



22500 Soledad Canyon Road
Santa Clarita, CA 91350
(661) 259-3886 (661) 259-8534 fax
Saugus.speedway@gmail.com

FACILITY RENTAL CONTRACT

Date Booked _____ Date(s) of Event _____

Entry Time _____ Departure Time _____ Total Rental Fee \$ _____

Renter or Organization _____

Address _____

Contact Person _____ Phone _____

PAYMENT INSTRUCTIONS

We accept VISA, MasterCard, and American Express, or payment by check made out to *Rodeo Land Company*.

A non-refundable deposit of \$500 is required to hold any date.

A 50% deposit is due and payable with the signed Rental Contract, no less than 60 days prior to the event. Payment in full is required no later than 7 days prior to the event.

CONTRACT TERMS AND CANCELLATION POLICY

If an event must be cancelled, the deposit will be refunded in full if Rodeo Land Company receives notification of cancellation at least 30 days prior to the event.

I have completed the Facility Rental Questionnaire, read the Facility Rental Contract, including the Terms and Conditions contained on the attached pages, all of which are considered part of this Rental Contract, and agree to fully abide by all such terms and conditions. This Agreement constitutes the entire Agreement between the parties and shall not be modified except by written instrument signed by both parties.

Signature of Renter

Date

Rodeo Land Co. Signature

Date

FACILITY RENTAL CONTRACT

Terms and Conditions

1. Rodeo Land Company, hereby agrees to make available to the Renter the following areas located at the Saugus Speedway premises and indicated on the property map, at the time and date(s) agreed upon and for the purpose specified in the Facility Rental Questionnaire.

Renter understands that the grandstands are unsafe and their use is prohibited.

2. Renter has inspected the premises and accepts the premises in the existing condition for the duration of this Rental Contract. The premises will be returned in the same condition as received, clean and free of debris.

3. Renter agrees to comply with all applicable laws, statutes, ordinances, rules, regulations and requirements of the federal, state, and local governments applicable to the use of the premises.

4. The Renter is responsible for all permits, licenses, taxes, and other requirements imposed on or associated with the Renter's activities on Saugus Speedway premises, which may include, but are not limited to filming permits, gathering permits, or any required by law.

5. The Renter must obtain, maintain, and provide proof of insurance, with a minimum of two million dollars (\$2,000,000) of general liability coverage, for bodily injury and property damage claims, including contractual and personal injury liability coverage. Renters will provide Certificates of Insurance upon execution of this agreement. Each policy required under this agreement shall contain a severability of interest's clause and will provide that the Renter's coverage shall be primary to any other insurance available to, or maintained by Rodeo Land Company. Rodeo Land Company must be named as "additional insureds" on the Renter's general liability policy. Renter shall maintain Worker's Compensation Insurances to comply with California law. Renter will require similar liability and Worker's Compensation Insurances and obtain Certificates of Insurance for any sub-contractors affiliated with the event, and provide copies of these to Rodeo Land Company upon request.

6. The Renter is at all times responsible and shall reimburse Rodeo Land Company for any damage, loss, injury or other liability of any nature to people or property incurred on the Saugus Speedway premises that arises directly from the Renter's use of the premises. The renter agrees to defend, indemnify, and hold harmless Rodeo Land Company, its officers, directors, employees, and agents from and against any claims, damages, liability and expenses incurred in connection with any loss that arises directly from the Renter's use of the premises during the contract term. At this time, the Saugus Speedway is not an active track and does not hold any racing or related insurance. Any fire, ambulance, or medics required are at your own liability and expense.

7. Rodeo Land Company assumes no liability or responsibility for damage, destruction, or loss of any property of the Renter or its employees, agents, representatives, guests or invitees brought onto the premises prior to, during, or following any event unless such damage, destruction, or loss arises directly from the neglect, intentional act, or omission of Rodeo Land Company.

8. Renter and other third parties entering the premises at the request or invitation of the Renter shall not bring hazardous materials onto the premises. This includes, but is not limited to explosives, flammable and combustible substances, poisons, radioactive materials or any item that might be considered hazardous by any responsible insurance company or regulatory agency.

9. Renter agrees to provide their own security personnel and provide for the safety of all parties entering the premises at their request or invitation. Rodeo Land Company reserves the right to inspect and monitor all events and to eject any persons from any portion of its facilities. The renter hereby waives any right or claim for damages against Rodeo Land Company for exercising this right.

10. Rodeo Land Company's obligation to make the premises available will be relieved if anything outside of its control prevents the facility from being available at the date and time scheduled for the event. This includes natural disaster, fire, destruction, or other forces or events outside of Rodeo Land Company's control. If such occurs, Rodeo Land Company will refund the Renter's deposit and all fees already paid in full, but will have no other liability on account of such cancellation or unavailability of the use of its premises.

11. Prior approval is required if the Renter intends to use any temporary structures, make alterations, place signs, or make improvements to the premises.

12. Rodeo Land Company reserves the right to review all copy and approve all form of advertising or publicity in which the Saugus Speedway name is used. The parties agree that no partnership between them respecting any event or the use of the premises shall be implied in any way and the Renter agrees to indemnify and hold the Speedway harmless from and against any claims to the contrary.

13. This Rental Contract is between Rodeo Land Company and the signed Renter only and may not be assigned or sublet to any other entity.

14. This agreement is to be governed by and interpreted in accordance with the laws of the State of California.

ADDITIONAL SERVICES AND FEES

- Forklift and operator \$80 per hour/2 hour minimum
- Sweeper and operator \$80 per hour/2 hour minimum
- Use of dumpster at \$50 each
- Additional restroom access at \$200 each
- Maintenance Personnel at \$40 per hour