



# Graeagle Picnic Ground

#7 Apache Trail, PO Box 310, Graeagle, CA 96103

## RENTAL AGREEMENT

### Office Only

- ☐ Deposit
- ☐ Final Payments
- ☐ Event Insurance
- ☐ Keys Returned
- ☐ Deposit Returned

**THIS RENTAL AGREEMENT** (the "Agreement") is made effective as of \_\_\_\_\_ (the "Effective Date") by and between Graeagle Land and Water Company, a California corporation ("GLW"), and \_\_\_\_\_ ("Guest"). Hereinafter, GLW and Guest may be referred to collectively as the "parties" or individually as a "party."

**Event Name:** \_\_\_\_\_ **Est. No. of People:** \_\_\_\_\_

**Event/Rental Date(s):** \_\_\_\_\_

**Event Type** \_\_\_\_\_ **Rental Deposit:** \_\_\_\_\_

**Rental rate is \$500 - \$3,000 (Weddings require a 3-day rental)**  
**\$500- \$1,500 security deposit is required to reserve your date(s).**

### Lighting & Fabric Package Options – See Addendum A

- ☐ Lighting Table Area (Package A): \$350.00
- ☐ Lighting Dance Floor (Package B): \$700.00
- ☐ Post Drapes: \$45.00 each
- ☐ Additional Chandeliers hung on tree: \$100-\$150 each

**Lighting & Fabric Options Total:** \$ \_\_\_\_\_

### Farm Tables & Chairs – See Addendum B

Farm tables are \$100 each, and the Fruitwood folding chairs are \$3.50 each, for a total of \$540 if all are booked.

Tables (4 available) \_\_\_\_\_ x \$100 each = \$ \_\_\_\_\_

Chairs (40 available) \_\_\_\_\_ x \$3.50 each = \$ \_\_\_\_\_

**Table/Chair Rental Total:** \$ \_\_\_\_\_



**Welcome Cocktail Party Package at Graeagle Meadows Restaurant or Whitehawk Ranch – See Addendum C**

- ☐ Hosted Cocktails                      Est. No. of People: \_\_\_\_\_  
☐ Non-Hosted Cocktails                Est. Cost Per Person: \$ \_\_\_\_\_  
☐ Appetizers Starting at \$16.00 pp    Est. Total Cost: \$ \_\_\_\_\_

**Est. Cocktail Party Subtotal:** \$ \_\_\_\_\_ **Minimum Deposit:** **\$500.00**

**Rehearsal Dinner Package – See Menu for Details**

Starting at \$1,299 for a minimum of 30 guests.

Additional guests are \$23 per person and up.

\$1,299 + (\$ \_\_\_\_\_ x \_\_\_\_\_) = \$ \_\_\_\_\_

Plus additions to menu \$ \_\_\_\_\_

**Rehearsal Dinner Package Subtotal:** \$ \_\_\_\_\_

**Bar Package**

- ☐ Beer                                      Est. No. of People: \_\_\_\_\_  
☐ Wine                                      Est. Cost Per Person: \$ \_\_\_\_\_  
☐ Signature Cocktail                  Est. Total Cost: \$ \_\_\_\_\_  
☐ Full Bar

**Est. Bar Package Subtotal:** \$ \_\_\_\_\_ **Minimum Deposit:** **\$500.00**

**Brunch Send-Off – See Menu for Details**

- ☐ Sunrise Continental (\$17 per person)  
☐ Build Your Own Breakfast Buffett (Starting at \$22 per person)

Selection \$ \_\_\_\_\_ x \_\_\_\_\_ people = **Brunch Subtotal:** \$ \_\_\_\_\_

**Golf Event**

- ☐ Whitehawk (\$129 per person)  
☐ Graeagle Meadows (\$89 per person)  
☐ Golf Both for \$199 per person

Selection \$ \_\_\_\_\_ x \_\_\_\_\_ people = **Golf Event Total:** \$ \_\_\_\_\_

**(Deposit and total due to be paid directly to the golf course by cash, check, or credit card.)**

PO Box 310, Graeagle, CA 96103

**All deposits are due as of the Effective Date of this Agreement.**

**The Final Payments and event insurance is due no less than fourteen (30) days prior to the first Event/Rental Date listed on the first page of this Agreement, which is:**

\_\_\_\_\_  
(Final Payment Due Date)



# Graeagle Picnic Ground Rental Agreement

#7 Apache, PO Box 310, Graeagle, CA 96103

## Includes the Following:

- 3 Acres of space
- Family style seating for ?
- Band Stand
- Dance Floor
- Wooded Ceremony Site
- Restrooms (Men's & Women's)
- On-site parking
- Buffet serving tables
- Bar
- Barbeque
- Ceremony Arch
- 20 wood rounds for decorating

Additional tables and chairs can be added.

