

RENTAL AGREEMENT

WHEREAS, on _____, 201_, the Landlord, whose name and address is: Birch Leaf Chapel, LLC, 3626 Old Nenana Highway, Ester, Alaska 99725, and the Tenant, whose name and address is:

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agree to an occasional use rental of the premises more particularly described as:

Birch Leaf Chapel, 3626 Old Nenana Highway, Ester, Alaska 99725 for the day of _____, for a period of _____ hours and upon the following terms and conditions, which each has read and fully understands:

- 1) The rental amount shall be _____ dollars (\$_____), which must be tendered on or before the day of the event. Heating costs in the winter shall also be paid in the sum of _____.
- 2) SECURITY DEPOSIT. The parties agree that a security/cleaning deposit of _____ dollars (\$_____), will be given by Tenant to the Landlord at confirmation of the reservation, which may be used to ensure that the premises is left in good order, normal wear and tear excepted.
- 3) UTILITIES. All utilities are included in the rental amount.
- 4) GENERAL CONDITIONS.
 - a) The number of occupants shall be _____ and, any increase shall be at the consent of the Landlord; The maximum number of occupants shall not exceed 30 people.
 - (b) The premises may not be sublet without prior written consent of the Landlord;
 - (c) The premises shall be kept clean, safe and in good state of repair by the Tenant. The Tenant shall be responsible for the repair of any breakage to the structure or equipment belonging to the premises, due to negligent or intentional damage to the premises by the Tenant or visitors to the Tenant or guests of the Tenant.
 - (d) There shall be no animals on the premises.
 - (e) Extra chairs and a table and wooden easels for placing artwork are available if needed.
 - (f) Receptions shall be limited to finger foods and beverages, as approved by the Landlord.
 - (g) No smoking on the premises.
 - (h) No candles, incense or open flame except in proper containers

as approved by Landlord.

(i) No rice, birdseed, confetti or other substance may be cast about on the chapel grounds.

(j) Parking and an outhouse is available, otherwise there is no running water on the premises.

(k) The facility must be left clean and orderly when vacated.

(l) Only one ceremony, service, etc is permissible per reservation.

5) There shall be no use of alcohol on the premises, except as found in paragraph 6.

6.) However, prior to the use or giving away of alcoholic beverages on or from the Premises by Tenant or another person, if alcohol is to be used on the premises, the Tenant, at its own expense, will obtain a commercial general liability insurance policy, applying to the use and occupancy of the premises and activities operated by the Tenant, and in a form acceptable to the Landlord, saving harmless and protecting Landlord and the Premises, against all damages, claims, liens, judgments, expenses and costs, including actual attorney fees, arising from the use of alcohol on the premises, with liability limits in the sum of _____.

7) Landlord will not be liable for any damage or injury to any person or any property as a consequence of the failure of the electrical systems, heating system, air conditioning system or other system, or by reason of the elements or resulting from any act or failure to act on the part of the landlord, or its agents employees, invitees or representatives, assignees or successors or attributable to any interference with, interruption of or failure beyond the control of Landlord.

8) Failure to comply with any of these restrictions may result in the forfeiture of the cleaning and security deposit.

9) This contract shall bind the Lessee and its assigns or successors, and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be, of the Lessee.

10) Indemnification and waiver of liability. Neither Landlord nor Landlord's indemnitees will be liable for and Tenant will indemnify and save harmless landlord and Landlord's indemnitees from and against any and all liabilities, damages, claims, suits, costs including costs of suit, attorney's fees and costs of investigation and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in or about the Premises or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any

act or omission on the part of Tenant or any Tenant Representative; or (b) by any breach, violation or non performance of any covenant of Tenant under this lease, regardless of whether such liability, claim, suit, cost, injury, death or damage arises from or is attributable to the concurrent negligence, willful misconduct or gross negligence of Landlord or Landlord Indemnatee. If any action or proceeding will be brought by or against landlord or any Landlord Indemnatee in connection with any such liability, claim, suit, cost, injury, death or damage, Tenant, on notice from Landlord or any Landlord Indemnatee, will defend such action or proceeding, at Tenant's expense, by and through attorneys reasonable satisfactory to Landlord or Landlord Indemnatee. The provisions of this paragraph will apply to all activities of Tenant or any Tenant Representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this paragraph will not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this lease. Neither Landlord nor any Landlord Indemnatee will be liable in any manner to Tenant or any Tenant Representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft or any other case of whatsoever nature, including loss or damage caused solely by the negligent, willful misconduct or gross negligence of Landlord or any Landlord Indemnatee. In no event will Landlord or any Landlord Indemnatee be liable in any manner to Tenant or any Tenant Representative and all liability will therefore rest with Tenant. All personal property upon the Premises will be at the risk of Tenant only and neither Landlord nor any Landlord indemnatee will be liable for any damage or theft, whether or not due in whole or in part tot he negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnatee.

11) CHANGES. The Tenant will be bound by any and all changes in rules or terms of occupancy to said premises after thirty days prior written notice of changes, and shall be attached hereto, and added, if any, and marked as Appendix A.

WHEREFORE, the Landlord and Tenant(s) have read and understand this agreement and by signing hereunder, hereby bind themselves to this agreement and agree to all terms and conditions hereinabove written.

Birch Leaf Chapel, LLC

TENANT NAME (Printed)

by: _____

LANDLORD SIGNATURE

TENANT SIGNATURE

DATE

DATE