

STATE OF NORTH CAROLINA
COUNTY OF HARNETT

VENUE RENTAL AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 5th day of August 2022 ~~2019~~, by and between Erwin Plant, LLC, a North Carolina Limited Liability Company (hereinafter referred to as "Erwin Plant") and Erwin Chamber (hereinafter referred to as "Renter").

WITNESSETH:

NOW THEREFORE, in consideration of the foregoing premises, and the terms, covenants and conditions set forth in this Agreement, and for other good and valuable consideration, the parties, desiring to be legally bound agree as follows:

1. **GRANT.** Erwin Plant, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Renter a license to use mill grass area ("Venue") for the _____ ("Event").
2. **DATE/TIMES OF PERMITTED USE.** Access to the Venue for the Event will commence at 8 o'clock on 10/1/22, to 4 o'clock on 12-31-22 ~~10/1/22~~, for the purpose of hosting the Renter's Event.
3. **RENTAL FEE.** Renter shall pay to Erwin Plant as a rental fee for the use by Renter of the Venue, the sum of \$ 0, plus all other charges to be paid by Renter under this Agreement (the "Rental Fee").
4. **INDEMNIFICATION.** To the fullest extent permitted by law the Renter shall indemnify, defend and hold harmless Erwin Plant, its officers, agents and employees from and against any and all loss, costs (including attorney's fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Renter, its agents, employees, contractors, lessees, invitees, representatives, in, on or about the Venue. This indemnity shall survive the termination of this Agreement. Renter hereby releases Erwin Plant from any and all liability or responsibility to Renter or anyone claiming through or under Renter by way of subrogation or otherwise for any loss or damage to equipment or property of Renter covered by any insurance then in force.
5. **CONDITION.** Renter agrees to accept the Venue in its "as-is" condition "with all faults".
6. **CLEAN UP.** Renter shall remove all personal property, trash, and other items that were not present at the Venue when Renter took control of it.
7. **TERMINATION.** Erwin Plant may terminate this Agreement based upon any one or more of the following events:
 - a. Failure of Renter to pay the Rental Fee or any other charges due hereunder when the same is due;

- b. Renter fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Erwin Plant by law or in equity, Erwin Plant may, with or without further notice, forthwith terminate this Agreement and expel and remove Renter, or any other person or persons in occupancy from the Venue, together with their goods and chattels, using such force as may be necessary in the judgment of Erwin Plant or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Venue, and in addition to any other remedy it may have, Erwin Plant may recover from Renter all damages it may incur by reason of such breach by Renter.
8. **INTERFERENCE.** Renter shall use the Venue in a manner which shall not cause interference with the use or occupancy of the other portions of the property owned by Erwin Plant or others in any way. Renter's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Erwin Plant in maintaining the premises.
9. **RESTORATION.** If any damage occurs to the Venue, or if any repairs or replacements need to be made to the Venue as a result of Renter's exercise of its rights under this License, Renter shall pay Erwin Plant for any such damage, repairs, or replacements upon demand by Erwin Plant.
10. **SUBLEASE AND ASSIGNMENT.** The Renter shall not assign or sublet the leased premises or any part of the premises without the Erwin Plant's written consent.
11. **HEADINGS.** The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Agreement.
12. **GOVERNING LAW:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina.
13. **BINDING EFFECT.** All rights and liabilities herein given to or imposed upon either of the parties hereto shall extend to the heirs, executors, administrators, successors and assigns of such parties.
14. **SEVERABILITY.** If any clause provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term or extensions hereof, in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
15. **MODIFICATION.** This Agreement may not be changed or modified in whole or in part without express written consent of the parties hereto.
16. **SUCCESSORS.** Subject to the other provisions of this Agreement, all of the terms, covenants, and conditions of this Agreement shall inure to the benefit of and shall bind, as the case may be, not only the parties hereto but the heirs, executors, administrators, successors, assigns, and legal representatives of the respective parties hereto.
17. **AUTHORIZATION FOR AGREEMENT.** The execution and performance of this Agreement by the parties have been duly authorized by all necessary laws, resolutions or company

action, and this Agreement constitutes a valid and enforceable obligation of the parties in accordance with its terms.

18. CERTIFICATION. By signing below the parties hereto certify that they have read the entire contents of this Agreement; have individually been afforded sufficient opportunity to obtain independent legal advice prior to executing this Agreement; fully understands the provisions set forth in this Agreement and acknowledges that each term, condition and provision is fair and reasonable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.



Norman Avery, Vice President of Erwin Plant, LLC

8-8-2022
Date



Signature

8/8/22
Date

FRANK M. TOTH

Print Name