Merced Horsemen’s Association

499 W. Nevada St.

PO Box 2585

Merced, CA 95344

 

Facility Rental Contract

**Renter Information**

Renter’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The “Renter” agrees to rent the Merced Horsemen’s Association (MHA) Club House and/or Arena’s for $\_\_\_\_\_\_\_\_\_\_\_\_ X’s number of days \_\_\_\_ \_\_\_ + $250 deposit equals the total $\_\_\_\_\_\_\_\_\_\_\_\_, which includes the large and small arena’s with roping box, stripping chute, return alley, bucking chutes, permanent holding pens, tie-up areas, club house w/kitchen, bathrooms and porta-potties. The space will be available to the Renter during the times/days stated on the face of this contract ONLY; therefore Renter needs to include sufficient time for set up and clean up. Rental Fees are based on 1 day use which should include the set up and clean up time, time beyond this will be charged by an hourly rate of $50.00\* per hour. If vendors are present they must be approved by MHA prior to the date of event. If you or your event attendees will be traveling from a distance and require an overnight stay. This MUST be stated up front and will be an additional fee of **$10 per overnight “dry-camper”** in conjunction, if their animal requires a pen for the night, which also is an additional **$20 per animal**.

DRY CAMPING means NO ELECTRICAL HOOKUPS! NO EXCEPTIONS!!

**Event Information**

Rental Date(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of Event \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time of Event: Start \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ End \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time of Event: Start \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ End \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Expected Attendance \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Setup Date & Time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cleanup Date & Time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

How many corrals if any? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Managed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\**Note: Pens must be left clean and trash free or a $25 cleanup fee will be charged per pen. NO more than one horse per pen and ABSOLUTELY NO overnight turnouts in the arenas.*

**Concession/Catering Information**

Will your event require special catering (i.e. banquet)? Yes \_\_\_\_\_ No \_\_\_\_\_

Concession Menu Recommendations \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*\*Note: Merced Horsemen’s reserves the right to sell concessions at any and all events. All catering needs shall be setup through MHA if permitted.*

In consideration of the payment of the rental fee and the agreement of the Renter to comply with this Contract, MHA agrees to rent the facility to the Renter for the dates and times set forth above and to make available trash cans in the space rented. By signing this Contract, Renter agrees to the following: *(Please initial each section in the underlined area, indicating your agreement to comply with all statements therein.)*

**Initial**

**\_\_\_\_\_\_\_\_ I. Payment**

1. Deposit - A deposit of 50% of Contract total shall be due to reserve your date with completion of this Contract, a copy of your Insurance Liability policy and a $400 clean up deposit *to secure your date(s).* **The remainder of the facility rental fee will be required the day before your event. NO EXCEPTIONS!!** The Deposit total may be refunded upon satisfactory inspection of the rented facility after use. The $400 cleanup deposit will be retained to compensate for any additional cleanup or damages cost attributable to the Renter. **\*ALL equipment must be put exactly back in its original location(s). *chairs, tables, arena panels***
2. Arena Work – ***NO OUTSIDE PERSON SHALL OPPERATE TRACTOR OR EQUIPTMENT.*** If your event requires additional arena work during/throughout, we have these options available;
	1. A qualified operator will be available during your event for $25 an

hour (minimum of 4 hours).

* 1. A qualified operator will be available at a predesignated time during your event for one hour of tractor work for $50. Additional hours to be charged at $25 an hour.

*\*payment should be paid directly to operator before work commences. If additional hours are required, payment should be made at the time of request.*

1. Cancellation/Refund – Once this contract has been submitted and the date(s) reserved the deposit of $250 is forfeited.
2. Returned Checks – There will be a $50 fee for any returned check.
3. Balance Due – The remainder of this Contract must be paid the day before the Contract date of event.
4. Arena Lights – Renter must notify MHA if the lights might be needed prior to event for a fee of ***$25.00 hourly light fee***.

