

Lane Agri-Park—HORSE ARENA/GROUNDS AREA

315 John R Rice Blvd, Murfreesboro, TN 37129

Ph:615-898-7710

Lane Agri-Park is a public owned facility and was built from public funds. Therefore the facility is subject to all laws, rules, and regulations governing public property. The Rutherford County Conservation Board has delegated management and administration of the facility and grounds area to the UT-TSU Extension Office of Rutherford County.

The primary purpose of the facility is the advancement of UT-TSU Extension educational programs and activities for the agricultural and agribusiness community in Rutherford County. Programs and activities for this purpose have priority over any other use of the facility. Programs and activities conducted or sponsored by Rutherford County Extension are not subject for payment of rent. Other Rutherford County Government Departments (including police, fire, schools, etc.) who use the facility for business purposes are not subject to payment of rent.

Private use requests may also be granted. A facility/grounds use request, damage/key deposit, rental fee, and proof of liability insurance will be required for use of the facility and/or grounds area. Facilities may not be used by any organization that would put the public in competition with private business. Questions concerning the eligibility of use for a specific activity or group will be referred to the Conservation Board for resolution.

Rules Regarding Use of the LAPOC HORSE ARENA/GROUNDS AREA

- ◆ Under no circumstances will alcoholic beverages be allowed inside the facility or on the grounds area.
- ◆ Under no circumstances will any individual, except law enforcement personnel, bring firearms or other weapons inside the facility or on the grounds area.
- ◆ Smoking, as well as use of any tobacco product, is not allowed inside the facility.
- ◆ In the event of a disaster (natural, man-made, technological, etc.), your contract may be void and all funds will be refunded.
- ◆ Murfreesboro City's noise ordinance goes into effect at 10pm.

If you have questions about the noise ordinance see: <http://www.murfreesborotn.gov/DocumentCenter/View/1916>

- ◆ The County Extension Director, or his representative, reserves the right to visit/inspect the facility and/or grounds area during any scheduled rental period.
- ◆ Individuals associated with management/supervision of the facility and grounds area will not accept responsibility for items lost during or left after an event or activity. **If any items are left after the rental period is over, the cleaning fee will not be returned.**
- ◆ Individuals or groups must agree that no changes will be made to the existing facility and/or grounds area. Damages resulting from use of the facility and/or grounds area will be the responsibility of the using individual or group, regardless of circumstances.
- ◆ Individuals or groups must comply with all terms listed in this document. Also, they must agree to pay any unexpected costs (e.g., those resulting from facility damage, returned checks, cleaning charges, etc.) which result from facility use.
- ◆ Rental of the Horse Arena requires you to rent portable restrooms for your event, if needed.
- ◆ Events must end at dusk due to lighting, unless renter provides lights.
- ◆ The facility and/or grounds area must be cleaned after any scheduled use. Trash must be placed in trash dumpsters located on the grounds area or hauled away immediately after an event or activity. Animal waste as well as bedding material used during animal activities must be removed from the premises following the scheduled event, do not put in the dumpsters on the premises. If the facility and/or grounds area are not properly cleaned after a scheduled use, management will arrange for proper clean-up and charge the cost to the responsible individual/group and the cleaning fee will not be returned.
- ◆ Any contract violation will prohibit future use of the facility and/or grounds area.
- ◆ There is no refund of rental fees, only the cleaning fee is refunded.
- ◆ Date cannot be changed unless another rental fee is paid for another date.

Insurance

Groups Charging Admission and/or Selling Food or beverages of any kind: User shall provide a Certificate of Insurance (with Rutherford County, Conservation Board, Lane Agri-Park, and Rutherford County Extension listed as additional insured) evidencing coverage for all premises liability, fire legal liability and premises medical payments and Worker’s Compensation as applicable. Minimum limits shall be as follows:

<u>Coverage</u>		<u>Limit</u>
General Liability-	Per Occurrence	\$ 1,000,000
	Aggregate	\$ 1,000,000
	Fire Legal	\$ 1,000,000
	Premises Medical Payments	\$ 5,000
Worker’s Comp, if applicable		STATUTORY

Groups Not Charging Admission: User shall provide a Certificate of Insurance (with Rutherford County, Conservation Board, Lane Agri-Park, and Rutherford County Extension listed as additional insured) evidencing coverage for all premises liability, fire legal liability and premises medical payments and Worker’s compensation as applicable. Minimum limits shall be as follows:

<u>Coverage</u>		<u>Limit</u>
General Liability -	Per Occurrence	\$ 500,000
	Aggregate	\$ 500,000
	Fire Legal	\$ 500,000
	Premises Medical Payments	\$ 5,000
Worker’s Comp, if applicable		STATUTORY

Hold Harmless

Indemnification and Hold Harmless: User shall indemnify and hold harmless Rutherford County, Lane Agri-Park Office Complex, its officers, agents and employees from:

- A) Any claims, damages, costs and attorney fees for injuries or damages arising in part or in whole, from the negligent or intentional acts or omissions of User, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,
- B) Any claims, damages, penalties, costs and attorney fees arising from any failure of User, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C) User shall pay Rutherford County or the Lane Agri-Park Office Complex any expenses incurred as a result of User’s failure to fulfill any obligation in a timely manner under this Contract.

