

## Dufferin Agricultural Society Facility Private Rental Agreement

This rental contract is made this day, \_\_\_\_\_, by and between **Dufferin Agricultural Society (DAS)**, hereafter referred to as the Owner, and \_\_\_\_\_, hereafter referred to as the Renter.

Whereas, the Renter desires to temporarily rent, occupy, and make use of the Owner's venue, located at **44 Kings Park Rd, Carman, MB** and known as **DAS Facilities**, (including electricity at arena, and parking area for trailers.)

Whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

Now, therefore, the parties agree to the following terms and conditions:

1. The Renter shall have access to and use of the venue from \_\_\_\_\_ AM/PM on \_\_\_\_\_, to \_\_\_\_\_ AM/PM on \_\_\_\_\_, for the purpose of hosting the Renter's \_\_\_\_\_ event.
2. The Renter shall pay to the Owner the sum of \_\_\_\_\_ at least 48 hours prior to the event commencement. (\$200/per day non-refundable fee + \$1000 refundable deposit)
3. The Renter shall provide proof of liability insurance to the Owner at least 48 hours prior to the event commencement. The Owner assumes no responsibility for, nor do they provide insurance of any kind to/for the Renter.
4. Prior to the rental, the Owner will walk the DAS Facilities with the Renter to review facility and inspect the grounds. The Renter will have **48 hours** post-rental under (i) below, to restore DAS Facilities to the condition in which they were rented. The Renter shall remove all personal property, trash, and any other items that were not present in the venue when Renter took control of it.
  - i. The Renter has until \_\_\_\_\_ AM/PM on \_\_\_\_\_, to comply with the restoration of the DAS Facilities.
5. Upon Renter's completion of his/her obligations under (4 & 5) above, and satisfactory review of the DAS Facilities by the Owner, the Owner shall return to Renter the deposit minus any amounts deemed necessary to repair damages and/or clean up the venue caused by Renter and/or Renter's associates, guests, invitees, contractors, and all other persons whatsoever who enter the venue during the rental period, whether or not such persons did so with Renter's knowledge or consent.
6. In the event the DAS Facilities are not restored to the same condition in which they were rented, the Owner will use the deposit to employ contractor(s) to restore the DAS Facilities. A copy of the receipt for work completed will be provided to the Renter, with the remaining deposit funds, should there be any.
7. The Renter agrees to the following:
  - i. Horses will not be tied to trailers unless tacking or untacking.
  - ii. Renter must use barn facilities and manure drop area.
  - iii. Not to host any events competing with the Owner's organization (due to sponsorship agreements.) This will be determined by the Owner when reviewing the application for approval.
8. Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Owner may incur as a consequence of the actions of Renter or any of Renter's guests while Renter is in control of the venue, and shall indemnify and hold harmless the Owner against any and all legal actions which may arise from Renter's use of the venue.

9. Any disputes arising under this contract shall be adjudicated in the Owner's local jurisdiction.
10. The Owner reserves the discretion to decline the rental of the DAS Facilities at any time.
11. All rental requests must be submitted to: [carmfair@mymts.net](mailto:carmfair@mymts.net). (Please include your contact information when submitting requests including telephone and mailing address.)
12. The Owner will provide confirmation of approval or decline within 10 days.
13. The Renter will abide by Manitoba Public Health guidelines and restrictions at all times regarding COVID-19.

In witness of their understanding of and agreement to the terms and conditions herein contained, the Renter affixes their signatures below on this date \_\_\_\_\_.

Renter's Signature:

Renter's Signature:

\_\_\_\_\_

\_\_\_\_\_

Print Name:

Print Name:

\_\_\_\_\_

\_\_\_\_\_

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Reviewed and approved, the Owner affixes their signatures below on this date \_\_\_\_\_.

Owners Signature:

\_\_\_\_\_

Print Name and Position:

\_\_\_\_\_