

From: [Alison Chastain](#)
To: [Aurora Ellison](#); [Joshua Binda](#)
Subject: THE 101 | Congratulations!!!
Date: Monday, January 30, 2023 11:03:32 AM

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Congratulations Aurora and Josh!

You have officially secured *THE* coolest venue in Seattle. At least, we think so.

Client Concierge

Now that you have THE 101 for your venue, I'd like to take a few moments and explain to you what's going to happen next. First, let me e-introduce myself. My name is Alison and I'll be your personal Client Concierge. Basically, I'm your main point of contact from now until the end of your event. Just some of the things I'll be helping with:

- Answer just about any question that might come up about THE 101
- Assist in making sure your vendors meet THE 101's requirements
- Attend Walkthrough Wednesdays to assist with any planning questions
- Schedule the Event Manager and Event Day Support for your event on 2/26/2023

When you catch your breath, I would love to schedule a Venue Intro Meeting with you to provide you with some critical planning information, get some event details and talk more about how THE 101 can be the best venue for your celebration. We should plan on meeting within 1 month to ensure no key details are missed. Here is a [link to my calendar](#) so that you can find a time that works for you.

Walkthrough Wednesdays (WtW)

Wednesdays are soon to be your favorite day of the week. We open up THE 101 from 2:00 pm until 8:00 pm every Wednesday there is not an event. This means you can bring anyone you'd like to help plan your event. But please make sure you check our Instagram Stories to ensure we don't have another event that day and have had to cancel WTW!

Client Resources

As you begin your planning, please read through our [Welcome Packet](#), as it has a ton of information ranging from details regarding our in-house rentals, to the additional services we provide such as our photo-booth, and so much more.

Check out our [in-house decor and rental items](#) and avoid delivery fees from an outside vendor! We have some great items that will really enhance your event design!

Selecting Your Vendors

By now you have probably thought about vendors and how they will play a part in your special day. You can use anyone of your choosing or select from our list of [EPIC Vendors](#). The only requirement is that everyone is insured, and you choose a Beverage partner from one of our Epic Vendors. Regardless of whom you choose, there are a few rules they must abide by; please review your contract and the information provided in the Welcome Packet for more information.

Event Planning

Feeling overwhelmed by this email and not sure what to do next or just want a some support through the process so that you can enjoy the experience that much more? Let us help!

With experience of planning and hosting hundreds and hundreds of events nationwide, we take pride in creating an experience that you will treasure. Planning begins with you — your style and your needs. Save time, money, savor the process, and most importantly, enjoy the day of your event. We'll work with you to help your vision come to life, stress-free.

We offer three packages to choose from — Month-of Coordination, Partial Planning & Design, and Full Service Planning & Design, as well as additional a la carte services to best meet your needs. I'd love to walk you through the differences in the packages to help you determine which is the best fit for you.

[828 Event Planning Brochure](#)

Whew! Now, we'll just hang out until we get your calendar invite for our Venue Intro Meeting! Please let me know if you have any questions!

*PS: If you haven't heard about our referral program yet, let me be the first to share! If you think THE 101 might be a good fit for someone you know, we'll give **you** a **\$150 Visa gift card** when your referral books! The referral is applicable at **any of our venues across the nation**, and for any kind of event – weddings, galas, meetings, mitzvahs, celebrations, etc. Thanks in advance for spreading the word!*

Thanks!

Alison

achastain@828venues.com

THE 101

Venue Space Rental Contract between:

Josh Binda

Aurora Ellison

Hereby collectively known as 'Client'.

AND

101 S. Jackson LLC

d/b/a **THE 101**

101 S Jackson St, Seattle, WA 98104

Hereby known as 'Venue'.

Event Information

The propose date of your event is: Sunday, February 26th, 2023

From 3PM on 2/26/2023 until 9PM on 2/26/2023.

Space Rental - 6hr

Item	Price	Quantity	Subtotal	Tax
Space Rental	\$2,250.00	× 1	\$2,250.00	✓
Additional Security	\$180.00	× 1	\$180.00	✓
Booking Discount	\$-450.00	× 1	\$-450.00	✓
			Subtotal:	1,980.00
			1.5% Business & Occupation Tax:	29.70
			Total:	\$2,009.70

\$2,009.70 upon booking

Thank you for selecting THE 101 as the location for your upcoming event, as described within, to be held in the Venue's rental space at the address listed above (the "Space") on the Event Date described within. Please review, sign and return

this agreement, which contains our mutual understanding of the conditions and services to be provided for your event (the "Agreement"), to our offices along with any fees or payments due in order to secure the Event Date and the Space.

Please note that the Event Date and Space will not be reserved until we receive this signed Agreement along with the appropriate payment as outlined below. For the purposes of this Agreement, Event timing as outlined refers to the start and end time of the Client's access to the Venue Space, and not the start time and end time of the Client's event.

This Agreement sometimes refers to the Client using terms like "you" and "your" and sometimes refers to the Venue using terms like "we" "us" and "our". Client's guests at the Event are sometimes referred to in this Agreement as "guests," "attendees," and "invitees." In order to provide you with all of the services we can, we may use personnel associated with our parent company, 828 Venue Management Company LLC ("Affiliate"), to assist with the event. Any Affiliate personnel providing services to you under this Agreement are acting as agents of the Venue and not for Affiliate.

DESCRIPTION OF CLIENT AND EVENT DETAILS

Below are some of the specific details for your proposed event:

CLIENT CONTACT: Josh Binda

CLIENT ADDRESS:

CLIENT PHONE: +1 (425) 232-8945

CLIENT EMAIL: jbinda@lynnwoodwa.gov

NAME OF EVENT: Aurora Ellison and Josh Binda's The 101 | Corporate on Sunday, February 26th, 2023 (the "Event")

EVENT DATE(S) AND TIMES: From 3PM on 2/26/2023 until 9PM on 2/26/2023 (the "Event Date")

EVENT START TIME: 3PM on 2/26/2023 ("Start Time")

EVENT END TIME: 9PM on 2/26/2023 ("End Time")

VENUE MANAGER: Emily Davies (the "Venue Manager")

VENUE MANAGER PHONE: (360) 939 1071

VENUE MANAGER EMAIL: edavies@828venues.com

SCHEDULED DELIVERABLES & TIMING

Scheduling and timely delivery of required documents and forms are essential for the hosting of the Event. Deliverable requirements as noted in this section and throughout this Agreement are attached to this Agreement as Exhibit B. Client is required to provide all deliverables to Venue prior to the Event. Failure to provide such Deliverables as outlined would constitute a breach of this Agreement and the Event may be canceled.

In addition to the timing and deliverables outlined in Exhibit B, the Client understands that:

- There is no compensation or cash value if a rehearsal cannot be scheduled.
- Any load-out that happens after the End Time indicated in this agreement will result in a \$375 fee per hour, or any part thereof. Load-out of rentals and/or decor must begin no later than 2 hours before End Time and must be completed by the End Time.

- Space is available only between the Start Time and End Time on the Event Date. The Space may be scheduled for other programs prior to and following the Event. Additional time can be scheduled for an additional fee if Space is available.
- Venue and Affiliate staff will not be onsite outside of agreed upon load-in and load-out times.

Client Initials: Jb

SPACE RENTAL FEE | PAYMENT TERMS | LATE FEE

Client shall pay to Venue a rental fee of \$2,009.70 for the rental of the Space on the Event Date (the “Space Rental Fee”), payable on the terms and according to the schedule below. The Space Rental Fee is for the rental and use of Venue’s Space and is not attributable to the number of Client guests at the Event. The payment schedule for the Space Rental Fee will be as follows:

Upon signing of this Agreement, Client shall pay to Venue an amount equal to fifty percent (50%) of the Space Rental Fee as a non-refundable initial payment (the “Initial Payment”) to secure the Space on the Event Date. The Event Date is not secured and Reserved for the Event until the Initial Payment has been paid in full and this Agreement has been signed.

