

CONTRACT FOR USE OF THE CARROLL COUNTY EQUESTRIAN CENTER

This agreement is entered into between _____ (“Licensee”) and The County Commissioners of Carroll County, a Body corporate and politic of the state of Maryland (“County”),

1. The Carroll County Equestrian Council (“Council”), under the direction of the Carroll County Department of Recreation and Parks, shall administer this Agreement on the County’s behalf.
2. Licensee shall have the use of the Equestrian Center (“Center”) on _____ between the hours of _____ and _____. If Licensee has only partial use, Licensee’s use includes the following portions of the Center: _____.
3. The fee for Licensee’s use of the Center is _____, which must be paid on or before _____, to the Carroll County Equestrian Council. If payment for rental of the facility and Certificate of Insurance are not received within three (3) days after the due date, a penalty of \$10.00 per day shall be withheld from the security deposit.

Licensee shall furnish a security deposit in the amount of one hundred fifty dollars (\$150.00) at the time this contract is signed. The council may retain any amount or all of the security deposit to defray expenses for any repairs or maintenance caused by the Licensee’s use of the property. The security deposit will be refunded by, _____ after the Council has inspected the property and determined that the facility has been maintained as required. If multiple dates for use of the facility have been booked, the Council will require only one security deposit, which will be returned no later than one month after the last use, provided that none of it has been retained for maintenance, repairs or penalties. If after use of the facility at one of the earlier dates booked, the Council determines that repairs are necessary, and a portion of the security deposit is used, the Licensee shall forward funds to the Council so that at no time will the amount held by the Council as security be less than one hundred fifty dollars (\$150.00).

It shall be the Licensee’s responsibility to make arrangements to obtain the keys for access to the Center and to return those keys within seven (7) days after use of the facility. If the key is not returned within seven (7) days after use of the facility, a penalty of \$10.00 per day shall be withheld from the security deposit.

The security deposit is not refundable in the event that the Licensee cancels the event. If the Council is forced to cancel this Agreement due to weather, Acts of God, or any other reason not within its control, council will promptly refund all monies paid. Council shall not be liable to Licensee for loss of revenues or expenses Licensee incurred related to the lease of the facility.

4. Licensee shall furnish the Council with a Certificate of Insurance from an

insurer having a Best's Guide rating of "A-" VII, or better, or its equivalent. The County shall be named as co-insured for this or any other use of the Center by Licensee.

5. Licensee agrees to carry general liability insurance in the minimum amount of one million dollars (\$1,000,000) with an additional excess liability coverage in the amount of one million dollars (\$1,000,000). A Certificate of Insurance must be provided to the Council thirty (30) days in advance of the scheduled event, _____.
6. Following the event, the Licensee agrees to complete the following immediately:
 - a. Restore the area to good condition, including but not limited to, returning equipment to its proper place, removing all litter, scattering all manure and removing all manure from the rings.
 - b. Closing and locking all ring gates and the main gate.
 - c. Carrying any jumps through the ring gates. Lifting any jumps over the ring fence is prohibited.
 - d. Turning off main breaker and locking the electric panel box.
 - e. Removing all dirt and debris from the building and making sure the door is locked.
7. RULES: Licensee shall ensure that all present obey the following rules:
 - a. No glass is allowed at the Center.
 - b. Dogs must be on a leash.
 - c. No horse shall enter the spectator area, concession stand area, secretary's stand area or under the shade structure. Horses are not allowed on the grass banks around the rings.
 - d. No horse shall be tied to any tree or to any fence.
 - e. The driveway entrance to the facility may not be used for parking.
 - f. Riders using jumps must wear protective, certified ASTM/SEI headgear with an attached harness.
 - g. All minor (persons under the age of 18) riders must wear protective, certified ASTM/SEI headgear with an attached harness.
 - h. All participants must wear appropriate safety attire.
 - i. NO ALCOHOL OR CONTROLLED DANGEROUS SUBSTANCES WILL BE PERMITTED ON THE PREMISES AT ANY TIME.
 - j. No sitting on the fence.
 - k. NOTHING is to be attached in any way to the outside of the building.
 - l. There will be no broadcast over a public address system prior to 7:45 a.m., and facility users shall be considerate of the neighbors in adjusting the volume of the public address system.

LICENSEE MUST HAVE THE SHOW ANNOUNCER MAKE THE PUBLIC AWARE OF ALL RULES AND REQUIREMENTS OF THE CENTER. It is the Licensee's sole responsibility to ensure the public's compliance with the rules and requirements. Licensee and

the Council each have the power to ask any person(s) not complying with the rules and requirements of the Center to leave the grounds.

9. Licensee shall comply with all Federal and State laws governing discrimination including but not limited to, the Americans with Disabilities Act.
10. In advertising or promoting the event, Licensee shall not state or imply that the County or Council is sponsoring or organizing the event. Advertisements and promotions shall clearly identify Licensee as the organizer and promoter of the event.
11. Licensee agrees to hold harmless and indemnify the County and Council, including their respective officers, employees, volunteers, and agents, from any and all liability, claims, costs (including expenses and attorney's fees) and damages arising from Licensee's use of the Center.
12. The County and Council are not responsible for any lost, stolen or damaged property.
13. One handicapped accessible portable toilet will be available at the Center. Any additional portable toilets will be the sole responsibility of the Licensee.
14. All food concession(s) will be provided by the Licensee. Licensee shall obtain all necessary permits from the Carroll County Health Department and furnish Council with copies of same three (3) weeks in advance of the scheduled event.

I, as representative for the above Licensee, do hereby agree to abide by this contract and rules, which we have received, carefully read, understand and acknowledge. I understand the financial penalties, which could be incurred if the facility is not maintained as required. We agree to pay the refundable security deposit at the time the signed contract is presented to the Council. We agree to provide proof of insurance and rental fee, at least thirty (30) days prior to the scheduled event. I understand that the security deposit will be forfeited if we cancel the event.

Signature of Licensee

Date

Name and Phone number of Contact Person
Day of the event, on site.

Signature and Title of individual signing on behalf
of The Carroll County Equestrian Council

Date