



Event Services Agreement

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Located:

2916 Utah Avenue South
Seattle, WA 98134

Contact:

Interface Booking & Management
Brian DeWaide, Site Manager
P: 206.583.7186
E: brian@interfaceSeattle.com

Terms and Conditions

This EVENT SERVICES AGREEMENT, which includes the Terms and Conditions, Rental Contract, and Insurance Certificates (collectively, the "Agreement") is made and entered into on the date set forth herein by and between, _____ a Washington [Circle One: resident / company / corporation / non-profit] (THE CLIENT), and WITHIN SODO, LLC, a Washington limited liability company; d/b/a "WithinSodo" and is effective henceforth from the earliest date herein.

NOW THEREFORE, it is hereby understood and agreed that all Services will be provided to Client pursuant to the terms of this Agreement in accordance to the specifications set forth herein. Any nonconformity to such by Client, notwithstanding any oral agreements to the contrary, may amount to breach of this Agreement resulting in loss of any right to claim return of Damage Deposit and may arise to other liability.

1. EVENT SERVICES.

1.1 Availability. WithinSodo and its services are generally available 24 hours a day, 7 days a week, unless previously booked or otherwise reserved for use by Owner.

1.2 Event Period. The Event Period is 10 hours unless otherwise specifically agreed upon in writing. Any use, prior to or beyond, the Event Period shall be subject to an additional rate of \$100 per hour.

1.3 Amenities. WithinSodo event rentals may include:

"The Ballroom," -1,600 Sq. Ft.

Includes:

Full Kitchen & Bar

Unisex restroom facility

"The Lounge," -1,600 Sq. Ft.

Includes:

A/V System & Projector Screen

Unisex restroom facility

"The Deck," -3000 Sq. Ft. Roof Deck

Includes:

Open-air and covered outdoor seating

Integrated audio system

Satellite Bar

Gas fireplace

Other Building Amenities

Rotating featured artist displays

DJ / Band Port into A/V System

Wi-Fi

2. PAYMENT

2.1 Rental Fee. Fees may be paid by cash, check to "WithinSodo", or Paypal (subject to a 4% transaction fee). All WithinSodo Event Periods include setup and break-down time. Any use

of WithinSodo outside the Event Period, as stated in section 1.2, is subject to an additional fee of \$100 per hour. Rental rates may be found on the Rental Contract p. 9.

2.2 Payments. A \$500 Damage Deposit along with Fifty percent (50%) of the total Rental Fee shall be due upon the date this Agreement is signed to confirm reservations. All remaining payments (including taxes, etc.) must be made in full either before or the day of Client's event period BEFORE the event period commences.

2.3 Late Payments. If Client does not pay in full (100% of balance due) no later than the day of the commencement of the Event Period, then Client must pay a late penalty (20% of any outstanding balance as agreed upon in the Rental Contract). WithinSodo will not guarantee availability of event space if Client does not make all payments due in accordance with this Agreement.

2.4 Cancellations. Event cancellations occurring earlier than 60 days prior to the event period will forfeit their \$500 Damage Deposit and will be refunded their Rental Fee down payment. All event payments are nonrefundable for cancellations occurring 60 or fewer days prior to Event Period.

3. DAMAGE DEPOSIT, CLEANING, & OTHER FEES.

3.1 Damage Deposit. Client agrees to pay five hundred dollars (\$500.00) to serve as a Damage Deposit due upon the date this Agreement is signed. Any damages or additional fees owed by Client to WithinSodo may be deducted from the Damage Deposit. Any deductions for damages, losses, or extra cleaning will be determined at WithinSodo's sole discretion and any charges will be documented for Client by invoice. If costs for extraordinary cleaning or repair exceed \$500, Client's Generally Liability Insurance coverage may be subject to a claim, or Client may become personally liable.

3.1.2 Triggering Events. Potentially damaging fasteners (e.g. heavy gauge nails, staples, or screws) may not be used to hang signs or other materials on walls, ceiling, or floors. No confetti, glitter, or potpourri is allowed. All candles must be in containers that will catch wax and keep flame enclosed. Any such prohibited practices may be subject to drawing upon Client's Damage Deposit. No vendors or exhibits may be placed outside WithinSodo without prior written approval. All furniture must be replaced to the same position it was originally found. If a staff employee is required to assist in set-up or tear-town of excessive set up, a labor fee will be assessed at a rate of \$50 per hour.

