

Stronghold Ranch

License Agreement for Use of Lodge

Insurance

Proof of insurance is required thirty days before the commencement of the event. Licensee shall provide Stronghold Ranch, sometimes referred to as licensor, with a certificate of insurance evidencing the required coverage, and an additional insured endorsement signed by the insurer. The licensee shall purchase and maintain insurance, in force, for the period the licensee will occupy the premises; including, the time spent installing and removing decorations:

1. Commercial General Liability coverage with a combined single limit of not less than \$1,000,000 per occurrence; /\$1,000,000 general policy aggregate.
2. Liquor law liability coverage or host liquor liability with a limit of not less than \$1,000,000 per occurrence. This is required if alcohol is served or sold to guests.
3. Contractors or vendors hired by the licensee will comply with the same coverage/limits and regulations as required by the licensee.
4. Commercial General Liability and liquor or Host Liquor Liability policies will include an endorsement naming Plug-It Products (Gerard Warmerdam), DBA Stronghold Ranch (12347 Fern Road Whitmore, CA 96096), as an additional insured. This additional insured requirement applies to any contractors or vendors hired by the licensee.
5. All insurance purchased by the licensee will be primary and shall not contribute with or be in excess of any insurance or self insurance maintained by Plug-It Products, DBA Stronghold Ranch.

Indemnification /Hold Harmless

Licensee will protect, defend, indemnify, and hold Stronghold Ranch harmless from any and all claims, losses, actions, suits, liabilities, judgments, costs, and expenses (including attorney's fees) arising from licensees use of the premises; including, the serving or sale of alcohol.

Stronghold Ranch is not responsible for changes in the physical condition of the property or facilities differing from the time of contract signing and other conditions beyond our control. Any damages awarded would not be greater than the sum of the deposit made to Plug-It Products, DBA Stronghold Ranch, on the behalf of the signing party.

The following terms and conditions set forth the agreement (the "Agreement") between Licensor and Licensee with respect to the Event described below.

1. Definitions. Certain capitalized terms as used in this Agreement are defined as follows:

a. Licensor: Stronghold Ranch
Plug-It Products, owner
12347 Fern Road
Whitmore, CA 96096

b. Licensee: _____
Name

Address

City & State

Phone

Agreement

1. Licensee rents from Plug-It Products that portion described below as the property located at 12347 Fern Road, Whitmore California, fenced and designated for holding of events with the lodge, restroom facilities, parking area, dance floor, tables and chairs, grass area and assorted and related facilities and other property items located thereon. The Property does not include any other portion of the Property Owners' real property located at 12347 Fern Road, Whitmore, California, or the residence, lake or pond located thereon; or, any property, facilities improvements, structures or areas associated therewith or related thereto.

Event: _____
Date: _____ **Hours:** _____

2. Both parties agree that Licensee lease of the property, as set forth herein, shall be for the use by the Licensee and invitees, which number of invitees is not to exceed 200. A \$25 per head fee will be charged for parties over 200. Licensee and invitees shall be limited to use only the recreational areas of the property which surrounds the grounds; including parking and the immediate vicinity of the Property.

X _____

3. Licensee rents the above-described premises solely for the Event on the day and during the hours set forth and for no other purpose and during no other time. The Licensee is personal to Licensee and may not be assigned or transferred, in whole or in part, to any other person or entity.
4. If the Event is a Wedding, you can arrive the day before at 12pm to set-up. If you choose to have the rehearsal dinner at the Ranch, we are not responsible for cleaning before the wedding, the responsibility is the Renters. Music must be turned down at 10pm and off at 11pm. Full clean-up can be done the following day by 12pm, unless otherwise agreed upon.

Reservation/Booking Procedure

The non-refundable security deposit must be paid before date is confirmed. The entire use fee, including cleaning fee/damage deposit, must be paid 180 days prior to the date of the event. If not, the event will be cancelled and the security deposit will be forfeited.

A \$50.00 fee will be charged for any returned check.