***DO NOT USE THEM TO LIGHT THE PREMISES AFTER THE EVENT IS OVER.***

**\_\_\_\_\_\_\_\_ II. Set Up & Clean Up**

1. Clean – Up – The premises must be left in as good a condition and repair as found at the beginning of the rental period. Clean up is to be no later than the exit time stated on the face of this Contract or you will be charged an excess fee. All trash in and around building must be placed in an appropriate outside trash container. Any that will not fit must be taken out by renter at end of event.
2. Parking –It is the Renters responsibility to designate handicap parking if it is needed at time of scheduled event.
3. Decorations – Except with the prior written consent of MHA, Renter shall not (a) cause or permit the facilities to be injured, marred or in any manner defaced or changed; (b) place any nails, hooks, screws or fasteners in any part of the facilities; (c) place or permit to be placed signs on painted walls in any part of the facilities.
4. Equipment – Renter will set up for the event and all equipment must be removed after the event. **\*ALL MHA equipment must be put exactly back in its original location(s) *chairs, tables, arena panels*** . The MHA is not responsible for any lost or stolen Renters’ property or equipment rented for use by the Renter.

**\_\_\_\_\_\_\_\_ III. Food, Beverage & Products**

1. If you require use of stove/oven in the club house kitchen, **you must state that at time when signing this contract so that the caretaker can light the gas pilot.**
2. Alcohol – Alcoholic beverages may be served in the facilities so long as the Renter applies for, receives and displays the proper permits as required by the *Alcoholic Beverage Commission (ABC)* and assumes all responsibility. **You must have a permit to serve alcohol!**
3. Concessions – MHA reserves the right to operate, license or permit others to operate any and all concessions in MHA facilities.
4. Tobacco – **NO SMOKING** is permitted indoors of MHA facilities AND you must use trash cans to dispose all cigarette butts outside and around the grounds. *If cigarette butts or aluminum can tabs are found on grounds this will forfeit you refundable deposit!!*

**\_\_\_\_\_\_\_\_ IV. Destruction & Damage**

1. Damage – If anyone damages the facilities during the rental period, Renter shall pay for all necessary repairs. This includes any damage to the technical equipment, when operated by anyone other than those authorized by MHA.
2. Destruction – If MHA facilities are destroyed or damaged by fire or any other cause or unforeseen occurrence that shall make the fulfillment of the Agreement impossible, then the Rental Contract shall terminate, payments will be returned and Renter waives all rights to any claims against MHA.

**\_\_\_\_\_\_\_\_ V. Facility Use**

1. Arena’s Ground -- The ground in the arenas will be ready for use when you arrive with the ground having been worked prior. If you require additional tractor work or watering during/throughout your event you will need to specify that prior to your event. **[as specified in Article I,B on page 3]**
2. Compliance – Renter agrees that any use of MHA facilities will comply with all statutes, ordinances, rules and regulations issued by Federal, State and municipal governments, including all rules of the County Police and Fire Departments, and the Alcoholic Beverage Commission.
3. Animal Corrals & Arena’s – If using corrals, it is the Renters responsibility to read and acknowledge grounds rules posted at MHA and make sure all guests abide by these rules.
4. Licenses & Payments – Renter agrees to obtain or collect and to pay and

deliver to the proper governmental agency or regulating authority, any and all license fees, permits, royalties and taxes required in connection with the use of the facilities.

1. Hazardous Material – Renter agrees not to bring on to the premises any material, substance, equipment or object which is likely to endanger the life of or cause bodily injury to any person or property or which is likely to constitute a hazard.

**\_\_\_\_\_\_\_\_ VI. Responsibility & Indemnity**

1. Conduct – The conduct of all program participants and spectators while on MHA property shall be the responsibility of the Renter. Renter also accepts all responsibility for any injury to person(s) or property, or loss of or damage to property or theft of personal property content on MHA premises during the rental period, or resulting there from. Failure by any individual or group to follow all applicable rules and regulations will be cause for eviction. MHA retains the right to evict objectionable persons from the premises. Repeated violations may result in denial of future reservation requests.
2. Indemnity – Renter shall provide a copy of their clubs insurance policy prior to arriving onto the MHA grounds. Renter shall release, indemnify, keep and save harmless, MHA, its agents, officers, or employees from any and all responsibility or liability for any and all damages or injury of any kind of nature whatever (including death) to all persons/animals, whether agents or employees of the Renter or persons attending the events for which the premises have been leased, and to all property damage proximately caused by, incident to, resulting from, arising out of, occurring in connections with, the use by the Renter on the premises. The provisions of this section shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses, including reasonable attorney’s fees.

**By signing this Rental Contract, the Renter acknowledges having read and comprehends this contract, and understands that this Rental Contract is binding on both parties and the organizations they represent.**

**Renter Merced Horsemen’s Association**

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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