



**1200 FOSTER ROAD, NAPA, CALIFORNIA**

**Arena and Grounds Rental Agreement**

Napa Valley Horsemen's Association (hereinafter the "Owner"), located at 1200 Foster Road, Napa, California 94558, and the "Renter":

Name: \_\_\_\_\_

Agent Name: \_\_\_\_\_

Address: \_\_\_\_\_

Agent Phone: \_\_\_\_\_

**HEREBY AGREE AS FOLLOWS:**

1. The owner hereby gives its permission, subject to the terms and provisions in this Agreement, to the renter to use that portion of the premises described in Paragraph 2 for the following period of time: Date: Event:

Expected number of participants: Time:

2. The renter is hereby permitted to use the following designated premises (hereafter, the "Property") of the owner:

\_\_\_ Main arena and lower arena

\_\_\_ Show Office.

\_\_\_ Owner is requested to operate the concession stand for the renter's event

\_\_\_ Owner is requested to operate the bar for the renter's event

\_\_\_ Parking to be in western (hill) parking area

\_\_\_ Camping to be in northern (by school) parking area

\_\_\_ Overnight camping

\_\_\_ Renter requests the owner's groundskeeper to work he arena during the event.

3. **ARENA RENTAL IS \$300.00 PER DAY. The arena will be watered and prepared prior to the start of the event at 8:00 a.m. on event day.**

4. **Special Provisions and modifications:**

- a. Only the owner shall operate all arena sprinklers b. Security and policing is the responsibility of the renter. c. The owner reserves the exclusive right to operate/Concession Stand during all events on the property unless specified otherwise and agreed to in writing by the owner and the renter.
- d. There will be no overnight camping unless indicated in paragraph 2.
- e. All garbage & trash must be picked up and put in garbage cans/barrels.
- f. No owner equipment, panels, etc. is to be removed from property and no fences altered.
- g. No unsupervised minors shall be present during event.
- h. Dogs must be on leash at all times.
- i. Horses are not allowed in concession/bar/grandstand area.

k. A map of the property is Attachment. Renter has access only to the areas designated by this agreement. It is the renter's responsibility to advise all participants and spectators of these areas.

5. Condition of the property. The owner and renter agree that the property to be rented is in good and usable condition. The owner and the renter shall jointly inspect the property, listing any damages or other problems, prior to rental of the property.

6. Property shall be inspected by the owner and the renter immediately following the end of the event; which time the owner will determine the portion of the security deposit to be refunded.

7. The renter agrees to hold the Napa Valley Horsemen's Association, its Officers, Board of Directors, members or agents and each of them, harmless from any and all claims of loss, damage, injury, or liability of any nature whatsoever, arising directly or indirectly, out of the use of any part of the property, pursuant to this agreement by and between the renter or any officer, agent, employee, representative, patron, customer, attendees guest, invitee, or other person in or on such property at the direction, request or invitation of the renter and the owner.

8. Renter shall furnish the owner with a certificate in insurance from the renter's insurer of such insurance which shall provide for at least three days notice to the owner of cancellation by such insurer or by renter and shall show the amounts of coverage for the individual and aggregate bodily injury per occurrence and for property damage per occurrence, not to be less than, respectively, \$1,000,000 combined single limit personal injury and/or property damage. A certificate of insurance must be in possession of the owner ten days prior to the date of events. Any cancellation would void any rental agreement.

9. The owner shall be permitted to enter and to inspect the rented property at any and all times.

11. The agreement shall not be assigned or otherwise be transferred in whole or part.

10. This agreement does not constitute a lease, but constitutes a mere rental agreement; and is limited to those areas of the property expressly and specifically described throughout this agreement.
11. The renter assumes all risks of loss, damage, injury, or liability of any nature whatsoever to the renters guests, employees, representatives, patrons, customers, attendees, invitees, or other persons in or on such property at the direction of, request, or invitation of the renter or to its/their property arising in any respect directly or indirectly, out of its use or occupation of any part of the property pursuant to this agreement or otherwise shall be borne by the renter.
12. No alteration or variation of the terms of the contract/agreement shall be valid unless made in writing and signed by the parties thereto. **NO ORAL UNDERSTANDING OR AGREEMENTS NOT INCORPORATED HEREIN SHALL BE CONSIDERED TO BE BINDING ON ANY OF THE PARTIES HERETO.**
13. The renter agrees that \$150 (or 50% of rents and/or fees) is nonrefundable in lieu of cancellation or termination of this signed contract by either party herein or unless written notice is given thirty days prior to date of rental. (Weather subject to cancellation without nonrefundable fee.)
14. In the event of any legal actions pursuant to this rental agreement, all reasonable legal fees and costs shall be incurred by renter.
15. The owner and renter agree that owner may ask for other information concerning renter's identity, intended use of property, financial agreements, etc.
16. The renter has read and considered the terms and conditions set forth in this agreement and hereby agrees that they shall constitute a part of this agreement.

<b>RENTER:</b>	<b>OWNER: NAPA VALLEY HORSEMEN'S ASSOCIATION</b>
Signed:	<b>Signed:</b>
Agent:	Agent:
Phone:	Phone:
Date:	President:
	Phone:
	Arena Manager:
	Phone:
Date Application Rec'd:	Date:
Security Amt: Date Recd:	
Date Insurance Recd:	
Date Approved by Board:	

Renter's Signature \_\_\_\_\_ Date \_\_\_\_\_

NVHA Signature \_\_\_\_\_ Date \_\_\_\_\_