

**EXHIBIT 1- GRAND COUNTY FACILITIES
RENTAL AGREEMENT**

GRAND COUNTY OSTA FACILITY RENTAL AGREEMENT

Duties of Renter

Immediately upon entering into possession of the Property, Renter shall inspect the Property for safety and usability of the Property for its intended purpose utilizing the Inspection Report of Facility (see attached Exhibit "A", hereinafter "Inspection"), and Renter shall then immediately report to County any preexisting damage to the Property (contrary to any pre-existing damage shown on the Inspection), or the existence of any danger on the Property which may cause injury to Renter, or Renter's guests. At the end of the rental term, Renter shall clean and restore the Property to its condition before rental, and return possession of the Property to County. If Renter or Renter's guests cause any damage to Property, Renter shall immediately report the damage to County, and Renter shall repair damage during the rental term.

Serving of Alcohol

Renter may serve alcohol on premise when done so in accordance with all Federal, State, and Local laws. Renter shall warrant that all servers of alcohol have the necessary licenses and certificates required to serve alcohol. Renter shall assume all liability in serving alcohol and provide at Renter's sole expense insurance coverage that includes serving alcohol. Proof of insurance shall be submitted sufficient to the County's Insurance Coordinator that liability with serving alcohol is included with insurance coverage. Proof of insurance shall be in the form attached as Exhibit "B".

Limitation of Liability

Renter shall release and hold harmless Grand County from liability for any injury to Renter, resulting from any cause whatsoever, including but not limited to acts of nature and intentional or negligent acts of third parties, but excepting intentional acts of County, and further, Renter shall indemnify and defend County against any claim for loss, damages or injury made by Renter's guests.

Renter also guarantees to have all participants in activities that involve physical exertion shall complete and execute the Participant's release form attached in Exhibit "C" prior to participating in the event.

Breach and Liquidated Damages

If Renter breaches any provision of this Agreement, and damages suffered by County cannot be estimated, calculated, or determined, then Renter shall forfeit the entire Security Deposit to County as liquidated damages. In addition to forfeiture of the Security Deposit, nothing in this provision or this Agreement shall prevent County from pursuing other legal remedies to seek relief or compensation for damages above and beyond the amount of the Security Deposit. The non-breaching party may recover damages including reasonable attorney's fees and costs to enforce the provisions of this Agreement. The parties hereunder consent to the jurisdiction of the 7th District Court in Moab for adjudication of any dispute, transaction or occurrence arising out of this Agreement and the laws of the State of Utah shall govern this Agreement.

Initial

GRAND COUNTY OSTA FACILITY RENTAL AGREEMENT

Termination

Either party may terminate this Agreement by providing written notice 30 days in advance of the termination date. Notice is effective upon receipt. In all cases the County may terminate this agreement in fewer days specified herein when the County is notified that the event for which the facility is rented for will violate or may likely violate any city, county, state, or federal law.

Termination By Damage Not the Fault of Renter

Upon prior written notice of twenty-four (24) hours, effective upon receipt, County may terminate this Agreement and retake exclusive possession of the Property if fire, natural causes or disaster, or a previous renter destroys the Property to the extent that it may no longer be used for its purpose, in which case, County shall return to Renter the Security Deposit and all unused rental fees, calculated on a prorated daily basis.

Special Terms and Conditions

The Property is unique, and as such, may require special terms and conditions in addition to those listed above, which are listed more particularly on the attached Exhibit "D", incorporated within this Agreement by reference, and to which this Agreement is subject.

The County cannot accept any liability during an event for loss of comfort, services, equipment and the like due to weather, accidental shutoffs and breakdowns. Every effort will be made to ensure continuance of an Event through temporary means and preplanning.

IN WITNESS WHEREOF, the parties have executed this Agreement, subject also to the Special Terms and Conditions contained within Exhibits "A", "B", "C", and "D". All photocopies, or fax transmissions of this Agreement shall have the same force and effect as the original, whether executed by the parties contemporaneously or separately and transmitted by fax.