The remaining fifty percent (50%) of the Space Rental Fee is due no later than ninety (90) days before the Event Date.

If, however, Event is booked less than 90 days prior to the Event Date, instead of the payment schedule described above, the full amount of the Space Rental Fee is due in upon signing via ACH, credit card, or check in hand to secure the availability of the Space on the Event Date. Checks submitted via mail will not be accepted. If Client fails to deliver payment and the signed Agreement, as required by this paragraph, any signed Agreement will be cancelled in Venue’s sole discretion.

Client may request a hold on the Event Date for up to 7 days by paying to Venue a non-refundable date hold payment in the amount of \$500 (the “Date Hold Payment”), returning this fully signed Agreement to Venue, and requesting a date hold for the Event Date. The date hold is not valid until the Date Hold Payment is physically received by the Venue through check, bank transfer, or credit card payment. The Venue is entitled to book the requested Event Date until the Date Hold Payment is received. If Client has not paid the Initial Payment to Venue within 7 days, the Event Date will no longer be held for Client and Venue is entitled to retain the Date Hold Payment and cancel this Agreement without any further liability to Client. If Client does pay the full Initial Payment within 7 days, then the Date Hold Payment will be credited against the Space Rental Fee when determining the payment schedule such that 50% of the Date Hold Payment will be credited against the Initial Payment and 50% will be credited against the final payment.

If any amounts due under this Agreement are not paid when due, a late fee of 10%, or the highest rate permitted by applicable law, of any past due balance (the “Late Fee”) will be charged to Client. The Late Fee will be immediately due and payable to Venue. The Late Fee shall be in addition to and cumulative with any other remedies available to Venue at law or in equity.

Any checks returned by a financial institution will incur a \$50 returned check fee, which will be immediately due and payable to Venue. If a Client’s check is returned by a financial institution, Client will have 72 hours to deliver to Venue a cashier’s check in an amount equal to all outstanding balances and additional fees currently due and payable or to provide a valid credit card and pay all outstanding balances and additional fees currently due and payable or the Event Date will be released.

If the remaining balance is greater than 4 weeks delinquent, Venue shall have the right to cancel this Agreement without any further liability to Client, and Venue shall have the right to retain all funds paid to Venue, including, without limitation, the Initial Payment.

Client shall reimburse Venue for all costs, fees, expenses, and liabilities including, without limitation, reasonable attorneys' fees, incurred by Venue arising out of or relating to actions taken to collect any outstanding delinquent amounts due under this Agreement and not yet paid.

For the avoidance of any doubt, except as otherwise stated in this agreement, all payments made to Venue are non-refundable.

Client Initials: Jb

CONDITIONS TO USE OF SPACE

Client understands that usage of the Space under this Agreement is limited to the Event as described above and Client has no right to use the Space for any other reason without the consent of Venue, which consent may be withheld in Venue's sole and complete discretion. Client further understands and agrees that usage of the Space is subject at all times to the rules, policies, and code of conduct of Venue relating to the Space (collectively the "Venue Rules") as may be in place, amended, or modified from time to time in Venue's sole discretion. Client is responsible for ensuring that Client's invitees and vendors adhere to all Venue Rules and the terms of this Agreement. Venue reserves the right to remove from the Space any person violating the Venue Rules or this Agreement.

In accordance with applicable rules and requirements, Client and Client's invitees are required to wear shirts and shoes at all times while in the Space or on Venue's property. Client is responsible for ensuring the compliance of its invitees with these requirements.

In order to create a safe and enjoyable environment for all involved, children under the age of 12 must be accompanied at all times by a responsible adult. Venue retains the right to require at least one responsible adult over the age of 25 be in attendance at all times during the Event for every 20 persons under the age of 18. Neither Venue nor Affiliate staff or personnel are responsible for the safety or supervision of Client or Client's invitees. Venue can assist Client in identifying third party security services if Client so-desires with the cost of such services to be billed to Client as provided in this Agreement.

Client understands that Venue may conduct normal course of business such as, but not limited to, tours and vendor meetings during the Event Date, outside of the hours provided for guest arrival and departure times.

Client Initials: Jb

SPACE USAGE SUBJECT TO APPLICABLE LAWS

The availability and usage of the Space are each subject at all times to all applicable federal, state, and local laws, codes, rules, regulations, orders, ordinances, covenants, conditions, restrictions, and requirements of any kind (collectively the "Applicable Laws"). Client understands and acknowledges that Client has no right to use or to continue to use the Space if such usage or continued usage would result in a violation of Applicable Laws. Client shall ensure that Client and Client's invitees will not engage in any behavior during the Event that would result in a violation of Applicable Laws.

The Space is a weapons-free facility. Only hired security personnel with appropriate permits, licensing and insurance may carry weapons on their person while on property. Venue requires copies of all appropriate and valid paperwork for armed security personnel. All weapons, including but not limited to switch blades, silencers, and devices that are intended to cause others to reasonably believe that such device is or contains an object or item that is a weapon, incendiary or explosive device, or other item that can reasonably cause injury or death are prohibited at all times. Venue reserves the right to remove any person from the Space and Venue Property who is in violation of this policy without any liability or refund.

Client Initials: Jb

CONDITION OF SPACE

Client has inspected the Space, has determined it is sufficient for hosting the Event, and has agreed to accept the same in its “as is” condition with no representation or warranty on the part of Venue or its Affiliate or the personnel or agents of either Venue or Affiliate. Client shall return the Space to its current condition no later than the End Time.

Venue reserves the right to undergo construction projects, repairs, update furniture, and any other projects as deemed necessary by Venue in its sole discretion.

Client Initials: Jb

CLIENT REPRESENTATIVES

Venue is responsible for requests submitted by Client only. If Client wishes, Client may provide Venue with the name of a representative that Client authorizes to make requests on Client’s behalf with respect to this Agreement, which name must be in writing (email is acceptable). Requests made by any party not listed in this Agreement or designated by Client in writing will be subject to approval by Client. Any requests made by Client’s designated representative will be binding on Client.

Venue is not responsible for upholding or fulfilling any requests from any party other than Client or Client’s designated representative.

Client Initials: Jb

CLIENT CONCIERGE

All events will be assigned a Client Concierge upon booking the Venue. The Client Concierge is the point of contact for the Venue upon signing of this Agreement and Initial Payment received. Venue reserves the right to change or replace your Client Concierge for any reason including, without limitation, illness, personnel changes, changes in the Event Date or time, Force Majeure Events, or any other reason. If a new Client Concierge is assigned, Venue will provide Client with the name and contact information for the new Client Concierge.

Client will timely respond to questions and requests for information from Venue and the Client Concierge and provide all reasonable assistance to Venue and Client Concierge that is reasonably required to permit Venue to perform the Services

as described in this Agreement. The Client Concierge may not be at Venue on Event Day. Venue reserves the right to schedule hourly support staff for Event Day representation. The Client Concierge is not a planner or coordinator for the Event Day. The Client Concierge can be upgraded to a Planner, services of which would be outlined in a separate agreement and available for an additional fee.

Client Initials: Jb

HATEFUL OR OBJECTIONABLE MATERIAL

Client acknowledges that Venue runs a private business, that the Space is not a public gathering space, that Venue endeavors to operate a safe and welcoming environment for all guests, and that Venue has a material and significant business interest in protecting this environment and Venue from reputational harm.

