

The Painted Rock Lodge Event Rental Agreement

This Rental Agreement is made between Robert S. Graham hereinafter Called "Lessor", and _____ hereinafter called "Lessee".

Lessee hereby offers to rent from Lessor the Main Living Wing, Deck and Lawn at the premises situated Squaw Valley, County of Placer, State of California commonly known as The Painted Rock Lodge, located at 5048 River Road (Hwy 89 Bridge #3), Olympic Valley, Ca. 96146 upon the following TERMS and CONDITIONS:

1. Use and Description of Event. Lessee desires to rent the Main Living area, patios, and lawn area for the following described event: _____ hereinafter referred to as "Event". Party size is estimated to be approximately _____ people.

2. Date and Time. The rental shall commence on the _____ day of _____, 2008 From 12:00 pm to 12:00 am (12 hours total). Set-up and teardown is to begin and end on the day and time of rental. No Event will be scheduled to occur past midnight on the date listed above.

3. Rent. The rent for the Living area, patios and Lawn shall be \$_____. This includes pre-event site planning, set up & tear down and an on-site Painted Rock staff member.

Additional fees for special needs / services requested by Lessee are as follows:
_____ N/A _____

For a total amount of \$ N/A, payable as follows:

Deposit: \$ _____ upon execution of this agreement, remaining balance due the day of the event.

Checks shall be made payable to Robert S. Graham.

4. Security Deposit. Lessee will deposit with the Lessor \$ 1000.00, as security for damages and or excessive cleaning. Deposit is due as specified in the rental invoice. Lessor shall return the full amount, less any charges for damage, repair or excessive cleaning, within Thirty (30) days of event. Damages shall be determined by the Lessor's staff at the conclusion of the Event and if necessary Lessor will provide an itemized list of damages, repair and excessive cleaning costs and shall undertake such remedial work at the sole cost and expense of Lessee. Lessee agrees to pay additional monies in the event that the security deposit will not cover the cost. A ten percent (10%) administration fee will be added to cost incurred for damage repair and or excessive cleaning. The Painted Rock Lodge will need to be left in the same condition as at arrival. All tables,

common areas and kitchen need to be cleared of plates, glasses, silverware and garbage. Any garbage in the common areas and outside needs to be disposed of in garbage bags and brought to the garage area for removal from property by lessee. All kitchen areas will need to be left as clean as on arrival. All vendors hired by lessee must clean up after themselves as specified above, or the lessee will be billed out of security deposit for cleaning. All garbage, boxes, bottles, etc. must be removed from property at conclusion of event by lessee.

5. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

6. Entry and Inspection. Lessee shall permit Lessor or Lessor's staff to inspect all functions. Lessee agrees to be in control of the Event at all times and be responsible for all attendees.

7. Service Providers. All signs, displays, sound systems, decorations and engineering services are subject to Lessor's approval. Lessee agrees to provide information regarding these services on or before fourteen (14) days of the Event.

8. Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or any property, occurring on the demised premises or any part thereof.

Lessee, its invitees, guest, employees, contractors, or any other persons brought onto the premises by Lessee, indemnify, defend and hold Lessor, Robert S. Graham and his employees harmless from any and all losses, claims, actions, suits, judgments, liabilities, costs and expenses of any kind. Lessor shall not be liable for its failure to execute the agreement, if such failure is due to acts of nature, including fire, weather, earthquake, power outages, restrictions upon travel, food or beverages supplied, or any causes beyond Lessor's control. In the event Lessor cannot execute this agreement for before mentioned reasons, Lessee shall receive all deposits within Thirty (30) days of cancellation. Lessee agrees not to be entitled to any compensation. Lessee agrees to be responsible for the actions of agents, invitees, guests, subcontractors or other persons brought unto the premises by Lessee, and shall at all times abide by The Painted Rock Lodges Rules and Regulations.

9. Attorney Fees. Lessee agrees to pay reasonable attorney fees and court costs in the event Lessor will find it necessary to employ an attorney because of violations of this agreement.

10. Insurance. Lessor shall, at his own expense, maintain fire and extended coverage insurance on the building. **Lessee shall be responsible for fire and other insurance coverage upon its personal property and people.**

11. Cancellation Charges. If Lessee cancels the Event for ANY reason, Lessor agrees to return:

Prior to 90 days.....Deposit less \$500.00 administrative fee

90 to 45 days.....50% of Deposit

45 or less days.....No Refund

All refunds shall be issued within Thirty (30) days of Lessee’s written notice of Event cancellation.

Security deposits will be returned in full less any damage or excessive cleaning fees.

12. Rental Overage. Lessor agrees, if possible and with prior approval, to permit Lessee to extend the rental hours either before or after the agreed time allotment for an additional 10% per hour or fraction thereof. Lessee agrees to pay \$ 500.00 per hour for any unauthorized holdover.

13. Painted Rock Lodge has Several preferred caterers. We highly recommend you use one of these caterers to ensure quality and consistency for your event. If you choose to use another caterer, or use the kitchen facility in any manner, an additional kitchen fee of \$500 will apply.

14. Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to:

If Lessee at _____

If Lessor at 5048 River Road, Olympic Valley, California. 96146

15. Entire Agreement. The forgoing constitutes the entire agreement between the parties and each acknowledges that they have read the term and conditions of this agreement and related attachments, policy’s and regulations. Only a writing signed by both parties may modify this agreement. The following Exhibits, if any, have been made a part of this agreement before the parties’ execution hereof:

Lessee’s Signature _____
Date

Contact Person: _____ Phone # _____

Email _____

Billing Address:

by _____
Lessor’s Signature _____
Date

