

**LICENSE AGREEMENT FOR USE OF ALACHUA COUNTY
AGRICULTURE AND
EQUESTRIAN CENTER**

THIS LICENSE AGREEMENT ("License Agreement"), made and entered into this
1 day of June 2021, by Bull Mayhem Productions, LLC,
whose principle business address
is PO Box 39, Morriston, Fl 32668 hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, Licensee desires to utilize all or a portion of the Alachua County Agricultural and Equestrian Center located at 23100 W. Newberry Road, Newberry, Florida 32669 (the "Center"); and

WHEREAS, the Licensee hereto desire to execute a License Agreement to establish the rights and obligations of the Licensee with regard to use of the Center by Licensee.

NOW, THEREFORE, in consideration of the Payment set forth in Paragraph 3, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Licensee, the Licensee hereto does mutually covenant and agree as follows:

1. Term. This License Agreement is effective beginning on the date the Licensee executes this License Agreement and expires when Licensee has performed all of its duties, obligations, and responsibilities hereunder, unless extended in writing by the County or terminated earlier by the County pursuant to the terms of this License Agreement.

2. Property. This License Agreement is for the use of those portions of the Center described in the Event Cost Estimate attached hereto and incorporated into this License Agreement as "**Exhibit A**" (the "Facility"). The Licensee is not authorized to use, and shall not use or allow its invitees to use, any other portion of the Center. Licensee agrees, understands and acknowledges that horseback riding and other equestrian and agricultural activities are inherently dangerous activities. **THE COUNTY HAS NOT MADE, DOES NOT MAKE, AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS OF THE CENTER OR FACILITY FOR LICENSEE'S INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE CENTER OR FACILITY, AND LICENSEE AGREES THAT IT HAS NOT RECEIVED OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM THE COUNTY.** Licensee hereby acknowledges, agrees, represents and warrants that it has inspected the Facility and has, in its sole and exclusive discretion, determined that the Facility is suitable for Licensee's

intended uses of the Facility in its “AS-IS,” “WHERE-IS” and “WITH ALL FAULTS” condition.

3. **Facility Use Payment.** Licensee agrees to pay the balance due (per “**Exhibit A**”) for fixed fees, plus unit costs for consumables (e.g. number of stall and bags of shavings used) on or before the Move-Out Date. The Licensee acknowledges that some costs cannot be determined in advance. The County will provide Licensee with a final invoice which shall include the balance of the fixed costs due and the total number of units consumed (less the Non-Refundable Facility/Reservation Deposit, per paragraph 4). The final invoice may not include additional costs for damages chargeable to the Licensee. If the final invoice is not paid in full on or before the Move-Out Date, Licensee shall be in default of this Agreement and a late fee in the amount of 15% of the balance due, per annum, shall apply until payment in full is received.

4. **Non-Refundable Facility/Reservation Deposit.** Upon execution of this License Agreement, Licensee shall pay to the County a Non-Refundable Facility/Reservation Deposit in the amount of \$ _____.

5. **Use of Facility.** The County grants a revocable license to Licensee to enter and use the Facility commencing at 12 PM am/pm on Oct 19, 2021 (the “Move-In Date”) and continuing through and terminating at 8pm am/pm on Oct 24, 2021 (the “Move-Out Date”), subject to the following conditions:

- a. Licensee agrees to use the Facility exclusively for the activities described in the Event Description attached hereto and incorporated as **Exhibit “B”** (hereinafter, the “Event”).
- b. Licensee shall adhere to the Center/Facility Rules and Regulations attached hereto and incorporated into the License Agreement as **Exhibit “C”**.
- c. Licensee shall be solely responsible for its use of the Facility and for all actions, behaviors and damages caused by any of Licensee’s invitees. As used in this License Agreement, the term “Licensee’s invitees” shall mean any person that is at the Facility during the term of this License Agreement, including but not limited to: spectators of the Event; participants in the Event; or an employee, agent, representative or contractor of Licensee.
- d. Licensee shall leave the Facility in the same condition that it was prior to use by the Licensee.
- e. Licensee shall obtain an executed Waiver and Release in the form attached hereto as **Exhibit “D”** signed by the participant and the parent or legal guardian

of each participant that is under the age of 18 prior to allowing any person to participate in any Event at the Facility. Licensee shall obtain an executed Waiver and Release in the form attached hereto as **Exhibit "E"** signed by each participant that is age 18 or older prior to allowing any person to participate in any Event at the Facility and shall provide the County with all original, executed Waiver and Release forms required by this License Agreement on or before the Move-Out Date. The failure of the Licensee to obtain a signed Waiver and Release as required by this License Agreement shall constitute a material breach of this License Agreement. The Licensee is solely responsible to ensure that all activities conducted at the Facility during the term of this License Agreement are conducted in a safe manner.

