

VENUE RENTAL AGREEMENT

THIS VENUE RENTAL AGREEMENT (this “*Agreement*”) is made this _____ day of _____, _____ (the “*Effective Date*”) by and between **LOTUS BANQUETS LLC**, a Texas limited liability company (“*Owner*”), and _____ (personally, and on behalf of all agents, representatives, employees, vendors, caterers, contractors, suppliers, invitees and guests thereof, “*Renter*”; each of Owner and Renter being, individually, a “*Party*” and, collectively, the “*Parties*”).

R E C I T A L S:

WHEREAS, Owner is the owner of that certain real property located at 25691 Smotherman Road, Suite 240, Frisco, Texas 75033 (such real property, together with all buildings, structures, improvements and fixtures located thereon and/or affixed thereto, the “*Premises*”), and, subject to the terms and conditions set forth herein, Owner has agreed, to permit Renter to use the Premises for the purpose of _____ (the “*Purpose*”). The event or events during which the Premises are used for the Purpose is or are sometimes referred to herein, individually and/or collectively, as the context may require, as the “*Event*.”

NOW, THEREFORE, FOR AND in consideration of the foregoing recitals, the consideration recited and set forth in the Release, including, without limitation, the indemnities, waivers and releases set forth therein, Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Renter each hereby agree as follows:

A G R E E M E N T:

1. Venue Rental.

- (a) From and after the execution and delivery to Owner by Renter of that certain Indemnification, Release and Waiver of Liability Agreement of even date herewith (the “*Release*”) in the form attached hereto as *Exhibit A*, Renter is hereby granted a limited and revocable license to use **Lotus Banquets, 25691 Smotherman Rd # 240, Frisco, TX 75033** (the “*Venue*”) pursuant to the terms and conditions set forth in this Agreement.

- (b) The owner shall provide the following items / amenities with the rental:
 1. Round tables with linen
 2. Banquet Chairs
 3. Buffet Tables with linen
 4. Flexible stage
 5. Host sofa, and red carpet at entry
 6. Live streaming
 7. _____
 8. _____

Any item not listed in this Section 1(b) is not included in the rental of the Venue.

2. **The Event.** Renter shall use the Venue for the Purpose of:

[REDACTED]

3. **Rental Term.** The rental of the Venue shall begin at [REDACTED] (Check-in Time), and shall end at [REDACTED] (Check-out Time) (the “*Rental*” and the “*Rental Period*”). Our venue rental is priced based on two events per day. To be able to facilitate smooth conduct of two events in a day, our check-in time is generally NON-NEGOTIABLE, and check-out time is a HARD STOP. Rental term includes time for setup, decorating, and undecorating the venue, wrap-up for the hosts and their guests. **See Appendix 1 for more detail on check-in and check-out timings.** The Venue must be vacated by Renter, its guests, invitees and all suppliers, caterers, contractors, employees, representatives, vendors, and service providers retained and/or provided by Renter (collectively the “*Attendees*”; Renter and all Attendees being, individually, a “*Renter Party*” and. Collectively, the “*Renter Parties*”) and returned to Owner in its original condition by. Renter or its designated agent (such designated agent being the “*Representative*”) must be on the Premises at all times during the Rental Period, including during the times when Renter’s suppliers, contractors, caterers and vendors are setting up and decorating the Premises for the Event and during the time after the Event in which such suppliers, contractors, caterers and/or vendors are wrapping up and removing any and all decorations and other items of personal property installed or otherwise moved onto the Premises for the Event. The Representative shall be deemed to be the agent of and spokesperson for Renter for all purposes of this Agreement and the Renter and Owner shall be entitled to rely conclusively on every representation, assurance, communication and response of the Representative as if Owner were communicating directly with Renter and all messages, notifications, demands, assurances, warnings and other communications delivered to the Representative shall constitute actual communications delivered to Renter and all responses, replies and communications delivered to Owner from the Representative shall likewise be deemed to constitute communications delivered to and from Renter. The Representative shall be [REDACTED] and shall be available for contact via its cell phone at [REDACTED]. With respect to Renter’s Attendees, there shall be no policy on the identity of any such Attendees and Renter shall have the unrestricted right to engage any Person (as defined below) or Persons to provide services and/or labor at and in connection with the Event. As used herein, the term “*Person*” shall mean any natural person, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, State, county or municipal governmental or quasi-governmental body or entity or any bureau, department, instrumentality or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

