

**SPECIAL EVENT AGREEMENT
CLABBER GIRL CORPORATION**

THIS SPECIAL EVENT AGREEMENT ("Agreement") is effective as of _____, by and between Clabber Girl Corporation, an Indiana corporation located at 900 Wabash Avenue, Terre Haute, Indiana 47807 ("Clabber Girl") and the licensee identified in Section 1 ("Licensee"). In consideration of the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. Licensee Identification and Event Details.

Company or Individual's Name:

Contact Person:

Address:

Telephone Number:

Address:

Facsimile Number:

State of Incorporation:

Event Date(s)/Time: ("Term")

Description of Event: ("Event")

Facilities/Grounds: ("Licensed Premises")

Fees:

Item Description	Amount	Due Date	CG Office Use Only
Rental	\$	2 weeks prior to event	
Catering	\$	2 weeks prior to event	
Deposit	50% due to secure date – min. 1 mo. prior		
Bar Set-up	\$	2 weeks prior to event	
Outside Caterer	\$	2 weeks prior to event	
Other:			

All Fees set forth in the above table shall be due and payable upon Licensee's receipt of an invoice from Clabber Girl.

2. **License.** For the Term and subject to the terms and conditions set forth in this Agreement, Clabber Girl grants to Licensee a limited, non-transferable and non-exclusive license (the "License") to use the Licensed Premises. The License permits Licensee and its invitees to use the Licensed Premises only during the Term and at other times that Clabber Girl may authorize in its sole discretion. This Agreement does not create or convey any legal title, leasehold or other legal, equitable or beneficial property interest to the Licensed Premises to Licensee.

3. **License Fee and Other Fees.** Licensee shall pay Clabber Girl the License Fee, any balance relating thereto and all other fees on the Due Date(s) indicated in the fee table (above).

4. **Limits on Use.** Clabber Girl is granting the License to the Licensee solely for the Licensee's use of the Licensed Premises for the Event. Any other use of the Licensed Premises is strictly prohibited unless the Licensee obtains the prior written consent of Clabber Girl.

5. **Event Components.**

(a) Commercial Transactions and Product Distribution. Clabber Girl prohibits all commercial transactions on the Licensed Premises, including but not limited to retail sale of food, alcoholic and nonalcoholic beverages and merchandise. Unless specifically agreed by Clabber Girl (in writing), the

distribution of products (including donated products) samples and/or premiums (non-saleable articles bearing trademarks, logos or advertising used for the purpose of increasing the sale of, promoting, or publicizing any product or service) on the Licensed Premises is strictly prohibited.

(b) **Food and Beverage.** All food and beverage catering must be arranged through Clabber Girl or a Clabber Girl-approved caterer.

(c) **Alcoholic Beverages.** Except the provision of alcoholic beverages separately arranged through Clabber Girl's approved caterers, alcoholic beverages are not permitted on the Licensed Premises without the prior written consent of Clabber Girl. ***In the event that alcohol is offered during the Event, it shall be Licensee's sole and absolute responsibility to ensure that all rules and regulations of the Indiana Alcohol and Tobacco Commission are followed and honored, including without limitation the securing of appropriate permits and the prohibition on serving alcohol to individuals under 21 years of age.***

(d) **Smoking.** ***The Licensed Premises is a non-smoking facility. Licensee shall ensure that Licensee and Licensee's agents, representatives, employees or guests (the "Invitees") do not smoke in or around the Licensed Premises.***

(e) **Event Merchandise.** If permitted by Clabber Girl, Event merchandise may be sold on the Licensed Premises or elsewhere pursuant only to the prior written consent of Clabber Girl provided the Event merchandise and the sale of the Event merchandise comply with all applicable laws and Licensee complies with all requirements of Clabber Girl.

6. **Photography.** All photography arrangements must be pre-approved by Clabber Girl. The resale of any photographs or film footage taken of the Licensed Premises must be approved by Clabber Girl.

