

Cache County Fairgrounds
Horse Stall Use Agreement
490 South 500 West Logan, UT 84321
Phone (435) 755-1671 Fax (435) 750-8763

User Name(s): _____

Address: _____ Telephone: () _____

_____ Alternate Telephone: () _____

Email Address: _____

Contact Person (If other than User): _____

Address: _____ Telephone: () _____

_____ Alternate Telephone: () _____

Emergency Contact: _____ Telephone: () _____

Horse trailer Description: _____ Lic or Vin #: _____

1. Definition

For the purposes of this agreement:

- A. "User" means the person who enters into and signs this agreement regardless of whether that person is the owner of the horse(s) kept or boarded in the stall(s) which are the subject of this agreement.
- B. "Month" means a calendar month.

2. Horse Stall Use

- A. Cache County (hereinafter "County") agrees to allow the User to use and the User agrees to use the Cache County Fairgrounds horse stalls noted subject to the terms and conditions of this agreement:
_____ Number of stalls intended for boarding/animal use at \$80.00 per stall per month
- B. All use of electrical equipment shall be in compliance with Federal, State and local laws, ordinances and fire-codes.
 - (1) All use of electrical equipment must be authorized in advance of use by Cache County Fairgrounds Management.
 - (2) County does not warrant or guarantee the uninterrupted delivery of electricity to stall with electrical outlets and user acknowledges and agrees that Cache County is not responsible for any injury to, infection, sickness or death of any person or animal in, using, lodged or maintained arising out of the supply, delivery, use, interruption of or fluctuations in electrical service or electricity or any infrastructure associated with the supply, delivery, and use of electrical service and electricity.
- C. The use period shall commence on _____, and proceed on a month to month basis until terminated pursuant to this Agreement.
- D. User shall pay \$ _____ at the time the User signs this agreement representing the sum of a prorated portion of the use fee for the days from the commencement of the use period until the end of the month in which the use begins and for the next full month. Arrival and Departure dates are prorated at \$3.00 per day and will be billed by the move in date and the move out date.

3. Use Term and Use Fee

- A. The use fee shall be charged on a monthly basis for each stall for the period beginning on the first day of the month and ending on the last day of the month regardless of the actual number of days the stall is actually used in that month. Use rates may be increased at any time by the County with a written **thirty (30)** day advance notice.
- B. The use rate shall be Eighty dollars (\$80.00) per month or any part of the month for a boarding stall.
- C. The use fee shall be payable on the 1st business day of the month. Fees can be paid directly to the Fairgrounds office or on our web page at www.cachecounty.org/fairgrounds and selecting the make a payment link on the left hand side of the page. A convenience fee of \$1.50 or 2.5%, whichever is greater, will be assessed to credit card transactions.

E-check transactions will not be charged additional fees. If use fee is not received by the 5th of the month it will be charged against the credit card on file with Cache County Fairgrounds. Credit card on file must always be kept current. If credit card will not allow charges on the 5th of the month, the Cache County Fairgrounds will bill the user a late fee of \$20 per stall. If user fees and applicable late fees become 14 days or more past due, User will be given a Notice of Eviction and the Cache County Fairgrounds will proceed with the eviction and collection procedure.

- D. At County's sole discretion owners may be required to vacate stalls on a temporary basis. Upon written notice by the County of the need to temporarily vacate rented stalls, it is User's obligation to promptly move out and clean the stalls the User has been using. Rent will not be charged to User during the term of the temporary removal.
- E. The User shall present a current valid credit card (financial transaction card) in the name of the User to the Cache County Fairgrounds which will swipe the card and return it to the User. The User shall sign an irrevocable written authorization permitting the County to charge any rent, overdue rent, late fees, to that credit card account during the term of this agreement.
- F. The County may terminate this use agreement:
 - (1) With or without cause, at any time upon thirty (30) days written notice, and the User shall vacate the premises and remove the horse(s) and any feed, equipment, tack, or other items within that time;
 - (2) Immediately if there is probable cause to believe that there is or has been any neglect or abuse of a horse or horses on the premises of the Cache County Fairgrounds or in the stalls or stall area, and the User shall immediately vacate the premises and remove the horse(s) and any feed, equipment, tack, or other items;
 - (3) Immediately if the User creates an unsafe environment for their horse or any other horse or user.
 - (4) Immediately if user violates or fails to abide by any provision of this Agreement.
 - (5) Immediately If the User's credit card expires or is revoked, suspended, lost, stolen, or otherwise rendered invalid or unusable, the transaction payment is denied by the credit card issuer for whatever reason, or the User revokes the authorization to the County;
 - (6) Immediately if a horse has a serious equine or other communicable disease and cannot be appropriately or adequately quarantined or isolated at the Cache County Fairgrounds and thereby presents a danger or threat to other horses or animals, and the User shall immediately vacate the premises and remove the horse(s) and any feed, equipment, tack, or other items;
 - (7) If User fails to provide proof of vaccination of horse(s) stalled at the Cache County Fairgrounds; or
 - (8) If an act of God, a pandemic, natural disaster or state of emergency renders the Cache County Fairgrounds unusable or if the Cache County Fairgrounds is ordered closed by the County or any other authorized government agency.

