

FACILITY USE AGREEMENT

The Champagne Penthouse, LLC

This Facility Use Agreement (this "Agreement") is entered into this ____ day of _____, 20____, between **The Champagne Penthouse, LLC**, an Oklahoma Limited Liability Company (the "Provider") AND _____ (the "Authorized User")

Authorized User contact name: _____

Authorized User mailing address: _____

Authorized User contact phone: _____ Fax: _____

Authorized User Email: _____

WHEREAS, Authorized User desires to rent and use The Champagne Penthouse, located at 301 NE 4th Street, Unit 16, Oklahoma City, OK 73014 (the "Event Space") for the purpose set out herein below, and Provider desires to make such space available to the Authorized User for the purpose and for the time period set forth herein below.

NOW THEREFORE, for and in consideration of the following mutual promises, covenants, and conditions, the parties hereto agree as follows:

1. FACILITIES USE:

A. Provider does hereby grant to Authorized User, subject to the terms and conditions set out in the Agreement, the right, license and permission (the "Permission") to use the Event Space on _____, _____, 20____, for the following use (the "Event") and no other purpose other than the following:

Event Space: From ____ am/pm until ____ am/pm (Set up time begins at _____ and the space shall be cleaned up and all items of Authorized User picked up by _____.

Number of adult guests (21 and over) _____

Number of guests under the age of 21 _____

Event Name: _____

Event Purpose: _____

2. PAYMENTS/DEPOSITS:

A. The Authorized User shall pay to Provider the sum of \$_____, plus all charges for services or equipment requested by the Authorized User or required to be furnished by the Provider for the Event.

B. The Authorized User shall, on or before the following dates, pay to the Provider the required amounts as specified herein:

DEPOSIT AMOUNT: 1st Payment Amount: \$_____ Due _____, 20____

2nd Payment Amount: \$_____ Due _____, 20____

All payments are to be made payable to The Champagne Penthouse, LLC

C. Failure to make deposits or other payments as set forth in this Agreement shall constitute an immediate breach of this Agreement by the Authorized User. It is hereby agreed that in such case the Provider will retain any deposits or other amounts previously collected, and that such amounts will constitute reasonable liquidated damages. All deposits will be credited against the total owed by the Authorized User when the Event is invoiced by the Provider. Costs and rental fees, if any, still owed by the Authorized User are due immediately upon receipt of the invoice.

3. INDEMNIFICATION:

The Authorized User shall conduct its activities in the Event Space and upon the premises so as not to endanger any person or animal lawfully thereon. The Authorized User agrees to defend, indemnify, save and hold harmless The Champagne Penthouse, LLC and its officers, agents, servants, employees, partners, managers and owners, including volunteers, from and against any and all claims, demands, expenses (including, without limitation, the payment of reasonable attorneys' fees and costs in connection with the defense of the matter, if necessary) and liability arising out of injury or death to any person or animal or the damage, loss, or destruction of any property which may occur or in any way grow out of any breach, act, or omission of the Authorized User, or his, her, or its agents, servants, employees, and invitees. This indemnification shall apply and be in force regardless of defenses or immunities available to any of the indemnitees under the Oklahoma Statutes or any other statute or rule of law applicable thereto. This Agreement shall be governed by the laws of the State of Oklahoma and shall be enforceable in the county of Oklahoma.

The Authorized User shall investigate, handle, respond to, provide defense for, and defend any such claim, demand, or cause of action at its sole expense, even if the claim, demand or cause of action is groundless, false, or fraudulent.

The Authorized User hereby assumes full responsibility for the acts and conduct of all its employees, agents, servants, hired agents, volunteers, or invitees admitted to the Event Space and the premises and agrees to pay damages for any damage to the facility, the premises or the animals located thereon resulting from the Authorized User's use or occupancy of the premises and the Event Space, or from the above-listed persons participating in or attending the Event.

4. RELEASE:

The Authorized User assumes the risk in using the Event Space and the premises and equipment therein, whether such equipment is specifically described or not. The Champagne Penthouse, LLC shall not be liable for any damages to property or for personal injuries sustained by the Authorized User or any of his, her, or its agents, contractors, employees, patrons, performers, invitees, or guests, in or about the Event Space or the premises, including parking areas, or other areas of Block 42 (with the exception of acts which are determined to constitute willful conduct or gross negligence on the part of the Provider, its officers, agents, servants, employees, partners, managers, owners, or volunteers.) The Authorized User assumes full responsibility for any property damage or injury which may occur to the Authorized User and his, her or its agents, contractors, employees, patrons, performers, invitees or guests in or about the Event Space or the premises, and the Authorized User does hereby fully and forever release and discharge The Champagne Penthouse, LLC, its officers, agents, servants, employees, partners, managers, and owners, including volunteers, in both their individual and official capacities, from any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the use by the Authorized User of the Event Space or any other portion of the premises, parking areas, or other areas of Block 42 and any equipment thereof or contained therein, whether specifically described in this Agreement or not.

