

ROOFTOP ACCESS AGREEMENT

THIS ROOFTOP ACCESS AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 2021 by and between THE JOHN AKRIDGE MANAGEMENT COMPANY, a District of Columbia corporation ("Manager"), agent for 16TH STREET INVESTORS, LLC ("Owner"), and _____ ("Client").

WHEREAS, Owner is the owner of property known generally as 1101 16th Street and located at 1101 16th Street, NW, Washington, DC (the "Building") and has engaged Manager to be the manager of the Building.

WHEREAS, Client desires to obtain access to and use of the rooftop area of the Building (the "Rooftop Area") which is set forth in the attached diagram for the purpose of _____ on _____, 2021, between the hours of _____ and _____ with _____ guests expected to attend (the "Event"). In the event of bad weather, the rooftop lounge is automatically reserved for Clients who book the rooftop terrace.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained in this Agreement, the parties hereto hereby agree as follows:

Rules and Regulations

Manager hereby grants access to and use of the Rooftop Area to Client for the Event and Client hereby accepts access to and use of the Rooftop for the Event. In connection with such access to and use of the Rooftop Area, Client acknowledges and agrees that it shall be subject to and shall comply in all respects with "1101 Rooftop Special Event Rules and Regulations", a copy of which is attached and incorporated by reference herein (Attachment 1). By execution of this Agreement, Client acknowledges that it has read and understands such rules and regulations.

Termination

Manager shall have the right, in Manager's sole and absolute discretion, with or without cause, to terminate this Agreement at any time upon [twenty-four (24) hours] advance notice to Client, provided Manager reimburses Client any sums previously paid by Client under this Agreement as of the date of such termination.

Indemnification

Client shall indemnify, defend and hold harmless Owner, Manager, each member of Owner and their respective partners, agents, representatives, employees, licensees, invitees, contractors and guests (the "Indemnified Party") from and against any and all liability, cost, expense, loss or damage (including attorneys' fees and expenses) incurred by the Indemnified Party directly or indirectly or indirectly as a result of (i) Client's access to and use of the Rooftop Area for the Event, (ii) Client's default under this Agreement or (iii) any act or omission of Client, its agents, representatives, employees, licensees, invitees, contractors or guests.

Limitation on Liability of Manager and Owner

Manager shall have absolutely no liability to Client or to any third party except for Manager's willful or grossly negligent failure to perform its obligations hereunder. All obligations of Manager hereunder are those of Manager only, and in no event shall any other person or entity be responsible for the obligations of Manager hereunder, including without limitation, any officer, director, shareholder, partner or affiliate of Manager or of any affiliate of Manager, including, without limitation, Owner. Owner shall have absolutely no liability to Client or to any third party.

Expenses

Client shall pay Manager all expenditures to cover operating expenses, including but not limited to cleaners, on-site personnel (porters and engineers) and any additional security personnel required for this event to take place and to restore the Rooftop Area to its original condition. Client shall pay Manager, in addition for the above expenses for any damages incurred prior to, during or after the event.

Costs for on-site personnel will be as follows:

- Porter - \$36.00 per hour;
- Staff Engineer - \$100.00 per hour;

In addition, there could be an approximate cost of \$325 - \$750 to the designated janitorial company or staff to clean and restore, including the restrooms. Floor restoration costs will be based on the attendees at the event, and final cleanup by the caterer. Please note that porter hours are based on hours commencing with the caterers from time of set up to final cleanup.

Extenuating circumstances may apply (Client hires personal cleaner for event).

Miscellaneous

1.1 All of the terms of this Agreement shall apply to and be binding upon, and inure to the benefit of, the parties hereto.

2.2 This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (but not including its choice-of-law rules).

3.3 This Agreement, including **Attachments 1 and 2**, contains the entire agreement of the parties with respect to the subject matter hereof, and there are no other understandings, agreements, representations or warranties, written or oral, express or implied, between the parties related to the subject matter hereof that are not expressly stated in this Agreement.

3.4 This Agreement may not be amended, modified, changed or waived except by an instrument or instruments in writing and signed by Manager and Client.



IN WITNESS WHEREOF, the parties have executed this Atrium/Rooftop Access Agreement as of the date and year first written above.

MANAGER:

16TH STREET INVESTORS, LLC

By: The John Akridge Management Company
Management Agent

Name: _____

Title: _____

CLIENT: _____

By: _____

Title: _____

**Attachment 1
1101 16th Street Rooftop
Special Event Rules and Regulations**

1. Event times are to be agreed upon by Management and Client in advance. Set up and take down must occur the same day.
2. The serving or presence of red wine is prohibited.
3. No signage, decorations, frames, etc. shall penetrate the walls, ceiling, floors, planters or any other permanent fixtures of the atrium or the building.
4. All materials moved across all floor surfaces must be transported on equipment with rubber wheels to avoid scratching the floors. Protective floor covering shall also be used for deliveries where necessary.
5. The following items are not allowed: fireworks and open flames (except chafing dishes).
6. No painting allowed.
7. Entrance for events will be limited to the main entrance. However, all building entrances will remain unobstructed at all times.
8. All table legs and other equipment or furniture must have rubber protectors or a protective surface to avoid scratching the floors.
9. Rooftop furniture cannot be removed for Rooftop Events.
10. Any damages incurred must be repaired within 10-30 days, depending on the nature of the damages; charges will be billed directly to the Client.
11. Prior to the event, the Client shall present to the Property Manager Certificates of Insurance from vendors used providing coverage as follows:

Bodily Injury Liability	\$1,000,000 per Occurrence
Property Damage Liability	\$1,000,000 per Occurrence
Liquor Liability	\$1,000,000 per Occurrence
Fire Legal Liability	\$1,000,000 per Occurrence

Any caterer hired by the Client shall present evidence of Liquor Liability insurance coverage which shall not be satisfied by the Client's Host Liquor Liability insurance.

Certificates of Insurance shall be presented to the Property Manager for its approval.

All coverage shall name the building Owner, **16th STREET INVESTORS, LLC**, and building Property Manager, **The John Akridge Management Company**, as Additional Insured.

All coverage shall be with insurance companies acceptable to Property Manager in a form acceptable to Property Manager (see attached example).

12. Fee from Client will be required to cover operating expenses and Akridge on-site personnel. If additional Akridge personnel are required, Client will be charged for the additional costs. Please contact The John Akridge Management Company for an estimate.
13. Building Clients may use the lobby for ingress and egress during an event.
14. While balloons may be used, Client is responsible for any damages caused by the balloons, as well as removing stray balloons. Stray balloons must be removed by 8:00 a.m. of the first workday following the event.
15. No restrictions on caterers. Please see Property Manager for a list of recommended caterers.
16. Selected caterer and Client must agree to meet with the Property Manager **prior to the event** to coordinate proper building use (i.e. loading dock, restrooms, and electrical outlets).
17. Representative of Akridge will be on the premises during all special events.
18. Organizations considered for use of the atrium includes non-profit organizations and select private functions. Organizations selected are at the sole discretion of The John Akridge Management Company.
19. Arrangements for underground parking in the building will be arranged directly between the Client and the building parking garage manager, or The John Akridge Management Company prior to the event.

Attachment 2
1101 16th Street Rooftop Description

Rooftop Capacity: 50 people Interior
80 people Exterior

Rooftop Restrooms: Men's and Women's restrooms are available on the rooftop level, inside the building.

