

## FESTIVAL LEASE AGREEMENT

THIS FESTIVAL LEASE AGREEMENT (this "Lease") is made as of [REDACTED] by and between [REDACTED] ("Landlord"), and **The Society For Creative Anachronism, Inc.**, a nonprofit corporation ("Tenant").

### RECITALS

A. Tenant is a nonprofit corporation whose purpose is to encourage cooperation and free interaction among artists, art teachers, students, craftsmen, and others engaged in artistic activities.

B. To further its purpose, Tenant desires to re-create a Medieval Village to be known as the 2006 Coronation (the "Festival").

C. Landlord desires to support Tenant's efforts by providing certain land and facilities required for the Festival.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties hereby agree as follows:

### AGREEMENT

**1. Definitions.** As used in this Lease, the following terms shall have the following definitions:

a. "Festival Merchandise" shall mean all event merchandise relating solely to the Festival (including but not limited to T-shirts, caps, badges, publications, posters, cards) made available for sale at the Festival.

b. "Vendor Merchandise" shall mean all crafts, wares, food, beverage, and other refreshments made available for sale at the Festival. Food vendor will be up to SCA as this event is not open to the public.

**2. Premises.** Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, those certain premises described in **Exhibit A** attached hereto (the "Premises").

**3. Nonexclusive Possession.** The use and possession of the Premises by Tenant during the term of this Lease shall be exclusive except as to Landlord, its agents, contractors, employees, guests, invitees, and licensees.

**4. Use and Purpose.** The Premises are to be used by Tenant solely for the purpose of conducting thereon the Festival and for no other business or purpose. Tenant shall make the Premises available to the public for recreational purposes.

**5. Term.** The term of this Lease shall commence on [REDACTED] and shall terminate on [REDACTED]. The schedule of Festival events during the term of this Lease is set forth in **Exhibit B** attached hereto.

**6. Rent.** There shall be a charge of **Two Thousand Dollars (\$2000)** plus an additional **Three Hundred Dollars (\$300)** for garbage not including the cost of the dumpsters). Parking will all be directed to the mill site for this event.

**7. Sponsorship.** In consideration of this Lease, Tenant hereby agrees to acknowledge Landlord as a sponsor of the Festival. As such, Landlord's name and sponsorship shall be prominently featured in all promotional and advertising materials for the Festival, as well as on signs in and around the Premises. Notwithstanding the foregoing, Landlord retains and reserves all rights to the use of its name and logo and the names and logos of any of its affiliates. Any materials containing Landlord's name or logo must receive the prior written approval of Landlord before display or distribution. Landlord reserves the right to establish a hospitality booth or other facility on the Premises during the term of this Lease, or otherwise to advertise its sponsorship of the Festival in any manner it chooses.

**8. Approvals and Permits; Compliance with Laws.** Tenant shall obtain all approvals and permits required by any law, regulation, or ordinance for the Festival prior to the commencement of the term of this Lease, including applicable health permits for food vendors. Tenant shall comply with all applicable laws, regulations, and ordinances, and with the lawful requirements of all government agencies with jurisdiction over the Premises. Tenant shall pay all costs, fees, and taxes due any government agency in connection with the Festival. Tenant shall comply with all laws, regulations, and ordinances regarding public accommodations, including accommodations of disabled persons.

**9. Utilities.** Landlord agrees to provide the following utility services free of charge to Tenant during the term of this Lease: electricity and water. Landlord makes no representation or warranty whether the amounts, types, and locations of utility services provided by Landlord to Tenant will be adequate to meet Tenant's demands. Tenant shall provide an adequate number of portable toilets for public use on the Premises during the Festival. Tenant shall obtain any government approvals or permits required for the use of portable toilets and shall maintain such facilities as fully operational and sanitary at all times. Garbage dumpsters will be located on the mill site, ball field, observation deck, or another approved site by the Landlord. Olympic Property Group will provide trashcans in the town site, road cones and a paint line sprayer for use by SCA.

**10. Condition of Premises.** Tenant has inspected the Premises and accepts them in their present condition, as-is, subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of the Premises. Landlord shall not be required to make any alteration, improvement, or repair of any kind to the Premises. The Premises shall at all times be kept and used by Tenant in accordance with the laws of the state, county, or city in which the Premises are located and in accordance with all directions, rules, and regulations of the health officer, fire marshal, building inspector, or other proper officer of any public authority having jurisdiction, at the sole cost and expense of Tenant. Tenant shall permit no waste, damage, or injury to the Premises and, at Tenant's own cost and expense, for its own account and not as agent of Landlord, shall perform all repairs of any nature caused by reason of Tenant's failure to protect the premises to its condition at the commencement of the term of this Lease (the "Original Condition") prior to the termination of the term of this Lease. Landlord shall have the right to inspect the Premises before termination of the Lease term and to require

additional clean-up work as needed. If Tenant fails to return the Premises to its Original Condition, Landlord may arrange for all necessary work, in which case Tenant shall promptly repay Landlord for the costs and expenses thereof.

**11. Accidents; Indemnity.** All personal property, including Festival Merchandise, Villages, Parking, Tournament Arenas, Camping Areas, and Vendor Merchandise, on the Premises shall be at the sole risk of Tenant. Landlord or Landlord's agents shall not be liable for any damage, either to person or property, sustained by Tenant or others caused by any defects now in the Premises or hereafter occurring therein, caused by fire or by the bursting or leaking of utility facilities, from any act or neglect of any person or due to the happening of any accident from whatsoever cause in and about the Premises. Tenant shall indemnify, defend, and hold Landlord and Landlord's agents, contractors, employees, guests, invitees, and licensees harmless from and against any and all liabilities, losses, and claims for damages suffered or alleged to be suffered in or about the Premises by any person, firm, or corporation during the Lease term except to the extent that such liabilities, losses, and claims are attributable to the gross negligence of intentional misconduct of Landlord.

**12. Security.** Tenant shall provide, at its sole expense and discretion, any police services or private security services required for the orderly conduct of the Festival and to protect the Premises, Festival Merchandise, Villages, Parking, Tournament Arenas, Camping Areas, and Vendor Merchandise.

**13. Liability Insurance.** Tenant shall maintain in force during the term of this Lease a policy of comprehensive public liability insurance issued by a company acceptable to Landlord and insuring Tenant and Landlord against any liability, including without limitation damages to the Premises and other property of Landlord, arising out of the use, occupancy, or maintenance of the Premises and all areas appurtenant thereto during the Lease term. Such insurance shall be in an amount of not less than One Million dollars (\$1,000,000). Such policy shall name Landlord ( [REDACTED] ) as a primary additional insured and shall provide that it may not be cancelled without ten (10) days' prior written notice to Landlord. Landlord shall be furnished with a certificate evidencing issuance of such policy of liability insurance and such certificate shall recite that said policy may not be cancelled without ten (10) days' prior written notice to Landlord. If Tenant shall fail to maintain said insurance Landlord may, but should not be required to, procure and maintain the same at the expense of Tenant.

**14. Waiver of Subrogation.** Each of Tenant and Landlord waives any and all rights of recovery against the other, or against the officers, employees, agent, and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, for such loss or damages insured against under any insurance policy in force at the time of such loss or damage.

**15. Liens and Insolvency.** Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant. In the event Tenant becomes insolvent or voluntarily or involuntarily bankrupt or if a receiver, assignee, or other liquidating officer is appointed for the business of Tenant, then Landlord may terminate this Lease at Landlord's option.

**16. Assignment.** Tenant shall not assign this Lease or any part hereof without the written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

**17. Access.** Tenant shall allow Landlord and Landlord's agents, contractors, and employees free access at all times to the Premises for the purpose of inspection or of making repairs, additions, or alterations to the Premises or any property owned by or under the control of Landlord, but this right shall not be construed as an agreement on the part of Landlord to make any repairs, all of such repairs to be made by Tenant as aforesaid.

**18. Authority.** Tenant certifies that its Board of Directors has authorized the execution of this Lease and that the person executing this Lease on behalf of Tenant has due authority to do so.

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

**LANDLORD:**

[REDACTED]

By: \_\_\_\_\_

Print Name: [REDACTED]

Its: [REDACTED]

**TENANT:**

**Society for Creative Anachronism, nonprofit corporation**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

## **ADDENDUM**

The areas that will be used for this event will be limited to the Plateau, The Baseball Field, The North Bluff and the area behind the espresso stand. There is a wedding and reception at the Pavilion that had been previously scheduled and all efforts will be made to protect their privacy. The area known as "The Bowl" will be used for wedding parking and therefore not available to the SCA for this event.