

SHORT TERM USE AGREEMENT

This agreement is made between Triple Creek Development, hereinafter "Management", and Applicant, hereinafter "User". User agrees that any persons or organization that uses the Moraine Center as part of this agreement will be bound by this agreement.

Management agrees to allow the use of the Moraine Center (Philanthropy River Building Suite 106 120 South Main Street, Sheridan Montana 59749) as well as 60 chairs and 10 conference tables (hereinafter referred to as "The Moraine Center"), under the following conditions:

Term: This agreement shall commence on _____ and terminate on _____.

Deposit: A refundable, deposit of \$200 will be required with signed contract to hold the property for the dates requested in the application. Management will acknowledge receipt of the deposit by signing this contract.

Cleaning Fee: Upon completion of the event, the property is to be left clean and ready to use* The use of the back lot (west of the building) will be picked up and any debris removed. All garbage will be removed. Recycling is encouraged. All tables and chairs must be put away. NO SMOKING is allowed in the building. If it is determined that smoke is evident a special cleaning fee will be assessed.

*** Clean and ready to use**

The Moraine center is provided for use in a clean and ready to use condition for the benefit of all users. All persons or entities using the room *must return it in a clean and ready to use for the next group*. By using the facility the user agrees to clean the facility *immediately following any event*.

Cleaning includes the following:

- Vacuum and sweep the entire area including bathrooms and entry ways
- Wipe down all tables and chairs
- Restack all chairs and return tables to the original position.
- Clean bathrooms
- Empty all trash cans and waste receptacles and remove from site
- Empty the refrigerator

If the user feels that the facility is not clean prior to use, user should contact building management prior to use. The user is still responsible for cleaning regardless of the condition unless management agrees ahead of the event to take responsibility. The user is responsible for providing all cleaning materials and supplies including vacuum cleaner and brooms. User agrees not to use paper towels from the bathroom for such purposes.

If at management's sole discretion the facility is not returned in clean and ready condition a \$100 cleaning fee will be assessed.

Failure to meet these conditions will automatically cause the forfeit of the deposit. If cleaning requires additional services management at their sole discretion may charge additional fees and user agrees to pay these immediately.

Hold Over: User shall deliver possession of the Moraine Center in good order and repair to Management upon termination or expiration of this agreement prior to any refund of deposit. The user agrees to be responsible for any damages to furniture, building or back lot and to pay the full replacement cost to repair or replace damaged goods or make repairs to the facility. Damages in excess of the deposit must be paid immediately.

Sublet: User may not sublet residence or assign this the Moraine Center agreement without written consent of Management.

Initials by User _____

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Right of Access: Management shall have the right of access to facility for repair and maintenance during reasonable hours. In the event of an emergency, Management may enter at any time to protect life and prevent damage to the property.

Use: The Moraine Center shall be used so as to comply with state, county, and municipal laws and ordinances. User shall not use the Moraine Center or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with other User’s quiet enjoyment of their offices. Any misuse described above shall result in termination of the Moraine Center Agreement and no refund of any payments will be issued.

Insurance – User agrees to show proof of insurance and to list Triple Creek Development as **additional insured in the amount of \$500,000 for property and \$1,000,000 for liability.** Management may at its own discretion waive the need for insurance.

Property Loss: Management shall not be liable for damage to User’s property of any type, for any reason or cause whatsoever.

Pets: Animals, birds or pets of any kind shall not be permitted inside the Moraine Center unit at any time unless the prior written approval of Management has been obtained.

Indemnification: User releases Management from liability for and agrees to indemnify Management against losses, incurred by Management as a result of (a) User’s failure to fulfill any condition of this agreement; (b) any damage or injury happening in or about The Moraine Center or premises to User’s invitees or licensees or such person’s property; (c) User’s failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien, or other encumbrance filed against User as a result of User’s action.

