



# Spark's Horseman's Park and Gandolfo Rodeo Arena Rental Contract



I, \_\_\_\_\_, as an authorized representative of  
Name Title

\_\_\_\_\_  
Name of Entity

The Reno Rodeo Foundation, per the signed Management Agreement, dated February 25, 2013, authorizes the Reno Rodeo Association to be designated to manage the Spark's Horseman's Park and Gandolfo Rodeo Arena. The Reno Rodeo Association ("Host Organization") agree to the following terms and conditions and all of the rules, regulations and fees detailed in the attached Spark's Horseman's Park and Gandolfo Rodeo Arena 2016 Rules, Regulations and Fees booklet as they relate to the rental of the Spark's Horseman's Park and Gandolfo Rodeo Arena ("Facility") located at 2200 Loop Road in Sparks, NV 89431 for the following dates and times:

Show/Event Date(s)	Start Time	End Time

Set Up/Check In Date	Time	Tear Down/Check Out Date	Time

## Terms and Conditions

- I. RULES AND REGULATIONS BOOKLET Host Organization acknowledges that it has read the Spark's Horseman's Park and Gandolfo Rodeo Arena 2016 Rules, Regulations and Fees Booklet and agrees to follow the rules and regulations established by the Reno Rodeo Association for the use of the Spark's Horseman's Park and Gandolfo Rodeo Arena. Host Organization understands that failure to follow the rules and regulations set forth in the Rules, Regulations and Fees Booklet may result in, at the discretion of the Reno Rodeo Association, termination of the event and a temporary or permanent ban on Host Organization's future use of the Facility.
- II. RELEASE In consideration of use of the Spark's Horseman's Park and Gandolfo Rodeo Arena for the purpose of facilitating an event, Host Organization waives any and all claims against the Reno Rodeo Association, the City of Sparks and their respective officers, agents, employees and volunteers (the "Releasees") and covenants that the Releasees shall not be liable for any damage or liability of any kind or for any injury to or death of persons or damage to or theft of property of Host Organization or Host Organization's officers, directors, employees, agents, partners, contractors, subcontractors, vendors, suppliers, customers, visitors, invitees, licensees and concessionaires (collectively, "Permittees") or to any other person during Host Organization's possession of the Spark's Horseman's Park and Gandolfo Rodeo Arena hereunder, from any cause whatsoever, by reason of the use, occupancy and enjoyment of the Spark's Horseman's Park and Gandolfo Rodeo Arena by Host Organization or any of Host Organization's employees, contractors or agents.
- III. WAIVER Understanding the fitness/training requirements and risk involved in this endurance event, I hereby for myself and anyone entitled to act on my behalf, including my executors, administrators, heirs, next of kin, successors, and assigns, hereby waive and release the City of Sparks, and their representatives from all claims,

liabilities or loss of any kind arising out of my participation in this event or carelessness on the part of persons named in this waiver. I agree to pay for my own medical expenses in the case of an accident or illness regardless of whether I have authorized such expenses.

