

# INHABITANCE AGREEMENT:

**DEFINITIONS.** The following keywords used herein this document (agreement) are strictly defined and, ascribed a specific legal meaning for specific lawful purposes, and as follows:

## **Garden of Eden:**

\* **Means,** An unincorporated Trust formed outside of and without the municipal/territorial jurisdiction of the United States (U.S. Corporation), operating in various associated DBA forms and, doing so for various charitable (non 501c(3)) and profitable (non-taxable/non-income) purposes a/k/a (“**the GOE**”) or (“**GOE**”);

## **Premises:**

\* **Means,** The physical land location often described as “7325 Mansfield Cardinal Road, Kennedale, Texas [76060]” and, any/all physical property or location during which or on which GOE related events or activities are being conducted, a/k/a (“**the Premises**”);

## **Agreement:**

\* **Means,** This actual physical paper document, which said document shall stand as the sole written memorialization of agreement, intent, mutual understanding, and which document is comprised of all the terms stated herein, thus forming a binding contract between the undersigned parties, a/k/a (“**the Agreement**”) or (“**this Agreement**”);

## **Primary Inhabitant(s):**

\* **Means,** The biological creators and/or founding participants of GOE, rigorously described as the Beings: Quinn Lundgren Eaker a/k/a (“**Eaker**”), Elizabeth Inok Alruz a/k/a (“**Inok**”), and Shellie Kay Smith a/k/a (“**Smith**”), including any/all of **their minor children**;

## **Guest Inhabitant(s):**

\* **Means,** Any person over the age of majority (18+) who voluntarily signs this agreement, with the good faith intent and understanding to, become bound to the terms and conditions of this agreement, and to bind by this agreement, each of the minor children who accompany such a person, and for the entire duration of their stay at the GOE, sometimes referred to as: (“**GI**”) or (“**GI’s**”);

## **GOE Related Person(s):**

\* **Means,** Any person(s) who are directly or indirectly related to the Primary Inhabitants and/or, any such person(s) who have become visitors or members of GOE, including other Guest Inhabitants (GI’s);

## **Intentional:**

\* **Means,** The particular disposition or mental state of a Guest Inhabitant (GI), described herein as the premeditated and knowing use of information, behavior, or acts to be conducted while inhabiting GOE or attending GOE related

## **Knowing:**

\* **Means,** The particular disposition or mental state of a Guest Inhabitant (GI), described herein as having or possessing at any given time, or circumstance related to GOE; all required or pertinent information and/or knowledge concerning the possible consequences or outcomes of a particular action which GI intends to be taken, including any behavior which GI intends to display or express while inhabiting the premises or at GOE related events;

## **Dishonor:**

\* **Means,** Any/all physical acts, verbal expressions, behavioral demeanor, and/or other such conduct which is deemed by Primary Inhabitants to be in violation of the Prohibited Acts described herein this agreement and/or, in contradiction with the terms and conditions stated herein this agreement, and including knowing and/or intentional conduct, as so displayed, exhibited or transacted by Guest Inhabitant (GI) during inhabitation on the premises and/or while attending GOE related events;

## **Breach:**

\* **Means,** Any/all immoral, criminal and/or dishonorable acts, expressions, or other such manifestations of Guest Inhabitant (GI), whether or not any actual damage has occurred, including but not limited to the violation of any condition or binding term described herein this agreement, and specifically including any act, behavior, incident, and/or expression of GI which in any way, as finally determined by PI’s, directly or indirectly violates any part of this agreement or any duty arising from the terms and conditions of this agreement;

## **Confidential Personal Information:**

\* **Means,** any/all information that identifies an individual, including an individual’s photograph, social security number, driver license number, name, address, telephone number, date of birth, email address, records of any financial or credit institution, including any records of deposits, withdrawals, and balances of any checking and savings accounts and loans and their respective account numbers, and any personal identification number or password that would permit access to an individual’s financial accounts, employment and pre employment records, real and personal property tax statements and records, conviction records for violation of the law, and any other personally identifiable information not lawfully accessible from publicly available information.

## **Publicly Known Information:**

\* **Means,** any such information having been published and/or released to the public at large, regardless of means of release, provided that such release of information was actually voluntarily released in some documented form by any of the Primary Inhabitants (PI’s) of the Garden of Eden (GOE).

