

## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** ("License") is entered into as of February \_\_, 2023 by and between the City of Lake Elsinore, a municipal corporation ("City"), and Common Sense Events Inc, a California Corporation ("Licensee" or "Manager").

### **RECITALS**

This License is made with reference to the following facts which are a substantive part hereof:

- A. City desires to encourage and promote Weddings and Events at Lake Elsinore.
- B. City is the owner of certain real property located at the City of Lake Elsinore Launch Pointe Recreation Destination & RV Park, 32040 Riverside Dr., Lake Elsinore, CA 92530, Assessor Parcel Number 379120008 ("Launch Pointe").
- C. Licensee / Manager desires to operate a **Wedding and Event Venue Rental Business** at a designated location at Launch Pointe from February 1, 2023 through March 31, 2026 in a professional and safe manner.
- D. City finds that the Wedding and Events Rental Business, as defined herein, shall not interfere with, but rather will contribute to the safety and convenience of the general public in the use and enjoyment of, and the enhancement of recreational, entertainment, and educational experiences available in the City and such business is compatible with the general development plans for Lake Elsinore.
- E. Licensee / Manager desires to obtain from the City a License in order to conduct exclusive Wedding and Events Rental Business, within the designated area at Launch Pointe in accordance with the terms and conditions set forth herein.

**NOW THEREFORE**, based on the foregoing and the promises, covenants and undertakings contained in this License, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Licensee agree as follows:

1. **Definitions.** The following terms shall have the meanings set forth below.

"Launch Pointe" is defined in Recital B.

"Licensee" or "Manager" means Common Sense Events Inc. and its principals

"Venue" or "Venue Spaces" means locations around Launch Pointe that are desirable for clients to use as backdrops and gathering spaces for weddings and other event programming. The locations may include indoor or covered areas, lawns, beach fronts and other spaces suitable for accommodating groups of people either standing or seated.



“Event” shall mean any live event occurring at the Venue, including but not limited to weddings, bat mitzvahs, corporate events or retreats, conferences, promotional events, or other similar activities.

“Venue Staff” “Venue Staff” shall mean employees or contractors of Licensee / Manager (either full or part time) reasonably necessary for Client retention, performance of Services, and/or execution of Events. Parties anticipate that Venue Staff may include, a Venue Manager, Assistant Venue Manager, Sales Manager, and Assistant Sales Manager. The number of Venue Staff may increase or decrease from time to time, and may do so in the sole, absolute discretion of the Licensee / Manager. Manager shall be solely liable for all wages and benefits of all Venue Staff.

“City” means the City of Lake Elsinore, a municipal corporation.

“Client” means the individual, group, or organization who hires the Venue for the Event Services.

“Director” means the City's Community Services Director or designee.

“Rentals” means movable furniture used during the time period of an event including foldable chairs, tables, cocktail tables, and other furniture used to host groups of people at an event.

“Venue Office” means a designated facility used as office space within Launch Pointe as shown on the Site Map attached hereto as Exhibit A. Licensee is authorized to use the address of Launch Pointe at 32040 Riverside Dr., Lake Elsinore, CA 92530 to identify the general location of the Rental Office for the purposes of advertising and other promotional materials, maps and navigation systems, provided, however, that Licensee shall not use this address for the purpose of receiving mail not directly related to the Wedding and Events Rental Business.

“Auxiliary Sales” means “Lodging”, “Overnight Stays”, and “Accommodations” means sales from overnight stays on property sold through efforts of the Licensee in connection with sales of events and venue rentals, food and beverage sales, and marina bookings.

“Term Commencement Date” means the date upon which this License has been fully executed by the parties hereto.

“Vendors” means other business that the Licensee or the Client of the Venue utilizes to complete the event but does not own or operate. “Vendor’s” could mean a furniture rental business, florists, a DJ, Catering company, or other event service provider.

“Wedding and Events Rental Business” means the rental of the Venue for the purposes of a Event to be conducted at the Venue Office and other Venue spaces around Launch Point operations related thereto as further set forth in Section 6.



2. **License Term.** This License is effective from and after the License Commencement Date through December 31, 2026 ("License Term"). A "License Year" is a period of twelve (12) consecutive calendar months commencing on each January 1 of the License Term, except for the first License Year which commences on the License Commencement Date and ends on December 31, 2026. Except as otherwise specifically stated in this License, references to the "License Term" shall include the original License Term and any extension, renewal or holdover thereof.

3. **License Fee.**

- a. **Guaranteed Minimum Annual License Fee.** From and after the Term Commencement Date, Licensee shall pay to City during each License Year a Guaranteed Minimum Annual License Fee ("GMALF") in the amount of \$12,000 in the first calendar year of this agreement payable in three (3) equal \$4,000 installments no later than the first day of September, October, November. Beginning the second year of this agreement the GMALF will increase to \$20,000 payable in five (5) equal \$4,000 installments no later than the first day of May, June, July, August, and September of each License Year.
- b. **Annual Increase to GMALF.** The GMALF set forth in Section 3.A shall be increased annually commencing on January 1 of each License Year commencing on January 1, 2024 and each License Year thereafter (each of which day shall be referred to as an "Adjustment Date"). Each Adjustment Date shall be numbered in sequence (e.g., First Adjustment Date, Second Adjustment Date, Third Adjustment Date, etc.). Each such annual increase in GMALF shall be determined as follows:

As used in this License, "Index" means the Consumer Price Index for All Urban Consumers (CPI-U) for the Riverside Area, as published by the United States Department of Labor, Bureau of Labor Statistics. The GMALF will be adjusted to reflect the percentage increase (but not any decrease) in the Index for the month of January of the current License Year, compared with the month of January that is twelve (12) preceding such Adjustment Date.

City shall notify Licensee of each annual increase in GMALF, in writing, as soon as reasonably possible following each Adjustment Date. If the Index ceases to be published, is published less frequently, or altered in some other manner, then the most nearly comparable Index or procedure as determined by City will be substituted.

