

Facility Use Policies, General Terms & Conditions & Noise Regulations for the Graham Count Park & Fairgrounds

For your convenience please keep this copy of the Facility Use Policies & General Terms and Conditions & Noise Regulations that apply to the use of any of the areas or facilities at the Graham County Park & Fairgrounds located at 527 E. Armory Rd. Additional terms and conditions may apply depending on the event being scheduled.

1. Graham County reserves the right to refuse reservations.
2. Users shall be 18 years of age to reserve facilities.
3. All fees for Park amenities (Gazebo, Ramada's etc.) are on a per day (8:00 a.m. to 11:00 p.m.) basis.
All fees for Fair buildings (Ag, Common Sense or Exhibit buildings) are on a per day (8 AM to 12 AM) basis.
4. Reservations requiring decorating or set-up time other than the actual reservation date(s) will be charged fifty percent (50%) of the specified building/area usage fee for each half day before and beyond the actual event date.
5. A minimum of a \$100 deposits shall be paid at the time a reservation is made. This will reserve your date and will go towards the deposit owed.
6. All usage fees shall be paid seven (7) days prior to event; revenue percentages must be paid the next working day after event.
7. **Reservation cancellation(s) timelines:** Cancellations 30 days prior to event will receive 100% refund of deposit for reserved building. Cancellations within 3 weeks (15 working days) of event will forfeit 25% of the deposit for the reserved building. Cancellations within 2 weeks (10 working days) of event will forfeit 50% of the deposit for the reserved building. Cancellations within 1 week (5 working days) of the event will forfeit 75% of the deposit for the reserved building. Cancellations within 24 hours of the event will result in 100% forfeit of the deposit for the reserved building.
8. Liability Insurance in the amount of One Million Dollars (\$1,000,000.00), naming the County of Graham as Additional Insured; may be required for events which include one or more of the following (each event will be considered on a case by case basis):
 - a. Admission Charged
 - b. Participation Fee
 - c. Sale of Alcoholic Beverages by the Park Director (\$5,000,000.00)
 - d. Open to the Public
 - e. Any event deemed hazardous
 - f. Food Sales **Must have food permit from Health Department and copy of food permit on file with rental contract. Food cannot be made in a private home. It must be made on-site or in a permitted kitchen (or other approved non-residential kitchen).*
9. It is the responsibility of the user to verify that all furnishings (tables, chairs, fire extinguishers, etc.) included in the reservations agreement are in place and in good repair at the conclusion of the reservation. Replacement costs for missing/damaged items will be based on current market value. Restitution in excess of any deposits must be made with the Parks Office within five working days of event.
10. All equipment or personal items belonging to user shall be removed and the building cleaned immediately after the event. If cleaning is not complete by 8 AM the morning after the event a \$250 fee will be incurred and deposit will be forfeited, regardless of the extent of cleaning required.
11. Premises shall be left clean and in good repair or lessee will be subject to additional charges.
12. Glass beverage containers are prohibited.
13. No items shall be attached to acoustical ceiling(s).
14. Payment types accepted: credit/debit cards, cash, and money orders. Personal checks will not be accepted.
15. Graham County officials (including law enforcement) reserve the right to enter/inspect the premises.
16. All dogs shall be on a leash, or otherwise restrained.
17. No open flames/fire (Candles are allowed).
18. Any changes needed to be made to the contract will need to be made up to 10 days before the event. Park staff will not remove, clean, or add more chairs or tables the day before the event.

19. Use of water for Jumping Castles, Slip n Slides, Etc. is not allowed.

20. List of food trucks at any public/private event must be turned in to the Parks office 7 days prior to event. Graham County Parks is required to inform Graham County Health Department of any Food Trucks at any and all events.

GRAHAM COUNTY REQUIRES CERTIFIED LAW ENFORCEMENT OFFICERS BE ON HAND TO ACT AS SECURITY DURING CERTAIN EVENTS; THE ACTUAL NUMBER OF OFFICERS WILL BE DETERMINED BY THE SHERIFF'S OFFICE. SHOULD DEPUTIES BE CALLED OUT FOR A DISTURBANCE DURING YOUR EVENT, YOUR BUILDING DEPOSIT WILL BE FORFEITED AUTOMATICALLY.

