



## GILA COUNTY FAIRGROUNDS USE APPLICATION

### Special Events – Facility Rental Rules and Procedures

#### Definitions

**Special Event** – Any public or private gathering involving the use of the Gila County Fairgrounds (GCF), or other County owned properties, and may include but not be limited to, any combination of the following activities: entertainment, dancing, music, drama, sports/athletics, craft/vendor booths, displays, amusement rides and activities, parades, admissions, entry fees, the sale or free distribution of merchandise and/or alcohol.

**An Event Day** – A day when event participants and/or spectators are engaged in primary activity at rented facilities. Activities may include but are not limited to: equestrian practices; warm-ups; concessions or merchandise sales; and entertainment. Events may occur between 7:00 am and 12:00 midnight. This includes removal of all personal property. The County is not responsible or liable for any personal property left on the premises.

**Rental Period** – The period of time during which a facility is occupied for the purposes of setting up for an event, the actual event and tearing-down after an event.

#### Event Types

**Event Level 1** – An event for which the majority of these conditions are anticipated:

- Event activity will occur in a single day rental period.
- Event activity will bring in fewer than 300 people total accumulated attendance.
- No admission or entry fees will be charged.
- Event is not open to the public.
- No food will be sold.
- Alcohol will NOT be allowed on premises.
- There may or may not be live entertainment.
- Minimal use of Gila County staff and equipment.

**Event Level 2** – An event for which the majority of these conditions are anticipated and/or is open to the public.

- Event activity will occur over a single or multiple day rental period.
- Event activity will bring in 300 to 850 people total accumulated attendance.
- Admission or Entry Fees may or may not be charged.
- Event is open to the public. (Security with Gila County Sheriff's Office is REQUIRED) Food may be sold.
- Alcohol will NOT be allowed on premises.
- Merchandise may or may not be sold.
- There may or may not be live entertainment.
- Moderate use of Gila County staff and equipment.

**Event Level 3** – An event for which the majority of these conditions are anticipated and/or Alcohol will be allowed on premises and may be sold or served.

- Event activity will occur over a single or multiple day rental period.
- Event activity will bring in 850 or more people total accumulated attendance.
- Admission or entry fees may or may not be charged.
- Food may or may not be sold.
- Alcohol may be allowed on premises. (Security with Gila County Sheriff's Office is REQUIRED)
- Merchandise may or may not be sold.
- There will be live entertainment or is considered to be a high risk event. This includes Fairs, Rodeos, Equestrian Events, Monster Truck Shows, Thrill Shows, Circus or Carnival, and other types of live entertainment or high risk events.
- Extensive use of Gila County staff and equipment.

