



# NORTH DORCHESTER AGRICULTURAL SOCIETY STALL RENTAL AGREEMENT

BETWEEN: **THE NORTH DORCHESTER AGRICULTURAL SOCIETY** (Hereinafter called the **LANDLORD**)

AND: \_\_\_\_\_ (Hereinafter called the **TENANT**)  
Name of Tenant

\_\_\_\_\_  
Address of Tenant

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
e-mail address (optional)

The contractual term for this agreement is subject to change with 60 days written notice.

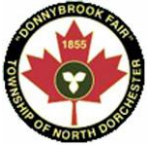
The Landlord agrees to rent the stall(s) listed on page 3 of this Agreement to the Tenant under the following conditions:

## RENT:

1. The tenant will pay rent of \$170.00 (One Hundred and seventy dollars) PER MONTH PER STALL (HST included)
2. It is recommended that the Tenant provide 12 post-dated cheques to the Secretary/Treasurer with their signed Rental Agreement. If Tenant is unable to provide payment in this manner then a money order, bank draft or other certified funds is to be forwarded to the address below, and postmarked no later than the first (1st ) day of the month.
  - (a) Payments are to be mailed to NDAS, Box 146, Dorchester ON, N0L 1G0
3. A \$4.00 per day, per stall surcharge will be levied on all overdue accounts. Any stall rent which is 5 days in arrears may result in termination of this Stall Rental Agreement and IMMEDIATE EVICTION.
4. Any tenant assuming a new stall will provide a security deposit as follows:
  - (a) 1 - 5 stalls \$ 125.00 (One hundred and Twenty Five Dollars) per stall to a maximum deposit amount of \$ 375.00 (Three hundred and Seventy Five Dollars).
  - (b) 6 stalls or more \$ 500.00 deposit (Five hundred Dollars)
  - (c) The Landlord may require a security deposit in addition to the above where deemed appropriate.
5. All NSF cheques will be subject to a \$50.00 charge.

## TERMS:

1. Either the Landlord, or the tenant, **may terminate this Rental Agreement on thirty (30) days written notice and notice to vacate any individual stalls** through the contractual period must be in writing.
2. The Landlord also reserves the right to demand immediate evacuation if tenants behavior ( criminal behavior, animal abuse and other serious offences) warrants eviction.



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3. Any Tenant contravening the terms of this Rental Agreement and/or the Rules and Regulations as set down by the Landlord and forming part of this agreement, is subject to termination of his/her stall Rental Agreement. The landlord will give the said Tenant thirty (30) days written notice to vacate his/her stall(s).
4. Each Tenant will maintain his/her stall(s) in a safe, clean, sanitary condition. Failure to do so could result in the Landlord correcting the situation and charging the costs incurred to the Tenant. The stall(s) must be left in satisfactory condition when vacated; if not, the security deposit will be forfeited.
5. The Landlord will not be responsible for any loss, damage, or injury caused by horses, pets, grooms, visitors, custodians or equipment. The tenant will be responsible to repair or have repaired any damage. If repairs must be made by the Landlord, the tenant will be charged for these repairs.
6. The track will be maintained daily (excluding Sunday), weather permitting, in a condition deemed satisfactory and reasonable by the Landlord's Barn Liaison Committee and the Horsemen's Representatives.
  - (a) Horses are to be jogged on the outer portion of the track, and trained on the inner portion of the track.
  - (b) During freezing/thawing weather **when the track is soft, everyone must use the outer portion of the track.** Training on the inner portion of the track will not be allowed after track is conditioned/screened in the late afternoon or evening during freezing weather so that track will freeze smoothly overnight and will thus be in a usable condition while frozen the next day.
7. **For the Dorchester Fair on every Thanksgiving weekend (the Friday, Saturday, Sunday and Thanksgiving Monday) the track will be closed after 9 a.m. There may be additional days where it may be necessary to close track.** The Landlord will notify Tenants when the track is required for any other reason, or for any purpose of the Landlord on or before ten (10) days of such need, except in an emergency.
8. Sub-leasing of stalls will not be allowed.
9. The Landlord must approve any modifications to the grounds.
10. The tenants of each barn are required to provide a representative of that barn to meet with the Barn Liaison Committee/Chairperson on a monthly basis to discuss and/or resolve matters concerning barn operations.
11. The Tenant must:
  - (a) obtain a biannual negative Coggin's test on each horse stabled on the Landlord's property, and must produce proof on demand;
  - (b) provide proof on demand of immunisation against rabies, dated within the current calendar year, for each horse to be stabled on the Landlord's property.
12. When a stall becomes available for lease, Tenant(s) within that barn will have the first opportunity to lease the vacated stall(s) .
13. The tenant will provide a photocopy of third party liability insurance to accompany this signed Stall Rental Agreement. If a Tenant's policy is cancelled, the Landlord must be notified in writing immediately. **IF INSURANCE IS NOT PROVIDED, TENANT WILL VACATE THE STALLS IMMEDIATELY.**



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TENANT'S LIABILITY INSURANCE details: **(minimum \$1, 000,000.00)**

Name of insurance Carrier (Attach copy of third party liability)	Policy Number	Expiry Date
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Note: (Please read all pages carefully before signing)

IN SIGNING THIS AGREEMENT, THE TENANT AGREES THAT THEY AND THEIR EMPLOYEES AND SUB-CONTRACTORS ARE BOUND BY THE TERMS SET OUT HEREIN, AND BY THE RULES AND REGULATIONS OF THE LANDLORD ATTACHED HERETO, DATED SEPTEMBER 1, 2014 AND WHICH ARE REVIEWED ANNUALLY.

