

EVENT AND CONFERENCE SPACE USE AGREEMENT

This Event and Conference Space Use Agreement ("Agreement") is between Grid Collaborative Workspace, Inc. ("The Grid") and the Client named below for renting the Event Space at 12022 Blue Valley Parkway, Overland Park, Kansas 66213 for the following event described below ("Event").

RESERVATION STATEMENT

Rental time is based on 4-hour increments, inclusive of load-in and load-out. Additional time, if needed or requested, is subject to additional fees. All rental fees are subject to a 20% service fee and applicable sales tax. A signed contract and date-hold deposit for 10% of the estimated expenditures must be received to reserve your date(s) and time(s).

ADVANCE DEPOSIT SCHEDULE

Second and Final Deposits are estimated at this time. Final Deposit will be calculated based on final guarantees and all other charges applicable to fully facilitate the billing arrangements defined in this Agreement. If using a caterer, a copy of their Insurance Certificate (see INSURANCE section) is due no later than ten (10) days prior to your event. Any additional costs that arise will be due within two (2) days after your event. If booking within 10 days of your event, all rental and miscellaneous costs and proof of caterer's insurance are due at booking. Payments should be made to Grid Collaborative Workspace, Inc.

CANCELLATION DATE PARAMETERS

Cancellation Date Parameters prior to the event	% Of Estimated Expenditures
Contract Date to 6 months	20%
More than 91 days but less than 6 months	40%
More than 31 days but less than 3 months	60%
Less than 30 days	90%

If such payment does not accompany Client's cancellations notice, the amount owed by Client will be determined in accordance with the scale above by using the date Client makes the payment to The Grid, rather than the date Client provided notice of cancellation. Reserved food and beverage catering, along with rentals and/or purchases necessary to produce your event may not be refunded, or may not be refunded in full, if costs have been incurred toward that obligation. The option to cancel is agreed by the parties to constitute the exercise of a contractual option and not a default. The parties further agree that the amounts set forth are reasonable estimates of the losses that The Grid would incur and include consideration of the possibility of The Grid's ability to mitigate its losses through resale.

METHOD OF PAYMENTS

The Grid accepts payment by Certified Funds, Personal Checks, Wire Transfers, and certain credit cards: American Express, Visa, MasterCard. In the event a check is returned for Insufficient Funds there will be a Fifty U.S. Dollar and Zero Cents (\$50.00) service charge added.

PAYMENT AUTHORIZATION

Client hereby authorizes The Grid to charge Client's credit/debit card for all fees associated with the Event, including but not limited to, Additional Charges, Recovery Fees, Deposit, Surcharges, and Taxes as defined in this Agreement. When you choose to pay by credit/debit card, your balance will be charged to your card on file on the due date of the final payment (10 days prior to the Event) unless other payment arrangements have been made. Client further authorizes The Grid to deduct from any Deposit or charge any credit/debit card on file any unpaid Fees, Recovery Fees, Surcharges, and Taxes and/or charges for additional services or damages to the Event Space and/or its contents. Due to billings from our contractors, some charges may take one to three (1-3) weeks to process.

FEES

Client agrees to pay the "Total" amount set forth on the Reservation Statement together with all taxes, fees, surcharges and charges for additional services and recovery fees. In exchange for the use and occupancy of the Event Space subject to all of the terms and conditions of this Agreement. No terms are implied or granted, and no work will be allowed to commence until full payment is received by The Grid.

RECOVERY FEES

Client understands and acknowledges that certain conduct and/or occurrences are strictly prohibited at the Event Space and that in the event such prohibited conduct shall occur (hereinafter "Violation"), the occurrence of which shall be determined by The Grid in its sole discretion, The Grid may charge recovery fees to Client in the amounts set forth on the Schedule of Recovery Fees below. Client hereby authorizes The Grid to charge Client's credit/debit card for any and all recovery fees assessed by The Grid for any and all Violations. Client further authorizes The Grid to deduct from any Deposit any unpaid fees.

