# Dayton Dog Training Club, Inc. Building Rental Agreement

This Agreement is entered into as of	_ (date) by and between the Dayton Dog Training
Club (DDTC) and	(Lessee)
whose address and telephone number are	

All persons wishing to reserve the use of the building must sign this contract. Your signature on this contract constitutes responsibility for the attendees at your event, as well as any third parties engage to service the function. Lessee agrees that a DDTC representative will be on site during the event for which the building is being rented. If an onsite DDTC representative cannot be found to service your function, DDTC reserves the right to cancel this contract.

#### Fee Schedule (Attached)

- 1. A deposit fee is due with the signed contract. There is no guaranty the facility shall be available on the date(s) requested until a deposit is received. Proof of insurance must be submitted with the deposit.
- 2. The rental fee is due the last day of the event.
- 3. The deposit fee shall be returned within thirty (30) days after the event if there has been no rules violation, damage, or property loss.
- 4. The deposit fee shall be returned if the Lessee cancels at least three (3) months prior to the event.
- 5. DDTC reserves the right to cancel this rental agreement should it be unable to honor this agreement (e.g., no on-site DDTC representative available).

#### Legal Age

All persons applying to rent the facility must be at least 21 years of age.

# **References/Credentials**

In considering a rental request, DDTC may ask for references and/or credentials prior to signing a Rental Agreement.

#### **Facility Rules**

- 1. No modifications shall be made to the building, its electrical system, carpeting, walls, furnishings, or surroundings.
- 2. No nails, tacks, screws, staples, or paint-damaging tape shall be used on the walls or ceilings. Only tabletop and freestanding decorations are permitted.
- 3. No candles or flammable items may be used in the building.
- 4. No smoking or vaping is permitted anywhere in the building or within 20 feet of doorways.
- 5. No containers of food/treats (human and canine) can be left in the building overnight unless in sealed containers.
- 6. No guns are permitted in the building.
- 7. No liquor or drugs is permitted in the building or on the grounds.
- 8. No Tape, other than easy-off Painter's Tape, is permitted on the padded floors.
- 9. No use of office space, equipment or supplies is permitted. The Lessee is expected to provide their office equipment and supplies.
- 10. No telephone service is provided by DDTC. The Lessee must provide a cell phone for making/receiving emergency calls.
- 11. No use of building areas not covered by this rental agreement. The Lessee is responsible for ensuring that event attendees do not use or enter areas not covered by this agreement.
- 12. No trespassing on the private land surrounding the pond. This land is not part of the DDTC facility.

#### **Dog Grooming & Crating**

- 1. No dog grooming is permitted in rooms with padded floors.
- 2. No chalking is permitted in rooms with padded floors.
- 3. No sprays, other than water, are permitted in the facility.
- 4. Lessee must take every precaution to protect padded flooring.
- 5. Dogs may be crated in rooms with padded floors; however, a protective mat must be placed under the crate to protect the flooring (applies to all crate types to protect flooring from urine or water damage).
- 6. Violation of these rules can result in a \$500.00 cleaning/damage fee (minimum).

## **Equipment Usage/Breakage**

Lessee is only entitled to use of the equipment identified by this contract. Lessee is responsible for ensuring that event attendees do not use any other equipment within the facility. The Lessee agrees to pay DDTC for any equipment broken during facility use.

#### Insurance

Lessee shall provide documentation to DDTC indicating that they carry an insurance rider that specifically protects DDTC during the given event dates from any legal action that may arise because of the Event. Proof of insurance must be submitted with the deposit.

# **Facility Opening**

The Lessee is responsible for setting up the facility for the event. No DDTC members shall be expected to assist in this task. DDTC shall, however, clear and clean the floors before setup and the on-site DDTC representative shall supervisor event setup by the Lessee.

## **Facility Closing**

The Lessee is responsible for ensuring that the following tasks have been performed:

- 1. Cleaning the floors of all debris and trash and vacuuming (vacuums provided by DDTC).
- 2. Emptying trashcans, placing trash in dumpster outside. Should trash exceed the capacity of the dumpster, the Lessee shall remove the trash from the grounds.
- 3. Policing the grounds for any dog litter that needs to be disposed of appropriately.
- 4. Emptying all dog litter containers, placing the litter in plastic bags and depositing in the dumpster.

The on-site DDTC representative is responsible for ensuring that the facility is secured following event closure.

# **Emergencies**

All problems must be reported to the on-site DDTC representative immediately.

