



Conference Center Use Agreement

This agreement is entered into by and between _____, as Tenant (Company) Suite _____, and 101 N Wacker Management Office of the Building, as Agent, covering the general policies and procedures for the use of the Conference Center (A & B) on the 2nd floor. Tenant agrees to fully comply with the policies and procedures of the Conference Center.

- **ROOM RESERVATIONS**

Requestor **MUST** notify management in writing at least 48 hours prior to the reservation date if the meeting has been cancelled. Any cancelled reservations without prior notice will result in a set-up fee.

- **ROOM USE**

Please provide desired room configuration upon reservation and 101 N Wacker building personnel will handle room set-up. If additional time is required for set-up, please include this in the initial reservation time request.

A confirmed application and completed agreement gives the Tenant the right to use the Conference Center on the date and during the time reserved, subject to these Terms and Conditions. The Tenant assumes full responsibility for the conduct of all persons in attendance during the reservation (including outside invitees) and for all damage done to Conference Center or to any part of the building and property in which the Conference Center is located by any such persons or any other person entering the building or property in connection with the use of the Conference Center by the Tenant. The right to use the Conference Center is "personal" to the Tenant and its employees and invitees. If the Tenant will host invitees from outside of the Building, **a guest list must be submitted to the Management Office at least forty-eight (48) business hours prior to the reservation. The total number of guests may not, at any point, exceed 36 persons in the Conference Center, which is the maximum occupancy.** The Tenant will use the Conference Center only in compliance with all applicable laws, codes, Building Rules and Regulations and the Conference Center Rules and Regulations. Use of the Conference Center may be denied or terminated if the Tenant is in breach of any of these Terms and Conditions or the Conference Center Rules and Regulations. The Tenant agrees to return the Conference Center and all furniture and equipment in the same condition and state of repair as existed prior to the Tenant's use.

- **SECURITY**

Management/Owner will not be responsible for articles left in the Conference Center. All personal property must be removed at the conclusion of the reservation.

- **ACCEPTANCE**

Tenant will be liable for any damages to the Conference Center, its furniture, equipment, or otherwise. The Tenant acknowledges and agrees that it is using the Conference Center





at its sole risk, that it will accept the same “as is” with all faults and flaws, that it will inspect the Conference Center for hazardous or dangerous conditions immediately prior to its use and will immediately notify the Office of the Building of any hazardous or dangerous conditions that are discovered, and that it will use the Conference Center in full compliance with the terms and conditions of any written procedures and regulations provided to the Tenant. Neither the Building Owner nor the Property Manager makes any representations or warranties, either express or implied, with respect to the condition of the Conference Center or its fitness or suitability for the Tenant’s use, including but not limited to any warranties of merchantability or habitability or fitness for a particular purpose. The Tenant acknowledges that it has not relied on any such representations or warranties. All personal property of the Tenant and its invitees shall be there at the sole risk of the Tenant and its invitees. Neither the Building Owner nor the Property Manager shall be liable for any loss of or damage to personal property.

- **LIABILITIES AND DAMAGES**

To the extent permitted by law, the Tenant, for itself and its agents, successors, insurers, affiliated and related companies, and assigns, and each of their agents and employees and invitees (all of the foregoing, “Affiliates”), hereby releases and forever discharges the Building Owner, the Property Manager, and all agents, employees, and direct or indirect owners or affiliates of the Building Owner and/or the Property Manager, and each of them (collectively the “Building Ownership Parties”), from any and all claims, demands, losses, costs, expenses or other liabilities of whatever nature (including attorneys' fees and other fees, costs, and expenses), at law, in equity or otherwise, arising out of or related in any manner to the condition of the Conference Center, including any latent defects, or the use of the Conference Center by the Tenant or any of the Tenant’s Affiliates or any of their respective invitees, or otherwise relating in any way to this Agreement (all of the foregoing, “Claims”), including any and all Claims related to personal injury or property damage occurring at or about the Conference Center. The Tenant and its Affiliates shall jointly and severally indemnify, defend, and hold harmless the Building Ownership Parties from and against any and all Claims made against or otherwise incurred by any of the Building Ownership Parties, in any way related to, or resulting from, this Agreement or the use of the Conference Center by the Tenant or any of the Tenant’s Affiliates or other invitees, all to the fullest extent permitted by law. This paragraph shall expressly survive use of the Conference Center and payment for such use for the longest period permitted by law.

