

Licensee and all Event guests (both adults and children) (collectively, "Event Attendees") acknowledge and accept the following rules (the "Rules"):

- o No flammable liquids or gases
- o No weapons
- o No smoke machines, lasers, strobe lights, or similar disturbing lights, sounds, or visuals
- o No animals (other than service animals)
- o No disturbing other customers or engaging in otherwise potentially unsafe behavior (i.e. no racing, games of tag throughout the store, etc.)
- o No throwing food
- o Unless expressly permitted in advance by prior writing from IKEA, and subject to additional restrictions, no third-party artists/entertainers or services will be permitted during the Event (i.e. no face painters, dancers, balloon artists, bounce house, or party/event characters in themed costumes from pop culture/movies/TV/cartoons, etc.)
- o No bands/PA systems/electrical hook up
- o No alcohol, no smoking/vaping, or illicit substance use
- o No external food or beverages without prior written approval from IKEA (*note: outside birthday cakes will generally be permitted for birthday events with prior written approval from IKEA*)
- o No profanity, obscenity, or non-family friendly behavior
- o Children may not be left unattended
- o No candles, lighters, or open flames
- o Event photography, filming, recording, or social media posts/streaming of the Event shall only be permitted with prior written consent from IKEA.

Any violation or suspected violation of the aforementioned Event Rules shall result in immediate cancelation of the Event and termination of this Agreement in the sole discretion of IKEA.

TERMS & CONDITIONS

1. **Space Rental.** IKEA hereby grants to Licensee a limited and revocable license (the "License") to use the event space as described in the "Event Location" table on page one (1) of this Agreement (the "Space") for the Event, as outlined above in the Event Details (the "Space Rental"). The License permits Licensee to use the Space solely for the Event as outlined in the Event Details, only on the Event Date, during the Time, subject to, and upon all of the terms, covenants, and conditions in this Agreement. Licensee and Event Attendees shall have access to the bathrooms, elevators, staircases, and common areas of the Space during the Event. Licensees and Event Attendees shall not have access to IKEA show rooms, unless related to IKEA store purchases. Licensee and Event Attendees will not have access to the Space at any time other than during the Event Time, unless Licensee receives prior written authorization from IKEA. The Space shall be provided as-is, and IKEA makes no warranty to Licensee regarding the suitability of the Space for Licensee's intended

use. Licensee shall leave the Space in the same or similar condition as when Licensee entered.

2. Catering Services. IKEA shall provide Licensee the food and associated ancillary services as outlined in the applicable Event Package (collectively, the "**Catering Services**") set out in the Event Details to be served at the Event.

3. Fees. Licensee shall pay to IKEA the total Fee outlined in the Event Details for the use of the Space. The Fee is inclusive of the cost of all materials supplied by IKEA for the Space Rental and Catering Services. Within [] of days prior to the Event Date, Licensee shall pay IKEA a non-refundable deposit of [\$] USD (the "**Deposit**") to reserve the Space Rental and Catering Services for the Event. The Deposit will be credited towards the Fee. Licensee shall pay the Fee (less the Deposit) at the end of the Event. If Licensee does not pay the remainder of the Fee at the end of the Event, Licensee's credit card on file will be charged the balance due. If any repair and/or excessive cleaning is needed for the Space or the common areas following the Event to bring the Space, the common areas, or both to the same or similar condition as delivered to Licensee, Licensee shall be charged an additional cleaning fee of [INSERT FEE] (plus applicable tax) to be charged to Licensee's credit card on file (the "**Cleaning Fee**").

4. Space Decoration. Rearranging and moving furniture, artwork, lamps, seating, and other furnishings will be performed solely by Licensor's employees. No nails, screws, staples, or penetrating items may be used on walls, wood, or other fine surfaces. Licensee shall guarantee that the premises are restored at the conclusion of the Event to the condition such premises were in at the time of arrival. Any tape and gummed backing materials must be properly removed by Licensee or else will be subject to the Cleaning Fee outlined in Section 3. Licensee will pay IKEA an additional cleaning charge of [\$] (plus applicable taxes) at any event in which confetti, glitter, rice, sprinkles or similar items are used by Licensee or Event Attendees. Licensee shall be responsible for any cost to IKEA to repair any damages caused by the Event. Licensee agrees to be responsible for all damage or breakage caused by Event Attendees, guests, invitees, or employees. In the event of such damage, Licensee will be informed by IKEA and provided with a bill for the costs of repair to be paid upon receipt.

5. Conduct and Noise. Licensee agrees to conduct the Event in an orderly manner and in full compliance with applicable laws and rules and regulations promulgated by IKEA. IKEA reserves the right to refuse service to any Event Attendee and may remove any loud, disruptive or uncooperative guest or invitee. Licensee assumes full responsibility for the conduct of all persons in attendance at the Event, including Licensee's guests, members, employees or third parties hired by Licensee. Licensee understands that IKEA may be subject to rules, regulations, directives or other matters that restrict the level of noise, music or sound volume during the Event. Licensee will abide by all such limitations and by any directive of the IKEA's management regarding the same.

6. Other Food or Drink. Due to health and safety, no food or beverages may be brought into the Event without prior written approval from IKEA. Such approval may be granted or withheld by IKEA in its sole discretion.

7. Display, Decorations, Logo Use, and Licensee's Property. No use of the IKEA logo shall be permitted under any circumstance in any printed or promotional materials, or for any reason. Licensee agrees to submit a copy of any printed or digital materials (i.e. – guest invitations) for approval prior to issuance. Any personal property of Licensee or Event Attendees brought to IKEA, either prior to or following the Event, will be at risk of Licensee and or Licensee's guests. IKEA will not be responsible for any loss or damage to Licensee's property for any reason. Licensee acknowledges that IKEA does not maintain insurance covering Licensee's property or property of Event Attendees and that it is the sole responsibility of Licensee to obtain property damage and liability insurance covering such losses if client deems it necessary.

8. Excused Non-Performance. For so long as the Event at IKEA is prevented, delayed or hindered by an act of God, fire, flood or explosion, strikes, labor disputes, inability to procure labor, epidemics, pandemics, or other national or regional public health emergencies, City, State or national emergency, or other similar causes beyond IKEA's reasonable control that make performance commercially impracticable, IKEA shall be excused from performing any obligations under this Agreement, whereupon all amounts paid by Licensee shall be refunded, except for any amounts for services rendered prior to the date of termination. In neither instance will IKEA be liable for any additional costs, expenses, or damages suffered by Licensee (over and above the Fees) arising out of the rescheduling or cancellation of the Event.

9. Indemnification. Licensee hereby indemnifies and holds harmless IKEA, its employees, officers, and directors from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Licensee's negligent or willful use of the Space, including any negligent or willful acts or omissions on the part of Licensee, its guests (including Event Attendees), employees, officers, directors, independent contractors, or other agents (as applicable). Licensee shall notify IKEA of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury.

10. General Terms. Licensee may not assign this Agreement under any circumstances without IKEA's prior written approval, which may be granted in IKEA's sole and absolute discretion. This Agreement is the entire agreement between the Parties with respect to its subject matter and cannot be amended except by a written document signed by IKEA. This Agreement is governed by the laws of the Commonwealth of Pennsylvania applicable to agreements made and performed entirely within such State, without regard to any conflict or choice of law rules, the place where it is signed or Licensee's place of residence. Courts located in the Commonwealth of Pennsylvania will have exclusive jurisdiction of any disputes arising from or related to this Agreement. Licensee must inform all Event Attendees of the above Rules and Terms & Conditions