

1202 Douglas Munro Blvd.

Cle Elum, WA 98922

 **PARK USE AGREEMENT**

**(4-H Club Master Form Adopted 5-10-11)**

Date

Issued By:

Leslie Thurston, Operations Manager

Washington State the Horse Park Authority
PO Box 2078
Woodinville, WA 98072
(425) 486-0272
operations@washingtonstatehorsepark.org

Name of Event:

Date of Event:

WHEREAS, the parties, WASHINGTON STATE HORSE PARK AUTHORITY, hereinafter referred to as “the HORSE PARK’, and **Washington State University Extension Youth 4-H Development,** through its **4-H Club** hereafter referred to as “EVENT SPONSOR” are desirous of entering into a contract for the use of the HORSE PARK premises by the EVENT SPONSOR for an event identified herein,

Now THEREFORE, in consideration of the payment of the fees set out in the Attachment A by EVENT SPONSOR and the mutual covenants hereinafter set forth, the HORSE PARK will make its facilities available to EVENT SPONSOR for the days and uses identified herein, according to the following terms and conditions.

EVENT SPONSOR

Name: **Washington State University Extension Youth 4-H Development, through its** **4-H Club**

Representative:       Title**:**

Address:

Cell Phone:

E-mail Address:

**A. FACILITY RESERVATION**

1. This agreement is for the use of the HORSE PARK facilities (arenas, open trail obstacles, stalls, parking, etc.) and services identified in **Attachment A**. Any facilities or services not identified in Attachment A as being provided by the HORSE PARK shall be the responsibility of EVENT SPONSOR. The HORSE PARK reserves the right to grant use agreements for facilities not covered by this agreement to other event sponsors for the same dates, so long as such use does not directly preclude the EVENT SPONSOR’S use of the contracted HORSE PARK facilities.

2. Confirmation and securing of event dates requires payment of a **$****deposit** made out to and received by the HORSE PARK by      . The deposit will be applied toward the use fees charged for the event per Attachment A; however, the deposit will be non-refundable if the EVENT SPONSOR cancels its date(s).

**B. EVENT ACTIVITIES**
EVENT SPONSOR may not change or add to its proposed schedule any other sanctioned or unsanctioned event activity that was not published in its original documents without specific application for that activity being made to the HORSE PARK and approval granted.

**C. EVENT DATE ARRIVALS AND DEPARTURES**

This Event’s coverage period shall begin at       on       for purposes of set-up, and end at       on      . Event participants arriving the evening before the event or staying over the evening after the event will be charged the applicable stall and hook-up fees as set forth in Attachment A.

**D. RISKS AND INSURANCE COVERAGE**

1. EVENT SPONSOR shall ensure all participants are aware of the HORSE PARK Rules and Regulations as set forth in **Attachment B** and shall provide a copy to each participant before or at time of Event registration.

2. EVENT SPONSOR shall ensure the following specific language is contained in the Event registration form or other form signed by each and every participant before the Event begins:

 Release of Photographic and Video Images

(Check One)

 \_\_\_\_\_\_I hereby give permission to Washington State Horse Park and those acting with its authority the unrestricted right and permission to use, publish and republish any photographic or video images of me, my minor child(ren) and/or my horse(s) for promotional and marketing purposes of the Horse Park. I also permit the use of any printed material in connection therewith and relinquish any right to review or restrict its use or publication.

\_\_\_\_\_I do NOT give permission or consent to use any photographic or video images of me, my minor child(ren) or my horse(s).

3. No activities of any kind will be permitted on the HORSE PARK premises unless proper and adequate insurance has been obtained by EVENT SPONSOR. Proof of adequate insurance shall be an absolute condition precedent to the use of the HORSE PARK by EVENT SPONSOR. The HORSE PARK shall immediately notify EVENT SPONSOR if EVENT SPONSOR’S insurance coverage is found to be unsatisfactory.

