

WADLEY FARMS FACILITY LEASE AGREEMENT

Note: This Facility Lease Agreement is a legally binding, nontransferable contract. Please review it carefully before signing.

This Facility Lease Agreement ("Agreement") is entered into this ____ day of _____, 20____, between Wadley Farms, LLC, ("Lessor") and _____ ("Lessee"), whose specific information is as follows:

- Complete Address: _____
- Telephone number: _____ Cell Telephone number: _____
- Email Address: _____
- If Lessee is a Group or Entity, the contact person or authorized agent is: _____

I. **Type of Activity:** The planned activity is (check all that apply): ___ Wedding; ___ Luncheon; ___ Reception; ___ Other

II. **Terms:** The terms of this Agreement are as follows:

1. **Premises:** The facilities being leased or rented for an event or other special occasion are located at 35 East 400 North in Lindon, UT 84042.
2. **Facilities Options** (check all that apply): ___ Farm Activity Barn; ___ Railroad Hall; ___ Both
2. **Date:** This Lease Date or dates to be reserved shall be the ____ day of _____, 20____ (check website).
3. **Time:** Beginning at ____ a.m. or p.m. and ending at ____ a.m. or p.m. (no later than 10 p.m.)
4. **Rental Rate/Fees:** Lessee agrees to pay as rental on the facility the following amount(s):

Fees (check all that apply):	<u>Amount</u>
Base Facility Rental	\$ _____
___ Add \$200 for ceremony or \$350 for luncheon.....	\$ _____
___ Extra hours fee (\$100 per hour) or Other Charges (*see paragraph 9 below) ..	\$ _____

Choice of items included in rental

100 Black chairs (inside Activity Barn only)	
100 White chairs (inside and outside)	
2-36" Round Bistro Tables	
4-30" Round Tables	
10-60" Round Tables	
2-4' Rectangle	
2-6' Rectangle	
2-8' Rectangle	
Exclusive use of rental time	
Choice of Linen 90' rounds (white, ivory, black, brown)	
Centerpieces and backdrop	
Background music for buildings and gardens (our system not to be used for dances)	
Formal buggy for gifts	
Dressing rooms for Bride and Groom	
___ Optional rental of TV/DVD player...(\$30.00 per use).....	\$ _____
Deposit to Reserve date.....	\$600.00
SubTotal.....	\$ _____
Linens.....	\$ _____
TOTAL.....	\$ _____

Method of Payment: ___ Credit Card** (Visa, MC); ___ Check*** (Check No. _____); ___ Cash

***Note: A \$30 processing fee will be charged for returned checks. All prices are subject to change without notice.

5. **Deposit:** Upon the execution of this Agreement, Lessee shall deposit \$600 with Lessor as a non-refundable deposit to reserve the facility. The remaining balance is due 2 weeks prior to the activity. If for any reason Lessee change the reservation date, up to \$200 may be transferred to a new date if completed more than 60 days before your original scheduled date.
6. **Use of Premises:** The leased premises shall be used as a group activity facility and shall be leased on a "per day" basis. Lessee shall not conduct or engage in unauthorized activities while using the facilities.
7. **Condition of Premises:** Lessee stipulates that he or she has examined the premises and that they are, at the time of the execution of this Agreement, in good order, repair, and in a safe, clean, and tenantable condition.
8. **Outdoor functions:** Wadley Farms maintains the sole right to move any outdoor function indoors based upon weather conditions. Outdoor functions are not permitted from October through March.
9. ***Multiple/Stacked Events:** Wadley Farms requires at least one hour in between a luncheon/dinner and a reception for the take down, cleaning, and setting up. If one hour is not planned, an additional \$100 will be charged. Likewise, if a ceremony and a reception are held in the same building or garden area, for the extra labor that is involved an additional \$100 will be charged.
10. **Children:** Children must be carefully supervised at all times. Children are not permitted to climb in the flower beds or go outside of the fenced area. Lessee is responsible to pay for any and all damages.

11. **Policies and Procedures:** The Lessor has adopted the following policies to be adhered to in connection with the lease of the facilities and the execution of this Agreement:
 - a. **Alcohol:** Alcoholic beverages are not permitted on Wadley Farms property. A warning will be issued the first time alcohol is seen on Wadley Farms property. Any 2nd warning will result in a citation of \$250 charged to Lessee's credit card. Any 3rd warning will result in the activity being shut down with absolutely no refund available.
 - b. **Smoking:** Smoking within any building and in the garden area is strictly prohibited. Lessee will be charged a \$5 fee for every cigarette found on Wadley Farms property.
 - c. **Responsible Party:** Lessee shall designate a responsible adult to supervise activities in connection with the lease of the facilities. Lessee shall communicate to Lessor who the designated person is.
 - d. **Decorations/Alterations:** Decorations must be self-standing or able to be affixed by tying or otherwise. Nails, staples, tacks, tape or other means of attachment or alterations of any kind to the structure are prohibited. You cannot use glitter, confetti, rice, or silk flower petals for decorating inside or outside. If any such materials are used, an additional \$75 cleaning fee will be charged.
 - e. Lessee agrees to not move any of Wadley Farms plants, benches, or decorations. A \$50 will be charged if benches are moved.
 - f. **Event Termination:** At event termination, Lessee is responsible to clean up items that Lessee has brought onto Wadley Farms property. A \$75 cleaning fee will be charged for garbage left for our staff to clean up. This includes if our staff is required to clear plates, utensils, cups, etc. from guest tables. Please arrange to have your tables looking clean and professional.
 - g. **Parking Lot:** In consideration of our neighborhood and to keep our parking lot clean, we request that you clean up after any decorating of automobiles. The wedding party will be charged a \$75 cleaning fee if it is left for our staff to clean up.
 - h. **Chocolate fountains.** Use of chocolate fountains is not permitted.
12. **Dangerous Materials:** Lessee shall not keep or have on the premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be reasonably be considered hazardous or dangerous. No fireworks or sparklers.
13. **Right of Inspection/Nuisance:** Lessor and their agents shall have the right at all reasonable times during the term of this Agreement to enter the premises for the purpose of inspecting the premises and all building and improvements thereon. Loud music, instruments, and other appliances or equipment shall not be operated so as to disturb or annoy guests or neighboring residents. Wadley reserves the right to evict guests, as necessary.
14. **Food:** Lessee is allowed only two appliances (warmers, crock pots, etc.) plugged into Wadley Farms facilities. Lessee is completely responsible for the condition and safety of any food or drink that is consumed on Wadley Farms property. Lessor is not held responsible for any claims by any guest or participants related to claims of contaminated food or drink.
15. **Rental Hours / Outside Vendors:** Rental times are exactly what are listed in the contract. Lessee and guests may not come in earlier or stay later than times arranged in contract. Lessee may be subject to extra rental hour fees if this is not adhered to. There is a \$25 fee per every 15 minutes Lessee arrives earlier than contracted rental time or stays later than contracted rental time. Vendors such as caterers, cake decorators, florists, decorators, rental companies, etc., may not arrive until the start of your rental time and need to be picked up and gone by the end of your rental time. Lessor does not set up or move or take down any of the rental equipment that is brought in. If rental equipment is brought in earlier than the contracted rental time or picked up after the contracted rental time, or if vendors arrive earlier than contracted rental and leave equipment later than the contracted rental time, Lessee will be required to pay \$25 for every 15 minutes equipment and Vendors arrive earlier or stay later than the contracted rental time. Lessee will also be responsible to pay \$100 per hour if rental equipment is left for our staff to move, set up, or clean up.
16. **Damages to Lessee Property / Abandoned Property:** Lessor is not responsible for any loss, damage, or theft from Lessee or guests while on Wadley Farms premises. Personal property left on site after termination of the lease shall be considered abandoned.
17. **Waiver and Release:** Lessee hereby expressly waives his or her right to seek compensation or damages from Lessor in connection with this Agreement. Moreover, Lessee specifically unconditionally releases Lessor from and all manner of suits, actions, causes of action, damages and claims, known and unknown (including, but not limited to, claims of attorneys fees, expenses and/or costs) it being the intention of the undersigned to effect a general and full release of all such claims.
18. *****Damage to Premises:** A current credit card number is required to assure faithful performance by Lessee of the terms of this Lease. The Lessor maintains the right to charge Lessee's credit card if the premises or any part of the premises shall be damaged due to Lessee's negligence or willful acts or acts of a family member, agent, invitee, or visitor. Lessee shall be solely responsible for the costs of repair and cleaning service fees.
19. **Counterparts / Fax and Electronic Execution:** To facilitate execution, this Agreement may be executed in counterparts, each of which shall be deemed an original. Telecopied, fax, or electronic documents/signatures may also be used in place of original signatures on this Agreement, but are just as binding and enforceable.

Lessor (Wadley): _____ Lessee: _____