# **EVENT CONTRACT**

# Bowman County All Seasons Arena

Arena Location: 12 US HWY 12 Office Location: 13 E Divide | PO Box 1143 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:

Name:	P	hone:	
Organization/Event Title:			
Date(s)/Time(s) of Event:			
Date(s)/Hour(s) of Rental:			
Email:			
Mailing Address:			
Ticket Prices (If any):			
Website:			
Open to the public: Yes No			
Event Description			

#### 1. RENTAL

The arena is 250' x 120' The total building is 280' x 150' Warm-Up Arena (South Addition) is 60'x90' Maximum seating capacity is 1,200

#### 

Includes: Kitchen, South Addition, & Sound System

- Full day rentals will receive the Arena the day before beginning at 5:00 PM to set up, if needed.
- Setup time before 5:00 pm will be charged an additional fee of \$50/hr.

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Full Day Rental	\$700	X # of days	\$
Early Setup	\$50/hour	X # of hours	\$
Grounds Fee (events over 1 day)	\$100	Flat fee	\$
Tractor Fee (Non-barrel events)	\$50	Flat fee	\$
Tractor Fee (barrel events)	\$50/day	# of days	\$
Wifi	\$50	Flat fee	\$
Stalls Needed	See contract	Approx. # needed	-
Camping Needed	See contract	Approx. # needed	-
Sound System Needed		Yes / No	
Outdoor Concession/Vendor Electrical Fee	\$50/vendor/day	# spots/days needed	
		TOTAL	\$
Deposit Due	\$250/day	# of days	\$
		Final Due	\$

### b. Hourly Rental | \$75/hour

Includes: South Addition, Kitchen, & Sound System

- Hourly rentals will ONLY have access to hours rented.
- No additional setup time day prior to event unless hours are rented and paid for.

 $\checkmark$ 

Hourly Rental	\$75/hour	X # of hours	\$
Grounds Fee (events over 1 day)	\$100	Flat fee	\$
Tractor Fee (Non-barrel events)	\$50	Flat fee	\$
Tractor Fee (barrel events)	\$50/day	# of days	\$
Wifi	\$50	Flat fee	\$
Stalls Needed	See contract	Approx. # needed	-
Camping Needed	See contract	Approx. # needed	-
Sound System Needed		Yes / No	-
		TOTAL	\$
Deposit Due	\$250		\$
		Final Due	\$

C	Arena	Rental fo	r Educati	onal/Non	_Profit	Events	\$10/hour
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Includes: South Addition, Kitchen, & Sound System

- School or non-profit organization must be approved by committee,
- First 5 hours at \$10/hour rate. Additional hours at applicable \$25/hr, \$35/hr, \$40/hr rates according to daily use contract.



Hourly Rental (first 5 hours)	\$10/hour	X # of hours	\$
Hourly Rental (6+ hours)			
1 – 5 People	\$25/hour	X # of hours	\$
6 – 20 People	\$35/hour	X # of hours	\$
21 + People	\$40/hour	X # of hours	\$
Grounds Fee (events over 1 day)	\$100	Flat fee	\$
Tractor Fee (Non-barrel events)	\$50	Flat fee	\$
Tractor Fee (barrel events)	\$50/day	# of days	
Wifi	\$50	Flat fee	
Stalls Needed	See contract	Approx. # needed	
Camping Needed	See contract	Approx. # needed	
Sound System Needed		Yes / No	
		TOTAL	\$
	4050		
Deposit Due	\$250		\$
		Final Due	\$

# d. $\square$ South Addition Arena Rental Only

Includes: South Addition

Hourly Rental	\$20/hour	X # of hours	\$
Full Day Rental	\$150/day	X # of days	\$
		Total	\$
		Final Due	\$

## **Liability Insurance:**

All 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.
Liability Insurance – Submitted /

#### 2. PAYMENT POLICY

- Full-day rentals will be required to provide a \$250 deposit/day.
  - o Deposit must be submitted within 48 hours of booking the event to secure the date
- A copy of this agreement must be signed and returned to the address listed above together with your deposit.
- 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.

#### 3. CANCELLATION POLICY

The office must be notified of cancellation of the event at least 30 days prior to the event's start date. This policy will be strictly enforced. If you fail to notify the office, no refunds will be issued, and you will be billed for your event whether or not it was held. Call 701-523-5880, cancellation messages after business hours are accepted as long as they are made 30 days in advance.

#### 4. STALLS

- 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 on rodeoticket.com. Please be sure to fill in the amount of stalls you will need for your event in the rental section of this contract. Please note, under certain circumstances, rodeoticket.com will not be available and that will be communicated to the renter.
- No building of pens allowed.
- It is the responsibility of the renter to announce outdoor stall renters have cleaned rented stalls. Stall renters must rake all waste to the middle of the aisle outside the pen. Please do not leave manure piled inside the pens.

### 5. FACILITY

- 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.
- Any damages to the building or its contents are the responsibility of the renter.
- 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.
- The sound system is available upon request.
- No dogs allowed.
- No alcohol allowed in the facility without proper licensing and/or permitting, hired security present, and permission from the Bowman County Fair Association Board. Enforcement is the producer's responsibility.
- Kitchen Facilities:
  - o Kitchen is <u>NOT</u> stocked. You will need to bring serving utensils and other supplies.
  - o If kitchen area is used it must be cleaned before vacating building.
    - Kitchen Checklist located on the clipboard on the kitchen counter must be completed and returned to the office with the key, or a \$50.00 fine will be assessed.
  - O All lights, appliances, rags, garbage, and fridge/freezers must be cleaned.
- 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.

- All garbage must be picked up in the bleachers, on the cement, and in the bathrooms. All trash must be hauled to the dumpsters.
- No gas or oil allowed in cemented or bleacher area of All Seasons Arena.
- Renters may sell their own concessions and box tickets. All proceeds from these sales are those of the renters.

#### 6. GROUNDS

- No hay, straw bales, wood chips, etc. in the All Seasons Areana building. **\$50.00 Fine**. No exceptions other than woodchips in the roping alley but must be cleaned up.
- No horses or animals may be left in the arena overnight. \$50.00 Fine.
- 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.
- All manure left by animals must be picked up. Leaving manure or other garbage in the arena will result in a \$100.00+ Fine for renter of the facility NO EXCEPTIONS.

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

### 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 waiver, release, and indemnification of all claims. By signing I agree to all terms and conditions of this contract. If I should breach the agreements of this contract, any and all related charges will be charged to the card I have submitted to have on file.

Name (Please Print)		
Signature	Date	
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