



FAIR BOARD TETON COUNTY, IDAHO FACILITIES USE AGREEMENT WITH TETON VALLEY RODEO COMPANY

This Facilities Use Agreement (“Agreement”) is entered into by and between the Teton County Idaho Fair Board (“Fair Board”) and Teton Valley Rodeo Company, a Driggs, Idaho Company.

RECITALS

WHEREAS Teton Valley Rodeo Company is desirous of utilizing the Fair Board’s rodeo grounds and arena and the Fair Board is willing to enter into an agreement allowing the use of their rodeo grounds and arena located 1413 N Highway 33, Driggs, Idaho (“fairgrounds”) for the 2024 rodeo season. It is their desire to have a multiple year contract. The Fair Board is unable to grant a multi year contract but may have in their power to grant First Right of Refusal, with terms to be determined, to the Teton Valley Rodeo Company for the next season until a new agreement is executed by both parties.

NOW THEREFORE, in consideration of the sums heretofore paid, and the covenants and promises contained herein, the parties agree as follows:

1. NIGHTLY RENTAL: Teton Valley Rodeo Company has committed to pay the Fair Board for a minimum of 6 rodeos for the 2024 Rodeo season. The nightly rental for the use of the rodeo grounds shall be \$500.00 for the arena and an option to use sound system for \$50.00. The rental fee shall be paid at the end of each rodeo season. A late payment fee of 1.5% per month (18% annum) will be paid on any balance remaining unpaid for more than 30 days from the last rodeo of the season. Annual payment is required for a minimum of 6 rodeos whether or not these events are held. If greater than 6 rodeos are held, payment will be required for each additional event.

2. FRIDAY NIGHTS: The Teton Valley Rodeo Company has the first option on all Friday nights from June - August. If the Teton Valley Rodeo Company does not host a rodeo on a given Friday night from June - August, the Fair Board has the option to rent that night to another user group. The Teton Valley Rodeo Company shall set their calendar by May 1 of each year.

3. GROUNDS POLICY:

1. The grounds will be worked and groomed by the Teton Valley Rodeo Company to meet their needs for animal footing before and during the performance. All livestock will need to be removed from the area no later than noon on the day following the event (Saturday) of the rodeo.
2. Fair Board will be responsible for watering the arena.
3. All improvements to the fairgrounds will be approved by the Fair Board. Teton Valley Rodeo Company will keep track of all structural/fixed improvement expenses; with the option for the Fair Board to buy back any of these items.
4. Fair Board will apply magnesium dust control to the arena access road.

5. CLEANING OF GROUNDS/TRASH REMOVAL: Teton Valley Rodeo Company will have trashed picked up from the arena grounds and hauled to the dumpster at the fair building from the arena area no later than 9:00 am the morning after the rodeo event (Saturday morning).
6. UTILITIES/LIGHTS: Teton Valley Rodeo Company will purchase tokens from the fair board to run electric arena lights.
7. SECURITY: Teton Valley Rodeo Company will provide security for each rodeo as needed.
8. ALCOHOL: Teton Valley Rodeo Company will follow the fairground rules when serving alcohol. A license, permit, insurance and security is required.
9. INSURANCE: Insurance must be provided by Teton Valley Rodeo Company for each event to cover the event and spectators required by Teton County. Teton Valley Rodeo Company shall maintain or cause to be maintained a primary Commercial General Liability insurance policy covering all claims for bodily injury and property damage, including loss of use thereof, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Such insurance shall be written on an occurrence basis unless Teton County otherwise consents in writing. The policy shall provide that such insurance shall be primary coverage without reduction or right of offset or contribution on account of any insurance provided by Teton County to itself or its officers, officials, or employees, that such insurance shall not be altered or cancelled without sixty (60) days' written notice to Teton County, and that such insurance shall name Teton County and the Teton County Fair Board as additional insured. The insurance policies purchased by Teton Valley Rodeo Company must be issued by a company authorized to conduct business in the State of Idaho or by a company acceptable to Teton County and which has a rating of A-VIII or better by A.M. Best. Prior to the commencement of any use of the

rodeo grounds, the Teton Valley Rodeo Company shall furnish to Teton County an insurance certificate or renewal certificate evidencing all insurance required to be carried by Teton Valley Rodeo Company.

