

EVENUES NON-BOOKABLE LISTING AGREEMENT

This Agreement (the “Agreement”), effective as of today’s date (the “Effective Date”), is made by and between eVenues, Inc., a Delaware company d/b/a eVenues Group, Inc., (“eVenues,” “eVenues.com,” “We,” or “Us”), and Provider, a newly registered venue Provider (“You,” “Your,” or “Provider”).

eVenues provides an online classified space for renters or space seekers (“Customers”) to search and book online and, upon request, booking services to companies that wish to advertise their meeting venues. You operate a meeting venue (“Facility”, “Facilities” or “Venue”) and wish to have Your venue listed through the eVenues website as a Non-Bookable Listing. By clicking “I Agree,” You (1) represent and warrant that You are authorized to act on behalf of the owner or manager of the venue and (2) agree to the terms and conditions set forth herein.

1. Services provided by eVenues

eVenues agrees to provide (1) an online classified space for You to place Your Non-Bookable Listing; (2) send qualified leads from Customers inquiring about Your Facility.

2. Your Duties

You agree to review and abide by the Terms of Service located on our website (<http://www.evenues.com/Terms-Of-Service>).

You represent and warrant that Your Non-Bookable Listing is for providing space as a service. You are required to provide light, electricity and climate control to Customers in conjunction with the Facilities and may offer other amenities as appropriate.

You agree that Your Non-Bookable Listing will not permit continuous use by Customers for a period exceeding twenty seven (27) days.

3. Non-Bookable Listings

You are solely responsible for the content of Your Non-Bookable Listing(s). eVenues retains the right, but not the obligation, to review all listings for compliance with this Agreement and the Terms of Service. If eVenues determines that a Non-Bookable Listing is not in compliance, we may immediately disable the Non-Bookable Listing and notify You.

You grant eVenues a non-exclusive, perpetual, worldwide license to reproduce, modify, create derivative works of, publically display, publically perform, and distribute any content You place on the eVenues website or systems in conjunction with registration or any Non-Bookable Listings. Such content includes, without limitation, copyrighted material, trademarks, material subject to rights of privacy or publicity, and any other property protected by intellectual property laws. You further grant eVenues the right to use

such content in any eVenues marketing or advertising activities. You may terminate this license at any time by removing the content from the eVenues system, except that such termination will not affect the license as it pertains to any advertising or marketing activities already commenced or contemplated by eVenues at the time of termination.

Each party may promote and announce the relationship established hereby in a reasonable manner. Each party will have an opportunity to review all written materials announcing the relationship before they are released and approval shall not be unreasonably withheld or delayed.

You understand that eVenues may pre-populate a Non-Bookable Listing with publically available information about Your venue. While we make reasonable efforts to validate all of the information, we do not guarantee its accuracy. If You find any inaccurate information, You may request a correction by sending an email to legal@evenues.com.

4. Payment

In the event that eVenues sends You a qualified lead that You accept and confirm with customer, You agree to pay eVenues a ten percent (10%) commission including all meeting room rental, equipment rentals, and minimal food & beverage associated with the booking.

In the event a Hotel has a policy where the room rental fee is waived upon a minimum food and beverage commitment, You agree to pay eVenues a five percent (5%) on food & beverage net sale and equipment rental proceeds.

In the event a Hotel has a policy where the room rental fee is waived upon guest room rental for 3 or more individuals, You agree to pay eVenues a five percent (5%) on just guest room net sale proceeds.

Upon request, You agree to send eVenues a copy of the Customer banquet event order (“BEO”) or contract for verification purposes of the total room rental fee and related amenities associated with the confirmed booking.

You agree to pay commissions to eVenues within thirty (30) days following the Customer event. Failure to do so may result in immediate deactivation of listing on eVenues and legal intervention.

5. Last Fees

Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% monthly finance charge. eVenues will attempt resolving payment for 90 days, where after 90 days, eVenues will deactivate the account and outstanding invoice(s) will be sent to collections.

6. Terms and Termination

1. This Agreement is for a term of ONE (1) YEAR and will automatically renew for an additional year term upon the expiration of the then current Term, unless terminated or rewritten by You or eVenues with thirty (30) days written notice prior to the end of the then current term.
2. This Agreement may be terminated by You or eVenues in the event of any default by the other in the performance of its obligations under this Agreement that is not remedied to the reasonable satisfaction of the non-breaching party within ten (10) days following delivery of written notice of such breach.
3. Either party may terminate this Agreement without cause with sixty (60) days written notice.
4. eVenues may terminate this Agreement with ten (10) days written notice to You in the event that You repeatedly fail to respond in a timely manner to eVenues or Customers messages.

