



Event Space Contract

Works Progress respects each individual's right to personal privacy. All information recorded here is confidential Works Progress information to anyone.

First and Last Name: _____

Business Name: _____

Event Name: _____

Street Address: _____

City, State, and ZIP: _____

Contact Phone: (_____) ____ - _____

Email Address: _____

For up to date information about Works Progress, we will send you our monthly newsletter and regular announcements by email. If you would prefer not to receive this information, please check here: _____

How did you hear about us?: _____

Agreements:

_____ Please initial here that you have read and agree to the Works Progress Community Standards as posted, which serve as the guideline to being part of our community. Works Progress reserves the right to modify the Standards from time to time.

Event space or meeting room reservation dates and details:

Please circle one: Meeting Room Only Entire Space

Date/s of request: _____

Hours of request: _____

How many people do you expect to have on site?: _____

Amenities needed, please check all that apply:

_____ Projector

_____ White board

_____ Early set-up

_____ Parking instructions for my guests

_____ Other request: _____

THIS RENTAL AGREEMENT ("Agreement") is entered into by and between ELLIE'S COWORKING + CHILDCARE LLC ("Works Progress") and the client named above ("Client").

Works Progress



1. **THE EVENT.** The event is to be held on the date and during the time described above (the “Event”). Client assumes full responsibility for the conduct and safety of Attendees. Works Progress is not responsible for damage to or loss of any personal property left in the Premises before, during, or after the Event. Client specifically understands and agrees that the Premises are used for multiple purposes, and that various individuals may be working in parts of the Premises, passing through, or otherwise present during event. NO outside noisemakers are to be allowed inside Works Progress for the event, unless otherwise approved by Works Progress. If brought in, Works Progress has the right to confiscate such items immediately.
2. **THE PREMISES.** The space rented for the Event is the MULTI-PURPOSE ROOM pictured below (includes over 909 sq ft of the first floor). It is noted that an office may be occupied during the event that is part of the same suite, but is not part of the event rental.
3. **PAYMENT OPTIONS AND SCHEDULE.** By signing this Contract, Client agrees to (a) make a Rental Fee Deposit of fifty percent (50%) of the Rental Fee and (b) to pay remaining amount due plus all additional fees associated with Event, including any missing or damaged equipment or furniture, and any damage to Premises. The remainder of the fee is due by day of the event. Upon receipt of signed Contract, one invoice for the 50% Rental Fee Deposit will be issued to the Client by email with payment instructions. Payment of the Deposit is due upon receipt of invoice to guarantee the Event Space. A second invoice for the remaining amount due will be issued to the Client by email to be paid by the Event Date. Payment Options are as follows:
 - a. Pay the invoice directly online using a credit card.
 - b. Check – Make out to Works Progress and mail to Works Progress, 115 N 85th St, Seattle, WA 98103.
 - c. Payment not received in full by the date of event, shall accrue a \$100 penalty fee and 1% monthly interest until paid in full.
4. **LIQUOR RULES.** It is recommended that Client hire a caterer who is licensed and insured to serve and/or sell alcohol at events. If Client does not desire to use a caterer, Client must understand and comply with all Washington State Liquor Laws. For private events, alcohol may be served if a banquet permit is purchased and restrictions complied with (<http://liq.wa.gov/licensing/banquet-permits>). Registered non-profits (501(c)(3)) may hold public events and serve liquor with a special occasion license (<http://liq.wa.gov/enforcement/special-occasion-license-faq>). Due to Washington State law, for-profit companies may not serve liquor at public events. Client expressly releases Works Progress from all liability for distribution, sale, and consumption of liquor and expressly assumes responsibility for compliance with all Liquor Laws.
5. **FEDERAL, STATE & LOCAL LAWS.** Client will comply with all federal, state, and local laws, regulations and ordinances while using the Premises. Client will be responsible for payment of any fines for infractions of Federal, State, and Local laws during or as a result of the Event.
6. **SET UP AND CLEAN UP & CLEANING DEPOSIT.** Client can ask for help with setting up the space, but is responsible for putting everything back the way it was. For larger groups and events, we require a \$150 deposit be placed on the day of the event. The deposit will be returned in full the first business day after the event if the venue is returned to the original state, included cleaned dishes, trash and recycling ready to take out, floor swept and clean, and tables and chairs wiped. Works Progress is not responsible for any property left on the Premises at the end of the event, and may dispose of such property immediately. Deposit payment options are as followed:
 - a. Pay using a credit card on site or in advance by phone or online invoice.
 - b. Check – Make out to Works Progress and mail in advance or submit on the day of the event to Works Progress, 115 N 85th St, Seattle, WA 98103.
 - c. Payment will be returned in full if the room has been returned to its original



condition. Any deviation from this state will result in Works Progress keeping the entire cleaning deposit.

