

### Mandan Horse & Saddle Club 2024 Application for Sublease · Dale Pahlke Arena Dakota Community Bank & Trust Rodeo Grounds Dacotah Centennial Park 2428 Longspur Trail, Mandan ND 58554



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Name of Requestor:	Organization:	
Mailing Address:	Email Address:	
Mailing Address:	Email Address.	
Contact Phone Number:	Date Application Submitted:	
Activity Data(a):	Hours of Use:	
Activity Date(s):		
Activity Description (include sanctioning entity, if applicable, events and any special needs):		
Which areas of facility are you interacted in using?		
Which areas of facility are you interested in using?		
Arena Pavilion Grandstands Crow's Nest Office Building Ticket Office		
Equipment Shed Everything		

### **REQUIREMENTS:**

- 1. Application Fee: \$50 application fee due with submittal (to be applied toward deposit sublease application is approved).
- 2. Arena Rent: Payment & Deposit are due at time of contract signing.

<ul> <li>\$300 Rent per day (plus \$500 deposit) for activities such as horseshows, timed event competitions, clinics, or horsemanship seminars (non-rough stock events) with a preference for registered Nonprofit Organizations <ul> <li>No paid spectator/gate admissions;</li> <li>Majority of contestants under age 18 years;</li> <li>Limited to 30 contestants or less; and</li> </ul> </li> </ul>	<ul> <li>\$500 Rent per day (plus \$500 deposit) for activities such as horseshows, timed event competitions, clinics, or horsemanship seminars (non-rough stock events)</li> <li>No paid spectator/gate admissions.</li> </ul>
<ul> <li>\$750 Rent per day (plus \$500 deposit) for activities such as horseshows, timed event competitions, clinics, rodeos or any event involving rough stock (bull riding, bareback riding, saddle bronc riding).</li> <li>Fewer than 1,000 paid spectators/day;</li> <li>Alcohol sales allowed with ticket surcharge and permit (see Sec. 13-14 below).</li> </ul>	<ul> <li>\$1,250 Rent per (plus \$500 deposit) for activities such as rodeos or any event involving rough stock (bull-riding, bareback riding, saddle bronc riding).</li> <li>Up to 4,000 paid spectator/day;</li> <li>Alcohol sales allowed with ticket surcharge and permit (see Sec. 13-14 below).</li> </ul>
<ul> <li>NOTES:</li> <li>a) Subleasing of the arena for any rodeo or rough s Horse and Saddle Club (MHSC) Board of Director</li> <li>b) The MHSC Board of Directors may consider co-s</li> </ul>	sanctioning events that benefit its members with

- detailed submissions at least 30 days in advance. If the MHSC Board of Directors approves the event to be co-sanctioned, we will not require rent payment or deposit.
- c) Discounts may be considered for multi-day events.

- **3.** Cancellation Fee: Events cancelled after contract signing and within 30 days from the activity date will be subject to a 50% deduction from the amount of the deposit. This does not apply to weather-related postponements.
- 4. Deposit: \$500 deposit & rent are due upon signing of sublease. The deposit is refundable in-full, provided there is no physical damage to equipment or buildings, all garbage and manure is cleaned up, and arena rental rules (see Appendix A) are abided by and all items on the facility use checklist (see Appendix B) are addressed.
  - A. Sublessee agrees to pay for any damages to the property or equipment exceeding the deposit.
  - B. All cleanup shall occur within 24 hours of the completion of the activity, or following final day of a multi-event activity. All livestock shall be removed from the facility within 12 hours of completion of the activity. An additional rental day will be charged if either of these requirements are not met.
    - i. Garbage cleanup includes around the arena and emptying the garbage cans and placing garbage bags in a designated area for pickup by Park District personnel.
    - ii. Manure clean-up includes all parking and warm-up areas. Manure will be placed in manure stations for removal by Park District personnel.
  - C. All permanent facility and arena signage shall remain visible. Seasonal signage and banners displayed by the Mandan Horse and Saddle Club shall remain unless otherwise agreed upon.
  - D. Sublessee is to abide by all facility use rules.
- 5. **Proof of Insurance:** A Certificate of Insurance must be provided at least 5 days in advance of scheduled activity to the Mandan Horse and Saddle Club President and to the Mandan Park District Office at the addresses below:

2024 MHSC President	
TBD	

Mandan Park District 2600 46<sup>th</sup> Ave SE Mandan, ND 58554

Sublessees are required to purchase spectator's liability insurance with a minimum of \$1 million coverage with the Mandan Horse and Saddle Club and the Mandan Park District as additional insured.

- 6. Sublease Includes: The arena, grounds, panels, chutes, parking area, crow's nest, ticketing/admission building, office building, access to equipment shed, pavilion, sound system, tractor, tillage equipment, and utilities. It does not include electric eye equipment, pen rentals or rental of camping spots with utility hook-ups. The MHSC will have two portable restrooms available between May 1 and Oct. 31. Sublessees may wish to rent additional portable restrooms depending on the size of an event.
- 7. Guidance on ground preparation. Sublessees shall use equipment provided by the MHSC or as otherwise approved by the president or arena directors/facility managers. Please leave MHSC staking for barrel racing and other patterns in place as best as possible.
- 8. **Pen Rentals.** Rental of pens shall remain under the operational control of the MHSC unless other arrangements are made. See <u>www.mandanhorseandsaddle.com/penrentals</u> for rates and procedures.
- Rental of camping spots with electric & water hook-ups. The Bismarck Mandan Stock Car Association's lease of the Dacotah Speedway gives it operational control. Reserve online at www.dacotahspeedway.net/fans/campground.aspx. Questions? Call Casey Martins, 701-202-8315.
- **10. Hold Harmless:** The Sublessee agrees to indemnify and hold the Mandan Horse and Saddle Club and the Mandan Park District harmless from and against any loss, cost, or expense, arising directly from activities or events held on the leased premises.

### 11. Sublessee Responsibilities:

- A. Sublessee shall not alter the leased premises and real property involved in this agreement.
- B. Sublessee agrees to leave the property in the same condition as it was prior to the event.
- C. Sublessee is responsible for digging the arena ground for its activity, including the provision of any equipment needed beyond that provided.
- D. If stakes are placed into the ground, they must be removed at the conclusion of the event.
- **12.** Arena Light Surcharge: Any event requiring use of the arena lights is subject to a \$100/day surcharge.
- **13. Ticket Surcharge**: The Mandan Park District has a \$.50 per ticket sold surcharge on all adult events where alcohol is sold. Payable to the Mandan Park District due at close of scheduled activity.
- **14. Concession and Alcohol Privileges:** Sublessors or their vendors are allowed to sell concessions provided any mobile food vendor has obtained a \$100 permit from the Mandan Park District office prior to the event. The Mandan Park District has an exclusive soft drink contract with Pepsi; product must be purchased from Pepsi representatives. Alcoholic beverages may only be sold at adult events; liquor caterers must have a City of Mandan liquor license and catering permit for the day of the event.

Dated this day of	2024.
Sublessee	Mandan Horse and Saddle Club
Ву:	Ву:
Title:	Title:

# Appendix A — Facility Use Rules

- 1. PARKING Contestant parking is north of arena. Do <u>not</u> park in spectator area southeast of arena or on off-site properties not under ownership of the Mandan Park District.
- 2. STAY OFF THE HEART RIVER DIKE and do not ride horses across the street.
- PENNING OF HORSES Not inside chain link fence; gates locked overnight. With the exception
  of the camping area, moderate-sized pens allowed in parking areas by trailers (not around trees).
  Clean-up required.
- 4. PENNING AROUND TREES & TYING HORSES TO TREES PROHIBITED Bark damage may expose trees to disease.
- 5. NO PETS are allowed loose in the City of Mandan. Dogs must be leashed or in your vehicles/trailers.
- 6. PICK UP ALL GARBAGE and trash on the grounds and place in totes or dumpsters. No trash in manure dumping areas.
- 7. REMOVE ALL GARBAGE from the rodeo office and crow's nest to totes or dumpsters.
- 8. NO CLEANING OUT OF TRAILERS in the parking areas.
- 9. ALL GATES in the arena and back pens need to be shut.
- 10. ALL WATER HYDRANTS and LIGHTS need to be shut off.
- 11. NO HORSES OR LIVESTOCK are to be left in the arena or holding pens.
- 12. GATES CLOSED & LOCKED OVERNIGHT to chain link fence and overall facility unless renter has on-site overnight security.

Appendix B — Facility Use Checklist

Adherence to the following checklist is required upon checkout after facility use and for return of deposit:

## Crow's Nest

- □ Turn off air conditioner or heating system.
- □ Turn off sound system (key in main unit).
- □ Close & lock all windows and doors.
- Empty garbage containers to outside totes; tidy up.
- Most office supplies & equipment are the property of the Mandan Horse & Saddle Club. Please put back or replenish supplies as needed.

# Office Building

- □ Turn off air conditioner or heating system.
- □ Close & lock all windows and doors.
- Empty garbage containers to outside totes; tidy up.
- □ Close & lock all windows and doors.
- □ Empty garbage containers to outside totes; tidy up.

## Equipment Shed

 Return all wheelbarrows, pitchforks and manure dumping signs to equipment shed (except 2 sets by the horse pens/bunkers).

## <u>Outside</u>

- Pull garbage bags from totes; pile by center gate of chain link fence for collection by Park District (larger events will have a dumpster).
- Be sure manure is cleaned up and deposited in bunkers or temporary dumping stations.
- Close & latch all gates on arena perimeter and livestock pens to avoid "hanging gates."
- □ Be sure final arena drag or grooming occurs to help "seal" for future events. No unpermitted riding between events.
- □ Close and lock all chain link gates on surrounding fence.

## **Overall/General**

Return keys.