



-SAMPLE CONTRACT-

CANTERBURY PARK HOLDING CORPORATION FACILITY RENTAL AGREEMENT

THIS AGREEMENT is made as of DATE, by and between CANTERBURY PARK HOLDING CORPORATION ("CPHC"), P. O. Box 508, Shakopee, Minnesota 55379, Phone: (612) 445-7223, Fax: (612) 496-6400 and RENTERS NAME, ADDRESS, PHONE & FAX.

RECITALS:

CPHC is the owner of a facility located in Shakopee, Minnesota commonly known as "Canterbury Park" (the "Facility").

The Facility is conducive to and available for events open to the public.

Promoter, NAME as representative of COMPANY NAME desires to use portions of the Facility for its _____ (the "Event"), subject to the terms and conditions of this Agreement and all applicable laws and regulations.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties mutually agree as follows:

1. Consent. Pursuant to the provisions of this Agreement, CPHC grants Promoter the right to use that portion of the Facility described and designated in paragraph 2 below for the Event (the "Space"). Promoter may subcontract use of a portion of the Space during the time period described in paragraph 3 with CPHC's prior consent, provided, that (a) Promoter is responsible for all actions of any subcontractor and (b) any agreement Promoter may have with any subcontractor shall in all respects be subject to the terms and conditions of this Agreement, and CPHC's rights hereunder.

2. Event Space. The Space defined in this Agreement shall be as follows:

To Be Defined

Additionally, CPHC grants Promoter the non-exclusive right to use the parking lot located on the Facility and any and all designated ingress and egress areas from the parking lot to the Space.

3. Period of Use. The days and hours during which Promoter shall have use of the Space are as follows:

DATES

4. Rates/Charges. The rent and other charges payable by Promoter pursuant to this Agreement are as follows:

Event Days:

Move In / Move Out:

Security:

Electric:

Facility Fee:

5. Other Terms:

A. Comp Tickets

B. Additional Services/Personnel. Additional services or personnel which are deemed reasonably necessary and mutually agreed between CPHC and Promoter will be charged to Promoter. Promoter further agrees that by arranging for any services beyond those listed in this agreement that Promoter is solely responsible for the payment of the total amount due.

C. Taxes. All applicable federal, state and local taxes and charges which may be imposed on the Event are in addition to the rent and other charges to be paid by Promoter pursuant to this Agreement, and Promoter agrees to be solely responsible for the payment of the same.

6. Cancellation. If the Event is canceled with less than thirty (30) days notice prior to the date of the Event, Promoter will pay forfeit their rent or deposit of \$_____. Additionally, in the event of any cancellation, Promoter agrees to reimburse CPHC for any reasonable and actual expenses incurred by CPHC in connection with the Event.

7. Food and Beverage. CPHC, as a licensee of food and beverages sold in and from the Facility, is responsible for the administration of the sale and service of any food, beverage, or alcoholic beverage sold in connection with the event in accordance with the laws of the State of Minnesota and the City of Shakopee. In accordance with such laws, all liquor and wine must be supplied by CPHC. No food or beverage of any kind may be sold on the property without the prior consent of CPHC. All prices for food and beverages, including liquor and wine, are subject to change prior to the Event.

8. Right to Review Publicity. CPHC shall have the right to review and approve all publicity, including, but not limited to, press releases and advertising. Specifically, but not by way of limitation, the use of Canterbury Park name and logo is expressly prohibited without the written permission of CPHC, which shall not be unreasonably withheld.

9. Licensing and Restrictions. All promoter stands must have proof of proper sales tax permits, licensing and health inspection permits prior to the start of the Event. Promoter agrees that all food items for sale or display are subject to prior approval of CPHC. Promoter agrees on behalf of itself and its subcontractors to comply with and be solely responsible for all provisions of all applicable laws regarding sales and use taxes as to Promoter's or its subcontractor's sales.

10. Damage. Promoter and its subcontractors are responsible for any and all damage to the Facility, caused by Promoter or its subcontractors including without limitation damage caused during set-up, the Event, and tear-down periods.

11. Insurance Requirements. Promoter agrees to carry and to pay the premiums for insurance of the types and for no less than the following limits, and otherwise agrees to the following terms and conditions:

A. Promoter shall maintain a General Liability Policy and Workers' Compensation/Employers Liability Policy, with policy limits for the coverages in amounts not less than the following:

Workers' Compensation:	MN Statutory Benefits
Employer's Liability:	\$ 500,000 B.I. Disease
	\$100,000 B.I. Accident

\$100,000 B.I. Disease Each Employee

Commercial General Liability: \$1,000,000 General Aggregate
\$1,000,000 Products and Completed Operation
\$1,000,000 Personal Injury
\$1,000,000 Each Occurrence
\$500,000 Fire Damage

Automobile Liability: \$1,000,000 Combined Single Limit

- B. Canterbury Park Holding Corporation shall be named as an additional insured or a loss payee, as the case may be, in each of Promoter's policies of insurance listed above, except Workers' Compensation.
 - C. Promoter shall furnish to CPHC proof in a form satisfactory to CPHC of the existence of the insurance coverages and limits required above no later than 15 days prior to any installation or occupancy of premises. (Accord certificates are satisfactory.) Failure to provide satisfactory proof of insurance shall give CPHC the absolute right to cancel this Agreement without cost or penalty to CPHC.
 - D. No restrictions or limitations in coverage for participants or spectators liability are allowed without express written consent from CPHC.
 - E. Promoter hereby expressly waives and releases any claim, cause of action or right of recovery which Promoter may have against CPHC for any loss or damage to the Promoter's Personal Property at the Facility.
12. Indemnification. Promoter hereby indemnifies and holds CPHC harmless from and against any and all claims, damages, liabilities, costs, fines, penalties and expenses, including reasonable attorneys' fees resulting from any claims or allegations of any person or entity, including but not limited to any of invitees, employees, customers, sub-contractors, or any governmental agency, which arise out of or in connection with the Promoter's acts or omissions.
13. Force Majeure. If the performance or observance of this Agreement or of any obligation hereunder is prevented, restricted or interfered with or, in the reasonable judgment of CPHC, would endanger public safety or result in material damage to the Facility by reason of any cause beyond the reasonable control of the nonperforming party, such as unavoidable and unforeseeable equipment failures, vendor delays, acts of God (such as violent storms, excessive rainfall, blizzards, or snow storms), the parties so affected shall be excused from performance or observance of this Agreement to the extent of such prevention, restriction or interference, provided, however, the party so affected shall use its best efforts to avoid or remove such causes of nonperformance or nonobservance hereunder with the utmost dispatch and observance or performance whenever such causes may be removed.
14. State of Minnesota. Promoter agrees to abide by the laws of the State of Minnesota and its regional and local political subdivisions, including, but not limited to, laws regulating pull tabs, bingo, charity fund raisers, any type of gambling equipment. All necessary permits will be required prior to show opening. CPHC reserves the right to close any booth or subcontractor who does not meet the requirements of all State, County and City ordinances.
15. Regulation by the Minnesota Racing Commission; Horse Associations. CPHC is a horse racing

