

**PARISH OF ASCENSION  
LAMAR-DIXON EXPO CENTER  
USE LICENSE AGREEMENT**

**THIS USE LICENSE AGREEMENT** (together with the Exhibits attached hereto, the “**Agreement**”) dated July 21, 2021, is between the Parish of Ascension d/b/a The Lamar-Dixon Expo Center, hereinafter referred to as “**PARISH**” and Trash Rangers of Louisiana Commercial, LLC, hereinafter referred to as “**Licensee**” represented by Dustin Clouatre it’s agent, and whose address is 14046 Highway 431, St. Amant, Louisiana 70774. This USE LICENSE AGREEMENT is for the use of parking lot for Lay Down Yard for Dumpsters for the period of July 22, 2021 through July 22, 2023.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Use of the Facility.

a. PARISH hereby grants Licensee, upon the terms and conditions hereinafter expressed, a license to use those areas of the Facility described on Exhibit A attached hereto (the “**Authorized Areas**”), including all improvements, furniture, fixtures, easements, rights of ingress and egress, and appurtenances thereto, during the dates and times set forth on Exhibit A (each such date and time, an “**Event**”)

b. In the event Licensee desires to use the Authorized Areas or any other portion of the Facility at any time other than during the dates and times delineated on Exhibit A, Licensee shall request from PARISH prior written permission to use such areas of the Facility. In the event such permission is granted, Licensee shall pay as additional rent an amount equal to the sum of PARISH **actual costs** for performing its obligations under this Agreement during the date(s) and time(s) requested, and a fee in an amount determined by PARISH to represent a fair value for use of such additional areas of the Facility during such date(s) and time(s).

c. Licensee acknowledges that, in connection with PARISH management and operation of the Facility, PARISH utilizes the services of certain third-party independent contractors (the “**Third-Party Contractors**”). Licensee hereby agrees that PARISH shall not be responsible in any way for the acts and/or omissions of any one or all of the Third-Party Contractors.

2. Purpose.

The Facility is to be used solely for the purpose of the event, namely to park Dumpsters of Trash Rangers of Louisiana Commercial, LLC. Licensee shall not store any equipment other than the specified vehicles on the property. Licensee shall not use the Facility, or permit the Facility to be used by any of its officers, directors, agents, employees, licensees, or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on, or near the Facility.

a. At least two (2) weeks prior to the Event, Licensee shall provide to PARISH, for PARISH’s review (and/or the review of any consultant or representative engaged by PARISH) five (5) copies of a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to

the physical structure of the Facility or any fixture thereto required for the Event, electrical, communication systems, and plumbing work anticipated to be needed for the Event.

b. Licensee shall be solely liable for all losses, liabilities, claims, damage and expenses (including reasonable costs of investigation and attorney's fees) (collectively the "Losses") occurring at the Facility (whether within or without the Facility) caused to PARISH, and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event. Licensee shall indemnify, defend, and hold harmless PARISH from any and all Losses arising out of or in connection with rigging from or to physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

c. PARISH may, at its election, accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify, defend, and hold harmless PARISH for any loss or damage to such property in the receipt, handling, care and custody of such property at any time. PARISH assumes no responsibility whatsoever for any property placed in the Facility.

d. It is expressly understood and agreed by the parties hereto that no Officer, Director, Employee, Agent, Representative, or Sales person of either party hereto, or of the Owner of the Facility or any Third Party, has the authority to make, has made, or will be deemed to have made, any Representation, Warranty, Covenant, Agreement, Guarantee, or Promise with respect to the Financial Success or Performance, and/or other Success of the Event. Licensee hereby acknowledges and agrees that any assessment of financial success or performance, and/or other success, of the event is solely that of licensee's own determination and judgment.

e. Licensee shall be solely liable for all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorney's fees) (collectively, the "Losses") occurring at the Facility (whether in or out of the Facility) caused to PARISH/OWNER, and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to Licensee's performance of this Agreement and/or activities at the Facility, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, or (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, including, without limitation, the provisions of Section 14(k) hereof (relating to intellectual property matters), Section 15 hereof (relating to the Civil Rights Act), and Section 16 hereof (relating to the Americans with Disabilities Act).

f. Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with PARISH's General Rules and Regulations, including fire and safety rules as required by PARISH and/or local fire regulations, as such may exist from time to time. Without limiting the foregoing, Licensee shall obtain prior written approval from the State of Louisiana Fire Marshall's office and PARISH's General Manager at the Facility for any pyrotechnic displays which Licensee anticipates may be performed at the Facility during the term of this agreement. Licensee agrees that it will not allow any officer, agent, employee, licensee or invitee at, in or about the Facility who shall, upon reasonable, non-discriminatory grounds, be objected to by PARISH and such person's right to use the Facility may be revoked immediately by PARISH.

3. Condition of Facility.

a. Licensee acknowledges that Licensee has inspected the Facility, and that Licensee is satisfied with and has accepted the Facility in its present condition and also has reviewed and accepts the General Conditions.

b. PARISH shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that (i) the failure by PARISH to accomplish the foregoing, said failure resulting from circumstances beyond the control of PARISH, shall not be considered a breach of the Agreement by PARISH, and (ii) any damages to the Facility and its appurtenances caused by Licensee or its officers, directors, agents, employees, licensees, or invitees shall be paid for by Licensee at the actual or estimated cost of repair.

c. Licensee shall not make any alterations or improvements to the Facility without the prior written consent of PARISH. Any alterations or improvements of whatever nature made or placed by Licensee to or on the Facility, except movable trade fixtures, shall, at the option of PARISH, (i) be removed by Licensee, at Licensee's expense, immediately upon the conclusion of the Event, or (ii) become the property of PARISH.

4. Term of License. The license granted in Section 1 above will be effective as of the date and time set forth on Exhibit A and will continue in effect, unless earlier terminated as set forth in Section 12, until the date and time set forth on Exhibit A.

5. License Fee, Non-Refundable Deposit, Sponsorship Rights, Estimated Service Expenses. In consideration of the grant of the license in Section 1 above, Licensee shall pay to PARISH a license fee and shall reimburse PARISH for certain service expenditures, all as calculated in accordance with the provisions set forth below and in accordance with generally accepted accounting principles, consistently applied:

a. License Fee. Licensee shall pay a license fee (the "License Fee") equal to Five Hundred Dollars (\$500.00) per month, payable monthly for a total of Six Thousand Dollars per year to reserve rights of a Lay Down Yard for Trash Rangers of Louisiana Commercial, LLC.

b. Deposit: Licensee shall pay a deposit to reserve Parking Lots for Licensee's use - Fee Waived.

c. Sponsorship Rights During Events. PARISH retains the exclusive rights to sell sponsorships in the facility to include advertising banners, message board displays and announcements, structural naming rights for sponsorships, poring rights, permanent outdoor and indoor vendor displays and all other facility signage.

d. Estimated Service Expenses: N/A.

(i) PARISH shall provide, as required for each Event, the following services ("Miscellaneous Services"), the expenditures for which are reimbursable by Licensee to PARISH ("Estimated Expenses Report"): stagehands, ticket takers, box office services, ticket seller labor, ushers, supervisors, and receptionists; medical services for Event attendees; which services shall include ambulance, doctors, nurses, operations, supervisors and paramedics; food and beverage services, security personnel, utilities, including electricity, gas, lighting, water, heating, ventilating, air conditioning, hot and cold water facilities, and waste removal services; electricians and mechanical plant staff; custodial services; scoreboard operations; audio services; and special facilities, equipment and materials, or extra services furnished by PARISH at the request of Licensee, which are set forth on Exhibit B. Licensee shall pay for such Reimbursable Service Expenses within 10 days of receipt of an invoice thereof.

(ii) PARISH shall determine the level of staffing for such Services after consultation with, and input from, Licensee. Licensee acknowledges and understands that many of the Services are contracted services, the costs of which are subject to change. Licensee shall reimburse PARISH for actual expenses defined by PARISH in connection with the Services as provided in Section 7 below.

6. Acts and Omissions of Third Parties. PARISH shall not be liable in any way for any acts and/or omissions of any third party, including, without limitation, any ticket agency used by PARISH in connection with the sale of tickets for any event.

