



RICHARD PATCHEN COMMUNITY ROOM USE AGREEMENT

THIS RICHARD PATCHEN COMMUNITY ROOM USE AGREEMENT (including the attached terms and conditions, this “**Agreement**”) is made and entered into by and between Carlile Patchen & Murphy LLP, an Ohio limited liability partnership (“**CPM**”), and the individual, organization, or entity whose name is set forth below (“**Guest**”).

These Terms shall allow the Guest access and use of the Richard Patchen Community Room, subject to the policies and procedures of CPM and the Terms and Conditions attached hereto, which are incorporated herein by reference.

Guest Name: _____
Address: _____
Telephone: _____ E-mail: _____
Contact Person Name: _____

Meeting Purpose(s):

Meeting Date: _____
Time: From _____ AM/PM to _____ AM/PM

Other:

The parties hereto have entered into these Terms effective as of the latest date written below.

CPM:
CARLILE PATCHEN & MURPHY LLP

GUEST:
Company Name: _____
Individual Name: _____

By: _____
Print Name: _____
Title: _____

Signature: _____
Print Name: _____
Title: _____

Date: _____

Date: _____

Address: 950 Goodale Blvd., Suite 200
Columbus, OH 43212

Address: _____

**RICHARD PATCHEN COMMUNITY ROOM
TERMS AND CONDITIONS**

These terms and conditions (these “**Terms**”) are incorporated into and made a part of that certain RICHARD PATCHEN COMMUNITY ROOM USE AGREEMENT (including these Terms, the “**Agreement**”) entered into by and between Carlile Patchen & Murphy LLP, an Ohio limited liability partnership (“**CPM**”), and the individual, organization, or entity whose name is set forth in the Agreement (“**Guest**”). CPM and Guest may each be referred to in these Terms as a “**Party**” and collectively as the “**Parties**.” For clarity, any reference to the “**Agreement**” includes these Terms.

