

**FACILITIES USE AGREEMENT
(Washington)**

This Agreement ("Agreement") is made the date written below by and between _____, the owner and/or operator ("Operator") of _____, located at _____ ("Facility") and Oregon Dressage Society, Inc., an Oregon Non-profit Corporation (ODS) Corporation doing business in the State of Washington as ODS ("ODS").

Operator is (*check 1*) an individual a corporation a Limited Liability Company) and warrants and represents that it possesses sufficient rights and interests in the Facility to enter into this Agreement and grant this license herein.

ODS is an Equine Activity Sponsor as defined in RCW 4.24.530 providing and promoting equine shows, competitions, performances and clinics, involving any or all breeds of equines ("Event").

Operator agrees that the Facility shall be in good condition and suitable for purposes herein. ODS agrees to exercise due care to prevent damage to the Facility and will solely use it for the purposes described herein. ODS shall not be liable for damages caused by the condition of the facility and Operator agrees to fully indemnify and defend ODS for said losses. Operator may require that participants in the Event sign and execute a written release on Operator's form.

Purpose:

Dates of Use:

From _____ O'Clock PDT/PST, on _____ to
_____ O'Clock PDT/PST, on _____.

Facility Amenities Provided by Operator (check all applicable):

Arenas Number _____
Permanent or Temporary Stabling, number of stalls _____.
Shavings/Bedding, amount _____, cost per bag _____.
Manure Disposal

Charges for the Facility and Amenities shall include:

ODS is not responsible for charges for items not expressly included herein. In no event shall the sum total of the expenses or charges exceed \$ _____.

Operator requires a deposit of \$ _____. ODS may cancel the Event either for cause or convenience. In the event that cancellation occurs, Operator shall provide a full refund of the deposit, so long as the notice of the cancellation is greater than ___ days prior to the Date of Use. In the event that cancellation occurs within ___ days of the Date of Use, Operator may retain fifty percent (50%) of the deposit, without further recourse. Written notice of cancellation may be provided by email at _____, or by mail at the address of the Operator. No cancellation penalty shall apply in the event of a *force majeure*, including, but not limited to, acts of God, riots, flood, severe weather, federal, state or local restrictions imposed as the result of disease or danger and/or changes in the law of the jurisdiction of the situs that materially affect the ability of ODS to hold the Event.

Operator agrees to provide a complete accounting of the charges or expenses within 30 days of the completion of the event. ODS agrees to pay any sums due upon presentation of an invoice with supporting documents or receipts, within 30 days of such presentation by email to _____, or by US Mail sent to _____, so long as Operator has provided a fully executed IRS Form W-9 (Request for Taxpayer Identification Number and Certification), or unless other arrangements are made with ODS.

In event of disagreement between the parties of the appropriate sums due or other material terms of this Agreement, Operator and ODS agree to submit such controversy to binding arbitration in accordance with ORS 36.620. Choice of law shall be determined by the situs of the Event, including local laws and ordinances and applicable administrative rules, if any.

This Agreement contains the whole, complete and entire agreement between the parties. No promise, representation, statement or other document shall apply to the terms herein unless the parties expressly agree in writing executed by all pertinent signatories.

Liability:

ODS is an Equine Activity Sponsor as defined in RCW 4.24.530 and its liability is limited by Washington law. Operator understands that all equidae can behave in dangerous ways that may result in injury to participants in Equine Activities.

Electronic Signatures:

The parties agree that this agreement may be electronically signed. This document may be signed in one or more counterparts and each shall be deemed an original but all of which together shall constitute the whole document.

NOTICES MUST BE SENT TO THE FOLLOWING:

ODS

OPERATOR

By Email:

By Email:

By USPS:

By USPS:

DATED this _____ day of _____, 202_.

<p>OREGON DRESSAGE SOCIETY, INC.</p> <p>By: _____ (signature)</p> <p>Its: _____ (title)</p>	<p>OPERATOR</p> <p>Name: _____</p> <p>By: _____ (signature)</p> <p>Its: _____ (title)</p>
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Facilities Use Agreement
Instructions for completing Agreement

The ODS Facilities Use License Agreement is intended for use with facilities who do not typically have their own form of contract agreement. Larger Facilities typically have their own contract forms. Never the less, this agreement provides some guidance to agreements.

Purpose: This section provides a space to list all of the events for which the facility is to be used. For example, it may be a USEF/USDF Licensed show, a clinic, both a show and clinic, or a riding camp. All purposes should be listed.

The checkbox list of Amenities to be provided is in very broad terms. Detailed specifics of all amenities and costs should be provided in the blank spaces below. For example, If multiple arenas are to be provided the details should be described such as 1 competition arena and 1 warm-up arena. Specifics and costs for such amenities like Arena Grooming agreements, provision of office space, porta potties, rentals for equipment, tables and chairs, should be detailed. Any other miscellaneous details and costs should be specified.

The NOTICES section specifies the facility contact person and the ODS person responsible for administering the agreement. The ODS person is one who has the authority to enter into contracts on behalf of the Oregon Dressage Society, Inc. Typically for Chapters it will be an Officer of the Chapter or an Event Manager for whom the Chapter has officially delegated responsibility. In either case, of authority to enter into contracts must be documented in Chapter records.

The line below the signature block labeled "its" means the title of the person acting on behalf of ODS. Examples include President, xxx Chapter, Event Manager, etc.