- f. The Licensee shall notify County staff, and the Alachua County Sheriff's Office or Alachua County Fire Rescue, if circumstances warrant, including hazardous, dangerous or destructive conditions, trespassers, fires, vandalism to County property, or any other occurrence that may damage the Facility.
- g. Alachua County employees and law enforcement officers may, at no cost, enter and move about the entire Facility without a warrant or other process during the term of this License Agreement while conducting his or her official duties.
- h. Licensee shall comply with all federal, state and local laws and regulations.

6. Right of Assignment. Licensee may not assign its rights, duties or obligations under this License Agreement to any third party without written consent of the County.

7. Animals

- a. Animals shown or exhibited at the Facility shall comply with all applicable city, county, state, and federal regulations.
- b. Licensee has provided the County with a written list of all animals and animal acts to be included in the Event. That list is attached as "**Exhibit G.**" Licensee may not exhibit animals or animal acts that are not listed on "**Exhibit G.**" The list shall include detail as to species, number of animals, and a description of how the animals will be exhibited or utilized.

8. Notices. Except as otherwise provided in this Agreement, all notices to be provided under this Agreement, including the default or termination from either party to the other party, must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed delivered two business days after mailing, unless delivery is by personal delivery or

electronic mail, in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Licensee's and County's representatives are:

County:
Alachua County
12 SE 1st Street, 2nd Floor Gainesville, FL 32601

Licensee:
Name: Bull Mayhem Productions, LLC
Address: POP Box 39
Morriston, FL 32668

A copy of any notice hereunder must also be sent to:

Clerk of the Court	Budget and Fiscal Services
Alachua County Florida	12 SE 1 st Street, 3 rd Floor
12 SE 1 st Street, 4 th Floor	AND TO Gainesville, FL 32601
Gainesville, FL 32601	Attn: Contracts
Attn: Finance and Accounting	

9. Indemnification. **LICENSEE HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS BOARD OF COUNTY COMMISSIONERS, CONSTITUTIONAL OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, ATTORNEYS, AGENTS AND ASSIGNS (HEREINAFTER, COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES, BROUGHT AGAINST THE COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, OR EXERCISE OF ANY RIGHT, PRIVILEGES, OR USES ALLOWED OR GRANTED IN THIS LICENSE AGREEMENT AND FROM LICENSEE'S ENTRY ONTO OR USE OF THE CENTER AND ANY AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ALACHUA COUNTY.** In the event the County is alleged to be liable, then Licensee will defend such allegations through counsel chosen by the County. Furthermore, Licensee will pay all costs, fees, and expenses of any defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses. This indemnification provision will survive the expiration or termination of this License

Agreement. Nothing contained herein constitutes a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

10. Insurance

a. As a condition precedent to being granted any access to the Facility under this License Agreement, the Licensee, at its sole and exclusive cost, will procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the Licensee's operations and use of the licensed Facility throughout the entire term of this License Agreement of the types and in the minimum amounts as detailed in "**Exhibit F**", Insurance requirements.

b. Licensee shall provide a Certificate of Insurance (COI) to the County at least fourteen calendar days prior to Move-In Date. The Licensee agrees to provide the County with written notice of cancellation, modification or material changes to the policy immediately. The Certificate of Insurance must indicate if coverage is provided under a "claims made" or "per occurrence" form. If any coverage is provided under a "claims made" form, the certificate will show a retroactive date, which should be the same date as the Move-In Date.

c. Failure of the Licensee to provide the County with the COI shall be grounds for the County to terminate this License Agreement.

11. Termination. The County Manager, or designee, may terminate this License Agreement at any time with or without cause. If so terminated, Licensee shall immediately remove all personal property from the Facility or it is forfeited to the County. Licensee waives and releases the County from all claims to damages related to such termination.

12. Laws and Regulations. Licensee will comply with all laws, ordinances, regulations, and building code requirements applicable to this License Agreement. Licensee is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may be applicable. If Licensee is not familiar with state and local laws, ordinances, code rules and regulations, Licensee remains liable for any violations and all subsequent damages or fines.

13. Third Party Beneficiaries. This License Agreement does not create any relationship with, or any rights in favor of, any third party.