7. Payment Terms.

a. License Fee and Vendor Fee. The Licensee shall pay PARISH the License Fee and Vendor Fee set forth in Section 5 (a), (b), and (c) of this Agreement as provided in Exhibit B attached hereto.

b. Estimated Service Expenses. Prior to the Event, PARISH shall deliver to Licensee the estimated event expenses ("Estimated Event Expenses"), setting forth PARISH's estimate of all expenses which PARISH will incur in connection with the Services, previously provided. These estimated expenses are due at settlement.

c. Event Financial Settlement. PARISH/client will fully endeavor to reach a financial event settlement prior to the closing of the event. All settlements must be completed prior to Event move out.

d. Late Charges. If Licensee fails to pay any amounts when due under this Agreement, Licensee shall pay to PARISH a late charge of 1.5% per month on the unpaid balance.

e. Security for Payment. In order to ensure the payment to PARISH of the License Fee, Merchandising Fee, Vendor Fee and Reimbursable Service Expenses, and any other amounts as may accrue from time to time under this Agreement, Licensee shall deliver into the custody of PARISH with signed contract, a certified check payable to LAMAR DIXON EXPO CENTER, in the amount of N/A. Should Licensee fail to pay the License Fee, Merchandising Fee, Vendor Fee and the Reimbursable Service Expenses, or any other amounts due to PARISH in accordance with the terms of this Agreement, then, PARISH

may apply the proceeds in settlement thereof. The remedy provided under this Section 7(d) shall be non-exclusive and shall be in addition to any other remedy available to PARISH in this Agreement or in law or equity.

8. Revenues and Costs. PARISH shall retain one hundred percent (100%) of all revenues generated, in connection with RV space rentals, primitive camping space rentals when available and the sale of food and beverage, venue advertising at the Facility, unless specified in writing by PARISH in a separate contract. In addition to payment of the Reimbursable Service Expenses above, Licensee shall bear all expenses incurred by Licensee in connection with the holding of an Event at the Facility, including, but not limited to, all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of an Event. All rental of RV and Primitive Camping Spaces must be arranged through the facility.

9. Taxes. PARISH shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to any Event or any revenue received by, or payments made to, Licensee in respect of any Event, except as otherwise provided by law. Licensee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by Licensee.

10. Insurance.

a. Licensee shall, at its own expense, secure and deliver to PARISH not less than ten (10) days prior to the commencement of this Agreement and shall keep in force at all times during the term of this Agreement:

(i) A comprehensive general liability insurance policy in form acceptable to PARISH, including public liability and property damage, covering its activities hereunder, in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and One Million Dollars (\$1,000,000) for property damage, including blanket contractual liability and independent contractors. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to the following participants' legal liability activities or issues related to the Event hereunder: sporting events, rap concerts, performers, volunteers, animals, off-premise activities, and fireworks or other pyrotechnical devices;

(ii) Comprehensive automotive bodily injury and property damage insurance in form acceptable to PARISH for business use covering all vehicles operated by Licensee, its officers, directors, agents and employees in connection with its activities hereunder, whether owned by Licensee, PARISH, or otherwise, with a combined single limit of not less than One Million Dollars (\$1,000,000) (including an extension of hired and non-owned coverage); and

(iii) Applicable worker's compensation insurance for Licensee's employees, as required by applicable law.

b. The following shall apply to the insurance policies described in clauses (i) and (ii) above:

(i) PARISH of Ascension and Employees and Lamar-Dixon Expo Center and Employees, shall be named as additional insureds thereunder. Not less than ten

\(10) days prior to the move-in date set forth on Exhibit A, Licensee shall deliver to PARISH certificates of insurance evidencing the existence thereof; all in such form as PARISH may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving ten (10) days written notice thereof to "PARISH OF ASCENSION, Attn: General Manager, Lamar-Dixon Expo Center, 9039 S. St. Landry Avenue, Gonzales, LA 70737." If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, Licensee shall deliver to PARISH at least ten (10) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

(ii) The coverage provided under such policies shall be occurrence-based, not claims made.

(iii) The coverage limits on such policies shall be on a per-occurrence basis.

(iv) Licensee hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Licensee under this Agreement, including, without limitation, Licensee's indemnification obligations under Section 11 below.

