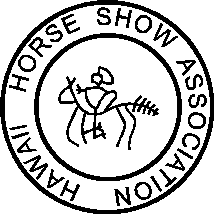
**HAWAII HORSE SHOW ASSOCIATION**

**Event Facility Agreement**

Facility Name:

Mailing Address:

Facility Address:

Date of event:

Authorized Facility Representative:

Phone #:

Name of Event: HHSA XXX Hunter Show

Description of Event: USHJA-affiliated hunter-jumper competition\_\_

Scheduled Event Start Time: 8:00am\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Scheduled Event End Time: 6:00pm\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized HHSA Representative:

Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Terms of Facility Agreement:

1. HHSA agrees to pay a two-day Facility Fee of $XXXX for the use of the facility for the purpose of the event listed above. Fee includes the additional $XXXX for an XXXXXXX.
2. The Facility agrees to provide access to at least one (1) ADA-compliant restroom, or equivalent facilitation, during the event (see above).
3. The Facility is to be open and accessible to the public not less than two (2) hours prior to the start of the event and not less than two (2) hours following the end of event. The event start-and-end times noted above are estimates only and are not intended to be binding upon HHSA.
4. All Vendors are required to adhere to the Facility’s rules and regulations. All agreements with any Vendor will be between the Facility and the Vendor.
5. The Facility agrees to provide the following at minimum:
   1. A fenced show ring with GRASS/TURF and an area of not less than 20,000 square feet;
   2. A delineated schooling area with sand footing and area of not less than 14,000 square feet;
   3. A delineated lunge area not less than 65’ in any horizontal dimension, with adequate footing, preferably sand;
   4. A raised judge’s stand with a seated view of the entire show ring, sun and rain protection, a writing surface at least 36” wide, and two (2) chairs;
   5. Adequate access and parking for not less than thirty (30) cars;
   6. Adequate access and parking for trailers, and a designated area remote from the show ring in which trailers may be loaded and unloaded;
   7. A designated area, not nearer than twenty (20) feet from any point of the show ring, in which spectator tents may be erected, with clearly readable posted signage setting forth the following:
      1. Tents may be erected or disassembled only before the start of the show, during the lunch break (if any) or after completion of the last class of the show; and
      2. Tents must be secured to the ground or otherwise restrained in manner to resist winds up to twenty-five (25) miles per hour;
   8. Watering and dragging of the show ring and the schooling ring, to be completed not more than twelve (12) hours and not less than one (1) hour prior to the scheduled start of the show;
   9. Safe and sound materials for the construction of competition obstacles (fences) for the show ring, to include:
      1. Not less than sixteen (16) wing or similar standards at least 24’ wide when viewed form the approach side\*;
      2. Not less than four (4) single standards\*;
      3. Note less than sixteen (16) 12’-long poles suitable for jumping\*;
      4. Note less than ten (10) poles suitable for use as ground lines\*;
      5. A supply of jump filler materials (such as coops, roll-tops, flower boxes, and similar materials suitable to the type of event to be conducted, as determined by the rules of the US Hunter Jumper Association [USHJA]) to enable construction of not less than eight (8) obstacles;
      6. An adequate number of jump cups conforming to the requirements of the USHJA to enable construction of not less than eight (8) obstacles including at least two (2) oxers;
      7. Extras of each of the preceding elements to serve as replacements in the event of breakage during the event.

*\*NOTE: If the Facility is unable to provide some or all of these required materials, the Facility may borrow materials from HHSA’s collection, provided the Facility must arrange for transportation to and from the Facility, with pick-up of the materials to occur not more than one week in advance of the show date, and return of the materials to occur not more than one week following the show date.*

* 1. Safe and sound materials for the construction of schooling obstacles (fences) for the schooling ring, to include:
     1. Not less than eight (8) single standards\*;
     2. Not less than seven (7) 12’-long poles suitable for jumping\*;
     3. Not less than three (3) poles suitable for use as ground lines\*;
     4. An adequate number of jump cups to enable construction of at least two (2) verticals and one (1) oxer;
     5. Extras of each of the preceding elements to serve as replacements in the event of breakage during the event.

*\*See note above.*

* 1. Not less than two (2) garden rakes for use in leveling portions of the show and schooling rings throughout the duration of the show.

