

**BUILDING.CO FACILITY RENTAL AGREEMENT**

**THIS FACILITY RENTAL AGREEMENT** (the “Agreement”), is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between Building OPCO, LLC, a Florida limited liability company doing business as BUILDING.co (“BUILDING.co”) that operates a collaborative workspace and event facility located at 120 SW 8th Street in Miami, Florida 33130 (collectively, with all areas in, on, about or near such facility, including the parking lot located at the corner of SW 1st Court and SW 8th Street, Miami FL 33130, the “Facility”), and \_\_\_\_\_, a \_\_\_\_\_ with a principal place of business located at \_\_\_\_\_ (“Renter”). Each of BUILDING.co and Renter may be referred to hereafter as a “Party” and collectively they may be referred to as the “Parties”.

**WHEREAS**, Renter wishes to use all or a portion of the Facility for \_\_\_\_\_ (the “Event”);  
and

**WHEREAS**, BUILDING.co wishes to permit Renter to hold the Event in the portion of the Facility designated below subject to and in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and mutual covenants herein contained, the sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

**1. License.** BUILDING.co hereby grants to Renter a limited and revocable license (the “License”) to use the following portion of the Facility (the “Space”) on the Event Date during the Event Time (each as defined below) for the sole purpose of holding the Event:

*Event Name:* \_\_\_\_\_

*Event Description:* \_\_\_\_\_

\_\_\_\_\_

*Number of Attendees:* \_\_\_\_\_

**2. Event Date and Time.** The Event will be held on \_\_\_\_\_, 20\_\_ (the “Event Date”), between the hours of \_\_\_\_\_ and \_\_\_\_\_ (the “Event Time”). Set-up, load-in, load-out, and cleanup must be done during the Event Time. Renter shall not have access to the Space at any time other than during the Event Time on the Event Date, unless Renter receives prior written permission from BUILDING.co.

**3. Fees; Ancillary Services; Taxes.**

(a) License Fee. In consideration for the License, Renter shall pay to BUILDING.co a license fee of \$5,000 (the “License Fee”). Fifty percent (50%) of the License Fee is due and payable upon execution of this Agreement in order to reserve the Space for the Event Date and

Event Time (the “License Fee Deposit”). BUILDING.co will have no obligations under this Agreement and may terminate this Agreement upon notice to Renter until the License Fee Deposit is paid in full. The remainder of the License Fee is due in full by 5:00pm Eastern Time 30 days prior to the Event Date (the “Balance Due Date”). If Renter fails to pay the License Fee in full by the Balance Due Date, BUILDING.co may terminate this Agreement upon notice to Renter and permanently retain the License Fee Deposit.

(b) Ancillary Services. To the extent ancillary services are available for Renter to purchase from or through BUILDING.co in connection with the Event beyond basic use of the Space, they will be set forth and described in an Ancillary Services Appendix that will be attached hereto (the “Ancillary Services”) along with the corresponding fees charged by BUILDING.co for such Services (the “Ancillary Service Fees”). Renter shall pay all applicable Ancillary Service Fees when due in accordance with the Ancillary Services Appendix.

(c) Taxes. The License Fee and all Ancillary Service Fees are exclusive of all applicable taxes. Renter is fully responsible for (i) determining whether any sales, use, excise, consumption, rent, occupancy and/or any other taxes or fees are assessed by any governmental authority on Renter’s use of the Space and/or any Ancillary Services (collectively, “Taxes”), (ii) promptly paying all Taxes (and, upon request, providing BUILDING.co with evidence of such payment), and (iii) promptly reimbursing BUILDING.co for any Taxes that BUILDING.co may pay on Renter’s behalf (to the extent not collected from Renter prior to remittance).

