

AGREEMENT FOR USE OF BUILDING FACILITIES

This Agreement dated this ____ day of _____, 20____ between SRI Six Hamilton Square (“Owner”) and Shorenstein Realty Services, LP (“Agent”), and _____ (“Customer”).

W I T N E S S E T H

The parties hereto intending to be legally bound hereby, covenant with each other as follows:

Owner and Agent agree that Customer may use the _____ at _____ on _____ (Date) for the purpose of _____ (Event). Alcoholic beverages will/will not be served.

Customer agrees that it will comply with following regulations during its use of the _____:

1. Building Management will provide adequate restroom facilities and supplies as needed at no charge to the User; however, Building Management is not responsible for maintaining the restrooms during the event.
2. The Customer will be responsible for the adequate clean-up and security personnel during the hours of the event and for returning the facilities to their original condition upon completion of the event.
3. The Customer shall be responsible for the arrangement, receipt and return of any deliveries and/or equipment used during the event.
4. The customer will not permit more than 75 people (for party room) and 310 (for roof deck) due to the capacity allowance. If at any time during the event the Building Management Representative feels that the number of persons using the facility is exceeding the stated limit or is otherwise posing a danger to the building, the Customer agrees that the admittance of more people into the event will cease.
5. Customer agrees that it will defend, indemnify and save harmless owner, its Agent, and employees from any and all loss or liability, demands, judgments, expense (including attorney’s fees), claims or actions based upon or arising out of damages or injury (including death) to persons or property (including that of the Owner and Agent) incurred by or sustained in connection with the Event which is the subject of this agreement by reason of any and all acts or omission or negligence by Customer, its employees, and invitees, or by conditions created thereby, or based upon any violation of any statute, ordinance or regulation. Owner and Agent shall not be liable unless it is established that there has been gross negligence or willful act on the part of either entity or its employees.
6. To help assure such indemnity of Owners and Agent, Customer agrees, at its sole cost, to maintain in full force and effect during this Event an occurrence-based comprehensive general liability policy with a single limit of \$2,000,000 including contractual liability,

broad form property damage and host liquor liability. The latter is needed only if Customer will serve alcoholic beverages. The Owner and Agent are to be named as additional insureds for this Event. The management office, as agent for the ownership, must receive a copy of the Certificate of Insurance showing that these requirements have been met. Otherwise, Agent shall deny Customer access and use of the building facility on the date scheduled for such Event.

AGREED AND ACCEPTED:

By: SRI SIX HAMILTON SQUARE, OWNER

By: Shorenstein Realty Services, LP
AGENT:

CUSTOMER:

Name

Name

Title

Title

Date

Date