

# Heard County Covered Arena

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## FACILITY USE GUIDELINES

**USER GROUPS:** Rates for usages shall be determined based on user type defined as follows:

**Private/Non-Profit Users:** Individuals and non-profit corporations (501c3) including charitable and civic organizations, churches, private schools, etc where the individual or non-profit resides in Heard County.

**Business-Commercial Users:** Any individual or group whose primary objective is the making of a profit. Non-residents of Heard County must also pay the Business-Commercial Rate for non-commercial events.

**Private Livestock and Equine Event Users:** Any private individual or group whose primary purpose is solely for livestock or equine club events/meetings. Users must be residents of Heard County.

### RESERVATIONS:

Reservations are tentative until the lease agreement is approved by Heard County. No reservation is final until all documentation and applicable payments have been made to Management. "Management" shall be the designated representative of Heard County charged with the duty of overseeing the arena.

### LEASE AGREEMENT:

Upon receipt, lessee should sign the agreement and return it to the facility office with the cleanup deposit and supporting documents, as requested by Heard County. Lease agreements do not cover any space or accommodations other than those listed in this document.

### FEES:

1. A base rental fee rate for the arena is \$400.00 per day for both Private/Non-Profit Users and Business-Commercial Users. In addition to the base fee, Business-Commercial shall pay ten (10) percent of gross ticket and parking sales, vendor sales and booth rentals.
2. Private Livestock and Equine Events Users may rent the arena on Tuesday nights for private equine or livestock events. The fee will be \$25.00 per hour with a four (4) hour minimum. Lessee must have trash cleaned up and arena vacated no later than 9:00 pm.

Reservations are required. The preceding Friday at 12:00 pm will be the deadline for the Tuesday rental and all fees must be paid by that deadline. Private Livestock and Equine Events Users may rent the arena at times other than Tuesdays at the standard rates provided in Paragraph 1 above.

3. The Concession Stand is rented separately and may be rented by lessee for the event for a fee of \$150.00 per day. Rental includes the use of the gas grill and includes two (2) tanks of fuel. A cleaning fee of \$100.00 for the concession stand shall be charged and due at the time of reservations. The cleaning fee is refundable providing the concession stand is properly cleaned following the event. Heard County 4-H and Booster clubs, and other non-profit government affiliated entities approved by the Board of Commissioners are permitted to use the gas grill free of charge however, they will be required to furnish their own gas.
4. All users must provide a non-refundable deposit of \$100.00 to reserve the arena. The balance will be due within ten (10) business days of the scheduled event.
5. There will be no free use of the arena with the exception of intergovernmental use only.
6. All pre-determined fees, as outlined, must be paid at time of reservation. Unless otherwise specified, business/commercial lessees requiring a payment based on the percentage of gross, must present a tally of gross receipts including but not limited to ticket sales and booth rental immediately but not more than 24 hours after the event. Failure to report within the specified time period is subject to a \$10.00 per day penalty.

#### **RULES AND REGULATIONS:**

1. Vendor sites shall be limited to one vendor only. There shall be no assignment or subletting without written approval of Management.
  - a. Lessee will provide vendor list (if applicable) to Management at least two weeks prior to the event for approval.
  - b. All vendors must be approved by management. Vendors offering any items of a sexually explicit nature or other items determined to be inappropriate for family consumption will not be allowed. The decision of Management will be final.
2. Food service concessionaires (vendors) must comply with all Board of Health regulations and must be approved by Management. Heard County 4-H and Booster clubs and other governmental affiliated non-profit groups approved by the Board of Commissioners are authorized concession vendors.
3. **SMOKING OR THE USE OF TOBACCO PRODUCTS IS PROHIBITED WITHIN THE CONFINES OF THE ARENA.**
4. **NO LOITERING, VULGAR ACTIONS OR LANGUAGE WILL BE TOLERATED.**

5. Skateboarding, skating, rollerblading or riding scooters is prohibited on the premises.
6. No tents shall be erected or anchor stakes of any kind placed without prior approval of Management. Lessee shall be responsible for any cost incurred as a result of damages to infrastructure such as electrical, water, irrigation or sewer lines.
7. The following items are strictly prohibited on the premises: fireworks, illegal drugs, alcoholic beverages, firearms, glass containers, air horns and any other items or articles which may detract from the safety and enjoyment of exhibitors and spectators as determined by Management.
8. Only licensed vehicles with licensed operators will be permitted on complex roadways. No motorcycles, mopeds, "four wheelers" or golf carts are allowed except those designated "Official Use Only" for show personnel, trainers or competitors.
9. The loading/unloading areas are to be kept free of debris. Parking in this area shall be limited to the time necessary for loading and unloading. No parking is allowed in the loading/unloading areas around the arena except for trailers being used for the event. Fire lanes must remain open and accessible at all times.
10. **ALL AISLES AND ROADWAYS MUST BE KEPT OPEN AT ALL TIMES. Owners will be asked to move vehicles or risk being towed, fined or both.**
11. No animals/pets are permitted in areas designed for pedestrian traffic or the concession stand.
12. No littering. Trash receptacles are available for your convenience.
13. Refuse from livestock trailers cannot be emptied in the arena parking lots or on the arena property. All such material **must** be removed from the premises.
14. All equipment or material brought to the site must be removed at the end of the event.
15. All of the parking duties, security and emergency medical services requirements must be handled by the lessee, unless otherwise agreed upon between Management and lessee.
16. Only authorized personnel shall enter closed areas, storage buildings, maintenance buildings, mechanical rooms, electrical rooms, etc. without approval from Management.
17. **NO CONFETTI MAY BE USED FOR ANY PURPOSE.**
18. No use of tape, nails, tacks, staples, brads, screws etc. may be driven into any portion of the facility for the purpose of attaching decorations or hanging tack, supplies, feed buckets, etc. No changes, repairs, painting, staining, or alterations that will change the finish, appearance or contours of the buildings will be permitted without the consent of Management.
19. Horses are prohibited in public spectator areas, specifically all food service and spectator seating areas.
20. Management's decision on all questions of policy is final.
21. **MISUSE OF THE ARENA BY THE EVENT PROMOTER WILL RESULT IN A STRICTLY ENFORCED BAN OF THAT PROMOTER FOR FUTURE ARENA EVENTS.**

**22. Facility should be left in the condition in which it was found, with any trash bagged and placed in dumpster.** Facilities will be inspected immediately following all events. If facility is deemed satisfactory, the clean-up fees will be refunded by the lessor. If the facility is deemed unsatisfactory, the clean-up deposits will be retained. The decision of Management is final.

**23. INSURANCE REQUIREMENTS:** Commercial lessees and lessees charging admission, taking orders or selling merchandise, distributing food or events with a high risk factor must agree to carry comprehensive liability insurance with a company authorized to do business in the state of Georgia. Minimum insurance coverage must be consistent with the type of event being scheduled. Coverage must also protect lessee and show Heard County Government as additional insured during the period of the event.

All lease agreements must contain waivers of liability and should be reviewed thoroughly by the lessee.

Individuals leasing the arena on an hourly basis for private use are required to sign the attached Release Of All Claims.

**24. SECURITY/EMERGENCY MEDICAL SERVICES REQUIREMENTS:**

Security is mandatory during show hours for events where near capacity crowds are expected or money is collected. Twenty-four hour security is required for specialty shows leaving inventory in the facilities overnight. Security for other events will be required at the discretion of the facility manager. Security/Emergency Medical Services arrangements must be made at least thirty (30) days prior to the event. The lessee is required to contract with, and pay directly, the provider of Security/EMS for their services. The number of security officers/ Emergency Medical Services personnel will be determined by Management based on the type of event, patron/participant safety and traffic control requirements.

**GENERAL GUIDELINES:**

Heard County reserves the right, at any time, to order removed any persons, animals, furniture, fixtures, wiring, exhibits or other items, and to terminate the lease agreement without notice or liability.

Lessee accepts the facility in good order and agrees to return it to Management in the same condition, normal wear accepted. The lessee will be liable for any and all damages caused through its own action or the acts of any of its employees, agents or anyone visiting the facility upon the invitation of the lessee, as well as damages caused to the facility.

