

901 N. Black, Bozeman, MT 59715 T: 406-582-3270 E: gallatincountyfairgrounds.com

# **POLICY MANUAL**

### GENERAL

- 1. The Gallatin County Fairgrounds management reserves the right to interpret these policies and to settle and determine all matters, questions and differences in regard thereto, arising out of and not covered by them and to enforce them.
- 2. "Fairgrounds" and "facility" means any real personal property under the control of the Gallatin County Fairgrounds by and through Gallatin County.
- 3. The Fairgrounds management reserves the right to remove from the grounds any person or persons who causes a disturbance or does not comply with approved policy.
- 4. Fairgrounds office hours are Mon-Fri 8am-5pm; closed Federal holidays.
- 5. Open fires or fireworks are not allowed on the Fairgrounds without approval of Fairgrounds management.
- 6. All non-service dogs must be on a leash or contained while on the Fairgrounds.
- 7. Handlers with dogs that become 'out of control' or are deemed a hazard will be asked to control their animals.
- 8. If effective action is not taken, a handler may be asked to remove their animal from the Fairgrounds.
- 9. All Gallatin County Fairgrounds buildings are designated "Non-Smoking Areas" and abide by Gallatin County policy.
- 10. Refuse containers are for Fairgrounds events use only.

#### FACILITY RENTAL

- 1. Tours of any facility are available upon request Mon-Fri 8am-4pm.
- 2. Facility lease will include all amenities of that facility.
- 3. Set up rates are available.
- 4. No discounts.
- 5. Each rental includes 5 tables & 30 chairs.
- 6. Schedule of rentals will be developed to maximize facility use and provide for the greater good.
- 7. Lessee is responsible for attendees.

### **'LIKE' EVENTS CONFLICT**

- 1. If there is interest in hosting 'Like' events on the same dates, the Fairgrounds has the authority to require a time period of no less than three full weekends between 'Like' events.
- 2. "Like" is defined as events that have similar programming, product, experience or service to the same audience.
- 3. Fairgrounds shall make the determination based on best interests of the Fairgrounds and existing lessees.
- 4. Established events in good standing will be afforded preference at the discretion of the Fairgrounds.

### FACILITY PRICING

- 1. Facility rates are calculated by two methods:
  - Daily either Set Up or Event considered to be 8am-10pm for staffing purposes, however, extended hours can be accommodated for Lessee access
  - Hourly

#### EQUIPMENT

- 1. Equipment available for onsite rental only; see pricing sheet.
- 2. Labor rates apply depending on availability; see pricing sheet.

### HOLDS/CONTRACTING

1. There are no holds.

- 2. Contracts must be returned within 15 business days from date of issue. Contracts not signed within this term shall be null & void.
- 3. All addendum materials (insurance, concessionaire permitting, license, etc.) follow same term.

### PAYMENT

- 1. Lessees with good credit history shall be invoiced following the event.
- 2. Lessees with no credit history will be required to pay a down payment equal to the base rent and will be invoiced any remaining fees after event.
- 3. Lessees with outstanding debt to Gallatin County Fairgrounds shall not be issued a new contract.

### INSURANCE

- 1. Lessee shall carry commercial general liability insurance that is acceptable to Lessor and that names "Gallatin County, Montana" as an additional insured.
- 2. Endorsements must be on a primary and non-contributory basis.
- 3. Certificates of insurance evidencing the above and any other insurance requirement herein must be supplied to Lessor at least 30 days prior to the start of the lease term.
- 4. 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 \$1.5 Million per Occurrence and Aggregate.

## CANCELLATION

- 1. Lessee may cancel event more than 60 days from start of contract and receive a full refund of any down payment.
- 2. Events cancelled 60 days or less from start of contract shall forfeit an amount equal to 1 full day's rent of the premises or the down payment, whichever is greater.
- 3. If Lessee rents the premises based on an hourly rent, rather than a daily rate, Lessee must give 24 hour notice of cancellation to Lessor; if this notice is not received, Lessee will be charged for the scheduled hours.
- 4. Any refunds to customers shall be made within 45 days.

### CLEANUP

- 1. Lessee is responsible for placing trash generated from event in fair provided receptacles.
- 2. Lessee is responsible for cleaning equipment used and replacing on racks
- 3. Lessee is responsible for sweeping floors.
- 4. Fairgrounds will provide trash receptacles and liners.
- 5. Fairgrounds will provide cleaning supplies and equipment and advise Lessee of procedures.
- 6. Fairgrounds will empty trash receptacles and replace liners as needed during and after an event.
- 7. Fairgrounds will scrub floors
- 8. Fairground will maintain restrooms during and after an event.

### COLLECTIONS

- 1. Lessees owing payment past 90 days of original invoice date shall receive a letter from the general manager requesting payment. Such correspondence will be copied to the Gallatin County attorney's office.
- 2. Lessees failing to settle the original invoice past 180 days will be referred to a collections agency.
- 3. Lessees with unpaid balances shall be unable to lease any additional space at the Fairgrounds until such balances are paid in full.
- 4. Lessees, with this payment history, returning to rent space will be required to post full rental fees upon contract signing.

