

# FCSD2 DOWNTOWN PARKING AREA

## Lot Space Rental Application

Please return this application, your first month's rent, a copy of your town permit, and an additionally insured insurance certificate to Business Manager, Amanda Ysen no earlier than January 23<sup>rd</sup> at 8 am.

### Section 1: General Information

Date of Application: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Business Days and Hours of Operation: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Person Responsible/Title During Use (If not the owner): \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Cell: \_\_\_\_\_ Home: \_\_\_\_\_

What dates do you want to rent a space (circle one)? Year-Round or Specific Months (please list):

\_\_\_\_\_

Which space are you interested in renting? Please review the Portable Business Map with Spaces to select a space. We cannot guarantee a specific spot.

1<sup>st</sup> preference: \_\_\_\_\_

2<sup>nd</sup> preference: \_\_\_\_\_

3<sup>rd</sup> preference: \_\_\_\_\_

### **Section 2: Acceptable Use**

Up to three temporary businesses will be permitted in the designated areas on the property. The Business should be considered itinerant and would not be permitted to erect any permanent structures on the property. Itinerant businesses shall be defined as those offering for sale food, goods, products, or services from a vehicle, trailer, or other temporary stand such as a cart, table, or tent. Interested parties understand and accept the following terms and conditions:

1. The Business must be 100% self-contained. Neither the School District nor the Town will provide utility hookups, garbage disposal, or snow removal. The Business is responsible for maintaining a clean area around their space.
2. Term: Each space will be on a month-to-month or full-year basis. Everything must be removed by the end of the rental agreement. If you need to leave the space earlier than agreed to, we request a 30-day notification. No storage is permitted on the property outside of this window.
3. To be considered for approval, interested parties must follow the progression below:
  - A completed district rental application form must be submitted. The first month's rent shall accompany the application.
  - A copy of the business's insurance with a minimum of \$1,000,000 liability coverage shall be furnished.
  - The time the business shall be open and operating shall be limited from 6:00 am to 8:00 pm unless otherwise authorized in writing by the Town of Dubois and Fremont County School District #2.
  - The Businesses shall operate within the spaces and areas specifically designated by Fremont County School District #2. All spaces will be considered on a "first come/first serve" basis.

### **Section 3: Rental Fees**

The rental fees will be \$150 per month for each space payable to Fremont County School District 2, 700A North First Street, Dubois, WY. 82513. The first month's rent must be paid at the time of the application. Any failure to pay will result in a revocation of privileges and the business will have no more than 24 hours to leave the site. Rent is due no later than the 5th of each month thereafter. Businesses are welcome to pay rent in advance for multiple months.

### **Section 4: Responsibility**

1. The Business shall assume responsibility for all damages that occur while the property is being used. The Business shall indemnify and hold the Fremont County School District #2 (the District), the District Board of Trustees, District employees, agents, and representatives harmless from any liability, injuries, claims, damages, and losses arising from any injury or property damage resulting from the use of the property.
2. The Business agrees that the District facilities are only to be used as designated on the application form. Any deviation of use may be considered grounds for revocation of the application and possible denial of future use.
3. Businesses shall ensure that activities are orderly and lawful. Businesses must conform to all local ordinances including police and fire department regulations and alcohol permitting regulations.
4. This application is not transferable to another party.
5. The District assumes no responsibility for any lost, stolen, damaged, or destroyed property associated with the Business.
6. The Business shall at all times keep premises and property clean and tidy.
7. The Business agrees to not use said premises or property for any purpose in violation of the law of the United States, the State of Wyoming, or ordinances and regulations of the Town of Dubois. The

Business shall obtain and pay for any applicable permits and licenses required by the Town of Dubois, Fremont County, the State of Wyoming, and the US Government. THE PROPERTY THAT THE BUSINESS WILL USE IS OWNED BY FREMONT COUNTY SCHOOL DISTRICT #2. FEDERAL AND STATE LAW PROHIBIT THE POSSESSION OF FIREARMS ON SCHOOL PROPERTY.

8. By allowing the business to use the property as described above, and by entering into this agreement, Fremont County School District #2 does not waive its governmental immunity and does not waive the defenses and limitations provided under the Wyoming Government Claims Act. The District specifically reserves the right to assert immunity and assert the defenses and limitations under the Wyoming Governmental Claims Act as a defense to any claims arising under this Agreement.
9. Failure of the Business to comply with any of the terms described herein may result in the revocation of the permit granted by the School District to occupy, use, or operate on the property.

Signatures below represent that the Business owner has read the terms and conditions as outlined in this document and that they understand the terms are a condition of the application. Failure to abide by the terms and conditions set forth will result in the immediate discontinuation of privileges.

\_\_\_\_\_  
Signature of Business Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Splichal, Superintendent of Schools

\_\_\_\_\_  
Date

**For Business Office Use  
Required Documentation**

	Document	Issues/Date/Time Received	
Yes   No	District Rental Application		
Yes   No	Permit from Town		
Yes   No	Insurance		
Yes   No	First Month's Rent	Cash	Check #