

**HOUSTON TEXANS  
NRG STADIUM SINGLE GAME SUITE AGREEMENT  
FOR ONLINE SALES**

This Houston Texans NRG Stadium Single Game Suite Agreement For Online Sales, dated as of the date of purchase (the “Agreement”), is entered into by and between Houston NFL Holdings, L.P., d/b/a Houston Texans (“Club”), and the purchaser (“Luxe Member”), with respect to the below-referenced Suite.

The parties hereby agree as follows:

1. License. Subject to the payment of the Suite Fee and the other terms and conditions of this Agreement, Club hereby grants to Luxe Member a license to use the suite purchased online by Purchaser (the “Suite”) located at NRG Stadium (the “Stadium”) during the game referenced on the receipt of purchase (the “Licensed Game”). Notwithstanding the foregoing, if the Suite No. is TBD, then Club shall determine the specific Suite and communicate the Suite No. to Luxe Member on or about two (2) weeks prior to the Licensed Game.
2. Suite Benefits. Luxe Member shall be entitled to the following benefits, which are included in the Suite Fee, as detailed in the receipt/bill of sale:
  - the Suite Tickets
  - Parking Passes
  - in-Suite cable television service
  - suite attendant
3. Food and Beverage Service. Luxe Member is not required to purchase food and beverages, but no food or beverages other than those purchased from Aramark, the Stadium concessionaire (the “Concessionaire”), or other designated concessionaires in the Stadium may be brought into or be prepared or consumed in the Suite. If Luxe Member wishes to purchase food and beverages, Luxe Member may deal directly with Concessionaire, in which case Concessionaire will bill Luxe Member directly for food and beverages ordered by Luxe Member at prevailing rates established by Concessionaire. Luxe Member shall pay Concessionaire on a timely basis all charges and expenses, including applicable taxes, for catering and other services, incurred by Luxe Member in connection with the use of the Suite (other than charges, taxes and fees related to the benefits listed in Section 2).
4. Payment of Suite Fee. If the Luxe Member has a credit with the Club due to the prior deposit of fees, the Club shall deduct the Suite Fee from the Luxe Member’s account. If the Luxe Member does not have a credit with the Club, the Luxe Member shall make such payment via credit card, check or wire transfer.
5. Suite Capacity. Luxe Member understands and acknowledges that the applicable guidelines of Club, the governmental authorities and/or the National Football League (the “Applicable Guidelines”) may change, including, without limitation, with respect to the authorized capacity of the Suite, in response to changes in the COVID-19 pandemic. If the authorized capacity of the Suite is changed, then Club shall communicate such change to Luxe Member and adjust the tickets, parking passes, and Suite Fee accordingly.
6. Terms and Conditions. Luxe Member acknowledges and agrees to be bound by this Agreement, including, without limitation, the Terms and Conditions attached as Exhibit A. Luxe Member agrees to observe all rules, regulations, and policies pertaining to use of the Suite and attendance at the Licensed Game, including any modifications that may be adopted or administered by Luxe Member from time to time.



