

# Draper City Parks and Recreation

## Andy Ballard Arena Rental Agreement

Fee	\$	_____
Deposit	\$	_____
Total	\$	_____
Receipt #		_____
Refund Date		_____
Receipt #		_____

0444-00 5700 04-14

Name of PERSON making reservation: \_\_\_\_\_

Agency/Business with: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_ Email address: \_\_\_\_\_

Type of Event/Purpose: \_\_\_\_\_

Date range of rental: \_\_\_\_\_ Estimate # attending: \_\_\_\_\_

Days of use within range: \_\_\_\_\_ Times (begin/end) on day(s) rented: \_\_\_\_\_

Total # of Days rented: \_\_\_\_\_ Total # of hours rented: \_\_\_\_\_

Arena/ Facility/Bleachers/Parking Lots       Upper Parking Lot Only       Arena Kitchen

### **FEE SCHEDULE:**

**Arena – Day Show (events not charging admission): \$200 per day plus \$100 refundable security deposit**

**Arena – Day Show (events charging admission): \$300 per day plus \$100 refundable security deposit**

**Arena – ALL Draper City Residents Youth/Adult Equestrian Groups (less than 4 hours): *No Charge***

**Arena – Non-Draper City Residents Youth/Adult Equestrian Groups (less than 4 hours): \$20 per hour**

**Daily Charge for use of Arena Lights: \$15 per day**

**Upper Parking Lot Only: \$50 per day**

**Arena Kitchen** (Includes room only. Appliances including ice machine, refrigerator, deep fryer, griddle, etc. are NOT included and are NOT available for use.): **\$100 per day**

***Credit card payments will be refunded to credit card and cash or check payments refunded by mailed check.***

### **RULES AND REGULATIONS**

**Reservations must be made in person:** No mail-in or telephone reservations will be accepted. Reservations may be made during the current calendar year only starting January 1st of that year. Fees must be paid in full including the deposit at time of reservation. Reservations are for the specified time and date indicated only.

**Hours:** All City Facilities close at 10:00 p.m. Arena hours are from 9:00 a.m. to 10:00 p.m.

**Refunds:** A \$10.00 bookkeeping fee will be charged on all cancellations made at least 45 calendar days prior to reservation date, no exceptions. No refund of reservation fee will be given for any cancellations made less than 45 calendar days prior to reservation date, no exceptions. Cleaning deposit will be refunded on all cancellations. **No refunds will be given for inclement weather.**

**Supervision:** User shall provide adequate supervision of all participants, invitee's, employees, and users of the Equestrian Center and shall comply with all provisions in this Agreement. When deemed appropriate, such as use of the Facility by minors, User shall designate additional responsible adults to act as supervisors.

**Waivers:** User hereby agrees to require all persons who will use the Facility under User's supervision to sign a waiver of liability. User further agrees that in the event User fails to procure a waiver from any person using the Facility under its supervision, it will indemnify and hold the City and its agents, employees, and representatives harmless from any and all claims for damages, injuries, loss or expenses, including attorney's fees, which may be brought against the City as a result of any injury or damage of whatsoever kind or nature to said person.

**Compliance with Regulations:** User shall obey all directions and instructions from authorized City authorities and representatives and shall comply with all applicable rules and regulations of the City regarding use of the Facility, including any animal control laws, business license regulations, and other City codes relating to the use of Draper City facilities.

**Damage:** User shall use the facilities in a safe, prudent, and responsible manner and only for its usual and intended purposes. User shall be liable for any damage, other than ordinary wear and tear, resulting to the Equestrian Center caused either by the User or the persons he or she is responsible for supervising.

**Cleanup:** User shall leave the Arena and its facilities in a clean and orderly condition. All trash shall and other waste shall be disposed of properly and all equipment shall be returned to its designated location. Failure to properly clean the Equestrian Center and its facilities after use will result in a forfeiture of cleaning deposit and the perpetual suspension of reservation privileges in the future.

**Cleaning Deposit:** The Arena and its facilities will be inspected immediately following your reservation and the refund process will begin the following week. The refund may take up to 10 days to be processed. You will also be responsible for additional fees if damages are incurred at the Arena and its facilities.

#### **General Prohibitions**

No Smoking or alcohol allowed in the Equestrian Center or its facilities.

No gambling, fighting, quarreling, or use of profane language permitted.

No bounce houses or other blow ups, water slides, dunk tanks, mechanical bulls, etc. are permitted.

No improper use of facilities permitted.

No soliciting or sale of merchandise, raffle tickets, or any services prohibited in the Equestrian Center.

No vehicles are allowed to drive or park on the grass or enter any area other than the parking lot.

All City and State laws must be followed.

**Permit Requirements:** Additional permits may be required. All permits must be with a responsible person at the facility during the reserved activity.

**No Sponsorship:** Unless otherwise agreed in writing, User shall not represent or imply that the City in any way sponsors, supports or endorses the activities for which the Equestrian Center is to be used.

**Assignment:** Any amendment, modification, termination, or recession affecting this Agreement shall be made in writing, signed by the parties, and attached hereto. User shall not assign or transfer any rights under this Agreement without the prior written consent of the City first obtained.

**Default:** In the event User defaults in any of the covenants contained herein, the City may retain the full amount of any deposit to be applied toward damages caused by User and/or cancel User's right to use the Equestrian Center. The City may take any appropriate legal action necessary to remedy default by User. The City reserves the right to cancel User's right to use the Equestrian Center at any time when deemed necessary to protect the best interests of the City. In the event of legal action, the defaulting party shall pay all costs and expenses, including reasonable attorney fees incurred by the other party in enforcing its rights hereunder, whether incurred through litigation or otherwise.

**Indemnity:** User agrees to assume all risks and to waive and release any and all claims it may have against the City and its officers, employees, agents, successors, assigns, and sureties, for any damage, injury, loss, or expense, including attorney's fees, either to User, any person using the facility under User's supervision, or their property, which may be incurred while using the Facility. User further agrees to hold harmless and indemnify the City and its officers, employees, agents, assigns, and sureties, for any damage, injury, loss, or expense, including attorney's fees, arising out of or by reason of User's use of the Equestrian Center.

**Entire Agreement:** This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter herein and supersedes all prior or contemporaneous agreements, promises, representatives or understandings which are not contained herein with respect thereto shall be of any force or effect.

**Severance:** The invalidity or unenforceability of any part of this Agreement shall not invalidate or affect the remainder, which shall continue to govern the relative rights and duties of the parties as though the invalid or unenforceable part were not a part hereof.

**Acceptance of Premises as Is:** User hereby affirms that it has had the opportunity to inspect the premises and accepts said premises for User's use in the current condition. The City assumes no liability of injury to, or damage to property of persons using the Equestrian Center, its facilities, riding arena, seating bleachers, or equipment of the City pursuant to this Agreement.

**Authorized Signature:** I represent that I am authorized to represent the above named organization and that my signature is binding upon the organization.

**Contact:** Questions call 801-576-6570 for the Recreation Department before 5:00 p.m. on weekdays (Monday-Friday). After hours (after 5:00 p.m. on weekdays or on weekends), call **801-831-7194** for the Parks Department on-call staff. For emergencies, call Draper City Police dispatch @ 801-840-4000.

\_\_\_\_\_ **(initial here)** I have read, understand, and agree to all the rules and policies of this agreement:

Signature of Renter: \_\_\_\_\_ Date: \_\_\_\_\_

Draper City Representative: \_\_\_\_\_ Date: \_\_\_\_\_