Tenants will be assigned stall(s) as hereinafter listed but may be required to relocate to another stall at the discretion of the Landlord.

**TENANT'S STALLS:**

Barn No.	Stall No.	Barn No.	Stall No.	Barn No.	Stall No.	Barn No.	Stall No.

Dated at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Tenant *(Must also sign page 5)*

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President or Secretary -Treasurer of  
North Dorchester Agricultural Society (Landlord)

Your personal information is protected. We will not share or sell your information at any time for any reason whatsoever except where required by law.

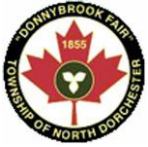
## RULES AND REGULATIONS



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1. Horses must not be allowed to run loose on the grounds except in designated enclosed areas.
2. No unauthorised persons are permitted on the Landlord's property at any time.
3. No smoking is permitted either within the horse barns or within twenty( 20) metres (66 feet) of the buildings. No barbecues are to be used within twenty (20) metres (66 feet) of the buildings.
4. No open flame (burning) is permitted without written permission of the Landlord and obtaining a burning permit from the municipality.
5. The Board of Directors of the North Dorchester Agricultural Society (Landlord) has a zero alcohol policy. Alcohol may only be consumed on NDAS property at sanctioned events for which a valid liquor licence has been obtained.
6. No horses under saddle are allowed on the track, except on special occasions approved by the Landlord.
7. No electric heaters or heat lamps are to be used in the horse stalls at any time.
8. No welding equipment or welding torches are to be used in any of the horse barns or within 9 metres (30 feet) of the barns at any time.
9. No harness, blankets or coolers are to be left in the washrooms.
10. Horses must not be left unattended in the cross ties.
11. The Landlord will supply an area for hay and straw storage and the Tenant must maintain that area in a neat and tidy condition. Storage of personal items is not allowed and any cleanup and disposal cost will be charged to the owner.
12. Any bedding stored on the outside of buildings must not be piled against the building.
13. The Landlord will designate areas for manure storage.
14. The Tenant must maintain that area in a neat and tidy condition.
  - a. Saw dust & wood shavings manure to be stored in the manure bunker and kept separate from straw manure.
  - b. Straw manure to be stored in the area so designated.
  - c. Scrap hay and straw are not to be mixed in with manure but kept in an area separate from all manure.
15. Any Tenant or agent training or exercising a horse behind or from a motorized vehicle is responsible for any damage to the track or elsewhere by the said motorized vehicle.
16. Limit the time spent in the wash racks.
17. All jogging carts and race carts must be washed outside the horse barns.
18. Any item, vehicle, trailer, etc. that is not necessary to the day to day operation of the training of horses is not to be stored on the Landlord's property. Seemingly abandoned or unused items will be removed at owner's expense.



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19. The grounds and area immediately adjacent to the horse barns must be kept neat and free from unnecessary and unused equipment and vehicles.
20. Trailers will be parked in designated trailer parking area. Fire lanes must be kept clear and no parking overnight in fire lanes permitted.
21. Appropriate behaviour and conduct will be demonstrated by all persons while on the landlord's property.
22. **Horses not stabled in the Landlord's barns are not allowed on the Landlord's property at any time for any reason, unless approved by the Board of Directors of the North Dorchester Agricultural Society.**
23. Lights must be kept off when barns not in use.
24. For safety's sake, all doorways to remain free of any obstructions for their full width at all times in order to facilitate unrestricted ingress/egress.
25. Tenants and agents are discouraged from using the main entrance gate. Use the east and west access driveways.
26. All dogs on the property must be kept on a leash. A maximum of two cats will be allowed in each barn. All pets on the grounds must have an annual rabies vaccination.
27. Household garbage is not to be placed in the Landlord's dumpsters. Tenants placing household waste in these containers will be charged for dumping and/or evicted.
28. Only licensed persons are permitted to drive horses on the track. Children are not permitted to drive horses on the track.
29. Tenants must maintain washrooms facilities in their respective barns.
30. The Landlord's equipment is not to be used by Tenants, their employees or anyone else unless by agreement with the Track Maintenance Person or the Landlord's representative.
31. From November 1<sup>st</sup> until April 1<sup>st</sup> no vehicles (trucks or trailers) are to be parked on drive or roadways.

\* \* \* \* \*

I have read and understand the Rules and Regulations that form part of the Stall Rental Agreement:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Tenant