

AGGREEMENT FOR SPECIAL EVENT ON PROPERTY OWNED OR CONTROLLED BY VALLEY COUNTY

THIS AGREEMENT, made and entered into this _____ day of _____, _____ (year), by and between Valley County, and _____, whose address is: _____, hereafter called the "Applicant," and as used herein denotes singular or plural thereof.

WHEREAS, the Applicant proposes to conduct a special event as follows:

Event Name: _____

Location (provide map as a separate attachment): _____

Date of Event: _____ Time Frame: _____ (set up and tear down included)

Approx. Number of Participants: _____ Vehicles: _____

Contact Person (at event): _____ Organization: _____

Business Phone: _____ Other Phone: _____

Email: _____

WHEREAS, Valley County is authorized to enter into this Agreement pursuant to Idaho Code §§ 31-807, 866 and the Parties do hereby mutually agree as follows:

SECTION I: THE APPLICANT SHALL:

Evidence of Insurance.

A general liability policy shall be in effect prior to the event and cannot be less than \$1,000,000 per claim and \$2,000,000 aggregate per occurrence (unless modified or waived by Valley County in writing) and each naming Valley County as a certificate holder and as an additional insured.

All insurers shall have a Best's rating of AV or better and be licensed and admitted in Idaho.

All policies required shall be written as primary policies and not as contributing or excess coverage to any coverage that Valley County may choose to maintain.

The policies shall cover any claims that may arise out of, or result from the Applicant's operations under the Agreement, whether such operation be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone including event participants, for whose acts any of them may be liable.

All policies, except workers compensation, shall name Valley County as additional insured.

All policies shall contain a waiver of subrogation against Valley County.

By requiring insurance herein, Valley County does not represent that the insurance coverage and limits will necessarily be adequate to protect Applicant, and such coverage and limits shall not be construed as a limitation on Applicant's liability under the indemnities granted to Valley County in this Agreement.

Prior to use of Valley County property, Applicant shall furnish Valley County with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein.

Independent Contractor Status.

Applicant is, and shall perform this Agreement as, an independent contractor and, as such, shall have and maintain complete control over all its employees, invitees and operations, except as otherwise provided herein.

Neither Applicant, nor anyone employed by it, shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of Valley County.

As an independent contractor, Applicant shall be solely responsible for compliance with any applicable state, federal, local law or regulation including, but not limited to, payment of wages, all federal and state withholding taxes, liability insurance, and such compensation insurance and such other obligations as are the legal responsibility of an employer.

Indemnification:

Applicant agrees to hold harmless, defend, and indemnify Valley County, its officers, agents, and employees from and against all suits, claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with any activities of Applicant, Applicant's agents, employees, invitee's, or representatives during the event subject to this Agreement.

Applicant agrees to satisfactorily repair any damage to the premises resulting from the use of Valley County property. Costs associated with returning the premises to its original condition following the event is solely the responsibility of the Applicant.

SECTION II: VALLEY COUNTY SHALL:

Prior to completion of this agreement:

Approve the Insurance policy requirements or notify the Applicant of any deficiencies as soon as possible. If an event is not approved, the Applicant will be notified, as soon as possible, so alternate plans can be made.

IN AGREEMENT of the afore-mentioned requirements, we, the Applicant, shall comply.

Applicant: Representing:

By: _____

(Applicant/ Authorized Representative)

SUBJECT TO ALL TERMS, CONDITIONS, AND PROVISION of this agreement or attachments, permission is hereby granted.

Board of Valley County Commissioners

By: _____

Katlin Caldwell, Commissioner

By: _____

Sherry Maupin, Commissioner

By: _____

Neal Thompson, Commissioner

ATTEST:

Gabrielle Knapp, Valley County Clerk