

The Vault



RESERVATIONS

To reserve The Vault (the tenant lounge) please complete and submit the attached application form to the Management Office by emailing it to SouthfieldTC@transwestern.com or delivering it to our office at 3000 Town Center, Suite 2500.

SUBMITTAL OF THE APPLICATION DOES NOT CONSTITUTE A RESERVATION. All applications are subject to review, approval and availability. The Management Office reserves the right to require additional information or documentation regarding the application, event participants, event vendors, co-sponsors, event activities or the event itself.

The Vault may be reserved between the hours of **4:00pm – 10:00pm Monday through Friday and 9:00am – 5:00pm Saturday**. Reservations will be accepted on a first-come, first-served basis. The Vault will be closed on Sunday and on business Holidays.

Reservations must be submitted at least one (1) week prior to the preferred reservation date. To avoid a fee, the Management Office must be notified of cancellations at least (72) hours prior to the reservation time.

FEE SCHEDULE

Fees (all fees will be billed to Tenant's rent statement)

- Cleaning Fee \$90 per event. Additional cleaning charges may apply.
- HVAC Fee if applicable. See Exhibit D, After Hours HVAC Request Form.
- Cancellation Fee, less than 72 hours (3 days) notice: \$100

Fees are subject to change.





RESERVATION APPLICATION FORM

This Application, for The Vault, must be completed by an authorized signatory on the Tenant's lease account.

APPLICANT INFORMATION	
Tenant Company Name:	Building #:
Tenant Contact Name:	Suite #:
Tenant Contact Email:	Office Phone #:
	Mobile Phone #:
EVENT INFORMATION	
Event Name:	Number of Attendees:
Event Date:	Event Start - End Time:
EVENT DESCRIPTION:	
Please provide a detailed description of your event. Document(s) with event information or other materials describing the event may be attached to this application.	
Will alcohol be served at the event? (circle one)	YES NO
COI(s) on file with the Management Office? (circle one)	YES NO
*Would you like after- hours HVAC provided? (fees may apply)	YES NO
Would you like access to a full-sized refrigerator? (circle one)	YES NO
Would you like access to chafing dishes? (circle one)	YES NO
List of vendor(s) used for your event:	
Detailed description and special instructions:	
Please note, Vendors are not permitted to park at the Loading Dock throughout the event.	
*See Exhibit D for After Hours HVAC Request Form	
Please send completed application to SouthfieldTC@transwestern.com	

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USER AGREEMENT TERMS AND CONDITIONS

Property

The Property known as "Southfield Town Center", consisting of five (5) buildings commonly known as 1000 Town Center, 2000 Town Center, 3000 Town Center (including low-rise), 4000 Town Center (including low-rise) and 4400 Town Center, in Southfield, Michigan and any associated common or public areas or facilities, corridors, lobbies, sidewalks, loading areas, driveways, landscaped areas, parking garages and lots.

Premises

The Vault (the "Premises") is a tenant lounge located in the first-floor link area at 3000 Town Center, Southfield, Michigan.

Formation of Agreement

As a stipulation of the Premises terms & conditions, only Office Tenants at the Property and not individual persons, may reserve the Premises. By making a reservation, which is subsequently confirmed by the Owner, the Tenant for whom the reservation is made (the "User") will agree to pay all applicable charges per the Fee Schedule and for services ordered from the Owner in connection with the reservation, subject to the Cancellation Policy (see Fee Schedule), and authorizes the Owner to charge such amounts to the User's monthly billing statement. Additional cleaning charges may apply for large events that require extensive cleaning and/or multiple trash removals. Additional services will be billed through the User's monthly billing statement.

Use of the Premises

A confirmed application, completed agreement, acceptance of all applicable charges and current certificate of insurance gives the User the right to use the Premises on the date and during the time reserved, subject to these Terms and Conditions. The User assumes full responsibility for the conduct of all persons in attendance at the event (including outside invitees) and for all damage done to the Premises or to any part of the Property in which the Premises is located by any such persons or any other person entering the Property in connection with the use of the Premises by the User. The right to use the Premises is 'personal' to the User and its employees and invitees. If the User will host invitees from outside of the Property, **a guest list must be submitted to the Management Office at least twenty-four (24) business hours prior to the reservation.** The total number of guests may not, at any point, exceed **49 persons** in the Premises, which is the maximum occupancy. The User will use the Premises only in compliance with all applicable laws, codes, Property and the Premises' Rules and Regulations (see attached). Use of the Premises may be denied or terminated if the User is in breach of any of these Terms and Conditions or Rules and Regulations. The User agrees to return the Premises and all furniture and equipment in the same condition and state of repair as existed prior to the User's use. **User may not charge admission to their guests, employees and invitees.**