## Please respect the Picnic Grounds...

- Hanging decorations is permitted ONLY with the use of small diameter hangers such as staples, tacks, or wire nails. If you hang decorations, you will need to remove them.
- Absolutely no sparklers allowed..
- Candles must be battery operated.
- For weddings we require that wild birdseed, lavender florets, or bubbles be thrown in lieu of rice.
- Pets are not allowed on premise for any event, unless pre-approved in writing by GLW prior to the event.



# Graeagle Picnic Ground Rental Agreement

#7 Apache Trail, PO Box 310, Graeagle, CA 96103

## ADDITIONAL TERMS & CONDITIONS

### 1. Deposits.

As of the Effective Date of this Agreement, all deposits are immediately due and payable.

The deposit for the Base Package, as well as the deposits for the Other Add-On Costs (Lighting & Fabric and Farm Tables & Chairs) is payable to Graeagle Land and Water Company ("GLW"). All payments to GLW must be made by cash or a check payable to Graeagle Land and Water Company.

All deposits for Food & Beverage Add-On Costs are payable to Graeagle Meadows. All payments to Graeagle Meadows must be made by cash, by credit card, or a check payable to Graeagle Meadows.

All deposits for a Golf Event are payable directly to the golf course and must be made by cash, by credit card, or a check payable to the golf course.

For an event date(s) to be reserved: (a) all deposits required by this Agreement must be paid in-full; (b) Guest must return a fully completed, dated, and signed copy of this Agreement to GLW; and (c) GLW must return a fully executed copy of this Agreement to Guest.

ALL DEPOSITS ARE NONREFUNDABLE ONCE GUEST'S EVENT DATE(S) HAVE BEEN RESERVED. Provided, however, if Guest cancels at least eighteen (18) months prior to the first Event/Rental Date listed on the first page of this Agreement, then GLW will refund Guest's deposits less a twenty-five percent (25%) administrative fee. Additionally, if GLW is able to re-book Guest's event dates with another guest within thirty (30) days of Guest's written notice cancellation as provided for in this Agreement, at the same or higher rates as provided for in this Agreement, then GLW will refund Guest's deposits less a twenty-five percent (25%) administrative fee.

### 2. Final Payments and Damage Deposit.

All Final Payments (meaning amounts due above and beyond the deposits paid), shall be due no less than thirty (30) days prior to the first Event/Rental Date listed on the first page of this Agreement.

Final Payment for the Base Package, as well as the deposits for the Other Add-On Costs (Lighting & Fabric and Farm Tables & Chairs) shall be payable to Graeagle Land and Water Company ("GLW"). All payments to GLW must be made by cash or a check payable to Graeagle Land and Water Company.

Final Payments for Food & Beverage Add-On Costs shall be payable to Graeagle Meadows. All payments to Graeagle Meadows must be made by cash, by credit card, or a check payable to Graeagle Meadows.

Final Payments for a Golf Event shall be payable directly to the golf course and must be made by cash, by credit card, or a check payable to the golf course.

If any Final Payment is not timely made, then GLW may immediately provide notice to Guest of the cancellation of this Agreement and Guest event(s) and GLW, Graeagle Meadows, and any associated golf courses shall be entitled to retain any and all deposits paid. Time is of the essence with respect to all obligations required by this Agreement.



