



**Bluebird Canyon Farms  
Site Use Lease Agreement**

<b>SOP #</b>	BBF-SA-995
<b>Revision #</b>	2
<b>Revision Date</b>	06/2016

This Site Use Agreement (hereafter "Agreement") is made between **Bluebird Canyon Farms LLC** (hereafter "Lessor") and (**INSERT NAME**) (hereafter "Lessee") for permitted use of the property and/or certain assets associated with the property located at 1085 Bluebird Canyon Drive (hereafter "Site"). For good and valuable consideration both parties hereby agree to the following:

- 1. PERMITTED SITE USES** – Unless specified in this section all permitted site uses will conform to only those specified in the Event Strategic Plan and the Event Tactical Plan (hereafter "Event Plan") prepared by the Lessee, and approved by the Lessor. A copy of the approved Event Plan is included as **Supplement I** of this Agreement.
- 2. AUTHORIZED FACILITY USAGE** – This Agreement authorizes Lessee's use of common areas on site, defined as the Lodge Terrace, Fountain Terrace, Kitchen Terrace (excluding cooking facilities/equipment), and Lower/Upper Gabion Terraces. Lessee's use of any other site facilities must be authorized by Lessor as indicated in the table below. Unauthorized use of any site facilities will violate this Agreement and result in Lessee being charged with an "*Unauthorized Facility Use Penalty*" and may result in Lessee being evicted from the Site.

	AUTHORIZED	COMMENTS
Aviary		
Common Areas	X	
Farm of Future		
Food Lab		
Greenhouse		
Lodge		
Music/Entertainment		
On-Site Parking		
Produce Wash Station		
Utilities/Other		

	AUTHORIZED	COMMENTS
Bungalow		
Crop Terraces		
Farm Road		
Flower Chateau		
Hobo Camp – Apiary		
Lower Gabion Meadow		
Orchard Meadow		
Outdoor Kitchen		
Workshop		
Other		

- 3. SITE USE LEASE TERM** – This Agreement shall start at (**START TIME AND DATE**) ("Start Date") and shall end at (**END TIME AND DATE**) ("End Date")
- 4. FEES** - Subject to the provisions of this Agreement, Lessee agrees to pay Lessor (**USE Fee**) for the use of the site.
- 5. OCCUPANCY** – Maximum occupancy will not exceed that reported in Lessee's Event Plan.



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- 6. FEE SCHEDULE** – Lessee shall pay Lessor 50% of the full amount of the fee immediately following Lessor’s acceptance of the Site use proposal outlined in Lessee’s Event Plan. Lessee shall remit the balance of the fee within thirty (30) days of the Start Date.
- 7. CANCELLATIONS** – Reservations cancelled within thirty (30) days or less of Start Date will not be eligible for a refund but may be eligible for a “Rain-Check” of equal value. Rain-Checks may be requested by contacting us via email at [bluebirdcanyonfarms@cox.net](mailto:bluebirdcanyonfarms@cox.net). “Rain-Checks” will be valid for six (6) months from the date of issue. Reservations cancelled more than 30 days prior to Start Date will be assessed a 50% cancellation fee. Refunds will not be offered for cancellations due to weather, road conditions, acts of nature, or other circumstances beyond our control.
- 8. QUIET ENJOYMENT** - Lessor covenants that by paying the fee and performing the covenants contained in this Agreement Lessee will peacefully and quietly have and enjoy the Site for the agreed term.
- 9. INSURANCE** – Lessee is hereby advised and understands that Lessee’s personnel property is not insured by the Lessor for damage or loss and Lessor assumes no liability for such loss.
- 10. LEGAL FEES** – In the event of any legal action filed in relation to this Agreement the unsuccessful party in the action agrees to pay the successful party, in addition to sums either party may be called upon to pay, a reasonable sum for the successful party’s legal fees.
- 11. Governing Law** – This Agreement shall be construed in accordance with and exclusively governed by the laws of the State of California.
- 12. SEVERABILITY** - If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation.
- 13. AMENDMENTS, ASSIGNMENTS, SUBLETTING** – This Agreement shall not be amended without a written document executed by both parties. Lessee is strictly prohibited and shall not assign any benefits, concessions, licenses, sublets, or other rights to use the Site.
- 14. DAMAGES** – Whether willful, intentional or otherwise, Lessee shall be liable for damages to the Site occurring during term of this Agreement and shall compensate Lessor for all reasonable repair or replacement costs related to these damages.
- 15. EQUIPMENT INSTALLATION** – No equipment may be installed, fabricated or placed onsite including tents, umbrellas and shade structures without permission of Lessor.



