

SEAGATE PROPERTIES CONFERENCE CENTER AGREEMENT

44 Montgomery Street
San Francisco, CA 94104
(415) 392-4114 x140
(415) 392-1054 fax
www.44Montgomery.com

AGREEMENT

The Seagate Properties Conference Center (the "Conference Center"), located on the Lower Level of 44 Montgomery (the "Building"), is available for rent by tenants of the Building (the "Tenants") and the general public Monday through Friday on a first-come, first-serve basis with Building tenants taking precedent. This Agreement is made by and between Seagate Properties, Inc., as Landlord and the undersigned, as Renter, and shall set forth the terms by which the parties of the Agreement shall be held liable.

Scheduling/Cancellation: Contact the 44 Montgomery Concierge at 415-392-4114 x140, by email at concierge@seagateprop.com or via WorkSpeed System for availability and scheduling. Tenants of the Building will receive scheduling priority. This Agreement must be submitted to the Concierge a minimum of seventy-two hours prior to the scheduled date of use. A confirmation of your reservation will be sent to you via email or facsimile.

Cancellations require at least two business days advance notice in written form. Reservations cancelled within less than two business days are subject to full payment. The Renter understands that the charges for the use of the facilities and equipment will be billed by 44 Montgomery. Room set up changes requested on the day of use may be assessed an additional fee.

Room Set-Up: Standard conference room set-up options are provided. Material variations to the standard set-up are subject to additional fees. Standard classroom-style arrangement will be set if no room set-up is specified.

Payment: Amount due may be required at the time of contract submittal for *non-tenants* to reserve the Conference Center. Money order or check (made payable to: OTR-44 Montgomery) will be accepted and must be paid upon submittal of this Agreement. We can not accept payment by credit card.

Insurance: *Non-tenants* must present a certificate of insurance reflecting coverage to the Concierge forty eight (48) hours prior to the scheduled meeting. Certificate(s) of insurance must name the Landlord as additional insured using the following language identifying Landlord in its entirety as part of the certificate:

OTR, AN OHIO GENERAL PARTNERSHIP, AS NOMINEE OF THE STATE TEACHERS BOARD OF OHIO, A STATUTORY ORGANIZATION CREATED BY THE LAWS OF OHIO, BY SEAGATE PROPERTIES, INC., A CALIFORNIA GENERAL PARTNERSHIP, ITS MANAGING AGENT.

Send to: "Concierge", 44 Montgomery Suite 2950 San Francisco, CA 94104 or fax to (415) 392-1054 attention "Concierge." The Building reserves the right to restrict access to any party not adhering to the Building Rules and Regulations.

Repair of Damage/Loss: Renter shall return the facility and all equipment provided to the Renter by 44 Montgomery, upon completion of its program, in the same condition as provided to Renter, ordinary wear and tear and ordinary janitorial clean up excepted. Renter, at its cost and expense, shall repair or reimburse 44 Montgomery for the costs incurred in repairing all damage to the facility or equipment provided to Renter by 44 Montgomery resulting from Renter or its guests' employees or invitees use or occupancy of the facility and equipment.

Americans with Disabilities Act: While using the facility, Renter shall comply with all of the provisions of the Americans with Disabilities Acts and all rules, regulations and guidelines promulgated thereunder (the "ADA") applicable to Renter's use of the facility, including, without limitation, the modification of the Renter's policies, practices and procedures to accommodate individuals with disabilities. Renter shall indemnify, defend and hold 44 Montgomery Street harmless for, from and against all claims, damages, fines, costs, expenses and penalties incurred by 44 Montgomery Street as a result of Renter's violation of the ADA.

