

**The River House Retreat
FACILITIES RENTAL AGREEMENT**

This Facilities Rental Agreement ("Agreement") is entered into on _____, by and between Cleve Canepa, ("Lessor") and _____ ("Lessee"). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

GRANT

Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee a license to use River House (3374 Grass Lake Rd. South Lake Tahoe, CA 96150 ("Facility")) for the _____ ("Event") to be held on _____ at _____.

DATE/TIMES OF PERMITTED USE

Access to the Facility for the Event will commence at _____ on the date of the Event and will end at _____.

PERMITTED USE

Permitted use is limited to the following items and the attached Permitted Use Questionnaire Addendum.

VISITS & TOURS

All visits and tours are by appointment only.

SMOKING

This is a Non-Smoking residence. A \$500 fine will be issued if evidence of smoking in the home is found or cigarette butts are thrown on the ground. Please dispose of all cigarette butts in the ashtray on the back porch.

CATERING, PLANNERS & VENDORS

We are not responsible for any damage or complaint you have against 3rd party vendors. All vendors must provide proof of insurance, including 3374 Grass Lake Rd. as additionally insured prior to the event, for the event date. All vendors are responsible for the set-up, break-down, and clean-up of their site. All vendors must adhere to the terms of our guidelines, and it is the client's responsibility to share these guidelines with them. Use of the kitchen and/or utensils inside the home is not permitted.

Please note: no events shall utilize disposable plates, utensils, or glasses on River House Retreat property without prior consent from owner.

SOUND

River House Retreat is governed under the Eldorado County Ordinances which states that all amplified music must end at 10 pm. This pertains to live music, bands and DJ's. The ordinance applies to our event space as well as the home on the property.

SECURITY

Any event with a guest count exceeding 50 people must provide adequate security for safety reasons. This will be at the guest's expense. The maximum number of Guests for any event is 100. The Reserving Party is responsible for all guests attending the event. Any damage or loss resulting from the event attendees will be billed to the reserving party.

No Laws Will Be Broken! Guest agrees that no laws, statutes, or ordinances will be broken either by Guest or any of his/her Guests. Any event of 25 or more guests is required to have a River House Retreat employee on site the entire duration of the event. The River House Retreat reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be acquired if this request is not met immediately.

PROPERTY DAMAGES

The River House Retreat will keep a credit card number on file for any damages that occur while staying in the home.

ALCOHOL

You are welcome to bring your own alcohol; all alcohol must be served by a licensed caterer, bartender or bar tending service. If you are selling alcohol, a license must be obtained from the City of South Lake Tahoe and presented to us. The consumption of alcohol by minors is strictly prohibited.

CHILDREN

Children must be accompanied at all times. If you allow your children to use the hot tub or swim in the river you do so at your own risk. We are not liable for any injuries, illness or death resulting in such activities.

PETS

Pets are allowed in the home for an additional pet fee of \$100. If you are bringing your dog with you, please bring their bed. Our quality bedding and furniture is for our human guests' comfort. Please note: In the interest of your pet's safety we require that they are directly supervised (ie. not tied up somewhere) and cleaned up after. Any additional cleaning costs due to pets following your check out will be passed on to you.

RESTROOMS

Event Guests are to use the bathroom that is accessible from the outside of the house. The bathrooms inside the house are for Guests staying in the house, not Event Guests. Any Event that has more than 25 Guests will need to rent a Porta Potty.

Please Note: Event guests are not allowed inside the home at any time.

CONFETTI, CANDLES, SPARKLERS & MORE

The following items are prohibited and may NOT be used on the property: nails, screws, tacks, staples, tape, glitter, confetti, rice, birdseed, hay bales or sparklers. No open flame candles are allowed, all candles must be contained one inch above flame level. Any violation of this policy will result in a charge.

FURNITURE and DECORATIONS

Do not move any furniture or any of the decorations without prior consent of owner.

