

The Telesis House v2.0
Event Rental Terms and Conditions Agreement

1. BOOKING TERMS + AGREEMENT This Agreement shall enter into force once (1) it has been signed by the Lessee and Lessor, (2) the advance payment of 50% of the rental reservation price has been received by the Lessor and (3) the \$2,500 security deposit has been received by the Lessor. By signing this Agreement, the both parties agree to the conditions laid down herein.

2. RESERVATION RATES + PAYMENTS: You agree to pay the rental reservation amounts in your Reservation Confirmation Invoice, attached to this contract as Exhibit A ("Reservation Confirmation Invoice"). Your reservation will be cancelled if you fail to make payment on time.

50% of the rental reservation fee is required to confirm your reservation if booked at least 60 days in advance of the day of your event. 60 days prior to your event the rental reservation fee must be paid in full. If booked less than 60 days in advance, 100% of the rental reservation fee is required to confirm your reservation.

Part Day Four House Event Rental Rates:

\$2,250 (Fridays or Sundays); \$3,000 (Saturdays or holiday weekends) for up to 75 guests

Full Day Eight Hour Event Rental Rates:

\$4,500 (Fridays or Sundays); \$5,500 (Saturdays or holiday weekends) for up to 50 Guests

\$7,000 (Fridays or Sundays); \$8,000 (Saturdays or holiday weekends) for 51-125 Guests

The reservation fee includes:

Access. Exclusive use of the interior courtyard, lawn and fenced area between 12pm and 8pm (eight hours for a Full Day Rental or four hours for a Part Day Rental). No access to the interior of the house or the swimming pool.

Capacity. Space for 125 guests standing or 100 guests sitting.

Parking. Onsite parking for a maximum of two vehicles and limited street parking.

Load In/Out and Staging. There is a loading zone directly at the rear of the property with easy double door access. The Telesis House features ample outdoor set-up areas for your caterer and any other event providers you may engage.

Furniture. Limited outdoor furniture and tables.

Utilities. On various sites throughout the property there is limited ambient outdoor lighting and utility access.

Site Manager and Event Coordinator. On the day of your event, we will assist with your reservation, make any necessary changes, advise on the layout design and help with checking in of vendors you have engaged. Prior to your event we will coordinate a date and timeframe for you and your contract vendors to visit the property.

Internet. Limited wi-fi is available.

Accessibility. The property is on street level and is wheelchair accessible.

3. SECURITY DEPOSIT: To confirm your reservation, a \$2,500 refundable security deposit is required with the signed contract and reservation fee. This security deposit will be refunded partially or retained entirely if the premises, furniture and/or other items provided by us are returned in any unacceptable condition or if rental items are missing. Any clean-up that is beyond normal wear and tear, or damages, will be charged to you and collected from the security deposit. In addition, if the event is not concluded by 8pm, the security deposit will be retained by the Lessor. If the event is cancelled, 100% of the security deposit will be refunded to the Lessee.

The Lessee is contractually obliged to keep the premises clean during the rental period. The Lessee shall be liable for any damage, loss or injury caused to the Property or its contents, any lost or stolen items, or any excess cleaning or maintenance required during the term of the booking. Any damage caused during the stay must be reported immediately to the Lessor. In the event that we confirm the existence of damage, you agree to pay the cost of repairing or replacing the damaged Property and/or damaged contents. The payment will be charged to and taken from any security deposit paid by you. We reserve the right to make a claim under your homeowner's, renter's or other insurance policy related to any Property damage or loss that you may have caused or been responsible for.

4. LIABILITY INSURANCE: The Lessee and any special event vendor(s) engaged by the Guest must furnish "event" liability insurance at least 30 days prior to the event. A certificate of insurance must be furnished, showing personal liability coverage of \$3,000,000 for bodily and property damage. The Telesis House shall be listed as certificate holder/additional insured on the certificate of insurance. You can purchase insurance through your own agent or any number of online event insurance providers.

5. REFUNDS + CANCELLATIONS: 100% of the rental reservation fee is refundable when cancellations occur 12 months prior to the event date. 50% of the reservation fee is refunded when cancellations occur between 6 and 11 months before the event date. None of the reservation fee is refunded when cancellations occur less than 6 months prior to the event date. Any changes to reservations will be treated as cancellations unless otherwise authorized by Lessor.

We cannot provide refunds and will not be liable for any damages or injury caused by conditions beyond our reasonable control including, but not limited to, weather conditions, acts of God, force majeure, strikes, civil disruptions, embargoes, and wars or other hostilities, whether actual, threatened or reported. Refunds will not be given for weather conditions (either locally or at your location), nearby construction, steep or difficult road conditions, utility service outages, poor or slow wi-fi, medical emergencies, death or illness, evidence of pests, or any changes in or unavailability of amenities, all of which are subject to change without notice. There are no refunds for late arrivals, early departures, no-show or emergencies of any kind. All Guests must comply with mandatory evacuation orders. We recommend protecting your event with insurance which provides for some weather related coverage.

6. THE TELESIS HOUSE EVENT GUIDELINES: The following list of policies and procedures will assist with event planning and help ensure that all Guests enjoy their experience at the Telesis House. Please remember that the Telesis House is a historically significant landmark residence that has been

painstakingly restored, as well as a beloved family home. We ask that the house and grounds be treated with the utmost consideration, respect and care.

7. ACCESS: The Telesis House is available as an outdoor event space only; guests, caterers and other event providers will not have access to the inside of the house.

8. CAPACITY: Outdoor events are limited to 125 people standing and 100 sitting.

9. HOURS: The Telesis House is available for event use Fridays, Saturdays and Sundays between 12pm and 8pm. No early arrivals or late departures will be allowed unless approved in writing in advance by the Lessor.

10. EVENT COORDINATION. On the day of the event a site manager will be present to assist with your reservation, proportionate to the type of rental you have confirmed. Full Day Eight Hour event rentals will receive 10 hours of site management and Part Day Four Hour event rentals will receive 5 hours of site management. Events requiring extra site management need to be arranged in advance and will be charged an additional fee. Prior to your event a date and timeframe may be coordinated for you and your contracted vendors to visit the Property. The availability of visits to the Property prior to the event date are at the sole discretion of the Lessor.

11. SET UP AND CLEAN UP: Set up and clean up are the responsibility of you, your caterer and any other event providers. This also includes the removal of all trash and recycling from the premises. Please be sure you caterer and other providers include this service. Events requiring extra janitorial service need to be arranged in advance and will be charged an additional fee. The premises, furniture and any other items provided by the Telesis House must be left in the condition you received them. Staging for tents and dancing are only allowed on specific areas of the Property.

Complaints regarding the Property should be made by the Lessee before set up; otherwise, it will be assumed that the Property, in accordance with the inventory and this Agreement, has been found in good condition. Issues not reported before the time of set up or issues reported after your departure will not result in any refund or rate adjustment. Refunds or rate adjustments cannot be made for any mechanical failure.

12. CATERERS: The Telesis House requires the use of approved caterer for all events. You may use one of our recommended vendors to serve food, beverages and alcohol. There are no kitchen facilities available at the Telesis House, so please make sure caterer is aware of this and plans accordingly. Caterers need to have all food in proper containers and all necessary equipment to keep food hot or cold as required by law.

13. BEVERAGES: Any non-alcoholic, wine, beer or alcoholic beverage of your choice may be served during events. A licensed server is required for alcoholic beverages and can be arranged through your selected caterer.

14. ENTERTAINMENT + MUSIC: You are responsible for providing your own audio/visual entertainment, approved by Telesis House. You may engage acoustic music ensembles or soft background music for your event as long as the provider agrees to meet sound limits and guidelines. Music must end by 8pm according to country ordinance.

15. RENTAL EQUIPMENT Limited outdoor furniture, tables and lighting are provided at the Telesis House. You are responsible for renting any additional tables, chairs, tents, linens, decor, lighting, luxury portable restroom, A/V equipment, etc needed for your event.

16. DINNER SERVICE + TABLEWARE: All dinner service and tableware must be provided by you, your caterer or other event provider. No glass items are permitted on the premises; please contract for plastic, recyclable or compostable materials. The Telesis House has no dinner sets or serving equipment.

17. PHOTOGRAPHY + FILMING: Photography and videography are allowed for personal use only. Photographs or film recordings of the Property may be published only with the written consent of the Lessor. The Property may be used for photo shoots, film recordings or other commercial activities only with the prior Agreement of the Lessor.

18. OPEN FLAMES: Absolutely no candles, fires or open flames are allowed anywhere on the Property or surrounding areas.

19. SMOKING: Absolutely no smoking is permitted anywhere on the Property or surrounding areas due to increased fire risk.

20. FIREARMS. Absolutely no firearms are allowed anywhere on the Property or surrounding areas.

21. SWIMMING POOL: Use of the swimming pool is prohibited. There is no lifeguard on duty and children must be monitored near the pool at all times.

22. UTILITIES: The Telesis house has limited outdoor utilities, including electricity. Know your limits as you may need to rent a generator to power any additional lighting, A/V, and/or catering equipment you engage for your event.

23. DECOR. The Telesis House does not permit hanging or affixing anything from its exterior walls. No confetti, glitter, rice, or straw/hay bales are permitted under any circumstances.

24. PETS: The Telesis House is happy to welcome up to two well-behaved dogs on the Property. Dogs must be kept outside, on a leash at all times and Guests must clean up any dog waste. Dogs are not allowed on any furniture at any time and should not be left unattended. No cats or other pets are allowed. If the Property is damaged by the dog(s) or excessive cleaning or maintenance is required, you will be billed for the amount required to remedy the damage and cover the costs of additional cleaning or maintenance.

25. OUR COMMITMENT TO YOU: We want you to have a fantastic rental experience. If you have questions or issues concerning the Property during your event please notify the Lessor immediately. We will strive to resolve issues as soon as possible. You understand that we have made every effort to accurately describe and present the Property, but we shall not be liable for any inaccuracies in such presentation or description or any changes in the condition of the Property, the grounds, or any other portion of the Property. In the event that you leave any personal property at the Property after your departure, please contact the Lessor immediately. We will use reasonable efforts to assist you in retrieving the personal property, but cannot guarantee that such personal property will be returned.

