

MELROSE CAVERNS, INC.
LEASE AGREEMENT

THIS LEASE AGREEMENT made as of February [REDACTED], 2021 by and between MELROSE CAVERNS, INC. a Virginia corporation (Landlord) and [REDACTED] [REDACTED] (Tenant) who agree as follows:

1. LEASED PREMISES. Landlord hereby leases to Tenant and Tenant leases from Landlord those certain premises consisting of Melrose Caverns lodge building main floor and adjacent parking lot.

2. TERM. The term of this Lease shall commence June [REDACTED], 2022 at 12:00 p.m. and shall terminate June [REDACTED], 2022 at 12:00 p.m.

3. RENT. Tenant agrees to pay to Landlord as rent during the term of this Lease the sum of \$5,500. Nonrefundable rent will be payable three months prior to the commencement date.

4. DEPOSIT. A non-refundable deposit of \$2,750 shall be paid upon execution of this Agreement by Tenant. Should the event be cancelled, this deposit is non-refundable.

5. DAMAGE INSURANCE FEE. A fee of \$150 dollars will be collected to insure against damages. This fee insures the tenant from liability for damages up to \$500. The tenant shall be responsible for all damages above \$500.

6. USE OF THE PREMISES. Tenant agrees that the leased premises shall be used for the sole purpose of conducting a private party, without charge for admission nor open to the general public. No alcoholic beverages, food or merchandise of any kind shall be sold on the premises. No person under the age of twenty-one (21) years old shall be allowed to consume alcoholic beverages. No function held on the premises shall last beyond 12:00 a.m. The

Initials: Tenant: _____

Tenant: _____

premises are to be vacated completely by 12:00 a.m. unless you have written permission.

7. PARKING. No vehicles are to be parked along Route 11, or any other public road in the area. NO TRUCKS LARGER THAN 1 TON ALLOWED ON PROPERTY.

8. CONDITION OF PREMISES. Tenant shall keep the leased premises in good repair, clean, sanitary, and in safe condition. In addition, Tenant agrees to the terms of Attachment A which are incorporated into this Lease Agreement.

9. INSURANCE. Tenant shall be responsible for all liability insurance for all guests attending the private party. The tenant shall maintain General Liability Insurance, including coverage for contractually assumed liabilities, in an amount no less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Such insurance shall name Melrose Caverns, Inc. as additional insured, and a certificate of insurance with an endorsement must be provided to landlord sixty (60) days prior to the event. Failure to provide such certificate will result in cancellation of the event and Landlord shall be entitled to retain all monies paid.

10. NOTICES. All notices to be given hereunder shall be deemed given when sent by certified mail, return receipt requested. Notices shall be sent to:

Melrose Caverns, Inc.
247 Fairway Drive
Harrisonburg, Virginia 22802

Tenant: As designated in **Appendix A**

11. SUCCESSORS AND ASSIGNEES. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

12. ADJACENT PROPERTY. Tenant agrees not to interfere with the use of Melrose Service Station property or the adjacent farming property. Tenant agrees not to allow any

Initials: Tenant: _____

Tenant: _____

entrance or disturbance of the cave know as Melrose Caverns.

13. INSPECTION. Landlord reserves the right to inspect the premises at any time.

14. LIABILITY. TENANT AGREES TO INDEMNIFY AND SAVE HARMLESS THE LANDLORD AGAINST ANY AND ALL CLAIMS OR LIABILITIES FOR ACCIDENTS, INJURIES OR PERSONAL PROPERTY DAMAGE ARISING OUT OF THIS AGREEMENT, INCLUDING ATTORNEY FEES AND COURT COSTS WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF EITHER OF THE PARTIES TO THIS AGREEMENT, THEIR AGENTS OR EMPLOYEES, OR ANY OTHER INDIVIDUALS.

15. PAYMENTS. All payments are nonrefundable once paid.

16. FORCE MAJEURE. If a Force Majeure Event occurs that prevent Landlord from performing any one or more obligations under this agreement, it will be excused from performing those obligations. "Force Majeure Event" means any cause(s) which render(s) Landlord wholly or partly unable to perform its obligations under this Lease, which are not within its control, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, electrical or other utility failures, loss of insurance, trade restrictions, acts of any governmental authority, and other events or circumstances beyond the reasonable control of Landlord. Pandemics are not considered "Force Majeure" events. Upon the occurrence of a Force Majeure Event the liability of Landlord shall be limited to refunding any amounts previously received from Tenant.

17. CONTROLLING LAW. This Agreement shall be controlled by the laws of the

Initials: Tenant: _____

Tenant: _____

Commonwealth of Virginia.

18. ENTIRE AGREEMENT. This writing constitutes the entire agreement between the parties and may not be amended except in writing signed by all the parties. Notwithstanding the foregoing sentence, a notice of cancellation of the event shall be effective based upon a writing signed by any one of the persons named as Tenant above.

19. COUNTERPARTS AND ELECTRONIC SIGNATURE. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all ancillary documents may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

20. ATTORNEYS FEES. Tenant is responsible for any and all of the Landlord's attorney's fees and/or court costs in the event of litigation, mediation, or arbitration.

MELROSE CAVERNS, INC.

Tenant

Tenant

**** Please Memo checks with the wedding date in which you are paying for ****

Checks payable to: Melrose Caverns, Inc.
247 Fairway Drive
Harrisonburg, Virginia 22802

Initials: Tenant: _____

Tenant: _____

**Appendix A
Tenant Information**

Tenant(s) Name(s): [REDACTED] and [REDACTED]

| | |
|---------------|------------|
| Street: | [REDACTED] |
| Apt. Number: | [REDACTED] |
| City: | [REDACTED] |
| State: | [REDACTED] |
| Zip Code: | [REDACTED] |
| Country: | [REDACTED] |
| Phone Number: | [REDACTED] |
| Email: | [REDACTED] |

Secondary Information (If Applicable)

| | |
|---------------|------------|
| Street: | |
| Apt. Number: | |
| City: | |
| State: | |
| Zip Code: | |
| Country: | |
| Phone Number: | [REDACTED] |
| Email: | [REDACTED] |

Initials: Tenant: _____

Tenant: _____

Appendix B
Policies for Rental of Melrose Caverns Lodge

The following rules and policies become binding upon execution of the Rental Agreement. The Tenant and their contracted event employees (including but not limited to: caterers, event planners, musicians & music providers, florists, photographers and rental companies) must adhere to the following guidelines.

Landscaping – No plants may be removed or cut unless permission is given by Landlord. Doing so will result in loss of Damage Deposit.

Property – All property brought to Melrose Caverns Lodge and surrounding property by the Tenant is the sole responsibility of the Tenant. Landlord does not accept liability or loss of damage of any item.

Trucks – No large trucks are allowed on property. Please discuss with manager for weight limits..

Decorations – Use of nails, screws or any tape are not permitted on walls or painted surfaces.

Candles – All candles must be contained in a glass candle holder. All candles must be extinguished at the end of the event. Candle wax run off is considered damage on any surfaces and will be charged a damage fee.

Flowers – Any outside flowers that are artificial, must be cleaned up after your ceremony and not left scattered on the ground.

Smoking – No smoking is allowed inside the Lodge, covered porch or in the garden area. Smoking outdoors is permitted, where disposal containers are provided. There is a loss of damage deposit for not adhering to this policy.

Sparklers – No sparklers are to be lit or used in the building, garden area or porch area. They must be extinguished in a bucket of water after use. Full damage deposit will be forfeited if they are used inside or under any covered area.

Fireplaces – May be used with permission and for a fee if not covered in your package price. They must be extinguished before leaving. The fireplace is maintained, started and extinguished by Melrose staff only.

Pets – Pets are allowed by special arrangement for the ceremony or if they are service animals.

Trash – All trash must be removed from the building at the end of the event and placed in designated trash cans outside.

Tours – Melrose Caverns, Inc. has the right to do tours on the day of your rehearsal and wedding

Initials: Tenant: _____

Tenant: _____

day before noon.

Rentals - Melrose Caverns does not set up or tear down rentals of outside vendors including tables and chairs.

Tenant

Tenant

Initials: Tenant: _____

Tenant: _____

Appendix C
Wedding Package Summary

MOORE (\$5,500)

- Rental - Friday at noon to Sunday at noon
- Tables and chairs for 200 guests
- Removal of trash after reception
- Rehearsal space
- Rental of cocktail tables, bars and bistro lights
- Cleaning of venue after the event
- Wedding Coordinator to assist day of and day before wedding
- Parking attendants (2) for day of event
- Fireplaces if needed

Tenant

Date

Tenant

Date

Initials: Tenant: _____

Tenant: _____

**Appendix D
Payment Summary**

See below for a summary of payments and total amount due.

| | |
|---|--------------------|
| Save the Date Deposit (1/2 of Total Rent) | \$ 2,750.00 |
| Remaining Rent (1/2 of Total Rent) | 2,750.00 |
| Damage Insurance | 150.00 |
| Total Amount Due | \$ 5,650.00 |

Initials: Tenant: _____

Tenant: _____