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- 16. SITE CARE** – Lessee shall not engage in any illegal trade or activity on Site during the term of this Agreement, shall not keep or have on Site any dangerous, explosive or flammable substances that might unreasonably increase the danger of fire or that might be considered hazardous by any insurance company or Fire Marshall. Lessee shall comply with standards of health, fire prevention, noise, safety, security and sanitation as required by law or site covenants. Lessee shall make all necessary efforts to maintain in good condition, all Site, facilities, assets and equipment Lessee has been authorized to use in accordance with this Agreement and will quit and surrender the Site in the same or similar condition, less reasonable “wear”, when Lessee received it. Lessee will not collect or harvest vegetation, and shall not dig, excavate or install anything below grade without authorization of Lessor.
- 17. SECURITY DEPOSIT** – Upon signing this Agreement Lessee shall provide Lessor with a \$3,000 cash security deposit that may be used to pay all reasonable expenses that may arise from default of this Agreement. In lieu of cash, Lessee may provide a credit card and authorize Lessor to charge and apply amounts necessary to pay expenses associated with any default. Credit card payments will be subject to an additional 3% to cover bank transaction and processing fees. Lessor shall return to Lessee any remaining balance of the Security Deposit within 7-10 days after the termination or expiration of this Agreement.
- 18. LIMITS OF LIABILITY AND CODE OF CONDUCT** – Site code of conduct and limits of liability (hereafter “Site Conditions”) are included below. Permission to use the Site is predicated upon accepting and abiding by these Site Conditions. Lessee is required to read and initial each of the Site Conditions to acknowledge acceptance.

No one is authorized to enter the premises without signing the log book or an event registry, receiving a Site orientation and acknowledging the Site Conditions.

**(Initials)**

Bluebird Canyon Farms is an operating, urban farm characterized by certain inherent hazards and risks. These include rattlesnakes, poison oak, venomous insects, open excavations, loose rocks, tripping hazards, operating equipment, rugged terrain and more. Although we operate a safe and secure site your personal safety and security cannot be guaranteed please stay alert at all times.

**(Initials)**

Lessee understands Bluebird Canyon Farms maintains an operating apiary where honeybees are kept nearly ¼ mile from the Lodge. Although we believe the Apiary is located a safe distance from where people congregate on Site we cannot eliminate potential honeybee encounters. Honeybees are unpredictable and individuals with known or suspected honeybee allergies shall take necessary precautions while on Site.

**(Initials)**



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Lessee understands Bluebird Canyon Farms LLC, its owners, employees and associates, (collectively known hereafter as "Lessor") are NOT responsible for any injury caused by use of the Site. Furthermore, Lessor is NOT responsible for any personal injury and/or loss or damage to persons or property. Lessee assumes the risk to their persons and property caused directly or indirectly from foul and/or inclement weather conditions, acts of nature, accidents related to fire, heaters, stoves, or for any unforeseeable circumstances. Under no circumstances will Lessee hold Lessor responsible for any damages or claims of any kind resulting from their use of the Site.

**(Initials)** \_\_\_\_\_

Lessee agrees to maintain maximum occupancy on Site at all times, at or below the number of staff and guests reported in Lessee's Event Plan. Lessee understands that exceeding this number violates the Event Plan assumptions and may create unsafe, unsanitary or disorderly conditions that are not acceptable to Lessor. Exceeding occupancy shall violate this Agreement and result in Lessee being charged with an "*Unauthorized Facility Use Penalty*" and may result in Lessee being evicted from the Site.

**(Initials)** \_\_\_\_\_

Unauthorized use of any equipment or facilities, entering any unauthorized areas, tampering with any equipment is prohibited with exception of normal usage such as turning entertainment systems on/off, authorized use of cooking equipment, turning HVAC system on/off, etc. Entering into areas for which prior authorization has not been given, operating equipment contrary to its intended use such as modifying or altering equipment controllers, programs or settings will result in assessment of a **\$500** "*Unauthorized Facility Use Penalty*" and may result in additional fees for maintenance or repair of damages.

**(Initials)** \_\_\_\_\_

Bluebird Canyon has challenging acoustical characteristics and under certain conditions sound and also light travels from the Site and creates a nuisance for our neighbors. In order to reduce potential nuisance issues any amplification of sound or use of enhanced external lighting on Site may only be done with an approved written "Audio and Lighting Plan" that includes mitigation measures. If noise or lighting nuisance complaints are received from the community Lessee will immediately take steps to address and mitigate the causes

**(Initials)** \_\_\_\_\_

Lessee agrees to maintain the premises in the same basic condition as found and agrees to follow instructions documented in the "Checkout Procedure" attached to this contract. Failure to fulfill the vacancy obligations documented in the "Checkout Procedure" will result in assessment of additional fees as follows: 1) *General Housekeeping Obligations* - additional \$150 fee, 2) *General Equipment Obligations* - \$250 fee. Lessee understands the credit card on file will be charged fees for not fulfilling their vacancy obligations under this contract.

**(Initials)** \_\_\_\_\_



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Photography or videography by Lessee is for private, personal use only when authorized by Lessor. No reference shall be made to Bluebird Canyon Farms LLC, its owners, employees, associates or representatives without permission. Lessee or their successors are strictly prohibited from identifying the Site when posting photographic or videographic imagery to the internet on Facebook™ or other social media sites. Still photography and videography conducted on the premises for commercial or non-commercial publication is strictly prohibited without receiving prior written consent from Bluebird Canyon Farms LLC.

