

Canterbury Showplace, Inc. Rental Agreement

EVENT: **Western Sport Horse Event**

Date: **November 9, 2019**

Pd. Deposit
\$250
Check #
1771

This Agreement, made this **2nd** 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 and **Western Sport Horse, c/o Kim Horn** (hereinafter called "Lessee").

WITNESSED; WHEREAS, Lessor is the owner of Canterbury Showplace 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. Four wheelers are not permitted by anyone on the grounds. Mopeds, scooters and golf carts are allowed but must be driving by a licensed person only. No children. All persons must adhere to the speed posted of 10 mph at all times.
3. 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 \$100.00 imposed for its release. See amendment attached for additional agreements.
4. A deposit of **\$250** 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.
5. 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.
6. Cancellation: **NO REFUND OF DEPOSIT.**
7. Local and State Taxes: Lessee is subject to State and Local taxes on all retail sales.
8. 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.
9. 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 forfeit their deposit as a clean-up fee. This includes damage to show office by dogs, tape, pins, tacks, etc., stuck to painted surfaces.
10. 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 Lessee. 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 its representatives or exhibitors.

11. 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.
12. 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 arises 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 limits 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.
13. Lessee shall NOT make any alterations or additions to any structure, equipment or fixtures of the lease premises without first securing the Lessor's written consent.
14. Right of Access: Lessor or its designated representative shall have right of access to the premises at all times.
15. Rules and Regulations: Lessor agrees to abide by such rules and regulations as may be promulgated by the Lessor from time to time.
16. 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 attorney's fees.
17. Any events which Lessor feels may require a Special Temporary Use Permits issued through the City of Newberry will be referred to the City of Newberry, Newberry, Florida.
18. 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
Newberry, Florida 32669
(352) 472-6758 Fax (352) 472-4289
Canterburyshowplace@gmail.com

Organization _____
Address: _____

Contact Number _____
Email Address _____

Signed: EllenMarie Ettenger

Signed: _____

Ellen Ettenger for Gary Weseman

Print Name: _____

Attachment A 2019

Horse Stalls – Stalls are \$45 for a two day show. This includes one night. Early arrivals or late departures are \$15.00 per night. Tack Stalls are the same price as Horse Stalls. **(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 @ \$25.00 PER STALL).** Portables – a \$25.00 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 **at current market price per bag, plus 7% sales tax**, delivered to your clients' stalls 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. Competitors may also bring their own bedding.

COVERED ARENA – rental includes a warm-up area, PA System, clubhouse and show office. 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 = **N/A**

GRASS RING - \$150.00 per day _____ days at \$150.00 = **N/A**

STADIUM JUMPS - \$275.00 per show (up to 10 jumps) = \$275.00 **N/A**

DRESSAGE COURT - \$175.00 per show (includes set up fee) = \$175.00 or \$75 set up fee using your equipment. **N/A**

TRAIL COURSE - \$275 per show (including set up) with our equipment. \$75 per day using your equipment. **N/A**

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

CLUBHOUSE - \$250.00 per show day. _____ days at \$250.00 = **N/A**

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

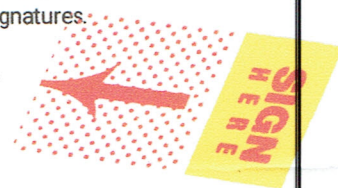
SPECIAL PERFORMANCES \$2500.00 per day (plus tax) (i.e. Rodeo, Circus, Festival, Concert, Political gatherings) Access to arena and facility 12:00 noon day before and must vacate and remove all items (i.e., chairs, tables, platforms, trailers, etc., by 8:00 a.m. the day following or pay a \$500.00 fee). **N/A**

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: Kimberly Horn

Date: 4/8/19

Print your Name: Kimberly Horn





**KIMBERLY HORN
HORNS RANCH**
5060 NW 120th St.
Reddick, FL 32686



1771
63-1436/631

4/10 2019

Pay to the
Order of

Canterbury Show Place \$ 250 -
two hundred fifty - 00

Dollars



Security Feature
See Reverse
for Details

Community Bank & Trust
PO Box 1570
Ocala FL 34478

For W.S. It

Kimberly Horn

MP

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