

**TUXON RANCH  
EVENT CONTRACT**

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

The Event Contract is made \_\_\_\_\_ day of \_\_\_\_\_ by and between:

Name of Organization \_\_\_\_\_

Person Responsible \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Hereinafter referred to as LICENSEE, and the Ranch, hereinafter referred to as LICENSOR.

**PURPOSE AND DESCRIPTION OF EVENT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EVENT DATES:** (including set up and clean up period)

Set up date \_\_\_\_\_ Event Start Date \_\_\_\_\_ Finish Date \_\_\_\_\_

Clean Up Date \_\_\_\_\_

**EVENT HOURS:** START TIME \_\_\_\_\_ FINISH TIME \_\_\_\_\_

**EVENT FEE:** SEE ATTACHED RENTAL AND SERVICE CALCULATION

**DEPOSIT:** All deposits are non-refundable if cancellation occurs, for any reason, within \_\_\_\_\_ days of event.

**DAMAGE/CLEAN UP DEPOSIT:** \$ \_\_\_\_\_ Refundable in whole or in part 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 \$85 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. 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 45 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. Permitted access only to the Event areas specified herein for the purpose of conducting the Event.
4. Upon the expiration of the period reserved for the Event, Licensee shall vacate the reserved portions of the Ranch to the Licensor in good condition. Clean up should include all trash in proper reciprocals and all Licensee products and equipment removed from premise.
5. Licensee shall be responsible for the overall conduct and safety of its employees, agents, participants, guests, contractors and spectators involved in the scheduled event. Licensee, its employees, agents, contractors, participants, guests and spectators shall the use the premises in a safe, careful and lawful manner and shall not perform 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 the Ranch, 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, conducting the Event and for clean up; including but not limited to scheduling, advertising, ticket sales, traffic control, parking, crowd control, security, insurance, and on-site medical services.
7. Licensee shall be solely responsible for making application, paying fees and for securing all necessary licenses and permits as required by state and local laws, ordinances and

regulations, including but not limited to requirements of public health including COVID Regulations, safety, fire, sheriff and taxing entities.

8. Licensee shall be responsible for insuring that all persons on the premises for 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 the Ranch.
9. Licensee shall be solely responsible to have all Licensee's employees, agents, contractors and participants sign a Waiver, Release & Hold Harmless Agreement provided by Licensor. Such signed forms shall be submitted to Licensor prior to the Event.
10. Licensee shall not assign or sublet its interest in any portion or all of this Contract without prior written consent of Licensor.
11. Licensor shall not contract with outside vendors, concessionaires, contractors, sub-contractors or purveyors of goods and services unless agreed to 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, Tuxon Ranch, LLC their successors and assign additional insureds under this coverage. Licensee shall provide Licensor with a copy of its insurance certificate showing Licensor, Tuxon Ranch, LLC as additional insured 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 Event and deposits will be forfeited.

**CONCESSIONS:** Unless agreed upon in the Special Condition Section of the Contract, Licensor shall operate or contract all food and beverage concessions. All revenues from food and beverage operations shall be retained and belong to the Licensor.

**LIQUOR:** No alcoholic beverages of any kind may be brought onto the Ranch by any person or entity. All alcoholic beverages sold, used or consumed on the premises must be purchased and/or 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 the Ranch by the 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.**



**RENTAL AND SERVICE FEE CALCULATION**

<b><u>FACILITIES &amp; EQUIPMENT TO BE USED:</u></b>	<b><u>PRICE:</u></b>	<b><u>LICENSEE COST:</u></b>
Indoor Arena:	\$1,000 (8hrs) Or \$250/HR	_____
Arena Surface Prep		
PA System		
Arena Restrooms (100ppl)		
Hospitality Suite:	\$100 (8hrs)	_____
Hospitality Suite w/arena camera & TVs	\$150 (8hrs)	_____
Event Office:	\$35	_____
Warm Up Arena:	\$75	_____
Outdoor Arena:	\$_____	_____
Arena Surface Maintenance During Event:	\$50hr/\$250 (8hrs)	_____
Other:_____		
Other:_____		
Other:_____		
Other:_____		
Other:_____		

**ADDITIONAL SERVICES TO BE USED:**

Campground w/ hook ups:	\$45 night	_____
Stall Rentals:	\$30 night per horse	_____
Vendor exhibitor space:	\$50 per day	_____
Other:_____	\$_____	_____
Other:_____	\$_____	_____
Other:_____	\$_____	_____
Other:_____	\$_____	_____

**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 PRINT & SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LICENSOR PRINT & SIGNATURE

\_\_\_\_\_  
DATE