

# Rosewood Farms

Sample Client & Sample Client 2  
hello@rosewoodfarmsmd.com

Mailing Address: \*

Rosewood Farms Weddings & Events  
1316 Singerly Road, Elkton MD 21921  
(443) 350 - 9938

Sep 2, 2023

Estimated Guest Count: \*

This EVENT AGREEMENT (the "Agreement") is made and executed as of Oct 20, 2021 (the "Effective Date"), by and between EINSTEIN PROPERTIES, LLC, a Delaware limited liability company, d/b/a ROSEWOOD FARMS ("Rosewood Farms") and Sample Client and Sample Client 2 (the "Licensee"), and is intended to define the terms and conditions under which Rosewood Farms and Licensee agree to Licensee's use of Rosewood Farm's facilities located at 1316 Singerly Rd, Elkton MD (the "Property") for the Licensee's event (the "Event"). Rosewood Farms and Licensee shall be hereinafter collectively referred to as the "Parties."

**1. License Agreement.** Rosewood Farms shall license to Licensee the Property known as Rosewood Farms located at 1316 Singerly Rd, Elkton MD, for use on the agreed upon date of Sep 2, 2023 (the "Event Date") in accordance with the terms as stated herein. This Agreement shall not be binding until the initial payment (the "Initial Payment," as defined hereinafter) is received and accepted.

## 2. Payments

a. Invoice. Licensee shall find the total amount due to Rosewood Farms in the invoice (the "Invoice") located in the online portal (the "Portal") and attached hereto as Exhibit A. The payment schedule (the "Payment Schedule"), which is part of the binding financial agreement by and between Licensee and Rosewood Farms, is also listed in the Invoice attached hereto as Exhibit A.

Invoice

b. Payment Schedule. An initial payment (the "Initial Payment") shall be due and payable by Licensee contemporaneously with execution of this Agreement. After the Initial Payment, the first half of your balance (the "Second Payment") will be due three (3) months after the date of execution of this Agreement. The second half of your balance ("Third Payment") shall be due six (6) months after signed agreement. Thirty (30) days prior to the contracted Event Date, the final payment (the "Final Payment") is due. If the booking is less than one (1) year prior to the Event Date, the Payment Schedule is subject to change. Refer to the Payment Schedule found at Exhibit A attached hereto and in the online portal for specific payment due dates.

c. Payment Methods. Payments shall be made via personal check, cashier's check, money order, cash, or E-Check. An additional fee will be charged when paying via credit card or E-Check in an amount to be determined by Rosewood Farms. Checks shall be made payable to "Rosewood Farms." A \$50.00 fee will be charged for any returned check.

d. Late Payments. A \$50.00 fee per day shall be assessed against Licensee for any late payment not made in

accordance with the Payment Schedule. A payment two (2) weeks past due may result, in the sole discretion of Rosewood Farms, in the cancellation of the Event Date.

e. Non-Refundable. All amounts paid by Licensee to Rosewood Farms are non-refundable, no exceptions.

Initials \_\_\_\_\_ Licensee understands and agrees that all amounts paid to Rosewood Farms are non-refundable.

### 3. Timing

a. Property Rental. Licensee shall be permitted use of the Property between the hours of 12:00 p.m. and 10:00 p.m., unless otherwise approved in advance and in writing by Rosewood Farms. In the Portal, Licensee shall find the specific contracted time for the Event on the Event Date. Licensee shall be granted a total of ten (10) hours on the Property, with seven (7) hours of Event time for the duration of the ceremony, cocktail hour and/or reception. Notwithstanding the foregoing, Licensee and/or Licensee's Event vendors and agents shall be permitted access to the Property for purposes of preparation and set-up beginning at 8:00 a.m. on the Event Date and Licensee, Event guests, Event vendors and/or Licensee's agents may remain on the Property after the Event until 11:00 p.m., in accordance with Paragraph 3.e. hereinbelow.

b. Extra Time. In the event Licensee wishes to use the Property prior to 12:00 p.m. on the Event Date or after 10:00 p.m. of the Event Date, prior approval from Rosewood Farms is required and additional fees may be assessed against Licensee, as detailed hereinbelow.

c. Send-Off. If Licensee wishes to have a "send-off," it must begin no later than fifteen (15) minutes prior to 10:00 p.m. on the Event Date.

