

VENUE RESERVATION AND LICENSE AGREEMENT

1. Limited Use of Premises for Event. Owner hereby grants User the right to use that portion of the real property located at 17331 Vashon Highway SW, Vashon, WA 98070, described in Section 1.1 below, and depicted on Exhibit A (“Event Premises”), for the sole purpose of the Event, on the terms and conditions of this Agreement. This Agreement shall govern User’s use and occupancy of the Event Premises for the Event and any future events or activities User conducts on the Event Premises.

1.1 User shall have the right to use the entirety of the Event Premises depicted on Exhibit A, including the 28-foot by 25-foot event room, the entrances and exits which open into or out of the event room, the adjoining equipment and chair closets, the adjoining hall, cubbies and rest rooms and the Breakroom. *User’s guests and invitees may use the previously described Event Premises but may not use the Breakroom.*

1.2 User shall also have the right to a booking account allowing User to reserve time slots within a 90-day booking window through the online booking system. Users with a booking account may create a One-Time Booking (a single instance of an Event) or a Limited-Series Booking (a repeating event with a specific number of sessions with an end date) within the 90-day booking window.

1.3 Users wishing to create a Continuous Booking (a repeating event without a specific number of sessions or an end date) must obtain additional approval, beyond this License Agreement, from Owner, to extend the repeating event beyond the initial 90-day period. A User wishing to create a Continuous Booking shall notify Owner immediately after creating their initial booking within the default 90-day booking window and, *at Owner’s discretion and if feasible*, Owner may extend User’s event over an additional 90-day period. Also, at Owner’s discretion and if feasible, but no later than 2 months in advance of the last date of the repeating event, Owner may offer to extend User’s repeating event over an additional 180-day period. If User fails to respond to Owner’s offer within 30 days the option to extend shall lapse.

2. License Term. User shall have the right to occupy the Event Premises on the dates and time slots reserved by User, and approved by Owner, subject to the Terms and Conditions attached hereto and incorporated by reference herein. If User books more than one time slot, the License Term shall cover each of the reserved time slots.

2.1 Users are encouraged to end their events fifteen (15) minutes before the end of their reserved time slot to allow for the next user to move into the Event Premises. There will be a sharp cutoff at the end of the reserved time slot where User and User’s guests are expected to immediately vacate the Event Premises.

3. Maximum Guest Limit. As required by King County, the maximum number of guests allowed on the Event Premises at one time is forty-nine (49) ("Maximum Guest Limit"). User shall be solely responsible for ensuring the Maximum Guest Limit is not exceeded. In the event the

Maximum Guest Limit is exceeded, Owner shall have the right to enter the Event Premises and enforce said limit.

4. Permitted Use. The Premises shall be used only for providing activities related to health and wellness, including but not limited to, meditation, exercise, addiction recovery, music, yoga, nutrition, breath work, sound healing, dance, physical therapy, and stress management, subject to applicable zoning and other laws, and for no other purpose without the prior written consent of Owner (the “Permitted Use”).
5. Nonrefundable Venue License Fee. User shall provide Owner with a valid credit card prior to reserving the Event Premises. Owner, with no further notice to User, will charge User’s credit card a fee in the amount of \$32/hour for use of the Event Premises (“License Fee”). A discounted License Fee in the amount of \$20/hour will be charged to User’s credit card if User qualifies as a charitable organization according to Section 501(c)(3) of the Internal Revenue Code or if User offers a sliding-scale rate to those attending User’s events. The License Fee will be charged to User’s credit card within the 72-hour window prior to each date and time User has reserved the Event Premises.

To illustrate, if User, a charitable organization, reserves the Event Premises for 1 hour on July 4th and 2 hours on July 13th, User’s credit card will be charged \$20 between July 1st and July 4th, and \$40 between July 10th and July 13th.

Once charged to User’s credit card, the License Fee is non-refundable unless the reserved time slot was canceled by Owner due to government regulations or advisory, disaster, fire, accident, or other casualty, epidemic or similar cause.

Events which are part of a Continuous Booking and which are canceled due to User’s illness or injury *are* refundable.

6. Access Code. User will be provided with an access code to enter the Event Premises. User will not share this code with any other person without prior written agreement by the Owner.
7. Substance-Free Facility. The Event Premises are a substance-free facility. No alcohol, cannabis, or illegal drugs of any kind are allowed in any part of the facility, including the break room. Any guests violating the substance restrictions may be asked to leave the premises by the event staff and Owner.
8. Fire/Smoke-Free Facility. The Event Premises are a fire-free and smoke-free facility. No smoking in any restroom. If smoking materials are discarded in planters, sidewalks or grounds, an extra cleanup charge will be imposed. There is no open flame or frying allowed on the Event Premises or any cooking that will create a large amount of smoke. The Event Premises contains highly flammable materials that could cause a fire if lit. Because of this, candles and incense are prohibited. Any guests violating the fire and smoking restrictions may be asked to leave the Event Premises by the event staff and Owner.

