

LOUNGE @ 200



Reservation Application

To reserve the Lounge @ 200, please submit this completed form to the Office of the Building by emailing it to Julia Rabban at julia.rabban@transwestern.com or delivering it to suite 1130.

SUBMITTAL OF THIS APPLICATION DOES NOT CONSTITUTE A RESERVATION. All applications are subject to review and approval. The Office of the Building reserves the right to require additional information or documentation regarding the application, event participants, event vendors, cosponsors, event activities or the event itself.

The Lounge @ 200 may be reserved between the hours of **4:00pm – 10:00pm Monday through Friday and 9:00am – 5:00pm Saturdays and Sundays at a (6) hour maximum.** Reservations will be accepted on a first-come, first-served basis.

There is no fee to reserve the Lounge @ 200, however, fees for late cancellations, additional cleaning, porter and overtime HVAC services will apply. Reservations must be submitted at least one (1) week prior to the preferred reservation date. To avoid a fee, the Office of the Building must be notified of cancellations at least (24) hours prior to the reservation time.

APPLICANT INFORMATION		
Tenant Company Name:	Suite #:	
Tenant Contact Name:	Office Phone #:	
Tenant Contact Email:	Mobile Phone #:	
EVENT INFORMATION		
Event Name:	Number of Attendees:	
Event Date:	Event Start - End Time:	
Alternate Event Date:	Event Start - End Time:	
EVENT DESCRIPTION:		
Please provide a detailed description of your event. Document(s) with event information or other materials describing the event may be attached to this application.		
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Vendor(s) Name: _____		
Will alcohol be served at the event? (circle one)	YES	NO
COI(s) on file with the Office of the Building? (circle one)	YES	NO
Would you like after- hours HVAC provided? (fees may apply)	YES	NO
Additional Comments or Requests (i.e. furniture, signage, IT/AV etc):		
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*Please note, Vendors are not permitted to park at the Loading Dock throughout the event.		

LOUNGE @ 200



Fee Schedule

There is no fee to reserve the Lounge @ 200, however, fees for late cancellations, additional cleaning, porter and overtime HVAC services will apply.

- o 2016 hourly rate for additional cleaning and porter services:
 - (2) hour minimum fee
 - labor: \$42.00 per hour

- o 2016 hourly rate for overtime HVAC services:
 - heating: \$24.82 per hour
 - cooling: \$105.99 per hour

All reservations are subject to additional fees, including but not limited to: Security, Janitorial and Cancellations. Fees are subject to change.

USER AGREEMENT TERMS AND CONDITIONS

Formation of Agreement

As a stipulation of the Lounge @ 200 Terms & Conditions, only Office Tenants of 200 West Madison, and not individual persons, may reserve the Lounge @ 200. By making a Lounge @ 200 reservation, which is subsequently confirmed by the Building Owner, the Tenant for whom the reservation is made (the "User") will agree to pay the price quoted per the Fee Schedule and for services ordered from the Building Owner in connection with the reservation, subject to the Cancellation Policy (see Fee Schedule), and authorizes the Building Owner to charge such amounts to the User's monthly billing statement. Additional charges for cleaning and security will be the responsibility of the User. Additional cleaning charges may also apply for large events that require extensive cleaning and/or multiple trash removals. Such additional services will be billed through the User's monthly billing statement. Any local taxes applicable in addition to amounts quoted shall be paid by the User.

