

BAND BARRACKS – ONLINE RESERVATION

TERMS AND CONDITIONS

These Band Barracks – Online Reservation - Terms and Conditions, together with any other requirements, policies, or procedures as provided or made available to you from time to time, including, without limitation, those provided to you on our website (www.bandbarracks.com), House Rules, Parking Addendums, Access Device Forms, and any other documents you receive from us (“**Terms**”), describe the rights and obligations regarding the receipt and use of services provided by Band Barracks, LLC, a Texas limited liability company (“**we**” or “**us**”), to the individual or entity registering for any services and agreeing to be bound by these Terms, including any Authorized Users thereof, (“**you**” or “**your**,” and together with Band Barracks, LLC, the “**Parties**,” and each, a “**Party**”).

1. Services.

(a) **Services.** In accordance with these Terms, we will provide to you certain services, including the following (collectively, “**Services**,” and each, a “**Service**”):

- (i) access to and use of relevant studio(s) and common areas (collectively, “**Studios**”);
- (ii) access to and use of equipment and features (“**Equipment**”); and
- (iii) Additional services that may be requested by you including but not limited to, providing lessons, instrument repair, storing of equipment or merch, parking of vehicles (van, trailer, bus, RV, etc.), providing sound engineering, providing food or other items for comfort or anything else agreed to between both parties (“**Additional Services**”).

(b) **Additional Terms.** Depending on the specific Services you purchase or select, additional guidelines, terms, conditions, rules, or payment obligations (collectively, “**Additional Terms**”) may apply. We will communicate to you any applicable Additional Terms prior to your purchase, and your usage of the Services means you accept the applicable Additional Terms. Any applicable Additional Terms are subject to these Terms and are incorporated into these Terms by this reference.

(c) **Third-Party Products or Services.** Access to the Services may give you further access to products, services, or advertisements provided by third party service providers or our other business partners (“**Third-Party Services**”). Third party services are provided solely by the applicable third-party service provider (“**Third-Party Service Provider**”) and pursuant to separate arrangements between you and the applicable Third-Party Service Provider. WE MAKE NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE, AND NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED REGARDING THIRD-PARTY SERVICES, AND WE ARE NOT RESPONSIBLE IN ANY WAY FOR THE CONTENT OF ANY LINKS, PRODUCTS, SERVICES, OR OTHER MATERIALS RELATING TO ANY THIRD-PARTY SERVICES.

2. Your Information and Access Device.

(a) **Your Information.** You agree to provide to us accurate and complete information about yourself when you create your reservation and as you use the Services. You represent and warrant to us that the information you provide is and will remain accurate and complete.

(b) **Restrictions and Access.** Any credentials or passwords provided to you to access and use the Services are specific to you and your Authorized Users (as listed upon the creation of your reservation). You may not add additional persons to your reservation or share your credentials or passwords with any other individual without our prior written approval. As part of your reservation, we may also provide to you any keys, keycards, fobs, codes, or other means of entry into our Studios (each, an “**Access Device**”). You may not transfer your Access Device or permit any person not identified as an Authorized User to use your Access Device without our prior written approval. You are responsible for the confidentiality and security of your Access Device. You must promptly notify us if you suspect your Access Device has been compromised. Failure to notify us may subject you to additional liabilities in accordance with these Terms.

3. Fees and Payments.

(a) **Fees and Rates.** Your rate, price and payment schedule are pursuant to the Services (“Fees”) that you request online through our booking software. We will charge you for such Fees based on the Payment Authorization (defined below) that you provide us.

(b) **Payment Authorization.** By signing these Terms, you agree to pay and authorize us to charge your payment method (“Payment Authorization”) for the following:

- (i) any Fees associated with your reservation and any Services you select, purchase, or otherwise use;
- (ii) any Late Fees; and
- (iii) any other costs, fees, or amounts that you incur or become liable for under these Terms, including, but not limited to costs of damages caused to any of our Studios, Equipment, or other property.

(c) **Payment Information.** You agree to provide to us accurate and complete payment information when creating your reservation, selecting Services, and as you use the Services. You represent and warrant to us that the payment information you provide is and will remain accurate and complete.

(d) **Application of Funds.** We will first apply any funds received from you to any accrued and outstanding balances. If any past balances are satisfied, we will apply the funds (or any remaining funds) to the current Fees due.

(e) **Non-Refundable Costs and Fees.** Except where we state otherwise in these Terms or upon your selection and reservation of Services, all costs, fees, and payments are due immediately and non-refundable.