4. **Rental Payment; Additional Fees; Security Deposit.**

- (a) The rental fee for the Venue is \$ [REDACTED]. Payment of the rental fee shall be made as follows:
- 50% advance is due at the time of reservation and signing of the contract. Advance is non-refundable.
 - 50% due Four (4) days prior to the event.
- (b) All payments shall be made in immediately available funds and in forms of payment acceptable to Owner, which include wire transfer, ACH, personal check, or Zelle. Fees

owed on the day of the event are payable via Zelle or Cash only. Renter agrees it shall not initiate a chargeback with its credit card company or other payment processors for any reason. In the event of a payment dispute, Renter shall contact Owner to resolve in accordance with this Agreement. In the event that a check provided for payment is returned due to insufficient funds, a stop payment order, or is found to be fraudulent, Owner reserves the right to assess a returned check fee of \$250 and pursue all legal remedies available under the law. In the case of a returned or fraudulent check, Renter agrees to immediately remit payment in full via an alternative payment method such as credit card, wire transfer, or certified funds. Failure to do so within 2 days of notification will result in the suspension of services and may result in the submission of Renter's account to a collection agency or legal action.

(c) Security Deposit. Renter shall provide a Security Deposit in the amount of \$ [REDACTED] upon execution of the Agreement. The Security Deposit shall be refunded to Renter within 2 days after the end of the Event and upon final settlement, as may be necessary, of any deductions for, among other things, any damage to the Venue, any violations of this Agreement by Renter, or any other costs or expenses incurred by Owner resulting from the Event.

5. Permitted Guest Count. The maximum guest count for the event is [REDACTED] persons (the "*Permitted Guest Count*"). Our event rental is based on Guest Count. Incorrect disclosure of guest count is considered a "Breach of Contract". Guests in excess of the Permitted Guest Count will be charged at \$20 per guest.

6. Permitted (Approved) Vendors and In-House Vendors. It is mandatory for hosts to hire our approved vendors for event décor, catering, and DJ services. Some concessions are available if our In-house vendors are hired. **See Appendix 1 for more detail on the use of Approved / In-House Vendors.**

7. Venue Staff. Owner shall provide the following staff for the Event:
One (1) concierge shall be on location at the Premises to provide Renter and any of the Renter Parties to guide Renter and such other Persons on a tour and inspection of the Premises. During this inspection, Renter shall be required to identify any visible damage, issues of wear and tear to the Premises and its furnishings; such damage, issues and/or wear and tear shall be recorded in writing by the concierge for Owner's records. This identification by Renter of any such damage, issues and/or wear and tear shall absolve Renter of any liability or obligation of Renter to remediate and repair such damage as otherwise set forth herein and/or in the Release.

8. Vendor Referrals Provided by Owner.

(a) For the Event, Renter is advised to hire private security or police personnel. Owner may upon specific request from the Renter, provide security service provider referrals, however, such referral in no way reflects or represents any representation, warranty, covenant or guarantee by Owner relating to the safety of any Renter Party during the Event or otherwise during any such Person's occupancy or use of the Premises or the Venue, and Owner expressly disclaims all assumption of risk relating to the security or

safety of any of the Renter Parties pertaining to the occupancy, use or presence of any such Person at or on the Premises or any portion thereof.

- (b) Further, upon specific request from the renter, Owner may provide referrals for vendors in other trades such as event managers, photographers, décor suppliers, caterers etc. However, such referrals in no way reflects or represents any representation, warranty, covenant or guarantee by Owner relating to the performance of vendors referred by the Owner. All disclaimers of risk by Owner and assumptions of risk by the Renter Parties are more particularly set forth in the Release, all of such terms and provisions are hereby incorporated herein for all purposes.

9. Event Set-up and Decorations. Other than the items set forth in Section 1(b) of this Agreement, all other equipment and other property belonging to Renter or any other Renter Party or that will be used for the Event must be provided by Renter and delivered to the Venue, set-up by Renter, and removed by Renter prior to the expiration of the Rental term set forth in Section 3 of this Agreement, all at Renter’s sole cost and expense.

