JRs Equine Spa & Retreat, LLC
5532 S. 188th Rd
Pleasant Hope, MO 65725

417-830-9174
www.JRsEquineSpa.com
JRsEquineSpa@aol.com

ARENA RENTAL CONTRACT

I. PARTIES

This Arena Rental Contract, dated as of _____ (Agreement) is executed by Ron & Jennifer Hurt, d/b/a JRs Equine Spa & Retreat, LLC, a Missouri limited liability company (JRs Equine Spa) and Licensee, as defined below.

JRs Equine Spa hereby rents to Licensee on the terms and conditions contained herein, and licensee hereby rents from JRs Equine Spa, those certain areas of the Facility owned by Ron and Jennifer Hurt but leased to JRs Equine Spa & Retreat, LLC, which is located at 5532 S. 188th Rd, Pleasant Hope, Missouri (the Facility) which are described in Section II of this Agreement (the Area) to be used for specific purposes as described below. JRs Equine Spa will retain overall control and administration of the Facility, including the Area, and will enforce all rules and regulations necessary for the proper management and operation of the Facility.

This Agreement is made by and between:

PRODUCER NAME: _____

EVENT NAME: _____

EVENT DATES: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE: _____

TYPE OF EVENT: _____

II. ARENA RENTAL FEES

	Up to 6 horses			**More than 6 horses**
☐	$175 / Week Day/ Night Rental	|	☐	$225 / Week Day/ Night Rental
☐	$250 / 1 Weekend Day	|	☐	$325 / 1 Weekend Day
☐	$475 / 2 Weekend Days	|	☐	$550 / 2 Weekend Days
☐	$625 / 3 Weekend Days	|	☐	$700 / 3 Weekend Days

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Additional Days and Amount if required: _____

III. STALL FEES

Stall (includes first bedding, thereafter $8.00 for additional bag provided by JRs Equine ›Spa). For additional stall reservation must be made with JRs Equine Spa's office for use of any stall. Check out time is 10:00 am.

$25.00 per day/night for Outdoor Stall (*not in arena barn*)
Number of Scheduled stalls _____ X _____ X = $_____

$35.00 per day/night for Premium Stall (*in arena barn; Note: may not be available*)
Number of Scheduled stalls _____ X _____ X = $_____

IV. USE

During the term of this Agreement, the licensee shall be permitted to utilize the Area for the purpose of conducting the designated scheduled event. Use of the Area shall be limited to the designated portions of the Facility and to the dates and times specified.

At the expiration of the period of reserved use, as designated in Section II of the Agreement, the Licensee shall vacate and redeliver possession of the entire Area to the Licensor in the same condition as it existed at the beginning of the reserved use period, ordinary wear and tear excepted.

The Licensee shall be responsible for the overall conduct of all participants, guests, and spectators involved in the scheduled event or shall otherwise utilize the Facility pursuant to the terms of this Agreement. The Licensee its employees, guests invitees, agents and spectators ("Licensee's Agents") shall use the Area in a safe, careful and lawful manner and shall not do any act or suffer any act to be done during the term of this Agreement which will in any way alter, mar, deface or injure any part of the Facility. Licensee shall reimburse Licensor for all costs, expenses, administrative fees and charges incurred or imposed by Licensor to repair any portion of the Facility which may be altered, marred, defaced or injured by Licensee, or any of Licensee's Agents. If any such amount is not paid to Licensor by Licensee on or before 30 days following Licensee's receipt of a demand for payment, interest shall accrue on all such outstanding amounts at the rate of 18% per annum.

The Licensee shall be solely responsible for conducting the scheduled event or applicable use of the Area including, but not limited to, scheduling, advertising, ticket sales, traffic, parking, crowd control, security and on-site medical services, as well as all labor, materials and expenses related to the conduct of the scheduled event or other use of the Area. Depending upon the type and nature of the event, the Licensor may require that the Licensee make special provisions to accommodate traffic, security, parking and crowd control, as conditions of approval of this Agreement.

The Licensee shall be solely responsible for making application, paying fees, and for securing all necessary permits as requires by City, County or State codes including, but not limited to, requirements of public health, safety, fire and taxes. The Licensee shall be responsible for insuring observance and conformity to all local codes and regulations, as well as all JRs Equine Spa rules and regulations as adopted from time to time, and all rules and regulations adopted by the Board of regulations as adopted from time to time, and all rules and regulations adopted by the Board of County Commissioners, including liquor use regulations.

