

## LEASE AND USAGE AGREEMENT

THIS LEASE AND USAGE AGREEMENT was entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between CLEARWATER FARM INC., a Wisconsin non-profit corporation ("Clearwater Farm") and \_\_\_\_\_, ("Guest") for the lease and use of the following at 760 Green Coulee Road, Onalaska, WI 54650:

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("Premises").

The parties hereby agree the terms of the Lease and Usage Agreement are as follows:

1. Purpose. The above-described premises are being rented by Guest for the purpose of \_\_\_\_\_ and for no other purpose without the prior written consent of Clearwater Farm, and for the time period of \_\_\_\_\_ (a.m./p.m.) to \_\_\_\_\_ (a.m./p.m.) on the following day(s): \_\_\_\_\_

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2. Furnishing of Services. Clearwater Farm shall furnish the following services to Guest (Rental on Equipment): \_\_\_\_\_

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3. Damage Deposit. Guest shall pay to Clearwater Farm the amount of one hundred fifty dollars (\$150) as a damage deposit at the execution of this Lease Agreement to secure the date and time for use of the premises set forth above, and to insure the premises are left in a condition pursuant to the rules established from time to time by the directors of Clearwater Farm, a copy of which is attached to this Lease. In the event the premises are left in the condition required, Guest shall receive the amount of one hundred fifty dollars (\$150) from said damage deposit. After a follow-up inspection by a Clearwater representative, said deposit will be refunded if property is found in original condition. If damage or cleaning has not been done, deposit will be forfeited.

4. Rent. Guest shall be charged the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for rental of the above-described premises, payment to be made by Guest in advance of rental period and made payable to "Clearwater Farm Inc." and mailed to Clearwater Farm Inc., P.O. Box 352, Onalaska, WI 54650, at least fourteen (14) days prior to said rental period. Cash, check, money order or cashier's check only. Rental fee is nonrefundable.

5. Rules and Regulations. Guest shall abide by and conform to all rules and regulations adopted or prescribed by Clearwater Farm for the use of the premises, a copy of the current Rules and Regulations being attached to this Lease Agreement and will also be posted on the premises being rented.

6. Indemnification. Guest agrees to indemnify and save harmless Clearwater Farm, its directors, officers, employees, members and agents against any and all claims or liabilities for damages or injuries incurred by Guest or any person using the premises under this Agreement, that may arise or accrue by reason of the use of the premises and facilities by Guest.

7. Compliance with law. Guest shall comply with all laws of the United States, State of Wisconsin, City of Onalaska, and all rules and requirements of the police and fire departments or other municipal authorities of the City of Onalaska.

8. Intoxicating Liquors. Guest will not cause or allow beer, wine or liquors of any kind to be sold on premises. See Section 8a.

a. Permission to consume alcoholic beverages on the Clearwater premises will be allowed under the supervision of said renter (name of renter \_\_\_\_\_). All State and Federal drinking laws will be enforced. **NO UNDERAGE DRINKING WILL BE TOLERATED. VIOLATORS WILL BE PROSECUTED.**

CLEARWATER REP.: \_\_\_\_\_ DATE \_\_\_\_\_

RENTER: \_\_\_\_\_ DATE \_\_\_\_\_

9. Damage. Guest shall not damage or in any manner deface the premises, facilities or equipment on the premises, and shall not cause or permit anything to be done on the premises or with the equipment or facilities which would cause any damage. Any damage caused by Guest or caused as a result of the event held on the premises by Guest shall be the responsibility of Guest. **No fireworks permitted.**

10. In relation to Clearwater animals: No food of any kind will be fed other than hay or grain supplied by Clearwater Farm. No one shall enter enclosed, locked pastures or release any animals from said paddocks. The chickens will not be chased or taunted. Cats will not be picked up or held. Please supervise your guests as to their interactions with the animals. Keep all hands and fingers a safe distance from the mouths of all animals.

11. Staff. Guest understands and agrees that Clearwater Farm does not furnish any staff nor otherwise provide any staff for the event held by Guest on the premises. Staff can be available upon prior request and payment.

12. Fire pit is available upon request. Extra fee may apply. No firewood will be brought in on property. Renter will be trained on safety procedures.

13. RELEASE. CLEARWATER FARM SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR INJURY THAT MAY OCCUR TO GUEST OR GUEST'S AGENTS, EMPLOYEES, PROPERTY OR TO ANY PERSON WHO MAY ATTEND THE EVENT HELD BY GUEST ON THE PREMISES, FROM ANY CAUSE. GUEST EXPRESSLY RELEASES CLEARWATER FARM FROM AND AGREES TO INDEMNIFY CLEARWATER FARM AGAINST ANY AND ALL CLAIMS FOR SUCH LOSS, DAMAGE OR INJURY.

14. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin.

15. Entire Agreement. This Lease and Usage Agreement, and all documents attached to or referenced by this Agreement, shall constitute the entire agreement between the parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CLEARWATER FARM INC.

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

Printed Name: \_\_\_\_\_

GUEST:

\_\_\_\_\_

Printed Name: \_\_\_\_\_