## **5. Security Deposit; Insurance.**

(a) Security Deposit. In addition to the License Fee and Ancillary Service Fees, Renter shall pay BUILDING.co a security deposit in the amount of \$1,000 by the Balance Due Date as security for Renter’s full compliance with this Agreement (the “Security Deposit”). If Renter fails to pay the Security Deposit in full by the Balance Due Date, BUILDING.co may terminate this Agreement upon notice to Renter and permanently retain the License Fee Deposit. Provided Renter has satisfied all of its obligations under and is not otherwise in breach of this Agreement, BUILDING.co will refund the Security Deposit to Renter within ten (10) business days of the Event Date. BUILDING.co reserves the right for its own convenience to conduct a walkthrough of the Facility with or without Renter being present after the Event has concluded in order to review the condition of the Facility, provided that neither the conduct of such a walkthrough (including the results thereof) nor the failure to conduct such a walkthrough will relieve Renter of its obligations hereunder or constitute a waiver of any claim BUILDING.co may have against Renter. In addition to all other remedies set forth herein and/or otherwise available at law or in equity, BUILDING.co reserves the right to deduct any and all Facility Damages and Indemnifiable Damages (each as defined below) from the Security Deposit. While in BUILDING.co’s possession, the Security Deposit will not accrue interest for the benefit of Renter and may or may not be comingled with other BUILDING.co funds.

(b) Insurance. No later than thirty (30) days prior to the Event Date, Renter shall obtain and thereafter maintain at its sole cost and expense through the day following the Event Date one or more insurance policies insuring BUILDING.co and its parents, subsidiaries, and affiliates, the owner of the building and land in which the Facility is located (the “Building Owner”), and

all of their respective past, present and future owners, officers, directors, managers, employees, agents, contractors, representatives, successors and assigns (collectively, the “BUILDING Parties”) against all bodily injury, property damage, personal injury and other loss arising out of Renter’s and/or any Renter Party’s use of or presence in, on, about or near the Facility, which insurance must at a minimum include the following coverages, each in the amount of not less than \$1,000,000 per occurrence combined single limit, and \$2,000,000 general aggregate (unless otherwise stated): (i) commercial general liability insurance, including coverage for contractual liability, the use of independent contractors, products and completed operations; (ii) workers compensation insurance for all Renter personnel in amounts required by Law; (iii) employers liability insurance covering all Renter personnel with limits of not less than \$1,000,000 bodily injury by disease (per employee and policy limit) or accident (per accident); and (iv) if alcohol will be served at the Event, host liquor liability insurance (which must be displayed at the Event) in an amount of at least \$5,000,000 per occurrence. Renter shall submit to BUILDING.co a standard "Accord" insurance certificate (or comparable form acceptable to BUILDING.co) signed by an authorized representative of each insurance carrier, certifying that the insurance coverages required above are in effect for the purposes of this Agreement. Each such certificate must certify that no material alteration, moderation or termination of such coverage will be effective without at least fifteen (15) days’ advance written notice to BUILDING.co and name BUILDING.co as an additional insured (or loss payee in the case of all risk property insurance). The insurance required above will be considered primary and not excess or contributing with any other applicable insurance. THE REQUIRED MINIMUM COVERAGES SET FORTH ABOVE WILL NOT IN ANY WAY RESTRICT OR DIMINISH RENTER’S LIABILITY UNDER THIS AGREEMENT. Any failure to comply with the terms of this Section will be deemed a material breach of this Agreement.

**6. Termination and Event Cancellation.** Either Party may terminate this Agreement upon written notice to the other Party at any time prior to 60 days before the Event Date, in which case Renter will receive a full refund of the License Fee Deposit. Renter may terminate this Agreement upon written notice to BUILDING.co between 30 days before the Event Date and the Balance Due Date, in which case Renter will forfeit the License Fee Deposit. Renter may not terminate this Agreement after the Balance Due Date. If Renter cancels the Event after the Balance Due Date, Renter will forfeit all amounts previously paid to BUILDING.co and shall pay BUILDING.co any unpaid portion of the License Fee. The License will terminate automatically upon any cancellation or termination of the Event or this Agreement by either Party for any reason.