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Acceptance of The Property

The User acknowledges and agrees that it is using the Premises at its sole risk, that it will accept the same "as is" with all faults and flaws, that it will inspect the Premises for hazardous or dangerous conditions immediately prior to its use and will immediately notify the Management Office of any hazardous or dangerous conditions that are discovered, and that it will use the Premises in full compliance with the terms and conditions of any written procedures and regulations provided to the User. Neither the Owner nor the Property Manager makes any representations or warranties, either expressed or implied, with respect to the condition of the Premises or its fitness or suitability for the User's use, including but not limited to any warranties of merchantability or habitability or fitness for a purpose. The User acknowledges that it has not relied on any such representations or warranties. All personal Property of the User and its invitees shall be there at the sole risk of the User and its invitees. Neither the Owner nor the Property Manager shall be liable for any loss of or damage to personal property.

Suspension of Performance

Performance of this Agreement by the Owner is contingent upon the ability of the Owner to perform the same, and is subject to failure of equipment, the performance of repairs, improvements or alterations, shortages of staff, equipment or materials, strikes, casualties, acts of God, war, civil disturbances, and other causes beyond the reasonable control of the Owner.

Liabilities and Damages

To the extent permitted by law, the User, for itself and its agents, successors, insurers, affiliated and related companies, and assigns, and each of their agents and employees and invitees (all of the foregoing, "Affiliates"), hereby releases and forever discharges the Owner, the Property Manager, and all agents, employees, and direct or indirect owners or affiliates of the Owner and/or the Property Manager, and each of them (collectively the "Property Ownership Parties"), from any and all claims, demands, losses, costs, expenses or other liabilities of whatever nature (including attorneys' fees and other fees, costs, and expenses), at law, in equity or otherwise, arising out of or related in any manner to the condition of the Premises, including any latent defects, or the use of the Premises by the User or any of the User's Affiliates or any of their respective invitees, or otherwise relating in any way to this Agreement (all of the foregoing, "Claims"), including any and all Claims related to personal injury or Property damage occurring at or about the Premises. The User and its Affiliates shall jointly and severally indemnify, defend, and hold harmless the Ownership Parties from and against any and all Claims made against or otherwise incurred by any of the Ownership Parties, in any way related to, or resulting from, this Agreement or the use of the Premises by the User or any of the User's Affiliates or other invitees, all to the fullest extent permitted by law. This paragraph shall expressly survive use of the Premises and payment for such use for the longest period permitted by law.

If the Owner so requests prior to the User's use of the Premises, the User shall provide evidence that it carries commercial general liability insurance in an amount satisfactory to the Owner and insuring the indemnity agreement contained in this Agreement. The Owner may require that it be named as an additional insured with respect to such insurance.

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The liability of the Owner under this Agreement shall be limited to its interest in the Property in which the Premises is located. User, for itself and its other Affiliates, hereby waives any claims in connection with this Agreement or the Premises for punitive, consequential, or exemplary damages or for loss of income, profits, or savings. In addition, to the extent permitted by law, in no event shall the liability, if any, of the Ownership Parties to the User and its Affiliates in connection with use of the Premises or under this Agreement exceed the amounts paid to the Owner under this Agreement.

General Provisions

The right of the User to use the Premises is a license, and there will be no leasehold or tenancy. Owner and Managing Agent each reserve the right to cancel the license at any time in the event either such party determines that the particular use of the Premises by any User (or its invitees) is resulting in an adverse effect on Property operations, or is otherwise creating an emergency situation, or is prohibited by any applicable laws, rules or regulations affecting the Property. The User will pay any expenses, including reasonable attorneys' fees, which the Owner incurs in enforcing this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provisions. This Agreement constitutes the entire agreement of the parties with respect to the Premises and Claims and may not be modified except in writing signed by both parties.

Authority

The person who has entered into this Agreement on behalf of any corporation or other entity which is the User represents that he or she has full authority to enter into this Agreement and bind the User to it. For all purposes of this Agreement, any consent, approval or other undertaking of the "Owner" or the "Management Office" hereunder may be given or taken by the owner of the Property, as "Owner", or by the Property manager of the Property, as "Property Manager" and agent on behalf of the Owner.

