

- 2021 EVENT CONTRACT –

CONTRACT MUST BE COMPLETED AND RENEWED AT THE OFFICE EACH CALENDAR YEAR

Bowman County All Seasons Arena

*PO Box 1143 - 13 1/2 East Divide
Bowman ND 58623
701-523-5880 – 1-866-752-2691*

Thank you for your reservation of the **Bowman County All Seasons Arena**. The following information will help you with any questions of concerns you might have about the facility:

Renter:

Name: _____ Phone: _____

Organization/Event Title: _____

Date of Event (if hosting an event) : _____

Email: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

1. The rental facilities and prices for activities are as follows. Please mark all facilities requested for use:

The arena dimensions are 250' x 120'
The total building is 280' x 150'

Warm-Up arena dimensions are 60'x90'
Maximum seating capacity is 1200

- a. Riding in the Arena: (Does not include South Addition, kitchen, or sound system)
 - 1 –5 people = \$25 per hour
 - 6-20 people = \$35 per hour
 - 21 people or more = \$40 per hour
- b. Arena Rental for Educational/Non-Profit Events = \$10 per hour (school or non-profit organization - must be approved by committee, first 5 hours at \$10/hour rate, additional hours @ applicable \$25/hr, \$35/hr, \$40/h rates above)
- c. Hourly Rent = \$50 per hour (Includes: South Addition, Kitchen, & Sound System) ONLY access to hours rented. No additional setup.

*** Event rental will take priority over hour-by-hour reservations.**

Planned Activity: _____

- d. Full Day Arena Rental = \$600 – Full day rentals will receive the Arena the day before beginning at 3:00 PM to set up, if needed. **There is a \$250 deposit required for each full day of rental.**

Planned Activity: _____

- e. Spectator Event Rental = \$750 – Any event that charges a fee at the door will be considered a Spectator Event. Full day rentals will receive the Arena the day before beginning at 3:00 PM to set up, if needed. **There is a \$250 deposit required for full day spectator event rental.**

Planned Activity: _____

- f. Tractor fee - \$50.00 for use of tractor. Operator must be pre-approved by the All Seasons Arena Board of Directors.

Operator: _____

Tractor Fee for Barrel Races will be \$50/day.

- g. All stall rentals will be booked through the All Seasons Committee. Please notify us of how many you foresee needing. Stall rental will be opened 1 month prior to event.

- h. South Addition (60x90) = \$20/HR or \$150/Full day

- i. Grounds Fee (Any event that lasts beyond one day) = \$100

- j. If needing arrangements other than standard setup of the arena prior arrangements and approval must be made at time of contract being signed. Additional fees may apply.

- k. No Dogs allowed

2. Payment Policy:

- a. Full day rentals will be required to provide a \$250 deposit/day.

- i. **Deposit must be submitted within 48 hours of booking the event to secure the date**
- ii. Deposit will be held until all contractual agreements are met and upon the approval of the All Seasons Committee

- b. A copy of this agreement (included) must be signed and returned to the address listed above together with your deposit.

- c. Balance due before keys may be picked up. If you are unable to bring your payment to the office downtown, your cash or check may be placed in the drop box just inside the All Seasons Arena ticket office. Be sure to put your payments into the envelopes that are provided and fill out the information on the outside of the envelope so we are able to credit you for the correct day and time of your rental.

- d. **Renters are responsible for carrying insurance. Proof of Liability Insurance must be turned in prior to event at offices, including coverage for ATV, side-by-side, 4-wheeler use during the rental period.**

- e. Any damages to the building or its contents are the responsibility of the renter.

3. Kitchen Facilities: RENTED “AS IS”

- a. If kitchen area is used it must be cleaned before vacating building.
- b. All lights, appliances, rags, garbage and fridge/freezers must be cleaned.
- c. Kitchen Checklist located on the clipboard on the kitchen counter must be completed and returned to the office with the key, or a \$50 fee will be assessed.

