

WARREN RANCH LICENSE AGREEMENT

This License Agreement (“**Agreement**”) is between the “Ranch” and “Customer” as those terms are defined below, and is dated as of the date (the “**Effective Date**”) Customer executes the Estimate, as defined below.

For good and valuable consideration the parties hereto agree as follows:

DEFINITIONS

The following terms have the following definitions when used in this Agreement:

“**Customer**” means the individual or entity, as applicable, identified in the Estimate as Customer.

“**Customer’s Party**” means Customer and any individual accompanying Customer to property of Ranch.

“**Deposit**” means the \$ amount required as a deposit under the Estimate.

“**Estimate**” means the Estimate signed by Customer and received by Ranch.

“**Package**” means the items or services described in the Estimate, including the quantities, rates and amounts described therein, plus any additional items or services provided by Ranch to Customer or Customer’s Party.

“**Package Price**” means the total \$ amount specified in the Estimate, plus the price of any additional items or services provided by Ranch to Customer or Customer’s Party.

“**Ranch**” means Warren Ranch, L.P.

“**Stay**” (if the Package includes lodging) means from the “Arrival Date” as set forth in the Estimate (check-in time is no earlier than 4:00 p.m. on Arrival Date) through the “Departure Date” as set forth in the Estimate (check-out time is no later than 11:00 a.m. on Departure Date).

“**Stay**” (if the Package does NOT include lodging at Ranch property) means the duration of each individual item comprising the Package. Customer must arrange for off-site lodging.

TERMS

1. Customer agrees and promises to purchase from Ranch, and Ranch agrees and promises to sell or provide to Customer, the items or services, as applicable, comprising the Package during Customer’s Stay for the Package Price.

2. Customer agrees and promises to deliver to the Ranch the Deposit upon Customer’s execution and delivery of the Estimate, and further agrees and promises to pay to the Ranch the balance of the Package Price immediately upon arrival at the Ranch property and prior to the occurrence of any activities described in the Package. Customer acknowledges that a reservation is confirmed only upon Ranch’s receipt of the Estimate and Deposit and no reservation will be established for Customer unless and until Ranch receives the Estimate and Deposit.

3. Customer acknowledges and agrees that the Deposit is entirely non-refundable and will not be refunded for any reason, regardless of the circumstances.

4. Customer acknowledges that Customer will receive no refund or credit for any portion of the Package Price for early departure or Customer's failure to take all game contemplated by the Package or failure to use less than all of the items or services described in the Estimate, regardless of weather or circumstances.

5. A MasterCard or Visa credit card may be used by Customer as Customer's method of payment. If Customer provides Ranch with a MasterCard or Visa card as Customer's method of payment, Customer expressly authorizes the Ranch to charge the card for the Package Price and all other amounts, if any, that become due with regard to the Package or Stay or any modifications thereof, including, without limitation, amounts due with respect to Ranch property damaged by Customer or any person in Customer's Party. If the Ranch is unsuccessful in its attempts to charge the card for amounts due or that become due, Customer's reservation will be cancelled and all amounts previously paid will be forfeited by Customer.

6. Customer agrees and acknowledges that the Ranch makes no guarantee or representations concerning animal or harvest quantities or quality and that the only representation by Ranch in this regard is to provide Customer the items or services described in the Package with no guarantees whatsoever of success.

7. Customer further agrees and promises the following:

- (a) Customer and Customer's Party will obey all state and federal game laws, rules or regulations.
- (b) If hunting is a part of the Package, Customer and each person in Customer's Party that participates in any hunting will at all times while on Ranch property and during the Stay carry on his or her person a valid Texas hunting license issued to such person by the Texas Parks & Wildlife Department.
- (c) Neither Customer nor any person in Customer's Party may consume any alcohol or other controlled substance or drug during the period beginning 6 hours prior to any hunting activities (or firearm use) through the conclusion of such hunting activity (or firearm use). Further, neither Customer nor any person in Customer's Party may participate in any hunting activity or firearm use while under the influence of alcohol or any controlled substance.
- (d) Customer and each person in Customer's party must exercise utmost good judgment and hunter safety at all times and refrain from disturbing or endangering any other person or Ranch property. A ranch representative may, at the representative's sole discretion, require Customer or any person in Customer's party to cease participation in a shooting activity should the representative determine that Customer or such person is being unsafe or presents a danger to others.
- (e) Customer and each person in Customer's Party must obey and abide by all rules or guidelines set out by the Ranch, including instructions from Ranch employees and representatives and the Warren Ranch Rules.

