

Quincy's

Tenant Lounge Reservation Agreement

INSTRUCTIONS: Please carefully read the Rental Information & Checklist, Rules and Regulations, Use Agreement Terms and Conditions, and Fee Schedule sections before completing this application. Incomplete applications will not constitute a final reservation.

USER INFORMATION	
Tenant Company Name:	Suite #:
Tenant Contact Name:	Tenant Contact Phone:
Tenant Contact Email	Tenant Contact Mobile:

EVENT INFORMATION	
Event Name:	Number of Attendees:
Event Date:	Time Period of Event:
Event Description:	Set-Up Time (after 3PM only):
COI's Must be Provided for all Vendors which may include: Rentals, Musicians, Catering, Entertainment, etc.	Caterer:
Additional notes for the Event:	

# Of Security Guards (if any):	Additional Janitorial Services Requested: Y / N
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CANCELLATION POLICY: Owner reserves the right to charge a cancellation fee to the Tenant on their next rent statement if Quincy's Tenant Lounge is reserved and not used. The cancellation fee will be charged at the rate of 50% of the cost of the event. This fee can be avoided if the Office of the Building is notified of the cancellation at least 72 business hours prior to the scheduled event date and time. All outstanding balances must be paid before further use of the Quincy's Tenant Lounge is granted. If a reservation is cancelled, the Tenant reserving the amenity agrees to pay all charges for which the Building Owner is liable to third parties (i.e. caterers, equipment supplies, etc.). _____ (initial to acknowledge)

I have reviewed the Checklist on page 3. _____ (initial to acknowledge)

***RESERVATION FEE: \$500.00** _____ (initial to acknowledge)

**All reservations are subject to additional fees, including but not limited to: Security, Janitorial and Cancellations*

The undersigned acknowledges that he or she and any guests attending the Event must adhere to the Agreement and attached Rental Information & Checklist (Exhibit A), Use Agreement Terms and Conditions (Exhibit B), Quincy's Tenant Lounge Rules and Regulations (Exhibit C) and Quincy's Tenant Lounge Insurance Requirements (Exhibit D) [all of which exhibits are incorporated as part of this Agreement]. This Agreement shall inure to the benefit of, and be binding upon, (i) Tenant, and its permitted successors or assigns under its lease at the Building, and (ii) Building Owner (and, if assigned to and assumed by any successor owner of the Building, then such assignee, as successor "Building Owner" hereunder).

Printed Name: _____ Title: _____

User Signature: _____ Date: _____

Building Representative in Receipt of Agreement: _____ Date: _____

EXHIBIT A – RENTAL INFORMATION & CHECKLIST

The Quincy's Tenant Lounge is located on the 2nd floor of the 550 W Adams Building. This amenity is available for private rental to *building Tenants only*, from **3:00 p.m. – 9:00 p.m.**, Monday – Friday.

Quincy's Tenant Lounge has a maximum occupancy of **97 persons**. Furnishings include table seating, lounge areas, center bar with a sink, ice machine and refrigerator, televisions and wireless services. Existing furniture and / or equipment may not be moved or relocated during an event, and User is responsible for any damage done to said items.

Tenants may have food and refreshments catered in the spaces by a vendor of their choice. Tenants are responsible for notifying the Office of the Building if any outside vendors will be used, and any such vendors will be subject to approval by the Office of the Building. Prior to an event, a certificate of insurance must be submitted for any and all outside vendors. Liquor Liability / Dram Shop insurance is required if liquor will be served during an event. Please see the attached page for event vendor insurance requirements.

Please ensure that your catering vendor includes a coat rack for your guests' coats (if applicable).

A fee of \$500.00 is assessed to the Tenant's monthly billing statement for each day the Quincy's Tenant Lounge is used. Additional cleaning charges may apply for events that require extensive cleaning and / or trash removal after the Event. In order to confirm a reservation, a completed Reservation Application and Reservation Agreement must be submitted to and accepted in writing by the Management Office at least (10) business days prior to the requested reservation date.

If a reservation is cancelled, the User agrees to pay all charges for which the Building Owner is liable to third parties as applicable (i.e. caterers, equipment suppliers, etc.) and a cancellation fee, based on the amount of advance notice of cancellation given (see cancellation policy on page 1 for details).

