

**Cedar Valley Riders
PO Box 521
Ashland, Mo. 65010**

RENTAL AGREEMENT

(Renter)

Organization/Group Name: _____

Address: _____ City: _____

State: _____ Zip: _____

First Contact

Responsible Party: _____ Date: _____

Address: _____ City: _____

State: _____ Zip: _____

Home Phone: _____ Work: _____ Cell: _____

Second Contact

Responsible Party: _____ Date: _____

Address: _____ City: _____

State: _____ Zip: _____

Home Phone: _____ Work: _____ Cell: _____

I am interested in renting the following: (Please check all that apply)

ARENA _____ \$150.00 per day

*** You must take care of all cleaning and remove all trash from the premises. ***

- This includes cleaning of all bathrooms, trash cans, crow's nest & office, concession stand (if used), and removing all trash from grounds.
- No stock may be fed in the arena. Members or non-members renting the arena will be responsible for the conditions of the arena.

P.A. SYSTEM /ANNOUCERS STAND/ARENA OFFICE _____ **Yes** _____ **No**

CONCESSION STAND _____ **Yes** _____ **No or Other** _____

- ***Do you want Cedar Valley Riders to have the cook-shack open during your event? *** We as Cedar Valley Riders run the cook-shack and keep all profits. ***
- Cedar Valley Riders retains the rights to operate all concessions. If the chooses to waive this right, Renter may arrange its own concessions or find another group, with Cedar Valley Riders prior knowledge and consent, to run the concessions. (4-H, Boy Scout, etc)

ELECTRICAL FEE _____ **\$25.00 per day per site**

- Do you have people that need to stay the night or come in early? We offer limited electrical hook-ups for (_____).
- Camping fees are \$25.00 per day per site and should be collected by the renting organization and submitted back to Cedar Valley Riders as a check.

Total Rental Fee's: \$_____ (Rental fees & deposit must be returned 60 days prior to event. Arena is not considered reserved until this form is returned and approved by CVR.)

Deposit (full deposit): \$_____ (Full damage deposit must be made to hold your rental date. In the event you cancel your rental agreement 30 days before your event, 100% of the full deposit made will be refunded.)

Balance: \$_____ Must be paid in full before rental date: _____

Date(s) of Event: _____ Name of Event: _____

Times {am &pm} Cedar Valley Rider Facilities will be used:

-
- GROUNDS RENTED AS IS NO ALTERATIONS**
 - RENTERS SHALL HAUL ALL GARBAGE AWAY AND DUMP IN ASHLAND OPTMISIT BUILDING DUMPSTERS LOCATED ADJACENT TO PROPERTY. ADDITIONAL CLEANUP COSTS INCURRED BY CEDAR VALLEY RIDERS SHALL BE DEDUCTED FROM THE DEPOSIT AND, IF APPLICABLE, EXCESS COSTS BILLED BACK TO THE RENTER.**

TERMS AND CONDITIONS

Cedar Valley Riders requires all money be paid in advance to the Cedar Valley Riders Chairperson in charge of rentals. Anyone renting the Cedar Valley Riders grounds, facilities, or equipment, are responsible for securing his or her own insurance in the following amounts: \$1,000,000 per occurrence and naming Cedar Valley Riders, Optimist Club of Ashland and Ashland Optimist Foundation as additional insureds. Arena will not be considered "reserved" until this form is returned with deposit & arena rental fee and approved by CVR. Arena should be reserved a minimum of 60 days in advance of event date. The Cedar Valley Rider's must receive renter's Insurance Certificate naming the above organizations and their respective officers, board of directors, agents, volunteers and members as "additional insureds" by no later than 30 days prior to event.

Cedar Valley Riders arena and grounds facilities are available for rental on a first come, first pay basis. Facilities can be reserved with a \$200.00 deposit fee along with a daily \$150.00 arena rental fee in order to rent the arena. In the event you cancel your rental agreement, 100% of the deposit fees paid will be refunded if canceled a minimum of 30 days before your event. If canceled in less than 30 days, Cedar Valley Riders shall retain 100% of the deposit fee as a cancellation fee but will refund your arena rental fee. Exceptions for non-refund would be in case of rain significant enough to prevent event, or an act of God. Please make a check or a cashier check payable to: Cedar Valley Riders.

Cedar Valley Riders, its officers, board of directors, agents, volunteers and members will not be held responsible for any loss, damage, or injury of any kind, which may incur to any horse, exhibitor, spectator, or guest, or for personal property of same. *Please remember you "enter and use these premises at your own risk"*. Renter and all of Renter's Participants are required to sign and submit separate liability waivers in the form attached hereto and incorporated herein as Exhibit 1 to this Agreement. Copies of all liability waivers shall be provided to Cedar Valley Riders at the conclusion of the event, with originals retained by Renter for five (5) years. To the extent claims, demands or litigation of any kind is asserted by Renter or a Participant against Cedar Valley Riders and/or any of the Released Parties, Renter agrees to fully indemnify Cedar Valley Riders for all costs and expenses, including reasonable attorney fees and costs, incurred in investigation and defense of same.