8. If Customer fails to timely pay the Package Price or any other amounts, if any, that become due with regard to the Package or Stay or any modifications thereof, including, without limitation, amounts due with respect to Ranch property damaged by any person in Customer's Party, or any person in Customer's Party violates any other term of this Agreement, the Package, Stay and this Agreement will be terminable at the Ranch's absolute and sole discretion and all amounts due will remain due and owing by Customer without any refund or credit.

9. This Agreement is not assignable or otherwise transferable by Customer to any party.

10. Customer acknowledges and agrees that, notwithstanding Customer's county or state of residence or jurisdiction of organization, this Agreement, Estimate and Warren Ranch Rules will be deemed performable entirely in Coleman County, Texas and none other, and venue of any action between the parties arising in any way from this Agreement, the Estimate or Warren Ranch Rules will be Coleman County, Texas and none other.

11. Customer and the Ranch, in further consideration of the Estimate and this Agreement, hereby expressly agree that any dispute between the parties which arises in any way, directly or indirectly, from the Estimate or this Agreement, including, but not limited to, any claims arising from any act or omission occurring during the Stay or on Ranch property, shall be submitted to binding arbitration before a single arbitrator (the "Arbitrator"). The Arbitrator shall be a qualified licensed attorney mutually selected by the parties or, if no agreement is reached on the selection of an Arbitrator, appointed by a court of competent jurisdiction.

12. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. Faxed, photocopy, electronic or Portable Document Format (PDF) signatures shall be deemed originals for all purposes.

13. If any provision of this Agreement is deemed unlawful or otherwise unenforceable by a court of competent jurisdiction, the unenforceable portion will be severed herefrom and the remainder will remain valid and enforceable.

14. Customer acknowledges and agrees that no person except persons in Customer's Party that have signed a Release, as defined below, may accompany Customer on Ranch property, except that other customers or guests of the Ranch may also be present and participate in activities at the Ranch. Neither Customer nor any person in Customer's Party will have sole possession of any Ranch property; provided, however, that if Customer's Party consists of eight or more people, Customer will have exclusive use of the Warren Ranch Lodge.

15. Customer acknowledges and agrees that Customer and all persons in Customer's Party, upon arrival and prior to undertaking any activities, must read and execute a General Release, Indemnity and Authorization For Medical Treatment (the "Release"), which is incorporated herein by reference for all purposes. Any person that refuses to sign the Release will be prohibited access to any Ranch property or services and dismissed (without refund, credit or offset of any portion of the Package Price). A copy of the Release will be provided to Customer in advance.

16. Customer agrees and promises to pay the Ranch prior to departure the current amount as defined in the Ranch's most current rate sheet for any animals that are shot, killed or injured (at the Ranch's sole discretion) by any person in Customer's Party, and \$5,000.00 for any livestock, and \$10,000.00 for any horse, and \$3,000.00 for any dog that is shot, killed, or injured (at the Ranch's sole discretion) by any person in Customer's Party.

17. **CUSTOMER AGREES TO INDEMNIFY, RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS RANCH AND ITS PARTNERS, AFFILIATES AND RELATED ENTITIES AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, MEMBERS, SHAREHOLDERS, PARTNERS, DIRECTORS, MANAGERS, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL PERSONAL INJURY OR PROPERTY DAMAGE CAUSED IN WHOLE OR IN PART BY CUSTOMER OR ANY PERSON IN CUSTOMER'S PARTY OR ARISING IN CONNECTION WITH OR AS A RESULT OF ACTS OR OMISSIONS OF CUSTOMER OR ANY PERSON IN CUSTOMER'S PARTY.**

18. **THIS AGREEMENT, THE ESTIMATE AND WARREN RANCH RULES SET FORTH THE PARTIES' ENTIRE UNDERSTANDING AND SUPERSEDES AND PREEMPTS ALL PRIOR ORAL OR WRITTEN UNDERSTANDINGS AND AGREEMENTS WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, THE ESTIMATE AND WARREN RANCH RULES.** No modification, termination or attempted waiver of this Agreement is valid unless in writing and signed by the party against whom the same is sought to be entered.

[End of License Agreement]