

Valhalla Equestrian, LLC  
3555 Sauls Rd – Aubrey, Texas 76227  
(940) 594-9275

This agreement, made and entered into this \_\_\_\_\_ by and between the **Valhalla Equestrian, LLC**, hereinafter called Lessor, and \_\_\_\_\_ hereinafter called Lessee, witnesseth:

**Terms and conditions:**

1. That upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed and of the faithful performance by the Lessee of all such covenants and agreements, the Lessor does hereby grant to the Lessee the right to use and occupy the following described space and premises located in Denton County, Texas, to Wit:

**Facility:** Valhalla Equestrian, LLC

**Rooms:** Arena and Barns with exception of the areas specified under 1.B.

**To be used for the purpose of:**

and for no other purpose without the written consent of Lessor for a term commencing at:

**Time: 8:00 am Date: \_\_\_\_\_** and ending at: **Time: 5:00 pm Date: \_\_\_\_\_**, **With move-in day beginning \_\_\_\_\_, and move-out completed by \_\_\_\_\_**

**Name of Event:**

2. Lessee hereby covenants and agrees to pay the Lessor for the use of said premises, the sum of

Covered Ring:           \$1300 \_\_\_\_\_ per day for each show day

1<sup>st</sup> Outdoor Ring:     \$ 700 \_\_\_\_\_ per day for each show day

Warm-up ring/areas/ Included

And Lessee further covenants and agrees to pay to Lessor on demand any and all sums which may be due to Lessor for additional services, accommodations or materials furnished to or loaned to Lessee including but not limited to:

Stalls :                   \$ 25 \_\_\_\_\_ per stall

Shavings:               \$ 10 \_\_\_\_\_ per bag

Grounds Fees :       \$ 10 \_\_\_\_\_ per horse per show

Show Office :         \$ 75 \_\_\_\_\_ per show

Jump Rental:          \$ 100 \_\_\_\_\_ per ring per show day

Radio Rental:         \$ 10 \_\_\_\_\_ per day per radio

RV Hook up            \$ 25 \_\_\_\_\_ per night

EMT:                    \$ 25 \_\_\_\_\_ per hour per EMT

Signed contract due by \_\_\_\_\_. A non-refundable deposit of \_\_\_\_\_ due at signing of contract. We will collect for all other fees at noon on the last day of the event. There will be a ten (10) percent late payment fee after seven days from the show. After Fourteen days, a one (1) percent per day penalty will apply. Certificate of Insurance is due by \_\_\_\_\_ (please see section 8 for insurance requirements).

Lessee may leave the deposit from year to year to secure future dates for which a contract will be issued for future dates/events at a later time. This deposit will secure a date or dates TBD but not necessarily the same dates covered under this agreement. A variety of reasons could result in the need to change the date(s) of the event. The Lessor will hold those dates agreed upon at the end of the current contract event but if at any time during the period prior to a new contract being issued and signed Lessee cancels the event for any reason the deposit will be forfeited in accordance to the same terms of this contract without penalty to either party. If the Lessee wishes to secure the same dates covered under this agreement a new contract must be signed no later than December 1<sup>st</sup> of the previous year the event is to be scheduled.

**3. Lessee Access and Owners Right of Entry:**

- i. **Buildings:** Lessor, through its designated representatives, police officers, and firefighters, shall have the right, at any time, to enter any portion of the premises herein before described for any purpose whatsoever and the entire building, including the premises covered by this agreement, shall at all times be under the charge and control of the Lessor's designated representative. The keys to the premises shall remain in possession of the Lessor or its representative but during the period covered by this agreement, the entrances and exits of the premises shall be locked or unlocked under the direction of the Lessee in accordance with its terms of this contract and subject to the demands of public safety.
- ii. **Facilities including arenas:** In its use of the Facility, the Lessee shall have access to the following, including any restrictions: All of the arena facilities subject to the charges indicated within, with the exception of certain areas such as boarding facilities and paddocks, private residential areas, areas remaining under construction and that may pose possible danger to exhibitors, or any other area designated by the Lessor to be unnecessary to the operation for the show or any area not covered in the Agreement. These areas are not subject to the terms of the Agreement and cannot be used without express written permission of the arena management by way of Addendum to this agreement. Certain charges may apply to the use of any of the above listed areas.

4. **Impossibility:** The performance of the agreement is subject to any circumstance making it illegal or impossible to provide or use the facilities, including acts of God, war, government regulations, disaster, strikes, civil disorder, failure of equipment, or curtailment of transportation facilities. The agreement may be terminated only for any of the above reasons by written notice from either Lessor or Lessee to the other.
5. **Bedding:** Lessor shall be the sole provider of any foreign materials used for bedding (such as straw, shavings, hulls, etc), and shall make the sole determination as to which such foreign materials, if any, can be used. Stalls containing horses must use adequate bedding as to provide protection to the facility floor and the horse. Exhibitors shall purchase shavings solely from Lessor at price determined by Lessor. No other shavings shall be permitted on the grounds. Lessor shall deliver purchased shavings from storage facility to stalls.

6. **Stalls:** Only one horse may be in each stall and stalls will not be locked when horse is inside stall. Move in date is the day prior to the start of each show and move out is by\_\_\_\_\_. Early move-ins or late move-outs will be charged \$15.00 per day per stall.

7. **RV'S:** For the period of this agreement all RV assignment and collections of fees will be handled through the Valhalla Show Office. Advance reservations will be required.

8. **Insurance:**

a. **Coverage Requirements:** Lessee shall obtain and maintain in full force for the duration of this agreement, including any and all days that the facility is occupied, the following insurance coverage: Broad form comprehensive general liability insurance including (i) premises/operations, (ii) products/completed operations hazard, (iii) broad form contractual, and (iv) personal injury. The general liability insurance shall include limits of liability of not less than \$1,000,000 combined single limits for bodily injury (including death) and property damage per occurrence.

b. **Required Provisions:** Lessee agrees that with respect to the above required insurance, all insurance contract and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- i. Name the Valhalla Equestrian, LLC, its officers, directors, agents, assigns, representatives, attorney, employees, management and contractors as additional insured on all applicable coverages.
- ii. Waive Subrogation against Valhalla Equestrian, LLC, its officers, directors, agents, assigns, representatives, attorneys, employees, management and contractors.

30 days prior to the commencement of this agreement, the Lessee, shall procure, pay for and maintain the aforementioned insurance written by companies approved by the State of Texas and acceptable to Valhalla Equestrian, LLC. The insurance shall be evidenced by delivery to Valhalla Equestrian, LLC certificates of insurance exacted by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions.

9. **Hold Harmless:** Lessee shall indemnify and hold Lessor, its board of directors, agents, representatives, employees, officers, harmless from and against any and all claims, demands, costs, and expenses, including attorney's fees incurred in defending such claims and demands, arising or in any way attributable to the use of the premises by Lessee, from any breach on the part of Lessee of any terms or obligations of the Agreements, or from any act or negligence of Lessee, its agents, contractors, employees, concessionaires or licensees on or about the premises.

Lessee covenants and warrants that it will protect, defend, and hold harmless Lessor, its employees, officers, board of directors, agents, and representatives, from any all third party claims, demands and liability, including defense costs, relating in any way to damages, claims or indebtedness arising by reason of or in connection with the actual or alleged negligence or other actionable performance, or omission of Lessee in connection with or during the term of this agreement. Lessee further covenants and agrees to protect, defend, indemnify, and hold harmless Lessor from all claims, allegations, damages and demands relating in any way to the actual or alleged joint and/or concurrent negligence of Lessee and Lessor, whether Lessee is immune from liability or not.

It is the expressed intention of the parties hereto that the indemnity provided herein is an agreement by Lessee to indemnify and protect Lessor from Lessor's own negligence where such negligence is an alleged or actual concurring cause of any alleged third party harm and such harm occurs as a result of the use by Lessee of the premises.

