

LONE HICKORY INDOOR ARENA, LLC

1950 Bethel Church Road
Yadkinville, NC 27055

EVENT RENTAL AGREEMENT

This agreement is made and entered into the _____ day of _____, 20____ by and between Lone Hickory Indoor Arena, LLC, Yadkinville, North Carolina (hereinafter "LESSOR") and _____ of _____ (hereinafter "LESSEE"), (collectively "PARTIES").

Whereas LESSEE desires to conduct _____ hereinafter "EVENT" beginning (set-up date/time) _____ and ending (load-out date/time) _____ at LESSOR's facility and certain grounds located at 1950 Bethel Church Road, Yadkinville, NC (hereinafter "PROPERTY"). LESSEE's access to PROPERTY (facility, grounds and equipment) under this agreement is limited to: designated parking areas; arena ring, pens and set panels; concrete floor space for spectators and vendors; announcer's booth and balcony with sound system, registration counter, restrooms with showers, and standard set of lights and fans. Additional lights, fans, heat, stalls, space, equipment and services may be available upon request.

In consideration of the promises and agreements contained herein, the PARTIES agree as follows:

- 1) **PROPERTY RENTAL:** LESSOR hereby rents to LESSEE the PROPERTY for the EVENT and the dates stated above and for which requirements are specifically stated by LESSEE in SCHEDULE C - EVENT PLAN which is attached and made part of this agreement.
- 2) **LIMITATIONS:** The PROPERTY is rented to LESSEE for the sole purpose of conducting the aforementioned EVENT. Sublease of PROPERTY or transfer this agreement by LESSEE to any other party is prohibited and constitutes a cancellation of said agreement.
- 3) **SERVICES:** LESSOR shall make available certain services as listed in SCHEDULE A – PROPERTY, SERVICES AND FEES. LESSEE must request needed services by stating such on SCHEDULE C - EVENT PLAN.
- 4) **EVENT DATE(S):** For the purposes of this agreement, "day" means period of up to 10 hours between 6 am and midnight and begins upon "door open" time as stated in schedule C. An agreed upon portion of the day prior to the event and of the day following the end of the event may be available to LESSEE at an additional fee for load in, set-up, rehearsals, load out, etc. The LESSEE will have no access to PROPERTY outside of the dates and times stated in SCHEDULE C – EVENT PLAN.
- 5) **FEES:** Available facility, grounds, equipment and services, and the relative Fees are stated in SCHEDULE A – PROPERTY, SERVICES AND FEES which is attached and made part of this agreement. The LESSEE is liable for all fees associated with the EVENT per the requirements stated by LESSEE in SCHEDULE C - EVENT PLAN.
- 6) **PAYMENTS:** As a deposit, LESSEE will pay a damage/security \$_____ at the time this agreement is signed. The deposit shall be considered in computing, after event, total amount due LESSOR by LESSEE. At the discretion of the LESSOR, an estimated amount of all fees shall be paid by the LESSEE one day prior to event. All rent and other fees owed to LESSOR are due and shall be paid at conclusion of event. A \$35 fee will be charged for returned checks.
- 7) **CANCELLATION:** Upon signing of this agreement, LESSEE will be liable for payment per the cancellation schedule below. Liability is equal to liquidated damages assessed for administrative costs and value for dates cancelled. Cancellation notification must be received and confirmed by LESSOR to be valid.
 - Cancellation 90 days prior to event start date = No liability, LESSOR will return deposit to LESSEE
 - Cancellation 45-89 days prior to event start date = LESSEE will forfeit deposit to LESSOR
 - Cancellation 0-44 days prior to event start date = LESSEE pays full amount per agreement