**JURISDICTION & GOVERNANCE.** Unless otherwise amended or specified, this agreement shall be subject only to the jurisdiction of the organic republic state of Texas including its laws pertaining to contracts, contract disputes, rights duties and obligations; and this agreement shall be ultimately governed by the principles of self-reliance and liberty enshrined or set forth under the latest Texas Constitution, and deferring ultimately to the similar principles embodied in the original “Constitution for the United States of America”. All disputes, that which may now, or could in the future arise from this agreement shall be mediated by Alternative Dispute Resolution (ADR) of the Primary Inhabitants (PI’s) choosing; and furthermore all Guest Inhabitants (GI’s) who sign this agreement are, knowingly and voluntarily waiving their rights or legal abilities to bring suit against the Garden of Eden (GOE) or PI’s in a statutory court of law.

This ADR may include arbitration, in which case any controversy or claim arising out of or relating to this agreement/waiver, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration hearing shall take place in the State of Texas before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation. The arbitrator is authorized to award punitive or other damages measured by the prevailing party’s actual damages.

**SEVERABILITY.** Should any competent governing body, having competent jurisdiction as set forth above herein this agreement, find any provision of this Agreement to be unlawful, invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be altered or construed to affect the intent of the parties’ honorable full faith agreement herein. Should any part of this agreement become void, the Hold Harmless and Non-Disclosure terms shall remain in full force and effect.

**ENTIRETY OF THE AGREEMENT.** This Agreement expresses and sets forth the full, final, and complete understanding of the parties with respect to the subject matter, terms, and/or conditions set forth therein; and supersedes all prior proposals, agreements, representations and understandings between the undersigned parties (if any there be). This Agreement may not be amended except by the expressed written consent of all undersigned parties hereunto this agreement.

**WAIVER.** The failure of any party hereunder to exercise any right provided in this Agreement shall not be a waiver of prior, existing or subsequent rights outside this agreement.

**VENUE.** The Primary Inhabitants’ (PI) selected and originating venue, wherein this agreement is made shall be, the land location described herein as (“the Premises”), or

specifically, more fully defined as: 7325 Mansfield Cardinal Road, Kennedale, Texas, a republic state, [76060];

**VOLUNTARY FREE WILL.** Each of the inhabitation applicants hereunder this agreement, by their hand, acknowledge and agree that they are binding themselves contractually in a purely voluntary fashion, without coercion, and under the mutual understanding each party is agreeing to be bound to the terms, conditions, or stipulations of conduct as rigorously set forth by the terms and conditions of this agreement.

**PRE-EXISTING CONDITIONING & DYSFUNCTIONS.** The Guest Inhabitant (GI) acknowledges and agrees that, undersigned GI would not have endeavored to seek out the Garden of Eden (GOE) under this agreement if GI was not seeking an extremely particular form of inherent mentorship and peaceful environment space for personal growth and/or healing from pre-existing conditioning or dysfunctions. GI further acknowledges that GOE is such a place of healing traumas and self-growth which events or circumstances, as per terms of this agreement, GI is solely responsible for exploring, managing, and/or expressing in a common sense, or safe manner.

Thus, undersigned GI acknowledges and agrees that inhabiting the GOE requires constant compliance with specific and particularly defined standards, means, methods, and/or rules for personal accountability and responsibility to remain in honor of this agreement. Therefore, after being verbally disclosed the full extent of such standards and rules, by PI Eaker, the GI additionally acknowledges that GOE is not in any way responsible or liable for any particular pre-existing mental, behavioral, and/or physical conditions or dysfunctions that which GI may bring or embody for the duration of inhabitation or domicile. This includes any damage or controversy that may arise from such dysfunctions, conditioning, worldviews and/or beliefs.

**NON-DISCLOSURE.** The Guest Inhabitant (GI) acknowledges and voluntarily agrees not to publicly or privately disclose any information about the people, relationship, events or activities witnessed at the Garden of Eden or GOE related events. This non-disclosure agreement term shall apply to GI and continue to be applicable for an indefinite time period, even in the event of termination of the remaining clauses of this agreement, or the agreement itself for dishonor, breach, or other such just cause.

