

ACCESS AND USE AGREEMENT
For
DURHAM KENNEL CLUB BUILDING
7318 Guess Road, Hillsborough, NC 27278

THIS AGREEMENT, dated this _____th day of _____ 20____ is between DURHAM KENNEL CLUB, INC. a non-profit North Carolina Corporation (the Club) and _____ (the Licensee).

The Licensee has requested that the Club grant permission to enter and use the Club's building located at 7318 Guess Road (the premises, collectively "the property").

The Club, in consideration of the covenants and conditions contained in this Agreement and in so far as the right title and interest permit, grants the Licensee permission to enter on said Club's property for the purpose stated subject to the terms and conditions set forth below.

1. **Access to and Use of Property.** The Club will permit the Licensee to enter and use the property stated below to conduct only the following activities:

2. **Rent.** The Licensee will pay the Club the rent indicated below for access and use of the Property.

Seminar, Show, Trial, or Tournament in the premises, \$300/day

Club Meeting, Show & Go, Practices (e.g. Rally or Flyball) - in the premises, \$175/day

3. **Confirmation.** When the Licensee returns the rent payment, certificate of insurance (Note: a minimum of \$1,000,000 liability insurance is required), and properly executed Access and Use Agreement to the Club's representative, the reservation will be confirmed, and the Club's representative will send the Licensee a signed copy of said Agreement to confirm acceptance.

4. **Returned Checks.** If the Licensee's check is returned by the bank, this Agreement will be void, and the Licensee will owe the Club a \$50 returned check fee. This fee must be paid and a new Agreement negotiated for future rental by the Licensee.

5. **Cancellations.** The Licensee may cancel this Agreement more than sixty (60) days prior to the term and receive a full refund. Cancellations less than sixty (60) days but more than thirty (30) days prior to the term will be subject to a \$50 cancellation fee. Cancellations less than thirty (30) days prior to the term will be ineligible for any refund of the rental fee. If the property becomes unusable to any reason, the Club will notify the Licensee as soon as possible and will make a full return of the rent paid.

6. **Security Deposit.** A security deposit of \$200, made payable to Durham Kennel Club, Inc., is required for all rentals. This deposit must be paid no less than one week prior to the time access is given to the Licensee. This deposit will be refunded within a week of the end of the term provided the property is satisfactorily cleaned and restored to the condition it was in before the beginning of the term, without loss or damage to any Club property or equipment. Any costs of cleaning, repairs or replacements will be charged to the Licensee and deducted from the security deposit.

7. **Term.** It is expressly understood that the Licensee will have the right to enter and use the property for the stated uses above for the period beginning the _____th day of _____, 20__ and ending the ___th day of _____, 2015. Rental fee includes four (4) hours of setup time which may begin just prior to the rental period. Therefore, the Licensee may access the property at _____(time) on _____ (date) to setup and prepare for the event.

8. **Equipment.**

- a. The Licensee can expect to find the following equipment in the premises and **included** in the rental: enough gating to provide two rings, two sets of obedience jumps, soap, toilet paper and paper towels in both bathrooms, cleaning supplies, miscellaneous folding chairs, meeting tables, and grooming tables. Licensee may use the kitchen refrigerator and range. All equipment may be used inside the premises and must not be taken outside for any reason. All non-consumables must be returned clean and undamaged.
- b. Equipment **excluded** which must not be used by the Licensee under any circumstances includes all crates located in the building, all agility equipment in the premises, all kitchen paper products, condiments and other food stored in the kitchen, all small kitchen appliances, sound system, and electronic timer. Any and all other equipment located in the locked storeroom behind the kitchen is excluded from use. If there is evidence that the crates have been fouled or damaged during the rental, the Club will charge the Licensee the actual cost to clean, repair or replace the crate with a minimum charge of \$50. Equipment owned by the Licensee and stored outside the building is the responsibility of the Licensee and any damage or loss will be the responsibility of the Licensee. No equipment owned by the club may be stored outside the building.
- c. All equipment must be returned to its original position, and left in its original condition at the end of the term.

9. **Restoration of Property:** At the end of the term, the Licensee will peacefully surrender the property clean and in as good order and condition as when received. Inspection of the premises will be completed by the Club's representative.

10. **Insurance.** The Licensee will provide the Club with a Certificate of Insurance naming the Durham Kennel Club, Inc. as an additional insured/lessor on its general liability policy with coverage of at least \$1,000,000. This certificate is to be included with the rental Agreement and must be received before the reservation can be confirmed.