The Quincy's Tenant Lounge will be cleaned at the end of each day; however, it is the Tenant's responsibility to remove all trash and debris after their rental time. Any items left behind at the end of the rental time, may, at Building Owner's election, be discarded. If more than standard cleaning is required, as determined by building management, all charges will be the responsibility of the User.

Checklist:

- The Agreement Form has been FULLY completed and submitted to the Office of the Building along with **full rental payment of \$500.**
- Certificates of Insurance have been provided to the Office of the Building for ALL Catering, Rentals, Entertainment, Vendors, etc.
- Freight and Dock reservations for all deliveries have been arranged with the Office of the Building.
- Trash removal has been arranged with the caterer and/or the Office of the Building (*additional fees may apply).
- As needed, Security has been arranged for your event through the Office of the Building.
- Reminders for your Event (please see Exhibit C for a full list of regulations):
 - Access and Use of the Quincy's Tenant Lounge is exclusive to Occupants of 550 W Adams
 - All users must be at least eighteen (18) years of age
 - Smoking is prohibited

EXHIBIT B – USE AGREEMENT TERMS AND CONDITIONS

Formation of Agreement

As a stipulation of the Quincy's Tenant Lounge Terms & Conditions, only Tenants of 550 W Adams, and not individual persons, may reserve the Quincy's Tenant Lounge. By making a Quincy's Tenant Lounge reservation which is subsequently confirmed by the Building Owner, the Tenant for whom the reservation is made (the "User") will agree to pay the price quoted and for services ordered from the Building Owner in connection with the reservation, subject to the Cancellation Policy (see page 1) and authorizes the Building Owner to charge such amounts to the User's monthly billing statement. Additional charges for cleaning and security will be the responsibility of the User. Additional cleaning charges may also apply for large events that require extensive cleaning and/or multiple trash removals. Such additional services will be billed through the User's monthly billing statement. Any local taxes applicable in addition to amounts quoted shall be paid by the User.

Use of Quincy's Tenant Lounge

A confirmed application, completed agreement and payment of all charges gives the User the right to use the Quincy's Tenant Lounge on the date and during the time reserved, subject to these Terms and Conditions. The User assumes full responsibility for the conduct of all persons in attendance at the event (including outside invitees) and for all damage done to Quincy's Tenant Lounge or to any part of the building and property in which the Quincy's Tenant Lounge is located by any such persons or any other person entering the building or property in connection with the use of Quincy's Tenant Lounge by the User. The right to use the Quincy's Tenant Lounge is "personal" to the User and its employees and invitees. If the User will host invitees from outside of the Building, **a guest list must be submitted to the Management Office at least seventy-two (72) business hours prior to the reservation. The total number of guests may not, at any point, exceed 97 persons in Quincy's Tenant Lounge, which is the maximum occupancy.** Upon check-in with Security, all registered guests of the User will be issued visitor badges which must be retained throughout the duration of their stay. The User will use Quincy's Tenant Lounge only in compliance with all applicable laws, codes, Building Rules and Regulations and Quincy's Tenant Lounge Rules and Regulations (see attached). Use of Quincy's Tenant Lounge may be denied or terminated if the User is in breach of any of these Terms and Conditions or Quincy's Tenant Lounge and Regulations. The User agrees to return Quincy's Tenant Lounge and all furniture and equipment in the same condition and state of repair as existed prior to the User's use.

Acceptance of Quincy's Tenant Lounge

The User acknowledges and agrees that it is using Quincy's Tenant Lounge at its sole risk, that it will accept the same "as is" with all faults and flaws, that it will inspect Quincy's Tenant Lounge for hazardous or dangerous conditions immediately prior to its use and will immediately notify the Office of the Building of any hazardous or dangerous conditions that are discovered, and that it will use Quincy's Tenant Lounge in full compliance with the terms and conditions of any written procedures and regulations provided to the User. Neither the Building Owner nor the Property Manager makes any representations or warranties, either express or implied, with respect to the condition of Quincy's Tenant Lounge or its fitness or suitability for the User's use, including but not limited to any warranties of merchantability or habitability or fitness for a particular purpose. The User acknowledges that it has not relied on any such representations or warranties. All personal property of the User and its invitees shall be there at the sole risk of the User and its invitees. Neither the Building Owner nor the Property Manager shall be liable for any loss of or damage to personal property.

