

TORTUGA FLATS EVENT AGREEMENT & WAIVERS

State of Texas

This Event Agreement, hereinafter referred to as "Agreement," is entered into and made effective as _____ by and between the following parties:

ARCO Holdings Group LLC, a limited liability company, organized under the laws of the state of Texas, having its principal place of business at the following address:

*4601 King Street
Greenville, TX 75402*

And

_____, an individual under the laws of the state of Texas, having their principal place of residence as the following address:

Hereinafter, "Renter" will refer to and be used to describe the following party: _____. "Host" will refer to and be used to describe the following party: ARCO Holdings Group LLC. Renter and Host may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Renter wishes to temporarily rent a venue owned by Host for a specific event (hereinafter "Venue")

WHEREAS, Host wishes to permit Renter to rent such Venue;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

ARTICLE 1 – GENERAL TERMS:

The name of Venue being rented under the terms of this Agreement is Tortuga Flats. The address of the Venue is as follows:

*9681 Shawnee Shores
Quinlan, TX 75474*

The rental of the Venue, as well as any and all services provided at Venue and any additional facilities located within or appurtenant to Venue (all of which will continue to be collectively referred to as "Venue"), is subject to the terms of this Agreement, all parts and subparts of which are specifically incorporated by reference here.

Host agrees to provide Renter the use of the Venue for an event beginning on _____ (time and date) (the "Commencement Date") and ending on _____ (time and date) (the

"Termination Date"). The period from the Commencement Date through the Termination Date shall be the "Rental Period."

The name of the event being held at the Venue is as follows: _____ (the "Event").

The number of guests expected at the Event are as follows: _____.

ARTICLE 2 – VENUE ACCESS:

Host agrees to make Venue available to Renter during the Rental Period subject to the terms and conditions of this Agreement. Renter agrees to use the Venue for no purpose other than the Event.

Renter will have access to the Venue on the Commencement Date. Renter shall return access, including any keys or other materials, and vacate the Venue at the termination of the Event on the expiration of the Rental Period not later than: _____.

A representative or team of representatives of the Host will be available during the Event. The representative or team will be offsite and can answer any questions or concerns that you may have by calling 903-453-7061.

Host reserves the right to access Venue during the Rental Period for purposes of, but not limited to, repair, inspection, maintenance, etc. of the Venue.

ARTICLE 3 – FEES:

The total fees for the Venue rental will be ("Fees"): \$ _____ (_____).

A security deposit of the following amount is required: \$ _____ (_____). The security deposit that shall be refunded after the end of this Agreement, if necessary, of any deductions such as:

1. Damage to the Venue or neighboring properties;
2. The failure of Renter and/or its guests to clean up and/or repair the Venue after the conclusion of the Event to the condition of the Venue delivered to Renter as of the Commencement Date;
3. Exceeding the _____-person maximum occupancy without prior Host consent;
4. Any other violations of this Agreement.

The security deposit and Venue Fees are due upon execution of this Agreement by the Parties.

Payments of all fees, deposits and all other sums due and owing to Host under this Agreement shall be payable and delivered to:

ARCO Holdings Group
P.O. Box 8601
Greenville, TX 75404

Payments can be made by check or can be made electronically by other means available by the Host at the time of execution.

Additional charges for other services provided by Host to Renter during the Rental Period are also due and payable by Renter at execution of this Agreement as listed below:

- 1) _____
- 2) _____

ARTICLE 4 – RESPONSIBILITIES OF RENTER:

Renter will be responsible for all costs and expenses incurred in connection with the Event taking place at the Venue. Such costs and expenses include, but are not limited to food and service expenses if any.

All caterers or catering organizations and other third party service providers that Renter shall utilize during the Event must be approved in writing, in advance, by Host prior to the Commencement Date.

Renter agrees to always abide by all Event Rental Rules while at the Venue, to cause all attendees of Event to abide by all Event Rules and be responsible for all guests of Event. Failure to comply with any of the Event Rules without express written consent from Host may result in partial or complete forfeiture of all payments made by Renter under this Agreement.

