



FOLEY HORSE ARENA RENTAL CONTRACT

113 E Rosetta Ave,
Foley, AL 36535
Phone: (251) 970-5020
Email: kellis@cityoffoley.org

The Foley Horse Arena is an outstanding facility and it is available for both state and regional events. It is located just off of Highway 59 on East Rosetta Avenue and the hours of operation is 6:00am – 9:00pm. The facility includes stalls, a seating area, a concession stand, announcer’s booth, and public restroom facilities. Extensive care is needed to the facility before and during an event therefore special considerations have been implemented.

Request for use of the Foley Horse Arena and payment must be made at least one week in advance. You can make reservations and payments at the Parks and Recreation Department located at 121 North Alston, Foley, Alabama 36535. If there is a need for parks personnel, the request must be made two weeks in advance for scheduling purposes. A valid driver’s license is required (will be copied) to rent the facility. Please contact Keisha Ellis at 251-970-5020 to reserve the arena or if you have any questions.

The City reserves the right to require the Applicant to provide a Certificate of Insurance listing the City, its officers, agents and employees as additional insured’s and reflecting such types and amounts of insurance coverage as deemed necessary by the City, at its sole discretion. The Applicant shall notify the City immediately of any policy cancellation or changes in coverage as reflected on the Certificate of Insurance.

Club/Applicant’s Name: _____

Address: _____

Cell phone number: _____ Email Address: _____

Driver’s license number: _____ Expiration date: _____
(Attach a copy of license to contract.)

Rental date: _____

Estimated rental time: from: _____ - _____

Estimated size of audience: _____

Is this a for profit event? Yes No

Will you be selling concessions and/or charging an entry fee? Yes No

Will you require assistance during the event - Yes No

Please give a brief description of your event including details of set up and activities:

RENTAL AGREEMENT

Terms of Agreement:

The term of this Rental shall commence on the _____ day of _____, 20____ and terminate on _____ day of _____, 20____ with the event date being the ____day of _____, 20_____.

Rent:

The Applicant hereby agrees to pay as and for rent for the use and occupancy of said premises, the sum of \$50.00 per day, payable in advance, by the ____day of _____, 20_____.

Stall Rental:

Stalls may be rented at the cost of \$10.00 per day. The Parks Department removes waste products from the stalls after every event. Straw and chips are changed four times per year. All stall rental fees is the property of the City of Foley.

Lights:

The light usage fee is \$10.00 per hour. The calculation of usage will start at the time you start your event until the end of the event. This is billed on the honor system and will be calculated based on the number of hours you estimate you will use the lights.

Please initial next to each to confirm you have read and agree to the following:

Key and Abandoned Property Deposit: _____

In addition to the specified rent, the Applicant is required to pay a key deposit of \$100.00 and an abandoned property deposit of \$25.00, both payable with the rental fee. We prefer the key and abandoned property deposits be made via check. The City of Foley shall refund the key deposit and abandoned property deposit following the end of this rental provided the keys are returned the first working day after the event and all personal property has been removed from the Horse Arena when the keys are returned. Any personal property left at the arena will be disposed of by the City and the abandoned property deposit will be forfeited.

Insurance: _____

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Use and Care of Premises: _____

The Applicant will use said premises in a careful and lawful manner, and will not carry on any activities on said premises contrary to law or to the ordinances of the City of Foley. The Applicant shall take good care of the premises and keep it in good repair, free from filth, overloading, danger of fire, explosions or any nuisance, and return the same to the City of Foley, at the end of this Rental Agreement, in as good condition as said premises are on the date of the execution of this Rental Agreement, usual wear and tear, and acts of God excepted. At the end of this Rental Agreement the Applicant will promptly remove its personal property and leave the space in broom-cleaned condition.

Alcohol Use on Premises: _____

No alcohol, Non-Prescriptive Drugs, or Firearms are permitted on City Property.

For Profit Events: _____

If your event will involve the sale of products or services the you must obtain a business license from the City of Foley. Each vendor participating in the event that will be selling goods or services will also need to have their own business license. The business license can be obtained from the City of Foley Revenue Department located at City Hall.

The person renting the facility or the event host will also be required to submit sales tax for all gross sales during the event, to the City of Foley, including the sales of entry tickets or collection of entry fees.

The ABC Board Approval will be needed for the sale of alcoholic beverages. The Foley City Council's approval will also be needed for the sale of alcoholic beverages. Before approval will be given you must obtain the ABC Board Approval and provide proof of that approval to the Council at the designated Council meeting. To obtain the Council's approval contact Katy Taylor at City Hall (251) 943-1545, to be added to the Council agenda. The Mayor and Council meet the 1st and 3rd Monday of every month.

Hours of Operation: _____

All events held on the premises shall end at or before 9:00 p.m. and the Applicant agrees that all persons shall promptly vacate the premises thereafter. All clean-up obligations described may commence at 6:00 a.m.

Alterations and Improvements: _____

The Applicant may, at its own expense, and exercising reasonable discretion and judgment, decorate the interior of said premises as it deems suitable for its occupancy, but it shall make no permanent changes or alterations in the walls or partitions in said arena.

Indemnity: _____

The Applicant shall indemnify and hold harmless the City of Foley from all liability by reason of any act of the Applicant, its agents, employees or guests, from any cause whatsoever, whether in equity or at law, during the term of this rental.

Assignment and Subletting: _____

The Applicant shall not assign this rental or any part thereof, or sublet any portion of the rented premises, without the City of Foley's prior written consent.

EMPLOYEE SIGNATURE

APPLICANT SIGNATURE

PRINT NAME

PRINT NAME

Position: -----

Date: -----

FOR OFFICE USE ONLY

FEE BREAKDOWN

Rental Fee at \$50/day: \$ _____
Light Usage Fee at \$10/hour: \$ _____
Stall Rental at \$10/day per stall: \$ _____
Key Deposit: \$ _____
Abandoned Property Deposit: \$ _____

Total Usage Fees \$ _____ Receipt _____

Key returned: _____ **Received by:** _____