



Client's Domestic Animal On-Site Policy

1. Settlers Creek retains the right to approve or not approve of Client's request to bring a domesticated animal onto the Venue premises.
2. For Venue's consideration, Client must submit a written plan to Settlers Creek detailing the type of animal, the circumstances in which the animal will be made present in the event, its role, time on-site and how such pet will be managed, controlled and cared for during the time it is on the premises.
3. Venue may after review of Client's written request, approve, not approve or require modifications, limitations or additions to the circumstances in which the client's domesticated animal is brought onto the Venue premise and integrated into Client's event.
4. There is an On-Site Animal Fee (see option sheet) for Client animals approved to be on-site by Venue.
5. Client remains solely responsible for the proper care, control and protection of its guests, vendors and Settlers Creek's employees.
6. Client agrees to execute a separate indemnification/hold harmless agreement (see Appendix) as presented below.
7. Client Insurance Requirements for On-Site Animals
 - a. *(Typically for private parties this is an extension of a homeowner's policy):*
 - b. Changes to these requirements are possible at the sole discretion of the venue.
 - i. A general liability policy by a Venue approved insurance underwriter with the following:
 1. Naming Settlers Creek as additional insured.
 2. Client's policy to be primary and Venue non-contributory.
 3. \$500,000 GL
 4. \$1,000,000 Umbrella

Hold Harmless Agreement

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This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on [date] by and between Eventricity USA, Inc. (DBA Settlers Creek, Venue Property) of 5803 West Riverview Drive, Coeur d' Alene Idaho 83814 (1st Party), and [Client Name(s)], located at [address] (2nd Party). Both are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, 2nd Party desires to hold harmless 1st Party from any claims and/or litigation arising out of the domestic animal (dog) brought to the venue property owned and controlled by 2nd Party and circumstances and or action in connection with bringing onto the venue property a domestic animal (type of animal) before and during the event.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, both hereby agree as follows:

TERMS

1. Hold Harmless.

The 2nd Party shall fully defend, indemnify, and hold harmless the 1st Party from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of the 2nd Party and or the domesticated animal under its control, the 1st Party, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses.

2. Authority to Enter Agreement.

Each Party warrants that the individuals (Client Name(s)) who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

3. Amendment; Modification.

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. Waiver.

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service is voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

5. Attorneys' Fees and Costs.

If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. No Effect on Other Agreement:

No provision of this Agreement shall be construed so as to negate, modify or affect in any way the provisions of any other agreement between the parties unless specifically referred to, and solely to the extent provided, in any such other agreement.

7. Enforceability, Severability, and Reformation.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under [insert state] law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under [insert state] law.

8. Applicable Law.

This Agreement shall be governed exclusively by the laws of Idaho, without regard to conflict of law provisions.

9. Exclusive Venue and Jurisdiction.

Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of [insert state]. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. Signatures.

This Agreement shall be signed on behalf of [Client Name(s)] by [Client Name(s)], and effective as of the date first written above.

By: _____ Date: _____
[1st Party Name]

By: _____ Date: _____
[2nd Party Name(s)]