



BARN RENTAL AGREEMENT
Express Clydesdales, L.L.C. ("Express")

Name: _____ (hereinafter, referred to as "Lessee")
Contact Name (if different from above): _____
Address: _____
Phone: _____ Alt. Phone: _____

ALL RENTALS ARE AVAILABLE TUESDAY – SUNDAY

Description of Event: _____
(hereinafter referred to as the "Event")

Date of Event: _____ Event Time: _____

Hay Loft (Limit of 150 People):

		<u>Amount Due:</u>
Per Hour 10am – 5pm (minimum of 2 hours)	\$125	_____
Per Hour after 5pm (minimum of 2 hours)	\$175	_____

2 Hour Children’s Birthday Parties (10am to 5pm)

12 yr. old and younger – 50% of proceeds are donated to Children’s Miracle Network	\$100	_____
Each Additional Hour	\$25	_____

Wagon Rides

Per Hour	\$300	_____
Wagon Rides include 2 Clydesdales pulling wagon		

Weddings

Front of the Barn Wedding Ceremony	\$2000	_____
Carriage Ride for exit of Bride and Groom	\$600	_____

Wedding Package

Front of the Barn Wedding Ceremony		
Carriage Ride for exit of Bride and Groom		
4 hour Hayloft Rental	\$3000	_____

Equipment

Patio Heaters (each)	\$25	_____
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Total: _____

50% Deposit with reservation: \$ _____ Balance due 10 days prior to event: \$ _____

Upon first contact from Lessee, Express will place a preliminary hold on the Barn (as described herein) for the requested date(s) which shall be effective for ten (10) business days from initial contact. However, in case of a conflict, the hold must be changed to a guarantee. A 50% facility deposit and a signed contract accepted by Express is a necessary to guarantee the rental space. A separate \$150 damage deposit will be required when final payment is made 10 days prior to Event. Prices are subject to change until signed contract is accepted by Express.

BARN RENTAL AGREEMENT TERMS

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I EVENT

Section 1.01 License. Subject to the conditions, limitations and restrictions of this Barn Rental Agreement (the "Agreement"), Express hereby agrees to permit Lessee to use and occupy certain specified upstairs portions (the "Hay Loft" portion) of the Express Clydesdale Barn, its parking area and related facilities (collectively, the "Barn") in the City of Yukon, Oklahoma for the term and time periods described above for the sole purposes of preparing for and hosting the Event.

Section 1.02 Inspection. Lessee hereby represents that it has (or that it will immediately upon arrival for the Event) inspected the Premises to its satisfaction and finds the Premises to be in a safe and satisfactory condition for the Event. Further, Lessee agrees to notify Express of any concerns or dangers immediately upon their discovery.

Section 1.03 Lead Time. Express agrees to make the Barn available for set-up by the Lessee three (3) hours prior to the scheduled Event. This lead time shall be the only available time for deliveries by vendors hired by Lessee for the Event. Express will not be responsible for any set-up or decorating activities.

Section 1.04 Departure. At the conclusion of the Event, Lessee shall thoroughly clean the Barn and vacate the premises within two (2) hours following the conclusion of the Event. In the event the Lessee does not vacate the premises within such time period, additional rental charges will apply. Lessee shall leave the Barn in as good of condition and repair as existed before the Event, except for reasonable wear from ordinary use. Lessee shall also return to Express all equipment (including, but not limited to all tables and chairs), which shall be in as good of condition and repair as before the Event, except for reasonable wear from ordinary use. Express is not responsible for any items lost or damaged during the Event.

ARTICLE II PAYMENT

Section 2.01 Payment of Deposit and Final Balance. Upon execution of this Agreement, Lessee agrees to pay fifty percent (50%) of the total amount due on the first page of this agreement (the "Deposit"). The final balance shall be due ten (10) business days prior to the Event.