CONTACT THE SHERIFF'S OFFICE TO SCHEDULE DEPUTIES (\$75.00 PER HOUR FOR ONE UNIFORMED OFFICER PER EVENT) TELEPHONE: 428-3141

Rentals of buildings will be from 8 AM the day of the event until 8 AM the day following the event. For additional ½ day rentals the building keys can be picked up at 12:00 noon the day prior to the event. Keys will be turned into the office no later than 8 AM the day after scheduled event or as agreed with the Parks Dept. (brown drop box by office can be used for weekend drops). If the key is not returned by agreed time, Party responsible for event will incur a \$15 late fee, withheld from deposit. All buildings will be cleaned and restored to their original state. If cleaning is required after an event by the Parks Dept. a \$250 fee will be incurred and deposit will be forfeited, regardless of the extent of cleaning required.

*Keys will be checked out to only one person and become the responsibility of that person. Per ARS 13-3715 keys County facilities may not be duplicated or distributed.

*Key will be issued for light access (ball parks, arena etc.), when reservation is made and paid for this use. Key to be returned to office by 8 AM following the last day of the scheduled event, if the key is not returned by this time a \$15 fee will be incurred by the reserving party. Brown drop box outside office can be utilized for key return if the last day after an event falls on a weekend.

County receives 10% of net sales on concessions sold during any event held at the Graham County Parks and/or Fair grounds.

Notice of Music Guidelines at Graham County Park

The park is a gathering place for everyone in the community. If a party or individual is playing music or holding a gathering that will have live music, DJ or any other form of entertainment in the public areas of the park the following rules will apply:

- 1) Music will not be played at excessive noise levels as to disturb park patrons at the playgrounds, horse stables, RV tenants or any other open area of the park.
- 2) Music should not be played past 10 PM on any day of the week.

The following guidelines should be used in determining the appropriateness of the music played during event, if any of the following are observed, or reported, event will be shut down and future use of the parks will be revoked.

There will be no refund if an event is shut down because the music content is considered inappropriate based on the following:

- Strong language
- Images of or references to violence, physical, or mental abuse
- References to or images of sexualized behavior
- Racist, homophobic, misogynistic or other language or behavior that could be considered discriminatory or dangerous or criminal behavior which could glamorize such behavior or may encourage others to imitate it.

PLEASE READ CAREFULLY: I/We hereby agree to the following:

I/We understand that the aforementioned activity must be under competent supervision as jointly agreed upon between myself/us and Graham County's representative. I further understand that I/we assume full responsibility for damage to the facilities/furnishings/grounds during the time assigned for our exclusive use, and I/we further agree not to change or alter the usage of the facilities/grounds without prior written approval of the County's representative.

I/We further agree to hold Graham County, its representative(s) free and harmless from all loss, cost, damage, liability, which may be asserted against it by the undersigned or by any other person(s), by reason of/or arising out of the exclusive use of assigned facilities/grounds, or by reason of any conduct or negligence of the undersigned or his/her representative or agent.

This agreement, along with the initial FACILITY USE POLICIES when applicable, contains all terms and conditions. No other understanding, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or binding on either party. Changes to the terms and conditions of this agreement shall be made only by written agreement hereto and initialed by both parties.

1. I/We will abide by all Facilities Use Policies as described in the attached addendum as part of this agreement.
2. I/We will be responsible for the behavior of our members and guests and will be responsible for any and all damages.
3. I/We will be responsible for full restitution to the County, including any fees due the County as a result of subletting the facilities, within the time frames agreed upon by both parties.

By signing the lessee contract reserving any of the areas, buildings or amenities at the Graham County parks the above lessee terms and conditions are for use and enforcement between lessee and Graham County Parks & Recreation, if any terms and conditions are not followed, it will result in loss of Rental Deposit. Additional terms and conditions may apply if a custom contract is written between lessee and Graham County Parks.