- c. **Percentage License Fee.** In addition to the GMALF hereinabove agreed to be paid by Licensee, Licensee shall pay to City at the time and in the manner herein specified an additional license fee (sometimes referred to herein as "Percentage License Fee") as follows:



- d. **Venue Rental (Venue Spaces around Launch Pointe) Revenue Share** based on annual Gross Sales of Venue related Rental Business:

Gross Sales of Venue Rental Business	Licensee Revenue Share Percentage	City Revenue Share Percentage
\$0 - \$500,000	75%	25%
\$500,001 – \$700,000	70%	30%
More than \$700,000	65%	35%

“ Auxiliary Sales” Revenue Share (based on annual Auxiliary Gross Sales)

Gross Auxiliary Sales	Licensee Revenue Share Percentage	City Revenue Share Percentage
\$0 - \$100,000	30%	70%
\$100,001 – \$200,000	35%	65%
More than \$200,000	40%	60%

Within fifteen (15) days after the end of each calendar month of the License Term, commencing with the fifteenth (15th) day of the month following the Term Commencement Date, and ending with the fifteenth (15th) day of the month next succeeding the last month of the License Term, Licensee shall furnish to City a statement in writing, certified by Licensee to be correct, showing the total Gross Sales made in, upon, or from the Venue Office during the preceding calendar month (or fractional month at the beginning of the License Term if the Term Commencement Date is other than the first day of a month). Licensee shall also furnish to City a statement of the annual Gross Sales of Licensee within thirty (30) days after the close of each calendar year. Licensee shall pay the Percentage License Fee on a monthly basis within fifteen (15) days following the end of each calendar month during the License Term based on a calculation dividing the Lodging Revenue and the Venue Rental Revenue. Monthly payment of the Percentage License Fee will begin the calendar month after the 4th month from the Term Commencement Date.

- e. **Gross Sales.** “Gross Sales” shall mean the amount of revenue received by Licensee in the previous month arising from any Events that were booked by the Licensee on the Venue.

- i. Gross Sales will not be reduced by any franchise, occupancy, capital stock, income, or similar tax based on income or profits. Gross Sales includes gratuities received by Licensee which are written into the agreement between Licensee and Client but does not include tips directly given or handed from Client or guests to Venue Staff or Vendors. For the sake of clarity, in the event of the sale of any personal property or other assets used in or relating to the event venue business (including, but not limited to, décor, linens, computers, printers, desks, furniture, etc.), only the Party that had borne the expenses of the purchase of such personal property or other assets shall be entitled to the proceeds arising from any such sale (and accordingly, such proceeds shall not be included in Gross Sales).

Any deposit accepted and retained by Licensee shall be included in Gross Sales for the month. Each installment or credit sale shall be treated as a



sale for the full price in the month during which such sale is made, irrespective of whether or when Licensee receives payment therefore. Gross Sales shall not include sales taxes, luxury taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed upon the sale of merchandise or services, but only if collected separately from the selling price of merchandise or services and collected from customers. In calculating Gross Sales, there shall be excluded (or deducted if previously reported or included in Gross Sales):

- Cash refunds made to customers in the ordinary course of business;
- Tips and Gratuity handed directly to employees of the Licensee while in the furtherance of their duties.
- Proceeds from the sales of fixtures, equipment, or property which are not stock-in-trade, including bulk sales not in the ordinary course of business;
- Receipts from vending machines used solely by Licensee's employees;
- Goods returned to sources or transferred to or from another store or warehouse owned by or affiliated with Licensee not for the purpose of avoiding the inclusion of the sales price in Gross Sales;
- Sums received in the settlement of claims for loss of, or damage to goods; and
- Sales of gift certificates from the Venue Office, provided, however, any gift certificate redeemed at the Venue Office shall be included in Gross Sales when redeemed.

- f. **Books.** The Licensee shall keep at the Venue Office (and shall require any permitted subtenant to keep at the Venue Office) full, complete and proper books, records and accounts of its daily Gross Sales, both for cash and on credit, of each separate department and concessionaire at any time operated in the Venue Office. The City and its authorized agents and employees shall have the right at any and all times, during regular business hours, to examine and inspect all of the books and records of the Licensee, including any sales and use tax reports or returns pertaining to the business of the Licensee conducted in, upon, or from the Venue Office, for the purpose of investigating and verifying the accuracy of any statement of Gross Sales and to allow an audit of the business of Licensee to be made by a certified public accountant of City's selection. If the statement of gross sales previously made to City is found to be inaccurate, then and in that event, there shall be an adjustment, and one party shall pay to the other on demand such sums as may be necessary to settle in full the accurate amount of such Percentage License Fee that should have been paid to City for the period or periods covered by such inaccurate statement or statements. If such audit discloses an inaccuracy of greater than FIVE PERCENT (5%) error with respect to the amount of Gross Sales reported by Licensee for the period of such report,



then the Licensee shall immediately reimburse City the cost of such audit; otherwise the cost of such audit shall be paid by the City. If such audit shall disclose an under-reporting of Gross Sales of more than TEN PERCENT (10%) with respect to the amount of Gross Sales reported by Licensee for the period covered by such report or shall disclose a consistent or intentional under-reporting of Gross Sales as commercially understood within Licensee's business sector or general accounting standards applicable to Licensee's business, such discrepancy or under-reporting shall be deemed conclusively a material breach of this License and shall entitle City to all of the remedies provided in this License, including the right to terminate the License.

4. **License.** Provided that all of the terms and conditions of this License are fully satisfied, the City hereby grants to Licensee an exclusive license to conduct the Wedding and Events Rental Business within Launch Pointe. The Wedding and Events Rental Business shall only be conducted from the Venue Office. The Licensee shall operate all business operations in accordance with all applicable laws, ordinances, resolutions, policies and rules governing the use of Lake Elsinore. Licensee shall not permit any noxious or offensive activity to be carried on upon any portion of Launch Pointe, nor shall anything be done or maintained on the Launch Pointe which may be or become an annoyance or nuisance. The License is subject to all liens, encumbrances, covenants, conditions, restrictions, rights, rights of way, dedications and other matters of title (whether or not of record) existing on the date of this License.