4. EVENT SPONSOR Insurance Coverage.

a. The EVENT SPONSOR shall provide proof of insurance with a Certificates of Insurance described further herein not less than fifteen (15) days prior to the event. EVENT SPONSOR is also responsible for confirming insurance coverage of all vendors at its event as set out further in paragraph 5 below. The HORSE PARK's insurance carrier, Markel Insurance Company, may request further insurance information and verification in order to clarify the nature and extent of coverage obtained by EVENT SPONSOR.

b. The Certificate of Insurance must provide proof of a policy in force for the insured show/event for:

 1. General Liability coverage for bodily injury and property damage with a minimum of one million dollars ($1,000,000) each occurrence/ two million dollars ($2,000,000) combined single limit.

2. Products – Completed Operations of one million ($1,000,000) limit

3. Damage to Rented Premises $50,000 minimum

4. **Medical Expenses of $5,000 any one person; in the event this coverage is not available then EVENT SPONSOR agrees to indemnify and hold the HORSE PARK harmless from Medical expenses incurred by anyone person.**

c. The Certificate of Insurance and/or policy must include:

(1) A description of the show/event to be held at the HORSE PARK, including.

the date(s) of the show/event.

OR

(2) A blanket statement that applies to all covered shows/events occurring within a specified period of time. A BLANKET CERTIFICATE (CRT 11-927 DATED 5-11-11) COVERING ALL 4-H ACTIVITIES AT WSHP HAS BEEN ISSUED BY THE STATE’S RICK MANAGEMENT DEPARTMENT.

d. For events covered by a Master policy, EVENT SPONSOR must obtain a statement from the Master policy underwriter or other confirmation to verify that the EVENT SPONSOR is covered by the Master Policy to the limits described above. Otherwise, EVENT SPONSOR must purchase a separate insurance policy and provide proof of same to THE HORSE PARK.

e. The HORSE PARK, the City of Cle Elum and Suncadia, LLC shall be named as additional insureds on the policy and listed as follows on the Certificates of Insurance; the original individual Certificates will be provided to each party named below, with a copy to the HORSE PARK:

Washington State Horse Park Authority and Foundation

*Physical address of event*:

1202 Douglas Munro Blvd.

Cle Elum, WA  98922

*Mailing address for certificate:*

PO Box 2078

Woodinville, WA 98072

City of Cle Elum

Attn: Matt Morton, City Administrator

119 W. First St.

Cle Elum, WA   98922

Suncadia, LLC

Attn: Kim Renfro

4244 Bullfrog Road, Suite 1

Cle Elum, WA   98922

5. VENDOR Insurance Coverage

a. The EVENT SPONSOR’S Certificate of Insurance shall describe all vendors covered by the policy. Vendors not covered by EVENT SPONSOR’s policy must provide their own Certificates of Insurance to the EVENT SPONSOR, who shall forward them to the HORSE PARK no later than **48 hours** before the event.

b. The Certificate of Insurance from the vendor must show evidence of the same information as indicated above in section 4.

 **E. OTHER EVENT SPONSOR RESPONSIBILITIES**

1. EVENT SPONSOR shall enforce the HORSE PARK rules and regulations as set forth in **Attachment B**, and cooperate with the HORSE PARK in the enforcement of those rules and regulations.

1. EVENT SPONSOR shall provide its promotional flyer, preliminary prize list or other description of its proposed event prior to releasing it on its website or otherwise distributing it externally. This will ensure there are no misunderstandings or misrepresentations about use of facilities or fees.
2. EVENT SPONSOR will be responsible for security from the arrival of the first horse to the departure of the last horse.
3. EVENT SPONSOR agrees to provide one or more responsible adults or security personnel who shall be present from the time of arrival of the first horse on the grounds of the HORSE PARK until such time as all horses have left the grounds at the conclusion of the show/event. An authorized adult representative of EVENT SPONSOR must be on the grounds to locate exhibitor’s stalls, enforce proper parking rules, etc.

1. EVENT SPONSOR will not undertake or permit any activity which jeopardizes the rights of the HORSE PARK pursuant to its ground lease of the HORSE PARK property from the City of Cle Elum. Upon request, the HORSE PARK will furnish a copy of its lease to EVENT SPONSOR at any time.
2. EVENT SPONSOR is responsible for obtaining any licenses, permits or other enabling documents which may be in connection with EVENT SPONSOR use of said premises.

