

GRAND COUNTY FACILITIES RENTAL AGREEMENT

Event Name Malorie Irvin

Event Date November 4th – 6th, 2022

Event Contact Person Malorie Irvin

Contact Person's Cell # (812) 719-9120

Contact Person's Email moabcraggin@americanalpineclub.org

It is the Renter's responsibility to confirm event dates on the OSTA website to ensure accuracy. Go to: <http://www.grandcountytah.net> to view our Calendar.

√	Requirements for your Special Event permit *Some events will not require a Special Event Permit, OSTA will Advise.
3/12	Special Event Application
	Signed OSTA Agreement
8/24	Insurance (Signed w/ required values & Grand County named additional Insured).
7/14	Signed Statement of Authority
3/11	Signed Indemnification Agreement
8/5	Temporary Business License
X	Sales Tax License (SE Sales Tax #)
8/24	Temporary Alcohol Permit (County & State approval required)
8/24	Event documentation: Course Map, Site Map, Schedule of events, Security Contacts, Cleaning contacts with schedule.
	Medical Form – Listing out location of first aid station, receipt of CPR/First Aid Cards, designated person for dialing 9-1-1.
X	EMS Application – if needed for event
	Safety Plan (required for some events at the discretion of OSTA's Director)
	Temporary Business Permit for each out of County vendor (\$25 payable to Grand County)
	All land use permits, along with any UDOT, GCSO, UHP, SAR, OTHER.
	Health Department permit if using non-local, un-permitted food vendor.
	Traffic Control Plan, including copy of shuttle plan if applicable.
	Vendor Spreadsheet if selling merchandise.
	Administrative Fee (determined by number of participants)
	Security Deposit (determined by OSTA)

Old Spanish Trail Arena (435) 259-6226 or (435) 259-1311

Old Spanish Trail Arena Conditions of Conduct

General rules

Children must not be subject to alcohol or drugs in any area that they are occupying.

Children must be supervised at all times.

No walking on bleacher tops by anyone.

No access behind bucking or roping chute areas for any person not involved with an equine event involving roping or bronc/bull riding. Only exception is to retrieve a ball during indoor soccer.

No Drones – Nothing that takes flight

No Bounce Houses

Alcohol

Alcohol must be in plastic cups only (pull rings must be disposed of in trash) No glass or Styrofoam containers are allowed on the arena floor or grass areas. Intoxicated persons will be asked to leave the facility.

Event shut down times

Ballfields events curfew 10:30pm to 7am

Arena events curfew 12am to 7am

Motorized Vehicles

No vehicles are allowed on any concrete (this includes the pavilion and walkway, foot paths, concrete slabs outside arena doors.

Motorized vehicles can access the arena dirt areas when authorized by OSTA staff.

Drivers will not spin motor vehicle wheels on any surface and will obey the speed limits while driving on site. 20mph on roads, 10mph near pedestrians, livestock and near buildings.

Smoking/Vaping

Smoking and Vaping is not allowed in the buildings and within 25 feet of a door or window. Any cigarette butts left in the arena or outside the arena will be the responsibility of the event manager to have them cleaned up.

Building surfaces

Building surfaces equipment and furniture if damaged or removed from site will be paid for by the Renter at the replacement cost. **NO TAPE OF ANY KIND IS TO BE USED!** Please plan for decorations and signs accordingly!

Inappropriate behavior

Anyone that is abusive, argumentative or threatening to another person on site will be removed from the site either voluntarily or by a sheriff's department officer.

Security Deposits

A portion or all of a security deposit will be withheld by Grand County for violation of the above and the time taken to resolve the issue.

OSTA Security

OSTA Staff will be required at cost of event holder for all events where alcohol is served or live entertainment is present, min. of 2 staff.

*****Violation of any rule revokes loss of deposit.**

**GRAND COUNTY
FACILITIES RENTAL AGREEMENT**

This **FACILITIES RENTAL AGREEMENT**, entered into by and between Grand County, a Utah political subdivision (hereinafter “County”), which owns the following facility known as: **The Old Spanish Trail Arena** (“OSTA”) located at 3641 S Hwy 191 (hereinafter “Owner”), and Malorie Irvin (hereinafter “Renter”).

