

**AGREEMENT TO LEASE ROOFTOP  
LIBERTY PLACE  
325 7<sup>TH</sup> STREET NW, WASHINGTON, DC 20004**

**THIS AGREEMENT** is entered this \_\_\_\_ day of \_\_\_\_, 20\_\_ by and between the **LIBERTY PLACE OWNER LP**, with principal offices located at **325 7<sup>TH</sup> STREET, NW; WASHINGTON, DC 20004** (hereinafter "Owner") and \_\_\_\_\_, a \_\_\_\_\_ with principal offices located at \_\_\_\_\_ (hereinafter "Lessee").

**WHEREAS**, Lessee desires to lease meeting space located at **325 7<sup>TH</sup> STREET, NW; WASHINGTON, DC 20004 ROOFTOP PATIO** for its event (the "Event"); and

**WEHREAS**, "Owner" desires to make available its rooftop space to Lessee for the Event in accordance with the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, the parties agree as follows:

**I. CONTACT INFORMATION**

**A. LESSEE**

Organization/Firm: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**B. LIBERTY PLACE OWNER LP**

Contact Person: Tracye Duffin  
Address: 325 7<sup>th</sup> Street NW  
Suite RL100  
Washington, DC 20004  
Phone No.: 202-737-0603  
E-mail: tduffin@paramount-group.com

## II. ROOFTOP REQUIREMENTS

DATE: \_\_\_\_\_

FUNCTION: \_\_\_\_\_

TIME: From: \_\_\_\_\_ To: \_\_\_\_\_

All events must conclude by end time noted. Any delay in end time may result in an additional charge of \$100 per half hour or portion thereof. Rooftop is available for lease between 8:00 a.m. and 9:00 p.m. Monday through Friday.

Lessee must notify "Owner" no later than 12 noon, three (3) business days prior to the Event (the "Guarantee Date") of the exact number of guests scheduled to attend. If no exact number is given by the Guarantee Date, "Owner" may rely on the number listed in this Agreement and any per person charges shall be calculated on said number. The total number of guests permitted on the rooftop at any one time is 200.

EVENT REQUESTED/RENTAL FEES:

\_\_\_\_\_ Roof Top (\$200)

ROOF TOP RESERVATIONS: In the case of inclement weather, "Owner" shall not be obligated to provide roof top or alternate space. Price does not include the cost of overtime security or engineer required for after hour's events.

## III. PAYMENT TERMS

- A. Deposit. Upon execution of this Agreement by Lessee, Lessee shall pay "Owner" the total charges for rooftop space.
- B. Final Invoice. If the total charges exceed the deposit, "Owner" will provide Lessee, within fifteen (15) days after the Event, with a final invoice. This invoice shall be due in full thirty (30) days after receipt. If payment is not received within thirty (30) days of the date on which it is due, a finance charges of the rate of the lesser of (a) 1 – ¾% per month (21% annual rate) or (b) the maximum allowed by law, shall be charged and due by Lessee on any portion of the unpaid balance commencing on the date of the invoice and until the date of payment. Lessee shall pay the reasonable cost of collection, including attorneys' fees.

## IV. TERMINATION AND CANCELLATION

- A. Termination. If either party fails to perform its obligations hereunder or breaches warranties or statements made herein, the aggrieved party may, after giving the other party two (2) days' written notice, terminate this Agreement in its entirety without liability, provided, however, that, if within the two-day period set forth in said notice, the other party shall cure such default, such notice shall be null and void and this Agreement shall continue in full force and effect.
- B. Cancellation by Lessee. Lessee will incur the following cancellation charges if Lessee cancels the Event:

If notification to "Owner" of cancellation occurs:	Cancellation Fee:
90 days or more prior to Event	None
30 – 89 days prior to Event	50% of rental fee
Less than 30 days prior to Event	75% of rental fee

- C. Force Majeure. Neither party shall be deemed in default or otherwise liable for failing to perform its duties and obligations under this Agreement if such party's inability to perform is caused by fire, earthquake, flood, snowstorm, epidemic, or like Acts of God, failure of telecommunications facilities, curtailment of transportation, explosion, strike, accident, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, terrorism, Government action, or any similar material act, beyond that party's reasonable control. "Terrorism" for purposes of this section shall include but not be limited to actual acts of events, occurring within the United States around the time of the Event, whether within the vicinity of the Event or beyond.

## V. ADDITIONAL "OWNER" SERVICES

- A. Administrative Services. "Owner" will charge Lessee additional amounts, to be determined in advance, if Lessee requires "Owner" to move furniture, or perform other services not set forth in this Agreement (collectively, "Administrative Services").
- B. Security Services. "Owner" will provide security services it deems necessary for Lessee's Event or that Lessee requests and shall charge Lessee for any such security services outside of those that "Owner" generally provides for its premises.