4. **Term.** These Terms will remain in force and your ability to reserve Services will remain active until terminated in accordance with Section 5.

5. Termination.

(a) **Termination by You.** You may terminate these Terms, and consequently your reservation and your access to and use of the Services at any time by providing us at least twenty-four hours’ notice.

(b) **Termination by Us.**

(i) **For Convenience.** We may terminate these Terms, and consequently your access and use of the Services, at any time. If we terminate your Services solely for our convenience, we will issue you a full refund of any Fees paid by you.

(ii) **For Cause.** If you fail to comply with these Terms, or we suspect that you failed to comply with these Terms, we may, in our sole discretion, restrict or terminate your reservation and your access and use of Services with immediate effect and without prior notice to you. We may also terminate your ability to use any other services offered by us. If we terminate your Services for cause, we will not issue you a refund of any kind.

(c) **Effect of Termination.** Except as stated otherwise in these Terms, we do not provide refunds upon any restriction or termination, whether by you or us, of your access and use of Services, including any amounts already paid. You will remain liable for past due amounts, and we may exercise our rights to collect any payment due, despite the termination of your ability to reserve, access, and use the Services.

6. **Security.** For security, we may require you and no less than 60% of your guests to sign the House Rules and present a valid, government-issued photo identification, phone number, and any other contact information as requested by us to gain access to the Studios. We may also regularly record, via video and audio, certain areas of our Studios. If necessary, we may disclose information about you or your guest to satisfy applicable laws, rules, regulations, legal processes, or government requests, or to protect us, our members, or other individuals, or any of our or their property. It is your obligation to notify any of your guests about this policy.

7. **Photo and Video Consent and Release.** You hereby authorize us to record your and your guests' likeness and voice on a video, audio, photographic, digital, electronic or any other medium and to use Your name in connection with those recordings. You hereby release Us from liability for any violation of any personal or proprietary right You and Your guests may have in connection with such use. You understand that all such recordings, in whatever medium, shall be and remain Our property. Notwithstanding the foregoing, this authorization and consent does not include Your personal or business-related recordings that You record at our Studios. Notwithstanding the foregoing, this authorization and consent does not include Your personal or business-related recordings that You record at our Studios *unless agreed to in writing in advance*.

8. **Conduct.**

(a) **House Rules.** House Rules govern the expected conduct of all person in the Studios and while using the Services. You must comply, and ensure your guests comply, with the House Rules while accessing and using the Services. We may revise the House Rules from time to time without prior notice to you, but we will notify you of the changes when implemented. The House Rules, and any changes thereto, are incorporated into these Terms by this reference.

(b) **General Conduct.** In addition to the House Rules, you agree to follow any additional written rules and guidelines, which are incorporated into these Terms by reference. You also agree to follow any oral or written requests by us. You agree to not perform any activity that is reasonably likely to be disruptive, damaging, or dangerous to us, our employees or agents, other members or users, any guests, or any third parties. You are responsible for the general conduct of your guests. We do not control and are not responsible for the actions of other individuals you encounter through the use of the Services.

9. **Property.**

(a) **Your Property.** We are not responsible for any of your property in any of our Studios. It is your responsibility to ensure that you have secured or retrieved all of your personal items. Prior to the termination or expiration of your reserved time, you must remove all of your property from all Studios. After providing you with reasonable notice, we may elect to dispose of any property remaining in any of our Studios as we see fit, and you waive any claims or demands regarding such property or our handling of such property. You will pay (and authorize us to charge you for) any costs reasonably incurred by us regarding such removal.

(b) **Our Property.** You may be held liable (and authorize us to charge you) for the repair costs related to any damage to our Studios and repair or replacement costs of any damage or loss of Equipment or items in our Studios caused by you or any person that you or your agents, guests, or invitees invite to enter any of the Studios or by any person that gains access to the Studios using your Access Device, whether authorized or not, unless you notify us of that your Access Device is compromised prior to such person's usage of your Access Device.

10. **Internet.** You agree to not, and may not, access, use, or attempt to access or use, our internet or our computers or devices that are used to transfer data on the internet ("**Devices**") to take any action that violates any applicable law or that could harm us or any third party or interfere with the operation of our internet, Devices, or Services (each a "**Prohibited Use**"). We may suspend or terminate your access and use of our internet, Devices, Services, or other features we may provide to you and to block or remove any communications or materials transmitted through our internet or Devices if you engage in a Prohibited Use.

11. **Intellectual Property of Others.** You must not directly or indirectly take, copy, or use any information or intellectual property belonging to other members or any of their guests, including without limitation personal names, likenesses, voices, music, trademarks, logos, other identifiers, or other intellectual property, or modified or altered versions of any of the above.

