

TRINIDAD AND TOBAGO

THIS AGREEMENT is made in duplicate on the ____ day of _____ 20__ between **BRIAN STOLLMEYER** of L.P. #102, La Cuesa Road, Freeport, in the Island of Trinidad and Tobago (hereinafter called "the Owner" of the One Part) and (hereinafter called "the Licensee") of the Other Part.

WHEREAS:

- a) The Owner is owner and proprietor of a property located at off Cemetery Road, Freeport, known as "Sandy Hill Nature Park & Terrace" and hereinafter referred to as "the Premises".
- b) The Owner has established and developed the Premises in an environmentally sensitive area within the Central Range in an ecologically friendly manner.
- c) The Licensee is desirous of obtaining a license from the Owner for the use of the Premises for the purpose of staging a social engagement (hereinafter referred to as "the Event") on _____ .
- d) The Owner and the Licensee have agreed to enter into a license agreement for the use of the Premises under the terms and conditions set out herein.

WHEREBY IT IS AGREED as follows:

1. In consideration of the sum of _____ to be paid to the Owner by the Licensee under the terms set out in the Clause 2(a) below the Owner hereby grants the Licensee a license for the use of the Premises on the date(s) specified in (c) above between the hours of _____ (hereinafter referred to as "the License Period") for the purpose of staging the Event in an environmentally sensitive manner and in strict accordance with the terms and conditions set out herein.
2. The Licensee agrees and undertakes:
 - a. to allow up to a maximum of _____ people into the Premises for the purpose of attending the Event as guests of the Licensee and to at no time exceed this amount during the course of the License Period.
 - b. To pay to the Owner the Licence Fee referred to in (1.) above in two instalments, with the first instalment (which is NON REFUNDABLE) due at the time of reservation and the second, not less than seven (7) days before the licence period begins.
 - c. to deposit the sum equivalent to 20% of the total cost with the Owner contemporaneously with the payment of the final instalment as security for the performance and observance by the Licensee of the undertakings contained in the Agreement such sum to be repayable to the Licensee (less such amount as maybe due to the Owner in respect of any costs incurred due to any damage or impairment caused by the non-performance or non-observance of

the provisions of this Agreement by Licensee) within two (2) days of expiration of the License Period or such longer period as may be necessary to ascertain such amount due to be retained by the Owner. The Licensee further agrees to make good to the Owner all damage in excess of the security deposit that may be caused to the Premises as a result of the hosting of the Event whether due to the act of negligence of the Licensee or its employees or to the act of a third party at the function;

- d. to manage and conduct the Premises during the License Period so that nothing shall be done to offend against any statute or any of the regulations of the Environmental Management Authority, the Forestry Division, the Regional Corporation or any other local or public authority governing the Premises in any way nor to do or to permit or suffer to be done any act or thing which may in any way imperil any insurance effected in respect of the Premises;
- e. to provide a sufficient number of security guards, attendants and staff for the efficient supervision and maintenance of the Premises during the License Period and for the safety thereof and the preservation of order therein;
- f. to permit the Owner and his employees or authorized agents to enter and view the Premises and the arrangements made by the Licensee for the proper supervision and maintenance thereof;
- g. to comply with all reasonable instructions from the Owner or its employees or authorized agents regarding the preparation of the Premises for the Event;
- h. to take all necessary precautions against the outbreak of fire at the Premises;
- i. to ensure that all means of exit from the Premises are free from obstruction and immediately available for instant free public egress;
- j. to ensure that there is absolutely no littering of the Premises and the surrounding area.

3. The Licensee further agrees that it shall:

- a. not hang, place, stick, nail or tie decorations of any kind (including *inter alia* lights, streamers, balloons or any other paraphernalia) from the trees, plants, shrubs, walls, ceiling or any other part of the Premises without prior approval of the said decorations by the Owner;
- b. not bring or use any highly flammable substance in or around the Premises or any part thereof;
- c. not use or allow to be used any amplified music that is not in accordance with the Environmental Management Authority Regulations;
- d. not engage in any performance or activity that may involve in any danger to any individual or the public;
- e. not do nor allow to remain upon the Premises anything which may be or become or cause a nuisance, annoyance, disturbance, inconvenience, injury or damage to the adjoining natural forest or to the Owner or the owners or occupiers of adjacent or neighbouring Premises;
- f. not use the Premises or any part thereof otherwise than for the hosting of the Event.

4. In the event of any damage being caused to the Premises or anything therein or any article or thing supplied under this Agreement or any vegetation of any kind located in the vicinity of the Premises or to anyone upon the Premises with the Licensee's express or implied consent during the License Period, the Licensee shall at his own expense make good all such damage or loss and in the event of his failure to do so irrevocably authorizes the Owner to make good such damage or loss and hereby covenants to indemnify the Owner against all proper costs, charges and expenses incurred in respect thereof.

5. Provided always and it is hereby agreed as follows:
 - a. The Owner shall not be liable for any damage to any vehicles parked at the Premises or in the vicinity thereof.
 - b. The Benefit or obligations under this Agreement shall not be assignable by the Licensee.
 - c. The Owner shall not be liable for the death of or injury to any person or for damage to any property of or for any losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability incurred by the Licensee or any person referred to in clause 2 in the exercise or purported exercise of the rights granted by clause 2.

6. This Agreement shall be governed by and construed in accordance with laws of Trinidad and Tobago.

IN WITNESS WHEREOF the Owner has set his hand the ____ day of _____ 20
 And the Licensee has executed this Agreement the day and year first herein before stated.

.....
 Owner – BRIAN STOLLMEYER

.....
 Licensee Signature

.....
 Date

.....
 Licensee Name (CAPITALS)

.....
 Company Stamp (If Applicable)

.....
 Date