



# BUILDING USE AGREEMENT

NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

WORK PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PAYMENT METHOD:

Check  Credit card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

This Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, between the above named individual (hereinafter called Occupant) and the principals and owners of the building located at 3881 N. Ann in Fresno, California, which is known as the Melody Daggs Professional Dog Training Center (hereinafter called Owners). Occupant hereby agrees to all of the following terms and conditions.

- 1) **TERM:** The term of this Agreement shall begin on the date written above and shall continue in full force and effect for a period of twelve (12) months thereafter.
- 2) **TYPE OF USE AND FACILITIES USAGE FEES.** Occupant wishes to use the building at 3881 N. Ann in Fresno, California, as specified below:

- Individual private rental by the hour (\$10 per handler per hour; no more than 2 handlers will be scheduled in the building during individual private rentals)
- Group rental by the hour (\$8 per handler per hour)
- Half day rental for established dog clubs (\$100 for 4 hours)
- Special Event (facilities usage fees to be determined depending on the type of event) – please specify below:  
Event date: \_\_\_\_\_  
Time event starts: \_\_\_\_\_ Time event ends: \_\_\_\_\_  
Type of event: \_\_\_\_\_  
Number of attendees anticipated: \_\_\_\_\_

- 3) **FACILITIES USAGE FEES DUE IN ADVANCE:** Occupant hereby agrees to pay the Facilities Usage Fee in advance. **Make checks payable to the Professional Exchange Service Corporation** and mail with this Application to 4747 N. First Street, Suite 140, Fresno, CA 93726.
- 4) **CANCELLATION POLICY:** Facilities usage fees are fully refundable for cancellations received more than thirty (30) days prior to the date of the event. No refunds will be made for cancellations received less than thirty (30) days prior to the date of the event. If an event is cancelled for any reason, Owners shall not be held liable for any costs or expenses incurred by Occupant related to the use of the building.

- 5) **SET-UP, BREAKDOWN, CLEAN UP, FINANCIAL RESPONSIBILITY FOR DAMAGES:** Occupant is responsible for setting up and removing any equipment that will be used in the building. Occupant agrees to remove all equipment within fifteen (15) minutes after the hourly rental time ends and within one (1) hour after the special event ends. Occupant shall also be responsible for maintaining the building in the same condition as when Occupant arrived. If Occupant fails to leave the building in the same condition as when the Occupant arrived, Occupant agrees to pay for additional cleaning costs at a rate of Fifty Dollars (\$50) per hour. Occupant shall be held financially responsible for any and all damage done to the interior or exterior of the building.
- 6) **LIMITATION ON USE:** Only students enrolled in Melody Daggs Professional Dog Training classes or individuals given express permission by Owner may rent the building. Owners reserve the right to reject any proposed use of the building for any reason and shall not be required to state the reason why the proposed use was rejected.
- 7) **NATURE OF USE:** No uses that violate any municipal or state laws, rules and regulations, including safety codes, will be allowed. Dogs must be under control and stay with their handler at all times. Excessive barking is not allowed. No grooming allowed on the premises. Each individual who uses the building must sign this Application which includes a Release of Liability form. Treat the building and equipment as if it were your own. Potty dogs on the grass at the front of the building. Please do not use the lawns of neighboring buildings. Help keep the grass nice for others by doing your part to clean up after your dog.
- 7) **SUB-RENTALS, FOOD SERVICE, CATERING:** Occupant shall not sub-rent any part of the building. Catering or food service on the premises requires prior written consent of Owners. No alcoholic beverages may be sold on the premises.
- 8) **RELEASE OF LIABILITY:** Owners and any employees or representatives thereof, and any organizations and persons connected with Owners, shall not be held responsible for the safety of Occupant or Occupant's dog(s), or for any accidents or injuries to Occupant or Occupant's dog(s) for any cause whatsoever, prior to, during, or subsequent to the period covered by this Agreement. Occupant shall obtain his/her own liability insurance to cover all such contingencies. Occupant agrees to indemnify Owners against any and all claims for such losses, damage, or injury upon signing this Agreement. Occupant expressly releases Owners from any and all claims of loss, damage, or injury. Occupant assumes complete and entire responsibility and hereby agrees to protect, indemnify, and defend the losses and damages to persons or property or governmental charges or fines, and attorney's fees arising out of or caused by Occupant's use of the building.
- 9) **EVICCTIONS:** Owners reserve the right to ask any Occupant to leave if Occupant, in the sole judgment of Owners, is not complying with this Application or using the building in the best interests of Owners. In the event of such eviction, Owners are not liable for any refunds of facilities usage fees or other expenses associated with use by Occupant. Occupants who violate this Agreement shall be immediately evicted from the building. In the event of eviction, Owners are not liable for any refunds or expenses incurred by Occupant.

**AS EVIDENCED BY MY SIGNATURE BELOW,** I have read, understand and agree to all of the terms and conditions contained in this Agreement and hereby certify that I am authorized to sign binding contracts.

**Occupant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent/ guardian if Occupant is under 18:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<b>FOR OFFICE USE ONLY:</b>	
Date Paid: _____	Amount Paid: \$ _____