3.2 Cleaning Fee. A mandatory cleaning fee will be charged for any use of WithinSodo; \$250 for use of one room or two rooms, \$350 for the entire building. An additional fee of \$150 may be charged to Client, at Manager's discretion, for leaving the premises in extraordinarily dirty condition. A 9.5% sales tax will be added to all cleaning fees.

3.2.1 Trash Removal. Leave no trace. All trash & recycling must be separated and deposited into the trash & recycling dumpsters in the back alley. All trash removal must be performed by Client or Caterer. Client is subject to the "Extraordinarily Dirty" fee, as stated above, for any trash left anywhere else on the premises.

4. THIRD PARTIES

4.1 Catering. WithinSodo requires that all catered events be only with fully licensed and insured caterer. IN NO CASE SHALL WITHINSODO NOR ANY OF ITS AFFILIATE PARTIES BE HELD RESPONSIBLE FOR ANY FOOD OR FOOD PREPARATION RELATED LIABILITIES BY EITHER THE CLIENT OR GUESTS OF THE CLIENT.

4.1.2 Caterer Requirements: All caterers must:

- a) Maintain clean food service areas;
- b) Dispose of all trash and recycling;
- c) Clean all areas used for food preparation and service;
- d) Be present for the duration of the event and may not leave before signing off with a WithinSodo Staff Member;
- e) Maintain a General Liability Insurance Policy naming Within Sodo, LLC DBA: WithinSodo as "Additional Insured" and "Certificate Holder" of no less than one million dollars (\$1,000,000.00) through the duration of the event,
- f) If alcohol is to be served by a Caterer, they must obtain a Banquet Permit for the event and obtain an additional one million dollars (\$1,000,000.00) in liquor liability insurance valid through the duration of the event with Chosen Development, LLC DBA: WithinSodo named as "Additional Insured" and "Certificate Holder." The certificate must be provided to WithinSodo along with the signed contract no later than 30 days prior to the event.

4.2 Vendors. Certificates of Insurance are also required for any vendors on premises (wineries, décor companies, etc.). Within Sodo, LLC DBA: WithinSodo must be named as "Additional Insured" and "Certificate Holder" for any such vendor certificates 30 days prior to the event. The certificate must be provided to WithinSodo no later than 30 days prior to the event.

4.3 Outside Rentals. All outside rentals must be delivered and picked up during the Event Period. Deliveries or pickups outside of the Event Period are subject to additional fees. WithinSodo assumes no liability for any loss or damage to items left in the facility before or after the Event Period.

4.4 Music Performances. Live musical performances (e.g. DJ, band, etc.), must perform sound checks no earlier than 5pm during the Event Period. Volume levels shall not exceed a 'reasonable level' as determined by WithinSodo management. All live music shall cease no more than 10 minutes after the bar's last call, and no less than 20 minute before the event's agreed upon ending time. WithinSodo reserves the right to discontinue live performances if these expectations are not met.

5. OTHER TERMS AND CONDITIONS.

5.1 Alcoholic Beverages. If alcohol is to be served, Client's General Liability Insurance Policy or the Caterer's General Liability Insurance Policy must include one million dollars (\$1,000,000.00) of liquor liability coverage with Within Sodo, LLC DBA: WithinSodo named as "Additional Insured" and "Certificate Holder".

5.1.2 Banquet Permit. If alcoholic beverages will be served, the caterer or Client is required to obtain a Banquet Permit for the event. If alcoholic beverages will be served by an on premise Caterer, then the Caterer is required to have a Liquor License, as well as maintain the required liquor liability insurance described within section 4.1.2(f). The Liquor License and the Banquet Permit must be posted in a conspicuous place (kitchen) during the event.

5.1.3 Consumption of Alcohol. In accordance with state liquor laws, all beverages and glassware must remain inside the WithinSodo facility. Alcohol shall not be served to persons under the age of 21 under any circumstance. WithinSodo reserves the right to terminate the event immediately upon discovery that any minor individuals are consuming alcohol, or alcohol is being consumed outside of the premises. WithinSodo retains the right to ask a guest to leave if they appear over-served or are disruptive or dangerous.

5.1.4 Sales/Service of Alcohol. Alcohol sales are not permitted unless approved in writing by the Owner of WithinSodo and correct permitting is provided 30 days in advance of the event. Liquor Licenses or Banquet Permits from the Washington State Liquor Control Board are required for any event where alcoholic beverages are served. One-time Liquor Licenses must cover the entire event period (e.g. if your event goes past 12am, 2-day coverage is required). Licenses and permits must be conspicuously posted at all times during the event. ALL ALCOHOL SERVERS MUST BE LICENSED BY THE STATE OF WASHINGTON to serve liquor and abide by the State of Washington's rules and regulations regarding serving alcohol. Licensed servers are responsible for ceasing service to guests who have had too much to drink. Client's event SHALL CEASE SERVING alcohol 1 hour before the close of the event or at 1:30am whichever comes first.

