

# GREENHOUSE LOFT

## GHL EVENTS, LLC VENUE AND EVENT SERVICES AGREEMENT

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Please fill out the fields and e-mail completed agreement to: [spencer@greenhouseloft.com](mailto:spencer@greenhouseloft.com)

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# GREENHOUSE LOFT

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## VENUE AND EVENT SERVICES AGREEMENT

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This Venue and Event Services Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between  
GHL Events, LLC, an Illinois limited liability company (“GHL Events, LLC”), and

\_\_\_\_\_ (“Client” OR collectively “Client” [if more than one person named])

for the use of the Greenhouse Loft event space located at 2545 W. Diversey, Chicago, Illinois 60647 (the “Greenhouse Loft Facility”).

### GHL EVENTS, LLC

### CLIENT

NAME: GHL Events, LLC

NAME: \_\_\_\_\_

ADDRESS: 2545 W. Diversey Ave.  
Chicago, IL 60647

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: 312.733.5762

PHONE: \_\_\_\_\_

CONTACT: Spencer Lokken

CONTACT: \_\_\_\_\_

EMAIL: info@greenhouseloft.com

EMAIL: \_\_\_\_\_

### GENERAL EVENT DESCRIPTION

\_\_\_\_\_  
\_\_\_\_\_  
(the “Event”)

Date of Event: \_\_\_\_\_

Event Start Time: \_\_\_\_\_

Anticipated Number of Attendees: \_\_\_\_\_

Estimated Event End Time: \_\_\_\_\_  
(including one hour of breakdown time which is included in Event fee):

50% Non-Refundable Deposit Amount (due upon signing): \$ \_\_\_\_\_

### INCLUDED IN TOTAL EVENT FEE *(Included only if checked, all others are additional cost):*

\_\_\_ Use of Greenhouse Loft

\_\_\_ Programmable Videowall & Projector

\_\_\_ Use of Art Gallery

\_\_\_ Lounge Furniture

\_\_\_ Use of Sky Garden

\_\_\_ 30 Parking Spaces (6pm Friday-6am Monday)

\_\_\_ One (1) Style Matters DJ with Audio Equipment

\_\_\_ One (1) Event Liaison

\_\_\_ Photo Booth

\_\_\_ Track and Drape

\_\_\_ 25 8’x30” farmtables, 2 4’x30” farmtables, 10 28” hiboys

\_\_\_ Coat Check

\_\_\_ 200 white Tolix chairs, 200 folding wood chairs

\_\_\_ Candle Treatment

\_\_\_ One (1) security officer

\_\_\_ Other \_\_\_\_\_

**1. EVENT DATES & TIMES.** Both parties agree to be as flexible and as professional as possible in meeting the needs of the other party in use of the Greenhouse Loft Facility. Any reasonable use of the Greenhouse Loft Facility outside of the Event period commencing at the Event Start Time and ending on the Estimated Event End Time, each as described above (the "**Event Period**"), will be considered by and subject to GHLEvents, LLC's prior written consent. It is understood that part of the function of this Agreement is to insure a cooperative, professional and amenable relationship between the parties, and such other agreements may be reached by phone, e-mail or other conversation without the need of an additional agreement or may require additional agreement(s) and fees, in the sole discretion of GHLEvents, LLC.

### **1.1 DATES AND TIMES OF USAGE - EVENT.**

**1.1.1** Client will have use of the Greenhouse Loft Facility during the Event Period which, as specified above, includes Event time and breakdown/load-out time. Set-up prior to the Event is governed by Section 1.2 below. All guests, staff, attendees, Service Providers (as defined in Section 3.2.1) and Client must vacate the Greenhouse Loft Facility, including lobby area, common areas throughout the building, and the parking lot no later than 90 minutes after the conclusion of the Event, which may not be later than 1:00am under any circumstances (the "**Vacation Time**").

**1.2 DATES AND TIMES OF USAGE - STAFF.** Access will be granted to Client and Client's employees, staff and Service Providers at 12:00 pm the day of the Event or such other time as agreed to by GHLEvents, LLC in writing. All lights will be turned on no later than 12:00 am.

### **1.3 GENERAL.**

**1.3.1.** Client shall pay in advance an additional \$250.00 per hour for any rehearsal or other time requested by Client to use the Greenhouse Loft Facility and for any set-up required for a day other than the date of the Event in the event that the Greenhouse Loft Facility is available and GHLEvents, LLC agrees in writing to such additional use. All requests for additional time should be made as far in advance of the Event date as possible, with any additional monies owed paid at the time that Client's additional use is agreed to by GHLEvents, LLC. The same hourly rate shall apply and GHLEvents, LLC shall have the right to charge Client if any guests, staff, attendees, Service Providers and Client remain in the Greenhouse Loft Facility, including lobby area, common areas throughout the building, and the parking lot beyond the Vacation Time.

