

# **The Clinton Arena Multi-Purpose Arena**

## **Riding Membership Policies and Procedures 2017**

14730 Hwy 10, Clinton, LA Phone: (225) 316-6779 Email: clinton\_arenahwy10@yahoo.com

Website: www.clintonarena.com

### **Purpose of Policies and Procedures:**

To provide a consistent guideline for users and to provide a safe and quality experience while using the Clinton Arena operated by Feliciana Area Agricultural Recreation & Marketing Corporation (hereinafter referred to as "F.A.A.R.M"). For the purposes of the contract FAARM is also referred to as Clinton Arena. Clinton Arena is a volunteer driven facility.

### **Purpose of Fees:**

To generate revenues that will offset the operational costs of the facilities and to provide funds for future capital improvements.

### **Establishment of Fees:**

Fees for use of the Clinton Arena facilities will be reviewed by the Board on a periodic basis with the intent to balance:

- The service needs of the community
- The facility target user market
- Offer competitive and reasonable rental rates
- Cover operational costs and future capital improvements

### **General Usage Policies:**

FAARM Board members, heretofore referred to as management, shall have the right at all times to enforce all rules and regulations described herein, and shall have the right to eject all persons who fail or refuse to comply with the rules and regulations.

### **Animals:**

Users utilizing the Clinton Arena for any activity, in which animals are used or exhibited, shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or orders as they relate to the needs and rights of those animals, which are under the User's care and control. ALL HORSES ARE REQUIRED TO HAVE A CURRENT COGGINS AND USER MAY BE ASKED TO PRODUCE A COPY OF THE COGGINS AT ANY TIME

WHILE ON CLINTON ARENA PREMISES. A COPY OF REGISTRATION PAPERS MAY ALSO BE REQUESTED IN CONJUNCTION WITH THE COGGINS PAPER IF APPLICABLE.

All animals must be penned, stalled and otherwise confined or under the direct control of owner or handler at all times. Persons keeping animals on the premises must use every care to assure safety of visitors and other facility patrons/personnel. Violation of this policy may result in removal of member and animals from the premises.

Any dog on the premises must be on a leash and in control of the owner or individual who brings the dog to the premises while at the Clinton Arena facility at all time if other members or patrons are present at the arena. The individual who brings the dog to the facility or the owner of the dog is strictly liable to any actions pertaining to the dog and will indemnify Clinton Arena, East Feliciana Parish Police Jury, the FAARM Board and FAARM members and insurers in the event any injury or damage which occurs as a result of the dog.

#### **Riding Membership Fees and Rules:**

The riding membership fee is \$150.00 per calendar year.

The membership privilege allows for the member to use the facility providing there is no scheduled event. The user must request and reserve the facility on the Clinton Arena calendar. User understands that there is a 2 hour limitation on the duration of riding reservations in the event that another member would like to use the facility on the same date. Members may only have two (2) pending reservations on different dates on the calendar at any given time. If for any reason a member must cancel their scheduled ride time(s), PLEASE notify the president as soon as possible so that time block can become available to other members. Member(s) making arena reservations must be listed as the primary member(s) only (max. of 2). No children under the age of 18 will be allowed to make reservations.

Clinton Arena is for the use of the general membership and the use privilege is not to be abused by one member or a group of members (i.e. guests not paying). In the event that one member or a group of members monopolizes the available rental times whereby other members are unable to use the facility, the FAARM Board reserves the right to review logged hours and give priority to members with fewer usage hours if a conflicting time is requested.

The annual membership is applicable to all resident relatives of the member's household including spouse and children under the age of 18. Primary member(s) must be present while children under the age of 18 listed under family members on this contract are riding @ the arena.

Membership privileges include the use of the covered arena and immediate grounds. Bathroom facilities will be available during scheduled events but may not be available during member usage time periods. It is up to all members to help keep the bathroom facilities clean. The doors to the bathrooms are unlocked but it is required to leave the doors shut. The membership privilege specifically excludes use of the grounds north of the covered arena beyond the woven wire fence. The land north of the woven fence is not available for general use and members under this contract may not ride, hike or conduct other activities in that area.

Recreational motorized land conveyances including but not limited to 4 wheelers, side by side ATV's, golf carts, motorcycles, dirt bikes, etc are strictly prohibited for use on arena premises. The one exception to this is that 4 wheeler ATV's may be in the arena strictly for pulling a roping dummy. Owners and/or operators are solely held accountable for any infractions that may occur while operating the vehicle. Bicycles may be disallowed at the discretion of Clinton Arena management.

