



Pinehurst Harness Track Lease Agreement

THIS LEASE AGREEMENT, entered into this _____ day of _____, 20____, by _____ and _____ between the Village of Pinehurst, a municipal corporation existing under the laws of the State of North Carolina, hereinafter referred to as “Lessor” and _____, hereinafter referred to as the “Lessee”.

WITNESSETH:

PREMISES

NOW, THEREFORE, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, provided for and covenants to be paid, kept and performed by Lessee, leases and rents unto Lessee, and Lessee hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called the “Premises”) to wit:

Description of Premises:

The Lessee hereby requests to lease from the Lessor _____ horse stall(s), located at the Pinehurst Harness Track. By this Lease, the Lessee is entitled to temporary occupancy only; the Lessee does not acquire any right or interest in any property at the Pinehurst Harness Track other than as set forth in this Lease Agreement. Further, the Lessee agrees to notify the Lessor immediately when horses are delivered or shipped out.

RENTAL

A. As stall rental, the Lessee agrees to pay to the Lessor the following fee per stall during the Training Season (October 1, 2007 – May 1, 2008):

1. Full Season Rate - \$770 per stall for the entire season.
2. Monthly Rate - \$175 per stall per month. A month is defined as any thirty day period during the Training Season. Stalls occupied for less than thirty days during the Training Season will be billed on a prorated basis.
3. Day Rate - \$15 per stall per day. Applies when a stall is rented short term for any pre or post-season rentals and only with approval of the Track Supervisor.
4. A deposit of \$100.00 per stall shall be submitted with the completed contract at least 14 days prior to arrival by the lessee. The deposit will be applied to stall rental amount if lessee fills at least 1/2 of the stalls he requests. If lessee is unable to fill at least 1/2 of the stalls requested, then the deposit will become non-refundable for the difference between 1/2 of those stalls requested and of those actually occupied. (Example: if lessee requests 10 stalls, and occupies 3, then lessee’s deposit will become non refundable for 2 stalls). The lessor will begin accepting applications and deposits on April 1, 2007.
5. Upon approval by the Lessor of the Lessee’s application, full - season stall rentals will be guaranteed. Monthly stall rentals will be first come first serve. Lessor will provide Lessee with a Stall Confirmation notice indicating which barn and stall number(s) have been assigned. If Lessee wishes to be guaranteed stalls in a particular barn, they must pay in advance for all stalls located in that barn. Payment of the applicable Full



Pinehurst Harness Track Lease Agreement

Season Rate for all stalls must be received in advance to confirm location. Lessee shall not assign or sublease this agreement or its' right hereunder, in whole, or in part.

6. Prorated refunds will be issued for stalls vacated by horses that are medically unfit to continue training. Veterinary confirmation is required in writing before any refunds will be issued.

B. Rental amount includes the use of all tracks; the removal of manure; the use of the bath stalls, if any, in the barn assigned to Lessee; maintenance of the barn associated with the housing of Standardbred Horses; and the use of available paddocks. Fees are reviewed annually and adjusted based upon the current Consumer Price Index (CPI).

C. Lessee agrees to submit to the Lessor a required Grooms Quarters Agreement that allows individuals to reside in those barns capable of housing human occupants. Lessee will provide names of individuals who will reside in said barns to the Track Supervisor prior to their occupancy. Lessee will provide The Village of Pinehurst with \$150.00 deposit for each Groom Quarter they acquire in advance to the arrival of the Groom. Any expenses to repair damage to the room or monitored fire alarm system exceeding the cost of the deposit are the responsibility of the trainer. Track Supervisor will assign quarters based on need. Groom Quarters rental will be \$77.00 per room per month with an additional \$28.00 extra per person, maximum of 2 people per room. **Grooms quarters will be billed to the Trainer on a monthly rate and the Trainer will be responsible for payment for each quarter occupied by his/her employee.** Rental amount includes water, sewer, electricity and heat. Other services such as telephone, cablevision, etc. will be the sole responsibility of Lessee and may not be installed unless approved by Track Supervisor. Lessee will provide a lock to each Grooms Quarter that will replace the Village's lock during the rental period. Rental period is for the time that Lessee rents at least one horse stall.

D. The term of this Agreement shall be for the 2007 – 2008 Training Season, beginning October 1, 2007 and terminating at 1:00 p.m. on May 1, 2008, and/or when all horses covered hereunder have departed if prior to May 1, 2008. INVOICING: INVOICES WILL BE MAILED BY DECEMBER 5th FOR THE FULL SEASON RENTAL WITH 100% OF THE FEE DUE ON OR BEFORE JANUARY 31st. MONTHLY RENTAL WILL BE INVOICED BY THE FIFTH OF THE MONTH WITH A DUE DATE ON THE 25TH OF THE MONTH. FOR DAILY RENTAL, INVOICING WILL BE HANDLED ON A CASE-BY-CASE BASIS. A LATE PENALTY OF 1.5% INTEREST PER MONTH WILL BE APPLIED TO ALL PAST DUE ACCOUNTS. LESSEE AGREES TO PAY APPLICABLE ATTORNEY'S FEES AND ALL OTHER COSTS ASSOCIATED WITH COLLECTION COSTS.

