



2523 Wexford Bayne Road • Sewickley, PA 15143 • Fax 412-367-PETS
www.MistyPinesPetCompany.com

RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____, 2____, by and between Misty Pines Pet Company, a Pennsylvania corporation ("Owner"), and _____ ("Renter"). For good and valuable consideration, and intending to be legally bound, the parties agree as follows:

- 1. Rental.** Subject to the terms of this Agreement, Owner hereby grants to Renter the right to use the building known as the All Indoors Dog Training Convention Center and located at 2523 Wexford Bayne Rd. Sewickley, Pa 15143 (the "Building") on _____, 2____ between the hours of ____ and ____ (the "Term"). Renter shall pay to Owner the amount of \$ _____ (the "Rental Fee") for the use of the Building.
- 2. Use.** Renter shall use the Building: (i) in such manner as will not create any hazardous conditions or interfere with or impair the operation of the heating, ventilation, air conditioning, plumbing, electrical, fire protection, life safety, security, public utilities or other systems in the Building, or interfere with the use and occupancy of the common areas of the premises upon which the Building is located; (ii) in compliance with all applicable laws, codes and regulations and all applicable industry standards (collectively, "Laws"); and (iii) in such manner as will not directly or indirectly interfere with, delay, restrict, or impose any expense or obligation upon Owner or any agents, employees, guests, and invitees of Owner, in the use or operation of the premises upon which the Building is located and the conduct of the business of the Owner.
- 3. Maintenance.** Renter shall commit no waste in the Building or on the premises upon which the Building is situated. Renter shall also be responsible for, and shall indemnify, defend and hold harmless Owner and its agents against, all liabilities, costs, claims and expenses arising, in whole or in part, as a result of any damage which may be caused to the Building or the premises upon which the building is situated (including, without limitation, the parking areas, any trees, shrubs, flowers or other landscaping, and any personal property of Owner located on such premises) by Renter or any of its employees, agents, contractors, licensees and invitees. Renter is solely responsible for the care and maintenance of all personalty, equipment and other belongings of Renter in the Building and neither Owner nor any agent or employee thereof shall have any liability therefor. Renter shall, and shall cause its employees, agents, contractors, licensees and invitees to, promptly clean-up and dispose of all human litter and animal litter including dog feces, urine, hair and fur waste, from the Building and the surrounding premises. Renter and their invitees shall place all dog waste material and litter in the outside trash receptacle located near the designated dog curbing area (red fire hydrant area), located near the large white pine tree at the front entrance of the Building.
- 4. Limitation of Liability/Indemnification.**
 - (a) Neither Owner nor any of its servants shall be liable to Renter, its employees, agents, contractors, invitees, or licensees, for any claims, damages, costs or expense whatsoever arising from any damage to or loss of (by theft by others or otherwise) any property, irrespective of the cause of such damage or loss, including, without limitation, any claims, damages, costs or expenses arising from or occasioned by, in whole or in part, the negligence of Owner or its agents. Neither Owner nor any of its servants shall be liable to Renter, its employees, agents, contractors, invitees, or



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licensees for any claims, damages, costs or expense arising, directly or indirectly, from any accident, injury or damage to any person or property caused, directly or indirectly, by any animal that belongs to or is or should be in the possession or control of Renter or any of Renter’s agents, contractors, employees, agents, invitees or licensees.

(b) Renter shall defend, indemnify and save harmless Owner and its agents and employees from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including without limitation, reasonable attorneys' fees and court costs, which may be imposed upon or incurred by or asserted against Owner and/or its agents by reason of any of the following occurring when Renter has possession of or has access to all or any part of the Building:

(i) any negligent or otherwise wrongful acts or omission on the part of Renter or any of Renter's agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees; (ii) any accident, injury or damage to any person or property occurring in, on or about the Building, caused in whole or in part by Renter or any of Renter's employees, agents, contractors, licensees or invitees, or the operation of Renter's business; (iii) any failure on the part of Renter to perform or comply with any covenant, agreement, term, rule, provision, condition or limitation contained in this Agreement on its part to be performed or complied with; and (iv) any accident, injury or damage to any person or property occurring in, on or about the Building, caused by any animal that belongs to or is or should be in the possession or control of Renter or any of Renter’s agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees.

5. Termination. Owner may terminate this Agreement at any time with or without cause and without prior notice to Renter. Upon such termination, Renter shall vacate the Building. Upon the expiration or other termination of this Agreement for any cause whatsoever, Renter shall remove Renter's personal property and that of any persons claiming under Renter, and quit and deliver up the Building to Owner peaceably and quietly in as good order and condition as the same are at the time Renter commenced its occupation of the Building.

IN WITNESS WHEREOF, Owner and Renter have respectively signed this Agreement as of the day and year first above written.

MISTY PINES PET COMPANY

RENTER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address:

Phone #: