The rental contract is only confirmed upon signatures of the Lessee and approved representative of 7th Canyon Series LLC (Lessor), and full payment of the required deposit is made.

**LEASE AGREEMENT**

This agreement, made and entered into the       day of      , 2019, by and between **7th Canyon Series LLC** hereinafter referred to as the Lessor, and **Enter Name Here** hereinafter referred to as the Lessee.

1. **RENTAL RATES AND ASSOCIATED FEES: (Check all that apply)**

Lawn area only: [ ]  $2,000
Arena only: [ ]  $3,000

Lawn area and arena: [ ]  $3,750

Cottage overnight rental (Optional): [ ]  $250 per night x    nights = $

Restroom trailer (Optional): [ ]  $700 each x    = $

Folding chairs – white resin with padded seats (200 available) - $2.25 each x       = $

Round tables – seat 8 (25 available) - $7.50 each x       = $

Rectangular tables – 8’ long – (8 available) - $7.50 each x       = $

**TOTAL FEES: $**

**Note:** *If heating of the barn is needed you will be charged an additional $75 per day.*

*Snow removal will be an additional $250 if needed.*

APPLICANT NAME: Enter Name Here PHONE: Enter Phone Here

CONTACT NAME: Enter Contact Name Here PHONE: Enter Contact Phone Here

ADDRESS: Enter Address Here EMAIL: Enter Email Here

EVENT NAME: **Enter Event Name Here** EVENT DATE: Click or tap to enter a date.

TIME OF EVENT: Enter Time of Event APPROXIMATE NUMBER OF GUESTS:

EVENT PLANNER NAME: Enter Name Here PHONE: Enter Phone Here

CATERER NAME: Ener Name Here PHONE: Enter Phone Here

TABLES/CHAIRS/LINEN PROVIDER: Enter Name Here PHONE: Enter Phone Here

BAR PROVIDER: Enter Name Here PHONE: Enter Phone Here

ENTERTAINMENT: Enter Name Here PHONE: Enter Phone Here

**RENTAL DEPOSIT AND FINAL PAYMENT:**

*At the time of the lease, the deposit of one half (1/2) of the Total Fees will be required.* The final payment will be due no later than 60 days prior to the use of the facility. If an event is canceled 60 days prior to the event, the deposit will be refunded minus a $750 fee. No refunds for cancellation will be given after 59 days prior to the event.

**DEPOSIT:** $Enter Deposit Here DUE: Click or tap to enter a date.

**PARTIAL PAYMENT:** $Enter Partial Payment DUE: Click or tap to enter a date.

**FINAL PAYMENT:** $Enter Final Payment DUE: Click or tap to enter a date.

**CLEANING DEPOSIT:** $ 650 DUE: One week prior to event

1. **RULES AND REGULATIONS OF CONDITIONS OF USE:**

It is mutually agreed that the Lessor and Lessee shall be bound by the rules and regulations of conditions of use in this document.

1. **CANCELLATION BY LESSEE:**

Should the Lessee cancel the contracted event in advance of sixty days prior to the scheduled event, a refund will be made minus a $750 fee. No refund will be made after the sixty days.

1. **CANCELLATION BY LESSOR:** Lesser shall have the right to cancel or terminate at any time before or after the event starts if, 1) the purpose of use is changed from the event, 2) the Lessee is in default, or 3) in the interest of public safety.
2. **INDEMNITY:**

Lessor shall not be liable for any damages or injury of or to the Lessee, Lessee’s family, guests, agents, or employees or to any person entering the premises, and Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature.

1. **INSURANCE:**

It will be required of the Lessee to show proof of liability coverage in the amount of at least $1,000,000, which names the 7th Canyon Series LLC as the additional insured. Proof of this insurance policy will be required 30 days prior to the event. The typical cost for this is around $50, and can be purchased through your current insurance provider.

1. **SETUP, CLEANUP, and EVENT:**

Lessee may set up 1 day prior to the event and must clean up no later than 1:00 p.m. the following day after the event. Lessee agrees to leave Lessor’s property in condition equal to that found upon their arrival. Cleaning deposit check will be held and returned to Lessee after property is returned to original condition. **Event will last no later than 11:30 p.m**. Lessor will provide dumpster at no additional costs to Lessee.

1. **CATERERS/VENDORS:**

Unless otherwise negotiated, Lessee is responsible for all catering including tables, chairs, tableware, grills, etc., vendors, entertainment, florists, and audio-visual equipment.

1. **RESTROOMS:**

Lessor will provide basic portable restrooms with a wash sink for your event at no additional costs. There will be approximately 3-4 restrooms available per event, depending on the size of event. An addition cost of $700 will be charged for use of an enclosed restroom trailer upon request. Use of the restroom inside the barn will be limited to handicapped and elderly use only. Overuse of this restroom will cause it to clog, and Lessee will be responsible for cost to unclog and/or pump septic tank.

1. **PUBLIC SAFETY:**

Lessee agrees that at all times they will conduct activities with full regard to public safety. Lessee agrees to enforce the rule of no dogs off leash unless working. Lessee agrees that no illegal activity will be permitted on or around the Seventh Canyon Ranch.

1. **CONTROL OF FACILITY, RIGHT OF ENTRY AND PARKING:**

In renting the facility to the Lessee, it is understood that the Lessor does not relinquish the right to control the management thereof, and to enforce all laws, rules and regulations. Authorized representatives of Lessor may enter or remain on the premises during the time of setup or the event. All parking rights and privileges are under the control of and reserved by the Lessor.

1. **SMOKING:**

Smoking will not be allowed inside any building on the premises. Areas outside the barn and in the gravel are designated as smoking areas. Lessee and Lessee guests are required to obey all laws and regulations related to the use of smoking materials. Lessee will be responsible for the cost of repairs and clean-up that result from smoking during and event.

1. **POLICING EVENTS:**

Lessor reserves the right to eject or cause to be ejected from the premises any intoxicated or any disorderly person or persons, and neither Lessor nor any of its officers, agents and employees shall be liable to Lessee for any damages that may be sustained by Lessee by the exercise of Lessor of such right.

1. **ANNOUNCEMENTS:**

Lessor reserves the right to provide announcements in the form of flyers or posters, which would relate briefly to future events.

1. **NON-ASSIGNMENT:**

Lessee cannot assign, transfer or subject this agreement to a third party.

**14. OTHER DOCUMENTS:**

The parties agree to execute any and all other documents reasonably necessary to effectuate this Agreement. In addition, if this Agreement omits, or is ambiguous as to a material term, the parties must negotiate the term in good faith, and, if they are unable to reach agreement on that term, it shall be supplied by a court according to the standard of what is reasonable under the circumstances.

**15. ATTORNEY’S FEES & COSTS:**

In the event of litigation or arbitration between the parties, the non-prevailing party must pay all reasonable costs and attorney's fees and expenses of the prevailing party.

**16. TIME:**

Time is of the essence of all terms and conditions herein. All acts must be performed strictly on time.

**17. MODIFICATIONS:**

Any modifications or extensions of this Agreement must be in writing and signed by all parties.

**18. BINDING:**

This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the respective parties hereto.

**19. COUNTERPARTS:**

This Agreement may be signed in counterparts and it will be effective as soon as all parties have executed at least one counterpart.

**20. FAX OR SCANNED SIGNATURE:**

A FAX or scanned signature shall have the same effect as an original ink signature.

**21. TOTAL AGREEMENT:**

I acknowledge that I have read, fully understand, and agree to abide by the terms and conditions of this agreement. This agreement shall be binding upon the parties, their heirs, and representatives.

LESSEE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-LESSEE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LESSOR: **7th Canyon Series LLC**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Joe or Angie de Braga

Make checks to: **7th Canyon Series LLC**

 **HC 36 Box 510**

 **Lamoille, NV 89828**