

# Yard Birds Events Center

## Facility Lease Agreement

**Lease No.** (MM/DD/YR/Name)

**Lease Date:**

**Lease Space:**

**Lease Additional:**

**Lease Fee:**

Contract Written:

This Lease is made by the Yard Birds, doing business as the **Yard Birds Events Center** ("Center"), and **Client** ("Client");

First Name \_\_\_\_\_ Last Name \_\_\_\_\_;

Address \_\_\_\_\_, Mailing Address \_\_\_\_\_,

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_; Phone \_\_\_\_\_

hereby enter into this Lease of Center Premises for (Event Name) \_\_\_\_\_ and agree as follows:

- A. **Grant of Lease.** Center grants to Client in consideration of the stated fee, and Client accepts and agrees to exercise a non-exclusive Lease to obtain access to the common areas of the Center made available to the Client and an exclusive Lease to use the Center's **(room or space to be rented)**.
- B. **Fees and Charges.** The total fee as defined in this agreement is due with the signed Lease. (This total is the rental amount plus any applicable taxes.) Client shall pay all fees and charges for any additional goods or services ordered by Client at the rates for such items prevailing at the time of Client's order. In the event of Cancellation, Client shall pay 100% of the rental amount as damages.
- C. **Client Obligations.** Client agrees: (1) to comply with all Center operational policies, rules, regulations and directives and with all applicable governmental requirements. Client's activities, including its adaptation of the Center for that purpose, shall comply with the Americans with Disabilities act ("ADA"). Client shall provide all required auxiliary aids and services required by ADA. Upon request, Center will provide ADA accessible elevator service to the second floor of the center. (2) To pay Center the amount necessary to repair or replace Center property damaged or not returned by Client. (3) Notwithstanding anything in the Lease to the contrary, each party shall be liable for the negligent or willful acts or omissions of its employees, officers, agents directors, invitees, contractors, or others acting on its behalf or within its authority.
- D. **Center Rights.** (1) Center retains the right to provide all exclusive services, including all concession products or services, at its prevailing rate(s). Client shall not distribute or bring into the Center any concession service unless otherwise stated in this contract. (2) Center may terminate this Lease upon breach of Client's obligations and upon termination or expiration of the Lease the Center shall retake possession of the Premises.
- E. **Inability to Perform.** Either the Center or Client may cancel this Lease without liability if the facilities may not be used as a result of damage to the Center, strikes against the Center, acts of God, civil disturbance or governmental directive to the Center.
- F. **Integration/Governing Law.** This Lease represents the entire agreement between the parties, and no other agreement or statement or promise made by any party, or to any employee, officer or agent of either party, which is not contained in the Lease shall be binding or valid as to matters covered by this lease. This lease shall be governed by and interpreted according to the laws of the State of Washington.
- G. **Time for Execution.** This lease is due, with payment by: **(DATE)** \_\_\_\_\_.

**IN WITNESS THEREOF, the parties have signed this Lease or caused it to be signed by their duly authorized representatives.**

**CLIENT** \_\_\_\_\_

By: (Print) \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**YARD BIRDS EVENT CENTER**

By: Jonny Day

Title: Events and Promotions Director

Signature: \_\_\_\_\_

Date: \_\_\_\_\_