

FAARM CLINTON ARENA MEMBER CONTRACT & PERMIT FOR USE

2023 CLINTON ARENA RIDING MEMBERSHIP DUES

| | |
|--|--|
| 2023 Member Fees Due December 31, 2022 | \$200.00 |
| Guest Fee (guest of member) | \$10.00/PER PERSON |
| Arena Member Booking – 2 Hour Booking | Book thru 225-316-6779 or clintonlaarena@gmail.com |
| Arena Event Booking | \$250.00(Please contact the arena for pricing and availability. Clinton Arena Event Contract must be completed prior to scheduling the event.) |

THIS PAGE MUST BE FILLED OUT COMPLETELY FOR MEMBERSHIP TO BE APPROVED. THESE POLICIES AND PROCEDURES ARE PART OF THE MEMBER CONTRACT, AND THE APPLICANT MUST COMPLY WITH ALL REGULATIONS SET FORTH ABOVE.

PLEASE PRINT CLEARLY

All Family Member(s):

Name: _____ Birthdate: _____

Name: _____ Birthdate: _____

Name: _____ Birthdate: _____

Name: _____ Birthdate: _____

Name: _____ Birthdate: _____

Name: _____ Birthdate: _____

Name: _____ Birthdate: _____

Address: _____

Phone: (Cell) _____ E-mail Address: _____

*******MEMBERS AND THEIR GUESTS USE THE FACILITY AT THEIR OWN RISK*******

Termination of Membership: *Clinton Arena reserves the right to terminate the User's membership agreement for worthy cause including but not limited to, violation of the membership agreement rules. In the event that Clinton Arena exercises that right, membership payment is not refunded. Should Clinton Arena exercise said right to terminate this agreement, User agrees to forego any and all claims against Clinton Arena and further recourse of any kind against Clinton Arena. FAARM has my permission to publish my name on the Clinton Arena website and the Clinton Arena Membership section. **By signing below, I agree as a member of FAARM/Clinton Arena, I will require all guests to pay a fee of \$10.00 per person, if riding contact, bareback, saddled, driving, or any other activity on horseback on any part of the Clinton Arena premises. Photograph Release:** I consent and agree that my name and any family members name and photographs and/or digital images in which I appear may be used by FAARM/Clinton Arena, its agents, assignees or successors, in whatever way they desire. Such uses may include but are not limited to posting of the images on the Clinton Arena website or social media pages for advertising, public information, or any other purpose. I agree that the terms of this agreement are governed by, and jurisdiction is proper in East Feliciana Parish, Louisiana. I understand the terms of this agreement, and I have authority to sign it.*

*******Please note below if anyone is a service member or a veteran*******

Service Member and Branch of Service

Signature: _____ Date: _____

Printed Name: _____

OFFICE USE ONLY

Date Membership Paid: _____ Board Member Signature: _____



Clinton Multi-Purpose FAARM Arena

Policies & Procedures

for Riding Membership

Clinton Multi-Purpose FAARM Arena Policies & Procedures For Riding Membership

Website: www.clintonarena.com Text Number: (225) 316-6779

Physical Address: 14730 Hwy 10, Clinton, LA

Mailing Address: P.O. Box 2066, Clinton, LA 70722

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THE 2023 FAARM CLINTON MULTI-PURPOSE ARENA POLICIES AND PROCEDURES FOR RIDING MEMBERSHIP

Website: www.clintonarena.com Text Number: (225) 316-6779

Physical Address: 14730 Hwy 10, Clinton, LA

Mailing Address: P.O. Box 2066, Clinton, LA 70722

Purpose of Policies and Procedures:

To provide consistent guidelines for users and to provide a safe and quality experience while using the Clinton Arena operated by Feliciana Area Agricultural Recreation & Marketing Corporation (hereinafter referred to as "F.A.A.R.M"). For the purposes of the contract FAARM is also referred to as Clinton Arena. Clinton Arena is a volunteer driven facility. A volunteer driven facility means that volunteers do all the work to maintain the facility with the exception of the Police Jury helping to keep the grass cut. All projects, repairs, tractor maintenance, paperwork (grants, taxes, bills), trash removal, insurance, bathroom cleaning, and arena wetting are managed and/or done by volunteers. In order to assist the Clinton Arena, we require that all members do their part when using the facility to maintain a clean environment.