8.1 Licensed acupuncturists wishing to utilize moxibustion must obtain prior written consent from Owner. Consent is not guaranteed.

9. Pet/Animal-Free Facility. The Event Premises are a pet-free and animal-free facility. No pets (other than registered service animals) are permitted on the Premises.
10. Sound Levels and Noise. In consideration of the building lessors and neighbors, Users and their guests agree to maintain reasonable sound levels in the Event Premises, with lower volumes on weekdays between 8am and 5pm and every night after 10pm. User and their guests agree to abide by the King County Noise Code for rural residential areas and limit all noise emitted to amounts allowed by applicable laws, rules, and regulations.
11. Condition of Event Premises. The Event Premises have been inspected by User and are accepted in their present condition.
12. Removal of Personal Property. At the expiration of the License Term, User shall surrender possession of the Event Premises in a safe and clean condition. Prior to the expiration of the License Term, User shall remove all garbage and personal property brought onto the Event Premises by User or User's guests or invitees, including any licensed equipment.
13. Responsibility for Damage Caused by User. User shall inform Owner of any damage to the Event Premises caused by User, or User's guests and invitees, and agrees to reimburse Owner for that damage. User is responsible to pay for such damages regardless of insurance coverage for such damage. If User has additional Event bookings remaining under this License, Owner may terminate this License.
14. Supervision of Minors. All persons under the age of 18 must be under adult supervision at all times while on the Event Premises. Special care should be taken in supervising minors.
15. Waiver; Release of Liability. User hereby fully and forever waives, releases, and discharges Owner from any and all claims, liabilities, losses, damages, expenses, and causes of action whatsoever arising out of User's or User's guests' or invitees' use of the Event Premises under this Agreement, except for any injury or damages arising out of gross negligence or intentional misconduct of Owner.
16. Indemnity. User shall indemnify, defend and hold Owner harmless from and against all claims, liabilities, losses, damages, expenses, and causes of action whatsoever (including, without limitation, attorneys' fees) imposed upon or incurred by Owner arising out of User's or User's guests' or invitees' use of the Event Premises under this Agreement, except to the extent of any injury or damage arising out of gross negligence or intentional misconduct of Owner.
17. Factors Outside of Owner's Control. Owner shall not be liable for any damage or loss caused by factors outside of Owner's control, such as power outages or internet slowdowns.
18. Force Majeure. Time periods for either party's performance under any provisions of this License (excluding payment of the License Fee) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.

19. Harassment & Discrimination. Any harassment or discrimination by User, User's guests, invitees, or agents against any individual is strictly prohibited.
20. Benefits and Burdens. The release of liability and indemnification in this Agreement is binding upon User and User's guests, invitees, heirs, administrators, executors and personal representatives.
21. Severability. In case any one or more of the provisions, or portions of provisions, of this Agreement shall be deemed by any legal authority to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, or portions of provisions contained herein shall not be in any way affected or impaired thereby.
22. Compliance with Laws and Regulations. User agrees to comply with all applicable Federal, State and local laws, statutes and ordinances, including but not limited to any applicable requirement to follow all COVID 19 or other illness/pandemic related gathering restrictions and mask and social distancing requirements, and all rules, regulations and special instructions reasonably issued by Owner (collectively, "Rules") and will use his or her best efforts to ensure that all persons attending the Event also comply with such Rules. User will not maintain anything that may be dangerous to health or permit any objectionable noise or odor on the Event Premises or permit anything to be done which will tend to create a nuisance.
23. Assignment. User may not assign or transfer User's rights under this Agreement.
24. Modification. No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by the parties.
25. Termination of License. Upon the occurrence of a breach of any of the provisions in this Agreement, Owner may immediately terminate User's license. This right of termination is available even if User has reserved multiple time slots. Additionally, if User cancels more than 25% of the events offered as part of their Continuous Booking, Owner may, at Owner's discretion, terminate any of the remaining events scheduled as part of that Continuous Booking.
26. Opportunity to Review / Terms and Conditions. By executing this Agreement, the undersigned parties warrant and represent they have had an opportunity to review, and after such review or opportunity to review, have read and fully understood all terms and conditions pertaining to this Agreement, and such terms and conditions are incorporated herein.

EXHIBIT A