TERMS AND CONDITIONS

Facilities: The Old Spanish Trail Arena Recreation Complex

Purpose of Function: Moab Craggin Classic

Term of Use: Starting November 3, 2022 Ending November 6, 2022 (the “term”)

Total Rental Fees:

Items Charged	# Of Days/hrs	Amount	Amount Total
Pavilion Nov. 4, 5, 6	3	\$200.00	\$600.00
501 C-3 Discount	1	30.00%	\$180.00
Tables (\$2.00 each per day, 26 tables per day)	3	\$52.00	\$156.00
Chairs (\$1.00 each per day, 130 chairs per day)	3	\$130.00	\$390.00
OSTA Staff Cleaning on Friday (4 hours, 2 staff minmum @ \$35 per hour each staff)	4	\$70.00	\$280.00
OSTA Staff Cleaning on Saturday (6 hours, 2 staff minmum @ \$35 per hour each staff)	6	\$70.00	\$420.00
OSTA Security on Friday (4 hours, 2 staff minmum @ \$40 per hour each staff)	4	\$80.00	\$320.00
OSTA Security on Saturday (6 hours, 2 staff minmum @ \$40 per hour each staff)	6	\$80.00	\$480.00
OSTA Staff Final Clean on Sunday (4 hours, 2 staff minmum @ \$35 per hour each staff) If additional cleaning is needed past the 4 hours the additional time will be billed on a separate invoice after event.	4	\$70.00	\$280.00
Orange Fencing \$5.00 per roll (Event Holder is responsible for installing & uninstalling, additional rolls can be billed if needed)	5	\$5.00	\$25.00
<u>Camping fees will be invoiced after event. Fees are as follows:</u>			
Dry Camping - Tent (real tents on the ground, this does not include tents on vehicles) \$20.00 per night			
Dry Camping - Trailer (No Hook-up's), Vehicle, Tent attached to a vehicle \$30.00 per night			
Trailer Camping with Hook-up's (Needs reservations with OSTA) \$35.00 per night			
			\$0
Non-Refundable Administration Fee	1	\$200.00	\$200.00
Total Rental Fee (subject to ticket sales, business licenses, and concession sales)		Sub Total:	\$2,971.00
Refundable security Deposit	1	\$1,000.00	\$1,000.00
Extended total including refundable security deposit		Total:	\$3,971.00

Security Deposit

Renter shall pay to County \$1,200.00 a Security Deposit, \$200.00 of is a Non-refundable Administration Fee pursuant to Grand County Code Section 8.16.100. County shall return the Security Deposit to Renter within thirty (30) days of the termination of this Agreement, subject to forfeiture provisions below. County shall apply the Security Deposit towards the costs of cleaning/damage to the property/furniture in the event the renter returns Property to County in worse condition than the Inspection Report of Facility (hereinafter "Inspection"), attached as Exhibit "B." County may assess additional fees and costs to Renter in the event of damage to the facility, or furniture over and above the cost of cleaning/replacement.

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 "B," 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 or invitees 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. Renter shall include County as an Additional Insured on such insurance policy. Renter shall submit proof of insurance sufficient to the OSTA Director that liability with serving alcohol is included with insurance coverage prior to the event. Each Certificate of Insurance shall be attached hereto as Exhibit C and provide the following: a) designation of the County as an Additional Insured; and b) an endorsement for Waiver of Subrogation. Early cancellation or termination of the coverage hereunder shall constitute default

Licenses & Compliance with Laws

Renter shall obtain and be responsible for all licenses and permits required for the event prior to the commencement of the same. Further, Renter shall comply with all federal, state, and local laws, ordinances and regulations during the event.

Insurance

During the term of this Agreement, Renter shall carry general commercial liability insurance, including bodily injury and damage to the premises, with an insurance company duly admitted into the State of Utah which maintains an A.M. Best rating of “A-” or better with coverage not less than \$1 million each occurrence with a \$2 million combined single limit. Renter shall include County as an Additional Insured on such insurance policy and shall submit proof of insurance to the OSTA Director prior to the Event. Each Certificate of Insurance shall be attached hereto as Exhibit C and provide the following: a) designation of the County as an Additional Insured; and b) an endorsement for Waiver of Subrogation. Early cancellation or termination of the coverage hereunder shall constitute default.