RENTER Dated: ____/____/____

COUNTY Dated: ____/____/____

By: _____

By: _____ (printed name)

Print Name

Address: _____

Its: _____ OSTA Staff _____ (title)

Address: 3641 S Hwy 191 Moab, UT 84532

Phone: (____) _____

Phone: (435) 259-6226

Fax: (____) _____

Fax: (435) 259-7916

Email: _____

Email: ostaevents@gmail.com

Signature

Signature _____

GRAND COUNTY OSTA FACILITY RENTAL AGREEMENT

Exhibit "A" Inspection Report of Facility

Property: **The Old Spanish Trail Arena Recreational Complex 3641 S. Hwy. 191, Moab, Utah 84532**

The County has inspected the Property and found it to be in the condition described below. Renter agrees to inspect the real property immediately upon entering into possession of the real property or the beginning of the term of rental (whichever occurs first), and notify County of any pre-existing damage dangerous condition on the property. Failure by Renter to inspect and notify County shall be construed as a waiver of any future claim for damages and as acquiescence to and the County's inspection.

(Include below a description of various aspects of the property, e.g.: tables, chairs, equipment, carpets, walls, restrooms, etc., that the County will inspect immediately prior to the term)

Exhibit "B" Proof of Insurance

Renter has submitted and the County's Insurance Coordinator has approved the Proof of Insurance to cover the Renter's duty to indemnify, described in this agreement. Proof of insurance is attached in this Exhibit.

Exhibit "C" Participant's Release Form

Renter warrants having all participants in sporting events or activities that involve physical exertion to complete and executed the Participant's Release Form attached in this Exhibit.

GRAND COUNTY OSTA FACILITY RENTAL AGREEMENT

GRAND COUNTY RELEASE AND WAIVER OF LIABILITY AGREEMENT

EVENT(s): _____

Date(s): _____

Location: The Old Spanish Trail Arena 3641 S. Hwy 191 Moab, Utah 84532

IN CONSIDERATION of being permitted to participate in any way in the above named EVENT(s) THE UNDERSIGNED:

- 1. HEREBY ACKNOWLEDGES THAT** the activities of the above named EVENT(S) are very **DANGEROUS** and involve the risk of **SERIOUS INJURY** and/or **DEATH** and/or **PROPERTY DAMAGE** and hereby **ASSUMES** full responsibility for any risk of such injury, death or damage whether caused by negligence of **RELEASEE** or otherwise.
- 2. HEREBY AGREES TO RELEASE FROM LIABILITY, INDEMNIFY, SAVE AND HOLD HARMLESS GRAND COUNTY** (herein, "Releasee"), and each of its designees, agents, and employees, for any loss, liability, damage, or cost they may incur arising out of *or* related to the undersigned's participation in the EVENT(s) whether caused by the negligence of the **RELEASEE** or otherwise.
- 3. HEREBY AGREES TO RELEASE FROM LIABILITY, INDEMNIFY, SAVE AND HOLD HARMLESS Releasee, and each of its designees, agents, and employees,** for any loss, liability, damage, or cost they may incur due to, health, sickness (including the current outbreak of Equine Herpes Virus), injury, or possible death of any pet or livestock, including health concerns that may appear later after the undersigned's participation in the EVENT(s).
- 4. HEREBY AGREES THAT THE RELEASE AND WAIVER OF LIABILITY, HOLD HARMLESS, AND INDEMNITY AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEE, INCLUDING NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEE OR ANY PERSON AFOREMENTIONED.**

I HAVE READ THE FORGOING AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTANDING THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND . UNCONDITIONAL RELEASE OF ALL LIABILITY TO THOSE MENTIONED ABOVE.

I fully understand that there is no RIDER MEDICAL INSURANCE PROVIDED

Signature of Participant

Date

**GRAND COUNTY PARENTAL PERMISSION,
HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT**

Minor Participant: _____

EVENT(s): _____

Date(s): _____

Location: The Old Spanish Trail Arena 3641 S. Hwy 191 Moab, Utah 84532

The undersigned hereby states that he/she is the parent or legal guardian of the above named minor participant, and that the said parent or legal guardian GRANTS PERMISSION for said minor participant to participate in said event(s). Furthermore, the Parent or legal guardian:

1. **HEREBY ACKNOWLEDGES THAT the activities of the above named EVENT(s) are very DANGEROUS and involve the risk of SERIOUS INJURY and/or DEATH and/or PROPERTY DAMAGE and hereby ASSUMES full responsibility for any risk of such injury, death or damage whether caused by negligence of RELEASEE or otherwise.**