7. Independent Contractors

You and eVenues are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on behalf of eVenues.

8. Confidentiality

We may have close contact with each other's confidential and proprietary information. We agree to keep such information secret and will not intentionally disclose it to anyone except as may be reasonably necessary for the performance under this Agreement. This obligation will survive the termination or expiration of this Agreement. If confidential information is sought by any source, the disclosing party must immediately notify the non-disclosing party of such request and refuse to divulge any such information at least until a representative of the non-disclosing party is permitted to address the situation and either consents to the disclosure or has the opportunity to engage legal means to protect the disclosure of such information.

9. Representations and Warranties

You represent and warrant that You have the necessary equipment, software, materials and qualified personnel available to perform Your obligations under this Agreement.

You represent and warrant that You have all necessary rights and permissions to use all content displayed in its Listing under this Agreement, including but not limited to text, fonts, graphics, photographs, sounds, music, video, software, or similar works. Where You are not the copyright holder for a work provided, You warrant that You have obtained all necessary licenses for You to make use of the work and will provide copies of those licenses to eVenues upon request. Where You use any work that incorporates the likeness of any person or protected property, including but not limited to trademarked material, You represents and warrants that such work has all necessary releases for commercial use.

You further represent and warrant that You will not deny any person access to any service provided in a Listing for any reason that is prohibited by local, state, or federal law or regulation, including but not limited to race, color, religion, gender, sexual orientation, physical or mental disability, familial status, or national origin. This representation and warranty will extend to any language, symbol, or other message included in a Listing that would be reasonably interpreted to cause or encourage such discrimination.

EVENUES PROVIDES ITS WEBSITE AND SERVICES “AS IS” AND EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE.

10. Indemnification

You agree to indemnify and hold harmless eVenues and its directors, officers, members, managers; employees and agents from any and all claims, losses, damages, liabilities, costs and expenses, including reasonable attorneys’ fees, which claims are based on or arise from Your actual or alleged violation of any of the provisions of this Agreement. You agree that You must obtain eVenues’ written consent, not to be unreasonably withheld, for any settlement that adversely affects eVenues’ rights.

11. Limitation on Liability

Except for the confidentiality provision contained in Clause 7 and the indemnification provision in Clause 9, in no event will either party be liable for any consequential, special, punitive, exemplary, indirect or incidental damages arising from this Agreement or performance under this Agreement (including loss of anticipated profits, loss of use, or loss of product).

12. Assignment

This Agreement will be binding upon and inure to the benefit of each part and is respective successors and assigns. Neither this Agreement nor any rights or obligations hereunder may be assigned by either party without the prior written consent of the other, which consent will not be unreasonably withheld.

13. Amendments; Waiver

This Agreement may be amended only by a written agreement signed by the Parties. For the avoidance of doubt, documents delivered via fax or as scanned image or PDF files meet the definition of written agreements, but regular email does not.

Neither Party will be deemed to have waived any right, power, privilege or remedy unless such waiver is in writing and fully executed by it. No partial exercise, failure to exercise, delay in exercising or course of dealing with respect to any right, power, privilege or remedy will operate as a waiver thereof by either Party or of any other right, power, privilege or remedy.

14. Notices

All notices will be in writing and will be deemed properly given if delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested, sent by courier or traceable delivery services, or sent by fax, and will be deemed to have been given when received. Unless otherwise specified by the parties in writing, any such notice or communication will be addressed to:

eVENUES:
eVenues, Inc.
Attn: Legal Department
7683 SE 27th St. - Suite 181
Mercer Island, WA 98040
Fax: 877-572-1920
Email: legal[at]evenues.com

15. Governing Law and Venue

This Agreement and the right and obligations of the parties will be governed by laws of the State of Washington, without resort to its conflict of law provisions. You and eVenues agree to submit to the personal and exclusive jurisdiction of the courts located within King County, Washington, USA. The prevailing party in any dispute will be entitled to recover its attorneys' fees and costs and professional fees and costs.

Revised and effective as of April 12, 2016.

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