10. **Responsibility for injury:** Lessee agrees to hold the Lessor free and harmless from all claims or liability from damages to any person or persons for injuries resulting in the death of any person, or personal injuries resulting in the death of any person or loss or damage to property occasioned by or in connection with the use of the premises hereby rented, and caused by any one source, save and except the willful misconduct or proven negligence of Lessor. Lessee hereby assumes full responsibility for the character, acts and conduct of all persons, or by of with the consent of the said Lessee's employees, who are acting for and on behalf of the said Lessee.
11. **Compliance with Law:** This agreement is subject to all applicable federal, state and local laws, including health and safety codes, alcoholic beverage control laws, disability laws and the like. Lessee and Lessor agree to cooperate with each other to ensure compliance with such laws. Lessee will obtain and pay for all the necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this agreement in violation of such laws, ordinances, rules or requirements, and if the attention of Lessor is called to any such violation on the part of said Lessee, or any other person employed by or admitted to the said premises by the said Lessee, such Lessee will immediately desist from and correct such violation.
12. **Assignments:** Lessee will not assign this contract nor allow any use of the premises other than herein specified, or sub-lease the premises of any part thereof without prior written consent of Lessor.
13. **Utilities:** Lessor will provide all utilities, a clean facility before the lease period and will clean the facility after the lease period. Lessor will be responsible for all cleanup of stall waste during the lease period. All other expenses of any kind will be borne by Lessee. No gasoline, Butane Bottles (full or empty), oil flashlights, or any other artificial lighting, light plants, or electrical equipment shall be permitted therein, and no engine or motor or machinery shall be operated on said premises without written consent of the Lessor.
14. **Fires:** In case the premises covered by this agreement, or the building of which such premises are a part, are destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence or other causes herein specified shall render the fulfillment of the contract by Lessor impossible, then the term of this contract shall end and Lessee shall be liable to pay rent only up to the time of such termination and Lessee hereby waives and releases any claim for damages or compensation on account of such termination.
15. **Nuisance:** Lessee will not use or otherwise allow any condition to exist at the premises or on any part of the Valhalla Equestrian, LLC facility in any manner which is not authorized by Lessor, is unlawful in whole or in part, or which creates a nuisance.
16. **Civil Rights:** Lessor and Lessee agrees not to discriminate against any employee or any applicant for employment because of race, sex, religion, national origin, or handicap and further agrees to likewise not discriminate for those same reasons against any person relative to admission, service, or privileges offered to or enjoyed by the general public.
17. **Tent Stalls:** If temporary stalls are required and/or requested, the Lessee will arrange for such stalls to be erected and removed. The number of temporary stalls must be reported to the Lessor no later than two weeks prior to the start of the event. Lessee is obligated to pay the stall vendor any and all fees pertaining to set-up, tear-down, and rental. Lessor will approve area of facility in which such stalls may be permitted. Lessee must first use **all** available facility stalls before the use of temporary stalls will be permitted. The cost of tented temporary stalls is as follows:
  - a. Lessee is responsible for arranging for the rental of or any cost for any generators necessary to provide electricity to tented stalls, including generator rental, cable rental, delivery fees and fuel charges. Lessee is also responsible for labor to install any cables and/or plugs to supply electricity.
  - b. Lessee is responsible for any plumbing costs to provide water to tented stalls.

18. **No Defacing of Building:** Lessee will not cause nor permit any nails, staples, screws, duct tape or other things to be driven into any portion of the building and/or stalls, nor signs to be affixed, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the building or any of the fixtures, furniture or furnishings thereof by any act of Lessee or any act of Lessee's employees or agents, or anyone visiting the building upon the invitation of Lessee, including the patrons of the attraction or function for which Lessee is hereby renting the premises hereinabove described. Lessee will not do nor permit to be done any injury or damage to the floors, walls or ceilings, or any other part of the premises, by the erection or removal of equipment stand, or by any other means. It is expressly agreed that the Lessor shall determine whether any such damage has been done, the amount thereof and the reasonable cost of repairing the same, and whether it is one for which, under the terms of this agreement, Lessee is to be held responsible. The decision of the Lessor shall be final. Suggested alternate items may be used such as Velcro or zip ties.
19. **No Obstructions:** Neither the halls nor ramps of said building or premises, not the walkways, entrances thereof shall be obstructed by Lessee, nor used for any other purposes, other than ingress or egress, and Lessee will not permit any chairs or moveable seats to be or remain in the passageways, and will keep such passageways clear at all times.
20. **Removal of effects:** Lessor reserves the right, after the termination of the time for which the said premises are rented by this agreement, to remove from the building all effects remaining therein and to store the same wherever it sees fit in its name, or at its option, in the name of Lessee, but at the cost, expense and risk of Lessee, Lessor shall not be liable in any way to Lessee on account of so removing and storing any such effects.
21. **Abandoned Items:** Lessor shall have the right to collect and have custody of articles left in the building by persons attending any performance, exhibition, or entertainment given or held on the premises.
22. **Removal of Installations:** If, in connection with the purpose or use for which Lessee is renting the premises, any of the permanent seats or other portions of the buildings or facilities (including fencing) or furniture are moved or removed. Lessee agrees to pay the cost of replacing the same and putting them back in the same condition and place as they were before such removal.
23. **Management of Facility:** Lessee agrees to abide by and confirm to all rules and regulations adopted or prescribed by Lessor, or which may hereinafter be adopted or prescribed by Lessor for the management of Valhalla Equestrian, LLC.
24. **Failure to Take Possession:** If the Lessee, being entitled to possession hereunder, shall fail for any reason to take possession of, cancel or move event, or fail to use the premises, without the consent of Lessor, no rent refund shall be made, and any payment made to the Lessor shall be taken by Lessor and the full rent called for by this agreement, including any disbursements or expenses incurred by Lessee in connection therewith, shall be payable by the Lessee to the Lessor.
25. **No Responsibility for Property in Building:** Lessor assumes no responsibility whatsoever for any property placed in or on said premises, and said Lessor is hereby expressly released and discharged from any all liabilities for any loss, injury or damages to persons or property that may be sustained by reason of the occupancy of said premises under this agreement, and all watchmen or other protective services desired by the Lessee must be arranged for by special agreement with the Lessor
26. **Performance Quality:** Lessee hereby agrees that no performance, exhibition or entertainment shall be given or held in the premises herein described which is illegal, indecent, obscene, or immoral, and should such exhibition or performance or any part thereof be deemed by the Lessor to be illegal, or indecent, obscene, lewd, immoral or in any manner offensive to persons of ordinary sensibilities then the Lessor, shall have the right to demand of Lessee that he immediately delete such portions of the production as have received such