26. YOUR COMMITMENT TO US: By making the reservation, you warrant that you (a) are over 21 years old; (b) are making the reservation for your own use and not on behalf of any other person; (c) are authorized to make the booking under these terms and conditions by all other members of the party; (d) accept full responsibility for all persons who will use the Property; (e) accept full responsibility for making all payments due to the Telesis House under this Agreement; and (f) have read all of the terms and conditions of this Agreement and understand that you will be bound by them.

27. USE OF PROPERTY: You shall exercise due care in use and occupancy of the Property. By entering into this Agreement, you agree to (a) use all utilities reasonably, (b) behave lawfully at all times while you are on the Property; (c) not hold events that exceed capacity limitations at the Property; (d) avoid the use of loud music or other activities which could constitute a nuisance to occupants of surrounding properties; (e) abide by all terms as set forth by this Agreement.

28. VALUABLES: It is the responsibility of the Lessee to ensure that all personal items of value are insured. The Lessor shall not be held liable for the loss of or damage to the personal property of the Lessee.

29. RIGHT TO EVICT: We reserve the right to immediately terminate the Agreement in which case you and any Guests or invitees must immediately vacate the Property. The right to immediate termination will arise in any of the following circumstances:

1. If we reasonably believe that there has been a material breach of the Agreement;
2. If we reasonably believe that you, your Guests or invitees are behaving in an unlawful manner;
3. If we reasonably believe that the behavior of you, your Guests or invitees endangers the safety of others or is likely to cause damage to the Property;
4. Your occupancy of the Property exceeds the occupancy limits; or
5. If we receive complaints of anti-social behavior or behavior that is likely to cause damage to the Property or surrounding properties.

If we exercise our right of immediate termination, we will have no liability to you or any member of your party, including without limitation the payment of any compensation to you or the payment of any costs or expenses incurred by you as a result of not being able to occupy the Property, such as the cost of an alternative event rental. We will have no further obligation to you, including, without limitation, finding alternative event rental locations for you.

30. LIMITATION OF LIABILITY AND DAMAGES: You acknowledge that you will be occupying and using the Property, without limitation, entirely at your risk and at the risk of members of your party. The Lessor is not responsible for any bodily or personal injury, accident, death, property loss or damage, loss of physical or mental enjoyment, expense, cost or inconvenience directly or indirectly caused to you or to any member of your party, by or arising out of the use or occupation, or the condition of the Property or its approaches (collectively, the "Risks"). You expressly assume all such Risks. The fact that children may be permitted on the Property does not imply that the Property is without risk to children. You are responsible for supervising children at all times. To the fullest extent permitted by law you, on behalf of all members of your party and invitees, hereby release the Lessor from any liability for "fault."

In addition, you agree that the Lessor shall not have any liability for indirect, incidental or consequential damages of any type. If you or any member of your party or invitee has a claim against the Lessor with respect to, or arising from this Agreement or the use of the Property, the maximum liability in all circumstances will be the amount of money you have paid under this Agreement.

31. HOLD HARMLESS: You agree to indemnify, defend and hold the Lessor harmless from and against all loss, liability, claims, judgments, damages, costs and expenses (including attorney fees) which may be incurred by the Lessor in connection with (a) any damage to persons, the Property or surrounding Properties that is caused by you, your Guests or invitees; (b) any damage that results from the failure of you, your Guests or invitees to abide by the terms of this Agreement; or (c) the enforcement of this Agreement.

32. FORCE MAJEURE: Except where otherwise stated in this Agreement, we shall not be liable for any change or cancellation which is a result of circumstances beyond our reasonable control and which we could not reasonably have foreseen, including but not limited to strike, lock-out, labor dispute, act of God, acts of terrorism, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, insolvency or bankruptcy of at the Lessor, fire, flood, snow and storm, exceptional weather conditions, difficulty or increased cost in obtaining workers, goods or transport and other circumstances affecting the supply of goods or services.

33. SEVERABILITY: If any provision in this Agreement is deemed to be illegal, unenforceable or invalid for any reason, it shall be deemed to have been struck out and the remaining provisions shall survive and continue to be binding and enforceable.

34. NO WAIVER: Any failure by the Lessor to enforce any provision of this Agreement at any time shall not be construed as a waiver of such provision and shall not affect our right to enforce such provision.

35. NO ASSIGNMENT: You may not transfer, assign or otherwise dispose of your interest in this Agreement without our prior written consent.

36. JURISDICTION, ARBITRATION AND WAIVER OF JURY TRIAL: All claims, disputes, causes of action or other matters in question of any kind or nature whether in law or in equity (including without

limitation claims for bodily injury or death) arising out or relating to this Agreement and use or occupancy of the Property by you, your Guests, and your or your Guests' invitees (collectively "Claims"), shall be finally settled by binding arbitration in California pursuant to the Commercial Arbitration Rules of the American Arbitration Association. You agree to the exclusive jurisdiction and venue of the state and (assuming subject matter jurisdiction) federal courts located in Napa County, California. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO CLAIMS, THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.