



**FOOD WAIVER AND INDEMNIFICATION AGREEMENT  
(PATRON AGREEMENT) - (Food not prepared or served by hotel employees)  
HOTEL POLICY**

It is the policy of Town and Country Resort (the "Hotel") to discourage Hotel patrons from purchasing (a) food from sources other than the Hotel, (b) using the Hotel facilities to prepare food, and (c) serving food to Hotel patrons. Improper handling of food may lead to personal injuries including death. However, the Hotel recognizes that on religious and other unusual occasions, to the Hotel may in its sole discretion permit such purchase, preparation or service from time to time. The Hotel has agreed to allow such activity or activities by the patron identified below on the condition that the patron agrees, by its signature below, to accept full responsibility for the effects of food preparation and/or service, to indemnify the Hotel and the other parties identified below, and to abide by the other terms set forth in this Agreement.

**WAIVER AND RELEASE**

The undersigned patron ("Patron") hereby waives any and all claims of any nature whatsoever and releases the Hotel, the Hotel owner (Hotel Circle property, LLC ("Hotel Owner")), the Hotel manager (DH San Diego Management LLC ("Hotel manager")), Two Roads Hospitality LLC and each of their respective parents, subsidiaries, affiliates, officers, directors, employees and agents (collectively, "Protected Persons") from any and all responsibility, claims, liability actions, causes of action, suits, debts, damages, claims, demands, costs (including attorneys' fees and costs of suit), losses and expenses of any type or kind whatsoever for any injury, damage or loss (including death) incurred or suffered by Patron or by any other person arising from, connected with or related to the purchase of food from sources other than the Hotel, the preparation of food by persons other than Hotel employees, or the service of food to Hotel patrons by persons other than Hotel employees.

**INDEMNIFICATION**

Patron agrees to indemnify, defend and hold harmless the Protected Persons from and against all claims, liability actions, causes of action, suits, debts, damages, claims, demands, costs (including attorneys' fees and costs of suit), losses and expenses of any type or kind whatsoever for any injury, damage or loss (including death) incurred or suffered by Patron or by any other person arising from, connected with or related to the purchase of food from sources other than the Hotel, the preparation of food by persons other than Hotel employees, or the service of food to Hotel patrons by persons other than Hotel employees.

**INSURANCE**

Patron shall obtain and maintain at all times commercial general liability insurance including dram shop or liquor liability, products liability and contractual liability for bodily injury or property damage with a combined single limit of not less than \$1.0 million dollars each occurrence. Patron shall provide the Hotel with a certificate of insurance evidencing such coverage and an endorsement naming the Hotel Manager, the Hotel Owner and the Protected Persons as additional insureds and stating that such insurance maintained by Patron shall be primary to any insurance or self-insurance maintained by any additional insured party, prior to using the Hotel facilities.

Copies of the following documents are required:

- Liability Insurance
- Additional Insured Endorsement
- Current Health Permit
- Health Inspection Report (includes Rating)
- Current Food Service Manager Certificate

**OPERATION OF KITCHEN FACILITIES**

The Patron agrees that it, its employees and agents will comply with all applicable laws, regulations, ordinances and directions of governmental authorities, and will follow the rules, directions and instructions of the Hotel in connection with its presence in and use of any Hotel facilities. If the Hotel determines that Patron is using the Hotel facilities in an unacceptable manner it may immediately revoke Patron's privileges to use the Hotel facilities. In the event Patron damages any of the equipment, Patron agrees to promptly pay for all costs of repair or replacement of the damaged equipment.

A cleaning fee of \$500.00 will be applied to final invoice if Patron does not clean facilities to Hotel's specifications in Hotel's sole and absolute discretion.

**PATRON'S AGREEMENT**

Patron's signature below indicates that Patron has read and understood this Agreement and agrees to its contents. Patron also acknowledges that the person signing on behalf of Patron is authorized to bind Patron to the terms of this Agreement.

**PATRON:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Dated: \_\_\_\_\_