5.2 Smoking. Guests may use the outside areas to smoke. However, all beverages and glassware must remain inside the facility. Client is responsible for ensuring all cigarette butts are properly disposed of in trash receptacles.

5.3 Compliance with laws. Client, guests, and third parties must comply with all Federal United States laws and regulations, those of the State of Washington, all Seattle Municipal Ordinances, and all lawful orders of police and fire departments, and will not violate any such laws, ordinance, rules, or orders while on the WithinSodo premises. If unlawful activities occur on WithinSodo premises, Client's Event shall be closed immediately without refund.

5.4 Security. WithinSodo reserves the right to require security for any group. Security will be hired by WithinSodo to Client's expense at a rate of \$25 per hour. Estimated security charges will be provided, but actual security charges will be billed after event's completion. Security charges shall be determined as of 15 minutes prior to the event and upon 15 minutes after the event's close.

5.5 Admissions. Client acknowledges that WithinSodo does not provide any tickets or assistance with any cover charges to Client's event. If Client decides to charge invitees for admission to the Event, Client agrees to comply with all laws related to such activity, including without limitation, registration for and payment of City of Seattle admission tax. Client will also provide WithinSodo with a current copy of its Seattle Business License prior to engaging

in any ticketing or cover charge activity. Client agrees to indemnify WithinSodo for any claim related or pertaining to charging admission or ticketing violations.

6. INSURANCE. Client agrees to meet the following minimum insurance requirements:

- a) Minimum \$1,000,000.00 General Liability Insurance.

6.1 Insurance Certificate Requirements

- a) Name of Insured: The name of the insured must be the SAME name as the Client and equipment user of record;
b) Within Sodo LLC DBA WithinSodo must be named "Additional Insured" and "Certificate Holder". Depreciation value coverage is not acceptable;
c) The certificate date must be current through the entire Event Period; and
d) The policy must include a description of the dates, operations, location, vehicles, and any special items covered.

All Insurance certificates and contracts must be submitted no later than ten (10) days prior any client event. Client's event may be subject to cancellation if certificates are not timely submitted.

7. RESPONSIBILITIES.

7.1 Client to Provide:

- (a) Client assumes full responsibility for the conduct of guests; members, and third parties hired to provide services;
(b) Client shall monitor bathrooms;
(c) Client shall provide bussing services for any catered event;
(d) Client shall assure that floors remain free of spills of any kind;
(e) Client is solely responsible for setting up and removing all event decorations and outside equipment;
(f) Client shall remove all trash, or otherwise appropriately dispose of refuse; and
(g) Client shall provide all appropriate certificates, permits, and licenses.
(h) Client shall, on the evening of the event, identify a representative for WithinSodo Manager to communicate with throughout the Event Period in the event that Client is unavailable. Representative will have read and understood this Agreement in order to support and / or satisfy the responsibilities set forth herein.

7.2 WithinSodo to Provide: During your entire event, a WithinSodo Manager will be onsite for any assistance necessary including:

- (a) Any unforeseen issues that may arise;
(b) Monitoring overtime, cleaning, etc;
(c) Answering any Client questions; and
(d) Addressing facility requests (e.g. climate control, providing access to cleaning supplies, space management, etc.).

Manager is not responsible for event setup or teardown, nor for supervising delivery or pick-up of property not belonging to WithinSodo.

7.2.1 Enforcement. The manager will be enforcing WithinSodo rules and regulations.

IF THESE TERMS AND CONDITIONS ARE BREACHED AT ANY TIME DURING THE EVENT, THE WITHINSODO MANAGER WILL WARN CLIENT. IF CLIENT FAILS TO COMPLY WITH THE WITHINSODO MANAGER'S WARNING, CLIENT'S EVENT MAY BE SUBJECT TO TERMINATION.

