

Revised 4/20/06 DRAFT
CARLIN EQUESTRIAN PARK EVENT LEASE AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2006, by and between _____ Lessee (hereinafter referred to as "Lessee") and THE CARLIN EQUESTRIAN PARK COMMITTEE, Owner and Licensor (hereinafter referred to as the "City").

1. PURPOSE AND TERM. Lessee is hereby given from _____ to _____ day(s) only, the privilege and license to use the Carlin Equestrian Park Area located at 2001 Carlin Trend Drive, Carlin, Nevada to conduct and operate an event subject to the conditions contained herein, which premises are hereinafter referred to as Carlin Equestrian Park. The Lessee shall manage such activity and be directly responsible to the Carlin Equestrian Park Committee of the City or his designee.

2. USE OF THE CARLIN EQUESTRIAN PARK

A. No one under the age of 18 years old will be allowed to lease in part of the Carlin Equestrian Park unless supervised by an adult. This shall include the announcer's booth.

B. A City representative will accompany the Lessee to the Carlin Equestrian Park to perform a visual walk-through or inspection of all equipment to be used for the function or activity. This will be done to review any additional training necessary for the operation of any of the equipment located at the facility.

C. The Carlin Equestrian Park will be unlocked at least one (1) hour prior to the scheduled event or at a time agreeable between the City representative and the Lessee.

D. Within 24 hours after the function is officially over, a City representative will accompany the Lessee to perform a post use inspection. Any Damaged equipment or uncleanliness will be noted and the Lessee will be charged the going rate for replacement of equipment and or cleaning.

E. Lessee must provide a cellular phone (in working order) for emergencies.

F. The Carlin Equestrian Park Committee will have priority of the Carlin Equestrian Park Area during their regular or extended season.

G. The Carlin Equestrian Park Committee reserves the right to hold concessions at any event and to sell beer and non-alcoholic beverages or refreshments of any kind.

H. Lessee shall report to the City or designee, any abusive conduct or behavior by club, organization, or individual using the equestrian park.

3. **PAYMENTS** Lessee shall pay the City of Carlin for the use of said facility or area the amount determined by Exhibit A - Carlin Equestrian park Rental Rates. All checks shall be payable to the Carlin Equestrian park.

4. **CARE OF PREMISES.** Lessee will keep all stands, fixtures, and equipment in a clean sanitary and orderly condition at all times and conduct the event in accordance with all federal, state, and local rules, regulations, statutes and ordinances.

5. **FIXTURES**

The Lessee shall not install any additional fixtures, mobile units or any other equipment in connection with the event covered by this agreement without the express consent of the Carlin Equestrian Park Superintendent or his designee. Lessee shall be responsible for all repairs and cleaning.

6. **JANITORIAL SERVICES.** The City shall provide trash removal on a daily basis. Lessee, at its own expense, shall keep all areas used by it, including the common area utilized by the lessee and the area used by the general public, in clean condition and open to inspection by authorized representatives of the City of Carlin at all times.

7. **NOT A CONTRACT FOR EMPLOYMENT OF LEASE.** It is understood and agreed that this contract is not a contract of employment, in the sense that the Lessee or the Lessee's employee are not employees of the Carlin Equestrian Park Committee or the City of Carlin. Lessee at all times shall be deemed to be an independent contractor. Lessee is not authorized to bind the Carlin Equestrian Park or the City of Carlin to any contracts or to other obligations. The City shall not be liable for acts of the Lessee or its assistant or employees in performing the duties described herein. Lessee agrees to produce proof of Liability Insurance prior to use of the Equestrian Park.

