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 ☎: (408) 642-1628

Date: 5/20/2023

Project No: 2022-7038

Project Address: 595 Lawrence EX

Dear city planner:

- 1) Existing function of the Building:
 - a) First function of the building is the Herguan University, operation hours as Monday to Friday 8:30 AM to 5:30 PM. The Herguan University have 8 staffs, and typically they have two classes per day with 30 students in each classroom max, each class is 3 hour max duration, but due to the pandemic the classes are now all online classes.
 - b) Second function of the building is the Medical Clinic. The Medical Clinic operation hours are Monday to Friday 8 am to 5:30 pm. The Medical Clinic has 10 employees, and typical they do medical trainings.
- 2) Existing and proposed parking lot and facility security:
 - a) There are existing light pole in the parking lot, however there are no security camera installed in the parking lot. The facility user will install security signage of not leaving valuable item in the car at all the existing light poles. There is existing signage for private parking towel away company number on the site see sheet A-102 for their locations.
 - b) The existing facility does not have patron staff or a security monitoring room monitoring the facility. But the facility does have auto closing lock for the egress existing doors, that they will automatically lock the door at 11:00 PM during week day and 10:30 PM during weekend.
- 3) Proposed 3rd function of the building (hidden mode)
 - a) The Hidden Mode operation hours are Monday to Friday 6:30 PM to 10:30 PM, Saturday and Sunday 10 AM to 10 PM with 2 staffs. The Hidden Mode will contain 9 game rooms, each game will be 4 hours and max 8 people per each game room. There will be prepackaged food and beverage service provided, however there will not be any alcohol selling or on site food cooking. There are no costumes for rent, the dressing code is casual. Moreover, the Hidden Mode will not host any music or live entertainment, and each Hidden Mode game will be played as table top role board game with no card currency. There will be only 1 manager and 1 staff available per operation day with only 1 shift. See sheet A-200 to A-205 for the layout of the each game room, furnishing, and the theme for the game rooms.
 - b) Emergency existing path of travel has been indicated on the existing overall plan on sheet A-105 and A-106
 - c) The hidden mode does not have an official disclosure forms provided to the customer, but does give out a waiver form for the customer to sign before starting the game room of their choice. So the customer will understand the safety and regulation for the Hidden Mode games. See attached Hidden Mode Waiver.
- 4) Operating Procedures
 - a) The manager will arrive to the Hidden Mode 30 mins before the hour of operation to check the game room is clean and the reception area is clean, the staff will arrive 15 mins before the hour of operation to help the manager check reservation and set up the game room as needed.
 - b) Once the customer arrives to the Hidden Mode, the staff will provide the Hidden Mode Waiver to the customer to review and sign, and ask the customer if carry any sharp objects and check the customer if under any influence. If staff believe the customer is under any influence the staff shall not let the customer to the game room.
 - c) After checking the customer the staff will bring the customer to the dedicated game room, and will explain the rules of the game and show where the buzz bottom and state if there is any emergency or assistant just ring the buzz bottom.

- d) During the event when two or more groups arrive, the manager will have the customer wait at the reception area until the staff member brings them to the game room.
- e) In the event when someone late to arrive to the Hidden Mode, the staff or the manager will brief the customer and lead the customer to the dedicated game room.
- f) Once the game is over, the customer will be returned to the reception area and take any stored belongings, and the staff will return to the game room and wipe down the room and clean any trash if there are any.
- g) When the operation hour is over, the staff and the manager will check all the game room to keep them clean and lock the rooms before leaving the facility.
- h) During the first day of the work for any new staff hire, the manager will go over the safety topic listed below verbally.
 - 1) If there is a fighting between the customer, do now engage, inform the manager, the manager will decide to call the cops or go to the game room and try to stop the fighting verbally, if it does seems to be not working. The manager will call the cop and inform the customer the cop is underway.
 - 2) If the customer looks like consumed alcohol. The staff should stop the customer entering the game room, and let the customer know the game will not be played if the customer is under influence.
 - 3) If the customer doing drug in the game room, the staff should inform the manager, and the manager will call the cops. And do not tend to stop the customer in any physical way.
 - 4) If the customer injured in anyway, the staff should call the ambulance as soon as possible.
 - 5) The staff should not chase down the customer in any case, the staff shall inform the manager if there is any danger or unsafe condition.

