

Five Star Bank Community Room Usage Agreement

THIS AGREEMENT is made by and between _____ (the “Authorized User”) and _____ (the “Organization” and together with Authorized User, the “User(s)”) and Five Star Bank, including Financial Institution, Inc., its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns (“FSB”), for good and valuable consideration and for the mutual covenants and conditions herein contained, the parties agree to the following Terms and Conditions:

1. General:

The age of the Authorized User using the Community Room must be at least twenty-one (21) years and older with no exceptions.

The Community Room is the sole property of FSB and always should be treated as such by User(s), their guests, visitors, or any other persons during the event associated with this Agreement.

FSB reserves the right to refuse to reserve the Community Room to any organization or person(s) for any reason deemed necessary.

FSB’s Community Room cannot be shared with or reserved for another party by User(s) for any reason.

2. Occupancy:

Maximum occupancy for the Community Room at 395 Westfall Road, Rochester is not to exceed 96 persons.

Maximum occupancy for the Community Room at 55 North Main Street, Warsaw is not to exceed 20 persons.

Maximum occupancy for the Community Room at 2222 Seneca Street, Buffalo is not to exceed 18 persons.

The total number of persons attending any event must be limited to these maximum occupancies. Any unauthorized use of these areas will result in request to leave the premises immediately and may include police and/or legal action, as applicable.

FSB is not responsible for accidents or injury to User(s), guests, visitors, or any other persons or for the loss of money or valuables of any kind. User(s) hereby agree to release, acquit, and forever discharge FSB of and from any and all claims, demands, and causes of action, that User(s) may have, have had, or ever have arising out of or by reason of the use of the room.

User(s) agree to indemnify, protect, and hold harmless FSB against any claim for injuries, damages, or other consequences asserted by User(s) or their guests, visitors, or any other persons during the event associated with this Agreement.

User(s) will provide a certificate of insurance identifying FSB as an additional insured no later than 24 hours prior to the time the User(s) pick up the access badge to gain entrance to the Community Room. FSB shall be listed as: Financial Institutions Inc. and its affiliates, the executives, officers, employees, shareholders, and vendors for each entity. The address for any notification related to the certificate of insurance is: 220 Liberty Street, Warsaw, New York 14569, or email: dg_facilities@fiwarsaw.com.

3. Damages:

User(s) is responsible for:

- Any loss or damage incurred to the Premises by the User(s), their participants, guests, visitors, or anyone else in attendance during the event associated with this Agreement
- The conduct of their participants, guests, visitors, or anyone else in attendance during the event associated with this Agreement.
- The proper handling of all equipment and furnishings.

Further, User(s) are responsible for all losses or damages to premises and/or furnishings and furniture caused by the User(s), their participants, guests, visitors, or anyone else in attendance during the event associated with this Agreement. By using the Premises, User(s) are assuming all risk and liability for any damage done to persons or property or visitors occasioned by the present or future condition of the premises, both latent and manifest. Failure to comply and/or cover expenses will also result in you forfeiting any future use of the facility.

4. Check-in and Check-out Time:

Check-In and Check-Out Times are strictly enforced in order to ensure appropriate security of the Premises. As the alarms for entrance to the Premises are on a schedule, please make sure your requested time includes any set up or clean up time and accounts for the potential of the event running late.

5. Use of Property:

The Authorized User will be the one to receive the access badge that opens the Community Room. This individual must be present during the event and will be held accountable for the action of all the User's participants, guests, visitors, and anyone in attendance during the event associated with this Agreement. No one else, including caterers, is to be given the entrance badge. The badge must be returned to the branch the next business day following the use of the Community Room, (i.e. the event is held on Friday night and branch is not open on Saturday, the badge must be returned to the branch on the next Monday.

Please ensure you have scheduled ample time to make any necessary adjustments to the room setup in case another event is held prior to yours. User(s) will be responsible for returning any tables and/or chairs as they were found and are responsible for leaving the facility in a neat and orderly fashion.

