

## Standard Venue Rental Agreement

This agreement sets the standard terms for customer rental imposed by the renting Venue Provider. By reserving and renting this venue, the purchasing customer agrees to these stipulations and rules of conduct:

- As a renter, I am only receiving a license for the agreed upon venue space which may be limited to the rental time that has been reserved and paid for. The Venue Provider may restrict your access to the premises for any reason immediately before and after your rental time has started and expired.
- I must not act in a manner that, in the Venue Provider's sole discretion, does or is likely to adversely affect the peaceful operation of the premises.
- I will not use the premises for illegal purposes or in any manner that could tarnish the reputation of the Venue Provider or their premises.
- I will not tamper with, borrow, or remove any property kept on the premises.
- I agree to pay a \$25 cleaning fee for any trash or damage to the premises.
- I will not cause or permit any hazardous substance to be used, stored, generated, released or disposed of on or in the premises.
- I understand that I must maintain my rental area and the common areas of the premises in a neat, clean and in a sanitary condition.
- I will be held solely responsible for the agreed upon rental area, including any common areas. I will be held accountable for any injury or damages sustained during the duration of the rental and occupancy on the premises.
- I will be held liable for any guest, invitee, or visitor actions on the premises.
- Any signs, symbols, or other objects displayed on the premises must be approved by the Venue Provider, and must be removed immediately following the duration the reservation.

This is a Class B commercial building committed to green policies and low prices. As a result, we avoid using unnecessary HVAC. Typically, our location in central SD and the bright windows allow a temperate climate. However, we will adjust HVAC as needed on hot or cold days.

Neither eVenues, Inc. nor the Venue Provider, nor their respective agents shall be liable for, and Renter agrees to defend and hold eVenues, Inc., and the Venue Provider and their respective agents harmless from, any claim, action and/or judgment for damages to property or injury to persons suffered or alleged to be suffered on the Premises by any person, firm or corporation.

Renter shall indemnify, defend and hold eVenues, Inc., and the Venue Provider harmless from and against all loss, cost and expense, including attorney's fees, arising from any act, omissions of negligence of Licensee or its officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors in or about the Property. The foregoing provisions shall not be construed to make Renter responsible for loss, damage, liability or expense resulting from injuries to third parties caused solely by the gross negligence or intentional misconduct of eVenues, Inc., nor the Venue Provider or their officers, contractors, licensees, agents, employees of other tenant of the Property. To the fullest extent permitted by applicable law (i) Renter specifically and expressly waives any immunity it may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, and any similar federal, state or local laws, ordinances or regulations, and (ii) Renter's indemnity obligations under this lease shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under any applicable Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts, ordinances or regulations. The parties have specifically negotiated and mutually agreed upon the provisions of this paragraph.

*\*This Agreement may reference sections from the eVenues.com Terms of Service document. If there is a discrepancy between the two documents, the more restrictive term(s) shall prevail.*