Use of Lounge @ 200

A confirmed application, completed agreement and payment of all charges gives the User the right to use the Lounge @ 200 on the date and during the time reserved, subject to these Terms and Conditions. The User assumes full responsibility for the conduct of all persons in attendance at the event (including outside invitees) and for all damage done to the Lounge @ 200 or to any part of the building and property in which the Lounge @ 200 is located by any such persons or any other person entering the building or property in connection with the use of the Lounge @ 200 by the User. The right to use the LOUNGE @ 200 is "personal" to the User and its employees and invitees. If the User will host invitees from outside of the Building, **a guest list must be submitted to the Management Office at least seventy-two (24) business hours prior to the reservation.** The total number of guests may not, at any point, exceed **100** persons in the Lounge @ 200, which is the maximum occupancy. Upon check-in with Security, all registered guests of the User will be issued visitor badges which must be retained throughout the duration of their stay. The User will use the Lounge @ 200 only in compliance with all applicable laws, codes, Building and Lounge @ 200 Rules and Regulations (see attached). Use of the Lounge @ 200 may be denied or terminated if the User is in breach of any of these Terms and Conditions or the Lounge @ 200 Rules and Regulations. The User agrees to return the Lounge @ 200 and all furniture and equipment in the same condition and state of repair as existed prior to the User's use.

Acceptance of Lounge @ 200

The User acknowledges and agrees that it is using the Lounge @ 200 at its sole risk, that it will accept the same "as is" with all faults and flaws, that it will inspect the Lounge @ 200 for hazardous or dangerous conditions immediately prior to its use and will immediately notify the Office of the Building of any hazardous or dangerous conditions that are discovered, and that it will use the Lounge @ 200 in full compliance with the terms and conditions of any written procedures and regulations provided to the User. Neither the Building Owner nor the Property Manager makes any representations or warranties, either expressed or implied, with respect to the condition of the Lounge @ 200 or its fitness or suitability for the User's use, including but not limited to any warranties of merchantability or habitability or fitness for a particular purpose. The User acknowledges that it has not relied on any such representations or warranties. All personal property of the User and its

invitees shall be there at the sole risk of the User and its invitees. Neither the Building Owner nor the Property Manager shall be liable for any loss of or damage to personal property.

Suspension of Performance

Performance of this Agreement by the Building Owner is contingent upon the ability of the Building Owner to perform the same, and is subject to failure of equipment, the performance of repairs, improvements or alterations, shortages of staff, equipment or materials, strikes, casualties, acts of God, war, civil disturbances, and other causes beyond the reasonable control of the Building Owner.

Liabilities and Damages

To the extent permitted by law, the User, for itself and its agents, successors, insurers, affiliated and related companies, and assigns, and each of their agents and employees and invitees (all of the foregoing, "Affiliates"), hereby releases and forever discharges the Building Owner, the Property Manager, and all agents, employees, and direct or indirect owners or affiliates of the Building Owner and/or the Property Manager, and each of them (collectively the "Building Ownership Parties"), from any and all claims, demands, losses, costs, expenses or other liabilities of whatever nature (including attorneys' fees and other fees, costs, and expenses), at law, in equity or otherwise, arising out of or related in any manner to the condition of the Lounge @ 200, including any latent defects, or the use of the Lounge @ 200 by the User or any of the User's Affiliates or any of their respective invitees, or otherwise relating in any way to this Agreement (all of the foregoing, "Claims"), including any and all Claims related to personal injury or property damage occurring at or about the Lounge @ 200. The User and its Affiliates shall jointly and severally indemnify, defend, and hold harmless the Building Ownership Parties from and against any and all Claims made against or otherwise incurred by any of the Building Ownership Parties, in any way related to, or resulting from, this Agreement or the use of the Lounge @ 200 by the User or any of the User's Affiliates or other invitees, all to the fullest extent permitted by law. This paragraph shall expressly survive use of the Lounge @ 200 and payment for such use for the longest period permitted by law.

If the Building Owner so requests prior to the User's use of the Lounge @ 200, the User shall provide evidence that it carries commercial general liability insurance in an amount satisfactory to the Building Owner and insuring the indemnity agreement contained in this Agreement. The Building Owner may require that it be named as an additional insured with respect to such insurance.

