

## LICENSE AGREEMENT

This LICENSE AGREEMENT (the “Agreement”) is made as of this DATE: \_\_\_\_\_, 20\_\_ by and between LICENSOR: Pope’s Landing Marina, its successors and assigns (hereinafter referred to as “PLM” or the “Licensor”), and the LICENSEE: \_\_\_\_\_ (hereinafter referred to as the “Licensee”).

WHEREAS, PLM is the owner of certain real property adjacent to Lake Fork and by and through its officers is a Permittee of the Sabine River Authority of Texas (the “SRA”) with respect to certain lakefront acreage adjacent thereto (the “SRA Permitted Area”) and has offered to license a portion of the property for temporary use near the development known as Pope’s Landing, which is situated in Wood County, Texas; and

WHEREAS, the Licensee desires to exercise certain rights and privileges upon a portion of the above-described property;

NOW, THEREFORE, it is agreed as follows:

1. License for Temporary Use with Homestead Disclaimer. PLM hereby grants and demises unto the Licensee a limited license and right to use Lot Number \_\_\_\_ (the “Lot”) upon that portion of the Lot commonly known as (check one) \_\_\_\_ “Pope’s Landing I”, \_\_\_\_ “Pope’s Landing II”, or \_\_\_\_ “Adair Trailer Park”, according to the map or plat thereof kept on file at the offices of PLM. Licensee’s permitted use of the said Lot shall be limited to camping and related recreational activities (fishing and outdoor cooking), including temporary parking/storage for a personal vehicle, a boat and trailer, and/or a recreational vehicle in and upon the area of the Lot designated for same by Licensor, if any. Licensee has inspected the Lot, including any related amenities and improvements thereon, and accepts the Lot and any associated amenities in their “AS IS” condition WITH ALL FAULTS, and promises to maintain and care for the said Lot and any improvements and amenities for the duration of this Agreement in accordance with the Rules set forth below. The rights granted under this Agreement shall under no circumstances permit the Licensee to reside on the Lot permanently or to establish a homestead thereon. Licensee expressly disclaims any intention to permanently reside upon the Lot, and agrees the Lot shall be for temporary use only and that it is not and shall never be or become a homestead or permanent residence for the Licensee or his family, or for any other invitee or visitor of the Licensee.

2. Fee and Term. In consideration for this Agreement, the Licensee shall pay to PLM a non-refundable application fee in the amount of \$50 before execution of this Agreement, plus license fee in the amount of an additional \$ \_\_\_\_\_ per year beginning on \_\_\_\_\_, 20\_\_ and continuing through \_\_\_\_\_, 20\_\_. Unless otherwise agreed, the annual license fee shall be due and payable upon signing the License Agreement (or renewal license agreement) at the beginning of each year.

3. **Renewal and Extension.** In order to extend this license on an annual basis, Licensee should notify PLM at least thirty (30) days prior to expiration of this term of his desire to seek a renewal. Licensor's consent must be in writing, including a signed renewal License Agreement in form acceptable to PLM. Licensee must provide PLM a completed Application, if requested, the signed renewal License Agreement, and pay PLM, prior to the expiration date, the license fee as requested by PLM. PLM is not required to consent to any renewal, modification, or extension. All agreements respecting the License Agreement shall be in writing. Oral statements, representations and promises concerning renewal, modification, or extension shall not be enforceable.

4. **The Rules - Licensee to Comply with Law and Rules.** Attached hereto as Exhibit "A" are the rules and regulations currently imposed by the Sabine River Authority ("SRA") for recreation on Lake Fork. Licensee shall insure that he as well as all his invitees (not to exceed one person, unless approved by management) strictly observe and obey said rules and regulations in all particulars. Attached hereto as Exhibit "B" are the current rules and regulations of PLM. Licensee shall insure that he as well as his invitees strictly observe and obey said rules and regulations in all particulars. Licensee understands and agrees that the SRA and PLM rules and regulations (hereinafter collectively referred to as the "Rules") may be changed at any time and without any notice to Licensee. Licensee understands it is his responsibility to make himself aware of all current Rules by visiting the office to view the Rules, and to visit the onsite manager from time to time to request updated copies of the current Rules.