d. Clean-Up. An additional one (1) hour following the conclusion of the event is allotted for Event clean-up (the "Event Clean-Up"). The Event Clean-Up shall include the break-down and removal of equipment for the caterer, coordinator, florist, decorator, DJ/band, photographer, and/or any other vendor or agents of the Licensee on the Property for the Event. If Licensee expects that more time will be needed for the Event Clean-Up, additional time may be provided by Rosewood Farms for an additional fee assessed upon Licensee, to be determined in the sole discretion of Rosewood Farms.

e. End Time. All Event guests, Event vendors and/or Licensee must vacate the Property no later than 11:00 p.m. of the Event Date (the "End Time"), unless otherwise approved in advance and in writing by Rosewood Farms. Rosewood Farms reserves the right to charge an additional fee to Licensee if Licensee, Event guests and/or Event vendors have not vacated the Property by the End Time. For example, for each thirty (30) minute period subsequent to the End Time where Licensee, Event guests and/or Event vendors remain on the Property, there shall be assessed upon Licensee an additional \$250.00 fee.

Initials \_\_\_\_\_ Licensee understands and agrees that Rosewood Farms reserves the right to assess incremental fees if anyone (including Event guests and/or Event vendors) have not vacated the Property by the contracted End Time.

### 4. Event Insurance.

a. Rosewood Farms shall carry liability and other insurance in such dollar amounts as it deems necessary to protect itself against any and all claims arising from or related to the Event on the Event Date.

b. Any third-party suppliers/vendors used or contracted by Licensee shall carry liability and other necessary insurance in the amount of no less than \$1,000,000 to protect itself against any claims arising from or related to the services provide for the Event on the Event Date and to indemnify and hold harmless Rosewood Farms as an additional insured and loss-payee.

c. Rosewood Farms requires Licensee to purchase and obtain insurance to provide insurance coverage for the

Event on the Event Date (the "Policy"). The Policy required is intended to protect Licensee from circumstances beyond his/her/its control, including alcohol related accidents, damage to the Property or personal property, and/or bodily injuries. The Policy must include the following coverages, limits, and conditions:

- i. \$1,000,000 Bodily Injury and Property Damage Liability Limits;
- ii. \$1,000,000 Host Liquor Liability must be specifically included in the above coverage, regardless of whether alcohol is to be served at the Event; and
- iii. Einstein Properties, LLC d/b/a Rosewood Farms, its owners, officer, employees and agents, must be named as an additional insured and loss payee.

d. Proof of insurance must be provided by Licensee and any third-party suppliers/vendors to Rosewood Farms no later than thirty (30) days prior to the Event Date. Failure to provide the required proof(s) of insurance in the coverages, limits and conditions as stated herein, shall, at the discretion of Rosewood Farms, result in the cancellation of the Event and Event Date.

Initials \_\_\_\_\_ Licensee understands and agrees that Licensee and any third-party suppliers/vendors must obtain and provide Rosewood Farms with proof of insurance coverage for the Event Date within 30 days of the Event Date.

## **5. Venue Manager & Required Wedding Planner.**

a. Venue Manager. A Rosewood Farms employee will be provided as needed to ensure the proper use and care of the Property. The Rosewood Farms employee is not responsible for providing decor setup, post-event cleaning, overseeing vendors, etc.

b. Required Wedding Planner. Rosewood Farms requires all Licensees to hire an approved wedding planner, for the minimum services of month-of coordination. To ensure the alignment with Rosewood Farms' rules and regulations, the wedding planner must come from Rosewood Farms' list of exclusive wedding planners. Rosewood Farms must be notified in advance of Licensee's choice of wedding planner no later than four (4) months prior to the Event Date.

## **6. Venue & Grounds Guidelines.**

a. Smoking. Smoking is only permitted in designated outdoor areas of the Property. All smoking materials must be disposed of in properly marked containers. Smoking in the buildings on the Property is NOT permitted. Licensee agrees to have all Event guests, Event vendors, and other agent(s) of Licensee observe this policy. In the event this policy is not observed, Licensee will be charged an additional cleaning fee, in the sole discretion of Rosewood Farms.