Lessee shall pay all rents to Lessor at the following address:

Village of Pinehurst, Finance Department, 395 Magnolia Road, Pinehurst, NC 28374

HEALTH DOCUMENTATION

THE LESSEE SHALL PROVIDE A CURRENT, INDIVIDUAL NEGATIVE COGGINS TEST (EQUINE INFECTIONS ANEMIA TEST RECORD) FOR EACH HORSE TO BE STABLED, PRIOR TO OR UPON ARRIVAL. FAILURE TO DO SO MAY RESULT IN DENIAL OF STALL UNTIL A CURRENT, INDIVIDUAL NEGATIVE COGGINS TEST IS PRESENTED TO THE TRACK SUPERVISOR. LESSEE IS RESPONSIBLE FOR PROVIDING TO THE TRACK SUPERVISOR A CURRENT INDIVIDUAL COGGINS TEST FOR ANY HORSE WHOSE COGGINS TEST EXPIRES WHILE THE ANIMAL IS STABLED AT THE PINEHURST HARNESS TRACK.

Parks & Recreation Department – Harness Track Division

395 Magnolia Rd. - Pinehurst, North Carolina 28374

(910) 295-4446 (800) 644-8768 - Fax (910) 295-1853 - www.villageofpinehurst.org



Pinehurst Harness Track Lease Agreement

INSURANCE AND INDEMNITY

A. LESSEE WILL PROVIDE LESSOR WITH PROOF OF GENERAL LIABILITY INSURANCE IN THE AMOUNT OF \$1,000,000.00 PER OCCURRENCE AT LEAST ONE (1) MONTH IN ADVANCE OF BARN OCCUPATION. EACH POLICY MUST HAVE VILLAGE OF PINEHURST AS ADDITIONALLY INSURED. THE VILLAGE'S GENERAL LIABILITY INSURER WILL DETERMINE APPROVAL OF SAID INSURANCE.

B. Lessee herewith agrees to and hereby does indemnify and save Lessor harmless against all claims for damages to persons or property by reasons of Lessee's use or occupancy of the Premises and general facilities of the Pinehurst Harness Track, and all expenses incurred by Lessor resulting there from, including attorney's fees and court costs. Lessee agrees to indemnify and hold the Village of Pinehurst harmless from any loss or damage incurred by the Village of Pinehurst (including attorney's fees) resulting from the Lessee's occupancy and use of the specific stalls leased hereunder and Lessee's use of the Pinehurst Harness Track property in general (including personal or property damages and injuries incurred by Lessee or any parties utilizing the leased stalls and the Harness Track on behalf of Lessee). Under North Carolina Laws, an equine activity sponsor (Village of Pinehurst) or equine professional is not liable for any injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities, Chapter 99E of the North Carolina General Statutes.

RULES AND REGULATIONS

The Rules and Regulations, if any, attached hereto are made a part of this Lease. Lessee agrees to perform and abide by these Rules and Regulations, if any, and such other Rules and Regulations, if any, as may be made from time to time by the Lessor, including:

A. Lessee shall not assign or sublease this agreement or its' right hereunder, in whole or in part.

The Lessor shall not be liable to the Lessee, if, for any reason whatsoever, the Lessee's occupation or use of the premises hereunder shall be obstructed, hindered, or disturbed, unless by intentional act of the Lessor without cause.

The Lessee acknowledges that portions of the Pinehurst Harness Track will be used for public purposes and various special events and agrees that such use shall not be construed as in any way a breach of this lease.

The Tracks will be open for training Monday through Saturday until 1 p.m. Training hours may be suspended or extended by the Track Supervisor pending inclement weather, or other elements beyond the Village's control that may restrict training.

The maintenance personnel of the Pinehurst Harness Track will observe certain holidays. As these holidays are observed, preparation of the tracks for training will not be provided unless so directed by the Track Supervisor. These holidays are: Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, and Good Friday.

B. Lessee shall also be expected to follow rules pertaining to the Pinehurst Harness Track:

1. Motor Vehicles, Horse Trailers, and Vans are to be parked in designated parking areas.

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Pinehurst Harness Track Lease Agreement

2. Smoking is not permitted in the stall area or haylofts.
3. Dogs must be leashed or tied at all times and no pets are allowed to stay in the grooms' quarters.
4. No leading of horses on tracks.
5. Lessee has full responsibility for welfare of horses in his stable.
6. Non-Standardbred horses owned by Standardbred trainers are permitted to stable on property; However, riding for pleasure is not permitted and stall(s) used for Non-Standardbred horses will be billed at the current rate.
7. Lessee is totally responsible for any and all debts incurred while horses are at the Pinehurst Harness Track.
8. Lessee will be responsible for all of his/her employees living in barns and all occupants must be at least 18 years old. Lessee will be responsible for any damages caused by his/her employees as directed by the Village at Lessee's expense.
9. All "sharps" (broken glass, needles, pins, etc.) are to be disposed of properly.

USE OF PREMISES

The Premises shall be used as they have been intended and for no other purpose. The Premises shall not be used for any illegal purposes, or in any manner to create any nuisance or trespass, or in any manner to vitiate the insurance or increase the rate of insurance on the Premises.

EVENTS AND REMEDIES OF DEFAULT

If the Lessee shall neglect or fail to perform any covenant contained herein on its part to be observed, including any rule or regulation of the Pinehurst Harness Track Facility, (other than provision 3 pertaining to payment of stall debt, which will be enforced as written), for five (5) days after receipt of written notice by the Lessor of such breach, the Lessor may lawfully enter into and upon said premises and expel the Lessee and those claiming through him and remove his effects without being deemed guilty in any manner of trespass, and without breach of covenant, upon such entry as foresaid, this Lease shall terminate. Lessor shall also be entitled to recover from Lessee damages as may be permitted under applicable law, including attorney's fees.

No failure of Lessor to exercise any power given Lessor hereunder or to insist upon the strict compliance by Lessee of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

RIGHT OF ACCESS, INGRESS AND EGRESS

The Lessor hereby grants to the Lessee the right of access and ingress to and egress from the demised premises by Lessee and its employees, guests, patrons, and invitees, providing that such rights of access, ingress and egress are at

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Pinehurst Harness Track Lease Agreement

all times exercised in conformance with any and all regulations promulgated by the Track Supervisor, or other lawful authority, for the care, operation, maintenance and protection of the Pinehurst Harness Track and the public and applicable to all users of said Track.

HOLDING OVER

If Lessee remains in possession of the Premises after expiration of the term hereof, with Lessor's acquiescence and without any express agreement of the parties, Lessee shall be a Lessee at will at the rental rate which is in effect at end of this Lease and there shall be no removal of this Lease by operation of law. If Lessee remains in possession of the Premises after the expiration of the term hereof without Lessor's acquiescence, Lessee shall be a Lessee at sufferance and commencing on the date following the date of such expiration, the monthly rental payable for each month, or fraction thereof during which Lessee so remains in possession of the Premises, be twice the monthly rental otherwise payable as stated above.

TIME OF ESSENCE

Time is of the essence in this Lease.

ABANDONMENT

Lessee shall not abandon the Premises at any time during the Lease term. If Lessee shall abandon the Premises or be dispossessed by process of law, any Personal Property belonging to Lessee and left on the Premises shall, at the option of Lessor, be deemed abandoned, and available to Lessor to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises. Lessee shall be solely responsible for all costs incurred by Lessor in the removal of Lessee's above-mentioned property from the Premises, including dumping fees.

DEFINITIONS

Lessor as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. Lessee shall include the undersigned and its heirs, representatives, assigns and successors. Lessor and Lessee include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

NOTICES

All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested with postage prepaid. Notices to Lessee shall be delivered or sent to the address shown on this Lease, except that upon Lessee taking possession of the Premises, then the Premises shall be Lessee's address for such purposes. Notices to Lessor shall be delivered or sent to the following address: **Pinehurst Harness Track, 395 Magnolia Road, Pinehurst, NC 28374** and shall be sent by Lessee certified mail, return receipt requested, postage prepaid.

All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein



Pinehurst Harness Track Lease Agreement

ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect. This Lease may not be modified except by a writing signed by all parties hereto.

AUTHORIZED LEASE EXECUTION

Each individual executed this Lease as director, officer, partner, member, manager, or agent of a corporation, limited liability company, or partnership represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of such corporation, limited liability company, or partnership.

