

Major Graham Mansion: 2015 Public Paranormal Investigator Agreement

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THIS AGREEMENT is made this the _____ day of _____, 2015 by _____, (hereafter "INVESTIGATOR"), individually and on behalf of _____ (guest investigator) with GrahamFest, L.L.C. (hereafter "OWNER"). The OWNER reserves the right to deny INVESTIGATOR participation in scheduled investigations if the following terms and conditions are not met. Investigations take place at the Major Graham Mansion property located at 2115 Major Graham Road, Max Meadows, VA 24360 (hereafter "PROPERTY"). The following terms and conditions shall apply, by which you hereby agree to be bound.

TERMS AND CONDITIONS OF OBSERVING AND PERFORMING PARANORMAL INVESTIGATIONS AT THE MAJOR GRAHAM MANSION PROPERTY

An investigation fee of \$100 (one hundred dollars) per person is due to the OWNER along with this application to secure INVESTIGATOR registration. Payment may be in the form of cash, check, VISA, or Mastercard. Credit card or debit card payments and application may be submitted by email or by phone to the Major Graham Mansion Office, 221 Graham Robinson Road, Max Meadows, VA 24360, (v)276-284-0006 (f)276-637-6323
MLBrewer@MajorGrahamMansion.com.

Cancellation Policy: A minimum of 10 guests are required for each investigation. The investigation will be cancelled if fewer than 10 guests have registered for an investigation 7 days prior to the investigation date. In the case of an investigation cancellation, full payment will be refunded to INVESTIGATOR and INVESTIGATOR will be notified at least 5 days prior to the investigation date. In the case of INVESTIGATOR wishing to cancel a scheduled investigation after payment has been received, a \$75 refund will be honored if a written request is received at least 14 days prior to the investigation date.

The INVESTIGATOR agrees to the following:

- 1. Prepayment of the investigation fee of \$100.**
- 2. INVESTIGATOR groups may not exceed more than 25 persons and must have a minimum of 10 persons.**
- 3. All persons must be 18 years of age or older.**
- 4. INVESTIGATOR agrees to display appropriate behavior as defined during the Investigation Orientation Session. INVESTIGATOR will be excused from the investigation without refund if personal behavior is unacceptable.**
- 5. The OWNER is the sole owner of all data collected during the investigation. All evidence, including audio, video, still photos, reports of personal paranormal experiences, written transcriptions of data, formal reports, etc., will be provided to the OWNER. OWNER must give written consent for public release of evidence gathered by INVESTIGATOR prior to release, including but not limited to release to television, radio, Internet, and newspapers. All financial gain from the use, sale, and distribution of the data collected from the Major Graham Mansion is retained by the OWNER unless otherwise stated in an addendum to this document.**
- 6. Pets, weapons, illegal drugs, cooking, and alcohol are not permitted at any time on PROPERTY. Cigarette smoking is permitted at designated outdoor areas using designated receptacles.**
- 7. INVESTIGATOR assumes all risk of personal injury and all damage or loss of property whether occurring prior to, during or after the investigation and whether inside or outside the PROPERTY. INVESTIGATOR is solely responsible for the safety, care, and protection of INVESTIGATOR property, goods, and self. OWNER shall not be liable for loss, damage, or theft of any personal property of INVESTIGATOR. INVESTIGATOR expressly releases OWNER and its management, employees, paranormal investigator consultants and officers from any and all claims arising from or related to any such property loss or personal injury, including claims of negligence.**
- 8. INVESTIGATOR may not use this investigation information for advertising, publishing, dissemination, or sale without OWNER'S written consent.**

- 9. INVESTIGATOR hereby grants permission to OWNER and its designees to use INVESTIGATOR image and likeness in connection with all live or recorded displays, transmissions, reproductions, or other representations of the investigation. INVESTIGATOR irrevocably consents to the recording of personal image on and around PROPERTY. OWNER may exploit these images and recordings in perpetuity without restriction by or payment to INVESTIGATOR.**
- 10. INVESTIGATOR will at no time alter PROPERTY, including decorations, architectural artifacts, furniture, lighting, locks, walls, doors, furnaces, fireplaces, porches, windows, or electrical outlets and panel. INVESTIGATOR will not trespass beyond the designated PROPERTY boundaries set forth by OWNER during the investigation.**
- 11. INVESTIGATOR is responsible for PROPERTY damages, including theft and breakage.**
- 12. INVESTIGATOR will indemnify and hold harmless OWNER from any and all claims, actions, and judgments, including costs of defense and attorney's fee incurred in defending against same, arising from and related to INVESTIGATOR'S use of PROPERTY.**
- 13. OWNER shall be entitled, in its reasonable discretion, to settle claims prior to suit or judgment, and in such event INVESTIGATOR shall indemnify and hold harmless OWNER for any such claims paid, including OWNER'S reasonable attorney fees occurred resulting from such claim.**
- 14. In the event any claim or suit is brought against OWNER within the scope of this AGREEMENT, INVESTIGATOR shall pay for legal counsel chosen by OWNER to defend against same.**
- 15. This AGREEMENT, its validity and interpretation, and all actions arising here from shall be governed by and interpreted pursuant to the state or federal law governing Pinellas County, Florida as appropriate. This AGREEMENT shall not be binding until signed by all parties. No party is intended to be or shall be a third party beneficiary hereof. Each party warrants it has been advised or had unrestricted opportunity to be advised by legal counsel of their choice.**

Investigator's Signature and printed name

Investigator's address and phone number

Investigator's email address

July 7, 2015 PUBLIC PARANORMAL INVESTIGATION SCHEDULE:

7-7:30 p.m.: Arrival, Meet and Greet

7:30-8:30 p.m.: Mansion Haunted History Tour

8:30-9:00 p.m.: Ghost Hunting Orientation; Divide into Teams

9:15 p.m.: First Investigation

10:30 p.m.: Second Investigation

11:45 p.m.: Third Investigation

12:45 a.m.: Wrap Up and Dismiss

The November 14th Public Paranormal Investigation will follow the same schedule EXCEPT this investigation will begin at 6 p.m. and end at midnight.