Suspension of Performance

Performance of this Agreement by the Building Owner is contingent upon the ability of the Building Owner to perform the same, and is subject to failure of equipment, the performance of repairs, improvements or alterations, shortages of staff, equipment or materials, strikes, casualties, acts of God, war, civil disturbances, and other causes beyond the reasonable control of the Building Owner.

Liabilities and Damages

To the extent permitted by law, the User, for itself and its agents, successors, insurers, affiliated and related companies, and assigns, and each of their agents and employees and invitees (all of the foregoing, "Affiliates"), hereby releases and forever discharges the Building Owner, the Property Manager, and all agents, employees, and direct or indirect owners or affiliates of the Building Owner and/or the Property Manager, and each of them (collectively the "Building Ownership Parties"), from any and all claims, demands, losses, costs, expenses or other liabilities of whatever nature (including attorneys' fees and other fees, costs, and expenses), at law, in equity or otherwise, arising out of or related in any manner to the condition of the Lobby Lounge, including any latent defects, or the use of the Quincy's Tenant Lounge by the User or any of the User's Affiliates or any of their respective invitees, or otherwise relating in any way to this Agreement (all of the foregoing, "Claims"), including any and all Claims related to personal injury or property damage occurring at or about the Quincy's Tenant Lounge. The User and its Affiliates shall jointly and severally indemnify, defend, and hold harmless the Building Ownership Parties from and against any and all Claims made against or otherwise incurred by any of the Building Ownership Parties, in any way related to, or resulting from, this Agreement or the use of the Quincy's Tenant Lounge by the User or any of the User's Affiliates or other invitees, all to the fullest extent permitted by law. This paragraph shall expressly survive use of Quincy's Tenant Lounge and payment for such use for the longest period permitted by law.

If the Building Owner so requests prior to the User's use of Quincy's Tenant Lounge, the User shall provide evidence that it carries commercial general liability insurance in an amount satisfactory to the Building Owner and insuring the indemnity agreement contained in this Agreement. The Building Owner may require that it be named as an additional insured with respect to such insurance.

The liability of the Building Owner under this Agreement shall be limited to its interest in the Building in which Quincy's Tenant Lounge is located. User, for itself and its other Affiliates, hereby waives any claims in connection with this Agreement or Quincy's Tenant Lounge for punitive, consequential, or exemplary damages or for loss of income, profits, or savings. In addition, to the extent permitted by law, in no event shall the liability, if any, of the Building Ownership Parties to the User and its Affiliates in connection with use of the Quincy's Tenant Lounge or under this Agreement exceed the amounts paid to the Building Owner under this Agreement.

General Provisions

The right of the User to use Quincy's Tenant Lounge is a license, and there will be no leasehold or tenancy. Building Owner and Managing Agent each reserve the right to cancel the license at any time in the event either such party determines that the particular use of Quincy's Tenant Lounge by any User (or its invitees) is resulting in an adverse effect on Building operations, or is otherwise creating an emergency situation, or is prohibited by any applicable laws, rules or regulations affecting the Building. The User will pay any expenses, including reasonable attorneys' fees, which the Building Owner incurs in enforcing this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provisions. This Agreement constitutes the entire agreement of the parties with respect to Quincy's Tenant Lounge and Claims and may not be modified except in writing signed by both parties.

Authority

The person who has entered into this Agreement on behalf of any corporation or other entity which is the User represents that he or she has full authority to enter into this Agreement and bind the User to it. For all purposes of this Agreement, any consent, approval or other undertaking of the "Building Owner" or the "Office of the Building" hereunder may be given or taken by the owner of the Building, as "Building Owner", or by the property manager of the Building, as "Property Manager" and agent on behalf of the Building Owner.

