

WILLOW DRAW, LP FACILITY USE AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 20____, made between Willow Draw, L.P., Tre' Book and Janet Book, with its principal business located at 573 North Bend Road, Weatherford, Texas 76085, hereinafter called "OWNER,"

Name (USER): _____

Email Address: _____

Physical Address: _____

Phone: _____

Work: _____

Driver license #: _____ State: _____

IT IS NOW, THEREFORE, AGREED between OWNER and USER that USER shall be entitled to the use of designated facilities for the following dates:

USER shall be/not be (circle one) entitled to use the coffee area of the office for purposes of a concession stand. However, it is understood and agreed that for all purposes, said concession stand and the food served therein or thereby are done independent of OWNER and USER shall hold OWNER completely harmless from any and all claims, demands, obligations, injuries, and/or judgments from any and all causes arising from the operation of said concession stand. The area, times, and use of the concession stand shall be designated by OWNER.

IT IS UNDERSTOOD AND AGREED that USER shall be construed and considered as an Independent Contractor for all purposes arising under this Agreement and the use of the facilities as above-described. USER shall be responsible for the payment of any and all gross receipts taxes, income taxes, or other liabilities incurred as a result of USER activities on OWNER property. USER further agrees to obtain executed Releases from any and all clients of USER who may use, occupy or otherwise obtain services from USER upon OWNER premises, a copy of which is to be provided by OWNER. **Initial** _____

1. EVENT DESCRIPTION hereinafter called "EVENT". Describe the event and facility areas required for use:

2. FEES, TYPE OF SERVICE PAYABLE TO WILLOW DRAW FARM, LP.

- a. Facility: \$400 per day
- b. Arena stalls: \$45 per day
- c. Trailer electric hookups: \$45 per day
- d. Additional shavings: \$10 per bag

Half of the FACILITY fee is due upon signing of agreement. The other half of facility fee and any other used fees will be paid at conclusion of event.

TOTAL DUE under this agreement shall be \$_____

3. DESCRIPTION OF FEES AND SERVICES

- a. **FACILITY:** Covered arena, parking lot, arena horse wash, outside dressage arenas, outside stadium jumps, cross country courses, galloping track. Excluded from facility use are the lower and upper boarding barns, their paddocks and turn-out pastures.
- b. **ARENA STALLS:** 12x12 stalls next to arena, overhead stall lights and initial bedding provided. Additional bedding may be purchased. Stalls shall be cleaned of manure, hay and any material except for original bedding after use. **NO OUTSIDE SHAVINGS.**
Initial _____
- c. **TRAILER ELECTRICAL HOOKUP:** 4 hookups are available with standard 30 AMP service.
- d. **ARENA LIGHTS:** Lights included for use on the days of the event. Lights are only turned on in event of darkness or cloudy day at the discretion of OWNER. **Initial**

4. EVENT CANCELTION: If the EVENT is cancelled, all fees will be returned to USER less expenses incurred by OWNER. USER shall hold OWNER completely harmless from any and all claims, demands, obligations, injuries, and/or judgments from any and all causes arising from the EVENT cancelation. If inclement weather or poor turf conditions exist the EVENT area for use shall be limited to the indoor arena, paved parking and roadways. If the EVENT cannot be accommodated in these areas, the OWNER reserves the right to determine if the EVENT shall be cancelled. **Initial** _____

5. EVENT PROMOTION: The EVENT is to be promoted with "at Willow Draw". Willow Draw is the term used to describe the facilities and property. Examples not to use: Willow Draw Farm, Willow Draw Equestrian Facility, etc. Examples of correct use: Fort Worth Dressage Show at Willow Draw, Mary D'Arcy Clinic at Willow Draw, Hickory Hunt Jumping Show at Willow Draw. **Initial** _____

6. FACILITIES. The USER has seen and accepted the property "as is" and is satisfied with the conditions of said property. **Initial** _____

7. RISK OF LOSS. During the time that the horse is on OWNER property, OWNER shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse or any other cause of action, whatsoever, arising out of or being connected in any way with the stabling of said horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on OWNER'S premises. The USER fully understands that OWNER does not carry any insurance on any horses, vehicles or property not owed by it, OWNER carries no insurance for USER horse, vehicle or property, or coverage under any public

liability, accidental injury, theft or equine mortality insurance and that all risks connected with stabling or for any other reason for which the horse is in the possession on the premises of OWNER, are to be borne by the USER. USER is hereby notified that while on OWNER'S premises direct loss, damage, theft, or injury to USER horse, tack, equipment and trailer are not covered by OWNER'S insurance. The actual USER, having financial interest in such items, must carry his or her own personal property insurance under a homeowner's, tenants or other insurance policy, or under a separate policy as in the case of the loss of a horse.

- 8. RISK OF LOSS-INSURANCE.** USER acknowledges that there could be a risk of injury, damages, or loss of life to said horse by keeping said horse in stall or at pasture. USER expressly assumes such risk and waive(s) any claim he or she might state against OWNER as a result of injury incurred in stabling said horse at the OWNER'S property. USER also acknowledges that his or her property, including but not limited to the vehicle, horse trailer, tack and any other property. USER expressly assumes such risk and waive(s) any claim he or she might state against OWNER as a result of such loss.
- 9. HOLD HARMLESS.** In consideration of OWNER undertaking the stabling and related services under the terms and conditions set forth herein, USER agrees to hold OWNER and its associates, assigns and agents, harmless from any claim resulting from damage or injury caused by said horse to anyone and agrees to pay any legal fees, and/or expenses incurred by OWNER in defense of such claims.

 - a. The undersigned(s) further agree(s) to hold the OWNERS harmless for physical injury to others, property damage, or loss of life, which result from the undersigned's horse. It is agreed that during the term of this agreement the risk of said horse shall be assumed by USER, and in the event of loss or injury of the horse, USER agrees to hold OWNER harmless from any loss or injury to said horse. It is specifically understood that the OWNER is not providing any type of insurance for the horse or USER.
 - b. USER further agrees to reimburse and pay for any property owned by OWNER which is damaged by USER or USER horse.
- 10. ASSIGNMENT.** This Agreement cannot be assigned without the express written consent of OWNER.
- 11. AGREEMENT SCOPE AND GOVERNING LAW.** This Agreement shall be legally binding upon OWNER and USER when signed by both parties. This Agreement is entered into the State of Texas and will be interpreted and enforced under the laws of this state. If any clause, phrase or ward is in conflict with State Law then that single part is null and void.
- 12. STABLE RULES.** OWNER may from time to time post reasonable rules in connection with the operation of its facilities. Such rules shall become a part of this Agreement and any failure to observe them on the part of USER or USER'S designees shall constitute a default under this Agreement.

 - a. **NO SMOKING:** This is a no-smoking facility and violation of this provision may result in termination of the agreement.
 - b. **SAFETY EQUIPMENT:** When mounted on horse or horse driven carriage on the premises,

riders shall wear helmets which meet the current ASTM/SEI and/or equivalent European certification standard. When riding over cross-country obstacles, riders shall wear safety vests passing or surpassing the current ASTM/SEI certification standard. Inflatable vests are permitted only when worn over a body protecting vest. Heeled shoes and pants are strongly recommended.

- c. Children under 16 must be accompanied and supervised by an adult.
- d. 20 MPH is posted speed limit.
- e. Do not drive vehicles onto turf, courses and areas that are not roads or parking lot.

THIS AGREEMENT IS SUBJECT to the laws of the State of Texas.

OWNER AND USER AGREE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS, ARE AWARE THAT IT CONTAINS A RELEASE OF LIABILITY, THEY ARE SIGNING IT AS THEIR FREE ACT AND DEED WITHOUT ANY COERCION BY ANYONE, AND THEY AGREE TO BE FULLY BOUND BY ITS TERMS.

Executed this _____ day of _____, 20__.

"OWNER"

"USER"

By: Willow Draw, LP
Tre' Book and/or Janet Book
573 North Bend Road
Weatherford, Texas 76085
(817) 313-1515

By:

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.