



111 22 Ave., Caldwell. ID 83605
Office: (208) 455-8500
Fax: (208) 459-9266
www.canyoncountyfair.org

2010 *Renters Handbook*

Emergency Contacts:

Ellen Tingstrom
Cell: (208) 989-9499

Gary Milburn
(208) 880-2369



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Staff

Fair Administrator

Rosalie Cope.....

Bookkeeper

Kim Wendelsdorf

Event Coordinator

Ellen TingstromCell: (208) 989-9499

Grounds Keeper

Gary Milburn(208) 880-2369

Contracted Concessionaire

Ellen Tiungstrom.....(208)-455-8500

Table of Contents

Contract Information	1
Policy Changes.....	1
Condition of Premises	1
Rental Agreement.....	1
Damage & Cleanup Deposit	1
Annual Bookings.....	2
Contract Modifications	2
Basic Facilities	
Set-Up and Tear-Down.....	2
Event Hours.....	2
Set-Up Hours.....	2
Move-Out Hour.....	3
Event Work Sheet.....	3
Cleaning & Custodial.....	3
Dumpster Use.....	3
Sublease	3
Equipment Usage	3
Signs & Banners.....	4
Advertising.....	4
Food and Beverage Service.....	4
Alcohol.....	5
Camping	5
Smoking	5
Animals	5
Games of Chance	5

Contractual Rights and Duties Disclaimer

The rules and regulations in this handbook are incorporated and made part of the Facility Use Contract. This handbook contains the general policies and procedures adopted by the Canyon County Fair Board, hereinafter referred to as "Board", governing interim events presented on Heritage Park Equine Center by Renters. Renters include any organization or person. Interim Events include any commercial enterprises, displays, entertainment or recreational activities which are not held during the Canyon County Fair. Renters must refer to the duly executed Facility Use Contract to determine the specific contractual rights and responsibilities of each of the parties. Renter: when you hold an event at Heritage Park Equine Center, it is your responsibility to be familiar with the rules and regulations outlined in this handbook.

Alcohol

Neither Renters nor the public are allowed to bring alcohol on the premises. Heritage Park Equine Center must approve any exceptions to the above provisions in writing.

Camping

Overnight camping or parking is not permitted on any portion of Heritage Park Equine Center.

Lodging is available at;

- La Quinta Inn - 454-2222
- Ambassador RV Resort- 454-8584
- Shilo Inns – 465-3520
- Best Western – 454-7225
- Travelodge - 455-3550
- Shilo Inns – 466-8993
- O’Connor Field House – 455-3004, call Mark Davis for pricing and information.

Smoking

Idaho Code *39-5501, et. Seq., prohibits smoking inside all Heritage Equine Park Center buildings. Smoking is absolutely prohibited inside any buildings. There are ashtrays, located conveniently on the out side of the building where Renters and the public are allowed to smoke.

Animals

Pets will not be permitted on the grounds during any scheduled event, with the exception of disability-related service dogs and/or pets entered in the dog shows. Permitted animals must be leashed and /or controlled.

Games of Chance

Forms of gambling and games of chance during any and all events on Heritage Park Equine Center are prohibited unless such games are specifically permitted under Idaho law and Renter has obtained advance approval from the County.

Raffles may not be conducted by Renter, unless Renter is qualified a charitable organization and has obtained a license from the Idaho State Lottery Commission in accordance with Idaho law, and has filed a copy of the license with the Heritage Park Equine Center management fourteen (14) days prior to the event. A Charitable non-profit organization conducting a raffle shall not be required to obtain a license if the gross annual raffle sales are less than ten thousand dollars (\$10,000) and/or if the maximum aggregate value of merchandise does not exceed one thousand dollars (\$1,000).

collect additional sums from Renter for damage or cleanup cost exceeding two hundred and fifty dollar (\$250.00) up to five hundred dollar (\$500.00).

Annual Bookings

If your event wishes to book the same date for a subsequent year, you must notify Heritage Park Equine Center of your intention to book that date within 30 calendar days following the event.

Basic Facilities

Set-Up and Tear Down

The rental of Heritage Park Equine Center facilities provides only the basic building/ and or facility. It includes:

- Indoor arena, lights, PA system and concessions
- Stalls, show office and heaters for building are available at and additional charge, (*For more information on these charges, please see the Event Worksheet*).

Event Hours

The hours for the contracted facilities on paid Event days are between 8 a.m. and 8 p.m. for most events. Overtime charges may apply to events requesting hours above and beyond designated hours.

Contract Modifications

Any amendments, additions or deletions made to the Facility Use Contract, Including the Event Worksheet, must be executed, in writing, by both the Renter and the Board, prior to any scheduled event, unless any such amendment, addition or deletion is a result of the adoption or implementation of a Board policy, rule or regulation.

Set-Up Hours

Non-event days (*set-up*) must be pre-arranged by the renter through Heritage Park Equine Center and are subject to a fee.

Renters are required to set-up and tear down within the dates and times specified on the Event Worksheet completed by the renter. Renter shall pay an additional amount for each additional hour over specified times renter requested. Any damage, rental or other costs incurred is the responsibility of the renter. Heritage Park Equine Center reserves the right to adjust setup times as necessary. We ask for your cooperation in keeping the lights off during set up or use to a minimum. If heat is requested it will not be turned on until all doors are closed.

