## COUNTRY RIDGE COTTAGE LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into on \_\_\_\_\_\_ by Value Farms LLC dba Country Ridge Cottage, a Texas limited liability company, as well as its respective owners, directors, shareholders, partners, affiliates, and subsidiaries (collectively referred to herein as "Country Ridge Cottage"), and \_\_\_\_\_\_ ("Patron") (Country Ridge Cottage and Patron are collectively referred to in this Agreement as "Parties").

## **EVENTS**

WHEREAS, Country Ridge Cottage owns, operates, and maintains an event center ("Event Center"). Patron desires to pay a fee to Country Ridge Cottage for the limited use of the Event Center under the terms, restrictions, rules, and regulations set forth by Country Ridge Cottage ("Event").

WHEREAS, Country Ridge Cottage is willing to grant permission to Patron to have limited access to, and use of, the Event Center ("License") for the express, singular purpose of conducting the Event, and only to be used in manners reflecting Country Ridge Cottage's best interest (as subject to Country Ridge Cottage's sole and unfettered discretion).

WHEREFORE, for the consideration of the License Price, the terms and conditions set forth in this Agreement, as well as other good and valuable consideration, the receipt and sufficiency of which the Parties expressly acknowledge, stipulate and agree, the Parties agree as follows:

## **TERMS & CONDITIONS**

1. Grant of License. Country Ridge Cottage grants to Patron a nontransferable, nonexclusive right to use the common areas of the Event Center, subject to the terms and conditions set forth in this Agreement, for the sole purpose (i) conducting the Event at the Event Center; as well as (ii) any and all other purpose expressly authorized in writing by Country Ridge Cottage (collectively, the "Purpose"). The Purpose of this Grant of License shall include all terms and conditions set forth in this Agreement as well as any and all limits, restrictions, rules, and regulations as Country Ridge Cottage may adopt (in its sole, unfettered discretion), along with any and all limits or restrictions (not rights) imposed by applicable local, state, or federal law. Patron shall be liable to Country Ridge Cottage for any and all damages (including, without limitation, Country Ridge Cottage's lost business revenue, lost business opportunity, damage to property, diminution of property value, and attorneys' fees) caused or occasioned by Patron's causing or allowing anything to occur on or about the Event Center that falls outside the Purpose of this Grant of License.

2. Conduct of Event. Patron agrees to conduct the Event in an appropriate manner and in full compliance with applicable laws, codes, rules and regulations applying to all government or quasi-governmental entities having such jurisdiction and rules and regulations and by Country Ridge Cottage. Patron assumes full responsibility for the conduct of all persons in attendance at the Event and for any and all damages done to any part of Country Ridge Cottage's premises during any time the premises are under control of the Patron, Patron's guests, agents, invitees, employees, family, vendors, or independent contractors. If at any time during the Event, Patron or Patron's guests become, violent,

destructive, abusive, or are exhibiting any behavior viewed as unacceptable, in Country Ridge Cottage's sole discretion, Country Ridge Cottage has the right to terminate the Event at any time.

3. Event Date. The date and time for the Event shall be \_\_\_\_\_\_ from \_\_\_\_\_ until

4. License Price. The license price that Patron will pay Country Ridge Cottage for the license of the Event Center shall be \$\_\_\_\_\_ dollars per hour.

5. Reservation Deposit. Reservations are accepted on a first come, first served basis. Reservation will be confirmed upon receipt of 50% of the license price, which shall be a NON-REFUNDABLE deposit, at which time a written confirmation will be sent to the Patron. This reservation deposit will be applied to the License Price.

6. Damage Deposit. Patron shall provide a \$\_\_\_\_\_\_ REFUNDABLE damage deposit, upon execution of this License Agreement. Country Ridge Cottage will use this damage deposit for any unpaid fees and expenses including but not limited to clean up or damage to the event center. Patron agrees that in no way does the damage deposit limit the amount of damage Country Ridge Cottage may seek from Patron for unpaid fees or damages. Country Ridge Cottage shall refund any excess portion of the damage deposit. This deposit and the remaining balance on the rental will be due 48 hours before the event.

7. Cleaning. Patron agrees to return the Event Center in the same condition Patron received it. Country Ridge Cottage will pick up all tables and chairs, clean restrooms, and mop floors. Patron expressly agrees to place all trash in proper receptacles, return the Event Center in a "broom cleaned" condition, and take the trash to the dumpster. Patron agrees that if any large items are left, or excessive trash (not in the proper receptacle) in the building or grounds, the patron will be charged \$250.00 an hour to clean the premises which will be retained from the security deposit.