- \$200 Early Check-In Fee - Before 7:00am with APPROVAL
- \$200 Late Check-Out Fee - After 12:00am Midnight with APPROVAL
- \$300 Smoking Violation
- \$300 Pet Violation
- \$100 Excessive Cleaning per hour
- \$100 Furniture movement Violation per hour

The Grid shall hold function space to accommodate the event but reserves the right to reassign the space to accommodate both the Client and other Clients using The Grid's facilities during Client's event. Rooms are determined by the minimum number of guests anticipated.

LIABILITY - Client acknowledges that The Grid shall not be liable to the Client and/or Client's guests for any injuries or damage incurred by any act, omission or neglect of the Client in question, including injuries or damages caused in whole or in part, by the negligence of the Client or the Client's guests. The Client shall be solely and exclusively responsible for any fines, taxes, penalties, interest, cost, expenses, damages, loss or liability, of any kind or nature, arising out of any demands, suits, actions, proceedings or claims relating to or arising out of the Event and or the Event Space even if such claims are brought or filed after termination or expiration of this Agreement. The Client agrees to indemnify, defend and hold The Grid and if/where applicable, its affiliates, predecessors, successors, landlord, property owner, agents, attorneys, employees, contractors, consultants, insurers, officers, directors, shareholders, managers, members, trustees and all persons and entities claiming under it, and their executors, heirs, personal representatives, successors, and assigns harmless from and against any and all actions, attorney fees, causes of actions, claims, counterclaims, costs, damages, debts, demands, expenses, fines, interest, judgments, liabilities, liens, losses, penalties, set-offs, suits, sums of money, taxes, or any other form of claim or compensation, and, of every kind and nature whatsoever in law and equity, whether known or unknown, arising out of, involving or in dealing with, the Event and/or Event Space, any act, omission or neglect of Client, its agents, contractors, employees or invitees, and out of any default or breach by Client in the performance in a timely manner of any obligation on Client's part to be performed under this Agreement. The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against The Grid) litigated and/or reduced to judgment, and whether well founded or not.

CATERING STANDARDS - We highly recommend using a caterer from The Grid Recommended Caterers list for your Event. Our recommended caterers are familiar with our regulations, policies, and procedures. Using caterers not on our recommended list may result in an increased deposit and fee. The Grid reserves the right to approve all outside vendors hired by Client in The Grid.

- Insurance/Credit Card - All caterers working at The Grid are required to have a valid Certificate of Insurance showing One Million U.S. Dollars and Zero Cents (\$2,000,000.00 U.S.) aggregate coverage for general liability; workers' compensation coverage at limits in accordance with state law: auto coverages for owned, non-owned and hired vehicles with limits at One Hundred Thousand U.S. Dollars and Zero Cents (\$100,000.00 U.S.) for liability, medical payments and collision; and a Credit Card on file with us.

- Kitchen Policy - The Grid kitchen is production space and is to be used for final food presentation, plating and bussing only. Please note that The Grid does not provide dishes, glassware, pots, pans, knives or utensils. The kitchen production space will be provided in a clean condition and the space should be returned to a clean condition immediately following your Event. A final walk through with a member of our event staff is mandatory at the close of your Event. Please refer to check lists posted in the kitchen production area.

- Caterers must remove all trash, composting and recyclables from the building and deposit in our dumpsters. All trash including sorted recyclables and property sorted compostable, must be collected, properly bagged and removed by the caterer. Failure to remove or clean will result in additional fees at \$100/hour for time spent to the caterer and will be charged to the caterer's credit card on file. The Grid encourages those renting space to consider green, sustainable, fair trade, ecologically sound cleaning and zero waste solutions. The Grid proudly commits to as close to zero waste events as possible.