Owner will allow Renter to prepare reasonable decorations at the Venue for the Event. However, Renter may not use any items that would penetrate the walls, ceilings, floors, fixtures, furniture, lighting, or any other part of the Venue, including, but not limited to, screws, nails, or staples. Renter shall be responsible for any damage to the Premises caused by any of its decorations. The following decorations / items are not permitted:

- 1. Poppers / confetti that hit the ceiling or walls
- 2. Wet décor supplies that could smudge / discolor the floor
- 3. Smoke, fog, cold sparklers and any similar party attractions that could potentially damage the interior
- 4. Tape or any form of adhesive (painter’s tape, gaffer’s tape, command strips etc) to any surface (walls, floors, ceiling, stage, furniture)
- 5. Excessive noise from DJ. See Appendix 1 on use of DJ in the venue
- 6. Serving alcohol unattended by a TABC licensed bartender. See Appendix 1 for our Alcohol policy.
- 7. _____
- 8. _____

10. Permitted Use and Venue Rules. Renter shall not permit any illegal activities or conduct at the Venue. Renter shall abide by all the Owner’s rules for the use of the Venue (the “**Rules**”), a copy of which have been provided to Renter and Renter hereby acknowledges receipt of the Rules. Renter shall ensure that all Renter Parties fully comply with the Rules. Failure to comply with any of the Rules (without express written permission from Owner) may result in termination of the Event and a forfeiture of any fees and payments made by Renter.

11. Venue Condition and Damage to Venue.

- (a) The Venue will be provided to Renter in a clean condition for the Event. Renter agrees to return the Venue to the Owner in the same condition in which it was provided to Renter, subject to any damage, issues and/or wear and tear identified during pre-event inspection of the Renter.

- (b) Any damage to the Venue by Renter or any of the Renter Parties, beyond normal wear and tear, shall be Renter's sole responsibility. Renter shall immediately inform Owner of any damage to the Venue that may occur at the Event. Owner will use commercially reasonable efforts to advise Renter of any damage or loss of property on the day of the Event but reserves the right to thoroughly inspect the Venue and identify damages thereafter. If any damages are discovered, Owner will provide Renter with a written notice itemizing such damage within three days after the Event. Owner is hereby authorized to charge any credit card held on account for the amount of any damages incurred at the Venue at the Event. The pre-existing damage identified during pre-event inspection are expressly excluded from the scope of Renter's liabilities hereunder and under the Release, except to the extent any such pre-existing damage was exacerbated during the Rental.

12. Lost Property. Owner shall have no responsibility to Renter or any of the Renter Parties for any personal effects and possessions left on the Venue's premises before, during, or after the Event.

13. INDEMNIFICATION. RENTER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER AND EACH OWNER PARTY FROM AND AGAINST ANY CLAIMS, ACTIONS, DEMANDS, LAWSUITS, LOSSES, DAMAGES, COSTS, EXPENSES, JUDGMENTS, FINES, PENALTIES, AND LIABILITIES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURTS COSTS) INCURRED IN CONNECTION WITH ANY THIRD-PARTY DEMANDS, ASSERTIONS, CLAIMS, SUITS, ACTIONS OR OTHER PROCEEDINGS ARISING OUT OF OR RESULTING FROM (1) THE USE AND RENTAL OF THE VENUE; (2) ANY BREACH OF THIS AGREEMENT BY RENTER OR ANY RENTER PARTY; (3) ANY NEGLIGENCE OR WILLFUL MISCONDUCT OF RENTER OR ANY RENTER PARTY; THE DISPENSING OF ANY ALCOHOLIC BEVERAGES AT THE EVENT; ANY PAYMENT OBLIGATIONS OF RENTER TO ANY OF ITS SUPPLIERS, VENDORS, OR SERVICE PROVIDERS; AND FOR ANY PROPERTY DAMAGE OR ANY INJURY OR DEATH TO ANY PERSON WHILE AT THE VENUE, WITHOUT REGARD TO THE CAUSE OF SUCH INJURY OR DAMAGE, INCLUDING ANY ACTS OR OMISSIONS BY RENTER OR ANY RENTER PARTY.

