



FACILITY RENTAL AGREEMENT AND WAIVER

Name:

Phone:

Email:

Address:

The Renter agrees to rent the indicated equipment/space from Flatlands Kennels, who is hereby referred to as FLK, 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 times stated on the face of this contract ONLY; therefore Renter should allow for sufficient setup and takedown time when booking.

Rental Information

Equipment/Space to be used:

Date:

Time (Start and finish):

Fee Information (to be filled by FLK)

Hourly:

Half Day:

Full Day:

Extra Cleaning/Setup etc Requirements:

A 25% deposit is due within one week of the booking, the full amount is due before entry for use. Payment must be made by e transfer to saskpits22@hotmail.com or via cash, no cheques accepted.

Please initial your agreeance to each section below:

Initial

_____ **1. Payment for space rental**

- A. Space rented: The fee is listed on the website for each area lifted, and can be subject to deals, promotions, or increases at any time by FLK. Use of each piece of equipment or space includes access to outside to potty dogs, and the human washroom in the office.
- B. Deposit: The deposit stated is due within a week of Booking. The deposit is applied towards the total cost of the rental. Additional fees will be added for leaving damage or ruined equipment or spaces, dog feces and urine not picked/cleaned up, not following local bylaws regarding smoking/alcohol use, and covid protocols.
- C. Rental Fee: The Rental fee is due before entry to the building for use.
- D. Cancellation/Refund: If cancellation by either party is more than 30 days prior to the usage of the space the deposit will be returned. If cancellation is within 2 weeks, we will retain the deposit.

2. Setup, Cleanup, Catering, Decorating Etc

- A. Setup: Access to the facility for set up by the individual or club will be during the hours stated on the rental agreement ONLY. We assume FLK is not responsible for any of this, unless we are specifically asked, upon which there will be additional fees. If Renter uses any FLK equipment, they are responsible for cleaning and returning it to storage in the same shape they acquired use of it.
- B. Cleanup: The premises and equipment must be left in as good of shape as Renter found it. Our staff will ensure this is done, and decide on applicable fees. FLK assumes we will not be doing additional cleanup, unless for extra fees.
- C. Decorations: Except with prior written consent of FLK owner Whitney Weston, Renter shall not a) cause or permit the facility or equipment to be injured, marred, defaced or changed; b) place any nails, hooks, tacks, screws, or fasteners into any part of the facility; c) place or permit to be placed taped signs on painted walls in any part of the facilities. No decorations such as birdseed, rice, confetti, glitter, sparkles or similar can be used. The use of burning decorations of any type including candles and any open flame is prohibited. FLK assumes renters will provide their own signage and décor unless we are specifically asked, which will be subject to a fee.
- D. Food Preparation: If using caterers, you must have proper licensing and liability coverage. There is NO cooking of food on the premises. We require proof of this 2 weeks before an event.
- E. Equipment: FLK is not responsible for any lost, stolen or damaged equipment or property of individuals during events, nor any bodily harm of dog or human during events and rentals.

3. Food, Beverage and Products

- A. Alcohol: Alcoholic beverages are prohibited for consumption on the grounds and in the facility.
- B. Food and Beverage: FLK will not provide food or beverage to Renter, unless specifically requested, at an additional fee. Food and beverage are NOT allowed on any of the equipment.
- C. Tobacco: Smoking is not permitted inside any part of the FLK facility including marijuana or vape smoke. Outside, butts must be properly disposed of.

4. 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 dock, track, rat finding area, agility flooring and other equipment on the premises.
- B. Destruction: If FLK facilities and equipment are destroyed or damaged by fire or any other cause or unforeseen occurrence that shall make the fulfillment of this agreement impossible, then this rental agreement shall terminate, payments will be returned, and the Renter waives all rights to any claims against FLK.

5. Facility Use

- A. Compliance: Renter agrees any use of FLK facilities will comply with all statutes, ordinances, rules and regulations issued by Federal, Provincial and municipal governments including rules of the Lloydminster and District Fire Department and Police and local bylaw.
- B. Licenses and Payments: Renter agrees to obtain or collect and to pay and deliver to the proper governmental agency or regulatory authority, any and all license fees, permits, royalties, and taxes required in connection with the use of the facilities.
- C. Hazardous Materials: Renter agrees not to bring onto 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: Private lessons to be taught by a renter are subject to a higher rental fee, and supervision by an FLK employee, to ensure they follow guidelines we abide by.

6. Responsibility and Indemnity

- A. Conduct: The conduct of all participants and guests while on FLK property shall be the responsibility of the Renter. Renter also understands they are covered by FLK insurance for events, and understands they accept responsibility for any injury to person(s), property, loss of or damage to property or theft of personal property on FLK premises during the rental period, or resulting therefrom. Failure by an individual or group to follow all applicable rules and regulations will be cause for eviction. FLK retains the right to evict objectionable persons and events from the premises. Repeated violations may result in denial of future services.
- B. Indemnity: Renter shall release, indemnify, keep and save harmless FLK, it's agents, officers, leasers, property owners and 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, dogs, and otherwise on the property attending the event for which the premises have been rented, and to all property damage proximately caused by, incident to, resulting from, arising out of, occurring in connection with, the use of the premises by the Renter. The provisions in this section shall include any and all losses, damages, injuries, settlements, judgements, decrees, awards, fines, penalties, claims, costs and expenses, including reasonable attorney's fees. FLK may require groups to name FLK (Whitney Weston) on their liability policy as additionally insured for the time of the event and provide a copy of the insurance.

7. Security

- A. Building Security: FLK is not responsible for items left in the facility. FLK is locked when not in use, but others may use the facility during the time and parts of the building may be open to the public. The Renter should take necessary precautions to protect valuable personal property.
- B. Building safety:
 - a. 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 around in rented areas
 - b. Exits: No portion of any passageway or exit shall be blocked in any manner.

8. Dog Issues

- A. Dogs shall be allowed to relieve themselves outdoors. Dogs are not to relieve themselves in the facility itself.
- B. No dog should be allowed to relieve itself against the building or any FLK property and any accidents of this nature should immediately be cleaned with products provided by FLK.
- C. All feces are to be immediately picked up, and disposed of in the proper trash receptacles. If it occurs inside on an accidental basis, the handler will immediately clean with a disinfecting spray provided by FLK.

- D. Renter agrees all reactive and aggressive dogs do not harm people or other dogs on the premises.
- E. Absolutely no use of equipment by Renter is allowed without this waiver, express written booking, and supervision by an FLK employee. This is a safety issue.
- F. Electronic training collars are prohibited on the premises.
- G. Dogs should be up to date on vaccines, titers, and parasite control of all types.
- H. Food and treats can be brought in by the Renter or purchased from FLK but use of it on the equipment is prohibited, as this can cause damage to the equipment or dog fights from dropped particles.
- I. The nearest emergency vet facility is located on highway 17 at Lloydminster Animal Hospital 780-875-5733 3 blocks away. If they are not open, the Renter should attempt Weir Veterinary Clinic 780-875-2281 or their own vet.

9. Other

- A. Parking: No person should park along any building or fence that is not part of FLK's premises.
- B. Sounds and Noise: Renters should exercise restraint in terms of noise, and should not use devices audible beyond the limitations of FLK Premises, and considered disruptive to FLK Neighbors.
- C. Concurrent Activities: The use of the premises by the 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, comprehended and understands the contract is binding on both parties and the organizations they represent.

Renter:	FLK:
Sign _____	Sign _____
Print _____	Print _____
Title _____	Title _____
Organization _____	
Phone _____	
Date _____	Date _____

Flatlands Kennels

www.flatlandskennels.com

Whitney Weston Owner/Operator

Saskpits22@hotmail.com

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Text only 306-893-7052