



Missoula County Fairgrounds
1101 South Ave West
Missoula, MT 59801
P. (406) 721-3247
www.missoulafairgrounds.com

MISSOULA FAIRGROUNDS FACILITY LEASE AGREEMENT

This Lease, made and entered into this [DAY] of [MONTH], 2020 by and between the Missoula County Fairgrounds, a department of Missoula County, hereinafter referred to as the “**Lessor**”, and [ORGANIZATION, INDIVIDUAL NAME] hereinafter referred to as the “**Lessee**.” The parties agree as follows:

1. **Property:** The Lessor agrees to lease to Lessee, and the Lessee agrees to lease from the Lessor, the following Property managed by the Lessor and described as follows:
 - a. [FACILITY]
 - b. [PARKING LOT], not exclusive use
2. **Term:** The term of this Lease shall be for [EVENT DATE(S)]. During the term of this lease, Lessee shall have the right to use of the facilities described in section 1, subject to any other conditions in this Lease.
3. **Deposit:** Lessee shall submit a damage deposit (“Deposit”) of \$[DEPOSIT AMOUNT] to secure compliance with all the conditions of this Lease. The Deposit is in addition to and separate from the Rent. The Deposit shall cover cleaning expenses attributable to Lessee’s failure to maintain the Property. Lessor shall return the Deposit within 30 days of the termination of the lease agreement. If necessary, fees for damages and cleaning expenses shall be deducted from the damage deposit. If the deposit is insufficient to satisfy Lessor’s claims for obligations under the lease agreement, Lessor may collect the deficiency from Lessee.
4. **Rent:** Lessee shall pay Lessor a total of \$[RENTAL AMOUNT] for use of the Property. Rent shall be paid to the Lessor at 1101 South Avenue West, Missoula, MT 59801 no less than 30 days prior to the rental date(s). The foregoing Rent amount is determined according to charges and fees specified on the attached Exhibit A. By this reference, Exhibit A is made a part of the Lease.
5. **Additional Payments:** Lessee is responsible for any additional payments in the amounts and for the purposes identified in Exhibit A. Payments shall be made to the Lessor on the same date as specified in Section 4.
6. **Purpose:** Lessee shall use the Property for [EVENT TYPE]. Lessee shall restrict the uses of the Property to those activities stated in this Lease and shall not use or permit the use of the Property for any other purpose without the written consent of Lessor. Lessee shall use the Property in a careful and proper manner and shall comply with all laws, ordinances, and regulations relating to the possession, use and maintenance of the Property.
7. **Alterations/Improvements:** Lessee shall make no alterations or improvements to the Property without prior written consent of Lessor. Lessee shall not place bolts, screws, or nails in any structure for securing vendor displays, banners or promotional materials without the prior written consent of Lessor.
8. **Maintenance:** Lessee shall keep the Property in good repair during the time of this Lease.
9. **Right of Inspection:** Lessor shall have the right to enter the Property for the purposes of inspection for the compliance with this Lease and any other laws or regulations during the time of this Lease.
10. **Liens and Encumbrances:** Lessee shall in no way cause the property to be liened, mortgaged or encumbered during the term of the Lease.

11. Permits and Licenses: Lessee shall obtain all permits and licenses necessary for engaging in all activities connected with Lessee's use of the Property and submit copies of all permits and licenses to the Lessor at least 30 days prior to the event.

12. Utilities: Basic electrical services are included without additional fee. Utilities available vary throughout the Fairgrounds, but include numerous 110-volt outlets, 220-volt outlets, and potable water on site. Building 19/Public Restroom facilities are available from Mid-April to Mid-October. Available power boxes may be requested from the Lessor, but extension cords must be supplied by the Lessee/vendors.

13. Operation of Concessions: Lessee may operate or permit a concessionaire or licensee to operate concessions during its use of the Property provided Lessee or concessionaire obtains all licenses and permits necessary for the operation of the concessions. Fees associated with operating concessions are detailed in the Exhibit portion of the contract.

14. Fire & Heating Devices: Lessee shall agree to keep all open flames or devices emitting flame, fire or heat or any flammable or combustible liquids, gas, charcoal or other cooking device an adequate, safe distance away from any building on the Property. This includes propane heaters of any kind, burn barrels, bonfires, and similar heating devices. Lessee agrees to obtain special permits needed for bonfires, burn barrels, and similar heating devices through the City of Missoula. If Lessee intends to utilize a bonfire or burn barrel, Lessee must contact Lessor and receive prior written approval for proper placement of any flame.

Lessee will have the following fire or heating devices as part of this facility rental:

[LIST FIRE OR HEATING DEVICES – INCLUDE FOOD TRUCKS/CATERING EQUIPMENT]

The fire/heating devices noted above will be set up in the following location(s):

[LIST LOCATION]

15. Alcohol: Lessee acknowledges and understands that Lessor prohibits the sale, distribution, or consumption of any alcoholic beverage on the Property without express written consent of the Lessor. If Lessee intends to serve alcohol during Lessee's use of the Property, Lessee acknowledges being aware that there are strict rules and potential liability. Regarding permits and licenses, Lessee must obtain all permits and a license, ensuring that all criminal laws are complied with including that underage consumption of alcoholic beverages does not take place and open container laws are complied with. Additional questions should be addressed to local law enforcement. Regarding civil liability, Lessee acknowledges being aware that there are a number of scenarios where liability may be incurred. Lessee acknowledges that under other provision of the lease, Lessee had agreed to indemnify Lessor for those situations.

If renter requires any type of alcohol sales, an alcohol sales permit/license must be present at all times during scheduled event and a copy of the permit/license must be submitted to the fair office. Renters will be allowed to serve alcohol to guests during a non-profit, family-oriented private event such as a wedding reception or reunion.

Fairgrounds management reserves the right to require the presence of uniformed security officers during high-impact events involving and/or those involving alcohol. Fairgrounds management reserves the right to inspect/document at any time the event location of all alcohol usage.

Definitions:

Liquor / Spirits includes brandy, fruit brandy(schnapps), gin, rum, tequila, vodka, and whisky, consequently all alcoholic beverages other than beer and wine are generally referred to simply as spirits.

Will alcohol be: Served: [Y/N] Sold: [Y/N] If Sold: liquor permit carrier: [CATERER NAME]

16. Additional Equipment: Depending on availability, tables and chairs may be available for Lessee's use at no additional charge. Lessee is encouraged to check with Lessor regarding the availability of any tables or chairs. If tables or chairs are provided, Lessee is responsible for setting up, breaking down, and cleaning tables and chairs. Lessee may not remove any tables or chairs from any building.

- a. Trash receptacles
- b. [Additional equipment]

17. Sanitation: Lessee may be required to obtain and maintain all toilets, including the public restrooms, and other sanitation facilities required by law and reasonably necessary for the use of certain facilities on the Missoula County Fairgrounds. Lessee is responsible for cleaning and restocking restrooms.

18. Clean Up & Waste Removal: The Lessee is required to remove all trash and place it into the trash bags. Lessor is required to collect trash bags and place in garbage dumpsters located on the Property. Lessee is responsible for clean up during and immediately after the event. If the cleanup is not satisfactory and has to be completed by the Lessor facilities staff, funds to cover clean up may be deducted from the Lessee's Deposit. If required, Lessor reserves the right to either hire a third party to perform the cleanup or to perform it on its own at a rate of \$50.00 per hour.

19. Advertising: Lessee shall conduct and be responsible for any advertising it chooses to do in connection with its use of the Property unless otherwise agreed to in writing with the Lessor. Lessee shall not use bolts, screws or nail or any other damaging hardware to affix any advertisements, posters, or banners to Lessor's Property without prior written approval.

20. Surrender: On expiration of the term of this Lease, Lessee shall deliver the Property to Lessor.

21. Condition of Property: Lessee acknowledges having inspected the Property, the areas around the Property prior to taking possession of the property. Lessee accepts the property "As Is" and agrees to return the property to Lessor in as good a condition as it now is on the expiration of the term of this Lease.

22. Events Constituting Default: The following events shall constitute default on this Lease. a.) Nonpayment by the Lessee of any sum required to be paid by the Lessee under the terms of the Lease; b.) Nonperformance by the Lessee or Lessor of any covenant or condition of the Lease.

