

EVENT CONTRACT

LATIGO TRAILS EQUESTRAIN CENTER, LLC hereinafter referred to as Latigo, or its assigns, as the Lessee and operator Latigo, will permit certain specified uses upon all or a designated portion of Latigo, subject to the conditions as described herein. Latigo's staff and management will have access at all times to all portions of Latigo used by Licensee.

This Event Contract (the Contract) is made _____ day of _____ by and between: _____

Name of Organization _____
Person Responsible _____
Address _____
Phone number _____
Cell Phone _____
E-mail Address _____

hereinafter referred to as LICENSEE, and Latigo, hereinafter referred to as LICENSOR.

PURPOSE AND DESCRIPTION OF EVENT:

EVENT DATES (including set up and clean up periods:)

Set-up date _____ Event Start Date _____ Finish Date _____
Clean-up Date _____

EVENT HOURS: Start time _____ Finish time (approximate) _____

EVENT FEE: See attached rental and service calculation

DEPOSIT: **Note:** All deposits are none-refundable if cancellation occurs, for any reason, within _____ days of the Event.

DAMAGE/CLEAN UP DEPOSIT:

Refundable in whole or in part only if the Licensee fulfills its obligation to vacate the premises in good condition as determined by joint agreement of Licensee and Licensor, before Licensee leaves the premises after Event.
\$ _____

CLEAN UP CHARGE: (AS APPLICABLE) Licensee agrees to pay Licensor \$25 per hour for clean up services if the facilities used for the Event are not returned in good condition. as when Licensee entered the premises, as determined by joint agreement of Licensee and Licensor before Licensee leaves the premises after Event. in its sole discretion. Any clean up charge will be deducted from the Damage/Clean Up Deposit. If such Deposit does not cover the clean up charge, Licensee agrees to pay such additional charge for Licensor's clean up services.

FINAL PAYMENT: To be made by Licensee immediately at the conclusion of the Event, unless approved under the Special Conditions section of this Contract. Licensee will be assessed a monthly charge of 10% of the final billed amount, compounded monthly, until final payment has been made to Licensor. If Licensee fails to make any payments on a timely basis for any reason, Licensee shall reimburse Licensor for any expenses that it incurs in pursuing payment in full, including but not limited to attorney fees, collection fees and court costs.

CANCELLATION: If Licensee cancels the Event for any reason whatsoever within _____ days of the Event, all deposits and fees received by Licensor by the date of cancellation will be non-refundable. Additionally, Licensee shall be responsible to Licensor for any and all expenses incurred by Licensor on behalf of Licensee prior to the date of cancellation. Retention of deposits and fees due to cancellation will not prevent Licensor from recovery of additional damages and expenses from Licensee due to cancellation of the Event.

LICENSEE DUTIES AND RESPONSIBILITIES:

- 1 All Event Set Up.
- 2 Clean up, including all facilities used and parking areas.
- 3 During the dates and hours specified herein for set up, the Event hours and clean up, Licensee is permitted access only to the Event areas specified herein for the purpose of conducting the Event.

