

Pd. Deposit
\$250 by CC
5/16/19 (amu)

Canterbury Showplace, Inc. Rental Agreement 2020

Event: **FDGA GIG & RUTFEST**

Date: **March 28 – 29, 2020**

This Agreement, made this 1st day of May, 2019, by and between Canterbury Showplace, Inc. (hereinafter called "Lessor" with its principal place of business at 23100 West Newberry Road, Newberry, FL 32669-2201) and FDGA Gig & Rutfest, (hereinafter called "Lessee") c/o Judy Rummel, 352-665-3066, rumhillacres@gmail.com

WITNESSED: WHEREAS, Lessor is the owner of a certain equestrian show facility and Lessee is desirous of leasing such facilities.

NOW, THEREFORE, in consideration of the covenants, agreements and conditions and other good and valuable considerations, the parties hereto agree as follows:

- Subject to the provisions of the covenants and conditions hereinafter set forth, Lessor leases, and the Lessee hereby hires the show facility as specified on Attachment A.
- Four wheelers are not permitted by anyone on the grounds. Mopeds, scooters and golf carts are allowed but must be driven by a licensed person only. No children. All persons must adhere to the speed posted of 10 mph at all times.
- All dogs must be leashed pursuant to Alachua County Code Chapter 72, Section 72.20 and 72.21. Failure to comply may result in the impounding of dogs and a fee of \$50.00 imposed for its release. See amendment attached for additional agreements.
- **A deposit of \$250.00** will be required with this signed agreement. This contract is null and void if deposit is NOT received with signed agreement. Balance of the contract amount will be due no later than one (1) hour after the completion of the event.
- No vendors are allowed on the grounds without prior permission. Any vendor of any type contacting Lessor will be referred to Lessee. Canterbury will collect a \$35.00 per day vendor fee from Lessee.
- Cancellation: No refund of deposit.
- Local and State Taxes: Lessee is subject to State and Local taxes on all retail sales. Collection to be made by State and Local Department of Taxes.
- Sub-Lease: Lessee agrees NOT to assign, sub-lease, sub-contract or transfer a portion or share in whole or in part of the show facility space assigned to him without consent of Lessor.
- **Lessee agrees to leave show facility in the same condition as found on the first day of lease. In the event the Lessee fails to leave the property in the same condition as received Lessee shall be assessed a clean up fee of \$500.00. This includes damage to show office by dogs, tape, pins, tacks, etc., stuck to painted surfaces.**
- Claims: No claims for injury to any person or damage to or loss of any property on account of fire, theft, or any cause shall be made against the Lessor, its officials or agents by or on behalf of the Lessee on account of this Agreement.

- **Liability:** Lessor shall not be liable or otherwise responsible for any damage to, loss, or theft of property belonging to the Lessee or to any of his representatives, agents, employees, business invitees, visitors, guests or any personal injury to Lessee or aforementioned persons, unless damage, loss, theft or personal injury was proximately caused by gross negligence of the Lessor. Nor shall the owner or operator of the show facility be liable for any damage, loss theft, or personal injury. Lessee is liable for and agrees to pay promptly any and all damage to the show facility or its equipment, which damages caused by Lessee, or by any of his representatives, agents, employees, business invitees, visitors or guests.
- **Insurance:** Lessee hereby agrees to indemnify Lessor and hold it harmless of and from all claims for personal injury, death or property damage and from any other losses, damage or expenses, including attorney's fees which arise out of, in connection with, or by any reason the use of space provided herein, by Lessee. Lessee further agrees to undertake at its own expense the defense of any action that may be brought against Lessor claiming damages which are alleged to have arisen out of or by reason of the use of the show facility, provided herein by Lessee. Lessee must provide insurance coverage with limited as required by USEF but not less than One Million (\$1,000,000.00) Dollars, naming Lessor as co-insured. Lessee must provide Lessor with a Certificate of Insurance no later than fifteen (15) days prior to start of lease agreement.
- Lessee shall NOT make any alterations or additions to the structure, equipment or fixtures of the lease premises without first securing the Lessor's written consent.
- **Right of Access:** Lessor or its designated representative shall have right of access to the premises at all times.
- **Rules and Regulations:** Lessor agrees to abide by such rules and regulations as may be promulgated by the Lessor from time to time.
- **Default:** In the event of any default in any of the terms, covenants and conditions of this lease by either party hereto and it shall become necessary to enforce the terms, covenants and conditions hereof by legal action, and in doing so if it becomes necessary to place the same in the hands of an attorney for such action, the defaulting party agrees to pay all reasonable costs of such proceedings, including reasonable attorney's fees.
- Any events which Lessor feels may require a Special Temporary Use Permit issued through the City of Newberry will be referred to the City of Newberry, Newberry, Florida. Lessee will be responsible for obtaining said permit.
- It is agreed that Lessor shall not be liable for conditions caused by terrorist actions, insurrections, riots or acts of God and any weather conditions making the occupation of the facility uninhabitable. In such event, Lessor's liability will be limited only to the return of the rental monies previously paid by Lessee.

LESSEE ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT AND IS FAMILIAR WITH THE PROVISIONS AND CONDITIONS THEREOF. THIS AGREEMENT CANNOT BE ALTERED, AMENDED OR OTHERWISE MODIFIED UNLESS IN WRITING SIGNED BY EACH PARTY.

Canterbury Showplace, Inc.

23100 W Newberry Road

(352) 472-6758 fax (352) 472-4289

EllenMarie Ettenger
Manager

Organization

FDGA
Goats in Gatorland
Rutfest

Phone/email

(352) 665-3466

Schedule A

Horse Stalls: Two (2) Day show stall are \$30.00 each or \$15.00 per day. Each additional show day will be assessed at a rate of \$12.00 per day. Shavings – to be furnished by Canterbury only, no other bedding vendor allowed. (Exhibitors are permitted to bring in their own bedding for their personal use). Current market price plus applicable tax per bag delivered to your clients stall. NO OTHER TYPE OF BEDDING ALLOWED or a \$30.00 per stall fee will be assessed (i.e., straw, pelleted bedding, peanut hulls, etc.). A minimum of 2 bags per horse stall are required.

Move In time: is 11:00 AM the day before the start of the show and move out is Midnight on the last day of the show. Portables – \$25.00 per stall shall be assessed for removal of mature and wear and tear on property. ABSOLUTELY NO OVERNIGHT TYING OR PANELS ALLOWED.

COVERED ARENA – rental includes a warm-up area, PA System, show office, kitchen area and clubhouse for feeding of officials. The arena will be available at 12:00 noon the day before the show (evening lighting extra) \$650.00 (plus applicable sales tax) per day.

2 days at \$650.00 plus tax = \$1300.00

ARENA LIGHTING - \$40.00 per hour for any usage for lighting past 1 hour after end of show, evening before show and before 7:00 a.m. days of show.

RV HOOKUPS (up to 50 amp service) \$35.00 per day/night (including sales tax).

Use of clubhouse for feeding officials and kitchen are included with rental of covered arena.

All stipulations of this Attachment A and Rental Agreement will be strictly enforced. Attachment A is made part of the Rental Agreement and the Rental Agreement is null and void if not attached to original contract with signatures.

Signed

Judith K Rummel

Print your Name

Judith K Rummel

Date

5-16-2019

Contact Phone

352 665-3466