23. Right to Prevent Default: Should Lessee fail to make any payment or do any act required by this Lease, the Lessor shall have the right, at its option, without notice or demand on the Lessee, to make such payment or do such act. All expenses incurred by Lessor in preventing the default of Lessee shall be due and payable from Lessee to Lessor on the date the expenses are incurred without demand and shall bear interest at the rate of twelve (12) percent per annum from the date incurred until paid by Lessee.

24. Rights on Default: On default of the Lessee under the terms of the Lease Lessor may immediately exercise any or all of the following options: a.) Declaring all rent hereunder for the entire term of the lease immediately due and owing; b.) Take possession of the Property; c.) provide notice of default and opportunity to remedy within a reasonable time. The remedies herein afforded to the parties are non-exclusive and are to be considered in addition to all rights, remedies and actions Lessor might have under the laws of the State of Montana.

25. Termination: This Lease may be terminated at any time by mutual written and signed consent of both parties.

26. Notice: Notice given hereunder shall be served upon the parties by registered or certified mail sent return receipt requested. Such mail shall be directed to the parties at the following address:

Lessor:
Missoula County Fairgrounds
1101 South Ave. W
Missoula, MT 59801

Lessee:

[Organization name, Representative name]

[Mailing Address]

[City, State Zip]

Notice served by mail shall be deemed received when deposited in the United States Post Office. In the event the parties change their address, they shall so advise the other parties. Any notice mailed to a previous address before notice of a change of address shall be fully effective.

27. Successors: This Lease shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

28. Entire Agreement, Modifications: This Lease contains the entire agreement between the parties. All preliminary negotiations and agreements are merged herein. This Lease cannot be changed or modified in any manner except by a written agreement signed by both parties.

29. Non-Assignment: Lessee shall not assign this Lease or sublet the Property without the written consent of Lessor.

30. Non-smoking: Missoula County Fairgrounds is a smoke-free facility.

31. Compliance with all laws and non-discrimination: Lessee agrees to comply with all federal, state, and local laws, rules, and regulations. In accordance with Montana Code Annotated Title 49, Chapters 2 and 3, Lessee agrees to not discrimination in the provision of goods, services, or public accommodations, or other protected activities.

32. Cost and Attorney's Fees: In the event either party may institute legal action for enforcement of this Lease, the prevailing party shall be entitled to reasonable attorney's fees in addition to costs of the suit.

33. Destruction of Lease Property: If the Property is damaged or destroyed by fire, the elements, unavoidable accident, vandalism or other casualty prior to or during the term of the lease, and if by reason of such occurrence the Property shall be rendered unusable only in part, the rent during the time the Property is partially unusable shall be abated proportionately as the portion of the premises rendered unusable. If the Property shall be rendered wholly unusable by reason of such occurrence, the Lessor shall cause the damage to be repaired, and the rent meanwhile shall abate until the leased premises have been restored and rendered tenable, or Lessor may, at its election, terminate this lease and the tenancy hereby created by giving Lessee within thirty (30) days following the date of the occurrence, written notice of Lessor's election to terminate the lease. In the event of such termination, rent shall be adjusted as of the date of the occurrence.

34. Indemnity: Lessee shall defend, indemnify, and hold harmless the Lessor, its employees and agents, from all claims, liabilities, causes of action or judgments, including costs and attorneys' fees, asserted by or awarded to third parties as a result of (1) any negligent action or omission or willful misconduct on the Lessee, its employees or agents; (2) any loss or damage to the Property or any personal or real property damaged as a result of Lessee's use of the Property from any cause that occurs during the term of this Lease.

35. Insurance: Lessee shall be required to maintain general liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) in the aggregate.

Lessee shall purchase and maintain automobile occurrence coverage with combined single limits for bodily injury, personal injury and property damage of \$500,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor and its employees, agents, representatives, assigns or subcontractors. Any Lessee/contractor/concessionaire driving their personal automobile shall maintain, and show proof of, the required minimums for the state of Montana.

All insurance policies required must be from an insurance carrier licensed to do business in the State of Montana. Lessee agrees to furnish proof of required insurance to the County prior to commencing work under this Agreement. County must be listed as an additional insured on the general liability insurance certificate for this Agreement unless otherwise specified by the County.

