



FACILITY RENTAL AGREEMENT

Today's Date _____

Renter Information

Renter Name _____

Phone _____ Fax _____ Email _____

Address _____

Contact Person _____ Phone _____ Email _____

The "Renter" agrees to rent the indicated space from Planet Lucky Dog, Inc., d/b/a Lucky Dog Sports Club, hereby referred to as Lucky Dog, during the stated dates and times, in accordance with the terms of the rental contract. The space will be available to the renter during the total times stated on the face of this contract ONLY; therefore Renter should provide sufficient time for setup and cleanup. Additional hours are calculated at the appropriate hourly rate.

Event Information

Rental Area _____ Name of Event _____

Rental Date _____ Time of Event: Start _____ End _____

Rental Date _____ Time of Event: Start _____ End _____

Setup Time: _____ Cleanup End Time _____

Marquee (outside signage) Message _____

Renter's Insurance Information: _____

Expected Attendance: People _____ Dogs _____

Fee Information

Security Deposit \$ _____

Rental Fee \$ _____

Cleaning Fee \$ _____

Marquee Fee \$ _____

Other \$ _____

Total \$ _____

Deposit \$ _____

Balance Due \$ _____

Facility Rental Fees

Be sure to include your set up and clean up in figuring total use time. Rate is for a single area of Lucky Dog. To rent the entire facility, add an additional 50% of the rate.

Hourly Rate: \$45 per hour (2-hour minimum)
Half-Day Rate: \$150 - 4 hours or less (\$37.50 per hr)
Full Day Rate: \$275 - 8 hours or less (\$34.39 per hr)
Two Day Rate: \$395 - Total of 16 hours or less (\$24.69 per hr)
Cleaning Fee: \$40
Security Deposit: \$200

Other Fees

Marquee Fee: \$25 - 1 to 7 days announcing event (one side)
Party Planning: \$50 per hour
Party Supplies: cake, invitations, treats, goody bags, etc. are priced individually. Please inquire.

The above balance is due in full at least 30 days before the date of use unless this agreement is completed closer to the date of usage, in which case the fee is due and payable at submission of the agreement. Extra hours the facility is used, over and above the agreed upon number, will be deducted from the security deposit. There is a returned check charge of \$50.

In consideration of the payment of the rental fee and the agreement of the Renter to comply with this contract, Lucky Dog agrees to make the space indicated in page 1 available to the Renter for the dates and times set forth. By signing this Contract, Renter agrees to the following: *(Please initial each section in the underlined area. indicating your agreement to comply with all statements therein.)*

Initial

I. Payment for Space Rental

A. Space Rented. The fee is the same for rental of either of two spaces and depends upon availability. The first space is the indoor facility, which has a 1200 s.f. training room with impact absorbing ½" rubber floor. The second consists of the outdoor fenced training field, which can accommodate a 90' x 70' agility course in addition to a separate crating area, The footing is grass and there is good lighting for night use. Both facilities will include bathroom access and the front patio area.

B. Deposit. The deposit stated is due at the time of the completion of this Agreement. The Deposit will be returned to the Renter upon satisfactory inspection of the rented facility after use. Portions of the deposit will be retained to compensate for any damages or additional clean up cost attributable to the Renter. The following conditions must be met to receive the deposit back in full: (a) The room(s) and facility (including outside areas used) are left in a clean and orderly manner; (b) Use of the facility does not exceed the scheduled time; (c) All equipment is accounted for and undamaged; (d) Damage to the area or its contents has not occurred; (e) All rules and procedures governing alcohol and smoking are met; if not, the entire deposit is forfeited; (f) All municipal laws are met. If the cleaning or repair fee is greater than the deposit, the Renter will be billed for those additional costs. Deposits will be refunded via check within 30 days post event.

C. Rental Fee. The rental fee is due in full at least 30 days before the date of use unless this Agreement is completed closer to the date of usage, in which case the fee will be due and payable during submission of the Agreement.

D. Cancellation/Refund. If cancellation by either party is more than thirty (30) days before the scheduled use of the facilities, the rental fee and deposit will be returned. If Renter cancels 15 to 29 days prior to the event, Lucky Dog will retain a 10% cancellation fee. If Renter cancels within two (2) weeks of the event, the Lucky Dog will retain a 25% cancellation fee. In all cases, the minimum cancellation fee retained will be \$25.