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-- All rates include setup and teardown costs and are subject to change upon reasonable notice --
 -- An additional fee for janitorial services will be charged to all catered meetings

TENANT RATES

<i>(Monday-Friday 8am-5pm)</i>	<u>UP TO 4 HOURS</u>	<u>MORE THAN 4 HOURS</u>
Montgomery Street Room	\$295	\$395
Market Street Room	\$225	\$325
Sutter Street Room	\$195	\$295

“Non-Business-Hours” Rates for Building Tenants:

<i>(All hours other than above)</i>	<u>UP TO 4 HOURS</u>	<u>MORE THAN 4 HOURS</u>
Montgomery Street Room	\$495	\$595
Market Street Room	\$425	\$525
Sutter Street Room	\$395	\$495

NON-TENANT RATES

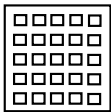
<i>(Monday-Friday 8am-5pm)</i>	<u>UP TO 4 HOURS</u>	<u>MORE THAN 4 HOURS</u>
Montgomery Street Room	\$355	\$475
Market Street Room	\$275	\$395
Sutter Street Room	\$235	\$355

“Non-Business-Hours” Rates for non-tenants:

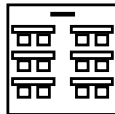
<i>(All hours other than above)</i>	<u>UP TO 4 HOURS</u>	<u>MORE THAN 4 HOURS</u>
Montgomery Street Room	\$595	\$725
Market Street Room	\$525	\$625
Sutter Street Room	\$475	\$595

Non-tenants may also be required to submit proof of appropriate insurance as well as a refundable security deposit of \$500. Seagate Properties, Inc. reserves the right to refuse business to any party.

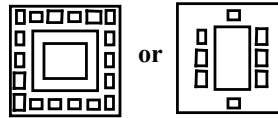
CAPACITIES



(Theatre setup)



(Classroom setup)



(Boardroom setup)

Montgomery Room	<u>65</u> people theatre; <u>35</u> people classroom; <u>25</u> people boardroom
Market Room	<u>30</u> people theatre; <u>16</u> people classroom; <u>20</u> people boardroom
Sutter Room	<u>8-10</u> people boardroom style only

EQUIPMENT RENTAL RATES

Whiteboards with Markers.....	Complimentary upon request
Screen	Complimentary upon request
Lectern	Complimentary upon request
Flipchart with Markers.....	\$15 per day
Polycom Conference Phone.....	\$25 per day
Overhead Projector.....	\$50 per day
DVD with Monitor.....	\$100 per day
LCD Projector with Remote	\$150 per day

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Company Name:

Suite:

1. Dates Required: _____

2. Room(s) Requested: _____
Montgomery, Market or Sutter

3. Number of persons attending: _____

- 4. Full Day – 8 a.m. – 5 p.m.
- _ Day –(8 a.m. – 12 noon)
- _ Day (1 p.m. – 5 p.m.)
- After hours - 6 p.m. – 10 p.m. or 4 hours on weekend.
- After hours: 8 hours or more

5. Would you like the Concierge to coordinate your catering needs? _____ Yes* _____ No
 If yes, indicate catering requirements _____

* **Catering:** A \$25 janitorial charge will automatically be assessed.

6. If no, will you be providing your own catering? _____ Yes* _____ No

* **Catering:** A \$25 janitorial charge will automatically be assessed.

7. **Audio/Visual Equipment:** A lectern, screen, and whiteboard/markets will be made available at no charge to the Renter. Additional Audio/Visual equipment indicated below will be made available to the Renter if requested. Please refer to the rates above.

- Flipchart & Markers
- LCD Projector w/ wireless remote
- Lectern (Complimentary)
- Overhead Projector
- DVD/Monitor
- Polycom Conference Phone

The undersigned understands and acknowledges that any Conference Center related prices and/or costs previously announced or published by 44 Montgomery are subject to change without prior notice thereof at any time prior to the undersigned receipt of a confirmed reservation for Conference Center Facilities and/or equipment.

The undersigned Renter hereby agrees to release 44 Montgomery, its agents, contractors, invitees, etc. from any and all liability, to the fullest extent permitted by law, from its usage of the Conference Center facilities and to abide by all Building Rules and Regulations (non-tenants refer to enclosure).

SEAGATE PROPERTIES CONFERENCE CENTER AGREEMENT

Renter:

Authorized Signature

Printed Name

Date

Company Name

Suite

Street Address

City/State

Zip Code

Event Contact Person

Phone No.

e-mail address

Fax No.

Special billing instructions: _____

For Office Use Only:	
_____	_____
_____	_____
_____	_____
_____	_____
Total Amount Due: _____ Code 417	