

FACILITY USE AGREEMENT

This Facility Use Agreement (this "Agreement") is entered into this _____ day of _____, 2009, between Providence Plantation II, L. P, a Mississippi limited partnership ("PPII"), Providence Hill Farm, LLC, a Mississippi limited liability company ("PHF"), and Providence Plantation Sporting Club, LLC, a Mississippi limited liability company ("PPSC") (each a "Provider" and collectively the "Providers"),

AND

_____ (the "Authorized User")

Authorized User Contact Name: _____

Authorized User Address: _____

Authorized User Cellphone: 601-_____ FAX: _____

Email: _____

WHEREAS, Authorized User desires to rent and use space of the Providers for the purpose set out herein below, and Providers desire to make such space available to the Authorized User;

NOW THEREFORE, for and in consideration of the following mutual promises, covenants, and conditions, the parties hereto agree as follows:

1. FACILITIES USE:

A. Providers do hereby grant to Authorized User, subject to the terms and conditions set out in the Agreement, the right, license and permission (the "Permission") to use on _____, _____, 2009, the specified area(s) at 2400 and 2600 Carsley Road, Jackson, MS 39209 listed below (the "Event Space") for the following use (the "Event") and no other purpose:

Event Space – [PPSC – Sporting Clay Range & Duck Flush for shoot for up to _____ shooters]
\$ _____ [approximately ___:00 a.m – ___:00 p.m.]
[PPII – Use of Pavilion for lunch/dinner for approximately _____ people _____ – plus the cost of meal] [approximately ___ a.m. – ___ p.m.]
PHF – Use of Barn for _____ for approximately _____ people _____ – plus the cost of meal] [approximately _____ a.m. - _____ p.m.]

Event Name – _____

B. Authorized User may begin setting up in the Event Space on the _____ day of _____, 2009, but shall not interfere with the conduct of Providers' business and shall coordinate all set up with staff of Providers. Authorized User may store in location designated by Providers' staff tables and chairs and other items to be picked up no later than _____ a.m./p.m. on _____, 2009.

2. PAYMENT/DEPOSITS:

A. The Authorized User shall pay to Providers the sum of \$ _____, plus all charges for services or equipment requested by the Authorized User or required by any of the Providers for the Event.

B. The Authorized User shall, on or before the following dates, pay to the Providers the required amounts as specified herein:

DEPOSIT AMOUNT: 1st Payment Amount: \$ _____ DUE: _____, 2009
2nd Payment Amount: \$ _____ DUE: _____, 2009

All payments are to be made payable to PPII at the address shown above.

C. Failure to make deposits or other payments as set forth in this Agreement shall constitute an immediate breach of this Agreement by the Authorized User. It is hereby agreed that in such case the Providers will retain any deposits or other amounts previously collected, and that such amounts will constitute reasonable liquidated damages. All deposits will be credited against the total owed by the Authorized User when the Event is invoiced by the Providers. Costs and rental fees, if any, still owed by the Authorized User are due immediately upon receipt of the invoice.

3. **SECURITY:**

The Authorized User shall be responsible for all security at the premises during the Event.

4. **CATERING, ETC.:**

_____ [VIP Catering] will provide and serve all food and beverages to be provided at the Event (the "Caterer"). The Authorized User shall not provide or contract with any other outside source to furnish food or beverages (including liquor, beer and wine) for the Event or without the written consent of Providers.

5. **INSURANCE:**

[The Authorized User/Caterer] shall provide to Providers an original certificate of insurance evidencing a policy or policies of comprehensive general liability and property damage coverage of at least one million dollars combined single limit per occurrence [issued by a company licensed to provide coverage in Mississippi covering the Event].[and covering the serving of alcohol at the Event.] PPII, PHF and PPSC shall be named as additional insureds. The certificate of insurance must be provided to Providers in advance of the Event. [Authorized User acknowledges and agrees that Authorized User carries a policy or policies of comprehensive general liability and property damage coverage of at least one million dollars combined single limit per occurrence sufficient to cover for its activities and the Event.