1. Grant of Use. On the terms and conditions of the Agreement, CPM grants to Guest a limited, revocable, and non-exclusive right to use the Richard Patchen Community Room (the “**Room**”), located at CPM’s offices at 950 Goodale Blvd., Columbus, OH 43212 (including suite #200 and the Room, the “**Premises**”), and Guest accepts agrees to such grant. CPM reserves the right to deny use of the Room to individuals or organizations that (a) conduct or advocate illegal activity, (b) violate these Terms, and/or (c) violate any federal, state or local laws while using the Room. CPM reserves the right to remove from the Room any such individuals or organizations or to require Guest to remove such persons or organizations. Guest may only use the Room to conduct the meeting described in the Agreement (the “**Meeting**”). These Terms are effective on the latest date a Party signs the Agreement and expires at the close of the business on the date of the Meeting or at the conclusion of the Even, whichever occurs first. At all times, Guest shall be deemed an invitee of CPM.
2. Meeting Date and Time. The Meeting shall be held at the date and time set forth in the Agreement (the “**Meeting Date**”). Guest shall have access to the Room beginning thirty (30) minutes prior to the stated start time of the Meeting and for thirty (30) minutes after the stated end time of the Meeting (or, if earlier, upon the close of CPM’s business on the Meeting Date), in each case as set forth in the Agreement, unless Guest receives prior written permission from CPM to access the Room earlier and/or later than such times. Upon arriving, Guest shall meet with a representative of CPM to make an inspection of the Room and to note any new irregularities and damages which exist. Upon the conclusion of the Meeting, CPM’s representative will close out the Room and conduct another walk-through of the Room to assess any irregularities and/or damages that might have occurred during the Meeting.
3. Termination. Either Party may terminate the Agreement at any time prior to the Meeting.
4. Condition of Room. The Room shall be provided as-is. Guest shall leave the Room in the same or similar condition as provided to Guest. Except as otherwise provided herein, CPM (or CPM’s landlord) will be solely responsible for all maintenance and repairs to the Room. Any damage to the Premises caused by Guest shall be repaired by CPM at Guest’s sole cost and expense. Guest shall reimburse CPM for any such repairs immediately upon receipt of CPM’s written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred.
5. Food; Independent Service Providers. Food is strictly prohibited in the Room. Guest may not provide any forms of entertainment and service (other than simple visual presentations and videos), including but not limited to, live bands, DJs, photographers, videographers, decorators, event planners, and other similar service providers. CPM will not provide any audio/visual equipment for use by Guest other than what is already built-in and generally used by CPM within the Room.
6. Alcohol. Guest is prohibited from bringing alcohol onto the Premises.
7. Right of Entry. CPM shall have the right to enter the Room at any time for any reasonable purpose, including during any emergency that may threaten damage to the Room or injury to any person in or the Room.
8. Permitted and Prohibited Use. Guest shall use the Room solely for the purpose(s) set forth in the Agreement. Guest may not use the Room for any other purpose that is unlawful, prohibited by these Terms, or prohibited by the Rules (defined below). If Guest desires to use the Room for a purpose that is not set forth in the Agreement, Guest must first obtain the prior consent of CPM, which consent may be unreasonably withheld.
9. Common Areas. Guest shall have full, non-exclusive access to all common areas of the Premises, subject to any limitations set forth in these Terms or the Rules. The Premises’ common areas include restrooms, hallways, elevators, and parking areas. Guest hereby acknowledges that all parts of the Premises outside of the Room on the Meeting Date may be used by others for business, social, educational, and other similar purposes and that Guest has no right to or expectation of exclusivity to or privacy in any part of the Premises. Guest may use CPM’s café/kitchenette only if prior approval thereof is given by CPM, which approval may be unreasonably withheld.
10. Rules and Regulations. Guest agrees to abide by the rules and regulations established by CPM from time to time (collectively, the “**Rules**”) and posted by CPM in the Room or otherwise delivered to Guest.
11. Parking. Parking on a first come, first served basis is available adjacent to or near the Premises; provided, however, Guest may not park in any spots that are labeled “guest” spots.
12. Guest’s Representations and Warranties. Guest hereby represents and warrants that Guest has all requisite legal power and authority to enter into and abide by these Terms and the Agreement, and no further authorization or approval is necessary.
13. Disclaimer of Warranties. CPM makes no, and hereby disclaims any and all, warranties and representations, express or implied, with respect to the Room and the other services described herein or otherwise offered by CPM, including without limitation any warranty or representation of merchantability, fitness for a particular purpose, accuracy or completeness of responses, results, workmanlike effort, lack of negligence, or that the Room is suitable for Guest’s needs. CPM provides the Room “as is” and with all faults. CPM makes and assumes no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description, or non-infringement. The entire risk as to the quality, or arising out of participation in or the use of the Room and any other services described herein or otherwise offered by CPM, remains solely with Guest. Nothing herein requires CPM to, or guarantees that CPM will, grant future use of the Room to Guest.
14. Covenants of Guest. Guest hereby covenants:
 - (a) That CPM shall not be held liable for loss, exchange or theft and/or damage to personal property, accidents or injuries of Guest while using the Room or otherwise accessing the Premises. Any activities taking part during the time period by the Agreement shall be under the sole direct supervision and control of Guest or its designated representative.
 - (b) To be responsible for all damage to the Premises resulting from its use under the Agreement.
 - (c) To pay to CPM upon demand such sum that is necessary to restore the Room and/or equipment to its former condition if damaged as a result of Guest’s use under the Agreement.
 - (d) That Guest shall not enter any part of the Premises except for the Room and the common areas described herein. The office spaces located within the Premises are strictly off-limits and Guest will not access such spaces for any purpose whatsoever. If Guest does enter such spaces, Guest shall be deemed a trespasser.

