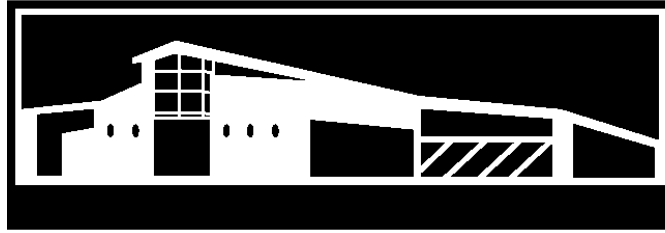


FLORIDA PARISHES



A R E N A

Operated by Tangipahoa Parish Government

Application and Permit for use of
Florida Parishes Arena

Pursuant to Louisiana Revised Statute 9:2795.1

Warning: Under Louisiana Law, a Farm Activity Sponsor or Farm Animal Professional is not Liable for an injury to or the Death of a Participant in a Farm Animal Activity Resulting from the Inherent Risks of the Farm Animal Activity.

Name of Organization/Individual: _____

Name of Authorized Representative: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Cell #: _____

E-mail: _____ Fax #: _____

Date of Application: _____

Date(s) to be Reserved: _____

This permit is granted subject to the following rules and regulations, and the acceptance and use thereof by the applicant is an agreement on his behalf to comply with all terms and conditions herein set forth, together with all rules and procedures established by Tangipahoa Parish Government and the Florida Parishes Arena. Tangipahoa Parish Government and the Florida Parishes Arena reserves the right to adjust or change the rates of this contract at any time to accommodate any special arrangements as may be needed.

It is hereby agreed upon that all participants and parish certified event volunteers who present proper identification will be admitted with a guest to any and all events at no charge. Volunteers will park at the area so designated at no charge and shall be available to assist you or your group any time they are in the facility.

Florida Parishes Arena

Rules of Operation

(As adopted by the Tangipahoa Parish Council - 05/24/04)

I. A booking deposit (cashier's check or money order) of the greater of \$100.00 (One Hundred Dollars) or 20% (Twenty Percent) of the entire fee must be made at signing of contract as guarantee that the permit will be complied with. This deposit shall be returned only at the discretion of Tangipahoa Parish Government and upon such terms and conditions as shall be imposed in case of cancellation of the event, otherwise it shall be considered as part of the rental charges.

II. Rental charges for the Arena and complete facility are:
(Please initial next to the options that are agreed upon)

1.) Full Day Rental

Rental hours are from 7:00 a. m. until 1:00 a. m. If rental exceeds 18 hours per day, an additional \$50.00 per hour will be charged. (*This 18-hour rate does not apply to multiple day events*) 18-hour rental prices are as follows:

A. Livestock Events (RODEOS EXCLUDED)

_____ 1. Single Weekend Day Rentals

a. \$400.00 (Four-Hundred dollars) for a single day– **Friday, Saturday or Sunday only** rental.

_____ 2. Multiple Weekend Day Rentals

a. If rental is for two or more consecutive days, rental will be \$350.00 (Three Hundred-fifty dollars) per day.

_____ 3. Single Weekday Rentals Monday through Thursday rental rates will be \$250.00 (Two-Hundred fifty dollars) per day.

B. Non-Livestock Events and Rodeos and any other ticketed event

_____ 1 \$500.00 (Five Hundred dollars) per (weekend) day or 10% of gross receipts, whichever is greater.

_____ (2. Single Weekday Rentals Monday through Thursday rental rates will be \$200 (Two-Hundred dollars) per day.)

_____ **C. Tractor Drivers**

An additional \$75 (Seventy Five dollars) per day will be assessed if the Arena is required to provide a tractor operator during the event.

_____ **D. Special Set-Up and Tear Down**

Should event require special set up by Arena, an additional fee of \$25.00 (Twenty-Five Dollars) per hour will be assessed. This will be in addition to daily rental fees. Please see management for applicable set-up criteria.

2.) One-half Day Rental

- _____ A. \$175.00 (One hundred and Seventy Five Dollars) for a (7) hour period with no admission charges. This rate is available on Monday Through Thursday only and does not apply to Friday, Saturday, or Sunday.
This \$175.00 (One hundred and Seventy Five Dollars) could be used for Friday, Saturday or Sunday if the facility is available and a full day is not needed for the event. The timeliness of availability would be up to the discretion of the Arena Management. Additionally, multiple booking usage from a single organization could, using the facility for less than a 7 hour each time could qualify for One-half Day Rental.
- _____ B. Rental hours are (9:00 a.m. to 4:00 p.m. or 6:00 p. m. to 1:00 a.m.)
- _____ C. If another activity is not scheduled that day, additional hours are available a \$25.00 (twenty-five dollars) per hour up to a limit of \$225.00 (Two Hundred twenty-five dollars) per day.
- _____ D. If admission is charged, rental is \$225.00 (Two Hundred twenty-five dollars).
- _____ E. If renter requires Arena personnel to provide setup (before and during event) and take down (after event) an additional \$25 (Twenty-five Dollar) per hour charges will apply.

