

LEASE AGREEMENT

Brian Head Resort, Inc. ("Lessor"), in consideration for the lease payments provided in this Lease Agreement ("Lease"), agrees to lease to _____ ("Lessee") meeting/function space located in its Navajo Lodge and/or its Giant Steps Lodge. The parties to this Lease Agreement hereby agree to as follows (all times stated herein are Mountain Standard Time):

NAVAJO LODGE.

Winter Operating Season

During Lessor's winter operating season (as defined by Lessor), Lessor shall lease to Lessee space in its Navajo Lodge facility for meetings, functions or other agreed upon events ("Events") between the hours of 5:00 p.m. and 11:59 p.m. each day (the "Lease Period"). The amount of the lease payment for each Lease Period shall be \$150.00 (one-hundred fifty dollars). The amount of the lease payment for church and school groups for each Lease Period shall be \$125.00 (one-hundred twenty five dollars).

Summer Operating Season

During Lessor's summer operating season (as defined by Lessor), Lessor shall lease to Lessee space in its Navajo Lodge facility for a 24-hour Lease Period from 12:01 a.m. to 11:59 p.m. each day. The amount of the lease payment for each Lease Period shall be \$250.00 (two-hundred fifty dollars). The amount of the lease payment for church and school groups for each Lease Period shall be \$210.00 (two-hundred ten dollars).

KITCHEN FACILITIES. Lessee may utilize the kitchen facilities in Lessor's Navajo Lodge for an additional lease payment of \$150 (one-hundred fifty dollars) per Lease Period, regardless of actual time of usage during each Lease Period. Cleaning of kitchen facilities shall be the sole responsibility of Lessee. The Kitchen facilities located in Lessor's Giant Steps Lodge are not available for Lessee's use.

GIANT STEPS LODGE. Facilities located in Lessor's Giant Steps Lodge are only available for lease during Lessee's winter operating season (as defined by Lessor). Lessor shall lease to Lessee space in its Giant Steps Lodge facility for Events for a Lease Period between the hours of 5:00 p.m. and 11:59 p.m. each day. The amount of the lease payment for each Lease Period shall be \$150.00 (one-hundred fifty dollars). The amount of the lease payment for church and school groups for each Lease Period shall be \$125.00 (one-hundred twenty five dollars).

RESPONSIBILITIES OF LESSOR AND LESSEE. The responsibilities of Lessor and Lessee under this Lease Agreement are contained in Exhibit A and are hereby incorporated into this Lease agreement.

TERM. The Lease term will begin on _____ and will terminate on or about _____.

CLEANING FEES AND DEPOSITS. In addition to the lease payments set forth above, Lessee shall pay a facility-cleaning fee of \$40.00 (forty dollars) per Lease Period. Church and school groups may choose to be responsible for cleaning the leased facilities upon payment to Lessor of a cleaning fee deposit equal to the product of \$40.00 (forty dollars) and the number of Lease Periods.

Use of kitchen facilities shall require an additional security/damage/cleaning deposit of \$500.00 (five hundred dollars).

All deposits required pursuant to this Lease Agreement shall be refunded to Lessee if, in Lessor's sole discretion, all leased facilities (including kitchen facilities, if applicable) are properly cleaned, and all previously existing equipment and all other assets of Lessor are present and in original working order and condition. In the event it is necessary for Lessor to charge Lessee for excessive cleaning, repairs or for lost or stolen equipment or other assets, charges will be first deducted from Lessee's deposits and any excess amounts invoiced to Lessee.

PAYMENT TERMS. Fifty percent (50%) of the aggregate payment amount due under the Lease shall be due and payable to Lessor upon signing of this Lease Agreement. The balance of the aggregate amount due under the Lease shall be payable to Lessor on the date of and prior to commencement of the Event. If for any reason Lessee terminates the Lease within two (2) weeks of the scheduled Event date, the entire amount deposited with Lessor shall be forfeited. All deposits to be refunded by Lessor shall be paid to Lessee within ten (10) days following the end of the Lease term.

USE OF FACILITIES. Lessee may only use Lessor's facilities for Events acceptable and agreed to by Lessor. Events or any actions may not occur on Lessor's property or in Lessor's facilities that are in violation of any Federal, State, County or local laws. Lessee shall obtain any and all permits required for the Event to be held on Lessor's property or in Lessor's facilities.

STRUCTURAL MODIFICATIONS. Lessee may make no structural or other modifications to Lessor's facilities without prior written consent of Lessor.

INSURANCE. Lessee shall be solely responsible to maintain appropriate insurance for all Lessee's equipment and other property located on the leased premises.

UTILITIES. Lessor shall be responsible for all utilities on the premises. Lessee is not permitted to use Lessor's telephones for long-distance calls. Charges for any such calls will be the sole responsibility of Lessee.

INDEMNITY REGARDING USE OF FACILITIES. Lessee agrees to indemnify, hold harmless, and defend Lessor from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, which Lessor may suffer or incur in connection with Lessee's use of the Lessor's facilities.

TAXES. Lessee shall be responsible to report and pay any and all taxes and other assessments associated with Events held on Lessor's property and/or in Lessor's facilities.

ASSIGNABILITY / SUBLETTING. The Lease Agreement is not assignable and Lessee may not sublease any interest in Lessor's facilities.

ENTIRE AGREEMENT. This Lease Agreement contains the entire agreement and there are no other promises or conditions in any other agreement whether oral or written. Any amendment or modification of this Lease must be in writing and signed by both Lessor and Lessee.

SEVERABILITY. If any portion of this Lease Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease Agreement.

JURISDICTION. This Lease Agreement will be governed and construed in accordance with the laws of the State of Utah and enforced in the courts of Utah, which shall have jurisdiction.

DESCRIPTION OF LESSOR'S FACILITIES SUBJECT TO THIS LEASE AGREEMENT.

Name of group: _____

Contact: _____

Address: _____

Phone: _____ **Email/Fax:** _____

Facility to be rented: _____ Giant Steps Lodge _____ Navajo Lodge
 _____ Kitchen Rental _____ Other

Dates of rental: _____ **Arrival time:** _____

Total fees: _____ **50% Deposit:** _____

SIGNATURES

LESSOR:
Brian Head Resort, Inc.

LESSEE:

Traci Bott
Group Sales Manager

By:

Date

Date