



LICENSE AGREEMENT

This license agreement (this "Agreement"), dated as of _____, 20____ (the "Effective Date"), is entered into by and between Eighteen – Eighteen Venue, LLC, a Texas limited liability company ("Licensor"), having an address of 10293 FM 2549, Bryan, Texas 77808 (Tel: (979) 255- 4911; Email: info@1818venue.com), and _____ ("Licensee"), having an address of _____ (Tel: _____; Email: _____), with reference to the following facts:

RECITALS

A. Licensee, together with Licensee’s employees and guests (collectively, the "Licensee Parties"), desires to use the building located at 1838 Smetana Rd, Bryan, Texas 77807 (the "Building", and together with the parking and surrounding areas that service the Building, "Licensor’s Property") for the purpose of _____ and other activities and uses agreed to between Licensor and Licensee from time to time (collectively, the "Permitted Use"); and

B. Licensor has agreed to permit Licensee to use Licensor’s Property for the Permitted Use, subject to all of the terms and conditions set forth herein.

WITNESSETH

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. **License.** Beginning at _____ (a.m. / p.m. [circle one]) on _____ and ending at _____ (a.m. / p.m. [circle one]) on _____ (with such time period and date herein called the "Event"), Licensee shall have the right to use the Building and Licensor’s Property for the Permitted Use, in accordance with and subject to the terms herein.

2. **Conditions to License.** Notwithstanding any provision to the contrary in this Agreement, the license granted under Section 1 of this Agreement shall be conditioned upon the following:

(a) In connection with the Event, Licensee shall pay to Licensor a total fee in the amount of \$ _____ (the "Event Fee"). Fifty percent (50%) of the Event Fee (such portion herein called the "Deposit") shall be due and payable upon full execution of this Agreement and the remaining portion of the Event Fee shall be due and payable upon the later to occur of (i) full execution of this Agreement, and (ii) 30 days prior to the Event. No reservation for the Event is guaranteed unless and until Licensee pays to Licensor the amounts due Licensor upon full execution of this Agreement pursuant to the terms herein;

(b) In addition to the Event Fee, Licensee shall pay to Licensor a security deposit in the amount of \$200.00 (the "Security Deposit" being due and payable concurrently with the full

execution of this Agreement. Licensee acknowledges that the Security Deposit is to be held by Landlord without interest as security for the performance by Licensee of Licensee's covenants and obligations under this Agreement. Licensee agrees that the Security Deposit may be commingled with Licensor's other funds and is not an advance payment of the Event Fee or a measure of Licensor's damages in case of a breach of this Agreement by Licensee. Upon the occurrence of any breach by Licensee, Licensor may, from time to time, without prejudice to any other remedy provided herein or provided by law, use the Security Deposit to the extent necessary to cure such breach and any other damage, injury, expense or liability caused to Licensor by such breach. If Licensee fully complies with the terms herein or following Licensor's use of a portion of the Security Deposit pursuant to the terms herein, any remaining balance of the Security Deposit shall be returned to Licensee within seven (7) days after the expiration of the Event;

(c) Licensee shall promptly repair any damage resulting from or relating to the use of Licensor's Property by any of the Licensee Parties, and Licensor shall have the right to apply the Security Deposit to any such repairs and/or damage;

(d) Licensee shall fully comply with all laws, ordinances, rules and regulations, including matters of record, in connection with the use of Licensor's Property by any of the Licensee Parties;

(e) Licensee shall promptly discharge of record any liens or encumbrances that are filed or recorded against Licensor's Property or any surrounding property in connection with the use of Licensor's Property by any of the Licensee Parties;

(f) Prior to any entry to Licensor's Property and prior to the Event, Licensee shall obtain and maintain, with an insurance company reasonably satisfactory to Licensor, a policy (or policies) of commercial general public liability insurance, with a broad form contractual liability endorsement covering Licensee's indemnification obligations hereunder to the extent permitted by applicable law, and with the following limits: (1) \$1,000,000 for any one occurrence; (2) \$2,000,000 general aggregate (subject to a per project general aggregate provision); (3) \$2,000,000 Products/Completed Operations aggregate limit; and (4) \$1,000,000 personal injury and advertising injury; certificates of which shall be given to Licensor upon request. Licensor, Landlord and any mortgagee of such parties shall be named as additional insureds on such insurance policy(ies), and Licensee shall obtain from its insurance provider(s) a waiver of subrogation endorsement releasing and discharging Licensor, Landlord and any mortgagee of such parties from all claims, losses, damages and liabilities arising from or caused by any event, casualty or hazard to the extent the same are covered by the insurance maintained by Licensee, and Licensee waives any right of subrogation against Licensor and such other parties that might otherwise exist in or accrue to any person or party on account thereof. Licensee's insurance coverage shall apply on a primary, non-contributory basis;

(g) Licensee may not make any improvements to Licensor's Property, nor may Licensee bring any food, beverages, or other decorations to Licensor's Property without the prior written consent of Licensor, tables and chairs are NOT to be taken outside of the venue;

(h) Under no circumstances shall Licensee puncture the wood walls or cause any damage to the structure, floors, roof or any surfaces of the Building. Licensor recommends the use of craft wire, 3M hooks or Velcro to prevent any damage.

(i) Smoking is prohibited in the Building at all times;

(j) Licensee (1) accepts Licensor's Property "AS IS" and with "ALL FAULTS", (2) acknowledges, agrees and understands that no representations, warranties, or promises, either express

or implied, is made or has been made by Licensor regarding the condition of Licensor's Property, (3) expressly assumes all risks associated with the use of Licensor's Property by Licensee and the Licensee Parties and, (4) Licensee, on behalf of itself and the Licensee Parties hereby releases Licensor from any claims, losses, damages or liabilities with respect to such matters;

(k) The serving of intoxicating liquors, beer, spiked punches or liqueurs is forbidden, unless Licensee (1) obtains Licensor's prior written consent and (2) complies with all applicable federal laws, rules, and regulations of the State of Texas including, but not limited to, rules and regulations of the Texas Alcohol Beverage Commission. If alcoholic beverages are to be served, Licensee must hire a TABC certified bartender and security personnel. All security personnel shall be state-certified police officers. Off duty Brazos County sheriff's officers can be hired by dialing 979-361-4148 or 979-209-5300 for the Bryan police department;

(l) Under no circumstances may any controlled substances, firearms, open flames, pets, or other animals be brought onto Licensor's Property;

(m) Following the Event, Licensee shall (1) place all garbage and other refuse in plastic bags and in the garbage cans located on Licensor's Property, (2) leave all tables and chairs where they were when Licensee entered Licensor's Property, (3) remove all personal decorations, food, beverage and other items brought onto Licensor's Property by the Licensee Parties;

(n) Licensee must designate one person as the contact who will have final responsibility for decisions, and Licensee must provide to Licensor the name and contact information of such person when signing this Agreement;

(o) Licensee acknowledges that capacity and accommodation limitations for the Event is 100 people unless Licensee obtains the prior written consent of Licensor for more people to attend the Event, with such consent to be withheld or granted in Licensor's sole discretion; and

(p) Air conditioning or heat, plus all lights or any equipment requiring electricity that is used in the Building must be turned off at the completion of the Event and all doors locked by Licensee. Keys must be placed in the appropriate place as designated by Licensor on the same date as and at the completion of the Event. A \$125 replacement fee will be charged by Licensor for lost keys.

3. Indemnification. To the extent permitted by law, Licensee agrees to defend, indemnify and hold harmless Licensor, and its respective landlord, officers, trustees, employees, managers, members and agents (together with any mortgagees that have a security interest in the Licensor's Property), from and against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including, without limitation, reasonable legal fees) incurred or suffered by such parties in connection with, arising from, due to or as a result of the death of any person or any accident, injury, loss or damage to any person or property (whether real or personal) on Licensor's Property that occurs due to the use of Licensor's Property by Licensee and the Licensee Parties; provided, however, the foregoing indemnity shall not extend to any of the foregoing that is caused by the gross negligence or willful misconduct of Licensor, or any other party covered by the foregoing indemnity.

4. Assignability. This Agreement may not be assigned by Licensee without the prior written consent of Licensor, such consent to be withheld in Licensor's sole discretion.

5. Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, then the successful or prevailing party shall be entitled to

recover such reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled, as may be awarded by the court or arbitrator.

6. Reservation Confirmation and Cancellation Policy. Additional terms relating to Licensor's cancellation policy are set forth on **Exhibit A** attached hereto and are incorporated herein by this reference.

7. Representations of Signatories. The signatory(ies) executing this Agreement on behalf of Licensee and Licensor represent that, as of the Effective Date, (a) this Agreement is legally binding on such party in accordance with its terms, and (b) such person has the authority to sign this Agreement on behalf of such party in the capacity set forth on the signature page hereto.

8. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

9. Severability. The invalidity or enforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

10. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given: (a) upon receipt, if delivered personally or nationally recognized overnight courier, such as federal express or UPS, or (b) on the third (3rd) business day following mailing, if mailed first-class, postage prepaid, registered or certified mail, addressed to the address of the party set forth in the opening paragraph herein.

11. Security Deposit. If Licensee fully complies with the terms herein or following Licensor's use of a portion of the Security Deposit pursuant to the terms herein, any remaining balance of the Security Deposit shall be returned to Licensee within seven (7) days after the expiration of the Event; provided, however, if Licensor returns the required portion of the Security Deposit by check, Licensee hereby agrees to deposit said check within thirty (30) days of the issuance of the same. If, however, Licensee fails to deposit such check and the returned portion of the Security Deposit has not cleared Licensor's bank account within forty-five (45) days of the Event (and provided Licensor has returned the Security Deposit, or any portion thereof, in a timely manner as required by this Agreement), then, to the maximum extent permitted by applicable law, Licensee agrees that the Security Deposit shall thereafter be waived and fully earned by Licensor as part of the Event Fee.

12. Miscellaneous. Time is of the essence of this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. Neither this Agreement nor a short form memorandum or assignment hereof shall be filed or recorded in any public office and any attorneys' fees or other costs incurred in clearing such cloud on title to Licensor's Property shall be Licensee's responsibility.

Licensee and Licensor have executed this Agreement to be effective as of the Effective Date.

LICENSEE:

Print Name _____

Signature: _____

Title: _____

LICENSOR:

EIGHTEEN-EIGHTEEN VENUE, LLC,
a Texas limited liability company

By: _____
Jason Siegert, Manager

By: _____
Charissa Siegert, Manager

Total fees due at signing:

Portion of Event Fee: \$ _____

Security Deposit: \$200.00

Total: \$ _____

Remaining Event Fee: \$ _____ (Due 30 days Prior to Rental)

EXHIBIT A

Rules and Regulations

Cancellation Policy

- 50% of the rental fee and \$200 security deposit are required to reserve a date, and if the reservation is cancelled for any reason, this amount is non-refundable.
- Licensee must notify Licensor, in writing, if it becomes necessary to cancel the Event due to an emergency. If the Event must be postponed due to an emergency, then the Event may be rescheduled, without penalty, based upon the availability of Licensor's Property, such availability to be at the sole discretion of Licensor, and, subject to the next bullet point, any Security Deposit, Deposit and/or Event Fee delivered to Licensor will be transferred to such new booking and used within 1 year.
- For the avoidance of doubt, for any rescheduled Event other than a postponement due to an emergency, if any amount of the Deposit is to be paid to Licensor due to the timeliness (or lack thereof) of the postponement, then Licensee shall be required to pay to Licensor the remaining balance of the Event Fee (i.e., the difference between the amount of the Event Fee and the forfeited amount of the Deposit already earned by Licensor pursuant to the terms herein) prior to the rescheduled Event.
- Under no circumstances will Licensor be liable for any costs incurred by Licensee as a result of such cancellation.
- The Bryan Police Department has the authority to close down the Event at any time if determined it is in the best interest of public safety and necessity or for any violation of this Agreement.