

Tao Te Cafe Use Agreement Terms And Conditions

The attached Tao Te Cafe Use Agreement (the "Agreement") and these terms and conditions constitute a revocable license for the Licensee to use only the lower floor (the "Licensed Area") of 151 Mill Street, Grass Valley, California (the "Premises") on the following terms and conditions.

1. All fees due under the Agreement shall be paid in full no later than 15 days prior to the scheduled event. In the event that Licensee fails to pay the balance due within the time period agreed upon in this Agreement, interest shall accrue upon the unpaid balance at the rate of 18% per year until it is paid in full. Licensee shall also be liable to Owner for any legal fees, court costs, and other expenses associated with collection.
2. The Licensee shall have access to and use of the Licensed Area for the purpose of hosting the Licensee's event at the scheduled date and time, and for no other purpose. Owner shall provide to Licensee all keys, access control codes, and other items necessary to give Licensee such access in advance of Licensee's event.
3. Licensee shall remove all personal property, trash, debris and other items that were not present in the Premises at the commencement of Licensee's event.
4. Upon Licensee's completion of Licensee's obligations under this Agreement, the Owner shall return to Licensee the Cleaning Deposit minus any amounts deemed necessary to repair damages inflicted upon the Premises or the Licensed Area by Licensee and/or Licensee's associates, guests, invitees, contractors, and all other persons whatsoever who enter the Premises during the license period, whether or not such persons do or did so with Licensee's knowledge or consent. Licensee shall pay Owner for all damages in excess of the Cleaning Deposit caused to the Premises or the Licensed Area during Licensee's event.
5. To the greatest extent allowed by law, Licensee shall, at Licensee's sole cost and expense, defend, indemnify and hold harmless Owner and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Licensee and/or its agents, employees, guests, invitees and other individuals who enter the Premises or the Licensed Area during the license period. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence or sole willful misconduct of the Owner.
6. Licensee shall, at its sole cost and expense, maintain during the dates it uses the Licensed Area pursuant to this Agreement public liability insurance insuring the Licensee, the Owner, the Premises and the Licensed Area against all liability of Licensee, and Licensee's representatives, associates, guests, invitees, contractors, and all other persons whatsoever who enter the Premises during the license period, that arises out of, or pertains to or relates to the use of the Premises or the Licensed Area, with a single liability limit of no less than \$500,000 per occurrence. Not less than 15 days prior to Licensee's use of the Licensed Area pursuant to this Agreement, Licensee shall deliver to Owner a certificate of insurance that evidences the insurance required under this Agreement naming Owner as an additional insured. If Licensee intends to allow the provision or consumption of alcoholic beverages during Licensee's event, the insurance coverage shall also cover liability that may arise from the provision, consumption, sale or auction of alcoholic beverages during Licensee's event.
7. This License is personal to Licensee who shall not voluntarily, by operation of law or otherwise assign, transfer, mortgage, sublet or otherwise allow the use of the Licensed Area or the Premises without Owner's prior written consent.
8. The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.
9. Time is of the essence with respect to all obligations of Licensee under this Agreement.
10. This Agreement contains all agreements of the Licensee and Owner with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

11. No waiver by Owner of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Licensee of the same or any other provision. Owner's consent or approval of any act shall not be deemed to render unnecessary the obtaining of Owner's consent to or approval of any subsequent act by Licensee. The acceptance of License fees or other charges hereunder by Owner shall not be a waiver of any preceding breach at the time of the acceptance of such fees or other charges.

12. Subject to any provisions hereof restricting assignment or subletting by Licensee, this Agreement shall bind the parties, their personal representatives, successors and assigns. This Agreement shall be governed by the laws of the State of California.

13. Owner and Owner's agents shall have the right to enter the Premises and the Licensed Area at reasonable times for the purpose of inspecting the same or to verify that Licensee is using the Licensed Area solely for the purposes allowed by this Agreement. Owner shall also have the right, in Owner's sole discretion, to remove or cause to be removed from the Premises or the Licensed Area any person or persons who create a disturbance or danger to other persons on the Premises or in the Licensed Area. Licensee shall not allow the number of persons using the Licensed Area to exceed the maximum number allowed by law.

14. If Licensee is a corporation, LLC or other entity, each individual executing this Agreement on behalf of said corporation, LLC or other entity represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of said corporation, LLC or other entity.

15. Owner shall have the right to terminate this Agreement and revoke Licensee's license to use the Licensed Premises for any reason upon 15 days prior notice to Licensee. So long as Licensee is not in breach of its obligations under this Agreement, Owner shall promptly refund all fees and deposits paid hereunder.

16. The Premises and Licensed Area are non-smoking facilities. Licensee shall not allow any person attending Licensee's event to smoke inside the Premises or the Licensed Area and shall immediately remove any person who violates this provision. Licensee shall also prevent the use of candles, fireworks, firearms, ammunition and explosives during Licensee's use of the Licensed Area.

17. If alcoholic beverages are going to be sold, auctioned or consumed at Licensee's event, Licensee shall comply with all laws, rules and regulations that pertain or related to alcohol sales, auctions and consumption. Licensee shall not, either directly or through an agent or representative, bring or cause to be brought any alcoholic beverages onto the Premises or into the Leased Area, except alcoholic beverages furnished by or through Owner, without Owner's prior written consent.

Licensee's Signature, date	Owner's Signature, date
Printed Name	Printed Name Tao Te Cafe, LLC By Eileen Hancock, Member