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## PARKWAY NORTH CENTER BUILDING FACILITY USE REQUEST

Tenant:
Address:
Event Contact:
Phone Number:
We would like to use the: Wintergarden at Three Parkway North Formal Garden (by fountain) at Three Parkway North Other:
Date of Event:   Number of People Attending:
Event Will Begin At:, and Will End At:
Type of Event:
The following building services will be required: After Hours HVAC Extra Cleaning Extra Security Engineering Assistance for Set-Up
We will be using the following outside vendors:
<ul> <li>Catering</li> <li>Equipment Rental</li> <li>D.J. / Band (upon Management approval)</li> <li>Florist</li> <li>Other</li> </ul>
Will alcohol be served?
Additional set-up information:

\*Wintergarden and courtyard are not available for private tenant events during the hours of 11:00am – 2:00pm; it is common area building and an amenity open for all tenants of the building

\*No events will be confirmed until all requested information is received

# Please email this form to <a href="mailto:parkwayap@colliers.com">parkwayap@colliers.com</a>

OFFICE USE ONLY:

\_\_\_\_\_ Calendar

\_\_\_\_\_\_ 360Facility Ticket

\_\_\_\_\_ Special Instructions

# 2022 BILLING RATES

### **Building Facility Rental:**

Facility	Rental Rate: Half Day (up to 4 hours) During Business	Rental Rate: Half Day (up to 4 hours) During Non-	Rental Rate: Full Day (up to 8 hours) During Non-	Rental Rate: Per Hour Over 8 hours During Non-
	Hours	Business Hours	Business Hours	Business Hours
Wintergarden (WG)***	\$500.00	\$1,000.00	\$2,000.00	\$250.00
(Seating Capacity 250)	-			
Wintergarden and	\$750.00	\$1,500.00	\$2,500.00	\$250.00
Fountain Courtyard				e.
(Seating Capacity 350)				
Fountain Courtyard	\$500.00	\$1,000.00	\$2,000.00	\$250.00
(Seating Capacity 100)				
1PN Atrium	N/A	\$250.00	\$500.00	N/A

 Rental cost <u>includes</u> OT HVAC, and use of WG tables and chairs. Rental <u>cost does not include</u> Building Management labor for set-up and breakdown of tables and chairs, catering or other outside vendor costs, equipment rental (furniture, AV, décor, pipe and drape, etc.), on-site engineering labor during non-business hour events or additional cleaning or security (billed at above labor rates).

2. The Wintergarden cannot be rented during the hours of 11am-2pm Monday through Friday because it serves as the cafeteria seating area.

3. The Wintergarden is available for rental for Parkway North leased tenants only. Due to liability restraints, rental of the Wintergarden for individual employees is prohibited.

#### RULES AND REGULATIONS FOR USE OF BUILDING FACILITIES

- 1. A Building Facility Use Agreement must be signed prior to the event confirming reservation and requested services.
- 2. Owner's Building Manager will provide adequate restroom facilities and supplies as needed at no charge to the Tenant; however, Owner's Building Manager is not responsible for maintaining the restrooms during the event.
- 3. The Tenant shall be responsible for the arrangement, receipt and return of any deliveries and/or equipment used during the event.
- 4. Any engineering support needed for the event will require at least seven (7) days prior notice.
- 5. Any changes to this Agreement must be made no later than 48 hours prior to the event and are subject to the approval of the Owner's Building Manager.
- 6. Any power requirements must be checked and approved by engineering prior to the event.
- 7. Cleaning arrangements for the facilities will be the responsibility of the Tenant, but can be made through the Owner's Building Manager.
- 8. The Tenant will not permit more than 250 people in the **Wintergarden** due to the capacity allowance of the Deerfield Fire Department. If at any time during the event the Owner's Building Manager feels that the number of persons using the facility is exceeding the stated limit or is otherwise posing a danger to the building, the Tenant agrees that the admittance of more people into the event will cease.
- 9. The responsibility for compliance with the above or repair of any damages or reimbursement to the building of moneys expended for any damages or repairs needed due to the event is the absolute responsibility of the Tenant.
- 10. Tenant agrees that it will defend, indemnify and save harmless Owner and employees from any and all loss or liability, demands, judgments, expense (including attorneys' fees), claims or actions based upon or arising out of damages or injury (including death) to persons or property (including that of the Owner) incurred by or sustained in connection with the Event which is the subject of this agreement by reason of any and all acts or omissions or negligence by the Tenant, its employees, and invitees, or by conditions created thereby, or based upon any violation of any statute, ordinance or regulation. Owner shall not be liable unless it is established that there has been gross negligence or a willful act on the part of either entity or its employees.
- 11. To help assure such indemnity of the Owners, Tenant agrees, at its sole cost, to carry and keep in full force and effect during the Event an occurrence-based commercial general liability (CGL) policy with a combined single limit of not less than \$5,000,000, including contractual liability, broad form property damage and host liquor liability (the primary CGL policy may be supplemented with an excess/umbrella policy). The latter is needed only if Tenant will serve alcoholic beverages. The Owner is to be named as additional insureds for this Event. In addition, evidence of Workers' Compensation coverage with Employer's Liability limits of \$500,000 is also required. Tenant's policy will be primary to that of Owner and will include a waiver of subrogation. A Certificate of Insurance showing that these requirements have been met must be received by the Owner's Building Manager five days before the date of the Event. If an acceptable Certificate of Insurance is not received by the Owner's Building Manager, Owner shall deny Tenant access and use of the building facility on the date scheduled for such Event.