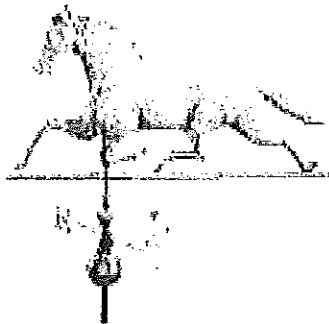


RENTAL APPLICATION



NAME: _____
STREET: _____
VILLAGE/TOWN _____ **STATE** _____ **ZIP** _____

HOW LONG AT ABOVE ADDRESS: _____ **DRIVERS LICENSE #** _____

MARITAL STATUS _____ **IF MARRIED, SPOUSES NAME** _____
MALE OR FEMALE _____ **AGE** _____ **BIRTH DATE** _____

EMPLOYMENT:

PRESENT EMPLOYER _____ **PHONE #** _____

ADDRESS: _____

WORKING HOURS: _____

LENGTH OF EMPLOYMENT: _____

GENERAL:

HAVE YOU EVER BEEN CONVICTED OF A CRIME OR ARE PRESENTLY CHARGED WITH ANY VIOLATION OF ANY LAW:

DESCRIBE ANY TRAFFIC CONVICTIONS YOU RECEIVED IN THE PAST THREE YEARS OR ANY VIOLATION INCLUDING ALCOHOL OR DRUG RELATED DRIVING OFFENSES IN THE PAST 10 YEARS.

I HEREBY AUTHORIZE THE AVON POLICE DEPARTMENT TO INVESTIGATE MY BACKGROUND AND REPORT THE RESULTS THEREOF TO THE BOARD OF TRUSTEES OF THE VILLAGE OF AVON.

SIGNATURE OF APPLICANT: _____

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT I MAY BE REJECTED IF I INTENTIONALLY MAKE A FALSE STATEMENT TO ANY QUESTION ON THIS APPLICATION.

SIGNATURE OF APPLICANT: _____

I HAVE READ THIS APPLICATION (OR HAD THIS APPLICATION READ TO ME). THE FACTS CONTAINED HEREIN ARE TRUE AND CORRECT. I HAVE ALSO BEEN TOLD, AND I UNDERSTAND, THAT A PERSON IS GUILTY OF FALSE PERSONATION WHEN AFTER BEING INFORMED OF THE CONSEQUENCES OF SUCH ACT, HE OR SHE KNOWINGLY MISREPRESENTS HIS OR HER ACTUAL NAME, DATE OF BIRTH OR ADDRESS TO A POLICE OFFICER OR PEACE OFFICER WITH INTENT TO PREVENT SUCH POLICE OFFICER OR PEACE OFFICER FROM ASCERTAINING SUCH INFORMATION. FALSE PERSONATION IS A CLASS B MISDEMEANOR PURSUANT TO SECTION 190.23 OF THE PENAL LAW OF THE STATE OF NEW YORK.

SIGNATURE OF APPLICANT: _____

VILLAGE BOARD DECISION _____ DATE: _____

LEASE

This Agreement made the ____ day of _____, 20

BETWEEN

VILLAGE OF AVON, with offices at 74 Genesee Street in the Village of Avon, County of Livingston and State of New York, by the Mayor as authorized by Village Board of Trustees, hereinafter called the Landlord, and

Phone No.

Residing at

County of Livingston in the State of New York, hereinafter called the Tenant.

WITNESSETH:

That the Landlord hereby lets to the Tenant and the Tenant hereby takes from the Landlord stall No(s) _____ at Avon Spring Downs in the Village of Avon, New York, for a one month term(month to month tenancy) commencing on the 1st day of _____ at monthly rentals of \$40.00 per stall payable in advance on or before the first day of each and every month during the term of this lease. Tenant shall pay a late fee of \$5.00 for any monthly payment not received within ten (10) days of its due date. Upon the execution of this lease Tenant shall pay the Landlord \$30.00 for each stall leased as a security for the payment of rent and the performance of the terms of this agreement.

This lease may be terminated by either the Landlord or Tenant by personal service of a written notice electing to terminate the tenancy not less than thirty (30) days before the expiration of the final rental month.

