

Agreement for B.A.R.A. Facility Use

This agreement is entered into this ___ day of _____, 2012, between the Baker Area Recreation Association (B.A.R.A.) and _____, of _____ (*address*) for the purpose of using the stalls and the arena(s) for a _____ Show to be held on _____, 2012.

The Party renting the facility (Lessee) must provide a certificate of insurance with a minimum amount of one million dollars liability coverage and show both Okaloosa County and the Baker Area Recreation Association, Inc. as additional insured within thirty (30) days prior to the event.

CONDITIONS OF USE:

- The user of the facility is responsible for restoring the facility and grounds to the condition it was prior to the event, to include, trash pickup, cleaning of the arena debris and holding pens after each use. A \$150.00 refundable deposit for clean up is required, and must be received by the facility one week (7 calendar days) prior to the event. The cleaning deposit will be refunded after inspection of the facility and equipment by the maintenance staff following the event.
- The user is responsible for paying for any damages to the facilities and equipment.
- No glass containers or alcoholic beverages are to be used on the facility.
- The “Lessee” shall indemnify and hold harmless Okaloosa County and the Baker Area Recreation Association Inc. their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in conjunction with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the “Lessee’s” negligent performance of the agreement. Nothing contained in this agreement can be deemed by the parties or by a third party to create the relationship of principal and agent, partnership, joint venture or similar relationship between Okaloosa County, The Baker Area Recreation Association Inc. and the “Lessee.”
- This agreement may be terminated at any time by either party, with or without cause, upon written notice given to the other party, provided, that if terminated by the “Lessee” thirty (30) days, prior to the event, written notice of termination must be given to BARA. Notice of termination must be given in writing, and it may, but need not, specify a reason for the termination. Termination shall be effective on the date specified in writing or post mark; most current date will define termination date. In any event, all obligations of lessee with respect to cost incurred by BARA for said event prior to effective date of termination shall survive such termination. Those costs if any will be the responsibility of the “Lessee.”
- The “lessee” will be responsible for collecting any and all charges, including stall rental, and vendor fees, excluding arena rentals and shall be responsible for an accounting of all funds to BARA.

ADDITIONALLY THE PARTIES AGREE AS FOLLOWS:

This contract is entered in good faith. The Baker Area Recreation Association, Inc. releases the stalls and arena(s)

To: _____

Address City State

Phone Area Code Number

Signature (Authorized Official)

By: _____

Ben Smith BARA Board Member

CHARGES FOR THE USE OF THE ARENA AND STALLS ARE AS FOLLOW:

Covered Arena \$250/ a Day (non Equine events)
 \$350/ a Day (Equine and Ticketed Events, such as a concert or circus) for any organization renting the arena for one (1) to five (5) event days.
 Any organization who rents the arena for six (6) to ten (10) event days, per Calendar year will receive a \$25.00 credit, for each day rented towards their final event.
 Any organization renting the arena for eleven (11) or more event days, per Calendar Year will receive a \$50.00 credit, for each day rented, towards their final one or two day events.

A Calendar Year begins January 1 and ends on December 31 of the respected year.

Upper Arena \$125 / Day
 Anyone renting both the upper arena and covered arena, the same day, will be charged a total of \$450.00 a day, less any applicable discounts
 (Lighting Included in the rental charge for both arenas)

Stalls (per stall) \$15.00 per single day, 2 Day Show \$25.00, 3-5 Day Show\$35.00

All horses using the round pens, arenas or bull pens, for the day or over night shall be charged the same fee as if they rented a stall for the day or night.

All shows which rent 50 or more stalls a day shall use both the upper and covered arenas at no additional charge. All shows not renting 50 stalls shall be charged the regular arena rental fee.

All animal health clinics will pay \$1.00 per animal treated or tested.

ALL VENDORS will be charged \$15.00 / Day.

R.V. Hookups will be charged \$12.00 / Day.

Person responsible for renting stalls and collecting fees: _____

Remit to: BARA @ 6120 Barnes Road, Crestview, Fl. 32536

Show:

Arena(s) Rental	\$_____	R. V. Hookups	\$_____
Stalls	\$_____	Vendors	\$_____
Tractor Driver	\$_____	Community Building	\$_____
Clean-up	\$_____	Shavings @ \$8 /bag (in advance)	\$_____
		Total	\$_____

Any show that cancels within 60-30 days prior to the event will be charged ½ the above total fee should the facility not be rented. Any show that cancels within 30 days prior to the event will be charged the above total fee should the facility not be rented. Acts of God excluded from this penalty.