

## 2018-19 FACILITIES RENTAL AGREEMENT

This Facilities Rental Agreement ("Agreement"), is entered into on \_\_\_\_\_, by and between Mountain View Weddings, of 48080 SE Coalman Road, Sandy, Oregon 97055 ("Lessor") and \_\_\_\_\_, of \_\_\_\_\_, ("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 Mountain View Weddings "Facility" for the wedding of \_\_\_\_\_ and \_\_\_\_\_ to be held on \_\_\_\_\_ at \_\_\_\_\_. Rental is for the facility, use of the on site kitchen, up to 35 tables, and up to 250 chairs. 2 portable restrooms will be provided. Tents, linens, and catering are not included.

### DATE/TIMES OF PERMITTED USE

Access to the Facility for the Event will commence at 10:00 am on the date of the Event and will end at 11:00 pm. Access is also available the day before the event for set-up/rehearsal. **Rehearsal dinner on site is not an option.** Access is also available the day following the event for pick-up of personal property. Access to the house is for the bridal party only.

### 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"). Lessee shall deposit the sum of \$500.00 with Lessor upon the execution of this Agreement, which sum shall be applied by Lessor to the Rental Fee upon completion of this Agreement. This deposit is non-refundable. The balance of the Rental Fee shall be paid in full by Lessee 60 days prior to the event.

**CLEANING / DAMAGE DEPOSIT:** In addition to your rental fee, a separate cleaning/damage deposit of \$200 is due 45 days prior to your rental date. The following requirements must be met to receive a full refund of the deposit:

1. No physical damage to the building, equipment, or property.
2. No excessive cleaning required as a result of event use.
3. You must remove all decorations and personal property from the venue at the end of your event.
4. All rental equipment must be neatly stacked for pick up. (Monday pick-up following the event is fine)
5. All trash must be cleaned up and hauled away. If we are responsible for hauling away your trash, \$50 of the cleaning deposit will not be returned.

If the above terms are met, your cleaning/damage deposit will be refunded one week after your event.

**ALCOHOL:** The following rules apply to alcohol service at Mountain View Weddings:

1. A certified, licensed, and insured bartender or bartending service must handle, control, and serve all alcoholic beverages at your event.
2. All bartenders must be certified or licensed by the state of Oregon to serve alcohol.
3. All alcohol service and consumption must comply with Oregon state liquor laws.
4. **Only bartenders employed by the hired bartending service may have control of and serve alcoholic beverages at the event. The Renter and guests of the event are not allowed to serve alcoholic beverages at the event.**
5. **Alcohol service must end sixty (60) minutes prior to the end of the event. No alcohol is to be served after 10:00 pm.**
6. You agree to comply with and cause the event to comply with all of the forgoing provisions. In addition, you agree to hold harmless, defend and indemnify Mountain View Weddings from and

against any claims, injuries, causes of action, damages or expenses whatsoever resulting from or arising out of the service or consumption of alcohol at the event, or any failure to comply with the Rental contract.

### **SMOKING**

Smoking is allowed in a designated area only. No smoking on the deck or grassy areas.

### **INSURANCE**

Lessee agrees that it shall, at its sole cost and expense, procure and maintain a policy of commercial general liability insurance (including contractual liability) in an amount not less than \$500,000.00 per occurrence. 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".

### **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.

### **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 179 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 Oregon. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Oregon.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LESSOR  
Mountain View Weddings

By: \_\_\_\_\_  
Kathleen M Harrison or Roger R Harrison  
PO Box 577 Sandy, OR 97055 (mailing address)

LESSEE e-mail phone

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