



Level Two Event Space Use Request Form

1. **Organization Name ("User"):** _____

2. **Event Type (Description):** _____

Is the event open to the public or private? _____

Does the event type align with the mission/vision of Level Two? _____

[to be completed by Level Two].

Do you intend to serve alcohol? _____

If so, do you plan to use a third party to provide the alcohol? _____

If so, please provide name and address of third party, contact person, email and phone:

3. **Requested Date and Time:** _____

4. **Approximate Number of Guests:** _____

5. **User Contact (Relationship to User):** _____

6. **User Mailing Address:**

7. **User Phone:** _____ **User Email:** _____

8. **Preferred Time & Method of Contact:** _____

If this request is granted, User understands that User must execute and comply with the Level Two Event Space Use Agreement and Level Two Event Space Rules and Policies of Use.

Signature: _____ **Date:** _____

Return to Level Two at: Level Two Inc, 2498 Perry Crossing Way, Suite 240, Plainfield, IN 46168, or at leveltwoinc@gmail.com.

Vision: Our vision is to nurture business development, motivate and encourage entrepreneurs and create a stronghold for economic growth.

Mission: Our mission is to create an environment that spurs progress through a collaborative culture, educational opportunities and community support.



Level Two Event Space Use Agreement

Level Two Inc ("Level Two") operates the Level Two coworking space located in Suite 240 of the building located at 2498 Perry Crossing Way, Plainfield, IN 46168 (the "Coworking Space"). _____ ("User") desires to use the Coworking Space. In consideration of Level Two allowing User to use the Coworking Space and otherwise access its property for purposes of the Event (as defined below) and other good and valuable consideration, User agrees as follows:

1. **COWORKING SPACE USE:** User is permitted access to and use of the Coworking Space on _____, 20__ from ____ a.m./p.m. to ____ a.m./p.m. for the exclusive purpose of hosting a _____ (hereinafter referred to as the "Event").

User and other persons involved with the Event or with User's access to or use of the Coworking Space are collectively referred to hereinafter as "User Group." User is solely responsible for ensuring that the Coworking Space is not used for any unlawful or illegal activity and that no unlawful or illegal activity occurs in or near the Coworking Space during User's access and use of the Coworking Space.

User agrees that Level Two may cancel, terminate or alter User's access to or use of the Coworking Space for any reason without any liability to User. Should the Coworking Space become unavailable and/or if Level Two cancels, terminates, or alters the User's Coworking Space use without cause (e.g. User or User Group's breach of this Agreement), Level Two will make every effort to reschedule use of the Coworking Space should User so desire.

2. **FEES AND SECURITY DEPOSIT:** User will pay Level Two \$_____ per hour, for a total of \$_____ for its use of the Coworking Space ("Use Fee") for the time period scheduled above. The Use Fee is due five (5) business days before the Event. If User is in the Coworking Space beyond the starting and ending times listed above, User will forfeit the Security Deposit and will be charged the hourly event rate per hour that User is over the scheduled time period. User is not permitted to charge admission to the Event, nor to charge any fees or conduct any sales related activities in connection with the Event without prior written approval from Level Two.

Owner hereby acknowledges receipt from User of \$100.00 (the "Security Deposit") as security for User's full and faithful performance of each and every term, covenant and condition of this Agreement. Deposits can be made by using personal checks, MasterCard and Visa. No cash will be accepted for deposits. Level Two may choose to waive the security deposit requirement. Such waiver does not in any way excuse User's full and faithful performance under this Agreement.

In the event User fails to perform or observe any term, covenant or condition of this Agreement, Level Two may use, apply or retain the whole or any part of the Security Deposit to satisfy any damage resulting from the Event, User's use of the Coworking Space or other amount due under this Agreement, or any other amount allowed by State law. Any such application and use of the Security Deposit by Level Two will not cure User's failure to perform and User will still be considered in default hereunder. In



addition, User's liability for damages arising out of this Agreement is not limited to, or in any manner by, the Security Deposit.

