

Milton-Freewater Pioneer Posse Arena Rental Agreement

This ARENA RENTAL Agreement, dated as of _____ is between the Milton Freewater Pioneer Posse (PIONEER POSSE) and _____
(Lessee)

I. Rental Fees

(Please initial all that apply for your event):

_____ **Arena Rental** (Per 8 hr day) \$350 x _____ (number of days)=\$ _____

(Arena rental includes tractor, groomer, access to entry booth, and announcer stand. & restrooms)

(Special arrangements need to be made prior to the event with a Board member to discuss/train on arena groomer use)

Time needed for your event from _____ to _____

_____ **Corral use/rough stock** - An additional damage deposit of **\$200.00** shall be required if Lessor's pens/corrals are used to contain rough stock during the term of this agreement. Said amount will be refunded if no damage is done to corrals/pens fences.

_____ **Electric Eye Rental** - \$1.00 per run x _____ (number of runs)=\$ _____ (TBD after event)

_____ **Arena Lights** (Per Day) - \$50.00 x _____ (number of days)= \$ _____

_____ **Liquor Deposit \$100.** *If alcohol is to be served, the Lessee must comply with the County and Oregon Liquor Control Commission (OLCC) rules and regulations, and an additional deposit will be required. It must be Pioneer Posse Board-approved. **Liquor liability insurance must be provided, naming M F Pioneer Posse as an additional insured with regular event liability insurance.***

_____ **Half-Day Arena Rental** (maximum 4 hours) \$175

(Arena rental includes a tractor, groomer, access to entry booth; announcers stand, & restrooms)
(Special arrangements need to be made prior to the event with a Board Member to discuss/ train on arena groomer use)

Time needed from _____ to _____

_____ **Deposit** - \$ _____ shall be deposited with Lessor at the time of booking an event. Said Deposit shall be applied to the full rental amount. The full rental amount is due 7 days before the start of the event.

Mandatory Cleaning/Damage Deposit (One Time Fee) \$150.00 - to be paid the same time the arena rental agreement is completed & approved by the board. For long-term agreements, the \$150 per year shall be due before the lessee's possession of the arena takes place. *(The refundable deposit will be returned at the completion of the event if the following conditions have been met: Garbage picked up and put in receptacles,*

grounds clean, equipment cleaned and in good working order. If equipment or anything on the grounds is damaged, the deposit will not be returned.)

II. Use

During the term of this Agreement, the Lessee shall be permitted to utilize the grounds for the purpose of conducting the designated scheduled event. Use of the grounds shall be limited to the designated portions of the grounds and to the dates and times specified.

At the expiration of the period of reserved use, the Lessee shall vacate and redeliver possession of the entire grounds to the PIONEER POSSE in the same condition as it existed at the beginning of the reserved use period, ordinary wear and tear expected.

The Lessee agrees to assume and pay all costs and charges incurred in staging an event at the PIONEER POSSE premises during the term of this lease. Any damages to equipment or assets belonging to the PIONEER POSSE will be paid for by Lessee. The Lessee agrees not to assign this lease nor let or underlie the whole or any part of the premises, nor make any alterations therein, without the written consent of the Lessor, under penalty of forfeiture and damage.

The Lessee agrees to pay all taxes, assessments, special or otherwise, and public charges of every kind and nature that shall or may be taxed against the Lessor or its property during the aforesaid term, which would become due and owing as a result of the activities conducted by the Lessee.

III. Hold Harmless Clause

The PIONEER POSSE and its Agents shall not be liable for any damage, either to person or property sustained by Lessee or other, caused by any defects now in said Leased premises or situated in any part of the appurtenance thereof, becoming out of repair or caused by neglect of employees, cotenants or other occupants of said building or premises or any other persons. Lessee agrees to defend and hold the PIONEER POSSE harmless from any and all claims for damage suffered or alleged to be suffered in or about the leased premises by any person, firm or corporation.

IV. Insurance

The Lessee shall provide, during the entire term of this Agreement, liability insurance coverage in the amount of \$1,000,000 per occurrence. The MILTON FREEWATER PIONEER POSSE shall be named as an additional insured under each Insurance policy. No event will be conducted until proof of insurance and an additional insured certificate is filed with the PIONEER POSSE.

V. Concessions

The PIONEER POSSE must approve all concessions sold on the premises. PIONEER POSSE will make every effort to have its Food Shack open for business during the Lessee event times.

VI. Contract Agreement

If the Umatilla County Sheriff Department receives verifiable complaints the Umatilla County Sheriff's Department personnel shall be required to issue a formal citation and shut down the event. ALL deposits shall be forfeited.

This Agreement contains the entire understanding between the parties and no modifications, amendments, innovation or other alteration to the Agreement shall be valid or of any force or effect unless mutually agreed to by the parties in writing as an addendum to this Agreement. This applies to both, paper and online signed agreements.

Keys must be returned to the Lessor the first workday following the event. Applicable rents and deposits are REQUIRED to the PIONEER POSSE **1 week prior** to the start of the event.

Deposits may be returned according to policy.

Event Name: _____

Event start date: _____

Event end date: _____

Length of contract [typically from start to end date of the event]: _____

Lessee Signature: _____

Lessee Name: _____ Address: _____

City/State/Zip: _____ Phone: _____

Pioneer Posse Representative Signature: _____

Date: _____

Please return completed and signed Agreements along with \$150 Mandatory Cleaning/Damage deposit to:

Milton Freewater Pioneer Posse | PO Box 478 | Milton Freewater, OR 97862

or via email to mfpioneerposse@gmail.com