Purpose of Dues and Fees:

To generate revenues that will offset the operational costs (insurance, power, water, maintenance) of the facilities and to provide funds for future capital improvements. Dues and Fees for use of the Clinton Arena facilities will be reviewed by the FAARM Board of Directors annually with the intent to balance: the service needs of the community; the facility target user market; offer competitive and reasonable rental rates; cover operational costs and future capital improvements.

General Usage Policies

FAARM Board members, heretofore referred to as management, shall have the right at all times to enforce all rules and regulations described herein, and shall have the right to eject all persons who fail or refuse to comply with the rules and regulations and have the right to amend these rules at any time to protect the arena and its members. FAARM Board members have the ability to amend or update this agreement at any time.

Animals:

Members utilizing the Clinton Arena for any activity, in which animals are used or exhibited, shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or orders as they relate to the needs and rights of those animals, which are under the User's care and control. ALL HORSES ARE REQUIRED TO HAVE A CURRENT COGGINS AND USER MAY BE ASKED TO PRODUCE A COPY OF THE COGGINS AT ANY TIME WHILE ON CLINTON ARENA PREMISES. A COPY OF REGISTRATION PAPERS MAY ALSO BE REQUESTED IN CONJUNCTION WITH THE COGGINS PAPER IF APPLICABLE. All animals must be penned, stalled and otherwise confined or under the direct control of owner or handler at all times. Persons keeping animals on the premises must use every care to assure safety of visitors and other facility patrons/personnel. Violation of this policy may result in removal of member and animals from the premises. Any dog on the premises must be on a leash and in control of the owner or individual who brings the dog to the premises while at the Clinton Arena facility at all times if other members or patrons are present at the arena. The individual who brings the dog to the facility or the owner of the dog is strictly liable to any actions pertaining to the dog and will indemnify Clinton Arena, East Feliciana Parish Police Jury, the FAARM Board and FAARM members and insurers in the event any injury or damage which occurs as a result of the dog.

Riding Membership Fees and Rules

The 2023 riding membership fee is \$200.00 per calendar year. The membership privilege allows for the member to use the facility providing there is no scheduled event. The member must request and reserve the facility on the Clinton Arena calendar. Members understand that there is a **2-hour limitation** on the duration of riding reservations in the event that another member would like to use the facility on the same date. **Even though the arena is not rented, members are NOT allowed to use the arena past the 2-hour limitation unless approved by the Clinton Arena. If members**

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want to reserve the arena for more than their 2-hour limitation, they can schedule an event by contacting the Clinton Arena. Members may only have two (2) pending reservations on different dates on the calendar at any given time. If for any reason a member must cancel their scheduled ride time(s), PLEASE notify the arena by phone or email as soon as possible so that time block can become available to other members. Member(s) making arena reservations must be listed as the primary member(s) only (max.of 2). No children under the age of 18 will be allowed to make reservations.

The Clinton Arena is for the use of the general membership and the use privilege is not to be abused by one member or a group of members (i.e. *guests not paying*). In the event that one member or a group of members monopolizes the available rental times whereby other members are unable to use the facility, the FAARM Board reserves the right to review logged hours and give priority to members with fewer usage hours if a conflicting time is requested. The annual membership is applicable to all resident relatives of the member's household including spouse and children under the age of 18. Primary member(s) must be present while children under the age of 18 listed under family members on this contract are riding @ the arena.