Section 2.02 Cancellation/Refunds. A full refund of the Deposit will be given if Lessee cancels thirty (30) days or more prior to the Event. A fifty percent (50%) refund will be given if Lessee cancels up to fifteen (15) days prior to the Event. No refund will be given if cancellation occurs fewer than fifteen (15) days prior to the Event. Express hereby reserves the right to cancel the Event in its sole and absolute discretion up to two (2) days prior to the scheduled Event by notifying Lessee via telephone. In the event Express does cancel the Event, the entire rental amount shall be returned to Lessee within five (5) days of such cancellation.

Section 2.03 Damage Deposit. A separate damage deposit check for \$150 must accompany the final balance check. If no damages or expenses are incurred by Express as a result of the Event, the damage deposit check will be returned to Lessee within ten (10) business days after the Event. If damages or expenses are incurred as a result of the Event as determined by Express in its sole and absolute discretion, the damage deposit check will not be returned and the entire amount will be forfeited by Lessee.

Section 2.04 Additional Fees. Lessee hereby agrees that an additional fee may be charged to any Lessee whose Event or guest violates the Rules and Restrictions listed on Exhibit A hereto and/or whose Event, guests, activities, decorations or food service cause excessive clean up.

ARTICLE III BARN USE AND WAGON RIDES

Section 3.01 Rules and Regulations. Lessee, on behalf of itself and all of its guests, hereby agrees to comply with all of the Rules and Regulations of Express including, but not limited to, the Rules and Regulations listed on Exhibit A hereto and any additional rules or regulations which may be posted at the Barn.

Section 3.02 Livestock Activity Waivers. In the event Lessee or any of its guests purchase and/or participate in wagon rides at the Barn or otherwise engage in any activity in close proximity to the livestock in the Barn, Lessee, on behalf of itself and its guests, hereby agree to sign or cause each guest to sign a Livestock Activity Release and Indemnity Agreement in the form attached hereto as Exhibit B.

ARTICLE IV TERMS AND CONDITIONS

Section 4.01 Insurance. Express maintains Commercial General Liability Insurance in the following amounts: \$1,000,000 Each Occurrence; \$2,000,000 Aggregate; \$1,000,000 Products/Completed Operations Aggregate; \$1,000,000 Personal/Advertising Injury; \$100,000 Fire Damage Legal Liability; \$1,000 Premises Medical Payments. Express makes no warranty as to the adequacy of the insurance coverage maintained nor does it prohibit Lessee from purchasing insurance coverage for itself. The Commercial General Liability Insurance expressly does not include coverage for any liability related to liquor.

Section 4.02 ADA Compliance. There is no handicap access to the Hay Loft. Pursuant to Title III of the Americans with Disabilities Act, existing structures must only be modified to meet current ADA standards if the modification required of an existing structure is readily achievable. Express hereby represents to Lessee that the Barn has not been modified to meet ADA standards. Lessee hereby acknowledges that the Barn is not ADA compliant but that Lessee has chosen to rent the Barn in its current state and waives any and all complaints related to the ADA compliance of the Barn.

Section 4.03 Indemnity. The Lessee, on behalf of itself and all guests of Lessee who attend the Event, assumes all risks incident to, or in connection with, the Event and shall indemnify, defend and save harmless Express, its shareholders, officers, members, employees, agents and all similar parties (collectively, the "Express Parties"), from any and all damage or

injuries, of whatever nature or kind, to persons or property arising, directly or indirectly, out of Lessee's use of the Barn and/or the Event, or incurred during any Livestock Activity as that term is defined in Exhibit B attached hereto. This includes, without limitation, any such claims, liability, loss, damage, cost, expense, award, fine or judgment arising by reason of death or bodily injury to persons, injury to property arising by reason of Lessee's alleged or actual negligent act, regardless of whether such act is active or passive, except that Lessee shall not be obligated to indemnify Express with respect to the sole negligence or willful misconduct of Express, its agents, servants, or employees. Lessee also agrees to save harmless the Express Parties from any penalties for violation of any law, ordinance or regulation affecting or having application to, the Event.

Section 4.04 Permits. The Lessee shall obtain all permits or licenses required by the laws, ordinances and rules or regulations applicable to the Event, including obtaining any necessary permission and/or paying applicable royalties for public performances of copyrighted audio or visual works.

