



Fairgrounds Stall Use Agreement

User's Name(s):	
Address:	
Telephone number:	
Alternate telephone number:	
Email address:	
Emergency contact:	
Address:	
Telephone number:	
Alternate telephone number:	

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. Val Verde County (hereinafter "County") agrees to allow the User to use and the User agrees to use the Val Verde County Fairgrounds horse stalls noted subject to the terms and conditions of this agreement:

_____ Number of stalls & tack rooms intended for boarding/animal use at \$30.00 per stall per month.

Stall number(s) _____

- 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 Val Verde County Fairgrounds Management.
 - 2. County does not warrant or guarantee the uninterrupted delivery of electricity to a stall with electrical outlets and user acknowledges and agrees that Val Verde County is not responsible for any injury to, infection, sickness or death of any person or animal, 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.

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 used in that month. Use rates may be increased at any time by the County with a written thirty (30) day advance notice. All rental payments will be made by check, money order or debit/ credit card on file.
- B. The use rate shall be thirty dollars (\$30.00) per month or any part of the month for a boarding stall. Daily stall rentals are \$8.00 for overnight horses. No overnight stall rental shall exceed \$30.00. All stall fees shall be made by check or money order, payable to Val Verde County or with a credit card. No cash fee will be accepted.
- C. The use fee shall be payable on the 1st business day of the month. All fees are to be collected by the fairground's manager, supervisor or secretary. If use fee is not received by the 5th of the month, it will be charged against the credit card on file with the Val Verde County Fairgrounds. The credit card on file must always be kept current.

Stall rental fees are delinquent on the 6th day of each month. Eviction notices shall be posted on the stall on the morning of the 7th day of each month. A late payment fee of \$20.00 will automatically be added to each account and an additional \$1.00 per stall per day until account is paid in full. Daily stall rentals are \$8.00 for overnight horses. No overnight stall rental shall exceed \$30.00. All stall fees shall be made by check or money order, payable to Val Verde County or with a credit card. No cash fee will be accepted. If use fees and applicable late fees become 14 days or more past due, the County will act on the Notice of Eviction and proceed with the collection process.

Only one (01) horse shall occupy a stall at any time. A horse may occupy more than one stall if the stall is properly leased by Lessee. Stall fees shall be assessed on all stalls used or blocked from use by any individual.

Horses shall occupy only the stall assigned by office staff.

Stalls or tack rooms will be leased in "as is" condition. There will be no alterations of any kind to the stalls or tack rooms without written consent of the Fairgrounds Manager.

Removal of dead horse(s)/ cattle is the responsibility of the owner. If the deceased animal is not removed by the owner immediately and the County must effect the removal of the animal, fee for removal of the animal shall be \$240.00.

- D. At the County's sole discretion, owners may be required to vacate 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.
- E. If User is paying by credit or debit card, the User shall present a current valid credit/ debit card (financial transaction card) in the name of the User to the Val Verde County Fairgrounds which will make a photocopy of that 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 according to and 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(s) or cattle on the premises of the Val Verde 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 his/her 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 Val Verde 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 Val Verde County Fairgrounds; or if an act of God, a pandemic, natural disaster or state of emergency renders the Val Verde County Fairgrounds unusable or if the Val Verde County Fairgrounds is ordered closed by the County or any other authorized government agency.

4. Agreement Conditions

- A. The User shall:
 - 1. Maintain stall in a safe condition.
 - 2. Feed and water the horse a minimum of one time each day.
 - 3. Only use shavings or straw in the stall.
 - 4. Clean stalls and alleys a minimum of three (03) times a week.
 - 5. Dump used bedding in the designated area.

6. Return all tools used to clean stalls to tool storage area and recoil and disconnect hoses after use.
7. Use tack stalls for horse related equipment and supplies only.
8. Provide proof of Coggins vaccination for each horse stalled at the Val Verde County Fairgrounds from a licensed veterinarian in written form of a recent vaccination (less than 12 months prior).
9. Remove any horse that poses a risk of contagious infection or danger to other horses or people.
10. Limit use of round pens and turnouts to thirty (30) minutes per horse.
11. Always be present when horses are in turned out in round pens, cattle pens, arenas or tied up.
12. No animals shall be turned out in the infield of the track or any unfenced area on the property, including areas around the horse stalls.
13. Park horse trailer in the designated areas at Val Verde County Fairgrounds in an organized manner.
14. Clean stall(s) to the dirt and remove all personal items from stall before vacating the stall.
15. Pay for damage to stalls considered beyond normal wear and tear.
16. Be familiar and comply with the Val Verde County Fairgrounds rules and policies.

5. Vacating Stalls

A. Procedures:

1. User shall 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.
2. User shall clean out stalls down to the dirt. Stalls do not need to be re-bedded. Failure to clean a stall will result in a \$200.00 cleaning fee per stall. (cleaning exceeding 4 hours will result in additional charges)

6. Neglected or Abused Stalls or Horses.

- A. User shall notify Val Verde 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 expended to repair the damage. User shall pay the amount charged on or before the 1st of the next month.
- B. If a Val Verde 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. The County assumes no responsibility for the care and feeding of User's horse.
- C. If a Val Verde 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 staff may clean said stall and the User shall be charged a fee of \$200.00 per cleaning incident per stall. The County assumes no responsibility for the care of User's horse or the cleaning of the stall.
- D. If a horse is or reasonably appears to be or have been neglected or abused, the Val Verde County Fairgrounds staff shall report the matter to local officials for appropriate investigation and action.

7. Horse Trailer Parking

- A. The User may park a maximum of one (01) horse trailer in the areas designated by the Val Verde County Fairgrounds.
- B. The User shall move the trailer to another designated area within a reasonable time not to exceed three (03) days at the request of the fairgrounds staff.
- C. The User gives the County permission to move a User's horse trailer if necessary.
- D. Trailers must be parked in the area designated by the County.

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 Val Verde County Fairgrounds, owned and operated by Val Verde 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 Val Verde 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 Val Verde County for permission to enter upon, use, and remain upon the premises and facilities of the Val Verde 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 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 , (a) 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. VAL VERDE 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 the rules and regulations of the Val Verde 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 sufficient information and advice, including legal advice, about the nature, risks, and details of any 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 Val Verde County, the Val Verde County Fairgrounds, and any of the officers, employees, agents, representatives, and volunteers of Val Verde County or the Val Verde 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 Val Verde County Fairgrounds or from the engagement or participation of the undersigned in said activity or event.
7. The undersigned herewith agrees and promises to indemnify and hold Val Verde County, the Val Verde 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 User's cost, all damage to Val Verde County's facilities or equipment arising out of 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 Val Verde County, the Val Verde County Fairgrounds, and any of the officers, employees, agents, representatives, and volunteers of Val Verde County or the Val Verde 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 Val Verde 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 Val Verde 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 Val Verde County for itself and on behalf of the Val Verde County Fairgrounds, and any of the officers, employees, agents, representatives, and volunteers of Val Verde County or the Val Verde 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.

CREDIT CARD AUTHORIZATION

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

Credit card issuer:	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Other:
Cardholder name: <i>(as it appears on card)</i>	
Credit card account no.: <i>(Last 4 digits)</i>	
Credit card expiration date: <i>(mm/yy)</i>	
Type of card:	<input type="checkbox"/> Credit <input type="checkbox"/> Debit <input type="checkbox"/> Other:
Authorization signature:	

B. As a condition of this agreement, the User hereby authorizes Val Verde County, through the VAL VERDE 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 Val Verde 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____.

VAL VERDE COUNTY

USER

Printed name: _____

Printed name: _____