Move-Out Hours

Non-event days (*tear-down*) must be pre-arranged by the renter through Heritage Park Equine Center and are subject to a fee. Renter shall pay an additional amount equal to one full day's rental fee for each additional 24-hr period of occupancy or portion thereof.

Event Worksheet

The Renter must complete and return an Event Worksheet thirty (30) days prior to the event.

The Event Worksheet will be mailed to you with your contract. Please fill in all portions of the worksheet as accurately as possible.

- State the dates and times necessary for setup for your event, as well as the hours of the event.
- State other items such as arena groomer, stalls, heater's and show office.
- State the times you will need the concession stand open.

Cleaning and Custodial Services

Heritage Park Equine Center will be cleaned prior to the occupancy of the renter. Heritage Park Equine Center will empty trash cans, and clean rest rooms after your event, but all trash must be picked up and put in the cans. If additional post-event clean up is necessary, the Renter will be charged at the rate of twenty dollars (\$20) per hour.

There is a manure bunk located on the North East side of the fair building. Please use the manure bunk when cleaning stalls or trailers.

Dumpster Use

Heritage Park Equine Center will be responsible for normal, once-a-week trash pickup. The Renter will be charged if any additional trash pickups are necessary, or if additional dumpsters are needed for your event, Heritage Park Equine Center will order them from Allied Waste for you. Please include additional dumpsters on Event Worksheet.

Sublease

Renter shall not sublease, assign or dispose of, in any manner, Heritage Park Equine Center equipment, facilities, or materials leased by County or utilized Renter in connection with Event. Violation of this provision may result in cancellation of Event and County may pursue any other remedies available, whether legal or equitable.

Equipment Usage

Equipment, including but not limited to tractors shall be operated by Heritage Park Equine Center personnel only, unless Renter is authorized by Heritage Park Equine Center personnel to operate.

Equipment may not be used off Heritage Park Equine Center premises. Usage of equipment is not included in the Contract Amount and shall be deemed a cost and incidental charge, unless otherwise provided by mutual written agreement.

Signs and Banners

All advertising space on the Fairgrounds is the exclusive property of the Heritage Park Equine Center. No signs or banners will be permitted on any location of Heritage Park Equine Center without prior approval of Management. Signs are not to be put up with Duct Tape or any product similar to Duct Tape. Promoter will be permitted not more than two (2) signs or banners of the following type on Heritage Park Equine Center:

Signs advertising an upcoming event may be placed no more than seven (7) days prior to the event and cannot be placed prior to the end of any previous event.

Signs directing the public to the event may be placed on the day of the event only and must be removed immediately following the event.

All signs, banners and sticky residues must be removed immediately following the Event. Failure to remove signs, banners and sticky residues will result in Heritage Park Equine Center providing such removal at a rate of twenty dollars (\$20) per hour.

Advertising

Radio station promotional remotes and live television new broadcasts are valuable tools to your show. In order to accommodate your media, we request several items.

- Please include the radio or television station doing the remote and hours of the remote on your Event Worksheet.
- Have the radio, television news personnel or sales management contact the Heritage Park Equine Center Event Coordinator to determine their location and required services and access needs. *(When advertising the location of your event, you must use the Heritage Park Equine Center logo in your advertising or promotional campaigns. Please contact us to obtain the logo).*

Food and Beverage Service

The Board maintains an exclusive food & beverage contract for the Heritage Park Equine Center. Neither renter nor exhibitors are permitted to sell or provide any food and/or beverage. If you wish to have concessions, a two-week notice is required. *(Please see event worksheet. The Heritage Park Equine Centers contracted concessionaire).* We will cater judges and volunteers meals with proper notice. Please contact Ellen at 455-8500 to make catering arrangements.

Contract Information

Policy Changes

The Board reserves the right to modify or to change these policies or rental rates at any time at its sole discretion. Reasonable efforts will be made to notify Renters of any such modifications or changes.

Condition of Premises

The Renter accepts the grounds, building, and facility as they exist. The Renter is not allowed to dig, move or add any substance to the dirt or sand on Heritage Park Equine Center and Canyon County Fair property, or may be charged accordingly. Should the Renter review an area and feel that it is unsafe, the renter should report the condition immediately to the County.

Rental Agreement

No organization or person may use any portion of Heritage Park Equine Center or Canyon County Fair Property without having first signed a Facility Use Contract. A Facility Use Contract must be signed by the Renter and by authorized representative of Heritage Park Equine Center, prior to the Renter beginning any activities at the Heritage Park Equine Center. Contracts must also contain the names and signatures of those authorized by the renter, to sign for

other incidentals, which will be charged to the Renter. The Facility Use Contract will contain a description of the Renter's event, and all of the details, which are involved with it.

Damage & Clean-up Deposit

Renter shall provide a two hundred and fifty dollar (\$250.00) up to five hundred dollar (\$500.00) damage deposit depending on type of event to guarantee against incidental costs and charges such as facility or equipment loss or damage and cleanup. This deposit shall be due upon signing contract. Renter shall be responsible for, and shall pay to Heritage Park Equine Center, the full cost of repairs for damage to the facility or equipment caused by Renter, it's employees, contractors or agents during the Event, the setup, or the tear down. Renter shall pay Heritage Park Equine Center for any loss of use during repairs. The provisions of this paragraph do not apply to damages resulting from reasonable wear and tear caused by normal and authorized use. The damage and cleanup deposit, or portion thereof, will be refunded to Renter after Heritage Park Equine Center has made necessary deductions. Heritage Park Equine Center, by accepting deposit, does not waive its rights to