[***On Concannon Letterhead***]

[***Date***]

[***Legal Name of Entity/Person***]

[***Address 1***]

[***Address 2***]

[***City, State, Zip***]

Dear [***Name***],

As we have previously discussed, we are happy to let you and your invitees (collectively, “**you**”)use the [***describe space to be used (e.g. patio, arbor, lawn, etc…)***] at Concannon Vineyards (the “**Premises**”) owned by The Wine Group LLC (“**TWG**”) on [***date***] between the hours of [***start time***] and [***end time***] for the purposes of [***describe use (e.g. a photo shoot, a video shoot, etc)***], subject to the following terms and conditions:

1. You agree to use the Premises only for the purpose set forth above and for no other purpose without our prior, signed written consent. You agree to promptly provide us with a high-resolution, digital image of any photograph and/or video/audio recording taken while you are on the Premises and irrevocably agree that TWG and its affiliates may at any time alter, edit, copy, exhibit, publish, distribute and/or use any such items in connection with the promotion, advertising and marketing of TWG’s products and/or services without any compensation, royalty or other payment being due to you or anyone else in connection with such use by TWG or its affiliates.

1. You shall not commit or permit the use of the Premises in any way that (a) will increase the existing rates or cause the cancellation of any fire, casualty, liability, or other insurance policy insuring the Premises and any of its contents or the occupancy and use of the Premises; (b) violates or conflicts with any applicable law, ordinance, rule or regulation affecting the occupancy or use of the Premises; or (c) constitutes an improper, immoral, or objectionable purpose as determined by us in our sole discretion.
2. You shall not, and shall not permit anyone else to, drive any nails, hooks, tacks or screws, or apply any tape or glue, on the Premises, or alter the Premises in any manner. You agree to pay the full cost to repair to our satisfaction, any damage resulting from your breach of the foregoing.
3. You shall obtain, at your sole expense, comprehensive general liability insurance, including public liability and property damage liability, insuring us for at least a $1,000,000 combined single limit for bodily injury and property damage, naming us as additional insured parties. Such insurance must cover any claim that occurs during your use of the Premises, even if the claim is made up to one (1) year after such use.
4. You shall indemnify, defend and hold TWG, our affiliates and their respective officers, directors, owners, employees, representatives and independent contractors harmless from and against any and all claims, liability, damages, losses and expenses, including, but not limited to attorneys’ fees and other expenses related to the defense of any such claim, caused by you, your representatives, agents and/or invitees and/or resulting from your use of the Premises or breach of this letter agreement.
5. You, on behalf of yourself, your owners, employees, representatives, agents, invitees and all of your/their respective successors, heirs and assigns (together, the “**Releasors**”), do hereby unconditionally and absolutely release and discharge TWG, our affiliates and their respective officers, directors, owners and employees (together, the “**Releasees**”) from any and all loss, liability, causes of action, suits of any type and/or claims of any type related directly or indirectly, or in any way connected with, this letter agreement and your use of the Premises that such Releasors have or might have against the Releasees. The Releasors expressly waive the benefits provided by California Civil Code Section 1542, which provides that “A general release does not extend to claims which the creditor does not know of or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

If you are in agreement with the foregoing, please sign where indicated below and return a copy to me at your earliest convenience.

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

John Concannon

Managing Director, Concannon Vineyard Estate

**ACKNOWLEDGED AND AGREED BY:**

[***Legal Name of Entity (delete if an individual)***]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: [***Name***]

Title: [***Delete if an individual***]

Date: