

EVENT NAME: \_\_\_\_\_EVENT DATE: \_\_\_\_\_

The Lease Agreement is only confirmed upon signatures of the Lessee and approved representative of Shadow Mountain Ranch LLC DBA Ely Duck Creek Lodge (Lessor), and full payment of the required deposit is made.

**LEASE AGREEMENT**

This agreement, made and entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **Ely Duck Creek Lodge** hereinafter referred to as the Lessor, and \_\_\_\_\_ hereinafter referred to as the Lessee. Lessor and Lessee may jointly be referred to herein as "parties" or "party".

**1. RENTAL RATES AND ASSOCIATED FEES: (Check all that apply)**

House, lawn area, north pasture:

\$5,000

**Included Items:**

- House
- Grounds surrounding the house
- Firepit area
- North pasture
- West, east and south lawn
- Picnic tables, lawn furniture
- EDC to provide four portable restrooms with hand sink
- EDC to provide dump trailer on site for waste
- Damage deposit \$1,000 (Refundable)

**TOTAL FEES, Deposits: \$ 6,000**

# SHADOW MOUNTAIN RANCH LLC DBA ELY DUCK CREEK LODGE

APPLICANT NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

BRIDE NAME: \_\_\_\_\_

BRIDE PHONE: \_\_\_\_\_

GROOM NAME: \_\_\_\_\_

GROOM PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TIME OF EVENT: \_\_\_\_\_

APPROXIMATE NUMBER OF GUESTS: \_\_\_\_\_

EVENT PLANNER NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

CATERER NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

ENTERTAINMENT: \_\_\_\_\_

PHONE: \_\_\_\_\_

## RENTAL DEPOSIT AND FINAL PAYMENT:

At the time of the lease, the deposit of \$2,500 will be required to secure your date.

The final payment will be due no later than 60 days prior to the use of the facility.

**DEPOSIT:** \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_

**PARTIAL PAYMENT:** \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_

**FINAL PAYMENT:** \$ \_\_\_\_\_ Date Due: \_\_\_\_\_

**DAMAGE DEPOSIT:** \$ 1000 DUE: One week prior to event

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**2. RULES AND REGULATIONS OF CONDITIONS OF USE:**

It is mutually agreed that the Lessor and Lessee shall be bound by the rules and regulations of conditions of use in this agreement.

**3. CANCELLATION BY LESSEE:**

Should the Lessee cancel the contracted event in advance of sixty days prior to the scheduled event, a refund will be made minus a \$750 fee. No refund will be made after the sixty days.

**4. CANCELLATION BY LESSOR:** Lessor shall have the right to cancel or terminate at any time before or after the event starts if, 1) the purpose of use is changed from the event, 2) the Lessee is in default of this agreement, or 3) in the interest of public safety.

**5. INDEMNITY:**

Lessor shall not be liable for any damages or injury of or to the Lessee, Lessee's family, guests, agents, or employees or to any person entering the premises, and Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature.

**6. INSURANCE:**

It will be required of the Lessee to show proof of liability coverage in the amount of at least \$1,000,000, which names the Shadow Mountain Ranch LLC as the additional insured. Proof of this insurance policy will be required 30 days prior to the event. The typical cost for this is around \$150, and can be purchased through your current insurance provider or [www.theeventhelper.com](http://www.theeventhelper.com).

**7. SETUP, CLEANUP, and ACCESS:**

Lessee may set up beginning at 1:00 pm one day prior to the event and must complete clean up no later than 11:00 am the day after the event. Lessee agrees to leave Lessor's property in condition equal to that found upon their arrival. Cleaning deposit check will be held and returned to Lessee after property is returned to original condition. **Event will last no later than 11:00 p.m., with music and entertainment concluding by 10:30 p.m.** Lessor will provide garbage cans and dumpster at no additional costs to Lessee.

**8. CATERERS/VENDORS:**

Unless otherwise negotiated, Lessee is responsible for all catering including tableware, linens, grills, etc., vendors, entertainment, florists, and audio-visual equipment.

**9. RESTROOMS:**

Lessor will provide basic portable restrooms and wash sinks for your event at no additional costs. There will be approximately 3-4 restrooms available per event, depending on the size of event. Use of the restrooms inside the house will be

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limited to handicapped and elderly use only. Overuse of this restroom will cause it to clog, and Lessee will be responsible for cost to unclog and/or pump septic tank.

**10. PUBLIC SAFETY:**

Lessee agrees that at all times they will conduct activities with full regard to public safety. Lessee agrees to enforce the rule of no dogs on property. Lessee agrees that no illegal activity will be permitted on or around the Shadow Mou.

**11. CONTROL OF FACILITY, RIGHT OF ENTRY AND PARKING:**

In renting the facility to the Lessee, it is understood that the Lessor does not relinquish the right to control the management thereof, and to enforce all laws, rules and regulations. Authorized representatives of Lessor may enter or remain on the premises during the time of setup or the event. All parking rights and privileges are under the control of and reserved by the Lessor.

**12. SMOKING:**

Smoking will not be allowed inside any building on the premises. Areas outside the house and in the gravel are designated as smoking areas. Lessee and Lessee's guests are required to obey all laws and regulations related to the use of smoking materials. Lessee will be responsible for the cost of repairs and cleanup that result from smoking during an event.

**13. POLICING EVENTS:**

Lessor reserves the right to eject or cause to be ejected from the premises any intoxicated or any disorderly person or persons, and neither Lessor nor any of its officers, agents and employees shall be liable to Lessee for any damages that may be sustained by Lessee by the exercise of Lessor of such right.

**14. ANNOUNCEMENTS:**

Lessor reserves the right to provide announcements in the form of flyers or posters, which would relate briefly to future events.

**15. NON-ASSIGNMENT:**

Lessee cannot assign, transfer or subject this agreement to a third party.

**14. OTHER DOCUMENTS:**

The parties agree to execute any and all other documents reasonably necessary to effectuate this Agreement. In addition, if this Agreement omits, or is ambiguous as to a material term, the parties must negotiate the term in good faith, and, if they are unable to reach agreement on that term, it shall be supplied by a court according to the standard of what is reasonable under the circumstances.

**15. ATTORNEY'S FEES & COSTS:**

In the event of litigation or arbitration between the parties, the non-prevailing party must pay all reasonable costs and attorney's fees and expenses of the prevailing party.

**SHADOW MOUNTAIN RANCH LLC  
DBA ELY DUCK CREEK LODGE**

- 16. TIME:**  
Time is of the essence of all terms and conditions herein. All acts must be performed strictly on time.
- 17. MODIFICATIONS:**  
Any modifications or extensions of this Agreement must be in writing and signed by all parties.
- 18. BINDING:**  
This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the respective parties hereto.
- 19. COUNTERPARTS:**  
This Agreement may be signed in counterparts and it will be effective as soon as all parties have executed at least one counterpart.
- 20. FAX OR SCANNED SIGNATURE:**  
A FAX or scanned signature shall have the same effect as an original ink signature.
- 21. TOTAL AGREEMENT:**  
I acknowledge that I have read, fully understand, and agree to abide by the terms and conditions of this agreement. This agreement shall be binding upon the parties, their heirs, and representatives.

LESSEE: \_\_\_\_\_ DATE: \_\_\_\_\_

Co-LESSEE: \_\_\_\_\_ DATE: \_\_\_\_\_

LESSOR: **Shadow Mountain Ranch LLC DBA Ely Duck Creek Lodge**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Anne Kellogg

Make checks to: **Shadow Mountain Ranch LLC  
C/O The Dishers  
510 E. Fairview Lane  
Ely, NV 89301**