

CONFERENCE ROOM CENTER USER AGREEMENT

1. **User Information.**

Clearly PRINTED name of user {applicant}:

(First) _____ (Last) _____

PHONE NUMBER: _____

2. **Conference Room/Rate.** This Agreement pertains to Conference Room Name: _____ (SKYLINE, BALBOA, or GASLAMP) depicted on Exhibit Schedule "1" attached hereto. In consideration of \$ _____ ("User Fee"), user ("User") shall have the right to use the Conference Room from _____ to _____ on (Date) _____. In no event shall User remain in the Conference Room beyond the designated time. In no event shall User be entitled to a refund if User does not use the Conference Room or does not use it for the full allotted time.

3. **Use.** User shall use the Conference Room solely for a meeting and general office purpose only. User agrees to remove all personal effects from the Conference Room prior to the expiration of the allotted time. User shall keep the Conference Room in clean condition. All damage to the Conference Room caused by User or User's invitees, shall be User's responsibility at User's sole cost and expense.

4. **Hold Harmless/Waiver/Indemnity.** User accepts full responsibility for, and accepts all risks of, any injury or damage of whatever kind to User or User's invitees which might arise in any manner whatsoever, directly or indirectly, relating in any manner to User's use of the Conference Room. User hereby releases from, waives against, discharges and holds harmless KP Emerald Owner, LLC, a Delaware limited liability company, and its partners and subpartners, subsidiary and affiliate corporations and entities, and its officers, directors, advisory board members, agents, property managers, servants and employees (collectively the "Landlord Parties") from and with respect to any and all claims and liability, of whatever nature, with respect to any injury or damage, however caused, and whenever occurring in connection with the Conference Room. User further agrees to indemnify, protect, defend and hold harmless the Landlord Parties with respect to any and all claims, liabilities, debts, demands, dues, causes of action, damages and costs, including attorneys fees, which the Landlord Parties might pay or might incur as a result of any claim or demand of any kind made by User or by anyone acting through or on behalf of User, relating in any manner whatsoever to any such injury or damage in connection with the Conference Room.

5. **General Provisions.**

A. User's conduct will at all times be in full compliance with all applicable laws. Any violation by User of any such law or of any of the rules and regulations promulgated by the Landlord Parties shall be grounds for immediate termination of User's rights to use the Conference Room.

B. In the event that either User or the Landlord Parties commence any sort of legal proceeding relating to this document, the prevailing party shall be entitled to recover attorneys' fees, as fixed by the court or tribunal having jurisdiction over the proceeding.

6. **Billing.**

A. For Emerald Plaza Tenants (Only): Please note: All conference room charges will be added to your monthly rent statement.

B. For non-Emerald Plaza Tenants: Please make checks payable to:

KP Emerald Owner, LLC

By its signature below, User hereby acknowledges that User has read the contents of this document and is familiar with and understands them. This document will be binding not only upon User, but also upon User's heirs, administrators, executors, personal representatives, successors, assigns and any other person or entity claiming by or through User.

Date: _____

Signature

Print Name

SCHEDULE "1"

CONFERENCE ROOM/RATES

PLAN VIEW

