

## 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 Phone Number: \_\_\_\_\_
- Email Address: \_\_\_\_\_
- If Lessee is a Group or Entity, the contact person or authorized agent is: \_\_\_\_\_

I. **Type of Activity/Event:** The planned event (the "Event") is (check all that apply): \_\_\_ Ceremony; \_\_\_ 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, Lindon, UT 84042 (the "Premises").
2. **Facilities Options** (check all that apply): \_\_\_ Farm Activity Barn; \_\_\_ Railroad Hall; \_\_\_ Both
3. **Date:** This Lease Date or dates to be reserved shall be the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ (check website).
4. **Time:** Beginning at \_\_\_ a.m. or p.m. and ending at \_\_\_ a.m. or p.m. (no later than 10 p.m.)
5. **Rental Rate/Fees:** Lessee agrees to pay as rental on the facility the following amount(s):

<u>Fees</u> (check all that apply):	<u>Amount</u>
Base Facility Rental .....	\$ _____
___ Add \$250 for ceremony and/ or \$350 for luncheon.....	\$ _____
___ Extra hours fee (\$100 per hour) or Other Charges .....	\$ _____

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 108' 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.

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 two (2) weeks prior to the Event. If for any reason the Lessee changes the reservation date, up to \$200 may be transferred to a new date if completed more than sixty (60) days before your original scheduled date. The transferable \$200 is only valid on dates within one (1) year of the date the contract is signed. If the Event is canceled by Lessee the Lessor reserves the right to open the previously reserved date to other customers.
7. **Use of Premises; Number of Guests; Type of Event:** 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. Lessee agrees to not have more than 350 guests for an open house style reception and/or more than 100 guests for a sit down luncheon/dinner and/or ceremony. Likewise reservation is for one couple event only. Lessee is prohibited from having more than a one couple-reception or ceremony event at a time on the Premises.
8. **Condition of Premises:** Lessee stipulates that he or she will have examined the Premises at the beginning of the event, using the enclosed check list, and agrees that the Premises are in good order, repair, and in a safe, clean, and tenantable condition.

