

Heard County Covered Arena

P.O. Box 40

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FACILITY USE GUIDELINES AND LEASE/USER AGREEMENT

RESERVATIONS:

Reservations are tentative until the lease agreement is approved by Heard County. No reservation is final until all documentation and a **reservation fee of half the total owed for the rental** have been received by the Heard County Commissioners office. No space other than the requested and approved space per this agreement will be allowed to be used during the rental period. The Arena Director shall be the designated representative/employee of Heard County charged with the duty of overseeing the arena.

FEES:

1. Rental fee rates are listed below.

<u>Description</u>	<u>Daily Fees per room/area/space</u>	<u>Amount Owed</u>	<u>Org. Rep. Initials</u>
Arena	\$600.00 (8:00 a.m. until 10:00 p.m.) \$ 50.00 per hour for each additional hour after 10:00 p.m. \$325.00 (Half Day/4 Hours) \$100.00 per hour for each additional hour over four (4) hours		
Concessions	Daily Fee – \$200.00 Two propane bottles will be available for \$25.00 each and remain the property of the Heard County Arena. Cleaning Deposit Fee - \$100.00 Concession Trailer: Daily Fee – \$200.00		

	<p>Concession trailer may be used as a vendor for event and not be deemed a concession trailer. Example: (sno-cone, cotton candy, etc.) Sole determination as to the concession trailer being a vendor is left up to the discretion of Arena Director.</p>		
Stalls	<p>Daily Fee – \$35.00 (Includes one bag of shavings)</p> <ol style="list-style-type: none"> 1) Shavings - \$8.00 per bale. Only shavings purchased from Heard County Arena are permitted. No outside shavings/straw is allowed in the complex. 2) Maintained under Arena Director unless negotiated with Lessee. Lessee would set their own rental rates <u>only</u> on the number of stalls denoted in the rental agreement. <p><u>Please note that the stalls denoted are for the permanent stalls which total 52. If additional stalls/panels are used this will have to be negotiated with Arena Management.</u></p>		
RV Sites	<p>Daily Fee – \$30.00 (includes electric and water) Maintained under Arena Management unless negotiated with Lessee. Lessee would set their own rental rates.</p>		
Vendor Sites	<p>Daily Fee – \$50.00 Half-Day/4 Hours – \$25.00</p>		
Open Arena	<p>Daily Fee – \$15.00 per rider</p>		
Trail Riders	<p>Daily Fee – \$15.00 per rider</p>		
Rental of Total Complex	<p>Arena + Stalls (52) + RV Sites (32) + Vendor Sites (5) + Concession = \$2,600.00</p> <p style="text-align: right;">Total \$2,600.00</p> <p>501(c)3 organizations receive a 20% discount on total pricing.</p> <p>*REQUIRED: The booking log shall be initialed by the person booking the event, and the individual event venues must be listed in writing and attached hereto as part of this agreement.</p>		
	Total:		

All participants entering the arena grounds should obey all applicable Georgia Equine laws. Proof of a Negative Coggins test is required and must be presented, if requested, at any time.

EVENT RULES:

1. DAILY EVENTS:

When booking a date(s) for a daily event the applicant/lessee will be assigned the requested date(s) tentatively and such dates shall not be confirmed until all documents and fees are received by the County Commissioners Office. The Lease\User Agreement should be filled out completely and returned to the Commissioner's Office or to Arena Director within thirty (30) days after the booking date. If this is not completed the date(s) will be deemed as OPEN. Sixty (60) days prior to the scheduled event one half the total venue deposit shall be paid. Any vendor space(s) or accommodations not designated in the lease\user agreement remain under the authority of the Heard County Arena. The balance of the deposit\rental agreement shall be paid in full within ten (10) days of the event date unless other arrangements are negotiated with the Arena Director to show cause. Cancellation of a reservation thirty (30) days or less prior to an event will receive no refund.

2. TWO-DAY EVENTS:

Two-day events will be treated as a daily event and fall under the above noted guidelines for daily events.