12. **Waiver and Release of Claims.** To the extent permitted by law, we and our affiliates, parents, and successors, and each of our and their employees, assignees, officers, agents, and directors (collectively, the "**Band Barracks Parties**") disclaim all warranties and terms, expressed or implied, with respect to the Services, including

warranties, terms, or representations as to the availability, operation, performance, or use of the Services, data security, or any other services, content, or materials on or accessed via the Services, including any warranties or terms of merchantability, fitness for a particular purpose, title, non-infringement, and any implied warranties, terms, or indemnification arising from course of dealing, course of performance, or usage in trade. To the extent permitted by law, you and your agents, guests, and invitees (i) waive any and all claims, liabilities, costs, damages, expenses, and rights, including reasonable attorney's fees ("**Claims**") against the Band Barracks Parties resulting from injury or damage to, or destruction, theft, or loss of, any property or person; and (ii) release the Band Barracks Parties from any such Claims. For the avoidance of doubt, nothing in these Terms will release a claim or exclude our liability to the extent arising from our (x) gross negligence or willful misconduct; or (y) fraud or fraudulent misrepresentation.

13. Limitation of Liability. To the extent permitted by law, the aggregate monetary liability of any of the Band Barracks Parties to you and your agents, guests, and invitees for any reason and for all causes of action, whether in contract, tort, breach of statutory duty, or other legal or equitable theory will not exceed the total amount of **\$300.00**. You agree and acknowledge that none of the Band Barracks Parties will be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption, or for the cost of any substitute goods, services or technology.

14. Indemnification. You are responsible for your actions and all damages or loss caused by you and the actions of and damages or losses caused by all persons that you or your agents, guests, or invitees allow to enter any of the Studios, or any person that gains access to the Studios using your Access Device, whether authorized or not, unless you notify us of that your Access Device is compromised prior to such person's usage of your Access Device. To the extent permitted by law, you will indemnify and hold harmless the Band Barracks Parties from and against any and all claims (including third-party claims), liabilities, and expenses, including reasonable attorney's fees, resulting from any breach or alleged breach of these Terms by you or your agents, guests, or invitees or any of their agents, guests, or invitees (including any person that gains access to the Studios using your Access Device as specified above) or resulting from your or their actions or omissions, except to the extent a claim results from the gross negligence, willful misconduct, or fraud of the Band Barracks Parties.

15. General Provisions.

(a) Choice of Law. These Terms and all matters arising out of or relating to these Terms, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

(b) Mediation. Each Party irrevocably and unconditionally agrees that, prior to commencing any legal action, litigation, or proceeding of any kind whatsoever, against the other Party in any way arising from or relating to these Terms and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, the Parties shall first attend non-binding mediation within 30 days from the date written request for mediation is made by either Party. The mediation shall take place in Harris County, Texas and shall be in English. The Mediation shall be conducted before a single mediator to be agreed upon by the Parties. If the Parties cannot agree on the mediator, each Party shall select a mediator and such mediators shall together unanimously select a neutral mediator who will conduct the mediation. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. Each Party shall bear the fees and expenses of its mediator and shall equally bear the fees and expenses of the final mediator.

(c) Forum; Venue. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to these Terms and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the US District Court for the Southern District of Texas or, if such court does not have subject matter jurisdiction, the courts of the State of Texas sitting in Harris County, Texas, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the US District Court for the Southern District of Texas or, if such court does not have subject matter jurisdiction, the courts of the State of Texas sitting in Harris County, Texas. Each Party agrees that a final

judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(d) Waiver of jury trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(e) Attorney's Fees. If either Party institutes any legal suit, action, or proceeding against the other Party to enforce these Terms (or obtain any other remedy regarding any breach of these Terms), including, but not limited to, contract, equity, tort, fraud, and statutory claims, the prevailing Party in the suit, action, or proceeding is entitled to receive, and the non-prevailing Party will pay, in addition to all other remedies to which such prevailing Party may be entitled, costs and expenses incurred in conducting the suit, action, or proceeding, reasonable attorney's fees, expenses, and court costs, even if not recoverable by law.

(f) Force Majeure. Neither Party will be liable or responsible to the other Party, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any obligations under these Terms (except for any obligations to make payments hereunder), when and to the extent such failure or delay is caused by or results from events outside of the impacted Party's ("**Impacted Party**") reasonable control ("**Force Majeure Events**"), including but not limited to: (i) acts of God; (ii) flood, hurricane, fire, earthquake, snow or ice making it unsafe to drive or commute, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (iv) government order or law; (v) actions, embargoes, or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) epidemic or pandemic, (ix) strikes, labor stoppages or slowdowns, or other industrial disturbances; or (x) shortage of adequate power or transportation facilities.

