

**THE INNSBROOK FOUNDATION**  
**"Markel/Highwoods parcel"**  
**REVOCABLE LICENSE/INDEMNITY AGREEMENT**

This Revocable License/ Indemnity Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2010  
between \_\_\_\_\_, a Virginia corporation ("USER"), and THE INNSBROOK  
FOUNDATION, a Virginia corporation ("Innsbrook");

WITNESSETH;

RECITALS

The User has requested that Innsbrook authorize it to use the grassy area and parking lots located at the corner of Highwoods Parkway and the Markel parking lots which border Sadler Road and is known as "Markel/Highwoods parcel" for the purpose hereinafter provided, and Innsbrook has agreed to grant to User a revocable license to do so upon the terms and conditions in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the agreement by User to comply with the provisions of this Agreement, to which the User hereby agrees, the User is hereby authorized to use of "Markel/Highwoods parcel" on the following terms and conditions:

1. Event. User is granted a revocable license to use "Markel/Highwoods parcel" for \_\_\_\_\_ on \_\_\_\_\_, 2010, beginning at \_\_\_\_\_ o'clock \_\_\_\_\_.m. and ending at \_\_\_\_\_ o'clock \_\_\_\_\_.m., and for no other purpose and only on the date and within the times stated.

2. The "Markel/Highwoods parcel", which is located at the corner of Highwoods Parkway and the Markel parking lots which border Sadler Road. Use of the Markel parking lots for the event is

also permissible. Use of the "Markel/Highwoods parcel" will be limited to this area, and it shall be the sole responsibility of the User to take such steps as may be necessary or appropriate to insure that its use is confined thereto.

3. Temporary Facilities. User shall, at its expense, provide such a temporary facility as shall be reasonably required for the event and as approved by the Innsbrook Foundation, including, but without limitation, portable toilets, trash receptacles, and tents. At no time will employees, agents, independent contractors, guests or invitees of User make use of any facilities in the vicinity of "Markel/Highwoods parcel" other than those provided by the User.

4. Parking. Arrangements for parking by employees, agents, independent contractors, guests and invitees of User shall be made with the Innsbrook Foundation. User acknowledges that there are no areas specifically provided for parking in conjunction with use of the "Markel/Highwoods parcel", and User agrees to comply with and cause its employees, agents, independent contractors, guests and invitees to comply with parking arrangements to be specified by the Innsbrook Foundation prior to event. It is the obligation of the User to contact the Innsbrook Foundation for this purpose. Parking is prohibited at any driveway entrances, in fire lanes, adjacent to fire hydrants, and blocking of other vehicles. No vehicles will be driven on any grassed areas or jogging trails.

5. Food Service, Beverages. User will arrange for all food and beverage services required by it for the event at its expense. If alcoholic beverages are to be served, User shall at its expense obtain all necessary licenses and/or permits required by law for such purposes.

6. Compliance with Law & Guidelines. User's use of the "Markel/Highwoods parcel" shall be in compliance with all applicable laws, ordinances, and regulations.

7. Clean-Up.

(a) By User. Within \_\_\_\_\_ hours following termination or expiration of this Revocable License, User shall cause the "Markel/Highwoods parcel" to be cleaned, all facilities located by or for User therein for the event and all trash and debris to be removed. Any damage to "Markel/Highwoods parcel" or area adjacent thereto caused by the User, its employees, agents, independent contractors, guests or invitees shall be repaired by User at its expense and subject to the approval of the Innsbrook Foundation.

(b) Right of Innsbrook to Clean and/or Repair. It is expressly understood that if User fails to comply with the requirements of subparagraph (a), then within such reasonable time as shall be specified in a notice to it from Innsbrook which may be by telephone or facsimile, to be confirmed in writing, Innsbrook may take the necessary corrective action, and User will reimburse it for the cost of so doing upon demand.

8. Indemnification. User covenants and agrees to indemnify and hold harmless Innsbrook, its successors and assigns, from and with respect to any and all losses and expenses, including, without limitation, attorney's fees, which Innsbrook or its employees may sustain or incur by reason of any default by User under this agreement or the conduct of the event on "Markel/Highwoods parcel", whether caused by The User, its agents, independent contractors, employees invitees or others. User shall at its cost provide general public liability insurance covering its conduct of the event, with a single limit of not less than \$2,000,000, shall cause the Innsbrook Foundation, Markel Corporation, and Highwoods Properties to be named as additional insureds in such policy, and shall furnish to Innsbrook a certificate evidencing such insurance at least (3) days in advance of the event. If such evidence of insurance is not provided, Innsbrook may revoke this license by notice to User, which may be by telephone or facsimile, to be confirmed in writing, the event shall not be held and Innsbrook shall have no liability nor obligation of any nature to User.

9. Limit on Revocation. This license will not be revoked by Innsbrook so long as User is not in default hereunder.

10. Paragraph Headings. The paragraph headings in this Agreement are for convenience of reference only, and shall not be construed to affect the meaning or construction of this Agreement.

11. Waiver. The failure of Innsbrook to exercise, or delay in exercising, any right provided herein shall not be deemed to be and shall not constitute a waiver of such right.

12. Instructions specific to location. User agrees to adhere to the instructions specific to the location being used. Attachment A outlines these instructions, if needed.

IN WITNESS THEREOF, Innsbrook and the User have caused their names to be signed hereto by their respective officers who are authorized to do so.

THE INNSBROOK FOUNDATION

Address:  
4600 Cox Road, Suite 109  
Glen Allen, Virginia 23060  
Phone:  
(804) 217-8800

By: \_\_\_\_\_

Title: \_\_\_\_\_

USER:

Address:

\_\_\_\_\_

\_\_\_\_\_

Phone:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

