

Rancho Del Cielo, Malibu

VENUE USE AGREEMENT 2020

This agreement is entered into on this day (day VISITOR clicks the "I agree to terms and conditions of this agreement") between MALIBU RANCHO DEL CIELO, LLC ("HOST") (MRDC, LLC) and site guest ("VISITOR") in connection with VISITOR'S use of HOST'S property located at 5591 Debutts Terrace (aka Murphy Way), Malibu, California, 90265 ("SITE") on date scheduled by VISITOR and agreed to by HOST.

1. Site Use:

HOST hereby grants VISITOR and all of their agents, coordinators, licensees, and assignees authorized by HOST to act with, under, or in concert with VISITOR the right on the Event date as defined herein to enter upon and use the site's exterior pursuant to the terms set forth herein.

No preparation of food or drink on-site. No kitchen use for the preparation of the event food. Site includes the bathroom trailer, courtyards, the Palo Verde garden, the lawn area, the circular driveway (arrival and departure of VISITORS), and back driveway. NOTE: In the eventuality that home re-construction becomes possible, the outdoor amenities and restroom will be re-located in the immediate vicinity. Any evidence of construction will be covered to not disrupt the Event.

The rental fee is based on a one-day, Three (3) hour event, from arrival to completion. This is subject to no conflict with other scheduled activities.

2. Site Fees

VISITOR agrees to pay the total sum of \$3,000 site fee for single day, THREE (3) HOUR use of the facility for fewer than TWELVE (12) invitees as full and complete compensation for the use of the Property for the scheduled event date: 50% of the fee is due as a non-refundable deposit (also referred to as a "hold fee" in this agreement hereinafter) at signing of contract. The remainder is due one week prior to the event date. If the Event is booked for a time earlier than seven (7) days, all venue fees are due and payable, at time of booking.

Should VISITOR cancel the Event prior to balance of fees paid, (one or more weeks prior), the "hold fee" is forfeited. If the event is postponed, the VISITOR's event date is changeable for up to one year, provided it does not conflict with another scheduled event. Pricing for changed date will be adjusted to reflect the then current rate schedule. If the Event is canceled after all fees are paid, the monies are forfeited. VISITOR acknowledges that cancellation insurance is available.

Late fees for scheduled payments will accrue at the rate of \$50 per day past the due date and will be deducted from the security/damage deposit.

Please see and sign [Schedule B](#) for inclusions in this Site Fee Package.

Please see and sign Waiver of Liability in this Site Fee Package

3. Parking, & Toilets

VISITOR will park in designated area at the entrance to the property. No parking anywhere on road. Any other transport arrangements must be cleared first with the Site Representative. Two all-gender toilets for the

invitees on-site are included in the site fee. Paper products and bleach-based disinfectant will be supplied. Bathrooms will be disinfected between each usage.

4. DJs & Sound Restrictions

VISITOR agrees that only amplified is approved for the ceremony, (this includes processional music for the bride, processional music for the groom, and recessional music for them at the end of the wedding ceremony. "Arrival Music" (music that is played at an ambient decibel level, prior to the wedding ceremony), and Live music, is subject to HOST approval may be performed during ceremony and afterward. The sound level must not go over the acceptable decibel level determined by HOST.

5. Vendors & Rental Company

VISITOR will use the designated Wedding Coordinator, Floral Designer and Photographer included in the package. VISITOR may hire a third-party videographer, subject to HOST approval. VISITOR assumes all responsibilities with regards to safety, wellbeing and payment of any "host approved" third party vendor and their staff.

6. Grounds Use and Maintenance

VISITOR agrees to leave the site, all interiors and exteriors, in pre-event condition as was found immediately prior to the VISITOR'S use of the property which includes removal of all personal items and garbage from all areas used by the wedding party. HOST is not responsible for left, lost, or stolen items. HOST agrees to submit to VISITOR in writing within ten days of VISITOR'S vacating the site a detailed list of all claimed property damage. HOST shall permit VISITOR and/or any of HOST'S authorized representatives to inspect the site to identify any damage. HOST has the right to select any contractors required to make any necessary repairs of the property at reasonable costs and deduct those repair costs from the security deposit.

