

**Horse Lover's Management Corporation
Reach 11 Recreation Area
Arizona Horse Lover's Park Facility Use Agreement**

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between **HORSE LOVER'S MANAGEMENT CORPORATION** hereinafter called "HLMC" and _____ hereinafter called "User". The Equestrian Program Coordinator, hereinafter called "Coordinator", will represent HLMC. This agreement is for the use of the Arizona Horse Lover's Park, 19224 North Tatum Boulevard, Phoenix, Arizona for the dates and times as listed below.

USER INFORMATION

Group Name: _____

Billing Address: _____

Contact Person & Telephone: _____

Email: _____

Alternate Contact Person & Telephone: _____

Email: _____

Group is:

For Profit

Non-Profit

*(attach copy of IRS
Determination Letter to
receive Non Profit rates)*

_____ Expected Attendance

Event is:

Equestrian Event

Horse Show

Gymkhana

Special Olympics

Roping

Pen/Sort

Other

Describe:

Non-Equestrian Event

If scheduling more than six events, attach a page with the following information.

| | | | | | | |
|---------------|--|--|--|--|--|--|
| Date of Event | | | | | | |
| Start Time | | | | | | |
| End Time | | | | | | |

Park access is 90 minutes before start of event and one hour after event. If you need additional time before or after please specify here (\$22 per hour fee applies)

Special set-up requirements?

Advertising plans?

"User" has reviewed all information on this page _____ (Initials)

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CONDITIONS OF USAGE

Security / Damage Deposit

A deposit in the amount of \$100.00 for non-profits and or \$200.00 for commercial usage is due 30 business days prior to the event. This money will not apply towards the rental, but will be refunded (4) weeks after the event, provided there is no damage and all conditions of "Clean-up Requirements" are met. If you have multiple events scheduled, only one security deposit is required and it will roll forward to the next event. Upon completion of the final event, the security deposit will be refunded within four (4) weeks.

Rental Fees

The User shall pay the appropriate 25% non-refundable arena rental fee to the HLMC a minimum of **60 business days prior to the scheduled usage**. The remainder of the rental fee is due the day of the event. Rental fees will be based upon the Current Fee Schedule (page 10.) All rental fees are subject to change.

HLMC Membership Program

Equestrian (rider or handler) users of Arizona Horse Lover's Park require a day pass or annual membership. The annual membership fee entitles entry to Arizona Horse Lover's Park for all event participation and during open arena hours. This is an insurance requirement. **Anyone riding or handling a horse must be a day or annual member - no exceptions.** The annual pass is from Jan 1 – Dec 31 of each calendar year.

Please direct your participants to the HLMC website **www.AZHorseLoversPark.org** and then click the "Membership Tab" to obtain a membership form. Checks should be made payable to HLMC and may be turned in and paid the day of the event. Please note: minors who participate must have a membership form signed by a parent or legal guardian. **If a minor is coming with a trainer and the parents will not be there until later, please be advised that the child cannot ride until we have the parent / guardian signature. The easiest remedy is to download the form from the website, fill it out, and bring the signed form to the park.**

Annual members will receive a membership card via mail. **Membership card must be shown when registering for all events at AZ Horse Lovers Park and for equestrian use during open arena hours.**

A list of HLMC members participating in events plus day pass forms and fees must be turned in at the completion of each event.

Information Requirements

The User will provide the Coordinator the specific details of the event, including but not limited to, expected attendance, setup requirements, entertainment plans, advertisement plans and scheduled activities. All information must be provided at the time fees are paid to secure the event date. Confirmation of the event is based on approval of HLMC staff, up to and including the HLMC board. The Coordinator must be notified in advance of any changes or additions to the event. These revisions require prior approval by the Coordinator.

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Cancellations

It is the User's responsibility to notify the Coordinator of a cancellation 60 business days prior to the scheduled event. If the User fails to meet this deadline, the 25% arena fee paid will be forfeited.

HLMC reserves the right to cancel reservations at anytime due to inclement weather and / or unsafe facility conditions to ensure safety and prevent damage to the facility. Neither HLMC nor its employees shall be liable to the User for any losses or damages that may result from such action.

Refunds

All refunds will take four (4) weeks to process.

