

## Dayton Dog Training Club, Inc. Building Rental Agreement

This Agreement is entered into as of \_\_\_\_\_ (date)

by and between the Dayton Dog Training Club, Inc. "DDTC" (Lessor) and

\_\_\_\_\_ (Lessee)

whose email address: \_\_\_\_\_

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 engaged 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 six (6) months prior to the event. There is no guarantee 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 or flooring. 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 chalking is permitted in rooms with padded or turfed floors.
2. No sprays are permitted in the facility.
3. Lessee must take every precaution to protect the flooring.
4. 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).
5. 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. The building will be available for setup after 9:00pm or after the last class of the evening. There will be no access to the building while classes are in session, even just to bring items into the building. Our classes are our primary business and will not be disturbed. 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 supervise 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 rep. 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 sponsored or hosted 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.

**Rental Dates:** \_\_\_\_\_

<b>Lessee</b>	
Organization Name (Please Print)	
Representative’s Name (Please Print)	Representative’s Signature
<b>Dayton Dog Training Club, Inc</b>	
Representative’s Name (Please Print)	
Date	Representative’s Signature

Please return signed copy of contract with your deposit to:

Dayton Dog Training Club, Inc.  
c/o Kathy Condron  
1338 Tartan Cr.  
Miamisburg, OH 45342

**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 3 months prior to the event. DDTC shall also return this fee should it determine that it 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:** The building will be available after 9:00pm or after last class the evening before rental. Setup times to be coordinated between the Lessee and DDTC on a case-by-case basis. (See FACILITY OPENING in the Contract)

### **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 Room:	\$450.00	1/2 area \$225.00
Area B-Rings 4 & 5:	\$275.00	
Area C-Rings 6 & 7	\$275.00	
Area D- Rings 2 & 3	\$100.00	
Kitchen Room:	\$ 75.00	

### **Entire Building Rate – All Areas Noted Above (Per Day)**

**[Excluding Office & Storage Areas and Northwest Corner (Ring #1 behind Kitchen)]**

- \$1000.00 or \$800.00 (without Lower Level Area C – Rings 6 & 7)

### **Hourly rates**

Agility area is \$80 (1/2 the area is \$40) during non-class hours (6:30 PM until 9 PM) or \$90 (1/2 the area is \$45) 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.

### **Equipment**

- Obedience Equipment, Gating Equipment, Tables & Chairs: Included in building rental fees
- Agility Equipment & Timers: \$100.00 per day

**Total Fees as discussed between the Lessee and the DDTC representative**

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\_\_\_\_\_  
Lessee Initials

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DDTC Rep Initials