5. **Disclaimer of Warranties.** Licensee further promises to exercise reasonable care in and around the Lot, the lake and the shoreline and with regard to any and all docks and other facilities, which may be made available by PLM. All such facilities provided by PLM are provided "AS IS", "WITH ALL FAULTS", and are without any warranty of any kind or character. PLM HAS MADE AND MAKES NO WARRANTIES TO LICENSEE. THERE IS NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. ANY AND ALL IMPLIED WARRANTIES OF ANY KIND OR CHARACTER ARE HEREBY EXPRESSLY DISCLAIMED BY PLM. ANY USE OF THE LAKE, THE LOT, PLM'S PROPERTY, OR THE FACILITIES IN OR AROUND THE LAKE IS AT THE LICENSEE'S OWN RISK. Licensee represents that he is a licensed and experienced Texas fisherman, who understands Lake Fork is a "fishing lake" with submerged tree stumps, limbs, lines, and hazards to boaters and swimmers. There are no life guards, so swimming is generally discouraged and prohibited near fishermen, docks, and ramps at the property. Boating for purposes other than fishing is also discouraged. Licensee agrees not to permit any boat to set out upon the Lake without current and proper Texas licenses, safety equipment, and a trained driver over eighteen (18) years of age. Licensor is not responsible for lake conditions or water levels.

6. **Default and Remedies.** In the event Licensee or any of his invitees breaches this Agreement in any way, or fails to pay any sums due under this Agreement, or violates any rules and regulations of the SRA, PLM or the laws of the State of Texas, Licensee shall be considered to have immediately revoked and breached this license, and this license shall be considered void and of no further force or effect. In such event, PLM shall be entitled to immediately and without notice terminate all rights and privileges granted to Licensee hereunder. In the event Licensee fails to comply with the Rules, Licensee shall pay and/or reimburse the Lot manager or PLM for such reasonable and necessary charges as are necessary to achieve compliance with the Rules (including, but not limited to, mowing grass or removing trash from the Lot). See also "Additional Terms and Conditions" below.

7. Releases and Indemnities. Licensee hereby releases PLM, its officers, agents, owners, contractors and employees from any and all injury, damages, or claims which Licensee may incur while on PLM's Lot or Lake Fork, including claims caused by the negligence of PLM, its officers, agents, owners, contractors or employees. Licensee hereby agrees to indemnify and hold PLM, its officers, agents, owners, contractors and employees harmless from any and all damages, claims, or expense: (1) caused by Licensee or any of his invitees to PLM's Lot, (2) asserted by any of Licensee's invitees against PLM for any reason whatsoever, or (3) asserted by any person against PLM, its agents or representatives, involving any act or omission of Licensee or any of his invitees.

8. Assignment Prohibited. This license is personal to the Licensee. It is not assignable (without prior written approval of PLM), and any attempt to assign this license will automatically terminate all rights and privileges granted to Licensee hereunder. It is agreed between PLM and Licensee that, in the event Licensee assigns or otherwise alienates or encumbers this license or the Lot or conveys ownership of the recreational vehicle, camper, trailer or other personal items situated on the Lot pursuant to this license, Licensee shall forfeit all rights and privileges granted hereunder as well as all sums paid for such license. Additionally, Licensee will not, in any circumstances, be entitled to any credit, rebate or refund whatsoever for any fee paid to PLM from any person, including but not limited to any subsequent Licensees of the lot specified herein, it being contemplated hereby that the fees paid by Licensee shall be considered a fair and reasonable sum of liquidated damages upon the occurrence of defaults or similar events as set forth above. In no event shall PLM be required to mitigate its damages as a result of such or similar events as set forth above, nor shall any credit or refund be due to Licensee in such circumstances.

