



The Dirt Floor Arena, Proctor/Duluth

PO Box 1006
 Proctor, MN 55810
 www.proctorarena.com
 proctorarena@yahoo.com

Event Title: _____
 Event Date: _____
 Check In: _____ Check out: _____
 Date Time Date Time
 Contact Name: _____
 Address: _____

 Phone: _____
 E-Mail: _____

2009 DFA Rental Contract

Sign both copies of this contract and return both copies to the DFA Secretary. A signed copy will be returned to you. Please enclose separate payments for the booking fee and damage deposit, detailed below. Your date will not be confirmed until we receive the before mentioned items.

FOR OFFICE USE

Date Received _____
 Total Upon Receipt _____
 Deposit _____
 Balance Due _____

Rental Options Available
Please see reverse side for rates, detailed information and terms of contract.
(Please circle yes or no for each item required for your event)

Arena Rental	<u>See reverse side for rates</u>		\$ _____
Box Stall Rental	YES / NO	_____ stalls @ \$6.00 each/day	\$ _____
Box Stall Cleaning	YES / NO	_____ stalls @ \$20.00 each	\$ _____
Shavings	YES / NO	_____ bags @ _____ each	\$ _____
Electric Hookups	YES / NO	_____ hookups @ \$10.00 each/day	\$ _____
Bathrooms & Grounds Clean Up	YES / NO	_____ \$75.00 / day	\$ _____
Garbage Removal	YES / NO	(See Addendum attached)	
Concession	YES / NO	Upon request, contact Bonnie Welman 879-4889, no extra charge	
Remote Headset*	YES / NO	Upon request, contact Bonnie Welman 879-4889, \$10 per day	
Electric Timer*	YES/NO	Upon request, contact Bonnie Welman 879-4889, \$10 per day	

Payment

Payment to be made by check or cash. Separate checks should be written for the booking fee & any damage deposit. Damage deposits are returned after successful check-out. Please see reverse side for rates, detailed information and terms of contract. All checks should be made payable to: DFA

Booking Deposit, due at time of booking (applied against rental rate)	\$ _____
Damage Deposit, due at time of booking	\$ _____
*Remote Headset Damage Deposit, due at time of booking (refundable)	\$ 150.00
*Electric Timer Damage Deposit, due at time of booking (refundable)	\$ 200.00
Balances due at time of check-out	\$ _____
Office Use Only _____	

Agreement

By this contract, the Dirt Floor Arena Board of Directors, hereinafter "DFA" and the party or organization indicated above hereinafter "User", enter into this agreement, whereby DFA licenses to User and User hires from DFA, that portion of the South St. Louis County Fairgrounds described as Dirt Floor Arena building, parking area, and other fairgrounds property specifically contained in this contract, for the limited purpose of conducting the activity/event described as above. The undersigned hereby acknowledge they have fully reviewed and accept the contents included in the DFA Conditions of Use and Rental Contract, to abide by the rules, regulations, policies and procedures set forth therein and/or as specifically designated, representing and with the authority to act on behalf of the individual/organization as named within this document. The User agrees to provide an accurate count of stalls, shavings and electrical hookups used during this event for appropriate billing at check out time. **User agrees to hold DFA harmless from any incidences which may occur during User's event in accordance with Minn. Stat. § 604A.12**, the sponsor(s) of livestock activities are not liable for the injury or death of a participant, or a spectator in an unauthorized area arising from the inherent risk of livestock activities. Inherent risk means the dangers arising from the propensity of livestock to behave in unpredictable ways, including kicking, biting, spooking in response to sound, sudden movement, unfamiliar objects, persons and other animals. All information contained herein and attached has been reviewed and agreed upon for the rental of the DFA Arena facility by and between the below named representatives.

PLEASE READ TERMS OF CONTRACT ON BACK.