15. Breach by Guest. Failure by Guest to perform in accordance with these Terms shall terminate Guest's rights under the Agreement, without necessity of notice from CPM to Guest. CPM may seek payment from Guest to compensate CPM for any damage or breach by Guest, or to cover time and materials furnished by CPM in repairing any damage which is the responsibility of Guest under these Terms.
16. Release and Indemnification. Guest hereby agrees to indemnify and hold harmless CPM, including CPM's partners, employees, officers, lessors, and agents for, from, and against any and all damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with Guest's use of the Room and access to the Premises, including without limitation for any damage to any property or any injury caused to any person (including death), caused by Guest and/or any guest, representative, employee, agent, caterer or other independent service provider of Guest. Guest hereby releases and holds CPM harmless for any loss of or damage to Guest's property while used at or kept at the Premises.
17. Room Usage. Guest understands and agrees to comply with the additional terms of use of the Room set forth in Exhibit A.
18. Confidentiality.
- (a) Guest acknowledges and agrees that Guest may be exposed to CPM's Confidential Information (defined below) by virtue of Guest's use of the Room and access to the Premises. Guest agrees to maintain all of CPM's Confidential Information in strict confidence and will not, during the term of the Agreement and forever thereafter, disclose any CPM Confidential Information to any third party or use CPM's Confidential Information in any way directly or indirectly detrimental to CPM.
 - (b) All Confidential Information is and shall remain the sole and exclusive property of CPM. Guest acknowledges and agrees that nothing in these Terms or Guest's use of the Room will be construed as granting any rights to Guest, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of CPM, or any participant or Guest of the services provided by CPM.
 - (c) "**Confidential Information**" means all information about CPM, in whole or in part, that is nonpublic, confidential or proprietary in nature and includes, without limitation, information about CPM's business, clients and client matters, operations, employees, marketing plans, financial information, and documents prepared by CPM or otherwise derived in any manner from any of the foregoing and any information that Guest is obligated to keep confidential or know or has reason to know should be treated as confidential.
19. Primary Lease. Guest acknowledges that CPM leases a portion of the Premises pursuant to a written lease agreement (the "**Primary Lease**"). The Agreement is subject in all respects to the Primary Lease and Guest shall not do, or permit to be done, any act or thing, which may constitute a breach of any provision of the Primary Lease. If the Primary Lease is terminated for any reason, the Agreement shall immediately and automatically terminate.
20. Non-Competition. Guest will not use the Room in any manner that directly competes with CPM.
21. Guest. The term "Guest" includes Guest and all of Guest's owners, agents, employees, independent contractors, guests, and other representatives, and all obligations of and limitations placed upon Guest by these Terms shall apply to any such persons equally as would apply to Guest.
22. Exclusion of Incidental, Consequential, and Other Damages. To the maximum extent permitted by applicable law, in no event shall CPM or its partners, employees, agents, representatives, successors and assigns, jointly or individually, be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, arising out of or in any way related to Guest's use, or inability to use, the Room, or otherwise under or in connection with any provision of these Terms.
23. Notices. Any notice or request required or desired to be given to a Party shall be in writing and shall be deemed given when delivered personally to that Party, e-mailed to a Party, or when deposited in the United States mail, first class postage prepaid, addressed to that Party at that Party's address.
24. Arbitration. Except as hereinafter specifically provided, any dispute, controversy or claim arising out of or relating to the Agreement between or among the Parties may be settled by final and binding arbitration to be held, and the award made, in Franklin County, Ohio, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "**AAA**") then in effect. The arbitration proceedings under this Section 24 shall be governed by the AAA rules and by federal arbitration law. Except as provided in the preceding sentence in the case of procedural matters, Ohio law shall be applicable to the merits of all issues, without reference to the rules of conflicts of law. Upon submission to arbitration, each Party hereby irrevocably consents to the jurisdiction and venue of the arbitrator and arbitration process described in this Section 24 and hereby waives any objections or defenses relating to the same. In general, the arbitrator shall only have the authority to award the types of remedies and relief that a state court in the State of Ohio could order or grant, including, without limitation, specific performance of obligations created under the Agreement, the issuance of temporary injunctions and other interim relief measures, the issuance of permanent injunctions and the imposition of sanctions for the abuse or frustration of the arbitration process, but specifically excluding the award of punitive damages. Upon a Party's initiation of the arbitration process by a written demand for arbitration (the "**Demand**") the Parties shall attempt to agree upon the nomination of one arbitrator to be submitted for confirmation by the AAA. If the Parties fail to submit such an agreed upon nomination to the AAA within thirty (30) days from the date of the Demand, the single arbitrator shall be appointed by the AAA in accordance with the AAA rules. A decision in any arbitration proceeding under this Section 24 shall be binding and conclusive upon all persons with any interest in such determination, and shall be enforceable in any court having jurisdiction over the Party to be charged.
25. Governing Law; Venue. The Agreement, and all disputes or questions arising under the Agreement, shall be interpreted and decided in accordance with the laws of the State of Ohio without regard to conflicts of laws principles. Subject to Section 24, the Parties designate the state and federal courts located in Franklin County, Ohio as the sole courts of proper venue and jurisdiction for any and all actions arising under or relating to the Agreement.
26. Entire Agreement. The Agreement is the entire agreement of the Parties relating to the subject matter hereof, and supersedes all prior or contemporaneous discussions, correspondence, or agreements (whether written or oral). The Agreement may not be amended except in writing signed by the Parties and expressly stated to be an amendment. The Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and assigns.
27. Assignment. Guest may not assign its rights and obligations under the Agreement, or grant any other person or entity any right to use the Room.
28. Counterparts. The Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same agreement.
29. Severability. If any provision of the Agreement is found illegal, invalid or unenforceable, for any reason, such finding will in no manner affect any other provision herein, which will remain in full force and effect, as if the illegal, invalid or unenforceable provision were not originally a part hereof, and the enforceability hereof as a whole will not be affected.

