



BUILDING CONTRACT – GENERAL TERMS AND CONDITIONS

The parties agree that the following general terms and conditions shall apply:

1. Condition of Facility. User acknowledges (i) that it has inspected the Facility; (ii) that the Facility is acceptable to User in its present “AS-IS” condition, and (iii) that the Facility is suitable for the conduct of User’s Event. JLGL makes no representations or warranties as to the suitability of the Facility for User’s intended use. Furthermore, JLGL is allowing User to use the Facility in its current “as-is, where-is, with all fault” condition, and that JLGL is not required to make any repairs or renovations whatsoever to the Facility for User’s Event.

2. Default by User. If User defaults in the performance of any of the terms and conditions of this Agreement (other than damage in or to the Facility), JLGL may terminate this Agreement. Any Down Payment paid to JLGL shall be retained by JLGL and shall be considered as payment of mutually agreed to liquidated damages for the default, and not as penalty. In the event the default by User consists of damage in or to the Facility, the Junior League may immediately terminate User’s event (if ongoing), retain the Damage Deposit and if the amount of damages exceeds the deposit, User shall be fully liable for the total amount of Damages to the Facility. The total amount of Damages to the Facility, less the Damage Deposit amount, shall be payable to JLGL upon demand. All sums due and owing to JLGL under this Agreement shall be invoiced to the User at the address set forth on the first page hereof, and shall bear interest at the rate of one and one-half percent (1.5%) per month, eighteen percent (18%) per annum, from the date which is ten (10) days after the invoice is mailed until the date of payment.

3. Indemnification. To the fullest extent permitted by law, User shall indemnify, defend, and hold harmless JLGL, its officers, directors, members, agents, representatives, employees, attorneys, independent contractors, legal representatives, successor, and assigns (the “JLGL Indemnitees”) from and against:

(a) any and all claims (including negligence) of any persons (including, without limitation, User’s employees, invitees, customers, attendees, suppliers and shippers) arising out of or resulting from User’s Event, the use or occupancy of the Facility by User, the conduct of User’s business or any activity, work or thing done, which occur or are permitted or suffered in or about the Facility or elsewhere;

(b) any breach or default in the performance of any obligation on User’s part to be performed under the terms of this Agreement;

(c) User's violation of any law, rule, regulation, statute or ordinance, including without limitation, any copyright trademark, intellectual property, health and safety violations; and,

(d) any and all costs, attorney's fees, court costs, expenses and liabilities actually incurred by any such person in the defense of any such claim or any action or proceeding brought thereon, including costs of appeal, settlement or defense. If any action or proceeding is brought against JLGL or the JLGL Indemnitees by reason of such claim, User, upon written notice from JLGL, shall defend the same at User's sole expense, using counsel reasonably satisfactory to JLGL in its reasonable commercial discretion, and JLGL shall cooperate with User in such defense, except that JLGL shall not be required to pay any fees or contribute any sums or incur any expenses as a result of such cooperation, and, if JLGL is required to pay fees, contribute sums, or incur expenses, JLGL shall be reimbursed therefore within ten (10) days of JLGL's written request for such reimbursement. User, as a material part of the consideration for the use of the Facility under this Agreement, hereby assumes all risk of damage to property of User or injury to persons in or about the Facility arising from any cause indemnifiable by User hereunder; and User hereby waives all claims in respect thereof against JLGL.

4. Event Insurance. If Event Insurance is required by the Specific Terms and Conditions of this Agreement, User, at User's sole expense, shall provide and keep in force, for the benefit of JLGL and User, respectively, commercial general liability insurance on the Facility for the term of the Event and during any other periods in which JLGL may allow User or User's authorized representatives, caterers, suppliers, employees, or independent contractors access to the Facility, naming JLGL and User as insureds, with a minimum single limit of One Million Dollars (\$1,000,000.00) on account of bodily injuries to or death of any person and on account of damage to property, each on an occurrence basis. The insurance shall protect JLGL and User, jointly and severally, against any and all claims for injuries to or death of persons, and for damage to, destruction of, or loss of use of property occurring in, upon, or about the Facility. Such insurance shall be issued by an insurance company having at least an A-rating and in form satisfactory to JLGL. A certificate shall be furnished to JLGL prior to the commencement of the Event.

If User is a business which is required to provide worker's compensation insurance, at all commercially reasonable times during the term hereof, User shall keep in force, at its own expense, worker's compensation insurance for all employees of User.

If User's Event is a business related event that may be insured, User shall obtain commercially reasonable business interruption insurance.

Neither JLGL nor User shall be liable to the other for any business interruption, or for any loss of or damage to property or injury to or death of persons occurring in, upon, or about the Facility or in any manner arising out of or connected with User's use and occupancy of

the Facility, whether or not caused by the negligence or other fault of JLGL or User, or their respective agents, employees, subtenants, licensees, or assignees, to the extent that such business interruption, loss of or damage to property, or injury to or death of persons is covered by insurance, regardless of whether or not such insurance is payable to or protects JLGL or User, or both. Nothing in this paragraph shall be construed to impose any other or greater liability upon either JLGL or User than would have existed in the absence of this paragraph. This release shall remain in effect only so long as it does not prevent the insured from recovering under such policies.

5. Invitations. Lessee shall use the complete name Junior League's Sorosis Building when referring to the facility on any and all invitations for Lessee's Event.

6. Miscellaneous Provisions.

(e) User may not assign this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of JLGL.

(f) Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire, flood, windstorm, explosion, riot, war; sabotage; strikes; court injunction or order; federal and/or state regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

(g) This Agreement is made and shall be interpreted, construed, governed and enforced in accordance with the laws of the State of Florida. Exclusive venue shall be Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa, Division E.

(h) In the event any portion or part of this Agreement is deemed invalid, against public policy, void or otherwise unenforceable by a court of law, the validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

(i) Waiver by either party of any terms, condition, provision or breach of this Agreement shall not be considered a waiver of that term, condition, provision or breach in the future.

(j) No waiver, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

(k) Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than JLGL and User.

(l) This Agreement, including the fully executed Addends or other documents attached hereto, constitute the entire agreement between JLGL and User with respect to the matters set forth herein and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

(m) User shall be responsible for obtaining all licenses, permits and authorizations necessary for User's Event, including, without limitation, such licensing agreements from performing rights licensing organizations for any music User anticipates using during its event.

(n) JLGL's aggregate liability hereunder shall not exceed the amount of any rental fee due hereunder. JLGL shall not be responsible for any indirect, special or consequential damages, whether arising by tort, contract or any other theory or liability.