

RENTAL AGREEMENT

THIS RENTAL AGREEMENT (the "Agreement") made effective as of _____, 20____ by and between Sundara LLC, whose address is 453 Apple Road, Boones Mill, Virginia 24065 ("Lessor"), and _____, whose address is _____ ("Lessee").

In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, Lessor and Lessee agree as follows:

A. RENTAL OF PROPERTY.

1. Grant of Permission. Lessor gives permission, revocable and terminable as provided below, to Lessee to enter on the real property of Lessor described below during the Term (as defined below) on the terms and conditions set forth in this Agreement, to which Lessee agrees.

2. Description of Property. The real property that Lessee is permitted to enter under and pursuant to this Agreement is located at 453 Apple Road, Boones Mill, Virginia, and includes the bridal changing room, groom's room, porches, and kitchen within the Residence located thereon but excludes the remainder of the Residence (the "Property").

3. Purpose. Lessor has granted Lessee permission to enter the Property for the following purpose only: _____

4. Term and Property Rental Fee. This Agreement shall be effective from _____ p.m. on _____, 20____ until _____ p.m. on _____, 20____ (the "Term") (This does not include set up time). Lessee may store items on the Property, at Lessee's sole risk, prior to the commencement of the Term with Lessor's consent. Lessee shall pay to Lessor a fee of _____ Dollars (\$_____) for rental of the Property (the "Property Rental Fee") for the Term plus sales tax on Property Rental Fee of _____ Dollars (\$_____), totaling _____ Dollars (\$_____), one-half (1/2) of which is payable in advance at the execution of this Agreement and the remaining unpaid balance of _____ Dollars (\$_____) is due no later than thirty-five (35) days prior to the commencement of the Term. Lessee shall not have the right to renew this Agreement or to extend the Term without the written agreement of Lessor.

5. Permission not Exclusive. The permission granted to Lessee under this Agreement is not exclusive to Lessee or Lessee's guests or invitees during the Term of this Agreement; provided, however, Lessor will not enter into a license agreement with another person or entity for holding an event at the Property during the Term of this Agreement. Lessee agrees that no more than two hundred (200)* guests shall be upon the Property at any one time during the Term of this Agreement. Lessor may enter the Property for purposes of inspection and enforcement of this Agreement at any time.

*For larger events, there is a charge of \$20 per guest over 200 (initial) _____

6. Rules and Regulations. Lessee shall use the Property in accordance with the rules imposed by Lessor, including, but not limited to, the following:

a. Lessee shall not erect or have erected any permanent buildings or other structures on the Property. Lessee may, with Lessor's written consent, erect tents on the Property but shall not erect or have erected or installed any other temporary structures, fixtures, shelters, attachments, or other things on the Property without Lessor's prior written permission. Lessee shall remove all tents and other permitted structures placed on the Property by Lessee prior to the expiration of the first business day after the expiration or earlier termination of the Term of this Agreement or such later date as Lessor and Lessee may agree in writing. Lessee shall repair, at Lessee's cost, any damage to the Property caused by the erection or removal of such structures on the Property.

b. Blue Ridge Catering will be the exclusive provider of food (with the exception of wedding cakes/pastries), beverages (including alcoholic beverages) and the service personnel for said services. Blue Ridge Catering will provide a Virginia ABC License for their clients. (initial) _____

c. During the Term of this Agreement, Lessee shall maintain general liability insurance, including contractual or assumed liability coverage, and property damage insurance. Lessor recommends that Lessee obtain an endorsement to its general liability insurance policy covering the sale, distribution, and/or consumption of alcohol if Lessee intends to serve alcohol during the Term. Lessee's insurance shall be on an occurrence basis and shall provide limits of not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. The insurance provided by Lessee shall be primary coverage and not calling upon any insurance procured by Lessor for defense, payment, or contribution and shall be written by an insurance company licensed to do business in the Commonwealth of Virginia and acceptable to Lessor in its discretion. The insurance policies of Lessee shall name Lessor as an additional insured. Lessee shall provide Lessor with a certificate of insurance demonstrating that Lessee has obtained the insurance required by this Section A, Paragraph 6c at least thirty-five (35) days prior to the commencement of the Term. If Lessee fails to provide Lessor with such evidence of insurance prior to such date, Lessor, in its discretion, may terminate this Agreement on written notice to Lessee pursuant to Section C, Paragraph 3(ii) of this Agreement. (initial) _____

7. Protection of Vegetation. Lessee shall not cut, mutilate, damage, or injure, or permit any of Lessee's guests, invitees, agents, contractors, or licensees to cut, mutilate, damage, or injure, any plantings, trees, shrubbery, or other vegetation on the Property.

