

The undersigned ("User") hereby requests the use of the Conference Room as follows:

Date requested: _____ **Hours of use requested:** from _____ to _____

Purpose: _____

FEE SCHEDULE: User agrees to pay \$120.00 per 8 hours (or fraction thereof), plus an additional overstay fee of \$20.00 for each hour or fraction thereof that User stays past its expiration time. Non-tenants must provide a security deposit of \$100.00. Refunds are not issued for unused hours. In the case of tenants, fees will be considered additional rent to be billed under their lease. For non-tenants, rental must be paid 1 day prior to reservation date, with checks made payable to Douglas Emmett 1998, LLC ("Landlord"). User shall be responsible for any Sales tax imposed on any fees. User agrees to pay a cancellation fee of \$50.00 if it cancels less than 24 hours prior to the reserved time. Building Management may cancel this reservation at any time, in which case all monies paid will be refunded.

LEGAL RESPONSIBILITIES. As a consideration for the right and privilege of being permitted access to the Conference Room, and if applicable, facilities and equipment, User acknowledges and agrees to comply with all the rules and regulations governing the use of the Conference Room. User is responsible for any loss or damage to any person or property related to the use by it or its guests of the Conference Room, adjoining facilities, building common areas or building exterior or grounds. This includes all damages to the Building, Landlord and its employees, agents, affiliates or tenants, or any third parties, as well as to equipment, fixtures, surfaces, including the ceiling, floors and floor finishes, or any other property. Landlord and its employees, agents and affiliates are not responsible or liable for the safety of User or its guests or for items belonging to User or its guests that are lost, stolen, or damaged.

RELEASE. USER AND ITS GUESTS (AS USER'S PERMITTED INVITEES) RELEASE AND FOREVER DISCHARGE 100 WILSHIRE, DOUGLAS EMMETT 1998, LLC, DOUGLAS EMMETT MANAGEMENT, LLC, AND THEIR MEMBERS, MANAGERS, AGENTS, EMPLOYEES AND OTHER REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, AND LIABILITIES WHATSOEVER ARISING OR RESULTING DIRECTLY OR INDIRECTLY FROM ANY USE OF THE CONFERENCE ROOM, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE, MEDICAL EXPENSES, LOSS OF SERVICES. THIS WAIVER AND RELEASE IS INTENDED TO AND DOES RELEASE SUCH PERSONS FROM ANY AND ALL LIABILITY FOR DAMAGES OR INJURIES ON ACCOUNT OF OR IN ANY WAY RELATED TO OR GROWING OUT OF NEGLIGENCE OF ANY PERSON, INCLUDING BUT NOT LIMITED TO NEGLIGENCE IN THE CONSTRUCTION, MAINTENANCE AND UPKEEP OF THE CONFERENCE ROOM AND ITS EQUIPMENT, NEGLIGENCE IN TRAINING OR SUPERVISION, OR LACK OF SECURITY OR VIOLATION OF THE SAFE PLACE STATUTE. THIS IS NOT INTENDED TO RELEASE THE NAMED PARTIES FROM ANY LIABILITY RESULTING FROM THEIR INTENTIONAL CONDUCT. THIS WAIVER IS INTENDED TO BE AS BROAD AND AS INCLUSIVE AS PERMITTED BY LAW AND IF ANY PORTION IS HELD INVALID, THE REMAINDER OF THE WAIVER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

INDEMNITY. User hereby voluntarily agrees to protect, indemnify, defend, save and hold harmless each of the persons released above from any and all claims, liabilities, damages or right of action directly or indirectly arising out of the use of the Conference Room or the activities of User and its guests except to the extent caused by that indemnified party's willful misconduct.

The provisions set forth on this page may only be changed by a writing signed by both parties. In executing this Application and Agreement, User is not relying on any other promises or agreements by any party.

Employee Name:		Employee Signature:	
Tenant:		Suite No.:	
Tenant Authorized Person:	Signature:	Date:	
	Type/print name and title:		

This is not valid until countersigned here by Landlord:

By: _____

If you have any questions, please contact the Office of the Building:
Phone: 310-319-0100 Fax: 310-319-0105 Email: 100wilshire@douglasemmett.com
100 Wilshire Boulevard, Suite 290, Santa Monica, CA 90401

Conference Room Regulations

User is responsible to assure that it and its guests comply with all of the following:

1. **Compliance with Rules.** User agrees that it and its guests will comply with all of the Building's Rules and Regulations (which are available from the Office of the Building), as well as any other reasonable directives imposed by Building Management with respect to the Conference Room.
2. **Condition of Room.** Nothing shall be attached to the walls, ceiling, or any fixtures. At the end of the rental period, the Conference Room must be clean, neat and orderly. All used paper, plasticware, bottles and cans must be placed in trash receptacles. If tables and chairs have been rearranged, they must be returned to their original positions. If these conditions are not met, User must pay a Room Clean-up Fee of \$50.00 or the actual cost of cleaning, whichever is higher. User assumes responsibility for any damage to the room and contents of equipment used and will promptly pay for any necessary repairs or replacement. User must report any damage to the Building Management immediately.
3. **Uses.** User and its guests may only use the Conference Room, as well as common and public areas such as the restrooms, and only for approved purposes. User will supervise the use of the Conference Room at all times, assumes responsibility for all actions of its guests and shall allow no unlawful, loud or disruptive activities. No gambling or alcohol use of any type is allowed. The Building is a smoke free facility; smoking is allowed only in designated outdoor smoking areas. Music for the purpose of entertainment or dancing may be permitted only with prior written approval from Building Management.
4. **No Overnight Use.** No items brought in for use during the meeting shall be left overnight.
5. **Equipment.** User shall keep any equipment supplied by the Building clean and free from damage, and immediately report any problems to Building Management. User may bring its own equipment or order from an outside vendor, but assumes the risk of compatibility. If User intends to use outside equipment, User must provide the name of the company that will be delivering that equipment not less than two days before the event and is responsible for arranging set-up and dismantling within the hours of the User's rental period.
6. **Food.** User may order from an approved caterer list or may bring in food. A coffee pot is available (coffee is not provided).

These rules and regulations may be changed by Building Management at any times on notice to User. Building Management will have full power to interpret, amend and enforce all of these policies, and User agrees to comply with all reasonable directives of Building Management. Any matters not specifically covered in this agreement shall be subject solely to the discretion of Building Management.

Failure of User or its guests to comply with any applicable rules or directives may subject User to liability for any damages and result in immediate cessation of the right to use the Conference Room without any refund of the fees paid.