3. HALF-DAY/4 HOUR EVENTS:

When booking the date(s) an application for use/contract should be presented to the Commissioner's Office or to the Director of the Arena within thirty (30) days after requesting a date(s). The application may list multiple event dates, if applicable. This will guarantee your event date. Full payment for each event will be due ten (10) days prior to the scheduled event. No refunds will be given for cancellations made after this date. Half-day rentals for Saturdays and Sundays shall not be accepted until ten (10) days prior to the event date.

4. OPEN ARENA:

Open Arena will be available for riders when an event is not scheduled. The times available for Open Arena may vary depending on hourly rental, cleaning, maintenance, and preparation for upcoming events. Riders are encouraged to check the calendar on the Arena Facebook Page before traveling to the arena. If no evening event is occurring, Open Arena riders may ride during safe daylight hours.

RULES AND REGULATIONS:

1. **Concession Stand.** A cleaning fee for the concession stand shall be charged and due at the time of reservations. The cleaning fee is refundable providing the concession stand is properly cleaned following the event. Heard County 4-H and Booster clubs, and other non-profit government affiliated entities approved by the Board of Commissioners are permitted to use the gas grill free of charge. Food service concessionaires must comply with all Board of Health regulations.

2. **Vendors.** Vendor sites shall be limited to one vendor only. There shall be no assignment or subletting without written approval of Arena Director.

a. Lessee will provide vendor list (if applicable) to the Arena Director at least two weeks prior to the event for approval.

b. All vendors must be approved by the Arena Director. Vendors offering any items of a sexually explicit nature or other items determined to be inappropriate for family consumption will not be allowed. The decision of the Arena Director will be final.

c. Food service concessionaires/vendors must comply with all Board of Health regulations and must be approved by Arena Director.

3. **Clean up.** User must have trash cleaned up and arena vacated at the end of their lease period and if a full day rental, no later than 10:00 p.m. The facility should be left in the condition in which it was found, with any trash bagged and placed in dumpster. Facilities will be inspected immediately following all events. If facility is deemed satisfactory, the clean-up fees will be refunded by the lessor. If the facility is deemed unsatisfactory, the clean-up deposits will be retained. The decision of the Arena Director is final.

4. **Barn Use.** Heard County Barn is equipped with 52 stalls to lodge animals. Riders or participants are not authorized to lodge any animal in these stalls without paying the rental fee in advance. Extra bales of shavings are available for purchase at the going rate. Only shavings provided by Heard County shall be used in stalls. Rental of the entire barn for an event by a Lessee may be permitted at a negotiated rate to be determined by the Arena Director. Riders shall be dismounted, and horses be "led only" when entering and leaving the barn. User's should read and adhere to the rules posted at the barn.

5. **Hook-ups for Trailers\RVS.** Heard County has 32 sites with 30/50-amp power and water. Trailer and RV's should not occupy these sites without paying the rental fee in advance. Rental of the entire site for an event by a Lessee may be permitted at a negotiated rate to be determined by the Arena Director. The riding of horses and tie ups within the confines of these sites is prohibited. The use of generators after 10:00 p.m. is not allowed without approval of the Arena Director.

6. **Cancellations.** Cancellations due to weather or unforeseen circumstances not the user's fault shall be refunded, otherwise, cancellations less than thirty (30) days prior to the event will not be refunded.

7. Security. Security is mandatory during show hours for events where near capacity crowds are expected or money is collected. Twenty-four-hour security is required for specialty shows leaving inventory in the facilities overnight. Security for other events will be required at the discretion of the Arena Director. Security/Emergency Medical Services arrangements must be made at least thirty (30) days prior to the event. The User is required to contract with, and pay directly, the provider of Security/EMS for their services. The number of security officers/Emergency Medical Services personnel will be determined by Arena Director based on the type of event, patron/participant safety and traffic control requirements.