- 4 Upon the expiration of the period of reserved use for this Event, Licensee shall vacate the reserved portions of Latigo to the Licensor in good condition. Clean up should include all trash in proper reciprocals, all Licensee products and equipment removed from premise.
- 5 Licensee shall be responsible for the overall conduct of its employees, agents, participants, guests, contractors and spectators involved in the scheduled event. Licensee, its employees, agents, contractors, participants, guests and spectators shall use the premises in a safe, careful and lawful manner and shall not perform any act or allow any act to occur during the term of this Contract that will in any way alter, mar, deface, damage or injure any part of the premises. Any such damage caused to Latigo, premises, or equipment provided that occurs during the reserved period will be invoiced to Licensee at Licensor's cost of repairs plus 20%.
- 6 Licensee shall be solely responsible for setting up the Event, for conducting the Event and for clean up, including but not limited to scheduling, advertising, ticket sales, traffic control, parking, crowd control, security and on-site medical services, as well as for all labor, materials and expenses related to the conduct of the Event.
- 7 Licensee shall be solely responsible for making application, paying fees and for the securing of all necessary licenses and permits as required by state and local laws, ordinances and regulations, including but not limited to requirements of public health, safety, fire, sheriff and taxing entities.
- 8 Licensee shall be responsible for insuring that all persons on the Premises for the Event observe and conform to all state and local codes, regulations and statutes, including those related to alcoholic beverages, as well as the rules and regulations of Latigo.
- 9 Licensee shall be solely responsible to have all of Licensee's employees, agents, contractors and participants sign a Waiver, Release and Hold Harmless Agreement provided by Licensor. Such signed forms shall be submitted to Licensor prior to the completion of the Event.
- 10 Licensee shall not assign or sublet its interest in any portion or all of this Contract without the prior written consent of Licensor.
- 11 Licensor shall not contract with outside vendors, concessionaires, contractors, sub contractors or purveyors of goods and services unless specified in the special conditions section of the Contract. In the event such approval is granted by Licensor, Licensee shall ensure any such third party is in compliance with the terms of this contract; however, Licensee shall remain responsible for any violation of this Contract by any such third party.
- 12 Licensee shall insure its personal property, including vehicles and equipment, brought onto the premises and shall indemnify and hold Licensor harmless from any loss or damage to such property.

INSURANCE: Licensee shall provide liability insurance coverage in limits of not less than \$1,000,000 combined single limit bodily injury and property damage coverage and shall name Licensor, Pikes Peak Range Riders Foundation Holdings Inc. (PPRRF Holdings), Inc., Pikes Peak Range Riders Foundation, and Diamond Bit, Inc., their successors and assigns, as additional insured's under this coverage. Licensee shall provide Licensor with a copy of its insurance certificate showing Licensor, PPRRF Holdings, Pikes Peak Range Riders Foundation, and Diamond Bit, Inc., as additional insured's no later than two weeks prior to the Event. If no proof of insurance is provided, Licensor, at its sole option and discretion, may cancel the Event .

CONCESSIONS: Licensor or its assigns shall operate all food and beverage concessions. All revenues from food and beverage concessions shall be retained by and belong to the Licensor. If Licensee wishes to have food and beverage concessions during the Event, Licensee must guarantee to Licensor a \$500 per day minimum sales revenue.

CONCESSIONS: RESTAURANT If food or beverages are desired for the event all details and purchases must go through Kenny Backstano at "The Grill at Latigo". If another vendor is to be used for these items the Licensee must get approval from Kenny only. Work 719-488-3283 or Cell 719-651-4909

LIQUOR: No alcoholic beverages of any kind may be brought onto Latigo by any person or entity. All alcoholic beverages sold, used or consumed on the premises must be purchased and served by Licensor or its designee. Failure by Licensee to comply with this provision and to assist in its enforcement may result in the immediate loss of use of Latigo by Licensee and the cancellation of the Contract with no refunds. Licensee shall remain liable for all fees under the Contract. Licensee must indicate the following on all advertising and show bills: **Absolutely no alcoholic beverages may be brought onto the grounds or removed from the grounds. Alcoholic beverages may be available for purchase and consumption on the grounds.**

MODIFICATIONS: In the event that additional work is required to prepare Latigo for Licensee due to snow or other natural or unnatural occurrences, Licensee shall reimburse Licensor for such costs. Additionally, if Latigo must be altered from its standard set up to meet the needs of Licensee, Licensee shall incur all related costs for such set up, break down and clean up.

RELEASE AND INDEMNIFICATION: Licensee, on behalf of itself, its successors, representatives and assigns, hereby releases and shall full protect, defend, indemnify and hold Latigo Trails Heritage Centre, LLC (Latigo) PIKES PEAK RANGE RIDERS FOUNDATION HOLDINGS INC. (PPRRF Holdings), INC., DIAMOND BIT, INC., and THE PIKES PEAK RANGE RIDERS FOUNDATION, their respective affiliates, officers, directors, members, employees, agents, vendors, concessionaires, representatives, successors and assigns, harmless from and against any and all claims, demands actions and costs (including litigation expenses, attorney fees, and court costs) of any kind that occurs or may hereafter accrue, directly or indirectly, arising out of or relating in any way to Licensee's Event at Latigo, including, without limitation, any personal injury, death or property damage to Licensee, Licensee's employees, agents, participants, invitees, contractors and spectators of the Event.

