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NON-EXCLUSIVE LICENSE, WAIVER, RELEASE AND INDEMNITY AGREEMENT

THIS NON-EXCLUSIVE LICENSE, WAIVER, RELEASE AND INDEMNITY AGREEMENT (“Agreement”) is

entered into by and between Aaron Lonergan, individually, Sandy Bottom LLC, Rivers Edge, LLC (collectively, “Licensor”) and the

undersigned (“Licensee”), as of the \_\_\_day of\_\_\_\_\_\_\_, 202\_\_, for the sole purposes and only upon the express terms and conditions

more fully stated herein. Licensor and Licensee are each referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, Licensor is the owner of certain real property consisting of approximately 165 acres located in Sedgwick

County, Kansas.

WHEREAS, Licensor desires to grant to Licensee, and Licensee desires to accept for Licensor, a non-exclusive license to

use such real property for Licensee’s personal, non-commercial use pursuant to the terms and conditions set forth in this License.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants hereinafter set forth, and for other good and

valuable consideration, the Parties agree as follows:

1. License. Subject to the terms and conditions more fully set forth in this Agreement, Licensor hereby grants to Licensee a

revocable, non-exclusive right to use the following described real property (the “License”), to wit:

NW/4 of 31-29-2E, N/2 SE/4 of 31-29-E, SE Cor SW/4 NE/4 of 31-29-2E in Sedgwick County, Kansas, subject to easements

and rights of way of record (collectively the “Property”).

2. Personal; Non-Exclusive License. The License granted to Licensee is solely for the benefit of Licensee, and his/her/its guests

and invitees so long as Licensee is present at the Property. The License granted to Licensee is non-exclusive and subject to and

subordinate to the rights of Licensor and any other co-owner of the Property, who may use, transfer and/or convey the Property

and/or any interest in and to the Property at any times and in any manner Licensor so desires. Licensor reserves the absolute

right to make any installation, alteration or addition to or upon the Property at any time, regardless of the rights granted to

Licensee hereunder.

3. Term. The term of the license granted by this Agreement shall commence upon the execution of this Agreement by Licensor

and Licensee and continue until either Licensor or Licensee provides notice of such Party’s election to terminate to the other

Party.

4. License Fee. During the term of this Agreement, Licensee shall pay to Licensor the sum of Five Hundred Dollars ($500.00) per

year in advance. Licensor shall have the right to prorate any partial year. Licensee shall pay to Licensor the additional sum of

Thirty Dollars ($30.00) per day for any day in which Licensee brings a guest with their own vehicle for use at the Property along

with Licensee.

5. Restrictions on Licensee’s Use of Property. Licensee may only use the Property on the weekends for the non-commercial,

personal use of driving their own ATV vehicles on and about the Property. Licensee may not use four-wheelers or motorcycles

on the Property at any time. Licensee must have seat belts and roll cages on any and all vehicles used on the Property at all

times.

a. Compliance with Laws. Licensee agrees that no use shall be made of the Property which will be unlawful, improper,

or contrary to any law, ordinance, code, rule, regulation or order applicable to the Property. Licensee, at Licensee’s

expense, shall obtain any and all approvals, permits, and licenses from governmental or quasi-governmental authorities

(Collectively, “Approvals”) which are required for Licensee’s specific use or activities on the Property.

b. No Installations, Alterations or Additions. Licensee shall not make any installations, alterations or additions to or

upon the Property without the express written consent of Licensor which may be withheld, condition, or delayed in

Licensor’s sole, absolute and arbitrary discretion.

6. No Assignment or Sublicense. Notwithstanding any other provisions of this Agreement, the Licensee shall not assign, convey,

encumber or otherwise transfer, voluntarily or involuntarily, this License or any interest herein, or sublicense (which term,

without limitation, shall include granting of concessions, licensees and the like), or allow any other person or entity (except

Licensee’s personal guests and invitees who may only be present at the Property during such times when Licensee is present) to

use and/or occupy the Property, without, in each instance, the prior written consent of the Licensor, which consent may be

withheld in Licensor’s sole, absolute and arbitrary discretion.

7. Damages. Licensee shall keep the Property and every part thereof in good order, condition and repair. Licensee is responsible

for any and all damage to the Property that occurs during or in connection with the use of the Property by Licensee, or any of his

agents, employees, guests or invitees. Licensee agrees to pay Licensor for the cost of repair or replacement of any damage(s).

8. Indemnity. Licensee shall indemnify and save harmless Licensor, and Licensor’s agents, employees guests and invitees, against

and from all claims, expenses or liabilities of whatever nature (a) arising directly or indirectly from any default or breach by the

Licensee or Licensee’s guests, invitees, agents, servants, employees or anyone claiming by or through the Licensee, of the terms

or covenants of this Agreement or the failure of the Licensee or such persons to comply with any rule, order, regulation or lawful

direction now or hereafter in force of any public authority, in each case to the extent the same are related, directly or indirectly,

to the Property or the Licensee’s use thereof; or (b) arising directly or indirectly from any accident, injury or damage to any

person or property occurring where such accident, injury or damage results, or is claimed to have resulted, from any act,

omission or negligence on the part of the Licensee, or the Licensee’s guests, invitees, agents, servants, employees or anyone

claiming by or through the Licensee. This indemnity and hold harmless agreement shall include indemnity against all expenses

or liabilities incurred in connection with any such claim or proceeding brought thereon and the defense thereof with counsel

reasonably acceptable to Licensor. This indemnity and hold harmless agreement shall survive the termination and/or

cancellation of this Agreement.

