

RIDING USE AGREEMENT

September 1, 2024, through August 31, 2025

1635 Reata Drive, Gillette, WY 82718, 307-682-0552

This AGREEMENT is made September 9th, 2024, by and between Campbell County Public Land Board, 1635 Reata Drive, Gillette, WY 82718, hereby referred to as **CAM-PLEX**, and _____ hereby referred to as **USER**. **CAM-PLEX** grants a permit to occupy the **East Pavilion and Barn 3** for general riding use for September 1, 2024, through August 31, 2025.

USER expressly understands that Rider Use Agreement and the rates charged for this time do not recover the cost to operate the facility for the time used. Rider time is a subsidized activity paid for in part by the USERS hourly rate, revenue from other Cam-Plex events, and the funds provided by our City and County governments. Costs include utilities for lighting, heating, equipment, staff, manure cleaning, maintenance, parking lot cleaning, etc. To ensure we can continue to offer this discounted offering, USER will not modify set-ups, will self-report damage or issues with equipment to management when it is found or incurred, and will work to ensure that those on Cam-Plex grounds at the USERS invitation will also follow all rules of this agreement. USER understands that if expanded services beyond what is being offered in this Rider Use Agreement are expected, that the USER should be using a full rental agreement and paying full rental rates for those expanded services desired.

Setups in place are at Cam-Plex discretion. USER understands that the setup in place upon arrival will be used as is and no modification to set-up will be allowed or facilitated if requested.

USER agrees to pay an hourly rate as follows: **Barn 3 - \$29.00 per hour, East Pavilion - \$33.00 per hour**. Any additional charges will be billed as necessary. A finance charge of 1.5% per month may be charged on balances over 30 days plus collection costs, including attorney's fee, if required. **All invoices are due net 30** or riding privileges may be revoked. *The USER is responsible for damages.* The following CAM-PLEX Policies must be followed:

- a. **Permitted Time:** Rider time begins and ends with your scheduled time. Arriving early or staying late, including any activities in the parking lot areas is not allowed. Entering facilities early or vacating late may result in additional charges or loss of permit.
- b. **Non-Smoking Facilities** (including electronic cigarettes): USER agrees to assist in the enforcement.
- c. **Subleasing, trading barn times, or allowing others to use your barn time is not allowed.** The USER who has signed the Riding Use Agreement **MUST BE PRESENT** and must be the person to call and book/cancel times. If this is not possible, the CAM-PLEX office must be notified. Children under the age of 18 must be always accompanied by an adult.
- d. **This Riding Use Agreement is intended for personal use of the USER only.** Commercial activities, generation of revenue, charging admission, gambling, or operating membership-based programs that extend the use of the facility to others under this agreement are prohibited.
- e. **Dogs, rollerblades, scooters, and bicycles are not allowed** on CAM-PLEX grounds or in CAM-PLEX facilities.
- f. **Farriers/Animal Massagers:** Horse service providers can assist you in the building during your rented times. They must be self-contained (not hooked up to our electricity or water) and must leave the facility in the same condition as when they arrived. They must also adhere to your scheduled barn times. Early arrival or staying late by your service providers will cause a fee to be charged to your account. If they use propane, a maximum of a ONE-pound tank is allowed due to the fire code. Such services are specifically to support you, the facility renter. It is not to provide a low/no cost venue for the service provider to perform services for others.
- g. **Heel-o-matics, dummy roping w/4-wheelers, etc:** Must be the last renter of the day, 6 pm – 8 pm and can only rent Barn 3. The USER must inform us at booking time if using equipment, due to the compaction of the arena.
- h. **Arena works** are provided twice daily, one at 9:00 a.m. and one at 2:00 p.m. and/or as determined by CAM-PLEX staff. **USER understands CAM-PLEX will determine if other work(s) are needed and the time of the work(s). There is absolutely no holding over of arena time through arena works. Barn will be cleared of all livestock and arena will be worked regardless of if you have the time before or after an arena rake. This is to**