## VI. OUTSIDE SERVICES

- A. Catering and Alcoholic Beverage Services.
1. Upon execution of this Agreement, "Owner" shall provide Lessee with a list of approved caterers, from which Lessee may select. Lessee is responsible for contracting with and paying the caterer it selects directly for all of its requirements, such as food, non-alcoholic beverages, wine and beer, tablecloths, flowers, dishes, glasses and silverware. Lessee agrees that "Owner" shall have no liability for the performance of any caterer selected by Lessee.
  2. **No later than ten (10) business days before the Event, Lessee shall provide "Owner" with: (a) either the final proposal of the selected caterer or the executed contract between the caterer and Lessee, and (b) notice as to when Items provided by the caterer are scheduled to**

**be delivered. Failure to do so may be grounds for termination of this Agreement.**

3. If the caterer does not provide clean up service after the Event, Lessee shall be responsible for the costs involved in the building janitorial service cleaning up the Event space.
4. Any Alcohol Provider that serves alcoholic beverages must assume all liability for damages, injuries or losses resulting from such service. Any Alcohol Provider that serves alcoholic beverages must also fully comply with all legal requirements to serve alcoholic beverages and is strictly prohibited from serving alcoholic beverages to underage persons, intoxicated persons or persons who appear intoxicated. Lessee is required to include in its contract with the Alcohol Provider all of the foregoing requirements of this subparagraph.

**B. Entertainment.**

1. Lessee is responsible for contracting with and paying outside vendors directly for any entertainment services desired.
2. Lessee must submit any proposed entertainment services to “Owner” at least five (5) business days prior to the Event. “Owner” will have the right, in its absolute discretion, to approve or decline approval of any proposed entertainment services. Loud or otherwise inappropriate entertainment is strictly prohibited.

**C. Parking. “Owner” does not provide any parking facilities for Lessee’s Event. Parking is available in the building through a private company.**

**VII. LIABILITY AND INDEMNIFICATION**

- A. Lessee will conduct the Event in an orderly manner, in full compliance with applicable laws and regulations. Lessee assumes full responsibility for the conduct of all persons in attendance at its Event and for any damage to any part of “Owner’s” premises done by Lessee or its employees, agents, invitees, guests or of any of its vendors (“Lessee’s Vendors”) that provide goods or services for or in connection with Event, including without limitation caterers, Alcohol Providers, florists and entertainers, with which Lessee contracts directly, formally or otherwise. Lessee further assumes full responsibility for all other negligent or willful acts or omissions of its employees, agents, invitees, guests or Lessee’s Vendors at or in connection with the Event. “Owner” shall have no liability for same by virtue of having included any of Lessee’s Vendors on its approved list or having acted as liaison between Lessee and any of Lessee’s Vendors.
- B. “Owner” assumes no responsibility for the damage to or loss of articles, merchandise or other property left on “Owner” premises prior to, during or after the Event.

- C. Lessee shall indemnify, defend and hold harmless “Owner”, its officers, directors, members, agents and employees from and against any and all claims, liabilities and costs (including reasonable attorneys’ fees and whether by reason of personal injury, death, property damage, property loss, or otherwise) arising out of or in connection with the Event caused or contributed to by the negligent or willful acts or omissions of Lessee, its officers, directors, guests, invitees, agents, employees or Lessee’s Vendors.

**VIII. INSURANCE**

- A. Lessee must carry and maintain at its own cost and expense the following insurance in the following minimum amounts:

General Liability	one million dollars per occurrence
Liquor Liability (if alcohol is served)	five million dollars per occurrence
Automobile Liability	one million dollars per occurrence
Workers’ Compensation	such coverage as is required under the law of the District of Columbia

The carriers providing coverage should be rated “A” or better by AM Best & Co.

- B. At the time this Agreement is executed, Lessee shall provide “Owner” with a Certificate of Insurance showing the coverage’s required by this Agreement and naming “Owner” as an additional insured for the date(s) of the Event. “Owner” reserves the right to terminate this Agreement if the Certificate is so received.

**IX. LICENSEE’S VENDORS**

- A. Each of Lessee’s Vendors shall be required by Lessee to carry and maintain at its own cost and expense the following insurance in the following minimum amounts:

General Liability	one million dollars per occurrence
Automobile Liability	one million dollars per occurrence
Workers’ Compensation	such coverage as is required under the law of the District of Columbia

Any Alcoholic Beverage Provider must carry and maintain liquor liability insurance with a minimum amount of not less than \$5 million per occurrence.