**1.3.2.** All upgrades and additional requests should be submitted as far in advance of the Event date as possible in order for GHLEvents, LLC to consider and agree in writing to accommodate such requests.

**1.3.3.** The Event may include up to 175 guests maximum for a seated event and up to 225 guests for a standing event.

## **2. COMPENSATION; CANCELLATION POLICY.**

**2.1 COMPENSATION.** Client will pay \$\_\_\_\_\_ to GHLEvents, LLC for the usage of the Greenhouse Loft Facility, including the services, staff and equipment as described above. The Event fee is inclusive of federal, state and local excise, sales, use and similar taxes. Make checks payable to GHLEvents, LLC. Payment by credit card will include an additional 3.5% processing fee.

### **2.2 DEPOSIT; FINAL PAYMENT**

**2.2.1.** Client is required to pay a deposit of 50% upon signing of this Agreement.

**2.2.2.** Remainder of the balance due must be paid by no later than thirty (30) days prior to actual Event date. In the event that the balance is not paid in full by this required date and alternative payment arrangements have not been agreed upon by GHLEvents, LLC and Client in writing, GHLEvents, LLC reserves the right to cancel the Event by providing written notice to Client and the provisions of Section 2.4.3 governing cancellation for nonpayment shall apply.

### **2.3 ADDITIONAL FEES**

**2.3.1.** Client shall be responsible for any additional fees, costs and expenses provided for hereunder, including, but not limited to the following (collectively, the "**Additional Fees**"):

(A) Property damage resulting from Client's use of the Greenhouse Loft Facility, to the extent not paid by Client's liability insurance, except for damage caused as the sole or direct result of any negligent, willful or intentional acts or omissions by GHLEvents, LLC, its agents, employees or contractors.

(B) Client's guests, attendees and/or Service Providers remaining and the Event continuing beyond the Vacation Time, subject to the reasonable discretion of the on-site GHLEvents, LLC Event staff.

(C) Post Event cleaning. Client agrees to restore or cause its Service Providers to restore the premises to a "broom-clean" condition acceptable to the on-site GHLEvents, LLC Event staff or to pay a cleaning fee in an amount equal to the greater of \$500.00 or the actual cleaning fee paid by GHLEvents, LLC.

(D) Any remaining Event fee due pursuant to Section 2.4 in the event of Event cancellation.LLC.

(E) Any costs incurred by GHLEvents, LLC in conjunction with the provision, set-up, removal and return of additional equipment pursuant to Section 3.1.3.

**2.3.2.** GHLEvents, LLC shall invoice Client for any Additional Fees incurred within ten (10) business days after the Event date. In the event Client reasonably disputes any amounts to be charged, the parties shall, in good faith, attempt to resolve such dispute pursuant to the provisions of Section 6.7.1. All undisputed Additional Fees shall be payable by Client within ten (10) business days after receipt of GHLEvents, LLC's invoice; any disputed Additional Fees shall be payable within five (5) business days after resolution of the dispute.

**2.3.3.** Client is to provide credit card information to GHLEvents, LLC at the time of execution of this Agreement. If the credit card provided expires prior to the Event Date, Client will be required to provide updated information prior to the Event date to be permitted access to the Greenhouse Loft Facility. In the event that Client does not timely pay any Additional Fees due GHLEvents, LLC pursuant to Section 2.3.2, GHLEvents, LLC reserves the right to charge the Client's credit card for the Additional Fees.

## 2.4 CANCELLATION POLICY

**2.4.1.** The parties acknowledge and agree that (a) in the event of cancellation of the Event and termination of this Agreement by Client other than pursuant to Section 2.4.3 or by GHLEvents, LLC for Cause (as defined in Section 2.4.2), GHLEvents, LLC will suffer damages that would be difficult to determine and (b) GHLEvents, LLC shall be entitled to receive from Client the following cancellation fee (the "**Cancellation Fee**") and that the Cancellation Fee constitutes reasonable liquidated damages, not a penalty, to GHLEvents, LLC for any such cancellation; provided, however, any deposits or other amounts paid by Client hereunder that are retained by GHLEvents, LLC pursuant to Section 2.4.2 shall be credited toward the Cancellation Fee.