INSURANCE - Caterers used by Client must provide a certificate of insurance with a single occurrence limit of liability of at least One Million U.S. Dollars and Zero Cents (\$1,000,000.00 U.S.), and general aggregate limit of liability of at least Two Million U.S. Dollars and Zero Cents (\$2,000,000.00 U.S.). The Grid shall be named as an additional insured of said policy. If alcohol is to be served at the Event, the insurance policy obtained by the caterer must include Host Liquor Liability coverage to protect against alcohol-related incidents. The certificate will be delivered at least ten (10) days prior to the Event. IF ALL PROOFS OF INSURANCE ARE NOT PROVIDED BY THEIR RESPECTIVE DEADLINE, THE GRID RESERVES THE RIGHT TO CANCEL YOUR EVENT AND RETAIN ALL DEPOSITS.

BAR/CATERING GUEST COUNT - Final guest count changes MUST be submitted in writing (e-mail is acceptable) at least ten (10) days prior to your event. Although additions may be made to your guest list up to two (2) days prior to your event, no refunds will be given for reductions to the guest count less than ten (10) days prior to your Event.

SITE DECORATION - The Grid wants to make every event here a special and welcome experience. Therefore, every effort will be made to allow Client to prepare decorations reflecting their creative requirements. We ask that only the staff of The Grid rearrange and move any furnishings, including, but not limited to, artwork, lamps, antiques, or seating. No nails, screws, staples, or penetrating items are to be used on our walls or floors. NO glitter or foil (non-paper) confetti is allowed on site. Only low tack tape is allowed on our floors and wall. Any damage will be charged after your event.

CONDUCT - There is absolutely no drug use or smoking of any kind tolerated on premises or within outside distances set by law, including loitering or congregating outside on the sidewalk, at any time during the Event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Client and guests shall use the premises in a considerate manner at all times. During underage events, such as school dances, we prefer that underage individuals do not have in and out privileges. Conduct deemed disorderly at the sole discretion of The Grid shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases NO refund of the event costs shall be made. If The Grid management calls law enforcement, a \$250 fee will be added to Client's bill.

SECURITY -The Grid does not provide security in the event space and all personal property left in the space is at the sole risk of the owner. Client agrees to advise the attendees that they are responsible for safe keeping of their personal property. Client may elect to retain security personnel to safeguard personal property in the event space. In addition, depending upon the nature of Client's event, The Grid reserves the right based on its reasonable judgment to require Client to retain security personnel in order to safeguard people or property in The Grid. Any security personnel retained by Client must be at its own expense and from a licensed security company approved by The Grid management, including insurance and indemnification requirements, and at all times remains subject to The Grid's advance approval. Security personnel are not authorized to carry firearms without The Grid management's advance approval.

LIVE MUSIC/ DJs/NOISE - The Grid encourages music and lots of dancing! However, please be aware that the premises are located near office/hotel units and therefore neighborhood noise regulations do apply. In the event that the event creates a disturbance due to high noise volume. The Grid's onsite manager has full authority to ask the Client, DJ or live music presenter to turn the entertainment down and/or off. If repeated disturbances are created, at The Grid's discretion, Client may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the Event costs will be refunded to Client. Music can start after 5 p.m. but must end by 10 p.m. during weeknights (Monday thru Thursday) and start after 10 a.m. and end by midnight on weekends (Friday and Saturday). Additional time can easily be added provided the volume is modest and it cannot be heard beyond the boundaries of the property or by immediate neighbors.

CANCELLATION - Date-Hold Deposit is Non-Refundable. Other deposits, if any, will be refunded in accordance with the Cancellation Date Parameters schedule in this Agreement.

LOAD-IN/LOAD-OUT AND STORAGE - All load-ins and load-outs must take place within the designated time frame given by The Grid. If there is an event prior to yours, a timed delivery will be required. The Grid is not responsible for checking in or handling any items brought into the venue by rental companies. All external items must be checked in and signed for by the Client or Client's representative. All excess material (bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by rental company, Client, or Client's representative. Limited storage is available upon request. Storage fees will be applied to any items left overnight or beyond normal load-in/load-out times. This also applies to items left post Event for shipment out via courier. Note: It is not the responsibility of The Grid to ensure that pick-ups are scheduled and executed.

