



USE OF FACILITIES REQUEST FORM

Approval Date:

Contacted Group:

Revised 2020

Required for all groups/individuals/businesses wishing to use facilities, equipment, etc. of the Highland County Fair Association. This form must be completed and presented for approval to the address above at least 30 days prior to need. Return requirements to: Highland County Fair, PO Box 366, Monterey VA 24465

Name of Group (User) _____

Contact Person for Group (User) _____ Contact Person Phone # _____

Date Requesting Use _____

Description of Event (use back of form if needed) _____

Please check all that apply for request:

- Use of Barbecue Pit (fee \$25/day)
Use of Stage
Use of Grandstand
Use of Show Ring
Use of Portable Bleachers
Use of Cook Shack
Use of Show Barn
Use of Cattle Barn
Use of Sheep Barn
Use of Vegetable Barn
Use of Back Parking Lot
Other
Use of Trash Barrels
Use of PA System
Use of Picnic Tables
Use of Picnic Pavilion
Use of Water
Use of Electricity

FEES: Fees are charged to offset the costs of maintaining and purchasing items used. The Fair Board reserves the right to charge additional fees. Use of grounds for an auction will be charged a base fee of \$200 for storage and use of grounds. If water, electricity, etc. are needed, additional fees will be charged for these services, which will be announced upon approval. Fees are due upon approval of and notification by the Fair board. If fees are not paid before the date of the event, user will be declined its request for use. Any items damaged or destroyed during user's use will need to be presented to the Fair Board for action.

INSURANCE: User must carry liability insurance. A certificate of liability insurance is required with the application. The user must include the Highland County Fair Association as an additional insurer. Please see the Sample Insurance Requirements attached. If the Certificate of Liability is not received before the date of use, the user will be declined its request. The Fair Association has general liability insurance. Users should consult their insurance brokers for proper coverage on liability and inventory. In most cases a rider can be attached to existing insurance policies. Neither the Highland County Fair Association nor its agents or employees, nor the participating members, nor their agents or employees, shall be liable for any damage to the property of or for the loss of any business to the user, or for any loss of the user by theft, damage by fire or other means, or for injuries to the user, its employee, agents, or customers or guests arising from any cause or matter whatsoever.

HEALTH DEPT: The group (user) must also complete an Application for a Temporary Restaurant Permit (Form CSHD 4.26) if food is prepared and/or sold on the premises. The permit can be obtained from the local Health Department (ph. 540-468-2270). Sellers of food, packaged or unpackaged, must meet Virginia Department of Health codes. Additional information can be found at www.vdh.state.va.us. Use of the cook shack will also require permission from the Stonewall Ruritan Club for use of their equipment.

BARBECUE PIT: User of the barbecue pit is responsible for clean-up of pit prior to use and after use. Ashes are to be properly removed from pit within seven days after use and disposed of off-site. Ashes are not to be placed on fair property. Grates are to be properly cleaned prior to use and after use. Once user is finished with pit, also remove any trash, tables or any other supplies provided by user.

COMPLAINTS/BEHAVIOR: All concerns and grievances must be addressed to the Fair Association President. Disruptive, unprofessional, or abusive behavior will not be tolerated. The Highland County Fair reserves the right to enforce the dismissal of any group (user), employees or guests whose actions are deemed as detrimental to the operation of the event or the use of the fairgrounds.

TRASH: Users are responsible for removal of all trash on the grounds or in any buildings used on the grounds in addition to parking areas. If Fair trash barrels are borrowed, they must be emptied and returned to original storage area at the barn. The Highland County Fair reserves the right to clear and to dispose of any properties not taken off the premises within two days of the event without incurring any liability therefore. All costs of such removal, labor and shipping may be charged to and paid by the user.

PARKING: The back parking lot may not be available during hay growing season. In wet weather, parking may be limited in low/soft areas.

Use of water during winter months will be declined after water lines have been drained. The grounds should be returned to the same or better condition found. Items borrowed must be returned to designated storage location. Guidelines are set to help keep the Fairgrounds in good working order and have it accessible to other organizations. The user may forfeit the right to use the fairgrounds or facilities if these guidelines are not followed. I have read the above and understand the responsibilities and possible charges for use of facilities. I understand that once I receive approval from the Fair Board, I will also be told the total fees charged.

Sample Insurance Requirements

The requirements listed are minimum limits only and do not limit liability or obligations.

- Required minimum limits for the above coverage are as follows:

General Liability -

\$1,000,000 each occurrence

\$ 100,000 Fire Damage

\$ 10,000 Medical Expenses

\$1,000,000 Personal and Advertising Injury

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

Automobile Liability – Including Hired Auto and Non-Owned Auto

\$1,000,000 Combined Single Limit

Workers Compensation & Employers Liability Insurance -

Statutory Limits for Workers Compensation

\$1,000,000 each accident

\$1,000,000 each occurrence by disease

\$1,000,000 by disease - policy limit

Excess Liability -

\$5,000,000 Each Occurrence

An Excess Liability policy of more than \$5,000,000 on an umbrella form can be used to satisfy the above limits.

- Highland County Fair Association Inc. shall be named additional insured on the liability policies listed above (except Workers Compensation) in connection with the services to be provided.
- This insurance for the additional insured shall be as broad as and at the same limits as that of the named insured.
- Insurance shall be primary and any insurance maintained by the Additional Insured shall be excess and non-contributory until all the limits of insurance have been exhausted through the payment of claims.
- All rights of subrogation are waived for the policies listed above, including workers compensation.
- The policies listed shall provide for 30 days' advance written notice by certified mail of cancellation, termination or alteration of any policy.