- 8) **PROPERTY CONDITION:** PROPERTY will be in good, safe and clean condition when provided to LESSEE at EVENT start. LESSEE will return PROPERTY to LESSOR in as good, safe and clean condition at EVENT end. LESSEE and LESSOR will inspect PROPERTY at EVENT start and end, noting in writing any damages on SCHEDULE D – PROPERTY CHECKLIST. If any of said PROPERTY is damaged or destroyed through negligence or intentional acts on the part of LESSEE, any of its agents, employees, volunteers, and/or other persons engaged in operating or conducting said event, or of any patrons of LESSEE or any persons in or about said PROPERTY during any period in which LESSEE has charge of same, LESSEE must replace and/or repair damages to LESSOR’S satisfaction. A schedule to replace and/or repair damages noted on the Event end inspection will be documented on SCHEDULE D – PROPERTY CHECKLIST. Failure by LESSEE to replace and/or repair per agreed schedule will result in LESSOR completing said replacement and/or repair and billing LESSEE for all associated costs. If damages result in LESSOR’s loss of ability to rent PROPERTY or equipment, LESSEE will be liable for LESSOR’s lost revenue, as well as the losses to any other LESSEE whose booked event is impacted by said damages.
- 9) **INSURANCE:** LESSEE shall furnish to LESSOR, no less than 7 days prior to event start date, an approved and satisfactory liability insurance certificate countersigned by an agent licensed in North Carolina, the premiums for which have been paid by LESSEE. Minimum coverage requirements are as follows:
- \$1,000,000.00 bodily injury to any one person;
 - \$1,000,000.00 bodily injury from any one accident; (\$2,000,000 aggregate); and
 - \$100,000 property damage for any one accident

LESSOR must be listed (as Lone Hickory Indoor Arena, LLC, owner, directors, staff) as additional insured on said policy. Failure to provide Certificate of Insurance at least 7 days prior may result in cancellation of event.

If LESSEE utilizes the services of livestock contractors or other third party vendors and/or subcontractors, LESSEE MUST list those parties as additional insured on the Certificate of Insurance, or otherwise ensure all parties provide separate proof insurance per the above requirements.

NO EVENT will be conducted without proof of insurance.

- 10) **LIABILITY:** LESSOR will not be responsible for any agreements, actions, or transactions of LESSEE in connection with said EVENT.

LESSEE is advised of the following NC Statutes: WARNING! Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in **equine activities** resulting exclusively from the inherent risks of equine activities. (NC 99E,3) Under North Carolina law, there is no liability for an injury to or death of a participant in an **agritourism** activity conducted at this agritourism location if such injury or death results from the inherent risks of the agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in this agritourism activity. (NC 99E,32)

LESSOR is not responsible for the security of personal property or materials brought to the PROPERTY by LESSEE, staff, and/or patrons. Property of LESSEE left at PROPERTY shall, after a period of ten days from the EVENT end date, be deemed abandoned and shall become property of LESSOR to be disposed of or utilized at LESSOR’S sole discretion. If LESSOR incurs costs for the disposal and/or removal of said property the LESSEE shall be liable for such costs.

- 11) **INDEMNIFICATION:** LESSEE will release, indemnify, and save harmless LESSOR, its owners, agents, officers and employees from any and all responsibility or liability for any and all damages or injury of any kind or nature whatever (including death) to all persons, whether agents or employees of the LESSEE or persons attending the event for which the premises have been leased, and to all property damage proximately caused by, incident to, resulting from, arising out of, occurring in connection with, the use by LESSEE of the PROPERTY. The provision of this section shall

include any and all loses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses, including reasonable attorney fees.

- 12) **PROPERTY RULES AND CONDUCT:** LESSEE shall make no unlawful use of PROPERTY and shall conduct event(s) in an orderly and lawful manner. LESSEE must ensure all event staff, volunteers, vendors, invited patrons and guests are advised and adhere to the rules detailed in SCHEDULE B – PROPERTY RULES. Violation of rules will result in a warning and action up to removal of individuals and personal property from PROPERTY and/or cancellation of EVENT.
- 13) **CONCESSIONS:** LESSOR retains the right to offer for sale food and beverage concessions for all EVENTS through the onsite “Arena Grill”. LESSOR will assess the scope of each EVENT and determine and advise LESSEE of the type of concessions that will be offered. No concessions are granted to LESSEE or anyone acting under this agreement for sale of or dispensing of any kind of beverages or food without express written permission from LESSOR. This shall apply to any such operation on or about PROPERTY hereinbefore described.
- 14) **VENDOR ACCESS:** LESSEE or their approved vendors or exhibitors may utilize designated display spaces within the arena and parking areas. LESSEE is responsible to ensure all vendors/exhibitors meet applicable requirements including, but not limited to; state and local permits, licenses and insurance.
- 15) **LIVESTOCK:** Livestock for events may be delivered NO EARLIER THAN 2 HOURS PRIOR to EVENT START TIME (not MOVE-IN time) and must be removed NO LATER THAN 2 HOURS AFTER EVENT END TIME (not MOVE-OUT time). LESSEE is responsible for advising any third party contractors. NOTE: EVENTS REQUIRING LIVESTOCK IN EXCESSIVE OF 30 HEAD OR FOR PERIODS OF TIME EXCEEDING 12 HOURS CREATE CONDITIONS THAT LIMIT PROPERTY’S ABILITY TO RENT FOR EVENTS THE FOLLOWING DAY. LESSEE WILL BE ASSESSED A LIVESTOCK CHARGE AS LISTED IN SCHEDULE A – PROPERTY SERVICES AND FEES. LESSEE MUST LIST LIVESTOCK PLANS IN SCHEDULE C – EVENT PLAN OF THIS AGREEMENT.
- 16) **SAFETY AND SECURITY:** LESSEE will provide parking, security and emergency medical staff (if required by LESSEE) sufficient to ensure the safety of LESSEE staff, participants and patrons, and LESSOR PROPERTY throughout the entire EVENT. LESSEE must clearly state the safety plan in writing in SCHEDULE C – EVENT PLAN herein attached. LESSOR retains the right to assess the safety plan and require additional staff if it deems necessary. LESSEE may request at a minimum of 30 days prior to the EVENT the aforementioned staff be provided by LESSOR. If LESSOR provides staff, LESSEE will be liable of the cost per the fees listed in SCHEDULE A – PROPERTY, SERVICES and FEES. Failure to ensure an adequate safety plan for the event may result in the cancellation.
- 17) **LESSOR ACCESS:** LESSOR retains the right to maintain staff on the PROPERTY at all times to maintain services and oversee PROPERTY. LESSOR will provide a list of attending representatives upon request by LESSEE.
- 18) **ADVERTISING AND COMMUNICATIONS:** LESSOR advertises by posting the event schedule and announcements via multiple media outlets. LESSOR may also record events in photo and video formats for promotional purposes. LESSEE may decline advertising by indicating so in SCHEDULE C - EVENT PLAN. LESSEE must follow guidelines in SCHEDULE B - PROPERTY RULES when making reference to the PROPERTY in advertising and communication.
- 19) **FORCE MAJEURE:** If the PROPERTY is rendered unsuitable for the conduct of the EVENT by reason of Force Majeure, LESSOR may terminate this Agreement by written notice following such casualty and LESSOR is not responsible for any damages sustained by LESSEE. Force Majeure shall mean fire, earthquake, hurricane, flood, act of God, strikes, work stoppages, or other labor disturbances, riots or civil commotion, war or other act of any foreign nation, power of government or governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of LESSOR.
- 20) **CHOICE OF LAW:** This Agreement shall be governed by and construed under the laws of the State of North Carolina, which shall also be the forum for any lawsuits arising from or incident to this Agreement.

21) TERMINATION: LESSOR may terminate this agreement at any time at its discretion. If termination is made at no fault of LESSEE, LESSEE deposit and other payments under this agreement will be returned by LESSOR. If termination is made due to the violation of any portion of the agreement by LESSEE, the aforementioned cancelation schedule will apply.

By signing below the individuals affirm they have the authority to represent the PARTY for which they sign. LESSEE acknowledges acceptance of liability for the total value of the EVENT as stated within the Agreement.

This the _____ day of _____ 20_____

Attest (Signature): _____(LESSEE)

PRINT NAME: _____(LESSEE)

Attest (Signature): _____(LESSOR)

PRINT NAME: _____(LESSOR)

SCHEDULE A: PROPERTY, SERVICES AND FEES

PROPERTY / SERVICE	DESCRIPTION	FEE
ARENA EVENT RENTAL		
- Day Rental	Per day (Day=10 hour block between 6 am and midnight)	\$375 / day
- Additional hours rent	Per hour after 10 hours prior to midnight	\$25 / hour
- Additional late hours rent*	Per hour between midnight – 2 a.m.)	\$50 / hour
REQUIRES PRIOR APPROVAL	Per hour after 2 a.m.	\$100 / hour
STALL RENTAL		
- LESSEE managed / stall count at event-end / pay for all used	1 night = \$20; 2 nights = \$32; 3 nights = \$40; 4 nights = \$48; 5 nights = \$56; 6 nights = \$62	See description
OVERNITE PARKING W/POWER		
- LESSEE managed / count at event-end / pay for all used	(must stall horses – no tying in this parking area) Per night	\$15 / night
EQUIPMENT		
- Stock Panels	Per panel (LESSEE Sets & Returns as approved by LESSOR) See add'l cost below if LESSOR Sets or Returns panels	\$5 / panel
- Timer System	Per day	\$50 / day
- Tables (In addition to preset spectator tables/chairs on concrete area)	60" Round or 6' rectangle tables (6 folding chairs provided for each table*) LESSEE Sets & Returns See additional cost below if LESSOR Sets or Returns tables and chairs) Additional Chairs can be secured	\$3 / table on concrete area \$5 / table in dirt area \$1 / chair extra
ADDITIONAL OPTIONS/SERVICES:		
- Heat	Per hour in addition to rental fees (2 hour minimum) *LESSOR reserves the right to adjust based on fuel cost	\$25 / hour*
- Lights (in addition to standard 5-row 2-bulb set)	4-bulb illumination	\$15 / per hour
- Fans (Arena & Seating area fans included in rental)	Per hour	\$10 / hour
- Ground Conditioning (grounds will be "to order" at start of each event date included in rental)	Additional or specialized conditioning will be billed per hour worked.	\$25 / hour
- Stall Shavings	In addition to the one per stall provided in the stall rental	\$6 / bag
- Custom Panel Set up*	Per panel - In addition to panel cost above	\$5 / panel
- Custom Table Set Up*	Per table – In addition to table cost above	\$3 / table
- Security Officer	Per hour	\$28 / hour
- Livestock Fees	Per head, per day - (1-30 head) Per head, per day – (31-120 head)	\$2 per head \$3 per head
- Miscellaneous Labor (parking, tractor operator, garbage collection, cleaning, etc.)	Per hour (minimum 4 hours per day)	\$15-22 / hour
VENDOR SPACE		
- 10X10 space	(limited to designated interior/exterior spaces) Per day - No electrical access	\$5 / day
- 10X10 space	Per day - Electrical access	\$10 / day

Limited non-profit discounts available-must present with official association documentation [i.e., 501(c)(3)], and fundraisers must submit fund plan, as well as financial recap and proof of distribution within 30 day of event completion.

SCHEDULE B: PROPERTY RULES

Lone Hickory Indoor Arena is dedicated to God through service to children and community. It is a smoke-free, alcohol-free, profanity-free, Christ-centered facility. The owner and staff of Lone Hickory Arena make every effort to provide a positive, clean and safe environment, and ask that our guests help us keep it that way. We ask that any problems with the PROPERTY be immediately reported to your arena contact (or concession staff, if the arena contact is not immediately available). Event promoters must share these RULES with staff, volunteers, participants, invited patrons and guests as applicable. Failure to adhere to property rules may result in immediate cancelation of event and/or fees.

NO ALCOHOL

NO alcohol consumption of any type is allowed anywhere on the PROPERTY.

NO SMOKING

NO smoking is allowed inside the arena. Receptacles for cigarette butts are located outside the facility entrance for those who must smoke. Butts thrown on the grounds must be removed by LESSEE or a clean up fee will be charged.

CONDUCT

Individuals will maintain respectful, appropriate conduct while at the PROPERTY. LESSOR reserves the right to deny entry or eject individuals displaying inappropriate behavior as determined by LESSOR. This includes, but is not limited to; offensive language, dangerous or damaging actions, annoyance of others, breaking the RULES, and failure to response to staff warning.