**7. Condition of Facility.** To the extent applicable, any customized specifications for the Space agreed to by the Parties will be set forth in the space provided below (“Specifications”). Otherwise, the Space will be provided as-is, and BUILDING.co makes no warranty to Renter regarding the suitability of the Space or the Facility in general for the Event. Renter represents and warrants that BUILDING.co has afforded Renter the opportunity to see the Space and the Facility prior to entering into this Agreement and that Renter either has visually confirmed that the Space and the Facility meet its needs or has made an informed decision not to do so. Renter shall leave the Space and the Facility in the same or similar condition as it was in prior to the start of the Event. In addition to and without limiting the generality of its obligations under Section 9 below, Renter will be responsible for all damage to the Space and/or other areas of or

around the Facility caused by Renter and/or its owners, officers, directors, managers, members, personnel, employees, agents, contractors, suppliers, vendors, service providers, representatives, guests, invitees, and Event sponsors (collectively, “Renter Parties”) beyond ordinary wear and tear (“Facility Damages”). To the extent Renter fails to satisfactorily arrange and pay for all repairs required to remedy all Damages, BUILDING.co may arrange and pay for the same at Renter’s sole cost and expense. Renter shall reimburse BUILDING.co for all such repairs within ten (10) days of receipt of BUILDING.co’s written request for reimbursement. Reimbursements will be charged at cost for materials and contracted labor. Reimbursements for labor conducted by Building.co maintenance or cleaning staff will be charged at a rate of \$75 per each half-day of labor per staff member.

Specifications (if applicable):

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**8. Reservation of Rights.** BUILDING.co reserves the right, at all times to: (a) enter the Space for any reason in its sole discretion, including during the Event, and to take all measures it may deem necessary or appropriate to avoid, mitigate, or remedy any damage, loss, injury, or other harm to the Facility, and/or any person or property in, on, about or near the Facility, (b) restrict, terminate or suspend the access of any person to any area(s) of the Space or the Facility, with or without notice, for any reason, (c) except to the extent the same would be inconsistent with any applicable Specifications, temporarily or permanently alter, improve, repair, replace, redecorate, remove, relocate and/or make any other changes to any area(s) or aspect of the Space or the Facility, and/or any furniture, equipment, supplies and/or inventory located therein, (d) modify, substitute, and/or supplement any Ancillary Services at any time and from time to time without notice provided such changes do not materially and negatively impact Renter or the Event, (e) provide one, some or all of the Ancillary Services directly or through one or more affiliates and/or independent third parties, and (f) monitor and/or record various areas of the Space and the Facility via video camera.

**9. Indemnification.** In addition to and without limiting the generality of its obligations under Section 7 above, Renter shall indemnify, defend and hold harmless BUILDING.co and all other BUILDING.co Parties from and against all damages, liabilities, personal injury, property damage, actions, penalties, fines, suits, claims, costs, and expenses of any kind or nature (including reasonable attorneys’ fees and costs, including costs on appeal) arising out of or in any way relating to (a) the Event, (b) Renter’s conduct of its business, (c) Renter’s use of the Space, (d) the acts or omissions of Renter and/or its Renter Parties, and/or (e) Renter’s breach of this Agreement (collectively, “Indemnifiable Damages”), in each case except to the extent caused by the gross negligence of any BUILDING.co Party. Renter shall notify BUILDING.co immediately of any Indemnifiable Damages or of any other damages or injury to persons or property in, on, about or near the Facility of which it becomes aware, regardless of the cause.

