

To apply for a reservation, please fill out the blanks at the top of the form;
Sign and print your name and contact info at the bottom. Then send, along with
a check for \$250 for each Space to:

Reservations
BALLARD SPACE LLC
619 N. 35th Street Suite 201 M
Seattle, WA 98103
OR TO:
Sharon@peckbuilding.com
Fax (206) 547-5656

THANKS!



Reservation Agreement

This agreement is made between Ballard Space LLC, a Washington limited liability company, (hereafter, "Ballard") and _____ (jointly and severally: "Tenant"). Ballard is the owner of the Sanborn Building located at 5325 Ballard Ave NW, Seattle, WA 98107 ("Building"). Tenant desires to reserve the right to rent office Space(s) # _____ (hereinafter: "Space"). Now, therefore, the parties agree:

1. **REFUNDABLE DEPOSIT** In consideration of Tenant's payment and delivery to Ballard the sum of Two Hundred and Fifty Dollars (\$250.00) per Space reserved, ("Deposit"), receipt of which is hereby acknowledged, Tenant hereby applies to reserve the right to rent and occupy the Space(s) at a monthly rate of \$_____, subject to the terms hereof and to the terms of the Lease.

2. **INSPECTION** If this Reservation Agreement is approved and signed by Ballard at its sole discretion, then, when the Building is near completion, Tenant will be notified by email that it will have 10 calendar days to:
 - (a) Inspect and approve (or reject) the Space, or other unreserved space(s) in the Building, and the Lease in writing. Inspection dates and times reserved for Tenant sent to Tenant by email; and

- (b) Meet with an agent from Ballard to sign the Lease and related forms for a minimum 6-month term. The lease term and rent shall start, after Tenant's inspection and approval, on the date of notice to Tenant that the Space is ready for legal occupancy; and
- (c) Pay the Security Deposit on the Lease, less the amount of the reservation deposit above.

3. **TERMINATION – DEPOSIT REFUNDABLE** This Agreement shall be terminated and all reservation Deposits shall be refunded to Tenant after any of the following events:

- (a) Ballard declines to accept Tenant's application to reserve for any legal reason, including but not limited to: space availability or conflicts, Tenant's credit, intended use or number of proposed occupants: or
- (b) At Tenant's option if Tenant has inspected the Space per the Inspection section above and doesn't accept it for any or no reason, or
- (c) At Ballard's option if Tenant fails to show or perform the items per the Inspection section above within the timeframe allowed; or
- (d) Tenant notifies Ballard prior to 5-30-14 by email that it wishes to cancel this agreement for any reason (prior to signing a Lease); or
- (e) At Tenant's option, if for any reason, Ballard is unable to complete the Space, ready for Tenant's legal occupancy, prior to August 31, 2014; or
- (f) A Lease is signed with Ballard.

4. **FINISH** Tenant understands that the spaces may not be fully completed at the time of their inspection; that Ballard shall complete the Space at its sole choice of materials, colors and quality of work; and that the general specifications of the spaces when complete shall be:

- (a) Walls & Ceilings: Sheetrock, painted & brick.
- (b) Windows: One or more operable windows with trim.
- (c) Door: Wood, clear finish, with locking lever handle and peephole.
- (d) Outlets: Minimums: 2 electrical, 2 phone, 2 Ethernet w/Internet and 1 TV Cable.
- (e) Lighting: Two or more ceiling mounted fixtures.
- (f) Heat: Wall fan heater with thermostat operable by Tenant.
- (g) Flooring: Carpet.

5. **REPRESENTATIONS** Tenant represents to Ballard that:

- (a) Tenant intends to
 personally occupy the Space alone; or
 personally occupy and share the Space with ___ others; and
- (b) Tenant intends to use the Space for office and for no other purpose.
- (c) Tenant will pay its own real estate broker (if any) separately from the Lease.

6. **NOTICES** Notices and communications required or permitted by this form shall be deemed given and delivered to, and received by, the receiving party as of the date that any such notice or communication is either hand-delivered to the address of the receiving party set forth in this form or emailed to the other party. If the notice is to Tenant, it shall be sent to the Tenants email address below. If the notice is to Ballard, it shall be emailed to:

Sharon@peckbuilding.com

7. **ENTIRE AGREEMENT** This Agreement, after signed by both parties constitutes the entire agreement between the parties and any other prior agreements between the parties, written or oral, are merged herein. This Agreement may be amended only by a written instrument signed by the parties. The Tenant may not assign this Agreement to any other party. This Agreement may be executed in counterparts (copies) each of which shall be deemed an original, provided both parties have signed and received the same agreement from each other.

The parties have executed this Agreement effective as of the ____ day of _____, 2014.

Ballard Building LLC, a Washington limited liability company

_____ On behalf of Manager

Tenant(s) Signature(s) _____

Tenant's Name Printed _____

Tenant Address _____ City _____ State _____ Zip _____

Phone () _____ Fax () _____ Email _____