

TEMPORARY USE AGREEMENT

EVENT DATE:

EVENT TIME PERIOD:

**EVENT NAME AND
DESCRIPTION:**

USER:

USER ADDRESS:

USER PHONE:

USER EMAIL ADDRESS:

In this Temporary Use Agreement "Building" means the building commonly known as One MarketPointe, 4300 MarketPointe Drive, Bloomington, MN "Owner" means OMP Minneapolis Propco 1, LLC as owner of the Building; "Manager" means Jones Lang LaSalle Americas, Inc. as Manager of the Building; "User" means the organization or individual specified above; "Facility" means the space in the Building commonly known as the Lower Level Common Area and any portion of the Building required to access the Facility; and "Event" means the use to be conducted in the Facility as specified above.

I. CHARGES; CANCELLATION

- A. **USER FEE:** The user fee includes (i) the use of the Facility on the date and during the Event Time Period set forth above by User, for User's own purposes, subject to User's compliance with all applicable rules relating to the Building, including the Building Rules and Regulations attached hereto as Exhibit A and incorporated herein.

USER FEE:	\$	DUE BY:
DAMAGE DEPOSIT:	\$	DUE BY:

- B. **CANCELLATION CLAUSE:** Owner, with thirty days prior written notice, may cancel this Temporary Use Agreement without just cause or reason. Upon such cancellation Owner will refund all sums paid by User to Owner or Manager including, but not limited to, the User Fee and Damage Deposit. Owner will not incur any damages as a result of cancellation in accordance with this clause. User, with no less than thirty days prior written notice from the Event Date, may cancel this Temporary Use Agreement and in such event, the User Fee will be returned to User. If User cancels the Event less than thirty days from the Event Date, User shall forfeit the User Fee.

II. USE OF THE FACILITY

- A. **USE OF FACILITY:** Owner grants User use of the Facility for the purpose of the Event. Responsibility for all costs and expenses associated with such entry shall be borne solely by User. User shall comply with all applicable rules relating to the Building, including the Building Rules and Regulations. Owner and Manager are not responsible for any stored items.
- B. **LAWS:** In using the Facility for the Event, User will abide by all laws of the United States and the State of Minnesota, the rules and regulations of all State and Federal agencies, the ordinances of the City of Minnetonka, and the regulations of the Fire Department Board of Health, Police Department and other City agencies.
- C. **CONDUCT:** User is responsible for the conduct of its members, employees, representatives, contractors, patrons, invitees, and guests while in the Facility and Building.
- D. **USE BY OTHERS:** User will not subcontract any space in the Facility without the written consent of Manager.
- E. **HAZARDOUS SUBSTANCES:** User shall not cause or permit any "hazardous materials" or "hazardous substances" (as defined in any applicable state, federal or local environmental laws) to be brought upon, kept or used in connection with the Facility or Building by User, its agents, employees, contractors or invitees, nor shall User use or permit the use of any substances of any explosive or highly flammable, caustic, corrosive or toxic nature within the Facility or Building.
- F. **ELECTRICAL:** User will not install any wires or electrical or other appliances or alter any electrical circuits without the written consent of Manager.
- G. **AS-IS FACILITY:** USER ACKNOWLEDGES THAT USER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT THE FACILITY, AND USER ACCEPTS THE FACILITY "AS IS", WITH ALL FAULTS, KNOWN OR UNKNOWN, WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR OTHERWISE, FROM OWNER OR MANAGER REGARDING THE FACILITY OR ITS SUITABILITY FOR THE EVENT, AND THAT NEITHER

OWNER NOR MANAGER HAS ANY OBLIGATION TO MAKE ANY ALTERATIONS OR IMPROVEMENTS TO THE FACILITY FOR USER'S USE THEREOF, OR TO MAKE ANY REPAIRS OR IMPROVEMENTS TO FACILITY OR BUILDING OR TO MAINTAIN THE SAME IN ANY PARTICULAR CONDITION.