**10. Disclaimer of Warranties.** THE SPACE, THE FACILITY, AND ALL ANCILLARY SERVICES ARE PROVIDED BY BUILDING.CO ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BUILDING.CO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND RELATING TO THE SPACE, THE FACILITY, AND/OR THE ANCILLARY SERVICES, WHETHER EXPRESS, IMPLIED AND/OR STATUTORY, INCLUDING, BUT NOT LIMITED TO (A) WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND (B) ANY WARRANTY THAT ANY ONE OR MORE ANCILLARY SERVICES, THE SPACE, OR THE FACILITY WILL MEET RENTER’S REQUIREMENTS, OR THAT ACCESS TO AND USE OF ANY OF THE SAME WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. NO ADVICE OR INFORMATION, WHETHER ORAL, WRITTEN OR ELECTRONIC, OBTAINED BY RENTER FROM BUILDING.CO AND/OR FROM ANY OF ITS THIRD PARTY SUPPLIERS WILL CREATE ANY WARRANTY REGARDING ANY ANCILLARY SERVICE, THE SPACE, THE FACILITY, AND/OR THIS AGREEMENT. RENTER, ON BEHALF OF ITSELF AND ITS RENTER PARTIES, AGREES TO BEAR THE ENTIRE RISK OF BEING IN, ON, ABOUT OR NEAR THE FACILITY AND/OR USING ANY ANCILLARY SERVICES.

**11. Limitation of Liability and Remedies.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BUILDING.CO OR ANY OTHER BUILDING.CO PARTY JOINTLY OR INDIVIDUALLY, BE LIABLE TO RENTER OR ITS RENTER PARTIES (A) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR SIMILAR DAMAGES WHATSOEVER OR FOR ANY LOST PROFITS, INFORMATION OR DATA, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER), OR (B) WITH RESPECT TO ANY DAMAGES NOT ENTIRELY EXCLUDED IN CLAUSE (A) ABOVE, IN EXCESS OF THE SUM OF ALL LICENSE FEES, ANCILLARY SERVICE FEES AND SECURITY DEPOSIT ACTUALLY PAID BY RENTER HEREUNDER. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS APPLY EVEN IN THE EVENT OF BUILDING.CO’S FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY, EVEN IF BUILDING.CO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

**12. Permitted Use.** Renter is authorized pursuant to the License to use the Space to hold the Event, and for no other purpose. Renter may not use the Space in any manner that may (a) render any insurance policy relating to the Facility and/or any persons or property located in, on, about or near the Facility (whether in the name of BUILDING.co, the Building Owner or otherwise) void, (b) result in increased insurance premiums for any such insurance, or (c) otherwise negatively affect coverage under any such insurance.

**13. Compliance with Event Rules and Guidelines, and Laws.** At all times Renter shall comply and shall ensure that all of its Renter Parties comply with the Event Rules and Guidelines

attached hereto as Exhibit A (the “Event Guidelines”). Event Guidelines are subject to change from time to time by BUILDING.co upon notice to Renter, which notice may be sent via electronic mail to any email address used by Renter personnel to communicate with BUILDING.co regarding the Event. Renter shall obtain and maintain all necessary permits, licenses, and/or other forms of permission that may be necessary to use the Space for the Event in a lawful manner. Renter may not use the Space in any manner that would violate, and at all times shall comply and ensure that all of its Renter Parties comply with, all applicable federal, state and local laws, rules, regulations, ordinances, judgments and decrees (collectively, “Laws”).

**14. Force Majeure.** Notwithstanding anything to the contrary contained herein, BUILDING.co will not be responsible for a failure to provide the Space or otherwise perform its obligations hereunder or be liable hereunder for any losses, damages, costs or expenses or other direct or indirect impact to or on Renter, any Renter Party or the Event to the extent resulting from events beyond its reasonable control, including the following (each, a “Force Majeure Event”): acts of God; war; terrorism; civil commotion/riot; fire, flood or other casualty; shortages of transportation, fuel/energy, labor, materials or equipment; inclement weather; and actions or Laws of federal, state or local governments, authorities or the military. In the event BUILDING.co is unable to make the Space available to Renter for the Event on the Event Date during the Event Time due to the preparation for, or occurrence or aftermath of a Force Majeure event, and provided the Facility remains suitable for the Event following conclusion of the same, Renter may choose an alternate date and time to hold the Event (respectively, the “Alternate Event Date” and “Alternate Event Time”), at no extra charge to Renter. If Renter selects an Alternate Event Date and Alternate Event Time that are reasonably acceptable to BUILDING.co, then the Alternate Event Date and the Alternate Event Time will shall replace the Event Date and Event Time for all purposes of this Agreement, and all other obligations, rights, duties and privileges as set forth in this Agreement will remain binding on the Parties. If Renter and BUILDING.co cannot agree upon an Alternate Event Date and Alternate Event Time within 30 days of the original Event Date, then as Renter’s sole and exclusive remedy, BUILDING.co will refund to Renter the full amount of the License Fee previously paid by Renter. In no event will BUILDING.co be liable for any additional costs or damages (direct or indirect) suffered by Renter arising out of a rescheduling or cancellation of the Event pursuant to this Section 14. BUILDING.co also reserves the right during the Event to evacuate any and all persons from the Facility, mandate taking shelter, stop some or all food and/or beverage service, adjust or terminate Entertainment, and/or cancel the Event entirely due to a pending, threatened or occurring Force Majeure Event or due to the aftermath thereof, in which case no refund will be provided to Renter.