4. The State of Montana, Missoula County, and the City of Missoula have declared a state of emergency due to the COVID-19 pandemic. All activities on the Fairgrounds are considered "events." Lessee will follow the requirements for events, as ordered by the Missoula City/County Health Officer and the State of Montana.
5. Lessee shall develop and implement a written plan addressing the requirements of the State of Montana and the Missoula Health Department. The plan shall be posted at the event and be made available to the County upon request. The plan shall include the following at a minimum:
 - i. Limit attendance to maximum event capacity set forth by the Missoula Health Department.
 - ii. Health assessments be conducted for all staff/volunteers/hosts immediately prior to the event.
 - iii. Physical distancing of 6 feet be maintained between non-congregate attendees.
 - iv. Measures to protect attendees and hosts waiting in line, such as signs denoting six-foot separation or temporary barriers. Lessee may not put markings on the ground or floors or walls without approval from the Fairgrounds.
 - v. Staff/volunteers/hosts receive training on practicing good hygiene, maintaining physical distancing, recognizing the symptoms of COVID-19, and not attending the event if experiencing symptoms.
 - vi. Anyone showing symptoms of COVID-19 may be asked to leave the premises.
6. Lessee shall be responsible for the following guidelines and policies for events or other applicable use as set forth by the State of Montana and the Missoula Health Department including but not limited to:
 - i. Increase cleaning and sanitizing of frequently touched surfaces, including door handles, chairs, and tables.
 - ii. Food vendors shall follow applicable COVID-19 procedures for restaurants and retail food service.
 - iii. Provide hand sanitizer or hand washing stations throughout the venue.
 - iv. Increase cleaning and sanitizing of restrooms.

Historic Building additional requirements:

The historic Commercial and Culinary buildings on the Missoula County Fairgrounds are newly remodeled. Lessee agrees to protect taxpayer investment by ensuring all users adhere to the rules set forth below. Damages may result in loss of damage deposit and additional fees.

1. Heavy items
 - i. Extreme care and many hands shall be used when unloading and transporting heavy items and furniture. Use the padding and carts supplied by the Fairgrounds.
2. Decorating
 - i. Interior and exterior decorating and signage plans shall be submitted by renter and approved by Grounds and Facilities Manager 10 days prior to an event.
 - ii. All evidence of decorations shall be removed by the renter to avoid additional cleaning fees.
 - iii. Nails, staples, tape, tacks, putty are strictly prohibited - even using existing holes. (Painters tape may be used if pre-approved.)
 - iv. Vendor displays shall be free-standing and self-sustained.
 - v. Free-standing decorations and furniture shall have bases with protective material to prevent damage to floors.
 - vi. Decorations or light strings along the walls shall utilize the hooks on the gallery strips.
 - vii. Decorations strung across the width of the building or between pillars shall be light-weight and attached using string or zip ties. All trace of ties shall be removed during clean up.
 - viii. Nothing shall touch sprinkler pipes, electrical or mechanical piping.
 - ix. Balloons shall be fixed to pre-authorized displays/decorations, or otherwise prohibited.
 - x. Open flames are prohibited. Battery operated "candles" are recommended instead.

- xi. Boxes shall not be stacked over 6 feet.
 - xii. Combustible or flammable liquids and aerosols are prohibited.
3. Animals
- i. Service animals only.
4. Elevator Usage
- i. The Culinary building lift is for persons with disabilities only and shall only be operated by Fairgrounds staff.
5. Cleaning
- i. Lessee is responsible for cleaning the facility during and following an event.
 - ii. Restrooms shall be cleared of trash, swept, and wet mopped to doorway. Sinks and toilets shall be wiped down.
 - iii. Main floors shall be swept and maintained during the event to prevent scuff marks. Spot clean any spills immediately to avoid staining and damage.
 - iv. Clean and wipe counter tops, sinks, stoves, oven, and coolers in Culinary building kitchen.
 - v. Place trash, in bags, just outside building doors.
 - vi. Oversized, discarded items shall be transported and disposed of in the dumpster located near the Fairgrounds Maintenance shop.