14. Conflicts Of Interest. Licensee warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this License Agreement. Licensee shall notify the County of any conflict of interest due to any other clients, contracts or property interest.

15. Severability Clause. Paragraphs 9 and 10 are essential and indivisible provisions of this License Agreement and must be interpreted to provide the broadest protection to the County. If Paragraph 9 or Paragraph 10 is declared to be void by a court of law, then the entire License Agreement is void. If any other provisions of this License Agreement are declared void by a court of law, all other provisions will remain in full force and effect.

16. Non-Waiver. The failure of any party to exercise any right in this License Agreement is not a waiver of such right. Failure by the Parties to insist upon the strict performance of any of the terms, conditions, or provisions of this License Agreement is not a waiver of such terms, conditions, or provisions, and the Parties, notwithstanding such failure, retain the right hereafter to insist upon strict performance of any or all such terms and conditions of this License Agreement, as set forth herein.

17. Governing Law and Venue. This License Agreement is governed in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising under this License Agreement is in Alachua County, Florida.

18. Amendments. The Parties may amend this License Agreement only by mutual written agreement of the Parties, executed with the same formalities as this License Agreement.

19. Attachments. All Exhibits and amendments attached to this License Agreement are incorporated into and made part of this License Agreement by reference.

20. Entire Agreement. This License Agreement constitutes the entire agreement of the Parties and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the Licensee has caused this License Agreement to be executed for the uses and purposes therein expressed.

LICENSEE

John W. Wren
(Signature)

(Signature)

MANAGER

(Title)

Jimmy Wickert

(Print name)

Date: 6/9/21

IF THE LICENSEE IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION.

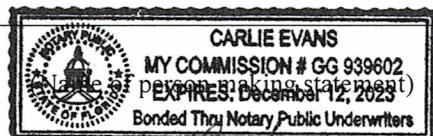
FOR AN OATH OR AFFIRMATION:

STATE OF FLORIDA

COUNTY OF ALACHUA

Sworn to (or affirmed) and subscribed before me this 9th day of June ,

(20 21), by



(Official Notary Signature and Notary Seal)

(Name of Notary Typed, Printed or Stamped)

Personally Known OR Produced Identification

Type of Identification Produced

FDI

Agriculture & Equestrian and Auditorium

Alachua County Agricultural & Equestrian Center Facilities Rental:

	Facilities Rental	Fees
X	(1) Basic Amenities: Trash Receptacles, Bathrooms, Bathroom Serviced, Trash Removal, all restroom inventory	\$25 per show day
X	(2) Covered Arena for Equestrian Events: includes lights, PA system, office, use of arena as of 12 noon the day before show, footing prep, and 2 drags/show day	\$400 per weekday; \$600 per weekend day
X	(3) Covered Arena for Non-Equestrian Events: Concerts, festivals, political events (spectators, etc.)	\$1,500 per day
X	(4) Outdoor Complex: Includes PA system, use of uncovered arena as of 12 noon the day before show, footing prep, and 2 drags/show day	\$200 per day
X	(5) Custom Ring Preparation: Arena prep beyond standard footing preparation (i.e. stock panels, extra sand, etc.) \$50/labor hour and \$150/load waste removal	Fee is based upon equipment needed and labor hours
	(6) Extra Drags: Provided by facility equipment and staff	\$30 per extra drag
	(7) Dressage Set Up: Standard 20m x 60m with letters, markers, and judges box setup and use	\$100 per ring per event
	(8) Jump Course and Trail Course: Does not include decoration	Set-Up Fee: \$150 Rental Fee: \$150
X	(9) Stall Rental	1 day Show \$20 2 day show \$40 Each day over 2 days is an additional \$10.
	(10) Ship in Fee: For horses not using a stall	\$15 per horse per day
	(11) Shavings: 2 bags minimum per stall and must be purchased from facility. Competitors may bring their own additional bedding	Market price per bag
X	(12) Camper Hookups: hook-up includes water and electric	\$30 per night plus sales/bed tax
	(13) Retail/Display Vendor <ul style="list-style-type: none"> • Without Electrical Hook Up (up to 20' x 20') • With Electrical Hook Up (up to 20' x 20') 	No Charge \$35/Day
	(14) Clubhouse Rental: Includes kitchen area and bathrooms	\$150 per weekday \$275 per Saturday \$200 per Sunday
X	(15) Food Vendors: Vendors must comply with FL Fire and Health Regulations	\$35 per day per vendor

