

FOR OFFICE USE ONLY	
Down Payment Date	_____
Cash/Card/Check#	_____
Insurance Received	_____
Liquor License	_____
Food License	_____

# GENERAL LEASE

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

**BETWEEN LESSOR:**

Gallatin County  
901 N Black  
Bozeman MT 59715  
406-582-3270, [fairgrounds@gallatin.mt.gov](mailto:fairgrounds@gallatin.mt.gov)  
Attn: Dennis Voeller, General Manager

**AND LESSEE:**

Organization \_\_\_\_\_  
Address \_\_\_\_\_  
City, St, Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_  
Attn/Title \_\_\_\_\_

A) **EVENT Name** \_\_\_\_\_ **Event Date(s)** \_\_\_\_\_  
**Event Contact** \_\_\_\_\_ **Cell Phone** \_\_\_\_\_ **Email** \_\_\_\_\_  
 Private Event     Public Event: Attendance Expected \_\_\_\_\_ Admission Pricing \_\_\_\_\_ Public Hours \_\_\_\_\_

B) RENT (Facilities, Equipment, Labor)	Rate	Amount Due

We accept debit and credit cards.  
A 3% booking fee will be added if paying by card. Please call the Fairgrounds Office at 406-582-3270 to charge to your card.  
*Make checks payable to Gallatin County Fairgrounds*

**Estimated Total** \_\_\_\_\_  
**Less Down Payment (due with General Lease)** \_\_\_\_\_  
**Additional Rents Invoiced after Event** \_\_\_\_\_

C) **FOOD & BEVERAGE:**     **17% of Gross Sales** (See General Lease Provisions 7.0)  
**Alcohol Vendor Contact Info** \_\_\_\_\_    **Food Vendor Contact Info** \_\_\_\_\_

**Within 15 Days of Contract Issuance:**

**Alcohol Documents Required:**

- State Liquor License
- Liquor Liability Insurance
- City/County Alcoholic Bev. Catering Special Event Endorse.
- Alcohol Sales Training Verification
- MSU: Off-Campus Alcohol Activity Permit  
Signed by Dean of Students

**Food Vendor Documents Required:**

- Health Dept Purveyors Permit  
Contact Gallatin City-County Health Dept 406-582-3120

D) **SECURITY: Contact Info** (See General Lease Provisions 6.0) \_\_\_\_\_

E) **INSURANCE: Certificate of General Liability Insurance naming "Gallatin County, Montana" as additional insured must be supplied to LESSOR at least 30 days prior to start of the lease term.** (See General Lease Provisions 5.3)

Minimum policy limits of \$1.5 Million are required.

F) This agreement is VOID if not signed and returned with down payment (if applicable) to LESSOR on or before \_\_\_\_\_.

## GENERAL LEASE PROVISIONS

This Lease Agreement is made and entered into as of the Contract Date between the Gallatin County Fair Commission ("LESSOR") and the organization, entity, or person identified as LESSEE on page 1. LESSOR is authorized to enter this lease pursuant to Gallatin County Resolution 2011-072 (Aug. 23, 2011).

In consideration of the rents reserved and the covenants hereinafter set forth, it is agreed as follows:

- 1.0 **TERM:** The term of this lease is limited to the specific Event Date(s) set forth on page 1 under the heading "A) Event".
- 2.0 **ACCESS TO PREMISES:**
  - 2.1 **PREMISES:** This lease is limited to the specific facilities described on page 1 under the heading "B Rent (Facilities, Equipment, Labor)" and located at the Gallatin County Fairgrounds (the "Premises").
  - 2.2 **LESSOR TO HAVE ACCESS:** LESSEE shall allow LESSOR and its representatives unlimited access to the Premises during the lease term.
  - 2.3 **LESSEE'S ACCESS TO PREMISES:** After using the Premises, LESSEE agrees to close, lock, and secure all doors, gates, and other access points to the Premises.
  - 2.4 **EMERGENCY ACCESS:** In case of an emergency, if LESSEE shall not be present to permit entry to the Premises, LESSOR or its representatives may enter the same forcibly without rendering LESSOR or its representatives liable therefore or affecting LESSEE's obligations under this lease.
- 3.0 **USE OF PREMISES AND RESTRICTIONS:** LESSEE may use the Premises only for the event stated on page 1 under the heading "A) Event." LESSEE shall at its sole cost comply with all laws, governmental regulations, and requirements pertaining to the use of the Premises, and shall likewise be solely responsible, at its own cost, for all licenses and permits required for LESSEE's proper and lawful use of the Premises. LESSEE will make no other use of the Premises without the written consent of LESSOR and will not permit the Premises to be used for any illegal purposes, businesses, or occupations. LESSEE shall not commit, or suffer to be committed, any waste upon the Premises, nor do or permit anything to be done on the Premises that will constitute a public or private nuisance. LESSEE acknowledges that its use of the Premises is nonexclusive and may be subject to the rights of other persons or entities to access and use the Premises with no notice to LESSEE.
  - 3.1 **EQUAL OPPORTUNITY:** LESSEE acknowledges that LESSOR must comply with the Governmental Code of Fair Practices Act (Title 49, Chapter 3, MCA) and that no facilities located on the Premises may be used in furtherance of any discriminatory practice. LESSEE agrees that it will not perform any part of this lease in a manner that discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. Any hiring by LESSEE for the purposes of this lease must be on the basis of merit and qualifications directly related to the requirements of the particular position being filled.
  - 3.2 **IMPROVEMENTS:** LESSEE shall not make any alterations, additions, or improvements to the Premises without the prior written consent of LESSOR, except that LESSEE may install unattached, movable objects without drilling, cutting, or otherwise defacing the Premises.
  - 3.3 **ABANDONING PERSONAL PROPERTY:** Upon the termination or expiration of this lease, any personal property belonging to LESSEE and left on the Premises may be deemed abandoned at LESSOR's option and become LESSOR's property.
  - 3.4 **CLEAN UP:** Clean up procedures are posted in each building. Cleanup must be completed by LESSEE immediately after LESSEE's use of the Premises. If LESSEE does not perform the cleanup procedures to LESSOR's satisfaction, LESSEE agrees that LESSOR may bill LESSEE for the labor needed to complete such cleanup.
  - 3.5 **REPAIRS AND MAINTENANCE:** LESSEE shall maintain the Premises in as good, safe, clean, and sanitary condition as exists at the beginning of the lease term, reasonable wear and tear excepted.
  - 3.6 **REASONABLE TIME, PLACE, & MANNER RESTRICTIONS:** LESSOR may place reasonable time, place, and manner restrictions on LESSEE's use of the Premises, including on LESSEE's speech and expressive conduct. LESSEE acknowledges that its use of the Premises may be subject to the rights of other entities or persons to use the Premises for their own speech or expressive conduct, and that nothing in this lease provides LESSEE with any right to restrict the same.
- 4.0 **PAYMENT:**
  - 4.1 **RENT:** LESSEE shall pay rent to LESSOR at the rate set forth on page 1. Payment is due and payable 30 days from the date of invoice. Amounts unpaid 30 days after the date of the original invoice will bear interest at 1.5 percent per month. Collection will begin on unpaid balances 90 days past due.
  - 4.2 **DOWN PAYMENT:** LESSEES not having a credit history with the LESSOR will be required to pay the base rent due within 15 business days of contract issuance. Base rent not received within the time frame shall render contract null and void. In the event the lease reaches breach, the LESSEE shall be responsible for any fees necessary to adequately compensate LESSOR for fees, damage, loss or other expense.
  - 4.3 **ACCORD AND SATISFACTION:** No payment by LESSEE or receipt by LESSOR of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and LESSOR may accept such check or payment without prejudice to LESSOR'S right to recover the balance of such rent or pursue any other remedy.

