

WESTCHASE PARK AMENITY CONFERENCE CENTER
USAGE AGREEMENT

This Agreement is made as of the __day of__, by and between Transwestern as managing agent for Columbia TX Westchase Park Office Properties, LLC and Columbia TX Westchase II Office Properties, LLC (“**Owner**”) and _____ (“**User**”).

OWNER AND USER AGREE TO THE FOLLOWING:

1. **Term of this Agreement.** This non-transferable Agreement shall have a term commencing on but not before a date agreed upon by Owner and User and shall not change without prior written consent of Owner.
2. **Scheduling.** Use of the meeting room is on a first come first serve basis and shall be scheduled at minimum 24 hours in advance.
3. **Business Hours.** Business hours are from 8:00 a.m. to 5:30 p.m., Monday through Friday.
4. **Deposits, Application and Usage Fees.** Deposits and usage fees applicable based on the type of event if necessary. Deposits shall be held in earnest until the Owner has approved the condition of the facility based on a detailed walk through after the completion of the event. The usage fee will be deposited two (2) business days prior to the event.
5. **Cancellations/Termination.** Scheduled events must be cancelled two (2) business days prior to the event.
6. **Limitations on Use.** The User will not permit attendees in excess of the number permitted by applicable City of Houston building and fire codes. The maximum capacity for the Amenity Conference Center is (135) occupants depending furniture layout. Owner may impose reasonable time restrictions on events limiting late hours or holiday use.
7. **Acceptance of Premises.** The User accepts the premises in the condition in which they are received at the beginning of the commencement of this usage agreement and agrees to maintain the premises in the same condition in which they were received not including a reasonable amount of normal wear and tear by which the circumstances of said event would produce/cause.
8. **Insurance requirements.** User shall secure and maintain during the term of this Agreement insurance coverage as follows: Commercial General Liability insurance, including coverage for Premises and Operation, Contractual Liability, Personal Injury Liability, Products/Completed Operation Liability, and Host Liquor Liability, in an amount not less than one million dollars (\$1,000,000.00) per occurrence and written on a form satisfactory to the Owner. User will provide, prior to its first use of the AMENITY BUILDING CONFERENCE CENTER, proof of insurance as required above, and that the Columbia TX Westchase Park Office Properties, LLC, Columbia TX Westchase II Office Properties, LLC, Clarion Partners and Transwestern are each named as an additional insured on the policy. Please see attached sample certificate of insurance.
9. **Caterers and others.** User must submit for approval at the time it schedules any event, the name and contact information of each and all proposed caterers, entertainment groups and other third parties who will provide services at such event, together with confirmation that such third parties have appropriate permits, licenses and insurance coverage, all as reasonably required by Owner. All such caterers, entertainment groups and other third parties must be acceptable to Owner.
10. **Alcoholic Beverages.** Alcoholic beverages are permitted as long as User provides an onsite

security officer at one (1) per one hundred thirty five (135) people and a certificate of insurance from retained security company. Security officer must be staged on the 1st floor. No alcoholic beverages are permitted to leave the 1st floor of the Amenity Building for any reason.

11. **Storage.** No items may be stored for more than one hour before set up and no items may be stored for any amount of time after the scheduled event has ended.
12. **Parking.** Guests of User are permitted to use parking garage or structure belonging to Owner.
13. **User Security.** Events scheduled in the Amenity Building Conference Center may require User provided security appropriate to the time, number of attendees expected, and other relevant factors upon review by Owner. Security plans must be submitted for Owner approval three (3) days before the event. User is solely responsible for security at its events.
14. **Owner Security.** Owner Building Security requires sign-in/sign-out at the front desk, as a procedure, and is not intended to provide security for the conferencing center.

OWNER SHALL NOT BE OBLIGATED TO PROVIDE AT ANY TIME, WHETHER DURING BUSINESS HOURS OR NON-BUSINESS HOURS, ANY SECURITY WHATSOEVER FOR THE AMENITY BUILDING.

15. **Indemnity.** THE USER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD COLUMBIA TX WESTCHASE PARK OFFICE PROPERTIES, LLC, COLUMBIA TX WESTCHASE II OFFICE PROPERTIES, LLC, CLARION PARTNERS AND TRANSWESTERN, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COURT COSTS, RESULTING FROM OR ARISING IN CONNECTION WITH ANY LOSS, COST OR EXPENSE INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF LIFE, PERSONAL INJURY OR DAMAGE TO PERSONAL PROPERTY ARISING FROM OR OUT OF ANY ASPECT OF THIS AGREEMENT, THE USE OF THE AMENITY BUILDING CONFERENCE CENTER, THE CONDITION OF THE BUILDING, ITS PARKING LOTS AND AREAS AND THE AMENITY BUILDING CONFERENCE CENTER, OR FROM ANY ACT OR OMISSION BY THE USER OR ITS, OFFICERS, EMPLOYEES, AGENTS, CATERERS, INVITEES OR OTHER PARTICIPANTS OR ATTENDEES AT ANY USER'S EVENTS, IN EACH CASE RESULTING FROM THE USE OF THE AMENITY BUILDING CONFERENCE CENTER AS CONTEMPLATED BY THIS AGREEMENT.

WESTCHASE PARK I & II CONFERENCE CENTER RULES AND REGULATIONS:

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls of the Building shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.
2. The Amenity Building is a smoke free facility. User is responsible for directing guest to smoking area outside building.
3. Signage is permitted only during set up of the event and while the event is in progress. Interior signs on doors and directory tables, if any, shall have good aesthetic taste of size, color, and style. No sign, advertisement, object, notice or other lettering shall be exhibited, or affixed on any part of the outside or inside of the Building by Users of the Amenity Conference Center without the prior consent of Owner.
4. No User shall bring, or permit to be brought in any flammable, combustible, explosive, or hazardous fluid, material, chemical or substance in or about the premises belonging to Owner.
5. No User shall cause or permit any unusual or objectionable odors to emanate from the premises demised under this Agreement.
6. Only service animals may be permitted into the building.
7. Only painters tape, no tacks or nails may be used on the walls.
8. No candles or open flame of any kind may be used.
9. Conference room User should make certain all attendees are acquainted with fire exits and general safety measures are practiced at all times.
10. No confetti, glitter, silly string or any substance that may prove difficult to remove from carpet may be permitted.
11. Corridor doors, when not in use shall be kept closed.
12. No tampering or adjusting the Audio Visual equipment. User is responsible for connection of the
13. ANY cable.
14. Each User before leaving shall see that all entrance doors are locked.
15. Popcorn, Cotton Candy machines and machines alike may be permitted with the approval of Owner.
16. Premises shall not be used, or permitted to be used, for lodging or sleeping, or for any immoral or illegal purposes.
17. Canvassing, soliciting and peddling in the building are prohibited and each User shall cooperate in seeking their prevention.

18. There shall not be used in the Building, either by User or User vendor or their agents, in the delivery or receipt of merchandise, freight, or other matter, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards and such other safeguards as Owner may require.

19. Absolutely no loitering.

By signing this User application and Agreement the User agrees to assume the responsibility and legal liability for the above described event, and to abide by all the rules and guidelines set forth in this agreement The User agrees to indemnify and hold harmless Columbia TX Westchase Park Offices, LLC, Columbia TX Westchase II Office Properties, LLC, Clarion Partners and Transwestern from any and all claims for bodily injury or property damage that may arise out of this usage agreement. Failure to comply with any of the aforementioned rules will result in the forfeiture of the Users security deposit.

Signature of User: _____ Date: _____

Printed Name: _____