

CONNECTICUT MILITARY DEPARTMENT

HORSE STALL LEASE

Lessee Name(s): _____

Address: _____ Telephone: () _____

_____ Alternate Telephone: () _____

Email Address: _____

Contact Person (If other than User): _____

Address: _____ Telephone: () _____

_____ Alternate Telephone: () _____

Emergency Contact: _____ Telephone: () _____

1. Definitions

For the purposes of this lease, the following definitions are applicable.

A. "Lessee" means the person who enters into and signs this lease (Connecticut Military Department Horse Stall Lease) regardless of whether that person is the owner of the horse(s) stabled within the leased horse stall(s).

B. "Lessor" means the State of Connecticut Military Department (hereinafter "CTMD").

C. "Month" means a calendar month.

D. "Military facility" means CTMD 1st and 2nd Governor's Horse Guard facilities located in the towns of Avon and Newtown.

E. "Horse stall" means an identified area of space ("stall") within a military facility for the stabling of a horse. No other type of animal is permitted to be stabled within a horse stall.

F. Rent means the monthly rate (in dollars) for the lease of a horse stall.

2. Statutory Authorization

The laws of the State of Connecticut govern this lease. Connecticut General Statutes, Section 27-39, authorize CTMD to lease military facilities. This lease provides the terms and conditions for the lease of CTMD horse stalls. The CTMD horse stall lease program is administered by the Adjutant General's duly authorized representative, Mr. Russell Bonaccorso.

Russell J Bonaccorso Jr.
Military Administrative & Programs Officer
Connecticut Military Department,
Governor William A. O'Neill Armory
360 Broad Street – Room #113
Hartford, CT 06105
(860) 524-4968
(860) 493-2721 (fax)
Web Site: www.ct.gov/mil.

3. Horse Stall(s)

A. Location: _____

B. Stall Number(s): _____ (See Enclosure 1).

4. Lease Term and Lease Fee

A. Monthly Rate Per Horse Stall: \$350 **Three Hundred and Fifty Dollars (hereinafter "rent")**.

B. Term: lease shall commence on the first day of the month of _____ in the year _____. The lease term shall be month-to-month lease until terminated in accordance with this lease. Lessee may prepay the rent for three (3) months or six (6) months.

C. Leases commencing on a date other than the first day of the month is an off-cycle lease period.. Lessee shall pay a daily rate of \$11.50 per day for off-cycle lease periods. If applicable, the Lessee shall pay \$_____, representing the daily rate from _____ (date) to _____ (date of last day of the month) for _____ days. CTMD will thereafter commence monthly rate on the first day of the month. Leases terminate on the last day of the month. CTMD will not refund the daily rate to Lessees who vacate a horse stall before the last day of a month.

D. Rent may be increased at any time by CTMD with a written **thirty (30)** day advance notice.

E. The rent shall be payable on the 1st business day of the month. If the rent is not received by the **fifth (5th)** of the month it will be considered late and a late fee of **fifty dollars (\$50.00)** will be assessed. If the rent and applicable late fees become **fourteen (14)** days or more past due, CTMD will issue the Lessee a Notice of Eviction and proceed with eviction and collection procedures.

F. At CTMD's sole discretion, CTMD may require the Lessee to vacate stalls on a temporary basis. Upon written notice by CTMD of the need to temporarily vacate a leased stall(s), the Lessee shall promptly vacate and clean the leased stall(s). Rent will not be charged to Lessee during the term of the temporary removal.

5. Termination of Lease

CTMD may terminate this lease agreement:

A. With or without cause, at any time upon thirty (30) days written notice, and the Lessee shall vacate the premises and remove the horse(s) and all associated supplies and equipment (e.g., feed, equipment, tack, or other personal property within the notice period;

B. Immediately if there is probable cause to believe that there is or has been any neglect or abuse of a horse or horses at the military facility, and the Lessee shall immediately vacate the premises and remove the horse(s) and all associated supplies and equipment (e.g., feed, equipment, tack, or other personal property within the notice period.

