

EVENT LICENSE AGREEMENT

This Event License Agreement together with the attached Terms and Conditions of Event License (collectively, this "**Agreement**") is made and entered into by and between Moments, LLC, a Nebraska limited liability company ("**Moments**"), and the undersigned licensee ("**Licensee**").

EVENT INFORMATION

LICENSEE DETAILS

Licensee (Individual or Entity Name): _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person (Name and Title): _____

Phone: _____ Email: _____

EVENT DETAILS

Event: _____

Event Date: _____

Entrance Time: _____

Final Exit Time: _____

NOTE: Time is based on 1 day/evening event, which is inclusive of load-in and load-out. Additional time, if needed or requested, is subject to additional fees (it is understood that your event may be shorter).

CHARGES

A "Fee Schedule" outlining the fees and costs for the event is attached to this Agreement as Exhibit A. This Fee Schedule is subject to revision at any time as details of Licensee's Event are modified or changed.

EXECUTION

This Agreement is effective upon the latest to occur of (1) execution by Moments and (2) payment of the Date Hold Fee.

Acknowledged and Agreed by Licensee: _____ Date: _____

Acknowledged and Agreed by Moments: _____ Date: _____

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TERMS AND CONDITIONS OF EVENT LICENSE

1. **Event Information.** The Event Information set forth and any Exhibit attached hereto are each incorporated into herein by reference for all purposes.

2. **License; Capacity.** Moments hereby grants to Licensee a limited and revocable license (the "License") to use the event space located at 905 North Juniata Ave, Juniata, NE 68955 (the "Event Space") for the Event. The License permits the Licensee to use the Event Space only for the Event on the Event Date during the Event Time, subject to, and upon all of the terms, covenants, and conditions contained in this Agreement. The License is not, under any circumstances, coupled with an interest in the Event Space. Licensee acknowledges and agrees that no more than [Eighty] (80) individuals in the aggregate will occupy the Event Space at any given time.

3. **Permitted Use; Moments' Access.** Licensee is authorized, pursuant to the License set forth in Section 2 above, to use the Event Space for the Event and for no other purpose. Licensee may not use the Event Space in any manner that may result in increased insurance premiums for Moments with respect to the Event Space or render such insurance void. Moments may enter the Event Space at any time, without consent of Licensee, for any reasonable purpose, including any emergency that may threaten damage to the Event Space, or injury to any person in or near the Event Space.

4. **Event Date and Event Time.** The Event will be held on the Event Date between the Entrance Time and the Final Exit End Time. No access to the Event Space will be allowed prior to the Event Time, unless Licensee receives prior written authorization from Moments.

5. **Deposits and Fees.** A non-refundable fee in the amount of [Fifty] Dollars (\$50.00) to hold the Event Date (the "Date Hold Fee") is due and payable to Moments upon the execution of this Agreement by Licensee. The Date Hold Fee will be applied toward the total License Fee. The balance of the License Fee will be due and payable no less than fourteen (14) days prior to the Event Date.

A refundable security deposit fee in the amount of One Hundred Dollars (\$100.00) (the "Damage Deposit") is also due and payable to Moments upon the execution of this Agreement by Licensee. Moments shall refund the Damage Deposit to Licensee within seven (7) business days after the Event Date, without interest, and less any set off for damages caused by Licensee's Event.

Cancellation at any time by Licensee will result in the forfeiture of the Date Hold Fee and Damage Deposit.

6. **Payments.** All Fees must be paid in cash, check, or Venmo. Any failure to pay any amounts owed in accordance with this Agreement will constitute a default of this Agreement, upon which Moments may elect, to terminate this Agreement. In the event Moments, its members, managers, officers, employees, volunteers, agents, contractors or contracted vendors are required to file any action in court in order to enforce any provisions of this Agreement, Licensee is responsible for all reasonable attorney fees, court fees, and costs of suit incurred, including all collection expenses and interest due.

