

# Event Contract

Messer Arena and Event Center (a.k.a. Messer Event & Agriculture Center) - 303-819-6799  
33955 County Rd. 37 Kiowa, Co 80117 - Ralph Messer, Inc P.O. Box 4810 Parker, Co 80134

This event contract (the "Contract") is made on this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_,  
by and between the Licensee and Ralph Messer Inc., a Colorado Corporation  
"Licensor" (Messer Event & Agricultural Center).

Name of Individual/Organization "Licensee:" \_\_\_\_\_

Non-Profit ID Number: \_\_\_\_\_ (if applicable)

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Email: \_\_\_\_\_

Other Email: \_\_\_\_\_

Purpose & Description of the Event: \_\_\_\_\_

\_\_\_\_\_

Use attachment if necessary.

**Event Dates:** (including set-up and clean-up)

Set Up Date: \_\_\_\_\_ Event Date: \_\_\_\_\_

Clean Up Date: \_\_\_\_\_ End Date: \_\_\_\_\_

**Event Hours:**

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

**Event Dates:** (including set-up and clean-up)

**Set Up Date:** \_\_\_\_\_ **Event Date:** \_\_\_\_\_

**Clean Up Date:** \_\_\_\_\_ **End Date:** \_\_\_\_\_

**Event Hours:**

**Start Time:** \_\_\_\_\_ **End Time:** \_\_\_\_\_

**SPECIAL CONDITIONS:** (ie: panels set up in arena, where, how many gates, etc.)

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**Use attachment if necessary if need to draw out placements of panels or tables etc.**

# Terms & Conditions

**SECURITY DEPOSIT:** \$\_\_\_\_\_ \$\_\_\_\_\_ Due at time of Signing of Contract. Note: Deposit is refundable in whole or in part only if and when the Licensee fulfills its obligation to vacate the premises on time and in good original like condition, as determined by joint agreement of Licensee and Licensor. (End of Event Checklist, included in this packet, must be signed by Licensor to be considered for any agreed refund.) Additionally, this initial deposit, if requested by the Licensee, can be kept by Messer Event & Agricultural Center and rolled to multiple event dates. Licensor will also collect a refundable deposit for the cleaning of each stall that is requested to be used at a rate of \$\_\_\_\_\_. This deposit will be refundable upon the approval of Messer management or the Event Coordinator after the conclusion of the event if the stalls have been cleaned satisfactorily.

**VENUE PAYMENT:** To be made by Licensee 14 days prior to the start of the event unless otherwise agreed. This amount includes venue and all itemized costs as determined by joint agreement of Licensee and Licensor.

**CLEANING CHARGES:** \$\_\_\_\_\_ hr Licensee agrees to forfeit their security deposit for clean up services if the facilities used for the event are not returned in good condition, the End of Event Checklist will be included in this packet for a reference of normal items to be considered. Any cleanup requiring over 4 hours of continuous labor will inflict the amount defined above per hour thereafter. Licensee agrees to pay the amount as determined by joint agreement of Licensee and Licensor. Licensor agrees to inform Licensee at the completion of the event of any deficiencies in the clean up and allow appropriate time to correct.

**FINAL PAYMENT:** To be made by Licensee within five consecutive days after the conclusion of the event and any reconciliation of the event has been finalized. 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 due to in-climate weather related circumstances there will be no fee. If Licensee transfers due to weather of the event there will be no fee. If weather becomes in-climate before an event it will be up to management to cancel an event. Events canceled and not rescheduled at Messer Event & Agricultural Center will result in the retention of Licensee's deposit. The definition of "in-climate weather" will be defined and agreed upon by both parties as unsuitable for livestock to perform well or precipitation that would negatively affect the event. Final approval is based upon Messer management's Sign off.

#### **LICENSEE DUTIES AND RESPONSIBILITIES:**

- All event set up.
- Clean up, including all facilities used and parking areas.
- 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.
- Upon the expiration of the period of reserved use for this event, Licensee shall vacate the reserved portions of Messer Event & Agricultural Center to the Licensor in good condition. Clean up should include all trash, and the clean up of parking lot and arena manure in proper recepticals all Licensee products and equipment removed from premise.
- 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 Messer Event & Agricultural Center, premises or equipment provided that occurs during the reserved period will be invoiced to Licensee at Licensor's cost of repairs plus 20%. Licensor will use its best efforts to minimize the cost of such repairs.
- Licensee shall be solely responsible for setting up the event, for conducting the event and for clean up, including but not limited to food concessions, 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.
- Licensee shall be solely responsible for making application, paying fees and for the securing of all necessary licenses and permits as required by the state and local laws, ordinances and regulation, including but not limited to requirements of public health, safety, fire, sheriff and taxing entities.
- Licensee shall be responsible for ensuring 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 Messer Event & Agricultural Center.
- Licensee shall be solely responsible to have all of Licensee's employees, agents, contractors and participants sign a Liability Waiver, release and hold harmless agreement provided by Licensor. Such signed forms shall be submitted to Licensor prior to the completion of the event. A copy of this waiver is attached to this contract.
- Licensee shall not assign or sublet its interest in any portion or all of this Contract without the prior written consent of Licensor.
- Licensee shall be responsible for making sure that all animal entree into the indoor is through the alley way between cattle pens or warm up area on north end of the arena, unless otherwise agreed upon.
- 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 \$1,000,000 combined single limit bodily injury and property damage coverage and shall name Licensor, Messer Event & Agricultural Center, their successors and assigns, as additional insured's under this coverage. Licensee shall provide Licensor with a copy of its insurance certificate showing Licensor, Messer Event & Agricultural Center 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/GOODS & SERVICES:** Licensor or its assigns shall operate all food and beverage concessions or may hire a third party concession truck to come service the event. Licensee shall be responsible to contract a third party concessions to set up during the event. This will be an additional parking and hookup fee. Vendors shall execute a vendor contract provided by Messer Event & Agricultural Center.

