



TEDA, INC.

TUOLUMNE ECONOMIC DEVELOPMENT AUTHORITY, INC.

LEASE AGREEMENT

THIS AGREEMENT is made this ____ Day of _____, _____, by and between TUOLUMNE ECONOMIC DEVELOPMENT AUTHORITY, INC., (“TEDA”) a federally chartered corporation, herein called “Landlord,” and _____, herein called “Tenant.” Landlord hereby agrees to Lease to Tenant a portion of the Westside Property, as identified on attached map of property located at *17807 Tuolumne Road, Tuolumne, California* under the following terms and conditions.

1. FIXED-TERM AGREEMENT (LEASE):

Tenants agree to lease the property for a fixed term of _____, beginning _____ and ending _____. Upon expiration, this Agreement shall become null and void.

2. RENT:

- Tenant agrees to pay Landlord as base rent the sum of \$_____ for designated property use term, due and payable in advance by date agreed upon in section 5 below;
- Tenant will pay Landlord a ‘Resort Fee’ of _____% of collected camping fee Gross Revenue; within 15 days of the final day of the event;
- Tenant will pay the Landlord a ‘Space & Utility Fee’ of _____% of the food & beverage vendor’s Gross Revenue within 15 days of the final day of the event;
- Tenant will pay the Landlord 10% of the Gross Revenue of the souvenir & goods vendor’s Gross Sales within 15 days of the final day of the event;

3. FORM OF PAYMENT:

Tenants agree to pay their rent in the form of a personal check, a cashier’s check, or a money order made out to the Landlord.

4. RENT PAYMENT PROCEDURE:

Tenants agree to pay their rent by mail addressed to the Landlord at P.O. Box 1300, Tuolumne, CA 95379, or in person at 17807 Tuolumne Road North, Tuolumne, CA 95379, or in such other way as the Landlord will advise the Tenant in writing.

5. RENT PAYMENT DUE DATE:

Lease payment due in full on _____. Tenant hereby acknowledges that late payment will cause Landlord to declare this agreement null and void. Neither ill health, loss of job, financial emergency, or other excuse will be accepted for late payment.

6. SECURITY DEPOSIT:

Tenants hereby agree to pay a security deposit of \$_____ to be refunded upon vacating, and termination of this contract according to other terms herein agreed. This deposit will be held to cover any possible damage to the property. No interest will be paid on this money and in no case will it be applied to back or future rent. It will be held intact by Landlord until at least thirty (30) working days after Tenants have vacated the property. At that time Landlord will inspect the premises thoroughly and assess any damages and/or needed repairs. This deposit money minus any necessary charges for damage, repairs, cleaning, etc., will then be returned to Tenant with a written explanation of deductions, within 60 days after they have vacated the property.

7. CLEANING FEE

Tenant hereby agrees to accept property in its present state of cleanliness. They agree to return the property in the same condition or pay a \$5,000 minimum cleaning fee if the Landlord has to have the property professionally cleaned.

8. REMOVAL OF LANDLORD’S PROPERTY:

If anyone removes any property belonging to Landlord without the express written consent of the Landlord, this will constitute abandonment and surrender of the premises by Tenant and termination by them of this Lease Agreement.

Landlord may also take any further legal action.

9. COMPLIANCE & NUISANCE:

Tenant shall at Tenant’s own costs and expense comply with statues, ordinances, regulations, state, county, municipal, and tribal requirements, including land use permits, relating to Tenant’s use and occupancy of the Premises whether such statutes, ordinances, regulations or requirements be now in force or hereinafter enacted.

Tenant shall not commit or permit the commission by others of any waste on the Premises; Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance defined under Section 3479 of the California Civil Code on the Premises; Lessee shall not use or permit the use of the Premises for any unlawful purpose.

Tenant shall be responsible for complying with all conditions required in Tuolumne County special use permit CUP15-004; prior to; during; & following permitted event.

- Tennant is responsible for providing manpower and equipment necessary to complete the fire hazard reduction weed-eating, brush clearing and fuel reduction as outlined in the Fire Hazard Reduction plan in condition 11 of the CUP15-004.

10. TENANT COOPERATION:

Tenant agrees to cooperate with the Landlord in using only the identified areas of the property and policing property to ensure event participants remain outside of excluded areas identified as ‘OFF Limits’ (on festival site plan) during term of lease of the Westside property.

