

EVENT SPACE RENTAL AGREEMENT AND CONTRACT

The Vault is operated by iQ University LP (iQ). This event space and rental agreement (the "Agreement") is made as of, and is between iQ and the client specified below (the "Client") for services provided at 250 University Avenue, Toronto.

Account Name	Sample Account	Prepared By	Kane Willmott
Bill To	Suite 300, The Landmark @ One Market San Francisco, CA 94105 United States	Company Address	140 Yonge Street, Suite 200 Toronto, Ontario M5C 1S6 Canada
Phone	1-415-555-1212	Phone	(416) 238-1111
Email	sarah.sample@company.com	Email	kwillmott@iqoffice.ca

iQ has agreed to provide certain services as outlined herein to the Client and has agreed to grant the Client a licence to occupy the office suite(s) as described below on the terms and conditions contained herein.

The parties therefore agree as follows and to the full performance of the Terms and Conditions attached hereto at Schedule "A":

Basic Terms

Event date:

Set Up Time:

Event Start Time:

Event End Time:

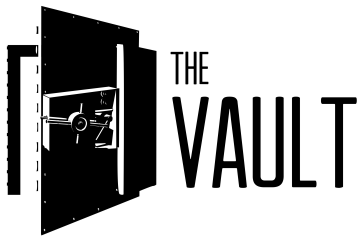
Event Name:

Wrap Time:

Event Name:

Number of Guests:

Sample Note_to_License_Agreement



Until this agreement is signed, returned and confirmed by iQ, this agreement shall be subject to availability. By signing this Agreement you confirm that you have read and understand the attached Terms and Conditions. NOTE: this Agreement does not automatically terminate. See Section 2 of Schedule "A".

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

For iQ University LP

For the CLIENT

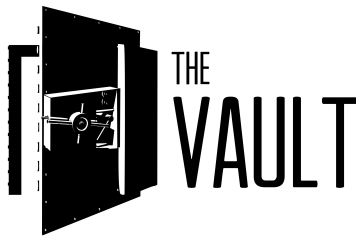
A handwritten signature in black ink, appearing to read "Kane Willmott", written over a horizontal line.

By:

Name: Kane Willmott
Title: Authorized Signing Officer
We have authority to bind the
corporation

By:

Name:
Title:
I have authority to bind the corporation



Terms and Conditions

- a signed contract, credit card and date-hold deposit equal to 2 hours rental must be received to reserve your date(s) and time(s).
- the balance of your space rental fee is due two (2) days prior to your event.
- miscellaneous costs, such as bar, catering, furniture, and equipment rentals are due two (2) days prior to your event.
- a copy of your Special Event Liability insurance is due no later than two (2) days prior to your event.
- any additional costs that arise will be due within two (2) days following your event.

Payments should be made to iQ Office Suites Inc. (iQ) cash, check and major credit cards (visa/MasterCard) are accepted. A credit card authorization form is located on the last page of this contract.

No refunds of the space rental fees will be paid 2 days prior to an event, as your agreement to rent the iQ Event Space on this date may cause the loss of additional bookings or business. Reserved food and beverage catering, along with rentals and/or purchases necessary to produce your event will not be refunded if costs have been incurred toward that obligation.

Please initial and date the following five pages.

EVENT SPACE RENTAL AGREEMENT AND CONTRACT

CONDITIONS AND RESPONSIBILITIES OF RENTER

Please read the material below to make sure all parties understand the requirements of providing for everyone's safety and keeping iQ Event Space a well maintained and safe location for future use.

DEPOSIT/RENTAL FEES

A signed contract and date-hold deposit equal to 2 hours rental must be received to reserve your date(s) and time(s). The balance of your space rental fee is due seven (7) days prior to your event. Miscellaneous costs, such as bar, catering, rentals, etc., are due two (2) days prior to your event. Any additional costs that arise will be due within two (2) days of your event. No terms are implied or granted and no work will be allowed to commence until full payment is received.

INSURANCE

Special Event Liability insurance is required of all Renters and is due no later than 2 days prior to your event. The insurance must, at renter's sole expense, provide and maintain public liability and personal property damage insurance, insuring iQ Office Suites Inc. employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of renter's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises. (250 University Only - Renter must provide a copy of the Event insurance certificate in the amount of \$5,000,000.00 naming iQ Office Suites Inc, 6019838 Canada Inc. and Bentall Kennedy(Canada) LP, Bentall Limited Partnership, Bentall G.P. Ltd.their successors and assigns as additional insured). Liability insurance in the amount of \$2,000,000 must be provided for all other iQ locations naming iQ Office Suites Inc..., their successors and assigns as additional insured.

if alcohol is to be served please make sure that you receive a Special Occasion permit from the AGCO and deliver a copy to iQ Office Suites no later than 2 days before the event.

