



THE MUSIC DISTRICT

TERMS AND CONDITIONS

(Minor Child)

THE UNDERSIGNED (“**Parent**”), being the parent or legal guardian of _____ (“**Minor Child**”), hereby expressly acknowledges and agrees to the following Terms and Conditions under which the Music District, LLC, a Colorado limited liability company (“**Music District**”) is willing to permit the Minor Child to use the Music District’s facilities and equipment in Fort Collins Colorado:

1. Permission to Use the Room and/or Equipment. The Music District hereby grants permission to the Minor Child to use the Room and/or Equipment subject to the following Terms and Conditions and with explicit permission from the Parent. The violation of any Term or Condition shall be considered material and substantial and the Music District shall have the right to revoke its permission to use the Room and/or Equipment and terminate this License immediately upon the violation of any one or more of the following terms and conditions. Capitalized terms used herein are defined in Exhibit A attached hereto.

2. Use and Care of the Room and/or Equipment. The Minor Child may use the Room and/or Equipment for purposes for which they are intended, such as composing, rehearsing, producing and/or performing music. Any other such uses, including those violating the law or Music District Code of Conduct are prohibited. The Buildings, Room and/or Equipment shall be used with the utmost care and returned in the condition upon which they were found. Damages incurred at the fault of Minor Child shall be the responsibility of the Parent. The Parents acknowledge that the Minor Child has received and reviewed a copy of the Music District Code of Conduct.

Parent’s initials.

3. Drugs, Alcohol and Tobacco. The use or possession of drugs, alcohol and tobacco within the Room, the Building, or on the Real Property is expressly prohibited. “Drug” means any controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802), which includes marijuana.

Parent’s initials.

4. Waiver, Release, and Covenant Not to Sue. The Parent hereby waives, releases, forever discharges and covenants not to sue the Releasees from any and all claims and liability for any and all loss, cost, expense (including attorney’s fees) and damages arising out of, as a result of, on account of, or in connection with any damage to or loss of personal property or any personal injury, illness, paralysis, death, emotional pain and suffering of the Minor Child arising out of the use of the Room and/or Equipment by the Minor Child, except such loss or damage as may be due to the gross negligence or willful acts of the Music District, its agents or employees.

Parent’s initials.

5. Indemnification. The Parent shall indemnify and hold harmless the Releasees, from any loss, liability, damage, cost, or expense, including attorney’s fees, which the Releasees may incur as a result of the Minor Child’s use of the Room and/or Equipment, except such loss or damage as may be due to the gross negligence or willful acts of the Music District, its agents or employees. The Parent shall indemnify the Releasees against any and all cost, liability, or expense arising out of or as a result of any claim made by any person or persons whatsoever by reason of the use or misuse of the Real Property, Buildings, Room and/or Equipment by the Minor Child and shall indemnify the Releasees against any loss, cost, expense, penalty, damage, or charge incurred by reason of any violation of any law, ordinance, rule, or regulation of any governmental authority having jurisdiction over the Real Property by the Minor Child.

Parent’s initials.

6. Binding Arbitration. All Disputes shall be submitted to binding arbitration pursuant to the Colorado Uniform Arbitration Act (CRS §13-22-201, *et seq.*).

7. Amendment and Binding Effect. These Terms and Conditions may not be modified, amended or supplemented, except by written instrument signed by both parties, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and to the extent permitted, assigns.

Parent/Legal Guardian

Date

EXHIBIT A

Definitions

“**Real Property**” means and refers to the real property commonly known as 619 and 639 South College Avenue, Fort Collins, Colorado.

“**Buildings**” means and refers to all Buildings and other improvements presently located or subsequently constructed on the Real Property.

“**Owners**” means and refers to South College 619, LLC, a Colorado limited liability company, and South College 639, LLC, a Colorado limited liability company. The Owners are the owners of the Real Property and Buildings. The Real Property and Buildings are leased by the Music District.

“**Room**” means and refers to the room within a Building that the Minor Child desire to use for composing, rehearsing, producing and/or performing music.

“**Equipment**” means and refers to equipment owned by the Music District that the Minor Child desire to use in composing, rehearsing, producing and/or performing music.

“**Releasees**” means and refers to the Music District, the Owners, their respective members, managers, affiliates, agents, employees and their heirs, personal representatives, successors and assigns.

“**Dispute**” means and refers to any and all disputes and disagreements arising out of these Terms and Conditions, including disputes concerning the construction, interpretation, violation or enforcement of any of these Terms and Conditions.

“**License**” shall mean the granting of permission by the Music District for the Minor Child to use a Room and/or Equipment.