Indemnification

Renter shall release, indemnify, defend, and hold harmless County from any and all claims, losses, judgements, expenses, fees (including attorneys’ fees), and costs asserted against or incurred by County or arising from any action of Renter, its owners, employees, agents, contractors, subcontractors, guests and invitees, or its use of the Facility or this Agreement, regardless of cause, unless due solely by the negligence of the County. 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 “A” prior to participating in the event.

Breach and Liquidated Damages

If Renter breaches any provision of this Agreement, and damages suffered by County are immediately difficult to estimate or determine, 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.

Termination

Either party may terminate this Agreement in advance of the event 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 local, 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.

Holdover

If Renter retains possession of the Property or any part thereof after the Termination of the Term, by lapse of time and otherwise, Renter shall pay to the County a Holdover Fee in an amount equal to one hundred fifty percent (150%) of the Total Rental Fees for each day or part thereof (without reduction for any such partial day) that Renter remains in possession. Renter shall also pay the County all actual damages sustained by reason of Renter's retention of possession. The provisions of this Section do not exclude the County's right of re-entry or any other right hereunder. Any such holdover period shall be subject to all other terms and conditions herein contained.

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 has no liability for loss of comfort, services, equipment and the like due to weather, accidental shutoffs and breakdowns during the Event. Every effort will be made to ensure continuance of the Event through temporary means and pre-planning etc.

Attorneys' Fees

In the event of a legal proceeding to enforce the terms of this Agreement, for each claim, the Court shall award the prevailing party its reasonable collection costs, including attorneys' fees and costs, incurred in enforcing this Agreement and asserting or defending the claim.

Venue and Jurisdiction

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.

Entire Agreement/Amendment

This Agreement, and its exhibits, contain the entire agreement of the Parties with regards to the rental of the Facility and shall be binding and inure to the benefit of each party's respective employees, agents, successors and assigns. This Agreement may not be altered or amended except by a writing duly executed by the Parties. **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, email, 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 email or fax.

Renter -Dated: 8/26/2022

County Dated: August 24, 2022

Signature:  _____

Signature: _____

By: Malorie Irvin **(Printed name)**

By: Angela Book (Printed name)

Its: OSTA Director

Address: 710 10th Street, Suite 100, Golden CO 80401

Address: 3641S Hwy 191 Moab UT 84532

Phone: 812-719-9120

Phone: (435) 259-1311 or (435) 259-6226

Email: moabcraggin@americanalpineclub.org

Email: abook@grandcountyutah.net

Exhibit "A"

Participant's Release Form

GRAND COUNTY RELEASE AND WAIVER OF LIABILITY & PARENTAL PERMISSION, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

EVENT(s): MOAB CRAGGIN CLASSIC

Date(s): 11/4-11/6

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

The undersigned hereby states that he/she is an adult participant or the parent or legal guardian of the below 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).
5. Herby 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, accident to themselves or others, health, sickness, or injury by flying a hang glider, para-gliders, motorized ultra-lite or similar flying machines including health concerns that may appear later after the undersigned's in activities with the before mentioned aircraft/flying machine. Any crash or accident involving yourself or a third party will be your sole responsibility.

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. Adults signature must be added alongside child's name

Table with 5 columns: Adults Name, Adults Signature, Childs Name, Childs Signature. Rows 1 and 2 are empty for signature.

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Note extra pages may be added above.

Exhibit “B”

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. Items identified as unclean prior to event omitted.

(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)

Arena	Ballfields
Furniture cleaned -tables, chairs, chalkboards, carpet, blinds- If used	Furniture cleaned -tables, chairs, chalkboards, carpet, blinds
Building surfaces cleaned -floors, walls, ceilings, windows, bleachers- If used	Building surfaces cleaned -floors, walls, ceilings, windows, bleachers
Building fixtures cleaned - toilets, urinals, basins, mirrors	Building fixtures cleaned - toilets, urinals, basins, mirrors
Garbage’s - pick up all garbage, empty and reline trash cans, trash into dumpsters	Garbage’s - pick up all garbage, empty and reline trash cans, trash into dumpsters
Grounds -pick up garbage and manure.	Grounds - repair damage to grass and fences, pick up garbage. REPORT ANY BROKEN SPRINKLERS.
Arena- No animal excrement left in the arena –must be cleaned up before leaving.	Fields- No animal excrement on the fields – must be cleaned up before leaving
Stalls - clean and remove manure to specified onsite dump	

Exhibit “C”

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.