- a. Renter agrees to safeguard the Venue against all damage from any attendee that attends the Event. Renter will ensure that there is no damage to the buildings, equipment, furniture, trees, grass, or other foliage as a result of the Event taking place at the Venue. Renter agrees that the Renter and any of its guests that cause any damages to the Venue during the Event shall be jointly and severally liable for any and all damage that occurs to any personal or real property and improvements located at the Venue, or for any personal injury to any person that attends the Event at the Venue during the Rental Period.
- b. Host must be advised of the name and contact information of any event planner, caterer, vendor, or equipment rental company who will be servicing the Event at least 30 days prior to the Event. All additional sellers of goods, event planners, caterer, vendor, or equipment rental company who will be servicing the Event must sign a separate agreement with Host and provide Host with a certificate of insurance listing Host as an additional insured party in accordance with the requirements of Article 8 of this Agreement, as applicable, prior to the Commencement Date.
- c. Host must be advised of and approve all proposed logistical plans for use of the Venue at least 20 days prior to the Event.
- d. Host must approve any pets at the Event. Should any pets be at the Event without the consent of Host, Renter shall be solely responsible for all liability, damages, costs and expenses caused by any such pet to anyone that attends the Event or anyone in the neighborhood adjoining the Venue, including but not limited to harassment, harm, or nuisance of or to animals, humans, or property.
- e. All furnishings within the home at the Venue shall not be taken outside of the house or removed from its current location upon arrival. Exceptions to this requirement include foldable chairs or tables and serving dishes or glassware (bowls, plates, cups, silverware, etc.) used by Renter and its guests at the Venue during the Rental

- Period, but all of such items shall be returned to the place where they were found in the home in good and clean condition at the expiration of the Rental Period.
- f. Parking is limited at the Venue. Any illegally parked vehicles are the sole responsibility of the vehicle owner. Parking on adjacent neighboring properties is prohibited without the consent of the property Host; it is the sole responsibility of Renter to obtain consent from neighboring property owners to use such property for parking.
 - g. All decorations installed at the Venue by or on behalf of Renter during the Rental Period must be removed from the Venue before Renter checks out and the Rental Period terminates unless special arrangements have been made between Renter and Host.
 - i. Decorations or other materials that damage surfaces are prohibited. Adhesive materials that are prohibited include, but are not limited to, masking tape, duct tape, or electrical tape. Other materials, such as nails, screws, tacks, staples, or other piercing type materials are prohibited. All decorations must be freestanding.
 - ii. Renter shall be solely responsible for any damage caused by decorations to the Venue or other property.
 - h. The Venue may include free internet services. Renter and all attendees of the Event must not use the provided internet service for any illegal purpose.
 - i. Renter shall not use the Venue in any manner that would violate, local, state, or federal laws of regulations.

ARTICLE 5 – EVENT SETUP:

Set-up and tear-down of any of the equipment owned by Host, provided at the Venue, will be done before and after the Event by employees of the Venue.

If candles are used during the Event, they must be kept in a safe container to reduce the risk of fire or fire-related damage.

Any additional items brought by the Renter, such as chairs, tables, stages, decoration, etc., must be approved by the Host at least the following amount of time before the Event: _____

Renter is required, and agrees, to lock all doors and turn off all lights before permanently exiting the Venue at the end of the Rental Period.

Upon completion of the Event, Renter will return all items belonging to the Host in good and clean condition.

Renter is permitted to use videography and photography at the Venue. However, Renter is responsible for obtaining all necessary consents for the parties filmed and photographed during the Event. If Renter duplicates and distributes recordings from the Event, Renter agrees that these recordings shall not be for retail sales nor contain any obscene, illicit, pornographic, illegal, racist, sexual, or defamatory content, or any other content that would encroach upon or violate the rights and freedoms of another person, whether that person was a participant or not of the Event.

ARTICLE 6 – CONDITION OF VENUE:

Renter agrees and acknowledges that the Venue is in good repair, condition and well maintained for the purposes of the Event as of the Commencement Date.