4. Agreement Conditions

- A. The User shall:
 - (1) Use shavings or straw only for the used stall.
 - (2) User agrees to feed and water their horse a minimum of one time each day.
 - (3) Clean stalls and alleys a minimum of 3 times a week.
 - (4) Dump used bedding at the South end of the stalls in the designated area.
 - (5) Remove any horse that poses a risk of contagious infection or danger to other horses or people.
 - (6) Park horse trailer in the designated area at the south end of the Cache County Fairgrounds horse stall area in an organized manner.
 - (7) Pay for damage to stalls considered beyond normal wear and tear.
 - (8) Clean stall to the mat and remove all personal items from stall before vacating the stall.
 - (9) Maintain stall in a safe condition.
 - (10) Provide proof of vaccination for each horse stalled at the Cache County Fairgrounds in the form of a recent (less than 12 months old) letter from a licensed veterinarian. Vaccinations must include: 4 way. A West Nile vaccination is suggested but not mandatory.
 - (11) Always be present when horses are in round pens and turnouts.
 - (12) Limit use of round pens and turnouts to one (1) hour per horse
 - (13) Hay stalls shall be used for horse related equipment and supplies only

5. Vacating Stalls

- A. The User Shall
 - (1) Notify the office when they are vacating any or all stalls. Charges will continue to accrue until stall has been cleaned and personal property has been removed. Cache County Fairgrounds prorates departure dates. The prorated amount will be calculated to the date the stalls are vacated and cleaned appropriately.

- (2) Leave stalls clean. All stalls shall be cleaned out, down to the dirt. They do not need to be re-bedded. Failure to clean the stall will result in a \$100 cleaning fee per stall.

6. **Neglected or Abused Stalls or Horses.**

- A. Notify Cache County Fairgrounds staff of any damage to stalls. If a stall is unsafe to occupy, another stall may be assigned temporarily while repairs are made. Repairs beyond normal wear and tear will be billed to the user for the time and materials to repair the damage. User will pay the amount charged on or before the 1st of the next month.
- B. If a Cache County Fairgrounds staff member observes and reasonably determines that a horse has been neglected, the staff may provide appropriate care and feed for the horse and the User will be charged a fee of \$ 25.00 per day together with the cost of the feed and any materials used. However, the County assumes no responsibility for the care and feeding of User's horse.
- C. If a Cache County Fairgrounds staff member observes and reasonably determines that a stall is not adequately clean and is unfit for a horse, due to neglect of the User, the Fairgrounds may clean said stall and the User will be charged a fee of \$100.00 per cleaning. However, the County assumes no responsibility for the care of User's horse or the cleaning of their stall.
- D. If a horse is or reasonably appears to be or have been neglected or abused, the Cache County Fairgrounds staff may report the matter to Logan City Animal Control for appropriate investigation and action and require the User to remove the horse immediately.

7. **Horse Trailer Parking**

- A. The User may park a maximum of one (1) horse trailer in the areas designated by the Cache County Fairgrounds.
- B. The User shall move the trailer to another designated area within a reasonable time not to exceed three (3) days at the request of the Fairgrounds.
- C. The User gives the County permission to move a User's horse trailer if it is necessary.
- D. Trailers must be parked in the area designated by the County.
- E. Trailers stored at the Fairgrounds must be road worthy and legal to operate.
- F: Unidentified trailers may be declared abandoned property and towed at owners expense.

8. **Damages.**

The User is fully responsible for the stall and agrees to reimburse the County for any damage to the stall beyond normal wear and tear.

9. **Release, Waiver of Liability, and Indemnity**

In consideration and as a condition of being permitted to enter upon, use, and remain upon the premises and facilities of the Cache County Fairgrounds, owned and operated by Cache County, the undersigned, acknowledges, confirms, and agrees as follows:

For the purpose of this instrument:

- a. "Equestrian Activity or Event" means any horse related activity or event, or related activity or event conducted or occurring in or about the Cache County Fairgrounds.
- b. "Related activity or event" includes, but is not limited to, driving, riding in or upon, boarding or exiting a vehicle or trailer; moving, lifting, loading or unloading any equipment, people, gear, tack, animal, or other items; preparing any equipment, gear, trailer or vehicle, animal, or tack or practicing for engaging or participating in the activity or event.
- c. "Property damage" means damage, destruction, and or incapacitation to any physical property, real property or chattel.
- d. "Injury" means bodily or other personal injury or death.

