

CONFERENCE ROOM TERMS OF USE

This Terms of Use License and Waiver is dated this ____ day of _____, 20____ between PPF OFF 100 CAMBRIDGEPARK DRIVE, LLC, PPF OFF 125 CAMBRIDGEPARK DRIVE, LCC, AND PPF OFF 150 CAMBRIDGEPARK DRIVE, LLC (Owner) and _____(Licensee).

The parties hereto intending to be legally bound hereby, covenant with each other as follows.

Owner agrees the Licensee may use the Elevate Conference Center (the “Licensed Area”) on the date(s) and times listed below for the purposes of the Licensee’s Event (the “Event”).

Start Date	Start Time	End Date	End Time

The Licensee agrees that it will comply with the following policies and regulations and incur costs as noted below during its use of the Licensed Area.

I. General Access & Usage

- a. The Licensed Area is exclusive to tenants of 100, 125, and 150 CambridgePark Drive and their guests.
- b. All reservations must be made by the Licensee’s approved contact via one of these two modules:
 - i. The reservations tab on the tenant portal at <http://cambridgeparkdrive.info/toc.cfm>
 - ii. Emailing your reservation details to ElevateMA@lfrep.com
- c. Reservation Form must be filled out by all Licensees.
- d. Guests under the age of 18 must be accompanied by an adult.
- e. Solicitation is prohibited.



- f. Licensor will provide adequate restroom facilities to attendees using the Licensed Area, provide adequate clean-up of the Licensed Area and will return the Licensed Area to the original condition upon completion of the Event.
- g. Licensee shall be responsible for the arrangement, receipt, and return of any deliveries and/or equipment used during the Event. Any items left behind in the Licensed Area will be disposed of and the tenants will be subject to the Cleaning Fee as mentioned in section 2.a of these terms.
- h. The parking lot, sidewalks, grounds, and/or walls shall not be penetrated for the use of any equipment used for the Event.

II. Costs

Licensee agrees to pay all fees associated with using the Licensed Area for their Event as listed below:

- a. Conference Center Reservation Pricing:
 - i. Half Day (4 hours or less): \$300
 - ii. Full Day (4 – 8 hours): \$600
 - iii. Extended Reservation (8+ hours): \$800 per day
- b. Overnight Fee: \$50 per night
 - i. This fee is applicable only to reservations which require access to the Licensed Area after 7:00 pm and before 6:00 am.
- c. Cleaning Fee: \$50
 - i. This fee will be applied to any reservation if upon the return of the room there are any messes or foreign items left behind to be disposed of that are not inside of the provided trash and recycling bins provided at either end of the Credenza.
- d. Cancellation Fee: \$50
 - i. This fee will be applied according to terms as mentioned in Section 6.a of these terms
- e. HVAC Fee: \$95 per hour, 4 hours minimum
 - i. This fee will only be applied to reservations needing HVAC between 6:00 pm and 7:00 am on weekdays, and anytime on weekends. For more details, please see section 5.b of these terms.

III. Furniture

- a. Conference tables and chairs are provided as a courtesy for your event.



- b. The Credenza and Mini-Fridge provided are not to be used for the storage of any items belonging to the Licensee outside of the hours of the Event. Owner holds the right to dispose of any and all materials left behind upon the end of the Event. This will result in a Cleaning Fee, as mentioned in section 2.c of these terms.
- c. Licensee will not touch the overhead projectors installed in the ceiling. If there are any issues with the image, the Licensee agrees to contact Owner so that all issues may be worked out in a timely fashion.
- d. Licensee will be provided with an HDMI cable to connect to the provided Audio-Visual Equipment. Licensee agrees to return all equipment provided in the same condition as it was provided.
- e. Furniture may not be relocated or removed. Please do not stand on or place your feet on the furniture. Our Elevate Team will be happy to assist the furniture configuration for your event.
- f. Furniture is not to be used for laying down or sleeping.
- g. Our Tenant Portal will indicate whether the Licensed Area is available.
- h. Digital signage will be used to display meeting information.
- i. Please ensure that all food and beverages are disposed properly in the trash and recycling receptacles located at either end of the Credenza. There may be an additional cleaning fee, as stated in section 2.a, which may be applicable if there are any items left behind on or in any of the furniture.

IV. Additional Services

- a. If you would like assistance planning your Event, the on-site Elevate Team would be happy to help. Please contact our team at ElevateMA@lfrep.com.