**15. Subordination.** THIS AGREEMENT IS SUBJECT AND SUBORDINATE TO BUILDING.CO’S LEASE WITH THE BUILDING OWNER AND TO ANY OTHER AGREEMENTS TO WHICH SUCH LEASE MAY BE SUBJECT OR SUBORDINATE.

**16. General.**

(a) Assignment. Renter may not assign or transfer this Agreement or assign, transfer or delegate its rights or obligations hereunder without the prior written consent of BUILDING.co.

BUILDING.co may assign or transfer this Agreement or delegate its rights and/or obligations hereunder to any person or entity that acquires the Facility, BUILDING.co's business, or the right to control the Space, and/or that is responsible for managing events held at the Facility.

(b) Governing Law; Jurisdiction. This Agreement will be construed and enforced in accordance with, and governed in all respects by, the laws of the State of Florida, without regard to the conflict of laws principles of such jurisdiction. All disputes, claims and/or controversies in any way relating to or arising out of this Agreement, the Event, the Space, and/or the Facility must be brought and heard exclusively (a) for those brought by Renter, in the state or Federal courts located in Miami, Florida, and (b) for those brought by BUILDING.co in the state or Federal courts located in Miami, Florida or in any jurisdiction in which Renter resides, is organized or incorporated, and/or conducts business. The Parties hereby irrevocably consent to the personal and subject matter jurisdiction of such courts and waive any claim that any such court represents an inconvenient or otherwise inappropriate venue or forum.

(c) Counterparts. This Agreement may be executed in two or more counterparts, by signatures transmitted by facsimile or other electronic means, each of which will constitute an original and all of which, when taken together, will constitute one and the same agreement.

(d) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is found to be invalid or unenforceable, the remainder of this Agreement will be unaffected thereby and each remaining term or provision of this Agreement will be valid and enforced to the fullest extent permitted by law. In addition, the portion held to be invalid will be deemed modified to the least extent possible so that it becomes valid and enforceable in a manner as closely matching the original intent of the Parties as possible.

(e) Waiver. No failure or delay of either Party to exercise any right or remedy under this Agreement will operate as a waiver thereof; and no single or partial exercise or waiver of any such right or remedy will preclude any other or further exercise thereof or of any other right or remedy. Neither Party will be deemed to have waived any claim arising out of this Agreement, or any right or remedy under this Agreement, unless the waiver of such claim, right or remedy is expressly set forth in a written instrument duly executed and delivered by such Party; and any such waiver will not be applicable or have any effect except in the specific instance in which it is given.

(f) Notices. Any notice or other communication required or permitted to be delivered to a Party under or with respect to this Agreement must be in writing and delivered by hand, by registered or certified mail postage prepaid with return receipt, or by nationally recognized courier or express delivery service with tracking capability to the following respective addresses:

If to BUILDING.co:

Building OPCO, LLC  
120 SW 8th Street  
Miami, FL 33130  
Attention: Legal Department

If to Renter:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Such notices will be deemed properly delivered, given and received when delivered or refused (as confirmed by the return receipt or carrier tracking information if notice was effected by either mail or courier).

