



TETON COUNTY FAIR BOARD FACILITIES USE AGREEMENT WITH TETON VALLEY BALLOON RALLY, INC

This Facilities Use Agreement (“Agreement”) is entered into by and between the Teton County Idaho Fair Board (“Fair Board”) and Teton Valley Balloon Rally, Inc. an Idaho Non-Profit Corporation (“TVBR”).

RECITALS

WHEREAS Teton Valley Balloon Rally, Inc. desires to utilize the fairgrounds for a Balloon Rally summer of 2024. The event dates are July 4 - 7, 2024. The TVBR is requesting use of the grounds at 1413 Hwy.33 N, Driggs, Idaho (the “property”) from July 1st- July 8th.

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

1. **RENTAL:** The Teton County Fair board agrees to accept accreditation of event sponsorship at the Title level, valued at \$7,500.00. Therefore, rental fees for July 1st- 8th will be \$1,000.00 and 10% of the Saturday night (7/6) event’s net profit. Fair Building is available for the Saturday night event (at no extra cost) if needed. Separate cleaning list will be provided.
2. **CLEANING OF GROUNDS/TRASH REMOVAL:** Teton Valley Balloon Rally, Inc. may use any trash bins and porta potties on site. Additional dumpsters and potties are the responsibility of Teton Valley Balloon Rally, Inc. TVBR may leave such items as pop-up tents and other temporary structures, and parking signage in place until 5 p.m. on the last day of the Balloon Rally.
3. **SECURITY:** Teton Valley Balloon Rally, Inc. will provide security for each event as needed. Security is mandatory for the duration alcohol is being sold.
4. **INSURANCE:** Insurance must be provided by Teton Valley Balloon Rally, Inc. for each event to cover the event and spectators required by Teton County. Teton Valley Balloon Rally, Inc 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 Balloon Rally, Inc. 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 fair facilities, Teton Valley Balloon Rally, Inc. shall furnish to Teton County an insurance certificate or renewal certificate evidencing all insurance required to be carried by Teton Valley Balloon Rally, Inc.

5. SAFETY/LIABILITY: These insurance coverages should constitute the minimum requirement. Providing such insurance in no way lessens or limits the liability of Teton Valley Balloon Rally, Inc. Teton Valley Balloon Rally, Inc. 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.
6. DAMAGE TO PREMISES: Teton Valley Balloon Rally, Inc. will be held responsible for all damages to premises which occur during the time of rental. A fair board member must be notified immediately.
10. SUBLETTING: Teton Valley Balloon Rally, Inc. does have permission to sublet a designated part of the fairgrounds to Rally participants who wish to park and stay in their self-contained campers or tents. The grass area immediately behind the riding pavilion will be used only for tents and foot traffic and must be roped off and well signed to avoid any other traffic. All campers will need to vacate the property no later than noon on July 9th.
11. CONCESSIONS: Teton Valley Balloon Rally will coordinate concessions for the event. TVBR may request to rent the Fair Board food trailer if it is available. The Fair Board and TVBR will enter into a separate rental agreement for use of the Food Trailer. Concessionaires are not allowed to dump grey water, cooking grease or oil disposed of (intentionally or unintentionally) on the surface of the grounds or left behind post event.
12. INDEMNIFICATION: Teton Valley Balloon Rally, Inc. 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 Balloon Rally, Inc.'s operation, use or occupation of the facilities, by Teton Valley Balloon Rally, INC's presentation of, preparation for or cleanup after the event or by any act or omission of Teton Valley Balloon Rally, Inc. or any of its agents, employees, guests, patrons or invitees related to the event/use and/or

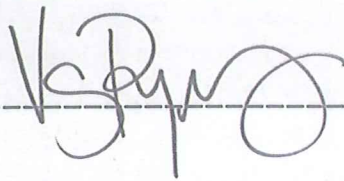
the facilities including the application or violation of any pertinent federal, State, or local law, rule, or regulation. This indemnification extends to the successors and assigns of the Teton Valley Balloon Rally, Inc., and this indemnification survives the expiration or termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of Teton Valley Balloon Rally, Inc.

13. WORKERS' COMPENSATION. At all times during any work conducted by or on behalf of the Teton Valley Balloon Rally, Inc. on or about the Property Teton Valley Balloon Rally, INC 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 Balloon Rally, Inc. shall require all contractors and subcontractors performing work to obtain an insurance certificate showing proof of Workers' Compensation and Employer's Liability Insurance.
14. 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.
15. 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.
16. 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.
17. TERMINATION: This agreement may be terminated at will by either party upon 30 days written notice. The performance of this agreement may be subject to force majeure, including but not limited fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of

transportation facilities, or other similar occurrence beyond the control of the parties.

18. MOWING: The Fair Board will be responsible for mowing the fairgrounds south of the fair building, south and east of Pavilion several days prior to the start of the event.
19. PERMITS: Teton Valley Balloon Rally, Inc will provide a copy of their State and County approved alcohol permit and any other required permits for said event(s) to the Fair Board.
20. TVBR acknowledges the following prescheduled events at the Fairgrounds during the TVBR dates: Scale and Indoor Pavilion: Wed 7/3 Alta 4H Beef Club. Fair Building: Cooking class Sunday 7/7 from 3-9pm, and Teton 4H Cooking Club 7/9 from 6-8pm. Rodeos will begin at 8pm both July 4th and 5th at the Outdoor Arena.

TETON VALLEY BALLOON RALLY, INC.
Virginia Powell Symons, Board Chair



Date: May 14, 2024

TETON COUNTY FAIR BOARD
John Smaellie, Chair



Date: 5/14/24

Approved: TETON COUNTY BOARD OF COMMISSIONERS
cindy Riegel, Chair

Date: _____