HORSE PARK OF NEW JERSEY AT STONE TAVERN, INC.

626 Route 524 – Allentown, NJ 08501

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**2018-2019 Contract for Use of the Horse Park of New Jersey**

**for HORSE SHOWS ONLY**

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WHEREAS, the parties, HORSE PARK OF NEW JERSEY AT STONE TAVERN, INC. hereafter referred to as “HORSE PARK”, and HORSE SHOW [ ] (insert name) hereafter referred to as “MANAGEMENT” is desirous of entering into a contract for the use of the HORSE PARK premises.

In consideration of the payment of fees by MANAGEMENT, the parties agree to the following terms and conditions:

**I. REQUESTS FOR DATES & DEPOSITS**

1. Requests for date(s) must be in writing, accompanied by a $100.00 deposit.
2. If the requested date is unavailable, the deposit will be returned.
3. The deposit of $100.00 will be credited toward monies due for the first day of the show/event.
4. An additional deposit(s) of $150.00 per day is required to be paid to the HORSE PARK within 10 days of notification of approval of show date(s). This deposit will be credited toward show’s final bill. Failure to provide the additional deposit will negate the date request after 10 days, and the initial $100 deposit is not refundable, as it will be used to cover administrative costs.
5. Management may not add to its schedule any sanctioned or unsanctioned show or event that was not published in its original prize list without specific application for that activity being made to Horse Park at least 30 days in advance, and approval granted in writing.
6. If a show is cancelled by Management within sixty (60) days of approval, 50% of the total deposit will be returned. After the sixty days, no deposit will be refunded.
7. Approval or rejection of show dates is at the sole discretion of the Horse Park.

## II. FUTURE BOOKINGS

1. If Management wishes to request the same show date(s) for the following year, the request must be made to Horse Park within thirty (30) days of the present show, and accompanied by a $100.00 deposit. Horse Park Trustees will render a decision within sixty (60) days of the request.
2. Only shows that involve a national affiliation and approval dates may make a request more than 1 year in advance.
3. The Horse Park reserves the right to accept or reject future applications at its sole discretion.
4. Shows that receive approval of their date request must comply with the deposit requirements noted in Section 1, and are also governed by Section 1E and 1F.
5. Any show and/or management that owe money or otherwise have an outstanding bill with the Park will not be considered for any future show dates at the Park. This extends to any third party arrangement or other services as well.
6. If Management uses a check, credit card payment or other payment mechanism for a deposit or other payments to the Horse Park, and that payment is non-negotiable (e.g check returned, credit card declined) the following conditions will apply to subsequent payments:
   1. Any future payment must by certified check or cash; and
   2. Management must pay any charges associated with the non-negotiable payment, such as a charge for a returned check; and
   3. There will be an additional $100 administrative fee for any returned check or declined payment. This includes checks that are not properly endorsed or payments otherwise found to be non-negotiable.

## IV. INSURANCE

1. It is the responsibility of Management to purchase and provide proof the required insurance for the show/themselves as Management, as **outlined below in Section V**.
2. If Management allows for any vendors (food, merchandise or other product or service) to operate at the show, these **vendors/service providers are also required to have insurance as outlined below in Section V.**
3. In addition to Management’s responsibility to provide proof of product liability insurance for all food vendors to be permitted on premises during the show**, if Management allows volunteers to provide food for sale, management must provide proof of product liability insurance for such vendors/volunteers.**
4. It is the responsibility of Management to provide the required and valid Certificates of Insurance for themselves and any vendors/service providers to the Horse Park at least 30 days prior to the show.
5. It is the responsibility of the show management to confirm the receipt of all insurance certificates by the Horse Park at or before the 30-day period. (This includes show management, food vendors, outside vendor, service providers, etc.). Failure to provide the required certificate(s) by the 30 day mark, will result in an administrative charge of $75.00 for the first week. The amount will increase by $75 for each week leading up to the show when insurance certificates are still outstanding.
6. The certificate(s) of insurance can either be a hard copy delivered by hand/mail or a legible, emailed document provided that can be opened by the Horse Park. The mailing address is:

**Horse Park of New Jersey at Stone Tavern**

**626 Route 524**

**Allentown, New Jersey 08501**

**Phone 609-259-0170 Fax 609-259-0174**

1. This is the same name/address to be used in naming the Horse Park as co-insured on the Certificate(s), unless otherwise noted.
2. In the event that a Certificate is not produced by the required time frame, or if the document is not valid (e.g., does not list the Horse Park as co-insured, does not cover the dates of the show for which it is being submitted), it is Management’s responsibility to obtain the required valid form.
3. Failure to provide the required, valid certificate(s) of insurance for the show/management one (1) week prior to the show date will mean that the Horse Park may cancel the show and the premises will need to be vacated. Likewise, no vendors or service providers will be able to be on the grounds. Cancellation will occur without any liability or penalty on the Horse Park’s part.
4. Failure to provide the required, valid certificate(s) for vendors, service providers or other parties one (1) week prior to the show date means they cannot be on the Horse Park grounds nor allowed to operate until such time that a valid insurance certificate(s) is accepted by the Horse Park. Prohibition of vendors/service providers/machinery operators or other 3rd party occurs without any liability or penalty on the Horse Park’s part.

