Tanglewood Forest Property Rental Agreement

is Agreement, made thisday of,
TWEEN
d David Hall, for the RGK/Amtgard, Inc. Kingdom of the Emerald Hills, whose address is
nglewood Forest, 1095 North West County Road 3055, Purdon, TX.

The real property described above, together with all personal property including equipment, and other appurtenances on or within the real property shall all be subject to this Agreement and shall hereafter be referred to collectively as the "Tanglewood Forest."

- **Section 1. Term of Agreement.** This Agreement is for the specified dates, and approval by David Hall and the Amtgard Royal Groundskeepers of Tanglewood Forest. This Agreement may be terminated with cause by either party at any time, subject to thirty (30) days written notice.
- a) Processing Reservations. David Hall shall handle all communications and negotiations with Lessees with respect to renting the Property, including but not limited to the following: process requests for information on the Property's amenities, location, etc.; negotiate rental amounts; confirm reservations; accept advance deposits; register tenants and issue standard rental policies; issue and retrieve keys; process final payment and account for funds from Lessees.
- **b)** Cleaning and Maintenance. Lessees shall be responsible for leaving Tanglewood Forest in a clean and habitable condition and shall be responsible to take whatever action is necessary to clean the Property after the termination of any rental.

Responsibilities <u>include</u> the following: Trash bags removed to the Trash Trailer, removal of signage, structures and/or additional materials (unless authorized), and campsites cleaned and left as they were found.

- C) The RGK shall provide electricity, and water, and shall be responsible for the payment of all expenses as they may relate to the above or to the Property.
- **D)** The Lessee shall bring to Tanglewood Forest the following items, all in good working order: fire extinguisher(s) or bucket of sand and shovel for each firepit that is used. Animals are required to be on a leash, and in control at all times.
- **Section 2. Notice of Occupancy.** Lessee must notify the RGK in writing or by phone through David Hall of any intent or request to occupy Property. Lessee will receive a valid confirmation from the RGK verifying the reservation prior to occupancy. The RGK will attempt to accommodate the Lessee but can make no guarantee for use of Property; occupancy will be subject to all confirmed reservations.

- **Section 3. Agent Liability.** The RGK, Amtgard Inc. and/or David Hall shall not be liable for any injury, damage, or loss sustained by Lessee or tenant, or any person claiming through tenant, as a result of any accident or occurrence in or upon the Property, except in the case of direct negligence or willful misconduct by the RGK, Amtgard, Inc. or David Hall.
- **Section 4. Indemnity.** Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature.
- **Section 5. Representation of Title.** David Hall represents and warrants to the Lessee peaceful possession and exclusive use and that he owns the Property described herein, and that he has no knowledge of any condition or restraint on his ability to enter into this Agreement to allow for short term rentals.
- **Section 6. Waiver.** Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall be effective unless in writing, and no such waiver shall effect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion of any other term or condition hereof.
- **Section 7. Parties in Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability or any third persons to any party to this Agreement.
- **Section 8. Further Assurance.** During the term of this Agreement, and any right or obligation established hereby, each party shall execute and deliver such other and further documents and instruments, and shall perform such other and further actions, as may be necessary or appropriate to complete the transactions contemplated by this Agreement, and to fulfill the proposes of such transactions.

Section 9. Notices. All notice to the Owner may be addressed to the Owner at: David Hall - 972.686.7755 (home) 972.247.4889 x241 (work)

mcfadden@midnightsun.org

rgk@tanglewoodforest.org

Who is Bound. This Agreement is binding upon the parties hereto, their representatives, successors, heirs and assigns.

IN WITNESS THEREOF, the parties hereto have caused this document to be executed in the dates hereinafter written.

Date