RIGHT OF ENTRY: Licensor reserves the right to have its employees, agents and assigns enter upon the premises at any time for the purpose of inspecting Licensee's operation and activities and to perform maintenance.

PARKING: All parking revenue derived from Licensee's activities at Latigo shall accrue to the benefit of Licensor.

TICKETING: All ticketing must be approved by Licensor.

USE OF LOGO: An official logo for Latigo and logo use specifications will be provided to Licensee. Licensee must use these items for all advertising and promotion.

PERMANENT ADVERTISING: Licensor retains the right to sell and display permanent advertising throughout Latigo. Such advertising shall remain displayed at all times and shall not be removed, covered or obstructed by Licensee.

GOVERNING LAW AND VENUE: In the event of a dispute arising out of the Contract, the laws of the State of Colorado shall govern. Venue shall be in El Paso County, Colorado.

SPECIAL CONDITIONS: Use attachment if necessary

RENTAL AND SERVICE FEE CALCULATION

FACILITIES & EQUIPMENT TO BE USED:		Price List	Licensee Cost
1	<input type="checkbox"/> Indoor Arena Event Office PA system indoors Arena Surface Prep Arena Restrooms Warm-up Arena	*\$650 *The \$650 fee is based on a 10 hour day. If the event goes over 10 hours it is \$50 per hour additional fee.	_____
2	<input type="checkbox"/> Gallery	\$35	_____
3	<input type="checkbox"/> Community Room	\$75	_____
4	<input type="checkbox"/> Warm-up Arena	\$100	_____
5	<input type="checkbox"/> Rodeo Arena	\$400	_____
6	<input type="checkbox"/>		_____
	Pa system		
7	<input type="checkbox"/> Other - specify _____		_____
8	<input type="checkbox"/> Other - specify _____		_____
9	<input type="checkbox"/> Other - specify _____		_____
10	<input type="checkbox"/> Other - specify _____		_____
11	<input type="checkbox"/> Other - specify _____		_____
TOTAL			\$ _____

ADDITIONAL SERVICES TO BE USED:		PRICE LIST
1	<input type="checkbox"/> Arena surface maintenance during event	\$50 _____
2	<input type="checkbox"/>	_____
3	<input type="checkbox"/> RV hook-ups	\$20 _____

4 Other - specify _____
 5 Other - specify _____

TOTAL _____ \$ -

VENDOR-EXHIBITOR SPACE:

TOTAL _____ \$ -

RENTALS:

			Licensee Cost
1	<input type="checkbox"/> Stalls	Per Night	\$25 _____
2	<input type="checkbox"/> Stalls	Per Day	\$10 _____
3	<input type="checkbox"/> *Shavings	*If shavings are desired for stall please coordinate with Bob. Cost per bag.	\$8.00 _____

Market Value Prices

1	<input type="checkbox"/> Tables	How Many	_____	_____
2	<input type="checkbox"/> Chairs	How Many	_____	_____
3	<input type="checkbox"/> Parking Control		_____	_____
4	<input type="checkbox"/> Port o potties		_____	_____
5	<input type="checkbox"/> Extra Trash Bins		_____	_____
6	<input type="checkbox"/> Tents		_____	_____
7	<input type="checkbox"/> Bleachers	Seat How many	_____	_____
8	<input type="checkbox"/> Other - specify		_____	_____
9	<input type="checkbox"/> Other - specify		_____	_____
10	<input type="checkbox"/> Other - specify		_____	_____

TOTAL _____ \$ -

ANY OTHER REQUEST NOT LISTED IN ANOTHER AREA.

OTHER - specify _____

OTHER - specify _____

OTHER - specify _____

TOTAL _____ \$ -

TOTAL CONTRACT COSTS \$ -

ENTIRE AGREEMENT: This Contract contains the entire understanding between the parties hereto and no modification, amendment, innovation or other alteration to this Contract shall be valid or of any force or effect unless mutually agreed to in writing by the parties.

AGREED TO BY:

Licensee

Date

Licensor

Date