

WORKBOX EVENT TERMS AND CONDITIONS

These Workbox Event Terms and Conditions (“**Terms and Conditions**”) are incorporated by reference into and expressly made part of the Event Agreement entered into by and between the client (“**Client**”) and the Workbox entity identified therein (together with its affiliates, “**Workbox**”). Client and Workbox are referred to herein individually as a “**Party**” and collectively as the “**Parties**.” All references herein to the “**Agreement**” shall mean the Event Agreement, together with these Terms and Conditions. Capitalized terms used but not defined in these Terms and Conditions shall have the meaning provided to them in the Event Agreement.

Section 1. Fees & Payment

- (a) **Event Space Fee; Deposit.** Client agrees to pay the contracted event space fee specified in the Addendum to the Agreement (the “**Event Fee**”). Upon execution of the Agreement by Client, Client shall pay to Workbox a deposit equal to 50% of the Event Fee (the “**Deposit**”) and shall put on file through Workbox’s secure online portal either (i) a valid credit card or (ii) ACH account information to be used for payment of the remaining Event Fee balance. Client acknowledges and agrees that the event space shall not be reserved for Client unless and until Client has signed the Event Agreement and paid the Deposit in full. The Deposit is non-refundable.
- (b) **Balance Due.** The balance of the Event Fee and any additional agreed upon service fees are due three weeks prior to the scheduled event and will be automatically charged to the credit card or ACH account on file at such time. Any fees paid by credit card may be subject to additional processing fees. If any attempted charge is rejected due to insufficient funds or for any other reason, a late payment fee of five percent (5%) may be imposed. In either instance, any sum due from Client that remains unpaid shall bear interest from the date due until the date paid at the annual rate equal to the lower of eighteen percent (18%) per annum or the maximum rate permitted by law. Client agrees to pay any costs incurred by Workbox if its account is referred to a collection agency for collection.
- (c) **Additional Services.** Any additional services requested by Client and provided by Workbox on the day of the scheduled event that are not included in the Event Fee will be charged to the credit card or ACH account on file the business day following the event, in accordance with Workbox’s standard rates. If Workbox is required to obtain special event liability insurance, including liquor liability coverage, for the event, the cost of such insurance will be passed through to Client as an additional fee.
- (d) **Cancellation.** Requests for cancellation must be sent to Workbox in writing and received not less than 48 hours prior to the scheduled event. If a cancellation request is received at least three (3) weeks prior to the scheduled event, Workbox will refund to Client the portion of the Event Fee that was paid prior to such date, if any, in excess of the Deposit, without interest. For any cancellation received within three (3) weeks prior to the scheduled event, Client will forfeit the entire Event Fee. No refunds of the Deposit will be given in any case.

Section 2. Event Protocol.

- (a) **Final Attendee Count.** Client shall deliver to Workbox a final estimate of the number of attendees not less than 48 hours prior to the scheduled event.
- (b) **Space Configuration and Setup.** Final confirmation of the desired space configuration must be given to Workbox not less than five (5) business days prior to the scheduled event. Client agrees to consult Workbox before printing or distributing any materials describing the specific event location.
- (c) **Setup Charges.** If Client’s desired space configuration requires extensive room setup or elaborate staging beyond Workbox’s standard options, a separate setup fee will be charged to cover additional labor costs. If additional furniture or equipment is needed to accommodate Client’s desired space configuration, Workbox will provide Client with contact information for Workbox’s preferred rental vendors. All furniture and equipment rentals must be contracted and paid for directly by Client, subject to Workbox’s prior written approval; it being understood that in no event will Workbox act as a pass-through agent on behalf of Client as it pertains to furniture and equipment rental and billing.
- (d) **Post-Event Access.** Client must clear the space of all attendees by the scheduled ending time. Any later access will be charged in 30-minute increments at the current hourly rate for the space.
- (e) **Displays/Decorations.** All displays and/or decorations, which must be freestanding and may not be affixed to any walls, floors, windows, doors or ceilings with nails, staples, tape or other adhesive substance, shall be subject to Workbox’s prior approval. Workbox reserves the right to charge for the installation or removal of displays and/or decorations.
- (f) **Security.** Client will be responsible for all expenses that may be necessary or appropriate, as determined in Workbox’s sole discretion, to maintain adequate security measures for the scheduled event, considering the size, nature and timing of the event, as well as applicable building rules or requirements. Such expenses, if any, will be included in the Event Fee.
- (g) **Workbox Employees.** Workbox may have dedicated onsite staff available at the scheduled event to provide oversight and appropriate support where needed. However, Workbox employees shall not be deemed employees, agents or representatives of Client, and neither Client nor its attendees shall treat Workbox employees as such.