Client represents and warrants to Venue that Client will not use the Event and will not associate Venue or Space, whether through physical association at the Event or through electronic means, including without limitation, social media posts depicting the Space or referencing the Space or Venue, with any hate group or organization, hateful or objectionable ideology, or any conduct that Venue determines, in Venue's sole and absolute discretion, would either endanger the reputation of Venue and the Space or could give rise to or contribute to an unsafe or dangerous environment. Venue shall have the right to immediately terminate this Agreement for a breach of the foregoing representation and warranty without any further liability to Client.

Client Initials: Jb

DAMAGE TO SPACE

Client agrees to pay for any damage to the Space that occurs while Client and its attendees and/or vendors are using the Space. Client will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Client or its attendees and/or vendors.

There is no drilling or nailing of any kind permitted in the Space. Drilling or nailing shall be considered damage to the Space that shall be invoiced to Client.

Venue requires Client, or a person representing Client, to participate in a final walkthrough with Venue's or Affiliate's staff after the Event has concluded and Client has completed teardown and load-out but at or before the End Time. This walkthrough will include indoor and all applicable outdoor areas. Client acknowledges that damage and/or excessive cleaning that occurs while Client and its attendees and/or vendors are using the Space may not be determined during the final walkthrough. Venue reserves the right to charge the Client's authorized credit card on file up to 14 days after the Event so long as reasonable proof of damage and/or excessive cleaning can be presented to the Client.

Client acknowledges that Space may be outfitted with cameras that may be used to assist in determining the cause of damage to the Space. Cameras, if any, are not intended as a security feature.

Client Initials: Jb

CLEANING FEES

Routine cleaning fees are included in the Space Rental Fee. Specifically, the following cleaning services are included in the Space Rental Fee for your Event:

1. Normal bathroom clean-up
2. Regular sweeping/mopping floors
3. Disposal of trash that Client places in dumpsters provided by Venue. All trash MUST be put in dumpster provided by Venue; removal of trash from within the Space or sitting outside of provided dumpsters is NOT included in regular cleaning fees and will be subject to additional fees as provided in this Agreement. Trash disposal may be subject to different or additional requirements as noted in the Venue Rider attached to this Agreement as Exhibit A.

Anything considered excessive clean-up by the cleaning agency, Venue, or Affiliate will be automatically charged to Client. Venue reserves the right to charge Client fees higher than those listed below if Venue is billed at a higher rate by the cleaning agency. Examples of additional clean-up charges for certain situations include, without limitation, the following:

1. Vomit removal and cleanup (\$250+ per occurrence)
2. Damage to floors/walls, including tape removal (\$100+ per occurrence)
3. Exterior trash pickup/removal (\$250+ per occurrence)
4. Cigarette butt pickup (\$100+ per occurrence)
5. Contaminated or overfilled trash and/or recycling bins (\$250+ per bin)
6. Damaged or broken furniture, including seating tables and chairs, and/or decor (six times the value of item)
7. Trash Removal: Client and/or Client's vendors are responsible for discarding all trash (food scraps, recycling, etc.) from the Space at the CONCLUSION of the Event. Client and/or Client's vendors are responsible for providing trash receptacles, trash bags, and smoker's poles and/or ashtrays during the Event. Unless otherwise noted in the Venue Rider, Venue will provide a dumpster for trash/recycling disposal. Any trash remaining outside dumpsters will incur a minimum \$250 fee unless otherwise noted in the Venue Rider.

Any supplies or equipment provided by Venue to Client will be charged to Client for use and/or replacement.

Client Initials: Jb

CREDIT CARD PRE-AUTHORIZATION FOR DAMAGE AND EXCESSIVE CLEANING

Client must submit a signed Pre-Authorized Credit Card Form to Venue at least seven (7) days prior to Event authorizing and allowing Venue to charge up to \$1000 for any damage to the Space, its furnishings, fixtures, décor, equipment, or other items and any excessive cleaning fees (as described above) required as a result of the Event. This amount will NOT be pre-charged or held. Charges up to \$1000 will be charged to Client automatically. Reasonable proof of damage, which may include photographs, and/or applicable receipts and invoices will be provided for any charges made to this credit card. Any charges in excess of \$1000 will be reviewed with the Client prior to being charged. If Client contests any of the

charges with its credit card company or otherwise refuses to pay for damages or excessive cleaning, Venue may deliver an invoice to Client for all such amounts, which invoice shall be due and payable immediately upon receipt.

Failure to provide a valid and working credit card would constitute a breach of the Agreement and result in a \$250 penalty to be added to any outstanding invoice. Client will have 48 hours to pay any outstanding invoices upon written notification sent by Venue if the credit card on file declines for any reason. Damage and/or excessive cleaning invoices are subject to late fees as outlined in this Agreement.

Client Initials: Jb

IN-HOUSE TABLES AND CHAIRS

If Venue has items available for use by the Client during the Event, such items and the terms and conditions of these items are described more fully on the Venue Rider attached as Exhibit A of this Agreement. Client is responsible for loss, theft, damage or destruction to such items and assumes all financial responsibility for repair and/or replacement beyond normal wear and tear.

Client Initials: Jb

ELEVATOR

If Venue is equipped with an elevator of any kind, usage of the elevator is subject to the terms and conditions of the Venue Rider attached to Exhibit A of this Agreement. Client is responsible for ensuring compliance with all requirements for use of the elevator.

Client Initials: Jb

ALCOHOLIC BEVERAGES

For any beverages considered by local authorities to contain alcohol, the Client must use a Venue-approved beverage service ("Beverage Provider") from Venue Epic Vendor List. Client cannot bring in any outside service provider or outside alcoholic beverages to be consumed at the Event, unless Venue permits Client to purchase alcoholic beverages to be served by Beverage Provider. Fees, service package details, terms and conditions, and other details relating to beverage service are set forth in a separate contract between Client and Beverage Provider, and nothing in this Agreement obligates Venue to provide alcoholic beverage service to Client at the Event. All alcoholic beverages will be served in accordance with state and local laws. Arrangements for alcoholic beverage service during the times indicated in this Agreement must be made through Beverage Provider personnel. All Beverage Provider bartenders and alcohol servers must be certified according to Applicable Laws.

Venue, Affiliate, or Beverage Provider, as applicable, reserves the right to cancel or cease alcohol distribution for any reason deemed necessary by Venue, Affiliate, or Beverage Provider. All beverages must be consumed on Venue premises. No beverage served at the Event may be removed from the property, unless otherwise approved by Venue or Beverage

Provider. Any alcohol not provided by Beverage Provider that is found on property will be removed by Venue or Beverage Provider staff.

Client hereby agrees to indemnify, hold harmless, and defend Venue and Affiliate from any injury, loss, expense, or liability arising out of or in connection with any food or beverages not provided by Venue, Affiliate, or Beverage Provider and brought to the Event, whether with or without the consent of Venue, Affiliate, or Beverage Provider.