b. Tables & Chairs. Two hundred (200) white padded resin ceremony chairs and two hundred (200) Chiavari chairs are included and provided by Rosewood Farms in the rental fee for the Event. If the Event guest count is larger than two hundred (200), Licensee is required to rent the required additional chairs from Rosewood Farms, with a maximum of two hundred seventy-five (275) white padded resin ceremony chairs and two hundred seventy-five (275) Chiavari chairs to be provided for use during the Event. Set up of the ceremony chairs is done by Rosewood Farms. Set up of the Event reception is the responsibility of the Event caterer and/or planner. Tables included with the venue rental include twenty-five (25) sixty inch (60") rounds, ten (10) six foot (6') rectangles, two (2) forty-eight inch (48") rounds, and six (6) high-top cocktail tables. Extra tables may be rented by Licensee through Rosewood Farms. If Licensee chooses to rent their own ceremony chairs, reception chairs, or reception tables, Rosewood Farms may charge Licensee a flat fee of \$250 per building to remove Rosewood Farms' chairs/tables to make room for Licensee's own rentals.

c. Sparklers & Fireworks. Sparklers are not permitted to be used as a send-off at the end of the night. The Licensee may invite immediate family members and the wedding party to use sparklers for a photo opportunity. A maximum of 30 sparklers are allowed on the property. Any fireworks that are to be used at Rosewood Farms must be pre-approved by Rosewood Farms management and will require an additional addendum to be signed by Licensee. Additional fees may apply for use of fireworks on the Property.

d. Children. If children under the age of eighteen (18) years of age are present at the Property for the Event, they must be supervised by an adult at all times. Rosewood Farms management strongly recommends hiring a babysitting service to ensure the safety and supervision of all children in attendance at the Event.

e. Activities. Any outdoor activities (including sports, moon bounces, etc.) must be pre-approved by Rosewood Farms management before the event. Softball, baseball, and/or other sports that involve hitting a ball with a bat are not permitted.

f. Restrictions. All Event guests, Event vendors and/or Licensee's agent(s) must not enter the pond, natural spring, and/or wooded areas on the Property. Chinese lanterns and balloons may not be released on the Property.

## **7. Decoration Guidelines.**

a. Event Day. All decorations must be delivered and set up within the contracted Event time and must be removed on the same day within the designated Event Clean-Up Time prior to the Event End Time.

b. Securing. Decorations must be secured with a non-permanent adhesive fasteners (i.e., 3-M Strips), but must be taken down and removed from the Property by Licensee no later than the Event End Time. Glue, nails, tacks, or tape may not be used to secure decorations directly to the physical structure of any building, structure or facility on the Property. Aisle runners with adhesive are not permitted for use on the Property.

c. Candles. Candles are permitted, however, no open flames are permitted inside the buildings or structures on the Property unless same are contained in votives or glass vases.

d. Barrels. Whiskey barrels are permitted for use/display inside the buildings and structures on the Property, as well as outside on the grounds of the Property. However, any whiskey barrels to be used in or on the property for the Event must be rented through Rosewood Farms and may not be brought in or provided from an outside rental company or vendor.

e. Flower Petals. Natural flower petals are permitted to be laid along the aisle for outside ceremonies only and must be cleaned up by Licensee and/or the required wedding planner during upon the conclusion of the reception on the Event Date. Silk flower petals are permitted for use at ceremonies occurring inside the buildings and structures on the Property, but are not permitted for use in ceremonies occurring outside on the Property grounds.

f. Throwing. Throwing and/or use of birdseed, glitter, silly string, rice, and confetti are not permitted. Flower petals can be thrown, but same must be pre-approved by Rosewood Farms management and is subject to an additional cleaning fee, in the sole discretion of Rosewood Farms.

g. Holiday Decorations. During certain holiday seasons throughout a given year, Rosewood Farms may choose to display seasonal holiday decorations in, on or around the Property, including, but not limited to, trees, wreaths, lights, and garlands. The seasonal holiday decorations installed by Rosewood Farms may not be removed or rearranged during the Event without the prior written approval of Rosewood Farms.

h. Equipment. All ladders and equipment required to hang or install décor must be provided by Licensee and/or the appropriate vendor, contractor or agent of Licensee. Rosewood Farms employees and/or

management are not permitted to provide equipment for or otherwise assist in the installation of any décor to be used by Licensee.

i. Restrictions. No decorations are to be placed in the pond, natural spring, or creek on the Property.

## **8. The Suite & The Lounge.**

a. The Suite and The Lounge spaces are offered to Licensee's wedding parties to dress and prepare prior to the ceremony on the Event Date. At the start of the ceremony, The Suite and The Lounge will be locked. Personal items may be left in The Suite or The Lounge during the Event, however, Licensee and/or Licensee's wedding party must remove all personal items prior to the Event End Time.

b. Rosewood Farms shall not be held responsible for any personal items of Licensee, Licensee's wedding party, Event vendors, and/or Licensee's agent(s). The Suite and The Lounge shall be left in the condition in which they were found. Any and all damages to The Suite or The Lounge are subject to an additional fee to be assessed upon Licensee, in Rosewood Farms' sole discretion.