5. **Licensee's Conditions to Operating the Wedding and Events Rental Business.** Licensee agrees to comply with the following conditions:

- a. **Wedding and Events Rental Business.**

- i. Common Sense Events Inc. shall obtain and maintain a City of Lake Elsinore Business License.
- ii. Tour prospective clients around the Launch Pointe Property
- iii. Licensee shall provide marketing, sales, and operations services for the wedding and events held at Launch Pointe.
- iv. Event Set up, Event Clean up and report on the condition of rental items provided by Launch Point in furtherance of hosting weddings and events at the property.
- v. Licensee shall design, administer and promote the Wedding and Events Rental Business to allow the general public ("Client") to rent the Venue. In order to assure the highest standard of safety to the Participants, Licensee shall require that:

- ☐ Each Participant sign a contract when booking the venue
- ☐ Each Participant completes a "Rules and Regulations" Sheet, detailing a checklist of provisions and allowances while using the property.



- Each Participant complete a walkthrough with a planner or coordinator prior to their event onsite.
- vi. Licensee shall provide all marketing materials, business cards, flyers, and other materials necessary for booking clients at Launch Pointe.
- vii. Licensee shall, in cooperation with the City, maintain web presence for the wedding venue business to continue under the Launch Pointe brand and Licensee's name to maximize customer base, adding the additional watercraft rentals available at Launch Pointe.
- viii. Licensee shall create a maintain separate social media accounts on behalf of Launch Point Venue in furtherance of the Wedding and Events Rental Business.
- ix. Licensee shall establish and maintain a reservation system for wedding venue rental to the general public allowing for advance reservations as determined by Licensee and a priority reservation system for Participants with confirmed guest reservations at Launch Pointe.
- x. With respect to the use of the Venue Office and the Venue Spaces, Licensee shall:
  - Maintain the Venue Office in a condition that matches the level of maintenance of Launch Pointe. The Venue Office and surrounding area shall be free from weathered or tattered equipment and free from trash and debris.
  - Licensee shall grant access to the City to review and inspect the Venue Office with no notice.
  - All temporary advertisement banners must be maintained and free from discoloration and signs of weathering.

**b. Responsibilities of Launch Pointe.**

- i. City shall provide reasonable non-exclusive ingress and egress through Launch Pointe to the Venue Facilities, Spaces, and Office for purposes of operating the Wedding and Events Rental Business.
- ii. Launch Pointe is responsible for all check in/check out and cleaning of overnight accommodations sold by Licensee.
  - Launch Point is responsible for post event cleaning and routine deep cleaning and maintenance of all venue areas (including the kitchen).
- iii. Special Events; Closure.



- iv. Licensee shall notify the Director in writing, at least sixty (60) days in advance, of any special event request.
  - v. City reserves the right to schedule special events in the Lake. Licensee shall be notified of dates and type of event no less than thirty (30) days in advance. Under no circumstances shall City be required to compensate Licensee as a result of such events, provided, however, that City may provide an alternative temporary location upon which to operate the Wedding and Events Rental Business.
  - vi. City reserves the right to close the Lake and/or Launch Pointe or portion thereof without notice for reasons of potential adverse health, safety and other unforeseen situations. Under no circumstances shall City be required to compensate Licensee as a result of such a closure. The City may or may not temporarily relocate operations depending on the conditions of the health or safety concern.
- c. **City's Obligations** Related to the Wedding and Events Rental Business. City agrees to comply with the following conditions: Responsibilities of City.
- i. City agrees to maintain the Venue premises including all venue spaces, Community Hall, and lodging areas in a condition reasonably fit for Events commiserate with the Clients expectations anticipated by this Agreement at all times, including but not limited to Events, walk-throughs, tours, and promotional activities.
  - ii. City agrees to maintain the Venue premises including all venue spaces, Community Hall, and lodging areas in a condition reasonably fit for Events commiserate with the Clients anticipated by this Agreement at all times, including but not limited to Events, walk-throughs, tours, and promotional activities.
  - iii. City shall be solely responsible for paying all charges or assessments for telephone, water, sewer, gas, heat, electricity, garbage disposal, trash disposal, HVAC, and all other utilities and similar services that may be used on, or for the benefit of, Venue (the "Utilities").
  - iv. City shall, at its sole cost and expense, keep, maintain, and repair the Venue and any building and improvements upon the Venue in good and sanitary order and condition (except as otherwise provided in this Agreement) including but not limited to, the maintenance and repair of any doors, glazing, plumbing, pipes, electrical wiring and conduits, and the heating and air conditioning system.
  - v. The City shall, at its sole cost, be responsible for any alterations or improvements to the Venue necessitated as a result of the requirement of any municipal, state, or federal authority.
  - vi. City shall provide and maintain a standard rental item inventory such as tables, chairs, an archway and other items as advised by Licensee to be owned and maintained by Launch Pointe and used in furtherance of the Wedding and Events Rental Business.