C. Immediately if the Lessee creates and unsafe environment for their horse(s) or any other horse(s);

D. Immediately if the Lessee fails to keep the leased stall(s) clean and free of any unauthorized equipment;

E. Immediately if Lessee sublets any leased stalls;

F. Immediately, if Lessee occupies or uses areas of the military facility not authorized by this lease;

G. Immediately if Lessee violates or fails to abide by any provision of this agreement;

H. Immediately if horse(s) has a serious equine or other communicable disease and cannot be appropriately or adequately quarantined or isolated at the military facility and thereby presents a danger or threat to other horses or animals;

I. Immediately, if the Lessee fails to provide proof of vaccination of horse(s) stalled at the military facility; or

J. Immediately, if an act of God, a pandemic, natural disaster or state of emergency renders the military facility unusable or if the military facility is ordered closed by the State of Connecticut or any other duly authorized government agency.

6. Agreement Conditions

The Lessee shall:

A. Use only hay within the rented stall(s).

B. Lessee agrees to feed and water their horse(s) a minimum of one (1) time per day.

C. Clean stalls a minimum of three (3) times per week.

D. Promptly remove any horse that poses a risk of contagious infection or danger to horses or people.

E. Park horse trailer(s) in the designated area in an organized manner.

F. Be familiar and comply with the posted facility policies/barn rules (also posted on website).

G. Pay for damage to stalls considered beyond normal wear and tear.

H. Maintain stall(s) in a manner that assures safe conditions.

I. Provide proof of vaccination and assurance that each horse is free from contagious disease in the form of a recent (less than 12 months old) letter from a licensed veterinarian.

J. Assume the risk of damage to any personal property brought onto the military facility premises.

K. Assume the risk of loss or injury to their horse(s).

L. Assume the risk of injury or death to themselves.

M. Assume the risk of trail riding and other types of riding outside of arenas.

N. Provide proof of Insurance coverage that meets the minimum insurance requirements of CTMD.

O. Provide all materials, services and labor required for the leased stall(s) and occupying horse(s).

P. Ensure their horses remain segregated from the other horses stalled at the military facility.

Q. Be aware that CTMD horses and personnel have priority to riding areas on their scheduled drills.

R. Abide schedules posted for Thursdays and Weekend military drills at the facility and on the website.

T. Lessee is solely responsible for the care and welfare of their horse(s). Under no circumstances are CTMD personnel authorized to assist or care for Lessee's horse(s).

7. Hours of Operation/Access

A. The military facility will be open from Sunday through Saturday 8:00 AM – 4:00 PM. After-hours access exceptions can be made through the military facility designated Stable Manager. (i.e. Emergencies & Vet Calls).

B. Lessee will provide a written roster of visitors that may be permitted facility access during normal hours of operation. Visitors must file a hold harmless agreement and abide barn rules.

C. CTMD personnel may request identification of persons entering the military facility to determine their authority to access or visit the site.

8. Authority

A. The Lessor covenants with the Lessee that it has good right to grant the lease to the premises in the manner aforesaid, and that it will suffer and permit the Lessee (upon keeping all covenants on its part, as herein contained) to use and enjoy said premises during the term of the lease.

B. The Lessee covenants to the Lessor that it will hire the premises and apply the license fee as aforesaid; that it will not commit to waste nor suffer the same to be committed on the premises, or injure or misuse the same; that it will not assign the lease nor make alterations therein, without first obtaining written permission from the Lessor; that it will comply with and conform to all the laws and regulations of the State of Connecticut and the by-laws, rules, regulations and ordinances of the City of Hartford, including rules, regulations and ordinances relating to health, nuisance, fire and safety, so far as the premises licensed and the Lessee's operations and activities herein are concerned; that the Lessee will hold the Lessor harmless from all fines, penalties and costs for violation or noncompliance with the said laws, regulations, bylaws, rules and ordinances; that the premises shall be at all times open for inspection and necessary repairs by the Lessor, its agents and employees, as well as applicants for purchase or lease of the premises; and that, upon the expiration or sooner termination of this lease, the Lessee will surrender the premises in good condition, ordinary wear and tear excepted.