#### **Member Guests:**

Members may bring a riding guest but there is a fee for each riding guest. The fee is \$10.00 per riding guest per booking. The guest is the responsibility of the member and the member is accountable for the actions of the guest. Guest must read and understand the rules and regulations associated with Clinton arena.

There is no fee for guests who come to observe and do not ride but we do ask for those guests to remain outside of the arena. If ANY member is caught not having guest(s) pay their fee(s), their membership will be revoked. This includes any riding contact (bareback, saddle, driving, etc.) on any part of the Clinton Arena premises.

**\*\*\*\*\*Members and their guests use the facility at their own risk\*\*\*\*\***

#### **Termination of Membership by Clinton Arena:**

Clinton Arena reserves the right to terminate the User's membership agreement for good cause **including but not limited to**, violation of the membership agreement rules. In the event that Clinton Arena exercises that right, **membership payment is not refunded**. Should Clinton Arena exercise said right to terminate this agreement, User agrees to forego any and all claims against Clinton Arena and further recourse of any kind against Clinton Arena.

**Clean - Up:**

It is the responsibility of the User to place all litter and trash in the trash containers provided. Garbage is put out by the road on Wednesday nights for pickup. Any members that are at the arena any day/night prior to Thursday morning can put garbage out. Any members that are at the arena after the trash is picked up we ask that member would bring trash containers back up to the arena area.

**Damage Costs:**

The User shall be responsible for all damages to the Clinton Arena facilities and property caused by User and/or User's guest. All costs deemed necessary and incurred by Clinton Arena for replacement and/or repairs caused on behalf of the user and/or User's guest will be billed to the User. Payment must be made within fifteen (15) days after receipt of billing.

**Defacement:**

User and/or User's guest shall not injure, mar, nor in any manner deface the facility or any equipment contained therein and will not make any alterations or any kind to the facility contained therein. Member is responsible for guest(s) at all times.

**Alcoholic Beverages and Smoking:**

No alcoholic beverages may be brought to the Clinton Arena. Smoking is not allowed in the arena or in the bathroom facilities.

**Accident Management:**

In the event of an accident or emergency, User agrees to report all accidents, occurrences and incidents immediately. A copy of the incident report will be provided to each member. Reports must include:

1. Name, address and telephone number of the injured person(s)
2. Name, address and telephone number of any witness(es)
3. A description of the accident (how, when and where is happened)
4. A description of the extent of bodily injury or property damage.

**Indemnification:**

To the fullest extent permitted by law, the User shall indemnify and hold harmless Clinton Arena, East Feliciana Parish Police Jury, the FAARM Board and FAARM members and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the User's use of Clinton Arena.

**Under Louisiana law, a farm animal activity sponsor or farm animal professional is not liable for any injury to or the death of a participant in farm animal activity resulting from the inherent risk of the farm animal activity pursuant to R.S.9:2795.1-9:2795.3**

**Lost or Stolen Articles:**

Clinton Arena will not be responsible under any circumstances for property of the User or guests while on Clinton Arena premises. Furthermore, Clinton Arena is not responsible for any loss of articles or equipment left unattended in any facility.

**Objectionable persons:**

FAARM in its sole discretion reserves the right to eject from the facility and premises any objectionable person or persons that FAARM shall not be liable to User or User's guest for any damages that may be sustained through the exercise of such right.

**Prohibited Activities:**

FAARM retains reasonable approval right over use of the facility. User agrees that only current paid members are allowed to use membership privileges. It is understood by all parties that fireworks, fire arms or any other such related activities are not allowed on the Clinton Arena premises at any time. Other activities may also be deemed inappropriate and disallowed by FAARM Board.

**Reservations:**

User must check [www.clintonarena.com](http://www.clintonarena.com) website calendar to determine availability. User understands that the membership right to use the facility is based upon availability. Any scheduled event takes precedence over a member's user privileges. User furthermore understands that use of the arena is limited to two (2) hour time blocks if another member is also requesting use of the facility on the same date. User may only schedule two (2) reservations at any given time and may not book the arena for more than two (2) weeks out from requested rental date. If a member is unable to ride at their scheduled time it is up to that member to notify the appropriate FAARM Board Member to remove them from the calendar. Members are responsible for scheduling or cancelling only their times. Changing, adding or cancelling of other members' times will not be permitted. Any extra members or guests not listed on the calendar must check in with the appropriate FAARM board member as this will help with the tracking of arena usage and by what members or non-members.

**Security:**

Clinton Arena does not provide security. User uses the facility at their own risk and is responsible for their own actions and protection.

**Changes in These Policies:**

Clinton Arena reserves the right to adjust rental policies and rates. Policies and rates are subject to periodic review. The policies and procedures in place at the time of the signing of the rental agreement will govern for the designated calendar year.