- vii. City shall provide the container or containers that comprise the Venue Office.
  - viii. City shall provide storage space for all Rentals at Launch Pointe (either in a container that is part of the venue office or a designated area within Launch Pointe).
  - ix. City shall cooperate with Licensee in marketing and advertising of the Wedding Venue Rentals offered at Launch Pointe, including allowing advertisement of rental operations to be displayed on Launch Pointe Façade.
  - x. City shall provide parking spaces for up to fifty (50) vehicles per Wedding Venue Rental, a list must be provided to Launch Pointe's manager no later than 14 days prior to rental date. If spaces are not adjacent to the Venue Spaces, City will provide shuttles or ADA Compliant transportation for guests to Venue Spaces.
  - xi. City shall provide a golf cart in working condition for exclusive use of the Licensee's employees and representatives while on property.
  - xii. City shall provide access to lodging spaces, RV Rental locations, docks, and other areas onsite for tours and other marketing and promotional activities.
- ☐ **Liens.** Licensees shall not suffer or permit to be filed or enforced against Launch Pointe any mechanics', laborers', materialmen's, contractors', subcontractors' or any other liens arising from any work performed or caused to be performed by the Licensee as a result of the use of the Launch Pointe by the Licensee or the public. Licensee shall pay all such liens before any action is brought to enforce the same against Launch Pointe. City shall have the right to post and maintain on the Launch Pointe such Notices of Non-responsibility as desired by City or as may be provided by law.
  - ☐ **Suspension of Wedding and Events Rental Business.** City may, in the exercise of its discretion, suspend operation of the Wedding and Events Rental Business when the City deems Licensee's operation of the Wedding and Events Rental Business as failing to follow the safety requirements as set forth in Section XXX and/or otherwise needlessly endangering the public's health and safety. In the event of a suspension, City is required to provides full refunds to Clients of the Wedding Venue Rental Business and Auxiliary Sales.
  - ☐ **Inspections.** The City hereby reserves the right to enter upon the Venue Office at any time to inspect, investigate, and survey the Venue Office, as deemed necessary for administration and enforcement of the terms of this License, or to determine the need for any actions necessary for operation of the Wedding and Events Rental Business as provided herein.



- **Independent Contractor.** It is understood that Licensee shall act as and be an independent contractor and shall not act as an agent or employee of the City. Licensee acknowledges that the use provided hereunder is intended by City to result in the access to and enjoyment in the particular water-related activities conducted. Licensee has the sole responsibility for ensuring that the activities are conducted in a reasonable and prudent manner.
- **Compliance with Laws.** Licensee shall comply with all applicable federal, state and local laws, codes, ordinances and regulations. Licensee shall not have any outstanding charges with any local, state, or federal regulatory agencies.
- **Permits.** Licensee represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals which are legally required of Licensee. Licensee represents and warrants to City that Licensee shall, at its sole cost and expense, keep in effect or obtain at all times during the License Term, any licenses, permits, insurance and approvals which are legally required of Licensee. Licensee shall also maintain a City of Lake Elsinore business license.
- **Indemnification; Waiver.** The parties agree and acknowledge that the Watercraft Rental Business which the Licensee will operate may require participants to perform strenuous or exacting physical activities; therefore, Licensee agrees to indemnify and hold City and its employees, officers, directors, agents and contractors (collectively, "City's Representatives") harmless, and to defend City and the City's Representatives with counsel reasonably satisfactory to City, from and against any and all liabilities, losses, actions, damages, obligations, judgments, costs and expenses (including, without limitation, attorneys' fees) (collectively, "Liabilities") which City or any of the City's Representatives may incur or suffer arising out of or in any manner connected with (i) the use of Launch Pointe by the Licensees or the public or (ii) the breach of or failure of Licensee to perform any of Licensees' covenants contained in this License.

## 6. Indemnification

- a. The City shall defend, indemnify, and hold harmless Licensee and Venue Staff against any claims, causes of action, costs, expenses (including reasonable attorney's fees), liabilities, or damages suffered by the City, Clients, Vendors, or Event attendees, arising out of or in connection with any negligent act, intentional misconduct, or breach of this Agreement by the City.
- b. Manager shall defend, indemnify, and hold harmless the City against any claims, causes of action, costs, expenses (including reasonable attorney's fees), liabilities, or damages (i) suffered by the City, Clients, Vendors, Venue Staff, or Event attendees, arising out of or in connection with any negligent act, intentional misconduct, or breach of this Agreement by Licensee (ii) relating to or arising out



of any claim filed or made by any Venue Staff (including, but not limited to, any claims by Venue Staff involving wages, benefits, personal injury, or any other matter) or Vendor.

7. **Force Majeure.** Neither Party shall be responsible for any failure to perform any obligation due to unforeseen circumstances or causes beyond that Party's reasonable control, including acts of God, pandemic situation, war, riot, acts of civil/military authorities, fire, floods, cyber or ransomware attack, or labor strikes; provided that, Licensee shall not be entitled to pay the Guaranteed Minimum Annual License Fee during the period of Force Majeure. The Parties agree that should a force majeure event occur that is of a reasonably short duration of time (relative to the obligations of this Agreement), both Parties shall make good faith efforts to continue the obligations set forth in this Agreement and continue beyond the conclusion of the force majeure event. Should a force majeure event occur that either cannot, or foreseeably may not, subside within a short duration of time, the Parties shall take good faith efforts to wind down the obligations set forth in this Agreement.
8. **Non-liability.** To the fullest extent permitted by law, neither City nor any of the City's Representatives shall bear any responsibility for any Liabilities arising out of or in any manner connected with any person's use of Launch Pointe, and all persons using Launch Pointe do so completely at their own risk.

