



www.SplatHill.com
6841/6851 Marysville Road
Browns Valley, CA 95918
(916)971-2772
Fax: (916) 362-1086

LEASE

1. **PARTIES**

Mark P. Brown, hereinafter Lessor, hereby leases to _____ hereinafter Lessee/Lessees, those certain premises located at 6841 and 6851 Marysville Road, in Yuba County, California, which include the Lodge, the Bunk House and meeting room, which premises hereinafter will be referred to as Leased Premises.

2. **RENT:**

Lessee shall pay to Lessor the sum of \$_____ for _____ adults/youth for use of the facility. Additional people will be charged at \$_____ per person (no paintball) or \$_____ with paintball. The leader of the weekend shall provide a copy of paintball release forms that individuals sign before playing. A deposit of \$_____ is due at the signing of this agreement. The remainder is due on the final day of paintball along with any extras (_____ paintballs per person, per paintball day, _____ included).

3. **TERM:**

This Lease shall commence on _____ (date/time) and terminate on _____ (date/time).

(a) Beginning _____ (date/time) and Ending _____ (date/time). The daily holdover charge is \$500 per day.

4. **USE OF LEASED PREMISES:**

(a) Leased Premises shall, during the term of this Lease, be used for the purpose of operating and conducting business meetings and team building events at the direction of United Rentals. Lessee may use the basketball court, sand volley ball area, ponds, disc golf courses, firepits (verify conditions thru the local fire department as you are responsible for any fires), surrounding trails etc., upon the condition that Lessee provides insurance coverage as described in paragraph 5 below.

(b) Lessee shall not commit, or permit commission by others, any waste on Leased Premises; Lessee shall not maintain, commit or permit the maintenance or commission of any nuisance on Leased Premises as defined by California Civil Code 3479; and Lessee shall not use or permit the use of Leased Premises for an unlawful purpose.

(c) Lessee herein covenants and agrees to obey and observe the provisions of all laws, ordinances, regulations, directives and governmental mandates of any character whatsoever that may apply to the Leased Premises.

(d) Lessee is responsible for any and all damage to premises caused by anyone partaking in the week long events. Lessee will pay for all costs to repair any damages at their own expense. Payment for these damages are due within 10 days of demand from Lessor. Any costs, including attorneys fees, for collecting these damages will be paid for by the Lessee.

(e) Lessee is responsible for cleaning up all areas used at the premises. Bathrooms cleaned, floors vacuumed, kitchen cleaned, windows cleaned etc. Essentially, everywhere you use will need to be cleaned up. All trash to be put in dumpster located at the entrance of the premises. If cleaning is not done, there will be a \$300.00 cleaning fee.

5. **INDEMNITY AND INSURANCE:**

Lessee agrees to indemnify and hold Lessor and the property of Lessor, including Leased Premises, free and harmless from any and all claims, liabilities, losses, damages or expenses resulting from Lessee's occupation and use of the Leased Premises. Lessee acknowledges and agrees that Lessor is not responsible for the performance of any specific use of the Leased Premises.

Lessee shall, at its own cost and expense, secure within 5 days after execution of this Lease, and maintain during the term of this Lease, workers compensation insurance and a broad form comprehensive

coverage policy of public liability insurance issued by an insurance company rated B+ or higher, insuring against loss or liability caused by or connected with Lessees occupation and use of Leased Premises under this Lease, in amounts not less than \$1,000,000.00 for injury to or death of one or more persons as a result of any one accident or incident, and \$500,000.00 for damage to or destruction of any property of others. Lessor shall be furnished with an original copy of such policy, and shall be named as additional insured's in the policy, along with Country Storage and Splathill. If you are self insured, you must indemnify the same in writing.

(a) Lessee is aware that Splathill (leased premises) is located in the country. There are snakes, rugged terrain, ponds, creeks, ticks, mosquitoes, wild animals, poison oak, bees/wasps and everything else associated with outdoor camping facilities. The possibility of harm and even death exists from all of the above. It is your responsibility to make all participants aware that there are risks involved with being in a country setting.

6. **NOTICES:**

Any notice to either party hereunder may be given by certified mail addressed to the following address, or such other address as either party may in writing notify the other:

FOR LESSOR:

Mark Brown
9615 Oates Drive
Sacramento, CA 95827

FOR LESSEE:

7. **MISCELLANEOUS:**

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto, Lessor and Lessee, but nothing in this Lease or in this paragraph shall be construed as a consent by Lessor to any assignment of this Lease or any interest therein by Lessee.

Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this Lease shall remain in full force and effect, unimpaired by the holding. This lease is governed by the laws of the State of California and was entered into, and shall be performed, in the County of Yuba.

This instrument constitutes the sole and only agreement between the parties respecting the leasing of said Leased Premises to Lessee, or the lease term herein specified, and correctly sets forth the obligation of Lessor and Lessee to each other as of this date. Any agreements or representations respecting said Leased Premises or the leasing by Lessor to Lessee not expressly set forth in this instrument are null and void.

(a) Lessee shall have insurance binder forwarded to Lessor by

In witness whereof, the parties executed on _____, this Lease effective as of _____.

Mark P. Brown, as Lessor

Date

Lessee

Signature: _____

Date

Name: _____

THINGS TO BRING

- All your food and specialty cooking appliances (griddles etc)
- Toilet paper / Paper towels
- Towels for showers
- Warm clothes / appropriate clothes
- Sleeping bags / pillows / bedding
- Dishwasher soap, hand soap, laundry soap
- Paper plates, plastic utensils (we do have lots of metal utensils)
- Extra money for paintballs, camo suit, gloves, gator head/neck covers
- Discs for disc golf
- Fishing poles, lures / bait etc (Catch and Release ONLY)
- CD's and DVD's of your liking
- Band & equipment if being used!
- Don't forget your paintball releases or you can't play (if over 18, you can sign on site)
- Send in your short term lease agreement w/insurance information signed, with deposit