E. Returned Checks. There will be a \$50.00 fee for any returned check.

II. Setup - Cleanup - Caterers - Decorations

A. Setup. Access to the facilities for setting up, including Caterer's setup, will be during the total usage hours stated on the face of this agreement ONLY. Lucky Dog staff will not be responsible for the moving, setting up, or taking down of any equipment brought in by or for the Renter and/or Caterer. Renter is totally responsible for all setup and break down, including stacking of all facility chairs.

B. Cleanup. The premises must be left in as good a condition and repair as found at the beginning of the rental period. All food, beverages, equipment and rented supplies must be removed from the premises immediately after each use of the facilities AND NO LATER THAN THE EXIT TIME STATED ON THE FACE OF THIS AGREEMENT, or you will be charged an excess fee. If not paying the extra cleaning fee, all areas used must be cleaned and left in an "as found or better" condition. All floors must be swept and/or vacuumed after use of space, all chairs used must be stacked, the bathroom must be cleaned, and all tile floors in the areas used should be mopped with disinfectant. All trash must be removed from the building and placed in an appropriate dumpster or other outside trash container. Renter must immediately take care of any major spillage that may occur. If spillage seeps below the rubber flooring, the rubber mats must be raised and cleaned beneath. If Renter is unable to clean facility, Lucky Dog will have area professionally cleaned at Renter's expense. All lights and fans must be turned off and doors and windows closed and locked before Renter leaves. The key card (if applicable) should be placed in the drop box outside and to the left of the front door.

C. Decorations. Except with the prior written consent of the Director, Renter shall not (a) cause or permit the facilities to be injured, marred, or in any manner defaced or changed; (b) place any nails, hooks, tacks, screws or other fasteners into any part of the facilities; (c) place or permit to be placed taped signs on painted walls in any part of the facilities. No decorations such as posters, pictures or banners are to be fastened to walls or woodwork inside or out. No birdseed, rice, confetti, glitter, or sparkles can be used. The use of burning decorative candles or any other type of open flame (with the exception of Sterno, see below, and birthday candles) is not allowed.

D. Food Prep. Caterers, if used, must have proper licenses and liability insurance coverage. There will be NO cooking of food on the premises. Chafing dishes with Sterno cans may be used. Lucky Dog requires that a copy of the Caterer's Certificate of Insurance be made available for its files at least two weeks before the catered event.

E. Equipment. All Caterers' equipment must be removed the day of the event. The Lucky Dog is not responsible for any lost or stolen Caterers' or Renters' property or equipment rented for use by the Caterer or Renter.

III. Food, Beverage and Products

A. Alcohol. Alcoholic beverages are strictly prohibited for use by the Renter and all Renter's guests or participants anywhere on the grounds or in the facility.

B. Food and Beverage. Food and beverages are only allowed in the rented space.

C. Tobacco. Smoking is not permitted inside any part of Lucky Dog facilities. Outside, butts must be properly disposed of.

IV. Destruction and Damage

A. Damage. If anyone damages the facilities or equipment during the rental period, Renter shall pay for all necessary repairs. This includes any damage to the agility equipment (if allowed by agreement), when used by anyone other than those authorized by Lucky Dog.

B. Destruction. If Lucky Dog facilities are destroyed or damaged by fire or any other cause or unforeseen occurrence that shall make the fulfillment of the Agreement impossible, then this Rental Agreement shall terminate, payments will be returned and Renter waives all rights to any claims against Lucky Dog.

V. Facility Use

A. Compliance. Renter agrees that any use of Lucky Dog facilities will comply with all statutes, ordinances, rules and regulations issued by Federal, State and municipal governments, including all rules of the Jupiter Police and Fire Departments.

B. Licenses & Payments. Renter agrees to obtain or collect and to pay and deliver to the proper governmental agency or regulating authority, any and all license fees, permits, royalties and taxes required in connection with the use of the facilities.

C. Hazardous Material. Renter agrees not to bring on to the premises any material, substance, equipment or object which is likely to endanger the life of, or cause bodily injury to any person or property or which is likely to constitute a hazard.

D. Firearms. Firearms are not permitted on the property at any time.

E. Private Lessons. Unless otherwise specified and agreed upon in advance by Lucky Dog, private dog training lessons by Renter are not permitted.

