

**BOULDER CITY HORSEMEN'S ASSOCIATION (BCHA)
LIVESTOCK PEN RENTAL AGREEMENT**

This agreement must be signed by any member wishing to rent Livestock Pens from the BCHA. All signers (collectively the "Renters") are responsible for compliance with this agreement. Complete all sections, initial at the bottom of each page, and sign the signature page at the end of this document.

1. LIVESTOCK PEN AND ADJACENT AREA INFORMATION:

1 CORRAL DRIVE, BOULDER CITY, NV 89005

2. LIVESTOCK PEN RENTER INFORMATION:

Name of Livestock Pen Renter: _____ Lot#: _____

Cell: _____ Home: _____

Email: _____

Address: _____

3. CONDITIONS OF USE:

A. This is a six (6) month rental contract and can be renewed for additional six (6) month intervals providing that all provisions of this contract were met in the previous six months. Should either party cancel this contract prior to expiration no monies will be refunded. There will be no more than 15 animals per pen in the 4 large pens on the south side of the arena. There will be no more than 5 animals in pens located on the east side of the arena.

B. The rate of \$_____ per six months payable on the first day of agreement. If not paid by the first day this contract will be deemed invalid and Renters will remove animals immediately.

- i. Rates- \$200 for each large pens (no more than 15 animals)
- \$100 for each small pens (no more than 5 animals)

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- C. Renters shall indemnify, defend, and hold harmless the BCHA, its officers, employees, and members from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renters use or occupancy of the Livestock Pens. Renters shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renters use or occupancy of the Livestock Pens and adjoining property to the BCHA, in writing and as soon as practicable. Renters waives any right of recovery against the BCHA, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renters shall not charge results of "acts of God" to BCHA, its officers, employees, or members. Renters waive any right of recovery against the BCHA, its officers and members for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renters use or occupancy of the Livestock Pens and adjoining property; even if the BCHA, its officers, employees, or agents seek recovery against Renters.
- D. Renters are solely responsible for supervising all individuals entering or interacting with livestock, Livestock Pens and adjoining property. The BCHA is not responsible for providing this supervision. However, the BCHA may evict individuals from the Livestock Pens and surrounding property if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.
- E. Renters shall be responsible for all clean-up of the Livestock Pens and removal of manure, including adjacent grounds, throughout the course of the rental, and at a minimum of every three (6) months. Renters using their own equipment and labor shall scrape and dispose of all manure by hauling it to the landfill. It will not be placed in the BCHA dumpster. Renters will leave the Livestock Pens and surrounding area free of all trash and litter.
- F. Renters shall leave all fixtures and panels in good working condition. Renters shall not store any equipment or materials at the Livestock Pens or adjoining property without the prior written approval of the BCHA and its members. Renters shall be responsible for any and all damage to the Livestock Pens and adjacent grounds and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renters shall be charged for any and all janitorial and/or repair fees incurred by the BCHA as a result.
- G. Renters shall not use BCHA equipment, tools, or furnishings located in or about the Facility.
- H. Renters shall comply with all local, state, and federal laws and regulations related to the use of the Facility.

- I. If Renters violate any part of this agreement or reports false information to the BCHA, the BCHA may revoke the contract and Renters shall forfeit any and all monies paid.
- J. The BCHA may impose additional requirements through an amendment as deemed necessary to protect the health, safety, and/or welfare of the community.
- K. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- L. In the case of bull, all fencing must be secured to disallow any entry other than authorized personnel and railing must be reinforced to ensure animal cannot escape. Only one bull per pen.

By the signature/s below I am either a Lot/Lease Holder of the BCHA, or a Renter of the BCHA. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature of Livestock Pen Renter: _____

Print Name of Livestock Pen Renter: _____

Date: _____

BOARD APPROVAL - PRINT AND SIGN

President _____

Vice President _____

Secretary _____

Treasurer _____ 1

Year Board Member _____ 1

Year Board Member _____ 2

Year Board Member _____

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