If the Building Owner so requests prior to the Tenant's use of the Conference Center, the Tenant shall provide evidence that it carries commercial general liability insurance in an amount satisfactory to the Building Owner and insuring the indemnity agreement

contained in this Agreement. The Building Owner may require that it be named as an additional insured with respect to such insurance.



The liability of the Building Owner under this Agreement shall be limited to its interest in the Building in which the Conference Center is located. Tenant, for itself and its other Affiliates,

hereby waives any claims in connection with this Agreement or the Conference Center for punitive, consequential, or exemplary damages or for loss of income, profits, or savings. In addition, to the extent permitted by law, in no event shall the liability, if any, of the Building Ownership Parties to the Tenant and its Affiliates in connection with use of the Conference Center or under this Agreement exceed the amounts paid to the Building Owner under this Agreement.

- **CLEANING**

Articles left in the Conference Center will be disposed of if not claimed immediately after the event. Tenant is responsible for ensuring that room is cleaned and returned to initial condition. A cleaning fee will be assessed for excessive room clean-up. The Tenant is responsible for removing all food items and equipment from the room. All food items left in the room or kitchen area will be disposed of at the conclusion of each event.

- **MAXIMUM ROOM OCCUPANCY**

As required by fire code, Tenant shall not exceed maximum room capacity of 36 people in the Conference Center. This number may vary based on layout requests.

Management reserves the right, at any time, to deny reservations to any Tenant or group who abuses room rules and regulations. Damages resulting from abuse or misuse of the Conference Center will be billed to the Tenant. Management reserves the right to cancel any reservation as circumstances may dictate.

Coronavirus/COVID-19 Participation Agreement, Assumption of Risk, And Waiver of Liability

The novel coronavirus (SARS-CoV-2) and the respiratory disease it causes (COVID-19) (together, the “Coronavirus”) has been declared a worldwide pandemic by the World Health Organization. The Coronavirus is contagious and, as a result, many states, municipalities, and governing bodies have implemented restrictions on gatherings and person-to-person contact.

Lack of Symptoms. You acknowledge and understand that symptoms of the Coronavirus include, but are not limited to, cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, new loss of taste or smell, nausea, vomiting, and diarrhea. **By signing this document, you expressly agree, represent, and warrant that you will not enter the Conference Center unless in the 14 days prior to entering the Conference Center: (1) you have not had, been diagnosed with, or been suspected of having the Coronavirus; (2) you have not experienced any symptoms of the Coronavirus and have not used any medicine that may reduce or eliminate any symptoms of the Coronavirus; and (3) you have not had any contact with anyone who has tested positive for the Coronavirus, experienced any symptoms of the Coronavirus, or self-isolated due to potential exposure to the Coronavirus.**





You further acknowledge that the Landlord may implement procedures or rules to combat transmission of the Coronavirus and you expressly agree to comply with these procedures or rules and, if you do not, you will forfeit your ability to utilize the Conference Center.

Assumption of Risk and Liability Waiver. You acknowledge the contagious and dangerous nature of the Coronavirus and understand and agree that utilizing the Conference Center may increase your risk of contracting the Coronavirus. In recognition of all the possible dangers connected with the Coronavirus and in consideration of being permitted to enter the Conference Center, by signing this document you expressly agree to knowingly and voluntarily assume and accept all risk and responsibility related to your possible exposure to or contraction of the Coronavirus.

The person who has entered into this Agreement on behalf of any corporation or other entity which the Tenant represents that he or she has full authority to enter into this Agreement and bind the Tenant to it. For all purposes of this Agreement, any consent, approval or other undertaking of the “Building Owner” or the “Office of the Building” hereunder may be given or taken by the owner of the Building, as “Building Owner”, or by the property manager of the Building, as “Property Manager” and agent on behalf of the Building Owner.

Agreement to all forgoing terms and conditions is indicated by signature below. The agreement becomes effective only when received and approved by Management Office.

Authorized Tenant Representative Signature

Name (Please Print)/ Title

Authorized Agent for Owner Signature

Date