The liability of the Building Owner under this Agreement shall be limited to its interest in the Building in which the Lounge @ 200 is located. User, for itself and its other Affiliates, hereby waives any claims in connection with this Agreement or the Lounge @ 200 for punitive, consequential, or exemplary damages or for loss of income, profits, or savings. In addition, to the extent permitted by law, in no event shall the liability, if any, of the Building Ownership Parties to the User and its Affiliates in connection with use of the Lounge @ 200 or under this Agreement exceed the amounts paid to the Building Owner under this Agreement.

LOUNGE @ 200



General Provisions

The right of the User to use the Lounge @ 200 is a license, and there will be no leasehold or tenancy. Building Owner and Managing Agent each reserve the right to cancel the license at any time in the event either such party determines that the particular use of the Lounge @ 200 by any User (or its invitees) is resulting in an adverse effect on Building operations, or is otherwise creating an emergency situation, or is prohibited by any applicable laws, rules or regulations affecting the Building. The User will pay any expenses, including reasonable attorneys' fees, which the Building Owner incurs in enforcing this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provisions. This Agreement constitutes the entire agreement of the parties with respect to the Lounge @ 200 and Claims and may not be modified except in writing signed by both parties.

Authority

The person who has entered into this Agreement on behalf of any corporation or other entity which is the User represents that he or she has full authority to enter into this Agreement and bind the User to it. For all purposes of this Agreement, any consent, approval or other undertaking of the "Building Owner" or the "Office of the Building" hereunder may be given or taken by the owner of the Building, as "Building Owner", or by the property manager of the Building, as "Property Manager" and agent on behalf of the Building Owner.

The undersigned acknowledges that he or she and any guests must adhere to the Use Agreement Terms and Conditions, and attached Rental Information, Rules and Regulations and Insurance Requirements all of which exhibits are incorporated as part of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, (i) Tenant, and its permitted successors or assigns under its lease at the Building, and (ii) Building Owner (and, if assigned to and assumed by any successor owner of the Building, then such assignee, as successor "Building Owner" hereunder).

Signed By: _____

Tenant: _____

By: _____

Title: _____

Date: _____

Building Representative in
receipt of Agreement: _____

Title: _____

Date: _____

LOUNGE @ 200



EXHIBIT A RENTAL INFORMATION

200 West Madison is thrilled to provide the Lounge @ 200 for you and your guests. We hope you enjoy the amenity and its state-of-the-art features. As a courtesy to all, we kindly request Tenants and their guests to maintain a respectful and professional environment while visiting the Lounge @ 200.

- The Lounge @ 200 is located on the 9th floor of 200 West Madison. The Lounge @ 200 is available for private rental to Office Tenants **only**. All rentals are subject to the application approval process.
- Reservations may be made for Mondays – Fridays from 4:00pm – 10:00pm only.
- Reservations may be made for Saturdays and Sundays at a (6) hour maximum between 9:00am – 5:00pm.
- Reservations will be accepted on a first-come, first-served basis via a completed Lounge Reservation Application, which must be submitted to the Office of the Building at least one (1) week prior to the reservation date. Please be sure to include an alternate date on the reservation form.
- The LOUNGE @ 200 has a maximum occupancy of **100 persons**.
- LOUNGE @ 200 furnishings include table seating, gaming area, lounge areas, a small kitchenette, televisions and wireless internet services. Furniture within the Lounge @ 200, including the pool table top and bar chairs, may be relocated upon request and should be relocated by building personnel only. User is responsible for any damage done to said items.
- Tenants may have food and beverages catered by a vendor of their choice. Tenants are responsible for notifying the Office of the Building if any outside vendors will be used, and any such vendors will be subject to approval by the Office of the Building. **At least (24) business hours prior to an event, a certificate of insurance must be submitted for any and all outside vendors. Liquor Liability / Dram Shop insurance is required if liquor will be served during an event.** Please see the attached page for event vendor insurance requirements.
- There is no fee to reserve the Lounge @ 200, however, fees for late cancellations, additional cleaning, porter and overtime HVAC services will apply. These fees will be included in the Tenant's monthly billing statement. Fees are subject to change.
 - 2016 hourly rate for additional cleaning and porter services:
 - (2) hour minimum fee
 - labor: \$42.00

