

## RULES AND REGULATIONS

### TEMPORARY USE AGREEMENT 501 Second Street

User agrees to abide by all applicable laws and Manager's Rules and Regulations including, but not limited to, the following:

1. Designated Representative: A designated Tenant representative authorized to act on behalf of User must be in attendance at all times during the Event.
2. Reservations: Arrangements for Tenant Events must be made with the Management Office at least two weeks in advance, and approval is solely at the Landlord's discretion. Tenant must sign Manager's Temporary Use Agreement at least one week prior to the event.
3. Supervision: User shall, at all times, supervise its personnel and vendors, including placement of equipment to the extent that the Building's tenants and visitors shall have free, unobstructed access to and from the Building at all times.
4. Occupancy: The Terrace and Deck Area maximum capacity is 49 persons. The number of User's guests, vendors, employees or other personnel shall not exceed the maximum capacity at any time during the Event.
5. Limited Access: User is limited to use of the Terrace and shall not use any other area or premises in the Building without Manager's prior written approval.
6. Conduct: User shall ensure that its activities, guests, vendors or other personnel connected with this Event do not impact, disrupt, or disturb Manager's tenants, tenant's premises, visitors, common areas, or operation of the Building without prior written approval from Manager.
7. Building Access: All guests, vendors, or other personnel will enter the Terrace in accordance with the Building's access procedures.
8. Terrace and Deck Area Events:  
  
Hours: The Terrace and Deck Area are available for special events between the hours of 5:00 p.m. and 9:00 p.m., including set-up and break-down.
9. Security: Events taking place after regular business hours on the Terrace and Deck Area will require a security guard to be present at all times during the event including subsequent clean-up period.
10. Insurance: User and User's vendors shall provide Manager with evidence of insurance per the Building's requirements, including Liquor Liability, if applicable. It is the responsibility of the User to ensure that all insurance requirements are met and that evidence is received by Manager.
11. Alcoholic Beverages: With Manager's approval, alcoholic beverages may be served during adult events only. Evidence of Liquor Liability insurance in accordance with Manager's requirements must be provided. Alcohol is not permitted during youth events nor is it permitted outside the Event Area. All laws regarding use of alcoholic beverages apply.
12. Vendors: User must provide Manager with a list of its vendors for approval prior to the Event, and is responsible for communicating the Rules and Regulations to its vendors. User may be required to choose all or specified vendors from Manager's preferred vendor list.
13. Security: All security personnel will be provided by Manager. Any costs associated with this service will be charged to User.
14. City Permits: User, at its expense, is responsible for procuring any required licenses or permits from the City, County or other governmental authority.

15. Alterations: User shall not make any alterations to the Building or Terrace without prior written approval of Manager.
16. Decorations and Signs: Decorations are not permitted to be hung over railings or to be affixed on the building.
17. Confetti and Rice: No confetti, rice, birdseed, streamers or glitter may be used in or around the Building. Balloons are allowed in the Building, but are not permitted to be released outdoors.
18. Recyclable Products: User will comply with the Building's recycling program. No Styrofoam or foam products are allowed to be used in conjunction with the Event. Plastic products that are not recyclable are strongly discouraged.
19. Barbecuing and Open Flame Appliances: Barbecuing is not permitted. The use of propane, butane and other gas burning or open flame appliances and devices is prohibited. Use of Sterno® canned heat is not allowed in the Building.
20. Music: Amplified live music is not permitted. All music must be kept to a volume so that it does not travel beyond the Terrace and does not disturb adjacent tenants.
21. Restroom Usage: Use of the Building's restrooms is at Manager's discretion. Manager will designate restroom location(s).
22. Smoking: Smoking is not permitted anywhere in or around the Building, including restrooms and stairwells.
23. Animals: Animals are not allowed in the building. The only exceptions are Service Animals, in accordance with the Americans with Disabilities Act (ADA).

### **Building Services**

1. If additional electrical power or heating, ventilation and air conditioning, or other Building Services are required, the Building's property manager must be notified in writing at least ten (10) business days in advance of the Event. User understands that it may or may not be possible to provide additional services as requested, and that all costs of additional services will be billed to User as outlined in the Building Usage Fees and Service Rates included with this Agreement.
2. User's employees and vendors are not allowed in the Building's electrical rooms unless accompanied by a Building Engineer.

### **Delivery, Set-up & Take-Down**

1. All deliveries shall be made in advance and in accordance with Manager's moving and delivery procedures. Unauthorized deliveries may be refused entry.
2. All carts and rolling equipment must have rubber tires. Masonite or plywood must be placed on the floor if materials or equipment of excessive weight are rolled into the Building.
3. User may be asked to provide a delivery schedule and Event layout or plan indicating the location of tables, booths, stages, equipment, etc., as well as a list of vendors, arrival and departure times, materials being delivered, guest arrival and departure times, etc.
4. If a cocktail or refreshment bar is used, User or User's vendor will place protective rubber matting on the floor behind the bar area.
5. The Building's paths of travel must remain unobstructed at all times and will be maintained in accordance with applicable fire code. A minimum clearance of five feet must be maintained in front of the elevators at all times for disabled persons.
6. Storage of items on the Building's steps, in stairwells, or other unauthorized areas of the Building is prohibited.

7. Building Security will assist User should it be necessary for the Building's entry doors to be propped open for deliveries.
8. Nothing may be affixed to walls, floors, window coverings, ceiling or any other surface in the Building without Manager's written approval. Use of nails, staples, tape, or adhesive substances on any Building surface is prohibited.
9. No signage of any kind shall be posted in or on the Building without Manager's written approval.
10. All activities in connection with the Event, including set-up, breakdown, and removal of equipment, must be completed during the hours indicated in the Agreement unless prior written arrangements have been made with Manager.
11. Upon completion of Event, User shall vacate all personnel, remove equipment, and return the Event Area and the Building to its original condition prior to the Event.

**Clean-Up:**

1. User is responsible for all clean-up upon completion of the Event. The Event Area will be returned in a clean and good condition, and any additional clean-up required by Manager will be billed to User at the Building's janitorial contractor's rates.
2. Trash and garbage must be disposed of in trash containers and in accordance with the Building's recycling and composting programs. If additional trash or garbage containers are required, contact the Building's property management office.
3. Any clogged drains and toilets caused by the negligence of User or User's vendors, or otherwise resulting from the Event, however caused, will be the responsibility of User, and will be unclogged and otherwise repaired at User's expense.
4. Any spills should be cleaned up immediately.

**AGREED AND ACCEPTED:** The party signing below represents that they are authorized to sign on behalf of User, have read the Rules and Regulations above, and agree to comply with the conditions stated therein.

At Manager's discretion, violation of these Rules and Regulations may result in termination of the Event.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_