EXHIBIT C – QUINCY’S TENANT LOUNGE RULES & REGULATIONS

1. **Description of Quincy’s Tenant Lounge** – Quincy’s Tenant Lounge is located on the 2nd Floor of 550 W Adams. Quincy’s Tenant Lounge has a 97 person maximum occupancy. Quincy’s Tenant Lounge is an amenity to the Building and shall be governed by the Quincy’s Tenant Lounge Rules and Regulations contained herein.
2. **Conditions of Access and Use**
 - 2.1. Access to and Use of the Quincy’s Tenant Lounge is exclusive to Occupants of 550 W Adams and must be employed by a Tenant with a current leased office or retail space. Premises located at 550 W Adams in Chicago, Illinois. Should Occupant’s employment at 550 W Adams cease for any reason, access and permission to use the Lounge will terminate immediately.
 - 2.2. Access to and use of Quincy’s Tenant Lounge is open to any Tenant’s employee without regard to race, sex, ethnic background or religion. **All users must be at least eighteen (18) years of age.**
 - 2.3. Access to and use of Quincy’s Tenant Lounge shall, at all times, be subject to any and all rules and regulations now existing or hereafter promulgated by Building Owner or its Managing Agent.
 - 2.4. Owner or its Managing Agent may elect to revoke access and the use of the amenity (including cable TV, golf simulator and Wi-Fi) at any time at its sole discretion.
 - 2.5. All Governing Laws, Codes, and General Building Rules and Regulations shall apply to Quincy’s Tenant Lounge.
 - 2.6. No event held in Quincy’s Tenant Lounge may be used in order to generate income or profit for tenant, and use is strictly limited to events incidental to tenant’s business (e.g., a party for employees) or be of a personal nature (e.g., retirements, business anniversary parties, etc.).
 - 2.7. Quincy’s Tenant Lounge shall not be used for any event honoring, featuring or raising funds for any public official, political organization or other entity that has a political or partisan characterization.
 - 2.8. User may not use the Quincy’s Tenant Lounge if an uncured default exists under its lease in the Building.
 - 2.9. The Office of the Building reserves the right to impose a reasonable limitation on the number of events which a Tenant may hold within any one (1) month or within any twelve (12) month period.
3. **No Guests** – Regular access to the Quincy’s Tenant Lounge is provided to Occupants of 550 W Adams, only. Occupants shall not be entitled to bring any guest into the Quincy’s Tenant Lounge or lend their access card to any person. Access and Usage rights may be permanently revoked by Building Owner or its Managing Agent if Occupant is found violating this provision.
4. **Quincy’s Tenant Lounge Hours** – The Quincy’s Tenant Lounge will be open during the following times:
 - Monday – Friday: 6:00 a.m. to 9:00 p.m. On certain days where a Tenant has reserved the Lounge, the reserved area(s) will close at 3:00 p.m.
 - Saturday: 8:00 a.m. – 1:00 p.m.
 - Sunday: Closed
 - Building Holidays: ClosedQuincy’s Tenant Lounge may be reserved after-hours for a fee. Only Tenants of 550 W Adams may reserve Quincy’s Tenant Lounge; individual Occupants may not request reservations. Tenants should contact the Office of the Building for additional information and reservation request forms.
5. **Occupant’s Property** – Occupant acknowledges that Wi-Fi, televisions, other equipment, furniture, seating, bar area, cabinets and countertops are provided for the convenience of the Occupants only. Building Owner or its Managing Agent shall not be liable for the disappearance, loss, theft, or damage to or of any Occupant’s personal property. Any property of Occupant

remaining in the Quincy's Tenant Lounge, after Occupant leaves, will be taken to the Office of the Building. Any personal property left in the Lost and Found for more than fourteen (14) days after found shall be deemed abandoned by Occupant.