(g) Construction. The descriptive headings used in this Agreement are inserted for convenience of reference only and will not affect the interpretation of the Agreement. Throughout this Agreement, (i) words in the singular include the plural and in the plural include the singular, (ii) any obligation not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done, and (iii) all uses of the terms “including”, “include” or other variations thereof mean “without limitation” even though only some such uses may expressly state “without limitation”.

(h) Survival. Any provision of this Agreement that imposes or contemplates continuing obligations, including, without limitation, those set forth in Sections 7 (Condition of Facility) and 9 (Indemnification), will survive any expiration or termination of this Agreement.

(i) Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements, representations and understandings between the Parties, whether oral, written or electronic. Each Party acknowledges and agrees that it has not relied on any statement, representation and/or warranty that is not expressly set forth in this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the Effective Date.

\_\_\_\_\_ :

**BUILDING OPCO, LLC:**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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



## **EXHIBIT A EVENT RULES AND GUIDELINES**

### **VENDORS**

All suppliers, contractors and vendors used by Renter for the Event, including, without limitation, event coordinators, caterers, bar services, florists, and entertainment providers (collectively, “Vendors”) must be pre-approved by BUILDING.co and provide BUILDING.co all license and insurance documentation required by BUILDING.co prior to commencing work on the Event. The insurance requirements set forth in Section 5(b) of the Agreement apply to each Vendor unless such Vendor and all of its personnel are expressly covered in Renter’s policy. Unless covered in an Ancillary Service provided by BUILDING.co, all food and prepared beverages must be professionally catered by an approved and licensed catering Vendor. No self-catering is permitted.

### **LOAD-IN/LOAD-OUT**

BUILDING.co is not responsible for checking in or handling any items brought into the Facility by or on behalf of Renter, including by any Vendor. All external items must be checked in and signed for by an authorized representative of Renter. All excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by Renter or the applicable Vendor.

### **SITE DECORATION**

Only BUILDING.co personnel may rearrange or move any of the Facility’s furnishings, accessories or equipment. No tape, glue, nails, screws, staples or penetrating items are to be used on any walls or floors of the Facility. No glitter, bird seed, confetti, rice, “silly string” (or the like), or flower petals (natural or synthetic) is allowed at the Facility. No candles or open flames may be used in or on the Facility (including on the outdoor terrace) without BUILDING.co’s prior approval.

### **CONDUCT**

There is absolutely no (a) drug use, (b) smoking of any kind, (c) consumption of alcoholic beverages by anyone under the age of 21, (d) violence or other disorderly conduct, (e) hateful, racist, discriminatory and/or other disparaging remarks or conduct, or (f) any other violation of applicable Law permitted in, on, about or near the Facility. Unless otherwise approved in writing by BUILDING.co, no animals other than service animals required for persons with disabilities are permitted at the Facility. Any such conduct will be cause for immediate expulsion from the Facility and, in BUILDING.co’s sole discretion, termination of the Event. In all such cases, NO refund of any amounts paid by Renter will be provided.

### **ALCOHOL**

Per Florida Statute 562.14, no alcoholic beverages (including gelatin shots or the like) may be sold or served after midnight unless a specific license to do so has been obtained and provided to BUILDING.co at least thirty (30) days prior to the Event Date and such special license is displayed at the Event at all times. Renter is solely responsible for monitoring alcoholic consumption of all Renter Parties and for preventing further alcoholic consumption by any person that is intoxicated and for ensuring that all personnel serving or otherwise responsible for

alcoholic beverages at the Event are aware of these Event Guidelines and of all Laws regarding the serving, selling, possession and/or consumption of alcoholic beverages.