Set up days

X	(16) Non-Refundable Reservation Deposit and Creditable Damage/Cleaning/Security Deposit: per contract with a maximum of \$1,000 per year for producers with multiple events	25% of items 2,3,4,5,7 and 8
X	(17) Incentive/Appreciation Discount. All new show organizers/producers will receive a one-time appreciation discount (not per event, but once only). Does not apply to clubhouse rentals	10% discount on total bill before tax, and only applies to new contracts
	(18) Clinic Covered Arena Includes PA system, footing prep and 2 drags per day	\$400 per day
	(19) Electrical Hook-Up Fees	
	• Midway	\$15 per day per panel
	• Pole Barns	\$15 per day per pole barn
	• Midway 50 amp x 240 volt	\$50 per day
	(20) Area Banner Advertisement - Annual	
	• 4' x 6'	\$400/banner
	• 4' x 12'	\$700/banner
	• 4' x 18'	\$1,200/banner

Fees for Alachua County Youth Fair and Livestock Show, Inc. shall be waived.
All rentals are subject to appropriate sales tax.

Auditorium (adjacent to the UF/IFAS Extension Office)

Facilities Rental	Fees
Auditorium	
• Meeting Rooms A and C	\$250 per room
• Meeting Room B (includes Kitchen)	\$300
• Meeting Rooms A, B and C	\$750
• Optional Janitorial Service Fee	\$30 per room
• Refundable Damage Deposit	\$250
Auditorium Alachua County 501(c)3 and Government Rate	
• Meeting Rooms A and C	\$125 per room
• Meeting Room B (includes kitchen)	\$150
• Meeting Rooms A, B and C	\$375
• Optional Janitorial Service Fee	\$30 per room
• Refundable Damage Deposit	\$250