Further, GI acknowledges and agrees that his/her duty of non-disclosure pertains to and includes all information acquired by GI during his/her inhabitation, which is not already publically known or publically available, including but not limited to personal conduct, lifestyle, medical and health practices, childrearing and parenting, horticultural and agricultural practices, actions and aspects of life as may be experienced or expressed at the Garden of Eden. This applies to both **confidential personal information** and **publically known information**, both of which are defined hereinabove this agreement.

GI further acknowledges and agrees that, all possible manner of conduct and lifestyle that is chosen and lived by the Primary Inhabitants in regards to their respective personal relationships, parenting styles, personal hygiene, personal space, and/or any/all other personal choices or lifestyle decisions are the private concerns and interests of the Primary Inhabitants (PI) and shall not be disclosed to any third party for any reason unless authorized by any of the PI's.

GI further acknowledges and agrees that, except in cases of witnessing the actual commission of a crime, or a criminal act; GI shall be fully liable to GOE and/or Primary Inhabitants for any/all actual, general, or special damages that which may now, or in the future be incurred by GOE as a direct or indirect result of the undersigned GI's breach of this term, this agreement, and/or from the intentional and knowing dishonorable act of said GI.

Specifically, the NonDisclosure provisions of this Agreement shall survive the termination of this Agreement and, Guest Inhabitant's duty to hold all the aforementioned Information in confidence shall remain in effect until the information becomes publicly known through no fault of the Guest Inhabitant or until Primary Inhabitants send Guest Inhabitant written notice releasing Guest Inhabitant from this Agreement, whichever occurs first.

**HOLD HARMLESS & INDEMNIFICATION.** The Guest Inhabitant (GI) acknowledges and voluntarily agrees to hold harmless and indemnify PI's and GOE including, its agents, associates, and/or assigns. GI agrees to this provision on the basis that GI has been informed, and does now believe that PI and GOE are honorable creators, with provable character and dedication. As such GI agrees to hold PI's, GOE, and/or their agents, associates, or assigns harmless and fully indemnified from any/all claims, litigations, actions, inter alia, as may now arise or in the future arise, from the undersigned GI's inhabitation.

This hold harmless provision and indemnification includes and is not limited to: vehicle/property damage, sickness, injury, slips and falls, mortal/fatal injury, inter alia.; and as may be further defined from time to time by PI's. This indemnity or hold harmless provision shall endure, extend, and remain applicable in the case of any breach of this agreement, subsequent termination thereof, and/or eviction of GI from the premises. Further, GI voluntarily acknowledges and accepts full unlimited commercial liability for his/her own actions, behavior, demeanor, written, and verbal expressions for the duration of this agreement, including all friends, guests, and all minors' such actions, demeanor, or said expressions while on premises or attending events.

Furthermore, in exchange for consideration in the form of granting Guest Inhabitant permission to temporarily access the Primary Inhabitant's facilities and make

use of the related contents and equipment, to inhabit its land; GI does specifically, and voluntarily agree to fully indemnify and hold harmless The Garden of Eden, its Primary Inhabitants, officers, employees, members, contractors, subcontractors, guests, invitees, attendees, volunteers, participants and agents (“Primary Inhabitants, et al.”) and to protect and defend the Primary Inhabitants, et al. from any and all liability, claims or loss, expense or suits for damage, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by undersigned GI, or GI related persons.

This includes and applies to the state of any of the property belonging to GI under Schedule A, whether caused by the contributory negligence of the Primary Inhabitants, et al., or otherwise, and at all times relevant to this agreement or inhabitation.

Therefore, GI acknowledges that he/she has been informed, and is fully aware of the lifestyle induced risks involved and hazards connected with GI’s inhabitation at the premises of The Garden of Eden, and GI does knowingly and intentionally hereby elect to voluntarily inhabit the premises with such full knowledge that GI’s presence and participation in activities on these premises may potentially be hazardous to GI and GI property. Thus, on this basis, GI voluntarily assumes full responsibility for any risks of loss, property damage or personal injury, sickness, or disease including death, that may be sustained by GI, or any loss or damage to property owned by GI, as a result of being engaged in any activity, whether caused by the negligence of Primary Inhabitants or otherwise.

GI further hereby agrees to indemnify and hold harmless the Primary Inhabitants from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to GI’s participation in any activity involved at The Garden of Eden or with Primary Inhabitants, whether caused by negligence of Primary Inhabitants or otherwise. GI understands that The Garden of Eden does not maintain any insurance policy covering any circumstance arising from GI’s inhabitation of this land or any activity associated with or facilitating that participation.

As such, GI is further aware that his/her personal safety and wellbeing are solely GI’s own responsibility. Despite having been explained the potential risks, it remains the undersigned GI’s express intent that, this agreement to Waive Liability and Hold Harmless the Primary Inhabitants shall bind the members of GI’s family and spouse, whether GI remains alive and in good health during the course of inhabitation; and/or binding upon GI’s heirs, assigns or personal representative, if GI should happen to become deceased during inhabitation. In any of these circumstances, including acts of god or nature, GI’s signature below shall be deemed as a release, waiver, discharge and covenant not to sue the abovenamed Primary Inhabitants.

**CODE OF HONOR.** The Guest Inhabitant (GI) acknowledges, agrees, and makes an oath under this agreement to be, rigorously honest and truthful in all of his/her relations, interactions, written expressions, and/or verbal expressions or agreements with the Primary Inhabitants and all other inhabitants/members/visitors of the Garden of Eden; and GI further agrees to maintain a high level of accountability and responsibility for the undersigned GI's words and agreements. GI acknowledges that he/she has been fully informed, have fully discussed, and fully understands; exactly what is the particular level or standard of integrity and honor as defined by Primary Inhabitants, or specifically PI Eaker.

As part of this code of honor, honesty, and truthfulness, GI further acknowledges and agrees to be subject to such charge or accusation by any of the Primary Inhabitants regarding a breach, untruthfulness, dishonesty, malice, deceptiveness, and/or dishonor, as may be reasonably defined by PI from time to time on the actual tangible evidential basis of just cause. Upon the presentation of evidence by no less than two PI's, GI pre-emptively agrees not to protest the accusation and further; GI agrees to willingly comply with the consequences thereof such a breach or dishonor, up to and including eviction and/or forfeiture of tangible property as presently stored at the GOE by GI.

As further part to this code provision or term of this agreement, GI explicitly agrees not to use, steal, sell, trade or borrow any possession or property that GI has not been given direct and explicit permission by any PI, to use or take into his/her possession.

Furthermore, GI acknowledges and agrees by this provision and this agreement that, any/all actual crimes or unlawful acts committed by GI against the Garden of Eden and or its Primary Inhabitants may be pursued by PI's to the full extent of the law, including but not limited to acts of theft, robbery, fraud, acts of violence, slander, breach of this contract, or any act described in the prohibited acts section of this agreement.

**TRUE IDENTITY.** The Guest Inhabitant (GI) acknowledges and voluntarily declares under oath by this agreement that, GI has provided accurate and truthful identification and personal information necessary to properly identify GI. GI further declares under oath that GI has not now, or in the past, worked for any state or federal government entity, organization, and/or any law enforcement agency, nor has GI been engaged at any time as, an agent of any other such governmental unit or agency, and specifically pertaining to those entities which exist for the purposes of regulating, reporting, monitoring or controlling human conduct or behavior in any way.

GI further declares under oath that GI has not now, or in the past, been hired or solicited or paid by any third party to be here or to investigate any of the people or activities on these premises, and that GI is not a journalist or reporter acting on his/her

own behalf to record, report or disclose information obtained through GI's presence on the premises.

**GOODS, SERVICES, AND CREATIONS.** The Guest Inhabitant (GI) acknowledges and voluntarily agrees that, GI is inhabiting the premises and GOE in a personal capacity, during which GI is not being paid in any form of money or currency for his/her presence on premises, or his/her participation in events/creative sessions, general services or the creation of products produced while inhabiting the premises. GI further agrees not to operate a business, without first obtaining the express written permission of PI Eaker, during GI's inhabitation.