- IV. INDEMNIFICATION Host Organization shall indemnify and save harmless Releasees and hold them harmless (except for loss or damage resulting solely from the negligence of Reno Rodeo Association) from any and all claims, actions, damages, liability, cost and expense, including reasonable attorneys' fees, in connection with all losses, including loss of life, personal injury and/or damage to property, arising from or out of any occurrence in, upon or at the Spark's Horseman's Park and Gandolfo Rodeo Arena or the occupancy or use by Host Organization or its Permittees of the Spark's Horseman's Park and Gandolfo Rodeo Arena or any part thereof, or arising from or out of Host Organization's failure to comply with the 2013 Rules, Regulations, and Fees or occasioned wholly or in part by any act or omission of Host Organization or its Permittees. In the event the Reno Rodeo Association or any other party so indemnified shall be made a party to any litigation commenced by or against Host Organization, or related to a matter for which the Releasees would be indemnified hereunder or if Releasees, in their reasonable discretion, determine that they must intervene in such litigation to protect their interest hereunder, including, without limitation, the incurring of costs, expenses, and attorneys' fees in connection with relief of Host Organization ordered pursuant to the Bankruptcy Code (11 USC §§101 et. seq.), then Host Organization shall defend, protect and hold them harmless with attorneys satisfactory to the Reno Rodeo Association and shall pay all costs, expenses and reasonable attorneys' fees in connection with such litigation. The Releasees shall have the right to engage their own attorneys in connection with any of the provisions of this Paragraph.
- V. EVENT OF FORCE MAJEURE If Reno Rodeo Association is prevented from fully performing the terms and conditions of this agreement due to any emergency, including, but not limited to strikes, lockouts, labor disputes, embargoes, flood, earthquake, storm, lightning, fire, epidemic, acts of God, war, national emergency, civil disturbance or disobedience, riot sabotage, terrorism, threats of sabotage or terrorism, restraint by court order or order of public authority, failure of machinery or equipment or any other occurrence beyond the Reno Rodeo Association's reasonable control (each such occurrence being an "Event of Force Majeure"), Reno Rodeo Association may suspend and/or terminate this Agreement in accordance with standard industry provisions for such occurrences, provided in no event shall Reno Rodeo Association be obligated to return any sums advanced, loaned or paid hereunder.
- VI. It is understood and agreed that the entire agreement between Reno Rodeo Association and the Host Organization is contained herein and in the attached Spark's Horseman's Park and Gandolfo Rodeo Arena Rules, Regulations and Fees booklet and that this document supersedes all previous written and oral agreements, and negotiations relating to the event to be facilitated by the Host Organization herein detailed.
- VII. Any modification of this document shall be in writing. The agreement is to be construed under the laws of the State of Nevada and any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Rental Contract may be brought against either of the parties in the courts of the State of Nevada, County of Washoe, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Nevada.
- VIII. If this document correctly states your understanding of our agreement, please sign and date both copies, and return with your payment to the Reno Rodeo Association. A fully executed copy will be returned to you for your records.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Reno Rodeo Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Event Contact Information**

### Event Manager

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First and Last Name of Event Manager

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Cell Phone Can this number send and receive texts?  Yes  Home Phone  
No

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Email Address

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### Arena Manager

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First and Last Name of Arena Manager

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Cell Phone Can this number send and receive texts?  Yes  Home Phone  
No

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Email Address

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### Billing Contact

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Name of Organization

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Contact Person

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Billing Address

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City State Zip Code

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Contact Telephone

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Email Address

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## Facility Rental Checklist for \_\_\_\_\_

Document	Requirement	Date Received
<input type="radio"/> Reservation Form and Deposit	<input checked="" type="checkbox"/> YES	
<input type="radio"/> Non-Profit IRS Tax Determination Letter OR Sparks Business License	<input checked="" type="checkbox"/> YES - 120 days in advance of event	
<input type="radio"/> Insurance Certificate with Endorsements	<input checked="" type="checkbox"/> YES - 120 days in advance of event	
<input type="radio"/> Security/Cleaning/Damage Repair Deposit Amount: \$ _____	<input checked="" type="checkbox"/> YES - Due at time contract is signed Not less than 30 days prior to the event	
<input type="radio"/> Additional Cleaning Deposit Amount: \$ _____	<input type="checkbox"/> YES <input type="checkbox"/> NO _____ RRF Initials If required, due at time contract is signed	
<input type="radio"/> 50% of Rental Fee (Pre-Event)	<input checked="" type="checkbox"/> YES - Due at time contract is signed Not less than 30 days prior to the event	
<input type="radio"/> 50% of Rental Fee (Post-Event)	<input checked="" type="checkbox"/> YES - Invoiced within 5 business days from last day of the event. Payment is due in full within 10 business days of date of invoice.	
<input type="radio"/> Pre Event Walk Through	<input checked="" type="checkbox"/> YES	
<input type="radio"/> Post Event Walk Through	<input checked="" type="checkbox"/> YES	
<input type="radio"/> City of Sparks Liquor Permit	<input type="checkbox"/> YES <input type="checkbox"/> NO _____ RRF Initials If required, due at time contract is signed	
<input type="radio"/> City of Sparks Amplified Sound Permit	<input type="checkbox"/> YES <input type="checkbox"/> NO _____ RRF Initials If required, due at time contract is signed	
<input type="radio"/> City of Sparks Special Event Permit	<input type="checkbox"/> YES <input type="checkbox"/> NO _____ RRF Initials If required, due at time contract is signed	
<input type="radio"/> Washoe County District Health Permit	<input type="checkbox"/> YES <input type="checkbox"/> NO _____ RRF Initials If required, due at time contract is signed	
<input type="radio"/> Overnight Use Written Request	<input type="checkbox"/> YES <input type="checkbox"/> NO _____ RRF Initials If required, due at time contract is signed	
<input type="radio"/> Overnight Vehicle List	<input type="checkbox"/> YES <input type="checkbox"/> NO _____ RRF Initials If required, due no less than 2 business days before the start of the event	
<input type="radio"/> Special Equipment List	<input type="checkbox"/> YES <input type="checkbox"/> NO _____ RRF Initials If required, due not less than 30 days prior to the first day of the event	
<input type="radio"/> Security Certificate	<input type="checkbox"/> YES <input type="checkbox"/> NO _____ RRF Initials If required, due not less than 30 days prior to the first day of the event	
<input type="radio"/> REMSA Certificate	<input type="checkbox"/> YES <input type="checkbox"/> NO _____ RRF Initials If required, due not less than 30 days prior to the first day of the event	
<input type="radio"/> Veterinarian Certificate	<input type="checkbox"/> YES <input type="checkbox"/> NO _____ RRF Initials If required, due not less than 30 days prior to the first day of the event	