(g) Notices. All notices, requests, consents, claims, demands, waivers, and other communications under these Terms must be in writing and will be deemed to have been given: (a) when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. We will send any such communications to you at the address associated with the creation of your reservation. You must send any such communication to us as follows:

Band Barracks, LLC
2922 Plum Creek Lane
Houston, Texas 77087
Attn: Curran Guiney
Email: hello@bandbarracks.com
Phone: 832-534-0747

(h) Assignment. Neither Party may assign its respective rights nor delegate its respective obligations under these Terms without the written consent of the other Party, which such other Party will not unreasonably withhold.

(i) Successors and Assigns. These Terms are binding on and inure to the benefit of the Parties and their respective permitted successors and permitted assigns.

(j) No Third-Party Beneficiaries. These Terms benefit solely the Parties and their respective permitted successors and assigns, and nothing in these Terms, express or implied, confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

(k) Modifications. From time to time, we may modify these Terms. We will provide to you notice of any changes to the Terms or to the applicable Services that you purchased. Any modifications we make will be effective immediately upon our delivery of notice. If you do not agree to Our modification of the Terms, you may terminate these Terms, and consequently any reservations and your access and use of the Services as set out in Section 5.

(l) Severability. If any term or provision of these Terms is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify these Terms to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(m) Counterparts. You may execute these Terms in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of these Terms delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of these Terms.

(n) Entire Agreement. These Terms, including and together with any related Additional Terms incorporated herein by reference and any related reservation forms, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. If any of the Additional Terms contain terms that conflict with those in these Terms, the more specific and/or restrictive terms control.

[HOUSE RULES FOLLOW]

HOUSE RULES

WHILE ON THE LEASED PREMISES

- No parties.
- No exceeding of maximum occupancy for each room as defined on the booking software, and the website.
- NO SMOKING OR VAPING INSIDE THE REAL PROPERTY.
- NO SERVING ALCOHOL TO ANYONE UNDER THE AGE OF 21. IT IS ILLEGAL AND WE HAVE THE RIGHT TO CALL LAW ENFORCEMENT.
- NO OUTSIDE ALCOHOL ALLOWED ON PREMISES. ALL ALCOHOL CONSUMED OR ALLOWED ON PREMISES MUST BE PURCHASED AT BAND BARRACKS STORE. NO BYOB OR ALCOHOL PURCHASED OUTSIDE THE PREMISES IS ALLOWED.
- No drug use, of any kind, is allowed in or on the Real Property, regardless of whether it is being smoked or not. IF DRUGS, DRUG ODORS, DRUG RESIDUE, OR PARAPHERNALIA OF ANY KIND IS FOUND OR IF WE SMELL MARIJUANA (OR ANY DRUG) OR MARIJUANA (OR ANY DRUG) IS SUSPECTED IN THE REAL PROPERTY (BASED ON SMELL OR REPORTS BY OTHER PATRONS), WE WILL INITIATE THE FOLLOWING PROTOCOL:
 - **We will try to determine the source by going room-to-room**
 - **We will provide a courtesy knock before entering the room**
 - **We will search each room for the source of the marijuana (or any drug)**
 - **If the source of the marijuana (or any drug) is determined to come from you or your Leased Premises, YOUR CREDIT CARD WILL AUTOMATICALLY BE CHARGED A \$200 FINE AND THE COST TO REMOVE ODORS OR ANY OTHER REPAIR OR EXPENSE BAND BARRACKS MAY INCUR RELATED TO THIS, AND YOUR LEASE WILL IMMEDIATELY TERMINATE.**
- No firearms anywhere on the premises.
- No violence of any kind such as:
 - Fighting;
 - Verbal or sexual harassment; and
 - Racially disparaging remarks.

BEFORE YOU LEAVE

- Check for personal belongings and exit in a timely fashion. (PLEASE DO NOT OVERSTAY, IT COULD CONFLICT WITH OTHER BANDS/ARTISTS, AND WILL RESULT IN ADDITIONAL CHARGES).
- Clean up after yourself. Must clean up all trash, including the rooms, bathrooms, sidewalks, hallways, etc. If our team needs to clean up after you it could result in an additional charge to your credit card.

*Anyone entering this room gives permission to Band Barracks to record video and gives them permission to use this footage.