X _____ Date _____ X _____ Date _____
 Rental Organization Representative Signature DFA Representative Signature

2009 Rental Rates:

3 Day Rental	\$585	Booking deposit \$150
2 Day Rental	\$390	Booking deposit \$100
24 Hour Rental	\$195	Booking deposit \$50
\$500 refundable damage deposit required for above rentals		
6 Hour Rental	\$75	Booking deposit \$30
3 Hour or less Rental	\$45	Booking deposit \$20
\$200 refundable damage deposit required for above rentals		

Conditions of Use

AS-IS STATEMENT: DFA warrants only that it will make available the afore-stated basic facilities "as is." DFA does not guarantee to provide labor, materials or services required for User preparation, utilization or restoration of premises. In accordance with the terms of this use contract and any lack or availability or ability to provide said labor, materials or services shall in no way affect, impair or excuse User's obligation to pay fee hereunder & to perform all other covenants & agreements herein.

RESPONSIBILITIES: User may contract with the DFA for services and fees as indicated on the Rental Contract. The DFA shall not be held accountable or responsible for contracts &/or agreements for services provided by sources outside the DFA.

LIABILITY: This contract and obligation of User to pay rental fee hereunder and perform all other covenants and agreements hereunder on the parts of the User shall in no way be affected, impaired or excused by reason of strike, labor dispute or any outside cause whatsoever including, but not limited to weather, fire, national emergency or by reason of any rule, order or regulation of any department thereof or any government agency or by reasons of any other conditions or act of nature.

PURPOSE: User shall use and occupy the demised premises for those purposes specified and for no other purposes. User shall refrain from using any facilities on the South St. Louis County Fairgrounds not previously stated for use, in any manner inconsistent with their intended purposes and agrees that the DFA, through its representatives, shall exercise final judgment in questionable issues. All applicable provisions of Minnesota Statutes and Law, and regulations as most recently enacted are hereby made an integral part of this agreement.

PARKING: To every extent possible, the DFA shall provide parking area for User without additional fee. User agrees that no parking charge will be assessed the public for use of the same. All posted parking and traffic regulations on the South St. Louis County Fairgrounds and surrounding property and areas will be in full force and effect at all times. Violators will be towed with towing fees charged the User. Overnight sleeping or camping will be allowed on the Fairgrounds as specified in the Rental Contract and only in designated areas.

ALCOHOL USE: No person shall sell, barter, give away or otherwise dispose of or introduce, have or keep any spirituous malt or fermented liquor or intoxicating liquors or any kind upon fairgrounds, nor aid or abet in so doing without license granted by Saint Louis County for event date(s).

ADVERTISEMENTS: No signs, posters, banners, billboards or similar items may be placed on the Fairgrounds except those approved, placed and supervised by the DFA. User shall neither encumber nor obstruct streets or sidewalks in front of entrances, or halls and stairs of premises, nor allow same to be otherwise obstructed or encumbered in any manner. User agrees that DFA and its representatives have the right to enter into and upon the premises or any part thereof, at all reasonable hours for the purpose of examining same or making alterations or as may be necessary for safety & preservation thereof.

PETS: No dogs or other pets shall be allowed on the Fairgrounds or Arena grounds at any time unless restrained on a leash of less than six feet in length by a person capable of controlling the dog. Every totally or partially blind, physically handicapped or deaf person, or any person training a properly identified dog as a service dog, may be accompanied by a service dog without previous authorization. Details of any exception or special consideration to this rule shall be stipulated clearly on the Rental Contract.

SUBLETTING: User shall not assign, sublet, sell, divide by will, or hypothecate any interest it may derive from this agreement during the lifetime hereof, except with the expressed written consent of the DFA Board of Directors.

LEGAL PROCEEDINGS: In the event it is necessary for the DFA to institute legal proceedings against User for a breach of any covenant or condition of this license any and all costs of such proceedings including attorney fees, shall be deemed to be additional use fee and DFA shall have the same rights and remedies as though such addition fee were a part of Rental Fees due the DFA under this contract.

WAIVER OF RIGHTS: Failure of DFA to insist upon strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the DFA may have and shall not be deemed a waiver or any subsequent breach or default of the terms, conditions and covenants herein.

INTEREST: Interest on any outstanding agreement balance will be charged at a rate of one percent (1%) per month for each month payment is past due.

USER AGREEMENT: User agrees to comply in all respects to all applicable federal, state and municipal laws, rule and regulations while using the facilities and while on Fairground property. Dirt Floor Arena Board of Directors, South Saint Louis County, South St. Louis County Fair Board Association and all representatives are free of liability under any covenant or condition of this agreement.

ARENA RENTAL

Unless otherwise specified, the rental of the arena includes indoor and outdoor arenas, utilities, use of game, trail, & arena PA system.

BOX STALL RENTAL

Box stalls are available at the rate of \$6.00 per stall per day.

BOX STALL CLEANING

Stall cleaning is available at an added rate per stall. If you do not wish to pay this fee, please make absolutely certain that your participants completely strip their stalls of all manure, all bedding, all hay, all personal and miscellaneous items, etc. before they leave, otherwise, \$20 per stall for cleaning will be charged.

SHAVINGS

Shavings are available at the current market value. Contact Bonnie Welman at (218) 879-4889

ELECTRIC HOOKUPS

Available at \$10.00 per unit per day.

REMOTE HEADSET

This portable headset is compatible with the arena PA System for a fee of \$10.00 per day. A \$150 damage deposit is due at check-in. Contact Bonnie Welman for more information. (218) 879-4889

ELECTRIC TIMER

Timer is available for gaming events at \$10.00 per day. A \$200 damage deposit is required. Contact Bonnie Welman at (218) 879-4889.

CONCESSION STAND

Food/Beverage sales available upon request at no additional charge. Contact Bonnie Welman (218) 879-4889.

BATHROOMS AND GROUNDS CLEANUP

Heated bathrooms with showers are available upon request. These facilities must be cleaned, garbage emptied, etc.

The South Saint Louis County Fairgrounds is used by several different organizations and you are required to remove your litter, manure and excess hay from the parking lot and barn area (stalls not included, see above for stall cleaning) after all events. To avoid this fee, make absolutely certain that your participants completely clear their parking space of manure & hay before they leave. **Cleanup will be charged at \$75 per day if you do not do the cleaning yourself.**

GARBAGE REMOVAL

Absolutely no cardboard is to be thrown in the dumpster. Garbage's must be emptied and put in the dumpster at the end of the rental.

DAMAGE DEPOSITS

Damage deposits are required for arena rental, remote headset rental and electric timer rental. These should be made as a separate payment from the booking deposit. They will be held until check-out and returned upon satisfactory check-out.

PAYMENT

The booking deposit is due in order to reserve your space. The remainder is due upon check-out. Payment can be made in the form of check or cash. Your signed contract copy will be your receipt.

REVIEW YOUR CONTRACT AND ASSURE YOUR DATE

Make sure your event representative reviews this information carefully, making any adjustments necessary. Contact any DFA board member with questions or corrections. When completed to your satisfaction, sign, date and return both contract copies to the DFA Secretary with the proper payment. Your date choice will not be confirmed until these are received. In the event another group shows interest in dates you have requested, you will be given first opportunity to pay the booking deposit to confirm your dates. The DFA reserves the right to accept paid, confirmed rentals as received to avoid loss of revenue. Upon receipt, the secretary will confirm your event dates and return your contract copy with the receipt information completed.

TWO WEEKS BEFORE YOUR EVENT

Please have a representative of your organization contact the DFA Secretary two weeks before your event to schedule a "check-in" visit and to address additional or remaining details of your event.

CANCELLATION POLICY

All cancellations must be received at least two weeks prior to the event date at no charge to User. All cancellations thereafter, User will forfeit the booking deposit. All damage deposits will be returned to User within 10 business days following the cancellation.