HAILEY ARENA RENTAL APPLICATION AND AGREEMENT

Applicant Information

Applicant/Contact:	Home #: Cell #:
Address:	Work #: Fax #:
City: State: Zip Code:	Email:
Organization:	Non-Profit: ■ Yes ■ No IRS Number:

Event Information

Event Title:			
Brief Event Description:			
Set-Up Date:	Start Time:	End Time:	First-Time Event: ■ Yes ■ No
Event Date 1:	Start Time:	End Time:	Annual Event: ■ Yes ■ No
Event Date 2:	Start Time:	End Time:	# Years Held:
Tear-Down Date:	Start Time:	End Time:	Estimated Daily Attendance:

Fees and Deposit

✓	Rental Options	One-Time Fees	Standard Daily Rates	First-Time Event, < 500 Attendees Daily Rates	Non-Profit Fees/ Daily Rates	Totals
	Arena Event Application	171.00			86.00	
	Security and Cleaning Deposit	1,115.00				
	Arena Rental – Setup Day *		557	557	281	
	Arena Rental – 1 Day Event *		1671	838	838	
	Arena Rental – 2+ Day Event *		1395	700	700	
	Arena Rental – Tear Down Day *		557	557	281	
	Concession A *		144	144	75	
	Concession B *		144	144	75	
	Livestock / Animals *		335	335	170	
	Exclusive Advertising Rights		281	281	144	
	Alcohol Beverage Catering Permit		20	20	20	
	Local Option Tax Permit		N/C	N/C	N/C	
	Amplified Sound Permit		N/C	N/C	N/C	
	Youth Event Rental		N/C	N/C	N/C	
					*** These fees are subject to 6% Idaho State Sales Tax**	
					TOTAL DUE	

NOTE: Two (2) officers are provided with the above Arena Rental Fees. Any services required/provided by the City beyond those listed above will be charged at the following rates and billed post-event: Event Security Officers - $56/hour; Arena Prep, Setup and Teardown Support - $56/hour; Misc. Services - $56/hour.

Event Components and Activities

Please indicate below the components and activities you would like to request permission to include with your production. You as the event organizer are responsible for providing your own equipment (beyond what is already available at the Hailey Arena). If you check "yes" next to an item, please provide a brief description, including pertinent details such as quantities, sizes and locations. Please attach the following documents:

- Site Plan – show proposed on-site closures, location of event components, etc.
- Parking Plan – parking on-site is limited; while there is additional parking nearby, large events should carefully consider alternative parking plans.
- Security Plan – Event security may be provided by the Hailey Police Department. The Chief of Police will designate the number of officers to provide security to be provided at the applicant's cost. Two (2) officers are provided with the Arena Rental Fees.
- Emergency Medical Services Plan – describe quantity of dedicated (assigned to no other duties at the event) state-licensed EMTs with basic medical supplies, and describe ability to communicate with an EMS agency.
- ENVIRONMENTAL RESILIENCY PLAN: All Applicants for Special Event Permits must submit an Environmental Resiliency Plan that includes, at a minimum, a prohibition on distribution of single-use of plastics, provision of compost and recycling containers, which may include provisions to reduce single occupant motor vehicle trips, reduce energy and water consumption, and encourage consumption of local or regionally produced products.

The below checklist, site plan, parking plan, security plan, and emergency medical services plan will be used to evaluate your event and document any associated City requirements/conditions, including, but not limited to, parking, security, and emergency medical service requirements.

Event Components and Activities	Yes / No	Brief Description
Closure of On-Site Parking and Access Ways (show on site plan)	☐ Yes ☐ No	
Open Flame/Flame Producing Devices/Pyrotechnics	☐ Yes ☐ No	
Stage (show size and location on site plan)	☐ Yes ☐ No	
Arena Flooring	☐ Yes ☐ No	
Electrical (in addition to on-site electrical)	☐ Yes ☐ No	
Audio	☐ Yes ☐ No	
Lighting (in addition to on-site lighting)	☐ Yes ☐ No	
Canopies, Tents, Temporary Structures (show size and location on site plan)	☐ Yes ☐ No	
Ticket Sales/Ticket Takers	☐ Yes ☐ No	
Merchandise Sales	☐ Yes ☐ No	
Alcohol Sales	☐ Yes ☐ No	
Food / Non-alcohol Beverage Sales	☐ Yes ☐ No	
Other (anything not included above)	☐ Yes ☐ No	

APPLICANT SIGNATURE: _____

Dated this _____ day of _____, 20____.