## FOOD/BEVERAGE

- 1. All food and beverages served shall comply with Gallatin City-County Health Department regulations.
- 2. Food prepared on site requires a State of Montana Food Purveyors License.
- 3. Vendors selling food must sign an agreement with the Fairgrounds, provide a Certificate of General Liability Insurance listing Gallatin County as Additionally Insured and remit the required percentage of gross sales to the Fairgrounds.
- 4. Caterers serving to an event where food is offered free to event guests are not subject to the concession fee.

5. Fees do not apply to potlucks.

### ALCOHOL

- 1. An event providing alcoholic beverages to attendees must use the Fairgrounds purveyor who will be responsible for the lawful distribution of such beverages.
- 2. If it is deemed that the Lessee is able to provide alcoholic beverages without the Fairgrounds purveyor, the Lessee must carry Host Liquor Liability insurance, list Gallatin County as Additionally Insured and provide Certificate of Insurance stating the same.
- 3. No glass containers are allowed.

## SECURITY

- 1. The Lessee is responsible for attendees and participants behavior.
- 2. The Fairgrounds will provide a GC Sheriff Department contact who will determine if uniformed security is required and to what extent.
- 3. If Fairgrounds staff determines that security has been or is required and none is onsite at an event, staff will call the GCSO and request assistance.
- 4. No security will be provided by the Fairgrounds.

## NOISE

- 1. Events will comply with the City of Bozeman noise ordinances.
- 2. Sunday Thursday: noise shall conclude no later than 10 p.m.
- 3. Friday Saturday: noise shall conclude no later than 11 p.m.

## VEHICLES

- 1. Parking lot use is intended to support events taking place on-grounds unless a lease agreement is written to reserve the lot.
- 2. Day use of parking lots by public to attend off-grounds events will result in a Dry Camp fee being assessed to user.
- 3. Parking Lot can be reserved by organizer of event with a lease agreement.
- 4. The speed limit on the Fairgrounds is 15 mph for all vehicles.
- 5. Parking shall be in designated areas only.
- 6. Violators are subject to a City of Bozeman traffic fine.
- 7. Vehicles in non-compliance will be removed at the order of the Fairgrounds with the owner paying all costs.

## **RV PARKNG - GENERAL**

- 1. RV spaces are in support of events taking place on the fairgrounds as needed but may be rented to the public to maximize their use.
- 2. Gallatin County Fairgrounds does not have laundry, dumpsite, showers, restrooms or other amenities.
- 3. Reservations can be made by calling the Fairgrounds office 406-582-3270, Mon-Fri, 8am-4:30pm.
- 4. Reservations must be made and paid for in advance.
- 5. Reservations are for one RV and one tow vehicle or one Motorhome with Runabout vehicle/trailer.
- 6. All RV, Motorhomes and Runabout vehicles/trailers must park in assigned spaces
- 7. Subletting of space is not allowed.
- 8. Reservations are not refundable.
- 9. Tenting is not allowed.
- 10. The Fairgrounds has the following services:
  - a. Full service 17' minimum x 40' space, 50 amp electrical, water and sewer (May through September depending on weather). Renter should have a minimum electrical cable length of 50'.
  - b. Electric Only 20' x 40' space, 50 amp electrical. Renter should have a minimum electrical cable length of 50'.
  - c. Dry Camp 20' x 40' space
- 11. Garbage is to be packed out or placed in containers provided by the Fairgrounds.
- 12. Pets must be leashed and picked up after with waste being properly disposed of.
- 13. Sites must be kept clean and organized with equipment stored under the unit or inside.

#### **RV PARKING - PUBLIC**

1. Rentals shall not exceed 10 days in a 30-consecutive-day timeframe or in conflict with any event.

#### **RV PARKING - BUSINESS**

- 1. Contractors and businesses providing a Certificate of General Liability Insurance listing Gallatin County as Additionally Insured may lease RV space on a month-to-month basis.
- 2. Full month rate applies for the reservation regardless of total days of the month stayed; no credits for time not stayed.

#### WEAPONS

- 1. No unauthorized person shall possess or carry any weapon on the Fairgrounds: Gallatin County Ordinance96-02.
- 2. Weapons of any kind may not be sold unless authorized by Fairgrounds management.
- 3. This includes dirk, dagger, pistol, revolver, rifle, shotgun, firearm, slingshot, sword cane, billy, knuckles made of any metal or hard substance, knife having a blade 4 inches long or longer, razor (not including safety razors), other deadly weapon or destructive devise or any "toy" that simulates any of the above.
- 4. Carrying a concealed weapon is prohibited in or on the Fairgrounds.

### EQUESTRIAN/LIVESTOCK - GENERAL

- 1. Indoor stalling by reservation in advance through Fairgrounds office Mon-Fri 8am-4:30pm except holidays.
- 2. Refunds are not available.
- 3. Outdoor penning north side of Anderson Arena, drop-in available seven days/week. Checks/cash accepted at pay box.
- 4. Gallatin County Fairgrounds management requires that animals be handled in a proper and ethical manner in accordance with accepted modern animal husbandry and scientific practices.
- 5. Livestock and equestrian handling contained to west side of horse stalling and livestock barns only; no animals to east of these buildings.

### **OPEN RIDING**

- 1. Open riding when arenas are available in Anderson Arena and Indoor Arena depending on season
- 2. Schedule will be posted on website monthly.
- 3. Rate per rider, one fee per day, unlimited head; ride as many hours as facility is available.
- 4. Arena conditions will be maintained to a general riding consistency as conditions and other uses permit.