In addition, thirty (30) days prior to the first Event/Rental Date listed on the first page of this Agreement, the deposit for the Base Package shall convert to and become a refundable Damage Deposit. Accordingly, **this deposit will not be applied against the Final Payments due.** The Damage Deposit is fully refundable, assuming all terms of this Agreement are satisfied, and no damage is done to the property of GLW, Graeagle Meadows, and the associated golf courses and the property of the golf courses. Any damages or costs, including, but not limited to, excess cleaning charges, incurred by GLW due to Guest's violation of any terms of this Agreement, and/or any damage to the property of GLW, Graeagle Meadows, and the associated golf courses and the property of the golf courses, shall first be taken from the Damage Deposit, but Guest shall remain fully responsible for any and all liability, costs, and/or damages in excess of the Damage Deposit amount per the terms of this Agreement.

In the event amounts are deducted from the Damage Deposit, GLW will provide an itemized list of the deductions and will refund any unused amounts within fifteen (15) days of the event. GLW will charge Guest at the rate of \$45.00 per hour for cleaning charges and/or repairs, unless outside professionals must be hired for cleaning and/or repairs. In the event outside professionals are needed, GLW will charge Guest the same rates charged by the outside professional, plus an administrative fee of ten percent (10%).

### **3. Event Insurance.**

Guest is required to obtain event insurance. No less than thirty (30) days prior to the first Event/Rental Date listed on the first page of this Agreement, Guest shall provide written documentation demonstrating to GLW that Guest has obtained event insurance with the minimum coverage and specifications detailed below:

- (a) **A general liability insurance policy with a limit of no less than \$1,000,000.00 per occurrence.**
- (b) **Coverage for all event dates, beginning on date of arrival and continuing through the date of departure.**
- (c) **Host Liquor Liability included on the policy if there will be any type of alcohol during any of the events.**
- (d) **A waiver of subrogation. The policy shall be primary and no policy of GLW shall be required to contribute to any claim.**
- (e) **Graeagle Land and Water Company, a California corporation, and its officers, directors, employees, contractors, staff, volunteers, and agents, P.O. Box 310, Graeagle, CA 96103, must be listed as additional insureds under the policy.**
- (f) **The insurance certificate provided to GLW must include the following:**
  - (i) **The insurance company name; and**
  - (ii) **The agent's or broker's name, address, telephone number, and e-mail address.**

The policy obtained by Guest shall be the primary insurance coverage associated with Guest's event(s), and Guest acknowledges that Guest's liability and indemnification and hold harmless obligations required by this Agreement are in no way limited by Guest's insurance policy or the policy limits. Guest also waives, individually and on behalf of Guest's insurance carrier, any and all rights to seek repayment or recovery of insurance proceeds paid to GLW or any third party from the policy, and any policy held by GLW shall not be required to contribute to any claim.

Most guests can obtain event insurance through their homeowners' insurance carrier, but Guest may use any carrier of Guest's choice. Online carriers are also usually available. (For example: [www.theeventhelper.com](http://www.theeventhelper.com)) Most insurance carriers are willing to write these policies well in advance of the event.



#### **4. Cancellation.**

As is set forth in this Agreement, ALL DEPOSITS ARE NONREFUNDABLE ONCE GUEST'S EVENT DATE(S) HAVE BEEN RESERVED subject to the limitations contained herein. Accordingly, if Guest wishes to cancel the event, Guest should give GLW as much advance notice as possible. However, it may also be necessary for GLW to cancel the event. GLW is not responsible for any natural disasters or their effects that might cause damages that result in the delay, cancelation, or prevent GLW from performing its obligations under this Agreement. This includes, but is not limited to: power outages; weather; road closures; illness; disease; and/or fire. Should events occur beyond the reasonable control of GLW, including, but not limited to: (a) acts of God; (b) war, rebellion, or other armed conflict; (c) strikes or labor disputes in Plumas County; (d) disease in Plumas County such as SARS, Legionnaires, COVID-19, etc.; (e) government regulation or advisory (including travel advisory warnings); (f) civil disturbance in Plumas County; (g) terrorism or threats of terrorism in the United States as substantiated by governmental warnings or advisory notices; (h) curtailment of transportation services or facilities which would materially affect attendees from attending an event; (i) disaster, fire, earthquakes, or tornados in Plumas County; (j) unseasonable extreme inclement weather in Plumas County; (k) shortages or disruption of the electrical power supply causing blackouts or rolling blackouts or other essential utilities in Plumas County; or (l) any other cause reasonably beyond the GLW's control, making the event commercially impracticable, impracticable to perform, illegal, or impossible to fully perform under the terms of this Agreement, then GLW shall provide notice to Guest of the same and attempt to reschedule the event to another date within twelve (12) months of the original event date, at no additional cost to Guest. If the event cannot be or is not rescheduled, all deposits shall remain nonrefundable. However, in such an event, any Final Payments made, above and beyond the deposits paid, shall be fully refundable to Guest.

