

TERMS AND CONDITIONS FOR USE OF SPACE AND/OR EQUIPMENT  
AT  
DENVER DRUMZ & MUSIC

The following constitute the Terms and Conditions under which the Denver Drumz & Music, LLC is willing to permit you to use a room and/or equipment at Denver Drumz & Music's place of business in Denver, Colorado:

Definitions

“Denver Drumz & Music” means and refers to Denver Drumz & Music, LLC, a Colorado limited liability company.

“Licensee” means and refers to you. If you are an entity, the term “Licensee” shall include the entity, its officers, directors, shareholders, members, managers, and partners as the case may be. Regardless of whether you are a natural person or an entity, the term “Licensee” shall include all agents, employees, guests and invitees of the Licensee. You are responsible and liable for the actions of your agents, employees, guests and invitees.

“Real Property” means and refers to the real property commonly known as 420 Broadway, Denver, Colorado.

“Buildings” means and refers to all Buildings and other improvements presently located or subsequently constructed on the Real Property.

“Room” means and refers to the room within a Building that you desire to use for composing, rehearsing, producing and/or performing music.

“Equipment” means and refers to equipment owned by the Denver Drumz & Music that you desire to use in composing, rehearsing, producing and/or performing music.

“Releasees” means and refers to the Denver Drumz & Music, its members, managers, affiliates, agents, employees and their respective heirs, personal representatives, successors and assigns.

“Dispute” means and refers to any and all disputes and disagreements arising out of these Terms and Conditions, including disputes concerning the construction, interpretation, violation or enforcement of any of these Terms and Conditions.

“License” shall mean the granting of permission to use a Room and/or Equipment on the following Terms and Conditions.

Terms and Conditions

1. Permission to Use the Room and/or Equipment. Denver Drumz & Music hereby grants permission to Licensee to use the Room and/or Equipment subject to the following Terms and Conditions. Denver Drumz & Music is granting a license to Licensee to use the Room and/or

Equipment on the following Terms and Conditions. The violation of any Term or Condition shall be considered material and substantial and the Denver Drumz & Music shall have the right to revoke its permission to use the Room and/or Equipment and terminate this License immediately upon the violation of any one or more of the following terms and conditions.

2. Acceptance of the Room and/or Equipment. Licensee has inspected the Room and/or Equipment and accepts the Room and/or Equipment as is, in its present condition, and with all faults. Denver Drumz & Music makes no representations or warranties whatsoever concerning the condition of the Room and/or Equipment or the fitness of the Room and/or Equipment for any particular purpose.

3. Use of the Room and/or Equipment. Licensee may use the Room and/or Equipment for composing, rehearsing, producing and/or performing music and for no other purpose. Licensee shall not use the Room or Equipment, or any part thereof, or permit any part of the Room and/or Equipment to be used, or permit any act whatsoever to be done in the Room, the Buildings or on the Real Property, that would: (i) violate or make void or make ineffective any policy of insurance; (ii) cause damage to the Room or Equipment; (iii) violate any applicable common law, statute, ordinance, rule, regulation or order of any governmental authority having jurisdiction over the Real Property; (iv) violate any rule, regulation or Code of Conduct of Denver Drumz & Music now in effect and as may be amended from time to time. Licensee acknowledges having received and reviewed a copy of the Denver Drumz & Music Code of Conduct.

4. Drugs and Tobacco. The use or possession of drugs and tobacco within the Room, the Building, or on the Real Property is expressly prohibited. "Drug" means any controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802), which includes marijuana. There shall be absolutely no smoking of tobacco, marijuana or any other substance within the Room, the Buildings or on the Real Property.

5. Care and Maintenance of the Room and/or Equipment. Licensee shall treat the Buildings, Room and Equipment with the utmost care. Upon termination of this License, Licensee shall return possession of the Room and Equipment to the Denver Drumz & Music in the same or better condition than existed at the commencement of this License. Licensee shall not remove any Equipment from the Buildings without the express written consent of the Denver Drumz & Music, which consent may be granted or withheld in the sole and absolute discretion of the Denver Drumz & Music. Licensee shall not cause or permit any damage to be done to the Room or Equipment, the Buildings or the Real Property and any damage caused by Licensee shall be repaired (or in the case of the Equipment if it cannot be repaired, replaced) by the Denver Drumz & Music. Licensee shall be charged for all costs and expenses incurred in repairing such damage or replacing the Equipment. Licensee hereby expressly authorizes the Denver Drumz & Music to charge the costs and expenses incurred in repairing such damage or replacing the Equipment against Licensee's credit card on file with the Denver Drumz & Music.