## **9. Catering & Outside Vendors.**

a. Catering. Licensee is required to hire a caterer to provide food service during the Event. Licensee's caterer must be chosen from a list of approved caterers and vendors provided by Rosewood Farms. Caterers are deemed independent contractors. As such, Rosewood Farms is not responsible for the performance or non-performance of Licensee's caterer(s), including, but not limited to, liability related to or arising from food poisoning or other illness resulting from food service or consumption. Rosewood Farms must be notified of Licensee's choice of caterer no later than four (4) months before the contracted Event Date.

b. Vendors. All Event vendors are required to be licensed, bonded and insured, in accordance with the laws of the State of Maryland. Rosewood Farms management must be notified of Licensee's choice of vendors no later than the time of the Final Walk Through, and Rosewood Farms reserves the right of final approval of all vendors to be used by Licensee for the Event.

c. Deliveries. All deliveries (rental equipment, flowers, cake, etc.) must be scheduled within the contracted event time. Rental equipment left on property overnight is not permitted unless approved by Rosewood Farms.

d. Shuttles. All shuttle and/or Event guest transportation services shall be arranged to pick up and transport Event guests off of the Property no later than one (1) hour after the contracted End Time on the Event Date.

e. Music. To ensure proper planning, Rosewood Farms must approve all live bands at least six (6) months prior to the contracted Event Date.

## **10. Alcohol.**

a. During the Event, alcoholic beverages must be provided & served by Rosewood Farms. Any Licensee, Event guests, Event vendors and/or agent(s) of Licensee found to be consuming alcohol or bringing in outside alcohol will be warned to cease such consumption and, in the sole discretion of Rosewood Farms, may be asked to leave the Property.

b. Licensee agrees and acknowledges that the responsibility of the proper and lawful consumption of alcoholic beverages on the Property for the duration of the Event by Licensee, Event guests, Event vendors and agent(s) of Licensee. The service and consumption of alcohol must comply with all laws, rules, regulations

and/or ordinances of the State of Maryland. Rosewood Farms reserves the right, in its sole discretion, to halt all alcohol service and/or prevent any alcohol consumption that may be in violation of the laws, rules, regulations and/or ordinances of the State of Maryland.

c. Any Licensee, Event guest, Event vendor and/or agent(s) of Licensee found loitering on the Property and consuming alcohol in the parking lot and/or unauthorized areas of the property will be asked to leave the Property.

d. The services and consumption of alcohol shall cease thirty (30) minutes prior to the contracted Event End Time.

e. The use, service and/or consumption of shots, kegs, or kegerators are prohibited on the Property.

## **11. Dogs & Other Animals.**

a. Approval. Any type of animal present at the Property for the Event must have prior written approval from Rosewood Farms management.

b. Timing. Animals are permitted to be on the Property for up to two (2) hours during the Event. Included in this time is preparation, the ceremony, and photography/videography sessions. After the permitted activities have ended, animals must be removed from the Property.

c. Location. All animals must remain outside of the buildings and structures on the Property at all times, unless otherwise approved by Rosewood Farms.

d. Care. All animals must be cared for and attended to by their owners/handlers. Animals are not permitted to roam free on the grounds of the Property, and must have someone responsible for their care and treatment (i.e., food, water), and must be properly cleaned up after.

## **12. Parking.**

a. Location. Parking is available in designated areas only. Vehicles are not permitted to drive/park on the grass unless same is approved by Rosewood Farms management.

b. Overnight. Leaving a vehicle overnight is permitted if a guest is unable to drive after the event. Before leaving the event, Rosewood Farms shall be notified of any and all vehicles that will remain parked overnight. All vehicles must be off the grounds by 9am the following morning. All vehicles left unattended and uncoordinated will be subject to towing at the owner's expense.

c. ADA. Handicap parking is available onsite. Prior arrangements, with Rosewood Farms Management, are necessary for all guests requiring ADA accommodations.

d. Rosewood Farms is not responsible for loss or damage to vehicles parked, driving or present on the Property.

