



Cruzioworks

Events Terms of Use

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Agreement to terms of Cruzio Internet Master Services Agreement also required.

Cruzio Internet reserves the right to revise the terms at any time without notice of updating this document. Please review the terms from time to time so you will be apprised of any changes. Use of the Event Space following a change to the terms constitutes agreement to the new terms.

For the purposes of this document, the following words have the following definitions and meanings:

Event Space: may be one, all, or any combination of the following areas in Suite #150 and/or Suite #120 as described on the Events Sign-Up Form. Cruzio must approve and process the Events Sign-Up Form before the Event can be confirmed.

Conference Room: defined as having capacity for up to six people

Classroom: defined as having capacity for up to 25 people

Atrium: defined as having capacity of 250 people

Premises: includes Event Space, Common Areas, Facility and the land upon which they are located

Facility: includes Event Space, Common Areas, and the building

Common Areas: includes but not limited to the parking lot, corridors, stairwells, elevators, restrooms, landscaping, etc. in Suite 150 excluding offices and suites

1. Building Rules

Cruzioworks exists inside of 877 Cedar, which means that Customer must abide by the rules of the building. A copy of the Building Rules is available upon request. The building rules might change with time; continued use of the Event Space construes acceptance of the revised rules. Event is terminable by **Cruzio** without notice if building rules are violated.

2. Term

See Events Sign-Up Form for details.

3. Payment

A security deposit is required to reserve the Event Space for a specific date and time and is due with Events Sign-Up Form. It will be refunded no later than 30 days after the event if there are no damages or additional cleaning costs for the Event Space. Payment is due before the event according to the date and amount detailed on the Events Sign-Up Form. Usage and access beyond the time specified on the Events Sign-Up Form will be billed in whole hours at the current hourly rate and begin accruing 5 minutes after the reservation expires. Event Space area must be returned to its original condition at the end of the allotted time. Setup, breakdown, and cleanup must be completed within allotted time. Any change to event date, hours, location, number of attendees, etc. may result in additional charges.

4. Cancellation Policy

Any cancellation must be made 7 business days prior to the reservation. If the group does not appear at the scheduled time, Customer shall be responsible for the full fee. Occasionally, Cruzio is compelled to cancel or postpone events for a variety of reasons and will provide at least 72 hours notice if possible. Unless indicated otherwise, if Cruzio cancels an event, Customer will receive a full refund and will have the option to reschedule the event (subject to availability). If an event takes place over several days and only one day is cancelled, only a partial refund may be payable corresponding to the day(s) cancelled. If the event is moved or rescheduled, Cruzio may set refund limitations.

5. Equipment

Cruzio equipment may be available for use at the Event Space and at such rental rate for approximately such time as is stated on the Events Sign-Up Form. Equipment shall be returned in the same condition in which it was rented. Customer is financially responsible for replacement or repair of missing or broken equipment.

6. Damages

Customer shall be responsible for any and all damage caused by any person or persons in attendance. Customer shall replace any fixtures, equipment, or supplies missing from the Facility following the use of the Event Space. Customer is responsible for any loss or damage to the Event Space, Common Areas, Facility, or Premises. This includes all damages to any equipment, fixtures, surfaces, including the ceiling, floors and floor finishes, restroom and plumbing, or other property. Customer agrees and acknowledges that Customer's liability for loss or damages is not limited to the amount of the deposits received by Cruzio.

7. Responsible Person

The Customer shall designate a responsible person to remain on site during the event to be responsible for the conduct of all guests, and to be available to do a check out walk through with Cruzio at the end of the event (see section 10. Security for details).

8. Customer's Property

Cruzio is not responsible for items belonging to Customer or Customer's guests that are lost, stolen, or damaged during the rental period. Customer and Customer's guests release Cruzio from any and all liability for loss or damages to such property.

9. Security

Customer shall cause all doors to the Premises to be closed and securely locked before leaving the Facility. Doors will never be propped open or left ajar. A doorbell will be provided at Customer's request. Customer assumes full responsibility for protecting the Premises and their own belongings from theft, robbery and pilferage, which includes keeping doors locked and secured. Customer assumes full responsibility for ensuring guests abide by these terms and for escorting guests off Premises.

Cruzioworks is monitored 24/7 by a video security system. Customer agrees that Customer may be recorded while in the Cruzeioworks space and that Cruzio will monitor these images and may use them for publicity purposes. Please note that Customer's event does NOT take precedence over normal business activity; be aware that if the event is in a Common Area, Cruzio employees and Coworking members will have access to the space, as well, unless otherwise arranged with Cruzio.

10. Parking

Cruzio-designated parking spots behind Cruzeioworks are available on a first-come, first-served basis. Attendees may park in Cruzio-designated spots after 5pm Monday through Friday, after 2pm Saturday, or all day on Sunday. Attendees also have the option to park other parking facilities downtown.

11. Music

Music and sound amplification is not allowed without express written permission from Cruzio. All sound amplification must follow the noise ordinance in the downtown area. All music must end at 10:00 PM.

12. Smoking

Smoking is not prohibited in or on any area of the Premises.

13. Alcohol

Alcoholic Beverages are not permitted on Premises without written consent from Cruzio prior to Event.

14. Food and Cooking

No food is allowed on Premises without express written permission from Cruzio. Cooking is not allowed in the Facility. All food must be prepared off site. Warming appliances are allowed but must not damage the electrical system in the Facility. All food waste must be disposed of in a trash container and not put down any sink or drain in the building. A sink is provided only to wash hands, rinse utensils and dishes, etc. All trash/recyclables must be securely bagged and taken to the kitchen; Cruzio will dispose of it. Do not leave food from event in the kitchen, refrigerator, or freezer. Food left behind will be disposed of without warning.

15. Children

Children must be supervised at all times.

16. Animals

No animals, pets, birds, fish, reptiles, or insects other than Seeing Eye and Service Animals are allowed on Premises.

17. Assignment and Sub-licensing

Customer shall not assign any interest in this Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility by any party other than Customer and Customer's guests.

18. Right to Revoke Permit

Cruzio shall have the right to enter the Facility and all parts thereof at any and all times during a scheduled event. Cruzio retains the right to revoke permission for use of the Facility at any time and may terminate any event when it is necessary for the safety, health, morality, welfare, protection of the Facility, disturbance to other building tenants, violation of these terms, violation of any rules and regulations of the City of Santa Cruz, etc. solely at the discretion of Cruzio. Termination of event will result in forfeiture of all monies paid including the security deposit and the event will not be rescheduled.

19. Limitation of Liability

Cruzio's liability to Customer for damages arising from rental or use of the Event Space for any reason and under any theory of law whatsoever is limited to the total amount paid by Customer to Cruzio in rental fees and deposits. Cruzio will not be liable for any failure to perform or damages caused by acts of God, force majeure or other unforeseen event reasonably beyond Cruzio's control including but not limited to power failures and Internet interruptions.

20. Indemnification

Customer agrees to protect, indemnify, defend, save and hold harmless Cruzio and its officers and employees from any and all claims, liabilities, damages or right of action directly or indirectly arising out of the use of the Facility and from the activities of the Customer and Customer's guests during the rental period. Cruzio will not be liable for the safety of Customer's guests.

Customer Name / Company Representative (PRINT)

_____ / ____ / ____

Signature

Date