Membership privileges include the use of the covered arena and immediate grounds. Bathroom facilities will be available during scheduled events but may not be available during member usage time periods. It is up to all members to help keep the bathroom facilities clean. The doors to the bathrooms are unlocked but it is required to leave the doors shut. **The membership privilege specifically EXCLUDES use of the grounds north of the covered arena beyond the woven wire fence and use of the arena tractor.** The land north of the woven fence is not available for general use and members under this contract may not ride, hike or conduct other activities in that area. Recreational motorized land conveyances including but not limited to 4-wheelers, side by side ATV's, golf carts, motorcycles, dirt bikes, etc. are strictly prohibited for use on arena premises. Owners and/or operators are solely held accountable for any infractions that may occur while operating the vehicle.

Livestock Fee:

Livestock can only be transported to the arena for a paid event or with a member's paid livestock fee. The riding membership is allowed to use livestock during their 2-hour reservation if a **\$25.00 Livestock Fee** is paid. Livestock includes bovine, goats, sheep, pigs, or any other type of livestock other than equine. This fee must be paid when the arena is reserved. **If a member is found to have transported livestock to the arena without scheduling an event or without paying a Livestock Fee, the member's riding membership will be suspended for a 12-Month period without refund.**

**ALL EXISTING/PAST MEMBERS MUST MAIL IN CONTRACT FOR APPROVAL OF FUNDS
1ST TIME OR NEW MEMBERS MUST SUBMIT CONTRACT & MONIES IN PERSON @ CLINTON ARENA**

All mailed payments are to be addressed to: Clinton Arena/FAARM, P.O. Box 2066, Clinton, LA 70722
Membership fees are to be paid by personal check, cashier's check or cash. If a check is returned NSF, member will be responsible for all NSF charges incurred by Clinton Arena and personal checks will not be accepted for future payments of any kind. All memberships must be paid in full prior to use of the arena. Any NSF charges, damage fees, etc. must also be paid in full or membership privileges will be revoked. This membership contract is for the calendar year beginning January 1, 2023 and ending on December 31, 2023. This membership is granted subject to the above-mentioned rules and regulations, and the acceptance and use thereof by the applicant (member) is an agreement on his behalf to comply with all the terms and conditions herein set forth, together with all rules of procedure hereof established by Clinton Arena.

Member Notice #1

The sprinklers put out 100 gallons per minute of water. Please keep this in mind if any member (must be over the age of 18 to operate any machinery, sprinklers, PA system, etc. at Clinton Arena) decides to water the arena. Please do NOT abuse this privilege as the board members can at any time revoke privileges (including but not limited to: bathrooms, light use, water use, and tractor or equipment use).

Member Notice #2:

TURN OFF bathroom and arena lights when finished. A fee of \$25 will be charged for each offense. Only members over the age of 18 can operate any machinery (tractor, etc.) at the Clinton Arena and MUST provide proof of driver's license before approval by the board is made.

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Clean-Up:

It is the responsibility of the member to place all litter and trash in the trash containers provided. Any members that are at the arena any day/night prior to Thursday morning can put garbage out. Any members that are at the arena after the trash is picked up we ask that member would bring trash containers back up to the arena.

Damage Costs:

The User shall be responsible for all damages to the Clinton Arena facilities and property caused by User and/or User's guest. All costs deemed necessary and incurred by Clinton Arena for replacement and/or repairs caused on behalf of the user and/or User's guest will be billed to the User. Payment must be made within fifteen (15) days after receipt of billing.

Alcoholic Beverages and Smoking:

No alcoholic beverages may be brought to the Clinton Arena. Smoking is not allowed in the arena or in the bathroom facilities.

Defacement:

User and/or User's guest shall not injure, mar, nor in any manner deface the facility or any equipment contained therein and will not make any alterations or any kind to the facility contained therein.

Member is responsible for guest(s) at all times.

Alcoholic Beverages and Smoking:

No alcoholic beverages may be brought to the Clinton Arena. Smoking is not allowed in the arena or in the bathroom facilities.

Accident Management:

In the event of an accident or emergency, User agrees to report all accidents, occurrences and incidents immediately. A copy of the incident report will be provided to each member. Reports must include:

- Name, address and telephone number of the injured person(s)
- Name, address and telephone number of any witness(es)
- A description of the accident (how, when and where is happened)
- A description of the extent of bodily injury or property damage.