All items brought in by User(s) must be removed by User(s) prior to Check-Out Time. No property belonging to FSB shall be moved or taken out of the Premises by User(s), or their participants, guests, visitors, or anyone else in attendance during the event associated with this Agreement.

FSB shall have the right to access and may be on the premises at any time for the purposes of inspection, supervision of building and grounds, security, management, or other purposes.

All youth/teenage activities always must be supervised by adults. A ratio of one adult per 10 youth/teens is required. The Authorized User always must be present.

All activities must be age appropriate, inoffensive, and non-discriminatory. **No animals are allowed on the property unless they are designated Service or Therapy animals.**

FSB's Community Room may not be used for any unlawful purposes.

Appropriate Use of Technology:

Wireless internet services (WIFI) are available at no cost to the User(s). WIFI is provided by FSB and provides for limitations of use deemed necessary by FSB.

All technology must be utilized in accordance with the instructions provided to you in the Premises.

No modifications to the physical nature of the technology equipment should be changed in any way. This includes, but is not limited to, the location of the equipment and cabling configurations.

No modification to the configuration of the technology equipment should be made in any way, including but not limited to, display settings.

Technology must be used in an appropriate manner and must not be utilized to display inappropriate content, including, but not limited to, content that is inappropriate for minors, offensive or otherwise inappropriate.

Presentation services on the in-room display are available through HDMI, VGA, and Wi-Fi connection although guests must provide their own cables as necessary.

By using our internet service, you hereby expressly acknowledge and agree that there are significant security, privacy and confidentiality risks inherent in accessing or transmitting information through the internet, whether the connection is facilitated through wired or wireless technology. Security issues include, without limitation, interception of transmissions, loss of data, and the introduction of viruses and other programs that can corrupt or damage your computer.

Accordingly, you agree that FSB is not liable or responsible for costs, damages whether consequential or otherwise, by usage including but not limited to for any interception or transmissions, computer worms or viruses, loss of data, file corruption, hacking or damage to your computer or other devices that result from the transmission or download of information or materials through the internet service provided.

Use of the wireless network is subject to the general restrictions outlined below. If abnormal, illegal, or unauthorized behavior is detected, including heavy consumption of bandwidth, the network provider reserves the right to permanently disconnect the offending device from the wireless network.

Examples of Illegal Uses:

The following are representative examples only and do not comprise a comprehensive list of illegal uses:

- Spamming or invasion of privacy – Sending of unsolicited bulk and/or commercial messages over the Internet using the Service or using the Service for activities that invade another’s privacy.
- Intellectual property right violations – Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.
- Accessing illegally or without authorization computers, accounts, equipment, or networks belonging to another party, or attempting to penetrate/circumvent security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.
- The transfer of technology, software, or other materials in violation of applicable export laws and regulations.
- Export Control Violations.
- Using the Service in violation of applicable law and regulation including, but not limited to, advertising, transmitting, or otherwise making available Ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services.
- Uttering threats.
- Distribution of pornographic material to minors.
- Child pornography.

Examples of Unacceptable Uses:

The following are representative examples only and do not comprise a comprehensive list of unacceptable uses:

- High bandwidth operations, such as large file transfers and media sharing with peer-to-peer programs (i.e., torrents).
- Obscene or indecent speech or materials.
- Defamatory or abusive language.
- Using the Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another.
- Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
- Facilitating a Violation of these Terms of Use.
- Hacking.
- Distribution of Internet viruses, Trojan horses, or other destructive activities.
- Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail-bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the node or any connected network, system, service, or equipment.
- Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate these Terms of Use, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.

- The sale, transfer, or rental of the Service to customers, clients, or other third parties, either directly or as part of a service or product created for resale.
- Seeking information on passwords or data belonging to another user.
- Making unauthorized copies of proprietary software or offering unauthorized copies of proprietary software to others.
- Intercepting or examining the content of messages, files, or communications in transit on a data network.

