



Clinton Multi-Purpose FAARM Arena
Policies & Procedures and
Event Rental Agreement

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The 2021 FAARM Clinton Multi-Purpose Arena Policies and Procedures

Purpose of Policies and Procedures:

To provide a consistent guideline for Users/Leasees and to provide a safe and quality experience while using the Clinton Arena aka Feliciano Area Agricultural and Recreational Marketing Group (F.A.A.R.M.)

Purpose of Fees:

To generate revenues to offset the operational costs of the facilities and to provide funds for future capital improvements.

Establishment of Fees:

Fees for use of the Clinton Arena facilities will be reviewed on an annual basis 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.

For the purposes of these policies and procedures and the rental agreement attached hereto and made a part of these policies and procedures Clinton Arena shall refer to the Clinton Arena FAARM, FAARM members, FAARM Board, East Feliciano Police Jury, East Feliciano Parish, directors, producers, volunteers, employees and Clinton Arena Management (referred to as management).

User shall refer to any party renting or leasing the facility and their guests for their events to be held at the Clinton Arena Facility.

Clinton Arena shall also refer to the actual covered arena, available outbuildings, and the surrounding grounds which are part of the facility.

Access During Events

Management or individuals who are responsible for management and maintenance of the facilities shall have the right to access the facilities at any time during any event.

Accident Management

In the case of an accident or emergency, User agrees to cooperate with Clinton Arena in the formulation of an action plan and response to media inquiries. All accidents, occurrences and incidents must be reported to Clinton Arena management immediately. Reports must include:

- 1 – Name, address and telephone number of the injured person or persons
- 2 – Names, address and telephone number of any witnesses
- 3 – A description of the accident (how, when and where it happened)
- 4 – A description of the extent of bodily injury or property damage

Advertising

Users shall not hang signs, bunting or other advertising materials anywhere on the premises without prior approval of Clinton Arena management. Management does recognize the need for Users to display sponsor advertising, therefore advertising materials and locations will be determined on an event-by-event basis. The User agrees that all advertising of the event will be honest and true. The User will identify the facility as Clinton Arena which may not be abbreviated. No advertising or publicity may state or imply that the Clinton Arena sponsors, or management is responsible for the User's activities during the period of use. Our official logo may be requested for use in advertisements and promotions materials by the User.

Alcoholic Beverages

No alcoholic beverages may be brought to the Clinton Arena. No exceptions!

Animals

Users 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 order applicable to the care and treatment of animals. User assumes the full responsibility to meet and satisfy all applicable ordinances, laws, 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 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 precaution to assure safety of visitors and other facility patrons/personnel. Violation of this policy may result in removal of animals and owners/handlers from the premises.

Cancellation by Clinton Arena

Clinton Arena reserves the right to terminate the User's agreement for reasons within its control for good cause. In the event that Clinton Arena exercises that right, it shall refund all deposits and release the User from liability for payment of, the amount provided for on face of this agreement. 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.

Cancellation by User

Should User cancel the event covered under this agreement, no deposit refund shall be made. If the cancellation is within 7 days of the scheduled event Clinton Arena reserves the right to collect the full rental fee as called for by this agreement and it shall be payable by the User to Clinton Arena as liquidated damages, not as a penalty. The User agrees to also pay any reasonable reimbursable expenses incurred by Clinton Arena in connection with the event covered by this agreement. All cancellations shall be in writing and effective upon receipt by Clinton Arena.

Clean-up

It is the responsibility of the User/Renter of an Event to place all litter and trash in the trash cans and place trash bags out by road for trash pickup prior to closing time. The renter of the arena will be fined \$100 for not properly cleaning up the arena at the end of any event. If this fee is not paid, the renter shall not be allowed to rent the arena at a future date.

Damage Costs

The User shall be responsible for all damages to the Clinton Arena facilities and property. All costs deemed necessary and incurred by Clinton Arena for replacement and/or repairs caused on behalf of the User will be billed to the User. Payment must be made within fifteen (15) days after receipt of billing. The User may be required to post a security deposit to defray the cost of minor repairs and clean up if necessary. The deposit will be refunded if the facility and property are left in a clean state and there are no damages. The deposit shall be due and payable a minimum of two (2) weeks prior to commencement of the event.