NOTIFICATION OF CANCELLATION	% OF FEE DUE GHLEVENTS, LLC
Up to 180 days in advance of Event	25%
Between 179 days to 61 days in advance of Event	50%
60 days or fewer in advance of Event	100%

In the event (a) any such cancellation by Client is more than 180 days in advance of the Event or is pursuant to Section 2.4.3 or (b) GHLEvents, LLC terminates this Agreement and cancels the Event other than for Cause, GHLEvents, LLC agrees to promptly return any deposits or other amounts paid by Client hereunder, but no later than 30 days after the termination and cancellation.

**2.4.2.** GHLEvents, LLC shall have the right, in its sole discretion, to (a) terminate this Agreement, cancel the Event, retain all amounts paid as liquidated damages and receive any Cancellation Fee it is entitled to receive pursuant to Section 2.4.1 and/or (b) enforce the terms of this Agreement through any and all remedies that it has in law or in equity for "**Cause**", defined as any breach by Client of the terms of this Agreement, or any acts or omissions of Client that would indicate that it will fail to comply with the terms hereof, including, but not limited to, failure to timely pay any compensation due GHLEvents, LLC prior to the Event. In the event of GHLEvents, LLC's termination of this Agreement and cancellation of the Event for Cause, GHLEvents, LLC, its officers, directors, trustees, affiliates, vendors, members, agents, employees and independent contractors are relieved of any and all responsibilities hereunder and are hereby released from any and all claims, liabilities, damage and causes of action which are caused or occur as a result of such cancellation.

**2.4.3.** In the event that any renovation or construction of the Greenhouse Loft Facility is scheduled to be ongoing on the date of the Event, (a) GHLEvents, LLC will provide prompt written notice thereof to Client and discuss the scope thereof and any potential impact on the Event and (b) Client shall have the right to terminate this Agreement and cancel the Event as a result of such renovation or construction.

## 3. USE OF GREENHOUSE LOFT FACILITY

### 3.1 ACCESS TO AND USE OF GREENHOUSE LOFT FACILITY.

**3.1.1. On-Site Visits.** Client may visit the Greenhouse Loft Facility by appointment only and at the discretion of GHLEvents, LLC. All site visits by Client's Service Providers must also be done by appointment only (e.g., caterer, florist, chair/table rental company, etc.).

**3.1.2. Deliveries.** GHLEvents, LLC is not responsible for any items delivered to the GHLEvents, LLC Facility in affiliation with the Event. Client, or an agent of Client, must be on site to sign for and accept all deliveries. The loading area at the GHLEvents, LLC Facility is open in accordance with Facility hours. All rentals, including, but not limited to furniture, lighting, sound or stage equipment, must be delivered and picked up on the same day of the Event unless otherwise approved in writing by the GHLEvents, LLC Managing Events Coordinator in advance of the Event. The GHLEvents, LLC Managing Events Coordinator must be notified when any deliveries are to be made or when any pick-ups are scheduled. **All deliveries must enter through the loading area. Use of the pedestrian building entrance on Diversey for the purposes of deliveries is strictly prohibited.**

**3.1.3. Additional Equipment.** If additional equipment is desired by Client from that furnished by GHLEvents, LLC as part of the Event fee, including, but not limited to additional furnishings, lighting, sound, and stage equipment and if the parties agree that GHLEvents, LLC will provide such

additional equipment, any Client request therefor must be provided in writing to GHJ Events, LLC as far in advance of the Event date as possible. The request must include a description and quantity needed of the additional equipment. Client will be responsible for any costs incurred by GHJ Events, LLC in conjunction with the provision, set-up, removal and return of such additional equipment.

### 3.2 CLIENT SERVICE PROVIDERS.

**3.2.1. Service Providers.** While GHJ Events, LLC may provide information to assist Client to hire, at Client's sole expense, service providers, including, but not limited to, valet service, caterer and florist ("**Service Providers**"), GHJ Events, LLC receives no compensation relative to Service Providers hired by Client, makes no guarantees as to the quality of services provided by such Service Providers and assumes no responsibility or liability for their performance. All Service Providers providing services at the Greenhouse Loft Facility must (a) be approved in writing by GHJ Events, LLC in its reasonable discretion and (b) provide GHJ Events, LLC with a certificate of insurance as outlined in Exhibit A. GHJ Events, LLC will work in cooperation with Service Providers hired by Client within GHJ Events, LLC's defined guidelines and at the discretion of GHJ Events, LLC staff. All Service Providers are to be hired by Client and will be acting as the agents of Client.

**3.2.2. Catering.** The catering company hired by Client shall be responsible for the set-up and breakdown of all equipment and food preparation, as well as the catering staging area, bar, and kitchen area provided by GHJ Events, LLC on the date of the Event. Per City of Chicago PPA license requirements and restrictions, alcoholic beverages may be served, but not sold to Event attendees and any deviation from this policy shall require (a) GHJ Events, LLC prior written consent, (b) compliance with all applicable laws and (c) Client to obtain or cause its catering company to obtain all required licenses, permits and insurance.

### 3.3. CONDUCT; INJURY.

**3.3.1.** Client assumes full responsibility for the conduct of all persons in attendance at the Event during any time the Greenhouse Loft Facility is under the control of or being used by Client or Client's agents, invitees, employees or independent contractors employed by Client. Client shall inform all guests, as applicable, that children under the age of sixteen (16) are not allowed in other areas of the building or parking lot without adult supervision. GHJ Events, LLC reserves the right to eject any person(s) from the Greenhouse Loft Facility and Client hereby waives any right and all claims for damages against GHJ Events, LLC, its owners, employees and agents upon the exercise of this right.

**3.3.2.** Client shall be responsible for the safety of all persons in attendance at the Event, Client's staff and Client's Service Providers and agrees that GHJ Events, LLC shall not be responsible for or have any liability with respect to any damages or personal injury incurred by any attendee, Client staff and/or Client's Service Provider unless solely caused by the gross negligence or willful misconduct of GHJ Events, LLC. In addition, if Client serves alcoholic beverages, Client's hired caterer shall be responsible for verifying legal drinking age of all attendees and staff of the Event prior to serving so as to remain in compliance with all applicable federal, state and local laws.

**3.3.3.** Client agrees to use and maintain the Greenhouse Loft Facility in a safe and sanitary condition and to comply with all conditions, restrictions, rules, regulations, and decisions of GHJ Events, LLC or its policies which are set forth herein, posted at the GHJ Events, LLC Facility or delivered to Client. Client shall pay any fines or charges imposed by GHJ Events, LLC or any governmental authority due to violation by Client, Client's staff, Client's Service Providers or Event attendees. Client shall not, and shall ensure that guests and employees of Client, Client's staff and Client's Service Providers do not, disturb, annoy, endanger, solicit, harass, or otherwise interfere with other tenants of the building in which the Greenhouse Loft Facility is located or its neighbors, or use the Greenhouse Loft Facility for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, violating any law or ordinance, or committing waste or a nuisance upon the Greenhouse Loft Facility or building or surrounding area in which it is located.

### 3.4. ALTERATIONS TO GREENHOUSE LOFT FACILITY.

**3.4.1.** Client will not undertake any permanent changes to the Greenhouse Loft Facility, nor attach items to the walls, ceilings, roof, or floor without the prior written approval and permission of GHJ Events, LLC.

**3.4.2.** Client may make temporary/removable alterations to the Greenhouse Loft Facility such as clip lights, streamers, balloons, curtains and other similar temporary/removable alterations. GHJ Events, LLC must approve all other items in writing.

**3.4.3.** Upon strike and load-out, Client will return the Greenhouse Lofts Facility to its original condition, including the removal of all personal items and those items brought in by Service Providers as applicable; provided, however, with GHJ Events, LLC's prior written approval and at Client's sole risk, Client is permitted to leave personal effects, belongings and materials in the Greenhouse Loft Facility either during the Event or after the Event ends, until such time that it can be picked up, with such time scheduled and agreed upon in writing by Client and GHJ Events, LLC. GHJ Events, LLC shall not be responsible for loss/theft/damage of any personal effects, belongings or materials (including, without limitation, any gifts including monetary gifts) during or after the Event.

### 3.5 DAMAGE TO GREENHOUSE LOFT FACILITY.

**3.5.1.** Client assumes full responsibility for any loss or damage done to the Greenhouse Loft Facility or any portion thereof and any and all equipment, articles or fixtures contained therein which are the property of GHL Events, LLC or any third party during any time the Greenhouse Loft Facility is under the control of or being used by Client or Client's agents, invitees, employees, Service Providers or independent contractors engaged by Client.

**3.5.2.** Client will pay for any damages to the Greenhouse Loft Facility, or to equipment or materials therein owned by GHL Events, LLC should Client's personnel/staff/Service Providers or Event attendees damage them during the time of the Event, as well as load-in or load-out.

**3.5.3.** GHL Events, LLC shall not be responsible for any damages to Client's equipment or materials before, during or after the Event, including, but not limited to, accidental damage incurred by any disaster, natural or otherwise, such as rain, snow, hail, fire, or similar causes.