6. **INDEMNIFICATION:**

- A. The Authorized User shall conduct its activities in the Event Space and upon the premises so as not to endanger any person or animal lawfully thereon. The Authorized User agrees to defend, indemnify, save and hold harmless PPII , PHF and PPSC and their officers, agents, servants, employees, partners, managers and owners, including volunteers, from and against any and all claims, demands, expenses (including, without limitation, the payment of reasonable attorneys' fees and costs in connection with the defense of the matter, if necessary) and liability arising out of injury or death to any person or animal or the damage, loss or destruction of any property which may occur or in any way grow out of any breach, act or omission of the Authorized User, or his, her or its agents, servants, employees and invitees. This indemnification shall apply and be in force regardless of defenses or immunities available to any of the indemnitees under the Mississippi Tort Claims Act or any other statute or rule of law applicable thereto.
- B. The Authorized User shall investigate, handle, respond to, provide defense for and defend any such claim, demand or cause of action at its sole expense, even if the claim, demand or cause of action is groundless, false, or fraudulent.
- C. The Authorized User hereby assumes full responsibility for the acts and conduct of all its employees, agents, servants hired agents, volunteers, or invitees admitted to the Event Space and the premises and agrees to pay damages for any damage to the facility, the premises or the animals located thereon resulting from the Authorized User's use or occupancy of the premises and the Event Space, or from the above-listed persons participating in or attending the Event.

7. **RELEASE:**

The Authorized User assumes the risk in using the Event Space and the premises and equipment therein, whether such equipment is specifically described or not. Neither PPII, PHF nor PPSC shall be liable for any damages to property or for personal injuries sustained by the Authorized User or any of his, her or its agents, contractors, employees, patrons, performers, invitees, or guests, in or about the Event Space or the premises, including the sporting clay range and duck flush, the barn, parking areas, walkways and lakes and all surrounding property owned by any Provider. [With the exception of acts which are determined to constitute willful conduct or gross negligence on the part of the Providers, their officers, agents, servants, employees, partners, managers, owners or volunteers,] the Authorized User assumes full responsibility for any property damage or injury which may occur to the Authorized User and his, her or its agents, contractors, employees, patrons, performers, invitees or guests in or about the Event Space or the premises, and the Authorized User does hereby fully and forever release and discharge PPII, PHF and PPSC, their officers, agents, servants, employees, partners, managers, and owners, including volunteers, in both their individual and official capacities, from any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the use by the Authorized User of the Event Space or any other portion of the premises, sporting clay range, duck flush, barn, parking areas, walkways and lakes and all surrounding property owned by any of Providers and any equipment thereof or contained therein, whether specifically described in this Agreement or not.

8. **COMPLIANCE:**

- A. Providers require full compliance by the Authorized User with all federal, state and local statutes, ordinances and regulations (the "Regulations") applicable to any and all activities conducted within the premises and the Event Space, and the Authorized User shall fully comply with all such Regulations.
- B. Providers retain and do not relinquish the right to issue and enforce such rules and regulations and directives as Providers may deem necessary for the safe, orderly and commercially sound operation of the facility. Any of Providers' employees and agents may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties. Providers reserve the right to eject any objectionable person or persons from the premises, and upon the exercise of this authority by any of Providers, its agents or security guards, the Authorized User, on behalf of itself, PPII, PHF, and PPSC, its agents and employees, hereby waives any rights and all claims for damages against PPII, PHF and PPSC arising from such occurrences. The Authorized User agrees that it will not allow any person at, in or about the facilities who shall, upon reasonable non-discriminatory grounds, be objected to by Providers. Such person's right to use the premises may be revoked by Providers. Unless otherwise specified in writing, Providers reserve the right to schedule other events similar to and contemporaneous with that of the Authorized User both before and after the date of this Agreement without notice to the Authorized User.

9. **WAGES:**

The Authorized User agrees to pay or cause to be paid wages at least equal to the wages prevailing in the area for similar services to all persons employed by or for the benefit of the Authorized User by Providers. Such wages shall include any applicable overtime or holiday pay rate.