#### **5. Alcohol, Tobacco, Smoking & Vaping Products.**

GLW allows Guest to have alcohol, tobacco, and/or vaping products on the premises, provided that all federal, state, and local laws are followed, and Guest obtains any and all necessary permits, licenses, and/or other authorizations. If the event is one in which alcohol is being sold, Guest must obtain the proper license for the event. Guest should contact Alcohol Beverage Control at [cust.serv@abc.ca.gov](mailto:cust.serv@abc.ca.gov). Guest assumes all responsibility for Guest, Guest's guests, invitees, and others on the premises to ensure that all federal, state, and local laws are followed, including, but not limited to, ensuring that there is no underage drinking or use of tobacco or vaping products, and no use of illegal substances. Again, wine stains the barn floor. Please clean-up spills and please drink responsibly. **SMOKING IS NOT ALLOWED IN THE BARN.** Smoking is only permitted in the paved parking lot area only, and two (2) ash trays will be provided.

#### **6. Lighting, Hanging Items, Decorations, Pets, & Vehicles.**

Due to safety concerns, Guest is NOT permitted to hang lighting, fabric, or decorations above eleven (11) feet. For any desired lighting, fabric, and/or other decoration above eleven (11) feet, Guest must notify GLW and, at Guest's additional cost, pay for GLW's contracted lighting company to hang the items. Hanging decorations is permitted ONLY with the use of small diameter hangers such as staples, tacks, or wire nails. Guest may not staple, nail to, or otherwise attach anything to the wood that might leave a mark or hole. Guest must remove any items hung at the conclusion of the event and prior to vacating the premises. Absolutely no sparklers allowed on the premises (inside or outside or elsewhere). Candles must be battery operated. For weddings, wild birdseed, lavender florets, or bubbles must be thrown in lieu of rice. Tables and chairs must not be left outside overnight or during wet weather. Pets are not allowed on premise for any event, unless pre-approved in writing by GLW prior to the event.

#### **7. Tables, Chairs, & Other Rental Items.**

Guest should inspect tables, chairs, other rental items and any other structures for damage prior to Guest's event. If Guest notices any damage, the damage should be immediately reported to a GLW representative. If tables or chairs are damaged or destroyed, Guest will be responsible for the repair or replacement. Guest will be charged



repair costs at \$45.00 per hour, unless an outside professional must be hired for the repair. In the event an outside professional is needed, GLW will charge Guest the same rates charged by the outside professional, plus an administrative fee of ten percent (10%). Estimated replacement cost examples are as follows: (a) Farm table \$1,200.00 per table; (b) Fruitwood chair \$85.00 each.

All rentals are for one (1) day of use. Items are normally delivered the day before and picked up the day after at the standard delivery charge. During the busy season, GLW may deliver two (2) days before and pick up two (2) days after. Guest will be appropriately notified by GLW. Guest assumes responsibility for the proper care of all rental equipment and agrees to pay for any and all damage and/or loss, regardless of cause, except reasonable wear and tear. Guest also agrees to pay a reasonable cleaning charge, as determined by GLW, for items returned dirty. Accrued rental charges cannot be applied against the purchase, cost, or repair of damaged or lost goods. Items damaged beyond repair will be paid for by Guest at its actual replacement cost as of the date of the loss. All items being picked up by GLW must be in the same location where we delivered to Guest, or an additional charge will be assessed. No equipment may be moved from the place of delivery without written permission of GLW. Guest shall have all equipment available for pick-up by GLW on the pick-up date agreed upon via e-mail, conversation or listed under "Pick-Up Date" on the delivery ticket. Failure to have said equipment available will subject Guest to an additional \$50.00 per hour rental charge.