14. Insurance. Renter shall obtain and maintain General Liability Insurance in an amount not less than \$250,000. Such insurance shall name each of Lotus Banquets LLC and Lotus Condominium Association, Inc. as additional insureds, Renter shall furnish Owner with a certificate of insurance evidencing such coverage at least thirty (30) days prior to the Event.

15. Force Majeure. Owner shall not be liable for any failure or delay in its performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, acts of God, or other similar or different occurrences beyond the

reasonable control of Owner. If Owner is forced to cancel the Rental at any time prior to the Event due to a force majeure occurrence, Owner shall promptly provide notice to Renter and refund all fees and deposits paid by Renter towards the Event within thirty (30) days of such notice. Renter acknowledges and agrees that Owner shall not be responsible to Renter or any third party for any lost fees or expenses, or any subsequent fees and expenses Renter may incur, as a result of Owner's cancellation of the Event due to a force majeure occurrence.

- 16. Cancellation of Event by Renter.** Should Renter desire to cancel the Event, it must notify Owner in writing. If receipt of a notice of cancellation is received by Owner more than thirty (30) days before the Event, Owner shall refund [REDACTED] % of the sums paid to Owner for the Event. If notice of cancellation is not received until less than thirty (30) days prior to the Event, Renter shall forfeit all amounts paid to Owner for the Event. Renter acknowledges and agrees that Owner's cancellation policy is not intended to punish Renter for cancelling the Event but, rather, reflects that Owner has foregone other actual or potential opportunities to rent the venue by reserving it for Renter and will have a limited ability to rent the Venue to another party in thirty (30) days or less prior to the scheduled date for the Event.
- 17. Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas, without giving effect to the principles of conflicts of law of such state. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any state court located in Denton County, Texas. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.
- 18. Collection Expenses.** If Owner incurs any costs, expenses, or fees, including reasonable attorney's fees and professional collection services fees, in connection with the collection or payment of any amounts due it under this Agreement, Renter agrees to reimburse Owner for all such costs, expenses and fees.
- 19. Reservation of Owner's Rights.** Owner reserves the right to cancel this Agreement and the Rental for non-payment, material breach of this Agreement, or for any failure to comply with any of the Rules. Owner's rights set forth in this Agreement are in addition to any rights or remedies which may be available to Owner at law or equity.
- 20. Compliance with Laws.** The Parties agree to comply with all applicable City, County, State, and Federal laws.
- 21. Severability.** If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
- 22. Notices.** All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, (iv) electronic mail or (v) overnight mail, addressed to the Party to be notified at the following address:

Renter:

[Redacted]

Attention: [Redacted]

T: [Redacted]

E: [Redacted]

Owner:

4433 Punjab Way Ste 301, Frisco, TX 75033

Attention: Srinivas Chaluvadi

T: (469) 252-1261

E: Sri@Chaluvadi.net

- 23. Entire Agreement; Modification; Waiver.** This Agreement, and any exhibits attached hereto, is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. Each Party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.
- 24. Electronic Signatures and E-mail Notices:** This Agreement, and all Notices requiring signatures of parties to this agreement will be signed electronically. Such electronic signatures shall have the same force and effect as signed in Ink. Parties to this agreement agree to exchange all communications including notices via email at the addresses contained in this Agreement or as the parties may later designate in writing. Communications sent via email shall have the same force and effect as those delivered by agent or post.
- 25. Parking Availability:** The venue and the shopping center that houses the venue has adequate parking per the Town of Little Elm’s parking ratio based on permitted uses. Parking requirements for the venue is calculated as 3 to 4 persons per car. On this basis, the venue and the shopping center has adequate parking for the permitted occupancy. However, in some instances guests could attend solo or less than 3 persons could attend in a car. In such cases, the renter should either hire a valet service or advise their guests to utilize overflow parking areas in the vicinity of the venue. Renter should work with the onsite concierge for information on overflow parking.
- 26. Condition Precedent.** The Parties hereto expressly acknowledge and agree that the execution and delivery to Owner by Renter of the Release in the form attached hereto as Exhibit A and incorporated herein for all purposes is an express condition precedent to the effectiveness of this Agreement, notwithstanding anything else to the contrary set forth herein.

27. Special Provisions: Notwithstanding anything to the contrary, the following special provisions apply:

READ THIS AGREEMENT CAREFULLY. Consult your attorney BEFORE signing.