The Tenant covenants as follows:

1. Rentals set forth above shall be paid and must be received by the Village Clerk at the Village Office, 74 Genesee Street, Avon, New York, on or before the first day of each and every month.
2. Stalls shall be used for the boarding of horses or for storage of horse related equipment and accessories and for no other purpose.
3. Tenant shall not sublet or assign the leased premises; permit the use of the leased premises by any other person; or permit any person to feed, water, train, groom, or otherwise care for any horse without the prior written consent of the Landlord.
4. Tenant will maintain the leased premises in a neat and proper condition in accordance with the horse barn rules attached hereto and signed by the Tenant.
5. Tenant shall regularly remove the manure from the stall(s) and properly place the same at a location designated by the Landlord or its employees.
6. Tenant shall comply with and conform to the horse barn rules of the Park Commission attached hereto and made a part hereof and signed by the Tenant.
7. The racetrack, grounds, and access drives are not part of the leased premises.

Tenant shall have the nonexclusive use of the racetrack, grounds, and access drives during the term of this lease only.
8. Tenant will save and keep the Landlord harmless and indemnify the Landlord from and against all liability arising from injury to persons or property during the term of the lease resulting from any act or omission on the part of the Tenant, any persons under his control, or animals owned by him or under his control.
9. Tenant shall not waste water and electricity provided by the Landlord.

10. Tenant shall present to Landlord, prior to assuming possession of stall, a certificate of liability insurance naming the Village of Avon as additional insured in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

Landlord covenants as follows:

1. Landlord will provide for the periodic removal of all manure from the location it has designated to an offsite disposal area.

2. Landlord will provide water and electric services for the leased premises.

TERMINATION: Upon the termination of this lease, the Tenant shall quit and surrender the leased premises in a good and proper condition and the Tenant shall remove all of his property from the leased premises and the Avon Spring Downs. This covenant of removal shall survive the lease and shall be binding upon the Tenant.

TERMINATION OF LEASE BY DEFAULT: The lease and any rights of the Tenant hereunder may be terminated as hereinafter provided upon a default by the Tenant. The following shall constitute a default:

1. Failure to pay rent when due.
2. Failure to maintain the liability insurance required under paragraph 10. above.
3. The abandonment of the leased premises during the term of the lease.
4. Violation of any covenant, agreement, or condition contained in this lease or of the horse barn rules of the Park Commission attached hereto, made a part hereof, and signed by the Tenant.

If Tenant shall default as hereinbefore provided, the Landlord may give the Tenant Ten (10) days notice of intention to end the term of this lease, and thereupon, at the expiration of Ten (10) days, if the default shall continue to exist, this lease shall terminate and the Landlord may immediately or at any time thereafter, reenter the leased premises and remove all horses and all or any property there from, either by summary proceedings pursuant to Article 7 of the Real

Property Actions and Proceedings Law or by other proceedings at law, without being liable to prosecution or damages to the Tenant there for.

In the event of a default by the Tenant, the Landlord shall have the right to remove any and all horses or property from the leased premises; store said property; and charge Tenant \$15.00 per day per horse for storage. The Tenant and Landlord agree that the Tenant shall have no right to take or receive nor shall the Landlord have the obligation to deliver or return said stored property or horses to the Tenant until all storage charges are paid.

WAIVER: The failure of the Landlord to insist, in one or more instances, upon a strict performance of any of the covenants or terms of this lease, shall not be construed as a waiver or relinquishment for the future of such covenant or term, but the same shall continue and remain in full force and effect. The receipt by the Landlord of rent with knowledge of the breach of any covenant or term hereof, shall not be deemed a waiver of such breach and no waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord.

IN WITNESS WHEREOF, the Landlord has caused this lease to be signed by its Mayor, and the Tenant has hereunto affixed his hand the day and the year first above set forth.

LANDLORD, the Village of Avon by the Board of Trustees of the Village of Avon

By: _____
Thomas Freeman, Mayor

Tenant

HORSE BARN RULES

1. Use only those stalls which you rent.
2. Race track use is tied to the rental of stalls. Saddle horses may use the infield but not the race track.
3. Place manure in the area assigned by the Landlord.
4. Trash is not to be placed in the manure pile. Separate papers, bandages, twine, medicine containers, etc. are to be deposited in trash barrel.
5. Keep the area around the barn and on the grounds clear from trash.
6. Keep barn aisle as clear as possible.
7. Smoking in the barn is not permitted.
8. Horses may not graze or be turned out in the infield show ring.
9. Maintenance of the track is the responsibility of the horsemen.
10. Water heaters are not to be left unattended.
11. Do not obstruct any entrances, exits or rights of way.
12. Maintain general liability insurance in the amounts specified by the Landlord from time to time.

Tenant

STATE OF NEW YORK, COUNTY OF LIVINGSTON, ss.:

On the ___ day of _____ 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS FREEMAN, Mayor of the Village of Avon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK, COUNTY OF LIVINGSTON, ss.:

On the ___ day of _____ 20__ , before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public