**RELEASE AND INDEMNIFICATION:** Licensee, on behalf of itself, its successors, representatives and assigns, hereby releases and shall fully protect, defend, indemnify and hold Messer Event & Agricultural Center and all its entities, 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 cost (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 Messer Event & Agricultural Center, including, without limitation, any personal injury, death or property damage to Licensee, Licensee's employees, agents, participants, invitees, contractors and spectators of the event. The release and waiver of liability and assumption of risk agreement is made part of this Contract.

**LIQUOR/TOBACCO/E-CIGS/VAPING/MARIJUANA:** Absolutely no personal alcoholic beverages/ tobacco/e-cigs/vaping/marijuana of any kind may be brought onto the Messer Event & Agricultural Center property by any person or entity. It is the responsibility of the Licensee to ensure that these provisions are adhered to.

If Licensee is looking to serve alcohol at its event, Licensee must find a third-party licensed vendor that has obtained the proper licensing for the sale of alcohol. Only wine and beer are permitted drinks to be sold on premise solely by third party licensed vendor. Messer Event and Agricultural Center is not licensed for the sale of alcohol, therefore, only a third party vendor is allowed to provide this.

**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 Messer Event & Agricultural Center shall accrue to the benefit of Licensor.

**OVERNIGHT PARKING:** Dry camping only. NO hookups or dump sites

**TICKETING:** All ticketing must be approved by Licensor.

**USE OF LOGO:** An official logo for Messer Event & Agricultural Center and logo use specifications will be provided to Licensee upon request. Licensee must use these items for all advertising and promotion.

**PERMANENT ADVERTISING:** Licensor retains the right to see and display permanent advertising throughout Messer Event & Agricultural Center. 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 Elbert County, Colorado.

All pricing is subject to change after review.

**If paying by check: Checks shall be made out to Messer Event & Agriculture Center and shall be paid prior to the event. Checks can be mailed to Ralph Messer, Inc. P. O. Box 3424 Parker, CO 80134**

**Deposit:**

**Deposit amount: \$ \_\_\_\_\_**

**Venue Payment:**

**Venue Payment amount: \$ \_\_\_\_\_ (due 14 days prior to event)**

**Total:**

**Total Payment Due: \$ \_\_\_\_\_**

**Payment Due Today: \$ \_\_\_\_\_ (required to secure the venue)**

**Date Paid: \_\_\_\_\_**

**Check: # \_\_\_\_\_**

**Money Order or Cashier's Check: # \_\_\_\_\_**

**Credit Card must be on file before event.**

<b>DATE</b>	
<b>NAME AS IT APPEARS ON THE CARD</b>	
<b>CREDIT CARD NUMBER</b> (VISA, MASTERCARD, DISCOVER, AMERICAN EXPRESS)	
<b>EXPIRATION DATE</b>	
<b>SECURITY CODE</b>	
<b>BILLING ADDRESS</b>	
<b>BILLING CITY, STATE &amp; ZIP CODE</b>	
<b>NUMBER OF CHARGES</b>	
<b>AMOUNT</b> (PER CHARGE IF APPLICABLE)	

# End of Event Checklist

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- Tables folded and chairs stacked.
- Bleachers cleaned of trash and debris.
- Trash cans emptied and relined.
- All trash taken out to dumpster.
- All manure, hay and shavings cleaned up out of the parking lot (waste discarded in dumpster).
- As much manure cleaned up out of the indoor arena, warm up arena and livestock pens (waste discarded in dumpster).
- Announcers booth cleaned and electronics turned off.
- All signed waivers returned to management.
- Stalls cleaned (waste discarded in dumpster).
- All cleaned up (at the end of event).
- All panels cleared from in the arena (unless otherwise specified).
- Final payment completed.

Signature of Licensee: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Licensor: \_\_\_\_\_

Date: \_\_\_\_\_



# Release and Waiver of Liability and Assumption of Risk Agreement

Messer Arena and Event Center (a.k.a. Messer Event & Agriculture Center) - 303-819-6799  
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This agreement (the "Agreement") is made by and between the Undersigned and Ralph Messer Inc., a Colorado Corporation "Proprietor" (Messer Event & Agricultural Center) "Property."