Renter agrees that it shall be liable for any damage to the Venue outside of what is considered “normal wear and tear.” Any aesthetic, electrical, structural, or mechanical damages caused by the Renter, the Renter’s staff, Renter’s guest, Renters affiliates, or invited staff will be the sole responsibility of the Renter to pay, in full, to the Venue. Damages will be assessed by an independent contractor appointed by the Host, and Renter agrees to pay the amount so determined by the contractor to the Host for any repairs or damages within ten (10) days after Renter's receipt of such assessment.

ARTICLE 7 – EVENT GUESTS:

The amount of guests is not to exceed the following maximum: _____ during each day of the Event.

If the number of guests changes from the initial assessment in this Agreement, the Renter must inform the Venue at least the following amount of time before the Event: _____ and pay in advance any additional fees determined by Host and communicated to the Renter as promptly as practical as a result of exceeding maximum occupancy. Should Host learn of Events exceeding the 100-person maximum occupancy, Renter will be subject to forfeiture of all deposits and Fees and may be immediately evicted from Venue.

ARTICLE 8 – SUBSTANCE POLICIES:

The use of any illegal narcotics or unauthorized controlled substances on the premises of the Venue is expressly prohibited by the Venue and applicable law. Failure to ensure that the Venue is kept as a drug-free location during the Event due to the Renter’s negligence or disregard, is subject to legal action by the Host, Venue and applicable local, state, and federal authorities.

At least ten (10) days prior to the Commencement Date, Renter shall provide or cause to be provided to Host, at the sole cost and expense of Renter, a certificate of insurance covering all contractors, vendors, event planners, equipment rental companies, suppliers, caterers and their respective employees, agents and invitees that will be providing any supplies, equipment, products or services at the Venue in connection with the Event (each, a "Contractor"), listing Host and its officers, directors, members, managers and employees as additional insured parties on a commercial insurance policy issued by an insurance company duly licensed in the State of Texas satisfactory to Host with policy limits not less than those limits and providing such coverage established by Host. Renter shall also provide or cause each Contractor to provide the Host with a copy of each respective insurance policy which shall include a clause waiving any right of subrogation against Host and its agents, officers, directors, members, managers and employees. In addition, any Contractor that sells or serves distilled spirits, wine, malt beverages or other alcoholic beverages at the Event (collectively, "Alcoholic Beverages") shall, at such Contractor's sole cost and expense, provide the Host with a certificate of insurance evidencing the maintenance of liquor liability insurance providing, on an occurrence basis, a per occurrence limit of not less than \$1,000,000.00 underwritten by an insurance carrier satisfactory to the Host and certify to the Host that all of such Contractor's employees, agents and contractors that will sell or serve Alcoholic Beverages at the Event are "seller/server certified" by the Texas Alcoholic Beverage Commission ("TABC").

Smoking of tobacco products is allowed only in designated smoking areas at the Venue. Failure to ensure that the Venue is kept smoke free, due to the Renter's negligence or disregard, is subject to an additional cleaning fee of the following: \$ _____ (_____) which shall be determined by the Host after the conclusion of the Rental Period and paid by the Renter within ten (10) days after its receipt of such assessment.

Service of Alcoholic Beverages at the Venue during the Rental Period is limited to caterers who have the proper license for such purposes issued by the "TABC" or person(s) otherwise approved by Host. Renter shall cause its caterer or any third parties that serve any Alcoholic Beverages at the Venue during the Event to provide the Host with a true and correct copy of the license or permit issued by the TABC and any other applicable governmental authority which authorizes the service and sale of Alcoholic Beverages at the Event at least ten (10) days prior to the Commencement Date. The sale and service of Alcoholic Beverages at the Venue during the Rental Period must conform to all city, county, state and federal laws and regulations of the state where the Venue is located. Alcoholic Beverages may not be served to minors. Alcohol consumption by anyone that attends the Event must not be excessive. Host reserves the right to close down alcohol service and/or evict unreasonably inebriated attendees from the Venue. In the event neighboring residents or local law enforcement contacts Host, Host has the authority to shut down the Event and evict any guest and/or attendees from Venue as deemed appropriate.