4. All personal items must be removed, lights shut off, thermostat returned to marked temperature, and doors locked when the building is vacated. All further cleaning will be handled by the Bowman County All Seasons Arena. For events: all garbage must be picked up in the bleachers, on the cement and in the bathrooms. All trash must be hauled to the dumpsters.

5. The sound system is available upon request.
6. No hay, straw bales, wood chips, etc. **\$50.00 Fine**. No exceptions other than woodchips in the roping alley but must be cleaned up.
7. No horses or animals may be left in the arena overnight. **\$50.00 Fine**.
8. Arena must be returned to original condition following the event-completely level and free of ridges or holes, ground worked by midnight Sunday. If a delay is foreseen, event holder must contact All Seasons Arena representative. Renter pays 100% of ground recovery.
9. No gas or oil allowed in cemented or bleacher area of All Seasons Arena
10. You can *pick up and return the keys* at Bowman Area Chamber of Commerce / Bowman County Development Corporation Offices between the hours of 8:00 am and 5:00 pm Monday through Friday, closed on holidays.
11. All manure left by animals must be pick up – leaving manure or other garbage in the arena will result in a \$50+ fine for renter – NO EXCEPTIONS.

In addition to the above statements, renter please initial the following stipulations:

Initial

1. I understand that all manure left by animals must be picked up. Leaving manure or other garbage in the arena will result in a \$50+ fine - NO EXCEPTIONS. _____
2. I understand if any animals associated with a booked event are penned outside, renter is responsible for ensuring that all manure has been cleaned up upon completion of event. \$100 fine will be issued to event holder if areas are not cleaned. _____
3. Any damages to the building or its contents are the responsibility of the renter. _____
4. **CANCELLATION POLICY: The office must be notified at least 24 hours in advance of any cancellations of advance rental bookings. This policy will be strictly enforced; the arena bookings are tight and if you aren't able to use your rental hours, someone else may very likely be waiting for that time slot. If you fail to notify the office, you will be billed for your hours whether or not you use them. Call 701-523-5880; we accept cancellation messages after business hours as long as they are made 24 hours in advance.** _____
5. **Entire facility is rented "AS IS" unless committee is notified or made aware of any issues or concerns related to the facility prior to event.** _____
6. No alcohol allowed in the facility without proper licensing &/or permitting, hired security present, and permission from the Fair board. Enforcement is the producer's responsibility. _____

If you have any further questions or requests, please call the Bowman County Development/Chamber of Commerce office at 701-523-5880.

Thank you for taking care of this facility while renting it.

Sincerely,

Bowman County Fair Association and All Seasons Arena

I have read this agreement and hereby agree to all of the terms and conditions listed herein. I agree to pay a deposit in the amount of \$_____ for a full day's use, included with this agreement, and to pay the balance of \$_____ which is due before the keys may be picked up.

Deposit: _____

Total Rental Amount: _____

WAIVER, RELEASE & INDEMNIFICATION

Read this form carefully and be aware that you will be waiving, releasing, and indemnifying the Bowman County Fair Association, All Seasons Arena and their Board of Directors for any damage to the facility or liability incurred as a result of its use.

I am fully aware of and understand that damage may occur to the facility and liability may be imputed to me from use of the facility.

On behalf of myself and/or the participants represented in this contract, I hereby:

1. agree to assume all risk of damage to the facility as a consequence of its use;
2. waive, release and discharge All Seasons Arena, its agencies, officers, employees, and volunteers from any and all liability they may incur resulting from the use of the facility;
3. indemnify, save, and hold harmless All Seasons Arena, its agencies, officers, employees and volunteers from any and all claims of any nature, including costs, expenses, and attorneys' fees which may in any manner result from the use of the facility.
4. All minors must be accompanied by an adult 18 years and older and assume liability for all riders, participants, and spectators.

This waiver, release and indemnification shall be construed broadly to provide a waiver, release, and indemnity to the maximum extent permissible under applicable law.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE AGREEMENT SPECIFYING MY WIAVER, RELEASE, AND INDEMNIFICATION OF ALL CLAIMS.

Name (Please Print) _____

Signature _____

Date _____