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

RENTER:

Renter hereby executes this Agreement, personally and, with respect to the assumptions of liabilities set forth herein, on behalf of the Renter Parties:

By: _____
Name: _____
Title: _____

OWNER:

LOTUS BANQUETS LLC,
a Texas limited liability company

By: _____
Srinivas Chaluvadi
Managing Member

APPENDIX 1

VENUE RENTAL CHECK-IN / CHECK-OUT TIMINGS

AFTERNOON EVENT:

- Time Slot: 9:00 am to 3:00 pm or 9:30 am to 3:30 pm
- Guaranteed early check-in - \$100 per hour, maximum 2 hours
- Check-out time is a HARD STOP. Host and their vendors including decorator must exit the venue together with their property
- Late Check-out – **Never a guarantee**, host to check with the management on the day of event.
- Late Check-out fee (subject to availability): \$100 per hour.
- Late check-out is purely on an availability basis. Paid late-check out can be granted only on the day of the event if the venue is not booked for the evening event.
- Optional – **Early check-in and late-check out (if any) fee waived if in-house decorator is used**

EVENING EVENT:

- Time Slot: 5 pm to 11 pm or 6 pm to 12 midnight
- Early Check – Never a guarantee, host to check with the management on the day of event.
- Early Check in fee subject to availability: \$100 per hour, maximum 2 hours.
- Early check-in is purely on an availability basis. Paid early check-in can be granted only on the day of the event if the venue is not booked for the afternoon event.
- Guaranteed late check-out - \$100 per hour, maximum 1 hour.
- Check-out time is a HARD STOP. Hosts and their vendors, including decorator must exit the venue together with their property
- Optional - **Early check-in (if any) and late-check out fee waived if in-house decorator is used**

Additional Guest Charges - \$20 per guest.

USE OF APPROVED VENDORS : It is mandatory for hosts to hire our approved vendors for event décor, catering, and DJ services. Pre-approval helps us to ensure the vendors follow our venue rules. Our approved vendors are aware of the venue rules, and they have signed an undertaking to follow our venue rules. Hiring pre-approved vendors means one less headache to our hosts. If your vendor is not on our pre-approved list, have them get approved. Pre-approval is a quick and easy process. Have your vendor call us at least two days prior to the event and apply for approval. Pre-approval process is required to make sure the caterer follows our venue rules and operating guidelines. Caterers and decorators are required to carry General Liability Insurance. For smooth and efficient conduct of the event, it is mandatory for the caterer and event decorator to discuss their plans for the event at least one day prior to the event.

Approval of vendors does not constitute Owner's recommendation of a vendor to the Renter. Renter is allowed to hire any approved vendor or have their preferred vendor obtain our approval prior to the event.

USE OF IN-HOUSE VENDORS: We have a select list of vendors that we consider as “In-house Vendors”. Use of In-House vendors is not mandatory but helps us save our costs, which we will gladly pass on to our customers. If our in-house decorator is hired, we will not need to keep our concierge on duty because we know our in-house vendor will take care of the property just like we do. So, if the host hires our in-house decorator, early check-in fee and late check-out fee will be waived. Our selection of in-house vendors is only for the safety of our property. We do not endorse or guarantee their performance or deliverables.

RESTRICTIONS ON DJ PERFORMANCE DURING THE EVENT: Our event venue is in a multi-tenanted shopping center and in a densely populated neighborhood. DJs must adhere to generally accepted decibel level to avoid concerns and potential complaints from other tenants and patrons of the shopping center and residents in the neighborhood. Adherence to maximum decibel level also ensures a positive experience for the guests and the venue. The Owner reserves right to limit the decibel level with “a Sound Limiter”. DJs hired to perform at our event are expected and required to be fully aware of the Town of Little Elm noise ordinance.

SERVING ALCOHOL DURING THE EVENT: If the host desires to serve alcohol to their guests, a TABC licensed bartender must be on site. The host and their guests are prohibited from operating a vehicle while intoxicated, whether on or off the property of Lotus Banquets. It is the renter’s responsibility to prevent driving while intoxicated.

PAYMENT OF ADDITIONAL FEE – Early check-in, Late check-out, additional guest charges are due on the day of the event. Event day fees are payable via Zelle or Cash. Paid invoices will be emailed to the host for their accounting / record-keeping.