6. Defects; Defective Conditions; Acts of Third Party. Denver Drumz & Music shall not be liable to Licensee for any damage or injury to Licensee or any personal property of Licensee occasioned by any defect or defective condition on or about the Real Property, Buildings, Room and/or any defect in the Equipment or occasioned by the act or omission of any third party or from

any other cause whatsoever, except the gross negligence or intentional acts of the Denver Drumz & Music, its agents or employees.

7. Assignment. Licensee shall not assign or sublicense the right to use the Room and/or Equipment or any interest therein, without the written consent of the Denver Drumz & Music which consent may be granted or withheld in the sole and absolute discretion of the Denver Drumz & Music; and any assignment or sublicensing without such written consent shall, at the option of the Denver Drumz & Music, terminate the License herein granted.

8. Inspection. Denver Drumz & Music shall have access to the Room and/or Equipment, and each part thereof, at any time for the purpose of inspecting the Room and/or Equipment.

9. No Landlord/Tenant Relationship. Nothing contained in these Terms and Conditions shall operate or be construed to create the relationship of landlord and tenant between the Denver Drumz & Music and Licensee under any circumstances whatsoever.

10. No Partnership. Denver Drumz & Music does not, in any way or for any purpose, become partners with Licensee or a member of a joint enterprise with Licensee.

11. Assumption of Risk. Licensee has requested permission to use the Room and/or Equipment with full knowledge of the risks, hazards, and dangers involved in the use of the Room and/or Equipment and hereby assumes and accepts any and all risks of property damage, injury, illness, death, or emotional pain and suffering arising out of, as a result of, on account of or in connection with the use of the Room and/or Equipment, except such loss or damage as may be due to the gross negligence or willful acts of the Denver Drumz & Music, its agents or employees.

12. Waiver, Release, and Covenant Not to Sue. Licensee hereby waives, releases, forever discharges and covenants not to sue the Releasees from any and all claims and liability for any and all loss, cost, expense (including attorney's fees) and damages arising out of, as a result of, on account of, or in connection with any damage to or loss of personal property or any personal injury, illness, paralysis, death, emotional pain and suffering arising out of the use of the Room and/or Equipment, except such loss or damage as may be due to the gross negligence or willful acts of the Denver Drumz & Music, its agents or employees.

13. Indemnification. Licensee agrees to indemnify and hold harmless the Releasees, from any loss, liability, damage, cost, or expense, including attorney's fees, which the Releasees may incur as a result of Licensee's use of the Room and/or Equipment, except such loss or damage as may be due to the gross negligence or willful acts of the Denver Drumz & Music, its agents or employees. Licensee shall indemnify the Releasees against any and all cost, liability, or expense arising out of or as a result of any claim made by any person or persons whatsoever by reason of the use or misuse of the Real Property, Buildings, Room and/or Equipment by Licensee and shall indemnify the Releasees against any loss, cost, expense, penalty, damage, or charge incurred by reason of any violation of any law, ordinance, rule, or regulation of any governmental authority having jurisdiction over the Real Property by Licensee.

14. Construction and Interpretation. Licensee expressly acknowledge that the foregoing Assumption of Risk, Waiver, Release, Covenant Not to Sue, and Indemnification provisions are intended to be as broad and inclusive as permitted by law and that if any portion thereof is held invalid or unenforceable, the balance of these Terms and Conditions shall remain in full force and effect. The Assumption of Risk, Waiver, Release, Covenant Not to Sue, and Indemnification provisions may not be rescinded, modified, cancelled, or revoked for any mistake.