11. INDEMNIFICATION & TENANT INSURANCE:

Landlord shall not be liable for, and Tenant shall defend, indemnify and hold Landlord harmless from, any and all claims, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees and court costs (hereinafter collectively referred to as “Claims”), related to this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Tenant or its contractors, licensees, invitees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of Landlord or its agents or employees.

Tenant shall secure, not later than the date of occupancy, and maintain during the entire term of this Lease and any renewals or extensions thereof, the following insurance coverage:

- a. A combination of self-insurance and a policy of fire and extended coverage insurance, including vandalism and malicious mischief endorsements, covering the Premises in an amount of \$300,000.
- b. A combination of self-insurance and a policy of comprehensive public liability insurance issued to the Tenant (with Landlord named as an additionally named insured) insuring against loss or liability caused by or connected with Tenant’s occupation and use of the Premises under this Lease in amounts not less than the amounts for coverage of personal injury or death and property damage maintained by Tenant for the Premises owned by it, but in any event not less than One (\$1,000,000) Million Dollars.

12. ABANDONMENT:

If Tenants leave the premises prior to term of lease, the Landlord and/or his representatives have the right to take immediate possession of the property and to bar the Tenant from returning. Landlord will also have the right to remove any property that the Tenant have left behind and store it at the Tenant’s expense.

13. OCCUPANTS:

The number of occupants is limited to 6,000 as per County Permit CUP 16-007. Only the Tenants, their guests, and their vendors may enter and make use of the identified areas of the Westside property. Tenant agrees that certain space will be reserved for and made available to Landlord’s use for Tribal vendors during the Strawberry Music Festival in Tenant’s

vendor area. The requisite space shall be mutually agreed upon between Landlord and Tenant. Tenant agrees that certain space will be reserved for and made available to Landlord's use for Tribal Elders on the north end of the festival meadow.

14. LOCK POLICY:

No additional locks will be installed on any access to the Westside property without the written permission of Landlord. Landlord will be given duplicate keys for all locks so installed at Tenants' expense, before they are installed.

15. EVICTIONS & EXCLUSIONS:

Any Guest or Vendor that is Evicted or Excluded for NOT obeying event rules, Local, State, Federal or Tribal Law, including damaging Tribal Property and/or entering into "OFF Limit" areas cannot be readmitted for duration of this event or function. Tenant agrees to enforce exclusion from 'Off' Limit areas.

16. CONDITION OF PREMISES:

Landlord and Tenant have inspected the premises together and have fully apprised themselves of the general condition of the Premises. Tenant accepts the Premises in its current condition based upon Tenant's own inspection and investigation of the condition of the Premises and not on the basis of any warranty or representation made by the Landlord.

17. WALK THROUGH & MAP IDENTIFICATION OF OFF LIMIT AREAS:

A walk through inspection tour, with Site map, indicating 'OFF Limit' areas within and boundaries of Westside Property will be conducted prior to event. 'OFF Limit' areas will be marked with signs and/or Orange Construction fencing. Tenants are required to police the Westside Property throughout the term of this lease to ensure against access or damage to these areas. Tenants are encouraged to report any unauthorized access or necessary repairs, no matter how slight, in writing.

18. TRAILS, PATHS & ACCESS ROADS:

The Tenant and Event Guests and Vendors are allowed on trails, paths & access roads unless otherwise marked. However this access is done so at user's personal peril. The Landlord 'Does NOT Accept Responsibility' for any personal injury or property damage incurred and shall be indemnified as required herein under this agreement. Tennant has been provided a site map that designates the areas of allowed use and areas of no use. Significant 'Off' Limit areas will be additionally identified with Orange construction fencing and or signage. Tennant will enforce compliance with these limitations.

19. TENANT RESPONSIBILITY:

Good housekeeping is expected of everyone. Tenant agrees to keep the Westside property clean and in a sanitary condition. The Tenants agree not to permit any deterioration or destruction to occur while they are occupying the property.

Tenant agrees to follow all CUP 16-007 permit conditions.

20. ALTERATIONS:

Tenant shall make no alterations, decorations, additions, or improvements in or to the premises without Landlords' prior written consent, and then only by contractors or mechanics, or others approved by Landlord. All alterations, additions, or improvements upon the premises, made by either party, shall become the property of the Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof, unless approved by Landlord. Tenant acknowledges that they will be responsible for and pay any damage done by Tenant, Event Guest or Vendor; determinations of damage are in the sole discretion of Landlord.

21. VEHICLES USE:

Tenants agree to keep vehicles on designated & authorized Trails, Paths & Access Roads. These vehicles must be Safe, Operable and currently licensed or Approved by Landlord. Tenants agree to park their vehicles in assigned areas and to keep those spaces clean of oil drippings. Tenants agree not to park boats, recreational trailers, utility trailers, and the like on the premises without first obtaining Landlords' written permission.

22. RESTROOM FACILITIES:

Tenant will be responsible for procurement, maintenance, cleaning and payment for rental of Lavatory and Waste facilities. Tenant is responsible for procuring and paying for a septic waste removal contractor and paying for the cost of disposal at an approved disposal site as required in conditions CUP 16-007.

23. SERVICES:

Tenant shall be responsible for procuring and paying for the full cost of the following utilities and services in connection with use of the Premises:

- Metered Electrical Service
- Garbage and trash disposal as required in conditions of CUP 16-007. Garbage service will be procured through Tribal Collection & Disposal services.
- Recycling collection and removal
- Security- Private; County; & State- As required in conditions of CUP 16-007.
- Fire- As required in conditions of CUP 16-007.
- Medical services as required in conditions of CUP 16-007.
- Dust suppression services as required in conditions of CUP 16-007.

Landlord will provide potable water as required in conditions of CUP 16-007. Landlord will provide provisions for gray water disposal at designated food vendor area. Tenant will inform vendors that no cooking oil, food waste or garbage is to be disposed of in the gray water disposal location. Tenant will enforce proper use of this disposal location.

24. REASONABLE TIME FOR REPAIRS:

Upon being notified by Tenants that there is some defect that is hazardous to health, life, or safety, Owners shall undertake repairs as soon as possible.

25. DRAIN STOPPAGES:

As of the date of this Agreement, Owners warrant that the sewage drains are in good working order and that they will accept the normal waste for which they were designated. They will not accept things such as diapers, sanitary napkins, tampons, children’s toys, wads of toilet paper, and balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks, or newspapers. Tenants agree to pay for clearing the drains of any and all stoppages except those which the plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts of God.

26. VEGETATION:

The Tenants agree to provide equipment and labor to accomplish weed-eating, minor brush removal and fuels reduction in camping areas as indicated and identified by Tuolumne County inspectors within one week of the opening of the festival as required in conditions of the CUP 16-007.

27. NON-LIABILITY:

The Tenants hereby states that work or repairs that need to be done will be handled by competent professionals, unless Tenants are qualified and capable of doing the work themselves and doing it properly, in a safe manner that meets all federal, state, and local regulations and have written approval from the landlord. Tenants further state that they will be legally responsible for any mishap they either do themselves or hire others to do. Landlord will be held free from harm and liability along with his agents and representatives. In the event that needed repairs are beyond the Tenants’ capacity, they are urged to arrange for professional help.

28. DISCLOSURE OF LANDLORD/AGENT:

The management of the Westside Property is TEDA, Inc. This company may be represented at various times by its employees or agents, who will be identified for you or will carry appropriate identification. TEDA, Inc. employees are authorized to act for and on behalf of the Owner for the purpose of managing these properties and all other acts which Landlord could or would do if personally present. The address for Management Co. is 17807 Tuolumne Road, Tuolumne, CA 95379 or PO Box 1300, Tuolumne, CA 95379.

29. ACCESS TO PROPERTY:

The Owner reserves the right to enter the property at ALL times to inspect, make necessary repairs, supply services, or show it to prospective clients, purchasers, workmen, or contractors. **Elders of the Tuolumne Band of Me Wuk Indian Tribe are free to access the Westside Property at any time, with presentation of Tribal authorized identification.**

30. EVENT GUESTS & CAMPERS:

Tenants shall enforce all Local, State and Federal laws. Tenants will enforce all lease agreement rules and restrictions; **NO fire arms, fire-works or camp fires.** Tenant will enforce off limit areas.

