



PARKING LOT RENTAL

THIS AGREEMENT, made and entered into this 25th day of June, 2024, by and between Caldwell Bowling, Inc. (hereinafter referred to as 'CONTRACTOR'), and Canyon County, Idaho (hereinafter referred to as "COUNTY").

I. RECITALS

1. COUNTY operates, administers, maintains, and promotes, each year, a multi-day community event in Caldwell, Idaho, commonly known as the Canyon County Fair (hereinafter referred to as "FAIR").
2. COUNTY has established the date for FAIR to be Thursday, July 25, 2024, through Sunday, July 28, 2024 (hereinafter referred to as "Fair Dates").
3. COUNTY and CONTRACTOR desire to enter into an agreement whereby COUNTY has the right to use CONTRACTOR's parking lot during the Fair Dates and as outlined in Section II.

II. AGREEMENT

NOW THEREFORE, the parties hereby acknowledge and agree as follows:

1. COUNTY shall be entitled the use of said parking lot and is to cooperate with CONTRACTOR to avoid any conflicts.
2. CONTRACTOR will not schedule any events during the Fair Dates that are conflicting in nature.
3. COUNTY will not change or move any equipment of CONTRACTOR without permission. Moving CONTRACTOR's equipment will be done in an orderly and careful manner. COUNTY is responsible for setting up and dismantling before and after the event.
4. CONTRACTOR will not be responsible for any licenses or fees incurred by COUNTY in its use of the facilities. The COUNTY agrees to obey and abide by

the laws, rules and regulations of all governmental authorities and unities of the city of Caldwell, the county of Canyon and the state of Idaho.

5. The COUNTY shall pay CONTRACTOR \$800.00 payable thirty (30) days prior to event for the use of the parking lot during the Fair Dates.
6. COUNTY agrees to provide a copy of a liability insurance policy of not less than \$500,000.00 (\$1,000,000.00 for large events) and shall include CONTRACTOR as additional named insured. COUNTY agrees to obtain a comprehensive damage and bodily injury liability insurance policy from an insurance company licensed to do business in the state of Idaho for the term of this Agreement except as otherwise provided herein. COUNTY agrees that it shall not cancel or materially change said policy without forty-five (45) days notice to the CONTRACTOR. COUNTY agrees to provide CONTRACTOR with written proof of such insurance at least five (5) working days prior to using the facility. COUNTY agrees to provide CONTRACTOR with proof of workers' compensation five (5) working days prior to using the premises referred to herein, or proof that workers' compensation is not required under the circumstances.
7. Only to the extent permitted by Idaho law, COUNTY agrees to defend and indemnify CONTRACTOR, their officers, agents, and employees from and against all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with any activities of COUNTY, COUNTY's agents, employees, or representatives under this Agreement.
8. This Agreement may be terminated immediately by CONTRACTOR for breach of the Agreement by COUNTY and either party may terminate this Agreement with thirty (30) days written notice of termination to the other party.
9. COUNTY assumes no responsibility for any act of God, or governmental intervention, which may include, but is not limited to, heavy rains, flooding, excessive mud, or fire. COUNTY accepts no liability for any act of malfeasance, or occurrence on the premises caused by COUNTY or others pursuant to this contract that are beyond the control of the COUNTY.
10. This agreement supersedes and therein replaces any prior agreement, verbal or written, between CONTRACTOR and COUNTY.
11. This agreement shall be from July 25, 2024, through July 28, 2024, and may be modified or amended only by a writing duly executed by both parties.
12. This agreement shall be construed and enforced under the laws of the state of Idaho.
13. If any provision of this agreement shall be deemed unenforceable or invalid to any extent, the remaining portions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

14. All notices required hereunder shall be in writing and sent to the following:

CONTRACTOR:

Caldwell Bowling Center, Inc.
2121 Blaine Street
Caldwell, Idaho 83606

COUNTY:

Canyon County Fair Director
P. O. Box 1269
Caldwell, Idaho 83606

DATED this 1 day of July, 2024.

CALDWELL BOWLING CENTER, INC.:


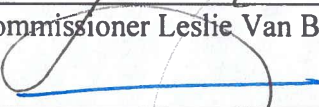
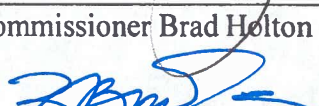
Sara Ricks

Sara Ricks


DATED this 9th day of July, 2024.

CANYON COUNTY BOARD OF COMMISSIONERS

☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<u> </u>	<u> </u>	<u> </u>
 _____ Commissioner Brad Holton	<u> </u>	<u> </u>	<u> </u>
 _____ Commissioner Zach Brooks	<u> X </u>	<u> </u>	<u> </u>

ATTEST: RICK HOGABOAM, CLERK

By: 

Deputy Clerk