Section 3. Vendors.

- (a) **Food & Beverages.** Client may bring, or contract with outside vendors to supply, food and beverages, including alcohol where permissible under the building rules, for the scheduled event. For the avoidance of doubt, Client must obtain the building landlord’s consent, as well as the necessary alcoholic beverage permits and liquor liability insurance, prior to serving any alcoholic beverages at an event held in Salt Lake City, UT. Upon request, Workbox will provide Client with a list of preferred vendors to use, and whenever possible, all professional catering shall be done through the building’s existing vendors.
- (b) **Insurance Requirements.** All outside vendors, including bartenders, servers and other providers of a similar nature, shall maintain at least the minimum insurance coverage specified below and provide a certificate of insurance evidencing such coverage to Workbox not less than ten (10) days prior to the scheduled event:
 - Workers’ compensation and employer’s liability: greater of \$500,000 or as required by law
 - General liability: \$2,000,000 per occurrence and in aggregate
 - Automotive liability: \$1,000,000 combined single limit

- Umbrella liability: \$3,000,000 per occurrence and in aggregate
- Liquor liability (if alcohol will be served): \$1,000,000 per occurrence and in aggregate

The certificate of insurance shall (i) list the building landlord as the certificate holder and (ii) name Workbox, the building landlord, the property management company and their respective affiliates and assigns as additional insureds with respect to the general and umbrella liability coverages on a primary and noncontributory basis as their financial interests may appear.

- (c) **Deliveries.** Arrangements for the delivery of packages, furniture and equipment for the scheduled event must be made through the events manager. A maximum of three (3) boxes is permitted to be delivered, and all deliveries shall be made no later than 48 hours prior to the scheduled event, in either case unless Client receives Workbox's prior written consent. Receiving, handling and shipping charges may apply, and Workbox may require that a certificate of insurance be provided up to 72 hours before a delivery is made.

Section 4. Liability & Indemnification.

- (a) **Damage to Building or Workbox Property.** Client shall be solely liable for any damage, normal wear and tear excepted, to the building, the event space or any of the building landlord's or Workbox's furniture, fixtures and equipment or other personal property arising from or as a result of the acts or omissions of Client or its vendors or attendees. When appropriate, the events manager will contact Client to visually inspect the facilities before and after the scheduled event, and if damage has occurred related to the scheduled event, the costs of repair and/or replacement will be added to the final invoice or billed separately upon completion of the repair and/or replacement.
- (b) **Assumption of Risk, Waiver of Claims.** To the maximum extent permitted by law, Client, for itself and on behalf of its vendors and attendees, hereby assumes in full the risk of any and all claims, losses, damages, diminutions in value, liabilities, deficiencies, actions, judgments, settlement, interest, awards, fines, costs, or expenses of whatever kind, including, but not limited to, professional fees and expenses and attorneys' fees and expenses (collectively, "**Claims**"), that may be incurred or asserted arising out of or relating to (i) any act or omission relating to performance or non-performance under the Agreement; (ii) any damage, injury, destruction, theft, or loss of any property (whether tangible or intangible) located in or at the event space; or (iii) any personal injury, bodily injury or property damage occurring in or at the event space. Client, to the maximum extent permitted by law, hereby waives any and all Claims against Workbox and/or the building landlord.
- (c) **Limitation of Liability.** Neither Workbox nor the building landlord shall be liable to Client or its vendors or attendees to any extent whatsoever for (i) any loss or theft of, or damage to, property belonging to Client or its vendors or attendees or (ii) indirect, special, exemplary, punitive, or consequential damages, including, but not limited to, other expenditures or loss of profits or prospective profits of any kind or nature, sustained or arising out of, or alleged to have been sustained or to have arisen out of the Agreement. Workbox's liability (whether in contract, tort, negligence, strict liability, by statute, or otherwise) shall in the aggregate be limited to direct and actual damages not to exceed the Event Fee.
- (d) **Indemnity.** Client agrees to indemnify, defend and hold harmless Workbox and its officers, directors, owners, employees and agents from and against any and all claims, actions, suits, proceedings, damages, liabilities and expenses incurred by any of such persons (including, but not limited to professional fees and expenses and attorney's fees and expenses) that arise out of or relate to (i) Client's or its vendors' or attendees' breach or violation of the Agreement, (ii) Client's or its vendors' or attendees' actions, errors, omissions, negligence, gross negligence, intentional misconduct, or fraud or (iii) the scheduled event, except in each case to the extent caused solely by Workbox's gross negligence or willful misconduct. Client shall reimburse each indemnified person for all expenses (including, but not limited to, professional fees and expenses and attorneys' fees and expenses) incurred by such person in connection with investigating, preparing or defending any of those claims, actions, suits or proceedings, whether or not such person is a party thereto. Upon written notice from Workbox, Client will assume the defense of such claim, action, suit or proceeding at Client's expense.