### 3.6 ADVERTISING/SIGNAGE/PUBLICITY.

**3.6.1.** Client will be allowed signage outside of the Greenhouse Loft Facility on the day of the Event in order to facilitate guidance to the location of the Event for Client's guests. The nature and location of all signage materials is subject to the prior written approval of GHL Events, LLC.

**3.6.2.** Client grants GHL Events, LLC permission to assign a videographer, at the cost of GHL Events, LLC, in order to document the Event, or just a portion of the Event, for the purposes of marketing and website content. Client will receive a copy of the final edited version at no cost to Client

## 4. LICENSES/PERMITS; INSURANCE; INDEMNIFICATION

### 4.1 LICENSES/PERMITS.

**4.1.1.** Client agrees to obtain or cause its Service Providers to obtain, all necessary licenses and permits to comply with all laws when hosting the Event, including those related to serving liquor. Noncompliance can result in the immediate cancellation of the Event without liability on part of GHL Events, LLC.

**4.1.2.** Client's caterer must have the following, with written evidence thereof to be provided by Client at least thirty (30) days prior to the Event date: (a) a current off-premise catering food license; and (b) if alcoholic beverages are to be served in conjunction with the Event, (i) a City of Chicago issued Catering Liquor License or Certificate of Registration and (ii) not less than \$2,000,000 of liquor liability/dram shop insurance. No alcohol will be stored by GHL Events, LLC in the Greenhouse Lofts Facility for Client or Client's caterer or other Service Provider.

### 4.2 INSURANCE.

**4.2.1.** Client must furnish GHL Events, LLC evidence of the insurance and endorsements listed in Exhibit A to this Agreement not less than thirty (30) days prior to the commencement of the Event. Client shall also require all Service Providers to maintain coverage consistent with the requirements and amounts described in Exhibit A and to provide written evidence thereof to GHL Events, LLC, again at least thirty (30) days prior to the commencement of the Event.

**4.2.2.** Subject to meeting the insurance requirements set forth in Exhibit A, Client's insurance may be satisfied with (a) coverage from Client's homeowners and umbrella/excess liability policies with coverage for "other premises which an insured may occasionally rent for other than business purposes" and/or (b) the purchase of a special event insurance policy.

**4.2.3.** GHL Events, LLC may provide insurance broker information to assist Client to obtain, at Client's sole expense, special event insurance; provided, however, with respect to any such insurance broker, GHL Events, LLC receives no compensation, makes no guarantees as to the quality of services or insurance products provided, including whether such insurance meets the requirements of this Agreement, and assumes no responsibility or liability for performance or the insurance coverage obtained.

### 4.3 INDEMNIFICATION.

**4.3.1.** Client Indemnification. Client agrees to indemnify, defend and hold GHL Events, LLC and its affiliates and its and their owners, officers, managers, directors, employees, agents, successors and assigns (each, individually, a "**Greenhouse Loft Indemnitee**") harmless from and against any and all Losses (as hereinafter defined) arising from or in connection with the following (collectively, "**Client's Indemnified Matters**"):

(a) any act, omission or negligence of Client, Client's staff, Client's Service Providers and/or any attendees of the Event or their respective agents, employees, contractors or guests;

(b) any accident, injury or damage whatsoever (unless caused by GHL Events, LLC, its agents, employees or contractors) occurring in, at or upon

either or both of the Greenhouse Loft Facility and the building and grounds where the Greenhouse Loft Facility is located and caused by Client, Client's staff, Client's Service Providers and/or any attendees of the Event or their respective agents, employees, contractors or guests;

(c) any breach by Client of any of its agreements, representations or warranties under this Agreement

(d) any violation, or alleged violation, of law by Client, Client's staff, Client's Service Providers and/or any attendees of the Event or their respective agents, employees, contractors or guests; and

(e) claims for work or labor performed or materials supplied, furnished to or at the request of Client, Client's staff, Client's Service Providers and/or any attendees of the Event or their respective agents, employees, contractors or guests.

In case any action or proceeding is brought against any GHL Events, LLC Indemnitee by reason of any of Client's Indemnified Matters, Client, upon written notice from GHL Events, LLC, shall defend such action or proceeding by counsel reasonably satisfactory to, or selected by, GHL Events, LLC, subject, however, to the provisions of Section 4.3.3.

