

## VENUE LICENSE AGREEMENT

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\_\_\_\_\_, a Texas limited partnership ("Licensor"), hereby enters into this Venue License Agreement (the "License") with \_\_\_\_\_ ("Licensee") on \_\_\_\_\_ (the "Effective Date") for Licensee's use of \_\_\_\_\_ at \_\_\_\_\_ (the "Venue"), subject to terms and conditions set forth herein.

### *Recitals:*

Licensor owns the Venue described above located at address described above.

Licensee desires to use the Venue to conduct \_\_\_\_\_ (the "Event"), which will be held on \_\_\_\_\_ to \_\_\_\_\_ ("Event Date"), and shall include some or all of the following components: stage and entertainment events, permit food (including alcoholic beverages), catering, security, and other vendors to set up and operate vendor booths for the purpose of audience enjoyment.

The Venue boundaries are as generally outlined in Exhibit A.

Licensor has agreed to grant a limited license to use the Venue to Licensee for the Event on the terms and conditions set forth in this License.

### *Agreement*

#### 1. Limited License/Term

Licensee accepts a limited, non-exclusive license to use the Venue from \_\_\_\_\_ to \_\_\_\_\_ (the "License Period"), with zone-specific dates as described in Exhibit A for the use of loading in for the Event, preparing the Venue, hosting the Event, and post Event cleanup.

#### 2. Fees; Deposits

Licensee shall pay to Licensor a fee for license of the Venue in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "License Fee") and a deposit of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in connection with any damages that may be incurred during the License Period (the "Damage Deposit"). Fifty percent (50%) of the License Fee shall be due on \_\_\_\_\_. The remaining balance of the License Fee, along with the Damage Deposit, will be due \_\_\_\_\_ (\_\_\_\_\_) days prior to the License Period (i.e., \_\_\_\_\_). In addition to the Damage Deposit and License Fee, Licensee shall provide to Licensor \_\_\_\_\_ tickets to the Event at no cost to Licensor. Failure to tender the full License Fee and/or Damage Deposit within one (1) business day of the due dates for such payments as described in this Section 2 shall be grounds for the Licensor to revoke this License, at which point the Licensor will keep fifty percent (50%) of the

License Fee as liquidated damages and as Licensors sole remedy. Upon any revocation of this License, Licensee shall immediately remove all of Licensees property from and vacate the Venue.

3. Return of Damage Deposit

Licensee shall be responsible for returning the Venue to Licensors in the same or better condition to that of the Venue prior to the License Period. If Licensors, in its sole and absolute discretion, determines the Venue is not returned in acceptable condition, Licensors may retain the full amount of the Damage Deposit to offset Licensors costs to restore of the Venue to its original condition. Otherwise, the Damage Deposit will be refunded to Licensee within thirty (30) days of the end of the License Period.

4. Cancellations

In addition to any other rights of Licensors hereunder to terminate this License, Licensors shall have the right to cancel this License at any time and for any or no reason within \_\_\_\_\_ (\_\_\_\_) days of the commencement of the License Period. Upon cancellation of the License by Licensors as provided in this Section 3, Licensors shall refund half of the License Fee previously paid and the entire amount of any previously paid Damage Deposit to Licensee within fifteen (15) days of notice of such cancellation. Upon any cancellation of this License in accordance with this Section 3, Licensee shall immediately remove all of Licensees property from and vacate the Venue.

5. Venue Inspection

Six (6) days prior to the Event Date, Licensors will grant reasonable access to Venue to Licensee for the purposes of site preparation and surveying in preparation for the Event. All obligations of Licensors with respect to the Venue shall be deemed completed as of such inspection unless Licensee provides to Licensors detailed written notice not later than five (5) days prior to the Event Date of any items it believes are unfinished.