9. Indemnification and Insurance

A. At all times during the term of this lease, the Lessee shall protect, indemnify, defend and hold harmless the Lessor, its officials, agents and employees, from and against any and all loss, cost, liability injuries (including death), damages, compensation, and expense, including without limitation, all claims, demands, penalties, actions, causes of action, suits, litigation and attorney's fees and costs, sustained by or alleged to have been sustained by the Lessor, its officers, agents and employees, and sustained by or alleged to have been sustained by the property, real or personal, of the Lessor, its officers, agents and employees, and sustained by or alleged to have been sustained by the public or by any other person or property, real or personal, from, or arising out of, or directly or indirectly due to, any cause, condition, event, accident, incident, happening or occurrence, in or about the leased premises or in or about the building or buildings in which the leased premises is located, occasioned wholly or in part by the willful acts, or gross negligence of the Lessee or of the Lessee's officers, agents, employees, contractors, invitees, licensees, guests, visitors, clients and any and all persons under the control of the Lessee.

B. The Lessee shall at its sole cost and expense, maintain a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount of \$1,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Such insurance policy or policies shall include the Lessor and Lessor's officials, agents, servants and employees as additional insureds. Coverage shall include independent contractors, products and completed operations, contractual liability and fire legal liability. The Lessee shall be responsible for maintaining insurance against all risk of loss to any tenant improvements or betterments and its personal property and trade fixtures. Permission is granted to Lessee to self-insure this all risk insurance. All insurance hereunder shall be written on an occurrence basis as opposed to "claims made" basis.

C. The Lessee shall maintain Workers' Compensation and Employers Liability coverage in compliance with the laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$300,000 Disease – Policy Limit, \$100,000 each employee.

D. The insurance required hereunder shall be written with insurers authorized to do business in the State of Connecticut and which are rated A-(VIII) or better by the latest edition of Best's Rating Guide or, if not available, any generally recognized replacement therefor. Each policy of insurance required hereunder shall provide insurers will diligently endeavor to provide for a minimum of thirty (30) days prior notice of any cancellation. Evidence of insurance required of one party shall be provided to the other not later than the Commencement Date and thereafter not later than ten (10) days prior to the expiration of each such policy.

E. The Lessee shall be fully and solely responsible for any and all costs and expenses associated with and thus shall pay any and all coverage deductibles and/or self-insured retentions. No insurer shall have any right of subrogation or recovery against the other party or their respective officials, agents or employees.

F. The liability of the Lessee to indemnify, defend and save and hold harmless the Lessor shall be effectively protected by insurance to the extent insurable. However, the limits of coverage of such insurance purchased by the Lessee shall not in any way limit, reduce or restrict the Lessee's obligation under any indemnification and save and hold harmless provisions stated in this lease.

G. The Lessee shall be responsible for any and all harm done to the premises attributable in whole or in part to any of its officers, agents, servants, employees, members, guest or other clientele, or arising, in whole or in part, from the course of its activities on the premises. In the event of damage to or destruction of the premises due to fire, attributable in whole or in part to the negligence or other misconduct of the Lessee, its officers, agents, servants, employees, members, guest or other clientele, or arising, in whole or in part, from the course of the Lessee's activities on the premises, the Lessee shall reimburse the Lessor in an amount equal to the cost of repairing or rebuilding the premises. A decision by the Lessor not to repair or rebuild the premises shall not relieve the Lessee of its obligation to reimburse the Lessor for any such damage.

