

GENERAL RULES AND REGULATIONS

1. **PROTECTION OF PREMISES:** Licensee will not permit anyone to drive any nails, hooks, tacks, or screws in any part of the Premises or to alter the Premises in any respect. Without limiting the above, Licensee will not permit anyone to affix any material to the walls, floors, doors, or ceilings or to alter the Premises in any respect without prior written approval by Licensor. If, with or without Licensor's approval, Licensee damages the Premises it will pay Licensor the cost of repair or replacement.

2. **USE OF PREMISES:** Licensee shall not use the Premises or permit it to be used by any employee, agent, or Invitee:

(i) For any illegal purpose;

(ii) In conflict with any applicable law, ordinance, rule or regulation of any governmental authority;

(iii) In any manner which could weaken the insurance or increase the rate of insurance on the Premises;

(iv) In any manner which constitutes any waste or nuisance;

(v) In any manner which causes injury to the Premises; or

(vi) In violation of Licensor's Rules and Regulations, as such may exist from time to time.

3. **PROPERTY OF LICENSOR:** Licensee may not use or transport any equipment, furnishings or other property belonging to Licensor to any place outside the Premises itself.

4. **ATTENDANCE CAPACITY:** In no event, shall attendance be permitted more than the established capacity. Licensee shall not admit a larger number of persons than can safely and freely move about in the Premises; the decision of the Licensor in this respect shall be final.

5. DESIGNATED ENTRANCES: All persons, articles, exhibits, fixtures, displays and property of every kind shall be brought into and out of the Premises only at designated and approved entrances and exits. All such entrances and exits shall be subject to Licensor's control.

6. PARKING: Licensor retains exclusive rights and privileges in all parking areas of the Premises, including the right to charge a parking fee to all users of its parking areas, at the then current rate. Larger vehicles requiring more than one parking space will be charged at a higher rate. Licensee is solely responsible for any and all parking regulations, fines and charges in connection with its use of the Premises.

7. ADVANCE DELIVERIES / SHIPMENTS: Licensor does not have a shipping & receiving department for events held at the Premises. The Licensor will not accept packages and / or freight on behalf of the event. Any items that arrive prior to the first contracted date of the event will be turned away for re-delivery. Any food or beverage can be brought in 1 hour before the event unless otherwise stated in writing.

8. POSTERS, BANNERS AND BALLOONS: The use, distribution and location of all signs, cards and posters are subject to Licensor's review and control.

9. FLAMMABLE MATERIALS: No flammable materials, such as bunting, tissue paper, crepe papers, etc., will be permitted to be used for decorations and all materials used for decorative purposes must be treated with flame-proofing and be in accordance with the Licensor's Fire and Safety Rules and Regulations. In addition, no fryers of any type are allowed inside, nor are propane cylinders.

10. PUBLIC SAFETY: Licensee agrees not to bring onto the premises any material, substance, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon without the prior approval of the Licensor. The Licensor shall have the right to refuse any such material, substance, equipment, or object to be brought onto the premises and the further right to require its immediate removal therefrom if found thereon.

11. NON-SMOKING PREMISES: Smoking is prohibited within the Premises. This includes vaping.

12. DRONES: Drones are not allowed at the Premises.

13. PETS: Personal animals (with the exception of seeing eye dogs or other working dogs serving as a lawful recognized accommodation of a disability) are not permitted in or on the Premises, unless otherwise expressly permitted by Licensor in its complete discretion.

14. FOOD AND BEVERAGE: Should Licensee serve food and beverage to its Guests during the event, Licensee shall be solely responsible for the merchantability of any such items. Any food or beverage can be brought in 1 hour before the event unless otherwise stated in writing.

15. SOLICITATIONS: No collections or donations, whether for charity or otherwise, shall be made, attempted, or announced on the premises without prior written approval of Licensor.

16. FAILURE TO VACATE / REMOVAL OF PROPERTY: Upon the expiration or sooner termination of the Agreement hereof, Licensee shall immediately remove all goods, wares, merchandise, property, and debris owned by Licensee or which Licensee has placed or permitted to be placed on or at the Premises. Any such property not so removed shall be considered abandoned and, at Licensor's option, be removed and stored by Licensor at Licensee's expense or disposed of in any manner Licensor deems expedient. Licensee hereby waives all claims for damage resulting from such removal, storage and disposal of such property and indemnifies Licensor from any damages or costs including reasonable attorney's fees resulting from such storage and disposal.