- 4.4 **TAXES AND OTHER CHARGES:** LESSEE will pay for all taxes, assessments, licenses, permits, excises, or charges on income, rentals, or gross receipts imposed in lieu of, or partially in lieu of taxes, and any other public charges levied or assessed by the federal, state, or local governments and will at all times hold LESSOR harmless from all obligations for the payment thereof.
- 4.5 **UNPAID CHECKS:** If any check from LESSEE is returned to LESSOR unpaid due to insufficient funds, LESSEE shall pay to LESSOR an administrative fee of Thirty and No/100 Dollars (\$30.00) per check and LESSOR may, upon written notice to LESSEE, require LESSEE thereafter to make all payments by cashier's check or money order.
- 4.6 **CANCELLATION:** If LESSEE cancels this agreement 60 or more days prior to the first scheduled day of use, it will receive a full refund of any down payment. Should LESSEE cancel this agreement less than 60 days before the first scheduled day of use, it shall forfeit an amount equal to 1 full day's rent of the Premises or the down payment, whichever is less. If LESSEE rents the Premises based on an hourly rent, rather than a daily rate, LESSEE must give 24-hours notice of cancellation to LESSOR; if this notice is not received, LESSEE will be charged for the scheduled hours.
- 4.7 **TERMINATION:** In the event that LESSEE fails to comply with any covenant, term, or condition of this lease, LESSEE is deemed to be in material breach and LESSOR may immediately terminate the lease and LESSEE's use of the Premises.

## 5.0 LIABILITY, INDEMNIFICATION, AND INSURANCE:

- 5.1 **LIABILITY OF LESSOR AND INDEMNIFICATION:** LESSEE waives all claims against LESSOR for damages to goods or property and for injuries to persons on or about the Premises from any cause arising at any time, except negligence of LESSOR. LESSEE specifically assumes all responsibility for the payment of, and agrees to indemnify and hold LESSOR harmless for, all damages, costs, expenses, judgments, and attorney's fees arising from or related to any claims, actions, causes of actions, damage, or injury to any person, including death, or to the goods or property of any person, or damage to the Premises, arising from the use of the Premises by LESSEE, or arising from the failure of LESSEE to keep the Premises in good condition, or from any breach or default in the performance of any obligation on LESSEE's part.

In the case of such claim, action, damage or injury, LESSEE, upon notice from LESSOR, shall defend the same at LESSEE'S expense with counsel satisfactory to LESSOR. Nothing contained herein shall be deemed to limit the claims or causes of action that either LESSOR or LESSEE may have against third parties for damage arising from the act or negligence of said third parties.

- 5.2 **WORKERS COMPENSATION:** LESSEE must provide workers compensation for all of its employees in the amount required by Montana law.
- 5.3 **INSURANCE:** LESSEE shall carry commercial general liability insurance that is acceptable to LESSOR **and that names "Gallatin County, Montana" as an additional insured.**

For all events involving alcohol distribution or sales, and for any other event at LESSOR's discretion, coverage must be provided in a minimum amount of \$1.5M per Occurrence and Aggregate. Endorsements must be on a primary and non-contributory basis.

**Certificates of Insurance evidencing the above and any other insurance requirement herein must be supplied to LESSOR at least 30 days prior to start of the lease term.**

- 5.4 LESSEE shall put LESSOR on immediate notice of any changes or cancellation in coverage. LESSEE acknowledges its responsibility to insure all of its own personal property that will be located on the Premises. Anyone serving alcohol must also provide proof of liquor liability insurance. (See Section 7.1.)

- 6.0 **SECURITY:** Any event serving or selling alcohol must supply security for the event. LESSEE shall bear all associated costs of such security.

- 7.0 **FOOD AND BEVERAGE:** Any LESSEE selling food and beverages must pay LESSOR 17% of gross sales. LESSEE agrees to provide the documentation identified on page 1 to LESSOR at least 30 days prior to the start of the lease term.

- 7.1 **ALCOHOL:** For events involving alcohol distribution and/or sales, LESSEE must provide the documentation identified on page 1 to LESSOR at least 30 days prior to the start of the lease term.