Rental of any Cedar Valley Riders facilities is subject to approval by its members. The club retains the right to refuse rental/use of the facility to anyone, and all rentals must be voted on and approved by the members at a membership meeting as described in the constitution and by-laws.

A Saddle Club or Optimist Club member must be present at the event. If the renting non-profit organization does not currently have a Cedar Valley Riders member in their organization, please submit a *Membership Application* 60 days in advance of your event. The membership application will be voted on at the next monthly Saddle Club meeting.

Disking of arena is not provided by the Saddle Club.

Damage deposits are refundable upon inspection and approval of facilities, arena, and equipment. Inspections will be done at the end of each day of your event and reported back to the undersigned representative(s). If there is no damage to grounds or arena, your deposit of \$200.00 will be sent by mail to the renter within 7 days after event. If damage occurs and the cost of repair is greater than the deposit, the renter is liable for the balance of the repairs needed, AND the renter is also liable for any court costs or attorney fees incurred to collect damages and any other fees the court deems appropriate.

RENTER'S LIABILITY WAIVER

Renter, its member(s) and event Participants (hereinafter collectively "Event Participants"), hereby acknowledge that use of the Cedar Valley Rider's Arena is totally at Event Participants' own risk, and expressly acknowledges and accepts the risk that injuries or personal property damage may occur. Event Participant(s) hereby agrees to release and hold harmless, and to further refrain from asserting claims, disputes or litigation of any kind against Cedar Valley Riders; Optimist Club of Ashland, Inc., the Ashland Optimist Foundation, and each respective organization's officers, directors, members, volunteers, affiliated organizations and others acting on its behalf (hereinafter referred to collectively as "the Released Parties"), for any claim or damages of any nature, which arises in any manner from use of the Arena and/or events arising under this Agreement, on or off-premises, including those instances arising from the alleged negligence of the Released Parties.

STATUTORY WARNING.

Renter has additionally been advised of and accepts those risks outlined in RSMo §537.325, which reads:

WARNING

Under Missouri law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to the Revised Statutes of Missouri. (L. 1994 S.B. 457)

DISPUTE RESOLUTION

As a condition precedent to use of this facility, Renter expressly consents to the submission of any dispute arising out of this Agreement to binding arbitration, said arbitration to be held before a neutral arbitrator mutually selected by the parties, with each party bearing its own costs.

Responsible Party's Signature Renter: _____

Responsible Party's Signature Renter: _____

Cedar Valley Riders Acceptance:

Club officer or Chairperson Signature: _____

Expiration ____/____/____

EXHIBIT 1

CEDAR VALLEY RIDERS / PARTICIPANT LIABILITY WAIVER
(Individual Signed Form Required for ALL Participants)

**PLEASE READ CAREFULLY BEFORE SIGNING:
SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS
ACTIVITY. THE EVENT ORGANIZER (RENTER) AND PREMISE OWNERS
CANNOT AND DO NOT GUARANTEE YOUR SAFETY.**

Event Sponsor / Renter: _____
Date of Facility Rental Agreement with Cedar Valley Riders: _____
Date of Event: _____
Event Address: _____
City, County, State: _____

Participant's Name: _____
Age: _____
Address: _____
Phone: _____

(If Participant is under the age of 18, please identify the name of BOTH parents and their emergency contact information below:

Name: _____ Emergency Phone: _____

Name: _____ Emergency Phone: _____

PARTICIPANT'S LIABILITY WAIVER

Participant hereby acknowledges that use of the Cedar Valley Rider's arena and facilities is totally at Participants' own risk, and expressly acknowledges and accepts the risk that injuries or personal property damage may occur. Participant hereby agrees to release and hold harmless, and to further refrain from asserting claims, disputes or litigation of any kind against Event Sponsor, or Cedar Valley Riders; Optimist Club of Ashland, Inc., the Ashland Optimist Foundation, and each respective organization's officers, directors, members, volunteers, affiliated organizations and others acting on its behalf (hereinafter referred to collectively as "the Released Parties"), for any claim or damages of any nature, which arises in any manner from use of the arena or grounds, or participating in any event or activity, on or off premises, arising in any manner under the Rental Agreement between Event Sponsor (Renter) and Cedar Valley Riders, said agreement incorporated by reference herein, including those instances arising from the alleged negligence of the Released Parties.

STATUTORY WARNING.

Participant has additionally been advised of and accepts those risks outlined in RSMo §537.325, which reads:

WARNING

Under Missouri law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to the Revised Statutes of Missouri. (L. 1994 S.B. 457)

☐ DISPUTE RESOLUTION

As a condition precedent to use of this facility and/or participating in this event, Participant expressly consents to the submission of any dispute arising out of this Agreement to binding arbitration, said arbitration to be held before a neutral arbitrator mutually selected by the parties, with each party bearing its own costs.

This Agreement contains the parties' consent to submit all disputes to binding arbitration.

Participant's Signature: _____

If Participant is a minor, signature of both parents required below:

Mother: _____ ***Date:*** _____
Father: _____ ***Date:*** _____