## 9. Termination

- a. **Termination For Cause by Licensee.** Licensee may terminate this Agreement immediately upon the following:
  - i. The liquidation or dissolution or notice thereof of the City's or Launch Pointe normal business or assignment of the Venue for the benefit of creditors;
  - ii. The filing of a voluntary or involuntary petition under the provisions of the United States Bankruptcy Code or the appointment of a receiver for the property of the City or the Launch Pointe;
  - iii. If the City breaches a material provision of this Agreement and fails to cure said breach within thirty (30) calendar days after receipt by the City of a written notice from Licensee specifying in detail the nature of such breach. If such breach is of the nature that it cannot reasonably be cured within thirty (30) calendar days, Licensee may terminate this Agreement if the City fails to commence to cure such breach within such thirty (30) calendar day period and thereafter to proceed diligently to cure such breach; or
- b. **Termination for Cause by the City.** The Company may terminate this Agreement immediately upon the following:
  - i. If Manager breaches a material provision of this Agreement and fails to cure said breach within thirty (30) calendar days after receipt by Licensee of a written notice from the City specifying in detail the nature of such breach. If such breach is of the nature that it cannot reasonably be cured within thirty (30) calendar days, the City may terminate this Agreement if



Licensee fails to commence to cure such breach within such thirty (30) calendar day period and thereafter to proceed diligently to cure such breach;

- ii. If Manager breaches any warranty or representation contained in Section

**c. Effect of Termination.**

- i. Access to Information. Upon a termination of this Agreement, Licensee shall discontinue providing the Wedding Venue Rental Business services and shall provide all relevant information, including but not limited to Client contracts, Vendor agreements, client event day details, etc., and any final payments related to commissions and other payments to the City within fourteen (14) calendar days.
- ii. Transition of Wedding Venue Rental Business. Upon a termination of this Agreement, the Parties agree that:
  - If the City chooses to terminate the agreement, Licensee shall be entitled to a fee from the City of forty percent (40%) of the total contract price for each Event that occurs after the termination date but which was booked by Licensee prior to the termination date (if such Event(s) booked by Licensee occur(s) in a given month following the termination date, the aforementioned fee for such Event(s) shall be made in one payment within ten (10) days following the end of each such month following the termination date); and
- iii. Continuing Obligations. At termination, neither Party shall have any further rights against, or obligations to, the other Party except with respect to (i) Licensee's obligation to collect amounts due from Clients for the reminder of their payment schedule.

**10. Insurance Requirements.**

- a. **Insurance.** Licensee, at Licensee's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.
  - i. Workers' Compensation Coverage. Licensee shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Licensee shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all



rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Licensee for City. In the event that Licensee is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Licensee shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

- ii. **General Liability Coverage.** Licensee shall maintain commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.
  - iii. **Automobile Liability Coverage.** Licensee shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Licensee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.
- b. **Endorsements.** Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:
- i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Licensee, including materials, parts or equipment furnished in connection with such work or operations.
  - ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.



- iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
    - iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
    - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
    - vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.
  - c. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Licensee shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
  - d. **Certificates of Insurance.** Licensee shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
11. **Image Use and Release.** Licensee may photograph the premises of the Venue Spaces, any Events at Venue Spaces (provided consents as to same are obtained in writing from the applicable Clients and photographers), or other activities at Venue pursuant to this Agreement, and Licensee and the City shall be considered joint copyright owners of such images. The City grants, for the Term of this Agreement, and in accordance with Section 7.15 above, to Licensee the right to reproduce, publish, exhibit, and otherwise use the images created by Licensee hereunder, in conjunction with Venue's name or identity, for Licensee's advertising and marketing purposes, offline and online, including but not limited to usage on Licensee website, blog materials, on promotional materials, and/or other similar marketing materials. Licensee agrees to indemnify, release, and discharge the City from any and all claims arising from image use, including without limitation, defamation, or violation of any right of publicity or privacy.
12. **Amendment.** This License may be amended, modified or terminated only by an instrument in writing executed by Licensee and City agreeing to amend, modify or terminate this License.
13. **Survival.** The obligations under this License shall survive the expiration of the License and the License Term; provided, however, in no event shall Licensee have the right to use Launch Pointe after the expiration of the License Term nor shall the public have the right to use Launch Pointe for such an operation after such time.
14. **Licensee Defaults.** For the purpose of this License, the term "Default by Licensee" shall mean the occurrence of any one or more of the following events:



- a. Failure by Licensee to pay when due any payment of the License Fee or any other sum of money payable under this License, provided that such failure shall continue for a period of five (5) days after the date Licensee receives written notice from City of such failure;
- b. Failure by Licensee to pay any premium for insurance required under this License, or any other sum required to be paid by Licensee pursuant to this License provided that such failure shall continue for a period of five (5) days after Licensee receives written notice from City of such failure or failure by Licensee to maintain any insurance required under this License;
- c. Failure of Licensee to manage, operate, maintain, or use the Venue Office for two consecutive weekends beginning May 1st through September 30<sup>th</sup>;
- d. Commencement of any action or proceeding by or against Licensee under any federal or state bankruptcy or insolvency law or other debtors relief law, whether now or hereafter in force, including (but not limited to) any action or proceeding to have Licensee declared bankrupt and any action or proceeding seeking reorganization of Licensee or seeking an arrangement with all or some of Licensee's creditors, whether or not a trustee or receiver is appointed, provided that such action or proceeding continues without dismissal for a period of ninety (90) days after its commencement;
- e. Appointment, either voluntarily or involuntarily, of a receiver, trustee, keeper, or other person to take possession of all or substantially all of the assets of Licensee, if such appointment and possession continues without dismissal for a period of ninety (90) days after commencement;
- f. Execution by Licensee of an assignment for the benefit of its creditors of all or substantially all of its assets that are available by law for the satisfaction of claims of judgment by creditors of Licensee; or
- g. Failure by Licensee to perform or comply with any other term, covenant, or provision of this License including, but not limited to, the obligation to operate the Wedding and Events Rental Business, not cured within five (5) days after Licensee receives written notice from City of the default (which notice shall specify the particulars of such default), or, in the case of a default reasonably requiring more than five (5) days to cure, not cured within a reasonable time after the giving of such notice, provided that the curing of the default is commenced within the five (5) day period after City gives Licensee notice of such default and is diligently and in good faith pursued and executed to completion.

In the event of any Default by Licensee under this License that is not cured by Licensee within any applicable grace period, and in addition to any and all other rights or remedies of City hereunder, or as provided by law or in equity, City may exercise the following remedies at its sole option:

- h. Termination. In the event of any Default by Licensee, City shall have the right to terminate this License and the License granted herein by giving Licensee written notice of termination. No act by or on behalf of City (such as entry onto the Venue Office by City to perform maintenance and efforts to seek another Licensee), other



than giving Licensee written notice of termination, shall terminate this License. If City gives such notice, this License and the License Term, as well as the license, right, and interest of Licensee under this License, shall wholly cease and expire (except as to Licensee's liability) on the date specified in such notice as if such date were the expiration date of the License Term without the necessity of re-entry or any other act on City's part.