- H. **CLEAN UP:** At the end of the Event, User, at its sole cost and expense, shall remove all of its equipment and/or personal property from the Facility, restore any damage caused by such removal, clean the Facility, and surrender the Facility to Owner in the same condition as existed immediately prior to the Event. If User fails to remove any equipment and/or personal property by the end of the Event, then such personal property shall conclusively be deemed abandoned and Owner may, at User's sole costs and expense, dispose of it as Owner sees fit, and Owner or Manager may hire a third party for such purpose at the expense of User.
- I. **DAMAGE:** A Damage Deposit is required for use of the Facility. The Damage Deposit will be returned after the Event if the User Fee is paid to Owner and no damages have occurred in Manager's sole opinion. Damage also includes any cleaning required that User fails to perform to restore the Facility to its same condition as received. User will fully reimburse Owner upon demand for any damages to or destruction to (including the loss of use of) the Building, furniture, equipment, fixtures, grounds, or any other property, real or personal, owned, used or operated by Owner, due to any act or omission of the members, employees, representatives, caterers, contractors, patrons, invitees, or guests of User.

III. INDEMNIFICATION; INSURANCE

- A. **INDEMNIFICATION; WAIVER OF CLAIMS:** None of Owner, Manager or their respective directors, officers, shareholders, general partners, limited partners, members, employees, agents, or contractors, or any party or entity under the direction or control of Owner and/or Manager or any successor to the interest of Owner in the Building or this Temporary Use Agreement (collectively, the "Building Parties") shall be liable to User or User's agents, employees, guests, invitees, or to any person claiming by, through or under User for any injury to person, loss or damage to User's property, or for loss or damage to business, occasioned by or through the acts or omissions of Owner and/or Manager or any other person, or by any other cause whatsoever except for Owner and/or Manager's sole gross negligence or willful misconduct. User shall indemnify, hold harmless and defend (with counsel reasonably satisfactory to Owner and Manager) Owner and Manager and the Building Parties from and against all claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including without limitation reasonable attorneys' fees and the costs and expenses (collectively, "Claims") relating to the loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at, or from the Facility or User's use and occupancy of the Facility. If Owner and/or Manager shall, without fault on its part, be made a party to any action commenced by or against User, User shall indemnify, defend, protect and hold Owner and/or Manager and the Building Parties harmless and shall pay all of Owner and/or Manager's and the Building Parties' costs and associated expenses, including, without limitation, reasonable attorneys' fees. User shall also indemnify, defend, protect and hold harmless Owner and Manager and the Building Parties from and for all costs, expenses and attorneys' fees incurred by Owner and/or Manager to enforce this indemnity. In addition to and not in limitation of Owner and/or Manager's other rights and remedies, should User fail within 10 days after written request from Owner and/or Manager to indemnify, defend, protect and hold harmless Owner and/or Manager and the Building Parties as required, Owner and/or Manager may, at its option, pay any claim, lien, demand, liability or damages, or settle or discharge any action or satisfy any judgment, and all costs, expenses, and other sums incurred by Owner and/or Manager (including but not limited to attorneys' fees) shall be paid to Owner and/or Manager by User upon demand, together with interest at the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law, from the date incurred or paid until repaid. The indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for User under any applicable workers' or workmen's compensation acts. Further, User waives all claims against Owner and/or Manager and the Building Parties for any loss, theft, vandalism, casualty, damage or the like, including consequential damages, however caused, to any person or any other property occasioned by theft, burglary, other criminal act, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or other order of governmental body or authority, or for any damage or inconvenience which may arise through repair or alteration of any part of the Facility or Building, or failure to make any such repairs, and User agrees to look solely to its own insurance for any recovery for the same. User further acknowledges that all personal property or equipment placed by User in the Facility shall be at User's sole risk and expense.
- B. **INSURANCE:** This Temporary Use Agreement and User's right to use the Facility for the Event is contingent upon User's delivery of the following to Manager at least ten (10) days prior to the date of the Event: (i) copies of all required permits, licenses and approvals required by the State of Minnesota, the City of Minnetonka or any other agency or office in connection with the use of the Facility; and (ii) certificates of insurance and copies of additional insured endorsements evidencing (a) Commercial general liability insurance utilizing form CG 0001 or broader with a combined limit of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate – per location and \$300,000 in property damage legal liability, and including contractual liability coverage for User's indemnification obligations under this Temporary Use Agreement, naming Owner and Manager as additional insureds, and (b) umbrella excess liability in the amount of \$5,000,000 per occurrence, \$5,000,000 aggregate, naming Owner and Manager as additional insureds. All insurers must have a policyholder's rating of A- or better, and a financial size of Class VII or better, in the latest evaluation by A. M. Best Company. If User fails to deliver the items set forth above, then in addition to Owner's and Manager's remedies at law or equity, Owner or Manager may terminate this Temporary Use Agreement and Owner or Manager may prohibit User from using the Facility for the Event without reimbursement to User of the User Fee, Damage Deposit or any other fees or

charges under this Temporary Use Agreement. Further, User shall require that all contractors and subcontractors brought to the Facility have insurance as broad as outlined in subparagraph (ii) of this Section III(B).