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- 2016 hourly rate for overtime HVAC services:
 - heating: \$24.82
 - cooling: \$105.99

- The Lounge @ 200 will be cleaned at the end of each day. However, it is the Tenant's responsibility to dispose of all trash and debris appropriately after their rental time. Any items left behind at the end of the rental time, may, at Building Owner's election, be discarded. If more than standard cleaning is required, as determined by building management, all charges will be the responsibility of the user.

- If individuals that are not registered and are from outside of the Building, a guest list must be submitted to the Management Office at least seventy-two (24) business hours prior to the reservation.

- The Office of the Building reserves the right to impose a reasonable limitation on the number of events which a Tenant may hold within any one (1) month or within any twelve (12) month period.

EXHIBIT B **Rules & Regulations**

1. Description of Lounge @ 200

The Lounge @ 200 is located on the 9th Floor of 200 West Madison. The Lounge @ 200 has a **100** person maximum occupancy. The Lounge @ 200 is an amenity to the Building and shall be governed by the Lounge @ 200 Rules and Regulations contained herein.

2. Conditions of Access and Use

1. Access to and Use of the Lounge @ 200 is exclusive to Office Occupants of 200 West Madison that are employed by a Tenant with a current leased office space located at 200 West Madison in Chicago, Illinois. Should Occupant's employment at 200 West Madison cease for any reason, access and permission to use the Lounge will terminate.
2. All users must be at least eighteen (18) years of age.
3. Access to and use of the Lounge @200 shall, at all times, be subject to any and all rules and regulations now existing or hereafter promulgated by Building Owner or its Managing Agent.
4. Owner or its Managing Agent may elect to revoke access and the use of the amenity (including cable TV, and Wi-Fi) at any time at its sole discretion.
5. All Governing Laws, Codes, and General Building Rules and Regulations shall apply to Lounge @ 200.
6. User may not use the Lounge @ 200 if an uncured default exists under its lease in the Building.
7. The Office of the Building reserves the right to impose a reasonable limitation on the number of events which a Tenant may hold within any one (1) month or within any twelve (12) month period.

3. No Unregistered Guests

Regular access to the Lounge @ 200 is provided to Office Occupants of 200 West Madison only. Occupants shall not be entitled to bring unregistered guest into the Lounge @ 200 or lend their access card to any person. Access and Usage rights may be permanently revoked by Building Owner or its Managing Agent if Occupant is found violating this provision.

4. Lounge @ 200

The Lounge @ 200 will be open 24 hours a day, 7 days a week with the exception of reserved hours. The Lounge @ 200 is closed on building holidays.

5. Occupant's Property

Occupant acknowledges that Wi-Fi, televisions, other electronic equipment, furniture, seating, kitchen area, cabinets and countertops are provided for the convenience of the Occupants only. Building Owner or its Managing Agent shall not be liable for the disappearance, loss, theft, or damage to or of any Occupant's personal property.

6. Involuntary Termination

Building Owner or its Managing Agent reserve the right to terminate or suspend, for such period of time as Building Owner or its Managing Agent shall deem appropriate, any privileges of the Occupant as a result of failure to comply with any provision the Lounge @ 200 Rules and Regulations or for any other actions that are in any way detrimental to the best interest of the operations of the Lounge @ 200 or its use by other Occupants. Access and Use may be terminated or suspended verbally with subsequent written notification to employer of Occupant.