This Section Official Use Only (the City of Hailey will send you a completed version of the Decision, for your signature, following submission of the above application information.)

DECISION

Based on the Application for a Special Event Permit for _____

_____, the City of Hailey a) finds that the event is a special event, that the event meets all of the applicable requirements set forth in Hailey Municipal Code §12.14.040, that all required fees and deposits have been paid and that the Applicant has executed a Hailey Arena Rental Agreement; and, b) approves the Application; and, c) grants the Special Event Permit, subject to the following conditions:

The following requirements and conditions are hereby made a part of this rental agreement. The Applicant and event producer agree to abide by these requirements and conditions, in addition to all other event parameters described in this rental agreement. Some of these requirements and conditions may result in additional costs to the event producer. These additional costs, if related to services provided by the City, will be billed to the event producer post-event and/or may be deducted from the security deposit. Other costs may be payable to third parties, and are also the responsibility of the event producer.

Standard Conditions

a. The Applicant shall comply with the terms, plans, covenants, and provisions of the Application, as approved or as modified by the City of Hailey.
b. The Applicant shall comply with all applicable local, state, and federal laws, regulations and ordinances before, during and after the Special Event(s).
c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification, and other provisions immediately upon the approval of the application for the Special Events Permit.
d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.
e. A supporting application is on file and shall be complied with.
f. Events expected to attract more than 1,500 people may have amplified sound, but it cannot exceed ninety (90) dB measured at the property line at any time during the event and that any amplified sound shall be limited between ten o'clock (10:00) A.M. and eleven o'clock (11:00) P.M.

Event Component	Additional Conditions	City Rate/Fee
Parking		
Emergency Medical Services		
Security		$56/hour
Permits		
Miscellaneous		

DATED this _____day of _____, 20____.

CITY OF HAILEY

By: _____
Martha Burke, its Mayor

ATTEST:

_____
Mary Cone, City Clerk

The undersigned have read, understand, and agree to the rental application and agreement, proposed plan submitted by the Applicant, and the rental terms and conditions.

Dated this _____ day of _____, 20____.

APPLICANT:

<ORGANIZATION NAME>

_____
<NAME AND TITLE>

RENTAL TERMS AND CONDITIONS

Reservation and Cancellation Policy. Applicant may request a hold on Arena event dates; dates will be held until 60 days prior to the event date, but are not confirmed. To confirm dates, a Hailey Arena Rental Application and Agreement must be filed along with the security deposit, the application fee, and 50% of the rental fees 60 days prior to the event. All remaining fees due (except those fees which may be billed during the event) must be paid no later than 21 days prior to the event.

If Applicant cancels the event between 60 days and 21 days prior to the event, the application fee and 50% of the deposit – or the application fee and rental fees paid to date, whichever is less – shall be forfeited by the Applicant. If Applicant cancels within 21 days of the event, the application fee and 100% of the deposit – or the application fee and rental fees paid to date, whichever is less – shall be forfeited by the Applicant.

Security Deposit. Applicant shall pay as a security deposit the sum of One Thousand One Hundred Fifteen and No/100 Dollars ($1,115.00), to be held by City for the faithful performance by Applicant of all the terms, covenants and conditions of this Agreement. This deposit does not limit City's rights or Applicant's obligations. Applicant understands that all or a portion of the deposit may be retained by City upon termination of the tenancy and that a refund of any portion of the deposit to the Applicant is conditioned on the following:

a. Applicant shall clean and restore the Arena to its condition at the commencement of the event. Manure on the Arena floor, trash, and recyclable material shall be picked up and contained within receptacles or dumpsters on site. City shall empty trash receptacles as required and shall do a final trash haul post-event. If Applicant has rented stock pens, the City will remove and haul manure from the pens post-event.

b. Applicant shall have remedied or repaired any damage to the Arena to City's satisfaction.

c. Applicant shall have complied with all of the provisions of this Agreement and with such other rules and regulations as the City may deem necessary.

If Applicant defaults with respect to any provision of this Agreement, including but not limited to the provisions relating to the payment of the monetary sums due, City may use, apply or retain all or any part of the Security Deposit for the payment of any other amount which City may spend by reason of Applicant's default or to compensate City for any other loss or damage which City may suffer by reason of Applicant's default. If Applicant fully and faithfully performs every provision of this Agreement, the security deposit or any balance thereof without interest shall be returned to Applicant after the expiration of the event, after the Applicant has vacated the Hailey Arena and after all fees have been paid.