(v) Such policy must be written by an insurance company Licensed in the State of Louisiana, and shall have a rating of at least AVIII in the current issue of the AM Best Manuals (Surplus not Acceptable).

c. The terms of all insurance policies referred to in this Section 10 shall preclude subrogation claims against PARISH and their respective officers, directors, employees, and agents.

#### 11. Indemnification

a. Licensee shall indemnify, defend, and hold harmless PARISH and their respective officers, directors, agents, and employees from and against any and all Losses arising from (i) the matters described in Section 2(b) hereof, and/or (ii) personal or bodily injury to or death of persons or damage to the property of PARISH/OWNER to the extent caused by the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees.

b. The provisions set forth in subparagraph (a) above shall survive termination or expiration of this Agreement.

#### 12. Default, Termination and Other Remedies.

a. Default. Licensee shall be in default under this Agreement if any of the following occurs: (i) Licensee fails (A) to pay any amount due hereunder (including, without limitation, the Licensee Fee or the Reimbursable Service Expenses) when the same are required to be paid hereunder or (B) to provide the security required under Section 7(e) hereof by the date when due, (ii) Licensee or any of its officers, directors, employees or agents fails to perform or fulfill any other term, covenant, or condition contained in this Agreement and Licensee fails to commence a cure thereof within five (5) business days after Licensee has been served with written notice of such default, or (iii) Licensee makes a general assignment for the benefit of creditors. PARISH shall be in default under this Agreement if PARISH fails to perform or fulfill any term, covenant, or condition contained in this Agreement and PARISH fails to commence a cure thereof within five (5) business days after PARISH has

been served with written notice of such default. Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding clause (ii) above, if the breach by Licensee or any of its officers, directors, employees, or agents of such other term, covenant, or condition is such that it threatens the health, welfare, or safety of any person or property, then PARISH may, in its discretion, require that such breach be cured in less than five (5) business days or immediately.

b. Termination by Reason of Default. Upon a default pursuant to Section 12(a) hereof, the non-breaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate the license granted in Section 1 hereof and the obligations of the parties with respect thereto. In addition to the foregoing, if Licensee fails to comply with any of the provisions of this Agreement, PARISH may, in its sole discretion, delay and/or withhold payment and/or settlement of all accounts and funds related to monies collected or received by PARISH for the benefit of Licensee hereunder until the completion of an investigation relating to such violation.

c. Termination by Reason of Labor Dispute. In addition to the remedies provided elsewhere in this Agreement, PARISH shall have the right to terminate this Agreement in the event that a dispute occurs between Licensee and its employees or between Licensee and any union or group of employees by reason of union affiliation or lack of union affiliation of persons employed by Licensee or any one with whom Licensee contracts.

d. Termination by Parish for Cause or Convenience. PARISH shall have the right to terminate this Agreement upon a 60-day notice to the Licensee. In addition, Licensee recognizes and acknowledges the fact that the Lamar-Dixon Expo Center and parts thereof are available to various federal, state and local government agencies for use immediately prior to, during and after declared emergencies and disasters. Licensee agrees that in the event such an emergency/disaster, the PARISH has the right to cancel this agreement without penalty.

e. Injunctive Relief. In addition to any other remedy available at law, equity, or otherwise, PARISH shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by Licensee upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.

f. Unique Qualities. The parties agree and acknowledge that the Licensee is a unique entity and, therefore, the rights and benefits that will accrue to PARISH by reason of this Agreement are unique and that PARISH may not be adequately compensated in money damages for Licensee's failure to comply with the material obligations of Licensee under this Agreement and that therefore PARISH, at its option, shall have the right to pursue any remedy available at law, equity, or otherwise, including the recovery of money damages and/or the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that Licensee violates its obligation to hold an Event at the Facility.

g. Power and Authority. Each party hereby represents and warrants to the other that each has full legal right, power and authority to enter into this agreement and to perform its obligations hereunder.