The undersigned acknowledges that he or she and any guests must adhere to the Use Agreement Terms and Conditions, and attached Rental Information, Rules and Regulations and Insurance Requirements all of which exhibits are incorporated as part of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, (i) Tenant, and its permitted successors or assigns under its lease at the Property, and (ii) Owner (and, if assigned to and assumed by any successor owner of the Property, then such assignee, as successor "Owner" hereunder).

Print Name: _____

Tenant: _____

Signature: _____ Title: _____ Date: _____

Property Representative in receipt of Agreement: _____ Title: _____ Date: _____

This User Agreement must be signed by an authorized signatory on Tenant's lease account.

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EXHIBIT A RENTAL INFORMATION

The Southfield Town Center is thrilled to provide The Vault for you and your guests. We hope you enjoy the amenity and its state-of-the-art features. As a courtesy to all, we kindly request Tenants and their guests to maintain a respectful and professional environment while visiting The Vault.

- The Vault (the “Premises”) is a tenant lounge located in the first-floor link area at 3000 Town Center (the “Property”). The Premises is available for private rental to Office Tenants **only**. All rentals are subject to the application approval process.
- Reservations may be made for Mondays – Fridays from 4:00pm – 10:00pm only.
- Reservations may be made for Saturdays between 9:00am – 5:00pm.
- Reservations will be accepted on a first-come, first-served basis via a completed Reservation Application, which must be submitted to the Management Office at least one (1) week prior to the reservation date.
- The Premises has a maximum occupancy of **49 persons**.
- The Premises furnishings include table seating, gaming area, lounge areas, a small kitchenette, beverage coolers, audio system, televisions, Xbox and wireless internet services. Furniture within the Premises, excluding the pool table, may be relocated upon request and should be relocated by Property personnel only. User is responsible for any damage done to said items.
- User may not charge admission to guests, employees, and invitees.
- Tenants may have food and beverages catered by a vendor of their choice. **The sale of food items and beverages (including alcohol) is strictly prohibited.** Tenants are responsible for notifying the Management Office if any outside vendors will be used, and any such vendors will be subject to approval by the Management Office. **At least (24) business hours prior to an event, a certificate of insurance must be submitted for any and all outside vendors.** Please see the attached page for event vendor insurance requirements (Exhibit C).
- There is no charge to reserve The Vault, however certain fees apply to cover cleaning and optional after-hours HVAC. Please see the Fee Schedule, of the Reservation Application (page 1), for the fees associated with The Vault. These fees will be charged to the Tenant's monthly billing statement. Fees are subject to change.
 - Cleaning Fee \$90 per event. Additional cleaning charges may apply.
 - HVAC Fee if applicable. See Exhibit D, After Hours HVAC Request Form.
 - Cancellation Fee: Less than 72 hours (3 days) notice: \$100

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- The Premises will be cleaned at the end of each event. **However, it is the Tenant's responsibility to dispose of all trash and debris appropriately after their rental time.** Any items left behind at the end of the rental time, may, at Owner's election, be discarded. If more than standard cleaning is required, as determined by Property management, all charges will be the responsibility of the User.
- If individuals that are not registered and are from outside of the Property, a guest list must be submitted to the Management Office at least seventy-two (72) hours prior to the reservation.
- The Management Office reserves the right to impose a reasonable limitation on the number of events which a Tenant may hold within any one (1) month or within any twelve (12) month period.

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EXHIBIT B **Rules & Regulations**

1. Description of The Property & Premises

Property

The Property known as "Southfield Town Center", consisting of five (5) buildings commonly known as 1000 Town Center, 2000 Town Center, 3000 Town Center (including low-rise), 4000 Town Center (including low-rise) and 4400 Town Center, in Southfield, Michigan and any associated common or public areas or facilities, corridors, lobbies, sidewalks, loading areas, driveways, landscaped areas, parking garages and lots.

Premises

The Vault ("the Premises") is a tenant lounge located in the first-floor link area at 3000 Town Center, Southfield, Michigan. The Premises has a **49-person** maximum occupancy. The Premises is an amenity to the Property and shall be governed by Rules and Regulations contained herein.