- Security/damage deposit will be fully refunded assuming the facility is left clean and damage free and that the function did not exceed the times listed on the Facility Use Agreement.
- In cases of cancellation by the User, security/damage deposits are fully refundable. The 25% payment towards arena rental is non refundable within 60 days.
- In cases of weather cancellation by HLMC or User, security/damage deposits and / or rental refunds will be prorated based on the amount of rental time utilized. The User is responsible for clean up and any damages that occurred as a result of the event.

Assignability

The User shall not assign any use of the facilities or any area without written approval of the Coordinator. See Vendor Information (page 7.)

Insurance / Liability

See Certificate of Insurance Requirements (page 6.) HLMC reserves the right to determine the need for additional insurance based on the size and nature of the activity. **Failure to provide proof of the required insurance by the established deadline will result in cancellation of the event.**

Licenses

The User shall obtain and provide copies of all permits and licenses required by law, ordinance, HLMC and / or Parks and Recreation Department rules and regulations to the Coordinator.

Safety

It is the responsibility of each user group to familiarize themselves, exhibitors and employees with the safety features, emergency procedures and regulations of the facility. In addition the User is to ensure that exhibitors, employees, group members, participants, and spectators follow park regulations, rules, code of conduct and utilize the facility in a safe and appropriate manner. The User is also responsible for ensuring that the facilities remain accessible for emergency vehicles.

Signs/Decorations

All signs/decorations need Coordinator approval prior to installation. Nothing may be affixed to permanent structures. Signs/decorations must be removed by User after event.

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Alterations

The User will not be allowed to temporarily or permanently alter any part of the facility. Only articles designated by the Coordinator may be moved or utilized by the User.

Amplified Music

Amplified music will be allowed only with prior approval from the Coordinator. All music must be contained in the immediate area, and kept at a reasonable level as determined by the coordinator or designated staff. Amplification will be discontinued if User fails to maintain sound at or below established levels.

Staffing

HLMC staff will monitor all functions to ensure proper facility usage.

Parking

Parking is permitted in designated areas only. Vehicles/equipment may be parked on-site during posted park hours only unless prior approval is given by the Coordinator. Parking fees require prior approval of the Coordinator and / or HLMC Board.

Event traffic control within the park is the User's responsibility. The User is responsible for providing necessary equipment and manpower to direct event related traffic into designated parking areas. Vehicles may park in designated areas only. Violators will be ticketed and or towed.

Vehicles left on grounds at close of the park will be looked in until next scheduled open day on the calendar. In order to retrieve vehicle when park is closed is \$100 fee paid in cash at the time the vehicle is retrieved.

Deliveries/Storage

HLMC or its employees shall not handle, care for, or act as custodians of any equipment, animals or property delivered to the facility for the User's function, nor shall HLMC be liable for loss or damage to such property.

- Deliveries must be made during the reserved period. The User must have a representative on-site to receive such deliveries.
- All materials, equipment, & animals must be removed from park property by the conclusion of the reserved period unless the Coordinator has approved prior arrangements.

Set-Up / Clean-Up

The User shall provide a detailed layout of the event to the Coordinator for approval 30 days prior to the event date. The User is responsible for the set up and clean-up of the facility. See Clean-Up Requirements (page 8.)

Damages

The User shall pay for any damages to the facility or equipment occurring as a result of the event. The damage deposit will be forfeited and the User will be charged for any additional costs not covered by the deposit.

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Disorderly Conduct

HLMC reserves the right to remove from the property, or cause to be removed from the property, any person or persons considered by staff to be disorderly. Neither the City of Phoenix or its employees, LCS-Westminster Partnership IV LLP, Friends Of Horse Lovers Park, HLMC or its employees or volunteers shall be liable to the User for any damages that may result from such action.

Additional Requirements

HLMC reserves the right to require the User to supply and be financially responsible for portable toilets, portable trash dumpsters, portable barns, the removal of all trash and debris and any equipment deemed necessary to conduct the event.

Reservations

Event dates are confirmed on a first-come basis and upon receipt of 25% deposit of arena fee to secure the date (see page 10 for arena fees) and Certificate of Insurance (see requirements on page 6.)

Hours of Operations

Hours vary due to weather conditions, seasonal hours, and special events.

Arena Rental

Includes basic public address system, 2 waters and 2 drags and also dust control. Additional drags and water fees are listed on the HLMC Fee Schedule (see page 10-12.)

Replacement/ Damage Repair Fees

It is the User's responsibility to leave the facility in a clean, undamaged condition at the conclusion of the event. Failure to restore the grounds and buildings to pre-use condition will result in the forfeiture of deposit and / or billing for damages and clean-up cost at the rate stated in the Fee Schedule (see page 10-12.).