7. **INSURANCE.** If serving liquor, Client must provide proof of either their own or bartender/ caterer's liquor liability coverage at \$1,000,000 naming Works Progress Seattle LLC (Tenant) and Masin Properties LLC (Landlord) as Additional Insured. Failure to comply with this paragraph constitutes a default of the Agreement. For multi-day, overnight, or over 200 person events, Client must carry general liability coverage for the event reflecting limits of \$1,000,000 per occurrence that covers events and activities, and name Works Progress Seattle LLC as Additional Insured as respects the event. Receive a quote from <http://www.eventinsurancenow.com>.
8. **FOOD/BEVERAGES.** All food must be supplied, served, and/or prepared by a licensed Caterer or Food Preparer. It is specifically agreed that Client is responsible for checking the license and insurance of said Caterer or Food Preparer and bears all liability for failure to do so.
9. **INDEMNIFICATION.** Client shall defend, indemnify, and hold harmless Works Progress and its members, employees, agents, representatives, and landlord from and against all liabilities, damages, costs, and expenses, including Attorneys' fees (collectively "Claims"), arising out of or relating to a breach of this Agreement by the Client or the use of the Premises by Client or any Attendee. Without limiting the generality of the foregoing, Client's defense, indemnification and hold harmless obligations extend to Claims for personal injury, property damage, infringement, music licensing, and other licensing. Client is solely responsible for Client's safety and the safety of Client's guests and invitees, and their property. Works Progress is not responsible for providing security of any type, and is not responsible for theft, injury or damage to persons or property, arising from use of the Premises, or of any facilities, roads, sidewalks, streets, parking lots, or surrounding premises. Moreover, in no event will Works Progress be liable to client or to any third party for any indirect, special, consequential, or punitive damages (including without limitation lost profits) based on any causes of action, regardless of whether Works Progress was aware of the possibility of such damages. The maximum extent of Works Progress's liability under this Agreement shall not exceed the amount of the Rental Fee.
10. **NO WARRANTY.** Client acknowledges and agrees that Premises are provided to Client "as-is" and without warranty of any kind. Works Progress expressly disclaims all warranties, express or implied, including but not limited to any warranty of merchantability and fitness for a particular purpose. Client acknowledges that it has had, or will have, the opportunity to tour and familiarize itself with the Premises prior to the Event.
11. **NO ASSIGNMENT.** This Agreement may not be assigned by Client (whether voluntary, by operation of law, or otherwise) in whole or in part, without the written consent of Works Progress. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.
12. **NONWAIVER.** The failure of Works Progress to insist upon or enforce strict performance by Client of any provision of this Agreement, or to exercise any right or remedy under this Agreement, shall not be interpreted or construed as a waiver or relinquishment to any extent of Works Progress's right to assert or rely upon any such provision, right, or remedy in that or any other instance; rather, the same shall be and remain in full force and effect.
13. **SEVERABILITY.** If any section, clause, or provision of this Agreement is held by a court to be invalid or unenforceable, the remaining provisions hereof shall not be affected and shall remain in full force and effect.
14. **DEFAULT.** In the event Client defaults on any obligation hereunder, including Client's obligation to make payments, then, in addition to all other rights or remedies available, Works Progress shall have the right to cancel Client's right to use the Premises and



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- immediately terminate this Agreement.
- 15. **INDEPENDENTLY CONTRACTING PARTIES.** This Agreement does not constitute a partnership, joint venture, or any other business relationship other than that of independently contracting parties. Client shall have no authority to bind Works Progress in any way, and shall not hold itself out as having any authority to bind Works Progress.
- 16. **AMENDMENTS.** The provisions of this Agreement shall not be waived, altered, modified, or changed, in whole or in part, except by a written amendment signed by all parties.
- 17. **JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of Washington. The exclusive venue of any action or other proceeding shall be in the County of King, State of Washington.
- 18. **ENTIRE AGREEMENT.** This Agreement supersedes any and all prior oral and/or written agreements between the parties concerning the subject matter hereof, and contains all terms and provisions of the agreement between the parties. There are no oral understandings, statements, or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. The invoice at the top of this Agreement is specifically incorporated into this Agreement and is binding to both parties.
- 19. **CONFIRMATION AND CANCELLATION.** The event shall not be secured until this Agreement is signed and the 50% security deposit is received. If another requests the same date prior to your confirmation, we will attempt to allow you first right of refusal. The 50% Deposit is non-refundable.
- 20. **CLIENT RESPONSIBILITIES.** In addition to other responsibilities described or implied in this Agreement, Client specifically understands and agrees that:
 - d. If liquor is to be served, Client must use a licensed and insured caterer or if no servers are used then a BANQUET PERMIT/SPECIAL OCCASION LICENSE must be obtained and shown to Works Progress at time of final payment and displayed on wall during event.
 - e. Client must provide proof of any required insurance to Works Progress prior to event.
 - f. Decorations must be free standing and not require attachment to a wall or fixture. Client must not use any of the following items: confetti, glitter, loose feathers, bubbles, rice, birdseed, fog machines, fireworks, candles or anything else Works Progress deems dangerous or difficult to clean.
 - g. Client is responsible to ensure that only invited guests or licensed members are allowed into Premises during Event. Client will be held strictly liable for the actions of any and all individuals allowed onto Premises before, during or after Event.
 - h. Client is responsible for returning all furniture, fixtures, and equipment in the same condition as items were received. Client will be charged for any missing or damaged equipment, and any damage to fixtures or premises including any damage that requires additional cleaning.
 - i. Client is responsible for washing all dishes used, sweeping floors, wiping off furniture, and generally returning the room the
- 21. **ADDENDUM.** Works Progress is a professional events space that is safely set up for attendees and suitable for the planned event.

I HAVE READ AND FULLY UNDERSTAND THE TERMS AND PROVISIONS OF THIS AGREEMENT. I HAVE AUTHORITY TO SIGN THIS AGREEMENT, AND AGREE TO BE BOUND BY ITS TERMS.

SIGNATURE: _____ Date: _____

First Name _____ Last Name _____
Title: _____