

**MARYHILL MUSEUM OF ART
EVENT RENTAL OF RANCH, LOOPS OR STONEHENGE AGREEMENT**

Date: May 15th & 16th, 2026

Maryhill Museum of Art
35 Maryhill Museum Drive
Goldendale, WA 98620
(509) 773-3733

("Lessor")

Renee Damm, Casey Jones, & Michael Shaw
Oregon Trail Rally
PO Box 3511
Tualatin, OR 97062

("Lessee")

Lessor leases to Lessee and Lessee leases from Lessor the historic Maryhill Loops Road (the "Property") located on the Lessor's property in Klickitat County, Washington, on the terms and conditions stated below:

1. Facilities Rented. Lessee intends to rent from Lessor the Property for the purpose of a Rally race with automobiles. Lessee acknowledges that there is no potable water, restrooms, or electricity available at the Property, and if it intends to utilize the Property for purposes other than stated above it must receive prior consent from Lessor.

2. Term and Possession. Lessee will rent the Property for May 15th and 16th, 2026, commencing at 7:00 AM on the date listed and concluding at 11:59 PM on the last day of the lease term. Absent Lessor's consent, Lessee may only conduct activities consistent with its above-stated purposes during daylight hours. All personal property belonging to Lessee, or its agents or invitees shall be removed from the Property at the conclusion of the lease term and the Property shall be returned to Lessor in the same condition as delivered to Lessee, with all gates closed and locked. Lessee will be permitted access to the location for set up and staging of anti-cut cones and other infrastructure prior to the rental term noted above. The time and date of this set up will be coordinated and communicated with the Lessor.

3. Rent Payment. As consideration for this lease, Lessee shall pay to Lessor the sum of \$1,575.00 per day for a total of \$3,150.00. This payment entitles Lessee to utilize the Property for the purposes described herein, according to the applicable signed agreement and the Museum policies and procedures, as well as the terms and conditions of this Agreement. Per the term and possession above, lessee shall not pay any rental fee for set-up access coordinated with the Lessor.

4. Compliance with Laws and Regulations. In utilizing the Property, Lessee agrees that it will abide by all federal, state, and local regulations applicable to the Property and Lessee's activities, including any applicable planning ordinances, traffic control and safety regulations, and state and federal environmental regulations. Lessee also agrees to abide by Lessor's applicable policies and procedures including, without limitation, Lessor's prohibition against smoking and open fires at all times on the Property, and if required, that Lessee post security personnel at the gate leading to the Property at all

times during the term of this Agreement. In addition, Lessor may from time to time prepare general regulations regarding the use of the Property, which, if so prepared, shall be deemed incorporated herein by this reference. In particular, Lessor maintains the right at all times to remove from the Property any and all persons that Lessor reasonably believes are not abiding by the terms of this Agreement and/or Lessor's policies and procedures. In the event this occurs, Lessee agrees to indemnify and hold Lessor harmless from any claims or damages suffered by any party as a result of being ejected from the Property.

5. Alterations. Lessee shall make no improvements or alterations of any kind to the Property without first obtaining Lessor's written consent. In the event alterations are allowed, all such alterations shall be made in a good and workmanlike manner in compliance with applicable laws and requirements.

6. Insurance. Before going into possession of the Property, Lessee shall procure, and thereafter during the term of this Agreement shall continue to carry, comprehensive general liability, participant legal liability, and contractual liability insurance in a responsible company with limits of not less than \$1,000,000.00 for injury to one person, \$3,000,000.00 for injury to two or more persons in one occurrence, and \$1,000,000.00 for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Lessee's activities on or any condition of the Property whether or not related to an occurrence caused or contributed to by Lessor's negligence. Such insurance shall name Lessor as an additional insured. Certificates evidencing such insurance shall be furnished to Lessor before Lessee's commencement of possession under this Agreement. Lessee shall further indemnify and defend Lessor from, and reimburse Lessor for, any cost, claim, loss, or liability suffered directly or from a third-party claim arising out of or related to any activity of Lessee on the Property or any condition of the Property in possession or under the control of Lessee. Lessor shall have no liability to Lessee for any injury, loss, or damage caused by third parties, or by any condition of the Property.

7. Assignment. No part of the Property may be assigned, nor may any right of the use of any portion of the Property be conferred to a third person by any other means without the prior written consent of the Lessor. Lessor may withhold or condition such consent at its sole and arbitrary discretion.