THE VILLAGE OF PINEHURST RESERVES THE RIGHT TO REJECT ANY APPLICATION FOR LEASE OF FACILITIES AT THE PINEHURST HARNESS TRACK FACILITY.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

ATTEST:

	APPLICANT	
Print name	Signature	Date

Authorized Representative Village of Pinehurst, NC	Date
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Stall Reservation Form

Please complete this form and mail with completed *Stall Lease Agreement*, *Groom Quarters Agreement*, **Insurance Coverage* and deposit (\$100.00 per stall) to the address listed below

***The required commercial liability insurance coverage must be obtained prior to the horses' arrival.**

Name: _____ E-mail: _____

Home Mailing Address: _____

Home Phone Number: _____

Billing Address: _____

Pinehurst Phone Number: _____

Number of **Full-Season** Stalls Requested: _____ x \$100.00 deposit per stall: _____

Anticipated Arrival Date: _____ Anticipated Departure Date: _____

Number of **Monthly Stalls** Requested: _____ x \$100.00 deposit per stall: _____

Anticipated Arrival Date: _____ Anticipated Departure Date: _____

Total Number of Stalls Required: _____ Total Deposit Required: _____

Number of Groom Quarters Needed: _____ x \$150.00 deposit per quarter: _____

(For planning purposes only, Grooms Quarters are allocated on a first arrive, first served basis.)

Total Deposit Required: _____

Do Not Write Below - Office Use Only

Deposit Paid: _____

Receipt #: _____

Date Received: _____

Cash: _____

Received By: _____

Check #: _____

Parks & Recreation Department

395 Magnolia Rd. - Pinehurst, North Carolina 28374

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Groom Quarters Agreement Between Grooms Employer and Village of Pinehurst

This agreement between _____ (Trainer) employer of _____
_____ (Groom) and the Village of Pinehurst are hereby entered into on this date
_____, and contains the full agreement of leasing a Grooms Quarter at the Pinehurst Harness
Track. The terms of the agreement are as follows:

1. The Trainer agrees to pay the Village of Pinehurst \$150.00 deposit on each groom quarter that he/she plans to use. Any expenses to repair damage to the room or monitored alarm system exceeding the amount of the deposit are the responsibility of the trainer. The Village of Pinehurst will return the deposit after the room is inspected and deemed ok by Track Management at the end of the training season.
2. The Trainer agrees to pay the Village of Pinehurst the sum of \$77.00 per month for each groom quarter occupied by his/her employee and \$28.00 per month for an additional occupant. This amount will be invoiced monthly based on date of occupancy. A month is defined as thirty days. Occupancy of less than thirty days will be invoiced on a prorated basis.
3. Smoking in stall areas is strictly prohibited at all times. The Village of Pinehurst reserves the right to enter the Grooms Quarters at any time to conduct safety and fire inspections. Please refer to the attached orientation sheet which contains additional rules and regulations per the Village of Pinehurst Fire Inspections Department.
4. The Trainer is responsible for all damage done to the Barn and Quarter by his/her employee or additional occupant while they reside in the Barn.\
5. The Village of Pinehurst is not responsible for replacing any personal property of any individual, whether they reside in, work in, or are visiting any barn that may result from theft and/or loss of any kind. Personal property is not to be left in Quarter upon departure and any items not removed will be discarded.
6. The Trainer is responsible for the cost of any services beyond electricity, water, sewer, and heat (if heat is provided in the particular quarter).
7. At the option of the Village of Pinehurst, this agreement may be terminated for breaching any of the terms or for any action deemed inappropriate by Track Management after a five (5) day written notice of termination has been provided to the Trainer and Groom.

Trainer: _____ Date: _____

Village Official: _____ Date: _____

Quarter Assigned: _____ Date of Occupancy: _____

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Orientation Pinehurst Harness Track

1. No smoking permitted in stall areas or hay lofts. Smoking permitted only in grooms' quarters or outside of barns. NDFPC 506.3.3
2. No open flame or lights are to be maintained in the barns. This is to include fossil fuel fired heating appliances or cooking appliances. NCFPC 502.5.1
3. All heat producing appliances are to be approved by the Fire Department Inspector before being brought into the barn complex. Approval will be verified by the affixation of a certification seal applied to the appliance. Any appliance not approved will be removed from the barn complex. NCFPC 504.2.1
4. Smoke detectors have been placed in the facilities for your protection and protection of property. This system is a monitored system with off- site control. Any removal or tampering with the detectors or activation of same will automatically dispatch fire and police department to your specific location. NCFPC 603.1.2
5. Removal or tampering with fire protection devices is a violation of state fire protection codes and is subject to a \$200.00 fine and possible incarceration. NCFPC 603.6.1
6. All electrical multiplication or extension devices (drop cords) must be plugged into an approved multiplier strip containing a circuit breaker to prevent overloading of electrical outlets. Approval of these multiplier strips will be at the discretion of the Fire Department Inspector and will be affixed with a certifying seal. NCFPC 703.2

All complaints or reasonable suspicion of any violation of the above codes will be investigated. Any violation of the fire protection code may subject the occupant to eviction from the Pinehurst Harness Track facilities.

Village of Pinehurst
Fire Inspections Department

Parks & Recreation Department

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