6. **Involuntary Termination** – Building Owner or its Managing Agent reserve the right to terminate or suspend, for such period of time as Building Owner or its Managing Agent shall deem appropriate, any privileges of the Occupant as a result of failure to comply with any provision the Quincy's Tenant Lounge Rules and Regulations or for any other actions that are in any way detrimental to the best interest of the operations of Quincy's Tenant Lounge or its use by other Occupants. Access and Use may be terminated or suspended verbally with subsequent written notification to employer of Occupant.
7. **General Rules (7.1-7.10) & Event Rules (7.11-7.24)**
 - 7.1. Quincy's Tenant Lounge is available to all building Occupants on a first-come, first-served basis.
 - 7.2. To keep Quincy's Tenant Lounge clean and free of debris, every Occupant must clean up after his or her self. All trash shall be placed in the garbage or recycling containers provided by the Building. Failure to do so may result in revocation of usage rights by Owner or Owner's Manager.
 - 7.3. Cable TV is provided as a courtesy service as part of Quincy's Tenant Lounge Amenity. Occupants may contact the Managing Agent with any special television programming requests. Managing Agent cannot guarantee accommodation but will consider the request if appropriate. Building Owner or its Managing Agent shall not be liable for any service outages as it relates to Cable stations.
 - 7.4. Furniture located within Quincy's Tenant Lounge is provided as a courtesy as part of the Quincy's Tenant Lounge Amenity. Furniture, equipment and any supplies may not be moved, removed, or relocated for any reason.
 - 7.5. Wireless Internet is provided as a courtesy service as part of the Quincy's Tenant Lounge Amenity. In order to provide quality Internet service to everyone utilizing the Lounge, Occupants shall not "stream" or download large files. The wireless Internet service provided within the Quincy's Tenant Lounge is for simple Internet "surfing" and email. Downloading illegal or inappropriate content as determined by Building Owner or its Managing Agent is strictly prohibited. Access and Usage rights may be permanently revoked by Building Owner or its Managing Agent if Occupant is found violating this provision. Furthermore, Building Owner or its Managing Agent shall not be liable for any service outages as it relates to wireless Internet.
 - 7.6. Quincy's Tenant Lounge is not to be used for sleeping.
 - 7.7. Quincy's Tenant Lounge is not to be used as secondary conference room.
 - 7.8. Quincy's Tenant Lounge is not meant to be a substitution for officing and should not be used as such.
 - 7.9. Professional Courtesy to Others – Because Quincy's Tenant Lounge is open to ALL tenants of 550 W Adams, all users are expected to act in a professional manner and show professional courtesy to other users by acting and speaking in a low voice. Any person not exhibiting professional and courteous behavior will be asked to leave by building security.
 - 7.10. Smoking is strictly prohibited at all times.
 - 7.11. Tenant is responsible for obtaining all necessary and appropriate permits and licenses from each vendor relating to the event and providing copies of each item to the Office of the Building.
 - 7.12. Tenant is responsible for complying with all requirements of law relating to such Event.
 - 7.13. One to three Security Guard(s) may be required at the discretion of Office of the Building and will be an additional cost to the user.
 - 7.14. All events must be concluded by 9:00 pm and will be strictly enforced.
 - 7.15. Guests must use elevators designated by the Office of the Building.
 - 7.16. Entrance for Event will be limited to the main entrance; however, all building entrances must remain unobstructed at all times.
 - 7.17. The Service Elevator doors are to be closed at all times.
 - 7.18. Guests must stay within designated area only.
 - 7.19. Tenants are responsible for keeping guests orderly at all times.

- 7.20. No individuals under the age of eighteen (18) shall be permitted on the Quincy's Tenant Lounge.
- 7.21. The Quincy's Tenant Lounge shall not be used for any offensive purpose.
- 7.22. No signage, decorations, frames, etc. shall penetrate the floors, walls, planters or any other permanent fixtures of Quincy's Tenant Lounge.
- 7.23. Users will protect Quincy's Tenant Lounge furniture from scratches beyond normal wear and tear, and are prohibited to rearrange or remove the furniture.
- 7.24. No open flames shall be permitted (other than properly supervised chafing dishes).
8. **Additional Insurance** – Owner may require different or additional insurance, depending on the nature of the use or if alcohol will be present. All indemnification, insurance, limitations on liability and waiver of subrogation provisions set forth in Tenant's lease shall be applicable to both the event and Tenant's use of Quincy's Tenant Lounge, as if the same was a portion of Tenant's leased premises.
9. **Catering and Vendors** – Users may have food and refreshments catered in the space(s) by a vendor of their choice but are responsible for notifying the Office of the Building if any outside vendors will be used. All such vendors will be subject to approval by the Office of the Building prior to an event and a certificate of insurance must be submitted for any and all outside vendors. **Liquor Liability / Dram Shop insurance is required if liquor will be served during an event. Please see the Exhibit D for event vendor insurance requirements.**
10. **Loading and Unloading** – The loading dock is accessible until 6pm, after which a 4-hour Security Guard charge will be incurred. All dock and freight elevator reservations must be confirmed in advance with the Office of the Building and Certificates of Insurance must be provided for each Vendor entering/leaving the dock and freight elevator areas.
11. **Additions and Modifications to Rules and Regulations** – Building Owner and Managing Agent expressly reserve the right to add to, or modify, these rules and regulations, all of which shall be binding upon each Tenant and its respective invitees and other Occupants upon delivery of such additions or modifications to the respective Tenant.