8. Display and Decorations. Patron may provide or rent their own displays, signs, exhibits and decorations so long as they are freestanding and conform to all building, fire and all other applicable laws, codes, rules and regulations and providing they have been approved by Country Ridge Cottage prior to the Event. Patron must promptly remove, upon the conclusion of the Event, all such displays, exhibits and decorations. Country Ridge Cottage shall not be held liable for Patron's property. Overnight storage is not permitted.

9. Force Majeure. If for any reason beyond its control including, but not limited to, strikes, labor disputes, accidents, government requisitions, acts of war, acts of God, epidemic, pandemic,

governmental restrictions, or other similar events that would make the event impractical or impossible, the Parties agree that Client's sole remedy is to transfer the event date subject to Country Ridge Cottage's availability. The new Event date must be selected with 90 days of this provision being triggered and must be executed in writing and signed by both parties.

10. Maximum Capacity. The Event Center accommodates up to 49 guests for sit down dinners inside the cottage. Patron expressly agrees not to exceed the maximum capacity of the Event Center. Should the maximum capacity be exceeding Country Ridge Cottage reserves the right to immediately end the Event. Patron is not entitled to any refund of the License Price or Damage Deposit, should the Event be ended due the maximum capacity being exceed.

11. Table and Chairs Rentals. Country Ridge Cottage shall provide necessary tables and chairs for 49 guests. Any requirements over that number will need to be rented at Patron's expense. Patron may be permitted to bring in tables and chairs of their own choosing. However, Country Ridge Cottage has the right to refuse the use of decorations, tables and chairs that are of weights and dimensions that are likely to place undue damage and stress on Event Center flooring, would not require Country Ridge Cottage to make special arrangements (such as taking doors off hinges), or would not pose any "tight fit" issues in connection with their delivery or removal. All outside table and chair rentals must be removed immediately following the conclusion of the Event. Overnight storage is not permitted.

12. Use of Photograph. Patron agrees to allow Country Ridge Cottage the right to utilize photos from the Event to be used on Country Ridge Cottage's website, social media pages or other marketing materials for commercial purposes. Should Patron post photos of the Event on social media they agree to tag County Ridge Cottage in the social media post.

13. Prohibited Items. Patron agrees and acknowledges the following items are prohibited at the event Candles and fire, Firearms, Bird Seed, Rice, food prepared with pungent spices, glitter, confetti, Fish with strong odors, and Fresh Flower Petals on the floor. Patron agrees that all guests of Patron shall not bring in any prohibited items.

14. Event Insurance. At all times during the Event Patron shall maintain a minimum of \$1,000,000.00 in liability insurance and shall provide Country Ridge Cottage proof of insurance prior to the event. Additionally, Patron shall name Country Ridge Cottage LLC as an additional insured under such event policy.

15. Nature. Do not disturb plants, rocks, trees or other natural gifts. Please do not nail anything to trees or hang any ropes, swings or hammocks from tree limbs. Please do not walk or step in flower beds. At all times, Patron is to remain on the property and not cross the east boundary of the property.

16. Parking. All vehicles associated in any way with the event or wedding must be parked within the parking area inside of the white fence. No vehicles shall be parked on the street. Overflow parking is allowed in designated areas only.

17. Indemnification. To the fullest extent permitted by law, Patron, hereby agrees to protect, indemnify, defend and hold Country Ridge Cottage harmless from and against all demands, disputes, claims, losses or damages to persons (including bodily injury or death), property, government charges or fines and costs, including but not limited to reasonable attorneys fees, arising out of or related to the following: (i) Patron's conduct of the Event (including Patron's conducting any rehearsal(s), preparing the Event Center for the Event, or cleanup activity after the Event); (ii) any conduct of Patron or Patron's guests, at, on, or about the Event Center, including the property surrounding the Event Center (which shall include, without limitation the costs to repair or restore any damage to fixtures, landscaping, horticulture, or viniculture); (iii) the work of any contractor employed by Patron to prepare, clean, or provide any labor, services, or materials in connection with the event (which shall include, without limitation the costs to repair or use of the Event (which shall include, or viniculture); along with (iv) the maintenance, occupancy or use of the Event Center, or any guest, invitee, agent or employer, or any independent contractor hired by Patron.

IN WITNESS WHEREOF, the parties hereto have read, agreed to, and executed this License Agreement as of the date first written above.

| COUNTRY RIDGE COTTAGE |                | _(Signature) |              |
|-----------------------|----------------|--------------|--------------|
|                       |                |              |              |
| (Signature) By:       | Title:         |              |              |
| Patron                |                |              |              |
|                       | _( Signature)  |              | ( Signature) |
|                       | _ (Print Name) |              | (Print Name) |
| Phone:                | Phone:         |              |              |
| Email:                | Email:         |              | _            |