10. **SAFETY/LIABILITY:** These insurance coverages should constitute the minimum requirement. Providing such insurance in no way lessens or limits the liability of Teton Valley Rodeo Company. A Teton Valley Rodeo Company shall procure and maintain, at its own cost, any additional kinds and amounts of insurance that they believe, in their own judgment, may be necessary for its proper protection relative to the event/use. Further, safety precautions shall at all time be exercised for the protection of all persons and property.
11. **DAMAGE TO PREMISES:** Teton Valley Rodeo Company will be held responsible for all damages to premises which occur during the time of rental. A fair board member must be notified immediately.
12. **SUBLETTING:** Teton Valley Rodeo Company will not have the right to sublet the premises or any part thereof.
13. **CONCESSIONS:** Fair Board has First Right of Refusal for the opportunity to sell concessions during Friday night Rodeos. See separate concessions agreement.
14. **TOILET FACILITIES:** There will be five portable toilets supplied by the Fair Board. Additional portable toilets as required by Teton Valley Rodeo Company or Idaho District Health will be supplied by the Fair Board.
15. **INDEMNIFICATION:** Teton Valley Rodeo Company shall defend, indemnify and save harmless Teton County, the Fair Board and their officials, officers, employees and agents from all costs, claims and expenses arising out of any claim of liability for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever, by reason of Teton Valley Rodeo Company's operation, use or occupation of the facilities, by Teton Valley Rodeo Company's presentation of, preparation for or cleanup after the event or by any act or omission of Teton Valley Rodeo Company or any of its agents, employees, guests, patrons or invitees related to the event/use and/or the facilities including the application or violation of any pertinent federal, State, or local law, rule, or regulation. This indemnification extends to the successors and assigns of the Teton Valley Rodeo Company, and this indemnification survives the expiration or termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of Teton Valley Rodeo Company.
16. **WORKERS' COMPENSATION.** At all times during any work conducted by or on behalf of the Teton Valley Rodeo Company on or about the Property Teton Valley Rodeo Company shall maintain, and cause its contractors to maintain, Workers' Compensation Insurance covering all employees of such

contractors as required by the laws of the State of Idaho. Teton Valley Rodeo Company shall require all contractors and subcontractors performing work to obtain an insurance certificate showing proof of Workers' Compensation and Employer's Liability Insurance.

17. **DEFAULT AND REMEDIES:** In the event either party fails to perform any covenant or obligation hereunder, the party shall be deemed to be in default under the terms of this Agreement. In such event, the parties shall have available to them all remedies at equity or law under the laws of the State of Idaho. In the event any legal action is brought to enforce a party's rights under this paragraph the prevailing party shall be entitled to recover his reasonable costs and expenses, including reasonable attorney's fees, in bringing such legal action. This Agreement shall not be interpreted so as to provide for any duty or obligation on the part of Teton County or the Fair Board. All rights and remedies provided for in this agreement are in addition to all other rights or remedies provided for by law.

18. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. In the event of any dispute arising from this Agreement, jurisdiction and venue shall be in the applicable court of competent jurisdiction located in Teton County, Idaho. The parties hereto shall be deemed to have consented to such jurisdiction and venue, and waived all rights or claims to have the dispute heard or considered in any other jurisdiction or venue.

19. **ADDITIONAL DOCUMENTS AND ACTS:** Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this agreement and the transactions contemplated hereby.

TETON VALLEY RODEO COMPANY:

Carol Petersen, Co-Owner Carol Petersen Date: 5-8-24

Lane Hillman, Co-Owner Lane Hillman Date: 5-8-24

TETON COUNTY FAIR BOARD:

John Smaellie, Chair [Signature] Date: 5-8-24

Approved: TETON COUNTY BOARD OF COMMISSIONERS:

Cindy Riegel, Chair _____ Date: _____