6. Noise Ordinance:

User(s) agree to keep to a minimal noise level will utilizing the Premises during the terms and times associated with this Agreement. Loud activities are not allowed so that you do not disturb normal bank operations or other facilities in the surrounding area. If you have a question regarding acceptable noise levels, please reach out to your FSB contact.

7. Cleaning/ Clean-up:

The User(s) is expected to:

- Pick-up all trash both inside and outside of the building.
- Wipe down all tables and countertops.
- Remove all objects brought into the Premises.
- Return the Premises in the same condition as received. No cleaning services are provided during the event.
- Remove all food and other items from the kitchen and refrigerator that was brought by your group.

8. Smoking:

No smoking (this includes the use of any type of electronic cigarettes, hookahs, vaporizers, etc.) or tobacco chewing is allowed anywhere on the property of Five Star Bank (including buildings, grounds, and parking lot). Five Star Bank is a smoke-free facility.

9. Alcoholic Beverages and Illegal Drugs and Associated Paraphernalia:

Alcoholic beverages and illegal drugs are prohibited anywhere on the property of Five Star Bank (including buildings, grounds, and parking lot).

10. Weapons/Firearms:

Weapons and/or firearms are prohibited anywhere on the property of FSB (including buildings, grounds, and parking lot).

11. Other Prohibited Activity:

No gambling, lotteries, raffles, auctions, sale of any item or other similar activity is allowed to take place on the Premises during the usage associated with this Usage Agreement.

12. Catering/Vendors:

The User(s) is responsible for making his/her own arrangements with any catering providers. The caterer is not allowed access without the Authorized User being present.

13. Meeting Materials/Decorations:

The User(s) is responsible for all damages to the facility, equipment, and furniture. The following rules must be followed by all User(s):

- No staples, thumb tacks, nails, glue, or tape is to be used on furniture or on the walls.
- No repainting of walls.
- Only dry-erase markers can be used on the gray walls (they are treated for dry erase use). The other walls are not to be written on at all.
- Surplus chairs and tables are to remain in the building or in the designated storage area, not exposed to the elements.
- No decorations, tape, glue, staples, nails, or anything else is to be used on any technology equipment including but not limited to television, sound system, telephone, etc.
- No decorations such as candles, fire, or other similar items are allowed.

14. Security:

All emergencies should be reported to **911**. Cameras monitor the interior and exterior of the facility 24 hours a day. Access badges are restricted to the authorized individuals only. They must be used when entering and exiting the facility/ room. Doors are not to be propped open.

For any concerns or issues with the Community Room please call our property management company at **716-631-8000 and ask for Service.**

15. Parking:

Parking area is available for use at no charge during the event. Parking is subject to parking signs and regulations.

16. Hours of Operation:

- The Community Room hours of operation are **9:00 a.m.** until **9:00 p.m.** daily.

The terms and conditions of this Agreement are accepted and agreed to by all parties this

_____ day of _____, 20____.

By signing below, the Authorized User agrees that they have read this Agreement and agree to be bound by all terms and conditions set forth herein, covenant and agree that they are personally responsible and obligated to pay all charges due to FSB in accordance with any violation of this Agreement, agree that they have the authority to bind the Organization listed above to this Agreement, and are responsible for ensuring that all attendees, guests, visitors, any other person at the event are aware of understand and

agree to follow the terms and conditions set forth in this Agreement. The Authorized User further acknowledges and agrees that any breach of any of the terms and conditions set forth herein may result in the termination of their rights and the Organization's rights to use the Premises at the sole discretion of FSB.

Authorized User

Date

In consideration of the covenants and agreements made by the Authorized User, I hereby accept this application on behalf of Five Star Bank to permit the Authorized User the right to use the Premises at the time or times specified therein.

Five Star Bank Agent

Date

Five Star Bank wishes our guests to have a beautiful, fun, and memorable event, but request that the Five Star Bank's buildings, furnishings, and outside areas be treated with respect and kept in a beautiful condition for our next guests.