**EXHIBIT A**  
**TERMS AND CONDITIONS**

1. Luxe Member acknowledges in certain circumstances the Suite may have a limited or obstructed view of the Licensed Game. Luxe Member shall not make any additions or alterations in the interior or exterior of the Suite or the fixtures, furnishings and equipment therein.
2. Luxe Member and Luxe Member's guests shall be entitled to use and possession of the Suite during the Licensed Game and for a reasonable period before and after the Licensed Game, subject to the provisions of the Agreement. In addition, during the Licensed Game, Luxe Member and Luxe Member's guests will have access to the Club Level facilities at the Stadium (other than facilities restricted for the exclusive use of the Texans or other suite Luxe Members) (the "Club Facilities") in accordance with such procedures as shall be established by Texans from time to time. During the Licensed Game, access to the Suite and the Suite area, as well as the Club Facilities, shall be controlled by Texans and each person using such area shall be required to present a ticket for admission thereto. Nothing herein is intended to grant to the Luxe Member the exclusive right to occupy or use the Suite, nor to grant to Luxe Member a leasehold or tenancy interest in the Suite.
3. Luxe Member's rights under the Agreement are subject to the conditions precedent of payment by Luxe Member to Texans of all sums then due Texans and upon Luxe Member's continued compliance with the Agreement. In addition to the License Fee, Luxe Member shall pay any additional sales, privilege, rental, use, amusement, property or other governmental taxes, impositions or assessments due on, or with respect to, the License Fee or on account of the use of the Suite or the Club Facilities. Luxe Member shall promptly make all such payments due without any deductions, set offs, or counterclaims against such payments on account of any breach or default by or claims against Texans or otherwise, or any breach or default by or claims against HCSCC, as landlord, the Stadium Manager, any concessionaire (including Concessionaire), or any other person or any breach or default by or claims against any concessionaire (including Concessionaire). Luxe Member shall make all payments due to Texans' concessionaires (including Concessionaire) without any deductions, setoffs, or counterclaims against such payments on account of any breach or default by or claims against Texans. Texans shall not be liable for, and Luxe Member shall not assert any deduction, set off or claim of any nature against Texans for, any act or omission of or any breach or default by HCSCC, as landlord, the Stadium Manager, any concessionaire (including Concessionaire), or any other person.
4. Luxe Member shall abide by, and shall notify and require its guests and invitees to abide by, such rules and regulations as Texans or the Stadium Manager shall establish from time to time concerning the use and occupancy of the Suite and the Stadium, including, without limitation, Texans' admission ticket reselling policies and Texans' policy with respect to cancellation or postponement of the Licensed Game. Texans shall have no liability to Luxe Member on account of any such cancellation or postponement or other failure or deficiency in the conduct of the Licensed Game. Notwithstanding the foregoing, if the Licensed Game is canceled or postponed to another date due to an event of force majeure, including, without limitation, a pandemic such as COVID-19, or a hurricane, then Luxe Member shall have the option of receiving either a refund or credit of the License Fee towards another mutually agreed upon Houston Texans home game. If the Licensed Game is canceled or postponed to another date, Luxe Member shall elect whether to receive a refund or credit within three (3) business days after requested by Texans. If Luxe Member elects to receive a refund, then Texans shall remit such refund to Luxe Member within thirty (30) days after Luxe Member makes such election.
5. Luxe Member covenants and agrees with Texans as follows:
  - (a) Except for ordinary wear and tear, Luxe Member shall keep and maintain the Suite in good repair, order and condition. Luxe Member will reimburse Texans for the repair of any damage caused to the Suite or Texans' property in the Suite by Luxe Member or Luxe Member's guests or invitees.
  - (b) Luxe Member and Luxe Member's guests and invitees shall at all times maintain proper decorum while using the Suite. Luxe Member shall be held responsible for its actions as well as those of its guests and invitees, including, but not limited to, actions arising from the consumption of alcoholic beverages. Should Luxe Member or any of Luxe Member's



guests or invitees create a disturbance or cause objects to be thrown or dropped from the Suite, Texans shall have the right to eject the parties responsible for such action, or all the persons in the Suite, from the confines of the Stadium. Luxe Member and Luxe Member's guests and invitees shall comply with all applicable present and future laws, ordinances, orders, rules and regulations (including those promulgated by the NFL) regarding the use of the Suite and the Club Facilities and access to and from same and the Stadium, and shall not permit any violation thereof.

(c) Luxe Member and Luxe Member's guests and invitees shall not film, record or transmit from the Suite all or any portion of the Licensed Game, or any description thereof, by any means (including without limitation radio or television broadcasting, whether broadcast "live" or by means of film, tape or other technology, including, but not limited to, camera and video-enabled cellular telephones).

6. If Luxe Member fails to pay when due any amounts to be paid by Luxe Member pursuant to the Agreement (including, without limitation, the License Fee) or otherwise defaults under the Agreement, and does not make such payment or cure such default within five (5) business days after Texans delivers written notice of such missed payment or breach, then Texans may, in addition to all other rights and remedies it may have at law or in equity, (a) withhold distribution of the Suite Tickets referenced on the first page (the "Tickets") to Luxe Member for the Licensed Game (or deny Luxe Member and Luxe Member's guests access to the Stadium and the Suite if Tickets have already been distributed) and (b) terminate this Agreement, retain the funds paid by Luxe Member prior to termination, and license the Suite to another party for the Licensed Game. Any License Fee or other monetary obligation under the Agreement not paid to Texans by the date specified in the Agreement shall bear interest accruing from such date at the rate of fifteen percent (15%) per annum or the highest rate permitted by law, whichever is less.

7. **DISCLAIMER OF LIABILITY; INDEMNITY; DISCLAIMER OF WARRANTY.** None of Texans, Harris County (the "County"), Harris County Sports & Convention Corporation ("HCSCC"), Harris County-Houston Sports Authority ("Sports Authority"), Houston Livestock Show & Rodeo, Inc., or SMG, or any other Stadium manager designated by HCSCC or Texans (the "Stadium Manager"), or any of their respective officers, partners, employees, directors, members, managers, successors in interest, assignees or agents (collectively, "Texans Group"), shall be liable or responsible for any loss, damage, or injury to any person or to any property of Luxe Member or Luxe Member's guests or invitees in, around or upon the Stadium and NRG Park, resulting from any cause whatsoever, including, but not limited to, theft and vandalism, unless due to the gross negligence or the willful misconduct of a member of the Texans Group.