Client Initials: Jb

PUBLIC EVENTS | TAX EXEMPTION | ALCOHOL SERVICE

Venue acknowledges Event may be eligible to receive donated products and services, open to the public without a bonafide guest list, and/or verified tax exempt. If Client makes arrangements for alcohol beverage service, Client is responsible for complying with all federal, state, and local laws relating to donation and use of donated alcoholic beverages, tax exemption, and applicable licensing. **ONLY licensed individuals or entities may legally profit from and/or sell alcohol, either directly or indirectly.**

Eligible Clients are required to provide all applicable documents outlined as follows to Venue prior to the Event. Additional documentation and/or approvals may be needed depending on Client's Event Details. Failure to provide such documents as outlined would constitute a breach of this Agreement and the Event Beverage Service may be canceled:

1. Donations: approvals for donated product from all applicable distributors and governmental authorities
2. Tax exempt Clients: a copy of their 501(c)(3) and any other applicable completed forms verifying tax exemption
3. Public Events with cash bars, drink tickets, and/or advertising alcohol included (at a cost or complimentary): daily license and/or special event permit from all applicable government authorities

Beverage Provider can assist Client in securing all necessary approvals and documents.

Client Initials: Jb

CANCELLATION AND POSTPONEMENT POLICY

Client acknowledges that a cancellation of the Event would constitute a breach of this Agreement that would cause material harm to Venue, which is likely to increase if there is a delay in notifying Venue of a cancellation. Accordingly, Client shall notify Venue, in writing, immediately of any decision to cancel the Event. If Client cancels the Event at least thirty (30) before the Event Date, then all fees paid, including, without limitation, the Initial Payment, will be non-refundable. If Client cancels the Event less than thirty (30) days before the Event Date, the full Space Rental Fee and any other amounts due under this Agreement will be due and payable to Venue and non-refundable. Client acknowledges that the harm to Venue arising out of cancellation of the Event will be difficult to calculate and Venue's retention of the Initial Payment or Space Rental Fee, as applicable, and all other fees paid is intended to offset certain losses likely to be incurred by Venue arising out of such cancellation.

If Client needs to postpone or reschedule the Event, Client must contact the Venue at least thirty (30) days before the Event Date. Postponement of an Event with less than thirty (30) days' notice is not permitted. Venue shall have the right to postpone the Event in the case of Force Majeure Events, described below, by providing written notice to Client. Client and Venue will use reasonable efforts to identify available dates for Client's Event, subject to availability (the agreed upon new date for the Event being the "Postponed Event Date"). Client and Venue must identify the Postponed Event

Date within 30 days of notifying Venue of decision to postpone or reschedule the Event. The Postponed Event Date must be within one year of Event, unless otherwise approved by Venue. Event Dates that are adjusted, transferred or postponed at the request of Client, other than due to a Force Majeure Event, will incur a minimum postponement fee of \$500 (the "Postponement Fee"). Additionally, the Space Rental Fee for any postponed or rescheduled Event may be increased at the discretion of Venue to take into account differences in pricing attributable to the postponement including, without implied limitation, the Postponed Event Date being a different day of the week, during a different month, during a holiday, in a different year, or any other reason that affects the pricing of event rental spaces and businesses. The Venue reserves the right to accept or reject a postponement request and to assess additional fees and charges in its sole discretion. Additional fees associated with postponement may be incurred for additional services such as planning. Changes to the fees associated with these services relating to postponement are outlined in the contracts for those specific services. Venue reserves the right to charge Client for any other expenses Venue incurs in postponing or rescheduling the Event.

Subject to the Force Majeure section below, if client is charged and pays an additional fee for any services described in the Venue Rider and Venue is unable to provide the services, or reasonable substitutes, Venue will refund the applicable additional fee paid by Client for such services. The immediately preceding sentence (a) does not apply to any services that are subject to a separate contract, and (b) does not entitle Client to a refund of the Space Rental Fee or any portion of it. If Venue can provide reasonable accommodations or substitutes prior to the Event, then Client shall not be entitled to a refund of any additional fees paid.

Venue shall have the right to cancel this Agreement without any liability to Client or any other party at any time (i) if Client is in material breach of this Agreement and fails to remedy the breach within a reasonable amount of time as determined by Venue, (ii) upon anticipatory breach by Client, and (iii) as described elsewhere in this Agreement. If Venue cancels this Agreement for reasons described in (i), (ii), or (iii) of the preceding sentence, Venue shall have the right to retain the Initial Payment and all other amounts paid to Venue under this Agreement to compensate Venue in part for the harm it may sustain. Venue is not liable for the impact that this cancellation has on any other factors outside of this Agreement including, without limitation, cancellation or other charges of Client's vendors and cost of airfare, hotel costs, or other costs incurred by Client's invitees, or any consequential damages. Only the party signing this Agreement on behalf of Client or that party's duly authorized representative (which authorization must be in writing and signed by the party signing this Agreement on behalf of Client) shall be entitled to cancel this Agreement on behalf of Client.

Client Initials: Jb

CLIENT INSURANCE

Client must obtain and maintain commercial general liability insurance in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from the Event or Client's obligations pursuant to this Agreement, but in any case, in an amount of at least One Million Dollars (\$1,000,000). Client shall provide Venue with evidence of such insurance naming Venue as an additional insured at least 30 days prior to the Event Date. Client may purchase this insurance earlier than the required timing if determined by Client to be prudent. Venue recommends that insurance is purchased along with the signing of this Agreement. Client understands that Venue is not responsible for any costs associated with, or refunding any amounts previously paid by Client in the case of, a cancellation of the Event by Client (whether due to death, deployment, sickness, etc.), and it is Client's responsibility to obtain any desired insurance to cover such costs and expenses. Insurance needs to be reflective of event details. Without limiting any other provision in this Agreement, no refunds will be provided under any circumstances for occurrences that can be covered by insurance (death, deployment, sickness, etc.).

Client Initials: Jb

CLIENT VENDORS

Venue requires all vendors working the Event to maintain commercial general liability insurance, including liquor liability insurance if applicable, in the amount of at least One Million Dollars (\$1,000,000) of coverage per occurrence, and a minimum aggregate coverage of at least two million dollars (\$2,000,000). Client shall ensure each vendor will obtain and deliver to Venue, to a provided email address and at least 30 days prior to Event, a certificate of insurance naming Venue as an additional insured with the following information:

101 S. Jackson LLC & 828 Venue Management Co, LLC

101 S Jackson Street

Seattle, WA 98104

Any vendor who does not provide a valid certificate of insurance as required above will not be allowed to perform any duties on the premises at the sole discretion of Venue.

Any staff or individual(s) handling or serving food must have a Food Handlers Card or equivalent.

All vendors are required to abide by policies and rules put in place governing the Space as determined by Venue and its Affiliate. In addition to other policies and rules governing the Space, Vendor personnel are not permitted to drink alcoholic beverages while in the Space or on Venue property during the Event. Client is responsible for ensuring compliance with the policies and rules by any and all vendors with whom the Client contracts. Any violations by the vendors may be deemed the responsibility of the Client.

Client must pay \$250 fee to Venue for each food vendor, including but not limited to caterer or food truck, used for their event that is not on the Venue's Epic Vendor List. Additionally, if the Client chooses a food provider that is not on the Venue's Epic Vendor List, then the Client must contract with an Epic Vendor for beverage services. Client must submit all final executed food and beverage vendor contracts to Venue at least two (2) weeks prior to Event. **Venue must approve all Client Vendors not on Venue's Epic Vendor List prior to signing any contracts and paying an initial payment.**

Venue reserves the right to refuse, in Venue's sole and absolute discretion, to permit any vendor to be present at the Space or provide services for the Event due to such vendor's past violations of any Venue policies, rules, or for any other reason determined by Venue to affect the health, safety, or well-being of the Space, Venue personnel, or otherwise. Venue is not responsible for any payments paid to Vendors that Client has entered into contract with prior to reviewing Vendor selection with Venue.

Caterers and Coordinators are required do a walk-through of Space two (2) weeks prior to their first event at Space. Client's coordinator must stay until the end of the Event unless they, or the Client, have provided a secondary point of contact, approved by Venue at least 30 days prior to the Event. Individual(s) assigned as the secondary point of contact must be onsite for the Event. Coordinators and assigned points of contact are not permitted to drink alcoholic beverages while in the Space or on Venue property during the Event. Client agrees to provide a meal during Event for each of the Venue staff working the Event or allow for a 30-minute break during Event for any Event over five (5) hours.

Client must retain a minimum of (2) staff through the end of the event for bussing needs unless otherwise approved by Venue. Client will submit proof of staffing if Client has opted to use a caterer not on Venue Epic Vendor List, or has selected a caterer that is providing drop-off food service.

Client Initials: Jb

PHOTOGRAPHY, USE OF IMAGES, AND DUE CREDIT

Client acknowledges and understands that Venue reserves the right to have Venue or Affiliate staff or photographers present in the Space before, during, and after the Event for purposes of documentation as well as potential inclusion on Venue's or Affiliate's blogs or websites for promotional or other purposes and for potential inclusion on Venue's or Affiliate's pages on third party sites that promote Venue or Affiliate including, without limitation, "The Knot" or other similar sites. Client on behalf of itself and, to the extent permitted by law, Client's invitees expressly consent to the use of the image and likeness of Client and Client's invitees by Venue and Affiliate in accordance with this Agreement.

Client hereby confirms that Venue may use any such photographs, videos, and descriptions of the Event captured, recorded, or created by Venue or Affiliate staff, including, but not limited to, the name, voice, photograph, description or likeness of Client and, to the extent permitted by law, Client's invitees who are in attendance at the Event for the purposes of advertising and marketing the Venue. Client, for itself and, to the extent permitted by law, on behalf of its invitees attending the Event, hereby waives any rights to inspect or approve any advertising copy, website content or other marketing materials Venue or Affiliate intend to use to promote Venue. Client, for itself and, to the extent permitted by law, on behalf of all of its invitees attending the Event, expressly releases, waives, and discharges Venue, Affiliate, and the officers, managers, members, employees, agents, attorneys, successors and assigns of each from any and all claims and demands arising out of or in connection with the permitted use of the material described in this section in compliance with this Agreement, including, without limitation, any and all claims with respect to usage of image and likeness, rights of publicity, and invasion of privacy.

Client Initials: Jb

SMOKING

The Space is a non-smoking, drug-free facility. Smoking includes, but is not limited to, lighted cigarettes, electronic cigarettes or other vaping devices, cigars, pipes or other tobacco or cannabis smoking equipment. Venue reserves the right to ask any individual caught smoking or engaged in other illicit activity to vacate the premises immediately and without refund or reimbursement.

Client Initials: Jb

DECORATIONS

All displays and/or decorations, including signs, banners, photographs and artwork that Client intends to use during the Event are subject to the prior written approval of Venue and must comply in all manners with local, state, and federal law, rules and regulations. All displays must be free standing without attachment to walls, ceilings or floor, unless pre-approved in writing by Venue. Client is responsible for removing all displays and decorations from the Space at the end of the Event.

Venue does not allow the use of glitter, confetti or confetti-like substances for any event without the prior written consent of Venue. Balloons are not allowed outside of the Space. Fog, haze, or other similar machines are not permitted.

Client Initials: Jb

USE OF OPEN FLAME

Use of open flame is strictly prohibited unless specified otherwise by Venue in Venue's sole discretion. If Venue permits use of candles, ALL candles must be in appropriate vessels and compliant with fire safety code.

Any cooking on Venue's property must be approved in writing by Venue management at least (2) weeks prior to the Event Date. If Venue approves of cooking on Venue's property, there is to be no live flame or hot oil inside the Space; all live cooking must be done outside in approved areas.

Client shall be responsible at all times for ensuring the safety of Client, Client's invitees, and the Space with respect to any live flame or oil cooking conducted by Client, Client's invitees, and Client's vendors.

Client Initials: Jb

PARKING

Parking details for the Event, if any, are as disclosed in the Venue Rider attached to Exhibit A of this Agreement. Client shall be responsible for Client's and Client's invitees' adherence to all parking rules and regulations and to any requirements described in the Venue Rider. Venue has no liability for the contents of Client's or Client's invitees' vehicles, the vehicles themselves, or for the improper parking of vehicles.

Client Initials: Jb

FOOD TRUCKS AND OUTDOOR VENDORS

Details about food truck and outdoor vendor availability, if any, are included in the Venue Rider attached as Exhibit A of this Agreement. Client shall be responsible for compliance with the rules, regulations, and requirements described in the Venue Rider. The usage of food trucks and outdoor vendors are subject to all Applicable Laws.

Client Initials: Jb

ADDITIONAL SECURITY

Venue cannot and does not ensure the security of items left unattended on the premises. Special arrangements may be made with Venue for securing a limited number of valuable items. Depending on the size, nature of the Event or other unique circumstances including details surrounding beverage services, Venue may require that additional security be provided. Security will be at the cost of the Client. Venue will make these arrangements through preferred security vendor, the cost of such arrangement will be billed directly to Client using the credit card on file. All public events, events with guest counts over 200 guests, events with timeline milestones past 2 AM, and/or events with bar packages over 5 hours are subject to security requirements.

Client Initials: Jb

PACKAGE HANDLING AND STORAGE FEES

Special arrangements must be made with Venue for receiving any equipment, goods, displays or other materials that will be sent, delivered or brought into the Space outside of the Agreement. Any materials being sent to the Space must be marked as follows, sent by FedEx or UPS:

- Hold for arrival – Attention: Josh Binda, Organization (if applicable), Arrival Date
- Complete Return Address
- Number of Boxes (Example: 1 of 2, 2 of 2)
- Address Packages to: Venue Manager | 101 S Jackson Street | Seattle, WA 98104

Packages sent via USPS will not be received at the Space.

Venue reserves the right to assess a storage fee for any packages stored at the Space. Boxes will incur a fee of \$25.00 per box, per day. Packages cannot arrive more than three (3) days pre-event. Pallets will incur a fee of \$250.00 per day. Venue does not accept any liability for equipment, goods, displays, or other materials that arrive unmarked or fail to arrive at the Space. Client is responsible for insuring its property against loss or damage. Any items left after the Event Date will be deemed to be Venue's property and can be disposed of, at Client's cost, at the discretion of Venue or stored on Client's behalf for a minimum storage fee of \$150.00/day or any part thereof.

Venue is not responsible for the loading or unloading of items. Client must coordinate arrangements with Venue personnel prior to Venue receiving any delivered items. Client must provide Venue with the tracking information and confirm availability by Venue staff during the delivery window to receive any packages. Note that the Space is not staffed consistently during business hours.

Client Initials: Jb

NOISE

Subject at all times to Applicable Laws, Client shall have the right to play music at the Event at reasonable decibel levels, which entertainment and noise level shall be approved by Venue in advance, and Venue may determine, in its sole discretion what is reasonable for a noise level and may require Client to lower the decibel levels during the Event if Venue or any city or governmental authority shall so determine.

In addition to the above, Client agrees that it shall abide by the rules and requirements relating to noise levels set forth in the Venue Rider attached as Exhibit A of this Agreement. Client shall be responsible for Client's and Client's invitees' adherence to the requirements described in the Venue Rider.

Client Initials: Jb

PETS AND OTHER ANIMALS

Any household pets brought for an Event requires approval from the Venue. Wild animals or those animals not considered your typical household pet require additional documentation and approval, which such approval shall be made in Venue's sole and exclusive discretion. Client is responsible for any clean-up associated with pets(s) on Venue property. Animals must be under supervision at all times. All guests must bring appropriate documentation for service animals. Venue has no liability arising out of or relating to the presents of pets or other animals brought by Client or Client's invitees.

