Grand Chute, LLC ("Owner") agrees to your use of the Facilities for the purpose and periods described above, on the following terms and conditions:

- 1. Renter's use of the Facilities will be limited to the Purpose and Times described above. The term "Facilities" shall mean the conference room (Suite 900) located in the lower level of 47 Park Place, Appleton Wisconsin (the "Building") lower level, which is located in the development known as Park Place.2. No representations are made by Owner or are to be implied as to the condition of the Facilities or fitness of the Facilities for Renter's purpose or of any other facilities, materials or equipment which may be furnished by Owner. Renter accepts the Facilities in an "as is" condition and agrees that Owner shall have no responsibility for the condition of the Building or the Facilities. Renter's entry upon the Owner's premises and the Facilities and Renter's use of the Facilities, and any other facilities, materials or equipment furnished by Owner shall be solely at Renter's risk.
- 2. Renter shall indemnify, defend, and hold harmless, Owner and its respective members, affiliates, officers, employees, property managers and agents (collectively, "<u>Owner's Parties</u>"), and each of them and their affiliates, from and against all loss, liability, claims and demands on account of injury to persons, including death resulting therefrom, and loss of or damage to property arising out of or occurring in connection with Renter's use of the Facilities, including but not limited to any claims of third parties including claims of Renter's guests, participants, employees, agents, contractors, invitees, licensees and any other individuals or entities coming upon the facilities by any reason associated with Renter's event or usage (Renter's Participants). Renter will at its own expense defend any and all actions, claims, or suits whatsoever brought against any of the Owner's Parties and shall pay all attorney's fees and all other expenses incurred by the Owner's Parties, and promptly discharge any judgments arising therefrom.
- 3. Owner shall have no responsibility for damage to or loss of any property that Renter or Renter's Participants may bring into the Facilities. Any such property shall be removed by Renter from the Facilities prior to the Termination Time as defined herein. Any personal property or miscellaneous items remaining in or about the Facilities after the Termination Time will be deemed abandoned and Owner shall have the right to dispose of same.
- 4. Renter shall comply with all applicable governmental rules and regulations and such other rules and regulations which Owner may prescribe for the safety, comfort, or convenience of persons occupying or visiting the Owner's Premises and the Facilities, and the protection of the Building and property located therein. Renter shall not engage in any use or activities which will create a risk of fire, personal injury, or damage to the Facilities or Building and any personal property owned or possessed by Owner. Renter shall not engage in any illegal activities in or about the Facilities and shall not allow others to do so. Renter shall not allow the presence, use, or consumption of alcoholic beverages in or about the Facilities, Building, or the Park Place development. At no time shall the number of persons occupying the Facilities pursuant to this Agreement exceed 60.
- 5. Renter shall not interfere with the ingress and egress of tenants of the Building or their invitees or the use by tenants of their premises or the common facilities of the Building. Renter shall not allow any activity which creates an unreasonable amount of noise or which disturbs the occupants of the Building or the Park Place development.
- 6. The permission herein granted shall in any event be deemed terminated as of the Termination Time. The Termination Time shall mean the "lights out time". As of the Termination Time, all

Renter's Participants and all associated property must be removed from the Facilities and the Facilities must be in the condition required by this Agreement.

- 7. Owner reserves the right to give a 30-day notice to terminate this agreement.
- 8. Upon completion of Renter's use, the Facilities shall be left in the same clean condition in which they were delivered. Renter shall promptly notify Owner of any damage caused by Renter's use, reasonable wear and tear excepted. Electrical service shall be provided. Renter agrees that upon arrival to the Facilities on the day of Renter's usage, Renter shall thoroughly inspect the Facilities and immediately notify Owner of any unclean, damaged, or unsafe conditions. Owner is not supplying any property, equipment, or services other than those specifically identified in "Addendum A Included Services and Equipment" which is incorporated into this Agreement by reference.
- 9. At all times during the use of the Facilities by Renter and Renter's Participants, Renter shall have in place insurance coverage as set forth below and provide Owner with proof of coverage prior to any use by Renter.
 - a. Commercial General Liability insurance with limits of not less than \$2,000,000 per occurrence and \$3,000,000 aggregate, including personal injury, bodily injury, broad form property damage, and covering all other risks arising out of Renter's use of the Facilities. Note: See provision above regarding alcohol.
- 10. For use of the Facilities, Renter agrees to pay the sum of <u>______</u> Rental Fee_____ plus a Security Deposit of \$100 upon signature of this Agreement. A \$40 Cleaning Fee will be deducted from your security deposit after room rental is complete.
- 11. Guaranty. If Renter is a legal entity, the individual signing this Agreement on behalf of Renter shall be personally responsible for all of Renter's obligations set forth in this Agreement unless Owner has been presented with the personal guarantee of another individual that is acceptable to Owner.
- 12. Renter may not assign this Agreement or sublet any portion of the Facilities.
- 13. The effective date of this Agreement shall be the date that is signed by an authorized representative of Owner.