Decorations

All decorating plans must be submitted and approved by Clinton Arena a minimum of two (2) weeks prior to an event. Regardless of the facility or the type of decoration, the User must remove all decorating materials immediately following the event. No signs are to be posted on or in the bathroom facility.

Defacement

User shall not injure, mar, nor in any manner deface the facility or any equipment contained therein and will not allow to be made any alterations of any kind to the facility contained therein.

Event Marketing

Clinton Arena shall not be responsible for event promotion. The office phone number as well as any phone number shall not be published or placed on any promotional material for any event or otherwise published in connection with an event. The Clinton Arena logo may not be used on any promotional material without the express written consent of Clinton Arena.

Event Staffing

User shall provide all security, users, announcers, ticket takers and other personnel necessary to conduct the activities described in the rental agreement. Clinton Arena will provide personnel for limited activities at the discretion of the Clinton Arena management.

Facility Alterations

User may not undertake any plumbing, electrical, tele-communications, carpentry or mechanical work on any of the facility. All alterations or special needs must be requested in writing and submitted a minimum of 45 days prior to the event.

Fees

All fees may be subject to negotiation and approval by Clinton Arena Board of Directors.

Fire Lanes

All vehicles must be parked in designated areas in such a manner so as to not block emergency vehicle access to areas of Clinton Arena. Fire lanes of 20 feet are to be maintained on all parking areas. Any vehicle violating this rule will be towed at the owner's expense and if there is any issue in regard to charges incurred by the owner of said vehicle the User will be responsible for handling any dispute or payment of any charges.

Fire Safety Standards

All fire regulations in the Uniform Fire Code (1997 UFC) shall be strictly observed. Management will work with User in pre-planning the event, but the User is responsible to ensure compliance with UFC. Users should contact the East Feliciana Sheriff's Office prior to a scheduled event.

Food Service/Event Catering

User is responsible for any catering or food service provided unless otherwise specified in writing by the Clinton Arena. Clinton Arena assumes no responsibility or liability for food products provided at the facility.

Glass Containers and Liquid Petroleum

Glass drinking containers are NOT permitted at the Clinton Arena facility. Liquid petroleum (propane tanks, butane, etc.) must be used in accordance with safety standards and under supervision.

Indemnification

To the fullest extent permitted by law, the User shall indemnify and hold harmless Clinton Arena, East Feliciana Parish, East Feliciana Police Jury, the FAARM Board and FAARM members, employees or volunteers 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 event, pursuant to the Rental Agreement, if any such injury, loss or damages is caused in whole or in part by or is claimed to be caused in whole or in part by, the act omission error, mistake negligence or fault of User, any officer, employee, representative or agent of the User, anyone directly or indirectly employed by the User, or anyone for whose actions the User may be liable, provided, however that except for worker's or workmen's compensation, disability benefits or other similar employee benefit claims, User is not obligated to indemnify the parish hereunder for that portion of any claims damages. Losses demands and expenses arising out of or resulting from any negligent act or omission of the Parish, or their agents and employees. User's indemnification obligation hereunder shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any part or person described in this section. With respect to any and all claims against the Parish or any of the officers, employees or agents by any employee of User or anyone directly or indirectly employed by User or anyone for whose acts User may be liable the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the User, under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts. **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.**

Intellectual Property

User will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in User's event. User agrees to indemnify, defend and hold Clinton Arena and East Feliciana Parish, East Feliciana Police Jury, the FAARM Board and FAARM members harmless from any claims or costs, including legal fees, which might arise from use of any such material.

Liability Limitations of Parking

The Clinton Arena hereby declares it is not responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on Parish property or at any location for the purpose of attending an event at Clinton Arena. Clinton Arena is not responsible or liable for any injury or damage that occurs due to parking methods and guests of Clinton Arena who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

Lost or Stolen Articles

Clinton Arena will not be responsible under any circumstances for property of the User or guests and/or participants of the User's event while on Clinton Arena premises. Furthermore, Clinton Arena is not responsible for any loss of articles or equipment left unattended in any facility. The usage of security personnel when such equipment or articles are left in the facility shall be the responsibility of the User. All articles, equipment, exhibits, displays or materials shall be brought to the facility only at such hours as designated by the Rental Agreement. User assumes all responsibility for any goods or material, which may be placed in storage before, during, or after the User's event.