8. Nuisance. Lessee shall not use the Property for other than the stated Purpose, and shall not perform or permit any of Lessee's guests, invitees, or licensees to engage in any disorderly conduct or commit any nuisance on the Property or to use the Property in any way so as to interfere with the exercise by other lessees or permittees of privileges that Lessor may give them in the Property. Lessee shall remove from the Property and prohibit from entering any person Lessor determines, in its sole discretion, to be objectionable.

9. Maintenance. Lessee is responsible for any damage to Property caused by Lessee or Lessee's guests, invitees, agents, contractors, or licensees.

10. Compliance with Laws; Fire Protection. Lessee shall comply with all rules and regulations, whether federal, state, or county, relating to the occupancy and use of the Property, and shall take all reasonable precautions to prevent or suppress fires on the Property.

B. RENT OF TENT, TABLES, CHAIRS, ETC.

1. Tent and Equipment. Lessor rents to Lessee for the Term one (1) forty foot by eighty-five foot (40' X 85') frame tent (the "Tent"), lighting package – Tuscan lighting, four (4) stations (food/bar), one (1) cake station, tent color wash (color to be determined by Lessee), pole skirts, side curtains with windows, draped ceiling, two (2) audio speakers, and one (1) wireless microphone (which only works in the Tent).

Lessor also shall provide Lessee with onsite supervisor for Tent.

2. Tables, Chairs, Etc. Lessor agrees to provide to Lessee, at no additional cost, the following for use during the Term: **(initial)** _____

- 100 white wooden folding chairs
- White wooden benches to seat 150
- 15 four ft. round tables
- 10 five ft. round tables
- 4 six ft. rectangular tables
- 4 eight ft. rectangular tables
- 2 nine ft. plantation tables
- 10 bistro tables
- 200 gold chiavari chairs with off-white cushions
- Set up and break down of these items
- Coordination/Planning
- Bath house stocked with hand towels
- 20' x 20' stage and 20' 20' tent for the stage
- 2 parking attendants

Golf cart
Kitchen for the caterer
Bridal changing room
Groom changing room
15' x 18' dance floor
500 lbs of ice
Clean-up and trash removal

3. Weather. Lessee assumes all weather related risks, including, but not limited to, responsibility for rental fees, personal property damage (but specifically excluding damage to Tent), personal injury, and time delay. Lessee understands that Tents are temporary structures designed to provide limited protection from weather conditions, primarily sun and rain; however, there may be situations, particularly those involving strong winds and lightning, in which Tents will not provide protection and may even be damaged or blown over. Evacuation of Tents to avoid possible injury is recommended when severe weather threatens the area where a Tent is erected. People must leave the Tent and not seek shelter in a Tent during such conditions. It is best to evacuate when in doubt. Lessee understands that it is Lessee's responsibility to be aware of changing weather conditions and to exercise his, her, or its best judgment with regard to the evacuation of a Tent. Lessee agrees that, in the event of a predicted or actual storm or excessive winds, Lessor has the right, in its determination, to not erect the Tent or to dismantle any Tent that has been erected to ensure the safety of all involved.

4. No Cooking, Source of Fire, etc.. Lessee agrees not to do any type of cooking in, about, under, or within a reasonable distance of a Tent without Lessor's prior written consent. Tiki torches and sources of fire must be at least fifteen feet (15') away from the Tent. No fireworks or sparklers may be used in, about, under, or in the vicinity of the Tent. No colored streamers, tape, or other items may be placed on the Tent or side curtains.

5. No Representation. Lessor makes no representation, warranty, or agreement, oral or written, expressed or implied, with respect to the Tent except as expressly provided herein.

C. GENERAL PROVISIONS.

1. Indemnification. Lessee shall enter upon the Property and use the Tent, equipment, tables, chairs, etc., pursuant to this Agreement at its own risk. Lessee agrees to indemnify and hold Lessor, its members, managers, employees, agents, and representatives, and each of them, harmless from and against any and all liability, claims, actions, judgments, fines, damages, costs, losses, and expenses of any nature whatsoever (including, but not limited to, reasonable attorneys' fees and court costs) resulting from, arising out of, or in any way connected with (i) Lessee's occupation or use of the Property, (ii) the conduct of Lessee's event or any activity permitted or suffered by Lessee on or about the Property, (iii) any act or omission of Lessee or Lessee's guests, invitees, licensees, agents, and contractors, (iv) use of the Tent,

equipment, tables, chairs, etc., or any activity permitted or suffered by Lessee in, on, about, under, or in the vicinity of the Tent, or (v) or the failure on the part of Lessee to perform fully all Lessee's promises contained in this Agreement. Lessor shall not be liable to Lessee, for any reason other than Lessor's negligence, if Lessee's occupation or use of the Property under and pursuant to this Agreement shall be hindered or disturbed. This indemnification shall survive the expiration or termination of this Agreement.