Within thirty (30) days of the completion of the Event, Level Two shall return the Security Deposit, less any deductions on account of amounts owed by User to Level Two, together with a written itemization of deductions taken. The User has the right to dispute the charges.

3. **COWORKING SPACE RULES:** Level Two's Coworking Space Rules and Policies of Use (the "Rules") are set forth in Attachment A. User has reviewed and understands the Rules and agrees to abide by them. User is responsible for ensuring that members of the User Group abide by the Rules. User understands and acknowledges that Level Two has the sole right and discretion to modify, alter, supplement and otherwise change the Rules prior to the Event without notice to User. It is User's responsibility to be familiar with the current Rules in effect at the time of the Event. Current Rules are available upon request from Level Two. Level Two has the right, in its sole discretion, to expel from the Coworking Space or deny Coworking Space access to User and/or members of User Group who have or are in violation of the Rules or provisions of this Agreement.
4. **RIGHT OF ENTRY:** User grants Level Two the right to enter and inspect the Coworking Space at any time for any purpose prior to, during and after the Event.
5. **COWORKING SPACE CLEAN-UP AND DAMAGE:** User is responsible for Coworking Space clean-up at the end of the Event pursuant to the Rules. User is responsible for any vandalism, damage or theft that occurs during its access to and/or use of the Coworking Space, including vandalism, damage or theft caused by other members of the User Group.
6. **SUPERVISION:** No one under 18 years of age is allowed in the Coworking Space or to participate in the Event without adult supervision. User shall actively and effectively supervise and control activities occurring on or related to the premises and Coworking Space during the Event.
7. **SECURITY:** Security is not provided. It is the responsibility of the User to maintain a safe Event, including retaining proper third party security if necessary.
8. **PROHIBITED ACTIVITIES:** Level Two prohibits the possession or use of illegal drugs, firearms or weapons in the Coworking Space. Any violation of these prohibitions will constitute cause for immediately terminating the use of the Coworking Space.
9. **ALCOHOL:** User Group **may** **may not** consume, supply, serve or otherwise possess alcohol in conjunction with the Event. If alcohol consumption is permitted, User shall also provide at least minimal food service, and User shall be responsible for ensuring that only individuals of legal age are permitted to possess and/or consume alcohol in the Coworking Space. User shall also be responsible for ensuring that individuals are not over-served and that visibly intoxicated individuals are not furnished alcohol and have safe transportation from the Coworking Space.



- a. If User is not using a caterer or other vendor to supply alcohol for the Event, then User must obtain and present to Level Two a temporary liquor permit at least 48 hours before the Event, User may only serve beer and wine, and User must use licensed servers for dispensing alcohol at the Event.
 - b. If User is using a caterer or other vendor to supply alcohol for the Event, in addition to the User's insurance requirements set forth in Paragraph 15, the caterer or vendor must have liability insurance covering any liability associated with and/or arising out of the third party's involvement with the Event. Such coverage must, at a minimum, include limits of \$1,000,000 per person per occurrence; \$2,000,000 aggregate and include liquor liability coverage covering their furnishing of alcohol for the Event (e.g. dram shop, host liquor, etc.), broad form contractual liability, bodily injury, property damage, personal and advertising injury and fire legal liability. Additionally, the third party must name Level Two as an additional insured entitled to coverage on a "primary" and "non-contributory" basis as to any insurance carried by Level Two for (1) any claims or liability arising out of, during or in any way related to User or User's Group's access to or use of the Coworking Space and/or participation in the Event; and (2) any liability arising from or related to this Agreement.
 - c. If User intends to have a "cash bar" or otherwise sell alcohol, User must obtain prior written consent from Level Two and the provider of the alcohol must have a valid liquor license. Proof of any requisite insurance and liquor licenses must be provided to Level Two prior to execution of this Agreement. In addition, the provider of the alcohol must complete and execute the Certificate attached to this Agreement.
10. **DISCRIMINATION:** The User confirms that the Event and associated activities will not discriminate and/or segregate, nor promote discrimination and/or segregation because of race, religion, color, sex, age, national origin, handicap, marital status or sexual orientation.
11. **FORCE MAJEURE:** Except as otherwise provided in other sections of this Agreement, neither Level Two, nor User will be liable for their failure to perform under the Agreement if such failure is caused by or due to serious illness, accident, riot, strike, acts of God, or any other legitimate conditions beyond their control.
12. **ACKNOWLEDGEMENT OF RISKS:** User acknowledges and understands that access to and use of the Coworking Space and/or participation in the Event involve risks to members of the User Group, inherent and otherwise, that cannot be eliminated and which may result in serious injury, illness, death, and/or damage to property. Some of the risks associated with access to and/or use of the Coworking Space and/or participation in the Event includes, but are in no way limited to, negligence of Level Two or its agents, employees, contractors, or representatives, negligence of members of the User Group or other persons in the Coworking Space, latent and patent Coworking Space conditions, equipment failure or misuse, and known or unknown medical conditions. User accepts full and sole responsibility for all risks,