10. **PAYMENT TO CONTRACTORS AND CATERER:**

All charges for contractual labor, service connections, food and beverages and any other goods or services due the Caterer, independent contractors and concessionaires for the Event must be paid in full by the Authorized User and none of Providers shall have any obligation or liability with respect thereto.

11. **LEGAL RECOURSE; WAIVER OF RIGHTS:**

In the event Authorized User violates any of the terms or conditions of the Agreement, Providers shall have, in addition to any other legal recourse available to it, the right to terminate the Agreement and obtain possession of the Event Space or any other part of the premises, and to remove and exclude the Authorized User without service of notice and without any legal liability on the part of any of Providers. The failure of either party to enforce any provision of this Agreement shall not constitute and shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12. **SUBLETTING AND ASSIGNMENT:**

The Authorized User shall not sublet the Event Space, nor assign, hypothecate or mortgage this Agreement or any of right hereunder, without the express prior written consent of Providers.

13. **LIENS AND ATTORNEY FEES:**

The Authorized User agrees to pay promptly all sums owed third parties incidental to the use and occupation of the premises and the Event Space authorized herein and to promptly discharge and hold harmless PPII, PHF and PPSC from any and all claims, demands, and liens of whatever character arising by reason of contract, expressed or implied, or negligence, or any other act of commission or omission on the part of any person other than PPII, PHF or PPSC. The Authorized User agrees that in the event any Provider retains an attorney to pursue collection of any sums owed to it under the Agreement, the Authorized User will be liable for all reasonable attorney's fees and expenses incurred by any Provider in such efforts, plus costs of court and legal interest accruing from the date of demand until paid.

14. **FORCE MAJEUR:**

In the event the obligations of either or both the Authorized User and Providers under the Agreement be delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, binding order of court or administrative body of competent jurisdiction, or by any law, ordinance, rule or regulation which becomes effective after the date of this Agreement, or any other cause beyond the reasonable control of the party or parties affected, no liability shall attach to the party or parties affected thereby. In such case

neither party to the Agreement shall have any claim for damages against the other [, and Providers shall have no obligation to refund] , except that Providers shall refund one-fourth of] sums paid by the Authorized User as deposits in advance of services.

15. **BINDING EFFECT:**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. The Agreement must be executed by an authorized principal or agent of the Authorized User.

16. **ENTIRETY OF AGREEMENT, SEVERABILITY:**

It is understood and agreed that no Provider makes any representation or agreement, oral or otherwise outside the terms of this Agreement. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall be held to be invalid or unenforceable, the remainder of this Agreement and the application of any term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and all other terms shall be valid and enforceable to the fullest extent permitted by the law.

17. **CANCELLATION:**

The Authorized User acknowledges and agrees that all payments or other deposits made under this Agreement are nonrefundable and shall be forfeited to Providers in the event that the Authorized User cancels the Event. Unless the Authorized User submits written notice of cancellation of the Event to Providers on or before 15 days prior to the date of the Event, the Authorized User shall be liable to Providers for all losses to it because of lost rental fees and/or lost commissions reasonably anticipated from the holding of the Event. Regardless of the date of cancellation, all charges for labor, service or equipment already performed or used shall be deducted from deposits made, or shall be paid directly by the Authorized User.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date first written above as follows:

AUTHORIZED USER: _____ PROVIDERS:

_____ **PROVIDENCE PLANTATION II, L. P.**

BY: PROVIDENCE PLANTATION MANAGEMENT, LLC,

BY: _____

Title: _____

DATE: _____, 2009

General Partner

BY: _____

Jamie Planck Martin, Manager

DATE: _____, 2009

PROVIDENCE HILL FARM, LLC

BY: _____

Jamie Planck Martin, Manager

DATE: _____, 2009

PROVIDENCE PLANTATION SPORTING CLUB, LLC

BY: _____

Jamie Planck Martin, Manager

DATE: _____, 2009