EXHIBIT 'A'

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS INDEMNIFYING OWNER FROM EVENTS OCCURRING DUE TO RENTER'S OWN NEGLIGENCE

INDEMNIFICATION, RELEASE AND WAIVER OF LIABILITY AGREEMENT

THIS INDEMNIFICATION, RELEASE AND WAIVER OF LIABILITY AGREEMENT (this "**Agreement**") is entered into as of the _____ day of _____, _____ (the "**Effective Date**"), by and between **LOTUS BANQUETS LLC**, a Texas limited liability company ("**Owner**"), and _____, (personally, and on behalf of all agents, representatives, employees, vendors, contractors, suppliers, invitees and guests thereof, "**Renter**"; each of Owner and Renter being, individually, a "**Party**" and, collectively, the "**Parties**").

RECITALS:

WHEREAS, Owner is the owner of that certain real property located at 25691 Smotherman Road, Suite 240, Frisco, Texas 75033 (such real property, together with all buildings, structures, improvements and fixtures located thereon and/or affixed thereto, the "**Premises**"), and, pursuant to that certain Venue Rental Agreement of even date herewith (the "**Rental Agreement**"), by and between Owner and Renter and to which this Agreement is attached as **Exhibit A**, Owner has agreed, subject to the terms and conditions of the Rental Agreement and as set forth herein, to permit Renter to use the Premises for the purpose of _____ the "**Purpose**"). The event or events during which the Premises are used for the Purpose is or are sometimes referred to herein, individually and/or collectively, as the "**Event**."

NOW, THEREFORE, FOR AND in consideration of the foregoing recitals, the consideration recited in the Rental Agreement, including, without limitation, Owner's agreement to enter into the Rental Agreement and permit Renter to use the Premises as set forth therein (which Owner would not have done but for Renter entering into this Agreement, the Parties hereto hereby acknowledging and agreeing that this Agreement was and is a material inducement to Owner to enter into the Rental Agreement), Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Renter each hereby agree as follows:

AGREEMENT:

Renter hereby represents, warrants, covenants, promises and agrees, as applicable, as follows:

1. Assumption of Risk. Renter understands and acknowledges that the activities that take place on the Premises may be dangerous and may involve the risk that it or any other Renter Party will sustain serious injury, temporary or permanent disability, death, and/or property damage. Renter understands that the activities that take place on the Premises may not be supervised and that the Owner of the Premises does not provide medical services or any form of emergency care, support, attention or relief. Renter further acknowledges that any injury it or any other Renter Party may sustain while on the Premises may be compounded by negligent or delayed medical service and/or emergency care. RENTER, ON BEHALF OF ITSELF AND EACH OTHER RENTER PARTY, VOLUNTARILY AND FREELY ASSUMES ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO THE USE OF AND PARTICPATION OF ACTIVITIES ON THE PREMISES BY ANY OF THE RENTER PARTIES, INCLUDING, WITHOUT LIMITATION, THE RISK OF INJURY, PERMANENT INJURY AND DISFIGUREMENT, DEATH, AND PROPERTY DAMAGE.

2. Release from Liability. RENTER, ON BEHALF OF ITSELF, ITS HEIRS AND PERSONAL REPRESENTATIVES AND EACH OTHER RENTER PARTY, HEREBY AGREES TO (AND HEREBY DOES) IRREVOCABLY, UNCONDITIONALLY, FULLY AND FOREVER DISCHARGE,

**THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS INDEMNIFYING
OWNER FROM EVENTS OCCURRING DUE TO RENTER'S OWN NEGLIGENCE**