**NO IMPLIED/EXPRESSED OFFER.** GI acknowledges that this agreement does not make any express or implied offer of employment or compensation to GI for the duration of their inhabitation. Furthermore, GI acknowledges and agrees to the stipulation that, the Garden of Eden and/or its Primary Inhabitants may not, notwithstanding exceptional circumstance, offer monetary compensation of any kind, whether payment for services, for general creation of products during events or creative sessions, or for participation in events or activities taking place at The Garden of Eden or event locations.

Specifically, GI acknowledges and agrees that, with special exception, anything made or produced while on the premises or resulting from GI presence on the premises, using resources, tools, equipment and materials owned by the Garden of Eden and or its Primary Inhabitants, and or using information supplied, generated or provided by the Primary Inhabitants of the Garden of Eden, including but not limited to tangible goods, videos and audios, websites, apps, other digital products, books, documents, is now owned, and will remain owned solely and exclusively by the Garden of Eden and/or its Primary Inhabitants.

Thus, under this agreement, the Primary inhabitants shall exclusively hold and retain all rights to possession, intellectual property rights and all other rights associated with ownership, unless otherwise agreed to in writing. GI agrees that he/she holds no claim to any progress, products, or buildings that which GI participates in creating, and that generally everything that GI contributes to the Garden of Eden and its Primary Inhabitants is in service for receiving the benefit of housing, healing, and basic necessities; and in the nature of a gift given freely to The Garden of Eden and its Primary Inhabitants.

**SECURITY DEPOSIT.** The Guest Inhabitant (GI) acknowledges and voluntarily agrees that, in exchange for consideration in the form of PI's and the GOE granting said GI permission to inhabit the premises and to use and access its facilities, GI expressly and irrevocably agrees to fulfill a security deposit in the amount of Three Hundred Thirty

Three (\$333.00) dollars, and/or to provide an item or sufficient collateral items of equal or greater value to said deposit value.

Any item or items that are provided as collateral in lieu of a cash security deposit shall be held and possessed by Primary Inhabitant Eaker until such time as another item has been submitted and accepted by a Primary Inhabitant as replacement for this item or until the terms for return of the deposit have been fulfilled, whichever shall occur first.

If the Guest Inhabitant defaults on this agreement in any way, the security deposit may be forfeit. If the Guest Inhabitant causes damage to another person or part of the premises, the security deposit may be forfeit. If the Guest inhabitant causes damage to any property or equipment owned by the Primary Inhabitants through malice or negligence or use without express permission of one of the Primary Inhabitants, the security deposit may be forfeit.

If the Guest inhabitant makes permanent alterations or modifications to the premises, including but not limited to painting, putting holes in the walls, installing or removing hardware or fixtures, without express permission from a Primary Inhabitant, the security deposit may be forfeit. If the Guest Inhabitant fails to return the premises occupied by the Guest Inhabitant during their period of inhabitation of the premises to the same state of cleanliness in which the premises was at the time guest inhabitation commenced, the deposit may be forfeit.

The security deposit shall only be fully refundable provided that Guest Inhabitant has returned their personal space on the premises to a state of cleanliness comparable to that in which it was received, applicable to any such objects that they have removed or any of their personal possessions and belongings, that they have removed any trash or waste for which they are responsible from the premises to the appropriate dumping site, that they have caused no damage to the premises or have adequately repaired such damage to the satisfaction of the Primary Inhabitants, that they have taken no other action which is in breach of this agreement, and that they have given notice of their intent to vacate the premises no less than 48 hours before actually vacating. All objects/property items/etc. (towels, sheets, blankets) should also be returned clean before departure.

In such a case of actual compliance, the Primary Inhabitants shall have no more than 21 days to return the security deposit to the Guest Inhabitant.