13. Representations and Warranties. Each party hereby represents and warrants to the other party, and agrees as follows:

a. It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;

b. It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement; and

c. No litigation or pending or threatened claims of litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

14. Covenants. Licensee hereby covenants as follows:

a. Licensee shall not occupy or use the Facility except as provided in this Agreement.

b. Licensee shall comply with all legal requirements, which arise in respect of the Facility and the use and occupation thereof.

c. Licensee shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.

d. Licensee shall not advertise, paint, post, or exhibit, nor allow to be advertised, painted, posted, or exhibited, signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Facility except upon written permission of PARISH.

e. Licensee shall not broadcast by television or radio any Event scheduled to be presented in the Facility under the terms of this Agreement without the prior written approval of PARISH. If approval is granted by PARISH, then all monies received from such broadcast will be considered as broadcast revenues for the purpose of determining the Broadcast Fee due to PARISH.

f. Licensee shall not operate any equipment or materials belonging to PARISH without the prior written approval of PARISH.

g. No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Facility is in use. Moreover, all designated exitways shall be maintained in such manner as to be visible at all times.

h. Licensee shall abide by and conform to all rules and regulations adopted or prescribed by PARISH.

i. Licensee shall not encumber, hypothecate or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of PARISH.

j. With respect to any Event at the Facility, Licensee shall comply fully with any and all federal, state, foreign, local, and municipal intellectual property statutes, laws, regulations, ordinances, rules, constitutional provisions, common laws, and rights of others in any copyrights or other intellectual property rights applicable to Licensee's activities at the Facility, including, without limitation, compliance with any licenses for the use of musical works and other matters protected by intellectual property rights of others. The License Fee does not include copyright, royalty or intellectual property fees payable to third parties. Licensee specifically takes responsibility for reporting and remittance of such fees to appropriate licensing agencies, including but not limited to ASCAP, BMI or SESAC.

15. Civil Rights Act. During the performance of this Agreement, Licensee shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all



other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights.

16. Americans with Disabilities Act. With respect to any Event at the Facility, Licensee recognizes that it is subject to the provisions of Title III of the Americans with Disabilities Act, as amended ("ADA"). Licensee represents that it has viewed or otherwise apprised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas, and other conditions of the Facility as adequate for Licensee's responsibilities under the ADA. Licensee shall be responsible for ensuring that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability, and configuration insofar as Licensee modifies, rearranges or sets up in the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for any violations of the ADA that arise from Licensee's reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate Licensee's usage.

Licensee shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with an Event are in compliance with the ADA.

17. Construction of this Agreement

a. Choice of Law. This Agreement shall be governed by, and enforced in accordance with the laws of the State of Louisiana and the Parish of Ascension. Licensor and licensee shall comply with all applicable federal, state and local laws, rules and regulations in its performance under this Agreement. The applicable venue for any suit filed by one party against the other arising from or in connection with this Agreement shall be in the local Judicial Court in and for Ascension Parish.

b. Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

c. Entire Agreement Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the covenants, agreements, terms, provisions, and conditions relating to the rights and obligations of PARISH and Licensee with respect to the Facility. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto.

d. Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

e. Time. Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof.

f. Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of PARISH, and to such successors and assigns of Licensee as are permitted to succeed to the Licensee's right upon and subject to the terms hereof.

g. Independent Contractor: No Partnership. PARISH and Licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make,

PARISH or Licensee a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

h. Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

18. Miscellaneous.

a. Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

b. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Licensee without the prior written consent of PARISH. PARISH shall be entitled to assign its rights and obligations hereunder to Owner or to any other management company retained by Owner to manage the Facility, and in such event, PARISH shall have no further liability to Licensee hereunder for the performance of any obligations or duties arising after the date of such assignment.

c. Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the party for whom intended, (ii) upon delivery by an overnight courier services that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, or (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to: PARISH OF ASCENSION  
LAMAR-DIXON EXPO CENTER  
9039 S. St. Landry Avenue  
Gonzales, Louisiana 70737

If to Licensee:  
Trash Rangers of Louisiana  
Commercial, LLC.  
14046 Highway 431  
St. Amant, Louisiana 70774

d. Non-Exclusive Use. PARISH shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the Authorized Areas to any person, firm or other entity regardless of the nature of the use of such other space.

e. Force Majeure. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of PARISH, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, prevents occupancy and use, or either,

as granted in this Agreement, PARISH is hereby released by Licensee from any damage so caused thereby.