ACQUIT, RELINQUISH, RELEASE AND HOLD HARMLESS OWNER AND EACH OWNER PARTY, AND THEIR RESPECTIVE PARTNERS, AGENTS, OPERATORS, MANAGERS, EMPLOYEES, AND REPRESENTATIVES ("**RELEASED PARTIES**") FROM ANY AND ALL ACTUAL OR THREATENED CLAIMS, SUITS, AWARDS, LIABILITIES (INCLUDING BUT NOT LIMITED TO STRICT LIABILITIES), DIMINUTIONS IN VALUE, AMOUNTS PAID IN SETTLEMENT, FORESEEABLE AND UNFORESEEABLE CONSEQUENTIAL DAMAGES, FINES, PENALTIES, CHARGES, DETRIMENTS, REMEDIATION, COUNTERCLAIMS, LIENS, CONTROVERSIES, OBLIGATIONS, AGREEMENTS, EXECUTIONS, DEBTS, COVENANTS, CAUSES OF ACTION, ACTIONS, DEMANDS, DEFICIENCIES, LOSSES, DAMAGES, JUDGMENTS, COSTS, EXPENSES, KNOWN OR UNKNOWN, DIRECT OR INDIRECT, AT LAW OR IN EQUITY, OF WHATEVER KIND OR NATURE, AND WHETHER OR NOT INCURRED IN CONNECTION WITH ANY JUDICIAL OR ADMINISTRATIVE PROCEEDINGS, ACTIONS, CLAIMS, SUITS, JUDGMENTS OR AWARDS (INDIVIDUALLY, A "**CLAIM**" AND COLLECTIVELY, THE "**CLAIMS**") WHICH ANY OF THE RENTER PARTIES MAY HAVE AGAINST RENTER AND/OR ANY OF THE OTHER RENTER PARTIES WHETHER BASED UPON TORT, FRAUD, BREACH OF ANY DUTY OF FAIR DEALING, BREACH OF CONFIDENCE, UNDUE INFLUENCE, DURESS, ECONOMIC COERCION, CONFLICT OF INTEREST, NEGLIGENCE, BAD FAITH, INTENTIONAL OR NEGLIGENT INFLICTION OF MENTAL DISTRESS, TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS, TORTIOUS INTERFERENCE WITH CORPORATE GOVERNANCE OR PROSPECTIVE BUSINESS ADVANTAGE, BREACH OF CONTRACT, DECEPTIVE TRADE PRACTICES, LIBEL, SLANDER, CONSPIRACY, OR BASED UPON CONTRACT, USURY, COMMON LAW OR STATUTORY RIGHT, NOW KNOWN OR HEREINAFTER KNOWN IN ANY JURISDICTION IN THE WORLD, ATTRIBUTABLE OR RELATING IN ANY MANNER TO THE ENTRY UPON AND USE OF THE PREMISES BY RENTER OR ANY OTHER RENTER PARTY, WHETHER CAUSED BY THE NEGLIGENCE OF THE OWNER OR ANY OF OWNER PARTIES OR BY ANY OTHER REASON. RENTER ACKNOWLEDGES AND AGREES THAT THIS RELEASE AND WAIVER OF LIABILITY IS INTENDED TO BE, AND IS, A COMPLETE, IRREVOCABLE AND UNCONDITIONAL RELEASE OF ANY RESPONSIBILITY OF OWNER AND ALL OTHER OWNER PARTIES FOR ANY AND ALL PERSONAL INJURIES, TEMPORARY OR PERMANENT DISABILITIES, DEATH, AND/OR PROPERTY DAMAGE SUSTAINED BY ANY RENTER PARTY WHILE ON OR USING THE PREMISES.

3. COVENANT NOT TO SUE. RENTER, ON ITS OWN BEHALF AND ON BEHALF OF ITS HEIRS, PERSONAL REPRESENTATIVES AND EACH OTHER RENTER PARTY, AGREES, NOT TO SUE OWNER OR ANY OF THE RELEASED PARTIES OR INITIATE OR ASSIST IN THE PROSECUTION OF ANY CLAIM FOR DAMAGES OR CAUSE OF ACTION AGAINST THE RELEASED PARTIES WHICH RENTER OR ANY RENTER PARTY MAY HAVE AS A RESULT OF ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE A RENTER PARTY MAY SUSTAIN WHILE ON OR USING THE PREMISES.