both known and unknown, inherent or otherwise, related to User Group's access to or use of the Coworking Space and/or participation in the Event, and acknowledges that User and the other members of the User Group are voluntarily entering and using the Coworking Space and/or participating in the Event even with knowledge of these risks.

13. **RELEASE AND WAIVER OF CLAIMS:** Acknowledging that such risks exist, User hereby RELEASES AND DISCHARGES Level Two, and its affiliates, divisions, subsidiaries, directors, officers, managers, employees, agents, insurers, volunteers and representatives and each of them and/or anyone associated in any way with User and other User Group members' access to or use of the Coworking Space and/or participation in the Event (the "Released Parties"), from and against all claims, damages, injuries, losses, actions, suits, proceedings, product liability actions, wrongful death actions, warranty actions, breach of contract actions, loss of consortium claims, expenses, and attorney fees arising out of, involving or relating to User Group's access to and use of the Coworking Space and/or participation in the Event, including, but not limited to, any claim that the act or omission complained of was caused in whole or in part by the strict liability or negligence in any form of the Released Parties.

14. **INDEMNIFICATION AND AGREEMENT TO HOLD HARMLESS:** User further agrees to INDEMNIFY, HOLD HARMLESS, AND DEFEND the Released Parties in any action or proceeding from and against all claims, damages, injuries, losses, actions, suits, proceedings, product liability actions, wrongful death actions, warranty actions, breach of contract actions, loss of consortium claims, expenses, and attorney fees arising out of, involving or relating to User Group's access to and use of the Coworking Space and/or participation in the Event, or for User's failure to comply with the terms of the Agreement. **This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

15. **INSURANCE:** Level Two requires User to maintain specified minimum insurance coverage for its use of the Coworking Space and/or Event. User agrees to procure and maintain event liability coverage and/or comprehensive general liability ("CGL") insurance coverage covering any liability associated with and/or arising out of User's use of the Coworking Space and Event. Such coverage must, at a minimum, include limits of \$1,000,000 per person per occurrence; \$2,000,000 aggregate and include host liquor liability coverage, broad form contractual liability, bodily injury, property damage, personal and advertising injury and fire legal liability.

The above insurance coverage must be issued by insurers maintaining a minimum A.M. Best rating of A-VII, with the insurer domiciled in the United States of America. No insurance may be maintained through "self-insurance" unless approved in writing in advance by Level Two.

User must name and maintain Level Two as an Additional Insured on its policy entitled to full coverage for (1) any claims or liability arising out of, during or in any way related to User or User's Group's access to or use of the Coworking Space and/or participation in the Event; and (2) any liability arising from or related to this Agreement. User may use Umbrella or Excess Liability insurance to achieve the minimum liability coverage requirements. If User uses Umbrella or Excess Liability, each Umbrella and/or Excess



insurance policy must be endorsed to include Level Two as being “As Broad as the Primary Policy.” All coverage for Level Two must be "primary" and "non-contributory" as to any insurance carried by Level Two.

Prior to using the Coworking Space and/or holding the Event at the Coworking Space, User must provide Level Two with a Certificate of Liability Insurance (CLI) evidencing the coverages required herein, the appropriate Additional Insured endorsement and naming Level Two as a certificate holder per terms below. Failure to do so will result in User being denied use of the Coworking Space.