**PROHIBITED ACTS.** The Guest Inhabitant (GI) acknowledges and voluntarily agrees not to engage, participate in the engagement of, and/or fail or refuse to report any act engaged by any other person as prohibited hereunder this section, and as follows:

Specifically, GI may not engage or participate in the engagement of:



- (i) Any violent act or crime against any person;
- (ii) Any act of libel, slander, defamation, false prosecution, or malicious spreading of false information to discredit PI's or GOE;
- (iii) Any forced sexual contact or sexual harassment of any kind;
- (iv) Any other such act which may be deemed generally by society to be morally reprehensible and, which act is the producing cause of an injured party;
- (v) Any such act which would place GI into a position of dishonor, breach, and/or that which is plainly understood to be contrary to the intent, form, and/or substance of this agreement; including any/all provision thereof;
- (vi) Any/all acts which directly or indirectly cause property damage to the premises, during GOE related events, or as regards PI' and other GI's personal property;

Furthermore, GI understands that The Garden of Eden has a Zero Tolerance policy on violence, threats of violence, and any other forms of malicious harm. While retaining GI's right to defend from harm, GI agrees not to use violence as a method of problem solving, or a result of disagreements or expressing anger. GI understands and agrees that any threats of violence or harm to any of the inhabitants of the Garden of Eden will be taken seriously. In the event that the GI makes any threats or commits any acts of violence, puts in jeopardy, impedes or imposes upon the safety, security, wellbeing or freedom of any of the inhabitants of GOE, such a GI shall be subject to immediate and permanent removal from the premises, by force if necessary, and further that GI may be prosecuted to the full extent of the law for any assault or injury caused by them.

**GENERAL OBLIGATIONS.** The Guest Inhabitant (GI) acknowledges and voluntarily agrees to the below described general obligations, which shall continue and subsist for the entire duration of this agreement, and as follows:

- A. General Cleanliness, and Cleanliness of Personal Space
- B. Timely Performance/Completion of Assigned Tasks/Chores/Projects; etc.
- C. Prompt and Attentive Attendance at all GOE meetings/discussions unless Excused or excepted on a case by case basis.
- D. Privacy, via Non Disclosure of Confidential Personal Information of PI/GI
- E. Obtain Written Permission of any PI before inviting guests or persons
- F. Not use the premises to conduct business, without PI express permission
- G. Maintain Code of Honor, Truthfulness, and Honest Dealing

- H. Maintain Indemnification, via GI's Hold Harmless of PI's and GOE
- I. Refrain from engaging in prohibited/criminal acts which produce or are likely to produce damage or injury to any party.
- J. Refrain from interfering with PI, GI's, or any other GOE related persons' choices and/or personal lifestyle decisions.
- K. Any such other general obligation, as may become necessary and/or that which may be promulgated now, or in the future for the best interest of GOE or collective GI's; provided it shall be decided by a consensus of the PI's and verbally acknowledged by the undersigned GI at such a time.

**CONSENT TO MEDIA.** GI acknowledges and agrees to voluntarily consent to GOE's commercial use or social media promulgation of any (appropriate) photographs, audio, or videos taken of GI during inhabitation, and/or any children accompanying GI, while on the premises at the Garden of Eden.

**BINDING AND INURING.** GI acknowledges and agrees that this Agreement and, each of the parties' obligations thereunder shall be binding on the representatives, assigns and successors of each party.

**PERSONAL POSSESSIONS (SCHEDULE A).** GI acknowledges and agrees that all GI personal possessions brought onto the premises, shall be listed by GI either in handwriting, or printed form, and shall be entitled by GI: "Schedule A", shall be signed at the bottom of the last page by GI and acknowledged therein also by the signature of PI Eaker.

All property which is listed by the GI in the exact procedure and form as described above shall, remain the private property of GI, with all ownership rights retained. PI acknowledges to GI that, for the duration of GI's inhabitation, all rights to said property shall be retained in full by GI, and even upon the event or transaction (whether by an act of PI or GI,) which results in the eviction GI from the premises or, from the termination of this agreement, or any part of this agreement. GI acknowledges that he/she has been fully informed by PI Eaker, and further acknowledges that, GI's rights to ownership of the personal possessions or private property listed in schedule A, requires that GI clearly identify, declare, and/or indicate to any/all other inhabitants (GI's) of the Garden of Eden; exactly which items or property that GI intends to temporarily offer or not offer for community use.

This includes GI's responsibility to clearly identify which items/property GI is expressly reserving for private use, and GI shall be solely responsible for enforcing the

adherence to those prescribed uses. GOE and/or PI shall not incur any liability from GI's failure or refusal to protect, administer community use of, and/or adequately maintain such described Property/Personal Possessions.