- i. City shall be entitled to recover from Licensee, without limitation, as damages any amount necessary to compensate City for all the detriment proximately caused by Licensee's failure to perform its obligations under this License, or which in the ordinary course of things would be likely to result therefrom, including, without limitation, attorneys' fees and costs; provided, however, the City shall have no right to consequential damages.
- j. Right to Continue the License. City has the right, but not the obligation, to continue this License in effect after a Default by Licensee, and may recover License Fees when due for so long as City does not terminate this License. Upon a Default by Licensee, City's acts of preservation, efforts to find another Licensee, or the appointment of a receiver to protect its interest under this License shall not constitute a termination of Licensee's License interest.

Notwithstanding the foregoing, three (3) or more (consecutive or otherwise) Defaults by Licensee occurring within a 12-month period shall constitute an automatic default hereunder without any further obligation on the part of City in any way and shall entitle City to immediately terminate this License and the License granted herein by giving Licensee written notice of termination.

**15. Default by City.** For the purpose of this License, the term "Default by City" shall mean the occurrence of any one or more of the following events:

- a. Failure by City to provide access to the Venue Office, Venue Spaces, or Rental Storage;
- b. Default or breach by City of any other term, covenant, or provision of this License, other than providing necessary access to the Venue Office to the Licensee, not cured within fifteen (15) days after City receives written notice from Licensee of the default (which notice shall specify the particulars of such default), or, in the case of a default reasonably requiring more than fifteen (15) days to cure, not cured within a reasonable time after the giving of such notice, provided that the curing of the default is commenced within the fifteen (15) day period after Licensee gives City notice of such default and is diligently and in good faith pursued and executed to completion.
- c. If the City breaches a material provision of this Agreement and fails to cure said breach within thirty (30) calendar days after receipt by the City of a written notice from Licensee specifying in detail the nature of such breach. If such breach is of the nature that it cannot reasonably be cured within thirty (30) calendar days, Licensee may terminate this Agreement if the City fails to commence to cure such breach within such thirty (30) calendar day period and thereafter to proceed diligently to cure such breach;



In the event of any Default by City under this License that is not cured by City within any applicable grace period of 48 hours, Licensee shall have all other rights and remedies available hereunder, or as provided by law or in equity, including the right to terminate this License or continue this License in effect, and collect all damages directly and indirectly caused by the Default by City (provided, however, Licensee shall have no right to consequential damages) and the right to enforce specific performance of this License.

16. **Entire Agreement.** This License includes Exhibits A and C which are attached hereto and incorporated by reference herein. This License constitutes the complete exclusive statement of License between the City and Licensee concerning the subject matter of this License and supersedes any and all other prior agreements, understandings, or negotiations concerning such subject matter.
17. **No Automatic Renewal of License.** This license shall not automatically renew.
18. **Construction.** Headings in this License are for convenience only and are not part of this License. When the context so requires, words in the masculine, feminine or neuter gender shall include each other gender; and words in the singular or plural shall include each other. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this License. This License is executed and delivered in the State of California and shall be construed and enforced in accordance with and governed by the laws of the State of California.
19. **Severability.** In the event any portion of this License shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this License and the remaining part of this License shall remain in full force and effect, as fully as though such invalid, illegal and unenforceable portion had never been part of this License.
20. **Controlling Law and Venue.** This License and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this License shall be held exclusively in a state court in the County of Riverside. The Licenses contained herein shall not be construed in favor or against either party, but shall be construed as if all parties prepared this License.
21. **Interest.** Any amounts required to be paid by one party to the other party under this License shall bear interest from the date due until paid at the lesser of the rate of ten percent (10%) per annum or the highest rate permitted by applicable law.
22. **Attorneys' Fees.** If any action is brought to enforce this License, the prevailing party(s) shall be entitled to recover all costs and expenses of the action including reasonable attorneys' fees.
23. **Mediation.** The parties agree to make a good faith attempt to resolve any disputes arising out of this License through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear



the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

24. **Enforcement.** Enforcement of this License may be by any proceeding in law or in equity against any person or persons or entity or entities violating or attempting to violate any of the provisions of this License, and any party enforcing this License may seek to enjoin or prevent such violating party or parties from doing so, may seek to cause any violation to be remedied and/or to recover damages for any violation.
25. **Notices.** All notices or other communications required or permitted under this License shall be in writing and shall be delivered personally or sent by United States mail, registered or certified, return receipt requested, postage prepaid, addressed as set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:                      City of Lake Elsinore  
   Attn: City Manager  
   130 South Main Street  
   Lake Elsinore, California 92530

If to Licensee:                Common Sense Events Inc.  
   Attn: Jonathan Aymin  
   700 Merit Dr  
   San Marcos, CA 92078

Any party may, by notice to the other, designate a different address for notices which shall be substituted for that specified above. All notices and other communications given as provided in this paragraph shall be effective upon receipt.

26. **Counterparts.** This License may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
27. **Authority to Enter License; Administration.** Licensee has all requisite power and authority to conduct its business and to execute, deliver and perform the License. The individual who has signed this License on behalf of the Licensee has the legal power, right, and authority to make this License and to bind Licensee. The City Manager of the City shall execute and administer this License on behalf of the City. The City Manager, or authorized representative, shall have the authority to issue interpretations, waive provisions, enter into amendments and extend the Initial Term of this License. Notwithstanding the foregoing, the City Manager may in his/her sole and absolute discretion determine that any matter in connection with this License will be presented to the City Council.
28. **Prohibited Interest.** Licensee maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Licensee, to solicit or secure this License. Further, Licensee warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Licensee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this License. For breach or violation of this warranty, City shall have the right to rescind this License without liability. For the term of this License, no member, officer or employee of City, during the



term of his or her service with City, shall have any direct interest in this License, or obtain any present or anticipated material benefit arising therefrom.