#### **8. Guest's Responsibilities.**

Guest is responsible for arranging and coordinating food and beverages, and all other vendor options. Setting up, taking down, and cleaning up the inside of barn and the adjoining outside grounds, including restrooms. **Guest is responsible for removing ALL garbage from the premises (adjoining grounds, and restrooms).** A dumpster can be rented from Intermountain Disposal. The Intermountain Disposal Transfer Station is open on Saturday and Sunday (9:00 a.m. to Noon & 12:30 p.m. to 4:00 p.m.) and is located at 920 Graeagle/Blairsden Road. Please remember to lock down the dumpster after use because the bears have a lot of fun going through all the wedding dinners. At the end of the event, Guest is responsible for removing all decorations, personal belongings, and boxes used to transport items. Guest is responsible for keeping doors unlocked while site is occupied, and children should always be accompanied by adults.

#### **9. Music.**

Both live and recorded music are permitted, however, the volume must be maintained at a level deemed acceptable by GLW. Outdoor amplified music must be over by 10:00 p.m.

#### **10. Guest's Post-Event Responsibilities.**

The key(s) provided to Guest by GLW must be returned to GLW at the conclusion of the event when Guest has finished cleaning the premises. The key should be dropped in the mail slot. If the key is returned late, there is a \$20.00 fee. If the key is lost, there will be a \$250 replacement fee. Lost locks will also result in a \$50 replacement fee per lock.

Guest is responsible for the following at the conclusion of the event:

- Remove all trash and decorations.
- Clean tabletops and remove tape or staples..
- Clean chairs
- Put tables and chairs in the storage unit.
- Clean the bar top if it was used.





- Remove all staples, tape, and/or tack nails used to hang decoration.
- Sweep down the floors and remove any spills or spots from the floor.
- Remove all garbage.

#### Bathrooms

- Remove all trash and decorations.
- Wipe down all fixtures, partitions, and mirrors.
- Clean and mop floors.
- Remove all garbage from the waste containers and place it in the event dumpsters.

#### Exterior

- Remove all trash and decorations.
- Clean-up the grounds and parking lots to remove all trash and cigarette butts.
- If straw or hay was used for the event, rake it up and dispose.
- Remove all garbage from the waste containers..

**PLEASE LEAVE THE GROUNDS AS YOU FOUND THEM OR BETTER.**

#### **11. Indemnification.**

Guest is responsible for Guest's own safety, action, and/or inaction, as well as the safety, action, and/or inaction of Guest's guests, family members, invitees, agents, vendors hired by Guest, and all others on the premises during Guest's event, including trespassers. GUEST AGREES TO HOLD HARMLESS, INDEMNIFY, AND DEFEND GLW, including its officers, directors, shareholders, employees, contractors, staff volunteers, agents, subsidiaries, related entities, and affiliates, from and against all claims, causes of action, damages, judgments, costs and/or expenses, including, but not limited to attorney's fees and other costs, which may in any way arise from or relate to this Agreement and/or Guest's event(s), use of the premises, and/or presence at any property or facility owned or used by GLW, its subsidiaries, affiliates, or related entities.

#### **12. Damages and/or Theft.**

If damage or theft occurs to the property, grounds, buildings, fixtures, equipment, landscaping, furniture, etc., of GLW and/or its subsidiaries, affiliates, and/or related entities during Guest's event(s), Guest shall be responsible for any necessary repairs and/or replacements. This includes any damage caused by Guest's guests, family members, invitees, agents, vendors hired by Guest, and all others on the premises during Guest's event, including trespassers.

**13. Entire Agreement.** The parties agree that this Agreement, including the addendums attached hereto, if any, contains the entire agreement between the parties related to the subject matter of this Agreement, and that the terms of this Agreement are contractual, material, and not a mere recital. No other agreement(s), statement(s), representation(s), warranty(ies), covenant(s), and/or promise(s), oral or written, made on or before the Effective Date of this Agreement will be binding on the parties hereto related to the subject matter of this Agreement except as otherwise expressly provided for in this Agreement.

**14. Binding Effect.** The provisions of this Agreement shall inure to the benefit of the parties' respective heirs, successors, and/or assigns, and shall be binding upon them.