C. LIQUOR POLICY: In addition to compliance with Laws as provided in Section II(B) above, if User is offering alcoholic beverages of any kind within the Facility or Building, User must obtain Liquor Legal Liability insurance for bodily injury or property damage resulting from the serving or furnishing of any alcoholic beverage, with limits of \$1,000,000 each common cause and \$2,000,000 aggregate.

D. FIRE INSURANCE: User will not allow conduct within the Facility or Building or keep therein anything which will increase the rate of fire insurance on the Facility or conflict with the provision of the insurance policies on the Building or any part thereof.

Notwithstanding any other provision in this Temporary Use Agreement to the contrary, User specifically agrees to look solely to the Owner's interest in the Building for the payment or performance of any of Owner's and or Manager's obligations hereunder, and neither Owner nor Manager nor any of their respective partners, shareholders and/or other direct or indirect equity owners shall ever be personally liable for such payment or performance; it being understood that Manager is only responsible for payments hereunder if and to the extent Owner tenders funds to Manager for such purpose.

No change, amendment, or modification to this Agreement will be valid unless in writing and signed by the parties hereto. No provisions of this Temporary Use Agreement may be waived except in special cases and for good cause shown and then only by written memorandum attached to the Temporary Use Agreement and signed by Manager. This Agreement contains the entire agreement between the parties relating to the subject matter hereof. This Agreement is binding upon the heirs, successors and assignees of the parties. If User consists of more than one person or entity, each shall be jointly and severally liable for User's obligations under this Agreement. This Agreement is to be construed and enforced in accordance with and governed under the laws of the State of Minnesota without regard to any conflicts of law provisions.

By accepting this Temporary Use Agreement, User agrees to be bound by the terms hereof.

USER: _____ : _____ DATE: _____

OWNER: _____ : _____ DATE: _____

Questions Concerning this Contract:
Contact: _____
Phone: _____
Email: _____

Make checks payable to: OMP Minneapolis Propco 1, LLC

EXHIBIT A

PROJECT RULES AND REGULATIONS

Except as otherwise specifically provided in the Lease or any other Exhibits thereto:

1. a. Tenant shall not inscribe, display, print or affix any sign, placard, banner, picture, advertisement, name or notice on or to any part of the outside or inside of any building within the Project or visible from the exterior of the Premises without the written consent of Landlord. Landlord shall have the right to remove any such sign, placard, banner, picture, advertisement, name, or notice, unless Landlord has given written consent, without notice to and at the expense of Tenant. Landlord shall not be liable in damages for any such removal.

b. All approved signs or lettering on doors and walls to the Premises shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord in a manner and style acceptable to Landlord.

