

## AGREEMENT AND USE PERMIT

This Agreement entered into on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between  
DAGGETT COUNTY, UTAH hereinafter called the "County" and \_\_\_\_\_

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hereinafter called "Permitted."

WHEREAS, the County is the owner of the Daggett County Fairgrounds located at Manila,  
Utah and

WHEREAS, the Permittee is desirous of using said Daggett County Fairgrounds for rodeo  
and other purposes.

NOW, THEREFORE, it is agreed as follows:

1. Daggett County hereby authorizes Permittee to use the Daggett County fairgrounds  
and the facilities built thereon for the purpose of \_\_\_\_\_  
\_\_\_\_\_ on the following **dates**, at the  
following **times**: \_\_\_\_\_
2. Permittee will be charging an entry fee of \$\_\_\_\_\_, admission fee of \$\_\_\_\_\_.
3. Permittee agrees to pay for the use of said fairgrounds the sum of \$\_\_\_\_\_.
4. Permittee agrees to use the fairgrounds and the facilities thereon in a non-negligent  
manner for the purpose specified in this lease and for those purposes alone.
5. Permittee hereby agrees to hold the County harmless from any claims or liability  
arising out of Permittee's use of said fairgrounds.
6. Permittee will provide proof of Liability Insurance with County named as insured party  
for the sum of \$\_\_\_\_\_.
7. Permittee agrees to maintain the corrals, grounds and all facilities located on the  
fairgrounds in as good a condition as when Permittee's use commenced and upon the  
County designating repair or maintenance work needed at the fairgrounds to make  
such repairs and do such maintenance work as the County may require within 30 days  
after receiving written notice from the County. Restrooms will be cleaned prior to  
event and checked to be certain water and paper are available. Restrooms will be left  
clean and in good repair after the event.
8. Permittee shall not assign or transfer in any manner, the rights granted under this

agreement to any person or organization without the prior written consent of the County.

9. The County reserves the right to terminate this Agreement and the rights of the Permittee hereunder at any time with or without cause upon giving to Permittee twenty four (24) hours written notice of said termination.
10. Permittee states they will need a power supply (Yes / No) at a cost of \$\_\_\_\_\_.00 Per day. Permittee will be using the corral facilities for #\_\_\_\_\_ of horses at a cost of \$\_\_\_\_\_.00 per horse/per day.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year above-written.

Contact Information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email \_\_\_\_\_

Upon Completion this information will be posted on the Daggett County website. Please include a copy of Flyer or advertisement.

DAGGETT COUNTY

By \_\_\_\_\_

Permittee:

\_\_\_\_\_

## **NOTICE OF DRAM SHOP LIABILITY**

This notice is to inform all responsible persons of the encompassing provision of Utah law relating to alcoholic beverages, as contained in Title 32A of the Utah Code enacted in 1985. Those most significant and applicable are:

1. **32A-14-1 Dram Shop Liability:**  
Section I provides that any person who gives, sells, or provides liquor to another by those actions causes the intoxication of the other persons is liable for injuries caused to a third person or the property of the third person, and is liable to the spouse or child or parent of that third person when injury results.  
  
Section II provides for a direct cause of action against both the intoxicated person, as well as the person who provided the liquor in violation of Section I.
2. **32A-12-9 deals with the sale or supply of alcoholic beverages to a drunken person. This section makes it a misdemeanor offense for a person to furnish or supply any alcoholic beverages to any person who actually is, or apparently is under the influence of an intoxicating beverage.**
3. **32A-12-9 defines intoxication as: "a person is intoxicated if he is under the influence of intoxicating liquor to a degree that he may endanger himself or another in a public or private place where he unreasonably disturbs other persons." This act further provides that no person shall allow another to become intoxicated in any premises in which he is the owner, tenant, or occupant, or shall allow any intoxicated person to consume an alcoholic beverage on the premises.**

We hope that you will enjoy the use of the County Facilities. It would be a tragedy for someone to be injured or hurt as a result of intoxication arising from an activity. As a result we respectfully request your individual help in this matter.

Please be aware of your guest. If you see someone over drinking please see that they stop. Also check to see if he/she has a ride home with a sober friend.

Your signature below indicates that you have read and understand the contents of this notice and that you will use your best efforts in following its guidelines.

Date \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Name of Group

\_\_\_\_\_  
Responsible Persons

**DAGGETT COUNTY CLERK, PO BOX 400, MANILA, UT 84046  
435-784-3154/435-784-3335 FAX**

## **PRIVATE FUNCTION ALCOHOL POLICIES AND PROCEDURES**

### **PRIVATE FUNCTION**

Daggett County is responsible to provide private individual usage (rental) of certain facilities for conventions, weddings, reunions, meetings, etc. It is our responsibility to provide the private event management or promoter with alcohol policies and procedures set in place by Daggett County that enhance the visit as well as protect the safety of the patron while in our facility.

### **POLICIES AND PROCEDURES**

Private functions will be allowed to have alcoholic beverages with the following stipulations.

1. The host of the function is the provider for the alcoholic beverage at the function.
2. The host cannot charge a fee for the alcohol served. (cash bar)
3. The host is responsible that no minors be served alcohol nor any minor have access to any alcoholic beverage at anytime before, during or after the function or during storage at the facility or on the grounds in a vehicle.
4. The host is responsible to not allow alcoholic beverages to be served to an obviously intoxicated patron.
5. In the event that a patron does become intoxicated at the private functions, it is the responsibility of the host to make sure that patron does not drive from that function, and take every action to ensure this by finding a sober friend to drive or call his home phone for help.
6. The host is responsible for the evacuation at the conclusion of the function. Under no circumstances is alcohol to be left unattended with the facility.
7. Organizing host read both this policy and the Dram Shop Liability Form and sign and date that they understand completely before function begins.
8. Ultimately, the host is totally responsible for all alcohol at the function they are representing at the signing of this document.
9. Should a patron become intoxicated and create any problems of any sort that the host cannot control, the host should first contact the Daggett County Sheriff's Office or call 435/784-3255 or 911.

Date \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Name of Group

\_\_\_\_\_  
Responsible Persons

**DAGGETT COUNTY CLERK, PO BOX 400, MANILA, UT 84046  
435-784-3154/435-784-3335 FAX**