RULES AND REGULATIONS

- Tables, chairs, and other furnishings provided by CPM, if any, must remain in the general location where such furnishings were found. At the conclusion of the Meeting, all furnishings shall be wiped clean. At the conclusion of the Meeting, all decorations must be removed. NAILS, TACKS, AND STAPLES ARE NOT ALLOWED. Guest may use non-marking and non-damaging methods of securing decorations.
- NO OPEN FLAMES ARE ALLOWED.
- NO FOOD PERMITTED ON SITE.
- Guest must comply with local codes relating to occupancy and fire regulations.
- Behave well and treat others with respect.
- Be respectful of the space of others.
- No abusive or profane language.
- Use indoor voices.
- Workplace-appropriate attire is required at all times. CPM may ask any individual to leave the Premises if CPM determines in its sole discretion that such individual is dressed inappropriately.
- Guests are welcome. However, if guests remain in the Premises longer than is reasonable or use the Premises for their own business or personal needs, CPM will ask such guests to leave the Premises.
- Do not leave your property unattended outside of the Room.
- Do not overload the Room' utilities.
- Do not upload, or allows to be uploaded, viruses, worms, Trojan horses, malware, spyware, or other harmful software programs. Do not use the Room' internet connections in a manner that unreasonably causes slow internet connections for others.
- Illegal data file downloading (including download and use of torrents) is strictly prohibited.
- CPM may, in its sole discretion, block access to certain types of websites. Regardless of whether a website is blocked by CPM, do not view or display websites, images, or videos that contain violent, racy, pornographic, offensive, or crude language or images.
- Clean up after yourself in common areas.
- Do not dispose of grease, oil, or hazardous materials in any drains.
- Do not raise or lower the temperature in the Room.
- Alcohol use and distribution is strictly prohibited at the Premises.
- No smoking in the Premises.
- Do not enter the Premises under the influence of alcohol or drugs.
- Do not create or permit excessive noise.
- No posting fliers at the Premises.
- No inciting action or protest, public speaking, spreading political or controversial messages, etc. at the Premises.
- No animals are allowed in the Premises unless applicable law requires CPM to accommodate such animals.
- All rubbish and recyclable disposable materials shall be placed in appropriate bins.
- No firearms or other weapons are permitted at the Premises.
- No alterations of any kind are permitted in the Room.
- Use common sense!

THESE RULES MAY BE AMENDED AT ANY TIME BY CPM. CPM WILL POST ANY NEW OR UPDATED RULES AT THE ROOM. YOU ARE RESPONSIBLE FOR STAYING APPRISED OF THE CURRENT RULES OF THE ROOM.