Section 4.05 Right to Refuse Service. Express reserves the right to deny any Event, activity or equipment in its sole and absolute discretion. Additionally, Express reserves the right, in its sole and absolute discretion, to deny any guest of Lessee access to the Barn.

Section 4.06 Right to Interpret Rules. Express reserves to itself the final and absolute right to interpret its own rules and regulations and to settle and determine all matters, questions and differences connected with or incidental to the Event.

Section 4.07 Governing Law. This Agreement constitutes the entire agreement between Express and Lessee and supersedes all prior agreements and understandings between Express and Lessee relating to the subject matter hereof. This Agreement will be construed, enforced and governed in accordance with the laws of the State of Oklahoma without regard to any principles of conflicts of law. In the event any party hereto institutes any legal action in connection with any matter contained herein, that legal action shall be instituted only in the District Court of Oklahoma County, Oklahoma, if in state court, and if in federal court, then in the United States District Court for the Western District of Oklahoma, sitting in Oklahoma City, Oklahoma. Each party hereto irrevocably waives any objection which he or it may have at any time to the venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any such court and, further, irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each party hereto irrevocably waives the right to object, with respect to any suit, action or proceeding brought in any such court, that such court does not have jurisdiction over such party. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. This Agreement may only be amended by a writing executed by each of the parties hereto. Any party may waive any requirement to perform by the other party, provided that such waiver shall be in writing and executed by the party granting the waiver.

Section 4.08 Assignment. The Lessee shall not assign its rights in this Agreement to any third parties without first obtaining the written consent of Express.

Section 4.09 Default. Express shall not be considered in default or to have breached this Agreement if the default or breach is the result of acts of God, national disaster or emergency, labor disputes, or orders of a state or federal court or authority, any competent judicial or government authority, or other similar event beyond the control of either party.

Section 4.10 Severability. In the event any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall in no way effect the validity or enforceability of any other provision herein.

Section 4.11 Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY WAVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

EXPRESS CLYDESDALES, L.L.C.

LESSEE

By: _____

By: _____

Title: _____

Title: _____

Exhibit A

Rules and Regulations

1. Limit of 150 people are allowed in the Hay Loft of the Barn due to weight restrictions.
2. Activities must be confined to the space rented. Any additional space used by the Lessee is subject to additional fees.
3. Upon request, Express will provide tables and chairs to accommodate 150 people for the Event. Such tables and chairs are included in rental price of the Barn.
4. All food and beverages must be provided by Lessee or through a licensed caterer. No kitchen facilities are available at the Barn.
5. The Barn is a smoke free facility and Lessee shall enforce this policy with its guests.
6. No alcohol is allowed at the Barn. Lessee shall not, and will not permit its guests to, bring alcohol to the Barn.
7. Express will not provide any decorations for the Event. All decorations provided by Lessee must be fireproof and meet fire prevention regulations. Combustible materials, candles, smoke or fog machines are not allowed in the Barn.
8. Confetti, rice, silly string and glitter are not allowed in the Barn.
9. Any decorations/materials being attached to the walls, ceilings, or floor must first be approved by Express management.
10. No performance, exhibition, or entertainment shall be given or held in the Barn which is illegal, indecent, obscene, or immoral, and should any such exhibition or performance, or any part thereof, be deemed by Express to be indecent, obscene, lewd, immoral, or in any manner publicly offensive, Express may cancel said performance or exhibition, or any part thereof, and all monies paid by the Lessee as rental will not be refunded.
11. Express reserves the right to post additional rules at the Barn from time to time in its sole discretion and Lessee hereby agrees to comply with any such posted rules.