The term "**Losses**" shall mean all claims, demands, expenses, actions, judgments, actual damages (whether direct or indirect, known or unknown, foreseen or unforeseen), penalties, fines, liabilities, losses of every kind and nature (including, without limitation, property damage, diminution in value of the Greenhouse Loft Facility, damages for the loss or restriction on use of any space or amenity within the Greenhouse Loft Facility, damages arising from any adverse impact on marketing space in the Greenhouse Loft Facility, sums paid in settlement of claims and any reasonable costs and expenses paid as a direct result of a party's acts that result in injury, illness or death to or of any person), suits, administrative proceedings, costs and fees, including, without limitation, reasonable attorneys' and consultants' fees and expenses, and the costs of cleanup, removal and restoration, that are in any way related to any matter covered by the foregoing indemnity.

The provisions of this Section 4.3.1 shall survive the expiration or termination of this Agreement.

**4.3.2. GHL Events, LLC Indemnification.** GHL Events, LLC agrees to indemnify, defend and hold Client harmless from and against any and all Losses actually suffered or incurred by Client as a direct result of any acts, omissions or negligence of GHL Events, LLC, its employees, agents or contractors or any breach of GHL Events, LLC's obligations hereunder. In the event that any action or proceeding is brought against Client, and the foregoing indemnity is applicable to such action or proceeding, then GHL Events, LLC, upon notice from Client, shall defend such action or proceeding by counsel reasonably satisfactory to Client, subject, however, to the provisions of Section 4.3.3. Notwithstanding anything to the contrary set forth in this Agreement, (a) in no event shall GHL Events, LLC be liable for special, incidental, exemplary, consequential, punitive or indirect damages of any kind regardless of the form of action, whether in contract, tort, negligence, strict product liability, or otherwise, even if informed of the possibility of any such damages in advance; and (b) in all events and under all circumstances, the liability of GHL Events, LLC to Client shall be limited to the limits of insurance carried by GHL Events, LLC and the Event fee amount, it being intended that the owners, managers and employees of GHL Events, LLC shall not be personally liable for any judgment or deficiency. The provisions of this Section 4.3.2 shall survive the expiration or termination of this Agreement.

**4.3.3. Insurance Coverage for Indemnification Claim.** To the extent the indemnifying party has insurance that covers any indemnification claim under this Section 4.3, the indemnifying party through its insurer shall have the right to defend any such indemnification claim with counsel selected by the insurer. The indemnifying party shall exercise commercially reasonable efforts to obtain permission of the insurer and its defense counsel for the indemnified party to participate in the defense of such claim and to approve any settlement of such claim. Subject to the foregoing, no indemnified party shall have the right to (a) approve the defense counsel, (b) assume, control or participate in the defense of any claim, (c) approve or consent to any settlement (except that if an indemnified party is not fully and finally absolved of all responsibility with respect to the claim in any proposed settlement, such indemnified party shall have the right to approve or reject any such settlement) or (d) be apprised of all significant developments with respect to the claim, notwithstanding anything to the contrary contained in this Section 4.3; provided, however, the indemnifying party shall keep the indemnified party(ies) apprised of all significant developments with respect to any such claim that it receives notification of from the insurance company.

**5. RULES AND REGULATIONS.** Client will, and will cause its staff, Service Providers, employees, volunteers, agents, subcontractors, vendors, invitees, guests, members and other Event participants to, comply with all applicable GHL Events, LLC rules, regulations, policies, procedures and restrictions, each as may be amended or modified from time to time by GHL Events LLC in its sole discretion, including those set forth in Exhibit B.

## **6. GENERAL PROVISIONS.**

**6.1. Notices.** All notices, requests, demands, and determinations under this Agreement (other than routine operational communications) shall be in writing, shall be sent to the respective addresses for the parties set forth above herein (or as subsequently changed in a notice given in accordance with this Section) and shall be effective upon the earlier of (a) receipt if delivered by hand, (b) on the delivery date if delivered by electronic mail if delivery is during business hours, otherwise on the next business day, when delivery is confirmed by the recipient providing written acknowledgment to the sender of receipt of the transmission or (c) actual receipt or first refusal of attempted delivery if sent by (i) United States mail, registered or certified mail, return receipt requested, postage prepaid or (ii) express, overnight courier with a reliable system for tracking delivery. In the event that any notice

is not delivered to either party entitled thereto because such party has moved and the address is unknown, then such notice shall be deemed to be effective as if delivered. Notices given by counsel to either party shall be deemed given by such party.

## **6.2 FORCE MAJEURE.**

**6.2.1.** Neither party shall be in default, for any delays or losses due to such party's failure to perform any of such party's obligations in the event that such failure is caused by any act not within such party's reasonable control, including but not limited to: scarcity of labor, materials or public utilities; strikes; lock-outs; acts of God; acts of terrorism; war; riots, or governmental actions.