7. **Alcohol Use.** The sale and consumption of alcohol in or about the Event Space is strictly prohibited unless Licensee receives Moments' prior written consent, which shall be conditioned upon the following: (i) all alcohol consumed on or about the Event Space must be served, sold and controlled by a person or entity licensed by the State of Nebraska to sell and/or distribute alcoholic beverages, (ii) Licensee agrees to follow all rules applicable to the service and consumption of alcoholic beverages set forth by Nebraska law, regulation or local rule or ordinance, and (iii) Licensee indemnifies, defends and holds harmless Moments, its members, managers, employees and agents from any and all damages, liabilities, actions, suits, claims, costs (including reasonable attorneys' fees), penalties, or expenses arising out of or in connection with, in whole or in part, directly or indirectly, the sale and consumption of alcohol.

8. **Site Decoration.** No nails, screws, staples, or penetrating items may be used on indoor and outdoor walls, wood, or other fine surfaces. All tape and gummed backing materials must be properly removed by Licensee and any damage to walls, wood, or other fine surfaces will be repaired by Moments, the cost of which will be deducted from the Damage Deposit. No open flames are allowed at any time inside the Event Space, which includes candles for ambiance as well as open flames used for warming plates or other catering equipment.

9. **Conduct and Noise.** Smoking or Vaping in the Event Space, loitering, physical violence, gambling, or illegal activities is not permitted and will not be tolerated. Licensee agrees to control the noise level at the Event such that it does not create a disturbance. Violation of these rules will be grounds for immediate expulsion from Event space and conclusion of license. In such event, Licensee is not entitled to a refund of any fees.

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10. Condition of the Event Space. The Event Space will be provided to Licensee in a broom clean condition at the Entrance Time. At the Final Exit Time, Licensee is required to return the Event Space to the same broom clean condition in which it was received. (See cleaning Check List) If any repair and/or excessive cleaning is needed at the Event Space by reason of the Event to bring the Event Space to the same or similar condition as delivered to Licensee: (i) the Damage Deposit will be applied by Moments to the costs of such repair and/or cleaning; (ii) any portion of the Damage Deposit in excess of the application described in subparagraph (i) herein must be returned to Licensee; and (iii) if the Damage Deposit is insufficient to reimburse Moments for such costs, Licensee will be responsible for any deficiency, which will be payable to Moments within three (3) days after Licensee's receipt of written demand for the same. This Section survives termination of this Agreement.

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE EVENT SPACE IS PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE EVENT SPACE IS WITH LICENSEE. ALL WARRANTIES WITH RESPECT TO THE EVENT SPACE AND ANY SERVICES OR THIRD-PARTY SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR USE OR PURPOSE ARE DISCLAIMED.

11. Lost and Found; Rules and Regulations.

(a) Moments bears no responsibility for personal effects and possessions left in the Event Space or on the premises during or after any Event. Moments will maintain a lost and found for items it recovers, will attempt in good faith to notify Licensee of any recovered items in its lost and found, and will hold such items up to ten (10) days.

(b) In addition to the terms and conditions of this Agreement, Licensee acknowledges and agrees that Moments may, from time to time, establish reasonable rules and regulations governing the use of the Event Space in its sole discretion. Licensee hereby agrees to comply with any such rules, regulations and procedures.

12. Compliance with Laws. Licensee will, and will cause the Licensee's Service Providers, if any, to comply with all applicable laws and obtain any and all required permits and licenses necessary to use the Event Space. Licensee may not, and may not permit the Licensee's Service Providers to, use the Event Space in any manner that would violate local, state, or federal laws or regulations related to Licensee's use of the Event Space.

13. Indemnification. Licensee hereby agrees to indemnify, defend, and hold harmless Moments, its officers, members, managers, employees, and agents, from any and all damages, liabilities, actions, suits, claims, costs (including reasonable attorneys' fees), penalties, or expenses arising out of or in connection with, in whole or in part, directly or indirectly: (a) the occupancy or use of the Event Space, sidewalks, and other appurtenances to the Event Space, by Licensee, Licensee's Service Providers (if any), or any other invitee of the Event; (b) any acts, errors, or omissions on the part of Licensee, its officers, directors, employees, or agents, including, without limitation, any of Licensee's Service Providers (if any); or (c) the sale. This Section survives termination of this Agreement.

14. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT AND REGARDLESS OF THE FORM OF ACTION, WILL MOMENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR MOMENTS' USE OF THE EVENT SPACE, EVEN IF MOMENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT AND REGARDLESS OF THE FORM OF ACTION WILL MOMENTS' LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT LICENSEE HAS PAID TO MOMENTS HEREUNDER.

15. Force Majeure.

(a) "Force Majeure Event" means any of the following events: (i) acts of God; (ii) floods, fires, earthquakes, explosions, or other natural disasters; (iii) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; (iv) governmental authority, proclamations, orders, laws, actions, or requests; (v) embargoes or blockades; (vi) epidemics, pandemics, or other national or regional public health emergencies; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (viii) shortages of supplies, adequate power, or transportation facilities; and (ix) other events beyond the control of Moments.

(b) In the event Moments is unable, on or after the occurrence of a Force Majeure Event, to make the Event Space available to Licensee on the Event Date for the purpose set forth in this Agreement, Licensee will have the option of choosing an alternate date to hold the Event (the "Alternate Event Date"), at no extra charge to Licensee. If Licensee chooses an Alternate Event Date that is reasonably acceptable to Moments, then the Alternate Event Date will replace the Event Date for the purposes of this Agreement, and all rights and obligations under this Agreement will remain binding on the parties hereto. If: (i) Licensee does not elect to choose an Alternate Event Date; or (ii) Moments and Licensee cannot

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agree on an Alternate Event Date, this Agreement will terminate and Moments must within a reasonable time after the termination of this Agreement, refund the Damage Deposit and any portion of the Fees received by Moments from Licensee hereunder. In neither instance will Moments be liable for any additional costs, expenses, or damages suffered by Licensee (over and above the Fees) arising out of the rescheduling or cancellation of the Event pursuant to this Section.

16. Revocation of License. Moments may revoke the License at any time. Moments' right of revocation is limited to the following events: (a) nonpayment of Fees by the applicable due dates; (b) breach of this Agreement by Licensee; or (c) the Event is of a nature that Moments finds subjectively inappropriate. If Moments revokes the Agreement because of subsection (c) herein, Moments must refund the Damage Deposit and such amount of the License Fees as has been paid to Moments. In all other events, Moments may retain all amounts paid to Moments (including but not limited to the Damage Deposit) as liquidated damages and not as a penalty.

17. Miscellaneous. This Agreement shall be governed, construed, and interpreted in accordance with Nebraska law, without regard to conflict of laws principles. The parties agree to the exclusive jurisdiction of the District Court of Adams County, Nebraska. This Agreement, together with all Exhibits hereto and documents referenced herein, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior contracts, agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Any amendment to or waiver of this Agreement or any of the rights or obligations created herein shall be in writing and signed by all parties. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Licensee may not assign this agreement, nor any of the rights, interests, or obligations contained in this Agreement, without the consent, in writing, of Moments. Any purported assignment without such written consent shall be void. Nothing in this Agreement is intended to confer any rights or remedies on any third persons nor is anything herein intended to relieve or discharge the obligation or liability of any third persons to any party hereto. The provisions of this Agreement are declared severable so any invalidity or unenforceability of any provision or application of this Agreement shall not affect other lawful provisions and applications, and any invalid or unenforceable provision shall be reformed to carry out the parties' intentions. Time is of the essence of this Agreement. This Agreement may be executed in one or more counterparts and may be delivered electronically, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

MOMENTS, LLC
Cleaning Check List

- **Make sure BOTH doors are and remain unlocked during entire event.**
- **Bag all trash and place in dumpster on back patio.**
- **Replace trash bags in large trash cans.**
- **Pick up trash outside of building.**
- **Remove and dispose of all decorations.**
- **Remove all food and beverages, ect. from refrigerators and microwaves.**
- **Clean any food or drink spills from all counters, tables, and prep areas.**
- **Make sure bathrooms are presentable.**
- **Make sure BOTH doors are locked when event is completed.**