Cleaning Fee/Damage Deposit

Licensee agrees to leave the property, including the lodge, in the same condition as found by the time indicated above for the date and allowable departure of Licensee and all invitees. The balance of the use fee (use fee minus security deposit) and cleaning fee/damage deposit must be paid in advance (check to be made to Plug-It Products, Corp) 180 days prior to the date set forth in paragraph 1 above. There will be a walk-through of the premises with the licensor and the licensee (if they are not present they can appoint a representative) by 10am. Cleaning fee/damage deposit or any balance thereof shall be returned to licensee within fourteen (14) days after the Event. You will be billed for any damages not covered by the cleaning fee/damage deposit.

Licensee Clean Up Responsibilities

1. Sweep and mop the kitchen, lodge & bathrooms
2. Wipe down all surface areas
3. Remove trash and put it in the large trash cans
4. Remove your leftover food and beverages from the refrigerator and ovens
5. Leave the kitchen and lodge clean and in the same condition as when rented
6. Check the grass area, flowerbeds and cement for garbage

Licensee understands and hereby agrees, notwithstanding the security deposit, to hold Plug-It Products harmless and indemnify them from all damages arising out of any damage to any person or property occurring in, or about the premises, including personal injury or death and including personal injury or death which might occur while traveling to or from Stronghold Ranch and the property during the time Licensee has rented the

premises. Licensee hereby expressly assumes all risk of property damage and personal injury or death to any person, including Licensee's invitees, resulting from the use of the property, by Licensee and his invitees. Licensee hereby expressly acknowledges the inherently dangerous condition of the property, including natural and artificial conditions in and around the property. Licensee hereby expressly releases all claims, causes of actions, and demands of any kind whatsoever, known or unknown, against Stronghold Ranch (Plug-It Products), relating in any way to the use of the property. The parties hereto expressly waive any and all rights they may have under provisions of Section 1542 of the Civil Code of California, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time executing the release, which if known by they must materially affect his settlement with the debtor."

The parties hereto further declare that they understand the full nature, extent and impact of Section 1542 of the Civil Code of California and knowingly and willingly enter into this agreement notwithstanding its provisions.

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Compliance with Law

Due to Shasta County Curfew Laws no Licensee is allowed to retain the premises beyond the stated period. If the Licensee retains the premises beyond the stated period, this Agreement shall remain in full force and effect to Licensee responsibilities and liabilities and in addition Licensee shall be liable for additional use fee at the rate of \$100.00 per hour or any part of an hour that Licensee retains possession of the premises. This includes any part of the time before and after the stated time of 9:00am and 11:00pm respectively. Licensee shall insure and take such steps as are necessary for the Event and Licensee's use of the Property to comply with and adhere to all applicable federal, state and local laws, rules and regulation, including but not limited to those relating to health, fire and safety. In furtherance of the foregoing, Licensee, at Licensee cost and expense, shall be responsible for obtaining and maintaining all permits and licenses required for the Event and the activities that are a part thereof, including, but not limited to, any permit or license required with respect to providing or serving beer and/or wine at the Events. Licensee shall provide Licensor copies of all such permits and licenses at least fourteen (14) days prior to the Event. Unless otherwise agreed upon.

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Condition of Property; No Assignments

Licensee shall keep the premises and furniture, furnishings, appliances and fixtures, which are licensed for use in connection with premises in good order and condition and pay for any repairs to the Property caused by Licensee or Licensee's invitees. Licensee has examined the premises and all the furnishing, furniture, appliance and fixtures contained within and around premises, and accept the same as being clean, and in good order, condition and repair. Licensee agrees that Licensee has been provided an

opportunity to thoroughly inspect the Property and has so inspected the Property. Licensee accepts the Property "AS IS" in its current condition as adequate and suitable for the Event. Neither Licensor nor the Property Owners makes any representation or warranty as to the condition of the Property, its suitability for the Event or otherwise. Licensor's only obligation is to make the Property available to Licensee for the Event; Licensor shall not be required to provide any services, including catering and entertainment service, or facilities or equipment in addition to that included in the property. Licensee shall make all catering, entertainment, floral, decorations, equipment rental and other arrangement for facilities, services, materials and equipment for the Event and pay the cost thereof and all expenses associated therewith. All such arrangements shall be reviewed with and subject to licensor's prior written approval which shall not be unreasonably withheld.