**15. Severability.** If any provision of this Agreement or its application to any party or circumstances is held in whole or in part to be invalid or unenforceable to any extent for any reason, the remainder of this Agreement shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, a





mediator, arbitrator, or court of competent jurisdiction making such determination is authorized and instructed to modify this Agreement so as to make any unenforceable terms and/or provisions enforceable such that the transactions and agreements contemplated herein are consistent with the best estimation and understanding of the parties' original intent.

**16. Modification.** This Agreement may be modified by subsequent agreement of the parties only by a writing signed by all parties that specifically references this Agreement, or by an oral agreement to the extent that the terms of such oral agreement are actually performed.

**17. No Waiver.** The failure of a party, at any time, to insist upon strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right, or remedy herein contained, or available pursuant to applicable law, shall not be construed as a waiver or relinquishment of such term, provision, option, right, or remedy, and the same shall continue and remain in full force and effect. No waiver by a party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party, and no previous waiver shall operate as a continuing waiver.

**18. Effect of Headings.** All headings in this Agreement are included solely for convenient reference, are not intended to be full and accurate descriptions of the contents of this Agreement, shall not be deemed a part of this Agreement, and shall not affect the meaning or interpretation of this Agreement.

**19. Interpretation.** Unless the context clearly indicates otherwise: (a) each definition herein shall include the singular and the plural, (b) each reference herein to any gender shall include the masculine, feminine and neuter where appropriate, (c) the words "include" and "including" and variations thereof shall not be deemed terms of limitation, but rather shall be deemed to be followed by the words "without limitation," (d) the word "or" is not exclusive, (e) the words "hereof," "herein," "hereto," "hereby," "hereunder" and derivative or similar words shall refer to this Agreement as an entirety and not solely to any particular provision of this Agreement, all references to "\$" or "Dollars" shall mean United States Dollars, and (f) references herein (i) to Articles or Sections mean the Articles or Sections of this Agreement, (ii) to a statute mean such statute as amended, restated, supplemented and/or modified from time to time and includes any successor legislation thereto and any regulations promulgated thereunder; and (iii) to days mean calendar days unless otherwise expressly stated.

**20. Notices.** Any notices, requests, demands, and/or other communications required or permitted under this Agreement shall be in writing and shall be deemed effective (a) upon receipt, if delivered personally; or (b) on the next business day, if delivered by guaranteed overnight courier; or (c) upon receipt, if transmitted by e-mail, facsimile, or other electronic means with acknowledgment of receipt by the other party, not including an automatic reply; or (d) five (5) calendar days after deposit in the United States Postal Service, first-class postage prepaid with tracking - provided, that, in each instance, the notice is addressed to the address(es) set forth on the signature page(s) hereto, or to such other address that has been provided by a party to the other party(ies) by giving proper notice pursuant to the terms of this paragraph.

**21. Counterparts & Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not become effective until at least one counterpart has been signed by each of the parties hereto. Unless otherwise defined in this Agreement, the Effective Date shall be the date upon which at least one counterpart has been signed by each of the parties hereto. The parties authorize each other to detach and combine original signature pages and consolidate them into a single, identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement. This Agreement may be executed electronically via



DocuSign® and other similar online and/or electronic signatures shall be given the same legal effect as if an original. In addition, this executed Agreement may be transmitted by facsimile (fax), scan copy, PDF image, or electronic message (e-mail) and the signatures hereto shall be given the same legal effect as if an original.

**22. Authority to Bind.** Each of the signatories hereto warrants and represents that he or she is competent and duly authorized to enter into this Agreement on behalf of the entity or person for which he or she purports to sign, and each agrees to indemnify and hold harmless the other party or parties against each claim, suit, and/or demand, including, but not limited to, necessary and reasonable investigation and actual attorney's fees and costs, whether or not litigation, arbitration, and/or mediation is commenced, in which it may be asserted that he or she was not competent and/or authorized to execute this Agreement.

**23. Recovery of Litigation Costs.** Subject to any other limitations provided for in this Agreement, if any, if any legal action, mediation, arbitration, or other proceeding is brought to enforce this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover its reasonable attorney's fees and other costs incurred during and prior to that action or proceeding, in addition to any other relief deemed available, and regardless of whether the legal action, mediation, arbitration, or other proceeding is terminated by judgment, settlement, or other means.