Each Additional Insured endorsement (whether a primary, umbrella or excess policy) must contain an unqualified requirement that the insurance company provide Level Two with 30 days written notice of any cancellation or lapse of said policy, any alteration of the coverage limitations or any change to Level Two's additional insured status of said policy. All policies must contain a waiver of all rights of subrogation against Level Two and the other Released Parties. The CLI must state at the bottom right hand corner underneath the cancellation section of the insurance certificate the exact following language:

Should any of the above described policies be materially altered or cancelled before the expiration date thereof, Issuer shall provide not less than 30 days written notice to Level Two prior to any cancellation or material alteration of said policy.

Level Two reserves the right to request copies of each applicable policy as well as the Additional Insured endorsements prior to permitting access to or use of the Coworking Space.

16. **EVENT ADVERTISING/PROHIBITION AGAINST USE OF LEVEL TWO NAME, MARKS, LOGO, LIKENESS:** Without written prior permission from Level Two, User is prohibited from using, exploiting, copying, and/or displaying the Level Two name, mark and logo, as well as the Coworking Space photos/likeness or other Level Two intellectual property in connection with the Event, including the promotion of, advertising for and invitations for the Event. User may use the Coworking Space name and physical address in such materials.
17. **AUTHORIZED REPRESENTATIVE WARRANTY:** The undersigned persons represent, certify and warrant that they are authorized and fully empowered by the User and Level Two to enter into, execute and deliver this Agreement on behalf of User and Level Two and that all necessary corporate action or principal approval for the making of and entering into this Agreement have occurred.
18. **REPRESENTATIONS:** The undersigned persons also represent that they have had the opportunity to seek professional advice from attorneys of their own choosing prior to executing this Agreement; have fully informed themselves of the contents, terms, conditions and effects of this Agreement; and have read and understand the document and its contents.
19. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. However, User shall not assign, transfer or subcontract its rights or obligations set forth in this Agreement, without the express written consent of



Level Two, which consent may be granted, withheld or conditioned in Level Two's sole and complete discretion.

- 20. **GOVERNING LAW AND JURISDICTION:** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Each party, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the exclusive jurisdiction of the courts of Hendricks County, Indiana and any cause of action relating to this document shall be instituted and litigated in a court located in Hendricks County, Indiana.
- 21. **SEVERABILITY:** Should any term, covenant, condition or provision of this Agreement be held to be invalid or unenforceable, the balance of this Agreement shall remain in full force and shall stand as if the unenforceable provision did not exist.
- 22. **WAIVER:** Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach, nor affect the binding nature of this Agreement nor any part thereof, nor prejudice either party as regards to any subsequent action.
- 23. **HEADINGS:** The paragraph headings of this Agreement are for reference only and shall not be considered in the interpretation of this Agreement.
- 24. **ENTIRE AGREEMENT:** This Agreement is an integrated contract and constitutes the entire agreement between the parties. It supersedes any and all earlier agreements or verbal statements by the parties related to the use of the Coworking Space, except as expressly stated herein.
- 25. **MODIFICATION:** This Agreement may not be altered or modified except by an amendment in writing executed by both parties.

USER:

_____, a(n)

LEVEL TWO:

LEVEL TWO INC, an Indiana nonprofit corporation

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



CERTIFICATE OF THIRD PARTY ALCOHOL PROVIDER

(to be completed and executed if applicable, prior to execution of the Agreement)

_____ ("Provider") hereby certifies to Level Two Inc that it has a valid alcoholic beverage permit, its servers are licensed servers and will conduct their service at the _____ event being held at Level Two Inc on _____, 20____ in accordance with all rules and regulations.