1. The Facility agrees to provide one or more representatives authorized and responsible to monitor and enforce the Facility’s rules and the parking, trailer loading/unloading, and tent assembly/disassembly rules set forth herein; in adequate number to provide continuous presence in and around the show facilities for the entire period the facility is available to the public under this agreement. One or more person(s) shall be assigned to supervise the loading and unloading of all trailers, and shall assure that no loading or unloading activity occurs while a competitor is in the show ring. One or more person(s) shall be assigned to monitor the assembly and disassembly of tents and shall assure that no assembly or disassembly occurs while a competitor is in the show ring.
2. To promote the safety of all competitors, spectators, and other personnel on the Facility grounds during the period for which the Facility is open and accessible to the public, the Facility agrees to cooperate with HHSA to notify the owners or tenants of adjoining properties as well as the Facility’s other users who may not participate in the HHSA event, that the Facility will be used by HHSA on the show date to conduct an equestrian competition and to request their cooperation in refraining from activities that may adversely affect the safety of the participating competitors and their horses. This may include requesting that animals, including but not limited to farm stock and pets, not associated with the show activities be sequestered before and during the conduct of the show; and that other noisy activities, including but not limited to mowing and tree trimming, be scheduled to occur before or after conduct of the show.
3. The facility agrees to provide access at all times prior to, during and after the Event to the riders/competitors that are boarding in order to provide to provide care to their horse(s).
4. Liability and Indemnification.  FACILITY NAME/CONCESSION,  shall at all times with respect to the subject facility exercise due care for public and private safety and hereby agrees to indemnify, defend and hold harmless HHSA, and all of its subsidiaries, agents, officers, directors, and employees from and against any and all claims, suits, damages, or causes of action of any kind caused by the negligence of Horse FACILITY NAME/CONCESSION and its agents, employees, contractors and subcontractors arising outside of the exercise of the Event Facility Agreement including reasonable attorney’s fees.  Further, FACILITY NAME/CONCESSION,  agrees that HHSA shall not be liable, either at law or in equity, should any employee or agent or contractor of FACILITY NAME/CONCESSION,  or other individual or party suffer injury to their person or damage to their property outside of the terms of this Event Facility Agreement and due to the negligence of FACILITY NAME/CONCESSION,  or its agents, employees, contractors and subcontractors.  FACILITY NAME/CONCESSION,  shall name HHSA on the commercial general liability insurance during for the DATE and LOCATION of EVENT.
5. Liability and Indemnification.  HHSA shall at all times with respect to the subject facility exercise due care for public and private safety and hereby agrees to indemnify, defend and hold harmless FACILITY NAME/CONCESSION, and all of its subsidiaries, agents, officers, directors, and employees from and against any and all claims, suits, damages, or causes of action of any kind caused by HHSA and its agents, employees, contractors and subcontractors and/or arising out of the exercise of the Event Facility Agreement including reasonable attorney’s fees.  Further, HHSA agrees that FACILITY NAME/CONCESSION, shall not be liable, either at law or in equity, should any employee or agent or contractor of HHSA or other individual or party suffer injury to their person or damage to their property in the exercise of this Event Facility Agreement or its agents, employees, contractors and subcontractors.
6. Assumption of Risk.  HHSA assumes all liability and risk of loss, by theft or otherwise, for its own use of the subject property.  All property of HHSA kept or stored on the demised premises shall be so kept or stored at the risk of HHSA only and HHSA shall hold FACILITY NAME/CONCESSION, harmless from any claims arising out of damage to the same, including subrogation claims by HHSA insurance carriers.  Further, HHSA agrees that FACILITY NAME/CONCESSION, shall not be liable, either at law or in equity, should any employee, agent or contractor of HHSA, or other individual or party, suffer injury to their person or damage to their property in the exercise of this right of entry by HHSA or its contractors and subcontractors.
7. Insurance. HHSA shall carry at its own expense: (a) commercial general liability insurance (on an occurrence basis), including contingent liability, contractual liability, and products and completed operations liability, covering all activities conducted on the subject property.  The limits of liability shall be not less than $1,000,000 each occurrence and $2,000,000 in the aggregate for bodily injury, property damage, personal injury, and products & completed operations; and (b) commercial auto insurance covering liability arising out of any auto (including owned, hired and non-owned autos), with minimum combined single limit of $1,000,000 for bodily injury/property damage. All policies shall be written by companies authorized to do business in the State of Hawaii and with a minimum AM Best rating of A- VII.  FACILITY NAME/CONCESSION, shall be included as an additional insured under the commercial general liability policy.  All policies shall be primary and not excess or contributory to any similar coverage carried by FACILITY NAME/CONCESSION.  HHSA will, prior to the commencement of the period designated above, furnish certificates of insurance evidencing the above insurance coverage, and shall furnish prompt notice to FACILITY NAME/CONCESSION, of any material change in coverage.  The Grantee will cause each subcontractor to purchase and maintain insurance of the types specified above and with limits equal to those listed above, unless otherwise acceptable to FACILITY NAME/CONCESSION.  When requested by FACILITY NAME/CONCESSION, HHSA will furnish copies of certificates of insurance evidencing coverage for each subcontractor.
8. HHSA will provide the following items for the event on DATE if required;

·         Judge

·         Secretary

·         Steward

·         Announcer

·         Course

·         Numbers

·         Judge’s cards

·         Ribbons & Awards

·         PA system and Walkie Talkies

By signing this Facility Agreement you are agreeing to the terms and conditions stated above

Facility Manager Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HHSA Representative Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_