7. **Insurance.** Prior to the Event, Licensee shall obtain and maintain at its expense comprehensive general liability insurance for full coverage of claims to a limit of at least \$2,000,000.00 (the "Policy"); provided, however, that these limits may be modified if such modifications are set forth on Exhibit A. Licensee shall deliver a certificate evidencing Licensee's compliance as to insurance coverage to Clabber Girl at least two (2) weeks prior to the Event or the Event will be canceled and all fees or deposits paid prior to the cancellation will not be refunded. The certificate of insurance must demonstrate the following:

- (a) Clabber Girl and Hulman and Co. is a certificate holder *and* is named as an additional insured under the Policy;
- (b) The Policy specifically covers the Event; and
- (c) The Policy provides coverage primary to any other coverage available to Clabber Girl and Hulman and Co.

8. **Wavier, Release and Indemnification.** In consideration of the privilege of access to and use of the Licensed Premises, Licensee agrees to be solely and completely responsible for any injury to person, property and reputation that is suffered by Licensee or its Invitees, or anyone by reason of the acts or omissions of Licensee or its Invitees, or resulting in any way from the exercise or violation of this Agreement or the presence of Licensee or its Invitees on the Licensed Premises. Licensee understands that the presence of Licensee and its Invitees on the Licensed Premises can expose such persons to damage from both known risk and unanticipated risk. Acknowledging that such risk exists, Licensee assumes all risk of injury to the person, property or reputation of Licensee and its Invitees, and waives in advance any and all claims for injury, damage or loss Licensee, its Invitees or insurers may have against Clabber Girl and/or its officers, directors, representatives agents and/or employees (the "CG Group") arising out of or in any way related to Licensee's exercise of any rights under this Agreement, including any right of subrogation that Licensee or its insurers may have against any member of the CG Group. Further, Licensee specifically releases and discharges each member of the CG Group from any and all liability, injury, loss, damage, attorneys' fees, costs and/or right of subrogation Licensee, its Invitees or insurers may have for or relating to any injury to person, property or reputation suffered by Licensee, its Invitees or insurers, even if the liability, injury, loss, damage or right of subrogation arises out of the negligence of any member of the CG Group. Licensee agrees to defend, indemnify and hold harmless each member of the CG Group from any and all liability, losses, damages, attorneys' fees and cost for injury to person, property or reputation suffered by the Licensee or its Invitees which (a) arises out of a violation of this Agreement, or (b) results in any way from the presence of the

Licensee or its Invitees on the Licensed Premises even if the injury, liability, loss or damage arises out of the negligence of any member of the CG Group. Licensee agrees that Licensee and its Invitees participating in culinary or similar courses and/or activities on the Licensed Premises shall execute standard release of liability and agreement to indemnify documents. Licensee agrees that it shall be responsible for all damages, liability and/or losses resulting from Licensee's failure to comply with this provision.

9. **Cancellation and Refund Policy.** If Licensee cancels the Event in advance of the dates set forth in Section 1, any fees or deposits paid prior to the cancellation shall be non-refundable, unless and to the extent agreed by Clabber Girl. If the Licensed Premises are needed for other purposes, Clabber Girl reserves the right to limit Licensee's activities, including possible postponement or cancellation of the Event, and the License Fee will not be refunded or reduced unless such limitations materially impair Licensee's use of the Licensed Premises for the Event. If for any reason the Licensed Premises becomes unavailable, Clabber Girl will promptly notify Licensee. Licensee's sole and exclusive remedy for any cancellation of an Event by Clabber Girl shall be 100% refund of all fees and deposits paid by Licensee prior to the cancellation.

10. **Maintenance of the Licensed Premises.** Licensee shall maintain order on the Licensed Premises and shall not conduct or permit any activities on the Licensed Premises which (a) are prohibited by any applicable law, regulation, rule or ordinance; (b) endanger the health or safety of any persons or property; (c) violate any rules, regulations, policies, practices or procedures of Clabber Girl; or (d) cause adverse publicity about Clabber Girl. Clabber Girl shall not be obligated by this Agreement to provide any additional services, equipment or facilities other than those specifically listed on Exhibit A (if any). The Licensee shall use care in its enjoyment of the Licensed Premises. Following the Event, Licensee shall remove any and all trash and debris and otherwise return the Licensed Premises to the same condition as the Licensed Premises was received by Licensee from Clabber Girl. If Licensee fails to return the Licensed Premises in the same condition as when received, there will be an additional \$100.00 charge to Licensee. Licensee shall be responsible for any and all property damage to the Licensed Premises during or as a result of the Event.

11. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement and exhibits attached to this Agreement constitute the entire understanding between the parties to this Agreement with respect to the subject matter of this Agreement and shall be deemed to supercede all prior agreements, whether written or oral, and the terms and provisions of any such prior agreements shall be deemed to have been merged into this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in Exhibit A, the terms and conditions of Exhibit A shall govern the parties' conduct as to such matter.

(b) **Modification and Wavier.** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. No waiver of any breach or violation of any of the provisions of this Agreement shall constitute or shall be deemed to constitute a waiver of any other breach or violation of any provision of this Agreement, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

(c) **Assignment.** Licensee may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Clabber Girl.

(d) **Intellectual Property, Advertising and Signs.** This Agreement does not grant Licensee any right or license to use any trademarks, service marks, copyrights or other intellectual property rights of Clabber Girl and any such use by Licensee is strictly prohibited. Any advertising for the Event, including any sponsorship advertising of or during the Event, shall be subject to the pre-approval of Clabber Girl in each instance, and Clabber Girl may refuse approval in its sole and absolute discretion. The placement of displays and signage of Licensee or the Event are limited to the name of the Event unless otherwise agreed by Clabber Girl, in writing.

(e) **Governing Law and Choice of Forum.** In the event of any dispute under this Agreement, the laws of the State of Indiana shall govern the validity, performance, enforcement, interpretation and any other aspect of this Agreement, without regard to principles of conflicts of laws thereunder. The parties agree to submit to the exclusive jurisdiction and venue of the courts of Vigo County, Indiana for any action arising out of this Agreement.

(f) Remedies. All rights and remedies provided in this Agreement shall be cumulative, and shall not be exclusive of one another or of any remedies available at law or in equity. In no circumstances shall Clabber Girl be liable for consequential damages.

(g) Termination. Clabber Girl shall have the right to immediately terminate this Agreement if it determines in its sole discretion that any term of the Agreement has been violated by Licensee.

IN WITNESS WHEREOF, each party acknowledges that a duly authorized representative of such party has executed this Agreement as of the date set forth below, and acknowledges that such party has read, understands and agrees to the terms and conditions of this Agreement.

CLABBER GIRL CORPORATION

LICENSEE

By: _____

By: _____

Printed:
Title:

Printed:
Title:

Date:

Date:

Cancellation and Refund Policy

- Events / Services cancelled 30 days or more in advance will receive a 100% refund**
- Events / Services cancelled 21 days to 29 days in advance will receive a 75% refund**
- Events / Services cancelled 14 days to 20 days prior will receive a 50% refund**
- Events / Services cancelled 7 days to 13 days prior will receive a 25% refund**
- Events / Services cancelled less than 7 days prior will not receive a refund**

EXHIBIT A

**Special Event Agreement
Clabber Girl Corporation**

- I. Insurance Requirement Modifications

- II. Additional Services, Equipment, Facilities provided by Clabber Girl.

- III. Additional Fees.

Agreed:

CLABBER GIRL CORPORATION

LICENSEE

By: _____

By: _____

Printed:
Title:

Printed:
Title:

Date:

Date:

Rev. 10/02/08