EXHIBIT D – QUINCY’S TENANT LOUNGE INSURANCE REQUIREMENTS

- I. The Service Contractor shall provide the following minimum insurance coverage:
 - A. Commercial General Liability
 - i. Combined Single Limit - \$1,000,000 per occurrence and annual aggregate per location.
 - ii. Such insurance shall be broad form and include, but not be limited to, contractual liability, independent contractor's liability, products and completed operations liability, and personal injury liability. A combination of primary and excess policies may be utilized. Policies shall be primary and noncontributory.
 - B. Worker's Compensation - Statutory Limits
 - C. Employer's Liability
 - i. With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit; \$1,000,000 bodily injury each employee.
 - D. Commercial Automobile Liability
 - i. Combined Single Limit - \$1,000,000 per accident.
 - ii. Such insurance shall cover injury (or death) and property damage arising out of the Ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.
- II. Property Insurance
 - i. All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Property by the Service Contractor.
- III. Crime Insurance / Fidelity Bond
 - i. Service Contractor is responsible for loss to Owner and third party property/assets and shall maintain Fidelity Bond or comprehensive crime insurance coverage for the dishonest acts of its employees in a minimum amount of \$1,000,000. Service Contractor shall name Owner as Loss Payee with respect to the comprehensive crime insurance coverage.
- IV. Errors and Omissions Liability (applicable for Uninterrupted Power Source (UPS) services and/or work only)
 - i. Service Contractor shall provide Liability limits of at least \$5,000,000 per claim and \$5,000,000 in the aggregate. The retroactive insurance date of such insurance shall be no later than the commencement date of the contract. Such insurance shall be provided for two years beyond the completion of the work.
- V. Policies described in Sections I.A. and I.D. above shall include the following as additional insured, including their officers, directors and employees. Additional Insured endorsements CG 20 10 10 01 and CG 20 37 10 01A or their equivalent shall be utilized for the policy(ies) described in Section I.A. above. Please note that the spelling of these parties must be exactly correct or the Contract Duties will not be allowed to commence.
 - A. **Jones Lang LaSalle Americas (Illinois), L.P.**
 - B. **GLL BVK West Adams, L.P.**
 - C. **Landesbank Hessen-Thüringen Girozentrale**
 - D. **GLL BVK W. Adams GP, Inc.**
- VI. Service Contractor waives any and all rights of subrogation with respect to its commercial property and workers' compensation liability insurance policies against the parties identified above in Paragraph II.
- VII. All policies will be written by companies licensed to do business in the State of Illinois and which have a rating by Best's Key Rating Guide not less than "A-/VIII".
- VIII. Service Contractor shall furnish Certificate(s) of Insurance evidencing the above coverage, except property insurance under I.E. Original Certificate(s) of Insurance must be provided before Service Contractor commences Contract Duties or Contract Duties will not be allowed to commence.
- IX. Certificate(s) of Insurance relating to policies required under this Agreement shall contain one of the following two provisions:
 - i. "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days' written notice to the Certificate Holder."
 - ii. OR:
 - iii. "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."
- X. The following should be named as the Certificate Holder:

GLL BVK West Adams, L.P.
c/o Jones Lang LaSalle Americas (Illinois), L.P.
550 West Adams Street, Suite 220
Chicago, Illinois 60661