

CONFERENCE ROOM LICENSE AGREEMENT

THIS CONFERENCE ROOM LICENSE AGREEMENT ("**Agreement**") is made and entered into as _____, 20__ by and between:

AMWAY CORP., a Virginia corporation, of 7575 Fulton Street East, Ada, Michigan 49355, ("**Amway**") and

_____,
(Name of individual or organization)

of _____ ("**Licensee**").
(Address)

Amway licenses to Licensee, the conference room space identified below ("**Conference Room**") in the Nutrilite Building at 5600 Beach Blvd, Buena Park, California 90621 ("**Premises**") for the dates, times and fee specified below, and subject to the Additional Terms and Conditions of this Conference Room License Agreement on the pages that follow. The license granted under this Agreement by Amway to Licensee is revocable by Amway at any time for any reason or for no reason.

Conference Room Requested: **Community Room
Theater
Auditorium**

Reservation: **Date Requested:** _____

Time Requested: From _____ a.m./p.m. **to** _____ a.m./p.m.

Purposes for Rental: _____

Conference Room Rental Fee: _____

Payments shall be made with cash or credit card at least twenty-four (24) hours prior to the start of the meeting.

Amway and Licensee have signed this Agreement as of the day and year first indicated above.

Amway:

Licensee:

Amway Corp.
a Virginia corporation

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

ADDITIONAL TERMS AND CONDITIONS

In consideration of the mutual promises made in this Agreement, and intending to be legally bound, Amway and Licensee further agree as follows:

1. **Eligibility.** In order to book the Community Room, Licensee must be at the Platinum Level or above. In order to book the Theater, Licensee must be at the Emerald Level or above and have its national account representative's approval. In order to book the Auditorium, Licensee must be at the Diamond Level or above and have its national account representative's approval. Reservations for any of the Conference Rooms cannot be made more than one (1) month in advance and must be made in accordance with the terms set forth in **Exhibit A**. Licensee's access to and use of the Conference Rooms must comply with Amway's "General Guidelines" regarding Conference Room use set forth in **Exhibit A**. Amway reserves the right to restrict or deny use of the Conference Rooms at any time for any reason or for no reason. In all events, Amway-led training sessions will have first priority to use any of the Conference Rooms, and any Conference Room then in use by Amway will not be available for use by Licensee during such Amway-led training session.

2. **Use.** Licensee shall use the Conference Room only for the limited purposes specified in this Agreement and for no other purpose. Licensee represents and warrants that its use of the Conference Room will be in full compliance with Amway's "General Guidelines" regarding Conference Room use in **Exhibit A**. Licensee shall not use the Conference Room for any illegal purpose. The Community Room is limited to 30 guests. The Theater is limited to 60 guests. The Auditorium is limited to 220 guests.

3. **Fees and Payments.** Licensee shall pay the conference room rental fee specified in this Agreement. The fee has been determined in accordance with the *Conference Room Rental Price Guide* attached hereto as **Exhibit A**. Licensee is subject to an additional Twenty-Five Dollars (\$25.00) fee for each additional fifteen (15) minute increment that the Premises is used beyond the specified Reservation time.

4. **Services and Reimbursement by Licensee.** Equipment available in the Community Room may include one (1) large flat screen, HDMI/VGA access connected to the room's audio system, white boards, and a podium. Equipment available in the Theater and Auditorium may include at least one (1) overhead projector, HDMI/VGA access connected to the room's audio system, two (2) handheld microphones, one (1) podium, and volume controls. Tables are available upon request. Licensee must rely on regularly scheduled staff as support staff for the meeting. Private events after normal business hours require additional staffing at the Premises, which shall be determined in Amway's sole discretion and may include a manager and security personnel, the cost of which shall be borne solely by Licensee. At such times, Licensee must make an advanced request for additional support staff and will be responsible for paying One Hundred Fifty Dollars (\$150.00) per staff member requested. Staff member requests can be made to Maria Bravo (714) 562-4955. All equipment used by Licensee must be returned to an Amway team member after use. Licensee shall pay for any charges that are incurred from the usage of personnel, equipment or services that are not specified in this Agreement, including but not limited to the cost of any photocopies.

5. **Confidentiality.** Licensee shall not have the right to access any other part of the Premises besides the Conference Room. Licensee shall keep confidential any information that Licensee sees or learns relating to the business of Amway while on the Premises. Licensee will hold in the strictest confidence any trade secrets or confidential information that is disclosed to Licensee. Licensee will not remove any document, equipment or other materials from the Premises without Amway's written permission. Licensee will not photograph or otherwise record any information to which Licensee may have access while on the Premises.

6. **Children.** Children under 16 are not allowed on the Premises.

7. **Food Service; Sampling.** Licensee may not have any food or beverages on the Premises, except that they may provide Amway product sampling and bottled water only. Product samples may be made available for purchase.