Move In/Move Out Dates

These are pre-event and post event dates used to set-up for and tear down the necessary facility adaptations to conduct the event. They include bringing equipment and vehicles into Clinton Arena, hanging banners, hauling animals on to the property and other activities associated with conducting an event. Charges for Move In/Move Out days will be as determined by Clinton Arena and specified in the Rental Agreement.

Objectionable Persons

Clinton Arena reserves the right to reasonably eject from the facility and premises any objectionable person or persons and Clinton Arena shall not be liable to User for any damages that may be sustained through the exercise of such right.

Performance Approval

Clinton Arena retains reasonable approval right over performance, exhibition or entertainment to be offered under this agreement, and User agrees that no activity or part thereof shall be given or held if Clinton Arena objects on the grounds of character offense to public morals, excessive liability exposure and/or risk, and/or failure to uphold advertising claims or violations of content restrictions agreed to by both parties at the time of execution of this agreement. 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. Clinton Arena will not host political rallies and/or politically motivated events.

Permits

The User is responsible for obtaining all permits otherwise required by law. Users should contact the appropriate permit departments at least thirty (30) days prior to the event. Noise variance permits may be required.

Photos

Clinton Arena may take photos of public events held at the facility. These photos shall be the property of Clinton Arena and may be used by Clinton Arena for educational or promotional purposes.

Rental Equipment

Frequently Users have a need for items and equipment that are not available as part of the Clinton Arena contract. It is the responsibility of the User to arrange for and submit payment for any rental equipment needed for their event.

Reservations

User must contact Clinton Arena to determine date of arena availability and to complete a rental agreement. A signed reservation agreement is required to hold dates. Consideration may be given to the User to rent the same dates for the following year, however, there is not guarantee of availability until a signed reservation agreement is completed.

Sales Tax Collection

Users and User vendors are responsible for payment of all sales, use, assessments and/or fees in compliance with East Feliciana Parish and the State of Louisiana. It is the User' and/or the User vendors' responsibility to collect and submit payment to the Louisiana Department of Revenue.

Security

Clinton Arena has the right to require event security, based on the type of event at the expense of the User. Clinton Arena with the consultation of the East Feliciana Sheriff's Office will determine event security needs. All event security plans must be submitted and approved by Clinton Arena a minimum of 30 days prior to an event.

Sub-Leasing

The User may not, under any circumstances, sub-lease facilities, equipment or materials owned by Clinton Arena and/or East Feliciana Parish.

Time of Events

Clinton Arena reserves the right to regulate the time, place and manner of proposed activities in its facilities after considering all applicable factors and interests. The terms "set up" or "tear down" shall include the use of the facilities for moving in and out equipment, and preparation of the facility for the event.

Use Regulations

Clinton Arena management may refuse event bookings if they believe that the event may cause undue or unusual damages to the facilities or that the event may violate local, state or federal laws, rules or regulations.

Vender Rates

A permit for the sale of merchandise items, other than food, will be issued to any qualified vendor for a \$50 fee and specified in the Rental Agreement. All vendors must be pre-approved by Clinton Arena.

Insurance Requirements

The User shall procure and maintain, at its own expense, insurance with insurers with an A- or better rating as determined by A.M. Best's Rating Guide, a commercial General Liability Policy covering the User's event and activities. Said insurance shall provide a minimum of One Million Dollars (\$1,000,000). The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damages, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors and products. The policy will contain a severability of interest's provision. The policy will also include all phases of the event (move-in dates, set up preparation, actual even, and specific hours of occupancy, move-out and cleanup dates.) The User shall provide Clinton Arena the certificate of insurance naming FAARM Clinton Arena and East Feliciana Parish its officers and employees as additional insured and naming the specific event and date(s) being insured. The User will not be permitted to occupy or use Clinton Arena unless and until this insurance is provided. The certificate of insurance is to be provided with the signed Rental Agreement 7 days prior to move in date or event will be cancelled and removed from the calendar.

Changes in These Polices

Clinton Arena reserves the right to adjust rental policies and procedures are subject to periodic review. The policies and procedures in place at the times of the signing of the rental agreement will govern. Clinton Arena also reserves the right to rent the facility by Private Treaty.

