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**CITY OF FIREBAUGH  
RODEO GROUNDS FACILITIES USE AGREEMENT**

This FACILITIES USE AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_ ("Effective Date") by and between the CITY OF FIREBAUGH, a California municipal corporation and general law city ("City") and \_\_\_\_\_, a \_\_\_\_\_ ("RENTER") (collectively, "Parties"), with respect to the following:

**WHEREAS**, RENTER desires to use the Rodeo Grounds and improvements thereon located in the City of Firebaugh and commonly referred to as the "Firebaugh Rodeo Grounds" ("Rodeo Ground"), which is owned by the City.

**WHEREAS**, City is willing to RENTER to use the Rodeo Grounds in accordance with the terms of this Agreement and a permit issued pursuant to Firebaugh Municipal Code section 19-3, which permits, once issued, is a substantive part of this Agreement.

**WHEREAS**, the Parties agree that RENTER's use of the Rodeo Grounds shall be subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

1. **TERM OF USE.** City hereby authorizes RENTER to use the Rodeo Grounds for the following Dates: \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_. Such dates include sufficient time for set-up and preparation, and post-event clean-up. RENTER shall pay City One Hundred Dollars (\$100.00) per day RENTER fails to vacate the Rodeo Grounds as requires herein.
2. **USE, HOURS OF OPERATION, NOISE RESTRICTIONS, AND DUST.** RENTER shall use the Rodeo Grounds in accordance with this Agreement and for the purpose described as follows:

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

- a. HOURS OF OPERATION: Saturday: 5:00 PM to 11:00 PM  
Sunday: 4:00 PM to 10:00PM

RENTER shall ensure that all persons associated with its use of the Rodeo Grounds under this Agreement have vacated the Rodeo Grounds as soon as practical each day at the of the hours of operation.

RENTER shall vacate the Rodeo Grounds no later than 10:00 AM the day after its use of the Rodeo Grounds ends.

- b. NOISE RESTRICTIONS: RENTER shall not make, allow, continue, or cause to be made or emanate from the Rodeo Grounds during its use of same any loud, unreasonable, unnecessary, or unusual noise, which either annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others.
- c. DUST. RENTER shall reasonably control dust and other airborne Materials on the Rodeo Grounds at all times during its use of same by applying a reasonable amount of water to the grounds and parking areas of the Rodeo Grounds. Water may be purchased from City fire hydrants for this purpose at the cost of One Hundred Dollars (\$100) per day per event. RENTER may make arrangements with City's Public Works Director for use of City-owned equipment for this purpose.

- 3. **FEE, DEPOSIT, AND CANCELATION.** RENTER shall pay the City One Thousand Dollars (\$1,000) for its use of the Rodeo Grounds in accordance with this Agreement, except as provided herein. A registered and legally organized nonprofit organization, having its principal place of business located in the City of Firebaugh, shall pay City Two Hundred Fifty Dollars (\$250) for its use of the Rodeo Grounds in accordance with this Agreement. The Payment required by this section shall be due and payable to the City on the Effective Date of this Agreement. For purposes of this Agreement, "principal place of business" shall mean a physical address used for business purposes within the City of Firebaugh.

- a. DEPOSIT: RENTER shall pay City deposit of Five Hundred Dollars (\$500) for its use of the Rodeo Grounds in accordance with this Agreement. The Deposit shall be due and payable to City on the effective date of this Agreement, City shall return deposit to RENTER upon its determination that RENTER has complied with its duties and obligations under this Agreement, which determination shall be made in the sole discretion of City no later than one week after RENTER vacates the Rodeo Grounds in accordance with this Agreement. Then Deposit in whole or in part may be retained by CITY in its sole discretion: (1) if RENTER violates the terms and conditions of this Agreement, and/or (2) for the full cost of any and all damage, destruction, repairs, and/or maintenance to the Rodeo Grounds that is caused, created, or in any way connected to RENTER's use of the Rodeo Grounds.

- b. **CANCELLATION:** RENTER shall notify the City no later than thirty (30) days before its scheduled use of the Rodeo Grounds, of its intent to cancel such use, except as provided herein. IF RENTER fails to provide such notice, City shall retain RENTER'S fee for use of the Rodeo Grounds. City shall return RENTER'S deposit for the use of the Rodeo Grounds in the event of cancellation.
4. **GARBAGE AND REFUSE.** RENTER shall be solely responsible for the disposal of any and all garbage and/or refuse associated with its use of the Rodeo Grounds in accordance with this Agreement. RENTER shall cause all such garbage and/or refuse to be placed in the designated receptacle located on the Rodeo Grounds.
5. **INSPECTION.** City may in its sole discretion enter and inspect the Rodeo Grounds from time to time to determine whether RENTER is complying with its duties and obligations under this Agreement.
6. **SAFETY AND SECURITY.** RENTER shall provide six (6) security guard personnel for safety and security of the Rodeo Grounds and any persons thereon during its use of the Rodeo Grounds in accordance with this Agreement. The security guard personnel shall be responsible for gate and crowd control as needed based on RENTER'S use of the Rodeo Grounds in accordance with this Agreement. The security personnel shall be employed by a business having a current City of Firebaugh business license. In addition, RENTER shall make arrangements with the City's Police Chief for four (4) to six (6) City Police Officers, at the sole discretion of the City's Police Chief, to provide safety and security for the Rodeo Grounds and any persons thereon during its use of the Rodeo Grounds in accordance with this Agreement.
7. **SANITATION AND RESTROOM FACILITIES.** RENTER shall provide and make available to person's sanitation and restroom facilities at its sole expense during its use of the Rodeo Grounds in accordance with this Agreement. The use of City's Community Center restroom facilities, located adjacent to the Rodeo Grounds, is expressly prohibited during RENTER'S use of the Rodeo Grounds in accordance with this Agreement.
8. **EMERGENCY MEDICAL SERVICES.** RENTER shall provide for emergency medical services to the persons during its use of the Rodeo Grounds. The emergency medical services personnel should be, at a minimum, certified as EMT-1, as recognized by the Central California Emergency Medical Services Agency through the Fresno County Department of Public Health, Division of Emergency Medical Services, and shall comply with all applicable federal, state, and local laws and regulations, as those laws and regulations may change from time to time. RENTER may use its own personnel to provide for emergency medical services as required herein. RENTER shall provide the qualifications in writing of its own personnel, if any, provided emergency medical services as required herein. Alternatively, RENTER may make arrangements with City's Fire Department to provide the emergency medical services as required herein, and shall pay City's Fire Department a fee constituting the reasonable cost to City of providing such services.