Additional Fees.

a. Two (2) officers are provided with the Arena Rental Fees. At the discretion of the Hailey Chief of Police, the City shall provide additional police officers during the event. The Applicant shall pay the City the charges incurred, at the rate of $56.00 per hour.

b. Applicant shall directly pay the provider of EMS standby services required for the event.

c. Applicant shall pay for any additional services requested from the City, including services related to arena preparation, event set-up support, etc. The Applicant shall pay the City the charges incurred, at the rate of $56.00 per hour.

d. The charges incurred by the City shall be paid within thirty (30) days of the date of billing for such charges, and/or deducted from the Applicant's security deposit.

Use of Arena. The Arena may be used and occupied by Applicant only as a public facility for the approved event and associated activities such as concession sales and parking. Parking at the Arena is public and may not be reserved solely for the reserved Arena Event. During periods of non-use of the Arena during the event, Applicant shall lock and secure all bathrooms, concession areas and security gates, to keep members of the general public out of all secured areas. Applicant shall not do or permit anything to be done in or about the Arena or bring or keep anything in the Arena that will in any way increase the rate of fire insurance upon the building in which the Arena is situated. Applicant shall not perform any acts or carry on any practices that may injure the Arena or the building of which the Arena form a part, which are not normally associated with the approved event. Applicant agrees to comply with any local, state or federal ordinances in effect at the time of the event.

Alcohol and Food Sales. If Applicant intends to sell alcohol during the event, Applicant shall obtain an Alcohol Beverage Catering Permit in advance of the event. Applicant shall pay two percent (2%) Local Option Tax on the gross sale of alcohol beverages during the event, which shall be paid to the Hailey City Clerk within 30 days of the event. If Applicant intends to sell food during the event, Applicant shall pay one percent (1%) Local Option Tax on the gross sale of food during the event, which shall be paid to the Hailey City Clerk within 30 days of the event.

Amplified Sound. If Applicant intends to have amplified sound during the event, the Applicant shall obtain an Amplified Sound Permit.

Utilities. City shall pay for all charges for electricity, water, sewer, and post-event trash removal. Arena rental includes bleacher cleaning, paved surface cleaning, and concession cleaning post-event only. City shall clean the restrooms daily and post-event.

Insurance. During the event, Applicant shall, at its own expense, maintain in full force, comprehensive liability insurance, including public liability, property damage and contractual liabilities of Applicant, written by a responsible insurance company licensed to do business in Idaho, and insuring Applicant and City (and such other persons, firms, or corporations designated by City) as additional named insureds against liability for claims of damage because of injury to persons and property and for death of any person or persons occurring in or about the Arena. The liability covered by such insurance shall be not less than a combined single limit of One Million Dollars ($1,000,000). At City's reasonable discretion, Applicant shall increase the coverage to such amount as City and Applicant agree is commercially reasonable. The insurance shall be primary insurance such that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance coverage held by City.

No party shall have the right or claim against the City for any losses, damages or injury, including losses, damages or injury to property or persons, including death, and for any business interruption, occurring on the Arena or the adjoining property, (whether caused by the negligence or other fault of the City or the Applicant or their respective agents, employees, subtenants, licensees or assignees or whether caused by negligence or the conditions of the Arena or any part thereof) by way of subrogation or assignment. The Applicant hereby waives and relinquishes any such right. The Applicant shall request Applicant's insurance carrier to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise in favor of the City and provide a certificate of insurance verifying this waiver.

All insurance shall be in a form and with companies satisfactory to City and shall provide that it shall not be subject to cancellation or change except after at least thirty (30) days' prior written notice to City. The policy or policies, or duly executed certificates for them, shall be deposited with City no later than fifteen (15) days before the event.

Exemption from Liability. City shall not be liable to Applicant or to any other person whomsoever for any injury or damage to person or property occurring within or about the Arena, unless caused by or resulting from the

willful and intentional acts of the City or any of the City's agents, servants or employees in the operation or maintenance of the Arena. City shall not be liable in damages or otherwise for failure to furnish, or any interruption of service of any water, gas, electricity, telephone, or other utility caused by fire, accident, riot, strike, labor disputes, acts of God, the making of any repairs or improvements, or causes beyond the control of City, or for any loss, damage or theft of property of Applicant, its agents, servants or employees.