Section 5. Intellectual Property.

- (a) **Trademarks & Publicity.** Client may not use Workbox's name, logo, trademarks, service marks or domain names (collectively, "**Workbox Marks**") in any way in connection with the scheduled event or otherwise without Workbox's prior written consent, which Workbox may grant or deny in its sole discretion. Client may not use photos or illustrations of the building or event space, or any Workbox Marks, in any of Client's marketing materials or in any other manner without Workbox's prior written consent, which Workbox may grant or deny in its sole discretion.
- (b) **No Infringement.** Client represents and warrants that its activities conducted at the event space and in connection with the scheduled event shall not infringe the patent, copyright, or trademark rights or violate rights of privacy or publicity of any third party.
- (c) **Release.** Client acknowledges that promotional photography and/or video recording may occur in the event space from time to time. By entering and hosting an event within the space, Client, for itself and on behalf of its attendees, consents to such photography and/or video recording and the release, publication, exhibition or reproduction of such photographs and/or recordings in which they may appear for promotional purposes by Workbox and its representatives. Subject to the foregoing, Client, for itself and on behalf of its attendees, hereby releases and discharges Workbox and its representatives and assigns from any and all claims and demands arising out of or in connection with the use of the name, likeness, image, voice, or appearance of such person, including any and all claims for invasion of privacy, right of publicity, misappropriation, misuse, and defamation. Client hereby waives any right to inspect or approve the use of the photographs and/or recordings and acknowledges and agrees that the consent given herein is without compensation of any kind. Client represents and warrants to Workbox that its attendees will have been informed of and agreed to this consent, waiver of liability and release before they enter the event space in which photography and/or video recording are taking place.

Section 6. Event Policies.

- (a) **Internet Connection.** Workbox offers complimentary Wi-Fi throughout the event space. For presentations that require access to the internet, Workbox recommends a hardwired connection to the presentation laptop or a static IP address, either of which can be secured through the event manager.
- (b) **Alcohol Policy.** Unless otherwise prohibited by law or the building rules, alcohol is permitted on-site for service and consumption. However, the sale of alcohol is strictly prohibited. Attendees are expected to always act in a professional and appropriate manner. Any intoxicated attendees are the responsibility of Client.
- (c) **Smoking Policy.** Attendees must observe all non-smoking and/or non-vaping regulations and building rules applicable to the event space.

- (d) **Courtesy Protocol.** Workbox reserves the right to request that any person or group of people acting unruly or otherwise in a disruptive or offensive manner immediately leave the premises and may seek assistance from law enforcement agencies if compliance with its request is not achieved.
- (e) **Fire & Life Safety Guidelines.** No passageways, exits, defibrillators, or fire protection equipment may be blocked or obscured in any way. The event space and all existing furniture and equipment must be left in the condition in which they were found or better. Open flames are prohibited throughout the event space.
- (f) **Weapons.** No weapons of any kind are allowed in the building, including the event space.

Section 7. Miscellaneous.