8. **Clean Up.** Licensee will complete a basic clean up following the meeting leaving the room in the condition in which it was delivered.

9. **Parking.** Due to the limited parking spaces Amway encourages attendees to carpool to the Premises. Once at the Premises limited parking can be found on Amway property at no additional cost to Licensee. Licensee and its guests may park off Amway property at their own risk. Amway does not guarantee that parking will be available for all guests. In no event shall Licensee nor any guest of Licensee leave a vehicle at the Premises overnight.

10. **Indemnification.** Licensee shall indemnify and hold harmless Amway and its affiliates against any and all liabilities, obligations, damages, penalties, claims, costs and expenses, including reasonable attorneys' fees, paid or incurred as a result of or in connection with (i) Licensee's use of the Premises and common areas, (ii) any breach of any covenant or condition of this License by Licensee, its contractors, subcontractors, agents, employees, invitees, or licensees, or (iii) the acts or omissions of Licensee, its

contractors, subcontractors, agents, employees, invitees, or licensees. If any action or proceeding is brought against Amway or its affiliates by reason of any such claim, Licensee shall, upon written notice from Amway, at Licensee's expense, resist or defend such action or proceeding by counsel approved by Amway in writing. Licensee shall bring or keep property upon the Premises solely at its own risk, and Amway shall not under any circumstances be liable for any damages or destruction of such property. Licensee shall maintain a policy of insurance against risk of loss from any cause whatsoever to all such property, to the full extent of its replacement cost, which policy of insurance shall contain a clause or endorsement under which the insurer waives, or permits the waiver by Licensee, of all rights of subrogation against Amway, its contractors, subcontractors, agents, employees, customers, invitees, or licensees, with respect to losses payable under such policy. Amway and Licensee each waives all right of recovery which it might otherwise have against the other, and its contractors, subcontractors, agents, employees, customers, invitees, or licensee, for any damage to their respective property which is (or by the terms of this Agreement is required to be) covered by a policy of insurance, notwithstanding that such damage may result from the negligence or fault of either of them, or its contractors, subcontractors, agents, employees, customers, invitees, or licensees. Any deductible amount included in such policy shall be treated as though it were recoverable under the policy.

11. **Insurance.** Licensee shall carry commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000) and shall provide evidence of said insurance upon request from Amway.

12. **License is Personal.** The license granted by this Agreement is personal to the Licensee originally named herein and may not be assigned or transferred in any manner whatsoever without the express consent of Amway, which may be withheld in its sole discretion.

13. **Governing Law; Invalidation.** This Agreement shall be governed by and construed in accordance with the laws of the State of California that are applied to agreements made and to be performed in that state. The invalidation of one or more terms of this Agreement shall not affect the validity of the remaining terms, which shall be enforceable to the fullest extent allowed under applicable law.

EXHIBIT A

Conference Room Rental Price Guide

| | | | | |
|-------------------------------------|--|--|-----------------|--|
| Room Location | Community Room | Theater | | Auditorium |
| Capacity | 30ppl | 65ppl | | 220ppl |
| WHO CAN BOOK? | Platinums and above by reservation | Emeralds and above or with National account approval | | Diamonds and above or with National account approval |
| RESERVATION LEAD TIME | One Month Ahead Max | | | |
| Available Days and Times | MON 5PM-10PM TUE 5PM-10PM WED 5PM-10PM THUR 5PM-10PM FRI 5PM-10PM SAT 2PM-5PM | \$100 / 2 Hours | \$150 / 3 Hours | \$500 / 3 Hours |
| Extended Fee | | \$25/15 minutes over scheduled time | | |
| Each Additional 60-minute increment | \$50 | | | |
| AV Equipment | | | | |
| Amway-led Training | Leaders can discuss trainer bookings with their National Account Representative | | | |
| Samples | Available for purchase. | | | |
| Payment Method | Cash or card paid to prior to start of meeting. | | | |

GENERAL GUIDELINES:

1. Please contact Maria Bravo at (714) 562-4955 to make event or room reservations.
2. Meetings must start and finish within the stated reservation times. Overages will be charged in 15-minute increments and strictly enforced.
3. Private events, after normal business hours, require additional staffing at the Premises, including a manager and security personnel, the cost of which shall be borne solely by Licensee. Contact Maria Bravo for pricing information for required additional staff (Ex: BA or Cashier).
4. Amway-led Training sessions will have first priority to use any of the Conference rooms, and any Conference Room then in use by Amway will not be available for use by Licensee during such Amway-led Training session.
5. Serving food and drinks is limited to Amway product sampling only. No outside food is permitted.
6. Children under 16 are not allowed on the Premises.
7. Licensee must return all borrowed equipment after use or Licensee will be charged the replacement value of the equipment.

8. Tables are available upon request and are not guaranteed to be available.