2. Assignment. Lessee's rights under this Agreement shall not be assignable by Lessee, in whole or in part, without the written consent of Lessor, which Lessor may withhold in its discretion. Lessor shall have the right to assign this Agreement and, upon such assignment, Lessor automatically shall be deemed freed and released from all responsibility and liability to Lessee with respect to Lessor's obligations under this Agreement.

3. Termination. Lessor may terminate this Agreement on written notice to Lessee (i) upon the occurrence of an extraordinary event that would prevent the use of the Property or the Tent for its intended purpose or (ii) if Lessee shall fail to comply with any of the provisions of this Agreement.

4. Termination Fees. If Lessor terminates this Agreement under Section C, Paragraph 3(i) of this Agreement, Lessor shall refund to Lessee all Property Rental Fees and Tent Rental Fees previously paid, and Lessee shall not be responsible for paying any remaining unpaid Property Rental Fee and Tent Rental Fee balances. If, prior to the date which is thirty-five (35) days before the commencement of the Term, Lessee terminates this Agreement without cause or Lessor terminates this Agreement under Section C, Paragraph 3(ii), Lessor shall retain, as a cancellation fee, the initial fifty percent (50%) of the total Property Rental Fee and Tent Rental Fee paid by Lessee under this Agreement. If, within thirty-five (35) days of the commencement of the Term, Lessee terminates this Agreement without cause or Lessor terminates this Agreement under Section C, Paragraph 3(ii) above, Lessor shall retain, as a cancellation fee, the entire Property Rental Fee and Tent Rental Fee. If Lessor terminates this Agreement under circumstances where Lessor is entitled to all or any portion of the Property Rental Fee and Tent Rental Fee as a termination fee, Lessor shall be entitled to pursue all available remedies against Lessee for the recovery of such Property Rental Fee and Tent Rental Fee. **(initial)** _____

5. Notices. Any notice provided for or concerning this Agreement shall be in writing and shall be sent by regular mail, postage prepaid, to the following address of each party set forth in the first paragraph of this Agreement.

6. Removal of Property. On expiration or termination of the Term, whichever occurs first, Lessee shall (i) quietly and peaceably surrender the Property occupied by Lessee and return the Tent, tables, chairs, etc. to Lessor, all in as good condition as existed at the time of Lessee's entry on the Property under this Agreement and, subject to the provisions of Section A, Paragraph 6a above, (ii) remove all of Lessee's personalty, equipment, and other items placed by Lessee on the Property by

the date and time set by Lessor. If Lessee fails to timely remove such items, Lessor shall have the right to make such removal at Lessee's expense, the amount of which expense Lessee shall pay to Lessor on demand, and, if Lessor shall so elect, it shall have the right to take possession of and appropriate to itself without payment therefor any property of Lessee, or anyone claiming under Lessee, then remaining on the Property.

7. Joint Lessees. In the event Lessee is two (2) or more persons or entities, then the obligations of Lessee shall be their joint and several obligations, and notice given to one (1) of them shall be deemed notice to both or all.

8. Time Is of the Essence. It is specifically declared and agreed that time is of the essence of this Agreement.

9. Attorneys' Fees. Lessor shall be entitled to recover its reasonable attorneys' fees and court costs expended if it has to enforce this Agreement against Lessee.

10. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia.

11. No Waiver. The failure of either party to this Agreement to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

12. Effect of Partial Invalidity. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the invalidity of the invalid provision.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

14. Modification of this Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

15. No Responsibility. **Lessor is not responsible for items stored or placed on the Property before or during the Term or left on the Property after the expiration or earlier termination of the Term, nor shall Lessor be liable for lost or stolen property of Lessee or any of Lessee's guests, invitees, contractors, agents, or Lessees.**

In witness hereof, each party to this Agreement has caused it to be executed on the date(s) indicated below.

LESSOR:

SUNDARA LLC

Date: _____

By: _____
Patricia C. Trostle, Manager

LESSEE:

Date: _____

Printed Name

Tel: _____

Date: _____

Printed Name

Tel: _____

Please sign and return the original with your deposit within the week to reserve your date. Sundara LLC will return a copy to you for your files after signing.