The carriers providing coverage should be rated “A” or better by AM Best & Co.

- B. Each of Lessee’s Vendors shall be required by Lessee to provide “Owner” with a Certificate of Insurance showing the coverage’s required by this Agreement and naming “Owner” as an additional insured and waiver of subrogation with respect to General Liability Coverage for the date(s) of the Event. This Certificate is due no less than two weeks prior to the Event. “Owner” reserves the right to cancel this Agreement if these requirements are not met.

- C. Each of Lessee's Vendors shall be required by Lessee to be solely responsible for securing all licenses or permits for the lawful conduct of their respective businesses.
- D. Each of Lessee's Vendors shall be required to indemnify "Owner" against any injury or death of any employee or agent of the Lessee's Vendor while providing goods or services.

## **X. SIGNAGE**

Only signage pre-approved in writing is allowed in the rooftop space. Neither Lessee, nor Lessee's guests, invitees nor Lessee's Vendors may affix anything to walls, floors or ceilings without prior written approval by "Owner".

## **XI. MISCELLANEOUS**

- A. Assignment. Neither party shall assign any rights, duties or obligations hereunder without the prior written consent of the other party.
- B. Governing Law. This Agreement shall be governed by the laws of the District of Columbia without reference to its conflicts of law principles and without the aid of any canon, custom or rule of law requiring construction against the drafting party.
- C. Integration and Modification. This Agreement constitutes the final and complete written expression of the agreement between the parties regarding the subject matter hereof. It supersedes all understandings and negotiations, whether written or oral, concerning the matters specified herein. No amendment or modification of this Agreement shall be effective or binding upon either party unless it is set forth in writing and signed by both parties.
- D. Waiver. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision or any other provision of this Agreement, nor of the right of any party thereafter to enforce such provision.
- E. Severability. If any provision of this Agreement is deemed invalid or unenforceable, the other provisions herein shall remain in full force and effect and shall be construed in order to effectuate the purpose and intent of this Agreement.
- F. Captions. The captions and headings contained in this Agreement are for reference and convenience only and may not be used to interpret the provisions or intent of this Agreement.
- G. Survival. The provisions in this Agreement which by their nature are intended to survive expiration or termination of this Agreement shall survive.
- H. Notices. Any notice given under this Agreement shall be in writing and shall be made by (a) personal delivery, (b) certified mail, return receipt requested, postage

prepaid, or (c) facsimile and sent to the receiving party at the address or facsimile number indicated in Section 1 of this Agreement or to such other address or facsimile number provided in lieu thereof. Notice shall be deemed given on the date of receipt if delivered personally, five (5) business days after its postmark if sent by certified mail and the date of the facsimile confirmation of transmission if sent by facsimile.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their respective, duly authorized representatives.

Accepted for "Owner":

Accepted for LESSEE:

Liberty Place Owner LP

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

DATE: \_\_\_\_\_

FUNCTION: \_\_\_\_\_

TIME: From: \_\_\_\_\_ To: \_\_\_\_\_

# OF ATTENDEES: \_\_\_\_\_

Elevators to the PH level and rooftop doors should be unlocked starting at what time?

**Catering:**

Will alcohol be served?                      Yes\*\*                      No

Will food be served?                      Yes                      No

**If yes,**

A. Will the event be self-caterer?      Yes                      No

**Or**

B. Will a caterer be hired?              Yes\*\*                      No

Catering Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Name: \_\_\_\_\_

What time will the Caterer arrive to setup (if applicable)?

Main building front door unlocked and locked at what time (if applicable)?

*\*Please note: Main entrance doors are unlocked Monday – Friday from 8am to 6pm*

Guests are expected to arrive at what time?

Is there a guest list?



Guests are expected to depart at what time?

Caterer will arrive at what time to remove equipment?

Elevators and PH doors should be locked at what time (if applicable)?

**Point on Contact for the Event:**

Contact Name: \_\_\_\_\_ Cell: \_\_\_\_\_

**Additional Services:**

Are janitorial services required?

Yes

No

Time Needed: \_\_\_\_\_

Will security be required?

Yes

No

Time Needed: \_\_\_\_\_

Will overtime HVAC be required?

Yes

No

If yes, Time on: \_\_\_\_\_ Time off: \_\_\_\_\_

Special Requests?

\*\* Please attach the proper certificate of insurance with this Reservation Form or deliver the same within five (5) days prior to the Event.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
As required by written contract signed by both parties prior to loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.