

- 2024 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 using the **Bowman County All Seasons Arena**. The following information will help you with any questions of concerns you might have about the facility:

Name: _____ Phone: _____

Email: _____

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

1. RENTAL

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)

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

Liability Insurance:

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

Liability Insurance – Submitted _____ / _____ / _____

2. PAYMENT POLICY _____ Initial

- **Make all checks payable to: All Seasons Arena**
- A copy of this agreement must be signed and returned to the address listed.
- Please pay your balance before the end of rented time slot. 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.

3. CANCELLATION POLICY _____ Initial

The office must be notified at least 24 hours in advance of any cancellations. This policy will be strictly enforced; the arena bookings are tight, and if you aren't able to use your rental hours, someone else is 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.

4. FACILITY _____ Initial

- Entire facility is rented "AS IS" unless committee is notified or made aware of any issues or concerns related to the facility at the time of rental.
- **No dogs allowed.**
- Any damages to the building or its contents are the responsibility of the renter.
- All personal items must be removed, lights shut off when the building is vacated. All further cleaning will be handled by the Bowman County All Seasons Arena.
- No horses or animals may be left in the arena overnight. **\$50.00 Fine.**
- Arena must be returned to original condition.
- No gas or oil allowed in cemented or bleacher area of All Seasons Arena
- No alcohol allowed in the facility without proper licensing &/or permitting, hired security present, and permission from the Fair board. Enforcement is the renter's responsibility.

5. GROUNDS _____ Initial

- No hay, straw bales, wood chips, etc. in arena **\$50.00 Fine.** No exceptions other than woodchips in the roping alley but must be cleaned up.
- 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.**
- You are responsible for making sure the outdoor stalls have been cleaned if they have been utilized. Please rake all waste to the middle of the aisle outside the pen.

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

I have read this agreement and hereby agree to all of the terms and conditions listed herein. I agree to pay the entire balance due according to the number of hours rented and rates included in this agreement.

Renter Signature

Date

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 _____