8. Insurance. Users charging admission, taking orders or selling merchandise, distributing food or events with a high-risk factor must agree to carry comprehensive liability insurance with a company authorized to do business in the state of Georgia. Minimum insurance coverage must be consistent with the type of event being scheduled. Coverage must also protect the User and show Heard County Government as additional insured during the period of the event. All lease agreements must contain waivers of liability and should be reviewed thoroughly by the User. Individuals leasing the arena on an hourly basis for private use are required to sign the attached Release of All Claims.

9. Sponsorships. Heard County reserves the right to enact a sponsorship program that grants various advertising rights with in and about the Arena property.

MISCELLANEOUS:

1. Riding scooters is prohibited on the premises.
2. No tents shall be erected, or anchor stakes of any kind placed without prior approval of the Arena Director. Lessee shall be responsible for any cost incurred as a result of damages to infrastructure such as electrical, water, irrigation or sewer lines.
3. The following items are strictly prohibited on the premises: fireworks, illegal drugs, alcoholic beverages, glass containers, air horns and any other items or articles which may detract from the safety and enjoyment of exhibitors and spectators as determined by the Arena Director.
4. Only licensed vehicles with licensed operators will be permitted at the arena.
5. The loading/unloading areas are to be kept free of debris. Parking in this area shall be limited to the time necessary for loading and unloading. No parking is allowed in the loading/unloading areas around the arena except for trailers being used for the event. Fire lanes must always remain open and accessible.
6. ALL AISLES AND EMERGENCY EXITS MUST BE KEPT OPEN AT ALL TIMES. Vehicles shall not be parked adjacent emergency exits or risk being towed, fined or both.
7. No animals/pets are permitted in the area of the concession stand.
8. No littering. Trash receptacles are available for your convenience.
9. Refuse from livestock trailers cannot be emptied in the arena parking lots or on the arena property. All such material must be removed from the premises.

10. All equipment or material brought to the site must be removed at the end of the event.
11. All the parking duties, security and emergency medical services requirements must be handled by the Lessee, unless otherwise agreed upon between Arena Director and User.
12. Only authorized personnel shall enter closed areas, storage buildings, maintenance buildings, mechanical rooms, electrical rooms, etc. without approval from Arena Director.
13. **NO CONFETTI MAY BE USED FOR ANY PURPOSE.**
14. No use of tape, nails, tacks, staples, brads, screws etc. may be driven into any portion of the facility for the purpose of attaching decorations or hanging tack, supplies, feed buckets, etc. No changes, repairs, painting, staining, or alterations that will change the finish, appearance or contours of the buildings will be permitted without the consent of the Arena Director.
15. Horses are prohibited in public spectator areas, specifically all food service and spectator seating areas.
16. The Arena Director's decision on all questions of policy is final.
17. **MISUSE OF THE ARENA BY THE LESSEE\USER WILL RESULT IN A STRICTLY ENFORCED BAN OF THAT LESSEE\USER FOR FUTURE ARENA EVENTS.**
18. **SMOKING OR VAPING IS PROHIBITED WITHIN THE CONFINES OF THE ARENA.**
19. **NO LOITERING, VULGAR ACTIONS OR LANGUAGE WILL BE TOLERATED.**

GENERAL GUIDELINES

Heard County reserves the right, at any time, to order the removal of any persons, animals, furniture, fixtures, wiring, exhibits or other items, and to terminate the lease agreement without notice or liability. User accepts the facility in good order and agrees to return it to the Arena Director in the same condition, normal wear accepted. The User will be liable for any and all damages caused through its own action or the acts of any of its employees, agents or anyone visiting the facility upon the invitation of the User, as well as damages caused to the facility. Heard County will furnish air conditioning, heating and lighting, and restrooms will be adequately stocked and maintained with respect to the intended use. However, the Arena Director shall consider both the burdens placed by the intended use and the reasonable needs of the User and may result in added fees as determined by Arena Director. The failure to furnish these services shall not abrogate the agreement and shall not entitle User to any rebate in rental fees. The Arena Director reserves the right to review any contracts between Users and other parties involved in their events. No portion of the facility may be sub-leased out by the User without approval of the Arena Director. The User may use no building for any purpose other than as specified on the lease agreement. The User and his/her representative must remain at the facility until the event is over and all participants, spectators, equipment and/or property have