2. Conditions of Access and Use

- a) Access to and use of The Vault (the Premises) is exclusive to Office Occupants of the Property that are employed by a Tenant with a current leased office space located at the Property. Should occupant's employment at the Property cease for any reason, access and permission to use the Premises will terminate.
- b) All users must be at least eighteen (18) years of age.
- c) Access to and use of the Premises shall, at all times, be subject to any and all Rules and Regulations now existing or hereafter promulgated by Owner or its Managing Agent.
- d) Owner or its Managing Agent may elect to revoke access and the use of the amenity (including cable TV, and Wi-Fi) at any time at its sole discretion.
- e) All Governing Laws, Codes, and General Property Rules and Regulations shall apply to The Property.
- f) User may not use the Premises if an uncured default exists under its lease in the Property.
- g) The Management Office reserves the right to impose a reasonable limitation on the number of events which a Tenant may hold within any one (1) month or within any twelve (12) month period.

3. No Unregistered Guests

Regular access to the Premises is provided to Office Occupants of the Property only. Occupants shall not be entitled to bring unregistered guest into the Premises or lend their access card to any person. Access and usage rights may be permanently revoked by Owner or its Managing Agent if Occupant is found violating this provision.

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4. The Vault Hours

The Vault (the Premises) will be open Monday thru Friday from 8am until 6pm with the exception of reserved hours and business holidays.

5. Occupant's Property

Occupant acknowledges that Wi-Fi, televisions, Xbox, other electronic equipment, furniture, seating, kitchen area, cabinets and countertops are provided for the convenience of the Occupants only. Owner or its Managing Agent shall not be liable for the disappearance, loss, theft, or damage to or of any Occupant's personal Property.

6. Involuntary Termination

Owner or its Managing Agent reserve the right to terminate or suspend, for such period of time as Owner or its Managing Agent shall deem appropriate, any privileges of the Occupant as a result of failure to comply with any provision the Premises Rules and Regulations or for any other actions that are in any way detrimental to the best interest of the operations of the Premises or its use by other Occupants. Access and use may be terminated or suspended verbally with subsequent written notification to employer of Occupant.

7. General Rules

- a) The Vault (the Premises) is available to all the Property Tenants and their guests Monday thru Friday from 8am until 6pm with the exception of hours reserved for private events and business holidays.
- b) All guests must be escorted by a registered Tenant.
- c) All entry doors must remain closed at all times. Do not prop or hold open the doors for any reason.
- d) Furniture, electronics, and other miscellaneous items are provided as a courtesy. To maintain the amenity, no items should be relocated or removed for any reason.
- e) The Premises is not to be used as a substitution for regular leased office space and/or permanent work area, or as a secondary conference center.
- f) As a courtesy for all, please clean up after use of the Premises. The designated waste and recycling receptacles should be used as needed.
- g) Occupants are expected to maintain a professional and respectful environment. Any occupant that does not exhibit professional or courteous behavior will be asked to leave the Premises.
- h) Gaming and pool table accessories shall not be removed from the Premises. Please return all gaming accessories to the designated storage shelves after use.

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- i) No alterations, such as installation of signage or decorations, shall be made to the space.
- j) All audio shall be used in a respectful manner. Please contact the Management Office at 248.350.2222 if needing assistance.
- k) Wireless internet is provided as a courtesy. To maintain quality service for all users, occupants shall not “stream” or download large files.
COMMON & LINK AREA WIFI
Network: **STC GUEST**
Password not required
- l) Women and Men's restrooms are located within the Premises.
- m) No open flames are permitted at any time.

8. Additions and Modifications to Rules and Regulations

Owner and Managing Agent expressly reserve the right to add to, or modify, these Rules and Regulations, all of which shall be binding upon each Tenant and its respective invitees and other Occupants upon delivery of such additions or modifications to the respective Tenant.

9. Private Event Rental

For private party/event rental, please contact the management office for more information. A Reservation Application must be submitted to start the reservation process.