Name of "Undersigned:"

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

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

Email: \_\_\_\_\_

## Emergency Contact

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

## Terms & Conditions

"Event:" \_\_\_\_\_

In consideration for being permitted to participate in the Event, I the Undersigned (or Authorized/Legal Representative), acknowledge and agree to the following:

1. The Undersigned is authorized to make this application on behalf of its company, employer, or any such entity which the Undersigned represents.
2. That upon entering the Property, the Undersigned shall continuously thereafter inspect such facilities and all portions thereof, and its continued use thereof shall constitute an acknowledgment that it has inspected such facility and finds and accepts the same as being safe and reasonably suited for the purposes of the use; and further warrants that if at any time the facility is deemed to be unsafe, the Proprietor and any of its officials will be notified, and the use of the Property shall be terminated or restricted as solely determined by the Proprietor.
3. The Undersigned hereby releases, waives and discharges Messer Event & Agricultural Center, its proprietor, officers, officials, directors, shareholders, employees, and representatives on account of any injury, damage claim, or cause of action to the person, attendees, guests or property which the Undersigned sustains while the Undersigned is utilizing the Property for any purpose.

4. The Undersigned and its, personal and legal representatives, heirs, successors, and next of kin will not make any claim against Messer Event & Agricultural Center, or any of its present or former officials, employees, agents, directors, shareholders, attorneys, insurers, and representatives and their respective successors, heirs and assigns or any volunteer(s) for injury, sickness, damage, death or any other loss arising from or related to the Undersigned's participation in the Event.
5. The Undersigned shall indemnify and hold harmless Messer Event & Agricultural Center from any and all claims, losses, damages, liabilities, expenses, court costs, and reasonable attorney's fees of any kind, resulting from any phase of the conduct of an Event on the Property. The Proprietor shall not be liable for the loss or damage of any of the Undersigned's property or any incidental, consequential, or indirect damages to Undersigned's business, function or event.
6. The Undersigned expressly agrees that the release and indemnifying agreement granted in this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado and further that if any part thereof is held invalid, the remainder of this Agreement shall continue in full force and effect. The Undersigned hereby assumes full responsibility for the risk of bodily injury, death, or property damage due to the negligence of the Proprietor or otherwise while in or upon the Property and/or while competing, officiating, observing or working for, or for any purpose participating in the Event which is the subject of the application.
7. The Undersigned expressly acknowledges, fully understands, and agrees that the activities at the facility may not only involve risk of serious injury or death, economic loss, property damage, or loss that may result from his/her own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, equine activities, the condition of the facilities, equipment, or areas where the Event is being conducted, and the Undersigned voluntarily agrees to assume this risk.
8. The Undersigned shall be responsible for any damage or loss caused to any property rented herein and shall be further responsible for the loss of income or profit sustained by the Proprietor by the Undersigned's use of the Property.
9. **Alcoholic beverages/tobacco/e-cigs/vaping/marijuana of any kind are not permitted on the Property.** In the event intoxicating substances are served or supplied by the Undersigned, the Undersigned specifically acknowledges that the terms of this release will apply thereto in every respect. The Undersigned has acknowledged and has agreed that it will bear complete responsibility, in accordance with the terms of this release, for such injuries or damages to persons or property which may result and will indemnify the Proprietor for any and all liability incurred by it as a result of the service of or providing for intoxicating substances at the Property by the Undersigned.
10. The Undersigned, personal and legal representatives, heirs, successors, and next of kin, forever release, waive, discharge and relinquish Proprietor from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness, and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by the Undersigned in any way connected to, related to, or arising out of participation in the Event, regardless of any negligence of the Proprietor.
11. The Undersigned warrants that the Undersigned is in good health and has no physical condition that would prevent the Undersigned from participating in the Event. The Undersigned has had the opportunity to seek medical advice for any concerns the Undersigned may have had regarding their health.
12. In the event of any litigation or other proceeding caused by the Undersigned arising out of or in connection with this Agreement, Messer Event & Agricultural Center in such litigation or proceeding shall be entitled to recover from the Undersigned, as a part of the judgment or ruling, its costs, legal expenses and litigation expenses, including reasonable attorneys' fees, incurred in connection with the litigation or proceeding as well as an award on interest at the rate of 12% per annum.

**WARNING UNDER COLORADO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES PURSUANT TO SECTION 13-21-119, COLORADO REVISED STATUTES.**

The Undersigned has read and voluntarily signs this Release and Waiver of Liability and Assumption of Risk Agreement on behalf of the Undersigned and persons utilizing the permit, and further agrees that no other oral representations, statement, or inducement have been made except for those specifically set forth in this Agreement.

The Undersigned has carefully read this Agreement and fully understand its contents. The Undersigned is aware that it has given up substantial rights by signing the Agreement. The Undersigned has no obligation to participate in this Event or sign this Agreement, but desires to do so. The Undersigned certifies that the Undersigned is at least eighteen years of age and is authorized with no limitation to sign and agree to this Agreement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I accept terms & conditions

I want to subscribe to the newsletter