## 8.0 ADDITIONAL TERMS:

- 8.1 **LESSEE'S ASSIGNMENT AND SUBLEASE:** LESSEE shall not assign any portion of its interest in this lease, or sublease any portion of the Premises, without the prior written consent of LESSOR, which may or may not be granted. The approval of any assignment or sublease by LESSOR shall not relieve LESSEE of liability for the performance of all the terms and conditions of this lease. Regardless of LESSOR'S consent, any assignment shall not be effective without the express written assumption by the assignee of the obligations of LESSEE under the lease.

- 8.2 **ATTORNEY'S FEES:** The prevailing party in any dispute arising under the terms and conditions of this lease may be entitled to an award of reasonable attorney's fees in the discretion of the court.

- 8.3 **TIME OF ESSENCE:** Time is of the essence with respect to the performance of every provision of this lease, and the strict performance of each provision shall be a condition precedent to LESSEE's rights to have this lease continue in effect.

- 8.4 **LIENS:** During the term of this lease, LESSEE shall keep the Premises and improvements thereon free and clear of all liens, mortgages, and encumbrances.

- 8.5 **COVENANT FOR FURTHER ASSURANCE AND BINDING EFFECT:** All of the terms, covenants and conditions herein set forth are binding upon, inure to the benefit of, and are enforceable by the heirs, assigns, and personal representatives of the parties hereto.

- 8.6 **INTERPRETATION:** This lease is made and shall be construed in accordance with the laws of the State of Montana.

- 8.7 **VENUE:** Any claims, legal proceeding, or litigation arising in connection with this lease must be brought solely in the Montana Eighteenth Judicial District for the State of Montana. LESSEE hereby consents to the jurisdiction of such court.
- 8.8 **SEVERABILITY:** In the event any one or more of the provisions of this lease are found and determined to be unenforceable by a court of competent jurisdiction, the remaining provisions of this lease shall continue in full force and effect and be binding on the parties, their heirs, personal representatives, and assigns.
- 8.9 **INTEGRATION:** This lease, including any attached exhibits and rules, is the entire integrated agreement between the parties. This lease supersedes all prior and contemporaneous oral or written promises, representations, and negotiations. No alterations, modifications, or additions to this lease shall be binding unless reduced to writing and signed by the parties.
- 8.10 **WAIVER:** No covenant, term, or condition to this lease is deemed waived by LESSOR or LESSEE unless such waiver is reduced to writing and signed by LESSOR and LESSEE. A waiver by LESSOR or LESSEE of any breach of any term, covenant, or condition herein set forth, shall not act as a bar or a precedent to any subsequent action by LESSOR.
- 8.11 **AUTHORITY:** Each individual executing this lease on behalf of LESSEE represents and warrants that he or she is duly authorized to execute and deliver this lease on its behalf.
- 8.12 **STATUS OF PARTIES:** Neither the method of computation of rent nor any other provision of this lease shall be deemed to create any relationship between the parties other than that of lessor and lessee.

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SIGNATURE, LESSEE	PRINT NAME	DATE
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SIGNATURE, GALLATIN COUNTY	PRINT NAME	DATE
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**EXHIBIT A**

Please see attached RENTER BUILDING CLEAN UP PROCEDURES

\_\_\_\_ Lessee has Read and Agreed to Procedures

\_\_\_\_ Lessee must return contract and insurance certificate by \_\_\_\_\_ for event to remain scheduled.

\_\_\_\_ Lessee will receive 5 8-foot tables and 30 chairs at no charge.

\_\_\_\_ Lessee will notify Lessor of equipment needs one week in advance.

\_\_\_\_ Lessee will pick up keys to facilities on \_\_\_\_\_.

Any additional equipment or services will be billed at Fairgrounds rental rate.

The Fairgrounds would like to help promote your public event! Please email any promotional materials for the Fairgrounds website & Facebook to [fairgrounds@gallatin.mt.gov](mailto:fairgrounds@gallatin.mt.gov). Posting will occur upon completion of General Lease.