9. Additional Provisions. By signing this Agreement, Licensee agrees he has read and agrees to abide by all of its terms and conditions, including the SRA Rules, the PLM Rules, and the "Additional Terms and Conditions to License Agreement," each of which are attached to this Agreement and fully incorporated herein as part of this Agreement.

AGREED as of the date set forth above.

LICENSEE(S):

\_\_\_\_\_ (Sign) \_\_\_\_\_ (Print Name)

-and-

\_\_\_\_\_ (Sign) \_\_\_\_\_ (Print Name)

POPE'S LANDING MARINA ("Licensor")

By: \_\_\_\_\_

Its: \_\_\_\_\_ (Officer Title)

## ADDITIONAL TERMS AND CONDITIONS TO LICENSE AGREEMENT PER S.R.A.

1. (IMPROVEMENTS and ALTERATIONS) Licensee shall not construct improvements, paint, or make any alterations, additions, or improvements to any portion of the Lot without PLM's written consent. All alterations, additions, and improvements made by the Licensee shall become the property of the PLM and shall remain upon and be surrendered with the Lot as a part thereof at the termination of this license.
2. (PLUMBING AND UTILITY CONNECTIONS) Upon termination of this license, Licensee agrees to surrender the Lot, with the plumbing and any other utility connections, including any underground pipes, hookups, faucets, and fixtures in good and operating order, only reasonable wear and deterioration excepted. Any service, maintenance, or repair for other than worn out parts, pipes, or equipment will be at the expense of the Licensee. Licensee agrees to protect plumbing during freezing weather. Whenever the Lot is to be unattended, and particularly if Licensee plans to be away overnight in the winter, plumbing is to be drained (preferably by a licensed plumber) as a precaution against water damage caused by rusted or broken pipes. Whenever a freeze is expected, Licensee agrees to disconnect all water hoses from outside faucets to prevent broken pipes.
3. (UTILITY SERVICE AND CHARGES) The Licensee is to contact the local electric utility company (and each other utility provider, if any) on or before date of move-in, to arrange for all utilities to be put in Licensee's name. Unless otherwise mentioned herein, all utilities used in or about Lot shall be paid by Licensee.

Although certain utilities (including water, sewage, community trash dumpster pickup) may initially be made available by or through PLM upon the beginning of the term of this Agreement for a nominal fee or for no additional charge to Licensee, the Licensee agrees to pay PLM, at PLM's option, and following no less than thirty (30) days written notice either (a) his proportional pro rata share of PLM's utility services, or (b) a charge based upon actual usage in the event PLM installs separate meters to record such licensee's usage. In addition to PLM's right to commence separately charging the Licensee for any utility service provided, PLM shall also be entitled (at its sole discretion and option) to outsource any such utility service to a third party utility service provider. Licensee agrees that Licensor shall have full discretion to choose the utility provider and method of providing utility service to the Lot. Licensee agrees to pay all deposits, charges, and other sums customarily charged by a utility provider in and around similar areas of Wood County, Texas, for utility service to the community's utility provider(s) on a current basis following thirty (30) days written notice.

