



FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT ("Agreement") is entered into by and between Black Spur Equestrian Center ("Black Spur") and _____ ("Lessee") for the purpose of conducting an event described as _____ ("Event").

Grant of Lessee

Black Spur grants Lessee the use of select portions of the Black Spur equestrian center ("Facility") as identified in Exhibit 1 and specifically selected and marked below by Lessee:

- | | |
|--|--|
| <input type="checkbox"/> Indoor Riding Arena (A) | <input type="checkbox"/> Outdoor Riding Arena - Main (B) |
| <input type="checkbox"/> Outdoor Riding Arena-Training (C) | <input type="checkbox"/> Community Room (D) |
| <input type="checkbox"/> Wooded Trail (E) | <input type="checkbox"/> South lawn (F) |
| <input type="checkbox"/> Southeast lawn (G) | <input type="checkbox"/> East lawn (H) |
| <input type="checkbox"/> Available stalls for overnight rental | <input type="checkbox"/> Arena Lighting |
| <input type="checkbox"/> Indoor P. A. System | <input type="checkbox"/> Outdoor P.A. system |
| <input type="checkbox"/> Indoor folding tables/chairs | <input type="checkbox"/> Outdoor picnic tables |

Term of Agreement

The date(s) of the Event and term of this agreement are _____.

Facility Lease Fee

- Daily lease of entire Black Spur Equestrian Center (areas A, B, D-H) \$350.00 per day
- Daily lease of Indoor Riding Arena only (areas A, D, F, G, H) \$225.00 per day
- Daily lease Outdoor Riding Arena – Main only (areas B, E, F, G, H) \$225.00 per day
- Daily lease Outdoor Riding Arena – Training only (areas C, E, F, G, H) \$225.00 per day

Additional Fees:

Daily use of horse stall (shavings not included)	\$25.00 per stall per day
Bag of Shavings	\$9.00 per bag

There is no charge for the use of the P.A. system, concession equipment and appliances, indoor tables and chairs and outdoor picnic tables. Lessee will be charged for the repair or replacement of property damaged during the event.

The facility fee and all additional fees are due and payable on the day of the event.

Deposit

A Deposit of \$100 is due along with this signed Agreement to secure the Event date(s). This is a **nonrefundable deposit**.

Facility Use

Lessee shall have use of the Facility under the following conditions and sole purposes:

1. Lessee shall use the Facility in accordance with the terms and conditions of this agreement, the Black Spur Rules and Policies (Exhibit 2) and applicable federal, state and local laws, ordinances, rules and regulations. The Event shall be conducted in a manner that does not endanger persons or property. Lessee shall cooperate with Black Spur in ensuring public safety.
2. Black Spur maintains the right to exercise control over the Facility at all times, including the right to enforce applicable policies, rules and regulations. Lessee acknowledges and agrees that Black Spur employees and boarders may use any portion of the Facility for any purpose whatsoever and at any time during the term of this Agreement, provided that such use shall not unreasonably disturb Lessee's use of the Facility as provided in this Agreement.
3. Lessee or its authorized agent(s) must be present at Black Spur to accept delivery of all equipment and supplies for the Event. Lessee or its authorized agent(s) must remain at the Facility for the entirety of the Event.
4. Black Spur shall provide maintenance and services to the Facility in accordance with its routine schedule and standards for the buildings and arenas. Lessee shall reimburse Black Spur for all additional maintenance and services required due to property or Facility damage during the time Lessee is using Facility (setup – event – cleanup).
5. Black Spur is not responsible for loss or damage to any personal property of Lessee or guests, agents, volunteers or invites located on Black Spur property. Black Spur has the right to remove, place in storage or dispose of any such personal property left at Black Spur at the Lessee's expense following the conclusion of the Event.

Indemnification. Lessee releases and agrees to defend, indemnify and hold harmless Black Spur from and against all claims, actions, damages, judgements, fines, liabilities and expenses (including attorney's and other professional fees) arising from or in connections with Lessee's use of the Facility; the negligent or wrongful acts of Lessee's employees, volunteers, agents, vendors, contractors or invitees, or Lessee's failure to perform or comply with the covenants, terms, conditions or limitations of this Agreement.

Insurance. Lessee shall provide Black Spur with a certificate of insurance no less than 30 days prior to the Event which includes Event Liability Insurance with a minimum limit of \$1,000,000 per occurrence or Commercial General Liability Insurance with a minimum of \$1,000,000 per occurrence. Lessee shall maintain insurance for the entire term of this Agreement. The policy shall provide that the insurance coverage shall not be canceled, modified or non-renewed before the end of the term of this Agreement without written notice to Black Spur.

Obligation at End of Agreement. Lessee shall, upon the expiration or earlier termination of this Agreement, cease use of the Facility and leave it in the same good condition as on the initial date of possession by Lessee, normal wear and tear expected. Property not removed by Lessee within the timeframe stated in this Agreement will be considered abandoned and Black Spur may dispose of it as it deems appropriate without liability to Lessee or others. Lessee shall reimburse Black Spur for any and all costs Black Spur incurs to repair any damage to the Facility, its buildings or equipment arising or connected with the Event.

Limitation of Black Spur Liability. In no event shall Black Spur be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the agreement. Black Spur's total liability for breach of this agreement is the fee payable by the Lessee as set forth in this Agreement.