Licensee agrees to comply with all reasonable rules and regulations posted on the premises. Licensee acknowledges receipt of a copy of the rules and regulations of the premises and regulations of premises and a copy is attached to the Agreement and incorporated by reference herein

Plug-It Products may use all or any part of the security deposit as reasonably necessary to remedy Licensee's default and payment of rent, to repair damages caused by Licensee invitee's and to clean the premises. A written summary of all expenses incurred by Plug-It Products will be submitted to:

Cancellation by Licensee

Licensee may cancel the Event and this Agreement at any time upon payment to Licensor of a cancellation fee of fifty percent (50%) of the Use Fee if the cancellation occurs one hundred eighty (180) days or less prior to the scheduled date of the Event, one hundred percent (100%) of the Use Fee if the Cancellation occurs one hundred twenty (120) days or less prior to the scheduled date of the Event. Cancellation notice must be given in writing and will be effective upon receipt by Licensor. Payment and cancellation fees shall be made at the time of cancellation. Licensor may utilize and retain Security Deposit in partial payment of any cancellation fees.

Cancellation by Licensor

Licensor may cancel the Event and this Agreement without liability to Licensee if for any reason beyond its control, including, but not limited to, labor disputes; accidents; acts or omission of others; weather conditions; fire; governmental actions, restrictions and orders; governmental laws and regulations; sale of property, unavailability of water, gas, electricity and other utilities; and acts of war or God the holding of the Event is prevented, barred, unreasonably impaired or restricted or subject to unacceptable fire, health or safety concern.

Insurance

A certificate of insurance must be presented in person, faxed or by United States mail for the purpose of liability insurance in the amount of \$1,000,000 thirty (30) days prior to renting Stronghold Ranch and property making Stronghold Ranch (Plug-It Products) the additional insured.

Personal Property

Personal property belonging to Licensee or any guest, agent, contractor or invitee of Licensee brought on to the Property is brought at the sole risk of Licensee or such guest, agent, contractor or invitee. Owner of Property shall have no responsibility or liability for any loss of damage to any such property for any reason whatsoever.

Miscellaneous

- a. Legal Costs and Fees. In the event of any legal action, arbitration or other proceedings arising out of this Agreement, the prevailing party shall be entitled to such party's reasonable attorneys' fees and costs in addition to any other relief to which such party may be entitled.
- b. Waiver. The waiver by Licensor of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained. No waiver by Licensor of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by Licensor.
- c. Time of the Essence. Time is of the essence as to each and every term and condition of this Lease.
- d. Notices. Written notices shall be given at the addresses set forth above. All notices shall be given in writing either personally or by depositing in the United States mail, postage prepaid, properly addressed as aforesaid, for delivery by registered or certified mail. Notices shall be deemed given two (2) business days following deposit in the United States mail in the manner as set forth in this paragraph.
- e. Entire Agreement. This Agreement and the documents referred to hereof, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto.

- f. Partial Invalidity. The invalidity of any provision of this Agreement, determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

- g. Governing Law. This Agreement has been executed and will be consummated in the State of California and shall be governed by and interpreted under the laws of said State as such laws are applied to contracts entered into and to be performed in that state between residents thereof.

- h. Third Party Beneficiaries. This Agreement is made for the benefit of Licensee, Licensor and the Property Owners and their successors and permitted assigns and for no other person or entity.

IN WITNESS WHEREOF, Licensor and Renter have executed this Agreement this ____ day of _____, 20__.

“LICENSOR” “LICENSEE”

Stronghold Ranch

By: _____
 Plug-It Products, Owner

 Licensee

 (Print Name)