**IN WITNESS WHEREOF**, the parties have executed this License on the date set forth below.

**“CITY”**

**CITY OF LAKE ELSINORE**, a municipal corporation

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Jason Simpson, City Manager

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CITY ATTORNEY

**“LICENSEE”**

**Common Sense Events Inc**, a California Corporation

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Jonathan Aymin, CEO



**EXHIBIT A**

**SITE MAP**



## **EXHIBIT B**

### **LIABILITY WAIVER & RELEASE AGREEMENT**

I, \_\_\_\_\_ (First, Middle, Last), fully understand that my rental of the Venue and the use of Rental Items at Launch Point exposes me to the risk of personal injury, death or property loss or damage. I hereby acknowledge that I am voluntarily participating in the execution of this contract and agree to assume any such risks.

I hereby release, discharge, hold harmless and agree not to file a lawsuit against Common Sense Events Inc. and/or the City of Lake Elsinore, its officers, agents and employees for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the activity from whatever cause, including the active or passive negligence of Common Sense Events Inc. and for the City of Lake Elsinore or any other participants in the event class.

In consideration for being permitted to participate in the event class, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless Common Sense Events Inc. and/or the City of Lake Elsinore its officers, agents and employees from any and all claims, demands, actions or suits arising out of or in connection with my participation in the event class.

### **RULES AND REGULATIONS FOR LAUNCH POINTE EVENT VENUE**

All users of the Launch Pointe ("Launch Pointe") event venue are required to comply with the following Rules. As a user of the venue (referred to as the "facility") you agree that you and all of your guests, vendors, and anyone allowed at the facility will strictly comply with all of these Rules which are incorporated into and form a material part of the Venue Use Agreement. You acknowledge having received a copy of these Rules and will ensure that you and all of your guests and vendors are aware of and comply with the Rules. If there is violation of the Rules, Launch Pointe may, at its discretion, cancel the reservation, and/or require you to end the event and vacate the facility, in which case you will not be entitled to any refund of any kind or amount.

#### **MUSIC AND NOISE**

Live music or DJ played music is welcome. Music and other noise must be maintained at a reasonable volume. Our facility manager is responsible to read a decibel meter to check the noise level periodically during your event. Launch Pointe reserves the right to require music levels to be turned down or off if, in its discretion, it is too loud, and to cut power to the music set-up area if music does not stop by 10:00 PM. If Launch Pointe receives any complaints from guests, residents or if law enforcement is called to the facility for any reason, you will be charged accordingly. Additionally, you are solely responsible for any fines or fees associated with violating noise regulations.

#### **EVENT COORDINATOR**

Launch Pointe requires all weddings and other events to have an approved professional event



coordinator (also known as a wedding planner or day-of coordinator). Among other things, your event coordinator will be responsible to maintain the timeline and run of show for the event including, if applicable, rehearsal, ceremony and reception, and for assisting vendors with set-up and breakdown. Your event coordinator will be your authorized spokesperson on the day of the event to communicate with the Launch Pointe representative, vendors and others.

The event coordinator is required to be the first vendor at the facility on the event day and to stay the duration of the event and through vendor clean up. Launch Pointe's representative will meet with your event coordinator prior to the beginning of your event to ensure that the facility is ready for your event, and will meet with the event coordinator at the end of the event to ensure that the facility has been cleaned and returned to its original condition, is clear of all persons, property, and vendors, and to assess any possible damages and/or any excessive clean-up necessary. Please be aware that not all damages or additional needed clean up will be visible at the end of the event or your last date of use, so even if everything appears to be in good order, you may be charged for damages and/or excessive clean-up that is subsequently found by Launch Pointe. It is your responsibility, along with your event coordinator, to submit a list of all vendors that will be on site. This list needs to be approved by our venue team no later than thirty (30) days prior to the event date. It is your responsibility to ensure your desired vendor submits all insurance and signs a vendor liability waiver on time.

### **ALCOHOL RESTRICTIONS**

All alcoholic beverages must be served by your caterer's licensed bartending service or a licensed/insured bar service. Beer, wine, and distilled spirits may be served, but shots, or "neat" drinks are not permitted. Any/All alcohol service must be hosted, cash bars are not allowed. All alcohol service must stop by 9:30 PM. A minimum of two (2) bar tenders are required when distilled spirits are served. No self-service of alcohol is allowed. Guests are not allowed to bring their own alcohol to the facility, or consume any alcohol not served by a bartender. Underage drinking of alcohol is strictly prohibited. You must ensure that no person at the facility consumes alcoholic beverages if he or she is under age twenty-one (21). You are responsible for complying with all government rules and regulations related to the consumption of alcohol including, but not limited to, having IDs checked appropriately to ensure that all persons consuming alcohol are of legal age. If anyone under age twenty-one (21) will be present at the event and alcoholic beverages will be served, you must require the bartending service vendor to check IDs to prevent underage drinking. Launch Pointe reserves the right to require that all persons consuming alcohol show a valid ID to prove they are of legal age, and that those who are not of legal age or who don't have a valid ID will not be permitted to consume alcoholic beverages. If underage alcohol consumption occurs, or anyone is becoming intoxicated or acting unruly, Launch Pointe reserves the right to evict you and/or your guests, close the bar and/or stop the event without notice and without any refund to you.

### **SMOKING AND DRUGS**

Smoking and vaping are strictly prohibited by all guests on the property. Designated smoking areas are OUTSIDE the property gate. The use or possession of any illegal drugs or substances is strictly prohibited. No drugs, illegal substances, hard alcohol or marijuana may be consumed at any time or brought into the facility.