Client Initials: Jb

CLIENT READY ROOM

Use of Client Ready Rooms, if any, are subject to the details contained in the Venue Rider attached as Exhibit A to this Agreement. Client Ready Rooms, if any, are subject to all of the rules and policies applicable to the Space.

Client Initials: Jb

TRASH

Unless otherwise noted in the Venue Rider, Client and/or Client's vendors are responsible for discarding all trash, including but not limited to food scraps and recycling, from the Space at the conclusion of the Event. Trash or recycling that does not fit in, or overfills, the Venue dumpster(s), is to be removed from the Venue by the Client's hired caterer. Client and/or Client's vendors are responsible for providing trash receptacles, trash bags, and smoker's poles and/or ashtrays during the Event. Venue will provide a dumpster to dispose of trash and recycling; all trash and/or recycling must be placed inside of Venue provided dumpsters only.

If Venue provides recycling dumpsters, only proper recyclable materials may be placed in the recycling dumpsters.

Failure to place trash and recyclable materials in the appropriate dumpsters, which includes leaving trash or recyclable materials in the Space, in or around the building, in the alleyway, or around the dumpsters, is subject to a \$250 fee.

Contaminated dumpsters and failure to place appropriate materials in the appropriate bins (for example, putting trash in the recycling bin) is also subject to a \$250 fee.

Any further specifications, if any, are noted in the Venue Rider.

Client Initials: Jb

FORCE MAJEURE

Except for Client's obligation to pay amounts due under this Agreement, neither party shall be responsible or liable to the other party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent that such failure or delay is caused by or results from material acts beyond the affected party's (the "Affected Party") reasonable control that arise without the fault or negligence of the Affected Party and that make the use of the Space unreasonable, unsafe, illegal, in violation of Applicable Laws, or impermissible under the circumstances (such events being "Force Majeure Events"), including,

without limitation, the following illustrative but non-exhaustive list: (a) acts of God, (b) natural disasters such as floods, fires, earthquakes, tornadoes, meteor strikes, or similar catastrophic events, (c) epidemics or pandemics, (d) explosion, (e) war (declared or *de facto*), invasions, hostilities, terrorist threats or acts, riots, civil unrest or strife, or other events that are likely to adversely affect the safety and health of the Affected Party or its personnel, (f) orders, declarations, or actions from a governmental authority having jurisdiction over the Space, (g) national, regional, or local emergency, (h) loss of utilities or services that render the use of the Space unreasonable or unsafe in the Venue's reasonable discretion so long as such loss of utilities or services was not the result of action or inaction by the Venue, and (i) any other material event beyond the reasonable control of the Affected Party that makes the use of the Space unreasonable, unsafe, or impermissible under the circumstances, all in the reasonable discretion of Venue. Subject at all times to the requirements of Applicable Laws, the Affected Party shall use reasonable efforts to end the failure or delay in performance to ensure the effects of the Force Majeure Event are minimized, and subject to the terms of this section, the Affected Party shall resume the performance of its obligations as soon as reasonably practicable after the cessation of the Force Majeure Event. If a Force Majeure Event is reasonably likely to continue through the Event Date, Venue may provide a written notice of postponement (email is permissible) to the Client as soon as reasonably practical. Postponement of the Event will be subject to the terms of the Cancellation & Postponement Policy section of this Agreement, except that the Postponement Fee will not be applicable if the Event is postponed due to a Force Majeure Event, and amounts paid by Client will be applied towards the Event on the new event date. If either party determines that postponement is not feasible or a new date for the Event is unable to be agreed upon within 30 days after the commencement of the Force Majeure Event, either party may cancel this Agreement by written notice with no further liability hereunder. In the event of such a cancellation, Venue shall have the right to retain the Initial Payment and all other amounts paid as compensation for the harm suffered by Venue and to compensate Venue for the considerable time and resources expended in preparing for the Event. For the avoidance of any doubt "Force Majeure Event" shall not include cancellations, or the inability to perform or attend, by Client's service providers, vendors, attendees, co-hosts, or other third parties whether due to illness, deployment, death, or other similar cause.

Client Initials: Jb

INDEMNIFICATION AND RELEASE

To the extent permitted by Applicable Laws, each party hereby agrees to protect, indemnify, defend and hold harmless the other and their respective managers, officers, members, partners, affiliates owners, shareholders, beneficiaries, and their respective employees, agents and contractors (collectively, "Representatives") against all claims, losses, liabilities, damages, expenses, and costs arising out of or connected with the negligence or intentional misconduct of such party or its Representatives. Further, Client on behalf of itself and its owners, affiliates, partners, subsidiaries, employees, agents, contractors and consultants (collectively "Releasor"), waives any rights to recover from, and hereby forever agrees to release and hold harmless, Venue, Affiliate and their respective owners, parent companies, affiliates, partners and subsidiaries, directors, officers, members, participants, employees, consultants, agents, legal representatives and assigns from any and all claims, costs, personal injuries, deaths, expenses, damages, actions and liabilities, of any nature, whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or relating to any acts or omissions by Venue, Affiliate, or any third party on Venue's premises or from the presence on or use of Venue's premises or part thereof, except for Venue's gross negligence or willful misconduct. Releasor assumes all risk of harm for injury or damage resulting from the Event on Venue's premises.

Client Initials: Jb

THIRD PARTY PROMOTIONS

From time to time, third party vendors approved by Venue to provide services at the Space may offer Client special discounted rates or deals on those services (the deals offered by third parties being the “Third Party Deals”). The Third Party Deals are between the Client and the third parties offering the Third Party Deals, and neither Venue nor Affiliate has any liability or obligation to Client relating to Third Party Deals. Third Party Deals have no cash value and may not be redeemed or credited against the Space Rental Fee or any other amounts due under this Agreement regardless of whether the third party offering the Third Party Deal is able to provide the services. Client acknowledges that any disputes relating to a Third Party Deal must be resolved solely with the third party offering the Third Party Deal.

Client Initials: Jb

VENUE RIDER

Additional amenities, services, policies, and requirements may apply to Client’s Event and usage of the Space. If additional amenities, services, policies, and requirements apply, the details will be set forth on the rider attached to this Agreement as Exhibit A (the “Venue Rider”). The Venue Rider is fully incorporated into this Agreement by reference and will be treated as if written into the main body of this Agreement. Client is responsible for fully understanding and communicating the details contained in the Venue Rider to its vendors and invitees. Client is further responsible for ensuring that Client, its vendors, and its invitees adhere to any and all specific rules, policies, and requirements set forth in the Venue Rider. Fees for additional amenities and services, if applicable, shall be as set forth in the Venue Rider.

Client Initials: Jb

MISCELLANEOUS

This Agreement does not, and will not be construed to, create any relationship between the parties other than vendor and vendee. Neither party shall be deemed to be a partner, fiduciary, agent, joint venturer, contractor, or employee of the other party. No party has the right to bind the other party to any obligations unless the party to be bound expressly consents in writing.

This Agreement may not be assigned by the Client without the prior written consent of Venue, which consent may be withheld in Venue’s sole discretion. Venue shall have the right to assign this Agreement to Affiliate, any parent company, majority-owned subsidiary of Venue, company under common control with Venue, or to a purchaser of all or substantially all of the assets of Venue.

Other than Affiliate, there are no third-party beneficiaries to this Agreement.