City of Newberry received 5 free uses of the Auditorium per year

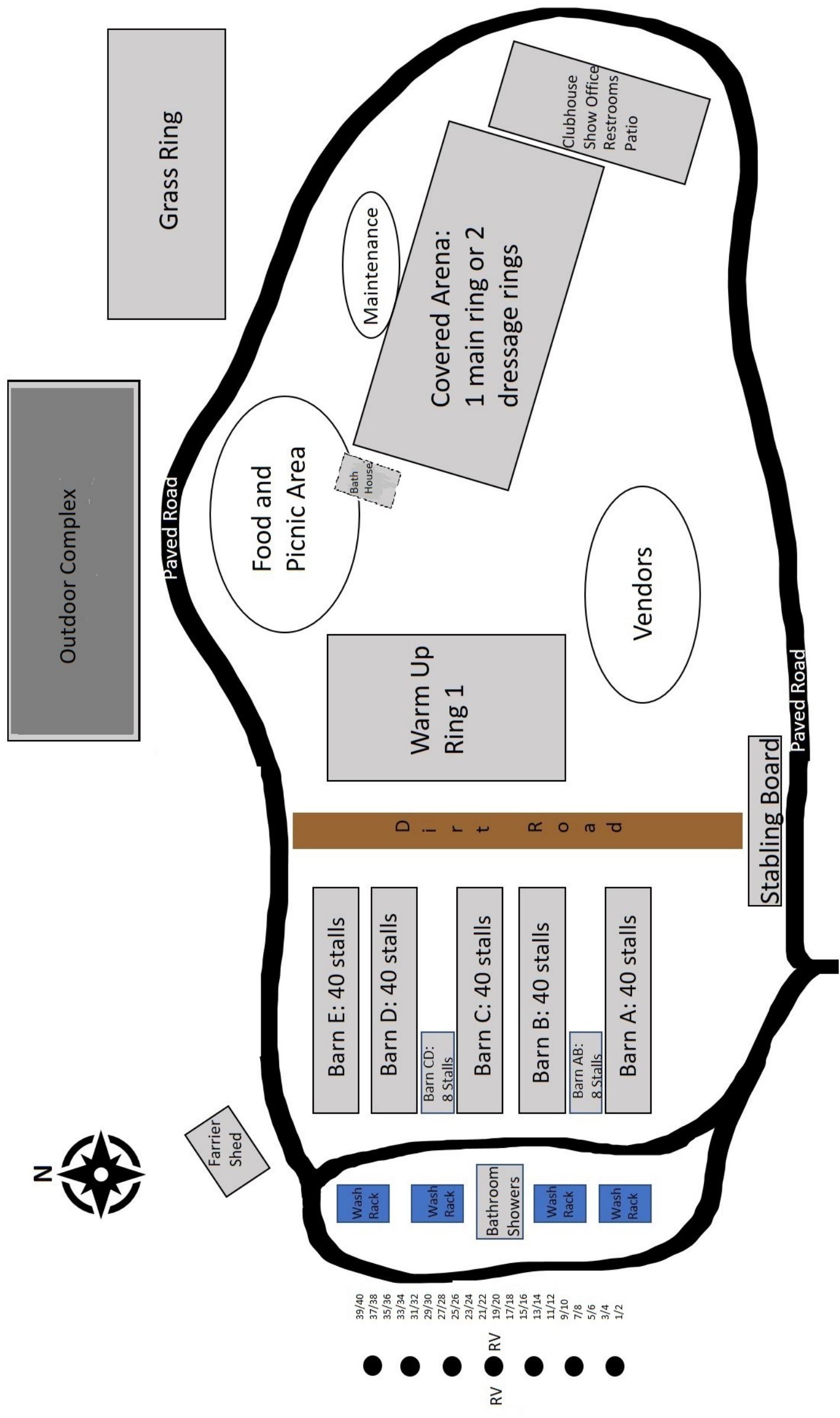


EXHIBIT B

Event Description

Event Name **Please see attached.**

Anticipated # of Participants_____

Anticipated # of Animals_____

Approximate show times_____

EXTRA

ACTIVITIES_____

EXHIBIT F
INSURANCE REQUIREMENTS
Alachua County Agriculture and Equestrian Center
Licensee's Insurance

Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each occurrence, \$100,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY (While Operating Vehicles on County Owned Property)

Coverage must be afforded including coverage for all owned vehicles, hired and non-owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY (While on County owned Property)

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

OR:

As an independent contractor outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Workers' Compensation Act, the Licensee may choose to post clear written notice in a conspicuous location accessible to all employees telling employees and others of their lack of entitlement to work's compensation benefits.

LIQUOR LIABILITY (While on County owned Property)

Coverage must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages while on County property. Coverage must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each occurrence.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I. Commercial General Liability Coverage

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Licensee and premises owned, leased or used by the Licensee.

b. The Licensee's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by *the County, its officials, employees or volunteers shall be excess of Licensee's insurance and shall be non-contributory*

II. Workers Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Licensee for the County.

III. All Coverage

The Licensee shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under "claims made" form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS, VENDORS, CONCESSIONAIRES

Licensee shall include all subcontractors as insured under its policies. All coverage for subcontractors, vendors, concessionaires and independent contractors shall be subject to all of the requirements stated herein.

Certificate Holders and additional insureds:

Alachua County Board of County Commissioners
Risk Management
12 SE 1st Street, 3rd Floor
Gainesville, FL 32601

AND

Southeast Horse Shows, LLC

EXHIBIT C

Equestrian/Agriculture Events Rules and Regulations

Definitions

Center – the Alachua County Agriculture and Equestrian Center, which consists of the complex of facilities located at 23100 W. Newberry Road, Newberry, Florida 32669.

Facility – that portion of the Alachua County Agriculture and Equestrian Center described in Exhibit A-1, which is the subject of this Lease Agreement.

Facility Use Agreement (FUA) - a License Agreement for the Use of Alachua County Agriculture and Equestrian Center that has been executed by the Licensee

County - Alachua County

Licensee - The applicant.

Event – the activity or activities authorized to be held at the Facility on a specific date or dates pursuant to a License Agreement for the Use of Alachua County Agriculture and Equestrian Center that has been executed by the Licensee.

Management

The Center operates under the management of Visit Gainesville, Alachua County, FL, and at the direction of the Alachua County Board of County Commissioners.

During any time covered by a FUA, any County employee, or other County representative, may at no cost, enter, inspect, or search the Facility, and may move in, out, on, or about the entire Facility while conducting his or her official duties. If a matter arises that is not covered under these general rules, the County Manager make a determination that shall be binding on the Licensee.

Scheduling

The Licensee does not have a confirmed reservation unless and until all required paperwork is submitted, reviewed and approved.

Unless the Licensee has secured the entire Center, there may be times when multiple events are scheduled at the Center. The County reserves the right to schedule multiple events that utilize different portions of the Center.

At least fourteen calendar days prior to the Event, the Licensee must do the following:

Meet with County to determine (if applicable)

- Concession/catering needs
- Decorating needs
- Delivery locations

- Cleaning service needs

Secure required insurance naming Alachua County, its officials, employees, agents, representatives, contractors and volunteers as Additional Insured

Submit to County

- All required Insurance certificate(s)
- Exterior signage requests (i.e. message board)
- Worker's compensation exemption, sales tax exemption, proof of corporation, if applicable
- All required permits and payment of fees due, in accordance with the adopted fee schedule

Meet with onsite Facility staff to confirm event details.

Animal Acts

Non-human primates are prohibited at the Facility. The Event shall not include any animals except for those listed in Exhibit B of the FUA. The County reserves the right to revoke or terminate any FUA, regardless of whether it involves a pre-approved activity, where the Board determines, in its sole discretion, the proposed activities would violate the County's Animal Exploitation ordinance, as may be amended by the County.

Facility Modifications

The Licensee shall not make any modifications to existing grounds, buildings, or equipment without prior written approval from the County. Prior to making any approved modifications, the Licensee shall coordinate the date and time of said approved modification, which shall only occur under the supervision of County employee(s) assigned to the task. The Licensee shall restore all modifications to their original condition before the expiration of this License Agreement.

No permanent improvements may be made to the Facility without prior approval by the County.

Any permanent improvements made become the property of the County and shall be utilized or maintained at the County's discretion.

No electrical wiring alterations are permitted without the prior written permission of the County.

Signage

Licensee shall comply with all signs and postings (e.g., "No Parking", "No Smoking", speed limit signage, etc.).

The Licensee shall submit all signage, banners and advertising at the Facility, or along adjacent public roads, to the County for approval and must receive written approval from the County prior to posting said signage, banners or advertising at the Facility. All signs, banners and advertising must comply with applicable County policies as well as applicable municipal ordinances and state statutes.

The Licensee must submit copies of all proposed advertising and promotional material for the Event to the County, and must receive the written approval from the County prior to publishing said advertising

or promotional materials. All advertising or promotional materials must comply with applicable County policies.

Lost/Stolen/Damaged Items

The County shall not be responsible to the Licensee or any of Licensee's guests, invitees, attendees or anyone else for any equipment, displays, personal items or any other items lost or damaged due to fire, theft or any other causes for loss. The Licensee agrees to hold harmless and indemnify the County for all such claims.

Additional Charges

Additional charges will be assessed to the Licensee on the Final Settlement Statement and are due and payable on receipt of Statement. If additional charges are assessed, Licensee is responsible for payment of these charges to the County. The Licensee shall be in default of the FUA if the Licensee does not pay the additional charges within five calendar days of its receipt of the Final Settlement Statement

Items subject to additional charges include, but are not limited to:

- Keys not returned
- Building(s) or grounds damaged or not cleaned
- Licensee requested and received additional services or items not listed on Exhibit A
- Additional security personnel
- Equipment or persons on the grounds after the agreed upon move-out date/time
- Hold Overs (those staying beyond their move out date) are not permitted without the prior written authorization of the County. Licensee shall be responsible for any damages resulting from unauthorized hold overs.

Any increase to the original Facility Cost Sheet is due and payable prior to move-in.

Alcohol

Alcoholic beverages are permitted. If the Licensee intends to sell alcohol on premises, a copy of the license from the Division of Alcoholic Beverages and Tobacco must be delivered to the County at least 14 calendar days prior to the Event.

Licensee may utilize banners, signage or advertisement of companies that sell or endorse alcoholic products within the Facility.

Amplified Sound

No amplified sound is allowed between 11 p.m. and 7:00 a.m.; this is not a representations that amplified sound outside of this time period complies with applicable noise ordinances. Licensee must comply with applicable noise ordinances.

Deliveries

Licensees shall not have deliveries made to the Facility prior to the Move-In Date. County staff will not accept deliveries for Licensee.

Equipment Storage

No equipment, supplies or items belonging to the Licensee will be stored at the Facility prior to the Move-In Date or after the Move-Out Date without written permission from the County. Additional charges shall apply for materials stored in violation of this provision.

Insurance

Licensee is required to procure and produce proof of current insurance in accordance with the limits listed in Exhibit F. Licensee may be required to procure additional insurance depending upon the nature of its event. Insurance will be determined on a case-by-case basis based on the activities proposed by the Licensee. Evidence of all insurances must be provided in accordance with the Reservation Procedures.

Permits, Licenses and Inspections

Licensee shall obtain all required permits, licenses and inspections for the Event required by federal, state or local laws, rules and regulations.

Except as otherwise provided in these Rules, Licensee shall present copies of required permits, licenses and inspections to the County in accordance with the Reservation Procedures.

Failure of Licensee to comply with all applicable laws, permits, and licenses shall constitute a default by Licensee and shall be grounds for the County to terminate this FUA for cause.