6. NO WARRANTY

**LICENSEE ACKNOWLEDGES AND AGREES THAT THE VENUE IS PROVIDED "AS IS", "WHERE IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS OR WARRANTIES AS TO FITNESS FOR INTENDED PURPOSE OR ANY PARTICULAR PURPOSE OR AS TO QUALITY, OPERATION OR CONDITION OF THE VENUE. LICENSEE SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL FEES AND COSTS ASSOCIATED WITH THE EVENT.**

7. Insurance

Not less than forty five (45) days prior to the Event, Licensee, at its own expense, shall obtain commercial general liability insurance with minimum coverage of at least \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Licensee shall provide evidence of such insurance in a form reasonably satisfactory to Licensee, and such insurance shall name Licensors and its parent, subsidiary and affiliated companies, and the owners, officers and agents of such companies, as additional insured parties. Such policy shall include a waiver of subrogation in favor of these additional insured parties. Licensee acknowledges and agrees that the coverages granted to the additional insured parties in such policies of insurance as required in this

Section 7 are to apply on a primary, non-contributory basis over all other valid and collectible insurance owned by and or available to such additional insured parties. Licensee further acknowledges and agrees that such coverages provided by Licensee to the additional insured parties are applicable to liability associated with all matters related to the Event and the Venue during the License Period. Licensee shall be solely responsible for any deductible or self-insured retention associated with the coverages granted to the additional insured parties. In the event Licensee is unable to comply with this provision, Licensor has the option to terminate this License by written notice to Licensee, and Licensor shall retain any License Fee and Damage Deposit previously paid by Licensor.

#### 8. INDEMNITY

**LICENSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR, ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, DIRECTORS, OFFICERS, AGENTS, INVITEES AND EMPLOYEES AND THEIR SUCCESSORS, HEIRS AND ASSIGNS (SINGULARLY AN "INDEMNIFIED PARTY" AND COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND AND CHARACTER (INCLUDING, BUT NOT LIMITED TO, ALL COSTS OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEY'S FEES) ("CLAIMS") RELATING TO, ARISING OUT OF OR INCIDENTAL TO THIS AGREEMENT OR ACTIVITIES RELATING TO OR DESCRIBED IN THIS AGREEMENT. THIS DUTY OF INDEMNIFICATION INCLUDES, BUT IS NOT LIMITED TO, CLAIMS RELATING TO OR ARISING OUT OF BREACH OF CONTRACT, DEATH, PERSONAL INJURY, PROPERTY DAMAGE OR LOSS (INCLUDING, WITHOUT LIMITATION, POLLUTION OR ENVIRONMENTAL DAMAGE), ANY THEORY OF STRICT LIABILITY, AND ANY CIVIL OR CRIMINAL FINES OR PENALTIES RELATING TO OR ARISING UNDER ANY CLAIM. THE FOREGOING INDEMNITY SHALL INCLUDE WITHOUT LIMITATION ALL CLAIMS THAT ARE THE RESULT OF THE JOINT OR CONCURRING NEGLIGENCE OF LICENSEE AND AN INDEMNIFIED PARTY.**

**THE INDEMNITIES CONTAINED HEREIN APPLY REGARDLESS OF THE ACTIVE OR PASSIVE NEGLIGENCE OR SOLE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON ANY INDEMNIFIED PARTY.**

**THE INDEMNITIES AND OBLIGATIONS TO DEFEND CONTAINED HEREIN, (I) SHALL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW FOR THE BENEFIT OF THE APPLICABLE INDEMNIFIED PARTY THEREOF, REGARDLESS OF ANY EXTRAORDINARY SHIFTING OF RISKS; (II) ARE INDEPENDENT OF, AND SHALL NOT BE LIMITED BY, EACH OTHER OR ANY INSURANCE OBLIGATIONS OF LICENSEE (WHETHER OR NOT COMPLIED WITH); AND (III) SHALL SURVIVE ANY TERMINATION HEREOF UNTIL ALL RELATED CLAIMS AGAINST INDEMNIFIED PARTIES ARE FULLY AND FINALLY BARRED BY APPLICABLE LAW. NOTWITHSTANDING THE POTENTIAL FOR EXTRAORDINARY SHIFTING OF RISK, LICENSEE AND LICENSOR ACKNOWLEDGE THAT THEY HAVE EXECUTED THIS LICENSE IN MATERIAL RELIANCE UPON INCLUSION OF EACH SUCH INDEMNITY BY LICENSEE.**