<input type="radio"/> Sanitation Certificate	<input type="checkbox"/> YES <input type="checkbox"/> NO _____ RRF Initials If required, due not less than 30 days prior to the first day of the event	
<input type="radio"/> Vendor List	<input type="checkbox"/> YES <input type="checkbox"/> NO _____ RRF Initials If required, due not less than 30 days prior to the first day of the event	
<input type="radio"/> Vendor Insurance Certificates with Endorsements	<input type="checkbox"/> YES <input type="checkbox"/> NO _____ RRF Initials If required, due not less than 30 days prior to the first day of the event	
<input type="radio"/> Vendor Sparks Business Licenses	<input type="checkbox"/> YES <input type="checkbox"/> NO _____ RRF Initials If required, due not less than 30 days prior to the first day of the event	
<input type="radio"/> Keys and Lock Codes	Signed out by	
<input type="radio"/> Keys and Lock Codes	Returned by	

## Fee Worksheet

Description	Rate	# of Days	Total
<input type="radio"/> COMMUNITY RATE: Full Facility Rental Weekend and Holiday	\$250.00		
<input type="radio"/> COMMUNITY RATE: Full Facility Rental Weekday	\$150.00		
<input type="radio"/> COMMERCIAL RATE: Full Facility Rental Weekend and Holiday	\$500.00		
<input type="radio"/> COMMERCIAL RATE: Full Facility Rental Weekday	\$300.00		
<input type="radio"/> Reservation Deposit	\$200.00		
<input type="radio"/> Security/Cleaning/Damage Repair Deposit	\$500.00		
<input type="radio"/> Security/Cleaning/Damage Repair Deposit	\$1,000.00		
<input type="radio"/> Security/Cleaning/Damage Repair Deposit Other	\$		
<input type="radio"/> Set Up or Tear Down Half Day Fee 6:00 am – 2:00 pm	\$25.00		
<input type="radio"/> Set Up or Tear Down Full Day Fee 6:00 am – 1 hour before sunset	\$50.00		
<input type="radio"/> Overnight Dry Camping and/or Layover Pens (Non-Event)	\$10.00		
<input type="radio"/> Livestock Pens - 24 hour period Non-event * Per truckload of livestock	\$100.00		
<input type="radio"/> Concession Area and BBQ	\$25.00		
<input type="radio"/> Overtime Charge Events going past the 6:00 am to one hour before sunset May also include charges for lights and generators	\$50.00 per hour		
		<b>Date Due</b>	<b>Date Received</b>
<b>Total Deposit(s)</b>	\$		
<b>Total Fees</b>	\$		
<b>50% Deposit</b>	\$		