

**CARSON PARK
OUTDOOR EVENT ARENA AGREEMENT**

Renter: _____ Date of Use: _____
Address: _____ Deposit Received: _____
_____ Deposit Returned: _____
Telephone: _____

WARNING PER KRS 247.401 – 247.4029

“Under Kentucky Law, a farm animal activity sponsor, farm animal professional or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.”

As consideration for the use of Carson Park Outdoor Event Arena facilities, the Renter must sign this Rental Agreement in the space provided below and adhere to all of its provisions. By signing this Agreement, the Renter agrees to comply with the following requirements and agrees to accept the consequences for failure to do so.

A. Rental Term. The rental term is a one (1) day rental - on the _____ day of _____, 20____.

B. Rental Amount.

Without Lighting	\$100.00 (Resident) \$150.00 (Non Resident)
With Lighting	\$200.00 (Resident) \$250.00 (Non Resident)
With Admission Fee	\$100.00 + 10% Admission Fee (Resident)
Without Lighting	\$150.00 + 10% Admission Fee (Non Resident)
With Admission Fee	\$200.00 + 10% Admission Fee (Resident)
With Lighting	\$250.00 + 10% Admission Fee (Non Resident)

C. Hours of Carson Park Facilities. Because Carson Park is located close to residential units, Renters are permitted to use the Outdoor Event Arena **between the hours of 8:00 a.m. to 10:00 p.m.** Renters may be ejected from the facility for use during prohibited hours. Overnight Camping is permitted pursuant to this Agreement.

D. Damage and Deposit. Regarding rental of the Outdoor Event Arena, there is a \$250.00 deposit required in addition to the rental fee, which shall be returned only if the County determines that all conditions of this Rental Agreement have been met. The Renter’s responsibility shall not be limited to the amount of the deposit. In the event of a

violation of this Rental Agreement, the deposit may be retained to recover the administrative cost of recovering damages from the Renter, which shall be in addition to the deposit amount.

E. Adult Status. Renters must be at least eighteen (18) years of age and all events must be supervised at all times by a responsible adult eighteen (18) years of age or older.

F. Personal Property. McCracken County shall not be responsible for any damage to personal property that is left on the premises. A parking area for livestock trailers will be provided; however renter agrees to indemnify and hold McCracken County harmless from any claims or damages arising out of leaving such personal property on the premises. In the event such personal property is missing or stolen, McCracken County shall not be held responsible for such items.

G. No Assignment or Subletting by Renter. Renter shall not assign his rights under the Rental Agreement or sublet all or any part of his rights without the prior written consent of McCracken County.

H. Liability Insurance Coverage. Renters of the Outdoor Event Arena must have liability insurance in the amount of not less than \$1,000,000.00 per occurrence for the event for which the Outdoor Event Arena is being rented. Renter shall provide a copy of their certificate of insurance to the County prior to execution of this Rental Agreement. The certificate must show coverage for comprehensive general liability insurance for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from the use of the facility. Said insurance shall provide for the amount not less than \$1,000,000 for bodily injury or death to any one person, \$1,000,000 for all bodily injuries and death resulting from any one accident and \$1,000,000 for property damage in any one accident. The policy may provide a combined single limit for bodily injury and property damage of \$1,000,000. McCracken County and the Carson Park Board must be included as additional insured.

Renter's Printed Name

Renter's Signature

Date

Phone Number