



## OfficeXpats Conference Room Rental Agreement

This Agreement establishes the policies, terms, and conditions between OfficeXpats LLC and RENTER to use meeting rooms located within Suite 240 at 403 Madison Avenue N., Bainbridge Island, WA 98110. RENTER is anyone who reserves a room using the room booking system at OfficeXpats.com.

### ABOUT THIS SPACE

OfficeXpats is located on the 2<sup>nd</sup> floor of a building that also contains restaurants, movie theaters, and other businesses. It is accessible by elevator from the first floor. The meeting rooms are part of a coworking (shared office) space, which is also co-located with a small (under 15 employees) software services company.

### EVENT DURATION

Reservations for a meeting room must include time needed for set up and take down of any equipment brought in, and for guests who arrive before or leave after the expected event time.

The room must be ready for the next RENTER at the end of the reserved event duration. Reservations for a conference room must include time needed for any food cleanup or for returning furniture to the standard setup.

For meetings that run over the reserved time, any additional time needed is allowed at the discretion of OfficeXpats and incurs additional fees.

### AVAILABLE ROOM TYPES

- OfficeXpats reserves the right to substitute a room of similar or larger size as needed.
- Please request changes to the default offering at least 24 hours before the rental start time.

#### **Event Room** (approximately 20'x20')

The default set up is boardroom style, with 8-10 chairs around 4 tables set together as one long table. This setup can be changed to classroom style with chairs around individual tables, or theater style, with chairs in rows and tables moved back against the walls.

The room also includes a wall-mount 65" monitor with standard cables (VGA/HDMI) for hookup to your computer for your presentation. Be sure to bring any adapters needed by your computer.

You may also request in advance a conference pod phone and phone line. Please contact us 48-hours in advance to arrange all special requests.

#### **Small Meeting Room** (approximately 10'x10')

Rooms include *at least* a 4'x2' table and 4 chairs. You may request more chairs or larger table space.

Rooms include a wall-mounted monitor for presentations with standard cables (VGA/HDMI) for hookup to your computer. Be sure to bring any adapters needed by your computer.

### AMENITIES

Internet access is available. Please check for the access code prior to your meeting.

Complimentary self-serve coffee/tea/water is available during business hours for meetings of up to 6 people. An in-room beverage service, or a per-person charge for more than 6 people, is available. Please contact us to arrange this service. Additional charges may apply.

## RESERVATION DEPOSIT AND FEES

All meeting room reservations require a valid credit card on file to hold the room.

For meetings that do *not* require a deposit, your card is needed to hold the room but it will not be charged until after your meeting ends. If you prefer to pay by cash or check, please contact us to complete payment before your meeting starts.

For meetings that exceed three (3) hours, we *may* request a deposit equal to 50% of the total rental fee. If a deposit is charged, RENTER may cancel the reserved event by notifying OfficeXpats five (5) days or more before the event date. In such an event, OfficeXpats shall refund to RENTER the full amount of the deposit fee. If the event is cancelled within five (5) days of the event date, OfficeXpats shall retain the full deposit.

For meetings that require a deposit, 100% of rental fees are due 24 hours prior to the day of the reserved rental. OfficeXpats will charge the balance due to the credit card on file. No refunds will be given for time not used.

## EQUIPMENT

- Equipment needs must be requested in advance and in writing at least two (2) days prior to the scheduled event.
- OfficeXpats provides a TV monitor, and as a convenience, provides an assortment of basic connectivity cables. RENTER is responsible for communicating the need for specific connectivity needs at the time of the reservation, or for bringing cables specific to the computers in use. OfficeXpats does not rent computers, and it is expected that RENTER brings all necessary equipment for connecting to the TV monitor.
- Assistance with non-OfficeXpats equipment is performed by technical or non-technical staff as available and offered at no charge to be helpful, but is not warranted or guaranteed. OfficeXpats will not be held responsible for any outcome of this assistance.
- On request, OfficeXpats provides access to a telephone line and use of a conference "pod" phone.

## HOSPITALITY

- The deck, which is accessible only through the Event room, is available at no additional charge to renters of that room. Note that the door locks automatically on closing and therefore should be propped open when in use.
- Food and beverages, including alcoholic beverages in accordance with the OfficeXpats Liquor License, are permissible when the appropriate cleaning deposit has been paid.
- For up to five total guests, OfficeXpats offers free self-serve coffee/tea/water and "honor system" sodas and snacks at a nominal cost.
- For events with over five guests, and/or on request, OfficeXpats offers an in-room water/coffee/tea/soda/snack service. Please ask for a per-person charge.
- Renting organizations must sign for delivery of their catering orders and are responsible for all set up and clean up. OfficeXpats will not place food orders without prior written agreement.
- OfficeXpats staff or "ambassadors" may choose to interrupt the event to deliver urgent telephone messages for individuals or groups using the conference room unless we are advised that there are to be no interruptions except emergencies relating to health or safety.

## HOUSEKEEPING

- After the completion of the Event, the RENTER shall leave the room in the same or similar condition as received. It is expected that unusual or accidental messes will be cleaned up by the RENTER, with assistance if requested and as available by OfficeXpats staff.

- As a convenience, a cleaning fee of \$25 may be charged to RENTER, in which case the responsibility for normal cleanup—including when food has been brought in—will be performed by OfficeXpats.
- RENTER shall be responsible for placing all tables, chairs, and other furniture as found, or as requested by OfficeXpats. Time to restore the condition of the room in excess of 5 minutes will be billed at the discretion of OfficeXpats at a rate of \$50.00 an hour.
- No open flames such as candles are permitted without prior written authorization
- Nothing may be affixed or mounted in any way to the walls of the conference room, except where tackable surfaces are provided—you are liable for damage to surfaces caused by affixing objects to unauthorized surfaces.
- The lobby or coworking areas are not to be considered a part of the conference room.
- Groups renting a conference room during the same time of another conference room meeting must not interfere with other groups' use by making excessive noise, blocking entrances, etc.

## DAMAGES

Beyond ordinary wear and tear, RENTER shall be responsible for any damage caused by RENTER's use of the space. RENTER shall arrange for the repair of any such damage. In the event if RENTER does not make any necessary repairs, OfficeXpats shall arrange for the same at RENTER's expense.

## INSURANCE

The parties agree to carry insurance in amounts sufficient to protect themselves against any claims arising from activities conducted in OfficeXpats conference rooms and to indemnify and defend each other as provided for in this Agreement. Upon request, each party shall provide a certificate evidencing such insurance to the other party.

## DISCLAIMERS

The Space shall be provided by the Owner as-is and Owner make no warranty regarding the suitability of the Space for RENTER's intended use.

Performance of this Agreement by either party is subject to acts of God, declared or undeclared war, government regulations, disaster, strikes, civil disorder curtailment of transportation facilities, or any other emergency making it inadvisable, illegal, or impossible to provide the facilities.

## INDEMNIFICATION

RENTER hereby indemnifies and holds harmless OfficeXpats from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by RENTER's use of the space, including any acts or omissions on the part of RENTER, its employees, officers, directors, independent contractors, or other agents. RENTER shall notify Owner within 24 hours of rental period of any damage or injury of which it has knowledge in, to, or near the space, regardless of the cause of such damage or injury.

## JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and any applicable federal laws. The venue of any action brought hereunder shall be in the Superior Court for Kitsap County.

## ENTIRE AGREEMENT

Upon making a reservation the RENTER accepts this Agreement, and the parties affirm that all arrangements outlined in this Agreement and Application are approved and confirmed.