

LIQUOR LIABILITY AGREEMENT

THIS AGREEMENT is entered into _____ day of _____ of _____, by and between GOLDEN MASONIC TEMPLE ASSOCIATION corporation (hereinafter referred to as "Owner") and _____ (hereinafter referred to as "User").

WITNESSETH:

WHEREAS, user has executed a Usage Agreement; and

WHEREAS, User desires to consume alcoholic beverages at GOLDEN MASONIC TEMPLE, 400 Tenth Street, Golden, Colorado (the "Premises"); and

WHEREAS, Owner by this Agreement and by rules and regulations, has imposed certain restrictions and requirements relating to the consumption of alcoholic beverages on the Premises; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. This Agreement is incorporated into the Usage Agreement dated of even date herewith entered into by the parties hereto.
2. User agrees to comply with all of the laws, rules and regulations applicable to the consumption of alcoholic beverages on the Premises as adopted by Owner, the City of Golden, the County of Jefferson, and the State of Colorado.
3. User understands and agrees that it is User's sole responsibility to obtain a necessary permit for the consumption of alcoholic beverages from the appropriate governmental authorities and that Owner shall have absolutely no responsibility for obtaining said permits. The obtaining of said permits shall not be a condition precedent or a contingency affecting the Usage Agreement previously executed and referred to hereinabove.
4. User understands and agrees that by assuming full responsibility for obtaining said permits, User acknowledges its failure to do so does not constitute a right to terminate the underlying User Agreement.
5. User understands and agrees that it shall be responsible for the control or the dispensing and consumption of alcoholic beverages at all times.
6. User understands and agrees that Owner shall not handle or sell any alcoholic beverages permitted pursuant to this Agreement nor shall Owner be required by User to

set up, dispense or clean up said alcoholic beverages. User shall be solely responsible for making proper arrangements to have an adequate number of people to assist in the set up, dispensing and clean up of alcoholic beverages. User understands that all individuals dispensing alcoholic beverages must be 21 years of age or older.

7. In further consideration of Owner's granting User permission to dispense and consume alcoholic beverages on the Premises pursuant to this Agreement, User hereby assumes the risk of all damage, loss, costs and expense and agree to indemnify and hold harmless Owner, its officers, agents, and employees from and against any and all liability, damage, loss, cost and expense which may accrue to or be sustained by Owner, its officers, agents and employees on account of any claim, suit or action made or brought against Owner, its officers, agents and employees for the death of or injury to persons or destruction of property or any other damage involving User, its officers, agent, invitees, representatives, employees, guests or invitees sustained in the connection with or arising from User's dispensing and consumption of alcoholic beverages pursuant to this Agreement. In the event an action should be filed with respect to the subject of the indemnity herein, User agrees that Owner may employ an attorney of Owner's own selection to appear and defend the action, on behalf of Owner, at the expense of the User.

8. The individual(s) executing this Agreement on behalf of User represent(s) to Owner that he or each of them has the power and authority to execute this Agreement on behalf of User and to bind User to all of the terms and conditions set forth in this Agreement.

9. The parties hereto agree that all terms and conditions of this Agreement shall be binding upon the parties, their representatives, officers, agents, guests and invitees and cannot be waived by any oral representations or promises unless the same be in writing and mutually signed by the parties who executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER: Golden Masonic Temple
Association

USER: _____
(Print Name)

Signature(s) of authorized representative(s) Signature(s) of authorized representative(s)

Organization, Address and Telephone No.