Thank You

Sincerely,
LADC Consulting INC.

Hidden Mode Waiver

In consideration for being permitted in the Hidden Mode and the related activities (collectively, "activities") conducted by and at Hidden Mode. Hidden Mode RESERVES THE RIGHT TO REFUSE ENTRY TO THE FACILITY IF THE EMPLOYEES OR STAFF BELIEVES THAT PARTICIPANTS COULD CREATE A RISK OF HARM TO THEMSELVES OR OTHER PARTICIPANTS

I certify that I understand this activity has potential risks including but not limited to:

- (a) Mental stress and anxiety;
- (b) Being in a small room with up to 12 people for the duration of the activity;
- (c) Being and moving in dark or dimly lit environments

I have no physical or mental ailment that would prevent me from participating in this activity safely or myself and others, and I am not under the influence of drugs or alcohol that would impair my ability to participate in this activity safely for myself and others.

Assume all risks associated with participating in this activity, including, but not limited to, risks arising from the Hidden Mode negligence or carelessness, or from dangerous or defective equipment or property owned, maintained, or controlled by such Hidden Mode, or from their potential legal liability without fault; and

I hereby waive, release, and discharge the Hidden Mode from any and all liability, including liability in contract and tort (including negligence), that may arise as a result of my participation in the hidden mode activity, including liability for personal injury, mental anguish or distress, death, disability, or property damage; and

I agree to indemnify, hold harmless, and not sue the Hidden Mode for any claims I may have, now or in the future, pertaining to any liabilities waived, released, or discharged, or risks assumed, as set forth in this waiver.

The owner of the Hidden Mode activity, any operators, managers, or service providers at the facility, and all directors, officers, managers, members, owners, affiliates, employees, representatives, agents, and attorneys of each are referred to as " Hidden Mode "

I agree to undergo medical treatment if I am injured or become unwell while participating in this activity.

I agree to follow any Hidden Mode rules and policies that apply to the Hidden Mode event, as posted or explained to me. I accept that Hidden Mode workers may evaluate whether it is safe for me or others to participate in or continue participating in this activity at their sole discretion. I accept that once I pay my entrance fee, there are no refunds, including in the event that my participation in the activity is halted due to my violation of policies or rules, or if the Hidden Mode determines that my continuing participation in the activity is unsafe.

I accept that I am responsible for my actions and behavior during this activity and that I will be held liable for any damage I do to the activity room, any of its features, or any of the escape room's personal property included therein.

The waiver will be interpreted widely in order to offer a release and waiver to the fullest extent permissible by law.

MEDIA DISCLOSURE

I acknowledge that I will not take pictures/video inside the escape game. If caught using said device the game will be immediately terminated and media will be deleted.

I will not post trade secrets or game puzzles from inside any Game Room during Hidden Mode activity on any social media including Yelp. Doing so ruins the experience for future players. Hidden Mode reserves the right to prosecute any action that is a violation of this agreement.

I accept that throughout my participation in the Hidden Mode event, the Hidden Mode has the right to take images and video (including sound) footage of me, and that they may edit and use such photos, video, and/or sound materials for any marketing purposes.

RULES

I agree to the following rules during the game room activity.

1. No alcohol consuming during the Hidden Mode activity
2. No sharp object should be allowed during the Hidden Mode activity.
3. Casual dress code
4. No harassing to the team member
5. If the player sees any dangerous activity please use the buzz button to alert the staff
6. Do not throw or damage anything in the room
7. Do not bring any bags or lighters inside
8. Do not show up to be intoxicated or under the influence of drugs
9. The rooms are equipped with security cameras to monitor safety and track progress of the participants
10. The staff reserve the right to stop the game for any reason
11. Do not mess with outlets or light switches
12. Player is responsible to keep the room clean, no trash to be left on the table or on the floor when the game is finished.
13. No gambling during the game activity

I CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THE CONTENTS OF THIS DOCUMENT. I AM AWARE THAT THIS IS A CONTRACT AND A RELEASE OF LIABILITY, AND I SIGN IT OF MY OWN FREE WILL.

Signature: _____

Date: _____