criticism, or to rewrite or have changed the said attractions so that it will not be publicly offensive, and the Lessee agrees immediately, upon receipt by it such notice, to make such changes.

27. **Attorney's Fees:** Lessee agrees to pay reasonable attorney's fees, on any amount payable by it under any part of this entire agreement, which may be collected by suit.
28. **Lessee's Representative:** A representative of Lessee approved by Lessor shall remain on the premises during the term hereof and until performers or exhibitors and the public have left the building.
29. **Show Office:** Show management may not attach any permanent fixtures or use any type of material on walls or floors as to which may cause damage.
30. **Coggins:** Lessee is responsible for enforcing, to the best of their ability, the Texas laws regarding Coggins test and health certificates for animals entering the Valhalla Equestrian, LLC during shows and events before animals are unloaded. Lessee shall be financially responsible for any fines or other costs (including quarantines) due to failure to enforce these laws. **Lessee must provide, to the best of their ability, Valhalla Equestrian, LLC a copy of the Coggins log at the end of the event.**
31. **Payment of Copyright Charges:** Lessee assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of said events; and Lessee agrees to indemnify and hold harmless, Lessor from all damages, costs, and expenses, in law or equity, for or on account of the use of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished used by Lessee, or its contestants and exhibitors, in connections with this Agreement.
32. **General:** Lessee is responsible for providing adequate event management staff. Valhalla Equestrian maintenance staff hours are 7:00 am until 6:00 pm during an event. Extra hours will be charged at \$25/hr per person.
33. **Lessee is responsible for enforcing the following Valhalla Equestrian, LLC policies:**
  - a. Ensuring that all dogs are leashed.
  - b. Ensuring that electrical outlets are not overloaded.
  - c. Ensuring that no electrical cords on the ground or buried.
  - d. No cooking in barns.
  - e. No smoking in barns or tents.
  - f. Controlling the entry and exit of animals. If Lessee is not on the property another responsible person must be designated to control and direct traffic.
  - g. Lessee is responsible for notifying/making available all Valhalla Equestrian rules/regulations to participants in their event. Included but not limited to Exhibitors, officials, and volunteers.
34. **USEF Regulations:** Lessee must abide by all current USEF rules and regulations including but not limited to the presence of an EMT during all scheduled events. Lessee assumes full responsibility for compliance with such rules and regulations and also assumes all fees and expenses associated with such.

Valhalla Equestrian, LLC, Lessor, and \_\_\_\_\_ Lessee, have caused the presents to be signed in duplicate.

**Valhalla Equestrian, LLC:**

\_\_\_\_\_

Name &

Date

**Lessee:**

\_\_\_\_\_

Name &

Date