5. COMPLIANCE:

- A. Provider requires full compliance by the Authorized User with all federal, state and local statutes, ordinances, and regulations including but not limited to the Rules and Regulations of Block 42 (the "Regulations") applicable to any and all activities conducted within the premises and the Event Space and the Authorized User shall fully comply with all such Regulations.
- B. Provider retains and does not relinquish the right to issue and enforce such rules and regulations and directives as Provider may deem necessary for the safe, orderly, and commercially sound operation of the facility. Any of Provider's employees and agents may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties. Provider reserves the right to eject any objectionable person or persons from the premises, and upon the exercise of this authority by Provider, its agents or security guards, the Authorized User, on behalf of itself. The Champagne Penthouse, LLC, its agents and employees, hereby waive any rights and all claims for damages against The Champagne Penthouse, LLC arising from such occurrences. The Authorized User agrees that it will not allow any person at, in, or about the facilities who shall, upon reasonable non-

discriminatory grounds, be objected to by Provider. Such person's right to use the premises may be revoked by Provider. Unless otherwise specified in writing, Provider reserves the right to schedule other events similar to and contemporaneous with that of the Authorized User both before and after the date of this Agreement without notice to the Authorized User.

6. PAYMENT TO CONTRACTORS AND CATERER:

All charges for contractual labor, service connections, food and beverages, and any other goods or services due the Caterer, independent contractors, and concessionaires for the Event must be paid in full by the Authorized User and the Provider shall not have any obligation or liability with respect thereto.

7. LEGAL RECOURSE; WAIVER OF RIGHTS:

In the event Authorized User violates any of the terms or conditions of the Agreement, Provider shall have, in addition to any other legal recourse available to it, the right to terminate the Agreement and obtain possession of the Event Space or any other part of the premises, and to remove and exclude the Authorized User without service of notice and without any legal liability on the part of any of Provider. The failure of either party to enforce any provision of this Agreement shall not constitute and shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

8. SUBLETTING AND ASSIGNMENT:

The Authorized User shall not sublet the Event space, nor assign, hypothecate, or mortgage this Agreement or any of right hereunder, without the express prior written consent of Provider.

9. LIENS AND ATTORNEY FEES:

The Authorized User agrees to pay promptly all sums owed third parties incidental to the use and occupation of the premises and the Event Space authorized herein and to promptly discharge and hold harmless from any and all claims, demands, and liens of whatever character arising by reason of contract, expressed or implied, or negligence, or any other act of commission or omission on the part of any person other than The Champagne Penthouse, LLC. The Authorized User agrees that in the event the Provider retains an attorney to pursue collection of any sums owed to it under the Agreement, the Authorized User will be liable for all reasonable attorneys' fees and expenses incurred by the Provider in such efforts, plus costs of court and legal interest accruing from the date of demand until paid.

10. NO THIRD PARTY BENEFICIARIES:

Nothing in this Agreement shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties that this agreement shall not be construed as a third party beneficiary contract.

11. ENTIRE AGREEMENT:

The parties hereto acknowledge that this Agreement constitutes the entire Agreement between them and that there are no other representations, warranties or agreements, written or oral, between them regarding the subject matter hereof.

12. AMENDMENT AND WAIVER:

The provisions of this Agreement may be amended and waived only with the prior written consent of The Champagne Penthouse, LLC through its Manager, Kevin A. Easley or his successor.

13. FORCE MAJEUR:

In the event the obligations of either or both the Authorized User and Provider under the Agreement be delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, binding order of court for administrative body of competent jurisdiction, or by any law, ordinance, rule or regulation which becomes effective after the date of this Agreement, or any other cause beyond the reasonable control of the party or parties affected, no liability shall attach to the party or parties affected thereby. In such case, neither party to the Agreement shall have any claim for damages against the other, and

Provider shall have no obligation to refund [except that Provider shall refund one-fourth of sums paid by the Authorized User] deposits in advance of services.

14. BINDING EFFECT:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. The Agreement must be executed by an authorized principal or agent of the Authorized User.

15. ENTIRETY OF AGREEMENT, SEVERABILITY:

It is understood and agreed that Provider makes no representation or agreement, oral or otherwise, outside the terms of this Agreement. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be held to be invalid or unenforceable, the remainder of this Agreement and the application of any term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be effected thereby, and all other terms shall be valid and enforceable to the fullest extent permitted by the law.

16. CANCELLATION:

The Authorized User acknowledges and agrees that all payments or other deposits made under this Agreement are nonrefundable and shall be forfeited to Provider in the event that the Authorized User cancels the Event. Unless the Authorized User submits written notice of cancellation of the Event to Provider on or before 15 days prior to the date of the Event, the Authorized User shall be liable to Provider for all losses to it because of lost rental fees and/or lost commissions reasonably anticipated from the holding of the Event. Regardless of the date of cancellation, all charges for labor, service or equipment already performed or used shall be deducted from deposits made, or shall be paid directly by the Authorized User.

17. NOTICE:

Except as provided to the contrary in this Agreement, all notices and communications required or permitted under this Agreement must be made in writing and sent to the attention of Kevin A. Easley at The Champagne Penthouse, LLC, 1307 S Boston Avenue, Tulsa, Oklahoma 74119 (Fax 918-587-9250) to be deemed effective under this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date first written above as follows:

<hr/> Authorized User	<hr/> The Champagne Penthouse, LLC Provider
<hr/> Signature <i>I have read and agree to these terms and conditions; I certify that I am authorized to sign this Agreement as or on behalf of Authorized User.</i>	<hr/> Kevin A. Easley, Manager The Champagne Penthouse, LLC 1307 S. Boulder Ave Tulsa, OK 74119
<hr/> Date	<hr/> Date