Exhibit B

LIVESTOCK ACTIVITY RELEASE AND INDEMNITY AGREEMENT

EXPRESS CLYDESDALES

Date of Livestock Activities: _____

IN CONSIDERATION of being permitted to enter upon the property of Express Clydesdales, L.L.C. ("Express Clydesdales"), to participate in Livestock Activities (including, but not limited to, wagon rides and petting of horses) at the Barn and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned, and his or her parent or legal guardian if Participant is under the age of 18 years, agrees to the following:

- (1) **RISK OF LIVESTOCK ACTIVITIES.** I am aware of the inherent risks of Livestock Activities including, but not limited to:
 - (i) the propensity of livestock to behave in ways that may result in injury to persons around them;
 - (ii) the unpredictability of a livestock's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;
 - (iii) certain hazards such as surface of subsurface conditions unknown to the livestock activity sponsor;
 - (iv) collisions with another livestock or objects; and
 - (v) the potential of tack to become dislodged or move in ways that may result in injury to persons on or around livestock activities.
 _____ (initial)

- (2) **ASSUMPTION OF RISK.** I hereby expressly assume all risks associated with Livestock Activities including, but not limited to, those set forth above. I hereby release, waive and discharge Express Clydesdales, its shareholders, officers, members, managers, directors, employees, agents and all other persons or entities acting on its behalf, from all liability to them, their associates, spouses, legal representatives, heirs, successors, and assigns (collectively called "Host"), for any and all loss, injury or damage, and any and all claims therefor, on account of injury to my person or property, or for my death while I am engaged in any Livestock Activities. I hereby waive my right and the right of my estate (or revocable trust, as the case may be) to sue Host on account of injury to my person or property, or my death while I am engaged in Livestock Activities. _____ (initial)

- (3) **HEALTH AND SKILL.** I understand that my participation in Livestock Activities at Express Clydesdales may require good physical conditioning and a certain degree of skill and knowledge, and I have the conditioning, skill and knowledge necessary for me to safely participate in any Livestock Activity I participate in. I further acknowledge that the location of Express Clydesdales may place me at a substantial distance from medical treatment. _____ (initial)

- (4) **RELEASE FROM LIABILITY.** I hereby forever release and discharge the Host from any and all liabilities, claims, demands or causes of action that I may hereafter have for injuries or damages relating to or arising out of my participation in Livestock Activities or presence at the Barn, even if caused by the negligence or other fault of the Host or others. _____ (initial)

- (5) **COVENANT NOT TO SUE.** I further agree that I will not sue or make any demand or claim, or in any way aid in prosecuting any demand, claim or suit, against the Host for any damages or injuries to my person or property, or other losses sustained, as a result of or relating to my participation in the Livestock Activities or presence at the Barn. _____ (initial)

- (6) **INDEMNIFICATION AND HOLD HARMLESS.** I hereby indemnify and agree to hold harmless Host and each of them individually from any loss, liability, damage, injury or cost they may incur due to my presence in, upon, or around property owned or being used by Express Clydesdales, for the purpose of any Livestock Activity, or due to my participation in such Livestock Activity, regardless of where such participation may occur.
 _____ (initial)

- (7) **OKLAHOMA LAW AND DEFINITIONS.** This Release is governed by and shall be construed in accordance with Oklahoma law. For the purposes of this Release, the terms "Livestock Activity," "Participant" and "Livestock" shall be as defined in the Oklahoma Livestock Activities Liability Limitation Act, Sections 50.1 through 50.4 of Title 76 of the Oklahoma Statutes (the "Act"). I expressly agree that this Release is intended to be as broad and inclusive as permitted by the Act, and any other relevant provision of Oklahoma law. _____ (initial)

I HAVE READ THIS LIVESTOCK RELEASE AND INDEMNITY AGREEMENT (THIS "AGREEMENT") AND FULLY UNDERSTAND ITS TERMS. I HEREBY REPRESENT AND WARRANT THAT I HAVE FULL AUTHORITY TO EXECUTE THIS AGREEMENT WITH FULL KNOWLEDGE OF ALL FACTS AND CIRCUMSTANCES SURROUNDING THE LIVESTOCK ACTIVITIES. I FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME, AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, IT IS AGREED THAT THE BALANCE OF THIS AGREEMENT SHALL CONTINUE IN FULL LEGAL FORCE.

Participant or Legal Guardian Signature

Date

Print Name of Participant or Legal Guardian

Address

Telephone Number

E-Mail Address