Licensee is responsible for complying with all applicable city, county, state and federal laws and regulations that apply to the specific activities covered under the FUA.

Setup / Cleanup

Licensee is not permitted to use County equipment and must ensure that all participants and their horses or other animals vacate the arena floor and remain off of the area floor during drags and/or other maintenance.

The Licensee is responsible for all other pre-Event setup, unless as detailed in the FUA. The County will not direct, conduct, manage or set up for Licensee's scheduled event(s). The County may be present during pre-Event setup.

The Licensee is responsible for post-Event breakdown and clean up, unless as detailed in the FUA. The County will not direct, conduct or manage the Licensee's breakdown. The County may be present during post-Event breakdown.

It is the responsibility of the Licensee to provide, as needed, additional trash bins, dumpsters and portable restrooms for their Event(s). The Licensee is responsible for payment of these services and to have all equipment, dumpsters, trailers, etc. removed by the Move-Out Date.

It is the responsibility of the Licensee to ensure trash is deposited in the appropriate receptacles.

The Licensee shall return the Facility to the County in the same condition as received. The clean-up of Facility must be completed by the Move-Out Date.

If there is damage, additional cleanup is needed or equipment is left at the Facility, the County reserves the right to charge the Licensee additional fees for repairs, clean up or storage.

Refunds and Cancellations

The Licensee may cancel with written notice to the County. The amount of refund, if any, will be based on date of cancellation relative to event date. No refunds will be issued for cancellations within 90 days of the Move-In Date.

Security, Parking, Rescue and First Aid

The Licensee may be required to submit a site plan depending on scope of event detailing proposed uses of all locations, including hazards, food/cooking areas, first aid stations, ingress/egress, construction (stages, tents, etc.) areas.

An emergency response rescue unit, law enforcement personnel, or crowd control personnel may be required as deemed necessary by the Sheriff or Fire Marshal for safety purposes. The Licensee shall be responsible for all costs incurred for these services.

Security and safety services must be arranged through the County; no private security is permitted.

The County, Sheriff and Fire Marshal or other appropriate government agency representatives in the performance of their duties are authorized to suspend the event for public safety purposes, violation of building or health codes, failure to obtain required permits, violation of permits, or the description of the event in the application was not accurately described or was misrepresented. The County, Sheriff, or Fire Marshal may limit event attendance for safety or security reasons.

There is NO SMOKING or open flame inside any building or enclosure.

Motorized equipment operators (4-wheeler, golf cart, scooter, etc.) must possess and maintain a valid Drivers' license. Motorized equipment must be of a quiet nature.

All dogs must be leashed pursuant to Alachua County Code Chapter 72, Section 72.20 and 72.21. Failure to comply may result in the impounding of dogs and related impounding fees and charges.

No parking between the barns except during loading and unloading.
No vehicles or trailers between the barns except during loading and unloading.

No housing of animals in trailers anywhere other than designated area of the facility.

Camping

All overnight tents, Rv's and campers are restricted to the designated RV area located to the west of the barns.

Any camping using electricity or water will be charged according to the current fee schedule.

Stall Usage

Minimum of 2 bags of bedding required per animal stall. First 2 bags to be purchased from the facility.

Horses and ponies: Maximum of 1 animal per stall.

Miniature horses: Maximum of 2 animals per stall.

Cattle: Maximum of 1 animal per stall.

Goats and other small livestock: Maximum of 2 animals per stall.

Rule Additions for Non-Equine Livestock Events

Alachua County Youth Fair is exempt from these rules.

General

1. All show livestock must have clean-up of manure, hay, feed and water at least 3 times per day while on the grounds.

Cattle

1. No more than 40 cattle per event (not per day) are permitted.
2. No tie outs permitted for haltered show cattle, they must be housed either in their trailer or 1 animal per horse stall.

Goats and other small-medium size livestock

1. No more than 2 animals per stall.
2. Animals housed in their trailers must be kept in the specified area of the facility except when they are in the show ring. No tie outs permitted.
3. Muck from trailers must be hauled to muck bins at the barns.