CLEAN UP

All cleanup will need to be completed before your venue rental time expires. Please throw away trash in the bear box located near the mailbox. Please do not leave trash outside of bin. Please be sure to pick up any trash around the outside of the property. Any additional cleaning costs following your check out will be deducted from the security deposit.

FAILURE TO COMPLY WITH VENUE POLICIES WILL FORFEIT SECURITY DEPOSIT

RENTAL FEE

Lessee shall pay to Lessor as a rental fee for the use by Lessee of the Facility, the sum of \$ _____, plus all other charges to be paid by Lessee under this Agreement (the "Rental Fee").

\$ _____ (50%) of the Facility rental is due upon signing of this agreement in order to hold the date of the venue and the balance due (\$ _____) on the rental is due no later than 61 days prior to the event. Failure to pay the balance due will result in a cancellation of the event and forfeiture of the deposit.

SECURITY DEPOSIT

The security deposit serves to protect the Lessor if the Lessee breaks or violates the terms of this Facilities Agreement. It may be used to cover damage to the property and/or additional cleaning. Lessee shall pay to Lessor a security deposit for the use by Lessee of the Facility, in the amount of \$1,500. Lessee agrees to pay \$750.00 (50%) of the security deposit upon signing of this agreement. The balance (\$750.00) of the security deposit is due no later than 61 days prior to the event. Failure to pay the balance will result in a cancellation of the event and forfeiture of the security deposit amount already paid. If there is no damage to the property and/or no additional cleanup is needed, Lessor will return the security deposit to Lessee within 7 days after check out.

INSURANCE

Lessee agrees that it shall, at its sole cost and expense, procure and maintain a policy of event general liability insurance (including contractual liability) in an amount not less than \$2,000,000.00. Such insurance policies shall be carried with companies licensed to do business in the state, reasonably satisfactory to Lessor and shall be non-cancelable and not subject to material change except after thirty (30) days written notice to Lessor. Lessee shall deliver to Lessor duly executed certificates of insurance upon request. Lessor shall not at any time be liable for damage or injury to persons or property in or upon the Facility.

INDEMNIFICATION

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

"AS-IS" CONDITION

Lessee agrees to accept the Facility in its "as-is" condition "with all faults".

ASSIGNMENT AND SUBLICENSING

Lessee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

TERMINATION

Lessor may terminate this Agreement based upon any one or more of the following events:

A. Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due;

B. Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Lessor by law or in equity, Lessor may, with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

INTERFERENCE

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the Building.

RESTORATION

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

CANCELLATION

Lessee may cancel this Agreement at any time up to 180 days prior to the Event Date by providing written notice of such election to Lessor, at no cost to Lessee. If Lessee shall elect to so cancel this agreement between 181 and 61 days prior to the Event Date, Lessee will be charged 50% of the Rental Cost and any expenses incurred in good faith by Lessor in preparation for Lessee's use of the Facility. For cancellations 60 days prior to Event Date, Lessee will be charged 100% of the Rental Costs and any expenses incurred by Lessor.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of California.

SIGNATORIES

This Agreement shall be signed by Eugene Canepa and by _____.

Lessor

_____ Date: _____
Eugene C. Canepa

Lessee

_____ Date: _____

Permitted Use Questionnaire Addendum

To be attached to signed Facilities Rental Agreement. Use is limited to the following;

_____ Date of Event
_____ Start Time
_____ End Time
_____ Type of Event
_____ Max # of Guests permitted

Indicate Yes/ No

_____ Tent If yes, name of rental company _____
_____ Band/ DJ If yes, name of Band/DJ company _____
_____ Catering service If yes, name of rental company _____
_____ Alcohol served If yes, name of security company _____
_____ Photographer If yes, name of Photographer _____
_____ Videographer If yes, name of Videographer _____
_____ Wedding Planner If yes, name & Contact # _____
_____ Porta Potty? If yes, Rental company & Contact # _____

Lessee

Name

Date _____
Signature

Approved By:

Lessor or Appointed Representative

Name

Date _____
Signature