Tables/Chairs/Canopy

Chairs will be supplied for announcer's stand along with 1 registration table and 2 chairs. The User group is responsible for any additional tables, chairs and canopies required for their event. (more tables or chairs are available with advance notice)

Dogs

Keep your pet on a leash to protect it, other visitors, and wildlife. This is a requirement for ALL City of Phoenix parks.

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CERTIFICATE OF INSURANCE REQUIREMENTS

Organizations or commercial operations that are considered to expose HLMC, LCS-Westminster Partnership IV LLP, Friends Of Horse Lovers Park, and the City of Phoenix to risk are required to provide a certificate of insurance listing ALL parties above as an additional insured and certificate holder.

Operations that are **required to provide** insurance include, but are not limited to, the following:

- catering
- commercial food service
- carnival games /rides
- organized sporting competitions
- dog shows
- equestrian events

A minimum of \$2,000,000.00 in general liability coverage is required. Additional coverage or higher limits may be required based on the nature of the activity.

HLMC, LCS-Westminster Partnership IV LLP, Friends Of Horse Lovers Park, and The City of Phoenix are to be named "Additional Insured" and "Certificate Holder".

The following words **MUST** appear in the description box on the certificate:

Horse Lover's Management Corp, LCS-Westminster Partnership IV LLP, Friends Of Horse Lovers Park, and The City of Phoenix, its officers, officials, agents, employees and volunteers

Insurance certificates are due 30 business days prior to your scheduled event.

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VENDOR INFORMATION

It is the responsibility of the User to schedule Vendors for events. A list of food vendors with qualifying insurance on file is available from the HLMC Coordinator.

Food sales and merchandise sales - HLMC reserves the right to review and limit the types of items to be made available for sale.

HLMC reserves the right to request copies of financial statements regarding concessions and vendors.

All vendors must be self-contained, properly licensed and comply with all municipal, county and state regulations.

Operations that are required to provide insurance include, but are not limited to, the following: Catering, commercial food service, carnival games /rides, organized sporting competitions, dog shows, and equestrian events. See Certificate of Insurance (page 6.) **If a certificate of insurance is not on file for that food vendor, they will not be allowed to sell food on park property and will not be permitted to set up on the grounds.**

Alcohol Sales

For alcohol sales the USER must have all required licenses and permits required by the City Of Phoenix. State Law permits only beer to be consumed on Park property. The **User must hire licensed security guards during the dispensing of alcohol** with a ratio of 1 security guard per 35 participants. Please see City Of Phoenix for all regulations.

Food Vendors

The User may contract to provide one food vendor per 100 anticipated event participants and spectators. Vendors should each provide a different food item to avoid direct competition. Vendors must be completely self-contained and supply HLMC with a certificate of as shown on Certificate of Insurance (page 6.) When the Certificate of Insurance has been received for a food vendor, they will be added to a list to be shared with future "Users" so they can be contacted for additional events.

Other Vendors

The User may contract to provide other merchandise vendors. A Vendor Request must be submitted to the Coordinator prior to the event for approval. Vendors must be completely self-contained. Vendor must supply HLMC with a certificate of as shown on Certificate of Insurance (page 6.)

All Vendors

Complete Vendor Request (page 14), pay fees according to the Fee Schedule (page 10-12), and provide insurance as defined on Certificate of Insurance (page 6.) if required.

Vendors may purchase a Vendor Day Pass for one Event or a Vendor Annual Pass which is good for the calendar year. This pass should be displayed in a prominent location at all events.

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CLEAN-UP REQUIREMENTS

As stated in the Facility Use Agreement, it is the User's responsibility to leave the facility in a clean, undamaged condition at the conclusion of their event. **Failure to restore the grounds and buildings to pre-use condition will result in the forfeiture of your deposit and / or billing for damages and clean-up costs.**

The following is a general list of requirements:

1. Schedule sufficient **TIME** and **MANPOWER** to complete the clean up by the end of your rental period.
2. **All equipment** and **supplies** that are brought in for your event must be removed at the conclusion of the event.
3. If the grounds are wet, vehicles are not to be driven off of paved surfaces.
4. The USER is responsible to notify HLMC staff of any damage to the facilities.
5. **Animal waste** and **fur/hair trimmings** are to be picked up as needed throughout the event, and completely at its conclusion.
6. **Manure** and **shavings** are the responsibility of the USER to remove from the facility or place in trash bins before or at the end of event.
7. Excessive amounts of **manure and debris** from trailers are the responsibility of the USER to remove.
8. **TRASH**
 - No litter should be left on the grounds. Litter should be placed in trash containers.
 - The USER is to police the parking lots and event area throughout the event to keep them free of trash / debris.
9. Be sure the following areas are **CLEAN** and **DAMAGE FREE**:
 - Restrooms
 - Arena / Event Area
 - Show Office
 - Announcer's Stand
 - Parking Lots
10. **Portable toilets, pens, barns, and trash receptacles** must be delivered and picked up within the reserved time unless the Coordinator has approved prior arrangements. Failure to remove event items as scheduled will result in forfeiture of the deposit.

Additional clean up by HLMC employees will be charged at the rate listed on Fee Schedule.

Please have a responsible member of your group assigned to ensure that cleanup requirements are completed.

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OVERNIGHT INFORMATION AND FEE SCHEDULE

Facility must be rented for a minimum of two (2) days to qualify.

Overnight camping may be allowed in designated areas with prior approval by the Coordinator.

Overnight Security is required when people are staying on property:

\$150 per night (8pm to 6am) with HLMC staff as security or user must hire a qualified security company to perform the duties required by HLMC for overnight security. The security type (HLMC or hired company) must be specified 30 days in advance.

Overnight camping fee:

- \$15 per night/per space - Dry camping
- No dump stations or showers are available.
- No campfires

User will be responsible for any damage that may occur and must sign waiver upon entrance.

Temporary Stalls:

Extra stalls that are brought in for an event are the responsibility of the USER to obtain set up and remove. This includes:

- obtaining portable generators for electricity to the temporary stalls if necessary.
- the removal of all material & trash that has accumulated as a result of the temporary stall use is the users responsibility (manure will be removed by park staff/volunteer)

20 stalls available on a limited basis depending on the event and length of event. Possibly more depending on the space rented.

- \$10 per night
- the removal of all material & trash that has accumulated as a result of the stall use is the users responsibility (manure will be removed by park staff/volunteer)

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HLMC FEE SCHEDULE

Horse Lover's Management Corp. Membership Requirement

Equestrian (rider or handler) users of Arizona Horse Lover's Park require a day pass or annual membership. The annual membership fee entitles entry to Arizona Horse Lover's Park for all event participation and during open arena hours. This is an insurance requirement. **Anyone riding or handling a horse must be a day or annual member. No exceptions. This includes riders that are not riding in any events but are still riding or handling horses on the grounds at the event (parents, siblings, trainer friends etc..)** Checks should be made payable to HLMC.

Day pass \$5 (one rider or handler – 1 day)

Annual (Jan 1-Dec 31) Individual Membership \$35

Annual (Jan 1-Dec 31) Family Membership \$60 – 2 or more members of the same family at the same address.

| <i>Please circle & initial your reservation choice</i> Arena Size | | For Profit | | Non Profit | | Fees Include |
|---|-----------|--------------------------------------|------------------------------------|--------------------------------------|------------------------------------|---|
| | | Full Day <i>More than 4 hours</i> | Half Day <i>4 hours or less</i> | Full Day <i>More than 4 hours</i> | Half Day <i>4 hours or less</i> | |
| MAIN ARENA (+ paddock) | 360 X 180 | \$ 500 | \$ 250 | \$ 250 | \$ 150 | Warm-up arena, announcers stand and PA system. 2 waters / 2 drags per full day and 1 water / 1 drag for half day |
| CUTTING ARENA (+ roping) | 104 x 250 | \$ 500 | \$ 250 | \$ 250 | \$ 150 | Warm-up arena, announcers stand and PA system. 2 waters / 2 drags per full day and 1 water / 1 drag for half day |
| ROPING ARENA (+ cutting) | 270 x 140 | \$ 500 | \$ 250 | \$ 250 | \$ 150 | Warm-up arena, announcers stand and PA system. 2 waters / 2 drags per full day and 1 water / 1 drag for half day |
| PADDOCK ARENA with OBSTACLE COURSE | 250 x 250 | \$ 500 | \$ 250 | \$ 250 | \$ 150 | Paddock arena, obstacle course, 2 waters, 2 drags per day and PA system. |
| COMMUNITY ARENA | 100 x 75 | \$ 300 | \$ 150 | \$ 200 | \$ 100 | 2 waters, 2 drags per day and portable PA system. |
| CATTLE PENS (per day) | | \$ 50 | \$ 25 | \$ 50 | \$ 25 | Cattle are the responsibility of the User/Owner. HLMC staff will not water, feed or otherwise be responsible for the welfare of livestock on park grounds |
| HORSE STALLS | | \$ 10 | | | | Per day use or overnight. Horses are the responsibility of the User/Owner. HLMC staff will not water, feed or otherwise be responsible for the welfare of livestock on park grounds |