7. EVENT SPONSOR shall not occupy or use the Facility except as provided in this Agreement.

8. EVENT SPONSOR shall comply with all legal requirements which arise in respect of the Facility and the use and occupation thereof.

9. EVENT SPONSOR shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.

10. EVENT SPONSOR hereby agrees that the HORSE PARK shall not be responsible in any way for the acts and/or omissions of any one or all of the HORSE PARK’S Third-Party Contractors.

11. EVENT SPONSOR shall not make any alterations or improvements to the Facility without the prior written consent of the HORSE PARK. Any alterations or improvements of whatever nature made or placed by EVENT SPONSOR to or on the Facility, except movable trade fixtures, shall, at the option of the HORSE PARK, (i) be removed by EVENT SPONSOR, at EVENT SPONSOR's expense, immediately upon the conclusion of the Event, or (ii) become the property of the HORSE PARK. The HORSE PARK may, at its election, accept delivery of property addressed to EVENT SPONSOR only as a service to EVENT SPONSOR, and EVENT SPONSOR will indemnify, defend, and hold harmless the HORSE PARK for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. The HORSE PARK assumes no responsibility whatsoever for any property placed in the Facility, unless the property is damaged due to HORSE PARK’s gross negligence or willful misconduct. Notwithstanding anything to the contrary set forth herein, EVENT SPONSOR shall be solely responsible and liable for any and all Losses arising out of any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

12. The HORSE PARK shall provide EVENT SPONSOR with an itemized list of damage charges due to EVENT SPONSOR’S use, additional security charges, additional clean-up fees, etc. no later than ten (10) days after EVENT SPONSOR use of premises.

13. To the extent permitted by law, if a exhibitor, visitor, or vendor, damages the HORSE PARK property, the EVENT SPONSOR shall be responsible for payment if the individual does not pay the HORSE PARK by the end of the event.

14 EVENT SPONSOR shall provide an accounting of the actual number of stalls and RV spaces used, and complete payment by the 4-H Club for all facilities charges within ten (10) days of the event, unless payment is due from WSU, in which case, payment shall be made within thirty (30) days of the event.

15 CIVIL RIGHTS ACT. During the performance of this Agreement, each party shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated there under, in addition to all applicable state and local ordinances concerning Civil Rights, and there will be no discrimination on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, sexual orientation (including gender identity), age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability.

16. AMERICANS WITH DISABILITIES ACT. With respect to any Event at the Facility, EVENT SPONSOR recognizes that it is also subject to the provisions of the ADA. EVENT SPONSOR represents that it has viewed or otherwise apprised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas, and other conditions of the Facility as adequate for EVENT SPONSOR's responsibilities under the ADA. EVENT SPONSOR shall be responsible for ensuring that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability, and configuration insofar as EVENT SPONSOR modifies, rearranges or sets up in the Facility in order to accommodate EVENT SPONSOR's usage. EVENT SPONSOR shall be responsible for any of its violations of the ADA, including, without limitation, those that arise from EVENT SPONSOR's reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate EVENT SPONSOR's usage. EVENT SPONSOR shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with an Event are in compliance with the ADA.

**G. THE HORSE PARK RESPONSIBILITIES**

1. The HORSE PARK will prepare stalls pursuant to **Attachment A**.
2. The HORSE PARK will water and condition arenas and collecting areas as needed prior to the event and again as provided for in **Attachment A**. Please include in the show/event schedule time for ring maintenance as herein agreed periodically during the day. EVENT SPONSOR shall assist in vacating arenas to enable maintenance activities to be completed.
3. The HORSE PARK manager and maintenance personnel may, but are not required to, assist EVENT SPONSOR in running its show/event, other than to provide the services contracted for. Services not contracted for which the Horse Park opts to provide upon verbal request from EVENT SPONSOR may incur an additional cost, as agreed between the two parties.

**H. REVENUES AND COSTS.**

The HORSE PARK shall retain all revenues generated in connection with RV hook-ups, stall rentals and the sale shavings. Rental of RV hook-ups and stalls must be arranged with/through the facility.