**6.2.2.** If for safety or security reasons GHJ Events, LLC is unable to perform its obligations hereunder or GHJ Events, LLC determines in its reasonable discretion that the performance of any such obligation raises safety or security concerns, such nonperformance is excused and GHJ Events, LLC may terminate this Agreement without further liability of any kind or nature. In the event of such termination, GHJ Events, LLC shall promptly return any deposit or payment made by Client.

**6.3 PREVAILING PARTY.** If there is any legal action or proceeding to enforce or interpret any provision of this Agreement or to protect or establish any right or remedy of either party, the unsuccessful party to such action or proceeding, whether such action or proceeding is settled or prosecuted to final judgment, shall pay to the prevailing party as finally determined, all costs and expenses, including reasonable attorneys' and costs, incurred by such prevailing party in such action or proceeding, in enforcing such judgment, and in connection with any appeal from such judgment. Reasonable attorneys' fees and costs incurred in enforcing any judgment or in connection with any appeal shall be recoverable separately from and in addition to any other amount included in such judgment. The prevailing party's rights under this Section 6.3 shall not merge into any judgment and shall survive until all such fees and costs have been paid. For purposes of this Section, the "**prevailing party**" shall be: (a) as agreed by the parties in any settlement or (b) that party which, in light of the issues litigated and the court's decision on those issues, was determined by the court to be more successful in the action, but need not be the party who actually received a judgment.

**6.4 COUNTERPARTS; FAX/ELECTRONIC TRANSMISSION OF SIGNATURES.** This Agreement may be executed in counterparts and/or using original or facsimile signatures that are scanned and transmitted electronically or by facsimile, each of which shall be binding and have the same force and effect as original signatures.

**6.5 POWER OF ATTORNEY.** Power of Attorney. In the event more than one individual is the Client hereunder, then each individual client hereby grants the other individual client his or her power of attorney and the signature of one individual Client shall bind all other individual Clients for purposes of this Agreement.

**6.6 MISCELLANEOUS.** This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes any previous communications, representations or agreements, whether verbal or written. No changes or modifications of any of the terms or conditions herein shall be valid or binding on either party unless made in writing and signed by an authorized representative of each party. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Any Exhibits or other documents referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. The captions set forth herein are for convenience only and shall not define or limit any of the terms hereof. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent and no rule of construction will be applied against either party hereto. No waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the parties hereto; and no waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. Any reference in this Agreement to gender includes all genders, and the meaning of defined terms applies to both the singular and the plural of those terms. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

## **6.7 DISPUTE RESOLUTION; GOVERNING LAW; JUDICIAL PROCEEDINGS.**

**6.7.1.** Except as provided below, before initiating any legal claim or action, the parties agree to attempt in good faith to settle any dispute, controversy or claim arising out of or related to this Agreement (collectively, a "**Claim**") through discussions which shall be initiated upon written notice of a Claim by either party to the other party. If the parties cannot come to a mutually agreeable resolution of the Claim within ten (10) business days or such longer period as agreed upon by the parties, then either party may pursue its rights and remedies available at law or in equity. Notwithstanding the foregoing, either party may pursue any and all rights available at law sooner than provided herein if (a) commencement of litigation is deemed appropriate by a party to avoid the expiration of an applicable limitations period or to preserve a superior position with respect to other creditors, (b) a party wishes to seek injunctive, or any other equitable, relief to preserve rights in respect of a party's intellectual property, or (c) either party makes a good faith determination that a breach of this Agreement is such that the damages to it resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.



**6.7.2.** The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Illinois, without giving effect to its rules governing the conflict of law principles. Exclusive jurisdiction and venue of any action arising out of, relating to, or in connection with this Agreement, its negotiation or termination shall be in any state or federal court sitting in the County of Cook, State of Illinois in any action or proceeding arising out of or relating to this Agreement, provided that such federal court has subject matter jurisdiction over such action. **Each of the parties irrevocably waives any right to trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of such parties under this Agreement.**

*[The remainder of this page is intentionally left blank. Signatures follow.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of date hereof.

**GHL EVENTS, LLC**

By: \_\_\_\_\_  
SPENCER LOKKEN, MANAGER

Or

By: \_\_\_\_\_  
SPENCER LOKKEN

**CLIENT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

## EXHIBIT A

### INSURANCE REQUIREMENTS

The following is a checklist of the insurance requirements for Client and Client's Service Providers using the Greenhouse Loft Facility at 2545 W. Diversey, Chicago, IL, 60647 for special events. Please send certificates of insurance meeting requirements, as marked with an "X", to the address shown below.