**(Initials)** \_\_\_\_\_

Smoking is prohibited. Minors under the age of 18 years old shall be under direct adult supervision. Alcohol shall only be consumed by individuals aged 21 years or older. Possession or use of drugs and drug paraphernalia while onsite is prohibited. Possession of weapons, fireworks or incendiary devices on-site is forbidden. Harvesting, collection & removal of any objects/materials from onsite is prohibited. Lessee may not bring pets or other animals on Site without consent of Lessor.

**(Initials)** \_\_\_\_\_

Lessee authorizes Bluebird Canyon Farms LLC to charge the credit card that has been placed on file to pay for approved incidental items and any additional charges resulting from default of this Agreement such as extra-ordinary clean-up requirements, property damages, missing items, fines, penalties, missing items, etc. These charges will be non-refundable and will appear on your credit card billing statement.

**(Initials)** \_\_\_\_\_

This agreement constitutes the entire agreement between the parties and any oral representations made prior to the execution of the Agreement shall be unenforceable. Any modification to this agreement shall also be unenforceable unless the said modifications are set forth in writing signed by the parties hereto.

**(Initials)** \_\_\_\_\_

**I have read and agree to all terms and conditions associated with this Agreement and shall indemnify, defend and hold Lessor harmless from claims, damages, losses, liabilities, demands & costs (including without limitation, attorneys' fees) arising from or relating to bodily injury and/or personal property damage. I am responsible and accept full responsibility for damages, fines and penalties arising from my stay.**

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date



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**CREDIT CARD AUTHORIZATION**

By providing the following information and signing below you represent that you are authorized to use the credit card whose information is provided below and that you maintain a credit limit of \$5,000 or more that is adequate to cover anticipated payments associated with this Agreement. You also authorize Bluebird Canyon Farms LLC to apply charges to your credit card for payments associated with this Agreement that are described in the aforementioned terms and conditions.

**Name on Credit Card**

**Billing Address & Zip Code**

**Credit Card Number**

**Type of Card**

- AMEX                       VISA  
 DISCOVER                       MASTERCARD

**Expiration Date**

Month \_\_\_\_\_ Year \_\_\_\_\_

**CSC Code**

\_\_\_\_\_

**Date**

**INCLUDE SIGNATURE IN BOX BELOW**



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**SITE CODE OF CONDUCT**

Welcome to Bluebird Canyon Farms. Following below are our summary liability limits of and Code of Conduct (Site Conditions”). Permission to enter is predicated upon accepting these Site Conditions and signing the log book or event registry. No one shall enter without signing the log book or event registry and acknowledging these Terms.

This is an operating, urban farm characterized by certain inherent hazards and risks. These include rattlesnakes, poison oak, venomous insects, open excavations, loose rocks, tripping hazards, operating equipment, rugged terrain and more. Although we operate a safe and secure site your personal safety and security cannot be guaranteed.

***YOUR SAFETY CAN NOT BE GUARANTEED PLEASE STAY ALERT***

**SITE CODE OF CONDUCT**

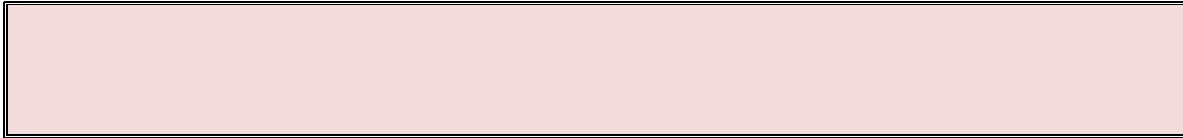
- On-site parking is by management’s permission only.
- Minors under the age of 18 years old should be under direct adult supervision
- Alcohol may only be consumed by those age 21 years or older.
- Possession or use of drugs, or drug paraphernalia onsite is prohibited
- Smoking, including electronic cigarettes or “Vaping”, is prohibited
- Possession of any weapons, fireworks or incendiary devices on-site is forbidden
- Harvesting, collection & removal of any objects/materials from onsite is prohibited
- Please stay out of **ALL** Restricted Areas
- Photography and videography is by permission only
- Respect Neighborhood Tranquility

**INCLUDE ELECTRONIC SIGNATURE IN BOX BELOW**



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## Bluebird Canyon Farms

### Check-Out Procedure

We hope you have enjoyed your use of the site. Please help us to keep manage our operating costs more efficiently and keep the site vital by addressing the vacancy guidelines documented below.

#### General Housekeeping Obligations

- Return any moved furniture back to its origin
- Clean up and properly dispose of wastes
- Wash all dishes – Load and run dishwasher
- Dispose garbage in the bins in the Outdoor Trash Area
- Please place used towels on the floor in the bathrooms
- Close and lock all windows and doors
- Pick up trash on patio and dispose in Outdoor Trash Area

#### General Equipment Obligations

- Turn off entertainment system
- Turn off all lights and appliances (except dishwasher)
- Ensure kitchen equipment is cleaned, turned off, & stored
- Ensure cooking surfaces are clean and sanitary
- (RESERVED)