**I. HOLD HARMLESS AND INDEMNIFICATION**

EVENT SPONSOR agrees to indemnify the HORSE PARK, the City of Cle Elum and Suncadia LLC and hold them harmless for claims, loss, liability, or expense incurred or monies which they may become obligated to pay as a result of any injury to any person or damage to property that may occur as a result of EVENT SPONSOR using the premises of the HORSE PARK. The agreement to indemnify and hold the HORSE PARK, the City of Cle Elum and Suncadia LLC harmless shall be in addition to the requirements for insurance coverage set forth in the paragraphs above.

**J. CONSTRUCTION OF THIS AGREEMENT**

This Agreement is subject to, and shall be construed in accordance with, the laws governing the State of Washington. In the event of a dispute, the parties agree that the courts of the State of Washington shall have exclusive jurisdiction in the interpretation and/or enforcement of this Agreement. Any complaints shall be filed in Kittitas County, and shall be subject Mandatory Arbitration pursuant to the Washington State Superior Court rules.

**K. MISCELLANEOUS**

Waiver. The waiver of any term of this Agreement by the HORSE PARK shall not be deemed a waiver of any other term.

Assignment. This Agreement may not be assigned by EVENT SPONSOR, except with written permission of the HORSE PARK.

Severabilitv. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

Time. Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof.

Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of the Horse Park, and to such successors and assigns of EVENT SPONSOR as are permitted to succeed to the EVENT SPONSOR's right upon and subject to the terms hereof.

Force Majeure. If the Facility is damaged or the event cannot be held due to casualty or unforeseeable cause beyond the control of either party, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, terrorist acts, strikes, labor disputes, failure of public utilities, or unusually severe weather, both parties are hereby released of their obligations under this Agreement and shall have no claim for the same against the other party.

A fully executed duplicate copy of the original, signed Agreement shall have the same force and effect as the original.

 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this

\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2011.

The HORSE PARK:

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Leslie M. Thurston

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The EVENT SPONSOR:

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Approved By:**

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT A**

**WSHP FACILITIES USE, EQUIPMENT AND LABOR FEES**

**Name of Event: EXAMPLE ONLY**

ARENAS

* Arena C for competition and schooling @ $300/day; no other arena space available
* includes initial and mid-day drags
* additional arena grooming with Horse Park equipment and staff; $45/hour

PARKING

* Volunteer, Spectator and Trailer parking will be in Spectator parking lot to south joined by walkway and by Arena C
* Depending on # entries, may need to park in other designated areas – to be discussed.

STALLS

* currently 80 on site 10’ x 10’ Chinook stalls reserved for other multi-day events that weekend
* if any stalls become available, will advise around May 6th
* $15/day 4H participants; $25/day all other users - initial bedding included
* EVENT SPONSOR to ensure owner/rider name and emergency contact info on each booked stall
* additional shavings available $8.00/bale
* final cleaning by EVENT SPONSOR

HOOK-UP PARKING

* 22 parking spaces with Water, Electric and Sewer; priority given to multi-day events occurring at the same time
* One (1) space reserved for 4H Judge Friday and Saturday nights
* $25/day 4H participants; $30/day all other users
* Charges incurred when parked in hook-up spot, whether services used or not

OTHER SERVICES included:

Two Porta-potties onsite (one by stalls, one by arenas); if more are needed, Event Sponsor will be charged $65/weekend

Dry Camping and Tent Camping

Wash Racks

Lunging Area by stalls; first come first serve

No electricity to arena; generator(s) to be provided by Event Sponsor

Day use rates apply to non-event participants

TRAIL SYSTEM ON AND SURROUNDING HORSE PARK PROPERTY, CROSS COUNTRY/MOUNTAIN COURSE OBSTACLES

 **NO** – two other events using those areas that day

**ATTACHMENT B**

**Washington State Horse Park**

**RULES AND REGULATIONS**

The Washington State Horse Park Authority intends to operate the Horse Park in a safe, sustainable manner; to provide a healthy environment for recreation and enjoyment, and to preserve the natural beauty of the setting to the fullest extent possible. To support these objectives, the following rules are applicable to all visitors.

**GENERAL RULES**

1. Obey all permanent and temporary signs posted by the Horse Park
2. **Visitors bringing a horse onto the property are to immediately register at the Office in order to sign a release and pay any relevant fees, or to check in with the Event Organizer, prior to unloading**.
3. Visitors – whether on foot, in a vehicle, on horse back, driving a carriage, tent camping or pursuing any other activity – are to stay on designated pathways and trails and in all other ways avoid disturbing the undeveloped ground and vegetation that comprise the Horse Park’s fragile woodland ecosystem.
4. The Horse Park strongly recommends that any person riding or driving a horse wear protective head gear. Any adult choosing not to do so, or parent of a child who allows their child to ride/drive without protective head gear, assumes all risks which may result from their decision, including injury or death.
5. Absolutely no open flames permitted anywhere on Horse Park property. Covered grills are permitted on gravel surfaces at least 8 feet from vegetation in the parking and RV camping areas.
6. No smoking near the stalls or arenas, or in any building. All smoking material is to be fully extinguished and disposed in nonflammable containers, not in trash cans.
7. Dogs must be on a leash while on the property.
8. Horses may not be tied to trailers or other structures unattended.
9. All horses on the property over night must be kept in a stall with bedding and water.
10. Horses are to be lunged in designated areas by the stalls; no lunging in competition arenas without express prior approval of Horse Park management.
11. No digging into or other material alteration of arena footing is permitted.
12. Recycling bins are provided for plastic bottles only. Please help us keep the Horse Park clean by putting manure and trash in designated containers/locations.
13. Any information or material affixed to the stalls must be removable and secured in such a way as to not cause damage. EVENT SPONSOR is responsible for removal of all materials at the completion of the show/event.
14. Sales ads are to be posted only in designated area(s). EVENT SPONSOR is responsible for the removal of all sales ads at the completion of the event.
15. Arrangements for temporary stalls in addition to those provided by Horse Park are the responsibility of EVENT SPONSOR to secure. A stall clean-up fee may apply to rented temporary stalls.

**HEALTH AND SAFETY RULES**

1. Call 911 immediately in the event of an emergency. Other emergency contact information may be posted at/near the Office. The Horse Park should be made aware of any accident or injury requiring emergency medical treatment as soon as practical after qualified medical assistance is contacted.
2. Emergency Medical Technician(s) are required to be on site for certain organized activities, as agreed in advance with the EVENT SPONSOR.
3. If unsafe conditions occur, (e.g., lightning, heavy rain, ice, heavy wind) Horse Park has the right to postpone or cancel any activity or event.
4. Horse Park reserves the right to require immediate removal of a horse to an isolated location at owner’s expense if a horse is deemed by a licensed veterinarian to have, or be a carrier of, an infectious disease.
5. Horse Park, in cooperation with EVENT SPONSOR, may remove dangerous, disruptive or unlawful persons from Horse Park property; request the assistance of law enforcement officers in removal of such persons or resolution of other problematic situations, and request the assistance of emergency medical personnel, veterinarians or law enforcement officers to address any issues that come to the attention of the Horse Park.

 **VEHICLES & PARKING RULES**

1. All vehicles, including cars, trucks, trailers, vans, motor homes, RV’s and golf carts, must be parked in designated areas.
2. Hook-ups for trailers/camper/ RV’s include water and electrical, and in some cases sewer. Any vehicle parked in spaces supplied with these services is required to pay for a Hook-up space, whether plugged into utilities or not.
3. No horses or carriages in wooded RV or tent camping areas.
4. Only licensed persons may operate a motorized vehicle on Horse Park grounds.

EVENT SPONSOR shall take all steps that are reasonably necessary to enforce the above regulations.

**The Horse Park will take whatever action is necessary to enforce these Rules and Regulations, which may include towing of offending vehicle(s), fines and/or restrictions on future use of the Horse Park.**

**The Washington State Equine Limitation of Liability Act, RCW4.24, applies to all horse-related activities associated with the Horse Park. Horses by their very nature present a risk of injury, harm or death. Riders represent that they are qualified to participate in the activities and at the levels they elect. All horses on the property participate entirely at the owner’s and rider’s risk. The owner/rider is personally responsible for damages to third parties caused by themselves or their horse.**

**3-15-11**