17. PRIVATE EVENTS REFUNDS: 0-10 days prior to the event the deposit is non-refundable. 11-21 days before the event the deposit will be credited into your BCPC account -21 days or more the deposit will be fully refunded minus \$100 dollars of the administration.

STANDARD TERMS AND CONDITIONS

1. Grant of License: Licensor hereby grants to Licensee permission to enter upon and use the Premises, including corridors for ingress and egress, for the Event during the dates and times indicated below.

2. Late Payment: The Rental Fee and security deposit is due and payable upon execution of this agreement. The Rental Fee is non-refundable upon receipt by Licensor. If Licensee fails to pay any amounts when due under this agreement, it shall pay to Licensor a late charge of 1.5% per month on the unpaid balance. Licensor is not obligated to pay interest on any deposit called for by this agreement.

3. Repair and Return of Premises: The Licensee is responsible for maintaining including but not limited to the premises, furniture and fixtures and returning in the condition it was received.

4. No later than thirty (10) days before the event, Licensee shall confirm the number of Guests, a description of any performances as well as food and beverage setup locations. Licensee shall not move any furniture located on the Premises or bring any heavy equipment or furniture into the Premises without Licensor's prior, written consent.

5. Representations and Warranties. Each of the Parties represent, warrant and covenant that: (i) it has the full right and authority to enter into this Agreement and grant the rights hereunder; and (ii) by entering into this Agreement it shall not be in violation of any agreement with or the rights of any third party.

6. Insurance: Licensee, at its cost, shall secure and maintain through the term of this agreement, day of event Comprehensive Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverage for personal injury, products and liquor liability (if applicable); Written by an insurance company with an AM best rating of at least a VII which shall name: Licensor as well as the owner of the Premises and their officers, agents, and employees as additional insureds (Fastbreak NJ LLC DBA Bergen County Pickleball Club and Charnow Associates LLC). All such insurance shall be primary of any other valid and collectible insurance of Licensee and/or Licensor and shall be written on an occurrence basis. Claims made policies are not acceptable

and do not constitute compliance with Licensee's obligations under this paragraph. Copies of additional insured endorsements and primary coverage endorsements and, if requested, complete copies of policies, satisfactory to Licensor, shall be furnished to Licensor sixty (60) days before the first day of the event. Certified copies of the Certificates of Insurance or policies shall provide that they may not be canceled without thirty (30) days advance written notice to Licensor.

7. Indemnification: Licensee shall indemnify, defend and hold harmless Licensor, the owner of the Premises and their respective officers, directors, agents, and employees (the "Indemnitees") from and against any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") occurring at the Premises caused to Licensor, the owner of the Premises, the City of Tenafly and/or persons and/or property in, on, or near the Premises by (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to Licensee's performance of this Agreement and/or activities at the Premises, including without limitation, health and safety laws, the Civil Rights Act, the American with Disabilities Act and intellectual property laws, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or guests, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or guests, (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, (v) any and all rigging from or to the physical structure of the Premises or any fixture thereto, set-up, alterations, and/or improvements at or to the Premises necessitated by and/or performed with respect to the event.

8. Waiver of Subrogation: Licensee hereby waives any and every claim which arises or may arise in its favor and against Licensor during the term of this agreement or any extension or renewal hereof for any and all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies. Such waiver shall be in addition to, and not in derogation of, any other waiver or release contained in this agreement with respect to any loss or damage to property of Licensee. Inasmuch as the waiver will preclude

the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Licensee is advised to give to each insurance company written notice of the terms of such waiver and to have insurance policies properly endorsed, if necessary.

9. Waiver of Claims: Licensee assumes full responsibility to safeguard all property, owned, or used by Licensee or any of its Guests. Licensee hereby waives any claims against Licensor and the persons and Indemnified Parties described in paragraph 9 for damage to or loss of the property enumerated above, unless such damage or loss results from the sole negligence, gross negligence or willful misconduct of Licensor, its employees or subcontractors.

10. Taxes and Fees. Licensee agrees to pay promptly all sales, use, excise and any other taxes and any license fees which are required to be paid by Licensee to any governmental or accepted licensing authority and at Licensor's request shall provide evidence of such payment to Licensor.

11. Force Majeure. If the Premises is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of the parties, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions imposed by government officials, terrorist acts, strikes or labor disputes, failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this agreement, then the parties shall be relieved of their respective obligations hereunder. In the event performance is excused in accordance with the foregoing provisions, Licensor shall refund to Licensee any deposits paid by Licensee, less any reasonable costs and expenses which have been incurred by Licensor up to the time further performance is excused.