**IN NO EVENT SHALL LICENSOR BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGE OF ANY TYPE WHATSOEVER ARISING OUT OF THIS AGREEMENT OR ACTIVITIES RELATING TO OR DESCRIBED IN THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY INCREASED OPERATING EXPENSE, LOSS OF ANTICIPATED REVENUE OR PROFIT, LOSS**

**OF GOODWILL, OR LOSS OF USE OF ANY FACILITY. LICENSOR'S LIABILITY UNDER THIS LICENSE SHALL BE LIMITED SOLELY TO THE RETURN OF ANY DEPOSITS RECEIVED.**

9. Right of Entry

Licensor and its officers, employees, owners, representatives and agents shall have the right to enter upon the Venue during the License Period at any and all times with no prior notice to Licensee for purposes of maintenance and/or inspection of the Venue.

10. Miscellaneous

A. ENTIRE AGREEMENT; GOVERNING LAW: This License, together with any Exhibits attached hereto, contains the complete agreement of the parties concerning the subject matter, and supersedes any prior oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. Any and all Exhibits attached hereto are hereby incorporated by reference in this License for the purposes set forth in this License. This License shall be construed and governed by the laws of the State of Texas. Harris County, Texas shall be the appropriate and exclusive venue for any suit arising out of this License.

B. NO AMENDMENT: No amendment or modification to this License shall be binding upon Licensee or Licensor unless it is in writing and signed by both parties.

C. LICENSE ONLY: This License shall be deemed to create only the relationship of licensor-licensee between the parties and shall, in no event, be deemed to create any other relationship, including without limitation, landlord-tenant, principal-agent, master-servant, employer-employee or partner-joint venture.

D. NO ASSIGNMENT: This License is for the sole benefit of the Licensee, and Licensee may not assign or transfer its obligations or rights under this License, except for incidental purposes, such as to grant a technology vendor a limited sublicense to place satellite-related equipment on the Venue to provide improved cell and Internet coverage during the License Period only. Any assignment or transfer contrary to the provisions of this License shall be null and void and of no force and effect.

E. EVENT PERMITS: Licensee shall be responsible for paying all fees for and acquiring all required event permits from the City of Houston or any other applicable third party, including, but not limited to, any liquor license. Event permits must be on site during the Event, and Licensee shall provide copies of such permits to Licensor upon request. Licensee will hire, and pay all fees associated with, police personnel, as required by applicable law, any permits related to the Event or as determined by Licensor to be necessary or appropriate.

F. SAFETY MEASURES: Licensee shall be responsible for all safety measures, all emergency preparedness and all emergency response associated with the Venue and the Event during the License Period. Licensee shall fence, barricade or take such other measures as are necessary or

appropriate to protect the general public from any danger posed by Licensee's activities or Licensee's property under this License. Licensee shall also take all necessary measures to protect existing city or Licensor infrastructure on the Venue, including but not limited to sidewalks, water and sewer lines, water meters and other utilities.

G. COMPLIANCE WITH LAWS: Licensee shall be responsible for complying, and assuring that all vendors, agents, subcontractors, invitees or other parties involved in the Event comply with, any and all laws, rules and regulations applicable to the Event and to the Venue during the License Period.

H. ATTORNEYS' and LEGAL FEES: In the event of any litigation between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its reasonable costs and fees of litigation, whether or not they would be recoverable costs pursuant to court rule, together with reasonable attorneys' fees, which shall be determined by the court and not by the jury. In the event both parties are awarded relief, such costs and fees shall be awarded as the court may determine.

#### 11. Additional Provisions

Any and all additional requirements of the parties with regard to the Event and/or the Venue, including, but not limited to, any changes to the Venue are set forth on **Exhibit B**, which is attached hereto and incorporated herein for all purposes by this reference.

*[Signature page follows]*

By signing below, you agree that you have read, understood and agree to be bound by the terms of this License Agreement.

LICENSOR:

**401 Franklin Street, Ltd.**

By: Country Lane GP, LLC, its general partner,

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

Frank M. K. Liu, Manager

LICENSEE:

\_\_\_\_\_ Date: \_\_\_\_\_

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

**EXHIBIT A**  
**VENUE/EVENT INFORMATION**

**EXHIBIT B**  
**ADDITIONAL PROVISIONS**