LIABILITY

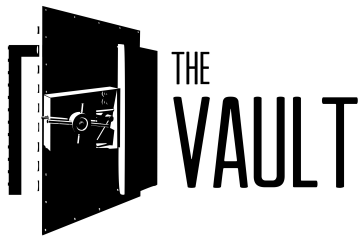
The Renter shall indemnify, defend and hold harmless IQ and its officers, directors, employees and agents from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by Renter's negligence in connection with the use of the facilities. IQ shall indemnify, defend and hold harmless the Renter and its officers, directors, employees and agents from and against any and all Claims arising out of or caused by IQ's negligence in connection with the provision of services or the use of the facilities. The indemnified party shall promptly notify the indemnifying party of any claim for which indemnification is sought hereunder. The indemnifying party shall have sole control of the defense of any such claim and all negotiations for its settlement or compromise. The indemnified party may participate at its own expense in the defense of any such claim if such claim is against the indemnified party. Notwithstanding anything else to contrary, in no event shall either party be responsible for any (a) damage, expense, loss or other liability to the extent attributable to the negligence, acts or omissions of the other party, and (b) indirect, special, punitive, incidental or consequential damages.

CATERING STANDARDS

We highly recommend that a caterer from our recommended caterers list be used for your event. Our recommended caterers have experience working in iQ Event Space and are familiar with our regulations, policies, and procedures. Use of caterers not on our recommended list is more than welcome.

Prep Area Policy—iQ Event Space kitchen is production space and is to be used for final food presentation, plating and bussing only. Please note that iQ does not provide dishes, glassware, pots, pans, knives or utensils. The kitchen production space will be provided in a clean condition and the space should be returned to a clean condition immediately following your event. A final walk-through with a member of our event staff is mandatory at the close of your event.

Caterers must remove all trash, composting and recyclables from the site as we do not have adequate facilities. All trash, including sorted recyclables and



properly sorted compostable, must be collected, properly bagged and removed by the caterer.

Failure to remove or clean will result in additional fees to the client and will be charged to the client's credit card on file. iQ encourages those renting space to consider green, sustainable, fair trade, ecologically sound cleaning and zero waste solutions. iQ proudly commits to as close to zero waste events as possible.

CAPACITY

- iQ EVENT SPACE – DINEEN LOUNGE (140 Yonge St) — 50 at tables, 60 in room seated, 60 standing reception
- iQ EVENT SPACE – THE GOLD VAULT (250 University Ave) — TBC for seated dinner, TBC lecture style, 250 standing reception

EVENT START AND END TIMES

iQ reserves the right to charge the Renter for any time which the Renter is onsite including those times which fall outside the hours stated on the first page of this agreement.

SITE DECORATION

iQ wants to make every event here a special and welcome experience. Therefore every effort will be made to allow renter to prepare decorations reflecting their creative requirements. We ask that only the staff of iQ rearrange and move any furnishings, including, but not limited to, artwork, lamps, antiques or seating. No nails, screws, staples or penetrating items are to be used on our walls or floors. No glitter or foil (non-paper) confetti is allowed on site. Only low tack tape is allowed on our floors and wall. Any damage will be charged after your event.

CONDUCT

There is absolutely no drug use or smoking of any kind tolerated on premises or within 30 feet of the building including loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and guests shall use the premises in a considerate manner at all times. During underage events, such as school dances, we prefer that underage individuals do not have in and out privileges. Conduct deemed disorderly at the sole discretion iQ. staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases No refund of the event costs shall be made.

LIVE MUSIC/DJs/NOISE

We encourage music and lots of dancing! However, please be aware that noise regulations do apply. In the event that renter's event creates a disturbance due to high noise volume, iQ's onsite manager has full authority to ask the renter, dj or live music presenter to turn the entertainment down and/or off. If repeated disturbances are reported, iQ has the right to shut event down.

CANCELLATION

Date-Hold deposit is non-refundable

From seven (7) days prior to event: No space rental payments will be refunded.

LOAD-IN/LOAD-OUT AND STORAGE

All load-ins and load-outs must take place within the designated timeframe given by iQ. if there is an event prior to yours a timed delivery will be required. iQ is not responsible for checking in or handling any items brought into the venue by rental companies. All excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by rental company, client, or client's representative. Limited storage is available upon request. Storage fees will be applied to any items left overnight or beyond normal load-in/load-out times. This also applies to items left post event for shipment out via courier. Note: it is not the responsibility of iQ to ensure that pick-ups are scheduled and executed.

ENTRY AND EXIT

Renter agrees that iQ staff may enter and exit premises during the course of the event. A representative of iQ will be on site during your entire event and will be checking periodically with the responsible parties to insure everything is running smoothly. We will also be checking the bathroom, the overall premises, replenishing hand towels and toilet paper, and will be available for questions or to respond to needs or issues that may arise at any time.

PROMOTIONS AND COPYRIGHT

We are happy to provide professionally created images of our space for promotional materials.

All promotional materials must be approved by iQ Staff prior to being sent to the public or being displayed in and around the building. Unapproved signage and/or advertising which is not approved may be removed at the discretion of iQ.

We hope you will refer others here and are happy to answer any questions you might have about the types of events we do. We are also happy to personally welcome your guests and speak to them about the historic nature of the building, or its contents.

A representative of iQ and/or promotional materials and signage will be present at all events, and any questions about the space, its contents or about our upcoming events and the charities we support can be directed to that representative.