8. INDEMNIFICATION. For the purposes of this agreement, Client hereby assumes all risk of damage to any and all property placed in WithinSodo or for injury to event attendees in or about the facility. Client agrees to be responsible for Client's guests as Invitees of Client during the agreed to Event Period. Client assumes the entire responsibility and liability for, the defense of and specifically agrees to indemnify and hold harmless WithinSodo, its respective partners, limited partners, members, owners, joint ventures, agents, employees and/or managers (hereinafter collectively "Indemnitees") and to hold the Indemnitees harmless from and against any and all claims, suits, damages, liabilities, fines, professional fees, including reasonable attorneys' fees, costs, expenses and disbursements arising out of or resulting from any act undertaken or committed by Client or any contractors hired or engaged by the Client in connection with performance of Client's obligations under this Agreement. Client further agrees to defend, indemnify and hold harmless WithinSodo from any liability resulting from any claim, suit or cause of action, which may be asserted by third parties arising out of Client's performance of its obligations pursuant to this agreement, except those actions which are due to the sole negligence of WithinSodo.

8.1 Non-Performance. WithinSodo shall not be liable for non-performance of this contract when such non-performance is attributable to labor troubles, disputes or strikes, accidents, government (federal, state and municipal) regulations and/or restrictions upon travel or transportations, availability of food and/or beverage, riots, national emergencies, Acts of God, weather, and other causes whether enumerated herein or not, which are beyond the reasonable control of and prevent or interfere with the performance of WithinSodo.

9. EXECUTION OF THIS AGREEMENT. This Agreement shall not be effective or binding upon Client unless and until it is signed by both parties.

IN WITNESS WHEREOF, Client and WithinSodo, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives, and intend it to be effective as of the date below.

CLIENT NAME:

WithinSodo
2916 Utah Avenue South
Seattle, WA 98134

Address:

BY:

BY:

(Authorized Signature)

(Authorized Signature)

NAME:

NAME:

(Print or Type Name of Signatory)

(Print or Type Name of Signatory)

DATE:

DATE:

(Execution Date)

(Execution Date)

Rental Contract

Please fill out both pages in their entirety:

Client Name: _____

Event Name: _____

Event Period

Start Time: _____ Date: _____ (including set-up) through

End Time: _____ Date: _____ (including tear-down / load-out)

Total Estimated Rental Hours: _____

Cost of WithinSodo accommodations:

_____ *Mandatory Damage Deposit \$500 (Refundable)

_____ Ballroom Rental (Kitchen + Bar) \$900

_____ Lounge Rental (includes A/V) \$750

_____ Roof Deck Rental \$900

_____ 1-Hour Overtime \$100

Overtime fees accrue every hour, by one (1) hour the Event continues beyond the Event Period including, but not limited to event overtime, storage, etc.

_____ 1 or 2 Room Cleaning Fee \$250

_____ Full Building Cleaning Fee \$350

_____ Additional Security \$25/hr.

Total Estimated Rental Charges: _____

billing name: _____

address: _____

city, state & zip: _____

contact name: _____

phone: _____

fax: _____ email: _____

Please sign, date, and return the entire agreement, including this page, the Terms and Conditions page, and the Rental Contract (collectively "The Agreement") to WithinSodo, Checks may be made payable to "WithinSodo". WithinSodo will not reserve your date until all signed documents are received along with the \$500 Refundable Damage Deposit and 50% of the total Rental Fee.

I agree to the above rates and conditions of this Agreement. By signing this form I agree that I am responsible to pay and be held liable for these items and associated fees. Any extra event services or overtime hours that have not been billed prior to my event will be billed following the event; payment for which shall be due 5 business days after the event. Any damages made to the above listed items will be taken out of my Cleaning & Damage Deposit.

Client Signature: _____ Date: _____

Name (please print): _____

Insurance Certificates

Please present this to your caterer and/or insurance agency to ensure that all items are completed correctly. Insurance coverage is required from both Client and caterer.

Insured:

The name of the insured must be the same name as the Client and equipment User of Record.

Type of Insurance needed:

- General Liability — Commercial General Liability
- Minimum \$1,000,000 Liability Insurance with WithinSodo named “Additional Insured” and “Certificate Holder”.
- Auto Liability – if you are planning on renting trucks or generators
- Liquor Liability – if alcohol is to be served during the event (\$1,000,000)

Date(s) of Coverage

- Must be current through the entire Event Period

Limits

- General policy aggregate of no less than \$1,000,000.00
- The dollar limit for rented equipment coverage needs to be at least equal to the value of the equipment being rented. A package value can be provided if needed.

Please identify “Additional Insured” and “Certificate Holder” as:

Within Sodo, LLC DBA: WithinSodo
2916 Utah Ave S
Seattle, WA 98134