c. Tenant shall not use any blinds, shades, awnings, or screens in connection with any exterior window or door of the Premises unless approved in writing by Landlord. Tenant shall not use any drape or window covering facing any exterior glass surface visible from outside of any building within the Project other than the standard drape or window covering established by Landlord. Tenant shall not place any bottles, parcels or other articles on the window sills.
2. The sidewalks, halls, vestibules, passages, exits, entrances, elevators, stairways, and Common Areas of the Project shall not be used for the disposal of trash or be obstructed by Tenant or used by Tenant for any purpose other than for ingress to and egress from the Premises. The halls, passages, exits, entrances, elevators, stairways, balconies and roof are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of Landlord shall be prejudicial to the safety, character, reputation and interests of the Project and its tenants, provided that nothing herein contained shall be construed to prevent such access to the Premises by persons with whom Tenant normally deals in the ordinary course of Tenant's business unless such persons are engaged in illegal activities. Tenant may not place any items on the balconies of any building within the Project without obtaining Landlord's prior written consent, which may be withheld or given in Landlord's sole discretion.
3. Tenant shall not go upon the roof of any building within the Project. Tenant shall not throw anything out of the doors or windows or down the passageways. Landlord shall have the right to control and operate all Common Areas of the Project (including, without limitation, the Parking Garage, ramps, stairs, plazas and park) in the best interests of tenants generally.
4. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys and access cards for any offices, rooms and toilet rooms which shall have been furnished to Tenant or which Tenant shall have made, and in the event of loss of any keys so furnished, shall pay Landlord therefor.
5. Tenant shall not use the toilet rooms, toilets, urinals, wash bowls, and other plumbing fixtures and similar apparatus for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever (including without limitation any sweepings, rubbish, rags or similar materials) shall be thrown, discarded or disposed of therein and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by Tenant.
6. Tenant shall not overload any floor of the Premises. The addition of any material dead load over and above normal office furniture must be reviewed by Landlord's structural engineer, and costs for such review shall be borne by Tenant.
7. All routine deliveries (other than by courier personnel) to Tenant's Premises shall be made through the freight elevators. Tenant shall not use hand trucks or vehicles (other than a wheelchair or similar personal motorized vehicle for an individual) in passenger elevators. Passenger elevators are to be used only for the movement of persons (including mail clerks using push carts and courier personnel so long as they shall not unreasonably interfere with elevator traffic), unless an exception is approved by the building management office. Tenant shall be solely responsible to have a person present at the loading dock to receive all deliveries made to Tenant at the loading dock and to deliver same from the loading dock to the Premises; Landlord has no responsibility or liability for receiving deliveries. All deliveries to the loading dock must be preceded by an Authorized Activity Request presented to the building management office at least 48 hours in advance.
8. All moving of furniture, bulky packages, cartons, supplies, large quantities of food or beverages, merchandise, freight or equipment of any kind by Tenant into or out of any building within the Project shall be via the freight handling facilities, unless otherwise directed by Landlord, at such time and in such manner as Landlord shall prescribe. Advance written notice of intent to move such items must be made to the building management office. Any hand trucks or vehicles permitted must be equipped with soft rubber tires and side guards. Tenant is to assume all risks for (i) damage to articles moved; (ii) injury to any persons arising from or related to such movement; or (iii) any damage to Landlord's equipment or property. Landlord will not be liable for any acts of any person(s) engaged in, or any damage or loss to any of said property or person(s) resulting from any act in connection with such movement by or on behalf of Tenant.

9. Landlord shall have the right to prescribe the weight, size and position of heavy equipment brought into the Project and also the times and manner of moving the same in and out of the Project. Safes or other heavy objects shall, if considered necessary by Landlord, stand on a platform of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause, and all damage done to any building within the Project or other areas of the Project by moving or maintaining any such safe or other property shall be repaired at the expense of Tenant.
10. Tenant space that is visible from public areas must be kept neat and clean. All freight elevator lobbies are to be kept neat and clean. Tenant shall not employ any person or persons other than the janitor of Landlord for the purpose of cleaning the Premises unless otherwise agreed to by Landlord. Window cleaning shall be done only by Landlord.
11. Tenant shall not commit any nuisance, or use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in any manner offensive or objectionable to Landlord or other occupants of the Project by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein. Without limitation to the foregoing, no smoking or other use of tobacco products shall be allowed in any portion of the Premises or the Project.
12. Tenant shall not bring or keep in or about the Premises, any building within the Project, or other areas of the Project, any animals (other than as required for handicapped persons), including without limitation any birds or fish, fish tanks or aquariums. No bicycles shall be brought into or kept in or about the Premises.
13. Neither Tenant nor any other occupant (including without limitation, Tenant's servants, employees, agents, visitors or licensees) shall at any time (i) use or keep in the Premises, any building within the Project, or other areas of the Project, any gasoline or other flammable, explosives, combustible or explosive fluid, chemical, gas or substance, except immaterial quantities of normal office products typically found in a first-class office building, provided such products are stored and used in areas approved by Landlord and in accordance with all applicable building and fire codes or other laws; (ii) install any chemical storage tanks in the Premises; or (iii) use any method of heating (including electric heaters) or air-conditioning other than that supplied by Landlord.
14. Tenant shall not lay linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by Landlord. The expenses of repairing any damage resulting from a violation of this rule or removal of any floor covering shall be borne by Tenant.
15. Tenant will comply with all security procedures during Normal Business Hours and after hours and on weekends. On non-Business Days, and on Business Days between the hours of 6:00 p.m. and 7:00 a.m. the following day, access to the Project or to the halls, corridors, elevators or stairways in the Project, or to the Premises, may be refused unless the person seeking access is known to the person or employee of the Project in charge and has a pass or is properly identified. Any person whose presence in the Project at any time shall, in the sole judgment of Landlord, be prejudicial to the safety, character, reputation and interests of the Project or its tenants may be denied access to the Project or may be ejected therefrom. Landlord may require any person leaving the Project with any package or other object to exhibit a pass from the tenant from whose premises the package or object is being removed, but the establishment and enforcement of such requirement shall not impose any responsibility on Landlord for the protection of any tenant against the removal of property from the premises of the tenant. Landlord shall in no case be liable to Tenant for damages for any error with regard to the admission to or exclusion from the Project of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Project during the continuance of the same by closing of the doors or otherwise, for the safety of the tenants and protection of property in the Project.
16. Tenant shall see that the exterior doors of the Premises are closed when not in use and closed and securely locked before leaving the Project and must observe strict care and caution that all water apparatus (i.e., appliances and coffee makers) are entirely shut off before Tenant or Tenant's employees leave the Project and that all electricity, gas or air shall likewise be carefully shut off, so as to prevent waste or damage.
17. Additional services requested by Tenant shall be attended to only upon application to the building manager at the office of the Project, and employees of Landlord will not perform any work or do anything outside of their regular duties upon such application by Tenant unless under special instructions from Landlord.
18. Tenant shall cooperate with Landlord in obtaining maximum effectiveness of the cooling system by closing the blinds when the sun's rays fall directly on windows of the Premises. Tenant shall not obstruct, alter or in any way impair the efficient operation of Landlord's heating, ventilating and air-conditioning system and shall not place bottles, machines, parcels or other articles on any induction unit enclosure so as to interfere with air flow. Tenant shall not tamper with or change the setting of any thermostats or temperature control valves. Any damage caused by tampering will be repaired at Tenant's expense. Landlord shall adjust thermostats as required to maintain building standard temperature.
19. Tenant shall cooperate to prevent canvassing, soliciting and peddling within the Project.

