

Cactus Creek Ranch, LLC  
Altitude 5000 feet  
18550 Midway Ranch Road  
Pueblo, CO 81008  
Phone (719) 382 5601  
Fax (719) 382 7561

## ARENA RENTAL CONTRACT

This Arena Rental Contract, dated as of \_\_\_\_\_  
(Agreement) is executed by Cactus Creek Ranch, LLC, a Colorado limited liability  
company (Cactus Creek) and Licensee, as defined below.

Cactus Creek hereby rents to Licensee on the terms and conditions contained herein, and  
licensee hereby rents from Cactus Creek, those certain areas of the Ranch owned by  
Cactus Creek, which is located at 18550 Midway Ranch Road, Pueblo, Colorado (the  
Ranch) which are described in Section II of this Agreement (the Area) to be used for  
specific purposes as described below. Cactus Creek will retain overall control and  
administration of the Ranch, including the Area, and will enforce all rules and regulations  
necessary for the proper management and operation of the Ranch.

This Agreement is made by and between  
NAME OF ORGANIZATION \_\_\_\_\_

CONTACT PERSON FOR LICENSEE \_\_\_\_\_

ADDRESS AND PHONE \_\_\_\_\_

Herein after referred to as "Licensee" and Cactus Creek Ranch, LLC is herein after  
referred to as: "Licensor".

Name, purpose and description of event or use of the Area:

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\_\_\_\_\_ Deposit of \$ \_\_\_\_\_

II ARENA RENTAL FEES

A. Small Indoor Arena ( lights add \$10.00 per hour )		\$375.00 per schedule day	
Number of Scheduled days _____	X _____	=	\$ _____
B. Large Indoor Arena (lights add \$20.00 per hour)		\$500.00 per schedule day	
Number of Scheduled days _____	X _____	=	\$ _____
C. Large outdoor Arena Western 250 X350		\$400.00 per schedule day	
Number of Scheduled days _____	X _____	=	\$ _____
D. Outdoor Arena south east		\$375.00 per schedule day	
Number of Scheduled days _____	X _____	=	\$ _____
E. Outdoor Arena small upper		\$250.00 per schedule day	
Number of Scheduled days _____	X _____	=	\$ _____
F. Show Office		\$50.00 per schedule day	
Number of Scheduled days _____	X _____	=	\$ _____

Licensee hereby acknowledges that the rental fees set forth above will be due not owing by Licensee regardless of the actual number of days the Arenas shall be used by Licensee due to Cactus Creek’s reservation of the Area for the specified number of days.

III. STALL FEES

Stall (includes first bedding, thereafter \$6.00 for additional 32 gallon container provided by Cactus Creek. For additional stall reservation must be made with Cactus Creek office for use of any stall. Check out time is 10:00 am.

Number of Scheduled stalls _____		\$20.00 per day	
	X _____	X _____	= \$ _____

IV. USE

During the term of this Agreement, the licensee shall be permitted to utilize the Area for the purpose of conducting the designated scheduled event. Use of the Area shall be limited to the designated portions of the Ranch and to the dates and times specified.

At the expiration of the period of reserved use, as designated in Section II of the Agreement, the Licensee shall vacate and redeliver possession of the entire Area to the Licensor in the same condition as it existed at the beginning of the reserved use period, ordinary wear and tear excepted.

The Licensee shall be responsible for the overall conduct of all participants, guests, and spectators involved in the scheduled event or shall otherwise utilize the Ranch pursuant to the terms of this Agreement. The Licensee its employees, guests invitees, agents and spectators (“Licensee’s Agents” ) shall use the Area in a safe, careful and lawful manner and shall not do any act or suffer any act to be done during the term of this Agreement which will in any way alter, mar, deface or injure any part of the Ranch. Licensee shall reimburse Licensor for all costs, expenses, administrative fees and charges incurred or imposed by Licensor to repair any portion of the Ranch which may be altered, marred, defaced or injured by Licensee, or any of Licensee’s Agents. If any such amount is not paid to Licensor by Licensee on or before 30 days following Licensee’s receipt of a demand for payment, interest shall accrue on all such outstanding amounts at the rate of 18% per annum.

The Licensee shall be solely responsible for conducting the scheduled event or applicable use of the Area including, but not limited to, scheduling, advertising, ticket sales, traffic, parking, crowd control, security and on-site medical services, as well as all labor, materials and expenses related to the conduct of the scheduled event or other use of the Area. Depending upon the type and nature of the event, the Licensor may require that the Licensee make special provisions to accommodate traffic, security, parking and crowd control, as conditions of approval of this Agreement.

The Licensee shall be solely responsible for making application, paying fees, and for securing all necessary permits as requires by City, County or State codes including, but not limited to, requirements of public health, safety, fire and taxes. The Licensee shall be responsible for insuring observance and conformity to all local codes and regulations, as well as all Cactus Creek rules and regulations as adopted from time to time, and all rules and regulations adopted by the Board of regulations as adopted from time to time, and all rules and regulations adopted by the Board of County Commissioners, including liquor use regulations.