Renter shall designate Grand County 125 East Center Street Moab Utah 84532 as an Additional Insured on all such insurance policies and provide proof of the same.

Insurance values

Each occurrence	\$1,000,000
Damage to rented premises	\$1,000,000
Personal Injury	\$1,000,000
General aggregate	\$2,000,000
Products Comp/OP AGG	\$2,000,000

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.

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.

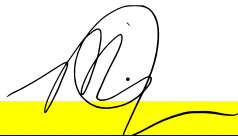
1. **Cleaning:** Renter is responsible for the cleaning, sanitizing, sweeping and mopping of all rented areas. All restrooms that are used need to be re-stocked (trash, toilet paper, etc.), emptying of the trash cans inside and outside of the rented facility, and cleaning of the rented facility as necessary. User is also responsible for putting away any tables and/or chairs that are used during the event. All tables and chairs must be cleaned prior to stacking. Bleachers and Dugouts must also be cleaned after event. OSTA staff is available to clean during 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. If event is using stalls, it is the event holder's responsibility to make sure stalls are cleaned up after event unless otherwise stated in contract. If OSTA staff has to clean stalls and it is NOT stated in contract, event holder will pay a fee of \$5 per stall to be cleaned and a minimum of \$50 for the tractor fee.
2. **Set Up and Take Down:** 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 including all rented OSTA equipment. OSTA is not liable for any damages or theft that may occur to Renter's equipment, or rented OSTA 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. **Banners/Posters/Signs:** 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 if damaged and it will be taken out of the security/cleaning deposit. No tape is to be used to hang up posters and the like and all zip ties etc. shall be placed in garbage during clean up period.
4. **Access to Stalls:** Renter must allow stall renters, and other customers & client access to stalls and or other rentable areas not involved in this event and this for the duration of the entire event. Overnight stall renters use designated overnight stalls that will be available in the central barn area, unless arrangements have been made prior for event holder to rent all central stalls. Under these circumstances, OSTA will use the north stalls for overnight rentals during this event. In the example of a non-equestrian event renting the full facility, overnight stalls will remain in north barn area. OSTA will designate the stalls and the 'access 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 other event renters and local equestrian riders access to arena(s) and areas that are not being rented.

5. **Contact Information:** 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. **Removal of Equipment/Property:** 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. **Staff Parking:** During the event duration the event holder must **ALWAYS** leave the parking spaces in front of the OSTA Office door available for OSTA Staff. That will include **AT LEAST TEN** 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.
8. **Traffic Laws:** All guests, participants and vehicles drivers must obey the laws of the land which also apply on the Old Spanish Trail Arena site. Any infractions will be referred to the Sheriff's Department.
 - Speed limit is 20mph maximum on roads and 10mph maximum around buildings and people. The speed limit is for personal safety of the public and to reduce the advent of dust.
 - No parking in front of Fire Exits or on emergency access roads as agreed with event holders.
 - No speeding, excess noise or burn outs or the like will be tolerated from vehicle drivers.
 - There is no access to and from site for non-street licensed vehicles except by trailer.
 - **No vehicles are permitted on gardens, grass, ponds, pavilion, curb and footpath concrete**
- 9- **Evening Hours:** There is a requirement that all event activity should cease at 12:30 a.m. except for cleaning & security operations for Arena area and 10:30pm at the Ball Fields.

It is the Renter's responsibility to enforce all rules and to protect areas of The Old Spanish Trail Arena community asset being used for their event.