20. The Premises shall in no event be used for manufacturing, storage (except as such storage may be incidental to permitted uses under the Lease, but in no event any food storage except limited quantities utilized in an employee lunchroom), cooking (except in an employee lunchroom on cooking equipment approved by Landlord), growing plants, flowers, or other flora (except for typical decorative office plants), or sleeping, lodging or living quarters.
21. Tenant shall not conduct any auction, fire, bankruptcy, going out of business, liquidation or similar sales.
22. Installing of wire or cabling within the Project shall follow all applicable codes and Landlord's reasonable telecommunication rules.
23. Except as may otherwise be agreed in writing by Landlord or Landlord's Antenna Site Manager, Tenant shall not place any radio or television antennae on the roof of the Project or on any exterior part of the Premises or the Project, nor shall Tenant place a microwave or satellite dish or other transmitting device anywhere in the Premises.
24. The exterior walls of the Project shall not be punctured, penetrated or otherwise adversely affected by wall hangings or other improvements or property located in, on or about the Premises. No nails, hooks or screws will be inserted in the exterior walls of the Project without the express written consent of Landlord.
25. Any alterations, additions or improvements to any premises in the Project shall be of a quality at least equal to building standards per the Design and Construction Manual for the Project in effect from time to time.
26. All contractors invited to perform work within the Project, whether at the direction of Landlord or a Project tenant, shall be required to provide an Authorized Activity Request signed by Tenant or Landlord and presented to the building management office at least 48 hours in advance. Additionally, contractors must sign in at the lobby courtesy desk, indicate who they will be working for, describe the scope of services to be performed, provide an estimate of the amount of time required to perform the services, and deposit picture identification in exchange for an authorized contractor identification badge prior to commencing their work. Any contractor found in the Project without an identification badge will be escorted to the lobby courtesy desk to complete the sign-in process. No contractor will be allowed to check out keys from the property management office without presenting an authorized contractor identification badge. Prior to leaving the Project, all contractors shall be required to sign out at the lobby courtesy desk, indicate the status of their work, and return the authorized contractor identification badge in exchange for their identification. Landlord reserves the right to deny access to the Project to any contractor.
27. Tenant shall not permit any of its partners, directors, officers, employees, agents, contractors or invitees to carry, possess or store any firearms or other weapons in any portion of the Project other than strictly in accordance with all Legal Requirements.

Landlord reserves the right to rescind any of these rules and regulations and to make such other and further rules and regulations as in its reasonable judgment shall, from time to time, be required for the safety, protection, care and cleanliness of the Project, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants and their agents, employees and invitees. Such rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed.

For purposes of these rules and regulations, the term "Tenant" shall include Tenant and Tenant's employees, agents, licensees, visitors and invitees.