**24. Dispute Resolution.** The parties agree that in the event of any dispute by and between them, they shall first attempt to resolve the dispute by way of an informal mediation, and if such efforts do not result in a resolution, they will have the dispute submitted to binding arbitration as set forth below. The mediation shall be held before a neutral attorney or mediator having at least ten (10) years of business experience or a retired judge ("Qualified Mediator"). Within ten (10) days of a demand for mediation, the parties shall attempt to mutually agree on a Qualified Mediator. If the parties agree on the selection of a Qualified Mediator, the mutually selected Qualified Mediator shall be appointed for the parties' mediation. If the parties are unable to mutually select a Qualified Mediator, they shall each select a Qualified Mediator and the two (2) Qualified Mediators shall then select a third neutral Qualified Mediator who shall mediate the parties' dispute. Any selected mediator who is unable or unwilling to fulfill his or her duties may be replaced. Subject to the mediator's availability, the parties will make best efforts to have the mediation scheduled and held within fifteen (15) days of a demand. The parties shall split and pay for the fees and costs charged by the mediator equally. Any party who fails to participate in the mediation shall waive their right to collect attorney's fees and costs as provided for in this Agreement. If the parties are unable to resolve their dispute in mediation, the parties shall submit their dispute to binding arbitration. In the event arbitration is necessary, the parties shall attempt to mutually agree upon the selection of a neutral arbitrator who shall be a business attorney or arbitrator having at least ten (10) years of experience, or a retired judge, or the Qualified Mediator previously selected for the parties' mediation, if the parties mutually agree to the continued services of the Qualified Mediator for the binding arbitration ("Qualified Arbitrator"). If the parties are unable to mutually agree on the selection of a Qualified Arbitrator, each party shall select a Qualified Arbitrator and the two (2) so selected shall select a third Qualified Arbitrator who shall arbitrate the parties' dispute. The Qualified Arbitrator shall have the power to hear any and all disputes by and between the parties arising from this Agreement or the subject matter of this Agreement, hear discovery disputes, and to award attorney's fees and costs to a prevailing party. Unless otherwise agreed to by the parties, any decision or award as a result of the arbitration proceeding shall be binding upon the parties, in writing, and shall provide an explanation for all conclusions of law and findings of fact and shall include an assessment of costs, expenses, and reasonable attorney's fees and costs.



**25. Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**26. Class Action Waiver.** EACH PARTY HERETO WAIVES THE RIGHT TO LITIGATE IN COURT, MEDIATE, AND/OR ARBITRATE ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.

**27. Choice of Law and Venue.** This Agreement shall be construed, interpreted, and enforced in accordance with, and governed by, the laws of the State of California, except that this Agreement will not be construed in favor of or against either party, but in a manner that is fair to both parties, and without regard to conflicts of law principles. The parties further agree that any mediation, arbitration, lawsuit, or other proceeding filed to enforce this Agreement, or arising out of the subject matter of this Agreement, shall be instituted and maintained only in the State of California, County of Plumas. If any such action is removed to federal court for any reason, jurisdiction and venue shall be in the United States District Court for the Eastern District of California in Sacramento, California. Each of the parties hereby consents to the jurisdictions of the foregoing courts and waives all objections to venue therein.

**28. Acknowledgments.** The parties further agree that they have read and fully understand the terms, conditions, and legal effects of the provisions contained in this Agreement. The parties acknowledge that they have had an opportunity to review this Agreement with independent legal counsel and have exercised those rights to the extent deemed necessary. The parties further acknowledge that they have not relied solely on the advice of counsel in reaching the agreements set forth herein, that the agreements set forth herein are the result of negotiations and careful compromise, and that they enter into this Agreement of their own free will and accord, voluntarily, without coercion, duress, or undue influence from any source. Therefore, for good and valuable consideration, including, without limitation, the mutual promises, conditions, and agreements set forth herein, the parties agree to be bound by the terms of this Agreement.

**GUEST**

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**GUEST**

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**GRAEAGLE LAND AND WATER COMPANY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

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

**Mailing Address:**

Graeagle Land and Water Company  
P.O. Box 310  
Graeagle, CA 96103

Phone Number: (530) 836-2523

Fax Number: (530) 836-1077

E-mail: [venues@playgraeagle.com](mailto:venues@playgraeagle.com)