H. If the premises are damaged by fire or other casualty not caused by the negligence of the Lessee, the Lessor may, in its sole discretion, repair or restore the premises, at its own expense, the obligations of this lease Agreement being abated during such repair or restoration or termination of this lease Agreement; provided, however, that nothing in this lease Agreement shall obligate the Lessor to compensate the Lessee in any way for loss or damage to its equipment and other property by fire or other casualty on the premises of the Lessor, or for the loss of use of the premises under this lease.

I. As a condition of this lease, the Lessee shall obtain and maintain a standard fire insurance policy with minimum coverage in the amount of ONE MILLION (\$1,000,000.00) DOLLARS insuring the premises against fire loss and shall name and maintain the Lessor (State of Connecticut) as an additional insured on said policy. The Lessee will provide the Lessor with a Certificate of Insurance prior to or at the time of executing this lease. The Lessee will maintain this insurance during the entire period of this Agreement. A new Certificate of Insurance will be provided for each new policy term, in the amount determined by the State Risk Management Board.

10. Limitation of Liability

A. The Lessor or Lessee shall not be liable to the other for any failure, delay, or interruption in the performance of any terms, covenants or conditions of this lease beyond the control of the other party including without limitation: accidents, strikes, boycotts, labor disputes, the making of repairs, alterations or improvements to the leased premises or Property, embargoes, shortages of material, acts of God, sabotage, inability to obtain an adequate supply of electricity, other utilities, or any other events or circumstances beyond the Lessor's or Lessee's control. The Lessee or Lessor shall not be entitled to any damages resulting from such failure nor shall such failure relieve the Lessee of the obligation to pay lease fee, nor constitute or be construed as a constructive or other eviction of the Lessee.

B. The Lessor or Lessee shall not be liable to the other or to any person or entity for any loss or damage to any property or injury to any person occasioned by theft, fire, act of God, public enemy, injunction, riot, insurrection, war, court order, requisition or order of governmental authority, or any other matter beyond the control of the Lessor or Lessee.

C. The Lessor shall not be liable for damage to any property or injury to any person caused by the Lessee's negligence, omission or misconduct or willful, wanton and intentional acts or caused by the Lessee's criminal conduct. To the extent permitted by law, the Lessee shall not be liable for damage to any property or injury to any person caused by the Lessor's negligence, omission, or misconduct or willful, wanton and intentional acts or caused by the Lessor's criminal conduct.

11. Taxes

All taxes, assessments, special assessments or special permits, or similar charges, if any, related to the leased premises and any and all improvements, fixtures and equipment of the Lessee used in the operation thereof and/or located thereon, of any nature whatsoever arising during the Initial Term or any renewal or extension thereof, whether such taxes and assessments are general or special, ordinary or extraordinary, foreseen or unforeseen, shall be the responsibility of the Lessee and are to be paid in a timely manner by the Lessee with evidence of payment to be provided to the Lessor. Lessee shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the leased premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Lessee may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action with respect to the valuation of the leased premises. Lessor, to the extent legally permissible, shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by Lessee and any refunds or rebates secured as a result of Lessee's action shall belong to Lessee. This provision shall survive the termination of this lease.

12. Sovereign Immunity

The parties acknowledge and agree that nothing in this lease shall be construed as a waiver by the Lessor of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this License. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

13. Claim

A. Lessor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, et seq., including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

B. The capitalized term "Claim" is defined as, "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum."

14. Non-Discrimination Provisions

References in this section to "Contract" shall mean this license and references to "Contractor" shall mean the Lessee.

A. The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such

disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(2) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(3) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(4) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(5) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(6) The Contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

B. The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are

treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.

(2) The Contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(3) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

15. Miscellaneous

A. This lease shall be governed by the laws of the State of Connecticut, without giving effect to its principles of conflicts of laws.

B. This lease, whatever the circumstances, shall not be binding on the Lessor unless and until approved by Adjutant General and the Attorney General of the State of Connecticut and delivered to the Lessee.