**V. INSURANCE POLICY REQUIREMENTS**

1. Certificates of Insurance for the show/management, vendors, service providers and others (including any 3rd party operating equipment on the Park property) shall be provided to the Horse Park by Management and must show evidence of the following:
2. A policy in force for the insured show/management for General Liability coverage for bodily injury and property damage with a minimum of one million dollars ($1,000,000) combined single limit for each occurrence. If the show/management is covered by a Master policy, Management must obtain a statement from the Master policy underwriter to verify that the One Million Dollars of coverage is available. Otherwise, Management must purchase a separate insurance policy and provide proof of same to Horse Park.
3. **A one million dollar ($1,000,000) limit for Products**
4. A minimum of fifty thousand ($50,000) fire damage
5. Five thousand dollars ($5,000) Medical Expense (any one person)
6. The certificate must have the name of the show, and the dates of the show.
7. The effective dates for the coverage period must include set up and take down days, as well as actual show dates.
8. The language on the Certificate must state “Liability coverage for participants is not excluded”.
9. Describe business/operations occurring at the show, including products Management may be responsible for, such as allowing volunteer or fund-raising sales
10. Evidence of auto/vehicle liability insurance coverage for any vehicles on Park property
11. If there are any employees, evidence of worker’s compensation coverage and employer liability policy in effect on the show dates
12. If there are any employees, evidence of worker’s compensation coverage and employer liability policy in effect on the show dates
13. Each Certificate of Insurance must name show management and the Horse Park of NJ at Stone Tavern as an additional insured on the policy as well as a certificate holder, and this needs to be so indicated on the certificate.
14. Provide at least ten (10) days written notice to the Certificate Holder of cancellation of the policy to the mailing address of the Horse Park , 626 Route 524, Allentown, NJ 08501
15. REMINDER: The Horse Park of New Jersey at Stone Tavern, Inc. must be an additional insured on the policy as well as Certificate Holder and so indicated on the Certificate.

**NOTICE: By enacting this contract, the parties acknowledge that proof of adequate insurance shall be an absolute condition precedent to the use of the Horse Park by Management. The Horse Park insurance carrier may request further insurance information and verification in order to clarify the nature and extent of coverage obtained by Management.**

**It is the responsibility of show management to obtain and provide the Horse Park with all necessary proofs of insurance for management, vendors, service providers and others operating at the Park in conjunction with Management’s show. Management must provide this to the Horse Park 30 days prior to the show or penalties apply as described in Section IV. No activities of any kind will be permitted on Horse Park premises unless Management has provided proper and adequate insurance for all applicable parties.**

**VI. OTHER MANAGEMENT, VENDOR/SERVICE PROVIDER REQUIREMENTS & NOTIFICATIONS**

1. Food Vendors:
   1. All food vendors must comply with all NJ State and Local (Upper Freehold Township, Monmouth County) requirements, including but not limited to food preparation, storage, and health inspections
   2. All food vendors must contact the NJ Division of Fire Safety at 609-633-6132 and schedule a fire inspection before they begin the preparation of food for any show. The Vendor is responsible for the cost of the fire inspection.
   3. Food vendors must display a copy of the fire inspection certificate. If for some reason a fire inspection is not required (e.g., a cold drink vendor with no cooking facilities), Management must provide assurance and notice to the Horse Park of this situation.
2. All Vendors of any nature, Service Providers, Management and anyone operating at the Park:
3. The show or its vendors may sell no products or merchandise with the logo or name of the Horse Park of New Jersey without prior written consent.
4. Anyone operating on the Horse Park grounds must comply with all state and local regulations.
5. Hold Harmless and Indemnification: By entering into this contract, Management and its vendors/service providers and anyone else operating on the Park property agree to indemnify Horse Park, its Trustees and staff and volunteers, and the State of New Jersey, and hold them harmless for any and all claims, loss, liability, damages, or expense incurred or monies which they may become obligated to pay resulting from injury to any person or damage to property which may occur while Management is using the premises of the Horse Park.
6. The agreement to indemnify and hold the Horse Park, its Trustees and staff and volunteers, and the State of New Jersey harmless shall be in addition to the requirements for insurance coverage set forth in the paragraphs above.