## **13. Final Walk Through.**

a. Scheduling. The final walkthrough ("Final Walkthrough") is the final pre-Event meeting between Licensee and Rosewood Farms which shall take place at the Property approximately one month before the contracted Event Date. Three (3) months prior to the Event Date, the Final Walkthrough must be scheduled by Licensee with Rosewood Farms. At the Final Walkthrough, a final floor plan for Event setup must be submitted to

Rosewood Farms. Table and chair allotments for the Event will also be finalized at the Final Walk Through.

b. Attendees. It is mandatory for Licensee, Licensee's caterer, and Licensee's wedding planner to attend the Final Walk Through. The Event entertainment vendor(s) (i.e. live band) may also be required to attend this meeting, at the discretion of Rosewood Farms. Any exceptions to the mandatory attendance at the Final Walk Through must be approved by Rosewood Farms management. All other Event vendors are welcome to attend, but their attendance shall not be mandatory, unless otherwise determined in the discretion of Rosewood Farms.

#### **14. Rehearsals.**

a. If required and/or requested by Licensee, a complimentary one (1) hour rehearsal may be scheduled at the Property in advance of the Event Date. Rehearsals are scheduled based on the availability of the Property and Rosewood management. Availability on Licensee's preferred date and time is not guaranteed. A contingency plan and/or alternate date/time for Licensee's rehearsal is highly recommended in case the desired date and time for a rehearsal is not available.

b. Rehearsals are not permitted on holidays or when other events or activities are being held at the Property.

c. Rosewood Farms offers scheduling of rehearsal dates no earlier than three (3) months prior to the Event Date.

d. Food and beverages are not permitted on the Property during the rehearsal. Rosewood Farms management will happily refer restaurants for Licensee's use for rehearsal dinner(s).

e. Rehearsal times exceeding one (1) hour will result in additional charges, in the sole discretion of Rosewood Farms.

f. Access to the buildings and structures on the Property outside of designated rehearsal location shall not be permitted.

#### **15. Photography & Videography**

By executing this Agreement, Rosewood Farms is granted permission to use any images and videos created at the Property by Licensee, Event guests, Event vendors and/or agent(s) of Licensee. This includes, but is not limited to, the following: professional samples, displays, internet website pages, advertising, exhibitions, contests, social media, and/or for any other purpose.

#### **16. Damages & Liability**

a. Cleanup & Damage. The Property shall be left by Licensee, Event guests, Event vendors, and/or Licensee's agents in the same condition that it was found. Any known damage to the Property, including, but not limited to, the buildings, structures, furnishings, and/or equipment located thereon or therein, must be reported to Rosewood Farms management prior to the time that Licensee vacates the Property at the conclusion of the Event. Licensee shall be responsible for any and all costs of repair, replacement, and/or additional cleaning fees resulting from Licensee's use of the Property.

b. Liability. Rosewood Farms, its employees, officers and/or agents shall not be responsible for, and Licensee shall indemnify, defend and hold harmless same against, any damage, injury and/or loss of property of Licensee, Event guests, Event vendors and/or agent(s) or Licensee. Licensee shall be solely responsible for any damages incurred on or to the Property by Licensee, Event guests, Event vendors, and/or agents of

Licensee.

c. Charges & Fees. Licensee shall be solely responsible for all cleanup, damage, and/or any liability incurred during use of the Property caused by Licensee, Event guests, Event vendors and/or any agent(s) of Licensee. Rosewood Farms management will notify Licensee of damages within one (1) business day from the Event Date of any additional charges to be assessed on Licensee by Rosewood Farms related to cleanup, damage and/or any other liability occurring at the Property. Contemporaneous with execution of this Agreement and/or in advance of the Event Date, but in no event prior to the start of the Event at the property, Licensee shall be required to complete a damage assessment form & credit card authorization, for use in Rosewood Farms assessment to and payment by Licensee for all charges and costs incurred related to or arising from cleanup, damage, and/or any liability incurred during use of the Property caused by Licensee, Event guests, Event vendors and/or any agent(s) of Licensee.

Initials \_\_\_\_\_ Licensee understands and agrees that Licensee shall be financially responsible for any fees, costs, and/or charges related to damage, repairs, and/or cleaning resulting from Licensee's use of the Property on the Event Date.