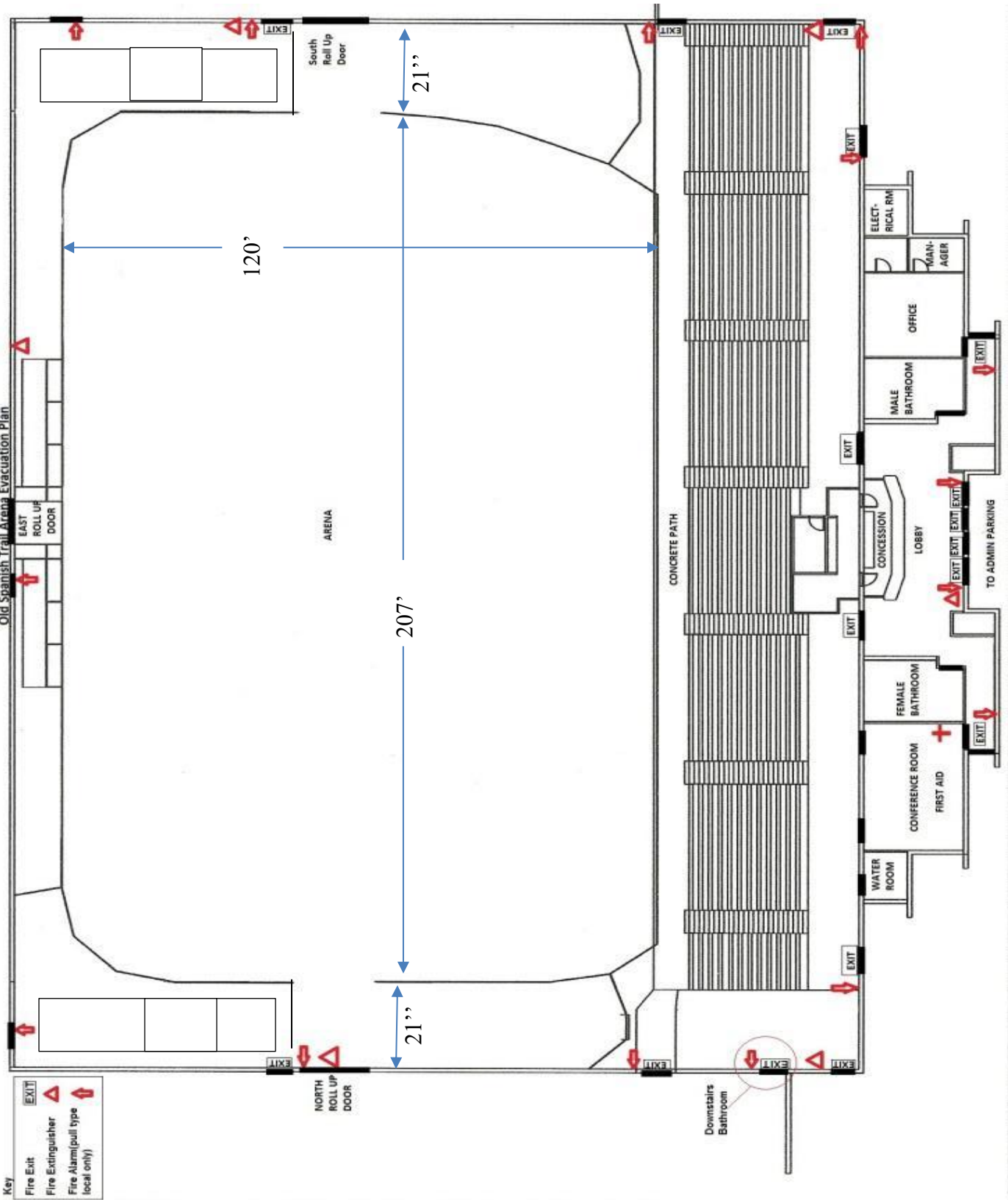
I hereby have read and agree to special terms and conditions.