All garbage generated by the event will be the responsibility of the VISITOR or their vendors to be deposited in the provided dumpster. The only exception is the florist, who must remove all of their own refuse prior to the start of the event and not utilize the dumpster. A walk-through at the end of the event with Site Representative and a member of the VISITOR'S party is required to show all parties that cleaning requirements were met, and the facility returned to its pre-event status. VISITOR is subject to penalty if terms are not met.

7. Smoking

Smoking is permitted only by the upper fireplace area and is not permitted inside the bathroom trailer or any other areas on the grounds. The VISITOR understands that the property is in a "high risk fire zone" and is responsible for any fires started by invitees or vendors in connection with the event. No sparklers, candles, or other things that may cause a fire, are allowed.

8. Alcohol

VISITOR may provide alcohol for themselves and invitees, but only for one (1) wedding toast. Other than this exception, alcohol is not permitted at the property.

9. Security and childcare

Security, including childcare and the monitoring of invitees, is the responsibility of the VISITOR.

10. No Oral Modifications or Representations

The undersigned, understand, acknowledge, and agree that this written contract contains all the terms and conditions between HOST (MRDC, LLC) and VISITOR and that no oral representations by anyone can modify this

contract. Any modifications to this contract must be in writing and signed by Jillian Palethorpe.

11. Indemnity and Force Majeure

HOST represents and warrants that it is fully authorized to enter into this agreement and has the right to grant the use of the site and each and all the rights herein granted to VISITOR.

HOST is not responsible for any conditions beyond its control. Force Majeure includes, but is not limited to, acts of God, pandemics, epidemics, outbreaks, weather, war, strikes, fires, terrorism, road closures, earthquakes, floods, rain, wind, governmental restrictions & regulations, electrical power, equipment failures, or situations of impracticability. Insurance policies may be available for protection from these risks and others. In the event that Government intervention or restrictions have not been instated and/or enforced, as a result of Force Majeure HOST, will determine if use of the property by the VISITOR is permitted.

VISITOR shall assume all risks for themselves, and each, and all invitees in connection with any defects in the condition of the premises, whether patent or latent. HOST reserves the right to terminate use of the premises at such time as the VISITOR, vendors or the VISITOR's invitees engage in any unruly, overly loud, dangerous, and/or unlawful conduct, or disregard any of the above agreed rules of this contract.

12. Arbitration

Any controversy or claim arising out of or relation to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of American Arbitration Assoc., and judgment, rendered by the arbitrator(s) must be entered in this jurisdiction. The Host is liable for no more than the fees paid for the site, under this contract.

By clicking the checkbox labeled "I agree to terms and conditions" on the "bookings" page of the www.rdcelope.com website as well as all URLs (including but not limited to www.rdcelopemalibu.com, and www.elopemalibu.com) which redirect to the www.rdcelope.com website I, (the "VISITOR" agree to the terms and conditions of this agreement.

HOST agrees to indemnify VISITOR and assume responsibility for liability incurred as a result of its breach of representation of authority contained herein, up to a maximum amount of the fee paid by VISITOR to HOST.

COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

1. I agree that I am personally responsible for my safety and actions while visiting RANCHO DEL CIELO LLC, (RDC LLC). I agree to comply with all (RDC LLC) policies and rules, including but not limited to all RDC LLC policies, guidelines, signage, and instructions. Because RDC LLC is open for use by other individuals, I recognize that I am at risk of contracting COVID-19 or any other disease. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue Malibu Rancho del Cielo, LLC, the site owner; Sparky Greene, Jillian Palethorpe, Cathy Egner, Jake Greene and any other of their agents and employees, (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury,

including death, that may be sustained by me related to COVID-19, whether caused by the negligence of the Released Parties, any third-party, or otherwise, while participating in any activity while in, on, or around RDC LLC and/or while using any RDC LLC facilities, tools, equipment, or materials.

2. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the RDC LLC facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

3. By signing below, I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using RDC LLC to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with California law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole.

By clicking the checkbox labeled “I agree to terms and conditions” on the “bookings” page of the www.rdcelope.com website as well as all URLs (including but not limited to www.malibuelope.com) which redirect to the www.rdcelope.com website I, (the “VISITOR” agree to the terms and conditions of this agreement.

HOST agrees to indemnify VISITOR and assume responsibility for liability incurred as a result of its breach of representation of authority contained herein, up to a maximum amount of the fee paid by VISITOR to HOST.