

CITY COUNCIL MEETING  
AUGUST 21, 1985

APPROVAL OF  
AGREEMENT  
BETWEEN CITY  
AND EQUESTRIAN  
ENTERPRISES FOR  
USE OF STADIUM  
FOR HORSE SHOW

Council approved an Agreement between the City of Lodi and Equestrian Enterprises for the use of the Stadium for a horse

show to be held August 26, 1985, and authorized the Mayor and City Clerk to execute the agreement on behalf of the City.

~~SECRET~~  
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# COUNCIL COMMUNICATION

TO: THE CITY COUNCIL

DATE

NO.

FROM: THE CITY MANAGER'S OFFICE

August 13, 1985

SUBJECT: USE OF STADIUM FOR LIPPIZON HORSE SHOW

I would recommend that the contracts submitted for the Lippizon Horse show be approved at the suggested rate. We feel that this is a worthwhile presentation, clean, and one that will not cause any serious damages to the Stadium. Turf and all other requirements such as insurance down payment, etc., will be met.

THIS AGREEMENT, made and entered into this 21st day of August, 1985, by and between the CITY OF LODI, a Municipal Corporation of the State of California, hereinafter called First Party, and the Equestrian Enterprises, Inc., hereinafter called Second Party;

W I T N E S S E T H :

WHEREAS, First Party is the owner of the Stadium situated in Lawrence Park, Lodi, California; and,

WHEREAS, the parties hereto are desirous of allowing Second Party to use said Stadium for a Horse Show and wish to reduce their agreement to writing;

NOW, THEREFORE, FOR VALUE RECEIVED, the parties hereto do hereby agree as follows:

1) First Party does grant to Second Party the preferential right to use said Stadium to conduct a horse show, sponsored by Second Party, on August ~~20~~, 1985.

2) The consideration to be paid by Second Party to First Party shall be 4.5 cents per kilowatt hour for all electricity actually used by Second Party, not to exceed \$50.00. Total rental fee shall be \$500.00, to include clean-up; electrical is in addition.

NOTE: A minimum of \$250.00 is to be paid when contract is signed and returned for Council approval. Balance of said minimum will be used as partial payment if balance of head tax is greater, said balance to be paid immediately upon completion of show.

3) First Party agrees to maintain the present lighting system and the necessary electricity therefor and to maintain the field in a substantially good order and condition.

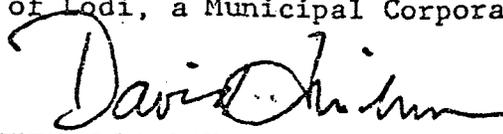
4) It is understood that the City will retain the rights to food concessions. Said sales would not include programs or any other items that do not pertain to food, in the event that Second Party desires to sell articles other than food.

5) Second Party covenants and agrees to indemnify and save First Party free and harmless from any and all liability or claims of any kind or character for damages or injury to persons or property that may or might occur as a result of Second Party's operation of the premises covered by the within lease arising out of negligent acts of Second Party, their agents or employees. Second Party agrees to maintain public liability and property damage insurance covering the operation of said premises during the term hereof, and will submit to First Party a Certificate of Insurance, naming City as additional insured, with minimum limits of \$500,000 per accident, \$50,000 property damage, and \$25,000 product liability.

6) Second Party has inspected all of the facilities contained within said Stadium and accepts the condition of same "as is."

City of Lodi, a Municipal Corporation

By



LESSOR

Mayor

ATTEST:

BY

*Alice M. Reimche*

Alice M. Reimche, City Clerk

APPROVED AS TO FORM:

*Ronald M. Stein*  
Ronald M. Stein  
City Attorney

EQUESTRIAN ENTERPRISES, INC.

By

*[Signature]*

LESSEE