



## 55 Morrissey Rules and Regulations

1. **Hours of Operation:**
  - 8am-2am, 7 days per week
  - With advance notice, chaperone/security staff will be made available to provide access between 2am and 8am to remove and/or return personal property.
2. **No smoking**, vaping, aerosols, fog machines or any smoke or haze produced devices of any kind inside the building or your room (the “License Area”). A single violation by you or one of your guests will result in immediate eviction.
3. **No parties**. Work here, party elsewhere. If you’d like to plan a social event just contact us! We’ll plan it with you or can host it over at our 960 Mass Ave. facility nearby.
4. Be respectful of the space, staff and your fellow tenants. Harassment, violence, threatening or unsafe language and/or behavior of any kind is **cause for immediate eviction**.
5. **No storing of controlled substances** (including cannabis-related products) in your room (the “License Area”) or in any common areas of the building at any time. Violation is cause for immediate eviction.
6. Licensees are **not permitted to self-modify their rooms in any way** (including but not limited to painting, adding built-in furnishings, changing locks, removing ceiling tiles)
7. Reasonable modification requests (eg: hanging a shelf, applying a vinyl wall application, painting an accent wall your favorite color) may be submitted to The Record Co. management. We’d be happy to help you make reasonable, affordable modifications to help you personalize your room.
8. No animals or pets of any kind are allowed in the building with the exception of service animals which are permitted during regular operating hours. If you expect that a service animal will accompany you into the building frequently please let management know so we can note it on your account and with our security company.
9. No weapons of any kind are permitted anywhere on the Premises. This includes, without limitation, guns, knives, martial arts weapons, pellet or BB-guns, paintball guns, and bows and arrows. Bringing a weapon onto the premises is cause for immediate eviction.
10. Anyone accessing the building on a regular basis (eg: your roommates / bandmates) must also complete a sub-license agreement and be provided their own unique access credentials for the building. It is everyone in your room’s responsibility to ensure that everyone else has a sub-license agreement on file and their own building access credentials.
11. Any food or beverages left overnight shall be properly stored in sealed containers and in areas designated for food and beverage storage by The Record Co.
12. Trash shall be removed from your room (the “License Area”) at the end of every day and deposited in marked containers.
13. All non-musical electrical appliances (eg: a mini fridge) must be reviewed and approved by Record Co. management before they can be brought into the building.
14. **Space heaters and/or air conditioning units are never permitted** anywhere in the building. If you’re too hot/cold, please submit a maintenance request and we’ll work quickly with you to help find a solution.
15. It is your responsibility to **keep your room locked and windows, if applicable, closed at all times**. The Record Co. does not take responsibility for loss related to failing to secure your room.
16. Tenants are permitted to receive mail / packages at 55 Morrissey at their own risk. The Record Co. takes no responsibility for lost or misplaced mail or packages.
17. The kitchen, lounges, corridors and all common spaces are subject to “**campground rules**”. Show your appreciation for the building and your fellow tenants and leave them in better condition than you found them.

## SUBLICENSE AGREEMENT

**THIS SUBLICENSE AGREEMENT** is made as of the {DATE}, by and between The Record Company, Inc., a Massachusetts not-for-profit corporation with an address of 960 Massachusetts Avenue, Boston, MA 02118, ("TRC") and each of the individuals signing as a sublicensee hereunder (individually and collectively, "You").

A. TRC and POB CC 35-55 Morrissey, LLC ("Property Owner") entered into that certain License Agreement (the "License") dated {DATE} (the "Agreement") regarding certain premises (the "Premises") in the building located at 55 William T. Morrissey Boulevard, Boston, MA 02125 (the "Building").

B. You and TRC desire that You have the right to use and occupy a portion of the Premises on the terms and conditions set forth herein.

In consideration of the agreements expressed herein, the parties do hereby agree as follows:

1. License. Subject to the terms and provisions of this Sublicense Agreement, TRC does hereby grant to You a revocable sublicense (the "Sublicense") for the duration of the Term (hereinafter defined) for the exclusive use of that portion of the Premises identified by the room number set forth on the signature page hereto (the "Sublicense Area"), non-exclusive use of those portions of the Premises necessary for ingress to and egress from the Sublicense Area and non-exclusive use of the Premises' core restrooms and any other areas provided for general common usage in the Premises.

2. Duration. The Sublicense shall have a term ("Term") commencing on the Commencement Date set forth on the signature page hereto and extending on a month-to-month basis until the earlier of (a) termination by either party with thirty (30) days' notice to the other, or (b) the Default Termination Date, as defined below, but in any event not later than December 31, 2024 ("Expiration Date"). If the License is terminated or revoked prior to such Expiration Date, this Sublicense and Your right to occupy the Sublicense Area shall likewise terminate on the date of such termination or revocation.

If You default in fulfilling any of Your obligations under this Sublicense Agreement or the Rules and Regulations and such default continues for two (2) days after notice thereof is received from TRC, then TRC may, at its option, give You written notice that TRC is terminating the Term, whereupon the Term and the sublicense granted hereunder shall terminate two (2) days after such written notice is given (the date of such termination is the "Default Termination Date"); provided, however, that such 2-day notice shall not apply to violation of numbers 1, 2 3, 4 or 5 of the Rules and Regulations attached hereto as Exhibit A.

3. Sublicense Fee and Other Payments. If you are the designated payer for your room then on or before the first day of each month, You shall pay to TRC a fee equal to the amount listed on the signature page that follows.

4. Use of Sublicense Area. You shall use the Sublicense Area for private music rehearsal or music video production space in compliance with the Agreement. You are responsible for any additional guests You bring into the Premises or Sublicense Area.

5. Condition of Sublicense Area. TRC has no obligation to perform any work or otherwise prepare the Sublicense Area for Your occupancy thereof and You shall accept the Sublicense Area in its "as is" condition on the Commencement Date. You shall at its sole expense maintain the Sublicense Area in the same condition as it existed on the Commencement Date, ordinary wear and tear

and damage caused by TRC, its agents, employees, other licensees and contractors excepted, and shall do no damage to the Sublicense Area. You shall not make any alteration, addition, improvement or other physical change to the Sublicense Area. Upon the Expiration Date, You shall quit and surrender the Sublicense Area free of all Your personal property, in broom-swept clean condition, and with the Sublicense Area in substantially the same condition as it existed on the Commencement Date, subject to ordinary wear and tear. Any personal property not so removed shall be deemed abandoned and may be removed and disposed of by TRC in such manner as TRC shall determine.

6. Waiver; Indemnification. Neither TRC nor the Property Owner shall be under any liability to You and You hereby release and discharge each from any and all loss, cost, expense, damage (whether direct, special, incidental, consequential or punitive, including with respect to lost business or profits), and liability (and waives any claim therefor) arising from or relating to any discontinuance of or failure to provide any utility or building service, the failure by Property Owner or any other third party to take any action or refrain from taking any action under the Agreement or otherwise, or any harm or damage whatsoever to person or property wherever occurring.

7. Notices. Any notice to be given hereunder by either party shall be in writing and shall be deemed given upon personal delivery with written receipt therefor or by next business day courier service. Notices given by personal delivery or next business day courier service shall be deemed given upon receipt or refusal thereof if sent to the proper addressee. Counsel for a party may give notice on behalf of such party. Until further notice from a party, notice given by the parties shall be sent to the addresses set forth above:

8. Rules and Regulations. You shall at all times comply with the Rules and Regulations promulgated by TRC. Current Rules and Regulations are set forth on Exhibit A attached hereto.

9. Consent. This Sublicense Agreement is subject to and conditioned upon Property Owner's consent hereto.

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