As consideration to GI, the Primary Inhabitants shall make all reasonable and/or conscionable efforts to uphold and enforce GI's declared use permissions stated in schedule A, but again clarifies that neither PI's nor GOE shall be held responsible or liable in any event during which another inhabitant uses, damages or destroys an item or items of GI private property with/without GI permission.

**TERMINATION/EVICTION.** GI understands, acknowledges and agrees that, GI shall remain inhabiting the GOE and premises until such time that either, or both parties agree or declare that such an inhabitation is no longer mutually beneficial. This declaration may take the form of GI's involuntary eviction from premises, GI's voluntary decision to leave the premises, and/or for any dishonor or breach of this agreement.

Regardless, either party to this agreement may choose to terminate the agreement at any time, on the non-negotiable condition that the Hold Harmless and Non-Disclosure provisions shall remain intact. In the event that this agreement is terminated due to the simple personal preference of either party, and no breach of contract or dishonor of any agreement, either written or verbal, between the parties has occurred, the Guest Inhabitant shall have up to 7 days to vacate the premises and up to 14 days to remove all their personal possessions from the premises. Any personal possessions left after 14 days may become the property of the Primary Inhabitants.

In the event that this agreement is terminated due to a breach of contract and/or dishonor of any agreement, either written or verbal, by the Guest Inhabitant, but no violence or threats of violence are involved, the Guest Inhabitant shall have 24 hours to remove their person and their possessions from the property provided that they do so willingly and peacefully, and notwithstanding any other alternative egress time frames as may be negotiated by GI with PI's.

If the Guest Inhabitant fails to remove their person and property from the premises within 24 hours after breach of contract or dishonor of agreement, the Guest Inhabitant shall be removed by force from the premises and their possessions on the premises may be forfeit to become the property of the Primary Inhabitants. Additional time to remove person or possessions may be granted at the sole discretion of the Primary Inhabitants and may be subject to fees or other terms and conditions to be set forth by the Primary Inhabitants.

In the event that the Guest Inhabitant makes any threats or commits any acts of violence, puts in jeopardy, impedes or imposes upon the safety, security, wellbeing or

freedom of any of the inhabitants of The Garden of Eden, the Guest Inhabitant shall be subject to immediate and permanent removal from the premises, by force if necessary, and that GI may be prosecuted to the full extent of the law for any assault or injury caused by them.

GI further understands, acknowledges, and agrees that if, GI is removed from the Garden of Eden for any reason related to violence or threats, GI is entitled only to whatever of GI's own personal property and possessions are on his/her person at the moment the violence or threat is made. Any other property or possessions of GI that are on the premises and not on GI's person at the time of removal are forfeit and become the property of The Garden of Eden and its inhabitants as just compensation and liquidated damages.

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WHEREFORE, BY THESE PRESENTS, the parties do hereby affix unto this agreement, and by their voluntary act in hand, their respective signatures and seals; in full mutual understanding and binding consent to contract.

**GUEST INHABITANT (GI)**

**Printed Name:**

\_\_\_\_\_

**DL/ID No.:**

\_\_\_\_\_

**DOB:**

\_\_\_\_\_

**Autograph:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Seal:** (R. Thumbprint)

\_\_\_\_\_

**PRIMARY INHABITANT (PI)**

**Printed Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Autograph:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**ATTENTION GUEST INHABITANT YOU ARE SIGNING FOR ALL MINORS, LIST ALL**

**ACCOMPANYING MINORS; IF NONE, LEAVE BLANK....**

**MINOR 1 PRINTED NAME:**

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**DOB:**

-----

**MINOR 2 PRINTED NAME:**

-----

**DOB:**

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**MINOR 3 PRINTED NAME:**

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**DOB:**

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**INITIALS OF GI & PI**

**GI VERIFICATION**

\_\_\_\_\_

**PI ACKNOWLEDGEMENT**

\_\_\_\_\_

**JURAT**

STATE OF TEXAS)

COUNTY OF \_\_\_\_\_)ss

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, a public notary in and for the STATE OF T.X., personally appeared, \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
SIGNATURE OF NOTARY

DATE: \_\_\_\_\_.

my commission expires:  
\_\_\_\_\_.

SEAL: