

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)

Person Responsible: _____

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.)

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

Terms & Conditions

DAMAGE/CLEAN UP DEPOSIT: \$ _____ **Cash Only Deposit Due at time of Signing of Contract.** Note: Refundable in whole or in part only 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. This initial deposit may be kept by Messer Event & Agricultural Center and rolled to multiple event dates.

CLEAN UP CHARGE: \$ _____ Licensee agrees to forfeit their deposit for clean up services if the facilities used for the event are not returned in good condition. Any cleanup over 4 hours, Licensee agrees to pay the amount defined above **per hour** thereafter. As when Licensee entered the premises, as determined by joint agreement of Licensee and Licensor before Licensee leaves the premises after event. In its sole discretion. 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 within five consecutive days after the conclusion of the event and reconciliation of event have 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.

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 reciprocals 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%.
- 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 waiver, release and hold harmless agreement provided by Licensor. Such signed forms shall be submitted to Licensor prior to the completion of the event.
- 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 to contract a third party concessions to set up during the event.
- 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. 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.

LIQUOR/TOBACCO/E-CIGS/VAPING/MARIJUANA: Absolutely no 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.

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.

RELEASE AND WAIVER: The release and waiver of liability and assumption of risk agreement is made part of this Contract.

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.

Rental and Service Fee Calculation

FACILITIES & EQUIPMENT TO BE USED:		PRICE:	LICENSEE COST:
1. Indoor Arena	<ul style="list-style-type: none"> • announcers booth • PA wired/wireless system (inside) • arena surface preparation • lighting • heaters • snow removal (if needed prior to event) 	\$	
2. Outdoor Warm Up Arena	<ul style="list-style-type: none"> • arena surface preparation 	Included	
3. Rodeo Chutes Indoor Arena	<ul style="list-style-type: none"> • announcers booth • PA system (inside) • arena surface preparation 	\$	
4. Stalls *opening soon	<ul style="list-style-type: none"> • outdoor panel stalls (no cover) 	Per day \$ Overnight \$	
5. Arena Surface Maintenance (during event)	<ul style="list-style-type: none"> • watering (1 included during event) • dragging 	extra watering \$ Per day \$	
6. Vendor(s) (anyone setting up at an event to provide a service or make a profit)	<ul style="list-style-type: none"> • need proof of insurance 	Defined by vendor contract	
7. Vendor(s) Electricity Fee		\$	
Other		\$	
Other		\$	

FACILITIES & EQUIPMENT TO BE USED:	PRICE:	LICENSEE COST:
Other	\$	
Other	\$	
Other	\$	
		Total: \$

All pricing is subject to change after review.

Signature of Licensee: _____ Date: _____

Signature of Licensor: _____ Date: _____

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.

I accept terms & conditions

I want to subscribe to the newsletter

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 4810 Parker, CO 80134

Deposit:

Deposit amount: \$ _____

Date Paid: _____

Final Payment:

Final Payment amount: \$ _____

Date Paid: _____

Check: # _____

Money Order or Cashier's Check: # _____

Credit Card must be on file before event.

DATE	
NAME AS IT APPEARS ON THE CARD	
CREDIT CARD NUMBER (VISA, MASTERCARD, DISCOVER, AMERICAN EXPRESS)	
EXPIRATION DATE	
SECURITY CODE	
BILLING ADDRESS	
BILLING CITY, STATE & ZIP CODE	
NUMBER OF CHARGES	
AMOUNT (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: _____