Any prevention, delay, or stoppage, due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control for the party obligated to perform shall excuse performance by such party for an equal amount of time to any such prevention, delay or stoppage, except as otherwise provided in this Agreement.

If equine activities are intended during an event, the Applicant and the City are entitled to certain immunity under the Equine Activities Immunity Act (*Idaho Code §§ 6-1801 et seq.)* for activities within the Arena. The Applicant acknowledges that the City will not provide equipment or tack during an event and is not responsible to determine whether a rodeo participant is able to safely engage in activities or safely manage animals during the event or whether animals are able to behave safely with the participants during the event.

Indemnification and Hold Harmless. Applicant agrees to indemnify and hold City harmless from and against any and all claims, including mechanic's and materialman's liens, by or on behalf of any person or person, firm(s) or corporation(s), arising from the conduct or management of the activities conducted by the Applicant during the event, or arising out of any act or omission or negligence of Applicant, its contractors, licensees, agents, servants or employees during the event, or arising from any accident, injury, or damage whatsoever caused by any person or property occurring in or about the Arena or any part thereof, and the walkways adjoining the Arena during the event, and from and against all costs, expenses, liabilities and attorney's fees incurred in connection with any such claim or proceeding brought thereon.

Maintenance and Repairs. Except as otherwise provided herein, Applicant shall, at its sole cost and expense, keep and maintain the interior and exterior of the Arena (including, without limitation, all fixtures, plumbing and sewage facilities, heating, ventilation and air conditioning equipment, ice making equipment, interior and exterior walls, doors and windows) in good order, condition and repair during the event, place all rubbish and refuse in receptacles or dumpsters, keep all landscaping in good condition, and replace or repair all electrical fixtures and mechanical, heating and plumbing fixtures and equipment that may be damaged or broken during the event. City shall be responsible for daily cleaning of the bathrooms. If City deems it necessary for Applicant to make any repairs, City may demand that Applicant make them immediately, and if Applicant refuses or neglects to commence such repairs and to complete them with reasonable dispatch, City may make or cause such repairs to be made and Applicant shall immediately pay City for the costs of such repairs upon receipt of the costs. Alternatively, the costs for repairs made by the City may be deducted from the Applicant's security deposit. Applicant shall, at its cost and expense, promptly and properly observe, comply with, and execute, but not to the extent of making structural improvements, all present and future orders, regulations, directions, rules, laws, ordinances and requirements of all governmental authorities (including, but not limited to, state, municipal, county and federal governments and their departments, bureaus, boards and officials), and any other board or organization exercising similar functions, arising from the use or occupancy of, or applicable to the Arena.

Alterations and Improvements. Applicant shall not have the right to make changes, alterations or additions to the Arena without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion.

Damage or Destruction. If the Arena is partially or totally destroyed or damaged by fire or other casualty so as to become partially or totally unusable, the City is not required to rebuild the Arena, in which event either the City or Applicant may terminate this Agreement by providing written notice of intent to terminate. Upon termination, Applicant waives any and all claims for damages based on termination of this Agreement and any loss of use.

Defaults. In the event Applicant fails to pay any sums due pursuant to this Agreement, or cure any other breach, then City shall have the option of electing to either (i) cancel and terminate this Agreement, or (ii) terminate Applicant's right to possession only without terminating the Agreement or (iii) pursue any other remedy available at law or in equity.

Entry by City. In the event of any entry in, or taking possession of, the Arena, City shall have the right, but not the obligation, to remove from the Arena all personal property of Applicant located therein and may store the same in any place selected by City, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Applicant to City under any of the terms hereof, and the balance, if any, shall be paid to Applicant.

Liens. Applicant shall keep the Arena and the property on which the Arena is situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Applicant.

Assignment and Subletting. Except as provided herein, Applicant shall not assign or sublet this Agreement or any or all of Applicant's interest in the Arena without first procuring the written consent of City, which may be made in the City's sole and absolute discretion. Applicant is allowed to sublet or allow the use of concession areas within the Arena during the event without the consent of City; however, Applicant shall remain primarily liable for the obligations arising from this Agreement.

Waiver. The failure of either party hereto to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any election herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, and the same shall be and remain in full force and effect. A particular waiver by either party of any said covenants or agreements to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants or agreements of this Agreement.