

**2018 AGREEMENT FOR RENTAL OF PREMISES OF THE HOLLIS EQUESTRIAN PARK
BY A VISITING HORSE SHOW**

WHEREAS, the parties, HOLLIS EQUESTRIAN PARK hereafter referred to as the "PARK", and _____, hereafter referred to as "SHOW", are desirous of entering into a contract for the use of the Park's premises by Show on _____, 2018.

THEREFORE, in consideration of the mutual premises and covenants set forth herein, the parties agree as follows:

To Request a Show Date with PARK:

- ❖ Requests for dates must be accompanied by the full Park rental fee of \$150.00 (one hundred fifty dollars) per date requested, a completed and signed contract and the required certificate of insurance at least 30 days prior to the event.
- ❖ **Event dates will not be confirmed without receipt of the rental fee, contract and certificate of insurance.**
- ❖ If the requested date is not available, or if the show cancels more than 90 days prior to the event, the fee will be returned. If the date is approved, but is later canceled by SHOW less than 90 days prior to the date, no refund will be made. If the SHOW wishes to change their date and the new date is available, the fee will be applied to the new date. Date changes must be made at least 30 days prior to the original show date.

Rent and Fees:

- ❖ PARK shall rent its premises to SHOW for a fee of ONE HUNDRED FIFTY (\$150.00) DOLLARS per day.
- ❖ Rental of the Outside Jump Course will require an additional \$100 to cover the cost of mowing.
- ❖ Overnight Parking/camping: Fee: \$20 flat fee per night with proof of insurance for additional day.

Payment should be sent to:

HOLLIS EQUESTRIAN PARK c/o Bea MacDonald 275 Mansion Rd, Hollis Center, Maine 04042.

Premises and Services Included in Rent:

- ❖ The rent shall include use of the horse show ring, warm-up ring, restrooms, the show secretary's office, announcer's booth with full sound system, and parking areas.
- ❖ Set up time: 5:00 PM the day before your event. Earlier with Park permission. Permission to camp overnight or set up the evening before an event **does not convey exclusive use of the park. Members are allowed to use any and all facilities at the park on non-booked days.**
- ❖ Rental of the Outside Jump Course will require an additional \$100 to defray the cost of mowing.
- ❖ PARK will contact the SHOW before the event to confirm and instruct on access to the park for the event.
- ❖ PARK will provide toilet tissue, hand sanitizer and trash bags.
- ❖ Park Rental does NOT include trash removal - please remove all trash from barrels at the end of the show day.
- ❖ Park Rental does not include watering the ring in dry weather conditions.

Show Requirements:

- ❖ The SHOW is responsible for trash removal, removal of manure around buildings and return of all equipment to original location. Please note there will be a \$25 fee charged if PARK is required to clean up after a show.
- ❖ Damaged equipment will be billed to SHOW according to cost of repair.
- ❖ **Paper towels are NOT to be used in the lavatories due to problems with people plugging up the toilets with them.**
- ❖ **If the toilets are found to be plugged with paper towels provided by the SHOW, the SHOW will be charged for any plumbing services required to return the toilets to working condition.**

Insurance:

- ❖ **A Certificate of Insurance must accompany your booking contract in order for your date to be reserved.**
- ❖ All insurance certificates are to be mailed to Hollis Equestrian Park c/o Bea MacDonald 275 Mansion Rd, Hollis Center, Maine 04042. Any questions contact Bea at bmacdonald17@roadrunner.com or 207-772-3779. SHOW must demonstrate proof of public liability and property damage coverage.
- ❖ The minimum amount of the aforesaid coverage must be a combined single limit of ONE MILLION (\$1,000,000.00) DOLLARS per occurrence and must include spectator and athletic participant liability coverage, which must be indicated on the Certificate. (Exclusion of Horse Show Participants is not acceptable.)
- ❖ SHOW shall direct the insurance carrier to name the FRIENDS OF THE HOLLIS EQUESTRIAN PARK and the TOWN OF HOLLIS c/o Bea MacDonald 275 Mansion Rd, Hollis Center, Maine 04042, as an additional insured for the duration of the show. The proof of this additional insured status must be in writing from the SHOW'S broker or directly from SHOW'S insurance carrier, and a copy of same shall be provided to PARK.
- ❖ If a master policy is to be used and if the one million dollar liability is not provided under the master policy, SHOW will be advised and must seek and provide separate coverage.
- ❖ SHOW must provide proof of product liability insurance for all food vendors to be permitted on premises during the show. If SHOW volunteers provide food for sale, SHOW must provide proof of product liability insurance.
- ❖ The PARK may request further insurance information and verification in order to clarify the nature and extent of coverage obtained by SHOW.
- ❖ No activities of any kind will be permitted on PARK premises unless proper and adequate insurance has been obtained by SHOW.

Hold Harmless and Indemnification:

SHOW agrees to indemnify PARK and release the PARK from all liability, hold them harmless for any and all claims, loss, liability, or expense incurred or monies which they may become obligated to pay as a result of any accident to any person or damage to property which may occur while SHOW is using the premises of PARK. The agreement to indemnify and hold PARK and the TOWN OF HOLLIS harmless shall be in addition to the requirements for insurance coverage set forth in Paragraph (4) above.

The following language must be present on all entry forms signed by participants/entrants of the SHOW:

WARNING

Under Maine law, an equine professional has limited liability for an injury or death resulting from the inherent risks of equine activities.

All users of the Hollis Equestrian Park understand that the Friends of the Hollis Equestrian Park and the Town of Hollis are to be released from all liability and held harmless for all events and issues resulting from or associated with the use of the Hollis Equestrian Park. These events or issues include, but are not limited to, the cost of loss, damage, accidents or legal expenses.

Construction of this Agreement - The waiver of any term of this agreement by PARK shall not be deemed a waiver of any other term. In the event that any term of this agreement is found to be invalid, the remainder of the Agreement shall remain in full force and effect. This agreement may not be assigned by SHOW except with the written permission of PARK. This agreement is subject to, and shall be constructed in accordance with, the laws governing the State Maine. In the event of a dispute, the parties agree that the courts of the State of Maine shall have exclusive jurisdiction in the interpretation and/or enforcement of this Agreement. A copy of this agreement shall have the same force and effect as the original. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ Day of _____, 2018.

HOLLIS EQUESTRIAN PARK (PARK) BY: _____

(Print name and title) Dated: _____

(SHOW) BY: _____
(Print name and title)

Dated: _____

PLEASE PROVIDE:

Contact person for potential exhibitors:

Name: _____

Address: _____

Phone Number: _____

Name of person handling your insurance - Refer to Section 4 of the contract

Name: _____

Address: _____

Phone Number: _____

Please check appropriate boxes:

Food Served:

Yes _____ No _____

Overnight Camping:

Yes _____ No _____