## **17. Cancellation or Postponement or Reschedule**

a. Cancellation by Licensee. In case of the cancellation of the Event on the Event Date by Licensee, all payments made to Rosewood Farms are non-refundable. Licensee must provide written notice of any cancellation of the Event to Rosewood Farms, and, subsequent thereto, Licensee and Rosewood farms shall each execute an event cancellation agreement as provided by Rosewood Farms.

b. Cancellation by Rosewood Farms. Rosewood Farms reserves the right to terminate this Agreement and cancel the Event and the scheduled Event Date, and retain any monies paid by Licensee up to the date Rosewood Farms' notices to Licensee said cancellation, due to any breach of this Agreement by Licensee that is not otherwise cured as determined in the sole discretion of Rosewood Farms. Rosewood Farms shall provide written notice of any termination of this Agreement and/or cancellation of the Event and/or Event Date by Rosewood Farms in writing to Licensee upon Rosewood Farms' determination of Licensee's uncured breach as soon as is reasonably practicable under the prevailing circumstances.

c. Rescheduling by Licensee. Licensee is limited to rescheduling the Event and Event Date a total of one (1) time, unless otherwise permitted by Rosewood Farms, as follows:

i. Rescheduling Fee. If the Event and Event Date are rescheduled within thirty (30) days of execution of this Agreement, a rebooking fee of \$250.00 shall be assessed and charged to Licensee. If the Event and Event Date are not rescheduled within thirty (30) days from the date of execution of this Agreement, Licensee shall be assessed and charged a rebooking fee of \$500.00.

ii. Dates for Rescheduling. If Licensee elects to reschedule the Event and Event Date within three (3) months from the date of execution of this Agreement, the date so chosen for rescheduling by Licensee shall be subject to the availability of the Property, but not otherwise restricted, and, in the sole discretion of Rosewood Farms, shall be subject to a price adjustment in accordance with the fee schedule maintained by Rosewood Farms for use of the Property during different periods/seasons occurring throughout a given calendar year. If Licensee elects to reschedule the Event and Event Date after the expiration of three (3) month period from the date of execution of this Agreement, the date so chosen for rescheduling by Licensee shall be limited to a weekday, in particular, on a Monday, Tuesday, Wednesday or Thursday only, and shall otherwise remain subject to the availability of the Property, and, in the sole discretion of Rosewood Farms, shall be subject to a price adjustment in accordance with the fee schedule maintained by Rosewood Farms for use of the Property during different periods/seasons occurring throughout a given calendar year.

iii. Rescheduling Agreement. In order to reschedule the Event and Event Date, Licensee and Rosewood farms shall each execute an event rescheduling amendment to this Agreement (the "Event Rescheduling



Amendment”), in a form to be provided by Rosewood Farms, in accordance with the terms and conditions hereinabove and as agreed to by Licensee and Rosewood Farms.

d. Force Majeure. Notwithstanding the foregoing, if the Event and/or Event Date must be cancelled or rescheduled, to the extent possible, by Licensee and/or Rosewood Farms due to an occurrence of an event, incident or happening beyond either Party’s control deemed to be in the nature of Force Majeure, as defined hereinbelow, then:

i. Cancellation. In the event that the Event and Event Date must be cancelled due to Force Majeure, this Agreement shall be terminated, and the parties shall be relieved of any further obligation hereunder, except that Licensee shall forfeit a portion of the Event Fee in accordance with the following: 50% of what has been paid will be withheld as value earned. The Event Fee shall be retained by and/or payable to Rosewood Farms if cancellation due to Force Majeure is confirmed after the date of the Final Walkthrough and prior to the Event Date. In order to confirm cancellation due to Force majeure and receive any refund of the Event Fee, if any, as contemplated in this sub-paragraph, Licensee shall be required to execute an event cancellation agreement in a form to be provided by Rosewood Farms, and the refund of the Event Fee due Licensee, if any, shall be paid by Rosewood farms contemporaneously with execution thereof by the Parties.

Initials \_\_\_\_\_ Licensee understands and agrees that certain portions of the Event Fee shall be retained by and/or payable to Rosewood Farms if the Event is cancelled due to Force Majeure.

ii. Rescheduling. In the event that the Event and Event Date are deemed unable proceed due to Force Majeure, Licensee may elect to reschedule the Event and Event date. In the event that Licensee elects to reschedule due to Force Majeure, Licensee shall not be assessed or charged a rebooking fee, however, the rescheduled date shall be limited to a weekday, in particular, on a Monday, Tuesday, Wednesday or Thursday only, and shall otherwise remain subject to the availability of the Property, and, in the sole discretion of Rosewood Farms, shall be subject to a price adjustment in accordance with the fee schedule maintained by Rosewood Farms for use of the Property during different periods/seasons occurring throughout a given calendar year. In order for Licensee to reschedule due to Force Majeure, the parties shall be required to execute an event rescheduling amendment in a form to be provided by Rosewood Farms. The rescheduled date so chosen by Licensee, in accordance with the provisions hereof, shall not be confirmed or reserved unless and until same is confirmed in writing through the parties’ execution of said event rescheduling amendment.