1. The undersigned applies to Cache County for permission to enter upon, use, and remain upon the premises and facilities of the Cache County Fairgrounds for the purpose of engaging or participating in an equestrian activity or event, including any related activities or events.

2. The undersigned acknowledges and agrees that equestrian (Horse) related activities are inherently dangerous and may result in death or serious injury to a participant. The inherent risks associated with Equestrian activities include, but are not limited to,) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (c) collisions with other animals or objects; or (d) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. **CACHE COUNTY IS NOT RESPONSIBLE FOR DEATH OR INJURY TO ANY PARTICIPANT IN AN EQUESTRIAN ACTIVITY CAUSED BY OR ARISING OUT OF THE INHERENT RISKS OF EQUESTRIAN ACTIVITIES.**"

3. The undersigned is aware of, and agrees to fully comply with all of the rules and regulations of the Cache County Fairgrounds for the entry, use, and presence of the undersigned upon, on, or within the premises and facilities and engagement and participation in the said event or activity.
4. Prior to signing this release, waiver of liability, and indemnity agreement, the undersigned has had the opportunity to personally inspect the premises and facilities of the Cache County Fairgrounds and to make inquiries and obtain all relevant and sufficient information and advice, including legal advice, about the nature, risks, and details of above-described activity, event, or related activities or events.
5. The undersigned acknowledges and confirms that the decision to engage in or participate in the said activity or event and to sign this release, waiver of liability, and indemnity agreement is a voluntary decision and act on the part of the undersigned.
6. The undersigned herewith agrees to release and waive any and every claim for liability which the undersigned may have against Cache County, the Cache County Fairgrounds, and any of the officers, employees, agents, representatives, and volunteers of Cache County or the Cache County Fairgrounds arising from any injury to the undersigned or any other person or damage to the property of the undersigned or any other person resulting from the entry, use, and presence of the undersigned on, upon, or within the premises or facilities of the Cache County Fairgrounds or from the engagement or participation of the undersigned in said activity or event.
7. The undersigned herewith agree and promise Indemnify and hold Cache County, the Cache County Fairgrounds and its respective officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the undersigned and/or his/her/their officers, agents, officials, members, employees, and volunteers, or any person or persons. In addition, User agrees to repair, solely at Users Cost, all damage to Cache County's facilities or equipment arising out or User's use or possession of said facilities.
8. This release, waiver of liability, and indemnity agreement constitutes an exculpatory contract between the parties which will deny the undersigned the right to recover damages from Cache County, the Cache County Fairgrounds, and any of the officers, employees, agents, representatives, and volunteers of Cache County or the Cache County Fairgrounds for damages or injury which might occur from the entry, use, and presence of the undersigned on, upon, or within the premises and facilities of the Cache County Fairgrounds or the engagement or participation of the undersigned in the said activity or event.
9. Permission granted by this agreement for undersigned to enter upon, use and remain upon the premises and facilities of the Cache County Fairgrounds is conveyed solely to the undersigned and said permission may not be transferred, assigned or used by any other person or organization other than the undersigned. Failure to comply with this restriction may result in the revocation of the permission granted under this agreement.
10. The approval of this instrument and agreement by Cache County for itself and on behalf of the Cache County Fairgrounds, and any of the officers, employees, agents, representatives, and volunteers of Cache County or the Cache County Fairgrounds is subject, in part, upon the information provided by the undersigned:

10. **Revocation.**

If the User violates any condition of this use agreement, the County may revoke this use agreement with no refund.

Primary Stall Renter's Signature: _____ Date _____

Secondary Stall Renter's Signature _____ Date _____

11. **Credit Card Transaction Authorization**

A. The User hereby represents that he/she is the designated cardholder of the following credit (financial transaction) card:

Credit Card Issuer: VISA MasterCard Discover *We cannot take American Express
Cardholder Name (*as it appears on card*): _____
Credit Card Account No. (Last 4 Digits): _____
Credit Card Expiration Date: _____ / _____ / _____
Credit Card CID #: _____
Type of Card: Credit Debit Other: _____

B. As a condition of this agreement, the User hereby authorizes Cache County, through the CACHE COUNTY FAIRGROUNDS Office, to submit a transaction payment request to the credit card issuer on my credit card account for the payment of any rent, overdue rent, late fees, damage fees, cleaning fees, horse care or feeding fees due and owing by the User under the agreement.

C. The User shall notify the Cache County Fairgrounds within ten (10) calendar days if the designated card has been revoked, suspended, stolen, lost, or replaced. If the User wants to substitute another card, the User may do so upon signing a new Credit Card Transaction Authorization.

In witness whereof, the parties have signed this Use Agreement in duplicate, each of which shall be deemed an original, on this ___ day of _____, 20 ____

CACHE COUNTY

USER