Notices required or permitted under this Agreement must be in writing and sent to the party to be notified at the email address listed in the “Description of Client and Event Details” section of this Agreement. Notices are deemed effective on the day sent if sent by email on a standard business day before 5:00PM local time or on the next business if sent thereafter.

Waiver of any rights by a party in one instance shall not be considered a waiver of such rights in a future instance. Any waiver must be in writing.

Any provision of this Agreement that is prohibited, unenforceable, invalid, or illegal in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, invalidity, or illegality without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. Such provision shall be deemed fully severable from this Agreement and all remaining provisions shall remain in full force and effect.

This Agreement, together with its exhibits and riders constitutes the full and complete understanding of the parties and supersedes any prior or contemporaneous communications, understandings, or agreements of the parties relating to the subject matter of this Agreement.

This Agreement is governed by and construed in accordance with the laws of the state in which the Venue is located, irrespective of such state's choice-of-law principles. Each of the parties to this Agreement agrees that any action or proceeding against it arising out of or in connection with this Agreement shall be commenced and maintained in any state or federal court located in the state in which the Venue is located, which courts will have exclusive jurisdiction with respect to the subject matter of this Agreement and the parties to this Agreement.

Client Initials: Jb

CHANGES, ADDITIONS, STIPULATIONS OR LINING OUT

Any changes, additions, stipulations or deletions, including corrective lining out of this contract by either Venue or Client will not be binding on the other unless such modifications have been initialed or otherwise approved in writing by the other party. Modifications requested by Client requiring legal review are subject to hourly attorney fees, invoiced to Client with signed Agreement.

Client Initials: Jb

LIMIT OF LIABILITY

Client will hold harmless Venue in the event that any aspect of the Services fails to completely satisfy Client. In no event will Venue's aggregate liability arising out of or related to this Agreement, whether arising out of breach of contract, tort (including negligence), or otherwise, exceed the aggregate amounts payable by Client under this Agreement, or, in the event that Venue's insurance policy covers a claim arising out of or related to the Services, then the aggregate amount of Venue's liability for such claims shall be the amount of insurance proceeds actually received by Venue.

IN NO EVENT SHALL VENUE BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Client Initials: Jb

LITIGATION EXPENSES

The parties agree that, except as otherwise provided in this Agreement, in the event litigation or any other proceeding relating to this Agreement is filed or instituted by either party, each party shall be responsible for its own costs and expenses, including, without limitation, attorneys' fees, incurred in connection therewith.

Client Initials: Jb

ACCEPTANCE AND ELECTRONIC SIGNATURE

This Agreement will only be effective and binding on the parties once it has been signed by a duly authorized representative of each party and Client has paid the Initial Payment in full. Venue will not hold the Event Date until full execution of this Agreement and payment of the Initial Payment as described above. Until the Agreement is fully executed and Client pays the Initial Payment, the Event Date is not reserved, Client has no rights to the Event Date, and Venue shall have the right to book the Event Date with any third party. This Agreement may be signed by electronic signature, whether digital, encrypted, or otherwise, it being the intention of Venue and Client that electronic signatures shall have the same effect as handwritten signatures.

Client Initials: Jb

EXHIBIT A

TO

VENUE SPACE RENTAL CONTRACT

VENUE RIDER

THE 101

This Venue Rider is attached to and fully incorporated in the Venue Space Rental Contract (the "Agreement") between Venue and Client for the Event to be hosted in the Space on the Event Date. Capitalized terms used and not defined in this Exhibit A will have the meaning given to them in the Agreement. This Venue Rider shall be deemed to be a part of the Agreement.

The Venue Rider contains important information and obligations relating to additional amenities, services, policies, and requirements relating to Client's Event. Client is responsible for ensuring that Client and Client's invitees understand and adhere to the information contained in this Venue Rider. Any fees for additional amenities or services described in this Venue Rider are as described in the itemized list on the first page of the Agreement or in a separate contract between Client and Venue or the appropriate service provider.

1. FOOD TRUCKS

Usage of food trucks, gastro-trucks, or other similar outdoor vendor (collectively "Outdoor Vendors") will require the prior approval of Venue, as well as a street permit. All Outdoor Vendors must operate in full compliance with all applicable laws and any conditions, rules, or requirements of Venue that are applicable to Outdoor Vendors. Venue reserves the right at any time, and for any reason, to rescind approval of Outdoor Vendors or impose additional rules on the operation of Outdoor Vendors. Venue may, in Venue's discretion, require Outdoor Vendors to set-up a reasonable

barrier or other equipment for the purpose of protecting Client and Client's guests and attendees, which barrier must be provided by Outdoor Vendors or Client.

All Outdoor Vendors are subject to the insurance requirements of Venue as set forth in the Agreement including the submission of any applicable certificates of insurance. Prior to the Event Date, all Outdoor Vendors must also provide Venue with copies of their business license, health permits, and any other permits or licenses then-required by the City of Seattle or State of Washington.

If Venue approves the use of Outdoor Vendors, the Outdoor Vendors may only serve Client's guests and attendees; service to the general public will not be allowed during the Event. Venue can provide assistance in the details surrounding the permit process and requirements as determined by the Seattle D.O.T.. Client and Outdoor Vendors are responsible for the timely submission of any permit fees and paperwork for mobile food vending approval. Food trucks, gastro-trucks or other outdoor vendors needing reserved space in the East/West alley will need to submit a separate Certificate of Insurance naming building ownership and management as additionally insured. Insurance guidelines can be obtained from VENUE Event Staff and are subject to change with changes imposed by property management. Certificates of Insurance and timing of vendor parking needs must be submitted no later than 30 days from event date. Requests and documents received after this timeframe cannot be guaranteed and the CLIENT may be precluded from using the outdoor vendor service. Outdoor Vendors are required to clean the alley space utilized prior to departure. Client is subject to applicable excessive cleaning fees, as well as any fines enforced by property management, as a result of outdoor vendor service.

Client and Client's guests and attendees may not take alcohol from inside the Space outside at any time, including when walking to or from any Outdoor Vendors. Alcohol found outside by Venue staff will be confiscated and removed.

Client Initials: Jb

2. SCISSOR LIFT

For any decor, audio/visual, floral, or similar installation(s) from the ceiling or on the walls over 8 feet high, a scissor lift is required for installation. The scissor lift can be rented from Venue; no outside rental of a scissor lift is allowed. Client is responsible for complying with all procedures and requirements for the safe usage of the scissor lift, and Client shall supervise all scissor lift usage to ensure safe operation. Ladders over 8' are not permitted.

Client Initials: Jb

3. SEATING AND TABLES

Venue can make available, upon Client request, seating and tables for up to 200 guests during the Event. If Client makes use of Venue's seating and tables, Client and Client's guests and attendees will only use the seating and tables for their intended purpose. Client will not alter, modify, or attach any items to Venue's seating and tables unless such items are easily removable without damaging the seating or tables. Tables provided by Venue are for indoor use only and may not be moved outdoors without the express approval of Venue. Client will be responsible for loss, damage, destruction, or theft of any items made available for Client's use by Venue.

Client is responsible for providing all linens, runners, and any other additional décor for the Event. CLIENT, or vendor hired by Client, is responsible for setting and arranging the tables and chairs, unless otherwise noted in this Agreement

or in a separate agreement between Client and Venue.

Before departure from the Space on the same day as the Event occurs, Client or Client's vendor(s) must break down all tables, chairs and equipment and place them in the designated areas. Failure to do so will result in a fee of \$250.

Client Initials: Jb

4. FIRST THURSDAY

Client understands and acknowledges that if the Event Date includes a Thursday, the Event may take place during “First Thursday,” which is a local public event that is not affiliated with Venue. First Thursday events are public events in the neighborhoods surrounding the Space that attract the public at large for street events, food, music, and pop-up parties.