9. **Outdoor Functions:** Lessor maintains the sole right to move any outdoor function indoors based upon weather conditions. Outdoor functions are not permitted from October through March. Lessee and guests are prohibited from moving any of Lessor's equipment.
10. **Multiple/Stacked Events:** Lessor requires at least one (1) hour in between a luncheon/dinner and a reception for the take down, cleaning, and setting up. If one (1) 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, an additional \$100 will be charged for the extra labor involved.
11. **Outside Food:** In addition to reception food, bringing in outside food and eating such food on the Premises is considered a luncheon/dinner and the Lessee will be charged accordingly.
12. **Yard Games:** All yard games are prohibited on the Premises including, but not limited to, croquet, throwing ball games, badminton, inflatable toys, or similar activities.
13. **Children:** Children must be supervised at all times. Children are not permitted to climb in the flower beds or go outside of the fenced area. Lessor is not responsible for the actions of your children nor is it responsible to supervise any children on the Premises.
14. **City Proper:** Activities related to the Event are to be conducted solely within the Premises. Lessee is prohibited from conducting activities outside of the Premises, including, but not limited to, activities on the City Proper.
15. **Policies and Procedures:** 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. **Maintenance of Facility During Event:** Lessee is responsible for maintaining the Premises throughout the event. This includes, but is not limited to, obtaining enough personnel to keep the tables, serving areas, and kitchen areas reasonably clean and in a safe condition and using appliances and facilities in a reasonable way. Lessee will be charged if Lessor's staff is required to bus tables or help keep the Premises reasonably clean throughout the event.
  - b. **Alcohol:** Alcoholic beverages are not permitted on the Premises including the parking lot. A verbal warning will be issued the first time alcohol is seen on Premises. A second warning will result in a charge to Lessee's credit card. A third warning will result in the event being immediately terminated with absolutely no refund available.
  - c. **Smoking:** Smoking in any building and in the garden area is strictly prohibited.
  - d. **Responsible Party:** Lessee shall designate a responsible adult to supervise activities in connection with the lease of the facilities. Prior to the Event, Lessee shall provide the name and contact information of the responsible adult to the Lessor.
  - e. **Decorations/Alterations:** Any outside decorations to be used by the Lessee on the Premises must be pre-approved by Lessor at least two (2) weeks prior to the Event. Decorations to be placed on any wood floor must be altered or covered, if necessary, so as to not scratch the floor. 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. Lessee cannot use glitter, confetti, rice, hay, straw or silk flower petals for decorating inside or outside or for throwing on the bride and groom. If any such materials are used, an additional cleaning fee will be charged. Candles or any other open flames may only be used if placed in containers.
  - f. **Event Termination:** At Event termination, Lessee is responsible to clean up items that the Lessee has brought onto the Premises.
  - g. **Parking Lot:** In consideration of our neighborhood and to keep our parking lot clean, Lessee is responsible for cleaning up after any decorating of automobiles.
  - h. **Chocolate Fountains.** Use of chocolate fountains is not permitted.
16. **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 Premises or that might be reasonably be considered hazardous or dangerous. This includes, but is not limited to, fireworks or sparklers.
17. **Right of Inspection:** 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.
18. **Nuisance:** Loud music that disturbs or annoys guests or neighboring residents is prohibited.
19. **Food:** Lessee accepts all liability for food consumed on the Premises. The kitchen(s) on the Premises may be used to heat, chill or arrange food that has already been prepared. The kitchen(s) may not be used to cook food, including raw dairy or meat products. Lessee is allowed to only bring and use appliances such as warmers, crock pots, etc.
20. **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 the times arranged in this Agreement. 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 the contracted rental time or stays later than the 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, 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.
21. **Damages to Lessee Property/Abandoned Property:** Lessor is not responsible for any loss, damage, or theft from Lessee or guests while on the Premises. Personal property left on the Premises after termination of the lease shall be considered abandoned.
  22. **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.
  23. **Damage to Premises:** A current credit card number is required to assure faithful performance by Lessee of the terms of this Agreement. The Lessor maintains the right to charge Lessee's credit card for any breach of contract or if the Premises or any part of the Premises are damaged due to Lessee's negligence or willful acts or acts of a family member, agent, invitee, or visitor. Lessee will be notified and shall be solely responsible for the costs of repair and or cleaning service fees resulting from a breach of this Agreement.
  24. **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 enforced.
  25. **Activity/Event Defined:** For purposes of this Agreement, the term "Activity" or "Event" shall include the time from when Lessee or his or her family members, guests or agents, enter the Premises until the time that the last of Lessee or his or her family members, guests or agents, leave the Premises.
  26. **No Third Party Beneficiary:** This Agreement is for the benefit of Lessor and Lessee and is not for the benefit of any other individual or entity including, but not limited to, any caterers, decorators, servers, or other service providers employed, contracted or used by Lessee.
  27. **Governing Law; Jurisdiction and Venue; Complete Agreement; Rules of Construction; Survival of Provisions:** This Agreement shall be governed by the laws of the State of Utah. The parties hereby agree that any dispute arising hereunder shall exclusively be brought in the Fourth Judicial District Court in and for Utah County, State of Utah and the parties each consent to the exercise of personal jurisdiction over them by that Court. This Agreement and any exhibits/attachments hereto constitutes the full, complete and final agreement between the parties and supersedes all previous agreements or understandings between the parties relating to this Activity/Event. This Agreement may only be amended in writing, signed by both parties hereto. Lessee has had the opportunity to consult with counsel regarding the execution of this Agreement and no rule of construction construing the meaning of contracts or agreements against the drafter shall be employed in interpreting the provisions of this Agreement. In the event that any provision of this Agreement is deemed to be unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
  28. **Attorney's Fees:** In any action brought to enforce any provision(s) of this Agreement, in addition to any other relief granted, the prevailing party shall recover its reasonable costs of enforcement, including without limitation costs and actual attorneys' fees incurred therein.
  29. **Defense and Indemnification; Waiver:** LESSEE WILL DEFEND AND INDEMNIFY, INCLUDING COSTS OF DEFENSE AND ATTORNEYS' FEES, LESSOR FROM ANY AND ALL CAUSES OF ACTION, DEMANDS, LIABILITIES, LOSSES, DAMAGES, OR OTHER CLAIMS RELATING TO OR ARISING OUT OF LESSEE'S USE OF THE PREMISES OR OTHER CONDUCT OCCURRING DURING THE ACTIVITY/EVENT OR HIS OR HER FAMILY MEMBERS, GUESTS OR AGENTS OR THIRD PARTIES INCLUDING, BUT NOT LIMITED TO, ENTERTAINERS, CATERERS, OR OTHER VENDORS EXCEPT IF SOLELY AND EXCLUSIVELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF LESSOR OR ITS AGENTS. LESSEE HEREBY WAIVES ANY AND ALL CAUSES OF ACTION, DEMANDS, LIABILITIES, LOSSES OR OTHER CLAIMS AGAINST LESSOR RELATING TO OR ARISING OUT OF LESSEE'S USE OF THE PREMISES, CONDUCT OCCURRING DURING THE ACTIVITY/EVENT BY LESSEE OR HIS OR HER FAMILY MEMBERS, GUESTS OR AGENTS OR OTHER THIRD PARTIES INCLUDING, BUT NOT LIMITED TO, ENTERTAINERS, CATERERS, OR OTHER VENDORS, OR LESSOR'S EXERCISE OF ITS RIGHTS UNDER THIS AGREEMENT.

**LESSEE FURTHER WAIVER AND RELEASES LESSOR FROM AND AGAINST ANY AND ALL CAUSES OF ACTION, DEMANDS, LIABILITIES, LOSSES OR OTHER CLAIMS, RELATING TO OR ARISING OUT OF STRIKES, EARTHQUAKES, FLOODING, WEATHER EVENTS, UTILITY INTERRUPTION, ACTS OF GOD OR OTHER CAUSES BEYOND THE REASONABLE CONTROL OF LESSOR INCLUDING, BUT NOT LIMITED TO, CAUSES OF ACTION, DEMANDS, LIABILITIES, OR LOSSES RESULTING FROM LESSOR'S INABILITY TO**

**PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE, IN WHOLE OR IN PART, TO ANY SUCH CAUSES.**

**LESSOR:**

**WADLEY FARMS, LLC**

By: \_\_\_\_\_

**LESSEE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**LESSEE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

<b>Wadley Farms Pre-and Post Event Check List – Date:</b>			
Lessee's Initial			
<b>Building Areas</b>			
Groom's Room			
Bride's Room			
Barn- kitchen-bathrooms			
Railroad Building			
<b>Garden areas- equipment, plants</b>			
Parking areas			
Vendors- who			
Alcohol			
Smoking in parking lot only			
Children supervision			
Fireworks/sparklers			
Time in:       \$50/each 30 min. early			
Time out:       \$50/each 30 min late			