Entire Agreement: This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding. It is the intention of the parties herein that if any of this The Moraine Center agreement is invalid, for any reason, such invalidity shall not void the remainder of the Moraine Center agreement.

Failure of Management to Act: Failure of Management to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation.

Electronic correspondence can be sent to JohnPohl@3creekdev.com.

Written correspondence should be mailed to:

Triple Creek Development
Suite 310
2341 Eastlake Ave East
Seattle, WA 98102

I have read the foregoing agreement and agree with its terms.

User/Applicant Signature _____

Printed Name _____

Dated _____

Initials by User _____

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Addendum: USERS' INDEMNITY & WAIVER AND MANAGEMENT'S LIABILITY

Cleaning Services are available through:

Rebecca Mayfield
mtloveandlight@gmail.com
406.539.5683

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USERS' INDEMNITY & WAIVER AND MANAGEMENT'S LIABILITY

User's Indemnity

User will protect, indemnify and save Management, its partners, shareholders, members, managers, Employees, officers, directors, agents and their respective successors and assigns harmless (if Management is a trustee, the term "Management" for the purposes of this Article shall include the trustee and all beneficiaries of the trust) from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by or assessed against Management by reason of

- (A) Any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways, or resulting from an act or omission of User or anyone claiming by, through or under User;
- (B) Any failure on the part of User to perform or comply with any of the terms of this Lease or any agreements affecting the Premises;
- (C) The use, occupation, condition, or operation of the Premises or any part thereof; or
- (D) Performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof in case any action, suit or proceeding is brought against Management by reason of any such occurrence. User will, at User's sole expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended.

Waiver of Claims

Except with respect to Management's (and Management's agents) gross negligence, User waives all claims it may have against Management and Management's agents for damage or injury to person or property sustained by User or any persons claiming through User or by any occupant of the Premises, or by any other person, resulting from any part of the Premises becoming out of repair, or resulting from any accident on or about the premises or resulting directly or indirectly from any act or neglect of any person, including Management to the extent permitted by law. This Section shall include, but not by way of limitation, damage caused by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors, or noise, or caused by bursting or leaking pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or neglect of User or of any other person, including Management to the extent permitted by law, and whether such damage be caused or result from anything or circumstance above mentioned or referred to, or to any other thing or circumstance whether of a like nature or of a wholly different nature. All User's equipment and other personal property belonging to User or any occupant of the Premises that is in or on any part of the Premises shall be there at the risk of User or of such other person only, and Management shall not be liable for any damage thereto or for the theft or misappropriation thereof.

Indemnity for Litigation

User agrees to pay, and to indemnify and defend Management against, all costs and expenses (including reasonable attorney's fees) incurred by or imposed upon Management by or in connection with any claim to which Management becomes or is made a party without willful misconduct on its part, whether commenced by or against User, or any other person or entity or that may be incurred by Management in enforcing any of the covenants and agreements of this Lease with or without the institution of any action or proceeding relating to the Premises or this Lease, or in obtaining possession of the Premises after an Event of Default hereunder or upon expiration or earlier termination of this Lease. The foregoing notwithstanding, User's responsibility under this Section to pay Management's costs and expenses (including reasonable attorneys fees) shall not extend to such costs and expenses incurred in defending

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an action brought by User to enforce the terms of this Lease in which there is a court determination that Management failed to perform its obligations under this Lease. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

Management's Liability

Notwithstanding anything to the contrary herein contained, there shall be absolutely no personal liability asserted or enforceable against Management or on any persons, firms or entities who constitute Management with respect to any of the terms, covenants, conditions and provisions of this Lease, and User shall, subject to the rights of any mortgagee, look solely to the interest of Management, its successors and assigns in the Premises for the satisfaction of each and every remedy of User in the event of default by Management hereunder; such exculpation of personal liability is absolute and without any exception whatsoever. If the entity constituting Management is a partnership, User agrees that the deficit capital account of any such partner shall not be deemed an asset or property of said partnership.

Initials by User _____