



## Facility Lease Agreement

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **CALDWELL TREASURE VALLEY RODEO INC.**, an Idaho corporation, hereinafter referred to as Rodeo Corporation, with its principal place of business Caldwell, Canyon County, Idaho, hereinafter referred to as the "Lessor" and \_\_\_\_\_ hereinafter referred to as the "Lessee".

### PROPERTY UNDER LEASE:

The Lessor leases to the Lessee the following described portion of its facilities, which said facilities are checked below as follows, to-wit:

- RODEO GROUNDS \_\_\_\_\_
- PARKING AREA \_\_\_\_\_
- OTHER \_\_\_\_\_

**TERMS OF LEASE:** This lease is for the term beginning on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and ending on the furnished to the Lessor by the Lessee. The schedule of events is to be attached and hereby made a part thereof.

It is hereby agreed and understood that the same facilities as outlined about may also be leased to others or used by the Lessor during this same period, provided that the scheduling of events will not conflict with any other event specified in the schedule of events as referred to in the preceding paragraph. Lessee agrees to cooperate with Lessor and/or other Lessees in this regard in scheduling of events.

Lessee agrees to pay to the Lessor the sum of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

Prior to the commencement of lease.

Within 10 days after last day of lease.

The above fee is for regular scheduled events only. Lessee must make special arrangements with Lessor regarding the use of the facility for practice sessions.

The Lessor and Lessee also agree specifically as follows, to-wit:

**LESSOR AGREES AS FOLLOWS:**

1. To provide facilities as existing.
  2. To pay cost of water.
  3. To keep all general facilities in adequate and usable conditions.
  4. Reserves the right to lease out concessions to a private concessionaire.
  5. Provide and protect themselves with normal liability insurance.
  6. \_\_\_\_\_
- 

**LESSEE AGREES AS FOLLOWS:**

1. To pay chargers for telephone and power, if so desired for its use.
  2. To pay for any and all special licenses or fees charged by any governmental agency.
  3. To provide any and all special equipment necessary for its own use.
  4. To permit n gambling of any kind.
  5. To permit no sale, serving or use of liquors or any intoxicating beverage.
  6. To permit no undue noises, rowdiness, or any acts of violation of laws of the City of Caldwell, Canyon County, State of Idaho and/or any laws or regulations of the Federal Government or any agency thereof.
  7. All rental fees to be paid in advance.
  8. Damages to any stadium facility are to be paid by Lessee immediately after determination of replacement or repair costs, reasonable wear and tear acceptable.
  9. To pay for the placing and removal of any sand, sawdust or other material placed on any area covered under this lease.
  10. To make available books and re cords of activities to Lessor of Lessee's activities, as they pertain to this lease agreement.
  11. In the event any changes, additions, alterations, etc. to any stadium property are required or desired by the Lessee, the Lessee MUST present a request in detail to the President or Executive Secretary-Treasurer of Rodeo Corporation and obtain permission to make the desired changes. It is understood that the cost of any change in present facilities will then be obligation of the Lessee. The Lessee under no circumstances is to obligate the Lessor in any manner in connection with its use of Lessor's facilities.
  12. Protect and provide themselves with normal liability insurance.
  13. To make no repairs, improvements or alterations on or to any of Lessor's facilities, except under written requisition signed by the President or Grounds Manager of Lessor.
  14. Other \_\_\_\_\_
- 
- 

It is further specifically agree that the following shall also apply to this lease, and it is further specifically agreed that all activities are to be under the supervision of the Rodeo Manager and no building, placing materials on grounds, etc. are to be done without his or her knowledge and approval.

All scheduling of events to be worked out with officials of the Rodeo Corporation, so that no conflicting events will occur.

THE FOLLOWING TERMS AND CONDITIONS ARE INCLUDED IN THE ABOVE AND FOREGOING LEASE AND BY SIGNING THE LEASE ABOVE, LESSEE AGREES TO BE BOUND BY THESE FOLLOWING CONDITIONS.

LESSEE HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the LESSOR from all liability to the LESSEE or LESSEE'S assigns, hers, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is in or upon the facilities, and/or competing, officiating in, observing, working for, or for any purpose participating in the event.

LESSEE HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the LESSOR and each of them from any loss, liability, damage, or cost they may incur due to the presence of undersigned in or upon the facilities or in any way competing, officiating, observing, or working for, or for any purpose participating in any event in the facility and whether caused by the negligence of the LESSEE or otherwise.

LESSEE HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to the negligence of any person or persons or otherwise while in or upon the facility and/or while competing, officiating, observing, or working for or for any purpose participating in any event in the facility.

LESSEE expressly acknowledges and agrees that the activities of any event in the facility are very dangerous and involve the risk of serious injury and/or death and/or property damage.

LESSEE further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Idaho in which the facility is located and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Equipment Rental \_\_\_\_\_

Lights \_\_\_\_\_

Security & Damage \_\_\_\_\_ \*

Cleanup Deposit \_\_\_\_\_ \*

\*Both of these deposits are refundable if left clean and undamaged.

Dumpsters \_\_\_\_\_

Lessee is responsible for any damage to facility.

Lessee is responsible for working and watering of arena but must have manager's approval as to who works arena.

CLEANUP – Premises must be returned to CNR in the same condition that you accepted it, inspection will be done by CNR Manager & Lessee. NO CLEANING OF HORSE TRAILERS & TRUCKS.

If unacceptable the cleanup fee will be held from deposit.

CNR will need rent for dumpster and insurance certified by \_\_\_\_\_. Lights can be taken from deposit when event has concluded.

Total Rent \_\_\_\_\_

Total Deposit \_\_\_\_\_

Lights \_\_\_\_\_

INSURANCE – Lessee must provide a one million-dollar liability policy to use the facility. The below listed entitles, in shown order, must be listed as additional insured:

- 1. Caldwell Treasure Valley Rodeo
- 2. Caldwell Night Rodeo Directors
- 3. City of Caldwell

No stock to be left overnight.

**\*\* Lessee shall not sub-lease nor allow others to use rodeo facility without prior notification and approval by Caldwell Night Rodeo Board, nor may any event be scheduled without prior approval of CNR Arena Manager.**

Corporate Seal

**CALDWELL TREASURE VALLEY RODEO, INC.**

ATTEST:

By

\_\_\_\_\_

\_\_\_\_\_

LESSOR

Corporate Seal

\_\_\_\_\_

ATTEST:

(Organization)

\_\_\_\_\_

By \_\_\_\_\_

LESSEE