VI. Responsibility and Indemnity

A. Conduct. The conduct of all participants and guests while on Lucky Dog property shall be the responsibility of the Renter. Renter also accepts all responsibility for any injury to person(s) or property, or loss of or

damage to property or theft of personal property on Lucky Dog premises during the rental period, or resulting therefrom. Failure by any individual or group to follow all applicable rules and regulations will be cause for eviction. Lucky Dog retains the right to evict objectionable persons from the premises. Repeated violations may result in denial of future reservation requests.

B. Indemnity. Renter shall release, indemnify, keep and save harmless, Planet Lucky Dog, Inc. d/b/a/Lucky Dog Sports Club, and SynerChi, Inc., its agents, officers, or employees from any and all responsibility or liability for any and all damages or injury of any kind or nature whatever (including death) to all persons, whether agents or employees of the Renter or persons attending the events for which the premises have been leased, and to all property damage proximately caused by, incident to, resulting from, arising out of, occurring in connections with, the use by the Renter of the premises. The provisions of this section shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses, including reasonable attorney's fees. Lucky Dog may require groups to name Lucky Dog Sports Club, as well as SynerChi, Inc. (the landlord), on their liability policy as additional insured for the time of the event and to provide a copy of the insurance.

VII. Security

A. Building Security. Lucky Dog is not responsible for any valuable items left in the facilities. Lucky Dog should be locked when not in use, but others may use the facilities during this rental period and parts of the buildings may be open to the public. The Renter should take necessary precautions to protect valuable personal property.

B. Building Safety.

1) Capacity. The Renter will not invite or admit dogs in excess of a safe capacity or admit a larger number of persons than can safely and freely move about in the rented areas.

2) Exits. No portion of any passageway, or exit shall be blocked or obstructed in any manner.

VIII. Dog Issues

1) Dogs shall be allowed to relieve themselves in the grassy areas around the parking lot. It should be avoided within the fenced training field.

2) No dog shall be allowed to relieve itself against the building structure and any accidents of this nature that occur should be cleaned by the handler of the dog using the cleaning sprays provided by Lucky Dog.

3) All feces should be immediately picked up and disposed of in the appropriate trash containers. If this occurs inside, a disinfectant should be used after disposal of solid waste.

4) Renter is required to use all due caution in assuring that aggressive dogs do not harm people or other dogs on the premises. Aggressive dogs must be immediately excused from the premises.

5) Unless otherwise agreed upon, absolutely no use of agility equipment by renters will be allowed unless a Lucky Dog Sports Club agility instructor is providing supervision AND written permission is obtained. This is a dog safety issue and will be strictly enforced. Depending upon the event, exceptions will be made.

6) All dogs must be on lead outside when not in the fenced area. They must enter and exit the facility on lead.

7) Electronic training devices (such as remote collars) of any kind are prohibited.

8) Dogs should be on a flea control program. Dogs with external parasites must be excused from the premises. They must be up to date on vaccinations, including rabies.

9) Food and treats for the dog guests may be brought in by the Renter or purchased from Lucky Dog. Dogs may fight over food so care must be taken when providing treats and food to the dogs. Food falling to the floor should be picked up immediately.

10) The nearest emergency veterinary facility is located on the property: Emergency Pet Care of Jupiter

(561-746-0555). They are available during the week after 6 pm and on weekends from 6 pm Friday through 8 am Monday. If they are not open, the Renter or owner should call the dog's regular veterinarian. If unavailable or impractical, call Harmony Animal Hospital (561-746-5501; 1401 W. Indiantown Road).

VIX. Other

A. Parking. No person shall park in the area directly facing the south side of the building. This is reserved for critical cases of Emergency Pet Care of Jupiter.

B. Sound and Noise. Renter should exercise restraint in terms of noise and should not use any device that is audible beyond the confines of the premises, which may be reasonably considered disruptive to Lucky Dog's neighbors.

C. Concurrent Activities. The use of the premises by Renter shall not interfere with other programs or activities that may be going on at the same time in other areas of the property.

If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

By signing this Rental Agreement, the Renter acknowledges having read and comprehends this contract, and understands that this Rental Contract is binding on both parties and the organizations they represent.

RENTER:

LUCKY DOG SPORTS CLUB

Signature _____

Signature _____

Print Name _____

Print Name _____

Title _____

Title _____

Organization _____

Date Signed _____

Phone _____

Date Signed _____

Lucky Dog Sports Club
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