4. (INSPECTION) PLM shall have the right to enter the Lot (and any vehicle on the Lot) at all reasonable hours to examine same, or to make repairs and to show the Lot to prospective Licensees or purchasers.
5. (NUISANCE CLAUSE) Licensee and the family and invitees of Licensee shall fully comply with all federal, state, municipal, and other laws and ordinances, and shall not violate any SRA or PLM Rules and shall not commit any act which is a nuisance or annoyance to the neighborhood.
6. (DISTURBANCE) It is expressly agreed that if at any time PLM shall determine any conduct on the part of Licensee or of any other invitees, or temporary occupants of the licensed Lot to be objectionable and improper, PLM shall have the right within its sole discretion and option to declare such conduct constitutes a default under this Agreement, which conduct, if not abated and cured within a reasonable time (not less than 15 minutes nor more than 3 days with timing to be in the sole discretion of the property manager) or subsequently repeated, shall subject Licensee to the default provisions hereinafter contained.
7. (ABANDONED PROPERTY) Licensee shall remove all property from the Lot at the end of the term or termination hereof, and agrees any property remaining shall be considered "abandoned." Licensee waives any rights to notice concerning property abandoned or left behind on the Lot upon termination of this Agreement. In the event Licensee fails to remove all property from the Lot, any property remaining on the Lot may be removed or discarded by PLM, and all expenses of removal, cleanup, sale or other disposition (including but not limited to any transportation, storage, waste disposal and/or repossession charges) incurred by PLM or its agents shall be paid and reimbursed by Licensee. All articles left in or upon the Lot by Licensee upon Termination of the License for any reason shall be disposed of by PLM in whatever manner PLM may see fit and proper, and without recourse by the Licensee. If Licensee has provided any security deposit, PLM may apply same towards payment of any and all of PLM's expenses (including but not limited to expenses incurred in disposing of the Licensee's articles, along with any other expenses or charges left unpaid by Licensee upon termination).
8. (PETS) No animals or pets are to be permitted on the Lot, unless Licensee has PLM's prior written agreement. PLM consents for Licensee to have (upon the Lot) the following pet(s) and no others: (NONE) \_\_\_\_\_. PLM shall have the right to revoke permission without written notice in the event a disturbance or injury to person or property of any kind occurs or is threatened by any pet. Licensee agrees to keep any such pet on a leash and within Licensee's custody and control at all times, and not to permit the said pet off the Lot.

9. (GROUNDS) Licensee agrees to maintain the Lot, including any yard, flower beds, shrubs and trees on a regular basis. This includes any eco-friendly fertilizing, and any appropriate treating for insects and diseases, in accordance with the SRA rules. Failure to maintain the yard may be cause for default. The Lot will be mowed and maintained prior to this License Agreement, and PLM expects a mowed Lot upon termination. To the extent there are any docks, retaining walls, porches, fences, gates, or other improvements existing upon the Lot or

added with PLM's written approval, Licensee shall maintain any and all such improvements during the term of this Agreement in accordance with good and customary maintenance practices for such improvements (including but not limited to sanding, re-sealing, re-painting with color approved by PLM, replacement of rotten or broken boards and planks, elimination of protruding nails or splintered wood, etc.). Failure to maintain the Lot shall be grounds for reasonable charges levied against the Licensee. Licensee shall be liable for any damages to the Lot incident to moving in or out.

10. (RULES AND SIGNS) PLM has RULES applicable to Licensee (and all visitors to the property) at the main office, along with signage regarding conduct in various areas about the property, and Licensee shall be responsible to comply and ensure his guests register and comply with the PLM RULES and SIGNS which may change from time to time without prior notice. The Licensee shall not place or paint any signs at, on, or about the Lot nor paint or post any signage upon the exterior walls of any vehicle or building except as and when approved by PLM or its Agent in writing. It is understood and agreed that PLM or its Agent may place signs on or about the Lot thirty (30) days prior to the expiration of this Agreement.

11. (NO WAIVER) No waiver by PLM of any default or breach of any term, covenant, condition, agreement, provision, or stipulation herein contained shall be treated as a waiver of any other term, covenant, condition, agreement, provision, or stipulation hereof.

12. (LATE CHARGES AND RETURNED CHECKS) A late charge of \$50.00 or in accordance with Licensor's then current policies will be imposed for all monies due and not received by Licensor within ten (10) days of the due date. A service charge of \$100.00 or in accordance with Licensor's then current policies will be charged and paid by Licensee for all returned checks due to insufficient funds.

