

**MCKAY TOWER ROOFTOP DECK AND LOUNGE
USER AGREEMENT**

146 Monroe Center NW, Grand Rapids, MI 49503

1. Availability. The Rooftop Deck and Lounge shall be available to all business and residential tenants of the Building when it is not being rented for a private event. Access will be provided via the tenant's key card. The immediate document must be signed by each tenant who wishes to have access to the Rooftop Deck and Lounge and kept on file with the Building manager.

2. Private Events. Tenants who wish to reserve the Rooftop Deck and Lounge for a private event may do so on a first-come, first-serve basis ("Private Event"). Such rentals shall be dealt with by way of a separate agreement known as a Rooftop Access Agreement. In order to reserve the Rooftop Deck and Lounge, tenant must submit a Rooftop Access Agreement form no later than two (2) weeks prior to the requested date, specifying the date, hours, nature of event, and number of individuals anticipated. Private Events must use caterers approved by the Property Manager, and any bar services must be provided by staff from The Ballroom at McKay. Details regarding such services are set forth in the Rooftop Access Agreement.

3. Limitations.

3.1 Use of the Rooftop Deck and Lounge, other than for a Private Event, is limited to business and residential tenants of the Building who have signed this Agreement and their respective invitees and shall not exceed at total of 49 persons at any given time.

3.2 Any Private Event must be held directly by the tenant; tenant may not license or assign to any other person the right to use the Rooftop Deck or Lounge.

3.3 Landlord reserves the right, in its sole and absolute discretion, to impose a reasonable limitation on the number of Private Events which a Tenant may hold within any twelve (12) month period.

4. Rules.

4.1 No smoking is permitted in the Lounge or on the Deck.

4.2 Tenant must ensure that tenant and guests stay within designated area. Tenant is responsible for keeping their guests orderly, and cleaning up after themselves. If you are the last to leave the space, please turn off all lights, the television, and the fireplace.

4.3 All children under eighteen (18) years of age must be directly supervised by an adult.

4.4 No open flames shall be permitted, other than properly supervised chafing dishes.

4.5 No items shall be thrown from the roof. All items used on the Deck such as furniture, equipment, etc. shall be secured against movement or damage by the wind.

4.6 Tenant may only consume alcoholic beverages purchased and served by The Tower Ballroom, who is the liquor licensee for this space.

4.7 Tenant is responsible for the actions of its guests and invitees. Landlord reserves the right to deny entry to any such invitees at Landlord's discretion. All invitees must be accompanied by tenant during any visit to the Rooftop Deck and Lounge.

4.8 Tenant shall indemnify, defend, and hold harmless the Landlord, its officers, directors, members, managers, agents, and employees against and from any liability, expense or claim thereof (including, but not limited to, actual attorneys' fees and costs) whether for injury to persons, including death, or damage to property directly or indirectly occurring on or arising out of the tenant's and tenant's guests use of the Rooftop Deck or Lounge.

4.9 Landlord reserves the right to rescind any of these rules and make such other and further rules and regulations as in its judgment shall from time to time be needful for the operation of the Rooftop Deck and Lounge.

I hereby agree to abide by the above rules and all subsequent revisions and additions to these rules:

Signature: _____

Print Name: _____

Company Name (if any): _____

Email Address: _____

Access Card Number: _____

Date: _____