IN WITNESS WHEREOF: This Agreement has been duly executed by the parties hereto as of the day and year first written above.

Ascension Parish,  
Owner of Lamar-Dixon Expo Center,  
Gonzales, Louisiana

Trash Rangers of Louisiana Commercial, LLC

By: 

By:  owner

Date: 8/19/2021


Date: 7/21/21

Name: Clint Cointment

Name: Dustin Clouatre

Title: Parish President

Title: Owner

Approved By: 

LDEC Kyle Rogers/Jazz Traylor

**EXHIBIT A TO USE LICENSE AGREEMENT**

<u>Authorized Area</u>	<u>Day</u>	<u>Date</u>	<u>Time of Use</u>	<u>Purpose</u>
Gravel Lot by Water Tower	Daily	July 22, 2021 through July 22, 2022	TBD	Lay Down yard for Dumpsters

Please refer to previously provided **Cost Estimate** for the breakdown of Estimated Costs, Fees and Expenses for your event. This is provided pursuant to Paragraph 7(b) of Agreement. This is **ONLY** an Estimate of COSTS, FEES and EXPENSES for Licenses, Rent, Staffing and Equipment to be used during your event. **IT IS ONLY AN ESTIMATE.**

It is agreed and understood that, at the close of the event, this estimate will be revised to reflect any additional Rent, Staffing and Equipment changes used during your event in an Event Financial Statement. See Paragraph 7(c). The amount in that Statement will be the amount that shall be paid by the Licensee.

**EXHIBIT B TO USE LICENSE AGREEMENT  
LAMAR-DIXON EXPO CENTER**

1. **Deposit:** Licensee shall pay a deposit to reserve Parking Lots for Licensee's use. Licensee shall deliver into the custody of Lamar-Dixon Expo Center, **with signed contract**, a company check payable to Lamar-Dixon Expo Center, in the amount of **N/A - WAIVED.**
  
2. Event Estimated Expenses, **N/A.** Facilities, equipment, materials, and services will be furnished by PARISH for the Event. The total amount of the events estimated expenses is due prior to the move-out day of the event.
  
3. **License Fee.** Licensee shall pay a license fee (the "License Fee") equal to **Five Hundred Dollars (\$500.00) per month, payable monthly for a total of Six Thousand Dollars per year to reserve rights of a lay down yard for Trash Rangers of Louisiana Commercial, LLC.**

**MEMORANDUM  
RE: INSURANCE COVERAGE**

Pursuant to Item 10 of our License Agreement regarding your insurance coverage, we have established certain criteria for certificate of insurance, which we believe to be reasonable and provide the highest level of protection for the users of our facility, the Parish of Ascension the Lamar-Dixon Expo Center and PARISH while creating the least possible amount of inconvenience to the facility user. These criteria are as follows:

- I. \$1,000,000 IS THE MINIMUM LEVEL OF COVERAGE ALLOWED.
- II. INSURANCE CARRIER MUST MAINTAIN AT LEAST AN A+ VIII RATING IN THE CURRENT A.M. BEST'S KEY RATING GUIDE.
- III. INSURANCE CARRIER MUST BE LICENSED IN THE STATE OF LOUISIANA.  
(SURPLUS LINES WRITER IS NOT ACCEPTABLE)
- IV. NAMED INSURED MUST MATCH THE COMPANY'S NAME ON THE AGREEMENT.
- V. NAME AND ADDRESS OF THE FACILITY MUST BE LISTED AS THE CERTIFICATE HOLDER (PARISH).
- VI. PARISH, THE PARISH OF ASCENSION AND THE LAMAR-DIXON EXPO CENTER MUST BE LISTED AS ADDITIONAL INSURED'S.

If you do not submit adequate proof of coverage as outlined above TEN (10) days prior to your event, PARISH will purchase insurance coverage for your event through the Master Venue Insurance Program and will include the charge for this service on your event settlement.

We trust this will clarify our position relative to certificate of insurance. Again, we believe that the main objective is to protect the client, the owner, and manager of the Facility, and that the requirements outlined above are the best means to attain this objective.

Should you have any questions, please feel free to call us at (225) 450-1009.