

Benton County Jr. Fair & Rodeo Association Arena Rental Agreement



Mailing Address: PO Box 5014, Benton City, WA 99320

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Rental Agreement per event must be completed and approved by the BCJFRA before facility may be leased.

Organization Name (Lessee): _____

Lessee Agents: _____

Address: _____

Phone: _____ Email Address: _____

Emergency Name/Number: _____

Tax Status of Organization: _____ Tax ID Number: _____

Dates Requested: _____

Arena Prep Required? Yes / No Time arena should be prepared by: _____

Cook Shack Open? Yes / No If "Yes" what hours will be needed: _____

Proposed use of arena grounds (describe fully): _____

Will there be a charge for admission? Yes / No If "Yes" please describe: _____

Number of Contestants expected: _____

Number of Spectators expected: _____

Do you have any special requests or needs: _____

Arena Fees

Deposit:

Cleaning/Hold Deposit – Must be Included with this Contract** \$ 100.00

Event Fees:

Friday - Saturday: \$300/day x _____ days = \$ _____

Sunday – Thursday: \$225/day x _____ days = \$ _____

Qualifying Youth Event: \$200/day x _____ days = \$ _____

4H Event: \$125/day x _____ days = \$ _____

Sub Total = \$ _____

Add'l tractor prep during event:\$35/rake x _____ = \$ _____

TOTAL DUE 5 DAYS PRIOR TO THE EVENT: \$ _____

Rental fees must be paid at least 5 days prior to the start of your event and before the gates will be unlocked (unless prior arrangements have been made and you have received written approval from the board). This must be done before the event as we will not deal with payment arrangements the day of the event. This includes prior to BCJFRA preparing the arena for the event.

**Please note a penalty system in place for repeated cleaning/damage concerns in the agreement. **

All NSF checks will be charged a \$100 NSF fee per check. In the event of an NSF check, a letter will be sent and all fee must be made good within 30 days of the date of letter, if the outstanding debt remains at the end of the 30 days a collection letter and/or lawyer will be contacted. At that time the Lessee/Agents will be responsible for all collection and legal fees.

Agreement

If BCJFRA has to cancel your event for any reason all deposits will be refunded. If the Lessee/Agent has to cancel the event for any reason, it must be done by mail to the address listed above and postmarked no later than 30 days prior to the event or the Cleaning/Hold deposit will be forfeited (no exceptions). If the event is cancelled prior to the 30 day window, all deposits will be refunded to the Lessee/Agents.

All deposits must be paid upon sending in this contract, and no less than 5 days prior to your event. The Deposit/Holding Fee will be held until the completion of the event. At that time, the fee will act as your deposit and will be returned to you, if the premises are left clean and free of damage. The arena requires preparation work for all events, staff and their time are needed and costs are incurred to prep for these events. The Deposit/Holding Fee is required so if an event is cancelled on short notice this will result in a loss of revenue for BCJFRA and possible costs may have been incurred by BCJFRA in preparation for your event, or if a mess/damages are left after your event, staff and their time are needed to clean/fix the premises.

The grounds will be inspected the following day of the event, if there is damage to the grounds done by the Lessee/Agents or excessive garbage left in the yard, along the fence line, in the arena and chutes or dumped in the parking lot, the cleaning/holding deposit will be forfeited. If the deposit is forfeited due to failed inspection, a penalty of \$75 will be added to the total event fee for your next rental. If you incur 3 penalty violations, you will not be eligible for further rentals. If the grounds are left clean then the deposit will be returned.

Arena: Grounds preparation and watering only prior to event start, water only available April 15 – October 15. Once the Lessee/Agents have accepted the grounds, no further prep will be provided by BCJFRA unless specified in rental agreement. Lessee/Agent will be allowed to use an ATV/Tractor with a drag harrow for small area prep (ie; around barrels) if needed which will be provided by Lessee/Agent. No other prep work and/or watering will be allowed to be performed by Lessee/Agent.

Animal Welfare: Any and all animals on the BCJFRA premises must be attended to and cared for in a humane manner. Any animal that becomes injured during an event must be removed from the BCJFRA premises by the end of the day. All animals must be fed, watered and cared for properly. Any individual or Lessee/Agents that does not comply with the animal welfare policy will be removed from the premises immediately. There are to be no animals (including but not limited to horses and/or cattle) left on the BCJFRA premises overnight unless event is scheduled and paid for more than one day.

Alcohol: Because this arena is intended for use primarily by youth, there is to be **NO ALCOHOL** at any time on the grounds. Failure to comply will result in loss of further arena rental privileges.

Vendors: There is to be no food or beverage sales on the grounds except for the BCJFRA cook shack, unless prior arrangements have been made with and approved by the BCJFRA Board. All other vendors must contact the BCJFRA Board and have approval prior to the event.

Liabilities

The Lessee/Agent of the Benton City Arena from the Benton County Jr Fair & Rodeo Association recognizes the fact the whenever "horse/livestock use" is involved in activities there is potential for accidents. The Lessee/Agent recognizes that an accident could cause injury to stock, riders and/or spectators. Liability insurance in the amount of \$1,000,000 minimum is required and is the responsibility of the Lessee/Agent to obtain.

A Certificate of Insurance listing BCJFRA as an additional insured must be presented to the BCJFRA 30 days prior to the event. This must be done by mail to the address listed above and postmarked no later than 30 days prior to the event. Failure to provide proof of insurance will result in forfeit of deposit and/or reserved dated of the event will be cancelled.

The Lessee/Agents hereby releases the BCJFRA Officers, Directors and Members from any claim, demand, lawsuit, action or cause of action which may occur. This would include any illness, injury or accident incurred or suffered by any livestock or individuals while participating or spectating at the BCJFRA facility. The Lessee/Agents further agree to have each participant sign a release provided by BCJFRA holding the BCJFRA harmless for any injury or accident.

All individuals or organizations must understand that BCJFRA events have priority over all arena events. If two individuals or organizations request the arena for the same day, the first one with an approved event contract and paid deposit will be given the arena/facility rental. Livestock pens that are on the grounds are not for use by the participants for the events. Pens are only for the Lessee/Agents use for livestock needed for the events. Any other use of the pens, including by participants, is not permitted and the pen are will be locked outside of event times.

Absolutely no BCJFRA equipment or property is to leave the Benton City Arena/Facility or be used by Lessee/Agents without permission from the BCJFRA Officers or Directors. Failure to comply will result in loss of further arena privileges

Authorized Lessee/Agent: _____

Lessee/Agent Signature: _____ Date: _____

Authorized BCJFRA Agent: _____

BCJFRA Agent Signature: _____ Date: _____