EXHIBIT D **WAIVER AND RELEASE FOR CHILD**

Waiver and Release of Liability, Indemnification Agreement, Full Assumption of all Risk and Liability, and Acknowledgment and Acceptance of Potential Dangers, Risks and Hazards of Facility

In consideration of permitting of my minor child, _____ (hereinafter, the "Child"), to enter the Alachua County Agriculture and Equestrian Center located at 23100 W. Newberry Road, Newberry, Florida 32669, which is owned by Alachua County, a charter county and political subdivision of the State of Florida, (hereinafter, the "Facility") and in consideration of permitting the Child to enter to Property and participate in the activities administered at the Facility by _____, **I HEREBY WAIVE, RELEASE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY, ITS BOARD OF COUNTY COMMISSIONERS, CONSTITUTIONAL OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVE, ATTORNEYS, AGENTS AND ASSIGNS (HEREINAFTER, COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM MY CHILD'S ENTRY ONTO OR USE OF THE PREMISES AND ANY AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY THE NEGLIGENCE ACTS OR OMISSIONS OF ALACHUA COUNTY.** This release applies during the time that my Child at the Facility. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against Alachua County by reason of conditions of the Facility or activities occurring thereon.

I understand and acknowledge that horseback riding and other equestrian events are inherently dangerous activities. The Facility may have hidden obstructions, thorns, poisonous snakes, or other natural or manmade objects which may be dangerous to my Child or his/her personal property. **ALACHUA COUNTY HAS NOT MADE, DOES NOT MAKE, AND**

WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS OF THE FACILITY FOR THE INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE PREMISES, AND I AGREES THAT I HAVE NOT RECEIVED OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM ALACHUA COUNTY. I hereby acknowledge, agree, represent and warrant that my child is voluntarily entering the Facility in its "AS-IS," "WHERE-IS" and "WITH ALL FAULTS" condition to participate in the activities administered at the Facility by _____, with knowledge of the dangers involved, and I, as the parent or legal guardian, and with full legal authority, hereby agree to accept and assume, on behalf of myself and my Child, ALL RISKS associated with entering the Facility, including but not limited to injury or death, property loss or damage.

I swear and affirm that I am the parent or legal guardian of the above named Child I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this Agreement. I have carefully read this Agreement and fully understand its contents. I understand that I have given up substantial rights by signing it and I am aware of its legal consequences. I have signed it freely and voluntarily, without inducement, assurance or guarantee being made to me.

Executed and agreed to by:

(Child's signature)

(Parent's signature)

(Child's name printed)

(Parent's name printed)

Date: _____

Date: _____ |

EXHIBIT E
WAIVER AND RELEASE FOR ADULT

Waiver and Release of Liability, Indemnification Agreement, Full Assumption of all Risk and Liability, and Acknowledgment and Acceptance of Potential Dangers, Risks and Hazards of Facility

I, _____ (name of participant), in consideration to enter the Alachua County Agriculture and Equestrian Center located at 23100 W. Newberry Road, Newberry, Florida 32669, which is owned by Alachua County, a charter county and political subdivision of the State of Florida (hereinafter, the "Facility") and in consideration of my participating in the activities administered at the Facility by

_____, **I HEREBY WAIVE, RELEASE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY, ITS BOARD OF COUNTY COMMISSIONERS, CONSTITUTIONAL OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVE, ATTORNEYS, AGENTS AND ASSIGNS (HEREINAFTER, COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM MY ENTRY ONTO OR USE OF THE CENTER AND ANY AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY THE NEGLIGENCE ACTS OR OMISSIONS OF ALACHUA COUNTY.** This release applies during the time that I am at the Facility. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against Alachua County by reason of conditions of the Facility or activities occurring thereon.

I understand and acknowledge that horseback riding and other equestrian events are inherently dangerous activities. The Facility may have hidden obstructions, thorns, poisonous snakes, or other natural or manmade objects which may be dangerous to me and my personal property. **ALACHUA COUNTY HAS NOT MADE, DOES NOT MAKE, AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR**

IMPLIED, AS TO THE SUITABILITY OR FITNESS OF THE FACILITY FOR THE INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE FACILITY, AND I AGREES THAT I HAVE NOT RECEIVED OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM ALACHUA COUNTY. I hereby acknowledge, agree, represent and warrant that I am voluntarily entering the Facility in its “AS-IS,” “WHERE-IS” and “WITH ALL FAULTS” condition to participate in the activities administered at the Facility by

_____ with knowledge of the dangers involved, and I hereby agree to accept and assume ALL RISKS associated with entering the Facility, including but not limited to injury or death, property loss or damage.

I swear and affirm that I agree to be specifically bound to all the terms and conditions of this Agreement. I have carefully read this Agreement and fully understand its contents. I understand that I have given up substantial rights by signing it and I am aware of its legal consequences. I have signed it freely and voluntarily, without inducement, assurance or guarantee being made to me.

Executed and agreed to by:

(Signature)

(Print name)

Date: _____
|