15. Miscellaneous Provisions

(a) Notices. Any notice required or desired to be given pursuant to these Terms and Conditions shall be in writing and may be personally delivered; mailed, certified mail, return receipt requested; sent by telephone facsimile with a hard copy sent by regular mail; sent by a nationally recognized receipted overnight delivery service for earliest delivery the next business day; or sent by electronic mail with a hard copy sent by regular mail. Any such notice shall be deemed given when personally delivered; if mailed, three (3) delivery days after deposit in the United States mail, postage prepaid; if sent by telephone facsimile or electronic mail, on the day sent if sent on a business day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next business day; or if sent by overnight delivery service, one (1) business day after deposit in the custody of the delivery service.

(b) Application of Colorado Law. These Terms and Conditions and the application or interpretation hereof, shall be governed exclusively by the laws of the State of Colorado.

(c) Amendment. These Terms and Conditions may not be modified, amended or supplemented, except by written instrument signed by both parties.

(d) Construction. Licensee expressly acknowledges and agrees that Licensee is under no obligation whatsoever to accept these Terms and Conditions. In the event of an ambiguity or question of intent or interpretation arises concerning these Terms and Conditions, no presumptions or burden of proof shall arise favoring either party by virtue of the authorship of these Terms and Conditions.

(e) Interpretation. When a reference is made in these Terms and Conditions to an article, section, paragraph or clause such reference shall be deemed to be to these Terms and Conditions unless otherwise indicated. The headings contained in these Terms and Conditions are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms and Conditions. Whenever the words “include,” “includes” or “including” are used in these Terms and Conditions, they shall be deemed to be followed by the words “without limitation.” Whenever the singular number is used in these Terms and Conditions and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. All pronouns and variations thereof shall be deemed to refer to masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. In the event of any conflict or inconsistency between these Terms and Conditions and any

other document executed or otherwise accepted by Licensee, these Terms and Conditions shall control and supersede the terms and provisions of all other documents executed or otherwise accepted by Licensee.

(f) Waivers. No failure to exercise and no delay in exercising any right, power or privilege under these Terms and Conditions shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any of these Terms and Conditions shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other Term or Condition, nor shall any waiver be implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts required to be performed under these Terms and Conditions shall be deemed to be an extension of the time for performance of any other obligations or any other acts.

(g) Rights and Remedies Cumulative. The rights and remedies provided by these Terms and Conditions are cumulative, and the exercise of any one right or remedy by the Denver Drumz & Music shall not preclude or waive the right to exercise any or all other rights or remedies. Said rights and remedies are given in addition to any other rights the Denver Drumz & Music may have by law, statute, ordinance, or otherwise.

(h) Severability. If any of these Terms and Conditions or the application thereof to any person or circumstance shall be declared invalid, illegal, or unenforceable to any extent, the remainder of these Terms and Conditions and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

(i) Voluntary. Licensee expressly represents and warrants that before accepting these Terms and Conditions, Licensee had: (a) fully informed himself or herself of the terms, contents, conditions and effects of these Terms and Conditions; (b) relied solely and completely upon his or her own judgment in accepting these Terms and Conditions; (c) had the opportunity to obtain the advice of counsel before accepting these Terms and Conditions; (d) acted voluntarily in accepting these Terms and Conditions.

(j) Entire Agreement. These Terms and Conditions sets forth the entire understanding between the parties regarding the subject matter hereof and all prior agreements, understandings and conversations regarding the same are merged herein.

(k) Binding Arbitration. All Disputes shall be submitted to binding arbitration pursuant to the Colorado Uniform Arbitration Act (CRS §13-22-201, et seq.). The arbitration shall be conducted in Fort Collins, Colorado at a location selected by the Denver Drumz & Music. The arbitrator shall be selected by the Denver Drumz & Music from the Judicial Arbitrator Group, Inc. in Denver, Colorado. The arbitrator shall award to the party that substantially prevails in the arbitration all costs and expenses incurred by such party, including the cost of the arbitration, the arbitrator's fee and such prevailing party's reasonable attorney's fees. The final decision of the arbitrator may be enforced in any court of competent jurisdiction.

(1) Binding Effect. These Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and to the extent permitted, assigns.

#### Cleanliness

By accepting the terms and conditions stated above, Licensee agrees to leave the space they are renting in the same condition it was in prior to the Licensee's event. All chairs must be returned to the specified storage area; all glasses, cups, plates and utensils returned to the kitchen area; trash and recycling removed; and any spills cleaned. If the space is not returned to its original state, Licensee's credit card will be charged with a \$100 cleaning fee.