PROVIDER:

_____, a(n) _____

By: _____

Name: _____

Title: _____

Date: _____



Attachment A

Level Two Event Space Rules and Policies of Use

1. **VENUE USE:** The Level Two Coworking Space ("Coworking Space") is available for use from time-to-time for special events by current Level Two enrolled users, as well as certain non-profit, civic and professional organizations, or other individual and entities as approved by Level Two.
2. **VENUE RESERVATIONS:** Venue requests must be made by submission of the applicable Level Two Coworking Space Use Request Form to Level Two at leveltwoinc@gmail.com. Business related functions can be requested up to twelve (12) months prior to the event. The Coworking Space is **not** available for use on the following days: New Year's Eve, New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve, and Christmas.
3. **EVENT HOURS:** All events must be completed by 11:00 p.m. (Eastern Time) and the Coworking Space cleaned and vacated within 1.5 hours after the end of the event (and within the time period reserved for the event in the Level Two Event Space Use Agreement (the "Agreement")).
4. **USER PRESENCE:** User (as defined in the Agreement) must be on-site at all times during the Event and when any other User Group members (as defined in the Agreement) are present at the Coworking Space.
5. **CLEANING:** The Coworking Space is to be maintained and kept reasonably clean by User during and after the Event. To ensure that the Coworking Space is well maintained the following must be completed at the time of departure: (A) all trash, including trash located outside the building and in the parking lot but not including trash inside the bathroom garbage receptacles, gathered and placed in the outside dumpster; (B) all Level Two kitchenette supplies used, washed and returned to their original location; (C) all furniture and other Coworking Space contents returned to their original location; (D) if Coworking Space thermostats were changed, they should be returned to A/C at 72 degrees/Heat at 65 degrees; and (E) otherwise leave the Coworking Space and any common areas of the Building in the condition they were found.
6. **SMOKING:** No smoking will be permitted within the Building or in any of the common areas of the project. If there is evidence of smoking in the Coworking Space, the User will be charged a \$250 fee for additional facility cleaning.



Attachment A

7. **PROHIBITED ACTIVITIES and OBJECTIONABLE CONDUCT:** Level Two prohibits the possession or use of firearms, weapons and illegal drugs in the Coworking Space. Weapons include but are not limited to guns (including bb, pellet, replica and paint guns), bladed weapons, and explosive devices. Additionally the following objectionable conduct is also prohibited: intoxication; abusive, indecent, profane, or vulgar language; offensive gestures or displays; physically or verbally abusing or threatening others; unreasonably loud noises; discriminatory activities; and fighting. Any violation of these prohibitions will constitute cause for immediate removal from and termination of use of the Coworking Space.

8. **ALCOHOL:** Alcohol is not permitted in the Coworking Space unless written permission has been granted in advance of the Event and the requirements set forth in the Agreement have been satisfied.

9. **FOOD/CATERING:** Users are allowed to bring food and non-alcoholic drinks into the Coworking Space.

10. **KITCHEN:** The Coworking Space's kitchenette is available for the User's use. Food should be cooked and otherwise prepared prior to the Event. If a caterer is hired, the caterer may use the kitchenette for set up as well. If the kitchenette is used, the User must clean the kitchenette (including counters, sink, refrigerator, dishes, etc.) and return it to the pre-Event condition.

11. **PETS/ANIMALS:** Absolutely no pets or animals are permitted in the Coworking Space. No exceptions will be made. Additional fees may be charged to the User for the cost of cleaning or spraying, if there is evidence that animals were in the Coworking Space. Indiana laws regarding service animals will be followed.

12. **MAINTENANCE/DAMAGE:** All equipment in the Coworking Space should be in working order. Please report any inoperable equipment to Level Two at leveltwoinc@gmail.com promptly.

13. **PERSONAL PROPERTY:** Level Two is not responsible for personal items lost or stolen.

Level Two reserves the right to rescind any of these rules and regulations and to make such other and further rules and regulations as, in its reasonable judgment, shall, from time to time, be required for the



Attachment A

safety, protection, care and cleanliness of the building, the Coworking Space, the operation thereof, the preservation of good order therein and the protection and comfort of all users of the Coworking Space and all tenants of the Building and their agents, employees and invitees. Such rules and regulations, when made and written notice thereof is given to User, shall be binding upon User in like manner as if originally herein prescribed.

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