V. INSURANCE

The Licensee shall provide, during the entire term of this Agreement, liability insurance coverage in the amount of $1,000,000 per occurrence. Ron and Jennifer Hurt d/b/a JRs Equine Spa & Retreat, LLC. shall be named as an additional insured under each Insurance policy. All such Insurance policies must also provide for 10 days advance notice of cancellation to Licensor. The Licensee shall provide Licensor with certificates proving the existence of such public liability coverage no later than one week prior to the beginning of the scheduled event or use of the Facility. No event will be conducted until proof of insurance and additional insured certificate is filed with JRs Equine Spa. JRs Equine Spa shall have the right to cancel all of Licensee's reservations for failure to timely comply with the provisions of this Section V.

VI. PUBLIC RESTROOMS

If more than 50 people are expected to attend the event or use of the Area at any one time during the term of this Agreement, the Licensee shall provide within the Area, at its sole cost and expense, such as Porta-Potty, as reasonably required by JRs Equine Spa for the duration of such use.

VII. CONCESSIONS

It shall be decided upon at the time of reservation of dates which party shall be responsible for the choice of and securing a concessionaire.

___ JRs Equine Spa will be responsible for choosing and hiring a concessionaire
___ Licensee will be responsible for choosing and hiring a concessionaire fee for using concession area will be negotiated.

VII. HOLD HARMLESS CLAUSE

The Licensee hereby indemnifies and holds JRs Equine Spa and all of its employees, members, agents and guests harmless from and against any and all damages or claims, incurred, suffered or claimed against the Facility, JRs Equine Spa of its employees, members guests, resulting from or related to Licensee's use of the Area or any other portion of the Facility including, but not limited to, any and all damages resulting from accident, injury or other incidents caused in whole or in part by any negligent act or omission of Licensee, or anyone directly or indirectly employed by Licensee, its guests, agents or invitees.

IX. WARNING

Under Missouri law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Revised States of Missouri, RSMo. 573.325..

SPECIAL CONDITIONS OR REQUIREMENTS:

A. Specify: _____
B. Specify: _____
_____

X. RESERVATION DEPOSIT

Advance reservation deposit of 25% of the rental fee specified in Section II and III of this Agreement is required upon the execution of this Agreement. The Deposit is not refundable, except in the event of weather so hazardous for traveling that the event or use of the Facility has to be canceled. In such event a setup fee of $25, if required pursuant to Section II of the Agreement, will be due and owing by Licensee, which fees Licensor is hereby directed to deduct form the refund of the Deposit. The requested scheduled dates will not be reserved in the absence of payment of the entire Deposit.

XI. DAMAGE DEPOSIT

Licensee is required to post a damage deposit to insure that any damage as a result of the event or use of the Area is properly repaired. Any damage not repaired by Licensee prior to the termination of this Agreement will be repaired by JRs Equine Spa, if it so elects, and the costs incurred by JRs Equine Spa, together with an administrative fee of $25, will be deducted from the Deposit. If the applicable repair costs and administrative fee exceed the Deposit, Licensee will be billed for the difference. If there is no damage, or if the repairs do not exceed the Deposit, the balance will be refunded to the Licensee.

XII. FINAL PAYMENT

The Licensee shall make final payment and clear all outstanding balances within two working days after the scheduled event. All amounts not paid in a timely manner shall bear interest at the rate of 18% per annum.

XIII. RIGHT OF ENTRY

The Licensor reserves the right to have its employees and agents enter the Area at any time for the purpose of inspecting the Licensee's operation of the Area, or to perform maintenance activities.

XIV. AMBULANCE

The Licensee shall cause, at its sole cost and expense, an ambulance to be present at the Facility during all promotions of the entire event or use of the Area pursuant to the terms of this Agreement during which jumps of any kind will take place.

XV. MISCELLANEOUS

Merger of Prior Agreements: This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof. The parties do not intend to confer any benefit on any person, firm or corporation, other than the parties to this Agreement, except as and to the extent otherwise expressly provided herein.

Enforcement: In the event either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as

the case may be, shall pay any and all reasonable costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees.

Counterparts: This Agreement may be executed in any number of identical counterparts, each of **Entire Agreement and Amendments:** This Agreement contains the entire understanding between the parties and no modifications, amendments, innovation or other alteration to the Agreement shall be valid or of any force of effect unless mutually agreed to by the parties in writing as an addendum to this Agreement.

_____ _____

LICENSEE DATE

_____ _____

LICENSOR DATE

Ron and Jennifer Hurt, d/b/a JRs Equine Spa & Retreat, LLC
A Missouri limited liability company