## **Disorderly Guests**

- 1. If anyone attending the event appears intoxicated or under the influence of drugs, it must be brought to the Lessee's and DDTC's attention immediately. The impaired individual's keys should be taken away and, if warranted, either the police or emergency personnel called. DDTC shall be held harmless for any failure by the Lessee to protect the welfare of the impaired individual either in the building, on the grounds or after leaving the grounds.
- 2. If anyone attending the event creates a disturbance or fight, it must be brought to the Lessee's and DDTC's attention immediately. The parties involved must be asked to leave the event immediately or the event must be canceled. If either action fails to dissipate the disturbance, the police should be called. DDTC shall be held harmless for any failure by the Lessee to protect the welfare of event attendees either in the building, on the grounds or after leaving the grounds.

# **Event Advertising**

Lessee cannot advertise the event as being <u>sponsored</u> or <u>hosted</u> by the Dayton Dog Training Club unless it is a jointly offered event that has been sanctioned by the American Kennel Club (AKC).

#### **Violation of the Terms**

If DDTC determines at any time that any violation of the terms of this agreement or any applicable laws, ordinances or regulations is likely to occur during the use of the premises during the Lessee's event, DDTC reserves the right to cancel this contract at any time. Any such determination shall be pursuant to our sole discretion and shall be binding and final and we shall not be liable to you, event participants or others you secure for the event for any such cancellation.

#### **Confirmation & Signature**

I have read and understand the Rental Guidelines as stated above. As the person taking responsibility for the facilities on the dates indicated below, I agree to abide by the conditions put forth.

ental Dates:				
	Lessee			
Organization Name (Please Print)				
Representative's Name (Please Print)				
Representative's Signature	Date			
Dayt	ton Dog Training, Inc.			
Representative's Name (Please Print)				
Representative's Signature	Date			

Please return signed copy of contract with your deposit to:

Dayton Dog Training Club, Inc. c/o Mary Beth Steinke 5102 Pyrmont Road Lewisburg, Oh 45338

**Note:** Only a DDTC officer or Board-appointed DDTC Representative can modify the terms of this contract. Modifications must be made in ink and initialed by the DDTC officer or representative before sending to the Lessee. The Lessee should initial the modifications to acknowledge revised terms before returning the signed contract to DDTC along with the deposit and proof of insurance.

#### FEE SCHEDULE

Building Rental is from 7:00 am to 6:00 pm the day(s) of the Event

#### **Deposit Fee:** \$250.00

The deposit fee shall be returned within 30 days following the event provided that no contract violations or equipment damage occurred. It shall also be returned if the Lessee cancels the event at least 90 days prior to the event. DDTC shall also return this fee should it determine that cannot fulfill the terms of this rental agreement. Proof of insurance must accompany the deposit.

# **Facility Rental Rates**

The facility rental fee is due the final day of the event. Please circle your rental needs.

**Event Setup Fee:** Not to exceed \$250.00. Set-up fee and time to be negotiated between the lessee and DDTC on a case by case basis.

# **Individual Room Rates (Per Day)**

When the entire building is not required for the event, individual rooms may be rented for the following prices.

•	Area A - Agility Area:	\$400.00	1/2 the Area is \$200
•	Area B – Ring 1/Kitchen Area:	\$ 75.00	
•	Area C – Rings 2 & 3 Area	\$150.00	
•	Area D – Rings 4 & 5 Area	\$275.00	
•	Area E – Rings 6 & 7 Area	\$275.00	

## **Hourly Rates**

- Agility area is \$50
  ½ the area is \$25 during non-class hours (6:30 PM until 9 PM)
  ½ the area is \$30 during class hours
- The rate for Obedience areas will be calculated using the actual cost of the area and/or the earning potential of the area for the day and time requested.

Entire Building Rate, excluding Office Area (Per Day) and Area E \$800.00 Entire Building Rate (Per Day) \$1,000.00

#### **Equipment**

- Obedience Equipment, Gating Equipment, Tables & Chairs: Included in building rental fees
- Agility Electronic Timers: \$100.00 per day
- Agility Equipment for One Ring: \$100.00 per day (\$10.00 per hour)
- Individual Agility Equipment Rates when not renting an entire ring
  - A-Frame, Dog Walk: \$15.00 per day per piece
  - Tunnel, Chute, Teeter, Table: \$10.00 per day per piece
  - Jumps: \$5.00 per day per piece

Total Fees as discu	ıssed between 1	e Lessee and	the DDTC re	epresentativ	νe
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\$				
For:				