Southfield Town Center
Management Office
3000 Town Center
Suite 2500
Southfield, MI 48075
248.350.2222
SouthfieldTC@transwestern.com



EXHIBIT C
Certificate of Insurance Requirements

Tenant Provided / Hired Vendors & Caterers

The limits set forth in this section are based on those of food catering services only. The certificate must be provided on an ACORD 25 Form. The Tenant Hired Caterer Service Provider shall provide and maintain at its own expense the following project specific insurance coverage written by companies with an AM Best rating of A-VIII or better and as approved by the Manager or Owner in the following amounts:

I. Commercial and General Liability (ISO Form)

- a. \$1,000,000 per each occurrence and \$1,000,000 aggregate for bodily injury and property damage.
- b. "Occurrence" Form required.
- c. Additional Insureds shall be afforded coverage as primary and non-contributing insurance over any other insurance that the Additional Insured may have with respect to any loss under such policy.
- d. Provide Waiver of Subrogation.

II. Worker's Compensation

- a. Statutory Coverage in accordance with the laws of the state with jurisdiction, including Voluntary Compensation and other States.
- b. Employer's Liability with limits of not less than \$500,000 each accident/injury, \$500,000 each employee/disease, \$500,000 disease/policy limit.
- c. Provide Waiver of Subrogation.

III. Automobile Liability

- a. \$500,000 combined single limit for bodily injury and property damage. Evidence should indicate that liability coverage extends to both owned and non-owned vehicles.
- b. Provide Waiver of Subrogation.

The Service Provider shall be required to submit evidence of the above coverage no later than 10 days prior to providing services at the property. Such evidence shall be provided on an ACORD 25 Certificate of Insurance (COI) Form.

Each contractor shall be obligated to notify SL Town Center Realty, LLC's authorized representatives within 24 hours of any act of incident that occurs on the Premises that might result in any claim or action regarding the above referenced coverage and policies.



EXHIBIT C
Certificate of Insurance Requirements

Additional Insured

Project: SL Town Center Realty, LLC
Transwestern Property Company Michigan, LLC
3000 Southfield Town Center Street
Suite 2500
Southfield, MI 48075

The following shall be named as Additional Insureds with respect to General Liability coverage:

Additional Insured:

1. SL Town Center Realty, LLC and all of the respective partners, venturers, agents, representatives, servants, officers, directors, shareholders, employees, successors and assigns of SL Town Center Realty, LLC
2. Transwestern Property Company Michigan, LLC d/b/a Transwestern and all of the respective partners, venturers, agents, representatives, servants, officers, directors, shareholders, employees, successors and assigns of same.
3. AM Southfield, LLC
4. PL Southfield, LLC
5. ROZ Southfield, LLC
6. HJ Southfield, LLC

The Certificate of Insurance must reference a Waiver of Subrogation on behalf of the additionally insured.

Coverage afforded the Additional Insured must be primary and non-contributory. Waiver of Subrogation applies on behalf of the Additional Insured.

EXHIBIT D
AFTER HOURS HVAC REQUEST FORM

Today's Date: _____

Date(s) for HVAC request: _____

Location for After Hours HVAC: _____

Company Name: _____ Building: _____ Suite: _____

Billing Address: _____

I AM AWARE OF THE CHARGES FOR AFTER HOURS HEATING/COOLING. I UNDERSTAND AND AGREE TO THE CHARGES STATED BELOW.

PLEASE CHECK ONE:

MAY 1 – SEPTEMBER 30

{ } FAN ONLY – \$15.00 PER HOUR

{ } AIR CONDITIONING – \$70.00 PER HOUR

OCTOBER 1 – APRIL 30

{ } HEATING/VENTILATION –
\$35.00 PER HOUR

START TIME: _____

OFF TIME: _____

AUTHORIZED SIGNATURE: _____

REQUESTS FOR AFTER HOURS VENTILATION OR AIR CONDITIONING MUST BE REQUESTED BY 3:00 PM ON THE DATE YOU ARE IN NEED OF SERVICE OR BY 3:00 PM ON FRIDAY FOR WEEKEND SERVICE.

NORMAL HOURS OF HVAC OPERATION ARE AS FOLLOWS:

- MON. – FRI. 6:00 AM – 6:00 PM
- SATURDAY 8:00 AM - 2:00 PM
- SUNDAY NO HVAC

Modification of Request: To be changed and completed by Authorized person

Change of time for service requested: Time change from _____ to _____

Change of request from Fan, Air Conditioning or Heating to: Fan ____ AC ____ Heating ____

Approved by: _____ Position: _____ Co. or Vendor: _____

Engineering:

Request for After Hour HVAC completed according to the approved request.

By: _____ Time: _____ Date: _____

Report all abnormal conditions to Lead Engineer.



SOUTHFIELD TOWN CENTER

A City Within a City