CLEANING, TRASH AND EQUIPMENT REMOVAL - The Grid will be in a clean condition prior to your Event. Within two (2) hours following the Event, you are required to return the space to the same clean condition in which it was found. This includes counters and appliances used and sweeping and mopping the floor, using cleaning products that you provide. All leftover food and supplies must be removed. The Grid encourages those renting space to consider green, sustainable, fair trade, ecologically sound cleaning and zero waste solutions. The Grid proudly commits to as close to zero waste events as possible. All trash, including sorted recyclables must be collected, properly bagged and removed by the client or caterer. All rental equipment, except for that provided by The Grid, must be removed immediately following your Event.

CITY, COUNTY, STATE AND FEDERAL LAWS - Client agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, NO EXCEPTIONS. Client shall not sell alcohol or serve alcohol to minors on the premises at any time. Client agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner and intoxicated persons are not served. The Grid reserves the

right, in its sole discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol. or who shall in any manner do or participate in an act jeopardizing the rights, use permit, or insurability of The Grid or safety of its staff, guests, or building contents.

CHOICE OF LAW/JURISDICTION/VENUE - This Agreement, interpretation of its terms, conditions and covenants, performance hereunder, and all suits and proceedings hereunder, shall be interpreted, brought and applied in accordance with and pursuant to the laws of the State of Kansas. Jurisdiction and venue for any dispute arising from, out of or in relation to this Agreement shall be solely and exclusively vested in the courts in the county in which the Event Space is located. THE PARTIES HERETO, VOLUNTARILY AND WITH FULL KNOWLEDGE AND UNDERSTANDING OF THEIR RIGHTS. EXPRESSLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY OF ANY DISPUTE OR CLAIM ARISING FROM, OUT OF OR IN RELATION TO THIS AGREEMENT.

SEVERABILITY - In the event any portion of this Agreement is unenforceable for any reason, the Parties agree that the unenforceable section of this Agreement shall be modified by any Court or tribunal of competent jurisdiction to allow this Agreement to be enforceable and so as to effectuate the intent and purpose of this Agreement and all other sections of this Agreement shall remain in full force and effect. If any section cannot be so modified then such part or provision shall be severed from the Agreement and the remaining sections shall remain in full force and effect.

AMBIGUITIES - The Parties hereto acknowledge that they have read and understand this Contract and as such no provisions set forth herein may be interpreted or construed for or against either Party as the drafter of this Agreement.

ENTIRE AGREEMENT/MERGER CLAUSE - This Agreement is non-transferable/assignable. This Agreement constitutes the entire agreement between the Parties, and all prior oral or written discussions, covenants, negotiations, offers, promises, representations, statements, or undertakings by or between the Parties regarding the matters resolved herein are merged into and superseded by the express terms of this Agreement.

ENTRY AND EXIT - Client agrees that The Grid staff may enter and exit premises during the course of the Event. A representative of The Grid will be on site during your entire Event and will be checking periodically with the responsible parties to ensure everything is running smoothly. The Grid representative will also check the bathroom, the overall premises, replenish hand towels and toilet paper, and will be available for questions or to respond to needs or issues that may arise at any time.

LOST AND FOUND - The Grid takes no responsibility for personal effects and possessions left on premises during or after any Event. We do, however, maintain a lost and found and will hold recovered items up to thirty (30) days. The Grid will make a reasonable attempt to return any recovered item to its rightful owner.

PROMOTIONS AND COPYRIGHT - It is important to us that you have a successful Event. Should The Grid be engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages and communications. Grid Collaborative Workspace, Inc. is our legal name, and should be used on any legal or financial document with us or media that goes to any outside audience.

ACCEPTANCE – This agreement shall constitute a binding agreement only upon signature of this document by all parties.

SIGNATURES

Approved and authorized by **Client/Company:**

Approved and authorized by **Grid Collaborative Workspaces, Inc:**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____