ARTICLE 9 – SECURITY:

The Host, (will or will not) through Venue employees, will provide security for the Event.

ARTICLE 10 – WAIVER AND RELEASE:

Renter hereby waives any and all rights to any legal claims or actions against Host and releases and discharges Host and Host's heirs, assigns, successors, officers, employees, agents, executors, partners, administrators or any other legal representatives along with anyone claiming through them (hereinafter, collectively, the "Released Parties"), in their individual capacity or in their business capacities, or all claims, causes of actions, liabilities, disputes, demands, damages, agreements, contracts, obligations, promises, debts, and/or accounts of any kind or any nature, whether currently known or unknown, for any damage, loss, or injury of or relating to the rental of the Venue, which Renter has or ever had or may have in the future against Host or any of the Released Parties.

ARTICLE 11 – TERMINATION:

This Agreement may be immediately terminated in the event that there is a breach of any of the terms contained herein. This Agreement will also immediately terminate upon the death of the Renter, the inability of either party to perform the services because of a sudden and medically documented physical or mental disability, the liquidation, dissolution or discontinuance of the operation of the Venue by the Host in any manner, or the filing of any petition by the Host under federal or state bankruptcy or insolvency laws.

Host reserves the right to terminate this Agreement for any other reason and at any time. In the event Host or its agent cancel the Event without cause created by Renter, Renter will be refunded all Fees and deposits in full. If Host cancels the Event with cause as a result of some act taken by Renter

or the Renter fails or refuses to take any act or action which it is required to take under this Agreement, the Renter hereby agrees that it forfeits any right to receive a refund of any Fees or deposits paid to Host. Host also reserves the right to refuse entry to Renter's guests, staff, Contractor or affiliates if with cause suspected of any suspicious or illegal activity. Host may also terminate this Agreement if the Renter, any of Renter's guests, Contractors or invitees or any of Renter's affiliates violates any of the terms of this Agreement in any way.

Should Renter expect inclement weather that may or actually does effect the Event, Renter shall notify Host or his agent immediately. No refunds will be given to Renter for inclement weather within 30 days of the Event Commencement Date.

Renter may terminate this Agreement as noted above and as follows:

- a) If the Host commits an act of fraud;*
- b) If Renter wishes to cancel the reservation, notice of cancellation must be in writing and received by Host no later than 30 days prior to the Commencement Date. All sums will be refunded to Renter if notice of cancellation is received by the Host no later than 30 days prior to the Commencement Date. If notice of cancellation is received less than 30 days prior to the Commencement Date, Renter will forfeit 100% of sums paid unless Host is able to re-rent the Venue to another party with identical rates and terms. Please note: the cancellation policy displayed on the reservation system for the Venue may not reflect the policy outlined above. The cancellation policy described in this Agreement shall override and supersede any other cancellation policy listed on the Venue's reservation system.*

ARTICLE 12 – NOTICES:

All notices, requests, consents, claims, demands, waivers and other communications made hereunder (each termed a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement. All Notices may be delivered by email or at the address which the Parties may designate to each other, through personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.

Current email addresses for the parties are as follows:

Host Email: _____

Renter Email: _____

ARTICLE 13 – ASSUMPTION OF RISK AND INDEMNIFICATION:

Renter agrees to defend and indemnify Host and any of its members, managers, employees, agents and affiliates and hold them harmless against any and all losses, claims, demands, liabilities, costs, obligations, judgments, settlements, fines, damages and expenses including reasonable attorney's fees, which may arise from or relate to Renter, Renter's affiliates, guests, Contractors or employees, use