13. (LICENSEE'S APPLICATION) All statements in the Application for License Agreement and information provided by Licensee was relied upon by PLM in executing this Agreement. If any such information or statements prove to be untrue or include misinformation, Licensee shall be in default and PLM shall be entitled to terminate of this Agreement.

14. (TERMINATION OF USE RIGHTS) In addition to any other rights herein granted the Licensor, all Licensee's rights of use or possession under this Agreement may be forfeited at PLM's discretion if any default continues for a period of three days and thereupon (unless the Licensee shall have completely abated and cured said defaults) the Licensee's rights under this license shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof, and PLM, its Agent, or Attorney shall have the right, without further notice or demand, to re-enter and remove all persons and property therefrom without being deemed guilty of any manner of trespass, and without prejudice to any remedies for collection of any sums due hereunder; or PLM, his Agent, or Attorney may resume possession of the Lot and re-license the same for the remainder of the term.

15. (DEFAULT AND REMEDIES) A default exists if (a) Licensee or any of his invitees fails to timely pay or perform any obligation or covenant in any written agreement between PLM and Licensee, (b) any warranty, covenant, or representation in this Agreement or in any other written agreement between PLM and any Licensee is materially false when made, (c ) a receiver is appointed for Licensee, or (d) any bankruptcy proceeding is commenced by or against Licensee. In case of default in any of the covenants herein, PLM may enforce the performance of this Agreement in any modes provided by law; and to the fullest extent of his ability to do so, Licensee hereby waives any contractual or statutory notice of such default. With respect to any unpaid debts, liabilities, fees, and expenses due PLM upon default (the "Obligation"), PLM may (a) demand, collect, convert, redeem, settle, compromise, receipt for, sue for, and adjust the Collateral either in PLM's or Licensee's name, as PLM desires, or take control of any proceeds of the Collateral and apply the proceeds against the Obligation, (b) take possession of any Collateral not already in PLM's possession without demand or legal process, and for that purpose Licensee grants PLM the right to enter any premises where Collateral may be located, (c ) without taking possession, sell, lease, or otherwise dispose of the Collateral at any public or private sale in accordance with law, and (d) exercise any rights and remedies granted by law or this Agreement. All claims to any "right to possession" of a Lot under this Agreement may be resolved before the Justice of the Peace in Wood County, Texas, which court shall have jurisdiction to resolve questions of rights to immediate possession, together with court costs, and legal fees of proceedings before the justice court. Licensee acknowledges his right to trial, and hereby knowingly and intentionally waives his right to a trial by jury. The parties hereby stipulate and agree this Agreement involves interstate commerce. *Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, (except the "right to possession" issue reserved to the Justice Court in Wood County, Texas) shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.* If, on account of breach or default by Licensee of any of Licensee's obligations hereunder, it shall become necessary for the PLM to employ an Attorney to enforce or defend any of the PLM's rights or remedies hereunder, or to incur expenses for preservation, transportation, or storage of any Collateral or abandoned property, then in any such event any amount reasonably incurred by PLM as Attorney's fees and expenses shall be paid by Licensee as part of the Obligation.

16. (SECURITY INTEREST IN COLLATERAL) PLM SHALL HAVE A CONTRACTUAL LIEN UPON ALL OF THE PROPERTY FOUND ON THE LOT (the "Collateral") FOR ALL PRESENT AND FUTURE DEBTS, LIABILITIES, FEES, AND EXPENSES (the "Obligation") DUE AND UNPAID BY LICENSEE.

17. (ENFORCEMENT OF SECURITY INTEREST) Foreclosure of this security interest by suit or arbitration does not limit PLM's remedies, including the right to sell the Collateral under the terms of this Agreement. Whether or not there exists an Obligation, Licensee agrees that any Collateral or other property remaining on the Lot at the end of the term of this Agreement has been "abandoned" by Licensee, in which event PLM shall have no duty to Licensee upon disposition of such property or Collateral as "abandoned property."