7. General Rules

1. The Lounge @ 200 is available to all 200 West Madison Tenants and their guests 24 hours a day, 7 days a week with the exception of hours reserved for private events.
2. All guests must be escorted by a registered Tenant and should have their visitor badge on their persons while in the Lounge @ 200.
3. All entry doors must remain closed at all times. Do not prop or hold open the doors for any reason. A standard building badge should be used to gain entry.
4. Furniture, electronics, and other miscellaneous items are provided as a courtesy. To maintain the amenity, no items should be relocated or removed for any reason.
5. The Lounge @ 200 is not to be used as a substitution for regular leased office space and/or permanent work area, or as a secondary conference center.
6. As a courtesy for all, please clean up after use of the Lounge @ 200. The designated waste and recycling receptacles should be used as needed.
7. Occupants are expected to maintain a professional and respectful environment. Any occupant that does not exhibit professional or courteous behavior will be asked to leave the Lounge @ 200.
8. Occupants shall not tap, hit or disturb the aquarium or feed the wildlife.
9. Occupants shall not touch or alter the living wall displays.
10. Gaming and pool table accessories shall not be removed from the Lounge @ 200. Please return all gaming accessories to the designated storage shelves after use.
11. Pool table top is to be removed or installed by building personnel only. Please contact the Office of the Building at 312.407.6400 if needing assistance.
12. No alterations, such as installation of signage or decorations, shall be made to the space.

13. All audio and visual electronics shall be used in a respectful manner. Please contact the Office of the Building at 312.407.6400 if needing assistance.

14. Wireless internet is provided as a courtesy. To maintain quality service for all users, occupants shall not “stream” or download large files.

15. Wi-Fi Network Credentials:

- Network: 200 West Madison
- Password: Dawnshadows

16. Restrooms on the 9th floor are available to Tenants and their guests while occupying the Lounge @ 200. The restrooms are accessible with a standard building badge, and also with the below pin codes:

- Women’s Restroom: 0901#
- Men’s Restroom: 0902#

8. Additional Insurance

Owner may require different or additional insurance, depending on the nature of the use or if alcohol will be present. All indemnification, insurance, limitations on liability and waiver of subrogation provisions set forth in Tenant’s lease shall be applicable to both the event and Tenant’s use of the Lounge @ 200, as if the same was a portion of Tenant’s leased premises.

9. Catering and Vendors

Users may have food and refreshments catered in the space by a vendor of their choice, but are responsible for notifying the Office of the Building if any outside vendors will be used. All such vendors will be subject to approval by the Office of the Building prior to an event. A certificate of insurance must be submitted for any and all outside vendors at least (24) hours prior to a reservation start time. Liquor Liability / Dram Shop insurance is required if liquor will be served during an event. Please see the Exhibit D for event vendor insurance requirements.

10. Additions and Modifications to Rules and Regulations

Building Owner and Managing Agent expressly reserve the right to add to, or modify, these rules and regulations, all of which shall be binding upon each Tenant and its respective invitees and other Occupants upon delivery of such additions or modifications to the respective Tenant.

EXHIBIT C
INSURANCE REQUIREMENTS



Certificate of Insurance Requirements

Building: 200 West Madison Street

Manager: Transwestern Commercial Services, LLC, Agent for 200 West Madison

Owner: **MEPT 200 West Madison LLC**

Additional Insured: **MEPT 200 West Madison LLC**
MEPT Edgemoor REIT LLC
Bentall Kennedy (US) Limited Partnership
NewTower Trust Company
Transwestern Commercial Services, LLC
Transwestern Commercial Services Illinois, LLC
The Prudential Insurance Company of America and their successors, agents, members, officers, directors, and employees.

Certificate holder is to read: **Transwestern Commercial Services Illinois, LLC**
Transwestern
200 West Madison, Suite 1130
Chicago, Illinois 60606

Certificate shall state: "Such policies are primary and any insurance carried by **MEPT 200 West Madison, LLC.** and **Transwestern Commercial Services Illinois, LLC,** is secondary and non-contributing with such policies.

