



Event Name & Number: _____

DAILY RIDING USE AGREEMENT
September 1, 2020 through August 31, 2021
1635 Reata Drive, Gillette, WY 82718

307-682-0552

This AGREEMENT is made September 1st, 2020, 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 or Barn 3** for general riding, or other authorized use for September 1, 2020 thru August 31, 2021.

USER agrees to pay an hourly rate as follows: **Barn 3 - \$24.00 per hour, East Pavilion - \$29.00 per hour**. Any additional charges will be billed as necessary. A finance charge of 1 1/2% 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 CAM-PLEX Policies must be followed:

- a. **Building will be unlocked at your start time.** Entering facilities early or vacating late may result in additional charges.
- b. **Non-Smoking Facilities** (including electronic cigarettes): USER agrees to assist in the enforcement.
- c. **Subleasing is not allowed.** The rider who has signed the CAM-PLEX Agreement **MUST BE PRESENT** and must be the person to call and book/cancel times. If this is not possible, CAM-PLEX office must be notified. Children under the age of 18 must be accompanied by an adult at all times.
- d. **DOGS, rollerblades, scooters and bicycles are not allowed** on CAM-PLEX grounds or in CAM-PLEX facilities without written approval of the CAM-PLEX Executive Director.
- e. **Farrriers/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) and must leave the facility in the same condition as when they arrived. If they use propane, a maximum of a ONE-pound tank is allowed due to the fire code.
- f. **Heel-o-matics, Dummy Roping w/4-wheelers, etc.:** Must be the last renter of the day and can be in any arena. Renters must inform us at booking time if using equipment, due to the compaction of the arena.
- g. **Arena works** are provided twice daily as determined by CAM-PLEX staff. Daily arena works will typically be done at 8 AM and 2 PM. **User understands CAM-PLEX will determine if other work(s) are needed and the time of the work(s).**

Cancellations: 24-hour advance cancellation notice is required. Voicemail and email are not accepted. CAM-PLEX office hours are Monday–Friday: 8 am–5 pm. If CAM-PLEX is able to rent out the cancelled time, the original renter will not be charged. Repeat Riders with a scheduled block of time agree to pay for all scheduled time whether used or not, unless we are able to re-rent the times. ONLY the person on the contract can schedule/cancel times, unless the contract signer informs us of authorizing another family member.

USER is solely responsible for the care and protection of the facilities and equipment rented from CAM-PLEX and shall abide by all rules, regulations, and policies of CAM-PLEX including the conditions which are a part of this Agreement. In addition, USER is responsible for damages and/or violations of rules, etc., by other persons using the facilities and equipment during the times of the USER's Agreement.

IN WITNESS WHEREOF the parties hereto have signed this agreement and thereby agree to all terms and conditions stated.

USER: _____ CAM-PLEX OPERATIONS MANAGER _____
(Please Print Name)

ADDRESS: _____ CITY _____ STATE _____ ZIP _____

CELL/OTHER PHONE: _____ HOME PHONE _____

EMAIL: _____

WILL USE FOR (circle all): Riding Barrels Poles Roping Other (ie. Heel-o-matics, dummy roping)

USER: _____ DATE SIGNED _____
(Please Sign Name)



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 manure in parking lots.** 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.
- 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, General Manager, 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.