Force Majeure. No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances including, without limitation, terrorists acts, war, insurrection, embargos, governmental restrictions, acts of governmental authorities, and any other cause beyond the control of such party.

Use of Black Spur logo. Lessee agrees not to use the Black Spur name or logo without the advance written permission of Black Spur in each instance except for the limited purpose of identifying the location of the Event.

Concessions; Food and Beverage. Should Lessee choose to sell or provide food and/or beverages during the Event, Lessee shall do so only from the designated concession area inside the Community Room and must follow the rules and regulations as described in Exhibit 3. Lessee is responsible for all finances incurred with food and beverage concessions as well as the financial reporting to all applicable governmental agencies. If Lessee chooses to have a licensed vendor sell food and/or beverages at the Event, this decision must be approved by Black Spur no less than 45 days before the Event.

Sale of Novelties/Auction/Fundraising. Lessee is responsible for all permits and/or licenses required to engage in the sale of novelties, raffle tickets, auction items and any other related fundraising activities.

Notices/Changes to this Agreement. All notices or requests to change this Agreement shall be in writing and shall be delivered personally, by email or United States mail to the address below.

Black Spur Equestrian Center
15711 13th Street
Milan, IL 61264
Attn: Jenny Garlach
Email: Blackspurec@gmail.com

In Witness Whereof, Black Spur Equestrian Center and Lessee have executed this Agreement as of the date set forth.

Black Spur Equestrian Center

Lessee: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Fee Worksheet

RENTAL AREA	NUMBER OF DAYS	TOTAL AMOUNT
Black Spur Equestrian Center (A, B, D-H)		
Indoor Riding Arena Only (A, D, F, G, H)		
Outdoor Riding Arena – Main Only (B, E, F, G, H)		
Outdoor Riding Arena – Training Only (C, E, G, G, H)		
Outdoor P.A. System		No charge
Indoor P.A. system		No charge
Concessions area		No Charge
Indoor tables and chairs		No Charge
Outdoor picnic tables		No Charge
Stalls desired for event		Fee will be charged to each individual and is not part of fee for event lessee.

Total from worksheet above	\$ _____
Deposit due with signed Agreement to secure date(s)	\$ _____
Less Sponsorship credit	\$ _____
Total due on day of Event	\$ _____

Exhibit 2



The following Rules will be followed by everyone while on the property of Black Spur Equestrian Center:

- 1) No Smoking
- 2) No offensive language
- 3) All children under the age of 12 must be supervised by an adult at all times
- 4) Do not use others belongings without their permission
- 5) Do not open or enter a stall or paddock without horse owner or barn manager's permission
- 6) Communicate with others regarding shared areas: cross ties, arenas, grooming area, etc.
- 7) Do not feed anything to anyone's horse without their permission
- 8) Horses must have a halter and lead rope on when out of their stall or pasture - no loose horses
- 9) All riders must sign a release before mounting a horse
- 10) Clean up all messes you or your horse make
- 11) People under the age of 18 must wear a helmet while riding
- 12) Hard soled footwear must be worn while riding
- 13) All animals that do not reside at Black Spur Equestrian Center must be on a leash
- 14) Horses may not be turned out in arenas – turnout available in turnout paddock
- 15) Black Spur closes at 10:00 p.m. and arenas close at 9:30 p.m.
- 16) Report any unsafe condition to Black Spur management immediately
- 17) Park vehicles on gravel drives, parking lots and designated parking areas only
- 18) If you have questions or need help, please see Black Spur manager

Exhibit 3

Concession Stand Rules and Regulations

- 1) Every worker handling food **MUST** wear polyethylene or vinyl food prep gloves
- 2) Every worker must wash hands before beginning work in concession stand
- 3) No smoking, eating or drinking while working in the concession area
- 4) Food and beverages may be stored in concession area only through event set up and clean up. Please speak with manager if there is a need to store food or beverages earlier or later.
- 5) Entire community room/concession prep and serving area needs to be cleaned once event is over. (wipe down counter, tables and chairs, wash all utensils and serving appliances, remove all food and beverages from freezer and refrigerator, sweep floors, place all trash in receptacles)
- 6) Lessee is responsible for all food, beverages and finances associated with concession sales.
- 7) Black Spur Equestrian Center will provide use of refrigerator, freezer, electric roaster, serving counter, 3 bay sink with detergent and sanitizer, tongs, slotted spoon, spatula, disposable gloves.
- 8) Lessee must follow Department of Health regulations regarding type of food and beverages prepared and sold at concession.

Department of Health Food and Beverage Regulations for Black Spur Equestrian Center Concession Area

All food and beverages must be from an approved source (**no home prepared foods are permitted at any time**).

No uncooked food will be permitted to be cooked or sold from the concession area.

Food and beverages are to be kept at proper temperatures at all times. Use thermometers provided to monitor this. (refrigerator: 41 degrees or colder - Electric roaster: 155 degrees or hotter)

All service wear needs to be disposable (napkins, plates, silverware, cups) and stored at counter level.

Wash and sanitize serving utensils every 2 hours. 1)detergent wash 2)clean water rinse 3)sanitizer rinse

Condiments: use individual packets or pump or squeeze bottles. Onions or relishes need to be served by concession worker directly to consumer.

Keep all food covered and protected from air born hazards.

Lessee Organization: _____

Lessee Representative: _____ has read and agrees to comply with above rules and regulations pertaining to the concession food and service of the food.

Authorized Signature of Lessee

Date