

ACCESS AND USE AGREEMENT
for
Durham Kennel Club Building
7318 Guess Road, Hillsborough, NC 27278
or
Land located at 1700 Harris Road, Rougemont, NC

THIS AGREEMENT, dated this _____ day of _____, 2_____, is between the DURHAM KENNEL CLUB, INC., a nonprofit 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”) or the Club’s land located at 1700 Harris Road, Rougemont, NC (“the land”) (collectively “the property”).

The Club, in consideration of the covenants and conditions contained in this Agreement and in so far as its right title and interest permit, grants the Licensee permission to enter on said Club’s property for the purposes stated below, 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, as specified below, to conduct the following activities only:

2) **Rent.** The Licensee will pay the Club the rent indicated below for access to and use of the property:

- Seminar, Show, Trial, or Tournament in the premises: \$300/day
- Club Meeting, Show & Go, Rally practice, Fly ball practice etc. in the Premises: \$175/day
- The Land: \$50/day

a) **Confirmation.** When the Licensee returns the rent payment, certificate of insurance (**Note: a minimum of \$1,000,000 liability insurance is required**), and executed Agreement to the Club, at the address at the bottom of this Agreement, the reservation will be confirmed. Upon receipt, the Club will send the Licensee a signed receipt to confirm acceptance of the Agreement.

b) **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 \$40 returned check fee. This fee must be paid and a new Agreement negotiated for future rental by the Licensee.

c) **Cancellations.** The Licensee may cancel this Agreement more than sixty days before the term and receive a full refund. Cancellations less than sixty days but more than thirty days will be subject to a \$50.00 cancellation fee. Cancellations less than thirty days will not be eligible for any

refund of the rental fee. If the property becomes unusable for any reason, the Club will notify the Licensee as soon as possible and will make a full refund of the rent paid.

3) **Security Deposit.** A security deposit of \$200.00, made payable to Durham Kennel Club is required for all rentals. This deposit must be paid at the time the building keys are picked up. This deposit will assure that the property is returned in clean condition, and without damage. It 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 reduced from the security deposit.

a) Building rental does not include use of the crates. If there is evidence that the crates have been fouled or damaged during the rental, DKC will charge the Licensee the actual cost to clean, repair, or replace the crate, with a minimum fee of \$50 will be deducted from your security deposit.

4) **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 ____/____/____ and ending ____/____/____. The Licensee may access the property at 5 pm on the day before the term to begin set up and preparation for the event. However, any day on which any portion of the event is conducted will be subject to a full day's rent.

5) **Contact persons.** The representative of the Licensee whom the Club is authorized to contact concerning matters relating to this Agreement, and contact information is as follows:

The representative for the Club whom the Licensee is authorized to contact concerning matters relating to this Agreement is listed at the end of this Agreement.

6) **Included/Excluded Equipment.** 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, kitchen serving utensils, large and small coffee pot, miscellaneous folding chairs, meeting tables, and grooming tables. All of this equipment may be used inside the premises; may not be taken outside for any reason, and must be returned complete, clean and undamaged.

The following equipment is **excluded** and must not be used by the Licensee under any circumstances: all crates located in the building, all agility equipment in the premises, all kitchen paper products held for Club use; condiments and other food stored in the kitchen; TV/VCR; sound system; electronic timer, and all other equipment located in the storeroom behind the kitchen.

All equipment, whether included or excluded, must be returned to its original position, and left in its original condition at the end of the term. We suggest you contact Best Rent-All, Inc. at 2410 Guess Road, Durham (286-3708) (Monday B Saturday, 7:30 B 5:30) for your equipment needs.

Date: October 29,2010

7) **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.

8) **Insurance.** the Licensee will provide the Club with a Certificate of Insurance, naming the Durham Kennel Club, Inc. as additional insured/lessor on its general liability policy, with coverage of at least \$1,000,000. This certificate is to be mailed to the address at the bottom of this contract, and must be received before the reservation can be confirmed.

9) **Rules.** The Licensee agrees and stipulates that the following rules are an essential part of this Agreement and will be complied with.

a) Building keys will be returned directly, in person, to the Club representative upon completion of the event. They are not to be mailed; and they are to stay in the immediate possession of the person authorized to act on behalf of the Licensee at all times until they are returned.

b) The Licensee will clean up after all dogs on the property, both inside and outside. All fecal matter must be picked up and 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. Cooking utensils are available for use, but they must be cleaned, dried and put away prior to leaving the building. All food, waste, and newspaper products should be put into the dumpster and not left inside the building. If the coffee pot is used, it must be cleaned out and left open after cleaning, so that it will not mold. Vacuums, extension cords, and brooms will be left outside the storage closet to facilitate cleanup. Cleaning and paper supplies can be found in the closet in the men's bathroom or in the white supply cabinet.

d) At no time should anything be placed or stored closer than four (4) feet in front of the mirror. Dumbbells or retrieving items should never be thrown toward the mirror.

e) Dogs may not be crated in the kitchen.

f) The overhead door at the end of the building near the kitchen may not be opened 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.

- j) Weapons, concealed or otherwise, are not allowed anywhere on the property or in the building.
- k) Overnight parking and camping are not allowed.

- l) Procedures for leaving the building:
 - i) Check each of the doors, including the overhead door, to make sure they are bolted.
 - ii) Make sure that the stove, bathroom heaters, and all faucets are turned off and that the toilets are not running.
 - iii) 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.”
 - iv) Turn off and double check all lights, including the outside flood lights and the bathroom lights; and
 - v) With all doors closed, turn on (arm) the alarm system following the instructions posted next to the alarm system keypad. Once you arm the system, you have 60 seconds to exit through the front door. Lock the door from the outside, and replace and padlock the iron bar.

10) **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 if 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.

11) **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.

12) **No Assignment.** This right of entry and use will not be assigned or transferred.

13) **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.

14) **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.

15) **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.