**THIS PAGE MUST BE FILLED OUT COMPLETELY**

Failure to do so may result in a delay of your membership being approved

THESE POLICIES AND PROCEDURES ARE PART OF THE MEMBERSHIP CONTRACT AND THE APPLICANT USER MUST COMPLY WITH ALL REGULATIONS SET FORTH ABOVE.

**CLINTON ARENA MEMBERSHIP APPLICATION**

**&**

**PERMIT FOR USE OF THE FAARM CLINTON ARENA**

**\*PLEASE PRINT CLEARLY\* ONLY NAME WILL APPEAR ON WEBSITE\***

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

City: \_\_\_\_\_ Phone: (cell) \_\_\_\_\_

Phone: (Cell) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Family Member(s):**

_____	_____	_____	_____
Name	Relationship/Birthdate	Name	Relationship/Birthdate

_____	_____	_____	_____
Name	Relationship/Birthdate	Name	Relationship/Birthdate

_____	_____	_____	_____
Name	Relationship/Birthdate	Name	Relationship/Birthdate

**FAARM has my permission to publish my name on the Clinton Arena website and the Clinton Arena Membership section.**

**WARNING**

**UNDER LOUISIANA LAW, A FARM ANIMAL ACTIVITY SPONSOR OR FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITY RESULTING FROM THE INHERENT RISKS OF THE FARM ANIMAL ACTIVITY, PURSUANT TO R.S. 9:2795.1-3**

**ALL EXISTING/PAST MEMBERS MUST MAIL IN CONTRACT FOR APPROVAL OF FUNDS**

**1<sup>ST</sup> TIME OR NEW MEMBERS MUST SUBMIT CONTRACT & MONIES IN PERSON @ CLINTON ARENA**

*All mailed payments are to be addressed to:*

*Clinton Arena/FAARM, P.O. Box 2066, Clinton, LA 70722*

*Membership fees are to be paid by personal check, cashier's check or cash. If a check is returned NSF, member will be responsible for all NSF charges incurred by Clinton Arena and personal checks will not be accepted for future payments of any kind. All memberships must be paid in full prior to use of the arena. Any NSF charges, damage fees, etc. must also be paid in full or membership privileges will be revoked.*

**This membership contract is for the calendar year beginning January 1, 2017 and ending on December 31, 2017.**

**This membership is granted subject to the above mentioned rules and regulations, and the acceptance and use thereof by the applicant (member) is an agreement on his behalf to comply with all the terms and conditions herein set forth, together with all rules of procedure hereof established by Clinton Arena.**

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**Signature**

**Date**

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**Printed Name**

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Initial\_\_\_\_\_

## **NEW UPDATED CHANGES FOR 2017:**

**Please note these are new from 2016**

**PSA #1: The sprinklers put out 100 gallons per minute of water. Please keep this in mind if any member (must be over the age of 18 to operate any machinery, sprinklers, PA system, etc at Clinton Arena) decides to water the arena. Please do NOT abuse this privilege as the board members can at any time revoke privileges (including but not limited to: bathrooms, light use, water use, and tractor or equipment use).**

**PSA #2: TURN OFF bathroom and arena lights when finished. A fee will be charged for each offense.**

**Only members over the age of 18 can operate any machinery (tractor, 4 wheeler, etc) at the Clinton Arena and MUST provide proof of driver's license before approval by the board is made.**

**THESE CHANGES ARE ALL STEMMING FROM MULTIPLE OCCASIONS WHERE THESE HAVE BECOME ISSUES. CHANGES WILL CONTINUE TO BE MADE AS THEY ARISE AND ARE BROUGHT TO THE BOARD'S ATTENTION. WE ARE CONTINUING TO GROW AND EXPAND AND THINGS LISTED IN THIS CONTRACT WILL BE ENFORCED TO ENSURE THE ARENA IS OPERATING AS EASILY AS POSSIBLE.**

**MEMBERSHIP OPTIONS FOR NEW OR FIRST YEAR MEMBERS**

JANUARY 2017	\$150
FEBRUARY 2017	\$140
MARCH 2017	\$125
APRIL 2017	\$115
MAY 2017	\$100
JUNE 2017	\$90
JULY 2017	\$75
AUGUST 2017	\$65
SEPTEMBER 2017	\$50
OCTOBER 2017	\$40
NOVEMBER 2017	\$25
DECEMBER 2017	\$25

**GUEST FEE 2017**

GUEST FEE (guest of member)	\$10/per person
ARENA RENTALS	On website or call Clinton Arena