Heard County will furnish air conditioning, heating and lighting, and restrooms will be adequately stocked and maintained with respect to the intended use. However, Management shall consider both the burdens placed by the intended use and the reasonable needs of the lessee and may result in added fees as determined by Management. The failure to furnish these services shall not abrogate the agreement and shall not entitle lessee to any rebate in rental fees.

Management reserves the right to review any contracts between lessees and other parties involved in their events. No portion of the facility may be sub-leased out by the lessee without the written consent of Management. The lessee may use no building for any purpose other than as specified on the lease agreement.

The lessee and his/her representative must remain at the facility until the event is over and all participants, spectators, equipment and/or property have been removed. Facility manager must pre-approve any exceptions to this policy.

The lessee is responsible for providing ticket sellers, and/or parking lot attendants, as needed.

Lessee is to have an approved agent available to receive and ship all freight within the contracted hours of use. Freight will not be accepted prior to the contracted dates without prior approval of Management. Heard County will not be responsible for any freight shipped to or from the facility. Heard County staff is not required to assist with loading or unloading event equipment or materials.

Injuries, breakage, damage, missing property or equipment should be reported to Management immediately.

Heard County assumes no responsibility for items left by users or lost and found items. Property will be disposed of at the discretion of Management.

Management reserves the right to monitor the attendance and to limit the admission, should the facility reach capacity. If a performer does not appear or perform, as advertised, the promoter will explain to ticket holders the reason for the cancellation and will make refunds, as requested.

The facility manager must pre-approve any vehicles inside the facility or on paved areas. No gasoline, explosives, oils or artificial lights are permitted in the buildings or on the grounds without the consent of Management.

Any and all items, objects or materials that may create a fire hazard or be detrimental to the fire protection of the facility, to include open fires, are prohibited. After unpacking, all boxes and packing material must be removed from the facility. No person or object may obstruct the sidewalks, passageways, halls, stairways, seating areas and exits. This is strictly enforced by the Fire Marshall.

County furniture and/or equipment (this includes office equipment) are not to be moved by anyone except county personnel and are not to be used without the consent of Management. Anyone found abusing, destroying or removing Heard County property will be barred from the premises.

No exhibit may be displayed outside the facility or suspended from permanent fixtures without the consent of Management. Large trucks, house trailers, tractor-trailers or signs may not be placed on the property without the consent of Management.

Nothing in this lease agreement shall be construed to prohibit the Department of Public Safety, Health Department or any other agency of Heard County, its agents or its employees from entering the leased premises for the purpose of discharging their lawful duties.

Failure of lessee to comply with any term or condition of this agreement shall constitute a default by lessee. In the event of any default by lessee this agreement may be immediately terminated, at the option of Management. Whether or not the lease agreement is terminated by Management (or otherwise), Heard County shall be entitled to recover the full amount due under the lease agreement, recover damages from lessee for the default, re-enter, take possession of the leased premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender. The foregoing remedies are cumulative and shall be in addition to and shall not exclude any other remedy available to Heard County under applicable law.

Lessee shall indemnify and defend and hold harmless Heard County from any claim, loss or liability arising out of or related to any activity of lessee on the leased premises or any condition of the leased premises in the possession or under the control of the lessee. Heard County shall have no liability to lessee for any injury or damage caused by third parties, or by any condition of the leased premises.

Lessee has read this lease agreement and any and all attachment hereto, and understands and accepts all of the terms and conditions thereof.

\_\_\_\_\_  
Heard County (Lessor)

By \_\_\_\_\_  
Facility Manager/Agent for Heard County

\_\_\_\_\_  
(Lessee)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Home phone)      (Cell phone)

## RELEASE OF ALL CLAIMS

I, \_\_\_\_\_

(Printed name/company)

Do hereby release, acquit and forever discharge Heard County, Georgia, its agents and assigns, from any liability now accrued or hereafter to accrue on account of any and all claims or causes or action which I/we now or may hereafter have for personal injuries, damage to property, loss of services, medical expenses, contribution, indemnification, losses or damages of any kind and every kind including acts of nature whatsoever, now known or unknown that may hereafter develop, by me/us arising from my presence and use of the Heard County Arena facilities owned by Heard County.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WITNESS:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)