of being permitted to enter upon, use, and remain upon the premises and facilities of the Cache County Fairgrounds, owned and operated by Cache County, the undersigned, acknowledges, confirms, and agrees as follows:

11. For the purpose of this instrument:

- a. "Equestrian Activity or Event" means any horse related activity or event, or related activity or event conducted or occurring in or about the Cache County Fairgrounds.
- b. "Related activity or event" includes, but is not limited to, driving, riding in or upon, boarding or exiting a vehicle or trailer; moving, lifting, loading or unloading any equipment, people, gear, tack, animal, or other items; preparing any equipment, gear, trailer or vehicle, animal, or tack or practicing for engaging or participating in the activity or event.
- c. "Property damage" means damage, destruction, and or incapacitation to any physical property, real property or chattel.

12. "Injury" means bodily or other personal injury or death.

- a. The undersigned applies to Cache County for permission to enter upon, use, and remain upon the premises and facilities of the Cache County Fairgrounds for the purpose of engaging or participating in an equestrian activity or event, including any related activities or events.
- b. The undersigned acknowledges and agrees that equestrian (Horse) related activities are inherently dangerous and may result in death or serious injury to a participant. The inherent risks associated with Equestrian activities include, but are not limited to, (a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (c) collisions with other animals or objects; or (d) 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. CACHE COUNTY IS NOT RESPONSIBLE FOR DEATH OR INJURY TO ANY PARTICIPANT IN AN EQUESTRIAN ACTIVITY CAUSED BY OR ARISING OUT OF THE INHERENT RISKS OF EQUESTRIAN ACTIVITIES.”

- c. The undersigned is aware of, and agrees to fully comply with all of the rules and regulations of the Cache County Fairgrounds for the entry, use, and presence of the undersigned upon, on, or within the premises and facilities and engagement and participation in the said event or activity.
- d. Prior to signing this release, waiver of liability, and indemnity agreement, the undersigned has had the opportunity to personally inspect the premises and facilities of the Cache County Fairgrounds and to make inquiries and obtain all relevant and sufficient information and advice, including legal advice, about the nature, risks, and details of above-described activity, event, or related activities or events.
- e. The undersigned acknowledges and confirms that the decision to engage in or participate in the said activity or event and to sign this release, waiver of liability, and indemnity agreement is a voluntary decision and act on the part of the undersigned.
- f. The undersigned herewith agrees to release and waive any and every claim for liability which the undersigned may have against Cache County and any of the officers, employees, agents, representatives, and volunteers of Cache County arising from any injury to the undersigned or any other person or damage to the property of the undersigned or any other person resulting from the entry, use, and presence of the undersigned on, upon, or within the premises or facilities of the Cache County Fairgrounds or from the engagement or participation of the undersigned in said activity or event.
- g. The undersigned herewith agrees to indemnify Cache County and its respective officers, agents, officials and employees, and volunteers and release them from any liability, that may arise out of the acts or omissions, negligent or otherwise of the undersigned and/or his/her/their officers, agents, officials, members, employees, and volunteers, or any person or persons. The other party indemnifies the County from any acts of negligence the County, its officers, employees, and agents may commit in the performance of this Agreement. In addition, User agrees to repair, solely at Users Cost, all damages to Cache County's facilities or equipment arising out of User's use or possession of said facilities.
- h. The approval of this instrument and agreement by Cache County and any of the officers, employees, agents, representatives, and volunteers of Cache County is subject, in part, upon the information provided by the undersigned.

13. Revocation. If the Applicant violates any condition of this use agreement, the County may revoke this use agreement with no refund.

14. Government Immunity. The County, its employees, and its agents are immune from suit as permitted under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 to 904, as amended (the “Act”), unless the immunity is expressly waived in the Act and there are no relevant exceptions to the waiver. Furthermore, nothing in this Agreement shall act as a waiver of any protections, rights, or defenses applicable under the Act.

15. Notice. Notice given to the other party under this Agreement is sufficient if done by written communication. Notice is considered received upon personal delivery, actual receipt, or after three (3) days after such notice is deposited in the United States mail, postage prepaid, certified, and addressed to the Party's address as indicated below:

Address for COUNTY: Cache County Fairgrounds 490 S 500 West, Logan UT 84321

Applicants Address: _____

16. Jurisdiction. The Parties shall apply the laws of the State of Utah to govern and interpret the provisions of this Agreement. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the breach thereof.

17. Severability. If any court of competent jurisdiction or other legal authority with power to make binding legal determinations finds that any part of this Agreement is illegal, the remaining portions of the Agreement shall remain in full force and effect.

Primary Stall Renter's Signature: _____ Date _____

Applicant/Guardian's Signature: _____ Date _____

Cache County Signature: _____ Date _____