CAM-PLEX DAILY RIDING USE AGREEMENT

- A. USER acknowledges and agrees that there are risks and hazards inherent in equestrian activities or other activities involving livestock and there is a possibility of personal injury and property damage. USER shall indemnify, save, and hold harmless CAM-PLEX Management, Campbell County Public Land Board, City of Gillette, Campbell County Commissioners, and all employees, agents, and volunteers from and against all liability, loss, damages, claims, costs and expenses (including attorney fees) arising out of injury to person or damages to property or any other injury, claim, damage, loss, cost or expense arising from use of facilities. User assumes all risk of damage to property and loss by theft or otherwise of the fixtures, appliances, or other property of the User, or its guests or other persons using the facilities, parking lots and equipment. No claims will be made against CAM-PLEX, Campbell County Public Land Board, City of Gillette, Campbell County Commissioners, or all employees, agents and volunteers of each.
- B. USER leases facilities in an "as is" condition. USER has inspected facilities and found them satisfactory for its purpose and in good order and repair. Additional utilities will be the sole responsibility of the USER but will be arranged through the CAM-PLEX Admin. Office. **USER is responsible and liable for any damage to the facilities and clean-up of the facilities including horse and livestock manure in parking lots and stock pens.** If the facilities are not returned in satisfactory condition, as determined by CAM-PLEX management, the amount required to restore facilities to condition as originally received, ordinary wear and tear expected, will be charged to the USER.
- C. CAM-PLEX can revoke privileges of USER at any time for any just cause, thus serving as cancellation of this agreement and requiring immediate vacancy of facility at any time CAM-PLEX management requests.
- D. USER may use parking lots for parking of vehicles; however, no charge may be made for parking in these areas. USER AND USER FARRIERS/MASSAGERS/ETC MAY NOT PARK ON STREETS OR SIDEWALKS.
- E. USER assumes all risk in the event of damage to property and loss by theft or otherwise of the fixtures, appliances, or other property of the USER, and no claim will be made upon CAM-PLEX, the Campbell County Public Land Board, the Campbell County Fair Board, the City of Gillette, the Campbell County Commissioners, and all employees or agents of each.
- F. Any identified CAM-PLEX employee or official of CAM-PLEX will have free access to any and all parts of facilities leased or occupied by USER.
- G. This agreement cannot be assigned, pledged or encumbered without written approval of CAM-PLEX management.
- H. No verbal representation or promise of any nature, not covered by this agreement, has been made by either party to the other and agreements not covered in the printed section of this agreement will be covered by an addendum, which addendum will be signed by both parties.
- I. If USER violates any terms or conditions of this agreement, such violation will cause a forfeiture of all monies paid to CAM-PLEX in advance and will further serve as a cancellation of this agreement.
- J. Should any property remain in the facilities or on the grounds after use, CAM-PLEX may deal with such as though the same had been abandoned; and may, in addition, charge all costs and expenses incurred in the removal thereof.
- K. The Campbell County Public Land Board, Executive Director and Management Staff, reserve the right to refuse, cancel, or adjust the priority of any and all use contracts, where it is deemed that such action is necessary for the best interest of the CAM-PLEX facilities and the people of Campbell County.
- L. The waiver by CAM-PLEX of any violation of any term contained in this agreement will not be regarded as a waiver of any term for any prior or future violation of the same. The acceptance of a fee payment by CAM-PLEX will not be regarded as a waiver of any occurring violation by USER, regardless of knowledge of CAM-PLEX of prior existing violations at the time of acceptance of fee payment.
- M. Glass drinking containers (including beer bottles) and illegal substances are not allowed on the premises.
- N. All children (age 12 & under) must be supervised at all times. At no time will children be left unsupervised.
- O. Prices are subject to change with additional use of facilities and furnishings.
- P. It is USER's responsibility to control littering on the grounds. If it appears that excessive litter and trash is present (at discretion of CAM-PLEX staff) an additional clean-up fee will be charged. This includes the parking area.
- Q. **FORCE MAJEURE:** Neither party shall be liable for failure to perform under the Contract/Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God and the public enemy, civil disturbance, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.