8. **DEFAULT OF CONCESSIONAIRE.** The City of Carlin shall have the right to terminate the agreement after fifteen (15) days written notice served on Lessee personally or by certified mail, in the event that default shall be made by Lessee of any of the covenants hereby agreed to or performed by Lessee, or if Lessee violates any of the ordinances of the City of Carlin, State of Nevada, or federal government, or for dishonesty, incompetence, negligence, inattention or irresponsibility. Further, default of the agreement shall occur if Lessee refuses to cooperate with the Parks Superintendent, his designees or any other authorized representative of the City of Carlin in Connection with the enforcement of the terms of this agreement. If after receiving written notice of default herein provided, Lessee cures all defaults or violations to the satisfaction of the Parks Superintendent, his designee or representative within fifteen (15) days, its default may be considered cured and this agreement shall remain in full force and effect until it is terminated. In the event the agreement is terminated after the fifteen (15) day default notice, it will be lawful for the City of Carlin to immediately thereafter remove all property from the premises owned by the Lessee.

9. **LIABILITY INSUREANCE.** Lessee shall save and hold harmless, defend and indemnify the City, its successors and assigns, from and against all loss or damage to

property, injury to or death of persons resulting in any manner whatsoever, directly or indirectly, by reason of the use or occupancy of the equestrian park for any purpose whatsoever by reason of the rights, licenses and privileges herein granted. In partial performance of obligation, Lessee shall file with the City Manger evidence of public liability insurance coverage satisfactory to the City insuring the liability of City, of the officers, agents and employees of the Lessee for any and all activities covered by the terms of this agreement in an amount not less than ONE HUNDRED MILLION DOLLARS (\$1,000,000.00) single limit liability for bodily injury, death or property damage. Said policy shall not be cancelled until the City has been notified in writing that the function or activity has been completed and the equestrian park is no longer needed. A certified true copy of the policy with endorsement must be furnished to the City at the date of execution of this agreement. The policy must include the following endorsements: "IT IS CONDITION OF THE POLICY THAT THE INSURANCE COMPANY MUST FURNISH WRITTEN NOTICE TOT EH CITY OF CARLIN FIVE (5) DAYS IN ADVANCE OF THE EFFECTIVE DATE OF ANY REDUCTION IN OR CANCELLATION OF THE POLICY" Such cancellation shall terminate the Lessee's agreement for the facility.

10. NOTICES. Any notice to Lessee herein may be serviced personally or by mail. Any notice given by Lessee to the City shall be deemed properly served upon the City if the same is delivered to the City Manger of the City of Carlin or deposited in the post office, postage prepaid, addressed to the City Manager.

11. ASSIGNMENT AND SUBLETTING PROHIBITED: TERMINATION BY DEATH . This agreement may not be assigned to any other person or persons, in whole or in part, nor shall any portion of the premises hereby licensed to Lessee be sublet in any manner whatsoever. This agreement shall terminate if, in the opinion of the City, the Lessee, by reason of incapacity or otherwise, is unable to perform its duties the period exceeding thirty (30) consecutive days.

12. ENTIRE AGREEMENT. This Agreement shall be deemed and construed as the entire agreement of the parties hereto and there are no prior or contemporaneous oral agreement between the parties which would or will alter the terms of this agreement in any particular whatsoever. Any subsequent amendment to this agreement shall be in writing.

13. WAIVER. A waiver must be obtained for each participant. If the participant is under the age of 18 a Parent or Guardian must sign and date the waiver. Waiver attached as Exhibit B – Carlin Equestrian Park Waiver and Release of Liability and Assumption of Risk Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

CARLIN EQUESTRIAN PARK COMMITTEE LESSEE:

BY: _____
CLIFF EKLUND, CHAIRMAN

BY: _____

EXHIBIT A

CARLIN EQUESTRIAN PARK RENTAL RATES

Outdoor Arena	\$150 per day or \$10.00 per hour with a two (2) hour minimum
Water	
Lighting	\$20.00 per hour
Generators	Lease cost plus 10% and Lessee provides fuel for Generator
Stalls	Not available at this time
Overnight	\$10.00
P. A. System	\$20.00 per day
Tractor and Operator	\$40.00 per hour