CLIENT	SERVICE PROVIDERS	INSURANCE/CERTIFICATE REQUIREMENTS
X	X	<p>Certificates are mandatory evidencing below requirements from Client and Service Providers and must be delivered to GHJ Events, LLC at least thirty (30) days before the Event date.</p> <p>Client's insurance may be satisfied with (i) coverage from Client's homeowners and umbrella/excess liability policies with coverage for "other premises which an insured may occasionally rent for other than business purposes" and/or (ii) the purchase of a special event insurance policy.</p> <p>General Liability policies must list as Certificate Holder and Additional Insureds:</p> <p>GHJ Events, LLC, and their respective members, shareholders, directors, officers, agents and employees.</p> <p>Description and dates of Event must be indicated on the certificate.</p> <p>Carrier(s) must be rated "A- VI" or better by AM Best.</p> <p>All policies, including Workers' Compensation insurance required for Service Providers, must provide Waiver of Subrogation, with acknowledgment thereof shown on the Certificate of Insurance.</p>
X	X	<p>General Liability Occurrence Form for Bodily Injury, Personal Injury and Property Damage with limits not less than:</p> <p>\$1,000,000 each occurrence/\$2,000,000 aggregate                      \$1,000,000 Personal injury                      \$1,000,000 Products/Completed Operations Aggregate                      \$ 100,000 Fire Damage Legal Liability                      \$ 5,000 Medical Expenses</p>
	X	Workers' Compensation
	X	Not less than \$2,000,000 of dram shop/liquor liability insurance for Service Providers serving alcoholic beverages

**Client, Client's employees, caterer(s) and other Service Providers will not be allowed on the premises of the GHJ Events, LLC Facility until GHJ Events LLC has received certificates of insurance and any revisions which meet the above requirements.** Non-receipt of certificate of insurance will not be deemed a waiver of the insurance requirements. If Client has questions regarding insurance requirements, contact: Spencer Lokken, GHJ Events, LLC, at the following e-mail address: [spencer@greenhouseloft.com](mailto:spencer@greenhouseloft.com).

MAIL TO: GHJ Events, LLC  
 2545 W. Diversey  
 Chicago, Illinois 60647

## EXHIBIT B

### GHL EVENTS, LLC RULES AND REGULATIONS

Smoking	Smoking including, without limitation, of e-cigarettes and vape devices is prohibited in the Greenhouse Loft Facility, Art Gallery and Skygarden.
Candles	Only fully contained candles (including the flame) are allowed in the building. No exposed flames of any kind are permitted on the premises.
Alcohol/Illegal Drugs	<p>Any alcohol can be served only by a licensed catering company.</p> <p>No alcoholic beverages may be brought into the Greenhouse Facility for the Event other than by a licensed catering company and no alcohol will be stored by GHL Events, LLC in the Greenhouse Loft Facility for Clients.</p> <p>Not less than \$2,000,000 of dram shop/liquor liability insurance shall be required for any Service Providers serving alcoholic beverages.</p> <p>No illegal substances are allowed anywhere in or around the Greenhouse Loft Facility or the building in which it is located.</p>
Firearms/Weapons	No weapons of any kind are permitted in or around the GHL Events, LLC Facility or the building in which it is located.
Animals	Animals are not permitted at the Event during food service, with the exception of service animals to assist handicapped persons. Animals are permitted during wedding ceremonies only.
Trash	All trash is to be placed into trash receptacles and removed from the interior of the GHL Events, LLC Facility at the end of the Event.
Toilets/Restrooms	Trash (including paper towels and feminine products) is to be placed into trash receptacles. No trash is to be placed in or flushed down the toilets. Client will be responsible for the cost of repairs required as a result of trash in toilets.
Children	Children are to be supervised at all times. In the case of damage occurring as a result of a child, Client will be responsible for the damage and any required repairs.
Sound Level	Music must be played at a level that allows comfortable conversation. Music or other sounds cannot be audible outside the boundaries of the building.
General	Client's use of the Greenhouse Loft Facility for the Event is with the expectation and understanding that Client, Client's staff, Client's Service Providers and/or any attendees of the Event and their respective agents, employees, contractors and guests will behave in a respectable fashion while in the Greenhouse Loft Facility, including, but not limited to, not handling, leaning on or in any way jeopardizing the safety and/or value of the furniture or fixtures of the Greenhouse Loft Facility and the building in which it is located; not behaving in a drunken or otherwise disorderly fashion; and not creating a dangerous or uncomfortable environment by cursing, yelling or fighting.