11. **Rules.** The Licensee agrees and stipulates that the following rules are an essential part of this Agreement and with which they will comply.

- a. Building access must stay in the possession of the Licensee's authorized representative until the completion of the rental period.
- b. The Licensee will clean up after all dogs on the property, both inside and outside the building. All fecal matter must be deposited in the outside dumpster and not left in trash containers in the building. If grooming is done inside the building, the Licensee is responsible for the removal

of all evidence of such activity and will be responsible for any and all cleanup costs of residue left behind.

- c. The Licensee will provide its own plates, napkins, and utensils. All food and waste products must be put into the outside dumpster and not left inside the building. All trash receptacles must be emptied into the outside dumpster. Vacuums, extension cords, and brooms will be available to facilitate cleanup. Cleaning supplies can be found in the closet in the men's bathroom or in the white supply cabinet outside the kitchen.
- d. At no time should anything be placed or stored closer than four (4) feet in front of the mirrors. Dumbbells or retrieving items should never be thrown toward the mirrors.
- e. No dogs are allowed in the kitchen.
- f. The overhead door at the end of the building near the kitchen may not be open for any reason.
- g. Chalk may not be used on the mats. Removable paper dots or residue-free tape may be used, but must be removed at the end of the term.
- h. Smoking is not allowed in the building.
- i. Sparring of dogs in any context at any time is absolutely forbidden on Club property.
- j. Weapons, concealed or otherwise, are not allowed anywhere on the property or in the building.
- k. Overnight parking and camping is allowed at the discretion of the Licensee. However, overnight parking is only allowed on the graveled areas, any unit must be fully contained and no dumping will be allowed on Club property. Licensee is responsible for any and all necessary cleanup and damage to the property.

12. Procedures for leaving the building

- a. Check each of the doors, including the overhead door, to make sure they are bolted.
- b. Make sure that the stove, bathroom heaters, and all faucets are turned off and that the toilets are not running
- c. In summer, set all thermostats to 85 degrees and "cool." In winter, the center thermostat will be set to "off." Set the other thermostats to 50 degrees and "heat."
- d. Turn off and double check all lights, including the outside flood lights and bathroom lights.
- e. With all doors closed, arm the alarm system following the instructions posted next to the alarm system keypad. Once you arm the system, you have sixty (60) seconds to exit through the front door. Replace the bar and padlock.

13. Indemnification. In consideration of the Club's consent for use of the property for the above described purposes, the Licensee agrees to indemnify and hold the Club and any and all of its members harmless from and against all costs, losses, claims, damages or expenses including attorney's fees, arising out of any loss of life, personal injury, property loss, or damage whatsoever, which results or accrues from, is connected to or is incidental to the entry and use of the Licensee hereunder, whether or not such loss, injury or damage is solely caused by the negligence of the Licensee. In undertaking the allowed entry and activities, the Licensee

will keep the property free from liens and claims of liens arising out of any work performed, materials furnished or obligations incurred.

14. **Hazardous Wastes.** Nothing in this Agreement will give the Licensee the right to use the property to treat, store, or dispose of any wastes or hazardous materials whatsoever.

15. **No Assignment.** This right of entry and use may not be assigned or transferred.

16. **Limitations to this Agreement.** Other than providing the Licensee with access to and use of the property specified herein, the Agreement is not intended to and does not create any other relationships, rights, claims or admissions between the Club and the Licensee.

17. **Unenforceability.** If any of the foregoing provisions is held for any reason to be unlawful or unenforceable the parties intend that only the specific words found unlawful or unenforceable are deleted from the Agreement and that the balance of the Agreement remains a binding and enforceable Agreement.

18. **Entire Agreement.** This Agreement represents the entire understanding of the parties with respect to access to and use of the property and supersedes any and all prior Agreements regarding the subject matter hereof.

19. **Contact Persons.** The Licensee's representative the Club is authorized to contact about this Agreement is
Name _____ phone _____ email _____

The Club's representative the Licensee is authorized to contact concerning matters relating to this Agreement is Patricia B. Koontz

EXECUTED as of the date first written above.

DURHAM KENNEL CLUB

Patricia Koontz, Chair
DKC Building Rental Committee

(Licensee)

Printed Name _____
Title _____
Address _____

Phone _____
Email _____

Mail or Email signed form to: Patricia B. Koontz
1002 Iredell Street
Durham, NC 27705
pbkoontz@earthlink.net