

# Milton-Freewater Pioneer Posse Arena/Camping Rental Agreement

This ARENA RENTAL Agreement, dated as of \_\_\_\_\_ is between the Milton Freewater Pioneer  
Posse (PIONEER POSSE and

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(Lessee)

- Term of Lease: The term of this Lease shall begin on the day of \_\_\_\_\_ 202\_, and shall terminate on day of \_\_\_\_\_ ~ 202\_; provided, however, that at the option of the Lessor {Posse}, Lessor may within ninety days of the termination date of the Lease choose to renew for the next year on the same date (or other date if available) under terms and conditions and at a rental rate to be determined by Lessor within that 90-day period. Any request for such renewal, terms, conditions, and rental rate to be communicated in writing.
- Either party may terminate this Lease immediately, without liability to the other party, upon the happening of any of the following or any other comparable event: {1) insolvency of the other party; {2) filing of any petition by or against the other party under any bankruptcy, reorganization, or receivership law.
- Assignment or subletting: Lessor (Posse) expressly covenants that Lessee shall not voluntarily or involuntarily assign, encumber, or otherwise transfer this Agreement, or sublet any areas, buildings, or other property, or any part thereof, described in or included in this Agreement, or suffer or permit such areas, buildings, or other property, or any part thereof, to be used or occupied by others, by operation of law or otherwise, without the prior written consent of Lessor. Absent such consent, any act or instrument purporting to do any of the foregoing shall be null and void.

## I. Rental Fees

(Please fill in all that apply for your event):

\_\_\_ Arena Rental (Per Day) \$350 x (number of days)= \$ \_\_\_  
(A arena rental includes access to enny booth, announcers stand, & restrooms)

\_\_\_ Tractor (Per Day)- \$150 x (number of days)= \$ \_\_\_  
(Special arrangements need to be made prior to event with a Board Member to discuss/training on tractor use)

\_\_\_ Arena Groomer (Per Day) - \$100 x (number of days)= \$ \_\_\_ (Special arrangements need to be made prior to event with a Board Member to discuss/train on arena groomer use)

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

\_\_\_ Arena Lights (Per Day) - \$75.00 x \_\_\_ (number of days)= \$ \_\_\_\_\_ - - -

Cleaning deposit per rental \$ 150.00 \$ \_\_\_\_\_ -

\_\_\_ 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. Must be Pioneer Posse board approved Lessee must provide an OLCC permit before receiving the keys and using the rental.*

Mandatory Cleaning/Damage Deposit (One Time Fee) \$150.00 - to be paid the same time the arena rental agreement is paid. For long-term agreements, the \$ 150 per year shall be due before possession of the arena takes place by the lessee and will be held until after your last usage cleanup (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 large dumpster receptacles, grounds clean, equipment cleaned and in good working order. If equipment is damaged, the deposit will not be returned.*

## Camping

\_\_\_ Membership \$40.00 Single, \$60.00 Family. *All overnight camping not associated with an event in which another party as a signed agreement with the MFPP, MUST pay for a membership. Membership includes arena use.*

### 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 there in, without the written consent of 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, arising out of repairs 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 MIL TO FREE WATER PIONEER POSSE shall be named as an additional insured under each Insurance policy. No event will be conducted until proof of insurance and additional insured certificate is filed with the PIONEER POSSE.

V. Concessions

The PIONEER POSSE shall have first right to provide food and drink concessions at the event, that Lessor will make effort to have the concession stand open and if not then, with board permission another concession may provide the service in their own mobile unit.

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 rents and 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 day following the event.

Applicable rents and deposits are REQUIRED to the PIONEER POSSE prior to the start of the event along with the insurance binder and any OLCC permit and requirements

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]: ----- LesseeSignature: \_\_\_\_\_

\_\_\_\_\_

Lessee Name: \_\_\_\_\_ Address: ----- City/State/Zip:

\_\_\_\_\_ Phone: -----

Pioneer Posse Representative Signature: ----- Date:

\_\_\_\_\_

*Posse contact and phone number during til is event----- Please return completed and signed Agreements along with rental fees and Mandatory Cleaning/ Damage deposit to:*

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

or via email to info@mfpposse.com

## ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

Name of the Arena Activity or Event:

\_\_\_\_\_ Date(s) of Activity or Event:

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity, event or event area, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity, event or event area.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity, event or event area.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself and those using the facility during the rental terms.

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my

traveling to and from this event area, THE FOLLOWING ENTITIES OR PERSONS: Milton Freewater Pioneer Posse, Inc. and/or their directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity, event area or event sponsors, activity or event volunteers;

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, event or event area, whether caused by the negligence of release or otherwise.

I acknowledge that the Milton Freewater Pioneer Posse, Inc. and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity in an event area on behalf of the Lessee,

I acknowledge that this activity, event or event area may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to participants, but are also present for volunteers.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE

THAT THIS IS A RELEASE OF  
LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Print Lessee Name Lessee's Signature