8. Termination. In the event of a default of any of the terms and conditions of this Agreement it may immediately be terminated at the option of the Lessor. Whether or not the Agreement is terminated by the election of Lessor or otherwise, Lessor shall be entitled to recover damages from Lessee for the default, as well as pursue any other remedies available at law or equity. In addition, Lessor reserves the right to terminate the Agreement, if, in its sole judgment, Lessor's Museum or the Property are in any way threatened or damaged as a result of activities by Lessee or its agents, employees, and/or invitees. In the event of such termination, Lessor shall have no liability for any damages resulting therefrom.

9. Cancellation Policy in General. There shall be no full or partial refund of reservation deposits or payments. The clean-up deposit shall become non-refundable if the facilities are not used as agreed, if the facilities require Lessor to perform clean-up, and/or Lessee, its vendors, its guests, employees or other agents cause damage to the facilities.

10. Reschedule Policy Procedure. Upon Lessee's request that a private event be rescheduled, the Lessor will assess the request and attempt to provide alternative dates. Due to the high demand and limited number of rental dates available each year, final approval for an alternate date shall be at the sole discretion of the Lessor. If Lessee makes a rescheduling request within thirty (30) days or less of the scheduled rental date, then, upon rescheduling, an administrative fee equal to 10% of the total facilities Rental Fee shall be due and payable. Only one request for rescheduling will be considered.

11. Deposit. To secure Lessee's compliance with all terms and conditions herein, Lessee shall remit, upon contract signing, a deposit of one-half of the total rental fee. The remainder of the total rental fee shall be due no later than the day of the event. Lessee shall also remit at contract signing a \$500.00 **refundable** clean-up deposit prior to commencement of the rental term. The deposit shall be refundable to Lessee, less any appropriate deductions, within thirty (30) days after expiration of the rental term. Lessee is not entitled to any interest on these funds. Lessor shall have the right to offset against the deposit any sums owing from Lessee to Lessor and not paid when due, any damages caused by Lessee's default, the cost of curing any default caused by Lessee, and the cost of performing any repair and/or cleanup that is Lessee's responsibility under this Agreement. Offset against the deposit shall not be Lessor's exclusive remedy in any of these cases, but may be invoked by Lessor, at its option, in addition to any other remedy provided by law or this Agreement for Lessee's nonperformance.

12. Credit. If applicable, Lessee agrees that it will list "Maryhill Museum's Loops Road" in any credits in any advertisement, production, or graphic depiction of any kind derived from Lessee's activities under this lease.

13. Prohibited Activities. Lessee's activities must at all times be consistent with the educational, archaeological, historical, and/or agricultural purposes of the Property. In particular, and without securing the Lessor's prior written consent, Lessee's activities shall not conflict with the general public's use or experience of the Property and Lessee may charge an admission fee for visitors to the Property during the term of this Agreement. Lessee further agrees that it will not disturb any geological or agricultural resources on the Property during the term of this Agreement and it will enforce for all of its employees, agents, guests, and invitees the Lessor's prohibition against the discharge of ammunition or harassment of wildlife on the Property. Lessee may not allow aircraft to land on the Property during the term of this Agreement without securing the Lessor's prior consent for such landing and approval of acceptable landing sites.

14. Miscellaneous Provisions.

a. Attorney Fees. If any suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may judge reasonable as attorney fees at trial, on petition for review, and on appeal.

b. Succession. Subject to the limitations on transfer of Lessee's interest contained herein, this Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

c. Inspection. Lessor shall have the right to enter onto the Property at any time to determine Lessee's compliance with this Agreement.

d. Time of Essence. Time is of the essence of the performance of each of the Lessee's obligations under this Agreement.

e. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral or written understandings, statements, representations or promises with respect to its subject matter. This Agreement may only be modified in a writing signed by the parties.

f. Applicable Law. This Agreement shall be governed by the laws of the state of

Washington and any question arising hereunder shall be construed and determined according to such laws. The parties' consent to the exclusive jurisdiction of and venue in the state and federal courts of Klickitat County, Washington.

g. Notices. Any notice required or permitted under this Agreement shall be given when actually delivered or forty-eight (48) hours after deposit in the United States mail addressed to the parties below, or to such other address as may be specified from time to time by either of the parties in writing at the addresses on page 1.

h. No Partnership. The parties expressly agree that this agreement shall not be construed as one creating a partnership or other kind of joint undertaking or venture between the parties.

Lessor:

**Maryhill Museum of Art
35 Maryhill Museum Drive
Goldendale Washington 98620**

By: *Amy Behrens*
Amy Behrens (Feb 17, 2026 15:53:59 PST)

Date: 02/17/26

**Amy Behrens
Executive Director & CEO**

Lessee:

**Oregon Trail Rally
PO Box 3511
Tualatin, OR 97062**

By: *Renee Damm*
Renee Damm (Feb 18, 2026 08:20:19 PST)

Print Name: Renee Damm

Date: 02/18/26

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____