been removed. The Arena Director must pre-approve any exceptions to this policy. The User is responsible for providing ticket sellers, and/or parking lot attendants, as needed. The User is to have an approved agent available to receive and ship all freight within the contracted hours of use. Freight will not be accepted prior to the contracted dates without prior approval of the Arena Director. Heard County will not be responsible for any freight shipped to or from the facility. Heard County staff is not required to assist with loading or unloading event equipment or materials. Injuries, breakage, damage, missing property or equipment should be reported to the Arena Director immediately. Heard County assumes no responsibility for items left by users or lost and found items. Property will be disposed of at the discretion of the Arena Director. The Arena Director reserves the right to monitor the attendance and to limit the admission, should the facility reach capacity. If a performer does not appear or perform, as advertised, the promoter will explain to ticket holders the reason for the cancellation and will make refunds, as requested. The Arena Director must pre-approve any vehicles inside the facility or on paved areas. No gasoline, explosives, oils or artificial lights are permitted in the buildings or on the grounds without the consent of Arena Director. Any and all items, objects or materials that may create a fire hazard or be detrimental to the fire protection of the facility, to include open fires, are prohibited. After unpacking, all boxes and packing material must be removed from the facility. No person or object may obstruct the sidewalks, passageways, halls, stairways, seating areas and exits. This is strictly enforced by the Fire Marshall. County furniture and/or equipment (this includes office equipment) are not to be moved by anyone except county personnel and are not to be used without the consent of the Arena Director. Anyone found abusing, destroying or removing Heard County property will be barred from the premises. No exhibit may be displayed outside the facility or suspended from permanent fixtures without the consent of the Arena Director. Large trucks, house trailers, tractor-trailers or signs may not be placed on the property without the consent of the Arena Director. Nothing in this lease\user agreement shall be construed to prohibit the Department of Public Safety, Health Department or any other agency of Heard County, its agents or its employees from entering the leased premises for the purpose of discharging their lawful duties. Failure of User to comply with any term or condition of this agreement shall constitute a default by User. In the event of any default by Lessee this lease\user agreement may be immediately terminated, at the option of the Arena Director. Whether or not the lease\user agreement is terminated by the Arena Director (or otherwise), Heard County shall be entitled to recover the full amount due under the lease\user agreement, recover damages from the User for the default, re-enter, take possession of the leased premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender. The foregoing remedies are cumulative and shall be in addition to and shall not exclude any other remedy available to Heard County under applicable law. User shall indemnify and defend and hold harmless Heard County, its agents, employees and assigns from any claim, loss or liability arising out of or related to any activity of the User on the leased premises or any condition of the leased premises in the possession or under the control of the User. Heard County shall have no liability to User for any injury or damage caused by third parties, or by any condition of the leased premises.

Lessee has read this lease\user agreement and any and all attachment hereto and understands and accepts all the terms and conditions thereof.

HEARD COUNTY, GEORGIA:

USER:

Heard County (Lessor)

By _____

Arena Director

(Company)

(Cell phone)

(Home phone)

(mailing address)

RELEASE OF ALL CLAIMS

I, _____

(Printed name/company)

Do hereby release, acquit and forever discharge Heard County, Georgia, its agents and assigns, from any liability now accrued or hereafter to accrue on account of any and all claims or causes or action which I/we now or may hereafter have for personal injuries, damage to property, loss of services, medical expenses, contribution, indemnification, losses or damages of any kind and every kind including acts of nature whatsoever, now known or unknown that may hereafter develop, by me/us arising from my presence and use of the Heard County Covered Arena facilities owned by Heard County.

Executed this _____ day of _____, _____.

WITNESS: _____

_____ (Signature)

_____ (Address)