V. Hours of Operation

- a. The Licensed Area is available for reservation to tenants 24 Hours a day, 7 days a week.
- b. Reservations taking place on Saturdays and Sundays will require coordinating with building security and with our building facilities team. Please see Section 2.e for additional HVAC charges.
- c. Any reservation requiring overnight access to the space is subject to the overnight fee mentioned in section 2.b.



VI. Cancellations

- a. For event cancellations, please cancel your reservation on the Tenant Portal or notify the Elevate Team at ElevateMA@lfrep.com.
- b. Cancellations that are not received 72 hours prior to the event will be subject to a cancellation fee as mentioned in section 2.d of these terms.

VII. Security

- a. Owner, Building Management, and Building Security will not be responsible for any personal items left in the Licensed Area. All personal property must be removed at the conclusion of the event.
- b. For Events including visitors who are not tenants of 100, 125, or 150 CambridgePark Drive, please provide a list of guests to Building Security via the Tenant Portal 24 hours prior to the event.
- c. The Licensee shall have all employees and attendees of the Event park in a designated location as directed by Owner and Building Security
- d. The Licensee will be responsible for providing security personnel during the hours of the Event, if necessary, for good order and control of attendees or traffic, but in no event shall the flow of traffic around the Licensed Area be impeded.

VIII. Liability

- a. Licensees requesting use of the Licensed Area are responsible for any damage to the physical space, equipment, and for the return of all equipment provided. All indemnification, insurance, limitations on a liability, and waiver subrogation provisions set forth in Tenant's lease shall be applicable to both the event and Tenant's use of the Licensed Area, as if the same was a portion of Tenant's leased premises.

IX. Insurance

- a. All Licensees must agree, at its sole cost, to carry and keep in full force and effect during the Event an occurrence-based commercial general liability policy with a single limit \$1,000,000, including contractual liability, broad form property damage and host liquor liability. This is needed only if the Licensee plans to serve alcoholic beverages. The Owner and its designated agent are to be named as additional insureds for the Event. A Certificate of Insurance showing



that these requirements have been met must be received by Owner's agent five days before the date of the Event. If an acceptable Certificate of Insurance is not received by Owner's agent, Owner shall deny Licensee access and use of the Licensed Area upon the date scheduled for such Event.

- b. Owner may require different or additional insurance, depending on the nature of the use and if alcohol will be present. All vendors are required to provide a Certificate of Insurance based on the building's Insurance Requirements.
 - c. Using an established catering company or bar service is highly recommended to ensure proper and safe alcohol consumption during the duration of the event.
- X. **Food & Beverage**
- a. Food and Beverage can be catered through a vendor of your choice. The on-site Elevate Team will be happy to assist with catering recommendations. Food and Beverage must remain in the Licensed Area and should not be taken into the building or offsite.
 - b. For the safety of all guests, building ownership and management strictly adheres to local and federal laws and regulations regarding the serving of alcoholic beverages. Alcoholic beverages cannot be served, consumed, or sold to anyone under the age of 21.
 - c. Beer and wine is permitted during events. For all events serving hard alcohol, Licensee is required to hire a professional catering or bar service with the proper Insurance Requirements. The on-site Elevate Team is available to assist with preferred catering/bar service vendors.
 - d. Please ensure that all food and beverages are disposed properly in the trash receptacles. There may be an additional fee for cleaning costs, as mentioned in section 2.a, which may be applicable if there are food related items left behind on or in any of the furniture.
- XI. **Music & Entertainment**
- a. Upon request of the Elevate Team and/or building management, Licensee may be approved for music and/or entertainment.
 - b. All music and/ or entertainment must not exceed past 7:00 PM, per the neighborhood noise ordinance. For more information on this ordinance please visit the City of Cambridge's website at www.cambridgema.gov/services/noiseordinanceinformation.

XII. **Terms**

ELEVATE

150 CambridgePark Drive, Suite 204
Cambridge, MA 02140

- a. The Owner reserves the right, at any time, to deny reservations to any tenant or group who abuse these rules and regulations.
- b. Damage resulting from abuse or misuse of the Licensed Area will be billed to the Licensee. Owner reserves the right to cancel any reservation or change assignments as circumstances may dictate.
- c. The Owner reserves the right to add or modify any of the Conference Room Terms of Use at any time.

AGREED AND ACCEPTED:

Owner:
PFF OFF 100 CAMBRIDGEPARK DRIVE,
LLC, PFF OFF 125 CAMBRIDGEPARK DRIVE,
LLC, PFF OFF 150 CAMBRIDGEPARK
DRIVE, LLC

Licensee:

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

