343 Sansome Roof Garden

Event Rules and Regulations

- 1. All Rules and Regulations in the Lease apply to events held at the Rooftop Garden whether they are mentioned below or not.
- 2. Arrangements for Tenant Events must be made with the Building Management Office at least two weeks in advance, and approval is solely at the Landlord's discretion.
- 3. Tenant must sign Landlord's License Agreement at least one week prior to the event.
- 4. Certificates of insurance naming entity names as required by the Insurance Requirements for all tenant vendors (including, but not limited to, caterers, delivery companies, etc.) must be received by the Building Management Office 48 hours prior to the event. If alcohol is being served, the caterer must provide proof of Liquor Liability insurance. Tenant must add Liquor Liability Insurance to their policy and provide a copy of the addendum to the Building Management Office three business days prior to the event.
- 5. Maximum Occupancy shall not exceed 267 at any time during the event.
- 6. Decorations are not permitted to be hung over railings or to be affixed on the building. All decorations must be removed and the area must be returned to its pre-event condition by 8:00 AM the next day for evening events.
- 7. As the Rooftop Garden is a building common area, a portion of the garden including fixed tables must remain open for the use of individual building occupants and their customers at all times.
- 8. Rooftop Garden furniture is affixed to the patio and may not be moved from its existing location.
- 9. Smoking is prohibited except in designated smoking area.
- 10. Cooking, barbecuing, or any open flames are prohibited. Heating, heat lamps, burners are all prohibited.
- 11. Amplified live music is not permitted. All music must be kept to a volume so that it does not travel beyond the event area and does not disturb adjacent tenants or neighboring buildings.
- 12. Tenant is responsible for the cost of any repairs to building furnishings, fixtures, equipment or other property (including plant material) damaged in the course of the event.
- 13. Landlord reserves the right to shut down the event due to activities that, in the sole judgment of Landlord's representative, may detract from the continued proper operation of the building.
- 14. All indemnification obligations of Tenant contained in its Lease shall apply to such event and Tenant's insurance coverage shall apply to the premises as though it was contained in the Lease.
- 15. Licensee will keep the Location and surrounding areas, and Licensee's Property at the Location, in a neat, clean and attractive manner, free of any trash or debris originating from the Location or resulting from Licensee's activities. No boxes, trash, back-up stock or personal items will be visible to Licensee's customers at any time. Licensee will not place any substance or object on the floor in or around the Location that might cause the floor to become slippery or otherwise hazardous. Licensee will not permit any noise, music, odor, or other nuisance at the Location that would annoy other occupants of the Project or members of the public.
- 16. Licensee must obtain prior approval of any tables, booths, or other Licensee's Property that Licensee intends to place in the Location. Licensee will not place (a) any of Licensee's Property outside the Location or on any fixture in the Project or (b) any tape on the floor or Project fixture. Unless expressly approved in writing by Manager, Licensee will not permit any table, chair or other equipment lacking rubber or soft vinyl bases at its floor contact points to be placed on the floor except on vinyl or rubber mats or carpets.

Initial _____

Roof Garden Rules and Regulations Page -2-

- 17. Any utilities supplied to Licensee by Owner will be subject to a reasonable usage fee. A maximum of 4.0 watts connected electrical load (or such lesser amount as may be safely provided by the existing electrical circuit[s] and facilities serving the Location) will be allowed. Licensee will cover any exposed electrical cords with a carpet strip taped down with silver or gray duct tape.
- 18. Building Management Office does not provide, loan, or distribute any equipment and or items for the event. Licensee is responsible for all equipment/items associated with the event as well as delivery and pick up of all equipment/items used for the purpose of the event.
- 19. Rules and regulations can be amended by any time by the Landlord and/or the Building Management Office.

Initial _____