12. Licensor's Right of Entry. In permitting the use of the Premises, Licensor does not relinquish and does hereby retain the right to enforce all rules for the management and operation of such space. Representatives of Licensor and may enter the Premises at any time and on any occasion without any restrictions whatsoever. All space at the Premises shall at all times be subject to Licensor's right to control.

13. Non-Exclusive Use: Licensor shall have the right to use or permit the use of any portion of the Premises not granted to Licensee under this agreement to any person.

14. Default: If Licensee defaults in the performance of any of the terms or conditions of this agreement, or any other agreement between Licensee and Licensor, including payment of fees and maintenance of required insurance in strict accordance with this agreement, then Licensor, at its option, may immediately terminate this agreement, whereupon Licensee's rights and privileges under this agreement shall immediately terminate. If either party institutes suit or other proceeding against the other party for the fees provided herein or otherwise to endorse or seek damages with respect to a default under this agreement, the prevailing party shall be entitled to recover all damages provided by law or under this agreement and, in addition, all costs and reasonable attorney's fees.

15. Cumulative Remedies: All rights, powers and privileges conferred hereunder upon Licensor shall be cumulative and shall not be restricted to those given by law.

16. Assignment: Licensee may not assign this agreement or any interest therein or permit the use of the Premises or any part thereof without prior written consent of Licensor. Any attempted assignment without the prior written consent of Licensor shall be null and void.

17. Notices: Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing and delivered personally, or sent by first class mail, facsimile or by e-mail to the address stated above. Mailed notice shall be deemed to have been given upon the deposit of same in any United States mail post office box, with postage prepaid, addressed as set forth above. The addresses for the purposes of this paragraph may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until written notice is received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

18. Headings: The headings used in this agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this agreement nor the intent of any provision thereof.

19. Interruption or Termination of Event: The Licensor shall retain the right to terminate the event in the interest of public safety.

20. Approval of Performer(s): Licensor retains the authority, power and right to approve all performer(s) Licensee schedules to appear in the Premises.

21. Severability. If one or more provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, but such provision will be deemed curtailed to the extent necessary which shall not affect the validity of other provisions of this Agreement.

22. Counterparts. The parties may execute this Agreement in any number of counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument. This Agreement may be executed by facsimile, PDF, or other electronic signature.

23. Construction. All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement.

24. Intellectual Property: Nothing contained herein shall convey to Licensee any proprietary rights of any nature in and to the Premises and/or any trademark, trade name, service mark or any other intellectual property of Licensor. Licensee and its Guests shall not use any images identifying the Premises and/or any of Licensor's intellectual property for any commercial purpose without Licensor's prior, written consent.

25. Confidential Information/Non-Disparagement: The Parties shall keep confidential any non-public information provided to them by the other Party in connection with this Agreement and shall not divulge such information to any third parties without the disclosing party's written consent or as required by law. Licensee and its Guests shall not disparage, through speech or conduct, Licensor, its subcontractors, or products. Violation of this section shall constitute grounds for immediate termination.

26. Limitation of Damages: AT NO TIME SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RELATED TO THE PERFORMANCE OR NON PERFORMANCE OF THIS AGREEMENT. COMPANY'S LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE FEE PAID TO LICENSOR IN THIS AGREEMENT.

27. Licenses/Permits: If any governmental license or permit is required for the proper and lawful conduct of Licensee's business or other activity carried on, in or at the Premises or if failure to obtain such a license or permit might in any way affect the operations of the Premises, then Licensee, at its own expense, shall obtain and maintain such license or permit and submit the same to inspection by Licensor. Licensee, at its sole cost and expense, shall always comply with the requirements of each such license or permit.

28. Compliance with Laws: Licensee shall promptly comply and cause its employees, agents, contractors, exhibitors, patrons and Guests to comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and local governments, departments, commissions, boards and officers and conduct themselves in a dignified and orderly manner with full regard for public safety and in conformity with Licensor's policies. Licensor shall have the right to remove any person from the Premises if, in Licensor's judgment, such person is in violation of any condition of this Agreement.

29. Governing Law: This License agreement will be governed by and construed in accordance with the laws of the State of New Jersey, County of Bergen without giving effect to otherwise applicable principles of conflicts of law.

30. Entire Agreement: This document contains or refers to the complete and exclusive agreement between the parties, and it is intended to be a final expression of their agreement. No promise, representation, warranty, or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full agreement and the provisions thereof and the counsel of its own advisors, and the warranties, representation, and covenants expressly contained in the Agreement itself. No modification or amendment of this agreement shall be in force of effect unless in writing executed by all parties hereto.