C. If for any reason the terms of this lease or any substantive provision thereof, shall be found to be unenforceable, illegal or in violation of public policy, this lease, shall automatically be amended to conform to the applicable decision, and the Lessor and Lessee hereto expressly agree to execute any amendments necessary to effectuate the goals and purposes of this lease.

D. The Lessor or Lessee shall not have any obligations under this lease except those expressly provided herein.

E. This lease, including the exhibits and schedules attached hereto and made a part hereof, if any, contains the entire agreement of the parties concerning the leased premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth.

F. Any modification of this lease or additional obligation assumed by either of the Lessor or the Lessee in connection with this lease shall be binding only if evidenced in a writing signed by the Lessor and the Lessee, and approved by the State Properties Review Board and by the Attorney General of the State of Connecticut.

G. The Lessor reserves the right to sell, transfer, assign or otherwise convey, in whole or in part, the leased premises and any and all of its rights under this lease; and in the event of any such sale, transfer, assignment, or other conveyance of the leased premises, the Lessor shall be and hereby is entirely released of all covenants and obligations of the Lessor under this lease, and the Lessee shall look solely to the Lessor's successor-in-interest for performance of those obligations provided however, said assignee will assume, recognize and also become responsible to Lessee for the performance of all of the terms and conditions to be performed by such party under this lease.

H. The Lessor or Lessee agree that this Agreement confers a lease only and conveys no interest in real property. The Lessor or Lessee shall not join in the execution of a notice or memorandum of this lease and shall not permit the recordation of an instrument pursuant to Connecticut General Statutes Section 47-19, as amended from time to time. This lease shall not be recorded in the local Land Records (of the Towns of Avon or Newtown) and any recordation hereof shall be null and void. The Lessee shall be responsible to the Lessor for any expenses incurred thereby.

I. This lease shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns, if permitted.

J. The Lessor or Lessee shall not be responsible for any payments or reimbursements under this lease except those expressly provided herein.

K. The Lessee agrees that the sole and exclusive means for the presentation of any claim for monetary damages and/or relief against the Lessor arising from this lease shall be in accordance with Chapter 53 of the Connecticut General Statutes, as revised, and the Lessee shall not initiate legal proceedings seeking monetary damages and/or relief in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings. Nothing herein shall limit Lessee's right to bring an action for declaratory judgment or injunctive relief in a court with jurisdiction.

L. Lessee, as a condition to the commencement of this lease, it shall submit to the Lessor a true and accurate copy of the required certificates of insurance (e.g., general liability for \$2,000,000) and the IRS determination letter to determine corporate status.

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, et seq., including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

16. Notices

A. Any notice required pursuant to the terms of this lease, shall be sent by Certified Mail/Return receipt requested and addressed as follows.

(1) To the Lessor: Russell J. Bonaccorso Jr., MAPO
Connecticut Military Department,
Governor William A. O'Neill Armory
360 Broad Street – Room #113
Hartford, CT 06105

(2) To the Lessee

B. Such notice shall be deemed to have been received within forty-eight (48) hours of the time of deposit in the United States mail.

16. Execution

IN WITNESS WHEREOF, the parties hereto do hereby set their hands on the day and year indicated.

LESSEE:

Signature: _____ **DATE:** _____

LESSOR:

State of Connecticut, Military Department (CTMD)

Signature: _____ **DATE:** _____

17: Additional Documentation

A. Enclosures:

- 1. Diagram of Military Facility with Numbered Horse Stalls
- 2. "Barn Rules"
- 3. Visitor Hold Harmless Agreement

B. Required by Commencement of Lease:

- 1. Lessee Proof of Insurance/Certificate of Insurance (Reference paragraph 15 L)
- 2. Lessee Roster of Visitors (Reference 7 B)
- 3. Visitor Hold Harmless Agreement(s)