Indemnification:

To the fullest extent permitted by law, the User shall indemnify and hold harmless Clinton Arena, East Feliciana Parish Police Jury, the FAARM Board and FAARM members and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to

injuries, losses or damages arising out of, resulting from, or in any manner connected with the User's use of Clinton Arena.

WARNING: Under Louisiana law, a farm animal activity sponsor or farm animal professional is not liable for any injury to or the death of a participant in farm animal activity resulting from the inherent risk of the farm animal activity pursuant to R.S.9:2795.1- 9:2795.3.

Lost or Stolen Articles:

Clinton Arena will not be responsible under any circumstances for property of the User or guests while on Clinton Arena premises. Furthermore, Clinton Arena is not responsible for any loss of articles or equipment left unattended in any facility.

Objectionable Persons:

FAARM in its sole discretion reserves the right to eject from the facility and premises any objectionable person or persons that FAARM shall not be liable to User or User's guest for any damages that may be sustained through the exercise of such right.

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Prohibited Activities:

FAARM retains reasonable approval right overuse of the facility. User agrees that only current paid members are allowed to use membership privileges. It is understood by all parties that fireworks, firearms or any other such related activities are not allowed on the Clinton Arena premises at any time. Other activities may also be deemed inappropriate and disallowed by FAARM Board.

Reservations:

User must check www.clintonarena.com website calendar to determine availability. User understands that the membership right to use the facility is based upon availability. Any scheduled event takes precedence over a member’s user privileges. User furthermore understands that use of the arena is limited to two (2) hour time blocks if another member is also requesting use of the facility on the same date. User may only schedule two (2) reservations at any given time and may not book the arena for more than two (2) weeks out from requested rental date. If a member is unable to ride at their scheduled time it is up to that member to notify the appropriate FAARM Board Member to remove them from the calendar. Members are responsible for scheduling or cancelling only their times. Changing, adding or cancelling of other members’ times will not be permitted. Any extra members or guests not listed on the calendar must check in with the appropriate FAARM board member as this will help with the tracking of arena usage and by what members or non-members.

Member Fees:

Members may bring a riding guest but there is a fee for each riding guest. **The fee is \$10.00 per riding guest per booking.** The guest is the responsibility of the member, and the member is accountable for the actions of the guest. Guest must read and understand the rules and regulations associated with Clinton arena. There is no fee for guests who come to observe and do not ride but we do ask for those guests to remain outside of the arena. ***If ANY member is caught not having guest(s) pay their fee(s), the Clinton Arena Riding Member’s Membership will be suspended for a 12- month period without refund.*** This includes any riding contact (bareback, saddle, driving, etc.) on any part of the Clinton Arena premises.

*****MEMBERS AND THEIR GUESTS USE THE FACILITY AT THEIR OWN RISK*****

Security:

Clinton Arena does not provide security. Members or renters use the facility at their own risk and are responsible for their own actions and protection.

Changes in These Policies:

Clinton Arena reserves the right to adjust rental policies and rates. Policies and rates are subject to periodic review. The policies and procedures in place at the time of the signing of the rental agreement will govern for the designated calendar year.

WARNING: UNDER LOUISIANA LAW, A FARM ANIMAL ACTIVITY SPONSOR OR FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITY RESULTING FROM THE INHERENT RISKS OF THE FARM ANIMAL ACTIVITY, PURSUANT TO R.S. 9:2795.1-3.

CLINTON ARENA FEE SCHEDULE

| | |
|--|--|
| 2023 Member Fees Due December 31, 2022 | \$200.00 |
| Guest Fee (guest of member) | \$10.00/PER PERSON |
| Member Livestock Fee | \$25.00(must be paid at time of reservation) |
| Arena Event Booking | \$250.00(Please contact the arena for pricing and availability. Clinton Arena Event Contract must be completed prior to scheduling the event.) |

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