### **LIVE MUSIC/DJs/NOISE**

As the Facility is located near residential dwellings, noise regulations may apply. BUILDING.co has full and absolute discretion over the volume of any entertainment, music, movies, or other audio content (live or recorded) occurring or played in, on, or about the Facility (collectively, “Entertainment”) and reserves the right to adjust or terminate any of the same at any time. All loud Entertainment must end by 11 pm during weeknights (Monday through Thursday and Sundays) and by midnight on weekends (Friday and Saturday). Renter represents and warrants that it has read, understands and agrees to be bound by the following Miami-Dade County Noise Ordinance and will be fully liable for any violation thereof by Renter and/or any Renter Party:

*It shall be unlawful for any person to make, continue, or cause to be made or continued any unreasonably loud, excessive, unnecessary or unusual noise. The following acts, among others, are declared to be unreasonably loud, excessive, unnecessary or unusual noises in violation of this section, but this enumeration shall not be deemed to be exclusive, namely: The using, operating, or permitting to be played, used or operated any radio receiving set, television set, musical instrument, phonograph, or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants, or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners thereto. The operation of any such set, instrument, phonograph, machine or device between the hours of 11:00 p.m. and 7:00 am in such manner as to be plainly audible at a distance of one hundred (100) feet from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this section.*

### **CLEANING, TRASH AND EQUIPMENT REMOVAL**

All kitchen areas located in the Facility are to be used only for final food and beverage presentation, plating/pouring and bussing, and not for preparation of any food or beverage. Please note that BUILDING.co does not provide dishes, glassware, pots, pans, knives or utensils. BUILDING.co encourages Renter to consider green, sustainable, ecologically friendly cleaning products and to minimize waste. All trash, including sorted recyclables and properly sorted compostable, must be collected, properly bagged and removed by Renter or a Vendor and disposed by the Facility parking lot main landfill (green) dumpster, or the Facility’s blue (98 gallon) recyclable containers. Any décor/personal/rental items left at the Facility must be taken by Renter at the end of the Event. No items may be left at the Facility overnight.

### **LOST AND FOUND**

BUILDING.co is not responsible for personal effects or possessions left in, on or about the Facility during or after any event. To the extent BUILDING.co maintains a lost and found, it will afford Renter reasonable access to the same in order to retrieve any lost items for a reasonable period in BUILDING.co’s sole discretion following the Event. BUILDING.co will endeavor to return any recovered items known to belong to Renter or any Renter Party that BUILDING.co personnel may find.

**SECURITY**

BUILDING.co reserves the right to require reasonable security at the Event in its sole discretion, in which case Renter will be responsible for arranging such security and paying all costs associated therewith. In any case, Renter is solely responsible for all aspects of security and supervision of persons and property during the Event and BUILDING.co's failure to require specific security measures in no way will relieve Renter of such responsibility or any liability associated therewith.

**PAYMENT**

BUILDING.co accepts payment in the form of check, money order or credit card. Checks and money orders (including for the Security Deposit) must be made payable to "Building OPCO, LLC". If paying via check or money order, Renter must include the Event name, Event Date, and, if applicable "Security Deposit", on the memo line and remit the same to BUILDING.co at least two to three (2-3) business days prior to the relevant payment due date to account for processing time. If paying via credit card, Renter must complete, sign and submit the credit card authorization form attached hereto.

**CREDIT CARD AUTHORIZATION FORM**

I hereby authorize BUILDING OPCO LLC (“BUILDING.co”) to charge the credit card below in the amount of \$ \_\_\_\_\_ as payment for all charges pertaining to the following event to be held at BUILDING.co’s facility located at 120 SW 8th Street in Miami, Florida 33130.

Event Name: \_\_\_\_\_

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

Credit Card Type (check one):

VISA \_\_\_\_\_ MasterCard \_\_\_\_\_ Amex \_\_\_\_\_ Discover \_\_\_\_\_

Name on Card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ (DD/YY)

CVV2 Number: \_\_\_\_\_ (3 digits in back or if Amex 4 digits in front)

Billing Address:

Street: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Billing Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

I hereby certify that I am authorized to charge the above credit card the amount set forth above:

By: \_\_\_\_\_

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

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

**ANCILLARY SERVICES APPENDIX**

*[Attach only if applicable]*