



\*Gates are locked on NON facility rental days by 10 pm and reopen at approximately 5:30am. Please call Alex at 541-969-2029 for assistance if necessary.

WITNESSETH:

The Round-Up Association (dba Pendleton Round-Up), an Oregon not-for-profit corporation, and our holding company, Pendleton Round-Up Holdings, LLC (“OWNERS”) and the person listed above as the “RENTER” enter this Agreement as follows:

1. That for and in consideration of the covenants and agreements hereinafter set out, RENTER agrees to pay RENTAL FEE and REFUNDABLE DAMAGE DEPOSIT after OWNER’S inspection for the use of the facility indicated at the Pendleton Round-Up Grounds, 1205 SW Court Avenue, Pendleton, Oregon 97801 (PROPERTY).
2. **Applicable to Roy Raley Room Only** - OWNERS will set up chairs and tables prior to event with three days prior notice to Custodian (Alex) and will also take down chairs and tables after event. Should RENTER wish to take down tables and chairs during the rental period the chairs **may not be stacked against the walls of the property**. Arrangements must be made with Alex (rental facility custodian) to have chair and table carts available.

**Please call Alex at 541-969-2029 minimum 3 days prior to event regarding table and chair setup. Setup changes made after three days incur a \$25 per hour fee.**

3. **Applicable to Pavilion Only** - Rent and security deposit is due prior to use for ALL RENTERS (even non-profit). The deposit will only be refunded if the Pavilion and its surrounding areas are returned in the condition it was in when the RENTER took possession and all other conditions agreed upon. If renter charges attendee’s a fee and fails to inform the Association, Association reserves the right to keep \$250 deposit.

RENTER will provide proof of liability insurance insuring against bodily injury and property damage with a minimum limit of liability of \$1,000,000 per occurrence. The insurance will name OWNERS as additional insureds, with a ten (10) day notice of cancellation provided. Proof of insurance must be provided before rental keys will be given.

4. All doors must be locked and properly secured upon leaving the premises and the key deposited in the key drop outside of the Round-Up and Happy Canyon Gift Store, located at 1114 SW Court Ave. If any part of the items of this Section 3 are not done or any damages are attributed to RENTER’S activity on the PROPERTY, said damages will be detailed in writing, sent to RENTER, and RENTER agrees to pay in full the amount of damages within five (5) business days of receipt of notification from the OWNERS.
5. It is further agreed that when renting any facility at **standard, non-profit, or personal (Director) rates**, there will be no admission charge, classes/event charge and that the sale of food and/or drinks, including but not limited to, alcoholic beverages on the premises is strictly prohibited and is a violation of the Agreement. By law, alcohol may not be served to anyone under the age of 21. **Any violation of this Section 5 shall result in immediate termination of this Agreement and removal of the RENTER from the PROPERTY without refund either the cost or the fee.**
6. RENTER shall forever indemnify, reimburse, and hold the OWNERS harmless and, at the OWNERS’ election, defend the OWNERS for, from and against any and all claims, costs, expenses (including attorney fees), losses, damages, fines, charges, actions, or other liabilities of any description arising out of or in any way connected with RENTER’S possession or use of the PROPERTY, or RENTER’S conduct with respect to the PROPERTY, or any and all actions of third parties on or concerning the PROPERTY.
7. **IT IS FURTHER AGREED THAT THE RENTER ASSUMES ALL RISKS, KNOWN OR UNKNOWN, ACCEPTING THE PROPERTY AS IS AND WITH ALL FAULTS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES THAT ACCOMPANY THIS AGREEMENT, AND SPECIFICALLY NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION, THE RENTER IS RESPONSIBLE FOR ALL BREAKAGE, THEFT OR REMOVAL OF ARTICLES OR ARTIFACTS FROM THE PROPERTY WHILE THE PROPERTY IS IN HIS OR HER CARE.**
8. In the event either party shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably

incur in taking such action including, but not limited to, attorney fees, whether incurred in a suit or action or appeal from judgment or decree therein or in connection with any non-judicial action.

9. All cancellations of completed contracts must be requested by the RENTER in writing to the ASSOCIATION. If applicable, all cancellation fees will be deducted from the fees paid at the time the reservation was made. The subsequent refund schedule will be followed:
- ❖ 45 days or more notice of cancellation: 100% refund
  - ❖ 15 through 44 days' notice of cancellation: 50% refund
  - ❖ 0 through 14 days' notice of cancellation: 0% refund

IN WITNESS WHEREOF the parties have signed this Agreement as of the day and year first above written.

THE ROUND-UP ASSOCIATION

RENTER

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
\*Printed Name

\_\_\_\_\_  
\*Printed Name

***Always call for availability prior to completing forms!  
Mail completed forms & checks for deposit and rental to  
Pendleton Round-Up  
Attn: Facility Rental  
PO Box 609  
Pendleton, Oregon 97801***



## ADDENDUM TO RENTING THE PAVILION

Name of Event: \_\_\_\_\_

Responsible Party On-Site:

Name \_\_\_\_\_ Cell \_\_\_\_\_

Are you charging attendee's for this event? \_\_\_\_\_ Yes \_\_\_\_\_ No *\*attach flyer*

Will you be using Stalls or Pens adjacent to the Pavilion or behind Grandstands? \_\_\_\_\_ Yes \_\_\_\_\_ No

Are you renting out the Stalls or Pens? \_\_\_\_\_ Yes\* \_\_\_\_\_ No \*\$\_\_\_\_\_ per stall if renting

Will there be on-site Concessions? \_\_\_\_\_ Yes \_\_\_\_\_ No

All renters, whether standard rental, Director and/or Spouse, Non-Profits, Not-for-Profits, 4-H, Educational, FFA, BMCC, etc. shall:

1. Provide proof of insurance prior to picking up keys. **Keys will not be given without proof of insurance!**
2. Provide \$250 security/cleaning deposit. Deposit will be returned if the following criteria are met:
  - a. Facility and surrounding parking area must be clear of all manure, shavings, trash, etc.
  - b. Stalls and pens are free and clear of all debris and manure.

In the event that said party is charging for an event and does not disclose this to the Round-Up Association the renter will be charged the daily rate of \$200, and/or the security deposit will not be returned. If the charge is not paid within 10 business days the renter will not be allowed to rent or use the facilities indefinitely.

\*Renter must sign below acknowledging acceptance of use.

Signature of Renter \_\_\_\_\_ Date \_\_\_\_\_