31. PETS:

Pets are NOT allowed on the property without the Landlords’ written permission first. When possession of the property is given to the Tenant, only those pets listed on the Lease Agreement, and authorized by the Landlord. “Pets” does not include animals trained to serve the handicapped, such as seeing-eye dogs, hearing dogs, or service dogs. These animals may be housed on the premises so long as they are in the direct service of those they were trained to serve and

so long as Landlord is notified in advance in writing of the circumstances. In any case, when permission is granted, owners may be required to pay an additional pet-rent charge for each animal.

If problems with pets occur there are several ways it may be handled depending on the events. If the pet is anyway dangerous it will not be allowed on the premises. In the event of the owner being negligent in regards to clean-up or allowing access to areas that the pet could damage the Tenant will be fined or money will be taken from the deposit. If the pet is a nuisance in anyway the Landlord may make suggestions to how the pet is cared for.

Pets are never to be allowed on the property unsupervised. Cleaning up after the pet is necessary immediately following defecation. Constant barking will not be permitted.

32. WAIVER:

All rights given to Landlord by this agreement shall be cumulative in addition to any laws which exist or might come into being. Any exercise of any rights by Landlord or failure to exercise rights shall not act as waiver of those or any other rights. No statement or promise by Landlord, its agents, or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

33. TERMS:

In this agreement the singular number where used will include the plural, the masculine gender will include the feminine, the term Owner will include Landlord, Lessor; and the term Tenant will include Lessee.

To become effective this Agreement must include the following:

- A signed copy of the Westside Property map indicating property boundaries; Off limit areas; Allowable paths, trails & roads.
- A signed copy of the Westside Waiver/Release of Liability.
- A copy of Proof of Liability Insurance noting TEDA, Inc. as “Additional Insured”.

34. MISCELLANEOUS:

- a. Entire Agreement. This Lease contains the entire agreement of the parties relating to the rights granted and obligations assumed in this Lease. Any oral representations or modifications concerning this Lease shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged.
- b. Attorneys’ Fees. Should either party employ attorneys to enforce any of the provisions of this Lease or to protect its interest in any manner arising under this Lease, or to recover damages for breach of this Lease, or to enforce any judgment relating to this Lease and the agreements contemplated hereby, the prevailing party shall be entitled to reasonable attorneys’ fees and court costs.
- c. Further Assurances. Landlord and Tenant shall promptly perform, execute and deliver or cause to be performed and executed any and all acts and assurance as either party may reasonably require in order to carry out the intent and purpose of this Lease.
- d. Severability. In case anyone (1) or more of the provisions contained in this Lease for any reason is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- e. Counterparts. This Lease may be executed in one (1) or more counterparts, and all the counterparts shall constitute but one (1) and the same agreement, notwithstanding that all Parties hereto are not signatory to the same or original counterpart.
- f. Exhibits. All exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.
- g. Construction. The Parties acknowledge that each party and its counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any amendment or exhibits hereto.
- h. No Joint Venture or Partnership. Nothing contained herein shall be construed to create, either explicitly or by implication, any manner of co-ownership, partnership or joint venture, between Landlord and Tenant.

- i. Sovereign Immunity. Nothing in this Lease shall, may, or is intended to be construed as a waiver, either express or implied, of the TEDA, Inc.'s sovereign immunity from suit.
- j. Non-Disclosure. Tenant shall not disclose this Lease, its terms, or its contents, to any third party without the express permission of the Landlord.
- k. Third Party Rights. This Lease shall not inure to the benefit of any third parties.
- l. Permits. Tenant is responsible for applying for, obtaining, & paying for all applicable permits. Tenant is responsible for ensuring all vendors possess required permits; including food selling, preparing and serving permits.
- m. Time is of the essence of every provision contained in this Lease.

35. FULL DISCLOSURE:

The Tenants signing this Lease Contract hereby state that all questions about this Agreement have been answered, that they fully understand all the provisions of the Agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this Agreement. Signature by the Tenant on this Lease Agreement is acknowledgement and he/she has received a signed copy of the Rental Agreement.

Accepted this _____ day of _____, 20 ____

_____	_____
Tenant	Date
_____	_____
Tenant	Date
_____	_____
TEDA, Inc. Landlord	Date