9. Licensee’s Risk; WAIVER, RELEASE. The Licensee agrees to use the Property at the Licensee’s sole risk; and the Licensor

shall have no responsibility or liability for any loss or damage, however caused, to property of the Licensee or of any person(s)

claiming by, through or under the Licensee. Licensee hereby waives and releases Licensor from and against any and all

claims arising directly or indirectly from any accident, injury or damage to any person or property occurring where such

accident, injury or damage results, or is claimed to have resulted, from any act, omission or negligence on the part of the

Licensee, or the Licensee’s guests, invitees, agents, servants, employees or anyone claiming by or through the Licensee.

This waiver and release shall survive the termination and/or cancellation of this Agreement. Licensee acknowledges and

agrees Licensee shall cause any and all of his/her/its guests, invitees, agents, servants, employees to execute and return a

waiver, release and indemnity agreement prior to use of the Property by such guest, invitee, agent, servant or employee.

10. Rules and Regulations. Licensee agrees to abide by any rules and regulations concerning the Property as may be provided by

Licensor from time to time in Licensor’s sole, absolute and arbitrary discretion.

11. Termination. Notwithstanding anything to the contrary which may be contained in this Agreement, Licensor may terminate this

Agreement at any time. This Agreement shall automatically terminate in the event Licensor sells all or any part of the Property

at any time.

12. Severability. All of the provisions of this Agreement are to be construed as covenants and agreements as though the words

importing such covenants and agreements were used in each separate paragraph or section hereof. If any portion of any term or

provision of this Agreement, or the application thereof to any persons or circumstances, shall, to any extent, be invalid or

unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other

than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision of this

Agreement shall be valid and be enforced to the fullest extent permitted by law.

13. Entire Agreement; Amendments. All negotiations, considerations, representations, and understandings between Licensor and

Licensee are incorporated herein and this Agreement expressly supersedes any proposals or other written documents relating

hereto. This Agreement may be modified or altered only by written agreement executed by Licensor and Licensee.

14. Choice of Law. This Agreement shall be deemed to have been entered into in the State of Kansas, and all questions concerning

the validity, interpretation or performance of any of its terms or provisions, or of any rights or obligations of the parties hereof,

shall be governed by and resolved in accordance with the internal laws of the State of Kansas, including, without limitation, the

statute of limitations.

15. Self-Help. In the event that Licensee shall fail to observe or perform any liability or obligation required to be observed or

performed by it then Licensor shall have the right, upon five (5) days’ notice to Licensee except, however, no such notice shall be

required in the case of an emergency, to perform such obligation and the reasonable cost therefor incurred by Licensor shall be

paid by Licensee to Licensor on demand.

16. Notices. Whenever, by the terms of this Agreement, notice shall or may be given either to the Licensor or to the Licensee, such

notice shall be in writing and shall be delivered by hand, certified mail or sent by so-called overnight “express” mail (such as

Federal Express or U.S. Postal Service Express Mail), at the address set forth for such party on the signature page of this

Agreement, or to such other addresses as may from time-to-time hereafter be designated by a party by like notice. All such

notices shall be effective when personally delivered or when delivered by the “express” mail carrier, as the case may be.

17. Remedies Cumulative. No reference to any specific right or remedy shall preclude Licensor from exercising any right or

having any other remedy, or from maintaining any action to which he may otherwise be entitled at law or in equity under this

Agreement.

18. Captions. Captions and section headings used herein are for convenience only and are not a part of this Agreement, and shall

not be used in construing it.

19. Duplicates and Counterparts. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed to

be an original, and each of which together shall constitute one and the same instrument. Facsimile and/or electronic signatures

shall be treated as originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

LICENSOR:

Aaron Lonergan, individually;

Sandy Bottoms, LLC; and

Rivers Edge, LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Aaron Lonergan, individually and as Manager of Sandy

Bottoms, LLC and Rivers Edge, LLC

LICENSEE:

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E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Sandy Bottom**

**Yearly Membership:**

·   $500.00 paid in full - Full access every Friday, Saturday & Sundays. Receive personal code to gate.

·   $30.00 per person you invite to Sandy Bottom. No code given to friends/family.

**Monthly Membership:**

·  $ 65.00 Full access every Friday, Saturday & Sundays. Receive personal code to gate.

·     $30.00 per person you invite to Sandy Bottom. No code given to friends/family.

**Weekend access:**

·      $75.00 - Full access for one weekend (Friday – Sunday)

**Daily access:**

·       $30 per person for one full day: only Saturday’ and Sunday’s.

**Additional RULES**

**RV/ Camping:**

·        $50 - per weekend (Friday-Sunday) Please do not leave RV/campers out at land for storage. Generator needed for power ·       Water available if needed to fill tanks \* No fires unless in confined grill or pit area. \* No gun s or fireworks ·         All trash must be picked up and disposed of properly ·         Respect others around you (music, yelling, drinking ·         Complaints may result in loss of being welcome back ·         Any pets you bring must be friendly with other pets and people ·         No underage drinking on property ·         No illegal substances allowed on property ·         No fighting or physical altercations of any kind is allowed ·         No 4 wheelers or motorcycles allowed on property ·         Theft of any kind you will be removed for life ·         NO WRECKLESS DRIVING OR HIGH SPEEDS·         Must stay on main roads unless parking (no driving through fields) ·         NO GOING ONTO OTHER PEOPLES PROPERTY.

PLEASE RESPECT THE RULES AND LAND. HAVE A GREAT TIME AND BE SAFE.

