

## Peabody Plaza

### Amenity Deck & Club Room Use Agreement

This Peabody Plaza Amenity Deck Use Agreement (this “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between RMH-EP, LLC (“Licensor”), and \_\_\_\_\_ (“Licensee”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor hereby grants to Licensee a temporary license to use the Amenity Deck & Club Room (the “Amenity Deck”) of the Peabody Plaza Office Building located at 10 Lea Avenue, Nashville, Tennessee (the “Building”) for \_\_\_\_\_ [Insert description of the event] (the “Event”), subject to the following terms and conditions:

1. The license granted hereby shall also include the reasonable use of the following portions of the Building in connection with the Event: 2<sup>nd</sup> floor catering kitchen, 2<sup>nd</sup> floor restrooms, parking garage, and elevators to access the 2<sup>nd</sup> floor (collectively, along with the Amenity Deck, the “Licensed Space”).
2. The Licensee shall pay (in advance) a usage fee of \$250 for use of the Licensed Space. Licensee shall either validate the parking for its guests or have guests pay for their own parking. In connection with the Event, Licensee shall be responsible to provide and pay for all needed Building maintenance staff, Building security, Building parking personnel, and clean-up of the Licensed Space.
3. If Licensee leaves the Licensed Space unclean, then Licensor will have the Licensed Space cleaned at cost, plus a handling fee of 25%, which shall be paid by the Licensee. This cleaning shall include all of the Licensed Space, as well as, any other portions of the Building affected by Licensee’s use of the Licensed Space.
4. The Licensed Space shall only be used by office tenants of the Building. Accordingly, at least 30% of individuals attending the Event must be tenants of the Building or employees of tenants of the Building.
5. Licensee may use the Licensed Space for the Event on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_ (the “Use Period”); provided however, Licensee shall have up to one hour before and one hour after the Use Period to set up, take down and cleaning. Licensee shall not interfere with other Building tenants use of the Licensed Space during business hours of 7:00 a.m. to 6:00 p.m., Monday through Friday. Any sound amplification taking place before 6:00 p.m., must have Landlord’s written pre-approval.
6. Licensee shall be responsible for any and all damage to the Building and the Licensed Space. Licensee shall carry commercial general liability insurance in an amount not less than \$3,000,000 per occurrence and shall provide a Certificate of Insurance to Licensor evidencing such coverage and naming Licensor, Eakin Properties, LLC and Eakin Partners, LLC (collectively, the “Licensor Parties”) as additional insureds under such policy.

7. All caterers, vendors and other contract parties must be properly licensed and must provide a Certificate of Insurance naming the Licensor Parties as additional insureds with a minimum limit of \$1,000,000 liability for each event. Licensor reserves the right, in its reasonable discretion, to require Licensee, its caterers, vendors and other contract parties to carry additional types and amounts of insurance.
8. Licensee agrees to indemnify, defend, and hold the Licensor Parties and their respective affiliates, employees, members, managers and agents harmless from and against any and all demands, claims, suits, actions, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees and court costs) for personal or bodily injury (including death) or property damage sustained by any person or entity directly or indirectly arising out of or resulting from (a) the Event or the use of the Licensed Space by Licensee pursuant to this Agreement; (b) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement; or (c) any negligent or otherwise tortious act or omission of Licensee, its employees, agents, contractors or invitees. The foregoing indemnity obligations shall survive the termination or expiration of this Agreement.
9. Licensee may not assign or transfer the rights and obligations under this Agreement.
10. Licensee will comply and will cause its agents, employees, contractors and invitees to comply with all laws, ordinances, and regulations established by Federal, State, or local governmental agencies; and by all Building Rules and Regulations.
11. The maximum number of people on the Roof is 150. Music must end by \_\_\_\_\_ p.m., and all guests must be gone by \_\_\_\_\_ p.m.
12. In permitting the use of the Licensed Space, Licensor retains the right to enforce all necessary and proper rules for the management and operation of the Licensed Space, including the right to interrupt or terminate the Event if deemed necessary by Licensor in its sole discretion, in the interest of public safety or the interest of maintaining good order. Representatives of Licensor may enter the Licensed Space at any time and on any occasion without any restriction whatsoever.
13. Licensee agrees to pay costs of repair or replacement for any and all damage of whatever origin or nature which may have occurred during the use of the Licensed Space under this Agreement.
14. Additional Event Requirements:
  - a. Licensee will provide a full and detailed description of the Event and outline of all services required at least two weeks (14 days) prior to the Event.
  - b. Licensee will provide the Certificates of Insurance described above at least two weeks (14 days) prior to the Event.
  - c. If the Event will have more than 40 attendees, Janitorial, SP+ and Building security must be contracted for overseeing guests' arrival, parking and departure from the beginning of the Event until the last guest leaves.
  - d. Alcohol may be served only to guests 21 and over and only by a licensed bartender in accordance with all applicable laws.

- e. All food and trash must be removed, appropriately secured, and placed in the appropriate compactor at the end of the Event.
- f. Only battery operated votives, torches, etc. are allowed. No live flames are allowed anywhere in, on or near the Building. Sparklers and Fireworks are strictly prohibited.
- g. Tents are prohibited.
- h. Moving/rearranging of furniture is prohibited.
- i. Please present plans for any signage and/or décor in advance for landlord approval.
- j. Smoking in the Building and on the Roof is strictly prohibited.
- k. All rented items must be removed before 8:00 a.m. the next business morning after the Event.
- l. Licensee shall not create or allow its use of the Licensed Space to create a nuisance to the other tenants of the Building or the surrounding neighborhood.
- m. The obligations of Licensee under this Agreement are in addition to and not in lieu of the obligations of Licensee under its Lease.
- n. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Facsimile, .pdf or other electronically transmitted signatures shall be deemed original signatures for all purposes hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**LICENSOR:**

RMH-EP, LLC, a Tennessee limited liability company

By: It's Property Manager, Eakin Partners, LLC, a Tennessee limited liability company,

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**LICENSEE:**

[\_\_\_\_\_] , a  
 \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_