

Canterbury Showplace, Inc. Rental Agreement

This Agreement, made this 25th day of April, 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 **Southeast Horse Shows** (hereinafter called "Lessee") c/o Carlie Evans

Dates: January 4 – 5, 2020; February 1 – 2, 2020; February 22 – 23, 2020; April 4 – 5, 2020 (TENTATIVE); April 25 – 26, 2020; June 6 – 7, 2020; July 11 – 12, 2020 (TENTATIVE); August 1 – 2, 2020; November 7 – 8, 2020 (TENTATIVE).

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:

1. 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.
2. Lessee agrees to host a minimum of 7 USEF/USDF recognized dressage shows per calendar year. Lessor and Lessee agree that Lessee has exclusive rights to all USEF/USDF recognized Dressage shows. Any other recognized USEF/USDF recognized shows must obtain prior permission from Lessee (Southeast Horse Shows, LLC)
3. Lessor and Lessee agree that Southeast Horse Shows, LLC has the exclusive option to renew contract on a year to year basis.
4. 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.
5. 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.
6. A cancellation fee of \$1,000.00 will be required for any shows Cancelled under this contract.
7. 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.
8. 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.
9. 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.
10. 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.
11. Lessor can provide traffic control and parking assistance for spectators. This fee will be determined by the size of the event.
12. 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

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.

13. 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.
14. 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.
15. 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.
16. Right of Access: Lessor or its designated representative shall have right of access to the premises at all times.
17. Rules and Regulations: Lessor agrees to abide by such rules and regulations as may be promulgated by the Lessor from time to time.
18. 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.
19. 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.
20. 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

Ellen Marie Etterger
Manager

Organization Southeast Horse Shows LLC

Chas J. Evans

SEhorseshows@gmail.com

Phone/email 352-25-0710 -Carlie
Cell

Attachment A 2014

Horse Stalls – One (1) days show stalls are \$25.00 each (includes 2 bags of shavings). Two (2) day shows are \$45.00 each (includes 2 bags of shavings). Each additional day over 2 add \$12.00 per day.

Tack Stalls – One (1) day tack stalls are \$25.00 each (No shavings). Two (2) days shows are \$45.00 each (No shavings). Each additional day over 2 add \$12.00 per day.

(Move in time is 12:00 noon the previous day and move out is 8:00 a.m. the day following the last day of the show. ANY HORSES ARRIVING EARLY OR LEAVING LATE WILL BE BILLED FOR EARLY/LATE STABLING REGARDLESS OF WHO OWNS THEM @ \$20.00 PER HORSE). Portables – a \$15.00 fee per stall shall be assessed for removal of manure and wear and tear on property. NO OVERNIGHT TYING OR PANELS ALLOWED.

Shavings – to be furnished by Canterbury only (current market price) per bag delivered to your clients' stalls \$. _____ per bag (plus sales tax). NO OTHER TYPE OF BEDDING ALLOWED OR A \$30.00 PER STALL FEE WILL BE ASSESSED FOR REMOVING (i.e., straw, pelleted bedding, etc.) A minimum of 2 bags per stall are required or client will be delivered and Lessor billed for 2 bags of shavings at current rate.

COVERED ARENA – rental includes a warm-up area. PA System, show office. Use of fax machine is \$1.00 per page and use of copy machine will be ten (10) cents per copy. The arena will be available at 12:00 noon the day before the show (evening lighting extra) \$650.00 (plus sales tax) per day _____ days at \$650.00 = \$ _____.

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 the show.

OUTDOOR RING 1 - \$250.00 per day _____ days at \$250.00 = _____

GRASS RING - \$150.00 per day _____ days at \$150.00 = _____

DRESSAGE COURT - \$175.00 per show (includes set up fee) = \$175.00

RV HOOKUPS (up to 50 amp service) \$35.00 per day/night (tax included) \$ _____

PADDOCKS - \$40.00 per day or \$75.00 for 2 day show – limit 2 horses per paddock. Each additional day add \$12.00 per paddock

CLUBHOUSE - \$150.00 per show day. _____ days at \$150.00 = \$ _____

GROUNDS/HAUL-IN FEE \$10.00 per horse per day (plus day before show if they haul in to school).

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: _____

Date: _____

Print your Name: _____

Alan S. Evans