First Thursday may cause increased parking fees, additional traffic and congestion in the locality, and additional crowds, events, and foot traffic in the area surrounding the Space. Venue has no control over or responsibility for First Thursday events or their consequences, and Venue is not liable to Client for any increased fees or liabilities arising out of or relating to the First Thursday events.

Client waives and agrees to hold Venue harmless from any claims, actions, suits, costs, expenses, damages, and liabilities of any kind, and whether direct or indirect, arising out of or relating to the First Thursday events.

Client may hire additional security personnel to provide security for the Event and monitor building access points if Client so chooses. Additional security shall be at the Client’s expense and will be billed direct to the Client. Your Client Concierge can assist in securing additional security personnel if requested. Any security company retained by Client must be approved by Venue in advance and such security company must provide Venue with all appropriate certificates of insurance, documentation, permits, and licenses that may be required

Client Initials: Jb

5. TRASH

Space is part of The Clear Alleys Program (CAP), an effort that replaces dumpsters with a daily bag pickup service, creating cleaner, safer alleys. With CAP, fees are assessed by bag. Venue will provide up to (6) recycling or trash bags, or a combination thereof, in addition to the bags provided by the Client’s preferred catering vendor. Client and/or Client’s vendors are responsible for discarding all trash and recycling bags in the East alley at the conclusion of the event. Compost, or food and beverage waste/product, is to be removed from the venue by the Client’s hired caterer. Client and/or Client’s vendors are responsible for providing trash receptacles, additional trash bags, and smoker's poles and/or ashtrays during the event. Any trash not removed from Venue or placed in the designated pick-up location will incur a minimum of a \$350 fine charged to the credit card placed on file. CAP specific bags can be purchased for an additional fee on Event day through a Venue representative. Only CAP approved bags may be placed in the East alley. Any other bags, loose garbage or recycling, large decor remnants, etc. are prohibited and subject to a fine by the Alliance for Pioneer Square and Waste Management, to be billed to the Client.

Client Initials: Jb

6. PLATFORM LIFT

The Space is equipped with a platform lift located in the south side alley. Lift operation is not permitted unless by, or supervised by, Venue. The Client or Client's Vendors, will only use the lift for intended purpose, and will not alter, modify, or attach any items to the lift. The Client and Client's Vendors must strictly adhere to all lift weight, safety, and occupancy rules, limits, and restrictions. The use of the lift must be discussed with Venue at least one week prior to Event or it will not be available for use during the Event.

Client assumes all risks and costs associated with damage directly and indirectly related to the use of the lift, including but not limited to damage to Space and other property not owned by Venue. The lift is subject to fees for damage and excessive cleaning as set forth in the Agreement.

Client Initials: Jb

7. AUDIOVISUAL EQUIPMENT

The Space is not equipped with in-house sound equipment or other audiovisual equipment for use during the Event. Client and Client's vendors are responsible for ensuring the Event has proper sound and other audiovisual equipment and that the equipment is operated safely and supplied with appropriate power. Venue is not responsible for paying for or securing additional electrical infrastructure or equipment for the operation of sound and other audiovisual equipment.

Venue has an exclusive partnership with Blue Danube Productions for such services including, but not limited to, those requiring event production support services, including audio, video, and exhibition lighting. Blue Danube Productions is responsible for invoicing and collecting payment from Client directly for services or rentals provided by Blue Danube Productions at Venue. Venue requires Client to provide a copy of all agreements between Client and Blue Danube Productions prior to the Event. Excluded from this partnership are any hired DJ or bands, unless the Vendor needs to rent additional AV equipment. In this instance, the Vendor would be required to rent the needed equipment from Blue Danube Productions.

Client Initials: Jb

EXHIBIT B
TO
VENUE SPACE RENTAL CONTRACT
SCHEDULED DELIVERABLES
THE 101

The Scheduled Deliverables is attached to and fully incorporated in the Venue Space Rental Contract (the "Agreement") between Venue and Client for the Event to be hosted in the Space on the Event Date. Capitalized terms used and not defined in this Exhibit B will have the meaning given to them in the Agreement. The Scheduled Deliverables shall be deemed to be a part of the Agreement.

The Schedule Deliverables contains important information and obligations relating to additional documents, timing, information, and requirements relating to Client's Event. Client is responsible for ensuring that Client and Client's Vendors understand and provide the information contained in the Schedule Deliverables. Failure to provide such Deliverables as outlined would constitute a breach of this Agreement and the Event may be canceled.

TIMING DELIVERABLE

6 Weeks Send completed Vendor Questionnaire

6 Weeks Send completed Event Details Questionnaire

30 Days Submit client & all applicable vendor insurance certificates

30 Days Provide event coordinator or assigned point(s) of contact

30 Days Schedule caterer and/or coordinator walkthrough with venue if new to venue

3 Weeks Confirm & pay for any Venue in-house decor items

3 Weeks Schedule one-hour rehearsal, subject to schedule availability

2 Weeks Submit all final executed food & beverage vendor contracts

2 Weeks Submit event diagram for final review & approval

2 Weeks Send final timeline inclusive of major event milestones

1 Week Provide final load-in, tear-down and load-out times & point of contact for such activities

1 Week Submit final guest arrival & departure times

1 Week Submit signed credit card form for potential charges

Client Initials: Jb

Client Signature: Josh Binda

By clicking the "Electronically Sign Contract" button you agree that you are signing this agreement electronically and consent to be legally bound by the agreement's terms and conditions. You further consent to electronic delivery of any communication and documents except where specifically requested or required by law.

Transaction metadata for this electronic signature:

- **Job:** Aurora Ellison and Josh Binda's The 101 | Corporate on Sunday, February 26th, 2023 (ID: 16278006)
- **Booked Quote:** Space Rental - 6hr (ID: 26388757)
- **Payment Schedule:** 50% & 90 Days (ID: 14624243)
- **UTC timestamp:** Sun, 29 Jan 2023 01:41:48 +0000
- **Web transaction:** i-03cbaabf542fa4f24.prod.tave.com:14102:1674956506.2563:741d0a6f64978709
- **Remote host:** 172.56.105.170
- **User agent:** Mozilla/5.0 (iPhone; CPU iPhone OS 15_7 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like

Gecko) CriOS/109.0.5414.83 Mobile/15E148 Safari/604.1

- **Client Signature:** Josh binda

- **Document Fingerprint:** 97703798507dd76aa9cddcbd104fe230875125627f10bf9bbf37a6618e606e0d

Electronic Signature Fingerprint: eb2e54804c13f32bb4f7addf4c8c32409f27064a6c343ee6b24328d3731ab4f4

The 101 Representative Signature: Emily Davies

This signature references the following electronic signature:

eb2e54804c13f32bb4f7addf4c8c32409f27064a6c343ee6b24328d3731ab4f4

Transaction metadata for this electronic signature:

- **Job:** Aurora Ellison and Josh Binda's The 101 | Corporate on Sunday, February 26th, 2023 (#16278006)

- **UTC timestamp:** Mon, 30 Jan 2023 18:54:17 +0000

- **Web transaction:** i-0b3e4cd7b4344ded6.prod.tave.com:28765:1675104857.4093:71e50f3fc58a2475

- **Remote host:** c-67-168-170-209.hsd1.wa.comcast.net (67.168.170.209)

- **User agent:** Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/109.0.0.0 Safari/537.36

29781f2dbcd8b0fe2ca913b9a9a93688dfe24cd1c22c11a1d5ae4819ad5f835a