**IN ADDITION, LUXE MEMBER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH MEMBER OF THE TEXANS GROUP ("INDEMNITEE") FROM AND AGAINST ANY LIABILITY, LOSSES, CLAIMS, DEMANDS, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND LITIGATION EXPENSES, ARISING OUT OF ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING IN, AROUND OR UPON THE STADIUM AND NRG PARK (i) IN CONNECTION WITH LUXE MEMBER'S OR LUXE MEMBER'S GUEST'S OR INVITEE'S USE OR OCCUPANCY OF THE SUITE, REGARDLESS OF WHETHER SUCH PERSONAL INJURY OR PROPERTY DAMAGE WAS CAUSED BY OR RESULTS FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OR OTHER FAULT OF ANY INDEMNITEE, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE, EXCEPTING FROM THIS INDEMNITY ONLY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE, (ii) DUE TO ANY CONTRAVENTION OR BREACH OF THE PROVISIONS OF THIS AGREEMENT OR OF ANY APPLICABLE LAWS, RULES, REGULATIONS OR ORDERS OF ANY GOVERNMENTAL AGENCY HAVING APPROPRIATE JURISDICTION OVER NRG PARK, INCLUDING THE STADIUM.**

**TEXANS HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT THE SUITE IS SUITABLE FOR LUXE MEMBER'S INTENDED PURPOSE, AND LUXE MEMBER'S OBLIGATION TO PAY THE LICENSE FEE AND OTHER CHARGES HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE SUITE OR THE PERFORMANCE BY TEXANS OF ANY OBLIGATIONS HEREUNDER. LUXE MEMBER SHALL CONTINUE TO PAY THE LICENSE FEE AND OTHER CHARGES DUE AND PAYABLE BY LUXE MEMBER HEREUNDER WITHOUT ABATEMENT, SET OFF OR DEDUCTION,**

**NOTWITHSTANDING ANY BREACH OR ALLEGED BREACH BY TEXANS OF TEXANS' DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.**

With respect to any claim by Luxe Member against Texans and/or the Texans Group under or in connection with this Agreement, Luxe Member specifically agrees that in no event shall any agent, owner, employee or person or entity claiming by, through or under the Texans or any member of the Texans Group ever be personally liable on account of such claim and further agrees that in no event shall Texans or any member of the Texans Group ever be liable to Luxe Member for any indirect, special or consequential damages suffered by Luxe Member or any of Luxe Member's guests or invitees.

8. INSURANCE; WAIVER OF SUBROGATION. Luxe Member shall, at its sole cost and expense, obtain and keep in full force and effect at all times during the Licensed Game and for a reasonable period before and after the Licensed game (the "Term"), (i) a commercial general liability insurance policy (including, without limitation, host liquor liability coverage) with a single limit of at least Five Million Dollars (\$5,000,000.00), including coverage for bodily injury or death, property damage, and personal injury liability and for the performance by Luxe Member of the indemnity provisions of this Agreement and (ii) an all-risk property insurance policy covering Luxe Member's personal property located within the Suite (which may only be located within the Suite in accordance with the terms of this Agreement) for the full replacement cost of such personal property. The limits of this insurance shall not, however, limit the liability of Luxe Member under this Agreement. Prior to Luxe Member's occupancy of the Suite, Luxe Member shall deliver to Texans a certificate evidencing the issuance of such insurance policies which certificate shows that such policies (i) as to Luxe Member's commercial liability insurance policy, names the Texans Group as additional insureds, (ii) are non-contributory to any policies or self-insurance coverage carried by Texans Group, (iii) as to Luxe Member's commercial liability insurance policy, covers host liquor liability, (iv) cover contractual liability of Luxe Member under Section 7, (v) waive any right of subrogation in favor such insurer as provided below and (vi) shall not be canceled except after thirty (30) days written notice to Texans. All policies required hereunder shall be issued by insurance companies reasonably satisfactory to Texans and qualified to do business in the State of Texas. If Luxe Member shall fail to obtain or maintain the required insurance, Texans may, at its option, obtain the insurance on Luxe Member's behalf, using commercially reasonable efforts to obtain such insurance at a reasonably competitive rate, and the cost of such insurance shall be immediately due and payable by Luxe Member upon demand of Texans.

9. MISCELLANEOUS.

(a) This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, without regard to any applicable principles of conflicts of laws, and all obligations of any party hereunder shall be payable and performable in, and exclusive venue for any action brought with respect hereto shall be in, Harris County, Texas. This Agreement shall be subject to the rules and regulations of the NFL.

(b) Luxe Member shall not assign, sell, sublicense, transfer, mortgage or otherwise alienate or encumber (any such act being to "assign" and to result in an "assignment") the Agreement or any interest herein without the prior written consent of Texans, which consent may be withheld in Texans' sole discretion. Luxe Member may distribute Tickets or VIP Parking Passes to Luxe Member's guests and invitees for use in the manner permitted herein. Luxe Member agrees not to sell any Tickets or any rights to admission to the Suite, the VIP Parking Passes or the Club Facilities or otherwise permit any person to occupy the same for hire. Luxe Member may require its employees, guests and invitees, pursuant to Luxe Member's company or internal policy and procedure, to pay or reimburse Luxe Member for the use of Tickets.

