

Thank your for choosing Wadley Historic Farm. We will make every effort to have your event with us a positive and memorable experience.

The following items in the contract have been found to be necessary to minimize unforeseen problems that may detract from your special time.

It is critical that you review with your supporting staff these agreed-upon stipulations now and before your planned event.

WADLEY FARMS FACILITY LEASE AGREEMENT 2009

Note: This Facility Lease Agreement is a legally binding, nontransferable contract. Please review it carefully and seek legal counsel and/or clarification if you do not understand any term or provision. This facility Lease Agreement ("Agreement") is entered into this ____ day of _____, 200__ between Wadley Farms and ("Lessor") and _____ ("Lessee"), whose address is _____

_____ telephone number is _____ cell phone _____

_____ If the Lessee is a group, the contact person shall be _____.

What type of activity is this for (circle): Wedding, Luncheon, Reception, Other _____

The terms of this Agreement are as follows:

1. **Premises:** The facility being lease or rented for an event or other special occasion located at 35 E. 400 N. in Lindon, UT 84042.
2. **Option:**(Circle which one is being leased)
 - a. Wadley Farm Activity Barn
 - b. Railroad Hall
 - c. Both
3. **Date:** This Lease Date or dates to be reserved shall be _____ 200__.
4. **Time:** Beginning at ____ a.m. or p.m. and ending at ____ a.m. or p.m. (no later than 10p.m.)
5. **Rental Rate:** Lessee agrees to pay as rental on the facility the following amount:

Facility Rental

Amount..... _____

Add \$200 for ceremony or \$350 for luncheon..... _____

Extra hours fee \$100 per hour..... _____

Items included in rental

- 100 Black chairs (inside Activity Barn only)
- 100 White chairs (inside and outside)
- 2-36" Round Bistro Tables
- 4-36" 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, or burgundy)
- 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 _____
- Deposit to Reserve date.....\$600 _____
- Total..... _____
- Linens..... _____
- Final total..... _____

***A \$30 processing fee will be charged for returned checks.**

All prices are subject to change without notice.

6. **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 you change your date, \$200 may be transferred to a new date if completed more than 60 days before your original date.
7. **Use of Premises:** The leased premises shall be used as a group activity facility and shall be leased on a daily basis. Lessee shall not conduct unauthorized activities while using the facilities.
8. **Condition of Premises:** Lessee stipulates that he or she has examined the entire 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.
9. **Outdoor functions:** Wadley Farms maintains the right to move any outdoor function indoors based upon current weather conditions and/or local forecasted weather. No outdoor functions allowed October through March.
10. **Multiple 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.
11. **Children: Please do not allow children to climb in the flower beds or go outside of the fenced in area. Children must be supervised at all times.**

12. **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 given the first time alcohol is seen on Wadley Farms property. The 2nd warning is a \$250 fine charged to Lessee's credit card. The third time, event will be shut down with absolutely no refund available.
 - b. **Smoking:** Smoking within any building and in the garden area is strictly prohibited. A \$5 fee will be charged for every cigarette found on Wadley Farms property.
 - c. **Responsible Party:** Each group shall designate a responsible adult to supervise activities in connection with the lease of the facilities.
 - 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 they are used a \$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. **No chocolate fountains.**
13. **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 considered hazardous. No sparklers.
14. **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. We reserve the right to ask guests to leave.
15. **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.
16. **Rental Hours:** Rental times are exactly what are listed in the contract. Lessee and guests can 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.
17. **Outside Vendors:** Vendors such as caterers, cake, florists, decorators, rental companies, etc. can 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.
18. Lessor is not responsible for any loss, damage, or theft from Lessee or their guests while on Wadley Farms premises. Personal property left on site after termination of the lease shall be considered abandoned.
19. **Waiver and Release:** Lessee hereby expressly waives his or her right to seek compensation or damages from Lessor in connection with the 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.
20. **Damage to Premises:** A current credit card number is required to assure faithful performance of the 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 of that of family member, agent, invitee, or visitor, the Lessee shall be wholly responsible for the costs of repair and/or cleaning service fees as outlined in this contract.

Lessee: _____ Lessor (Wadley Farms): _____