PROPS AND DECORATIONS

No fireworks of any kind or other devices which created fire and/or smoke, or materials which could present a hazard are allowed on premises, unless specifically agreed to in writing by LESSOR. No use of confetti, glitter, tape, nails, etc. are permitted at the PROPERTY. No décor or signage may be affixed to internal or external walls or woodwork. Signage may be affixed to specific panels with zip ties or string and must be promptly removed at the end of the EVENT. No tents or other flammable materials may be positioned within 10 feet of active heat sources (radiators, etc.) in or around the arena.

WALKWAYS

No skateboards, scooters, rollerblades etc., are allowed in the arena. Clear, safe aisle ways must be maintained at all times for safe pedestrian traffic and access for emergency responders.

CLEAN UP

LESSEE will maintain a clean, safe environment during the EVENT, ensuring manure is properly disposed of in designated manure receptacles, and trash in and around arena and parking areas is placed in provided garbage receptacles. Failure of LESSEE to return property to "clean" condition will result in assessment of cleaning fees.

OFFICE AND EQUIPMENT ACCESS

A control office with announcer balcony and sound system (wired and wireless microphones and sound board with CD and MP3 player) is available. No other equipment may be connected to the sound system without prior written approval. A timer system is also available. If used, the control office and any equipment must be returned in the same clean and good working condition.

PARKING

LESSEE is responsible for plans, staff and communication to ensure safe, effective parking for their program. Plans must ensure lanes and entry/exit points for emergency vehicles. Designated handicap spaces are reserved for that purpose and must not otherwise be used or blocked. A property map with designated parking areas is located on the Facility page on lonehickoryarena.com, or can be provided upon request to admin@lonehickory.com.

Spectators have first priority for parking in front of building. For non-spectator events or small events, trucks and trailers may be allowed to utilize some front and side area parking as designated in the plan.

For larger events, participants with large trucks and/or trailers MUST park in lower parking area across the road from the arena. (Note: There is a lighted path under the bridge for safe passage of people and horses to and from the arena).

GRASS AREAS

Use of "grass areas" is regulated by local and state agencies. It provides erosion control and also beautifies the property. Please adhere to parking and "no horse tying" guidelines for specific areas around the arena.

OVERNIGHT PARKING

Overnight parking is permitted in two locations. Across the road parking allows for horses to be tied at haulers. Arena side overnight parking requires horses to be stalled due to grass maintenance. Generator usage is permitted. No holding tanks may be dumped on facility grounds. Both lots are "quiet" areas after midnight.

STALLS:

For stalls requested by LESSEE, LESSOR will provide keys for an agreed number of prepared, locked stalls. LESSEE will be responsible for managing stall rentals, assignments, payment and unlocking. A stall count will be done at the end of the event and the LESSEE will be responsible for payment of all stalls utilized during the event.

One (1) horse allowed per stall unless otherwise agreed to in writing by LESSOR. Stallions MUST be stalled away from other horses. Please ensure all stalls are secure before leaving facility for the night. There are security cameras in stall area. NO personal fans or any electrical cords, devices, etc., are allowed in stall area. Outside stalls are to be "sold out" before inside stalls are utilized.

CHILDREN AND ANIMALS:

Children must be supervised by a responsible adult at all times.

All animals brought on PROPERTY must be disease-free, well-supervised and cared for at all times.

Proof of current negative Coggins required for all horses.

At no time may horses be tied to arena panels, or within kicking range of exterior walls of arena. Hitching posts are provided in the rear of building (at user risk). If horses are tied in staging area of roping box or alleyway, manure must be placed in receptacles and holes filled in before leaving facility. No horses are to be in tied inside facility overnight. No horses may be tied in grass area around arena (tying allowing in "bottom" parking area across the street only). All horses should be supervised at all times when tied.

No pets are allowed inside arena, except for service animals, unless specifically allowed by LESSOR. Pets outside the arena must be on a lease and supervised at all times.

ADVERTISING AND COMMUNICATIONS

LESSEE must provide a contact name and valid phone number for all event communications.

PROPERTY is to be referenced as the location only in LESSEE advertising and communications. The approved PROPERTY logo and directions for advertising can be provided upon request to admin@lonehickory.com.

The following PROPERTY statement should be included in LESSEE advertisements and communications as appropriate.

Lone Hickory Arena is a smoke-free, alcohol-free, profanity-free, Christian-based facility. No pets (except service animals) allowed inside the building. Outside pets must be leashed and supervised at all times.