- (a) **Entire Agreement.** The Agreement, including these Terms and Conditions and the Addendum, shall constitute the entire agreement, understanding, representations and warranties of the Parties and supersede all prior agreements, understandings, representations and warranties of the Parties, whether written or oral, regarding the matters addressed therein.
- (b) **Severability.** If any provision of the Agreement shall be held invalid, illegal or unenforceable by any arbitrator any or court of competent jurisdiction: (i) the validity, legality and enforceability of the remaining provisions of the Agreement will remain in full force and effect; and (ii) the application of such provision to any other party or to any other circumstance shall not be affected or impaired thereby.
- (c) **Execution.** The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of the Agreement and of signature pages by email or other electronic means (including .pdf or electronic signatures complying with the U.S. federal E-SIGN Act of 2000) shall constitute effective execution and delivery of the Agreement as to the Parties and may be used in lieu of the original for all purposes.
- (d) **Waivers.** Any term or condition in the Agreement may be waived in writing at any time by the Party to whom the benefit of such term or condition accrues. Neither the failure to exercise nor any delay by any Party in exercising any right, power or privilege under the Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.
- (e) **Successor and Assigns.** Neither the Agreement nor any rights, licenses or obligations thereunder may be assigned by Client without Workbox's prior written approval, which Workbox may grant or deny in its sole discretion. Any attempted assignment in violation of this [Section 7\(e\)](#) will be void and without effect. Workbox may assign the Agreement without notice to or consent of Client. In the event of any transfer of Workbox's interest in the event space, Workbox will automatically be relieved of any and all of its obligations under the Agreement accruing from and after the date of such transfer. Following any such transfer(s), all rights, obligations and interests of Workbox under the Agreement will apply to, inure to the benefit of, and be binding on any such successors and assigns of Workbox.
- (f) **Governing Law; Venue.** The Agreement shall be governed by the laws of the State of Illinois, without giving effect to any conflicts of laws principles that would result in the laws of any other jurisdiction governing the Agreement. Any claim between the Parties that cannot be resolved amicably by mutual agreement shall be finally settled by confidential and binding arbitration in accordance with the arbitration rules of JAMS then in force by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be Chicago, Illinois. In any action, suit or proceeding between Workbox and Client, including any appellate or alternative dispute resolution proceeding, to enforce rights under the Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party, in addition to any other relief awarded, all of its costs and expenses in connection therewith, including, but not limited to, reasonable attorneys' fees.
- (g) **Notices.** Unless otherwise expressly specified herein, all notices, requests, demands and other communications to be delivered hereunder shall be in writing and delivered in person, by nationally recognized overnight carrier, by registered or certified mail, return-receipt requested and postage prepaid, or by email to the following addresses:

If to Workbox: c/o Workbox Coworking Company, LLC
 220 N. Green Street
 Chicago, Illinois 60607
 Attn: notices@workboxcompany.com

If to Client: To the physical or email address provided by Client upon execution of the Agreement

Delivery of notices (other than notices by email) will be deemed effective as of the date of confirmed delivery or refusal of receipt. Delivery of notices by email will be deemed effective upon transmission.

- (h) **Jury Trial Waiver.** Each Party, to the fullest extent permitted by law, waives trial by jury in any action, proceeding or counterclaim brought by either Party against the other arising out of or related to the Agreement. To the fullest extent permitted by law, neither Party shall (i) seek a jury trial in any such action, proceeding or counterclaim, or (ii) seek to consolidate any such action, proceeding or counterclaim in which a jury trial has been waived with any other action, proceeding or counterclaim in which a jury trial cannot be or has not been waived.
- (i) **No Third-Party Beneficiaries.** Except for persons entitled to indemnification under the Agreement or whose liability is specifically limited pursuant to the terms of the Agreement, the Parties do not intend to confer any right or remedy thereunder on any third party.
- (j) **Force Majeure.** Neither Party shall be liable for or considered in default or breach of the Agreement on account of any delay or failure to perform as required by the Agreement (with the exception of Client's obligation to pay any sum due to Workbox thereunder, which obligation will remain unaffected by the provisions of this paragraph) caused by circumstances beyond such Party's reasonable control, including, but not limited to, (i) acts of God, (ii) war, including armed conflict, (iii) strikes or labor disputes, (iv) government regulation or public health measures, (v) terrorism or threats of terrorism, or (vi) curtailment of transportation services affecting a significant number of attendees, and that make the scheduled event commercially impracticable, illegal, or impossible. If, for reasons beyond Workbox's reasonable control that Workbox is unable to overcome by the exercise of reasonable diligence, the space reserved is not available for the event, Client agrees that Workbox may substitute space of appropriate size and comparable quality for the scheduled event.