# VII. ARRIVAL AND DEPARTURE

1. If Management has exhibitors arriving before noon on the day preceding the show/event date, an additional One Hundred Fifty ($150.00) dollar per day charge will be added to Management’s bill. This is subject to prior authorization by the Park and must comport with the dates that Management has provided insurance coverage for.
2. If a show has exhibitors requiring stalls that wish to **arrive early** (before 11:00 a.m. of the day before the show date), the Horse Park will do its best to accommodate this need but cannot guarantee availability of specific stalls. The HORSE PARK MUST BE ADVISED OF THIS TWO DAYS IN ADVANCE OF THEIR ARRIVAL. If stalls are available, the charge will be $25.00 per horse per day, charged to show management. Charges for tack and grooming stalls begin on the first show day.
3. Show management must furnish stall charts with preorder shavings seven (7) days prior to event. If the HP does not receive the stall charts and competitors arrive without receiving their shavings, show management is responsible to see that they get settled with the assistance of the Horse Park.
4. Stall will be counted by 11am on each show day. During the show, tack and grooming stalls are charged at the same price as horse stalls. Show management will be billed accordingly.
5. An authorized adult representative of Management must be on the grounds to locate exhibitor’s stalls, enforce proper parking rules, etc. The Horse Park must be informed in writing of the person’s name and provided with their cell and email address. Management is solely responsible for security ***from the arrival of the first horse to the departure of the last horse.***
6. Management shall ensure that all horses, exhibitors and spectators have left the premises of HORSE PARK not more than three (3) hours after the conclusion of the show/event. If horses are left on premises of Horse Park, Management shall provide to the Park the name of an adult who will be on the premises at all times until said horses are removed from the premise. Failure to comply with this may result in a charge of $250 per 24-hour period, in addition to stall, bedding and any other costs specified by the Park.
7. If the Horse Park needs to begin cleaning of stalls immediately, it may be necessary to move horses to another barn. Management will be advised of this situation and must cooperate in getting horses moved. The Park assumes no responsibility, liability or cost associated with this.
8. Persons directly employed by Management may remain on the Park grounds as long as reasonably necessary to conclude clean up including but not limited to the removal of jumps and dressage arenas and administrative duties, but not more than six (6) hours after the conclusion of the show/event unless prior arrangements are made with the Horse Park.
9. At the sole discretion of the Horse Park, a show may be given up to (36) thirty six hours for complete cleanup and removal of jumps, etc. as long as there is not another event arriving that Monday or Tuesday. If not completed within the established time, the event will be charged to have the jumps removed and for any other clean up costs. Management will also incur an additional administrative charge of $100.

# VIII. SECURITY AND FIRE WATCH

1. Management agrees that one or more responsible adults or security personnel shall be present from the time of arrival of the first horse on the grounds of HORSE PARK until such time as all horses have left the grounds at the conclusion of the show/event.
2. The name, cell phone and email address of each security person or responsible adult and/or the name of each security agency which shall be employed by Management must be furnished to HORSE PARK in writing not less than seven (7) days before the show/event begins. Changes in names, phone and/or email must be made known to Horse Park Manager in writing as soon as Management becomes aware of same.
3. The Horse Park is not responsible for any lost or stolen items left in stalls or vehicles, or anywhere on the Park property. It is the responsibility of the show management to inform all competitors of the importance of securing all items.

IX. MAINTENANCE – Including Arena Footing

PLEASE NOTE: The Horse Park is utilized by various equestrian disciplines, and we have learned that they may differ in their arena footing preferences. Prior to the beginning of each show Management is strongly encouraged to consult with the Park’s manager or designee to review footing preferences and maintenance, and how the arenas will be utilized for the show. This will assist the Park in grooming the individual rings based on Management’s preferences, weather conditions and other variables. If Management does not consult with the Park’s ground person, the Park will groom the rings in a manner that they deem best.

In addition, please note that course walks are not permitted when the arena is being groomed. It is required that all riders, trainers, drivers, jump crews, etc. vacate the rings when watering, conditioning or other arena maintenance occurs. It is the responsibility of Management to ensure this is adhered to. Management must also allow adequate time in the show schedule for proper ring maintenance.

1. The Horse Park Manager and maintenance men have regular duties to perform before, during and after each show. They are unable assist Management in running its show and nothing in this contract requires them to do so.
2. Special arrangements can be made in writing for mowing, movement of dressage rings from the storage area to ringside, etc. at a cost of $50.00 per hour for tractor/truck and operator. The cost of an additional Horse Park employee is $35.00 per hour. The decision on how many staff are involved is the responsibility of the Horse Park. The charge for special arrangements or other assistance will incur an initial minimum charge of one (1) hour per employee, or $50 for tractor/truck with operator.
3. No class/event may be scheduled to begin before 8:00 a.m. Schooling over fences may not be scheduled before 7:00 a.m. and requires the presence of an EMT. If an earlier start of show is necessary, Management must notify HORSE PARK two (2) weeks in advance and negotiate charges for the early watering and conditioning this will require.
4. The Horse Park will have a grounds person on duty daily one (1) hour before the show day begins and a half (½) hour after the show day ends.
5. If the show needs ground preparation for the next day beyond the half hour after the end of the event, (e.g., watering and dragging) there will be a fee of $35.00 per hour per employee.
6. The Horse Park will both water and condition the rings again if the footing becomes hard or dusty. Please include in the show schedule time for ring maintenance periodically during the day.
7. Horse Park staff maintains the restrooms. Management is responsible to assist with the restrooms if the park staff is needed elsewhere for other show needs. If the Horse Park finds the restrooms are abused, management will be charged for any damage or additional cleaning services.
8. Any areas of the Park needing maintenance should be brought to the immediate attention of the Horse Park staff on grounds as soon as possible so that the issue can be addressed.

# X. VEHICLES & PARKING RULES

1. All vehicles, trailers, vans, and RV’s must be parked in designated areas. It is the responsibility of Management to ensure that vehicles are parked in such areas.
2. Vehicles not in compliance with parking rules will be towed away at the owner’s expense.
3. Management must assist Horse Park personnel in securing compliance with vehicle and parking requirements in every possible way. Specifically:
4. In camper areas, all vehicles must be parked in designated areas.
5. No horse trailers may be parked in camper areas unless used only for living purposes; no horses or carriages in camper areas.
6. Fees must be paid for all campers in areas even if they are self-contained.
7. **Fire Marshals require that no vehicle may be parked within (50) feet of any building, pavilion, or tent, or in roadways surrounding such, in order for emergency vehicles to have access at all times.**
8. No vehicles are permitted on the roadway to the ponds.
9. No trailers shall un-hook or park on the black top roadway or parking lot.
10. Roller skates, skateboards, and roller blades are not permitted at HORSE PARK.

8. Bicycles, mopeds, ATV’s scooters and golf carts may not be operated around the show office, pavilion, vendor area, stall aisles or paddock area except by disabled persons, Horse Park employees or show officials.

9. No unlicensed person may operate a motor vehicle anywhere on Horse Park grounds

10. Horses being shown out of a trailer may do so only in areas designated by the Horse Park

D. Management shall take all steps that are reasonably necessary to enforce these regulations.

**XI. HEALTH AND SAFETY RULES**

1. The Horse Park, in cooperation with Management, may remove dangerous, disruptive or unlawful persons from Horse Park property. Any costs or damages associated with this will be the obligation of Management.
2. All animals must be leashed and under control at all times. Unleashed animals will be subject to capture and/or fine and removal from show grounds by Upper Freehold Township Animal Control Officer. A seventy-five dollar ($75.00) fine may be imposed by the Park on the owner of an unleashed animal.
3. No animals, even when leashed and owned by Management personnel are allowed in the office building, mobile show office, pavilion, or vendor area unless it is a service animal.
4. Management may forbid the presence of any dogs, except service animals at its shows. This notice must appear in the prize list and must be posted by Management at the entrance of Horse Park.
5. If unsafe conditions occur, (i.e., lightning, heavy rain, ice, heavy wind) the Horse Park, in conjunction with event management, has the right to cancel the show. The Horse Park will have the final decision and assumes no liability, responsibility, or costs associated with this matter.
6. No smoking in offices, stable pavilions, spectator pavilion, equine building or indoor arena.
7. Riding and driving of horse-drawn vehicles is restricted to the designated competition and exercise areas only.
8. Swimming by humans and/or horses in ponds is prohibited.
9. All horses entering Horse Park (even those not competing) must have a current negative Coggin’s test. They must also comply with any other health requirements of their national organization or established by the Park in the event of an outbreak of an equine disease. Non-compete horses also need to be registered with the show office and wear a horse number if required.
10. Each horse stabled or trailered from outside of New Jersey must have a Certificate of Veterinary Inspection (CVI) signed by a licensed Veterinarian within (30) days of the date of the show.
11. The Horse Park and/or the State of New Jersey reserves the right to require immediate removal to an isolated location, at the owner’s expense, if a horse is deemed by a licensed veterinarian to have, or be a carrier of an infectious disease. The Horse Park/State of New Jersey will make every effort to cooperate in aiding in removal of such animals. This rule is written to insure the maximum level of protection for all horses from infectious and contagious diseases. Horse Park/State of New Jersey may require cleaning and disinfecting of any trucks and vans that have been associated with the movement of animals that have been deemed to be diseased, contagious or infectious. The Horse Park assumes no liability or responsibility for costs associated with any of these actions.
12. Hypodermic syringes and needles are to be disposed of in the approved medical waste containers provided.
13. In accordance with State Regulations, no open fires are ever permitted on any part of Horse Park property. Barbeque grills may be used in the camper area only. THIS RULE IS STRICTLY ENFORCED.
14. Tents or camping in tents is permitted on Horse Park grounds only in specified areas and at your own risk. Tent campers must sign a release of liability. This is the responsibility of show management.
15. Stalls containing horses must have bedding.
16. One (1) horse to a stall (exception - mare & foal)
17. Coffee pots (other than those associated with food vendors or contained within a camper in the camper hook-up area) and electric heaters are prohibited on Park grounds.

**XII. EMERGENCY MEDICAL TECHNICANS (EMTs)**

A. The Horse Park currently provides EMTs for shows as specified elsewhere in this contract.

B. Safety is paramount and Management is expected to fully cooperate with Park staff and EMTs and other responders should a situation arise.

C. Management is responsible for insuring that EMT coverage meets any stipulations by a governing association such as the USEF, USEA, etc.

D. It is Management’s responsibility to take any additional steps required by their governing associations.

**XIII. GENERAL RULES**

1. The Horse Park of New Jersey supports the Humane Treatment of Livestock Rule. This rule sets the standards for feeding, watering, keeping, marketing and sale, and care and treatment of cattle, horses, poultry, rabbits, small ruminants and swine. The Humane Treatment rule also provides guidelines for the investigation of alleged violations and for the enforcement of humane standards.  More information is available at :

<http://www.state.nj.us/agriculture/conventions/2005/humanetreatres.html>

1. Only manure and bedding is to be placed in manure bins.
2. **Stall assignment/identification and information cards must be removable in nature, and secured so as not to cause damage to stall panels. Staples, screws, etc. may not be used. If any labels are used, they must be non-sticky and able to be removed without residue – we suggest Avery Self Adhesive Removable Labels 0.5x1.5 inches. Please note that a $50 fee per barn will be assessed for failure to comply.**
3. Management is responsible for removal of all materials in stabling at the completion of the show. Failure to comply with this will result in fees as stated elsewhere in this contract.
4. All flyers, sales ads or similar items must be posted on the designated notice board near the show office. No flyers or other signage are to be posted on fence rails or posts, buildings, stall panels, show office, trees, etc. Management shall take all steps that are reasonably necessary to enforce this rule.
5. Management is responsible for the removal of all items on the notice board at the completion of the show or fees will be assessed.
6. Blue recycling containers must be used for plastic, cans, and glass bottles.
7. Horses are not permitted on the grassy area north of the east and west show rings. This area is reserved for spectators only.

I. USEA Competitions require a current and up-to-date armband. Shows shall comply with these rules – including any updates to them.

1. Riders are reminded that the Horse Park is part of the Assunpink Wildlife Management Area and all Wildlife Management Area regulations will apply. Hunting is not allowed within the safety zone established on HORSE PARK property. A permit is required for riding in the Assunpink. Regulations are posted in the lobby of the Secretary’s building. Forms for permits are available only on the DEP website at [www.stateofnewjersey/dep](http://www.stateofnewjersey/dep).
2. It is the sole responsibility of the show management to be sure all information regarding exhibitors/entries is complete, correct, and current. This is not the responsibility of the Horse Park of NJ.
3. The Horse Park has a list of Park Sponsors who are entitled to free display/vendor space for all shows/events held at the park. The Horse Park will provide Management with a list of sponsors requiring space in the pavilion, or elsewhere on the grounds, thirty (30) days prior to the show. Horse Park sponsor certificates of insurance will already be on file with the Horse Park. In the event a show has a sponsor that is exclusive to that show, any Horse Park sponsor\vendor carrying similar merchandise will not be able to set up at that particular show provided the Horse Park is notified of this 30 days in advance of the show.
4. The Show and any vendors are responsible for obtaining a New Jersey Permit of Business License, or other permit/license, if required by law, and paying any and all fees associated with such permit or license.
5. The show/management and vendors are responsible for Collecting and paying all New Jersey State Sales Tax required by law.

**XIV. IMPORTANT MANAGEMENT NOTIFICATIONS**

1. The Horse Park of NJ retains the right to authorize areas of the Park not covered under this contract to be used by 3rd parties under a separate contractual agreement. For instance, Management may contract for the indoor arena, and the Park may contract with separate Management for an additional show in the outdoor arenas.
2. Management must use the names of the arenas designated by the Horse Park under all circumstances for EMT/safety reasons, maintenance and compliance with HPNJ Sponsorship agreements. The arenas are named as follows:

* East Ring (arena in front of grandstand), also known as the Lazelle Knocke Ring
* West Ring (arena to the west of the office)
* Grand Prix Ring (large arena to the east of the grandstand & East Ring)
* Indoor Arena
* Small Dressage Arena (behind Barn C)
* Schooling Ring (arena located between the East Ring & Indoor Arena

1. The use of the Combined Training and Combined Driving course **is not** included in the facility base rental fee, and shall not be used unless the event is approved, sanctioned, and conducted according to USA Equestrian, the United States Eventing Association, United States Pony Club, and/or the American Driving Society rules - unless a waiver is granted. Any damage to the course will be repaired by the Park and billed to show management. See fee schedule for more details.
2. Management renting a minimum of (150) stalls will not be charged for the use of one additional arena
3. NJ Equine Advisory Board member shows receive the following stall credits deducted from the total bill for one show per year:
   1. One day show - $100 stall credit with a minimum of ten (10) stalls rented
   2. Two or more day show - $300 stall credit with a minimum of thirty (30) stalls rented
4. The Horse Park requires a minimum of 24 hours written notice of any show ring changes to be made.
5. Required mowing of the event course or carriage field requires 15 days minimum notice in writing to the Park.
6. Shows that exceed the base time allowance will incur additional charges as stated in the fee schedule. And, if an EMT is required the show must have one available and pay any additional charges associated with the EMT presence.
7. Please note the Porta-John information listed in the fee schedule

**XV. HORSE PARK OF NEW JERSEY 2018 – 2019 HORSE SHOW FEE SCHEDULE**

**For shows occurring between 1/1/18 and 12/31/2019**

**ALL SECTIONS OF THE FEE SCHEDULE BELOW WILL APPLY TO THE CONTRACT BETWEEN SHOW**

**MANAGEMENT AND THE HORSE PARK. THIS INCLUDES POSSIBLE ADDITIONAL COSTS BASED ON THE REQUIREMENTS OF THE SHOW ONCE OPERTIONAL.**

**Any section that is not applicable at the time the contract is executed should be crossed out and signed by both Management and the Horse Park representative**.

**Please note the damage/repair cost section at the end of the fee schedule.**

Note: Any show wishing to enter into a multi-year contract should submit a request to the Horse Park Contract Committee. At the Park’s discretion, a multi-year discount may be considered

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| **Item** | **Description** | **Fee** |
| **HORSE PARK**  **Initial Base Amenities**  For a consecutive ten (10) hour show day (eg, a show that runs from 8am to 6pm) | Includes: two show rings, schooling ring, indoor arena, bathroom w/showers, cleaning of rest rooms and showers*,* secretary office, trophy room, judge room, announcers booth, sound system, arena lighting, parking lot, one Grounds Person available (1) hr. before the show/event begins through to (1/2) hr. after show/event ends, daily garbage removal, manure removal as needed, conditioning and watering of show rings before each show. One EMT per 10 hour day.  A Horse Park “Show” day is 10 consecutive hours. (This is the time from the first class starts until the last class ends) Any show over 10 consecutive hours will be charged an additional $150.00 per hour. In the event that a second EMT is needed or requested, a $25.00/ hour fee will be added for that EMT.  Maintenance Requests for one hour after the show until 6:00 am the following morning will be a charge of $85.00 per hour. This includes water trucks and drags  ***Fees to be paid in full by the end of show* *with exception of any damage fees. (See damage fee chart for specifications)***  **In the event the park is being shared by two organizations/associations who contract with the Park at the same time, to include rings, indoor arena, barns, and/or show office, the base fee for the park will be $750 per day per organization/association. If sharing is going to occur it is the responsibility of the show managers to make these arrangements, including which show will be designated the primary show. Each show will be billed separately according to their use of the Park.**  Please see porta-john information listed below. | $1,375.00 for up to 10 consecutive hours  Please note overtime and EMT rates  Please note late hour maintenance rates.  See Repairs and Damage Section Below  Special circumstance rate.  Please note. |
| **Small Horse Show** | This is limited to the use of one show arena and one warm up arena. This includes the use of the show office, sound system, rest rooms, and one EMT. This price is for eight (8) consecutive hours only. Anything over eight (8) hours incurs an additional cost of $50 per hour, and this increases to $150 at the 10th hour. Additional EMT charges will apply, and the show may only continue if a required EMT is available. | $975.00 for up to 8 consecutive hours |
| **Winter Shows** | Use of the indoor arena only  This includes one Horse Park employee and one EMT for an eight (8) hour day. If over 8 hours, the clinic will be charged $50 an hour for up to 10 hours, and beginning with the 10th hour the rate increases to $150 per hour. Additional EMT charges will apply, and the show may only continue if a required EMT is available.  Please see porta-john information listed below. | $850.00 for up to 8 hours  Please note. |
| **Clinic** | Use of indoor arena only – From December 1 – April 1 - This includes one Horse Park employee and one EMT for an eight (8) hour day. Anything over eight (8) hours will be at the rate of $50.00 per hour; after 10 hours it is $150.  Use of one outdoor arena only (no warm up) during warm weather. This includes one Horse Park employee and one EMT for an eight (8) hour day. Anything over eight (8) hours will be at the rate of $50.00 per hour; after 10 hours it is $150.  Please see porta-john information listed below. | $850.00 for up to 8 hours  $850 for up to 8 hours  Please note |
| **Cross Country Course** | All organizations using the cross country course for schooling or competitions will be charged a $10 per horse fee towards the maintenance of the course.  There *may* be an *additional* base rate charge for the use of the cross country course. Arena rental and/or Management affiliation with HPNJ will be taken into consideration when assessing any base fee.  Mowing of lanes on the event course or carriage field for associations is an additional charge.  Any damages to the course or its obstacles will result in an additional charge based on damages, materials, and labor. Repairs can only be made by HPNJ.  Please see porta-john information listed below. | $10 per horse  To be determined  Please note. |
| **Porta Johns** | Porta-Johns – The Horse Park of NJ has (1) porta-john from April thru November that is cleaned every Thursday. Any additional cleaning and/or additional porta johns requested by management will be billed directly to the show and should be arranged before the event begins. | Fee schedule available from Horse Park Manager |
| **Stall Rental** | Stall rentals do not include any bedding. There are (276) 10’ X 10’ stalls under permanent roof. *(# stalls billed for based on all stalls used including tack & grooming stalls)*   * One Day Show * Two Day Show * Three Day Show * Subsequent Days at $10 per day * (As noted elsewhere, early arrivals incur a $25 per day stall rental fee)   There is a clean stall retainer of $25 due upon arrival. This should be a check made payable to the Horse Park of NJ. If the stall is stripped clean when the competitor leaves, the check is destroyed and thus there is no fee.  If a stall is not stripped, the Horse Park cashes the check to cover the stall cleaning.  Note: Stalls are counted by 11 a.m. each day of the show. For example, if an event moves in on Thursday afternoon for a show that commences on Friday, the first stall count will occur on Friday and be presented to Management at lunchtime. | $30.00  $40.00  $50.00  $10.00/stall/day |

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| --- | --- | --- |
| **Tent Stabling** | Arrangements for additional stalls and tents are responsibility of Management to secure. The Horse Park has 60 additional Horse Park stalls to be rented and request you use them before seeking an outside vendor. **A $15.00 stall clean-up fee** applies to rented tent stalls. Please contact the Horse Park Manager for more information.  In either situation, the Horse Park needs a minimum 30-day notice in advance of show if tent stabling is to be used. Management is to apply and pay for required permits with the State of NJ – Dept. of Community Affairs. | $15.00 per stall  THIS IS ONLY A CLEAN UP FEE FOR TENT STABLING  A Certificate of Insurance that lists the Horse Park of NJ as co-insured must accompany additional stalls/tent rentals. |
| **Bedding** | Shavings are to be sold through Management, but are delivered to stall/stable manager by the Horse Park.  Use of straw or hay as bedding will result in an extra clean-up charge to Management. | Show management must contact Horse Park for current bedding price.  $10/stall straw/hay clean-up fee per stall. |
| **Unstabled Horse Fee** | Assessed for all horses entered, but not stabled *(Computed by number of horses entered in show minus number of horse stalls sold)*  Shows with 150 unstabled horses or less  Shows with 151 – 300 unstabled horses  Shows with 301 or more unstabled horses | $15.00 per horse  $12.50 per horse  $10.00 per horse |
| **Camper Hook-Ups** | Includes water and electrical plug-ins, and use of central dumping station. All vehicles parked in camper spaces are required to pay for a camper space whether plugged into utilities or not.  Campers are not allowed to park in undesignated areas.  In the event a camper hookup is damaged by an attendee of the show, Management will be billed the cost of repair/replacement. | $40.00 per camper space per day |
| **Additional Arenas** | Any arena or exercise area beyond those included in “HORSE PARK Initial Base Amenities”. | $150.00 per ring per day |
| **Lights – lighting of outside show rings** | Included in “base fee”. | No Charge |
| **Show Office Telephone**  **609-259-1881** | Management will have use of the telephone for incoming & outgoing calls in the US. | No Charge for domestic calls. |
| **Copy Machine** | Rental of the copier. Furnish your own paper. | $35.00 per day |
| **Tables and Chairs** | Management is responsible for providing their own tables and chairs. We regret the Horse Park does not have any available. | Not available |
| **Mowing** | Mowing of lanes on the event course or carriage field for associations is an additional charge. A seven (7) day notice is required in writing. | $50.00 Per Hour |
| **General Labor** | Shows are responsible to set up and take down dressage rings as well as cleaning then and returning them to the trailer.  Dressage Rings can be rented by contacting Eastern States Dressage and Combined Training Association. Their Equipment Rental form can be found at: **www.esdcta.org/home/forms**  If Horse Park labor is required for setting up and taking down dressage rings, decorative displays, etc. this requires a minimum (7) days notice in writing to the Horse Park Manager.  This section also applies to Management requests to move the brown metal fence in Indoor Arena | $35.00 per hour/per employee  Minimum of 1 hour labor charge  Horse Park determines number of employees required. |
| **2-Way Radio Rental** | The Horse Park has a limited number of radios available for rent  Replacement cost of radio is $200.00 per radio. | $10 per day /radio |
| **Jump Rental** | The Horse Park has one course of hunter jumps for rent for $250.00 per show. This includes rails, cups and standards only.  If additional jumps are needed, it is the responsibility of the show to rent them. | $250.00 |
| **Wireless Mikes** | Loss or damage will require replacement by the show management | To be determined |
| **Vendor Electricity** | Charged per outlet per day.  Additional charge for electricity used directly before or after show/event | $20/outlet/day for products or merchandise  $30 per day for food vendors |
| **Food Vendor** | If a show wishes to hire a food vendor, see insurance section of this contract. Vendor must also comply with all NJ Fire and Health regulations with a notice to us thirty (30) days before. A non-refundable fee of $50.00 per day will be billed to the show for each food vendor. If area is not left in a clean condition an additional $50.00 fee must be paid by show Management. | $50.00 per day  Additional $50 per day for areas not left clean. |
| **Dog Impound Fine** | Unleashed dogs subject to capture and/or fine and removal from Horse Park by Upper Freehold Twp. Animal Control. | $75.00 per dog and per occurrence payable to the Horse Park from Management.  Additional charges or fine may apply to Animal Control |
| **Snow Plowing** | All shows will be responsible for costs of snow removal |  |

**XVI. AGREEMENT ON REPAIRS/DAMAGE FEES**

|  |  |
| --- | --- |
| Management or a person designated in writing by Management shall inspect Horse Park premises not less than three (3) days before show and shall advise Horse Park in writing of any dangerous and/or defective conditions observed and/or repairs needed in order to safely use the Horse Park premises. Failure of Management to make aforesaid inspection shall constitute an acceptance of the Horse Park premises in “as is” condition and waiver of any claims for defects at any time. If another show/event precedes Management’s show, inspection shall be made immediately upon arrival. | |
| Management has the option to drive the premises with Horse Park staff at the conclusion of a show to observe the premises and areas that may be flagged for damage/repair fees. This is a preliminary inspection, as some additional areas that will require repair or are otherwise damaged may not be readily assessable at the conclusion of the show. Any subsequent areas identified by the Horse Park shall be brought to Management’s attention within 72 hours. | |
| The Horse Park shall provide Management with an itemized list of damage charges, repair fees, additional security charges, additional clean-up fees, site restoration fees, etc. no later than fourteen (14) days after Management use of premises.  All damage and repair costs are to be paid within 30 days of the itemized list being furnished to Management. Failure to do so will incur an administrative charge of $100, plus interest of 2% per month.  **If a exhibitor, visitor, or vendor, damages Horse Park property, Show Management in residence shall be responsible for payment if the individual does not pay the Horse Park by the end of the Show. If the price is unable to be determined by the end of the show the cost will be forwarded to the show management and they are responsible for payment.** |  |