3.) Three hour special event rental

- _____ A. \$100.00 (One Hundred Dollars) for a three (3) hour period. This rate is available on Monday thru Thursday only and does not apply to Friday, Saturday, or Sunday.
- _____ B. Rental hours are 9:00 a.m. to 12:00 p.m., 1:00 to 4:00 p.m., 6:00 to 9:00 p.m., 7 to 10:00 p.m., and 8 to 11:00 p.m. or other established hours decided upon and agreed prior to event with Arena Management.
- _____ C. If another activity is not scheduled that day, additional hours are available at \$25.00 (Twenty-five dollars) per hour up to a limit of \$225.00 (Two hundred twenty-five) per day.
- _____ D. If admission is charged, rental is \$225.00 (Two Hundred twenty-five dollars).
- _____ E. If renter requires Arena personnel to provide setup (before and during event) and take down (after event) an additional \$25.00 (Twenty-five Dollar) per hour charges will apply.

4.) Other Rentals

- _____ A. Daytime use for youth groups with no admission charge is \$20.00 (Twenty Dollars) per hour. This rate is available Monday thru Thursday on and does not normally apply to Friday, Saturday, or Sunday. This hourly fee could be used on Friday, Saturday, or Sunday---if the arena is not booked and it is available. This would be left up to the discretion of the Arena Management.
- _____ B. Daytime use for youth groups with admission charge is \$30.00 (Thirty

Dollars) per hour. This rate is available Monday thru Thursday on and does not apply to Friday, Saturday, or Sunday. This hourly fee could be used on Friday, Saturday, or Sunday---if the arena is not booked and it is available. This would be left up to the discretion of the Arena Management.

_____ C. Rental rates for practice (non-organized activity) from 8 AM to 3 PM are \$20.00 (Twenty Dollars) for 1-5 horses; \$40.00 (Forty Dollars) per hour for 6-10 horses; \$60.00 (Sixty Dollars) per hour for 11-15 horses; and \$80.00 (Eighty Dollars) per hour for 16-20 horses without the use of lights.. Rental rates for practice (non-organized activity) from 3 PM to 10 PM are \$25.00 (Twenty-Five Dollars) per hour for 1-5 horses; \$50.00 (Fifty Dollars) per hour for 6-10 horses; \$75.00 (Seventy-Five Dollars) per hour for 11-15 horses; and \$100.00 (One Hundred Dollars) per hour for 16-20 horses with the use of lights. This rate is available on Monday thru Thursday only and does not apply to Friday, Saturday, or Sunday.

_____ D. Rental Charges include:

1. A nominal per day utility use including the use of the lights and the public address system.
2. The normal preparation of the building.
3. The Cleaning of the Building each day or for the activity and other incidental services

_____ E. Tangipahoa Parish 4-H and Future Farmers of America groups will have the option of a \$50 per day rate for weekdays, if the arena is not booked for other events. This discount is made available to them because the funding for this arena grew out of the need to find a venue for 4-H and FFA activities. Arena Management would like to expand this to Friday, Saturday, and Sunday---- based upon availability. Arena Management would also like to expand this to include 4-H and FFA groups in the Florida Parishes including the parishes of Tangipahoa, Livingston, St. Tammany, St. Helena and Washington Parishes.

Note: the Arena and /or its representatives reserve the right to rent the Arena facility by private treaty for any event.

III. The rental charges for the PERMANENT COVERED STALLS are:

_____ A. Twenty-Five Dollars (\$25.00) per stall per day

B. An option for multiple day use is agreed upon as follows
Each space will be rented for \$ _____ for a _____ day period.
Amount # of Days

IV. BAGGED SHAVINGS are available at the Arena, the rates of which are subject to change, based upon the wholesale cost to the arena. a rate of \$6.00 per bag and may be reserved at the time of stall reservation. (1 bag = light; 2 bags = medium; 3 bags =

heavy)

- V. The Tangipahoa Parish Government will negotiate any and all costs for extra services or Non-Animal use performed on an as-needed basis. **NO EXCEPTIONS.** Extra Services or Special Agreement will be as follows:
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VI. General regulations for all activities.

