

## DURHAM KENNEL CLUB FACILITY RENTAL AGREEMENT

**EVENT:****MOVE IN DATES AND TIMES:****EVENT DATES:****MOVE OUT DATE AND TIME:****RENTED PREMISES:**

**THIS AGREEMENT made and entered into on (date)** \_\_\_\_\_ **by and between DURHAM KENNEL CLUB hereinafter called "DKC" and TENANT** \_\_\_\_\_ **hereinafter called "TENANT."**  
**TENANT REPRESENTATIVE** \_\_\_\_\_  
**ADDRESS, email, phone** \_\_\_\_\_

WHEREAS, Durham Kennel Club is the owner of the property at 7318 Guess Road, Hillsborough (Durham), North Carolina where the listed Rented Premises are located and

WHEREAS, TENANT desires to conduct the Event names above on the DKC Rented Premises on the dates listed above.

NOW THEREFORE in consideration of their mutual promises, the Parties agree to as follows:

1. Rental Rates: DKC shall rent to TENANT, the Rented Premises at the rate of \$300 per day for the building and an additional \$200 per day for the rental of the fenced field. Move in no earlier than 1 pm day prior to the rental. Earlier move-in will be charged at 1/2 the daily rate.
2. Payment and Cancellation Deadline: As a payment, TENANT will pay to DKC the full rental for the rental period at the time this Agreement is signed. If TENANT cancels this agreement, DKC will refund the monies paid.
3. Assignment. The properties and facilities herein referred to are rented by DKC to TENANT for the sole purpose of conducting the Event and this Agreement may not be assigned or transferred by TENANT.
4. Accepting/Maintaining Premises in Present Condition. TENANT accepts the Rented Premises and all other equipment or facilities covered by this Agreement in its present condition. The Rented Premises and equipment shall, at the termination of this Agreement, be returned to DKC in as good and safe condition as when TENANT took possession, and if any buildings, equipment, property or facilities are damaged or destroyed by TENANT, its agents, patrons, guests, or persons engaged in operating or conducting said Event, the same shall be replaced or repaired by TENANT immediately after consultation and coordination with DKC.
5. Equipment: All equipment shall be used inside the premises and shall not be taken outside for any reason. TENANT can expect the following equipment to be on the premises and included in the rental.
  - a. Gating to provide two rings, two sets of obedience jumps, grooming tables, folding chairs and meeting tables, bathroom amenities, cleaning supplies
  - b. TENANT may use the kitchen refrigerator, range and all small kitchen appliances.
 Equipment and Supplies excluded from use by TENANT
  - a. All Agility equipment on the premises
  - b. Electronic Timer, Sound System
  - c. Items located in kitchen drawers and cabinets
6. Insurance. TENANT shall furnish to DKC no later than fifteen (15) business days prior to occupying the Rented Premises a Certificate of Insurance for comprehensive general liability insurance, countersigned by an agent licensed in North Carolina, the premiums for which have been paid by the TENANT, in the amount of one million dollars (\$1,000,000.00) and listing DKC as an additional insured. The failure to provide the required event Certificate of Insurance on time will result in Event cancellation.
7. Liability and General Indemnity. DKC shall not be responsible for any contracts, agreements, or other obligations of TENANT in connection with the Event and shall not be liable for any damages, injury or other claims arising out of the Event. TENANT agrees to indemnify and hold harmless DKC, their officers, directors, and members by reason of any contracts, claims, or demands of any kind arising out of the Event and use of the Rented Premises.

- 8. Stickers. The use of tape other than Painters Tape or Gaffers Tape and or stickers or chalk is prohibited. TENANT may be financially responsible for any and all damages resulting from these materials being affixed to DKC property and the cost of removal.
- 9. Rules. TENANT agrees the following rules are an integral part of this Agreement
  - 1. TENANT will clean up after all dogs on the premises, both inside and outside the building. All fecal matter must be bagged and be deposited in the outside dumpster. All evidence of grooming must be cleaned up
  - 2. All food and waste products must be put in the outside dumpster. All trash receptacles must be emptied into the outside dumpster. Floor must be vacuumed.
  - 3. At no time may anything be placed in the red-boxed areas in compliance with Durham County Fire Regulations.
  - 4. No dogs in the kitchen
  - 5. No sparring of dogs on the premises
  - 6. The overhead door must remain closed at all times
  - 7. Smoking is not allowed in the building
- 10. Overnight parking is at the discretion of the TENANT. However, all units must be self-contained and there is no electric or dumping on the premises. TENANT is responsible for any damage and cleanup necessary to the premises.
- 11. DKC Access: A DKC Board Representative or the Rental Coordinator reserves the right to enter the premises during the rental period.
- 12. Limitations of the Agreement: Other than giving TENANT access to and use of the Rented Premises, this Agreement does not create any other relationships, rights or claims between DKC and TENANT.
- 13. Building Access. TENANT agrees to follow building opening and closing requirements including setting temperature and alarms. Information to be provided to TENANT by Rental Coordinator one week before move-in date.
- 14. Compliance with Laws. TENANT shall conduct the Event in an orderly and lawful manner, and in compliance with all applicable federal, state and local laws, rules and ordinances and comply with AKC Rules and Regulations.

DKC Rental Coordinator \_\_\_\_\_ date \_\_\_\_\_

Contact Information \_\_\_\_\_

TENANT Representative \_\_\_\_\_ date \_\_\_\_\_

Contact Information \_\_\_\_\_

DKC Use only

Payment Received \_\_\_\_\_

COI Received \_\_\_\_\_