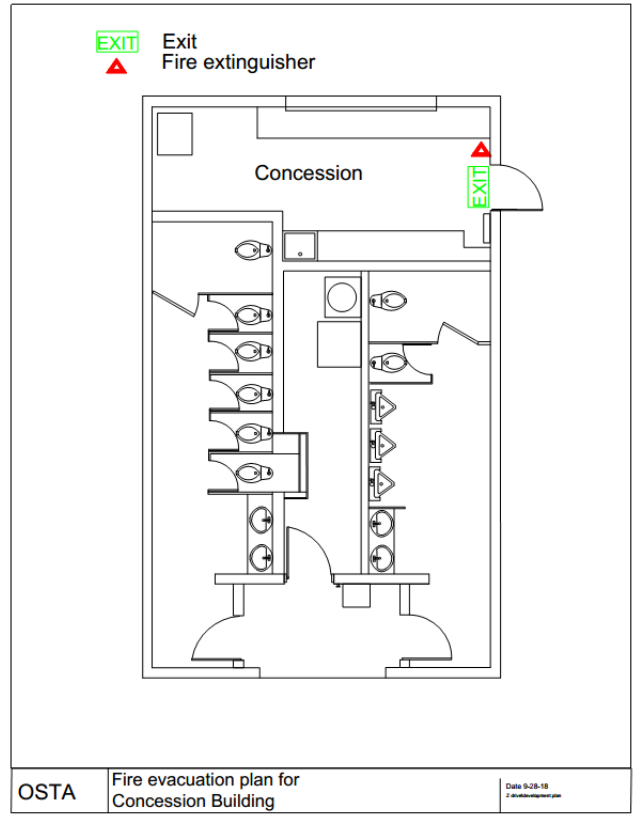
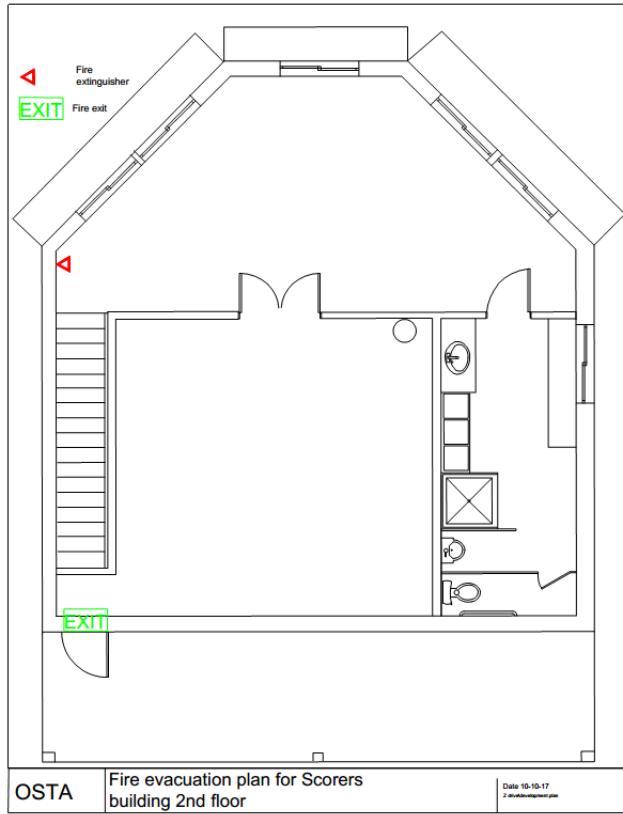


Signature

Date 8/26/2022

Old Spanish Trail Arena Evacuation Plan







In Case of evacuation from the Arena or ball fields area, please go to the safest area near you. Area 1 is the preferred area.

EMERGENCY INFORMATION

THE OLD SPANISH TRAIL ARENA

Emergency Numbers:

911

- ❖ **Grand County Sheriff** (435) 259-8115
- ❖ **Moab City Police** (435) 259-8938
- ❖ **Moab Fire Department** (435) 259-5557
- ❖ **Grand County EMS** (435) 259-1301
- ❖ **Poison Control** (800) 222-1222
- ❖ **Moab Veterinary Clinic** (435) 259-8710

Event Location:

**The Old Spanish Trail Arena
3641 South Highway 191
Moab, Utah 84532**

Urgent Care Services:

**Moab Regional Hospital
450 West Williams Way
Moab, Utah 84532**

Directions to Hospital:

- **Starting on US-191 N**
- **Head northwest on US-191 North**
- **Turn left onto W 100 S/1st S st**
- **Continue to follow W 100 S**
- **Take the 2nd left onto Williams Way**
- **Arriving at 450 W Williams Way**
- **Total: 5.7 miles – about 9 minutes**

Arena Contact Info:

Angie Book OSTA Director (435)259-1311(office) or (707)980-3082(cell)
Greg Poor OSTA Assistant Director (435)259-6226 or (435)773-2110

- ✓ **Please contact arena personnel after calling emergency responders.**
- ✓ **For all building related problems, please call arena personnel.**