2. **HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS GRAND COUNTY, GRAND COUNTY SPECIAL SERVICE DISTRICT, and each agency designee, agent, and employee, for any loss, liability, damage, or cost they may incur arising out of the participation of the undersigned's child or the minor over which the undersigned has legal guardianship in the EVENT(s) whether caused by the negligence of the RELEASEES or otherwise.**

3. **HEREBY AGREES THAT THE HOLD HARMLESS, AND INDEMNITY AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES OR ANY PERSON AFOREMENTIONED.**

4. **HEREBY AGREES TO RELEASE FROM LIABILITY, INDEMNIFY, SAVE AND HOLD HARMLESS Releasee, and each of its designees, agents, and employees, for any loss, liability, damage, or cost they may incur due to, health, sickness (including the current outbreak of Equine Herpes Virus), injury, or possible death of any pet or livestock, including health concerns that may appear later after the undersigned's participation in the EVENT(s).**

I HAVE READ THE FORGOING AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTANDING THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME.

Signature of Participant

Date

Signature of Parent

Date

Exhibit “D”
Special Terms and Conditions

Renter herewith agrees to abide with the following special terms and conditions as described below or a separate page labeled as Special Terms and Conditions and attached to this agreement. If a separate page is attached each page shall be initialed by the County’s authorized agent and renter.

1- User Cleans, Renter is responsible for the cleaning, sanitizing, sweeping and mopping all restrooms that are used (trash, toilet paper, etc), emptying of the trash cans inside and outside of the rented facility, and cleaning of the rented facility as necessary. User is also responsible for putting away any tables and/or chairs that are used during the event. Bleachers and Dugouts must also be cleaned after event. OSTA staff is available to clean user cleans portion of event but event holder will be charged appropriate fees according to the authorized fee schedule. In the event that the event holder would like to have OSTA staff clean before/during/ or after event, OSTA must be informed before the start date of event to discuss what hours are needed for OSTA staff to be present for cleaning. OSTA staff will only be available to clean during the agreed upon hours.

2- Renter is responsible for the set up and take down before/during/and after the event. Renter is also responsible for the care and management of their own equipment. OSTA is not liable for any damages or theft that may occur to renter’s equipment during the event duration. If event holder needs assistance from OSTA staff to assist with set up and/or take down of event, event holder will be charged the appropriate fees according to the authorized fee schedule and should inform OSTA before start date of event to discuss what hours are needed for OSTA staff to be present for assistant with set up and/or take down.

3- NO Banners/Posters/Signs etc. are to be hung on ANY painted surfaces. If Banners/Posters/Signs etc. are hung on any painted surface Renter will be responsible for the Repainting of that area and it will be taken out of the security/cleaning deposit.

4- Renter must allow stall renters, and other customers & clients access to stalls during entire event for the purpose of overnight stall rentals. They will use designated overnight stalls that will be available in upper barn area, unless arrangements have been made prior for event holder to rent all upper stalls. Under those circumstances OSTA will use lower stalls for overnight rentals. In the example of a non-equestrian event rents the full facility, overnight stalls will remain in upper barn area. OSTA will designate the stalls and the 'road' needed to allow trucks with horse trailers to pull through and turn around and exit during the event. If any arenas on facility are not being rented, event holder must also allow local equestrian riders access to arena(s).

5- Contact information from both OSTA and Renter must be provided before Event begins. OSTA employees will only work with Renter's designated representatives and any requests must be channeled through these representatives.

6- No privately owned or personal equipment or property may be left on OSTA property after events conclude unless agreement is made prior. Any item(s) left over 30 days, without agreement of such, shall become the property of Grand County and shall be disposed of according to the law.

7- During the event duration the event holder must **ALWAYS** leave the parking in front of OSTA Office door available for OSTA Staff. That will include **AT LEAST FIVE** vehicle spaces available **AT ALL TIMES**. These spaces have 'OSTA Employee Parking Only' signs and if someone other than an OSTA employee is parked in these designated parking stalls they will be towed at Owners Expense.

I hereby have read and agree to special terms and conditions.

Signature _____ **Date** _____