MINIMUM CONTRACTORS/SUBCONTRACTORS INSURANCE REQUIREMENTS

All contractors and subcontractors doing any kind of work on the property are required to provide evidence of insurance. The limits set forth in this section are based on the degree of risk and the scope of work involved in the services to be provided. The actual dollar amount of a contract has no bearing on the potential risk. From time to time, you may come across exceptions to these recommendations.

****NO CONSTRUCTION OR SERVICE OPERATION IS TO BEGIN
PRIOR TO RECEIPT OF REQUIRED CERTIFICATES OF INSURANCE****

CATEGORY I – High Risk / Major Exposure

- General Contractors
- New Construction
- Major Renovations
- Armed Security Guards
- Demolition-Structural
- High Rise Curtain Wall Repair
- Hot Water Management

Minimum Limits Category I:

General Liability: \$1,000,000 per occurrence / \$1,000,000 aggregate

Umbrella Liability: \$5,000,000 per occurrence / \$5,000,000 aggregate

Automobile Liability: \$1,000,000 combined single limit. Include coverage on all owned, hired and non-owned automobiles.

Workers' Compensation and Employers' Liability Insurance \$1,000,000 each accident for bodily injury by accident; \$1,000,000 bodily injury by disease.

CATEGORY 2 – Moderate Risk / Exposure

- HVAC
- Electrical
- Roofing
- Trash Haulers
- Alarm Systems
- Unarmed Security Guards
- Plumbing
- Concrete
- Movers
- Mechanical
- Interior Sprinklers
- Investigation
- Elevators and Mechanical
- Demolition-Interior
- Framing/Drywall
- Asphalt
- Carpentry
- Locksmiths

Minimum Limits Category 2:

General Liability: \$1,000,000 per occurrence / \$1,000,000 aggregate

Umbrella Liability: \$1,000,000 per occurrence / \$1,000,000 aggregate

Automobile Liability: \$1,000,000 combined single limit. Include coverage on all owned, hired and non-owned automobiles.

Workers' Compensation and Employers' Liability Insurance \$1,000,000 each accident for bodily injury by accident; \$1,000,000 bodily injury by disease.

CATEGORY 3 - Moderate to Low Risk / Exposure

- Exterior Painting
- Masonry
- Flooring (all types)
- Millwork/Cabinetry
- Landscaping
- Phone Cabling
- Insulation
- Exterior Sprinklers
- Computer Cabling
- Glass
- Pest Control
- Carpeting

Minimum Limits Category 3:

General Liability: \$1,000,000 per occurrence / \$1,000,000 aggregate

Umbrella Liability: Attempt to obtain \$1,000,000 per occurrence / \$1,000,000 aggregate umbrella

Automobile Liability: \$1,000,000 combined single limit. Include coverage on all owned, hired and non-owned automobiles.

Workers' Compensation and Employers' Liability Insurance \$1,000,000 each accident for bodily injury by accident; \$1,000,000 bodily injury by disease.

CATEGORY 4 – Low Risk / Exposure

- Blinds/Draperies
- Light Cleaning
- Ceramic Tile Walls
- Other Low Risk Goods and Services Vendors & Contractors
- Commercial Cleaning
- Temporary Labor
- Interior Painting
- Interior Decorator
- Wallpaper
- Interior Plant Maintenance

Minimum Limits Category 4:

General Liability: \$500,000 per occurrence / \$500,000 aggregate

Automobile Liability: \$500,000 combined single limit. Include coverage on all owned, hired and non-owned automobiles.

Workers' Compensation and Employers' Liability Insurance \$1,000,000 each accident for bodily injury by accident; \$1,000,000 bodily injury by disease.

Additional Requirements: Architects and Engineers

Professional Liability Insurance

Requirement:

Project Cost	Professional Liability Limit Requirement
Under \$5 million	\$1 million
\$5 million to \$25 million	\$2 million
\$25 million to \$50 million	\$3 million to \$5 million
Over \$50 million	\$5 million or higher

Please contact the Office of the Building at 312.407.6400 with any questions or concerns.