

# Venue Rental Agreement

This Venue Rental Agreement ("Agreement") is entered into on May 19, 2026 ("Effective Date") by and between Citrus House, of 1505 Western Ave, Seattle, Washington 98101 ("Lessor") and 7ABCs, of 333 Summit Ave E, 303, Seattle, Washington 98102 ("Lessee"). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

## 1. Grant

The Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to the Lessee a license to use Citrus House ("Facility") for the 7ABCs Summer program ("the Program"), the classes and activities of which constitute the "Events," to be held on June 26, 2026 and July 3, 2026.

## 2. Date/Time of Permitted Use

Access to the Facility for the Events will commence at 8:00 AM on the dates of the Events and will end at 4:30 PM.

## 3. Rental Fee

The Lessee shall pay to the Lessor, as the rental fee for the use of the Facility, an amount equal to 30% of ticket sales for the Events, plus all other charges to be paid by the Lessee under this Agreement (the "Rental Fee"). No advance payment, deposit, or minimum fee is required. The Rental Fee shall be determined from final ticket sales and shall become due and payable in full at the close of the Events.

## 4. Indemnification

The Lessee shall indemnify, defend and save harmless the Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by the Lessee, its agents, employees, contractors, the Lessee's invitees, or representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. The Lessee hereby releases the Lessor from any and all liability or responsibility to the Lessee or anyone claiming through or under the Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of the Lessee covered by any insurance then in force.

#### 5. "As-Is" Condition

The Lessee agrees to accept the Facility in its "as-is" condition.

#### 6. Assignment and Sublicensing

The Lessee shall not assign any interest in this Venue Rental Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than the Lessee.

#### 7. Termination

The Lessor may terminate this Agreement based upon any one or more of the following events: (a) failure of the Lessee to pay the Rental Fee or any other charges due hereunder when the same is due; or (b) the Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to the Lessor by law or in equity, the Lessor may, with or without further notice, forthwith terminate this Agreement and, in accordance with applicable law, remove the Lessee or any other person or persons in occupancy from the Facility, together with their goods and chattels, without becoming liable for any loss or damage which may be occasioned thereby, and repossess and enjoy said Facility; and in addition to any other remedy it may have, the Lessor may recover from the Lessee all damages it may incur by reason of such breach by the Lessee.

#### 8. Interference

The Lessee shall use the Facility in a manner that shall not cause interference with the use or occupancy of the other portions of the building by the Lessor or others in any way. The Lessee's use hereunder will be done in such a manner as not to interfere with or impose any additional expense upon the Lessor in maintaining the building.

#### 9. Restoration

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of the Lessee's exercise of its rights under this license, the Lessee shall pay the Lessor for any such damage, repairs, or replacements upon demand by the Lessor.

#### 10. Cancellation

The Lessee may cancel this Agreement at any time prior to the applicable event date by providing written notice of such election to the Lessor, at no cost to the Lessee. Because the Rental Fee is based solely on ticket sales for the Events and no advance deposit or minimum fee is required, no cancellation fee shall apply.

#### 11. Force Majeure

If the performance of this Agreement or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party who is unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, national emergencies, insurrections, riots, or wars, strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remedy such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

#### 12. No Alternative Dispute Resolution

The parties acknowledge and agree that they have considered and intentionally decided not to include any alternative dispute resolution ("ADR") procedures, such as mediation or arbitration, in this Agreement. Any disputes, controversies, or claims arising out of or relating to this Agreement will be resolved exclusively through litigation in the courts of Washington, and neither party is required to engage in any ADR procedures prior to initiating legal proceedings.

### 13. Severability

If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid, illegal, or unenforceable, but that by limiting such provision it will become valid, legal, and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

### 14. Entire Agreement

This Agreement contains the entire agreement of the parties with respect to the subject matter contained herein. No other promises, warranties, representations, agreements, or understandings, whether oral or written, exist concerning this subject matter. This Agreement supersedes any previous or simultaneous oral or written promises, warranties, representations, agreements, or conditions between the parties.

### 15. Governing Law

This Agreement shall be governed by the laws of Washington.

### 16. Attorneys' Fees

If a legal suit, action, or proceeding is brought by any party to enforce or to interpret any provision of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages awarded, all costs associated with conducting the suit, action, or proceeding and reasonable attorneys' fees.

### 17. Amendment

This Agreement may be modified, amended, or supplemented only if the changes are made in writing and signed by all parties.

### 18. Signatories

This Agreement shall be signed by Zachary Peoples, Weekend Markets Manager on behalf of Citrus House, and by Hannah Frelot, Administrative Business Partner on behalf of 7ABCs, and effective as of the date first written above.

*IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.*

**The Lessor:**

Citrus House

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Zachary Peoples, Weekend Markets Manager

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Date

**The Lessee:**

7ABCs

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Hannah Frelot, Administrative Business Partner

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Date