

ALLIE PARK LEASE AGREEMENT

This agreement is made effective as of _____ [date], between Allie Park LLC, at 7702 NE 219th ST, Battle Ground, Washington, 503-771-9117 referred to in this agreement as Lessor, and _____ [name] referred to in this agreement as Lessee, _____ [address], _____ [city], _____ [county], _____ [state], _____ [Zip] _____ [phone] _____ [cell].

1. **TIME AND PURPOSE.** Lessor agrees to furnish to the Lessee, for the purposes specified below, the Allie Park facilities located at 7702 NE 219th ST, Battle Ground, Washington, 98604. The purpose of the lease shall be for a _____, starting at _____ [time] and ending at _____ [time] on _____ [date]. There is also time available for a one hour rehearsal on _____ [date] from _____ to _____ [time]. Events must conclude by 9pm. Sound systems must be off by 8:00pm. Any additional time used is charged at the rate of \$200.00 an hour. Please make arrangements for set up and event take down. Lessor is not responsible for lost or stolen items that have been left behind or stored at Allie Park.
2. **AMOUNT AND TIME OF RENTAL PAYMENT.** Lessee agrees to pay to the Lessor, for rental of the facility, the sum of \$_____ which shall be paid as follows, \$500.00 of the total event price is a down payment and is a **non-refundable retainer** at booking; the remaining balance due 60 days prior to scheduled event. **ALL FEES ARE NON-REFUNDABLE.** Unless a written modification of this agreement is signed by all parties, failure to pay as specified shall be grounds for termination of the agreement by Lessor, after which Lessor may enter into an alternative arrangement at Lessor's discretion.
3. **SECURITY/CLEANING DEPOSIT.**
 - A. In addition to the rental payment (See section 2 above), a security/cleaning deposit of \$350.00 shall be paid by Lessee to Lessor on or before 60 days prior to the event. The deposit shall be held by Lessor as security for the full term of this contract by lessee of the terms and conditions of this lease agreement. No interest shall be paid on the deposit by Lessor upon return to lessee.
 - B. The rights of Lessor against lessee for a breach of this lease shall in no way be limited or restricted by the security deposit. Lessor shall have the absolute right to pursue any available remedy to protect its interests, as if this security deposit had not been made.
 - C. The security deposit shall be returned to Lessee within 14 days after the expiration of this lease agreement provided that all the terms and conditions contained in this lease agreement have been fully performed by Lessee.
 - D. Park must be restored to the original condition to obtain the \$350.00 refundable deposit.

4. **UNLAWFUL OR DANGEROUS ACTIVITY.** Lessee shall neither use nor occupy the leased premises for any unlawful or ultra hazardous activity nor operate or conduct Lessee's activities in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful, ultra hazardous or nuisance creating activity, take action to halt such activity. The lessee agrees that Allie Park will only be used for the purpose specified under item 1.) TIME and PURPOSE. The lessee will be held responsible for any and all service providers and will see to it that they abide by said agreement.
5. **RESPONSIBLE SMOKING and ALCOHOL USE.** If alcohol is to be consumed on the leased premises, Lessee agrees to obey all laws and regulations regarding its use and carefully prohibit any alcohol consumption by minors. Alcohol consumption is limited to that which is provided by the host party on the day of the event only. No drinking of alcohol or smoking will be allowed outside of designated areas. Alcohol consumption is limited to the wedding reception area and does not include the parking lot area. A \$250.00 fee is required for use of alcohol on the property. Other fees may be assessed the lessee by the lessor for any violation of the aforementioned rules and/or any unlawful act on these premises. Lessee shall provide Lessor with an Event Permit from their insurance company for alcohol use on property with Allie Park named as the additional insured in the amount of 1 million dollars.
6. **LIABILITY OF LESSOR.** Lessee shall be in exclusive control and possession of the leased premises, except that lessor shall have the right to enter the leased premises at all times to inspect the premises or to show the leased premises to prospective Lessees. Lessee acknowledges the presence of ponds on the leased property and agrees to take full responsibility for warning guests about the dangers associated with the ponds. Lessee shall take responsibility for keeping Lessee's guests and agents out of the ponds. Lessor shall not be liable for any injury or damages to any property or to any person on or about the leased premises or for any injury or damage to any property of Lessee.
7. **RESPONSIBILITY FOR DAMAGE.** If the leased premises, or any portion thereof, during the term of this lease, shall be damaged by the act, default or negligence of the Lessee, or of the Lessee's agent, employees, patrons, guests, or any person admitted to the premises by the Lessees, then the Lessee will pay to the Lessor, upon demand, such sum as shall be necessary to restore the premises to their present condition. The Lessee assumes full responsibility for the character, acts and conduct of all persons admitted to the premises or to any person acting for an on behalf of the Lessee. **Proof of insurance must be provided to Allie Park (Home Owners policy) 30 days before the event.**
8. **INDEMNITY.** Lessee shall indemnify, defend, and hold harmless Lessor against any and all expenses, liabilities, and claims of every kind, including reasonable attorney fees, by or on behalf of any person or entity arising out of either: (1) a failure by Lessee to perform any of the terms or conditions of this lease agreement; (2) any injury or damage happening on or about the leased premises; (3) failure to comply with any law of any governmental authority; or (4) any other action related to this lease.