PROCEDURE FOR RENTING THE LAP HORSE ARENA/GROUNDS AREA

Individuals or those representing groups who wish to use the facility and/or grounds area may phone the Rutherford County Extension Office (615-898-7710) for use guidelines. Anyone is welcome to visit the office at 315 John R. Rice Blvd. in Murfreesboro for a tour of the facility. Please call for tour availability.

The facility is rented on a first-come, first-served basis. When asked, we will let anyone know if a given date is available for facility and/or grounds area use. **We do not book the event or hold a date until all the required information (a signed contract, payment of cleaning fee AND rent, and proof of liability insurance coverage) is presented.** We do reserve the right to book an event to anyone who presents the required information even if someone else has previously asked about a given date.

Renters who want to place a hold on a given date may do so by completing a request for use form and paying both the cleaning fee and rent required for the use period in question. Proof of liability insurance would be due within two months of the event. This would allow someone to “lock-in” a given date without fear of having someone else book the date in question. The scheduled activity will be removed from the LAP Use Calendar if proof of liability insurance is not provided within the specified period. In this instance, or if the use contract is cancelled at any point before the activity is held, the rent payment will be forfeited; the cleaning fee would be refunded in full.

- ◆ **Both the cleaning fee and rent required for a given activity must be paid when the activity is booked.** The cleaning fee and rent check should be made payable to: Lane Agri-Park Office Complex (or LAPOC).
- ◆ A Rutherford County Extension representative will conduct a facility inspection, provide additional use information, and answer any questions before keys are given to a facility user. **Keys must be picked up during regular office hours (Monday—Friday; 7:30am—4:00pm) . If your event is on a weekend, be sure to pick keys up on Friday. Office hours may vary due to holidays, please check.**
- ◆ Renters may NOT have use of the facility before the scheduled rental date and time as shown on contract.
- ◆ The facility and grounds area must be cleaned immediately after an activity, and keys must be put in the drop box after the use period ends. The cleaning fee will be refunded in full within thirty (30) to forty-five (45) days if the facility and/or grounds area is properly cleaned, left undamaged, and the keys are left in the drop box by midnight at end of rental period.
- ◆ Wireless internet is available; ask for password information when picking up keys. LAP is not responsible for outages.

REQUEST FOR USE OF HORSE ARENA/GROUNDS AREA

Please Print

Name of individual making request: _____

Address: _____ City _____ Zip _____

Phone: _____ Email: _____

Group Represented (if applicable): _____

Purpose (please give the type of activity or nature of the intended use): _____

Approximate number to attend: _____ Date(s) of use: _____

OFFICE USE ONLY
Insurance is due
two months before
your event
Insurance Received
Date: _____

Refundable Cleaning Fee - A standard cleaning/key fee will be required from individuals or groups who rent the facility and/or grounds area. In no instance will the standard fee be less than \$350; however, the amount may be higher if the nature of the activity to be held so warrants. Following use, given that the facility is left clean, undamaged, all items from your event are removed, and the keys are left in the drop box by midnight of rental period, the cleaning fee will be refunded in full.

Refundable Cleaning Fee Amount \$ _____

Facilities needed - _____ Horse Arena / Grounds Area \$300

NON-Refundable Rental Amount \$ _____

*RENTAL TIME IS 12:01 AM OF FIRST DAY RENTED TO MIDNIGHT OF LAST DAY RENTED.
NO SETTING UP AND NO ITEMS OR FOOD CAN BE DROPPED OFF EARLY UNLESS EARLY
SET UP OPTION IS PAID — NO EXCEPTIONS.*

Early Set Up Option: Facilities may be rented the evening before renters event for set up at ½ daily rental rate. Time facility to be available will be determined at time of rental, but will be no earlier than 5:00 P.M. Insurance is required for this additional time. Early Set Up \$ _____ (NON-Refundable)

Total Fee ----- \$ _____ **

**NOTE: If renting the facility within 30 days of event, we will only accept cash or cashier's check.

During the above specified period, I (we) accept the personal liability of all members and guests at above event. I certify that I have read, understand and agree to abide by all laws, rules, and regulations set forth in this 3 page contract. By signing below, I acknowledge and understand the rules and guidelines for using the facility stated in this 3 page agreement.

Signed: _____
(must be signed by individual or group representative assuming responsibility for agreement)

This completed form, payment of the required fee as well as rental fees and proof of liability insurance must be provided before the activity specified above is officially entered on the Lane Agri-Park Use Calendar.

RECEIPT—LANE AGRI-PARK

DATE	PAYMENT RECEIVED FROM	PAYMENT RECEIVED BY	AMOUNT RENT	AMOUNT CLNG FEE	CHECK #/CASH
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____