THESE POLICIES AND PROCEDURES ARE PART OF THE RENTAL CONTRACT AND THE APPLICANT/USER MUST COMPLY WITH ALL REGULATIONS SET FORTH ABOVE.

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

APPLICATION AND PERMIT FOR USE OF THE FAARM CLINTON ARENA

Name of Renter or Organization: _____

Renter's Name: _____

Street Address: _____ Mailing Address: _____

City: _____ State: _____ Zip: _____

Phones: (Home) _____ (Cell) _____

E-Mail Address: _____

Dates of Event: _____

Move In Date: _____ Move In Time: _____ (Move In Times are only after 3:00 pm)

Move Out Date: _____ Move Out Time: _____ (Move Out Times are prior to 10:00 am)

This permit is granted subject to the above-mentioned rules and regulations, and the acceptance and use thereof by the applicant 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.

All mailed payments are to be addressed to:

*Clinton Arena/FAARM
P.O. 2066
Clinton, LA 70722*

****FEES AND ADDITIONAL REQUIRED PROCEDURES****

- **The Event Rental Fee of \$250, an applicable Vendor Fee of \$50 if required must be PAID 2 days prior to the event. This fee shall only be returned for a cancellation of an event at the discretion of the Clinton Arena Board of Directors.**
- **Insurance for the event must be provided no later than 2 days prior to the event. If not provided this will result in the cancellation of the event without refund.**
- **CANCELLATION of a scheduled event less than 7 calendar days of the scheduled event shall result in the loss of the Rental Fee.**
- **HORSE SHOW PRODUCERS are required to remove all trail obstacles, barrels, poles, etc. from the arena at the conclusion of each show. Penalty if not removed will be a \$100.00 removal fee.**
- **ROPING PRODUCERS are required to remove all dirt/sand that is placed in the roping chute &/or the lead up at the conclusion of the event. Penalty if not removed will be a \$100.00 chute cleaning fee.**

Detailed description of event including any special requirements of needs:

INITIAL _____

FEE SUMMARY FOR THIS SIGNED EVENT RENTAL AGREEMENT:

<u>FEE TYPE</u>	<u>FEE AMOUNT</u>	√
FULL DAY RENTAL RATE (\$100 Clean Up Fee if not properly cleaned at the end of an event)	\$250.00	
VENDOR FEE (required for vendors other than food vendors)	\$50.00	
EVENT RENTAL FEES DUE		
REMOVAL FEE (Horse Shows)	\$100.00	
REMOVAL FEE (Chute Cleaning)	\$100.00	
CLEAN UP FEE	\$100.00	
ADDITIONAL FEES DUE		
TOTAL RENTAL FEES DUE		

_____ Amount Received _____ Check # _____ Cash _____ Date Received

_____ **No alcoholic beverages or any type of Glass Beverage Containers may be**
(Renter Initial) **brought to the Clinton Arena.**

INSURANCE REQUIREMENTS

All the above must provide at their own expense, insurance with insurers with an a- or better rating as determined by a.m. best's rating guide a commercial general liability policy of insurance. SAID INSURANCE SHALL PROVIDE LIMITS OF ONE MILLION (1,000,000). The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy will contain a severability of interest's provision. The policy will also include all phases of the event (move-in dates, set up preparation, actual event, and specific hours of occupancy, move-out and clean-up dates). The user shall provide Clinton Arena the certificate of insurance and the user will not be permitted to occupy or use Clinton Arena unless and until this insurance is provided.

Lessee (user/renter) hereby acknowledges receipt of the rental agreement including policies and procedures and hereby accepts all the terms and conditions set forth herein as established by F.A.A.R.M., Clinton Arena.

Signature of Representative or Lessee **Date**

Printed Name and Title

Permission is hereby granted to hold the above event on the dates specified in accordance with the financial and written provisions of the above.

Signature of Clinton Arena Board Member **Date**

Printed Name and Title

To Be Completed by a Clinton Arena Board Member:

_____ Upon inspection of the Clinton Arena, all cleanup was not completed and a fee of \$100 has been
(Renter Initial) assessed to the renting organization.