### **FIREARMS AND WEAPONS**

Possession of any firearms, or weapons are prohibited at the facility.

### **ROADS AND PARKING**

Roads must be limited to speeds less than 5 mph. Roads must be driven carefully to avoid



plants, signs, and sprinklers. Any damage will be added to the customer's bill. Parking for overnight guests is XXXX. All additional vehicles will need to park XXX or in the event parking area assigned prior to event day. You and your guests must park in the designated area. If you prefer valet parking please arrange. Launch Pointe is not responsible for loss or damage to any vehicles or their contents.

### **PROPERTY SURVEILLANCE**

The entire property is under external building video surveillance. All guests need to be aware of this form of video surveillance and understand their presence on the Launch Pointe premises constitutes an acknowledgement and agreement to potentially be recorded.

### **IN-HOUSE RENTALS**

You will be responsible to pay for any damages occurring to the Launch Pointe provided rental tables, chairs, heaters, and any other Launch Pointe property you use during the duration of your event.

### **CANDLES, SPARKLERS AND FIREWORKS**

Candles with real fire, sparklers, and fireworks are NOT allowed in doors. Failure to comply will result in an immediate fine of \$1,000 and a citation by the local authorities.

### **DECORATIONS**

No pins, nails, screws, staples or penetrating items are to be used to install decorations. Low tack tape or floral wire may be used, or free standing decorations are preferred. Nothing may be applied to floors. You will be responsible to pay for any damage caused from decorations. No sparklers, open flames, fireworks, floating sky lanterns, tiki torches, balloons, paper streamers, silly string, small crystals or stones, rice, confetti, birdseed, potpourri, glitter, sand or any substance that causes litter or debris is permitted. The use of fog, haze, smoke or bubble makers is not permitted. Rose petals are permitted on the ceremony area only, and must be picked up immediately after the ceremony. Confetti MUST be biodegradable, but the use of flower seeds is prohibited.

### **DRONES**

Your vendor team is allowed to record the event via drone. You are responsible for any damages done to the drone, facility or any property by the drone by guests, vendors, or anyone allowed at the facility operating the drone.

**SUPERVISION OF MINORS.** Any minors (under age 18) present at the facility must be supervised by responsible adults at all times. Please note that Launch Pointe is XXXX acres of lakes, boating facilities, RV Parks, and other extreme terrain and minors and pets must be supervised especially after dark.

### **PETS**

Pets are allowed, but must be leashed at all times. Service dogs are permitted, but must wear their official Service Dog vest at all times. You are responsible for cleaning up after all pets at the facility and you accept all responsibility and liability for your pet, as this is an outdoor lake environment with wildlife that often poses a threat to household animals. Pets are not permitted inside the XXXX Venue Space.

### **CATERING**

All food, linens, glassware, flatware, china and other cooking and serving pieces must be supplied



by your caterer or other approved vendor. Under no circumstance may you bring food to the facility except for cakes or desserts. All catering operations must be self-contained with hot boxes or have the ability to prepare and cook food within our onsite kitchen or a vendor built catering tent. A walk-through with a Launch Pointe representative, the event coordinator, and the caterer is mandatory at the conclusion of the event. Caterers are required to wipe down and/or mop up all areas where food has been present. All trash, including separate recyclables must be collected, properly bagged, and placed in dumpsters on site. You will be charged additional fees for failure to remove trash or properly clean..

### **KITCHEN**

If our kitchen is used, it must be left in the same state it is found. All food must be removed from all kitchen areas. A cleaning fee of \$500 will be charged if the kitchen is left dirty, sinks are clogged or food is left in any areas. If there is damage to equipment, you will be charged the repair or replacement cost.

### **RESTROOMS**

Restrooms are located inside the Community Center They will be stocked and maintained throughout the event.

### **PROPANE HEATERS**

Propane heaters may be used in unenclosed, well-ventilated areas and must be supplied by a vendor at your expense.

### **INTERNET & CELL SERVICE**

Due to Launch Pointe's remote location, internet and cell service are not guaranteed while on property and cell service in general is spotty at best. Please inform your vendors when you book/contract with them that they will not be able to rely on cell service or internet while on property.

### **VENUE HOURS**

Unless there has been approval in writing, access to the property is prohibited prior to 9am or after 12am (midnight). This means that all vendors, guests and clients must be out of the venue areas midnight.

### **VENUE USE**

Please keep activities and venue access to designated event areas, including designated pathways, photo spots, vendor prep areas etc.

### **REHEARSALS**

Rehearsal specific dates are not guaranteed. It is at the discretion of the venue manager to schedule rehearsal based on venue availability. We do our best to accommodate your preferred date and time but we may have to adjust based on other events happening on property. Please note that we include a rehearsal walkthrough in the venue rental fee, rehearsal dinners need to be booked separately.

### **WEATHER**

You are responsible to make appropriate accommodations based on the forecasted weather at your own expense. We recommend you talk about rain and inclement weather back up plans with your wedding planner and vendors if you plan to have any of your event outdoors. No refund will be given for inclement weather.



**LAUNCH POINTE PERSONNEL**

Your onsite venue team may include, but is not limited to, a venue representative to open and close the venue and be your point of contact for all venue related questions or issues, and a facility representative to set up all venue provided rentals. They are there to make sure the venue functions for your event. The venue does not provide any personnel to pick up trash or clean, serve food or drinks, set up or take down decorations or any other items you, your wedding party, guests or contracted vendors brought on property. Please ensure that you hire enough staff to cover all set up, tear down and clean up for your event. Although we require a wedding planner, ultimately, you are responsible for all persons on property, maintaining the properties integrity and leaving the property in the same condition prior to the start of your venue use.

I HAVE CAREFULLY READ THIS RELEASE/HOLD HARMLESS AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND I SIGN IT OF MY OWN FREE WILL.

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

\_\_\_\_\_

Signature

\_\_\_\_\_

Parent/Guardian if under age 18