- A. **The Parish retains all concessions, food and/or product sales.** The permit does not carry the right to make any sales except through Parish concessionaire. A permit for the sale of merchandise items, **other than food**, will be issued to any qualified vendor (meeting all state & local laws) for the fee of One Hundred Dollars (\$100.00). This fee covers the entire event. The Lessee allows no commercial advertising on other events or products in any manner, unless it is for a coming event to be held in the Arena

NOTE: No donated or free food will be served on the grounds by organized groups or individuals without the consent of the Parish. In the event that permission is granted a 14 days notice shall be provided to the concessionaire.

- B. All outside groups can use the facility only when it does not interfere with the Parish's programs.
- C. At the discretion of the Tangipahoa Parish Government, some events may be required to have security and/or police protection. Said protection shall be at the Lessee's expense and shall meet the approval of the Tangipahoa Parish Government.
- D. Lessee agrees to operate as an independent contractor and to hold the Parish free from any and all liabilities or obligations arising out of the event being conducted. It is specifically understood between Lessee and Lessor that the above statement shall be interpreted in a manner that will hold Lessee solely liable, to the exclusion of the Lessor, for any liability on the part of the Lessor in any situation whereby any participant, attendant, mechanic, steward, timing official, announcer, corner men, musician, singer, animal handler, official, or any other person employed by or doing volunteer work for the Lessee.
- E. All decorations and arrangements in the facility must meet the State Fire Laws and receive approval of the appropriate fire chiefs; they must also be approved by the Director of the Tangipahoa Parish Government prior to installation. Decorations require a clean-up deposit of \$100.00 (One Hundred Dollars).
- F. The facility can be used for commercial, political, or religious purposes if the request is made to the Parish at least Two (2) months before use and approved by the Council.

- G. All repairs, alterations, installations and construction required to be made by Lessee shall be done only with the approval of the Tangipahoa Parish Council at the Lessee's expense and shall conform to all Parish building regulations
- H. Lessee will be responsible for collecting any and all admission charges.
- I. Nothing in the permit or agreement will be construed as making the Lessee an agent or employee of the Parish, or as creating a relationship of partnership or joint venture between the Lessee and the Parish.
- J. The Lessee cannot sublet or sublease or assign any right or interest held by him under the terms of the permit without the written approval of the Parish.
- K. The Lessee must agree to restore or pay the cost of restoring the Center to its original condition, less depreciation occasioned by normal usage.
- L. All seating arrangements must be handled by Lessee must comply with the State Law
- M. No alcoholic beverages will be allowed on Arena premises except when a special allowance is made.
- N. All activities must comply with the City, Parish, and State Fire Laws. Permission for use of fireworks must be secured through the City/Parish Fire Chief and be approved by the Tangipahoa Parish Government.
- O. All activities held on these premises must be suitable for family entertainment.
- P. Participation in programs must be handled in compliance with State Law.
- Q. All activities are subject to approval and to inspection by Council Members and Administrative Staff.

VII. Co-Sponsored Activities

- A. In all co-sponsored activities, all publicity must include the Tangipahoa Parish Government.
- B. In all co-sponsored activities, all expenses and receipts will be combined. Expenses and receipts will be equally shared by the Parish and co-sponsoring organization.
- C. Each group before and after the event must prepare financial reports, furnished to the Tangipahoa Parish Government. (Deposit of approximately ten percent (10%) will be determined by the Parish personnel based on the proposed financial report).
- D. Special activities must be arranged outside the regularly scheduled activities.

VIII. Recreational Vehicle Park (RV Park)

- A. The rental charges for the RV Spaces at the Florida Parishes Arena per day

\$25.00 per day/24 hour period OR any part of the day, thereof

- IX.** The arena management has the authority to negotiate all fees based upon the volume/frequency of rentals under contract by organization/individual and/or local impact on the community.

X. Insurance Requirements

Insurance is required for all events having more than 50 participants or any spectators. Lessee agrees to maintain in full force and effect comprehensive general liability insurance for the above described event in the amount of One Million dollars (\$1,000,000.00) and agrees to list the Tangipahoa Parish Government as an additional insured. Lessee agrees to provide, under penalty of default, lessor with a certificate of insurance with said coverage's verified 30 days in advance of lease dates herein.

PROJECTED TOTAL FEES: \$ _____

DEPOSIT DUE AT SIGNING: \$ _____

Lessee hereby acknowledges receipt of application and hereby accepts all of the terms and conditions set forth herein as established by Tangipahoa Parish Government.

SIGNATURE OF REPRESENTATIVE OF LESSEE

DATE

Permission is hereby granted to hold the above event on the day(s) specified in accordance with the financial provisions above.

AUTHORIZED SIGNATURE OF TANGIPAHOA PARISH GOVERNMENT

DATE