

## **Bristol Recreation Department**

PO Box 249, Bristol, Vermont 05443 Phone: 453-5885; Fax: 453-5188; email: <u>recdirector@bristolvt.org</u> <u>www.bristolvtrec.com</u>

### Fee Schedule for Use of Town of Bristol Horse Riding Ring

**FEES**: All fees are to be paid <u>prior</u> to the event. Checks should be made payable to: <u>Town of Bristol</u> **DEPOSIT (required)**: \$150 for event (The deposit must be a separate check from the rental fee). Within 72 hours after the event, an inspection of the premises will take place.

If no damage is found, or additional cleaning is required, the deposit may be returned in full.

#### Fees for use of Bristol Horse Riding Ring are as follows:

\$30 per event (up to 4 hours) for Bristol Residents (\$40 per event for non-residents)

\* For events lasting longer than 4 hours contact Bristol Recreation Department for costs.

**Description of the Event:** 

In addition to the above information the application must be accompanied by:

1) Diagram, Picture or drawing of the layout for the event

In case of an emergency, please call 911.

#### **General Policies**

General Terms of Rental Agreement:

- 1. There is no smoking at any time.
- 2. No open flames.
- 3. The service or consumption of alcohol on the grounds is prohibited.
- 4. All events must conclude by 10pm with clean up done by 11pm
- 5. All parties using the park for activities will be responsible for providing receptacles for trash and recycling, as well as removing it from the park at the conclusion of your event. The Recreation field is a pack in/pack out park.
- 6. Any damages or issues must be reported as soon as possible to the Recreation Department within 24 hours of your event or you may be held responsible.
- 7. Children under the age of 18 must be supervised at all times.
- 8. Users are responsible for leaving the facilities and the grounds in the same condition they found them. In the event of extraordinary damages (beyond normal wear and tear), users are responsible for all costs of repairs or cleaning.
- 9. The Bristol Selectboard reserves the right to assess a use fee based on amenities used.
- 10. Users will supply the Town of Bristol with a certificate of insurance with the Town listed as additional insured. This type of policy rider is usually purchased through your home owners policy. You may however use this link to obtain liability coverage for your event <u>https://tulip.onebeaconentertainment.com/e/tulip/apply.aspx</u>
- 11. A damage deposit of \$150 is necessary prior to any event and should be included with your application. The deposit may be returned after inspection.
- 12. If the space is not properly cleaned (Horse feces included) or put back together after an event, there will be a minimum fee of \$150 (deducted from security deposit). Any additional fees will be the responsibility of the person signing the rental agreement.

#### <u>Application for the use of</u> <u>Town of Bristol Horse Riding Ring</u>

**Event:** 

| Contact Name: | Alternate Contact: |
|---------------|--------------------|
| Address:      | Address:           |
| Phone #       | Phone #            |
| Email:        | Email:             |
|               |                    |

# Event Date:Load in Time:Event Time:Load out Time:Expected Attendance:

This Rental Agreement, dated \_\_\_\_\_\_, 20\_\_ by and between the Town of Bristol, and \_\_\_\_\_\_ (the Renter). In consideration of the mutual covenants and conditions herein, the parties agree as follows:

- 1. FACILITY: The Town rents to Renter the Bristol Horse Riding Ring in Bristol, Vermont (the Facility) for the Event described below.
- 2. EVENT: Renter will use the Facility for the following Event:

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- 3. DATE and TERM. The date of the Event will be \_\_\_\_\_, from \_\_\_\_\_ (a.m./p.m.) until \_\_\_\_\_ (a.m./p.m.).
- 4. RENT AND SECURITY DEPOSIT. Renter will pay the Town a rental fee of \$\_\_\_\_\_\_ at the signing of this Rental Agreement. Renter will also pay the Town a security deposit of \$\_\_\_\_\_\_ at the signing of this Rental Agreement.
- 5. OBLIGATIONS OF RENTER. At the end of the rental term, Renter will return the Facility in a neat, orderly and clean condition. The facility and its contents shall be returned in at least the same condition that existed prior to the rental, or better. Renter will be responsible for, and liable to, the Town for all repairs to the Facility required as a result of damage caused by Renter and Renter's guests.
- 6. OCCUPANCY. Occupancy of the Facility will be limited to: 10 horses with riders at a time
- 7. SMOKING. Smoking is prohibited in the Facility.
- 8. INSURANCE. Renter will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Bristol is listed as an additional named insured with a combined single limit coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Renter will furnish the Town with a certificate of insurance at least two weeks prior to the Event.
- 9. RETURN OF SECURITY DEPOSIT. Within 72 hours following the Event, the Town will inspect the Facility. If Renter and guests have not caused any damage to the Facility and the venue is left clean and orderly, the Town will return the security deposit to Renter by first class mail within seven days. If Renter and guests *have* caused damage to the Facility, Town may retain all or a portion of the security deposit. If the Town retains any of the rental deposit, it will give written notice to Renter specifying the amount retained and the reasons therefore. The Town's remedies for damage shall not be limited to retention of the security deposit and the Town may pursue any additional remedies authorized by law to recover its damages or losses.

- 10. INDEMNIFICATION AND HOLD-HARMLESS. Renter agrees to indemnify, defend and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, agents, or employees.
- 11. ASSIGNMENT. This Rental Agreement is not assignable to any other person or entity.
- 12. CANCELLATION. The rental fee will not be refunded if notice is received less than 15 days before the Event, unless the Facility is subsequently rented for the same date. The security deposit will be refunded if the Facility is not used. In the event of a power outage or other event that may render the Facility unusable, the rental fee and security deposit will be refunded.
- 13. RIGHT OF ENTRY AND TERMINATION. The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that Renter has breached a term of this Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.
- 14. CONFORMANCE WITH THE LAW. Renter agrees that Renter will abide by and conduct its affairs in accordance with the Town of Bristol Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. Renter shall not engage in or allow any illegal activity to occur at the Facility.

The parties have executed this Agreement at Bristol, Vermont this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

TOWN OF \_\_\_\_\_\_ By: \_\_\_\_\_\_ (Duly authorized Agent) RENTER\_\_\_\_\_

Address: \_\_\_\_\_

Town \_\_\_\_\_ St\_\_\_ Zip\_\_\_\_

(Organization, if applicable)