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HLMC FEE SCHEDULE CONTINUED

Please make checks payable to HLMC

Extended Hours

Please note: Reservations that go beyond the scheduled ending/clean up time will be charged an hourly arena rate for each hour and portion thereof at \$22 per hour.

Secure Your Dates

25% non-refundable payment of arena fee is due with this contract and will secure the date(s) and time(s) requested. After receipt of this payment your event will be shown on our website calendar and in other HLMC advertising. Any advertising wanted on the HLMC website/newsletter emails should be provided as soon as possible for best exposure.

Security / Damage Deposit

A deposit in the amount of \$100.00 for non-profits and or \$200.00 for commercial usage must be received with your contract. This money will not apply towards the rental, but will be refunded (4) weeks after the event, provided there is no damage and all conditions of "Clean-up Requirements" are met. If you have multiple events scheduled, only one security deposit is required and it will roll forward to the next event. Upon completion of the final event, the security deposit will be refunded within four (4) weeks.

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MISCELLANEOUS FEE SCHEDULE

Vendor rates:

\$25 per day or \$150 for the calendar year.

Labor rates with equipment to include arena, grounds, manure and trash clean up:

\$45 per hour

Labor rates without equipment:

\$25 per hour

Tarps and Signage:

Installation of tarps or banners on panels / fencing by HLMC staff shall be billed at \$25 per hour.

Water and drags:

Available for \$15 per water and \$15 per drag (Initial + 2 included with arena rental.) Please contact coordinator for barrel racing/gymkhana drag fees as they are calculated on a total rider basis.

Water for dust control:

\$20 per water

Arena Lights:

\$20 per hour in addition to arena fees

Loss or Damage Fees:

HLMC reserves the right to charge fees for lost or damaged items including, but not limited to, the following:

| | |
|------------------------------|------------------------------------|
| Keys or Locks | \$20.00 each |
| Two Way Radios | Replacement cost + 15% |
| Microphones | \$300.00 to \$500.00 each |
| Holes in panels 1/8" or less | \$20.00 each |
| Larger holes | Panel cost assessed + labor |
| Garbage Cans | \$35.00 each |
| Folding Chairs | \$25.00 each |
| Tables folded or one piece | \$99.00 each |
| Hydrant valve/hose | Current cost from retailer + labor |
| Announcer Booth | Cost assessed + labor |
| Picnic Tables | Cost assessed + labor |
| Trail Obstacles | Cost assessed + labor |
| Fire Extinguisher | \$100.00 |
| Extinguisher Bracket | \$5.00 + installation |

Please note: Reservations that go beyond the scheduled ending time will be charged an hourly arena rate for each hour and portion thereof at \$22 per hour.

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Please make checks payable to HLMC

I HAVE READ THE INFORMATION LISTED ABOVE. I AGREE, HAVE INITIALED EACH PAGE OF THE FACILITY USE AGREEMENT, AND WILL ABIDE BY ALL COMMITMENTS LISTED.

| | |
|--|--------------|
| User Signature: | Date: |
| HLMC: Kathy Libonati, Equestrian Coordinator (602) 330-5553 | Date: |
| Please send to: Event Coordinator Horse Lover's Management Corporation PO Box 72685 Phoenix, AZ 85050 | |

Additional Comments or Adjustments:

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VENDOR REQUEST

Vendor Name: _____

Product(s) or Service(s) Provided: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Telephone: _____

Email: _____

Website: _____

Date of first event: _____

Operations that are required to provide insurance include, but not limited to, the following: Catering, commercial food service, carnival games /rides, organized sporting competitions, dog shows, and equestrian events. See Certificate of Insurance (page 6.)

Food vendors: Please attach a menu or list of items provided with price.

Please send all information to:

Event Coordinator
Horse Lover's Management Corporation
PO Box 72685
Phoenix, AZ 85050