



## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (the “Agreement”) is made effective as of the [redacted] of [redacted] 2023 (the "Effective Date"), by and between FishMySpot, LLC, an Ohio limited liability company ("FMS"), and the undersigned, and their/his/hers/its successors and assigns (the "Pond Owner").

The parties agree as follows:

1. “The Property”: *[insert a complete description of the land, including address, number of acres, etc.]*

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2. License to Use the Property.

Pond Owner licenses to FMS and its guests, customers, business vendors and invitees (the “Guests”) the exclusive right to enter onto and fish the Property during the Term (described below). However, the Pond Owner has the unlimited right to continue to fish the Property for their own use and enjoyment of their family. FMS intends to charge its Guests to fish the Property.

3. The license agreement for your listing does not have a specific length since the pond owner retains full control over their listing. It will commence on the Effective Date and continue indefinitely unless either party provides written notice of intent to terminate at least 10 days prior to the desired termination date. This allows for the flexibility of an ongoing arrangement, granting the pond owner the autonomy to manage their listing as they see fit.

4. Fee Structure: FMS will pay the following:

1. 70% of these fees received by FMS, in connection with its use and rental of the Property to Pond Owner for fishing
2. 80% of these fees received by FMS, in connection with its use and rental of the Property to Pond Owner for additional services offered (i.e. boat, tackle, meals, lodging et al)

Payment to the Pond Owner will be made in accordance with Section 14 below, within 15 days after the end of each month for any booking occurring in the previous month.

5. Pond Owner’s Obligations. Pond Owner represents that

Pond Owner owns and holds title to the Property;

b. Pond Owner has the power to enter into this Agreement;

c. Pond Owner shall indicate the boundaries of the Property with durable signs(if requested);

d. The execution of this Agreement will not cause a violation, be in conflict with or constitute a default of any other agreement, lease, or contract to which Pond Owner is a party.

e. Pond Owner has complete discretion on fees charged, days and hours available, number of guests per visit, catch and release or catch and keep, designated fishing and designated parking areas.

6. FMS's Obligations. FMS represents that:

a. FMS will provide Pond Owner with the dates and times that any Guests have reserved to enter and fish on the Property. FMS will provide the name of the Guests that have booked prior to the reservation date.

b. FMS will not engage or permit any other person to engage in commercial fishing or other recreational pursuits on the Property, except the Guests and except as specifically permitted by Pond Owner as indicated in this agreement;

c. FMS will use good care when using the Property and will assist and correct any damage made to the Property during the Term as a result of FMS' use;

d. FMS and the Guests will follow local, state, and federal laws and regulations governing fishing and will otherwise comply with any and all laws, ordinances, and regulations pertaining to environmental matters and shall not permit any hazardous materials (as defined by applicable law) to be placed or kept on the Property;

e. If fishing is only permitted on the Property during certain times of the year, which are not congruent with the term of this Agreement, the term of this Agreement shall be modified to conform with applicable regulations.

7. FMS accepts the Property "as-is." FMS acknowledges that there may be hazards involved in fishing on the Property that may cause injury or death, and FMS assumes any and all such risks as FMS's responsibility.

8. If Pond Owner claims and provides evidence that FMS or any of the Guests has damaged any personal or other property during a scheduled reservation (a "Damage Claim"), the Pond Owner must file a claim through the Customer Relations Department of FMS in accordance with Section 14. FMS shall hold Pond Owner harmless from and against any and all claims, demands, payments, suits, actions, and judgments of whatever nature, kind, and description brought against Pond Owner (including reasonable attorneys' fees incurred) in which injury

(including death resulting thereof) or damage received or sustained by any person(s) by reason of any act, omission or negligence of FMS or its Guests, resulting from, incidental to, or arising out of the operation of this Agreement, unless Pond Owner has been negligent or otherwise been involved in causing such damage or injury.

9. Pond Owner agrees to cooperate with and assist FMS in good faith, and to provide such information and/or take such actions as may be reasonably requested by FMS, in connection with any Damage Claim or other complaints or claims made by Pond Owner relating to a reservation or any personal or other property located at the reserved spot. Upon FMS's reasonable request and at no cost to the Pond Owner, both parties will participate in mediation or a similar resolution process, which process will be conducted by FMS or a third party selected by FMS or its insurer, with respect to losses for which a Pond Owner is requesting payment from FMS.

10. In the event a lawsuit arises out of or in connection with this Agreement and the rights of the parties thereof, the prevailing party may recover actual damages, costs, and reasonable attorneys' fees expended in the course of such action.

11. Notwithstanding anything contained in this Agreement, the parties acknowledge and agree that this Agreement can be terminated by FMS at any time without cause, immediately upon thirty (30) days' written notice to Pond Owner. FMS shall pay Pond Owner all earned but unpaid fees due to Pond Owner hereunder at that time.

12. This Agreement constitutes the sole and entire agreement between the parties and may not be altered, modified, or extended, nor any of its provisions waived, except by a document in writing signed by both parties.

13. Should any term or condition of this Agreement be held to be indefinite, invalid, illegal, or otherwise unenforceable in whole or in part, for any reason, by any court of competent jurisdiction, the remainder of the terms and conditions of this Agreement shall continue in full force and effect, and shall be construed as if such indefinite, invalid, illegal, or unenforceable provision had not been contained herein.

14. All notices required or permitted to be given pursuant to this Agreement shall be in writing and may be personally delivered, sent by email or by a nationally recognized courier directly to such party at the following addresses: respectively:

If to Pond Owner:

If to FishMySpot, LLC:

P.O. Box 229  
Canton, OH 44707  
Email: [info@fishmyspot.com](mailto:info@fishmyspot.com)

or at such other address as either party may stipulate by notice to the other. Any notice personally delivered or sent by electronic email shall be deemed to be received on the date of actual delivery thereof.

15. Governing Law, Mediation and Arbitration.

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

b. Unless delay in initiating or prosecuting a claim in litigation would prejudice a party, any dispute that is not resolved by direct discussions and negotiations as provided in this Section will be submitted to mediation under the Mediation Procedures of the American Arbitration Association or such other rules as the parties may agree to use. If the parties cannot agree on the selection of a mediator within ten days of the request for mediation, any party may immediately request the appointment of a mediator in accordance with the governing mediation rules. Mediation will occur at any location in Stark County, Ohio that the mediator may designate. The parties will each be responsible for 50% of the mediation expenses. The parties will conclude mediation proceedings under this Section within 30 days after the designation of the mediator. In the event that mediation proceedings do not resolve the dispute within such period, the parties will commence arbitration proceeds as described below.

If the parties are unable to reach an agreement regarding a dispute arising from the Agreement on accordance with Section 15(b) above, the dispute shall be decided before the courts located in Stark County, Ohio.

16. No waiver of any condition expressed in this letter shall be implied by any neglect or failure to declare a forfeiture on account of its violation, even though the violation continues or is subsequently repeated. Furthermore, no express waiver shall affect any condition other than the one(s) expressly specified in such waiver.

17. This Agreement may be executed in multiple separate counterparts, each of which shall be deemed to be an original, and all such separate counterparts shall constitute but one instrument. Signatures of the parties transmitted by facsimile, portable document format (“pdf”) or other electronic means complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com) shall be deemed to be their original signatures for all legal and other purpose.

*[Signatures to follow]*

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

POND OWNER:

FISHMYSPOT. LLC, an Ohio limited liability company

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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