



WYN FARM EVENT AGREEMENT

This Event Agreement (the "Agreement") is dated this _____ day of _____, 2019, by and between Wyn Farm LLC, referred to as "Wyn Farm," and the undersigned group or association, referred to as "Event Group".

Specific Facility to be utilized, Check what is needed:

- Indoor Arena per day
- North Main Arena (200x200) per day
- North Warm-up Arena (next to indoor) per day
- South Main Arena (190x300) per day
- South Main Arena (one (1) dressage arena included) (95x300) per day
- South Warm-up Arena per day
- East Shed Row (each stall per 24 hours, including tack and feed stalls)
- West Shed Row (each stall per 24 hours, including tack and feed stalls)
- Trailer-in Fee (per horse) per day
- Cross Country Course (per horse/ rider combination)
- Tents set up/ take down fee per tent
- Table(s) with chairs set up/ take down
- Hunter Jumps (9) per day
- Jumper Jumps (9) per day
- Camping per trailer per night
- Auditor Fee per person (subject to change)
- Vendor spot per day
- Announcing Equipment per day
- Additional Dressage Arenas each
- Additional Dragging per occurrence
- Additional Watering per occurrence
- Additional Port-o-potty per unit

Included is the use of the required arenas (arenas will be dragged and watered if needed by Wyn Farm prior to Event Club arrival), one port-o-potty, water for the horses, and manure dumpster. Event Group shall strip all stalls prior to departure (otherwise there shall be an additional per stall non-strip fee, charged per non stripped stall).

Other (list)

Total Fees: _____

Individual/Group/Organization: _____

Specific Purpose/Activity (Description of Use, the "Event"): _____

Estimated number of people (mounted): _____

Estimated number of people (unmounted participants): _____

Contact Person: _____

Phone (H) _____ (W) _____

Email: _____

Billing Address: _____

DATES OF EVENT: Horses are to arrive after 5pm day prior to event, and horses are to leave facility before 8pm on the last day of facility rental.

The **UNDERSIGNED**, having represented to Wyn Farm that the foregoing is a true and correct statement of the intended use of the facility set forth above, agrees for himself/herself and for the Event Group to the following conditions for the use of such facilities as outlined above:

1. **USE:** The use of the facility shall be on the date, at the times, and solely for the activities and purposes set forth above and for no other use or purpose whatsoever.
2. **FEE:** Rental fees are charged based on specific uses for reserving facilities for commercial uses, non-profit groups and individual uses. Half of the total amount set forth above is due in full one week prior to the event. The remainder of the payment is due upon departure. Payment after the due date shall bear a 15% surcharge. No refund for withdrawals.
3. **CLEANING OF FACILITY/PREMISES:** Event Group agrees that the designated Wyn Farm facilities are in clean and showman-like shape. The facilities in use shall be left clean by the Event Group using the facility. In the event it is not, Wyn Farm reserves the right to clean, and charge the Event Group for the cleaning.

4. COMPLIANCE: Applicant agrees that any use made of the property or facilities described and any erection of structures, moving of any equipment, vehicles, or the performance of any other activity related to the Event shall be accomplished in a safe manner consistent with all laws and regulations.

5. OBSERVANCE OF LAWS AND STANDARD OF CARE: Under this Agreement, the Event Group shall comply with all applicable state, municipal, local laws and Wyn Farm rules and regulations, and shall observe a standard of care which shall avoid any injury to Event Group, and its participants, invitees, licensees, volunteers and others, or inconvenience of the public or other users of the facility. Event Group shall assure that the use of the facility shall not constitute a nuisance or breach of the peace and understands that the undersigned Applicant shall be personally responsible and liable for any breach of this term.

Note: Any unsafe condition must be corrected immediately. If the unsafe condition may be related to Wyn Farm or its facilities, the unsafe condition must be reported immediately.

7. DAMAGE: The Applicant is responsible for any destruction, displaces, damaged or altered facilities or any property located thereon, and shall promptly replace, return, repair and restore any such property to a condition satisfactory to Wyn Farm in a clean and sanitary condition.

8. EQUINE ACTIVITY AND INDEMNIFICATION: The Event Group expressly agrees to defend, indemnify and save harmless Wyn Farm and its Members, Officers, Officials, Employees and Volunteers against any and all loss, damage claims of liability whatsoever, including claims for negligent acts or omissions, arising from personal injury, death, or damage to the property of the Event Group, from any or their employees or other persons directly or indirectly affiliated with the Event Group, or from any guest, invitee or licensees of the Event Group due to the exercise of the privileges granted in the Agreement.

Each of Event Group's Equine Activity participants (or guardian, as appropriate) must sign the Equine Activity Release and Hold Harmless Agreement form attached as Annex 1. These forms must be submitted upon arrival to Wyn Farm on the event date.

9. INSURANCE: An Insurance certificate that names Wyn Farm as additionally insured including its Members, Officers, Officials, Employees, and Volunteers and states that coverage is primary and non-contributory, is required at least ten days prior to the event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions.

10. PERMITS, LICENSES, COMMUNITY SUPPORT: If any permits or licenses are required to be obtained from any governmental authority in connection with Event Group's activity, Event Group shall be responsible for obtaining same. Likewise, if police, fire, or medical support is required from the community for Event Group's activity, Event Group shall have this responsibility.

11. EXPENSES: Any cost, expense or liability connected with or in any manner incident to the granting of the permit shall be borne by the Applicant and any entity that he/she represents, shall

agree to pay all costs arising out of the breach thereof, including a reasonable attorney's fee, which may be incurred in the collection of any sums due.

12. CHANGES OR TERMINATION OF THIS AGREEMENT. Any changes to this Agreement must be in writing and signed by both parties. Wyn Farm will not hold date unless the contract has been signed and received, upon receipt of the contract to Wyn Farm, date will be held for the Event Group. In the event that Event Group terminates or cancels this Agreement from the date of this Agreement to 30 days prior to the event, Event Group shall pay Wyn Farm \$200.00. If Event Group cancels its event within 30 days of the date the event is scheduled, then Event Group shall pay Wyn Farm the full amount of fees as set forth above.

SIGNED AND AGREED BY: _____

(Applicant) DATE: _____

Contact:
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