#### APPLICATION & EVENT PROCESS



1. Gila County Fairgrounds (GCF) Use Applications shall be submitted to the Gila County Facilities Office at 745 N. Rose Mofford Way, Globe, AZ 85501.
2. The deadline for submitting Use Applications is 60 days prior to the event date for Level 1, 2 or 3 and 90 days prior to the event date if applying for a Fee Adjustment. (Fee Adjustment does not apply to Deposit)
3. All applications must be submitted with the deposit fees of \$175.00, of which \$50.00 is NON-Refundable. Deposits may not be waived and are not eligible for a Fee Adjustment. Event applications will be processed and the proposed Event dates will be tentatively reserved upon receipt of application and deposit.
4. Rental fees for Events are charged for the actual day or days of the Event. Allowances of 1 day before the Event for setup and 1 day after the Event for tear down are included in the rental fees. Additional days before or after the Event will result in additional charges. Fees will continue to accrue until all Event equipment (including Event related animals) has been removed and facilities have been returned in compliance with GCF standards.
5. After applications have been reviewed and approved, the Use Application will be signed by a member of Facilities Management and become a binding rental agreement. Events are not considered confirmed until the Use Application and Rental Agreement has been signed and all fees and deposits are received by Gila County. Until the Event is confirmed, requested facilities may be rented to other applicants who comply with the application process. Facility Renters shall not promote events held at GCF without being in receipt of a signed and binding rental agreement.
6. Special Event Liquor Licenses, Security Agreements, and proof of insurance are due 30 days prior to the first day of the Event or upon receipt of a fully executed rental agreement.
7. If Facility Renter anticipates the need for GCF staffing for arena preparations, electrical set-up and dismantling, etc. an estimated schedule of assistance required is due no later than two (2) weeks prior to the event. Staffing needs not scheduled in advance may result in GCF Staff not being able to meet needs. Rodeos, Barrel Racing, and other equestrian events must include an estimated watering and arena harrowing (grooming) schedule for each day of the event. Submitting said schedule does not guarantee that GCF staff and equipment will be available to do the work.
8. For all Level 3 Events, a Pre-Event Walkthrough is required no later than 2 weeks prior to the event. GCF does not guarantee desired facility preparations without having met with Facility Renter a minimum of 2 weeks prior to event.
9. A post event walkthrough for every event will be conducted by GCF staff the first business day following the tear down day of the event. Upon successful completion of post-event walkthrough, Facility Renter shall receive the refundable portion of the security deposit within 2 weeks of the walkthrough.
10. Any Post-event charges incurred are due 30 days after receipt of GCF invoice.

#### **APPLICATION EVALUATIONS & CONSIDERATIONS**

1. At any time during the application process, the County may deny or cancel facility usage including but not limited to the following reasons: The event and/or Facility Renter
  - a. Has caused safety concerns and/ or has become damaging to the Fairgrounds Facilities. Concerns may arise from the growth of the event, changes in how the event is conducted, or the deterioration of facilities or Fairgrounds resources.
  - b. Can no longer be adequately supervised or supported by Gila County staff. Gila County staff are responsible for ensuring the protection of Fairgrounds resources and the safety of event participants and Fairgrounds users. Such situations may be created by the growth of the event, by changes in how the event is conducted, or by reductions or reassignments of Gila County staff.
  - c. Has a negative effect upon the recreation experiences of Fairgrounds users, or attendees of other events.
  - d. Unforeseen emergency situations at Fairgrounds.
  - e. Conflicts between proposed facility use and the facility's intended purpose.
  - f. Cannot be safely accommodated in the requested facilities.



- g. Violates the law.
    - h. Producer and/or Facility Renter fail to remit rental fees and deposits to Gila County or Security Fees to the Gila County Sheriff's Department within specified payment deadlines.
  2. In the event of multiple rental requests for the same or adjacent dates, preference will be given to events on a first come, first served basis. The Facilities Manager will have the right to review simultaneously scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requestors if criteria cannot be satisfied. Gila County, at its discretion, may elect not to schedule multiple simultaneous events.
  3. If an event application is denied, the Facility Renter will have ten business days to request reconsideration by the Gila County Public Works Director.

### **FACILITY RENTAL FEES & DEPOSITS**

1. User fees and deposits shall be charged pursuant to the Fee Schedule and are due no later than 30 days prior to the first day of event set-up.
2. All fees, security deposits, and key deposits shall be deposited upon receipt. Deposits will be refunded when all contractual terms have been met and post-event billing (if applicable) has been deducted.

### **CANCELLATIONS & REFUNDS**

1. Cancellation notices shall be submitted in writing via email, fax or ground mail.
2. Facility Rental fees and deposits shall be refunded for cancellations at the following rates:
  - a. 100% of fees for cancellations occurring 15 or more days prior to event date. \$50.00 Non-Refundable portion of Deposit will be forfeit.
  - b. 50% of fees for cancellations occurring 8-14 days prior to event date. \$50.00 Non-Refundable portion of Deposit will be forfeit.
  - c. 0% of fees and deposit for cancellations occurring less than 7 days prior to event date.**All deposits will be forfeited.**

### **FACILITY RENTER RESPONSIBILITIES**

#### **Garbage**

1. All litter and trash must be placed in trash receptacles.

#### **Facility Cleanliness**

1. At the end of the event, all trash must be bagged for pickup by County Personnel and rented areas shall be returned in the same or better condition than was received.

