

FACILITY USE AGREEMENT

The purpose of this agreement is to set forth the terms for the rental of the "Ohana Pier" facility located in Slidell, Louisiana. For purposes of this agreement, "Ohana Pier" and its owners and/or directors will be referred to and included in the term "Ohana Pier" and the party seeking use of the "Ohana Pier" facility will be referred to as "LESSEE." Accordingly, and whereas the LESSEE desires to rent the "Ohana Pier" facility from "Ohana Pier" upon the following terms and conditions:

It is agreed as follows:

That the LESSEE will be charged the following fee rates for the use of all or portions of the "Ohana Pier" facility as follows:

- | | | |
|----|---|----|
| 1. | Main Room including electronic games | \$ |
| 2. | Concert hall | \$ |
| 3. | Surf Shack | \$ |
| 4. | Combination of all facilities including electronic game area, concert hall and surf shack | \$ |

In return for the payment of said amounts, "Ohana Pier" agrees to provide the facility, or portions of the facility as paid for, and agrees to be responsible for providing said facilities with climate control, lighting, and clean condition.

To guarantee booking of the event, LESSEE must submit a deposit of 25% of the total rental fee at time of signing agreement. The remaining balance will be due no less than 5 days prior to the scheduled event date.

DATE OF USE

By way of this agreement, "Ohana Pier" agrees to provide the facility for use by LESSEE on the ___ day of _____, 2010 from ___ o'clock a.m./p.m. to ___ o'clock a.m./p.m. in accordance with the terms and conditions as set forth.

CANCELLATION OR CHANGES

Any cancellation or change in the above referenced use period must be presented, in writing, to "Ohana Pier" within forty-hours prior to the scheduled date of the lease agreement. Notification of cancellation by the LESSEE received after forty-eight hours prior to the event will result in the LESSEE being held responsible for the entire basic facility charge. LESSEE shall assume financial responsibility for charged generated by errors or omissions in scheduling information on their part. Should the conduct of the event contemplated by the LESSEE at "Ohana Pier's" facility be prohibited or prevented by any law, proclamation or decree, or if such conduct is prevented or substantially impeded by any weather condition, strikes, labor disturbance, demonstrations, war, riot, or other like cause, such facility use shall be rescheduled, if practical, for a time mutually agreeable to the parties.

TERMINATION

In the event of unforeseen occurrences or the failure of the LESSEE to comply with any covenant or term of this agreement, "Ohana Pier" shall have the right to immediately terminate this agreement by verbal notice to LESSEE.

DAMAGES

The LESSEE agrees to fully indemnify and hold harmless "Ohana Pier" for any damages, personal or bodily injury to any person using the leased premises under the terms of this agreement. The obligation on the part of the LESSEE to fully indemnify

and hold "Ohana Pier" harmless for any such personal or bodily injury shall apply regardless of whether the injury, damage, bodily or personal injury was brought about through any strict liability or even the sole fault of "Ohana Pier."

SPECIAL REGULATIONS

The LESSEE shall not permit any person participating in the use of the "Ohana Pier" facility pursuant to this lease agreement to bring animals, pets, weapons, contraband, alcohol, explosives, fireworks, or controlled substances onto the "Ohana Pier" facility. Further, the LESSEE shall provide at least one adult supervisor for each twelve persons under the age of eighteen participating in the lease event.

MERCHANDISE SALES

Except as otherwise provided herein, the LESSEE may not sell, or allow to be sold, clothes, souvenirs, or merchandise of any type at "Ohana Pier's" facility without the express written approval of "Ohana Pier."

SUBLETTING OF FACILITY SPACE

The LESSEE may not sublet the "Ohana Pier" facility at the time set forth in this lease agreement. Only "Ohana Pier" has the right to lease the "Ohana Pier" facility.

ARBITRATION

Should any dispute of any type or nature arise as a result of the use of the "Ohana Pier" facility by LESSEE, or should any dispute arise concerning the terms of this lease agreement or its provisions, both parties hereby agree that said dispute will be resolved by binding arbitration pursuant to the American Arbitration Association rules. It is further agreed that, in the event of any such arbitration, the parties will split the cost of the arbitration, the arbitrator will be chosen by "Ohana Pier," and if a ruling is rendered in favor "Ohana Pier" pursuant to the arbitration trial/hearing, the other party will be responsible for the entirety of the arbitration costs and all attorneys' fees incurred by "Ohana Pier." It is further agreed that the laws of the State of Louisiana will govern any arbitration hearing/trial arising out of this agreement.

AUTHORITY

The person signing below for the LESSEE is presumed to have authority to bind the LESSEE and its organization to this agreement.

LESSEE authorized representative

Chrissy Miller
"Ohana Pier" Club Manager