SCHEDULE C: EVENT PLAN

To ensure the success of your event, please provide complete and accurate details below. PRINT legibly. Where multiple options are offered, please circle the correct one. Changes to this PLAN must be submitted in writing to LESSOR for review and approval a minimum of 14 days prior to event.

Event Name:					
Organization Name:					
Primary Contact Name / Cell #		Name:		Cell #	
Backup Contact Name / Cell #		Name:		Cell #	
SET-UP DATE:		Bldg Open Time:		Bldg Close Time:	
EVENT Date(s)	1 ST DATE:	2 ND DATE:	3 RD DATE:	4 TH DATE:	
Bldg Open Time:					
Event Start Time:					
Event End Time:					
Bldg Close Time:					
LOAD OUT DATE:		Bldg Open Time:		Bldg Close Time:	
Number of Staff					
Number of Participants					
Is EVENT open to spectators?		YES	NO		
If YES, estimate the number of spectators by date:					
If YES, will you advertise the EVENT?		YES	NO	If yes, please forward a flyer and we will help promote.	
Charging Gate or Admission Fee?		YES	NO	If yes, please state fee	Adult \$
					Child (__ & under) \$
Advise of any arrangement that may impact The Arena Grill food sales (i.e., off site dinner after event, etc.)					
Will you utilize the Control Office & Balcony?		YES	NO		
Will you utilize the Sound System?		YES	NO	If YES, who will manage your sound?	
Will you utilize the Timer System?		YES	NO		
Will you need the grounds conditioned prior to the event?			YES	NO	
Please describe the preferred ground conditions:					
Will a tractor be needed to condition the grounds during the EVENT?		YES	NO		
If YES, will LESSEE bring tractor, or will you need LESSOR tractor and operator?		LESSEE	LESSOR (add'l fee)		
Will you and/or participants need stalls?		YES	NO	If YES, how many stalls per night?	
Will you and/or participants need overnight RV parking w/ power?		YES	NO	If YES, how many spaces per night?	
Please describe your parking needs (participants, guests, staff, spectators, large versus standard vehicles):					
If large event, parking attendants are required. Who will handle?		LESSEE	LESSOR (add'l fee)		
Do you require special panel setup?		YES	NO	Who will set up?	LESSEE LESSOR (add'l fee)
Do you need tables and chairs?		YES	NO	Who will set up?	LESSEE LESSOR (add'l fee)
If YES provide quantity by type:		6' rectangular:	60" round table:	Folding chairs:	
Will you have vendors?		YES	NO		
If YES, list the vendor(s) and the product(s)/service(s), along with needs (space, electricity, etc.):					
Request CHAPEL access (by approval only). State purpose and timeframe for use:					
Request ARENA CHAPLAIN for opening prayer and/or service. State need and timeframe for Chaplain attendance:					
State your SAFETY PLAN (described in paragraph 15) below:					
Special Needs / Comments:					

SCHEDULE D – PROPERTY CHECKLIST

Upon EVENT move-in and again at move-out, PARTIES are to inspect the PROPERTY (including the grounds, building and equipment) documenting any notable damage on the checklist at the time. A copy of the checklist will be provided to LESSEE upon request.

If for any reason the PROPERTY inspection cannot be completed at end of EVENT, PARTIES agree to inspect at the first reasonable time on the next business day.

If LESSEE chooses not to participate in PROPERTY inspections, LESSEE agrees to abide by LESSOR'S inspection and any subsequent damage assessment.

PROPERTY OR EQUIPMENT	EVENT START DAMAGE NOTED	EVENT END DAMAGE NOTED
Exterior Grounds		
Interior Facility		
Panels		
Sound Equipment		
Timer Equipment		
Tractor		

LESSEE representative at EVENT start _____ Date: _____

LESSOR representative at EVENT start _____ Date: _____

If damage was incurred during the EVENT as noted above, the replacement and/or repair plan must be detailed below and correction made per the PROPERTY CONDITIONS provision contained in this agreement.

LESSEE representative at EVENT end _____ Date: _____

LESSOR representative at EVENT end _____ Date: _____

Updated 9/14/2013