iii. Definition of Force Majeure. As used herein, Force Majeure shall be defined as: circumstances beyond the reasonable control of any Party, arising out of or caused, directly or indirectly, by: acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; strikes or labor disputes; bacterial and/or viral epidemics or pandemics; riots; power or utility interruptions or failures; acts of civil or military authority; governmental actions; actions of any civil or regulatory authority; any local, County, State and/or Federal laws, ordinances, or regulations; or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by such Party when acting with reasonable care and/or makes it illegal or impossible to perform under the terms of this Agreement (each a “Force Majeure Event”).

iv. Notwithstanding the foregoing, in the event of such an occurrence of Force Majeure and/or a Force Majeure Event, each Party agrees to make a good faith effort to perform its obligations hereunder until it is determined that performance under the terms of this Agreement is no longer possible.

**18. Indemnification.** Licensee acknowledges and agrees that Licensee shall be liable for all claims for personal injury, property damage and/or other liabilities, including expenses or other obligations arising out of or relating to the use of the Property by Licensee, Event guests, Event vendors, and/or other agent(s) of Licensee. Licensee releases from any and all liability, and shall indemnify and hold harmless, Rosewood Farms, its employees, officers, and agents from any liability, claims, damage, acts of god, loss or expense

(including attorney's fees and court costs) relating in any way to the use of the Property, the Event, and/or this Agreement, including, without limitation, liability related to or associated with the serving and/or consumption of alcohol, or otherwise caused by Licensee, Event guests, Event vendors, and/or other agent(s) of Licensee, or the use of the Property by Licensee.

**19. Further Assurances.** The Parties hereto agree promptly to execute any further and additional documents and to take all further steps necessary to effectuate the terms and intent of this Agreement.

**20. Future Amendment.** This Agreement may be amended, modified or supplemented only by written agreement of the Parties hereto executed by all of the Parties. No provision of this Agreement may be waived except in a writing signed by the Party against whom such waiver is sought to be enforced.

**21. Entire Agreement.** This Agreement constitutes the entire agreement and supersedes any and all prior written and/or verbal agreements and understandings between the Parties with regards to the subject matter of this Agreement.

**22. Governing Law; Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. The Parties agree that all actions or proceedings arising from or related to this Agreement shall be tried and/or litigated in the State and Federal courts located in the County of New Castle, State of Delaware.

**23. Severability.** Should a court of competent jurisdiction deem any provision of this Agreement illegal, invalid or otherwise unenforceable, in whole or in part, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**24. Assignment; Binding Effect.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of all of the other Parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective affiliates, directors, officers, agents, employees, stockholders, heirs, executors, administrators, legal representatives, predecessors, successors and assigns.

**25. Survival.** All covenants, undertakings, representations and warranties made hereunder shall survive for the applicable statute of limitations.

**26. Counterparts; Electronic Transmission.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. For purposes of this Agreement, a facsimile or a PDF email of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by facsimile or email shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

**IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have executed this Agreement as of the date first written above.**

Please type your First and Last name in the boxes provided and then type your signature in the space provided.

WITNESS / LICENSEE :

First Name

Last Name

Select Date

*Signature*

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WITNESS / LICENSEE :

First Name

Last Name

Select Date

*Signature*

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WITNESS / EINSTEIN PROPERTIES, LLC,  
a Delaware limited liability company,  
d/b/a ROSEWOOD FARMS

Rosewood Farms agrees to the terms and conditions of this Agreement.

First Name

Last Name

*Signature*

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Exhibit A:

Invoice

Venue Rental : \$16,005.00

Due Date	Amount Due
Oct 23, 2021	\$2,005.00
Aug 3, 2023	\$0.00
(TBD) - 3 month(s) after contract signed by client	\$7,000.00
(TBD) - 6 month(s) after contract signed by client	\$7,000.00

Exhibit B:

[DAMAGE ASSESSMENT FORM & CREDIT CARD AUTHORIZATION]