|  |  |
| --- | --- |
| Item | Damage/Repair Fee |
| Re-hanging stall door panel | $50.00 per door |
| Re-hanging stall side/back wall panel | $100.00 per panel |
| Theft of any stall panel | $300.00 per panel |
| Damage to any stall panel | $100.00 per panel |
| Staple, tape, screw removal from stall panels, buildings, fence, trees, etc. | $50.00 per barn/building/area |
| Sales Ads/Advertisement removal from stall panels, buildings, trees, fence, etc. | $50.00 per barn/building/area |
| Additional Restroom cleaning service | $100.00 per day |
| Repair/replacement of bathroom fixtures, plumbing, graffiti removal | Based on current replacement price + labor costs of required staff/contractor |
| Loss of or damage to 2-Way Radio | $200 or current replacement price |
| Unclean Vendor Area | $50.00 each area, each day |
| Unclean show or schooling arena | $250.00 |
| Loss of Hanks Tool | Based on current replacement price |
| Damage/Loss of Portable PA system or microphone | Based on current replacement price |

**XVII. SIGNATURES & ADDITIONAL CONTRACTUAL NOTIFICATIONS**

A. Non-Interference with Lease between Horse Park and the State of New Jersey Department of Agriculture: Management acknowledges that it has been advised of the existence of a lease dated June 1, 1988 between the Horse Park of New Jersey at Stone Tavern and the State of New Jersey Department of Agriculture which allows the Horse Park to develop, construct, maintain and operate an equine facility. Management agrees that it will not undertake or permit any activity that jeopardizes the rights of Horse Park pursuant to the aforesaid lease. Upon request, the Horse Park will furnish a copy of its lease to Management.

B. Construction of this Agreement: The waiver of any term of this Agreement by Horse Park shall not be deemed a waiver of any other term. In the event that any term of this Agreement is found to be invalid, the remainder of the Agreement shall remain in full force and effect. This Agreement may not be assigned by Management, except with written permission of HORSE PARK. This Agreement is subject to, and shall be construed in accordance with, the laws governing the State of New Jersey. In the event of a dispute, the parties agree that the courts of the State of New Jersey shall have exclusive jurisdiction in the interpretation and/or enforcement of this Agreement. A copy of this Agreement shall have the same force and effect as the original.

C. Neither the Horse Park of New Jersey, nor its agents will be held liable for any loss due to theft, vandalism, robbery, fire, accidental damage, injury or any other loss whatsoever, for any reason whatsoever, to show Management, Vendor, exhibitor, rider, visitor or other individual, including but not limited to them and their property, products, vehicles or merchandise.

D. The following individual(s) are the authorized representatives for Management. If more than one person is named, the Horse Park may deal with any one of the persons named without the necessity of getting the consent of all such persons. **Authorized Representative(s):**

1. Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I have read this Agreement, and accept and agree to abide it. This includes releasing and indemnifying the Horse Park of New Jersey and its representatives/agents from any and all liability, loss, cost or expense arising out of or in connection with the presence of the show or its vendors on the Horse Park of New Jersey grounds. I have provided a Certificate of Liability naming the Horse Park of New Jersey as an additional insured and certificate holder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this

\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.

HORSE PARK OF NEW JERSEY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SHOW MANAGEMENT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SHOW MANAGEMENT’s NAME (PRINT) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Show Management’s Cell Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Show Management’s Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Show Management’s Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Show Management’s Business Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**XVIII. Horse Park of New Jersey Rental Agreement Checklist**

To Be Turned into Lynn/Board of Trustees/Adam

* Written date request
* Initial Date Request Deposit- Before date approval
* Show Deposit of $150 per day, received within 10 days of date approval notification
* Show/Event Insurance - 30 days prior to event
* Primary Food Vendor Insurance - 30 days prior

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor fee of $\_\_\_\_\_\_\_\_\_\_\_\_\_

Health Certificate \_\_\_\_\_\_\_\_\_\_

Fire Inspection Certificate, if applicable \_\_\_\_\_\_\_\_\_\_\_

Electric fee if applicable\_\_\_\_\_\_\_\_\_\_\_\_

* Secondary food vendors (snacks, drinks, other edible goods) – Insurance 30 days prior

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor fee (s) of $\_\_\_\_\_\_\_\_\_\_\_\_\_

Health Certificate \_\_\_\_\_\_\_\_\_\_

Fire Inspection Certificate, if applicable \_\_\_\_\_\_\_\_\_\_\_

Electric fee if applicable\_\_\_\_\_\_\_\_\_\_\_

* Other Vendors (Embroiderers, Jewelers, Etc.) – Insurance 30 days prior

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor fees of $\_\_\_\_\_\_\_\_\_\_\_\_\_

Electric fee if applicable $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Pre-Event Logistics-** To be given to Adam

* Stall Charts- 10 days prior
* Shavings Requests- 10 days prior
* Construction of additional Stalls- 21 days prior
* Dressage Ring set-up- 14 days prior
* Additional requests HPNJ Management staff needs to be aware of- 10-14 days

**Post Event-**

To be given to Adam

* Load out and clean-up (Arenas, Office, horses boarding overnight)

Lynn/Board of Trustees/Adam

* 30 days-date request for the following year