## V. INSURANCE

The Licensee shall provide, during the entire term of this Agreement, liability insurance coverage in the amount of \$ 1,000,000 per occurrence. Cactus Creek Ranch, LLC. shall be named as an additional insured under each Insurance policy. All such Insurance policies must also provide for 10 days advance notice of cancellation to Licensor. The Licensee shall provide Licensor with certificates proving the existence of such public liability coverage no later than one week prior to the beginning of the scheduled event or use of the Ranch. No event will be conducted until proof of insurance and additional insured certificate is filed with Cactus Creek. Cactus Creek shall have the right to cancel all of Licensee’s reservations for failure to timely comply with the provisions of this Section V.

VI. PUBLIC RESTROOMS

If more than 100 people are expected to attend the event or use of the Area at any one time during the term of this Agreement, the Licensee shall provide within the Area, at its sole cost and expense, such as Port-Let, as reasonably required by Cactus Creek for the duration of such use.

VII. CONCESSIONS

It shall be decided upon at the time of reservation of dates which party shall be responsible for the choice of and securing a concessionaire.

\_\_\_ Cactus Creek will be responsible for choosing and hiring a concessionaire

\_\_\_ Licensee will be responsible for choosing and hiring a concessionaire fee for using concession area will be negotiated.

VII. HOLD HARMLESS CLAUSE

The Licensee hereby indemnifies and holds Cactus Creek and all of its employees, members, agents and guests harmless from and against any and all damages or claims, incurred, suffered or claimed against the Ranch, Cactus Creek of its employees, members guests, resulting from or related to Licensee’s use of the Area or any other portion of the Ranch including, but not limited to, any and all damages resulting from accident, injury or other incidents caused in whole or in part by any negligent act or omission of Licensee, or anyone directly or indirectly employed by Licensee, its guests, agents or invitees.

IX. 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 13-21-130, Colorado Revised Statues.*

SPECIAL CONDITIONS OR REQUIREMENTS:

A. Specify: \_\_\_\_\_

\_\_\_\_\_

B. Specify: \_\_\_\_\_

\_\_\_\_\_

#### X. RESERVATION DEPOSIT

Advance reservation deposit of \_\_\_\_ % of the rental fee specified in Section II and III of this Agreement is required upon the execution of this Agreement. The Deposit is not refundable, except in the event of weather so hazardous for traveling that the event or use of the Ranch has to be canceled. In such event a setup fee of \$ \_\_\_\_\_, if required pursuant to Section II of the Agreement, will be due and owing by Licensee, which fees Licensor is hereby directed to deduct from the refund of the Deposit. The requested scheduled dates will not be reserved in the absence of payment of the entire Deposit.

#### XI. DAMAGE DEPOSIT

Licensee is required to post a damage deposit to insure that any damage as a result of the event or use of the Area is properly repaired. Any damage not repaired by Licensee prior to the termination of this Agreement will be repaired by Cactus Creek, if it so elects, and the costs incurred by Cactus Creek, together with an administrative fee of \$ \_\_\_\_\_, will be deducted from the Deposit. If the applicable repair costs and administrative fee exceed the Deposit, Licensee will be billed for the difference. If there is no damage, or if the repairs do not exceed the Deposit, the balance will be refunded to the Licensee.

#### XII FINAL PAYMENT

The Licensee shall make final payment and clear all outstanding balances within two working days after the scheduled event. All amounts not paid in a timely manner shall bear interest at the rate of 18% per annum.

#### XIII RIGHT OF ENTRY

The Licensor reserves the right to have its employees and agents enter the Area at any time for the purpose of inspecting the Licensee's operation of the Area, or to perform maintenance activities.

#### XIV AMBULANCE

The Licensee shall cause, at its sole cost and expense, an ambulance to be present at the Ranch during all promotions of the entire event or use of the Area pursuant to the terms of this Agreement during which jumps of any kind will take place.

#### XV. MISCELLANEOUS

Merger of Prior Agreements: This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof. The parties do not intend to confer any benefit on any person, firm or corporation, other than the parties to this Agreement, except as and to the extent otherwise expressly provided herein.

Enforcement: In the event either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation

of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all reasonable costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees.

Counterparts: This Agreement may be executed in any number of identical counterparts, each of **Entire Agreement and Amendments**: This Agreement contains the entire understanding between the parties and no modifications, amendments, innovation or other alteration to the Agreement shall be valid or of any force of effect unless mutually agreed to by the parties in writing as an addendum to this Agreement.

LICENSEE

DATE

\_\_\_\_\_

\_\_\_\_\_

LICENSOR  
CACTUS CREEK RANCH, LLC.  
A Colorado limited liability company

By:

DATE

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_