4. INDEMNIFICATION. RENTER, ON ITS OWN BEHALF AND ON BEHALF OF ITS HEIRS, PERSONAL REPRESENTATIVES AND EACH OTHER RENTER PARTY, HEREBY IRREVOCABLY AGREES TO FOREVER AND UNCONDITIONALLY DEFEND,

**THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS INDEMNIFYING
OWNER FROM EVENTS OCCURRING DUE TO RENTER'S OWN NEGLIGENCE**

INDEMNIFY AND HOLD HARMLESS OWNER AND THE OWNER PARTIES FROM AND AGAINST ANY THIRD PARTY LOSSES, DAMAGES, ACTIONS, SUITS, CLAIMS, JUDGMENTS, SETTLEMENTS, AWARDS, INTEREST, PENALTIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) AND COSTS OF ANY KIND FOR ANY PERSONAL INJURY, LOSS OF LIFE OR DAMAGE TO PROPERTY SUSTAINED BY REASON OF OR ARISING OUT OF THE OCCUPATION AND/OR USE OF THE PREMISES BY ANY RENTER PARTY OR PARTICIPATION BY ANY SUCH PERSON IN ANY ACTIVITIES ON THE PREMISES.

5. RESPONSIBILITY FOR PERSONAL PROPERTY. RENTER, ON ITS OWN BEHALF AND ON BEHALF OF ITS HEIRS, PERSONAL REPRESENTATIVES AND EACH OTHER RENTER PARTY, HEREBY ACKNOWLEDGES AND AGREES THAT IT IS FULLY AND SOLELY RESPONSIBLE FOR ANY AND ALL PROPERTY AND PERSONAL BELONGINGS THAT ANY RENTER PARTY BRINGS ONTO THE PREMISES AND THAT NEITHER OWNER NOR ANY OTHER OWNER PARTY SHALL BE RESPONSIBLE FOR OR PROVIDE ANY SECURITY FOR ANY SUCH PROPERTY OR PERSONAL BELONGINGS, AND OWNER, ON BEHALF OF ITSELF AND EACH OTHER OWNER PARTY, HEREBY EXPRESSLY DISCLAIMS ANY AND ALL ASSUMPTION OF RISK FOR THE SECURITY AND PROTECTION OF ANY SUCH PROPERTY OR PERSONAL BELONGINGS.

6. No Representations by Owner. Renter acknowledges and agrees that Owner makes no representation as to the condition of the Premises or the safety of any structures or equipment that may be installed, placed on and/or used at the Premises. Renter accepts and shall use the Premises in its "AS IS," "WHERE IS" AND "WITH ALL FAULTS" condition. Renter acknowledges and agrees that Renter is not relying upon any representation or statement by the Owner or any Owner Party regarding this Agreement or the Premises, except to the extent such representations are expressly set forth in this Agreement.

7. Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas, without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Agreement must be brought exclusively in any state or federal court located in Collin County, Texas.

8. Waiver. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of any Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

9. Survival. Any provision of this Agreement providing for performance by either party after termination of this Agreement shall survive such termination and shall continue to be effective and enforceable.

10. Compliance with Laws. In the performance of the terms of this Agreement and use of the Premises, the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations.

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS INDEMNIFYING OWNER FROM EVENTS OCCURRING DUE TO RENTER'S OWN NEGLIGENCE

11. Severability. If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

12. Entire Agreement; Modification; Binding Effect. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of the parties. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

13. ACKNOWLEDGEMENT BY RENTER OF DUE AUTHORIZATION, RIGHT TO COUNSEL, ETC. RENTER HEREBY ACKNOWLEDGES THAT IT HAS FULLY READ AND UNDERSTANDS EACH OF THE ABOVE PROVISIONS. RENTER ACKNOWLEDGES THAT PRIOR TO SIGNING THIS AGREEMENT IT HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. RENTER (OR THE NATURAL PERSON EXECUTING THIS AGREEMENT ON BEHALF OF RENTER) IS AT LEAST EIGHTEEN (18) YEARS OF AGE AND IS FULLY COMPETENT AND HAS BEEN DULY AUTHORIZED BY ALL REQUISITE ENTITY POWER IN ACCORDANCE WITH APPLICABLE LAW, AND RENTER (AND ITS SIGNATORY) EXECUTES THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION (AS RECITED ABOVE) INTENDING TO BE FULLY BOUND.

14. SURVIVAL. THE RELEASES, WAIVERS, INDEMNITIES, LIABILITIES, AND OTHER OBLIGATIONS OF RENTER PURSUANT TO THIS AGREEMENT SHALL SURVIVE INDEFINITELY.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date.

OWNER:

LOTUS BANQUETS LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

RENTER:

By: _____
Name: _____
Title: _____