9. **COMPLIANCE WITH LAW.** RENTER agrees to comply with all applicable federal, State, and local laws and regulations, as those laws and regulations may change from time to time, during its use of the Rodeo Grounds in accordance with this Agreement. RENTER shall perform any act, and enter into and execute any agreement with any government agency, necessary to ensure its compliance with all applicable federal, state, and local laws and regulations.
10. **INSURANCE.** RENTER shall secure and maintain in force during the term of this Agreement comprehensive general liability insurance in amount not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. The insurance required pursuant to this Agreement shall constitute primary coverage for bodily injury, personal injury, and property damage arising out of RENTER's actions or inactions under this Agreement. City shall be included as an additional named. The insurance required by this Agreement shall not be cancelled nor does the amount of coverage reduced until thirty (30) days after the terms of this Agreement expire. Neither the existence of any of the insurance coverage required under this Agreement nor the minimum coverage limits specified herein with respect to any such coverage shall be deemed to limit or restrict in any way RENTER's liability arising under this Agreement.
11. **INDEMNIFICATION AND DEFENSE.** RENTER agrees to indemnify, defend, and Hold harmless City and its City Council, agents, officers, and employees from against any and all claims, demands, lawsuits or other proceedings, bodily injury, property damages, personal injury, and other liabilities and damages, including attorneys' fees and costs, arising out of RENTER's alleged or actual omission, act or negligence, in the performance or failure to perform its duties and obligations under this Agreement. The indemnity, defense, and hold harmless obligations set forth herein shall survive the termination of this Agreement for any alleged or actual omission, act or negligence, in the performance or failure to perform RENTER's duties and/or obligations under this Agreement that occurred during the term of this Agreement.
12. **NONPROFIT ORGANIZATIONS.** A register and legally organized nonprofit Organization shall provide proof of its exempt status to City in writing at the time a permit is issued for use of the Rodeo Grounds pursuant to Firebaugh Municipal Code section 19-3.
13. **LIVESTOCK.** RENTER shall only allow livestock on the Rodeo Grounds on the day of its use of the Rodeo Grounds. RENTER expressly agrees to maintain all livestock during its use of the Rodeo Grounds in safely secured vehicle(s) or within a secured enclosed. No livestock, including horses, shall be allowed in the parking area or concession stand location of the Rodeo Grounds. No motor vehicles of any kind shall be allowed in the concession stand location of the Rodeo Grounds.
14. **ELECTRIC POWER CABLE.** RENTER may lease from City an electric power cable at a cost of Fifty Dollars (\$50), respectively, for each planned and authorized use of the

Rodeo Grounds in accordance with this Agreement. RENTER shall return the electric power cable to City in the same or similar condition as when RENTER took possession of same.

15. **ASSIGNMENT.** RENTER shall not assign its duties and obligations under this Agreement, or any other interest, right, or privilege created herein, without the prior written consent of City. This Agreement shall be binding on the successors, heirs, and assigns of RENTER.
16. **RELATIONSHIP OF PARTIES.** The parties agree that their officers, agents, and Employees in the performance of this Agreement are not, for any purpose, officers or agents or employees of the other Party.
17. **SEVERABILITY.** If any provision of this Agreement is determined by a court or tribunal of competent jurisdiction to be void, voidable, or unenforceable as a matter of law, then such provision shall be deemed deleted and all other remaining provisions of this Agreement shall otherwise remain in full force and effect.
18. **WAIVER.** No waiver by either Party of any provision of this Agreement shall constitute or be deemed a waiver of any other provision hereof or any subsequent breach of the same or any provision hereof.
19. **AMENDMENTS.** This Agreement may only be amended by a written instrument signed by the Parties.
20. **DEFAULT.** The Parties agree that City in its sole discretion may treat a breach of any provision of this Agreement as a material breach. In the event of a material breach of this Agreement by RENTER, City may immediately terminate this Agreement and the permit issued for use of the Rodeo Grounds pursuant to Firebaugh Municipal Code section 19-3.
21. **GOVERNING LAW AND VENUE.** This Agreement shall be construed and interpreted in accordance with the law of the State of California. Venue shall be in the Superior Court of California, County of Fresno, or the U.S. District Court for the Eastern District of California, Fresno Division, as appropriate.

**IN WITNESS WHEREOF**, the Parties made and entered into this Agreement as of the Effective Date.

**CITY OF FIREBAUGH**

**RENTER**

By: \_\_\_\_\_  
**City Manager**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_