#### **Safety & Security**

1. Gila County requires the Facility Renter or Organization to provide and pay fees for security or traffic control personnel or both through the Gila County Sheriff's Office.
2. When security is required for your event; See Gila County Sheriff's Office Security Fee Schedule or call the Sheriff's Office for security pricing. The number of security or traffic control personnel or both needed for the event will be determined by the Gila County Sheriff's Office.
3. The Facility Renter or Organization will be required to sign the Gila County Agreement for Sheriff's Office Employee Services in the event law enforcement officers are required and to pay any required fees for said Services in advance.

#### **Event Vendors**

1. Vendors selling perishable (not pre-packaged) food and/or alcoholic beverages are required to provide separate insurance policies naming Gila County, its officials and employees as additional insured. They are also required to obtain and provide proof of all licensing required by other state or local agencies.

#### **Decorations & Signage**

1. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.



### **Alcoholic Beverages**

1. The sale, give-away or sampling of alcoholic beverages shall be permitted only with the approval of GCF and after applicable liquor licenses are procured and security requirements are met.
2. If alcohol will be sold, served, or consumed no beverages containing alcohol are allowed outside of a building properly rented for an event. For outdoor events, no beverages containing alcohol are allowed outside of designated areas as approved by the Arizona Department of Liquor Licenses and Control.
3. Facility Renters who choose to offer alcoholic beverages at their event shall contact the Gila County Sheriff's Office at least 30 days prior to event to discuss Security Agreement and safety precautions.
4. Private events offering alcoholic beverages to their guests are not required to obtain a Special Event Liquor License, however, all other rules and requirements apply.

### **INSURANCE REQUIREMENTS**

Applicant or organization and any vendors hired by applicant or organization shall procure and maintain until all of their obligations have been discharged, including breakdown and cleanup any warranty periods under this application are satisfied, insurance against claims for injury to persons or damage to property which may arise from, or in, connection with the performance of the event hereunder by the applicant or organization, his agents, representatives, employees or vendors hired by the applicant or organization.

The insurance requirements herein are minimum requirements for this application and do not limit the indemnity covenants contained in this application. The County does not warrant that the minimum limits contained herein are sufficient to protect the applicant or organization from liabilities that might arise out of the performance of the event under this application by the applicant or organization, his agents, representatives, employees or vendors hired by the applicant or organization and the applicant or organization may purchase additional insurance as may be determined necessary by the applicant or organization.

### **MINIMUM SCOPE AND LIMITS OF INSURANCE**

1. A certificate of insurance is required from Facility Renter for commercial general liability and liquor liability (if applicable). Certificates must include the following language: **Gila County, its officials and employees are listed as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the applicant, or organization.** A Certificate of Insurance in an amount specified by Gila County must be in effect for the duration of renter's occupancy of the facility (including set-up and tear-down dates).
2. Minimum insurance limits, as applicable are:
  - \$2,000,000 general aggregate
  - \$1,000,000 products – completed operations aggregate
  - \$1,000,000 personal and advertising injury
  - \$1,000,000 per occurrence
  - \$1,000,000 automobile liability (or non-owned liability)
  - \$1,000,000 liquor liability insurance (if applicable)
  - \$1,000,000 fire damage (any one fire)
  - Statutory workers' compensation and \$500,000 liability for each accident (if applicable)
3. Additional insurance may be required after review of Event Application.

This Agreement is subject to the provisions of A.R.S. §38-511. In the event that said event in this Agreement is prevented by an Act of God, physical disability, acts or regulations of public authorities, interruptions or any cause beyond the County's control, the County shall not be responsible for refunds or damage to persons or property.