or misuse of the Venue and any services used or provided by and on behalf of Renter by its Contractors therein, Renters breach of this Agreement, or the conduct or actions of any of Renter's affiliates, guests, Contractors and employees. Renter agrees that Host shall be able to select its own legal counsel and may participate in its own defense of any claim for indemnification that Host asserts under this Agreement if so desired at the sole cost and expense of Renter.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, RENTER HEREBY ASSUMES AND AGREES TO BE RESPONSIBLE FOR ANY AND ALL CLAIMS, COSTS, EXPENSES AND LIABILITIES FOR: (i) personal injury or death of any individual that attends the Event and any other tortious injury that occurs at the Venue during the Event; and (ii) losses to either property or persons which are incurred or sustained by anyone that attends the Event THAT ARE RELATED TO OR ARISE OUT OF THE EVENT, THE ACTIVITIES OF THE RENTER, ITS GUESTS, INVITEES, CONTRACTORS OR VENDORS AT THE EVENT OR IN THE VICINITY OF THE VENUE OR WHICH RESULT FROM OR ARISE OUT OF THE ACTIONS OR FAILURE TO ACT BY RENTER, ITS GUESTS, INVITEES, CONTRACTORS OR VENDORS WHEN OBLIGATED TO SO ACT UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT, REGARDLESS OF HOW SUCH CLAIMS, COSTS, EXPENSES AND/OR LIABILITIES WERE CAUSED OR CREATED, INCLUDING, WITHOUT LIMITATION, CLAIMS, LIABILITIES, DAMAGES, COSTS AND/OR EXPENSES CAUSED IN WHOLE OR IN PART BY RENTER, ITS GUESTS, INVITEES, CONTRACTORS OR VENDORS (INCLUDING ACTIVE, PASSIVE, JOINT OR CONCURRENT NEGLIGENCE) BY HOST.

ARTICLE 14 – ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding between Host and Renter with respect to any and all use of the Venue. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of the activities or facilities. No modification or amendment to this Agreement or consent to the waiver of any of the terms hereof shall be binding unless made in writing and signed by the party against whom such modification, amendment or waiver is asserted. In the event that any provision of this Agreement is deemed invalid, illegal or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions shall continue in full force and effect as valid and enforceable. This Agreement is legal and binding between Parties. Parties each represent that they have the authority to enter into this Agreement without the consent of any third party.

ARTICLE 15 – GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the internal laws of Texas without giving effect to any choice or conflict of law provision or rule of any other jurisdiction. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county for any legal suit, action, or proceeding arising out of or based upon this Agreement: Hunt County, Texas. If any legal action is commenced or maintained in court, whether in law or in equity, by any Party to this Agreement as to the interpretation, enforcement, construction or the determination of the rights and duties of the Parties to this document or any document provided herein, the prevailing party in any such action shall be awarded its reasonable attorneys' fees together with all reasonable costs and expenses incurred in such action.

ARTICLE 16 – DISCLAIMER OF WARRANTIES

THE HOST MAKES NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, UNDER COMMON LAW, BY STATUTE OR OTHERWISE WITH RESPECT TO (1) THE EXISTENCE OR ABSENCE OF ANY DEFECTS IN OR ON THE VENUE OR ANY PARTS THEREOF, WHETHER LATENT OR PATENT; AND (2) THE SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE VENUE OR ANY PARTS THEREOF FOR THE EVENT.

ARTICLE 17 – MISCELLANEOUS

This Agreement may be executed in multiple counterparts, all of which will, when taken together, constitute one original version of the Agreement. If any term or other provision of this Agreement is deemed invalid, illegal or unenforceable by a court of competent jurisdiction, then all other provisions contained in this Agreement shall remain in full force and effect. If a court of competent jurisdiction determines that any provision is invalid, illegal or unenforceable, then the Parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the Parties as closely as possible so that the transactions contemplated by this Agreement are fulfilled to the maximum extent practicable. The Parties agree that time is of the essence with regard to the performance of the obligations of each Party under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, upon termination or expiration of the Rental Period, all of the obligations of Renter and Host to perform any of their respective obligations after the Rental Period shall survive and continue in full force and effect until fully performed in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

Renter Name

Renter Representative Name

Renter Representative Signature

Host Name

Host Representative Name

Host Representative Signature