

**- 2018 CONTRACT –**

**CONTRACT MUST BE COMPLETED AND RENEWED AT THE  
OFFICE EACH CALENDAR YEAR**

***Bowman County All Seasons Arena***

*PO Box 1143 - 13 ½ East Divide*

*Bowman ND 58623*

*701-523-5880 – 1-866-752-2691*

Thank you for your reservation of the **Bowman County All Seasons Arena**. The following information will help you with any questions of concerns you might have about the facility:

**Renter:**

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

Organization/Event Title: \_\_\_\_\_

Date of Event: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

***1. The rental facilities and prices for activities are as follows. Please mark all facilities requested for use:***

The arena dimensions are 250' x 120'

The total building is 280' x 150'

Warm-Up arena dimensions are 60'x90'

Maximum seating capacity is 1200

a. ☐ Riding in the Arena:

☐ 1 –5 people = \$25 per hour

☐ 6-20 people = \$35 per hour

☐ 21 people or more = \$40 per hour

**\* Event rental will take priority over  
hour-by-hour reservations.**

b. ☐ Arena Rental for Educational & Non Profit Events = \$10 per hour (school or non-profit organization - must be approved by committee)

c. ☐ Full Day Arena Rental = \$600 – Full day rentals will receive the Arena the day before beginning at 3:00 PM to set up, if needed. **There is a \$100 deposit required for each full day of rental.**

Planned Activity: \_\_\_\_\_

d. ☐ Spectator Event Rental = \$750 – Any event that charges a fee at the door will be considered a *Spectator Event*. Full day rentals will receive the Arena the day before beginning at 3:00 PM to set up, if needed. **There is a \$250 deposit required for full day spectator event rental.**

Planned Activity: \_\_\_\_\_

- e. ☐ Tractor fee - \$50.00 for use of tractor. Operator must be pre-approved by the All Seasons Arena Board of Directors.  
Operator: \_\_\_\_\_
- f. ☐ South Addition (60x90) = \$20/HR      or      ☐ \$150/Full day
- g. ☐ Grounds Fee (Any event that lasts beyond one day) = \$100
- h. ☐ Stall barns must be rented from Bowman County Fair Association. Please request separate contract.

2. **Payment Policy:**

- a. Full day rentals will be required to provide a \$100 deposit/day.
  - i. **Deposit must be submitted within 48 hours of booking the event to secure the date**
  - ii. Deposit will be applied to overall fee.
- b. A copy of this agreement (included) must be signed and returned to the address listed above together with your deposit.
- c. Balance due before keys may be picked up. If you are unable to bring your payment to the office downtown, your cash or check may be placed in the drop box just inside the All Seasons Arena ticket office. Be sure to put your payments into the envelopes that are provided, and fill out the information on the outside of the envelope so we are able to credit you for the correct day and time of your rental.
- d. **Renters are responsible for carrying insurance. Proof of Liability Insurance must be turned in prior to event at offices, including coverage for ATV, side-by-side, 4-wheeler use during the rental period.**
- e. Any damages to the building or its contents are the responsibility of the renter.

3. **Kitchen Facilities:**

- a. If kitchen area is used it must be cleaned before vacating building.
  - b. All lights, appliances, rags, garbage and fridge/freezers must be cleaned.
  - c. Kitchen Checklist located on the clipboard on the kitchen counter must be completed and returned to the office with the key, or a \$50 fee will be assessed.
- 4. All personal items must be removed, lights shut off, thermostat returned to marked temperature, and doors locked when the building is vacated. All further cleaning will be handled by the Bowman County All Seasons Arena.
  - 5. The sound system is available upon request.
  - 6. No hay, straw bales, wood chips, etc. No exceptions.
  - 7. No horses or animals may be left in the arena overnight.
  - 8. You can *pick up and return the keys* at Bowman Area Chamber of Commerce / Bowman County Development Corporation Offices between the hours of 8:00 am and 5:00 pm Monday through Friday, closed on holidays.
  - 9. All garbage must be picked up in the bleachers, on the cement and in the bathrooms. All trash must be hauled to the dumpsters.
  - 10. All manure left by animals must be pick up – leaving manure or other garbage in the arena will result in a \$50+ fine for renter – NO EXCEPTIONS.

In addition to the above statements, renter please initial the following stipulations:

Initial

1. I understand that all manure left by animals must be picked up. Leaving manure or other garbage in the arena will result in a \$50+ fine - NO EXCEPTIONS. \_\_\_\_\_
2. I understand if any animals associated with a booked event are penned outside, renter is responsible for ensuring that all manure has been cleaned up upon completion of event. \$100 fine will be issued to event holder if areas are not cleaned. \_\_\_\_\_
3. Any damages to the building or its contents are the responsibility of the renter. \_\_\_\_\_
4. **CANCELLATION POLICY:** The office must be notified at least 24 hours in advance of any cancellations of advance rental bookings. This policy will be strictly enforced; the arena bookings are tight and if you aren't able to use your rental hours, someone else may very likely be waiting for that time slot. If you fail to notify the office, you will be billed for your hours whether or not you use them. Call 701-523-5880; we accept cancellation messages after business hours as long as they are made 24 hours in advance. \_\_\_\_\_

If you have any further questions or requests, please call the Bowman County Development/Chamber of Commerce office at 701-523-5880.

Thank you for taking care of this facility while renting it.

Sincerely,

Bowman County All Seasons Arena Board of Directors

\_\_\_\_\_

I have read this agreement and hereby agree to all of the terms and conditions listed herein. I agree to pay a deposit in the amount of \$\_\_\_\_\_ for a full day's use, included with this agreement, and to pay the balance of \$\_\_\_\_\_ which is due before the keys may be picked up.

Deposit: \_\_\_\_\_

Total Rental Amount: \_\_\_\_\_

\_\_\_\_\_  
Renter

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Email

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

## WAIVER, RELEASE & INDEMNIFICATION

**Read this form carefully and be aware that you will be waiving, releasing, and indemnifying All Seasons Arena and its Board of Directors for any damage to the facility or liability incurred as a result of its use.**

I am fully aware of and understand that damage may occur to the facility and liability may be imputed to me from use of the facility.

On behalf of myself and/or the participants represented in this contract, I hereby:

1. agree to assume all risk of damage to the facility as a consequence of its use;
2. waive, release and discharge All Seasons Arena, its agencies, officers, employees, and volunteers from any and all liability they may incur resulting from the use of the facility;
3. indemnify, save, and hold harmless All Seasons Arena, its agencies, officers, employees and volunteers from any and all claims of any nature, including costs, expenses, and attorneys' fees which may in any manner result from the use of the facility.

This waiver, release and indemnification shall be construed broadly to provide a waiver, release, and indemnity to the maximum extent permissible under applicable law.

**I HAVE READ AND FULLY UNDERSTAND THE ABOVE AGREEMENT SPECIFYING MY WIAVER, RELEASE, AND INDEMNIFICATION OF ALL CLAIMS.**

Name (Please Print) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_