9. **FIRE.** If the leased premises or the building on the leased site, or any part of it, is destroyed or damaged by fire or by any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this contract by the Lessor impossible, then the Lessor shall not be held liable or responsible to the Lessee for any consequential damages. **THIS IS A NON-SMOKING FACILITY, HOWEVER, WE PROVIDE A DESIGNATED SMOKING AREA. SMOKING IN THE PARKING LOT IS NOT ALLOWED AND IS SUBJECT TO A FINE OF \$350.00 PAYABLE TO THE LESSOR.**
10. **REPRESENTATIONS BY LESSOR.** At the commencement of the term Lessee shall accept the physical condition of the property, including improvements and any equipment, in their existing condition and state of repair, and Lessee agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of Lessor in respect to the buildings, improvements and equipment, except as contained in the provisions of this lease agreement. Lessor shall in no event be liable for any latent defects or dangerous conditions.
11. **SURRENDER OF POSSESSION.** A. Lessee shall, at the end of the lease period, peaceably and quietly surrender and deliver the leased premises to Lessor in good condition and repair. B. Lessee shall first obtain permission from Lessor before installing any fixtures upon the leased premises. If Lessor so elects, any trade fixtures or personal property not removed at the termination of this lease agreement shall be deemed abandoned and become property of the Lessor without any payment or offset for such fixtures or property. At Lessor's election, Lessor may remove such fixtures or property from the leased property and store them at the risk and expense of the Lessee. C. Lessee shall repair and restore all damage to the leased property caused by the removal of equipment, trade fixtures, and personal property.
12. **WAIVERS.** The failure of Lessor to insist on strict performance of any of the terms and conditions of this lease agreement on a specific instance shall be deemed a waiver of the rights or remedies that Lessor may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.
13. **TIME OF THE ESSENCE.** It is specifically declared that time is of the essence in all provisions of this agreement.
14. **MODIFICATION OF AGREEMENT.** Any modification of this lease agreement or additional obligation assumed by either party in connection with this lease agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
15. **ENTIRE AGREEMENT.** This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this lease agreement.

In signing this lease agreement you are granting Allie Park LLC permission to use photographs of your event on our website for advertisement purposes.

Signature of Lessee
Drivers License Number _____ Date Signed _____
State _____

Signature of Lessee
Drivers License Number _____ Date Signed _____
State _____

Dedicated Security Person(s)/ Cell Phone Number(s) Date Signed _____

Signature of Lessor Date Signed _____

Signature of Lessor Date Signed _____

As a benefit to the lessee Allie Park provides rentals at prices at or under competitive rates and also includes setup and removal, saving the lessee the expense of pickup and delivery or possible delays. Allie Park strongly suggests using rentals that are on-site (chairs, tables, arbors, tents and other items.)

ALL FEES ARE NON-REFUNDABLE UNLESS OTHERWISE NOTED IN THE CONTRACT.

RENTAL/ALCOHOL FEES PAID _____ DATE _____
CHECK # _____ CASH _____ **DUE AT WALK-THROUGH**

DOWN PAYMENT PAID _____ DATE _____
CHECK # _____ CASH _____

BALANCE OWING _____ DATE _____
CHECK # _____ CASH _____
60 DAYS BEFORE EVENT

SECURITY/CLEANING DEPOSIT PAID _____ DATE _____
CHECK # _____ CASH _____
60 DAYS BEFORE EVENT

Home Owners Insurance Policy Number _____
Insurance Agency _____ Date Received _____
30 DAYS BEFORE EVENT

Event Permit For 1 million dollars listing Allie Park LLC as additional insured if alcohol is being served. Date Received _____