PLM may exercise all remedies at the same or different times, and no remedy is a defense to any other. PLM's rights and remedies include all those granted by law and those specified in this Agreement. PLM's delay in exercising, partial exercise of, or failure to exercise any of its remedies or rights does not waive PLM's rights to subsequently exercise those remedies or rights. PLM's waiver of any default does not waive any other default by Licensee. PLM's waiver of any right in this Agreement or of any default is binding only if it is in writing. PLM may remedy any default without waiving it.

18. (COLLATERAL) PLM has no obligation to clean or otherwise prepare Collateral for sale. PLM has no obligation to satisfy the Obligation by attempting to collect the Obligation from any other person liable for it. PLM may release, modify, or waive any Collateral provided by any other person to secure any Obligation. If PLM attempts to collect the Obligation from any other person liable for it or releases, modifies, or waives any collateral provided by any other person, that will not affect PLM's rights against Licensee. Licensee waives any right Licensee may have to require PLM to pursue any third person for any of the Obligation. This Agreement binds, benefits, and may be enforced by the successors in interest of PLM and will bind all persons who become bound as debtors to this Agreement. Assignment of any part of the Obligation and Licensee's delivery of any part of the Collateral will fully discharge PLM from responsibility for that part of the Collateral. If such an assignment is made, Licensee will render performance under this Agreement to the assignee. All representations, warranties, and obligations are joint and several as to each Licensee.

19. (LICENSEE'S INSURANCE) Any property left by Licensee on or about the Lot shall be left at Licensee's own risk, and Licensor undertakes no duty of any kind or character to patrol, police, or keep any of Licensee's property safe from loss, theft or harm of any kind. Licensee is hereby notified that the SRA's and PLM's insurance, if any, does not insure Licensee against loss of personal property on the Lot due to fire, theft, vandalism, or other causes. Licensee is responsible for insurance on Licensee's own vehicles and property for fire, theft, flood and other casualty loss and for Licensee's family for liability insurance coverage. PLM's insurance, if any, is not intended to cover licensee's interest in any vehicles, persons or personal possessions of Licensee. It is strongly recommended Licensee carry his own property, casualty and liability insurance.

20. (LIABILITY) PLM shall not be liable to Licensee or to any other person for any damages to person or Lot occasioned by any defects in said licensed Lot, or by any other cause, or any act, omission, or neglect of Licensee or any other Licensee of said licensed Lot; and Licensee agrees to hold PLM harmless from all claims from any such damages, whether the injury occurs on or off the Lot. Licensee hereby agrees to indemnify and hold harmless PLM from and against any and all claims for damages to Lot or personal injury arising from Licensee's use of Lot, or from any activity, work or thing done, permitted or suffered by Licensee in or about the Lot, the nearby property, the lake or the shoreline. PLM strongly recommends Licensee secure his own insurance to protect himself against all the above occurrences and risks of any kind or character.

21. (NOTICES) All notices permitted or required by law or this Agreement to PLM from Licensee shall be in writing and delivered to PLM's property manager at the on-site office. Licensee shall provide to Licensor his current contact information (address and phone), and update that information whenever it changes.

22. (FAIR HOUSING) Whether or not required by federal and/or state laws for a temporary use license, the license for this Lot is offered without respect to race, color, religion, sex, or national origin of Licensee.

23. (MISCELLANEOUS) This License shall constitute a full understanding between the parties herein, and no other Agreement unless in writing and signed by the parties hereto shall be binding upon the subject Lot. This Agreement may be amended only by an instrument in writing signed by PLM and Licensee. The unenforceability of any provision of this Agreement will not affect the enforceability or validity of any other provision. This Agreement will be construed according to Texas law, without regard to choice-of-law rules of any jurisdiction. This Agreement is to be performed in Wood County, Texas, and has been signed by the Licensee in Wood County, Texas. The masculine gender used in this Agreement shall also refer to the feminine and neuter genders conversely.