

**1776 I Street**  
**ROOFTOP DECK AGREEMENT RULES & REGULATIONS**

AGREEMENT REGARDING RESERVATION AND USE OF ROOFTOP DECK WAIVER OF LIABILITY

THIS AGREEMENT ("Agreement") is made and entered into effective as of this \_\_\_\_ day of \_\_\_\_\_ (the "Effective Date") between 1776 Eye SPE LLC (hereinafter called the "Owner") and Cassidy Turley, dba Cushman & Wakefield and \_\_\_\_\_ ("Tenant")

The Tenant hereby agrees that in exchange for access to and use of the rooftop deck space generally made available to all tenants in the Building ("Rooftop") at 1776 I Street N.W., Washington, D.C. 20006 (the "Building"), Tenant will comply with the following terms and conditions:

1. At all times when using the Rooftop, Tenant will adhere to all rules and regulations, including all warning signs and instructions posted, as may be reasonably amended from time to time provided Tenant is provided advance written notice thereof. Tenant understands that it is Tenant's responsibility to inform Guests (as defined below) of all Rooftop responsibilities and liabilities in connection with their use of the Rooftop. Tenant and Guests shall at all times observe and comply with any and all policies, procedures, rules, regulations, and special instructions given by or on behalf of Owner and Agents concerning the access to, entry onto, and use of the Rooftop. The foregoing shall in no way obligate the Owner or Agents to ensure (and Tenant hereby expressly waives and releases Owner and Agents, as defined below, from any responsibility with regard to) the safety of any persons with respect to their access to or use of the Rooftop. Owner and Agents expressly reserve the right to stop the activities and require Tenant and all Guests to leave the Rooftop and Building if Owner or any Agents determine in their sole discretion that the activities of Tenant and/or Guests are not being conducted in a safe manner or if the Rooftop Guidelines or other instructions of or on behalf of Owner or Agents are not being followed.
2. Tenant understands that the Rooftop is furnished with seating and tables for Tenant's use and enjoyment and the use and enjoyment of Tenant's employees, agents, contractors, subcontractors, invitees and others who have gained access to the rooftop in connection with the Event ("Guests"). Tenant agrees that there is no on-site staffing or security personnel for the Rooftop and that if Tenant and/or Guests need assistance while using the Rooftop it is Tenant's responsibility to obtain such assistance.
3. Tenant may reserve the Rooftop for events ("Event" or "Events") by contacting the Management Office. The Agent must receive the completed Reservations Form at least ten (10) business days prior to the Event. Tenant further understands that within five (5) days of Agent's receipt of such form, the Agent will notify Tenant as to whether Tenant's Reservation Form has been approved.
4. Tenant will be responsible for the adequate clean-up and security personnel during the hours of the Event and for returning the Rooftop to its original condition upon completion of the Event.
5. Due to Rooftop capacity, Tenant will not permit more than the number of Guests in these areas than permitted by the applicable laws, regulations and codes. If at any time during the Event the Agent determines that the number of persons using the rooftop exceeds the stated limit or is otherwise posing a danger to the Building, the Tenant agrees that the number of people at the Event will immediately be reduced as directed by the Agent.
6. Tenant agrees that Tenant will be responsible for, and to the fullest extent allowed by law, Tenant hereby irrevocably waives and unconditionally releases and forever discharges all claims against Owner, Agents, their respective partners, shareholders, employees, personnel, agents, or other owners or members of the foregoing entities, and all of their respective agents, contractors and employees (collectively, the "Owner and Agent") for all costs, damages or liability of whatever nature (including without limitation bodily injury, death, or damage to or loss or theft of property)

arising out of Tenant's or Tenant's Guests' access to and/or use of the Rooftop and/or the activities of and/or related to any Event at or about the Rooftop.

7. TENANT AGREES TO ASSUME THE RISK OF ANY HARM, DAMAGE, OR INJURY TO TENANT AND GUESTS, PERSONS OR PROPERTY AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS OWNER AND AGENT FROM ANY AND ALL LOSS OR LIABILITY, DEMANDS, JUDGMENTS, EXPENSE (INCLUDING ATTORNEYS' FEES), CLAIMS OR ACTIONS ("CLAIMS") BASED UPON OR ARISING OUT DAMAGES OR INJURY (INCLUDING DEATH) ILLNESS OR HARM TO PERSONS OR PROPERTY (INCLUDING THAT OF OWNER AND AGENT), ARISING OR RESULTING FROM OR RELATED TO TENANT'S USE OF THE ROOFTOP AND/OR THE USE OF THE ROOFTOP BY GUESTS, INCLUDING, WITHOUT LIMITATION, THOSE CLAIMS DIRECTLY OR INDIRECTLY CAUSED OR CONTRIBUTED TO IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF TENANT, GUESTS, AND/OR OF ANYONE ACTING UNDER THEIR DIRECTION OR CONTROL OR ON TENANT'S BEHALF IN CONNECTION WITH OR INCIDENTAL TO ANY EVENT, AND/OR TENANT'S AND/OR GUESTS ACCESS TO, ENTRY ONTO, AND USE OF THE ROOFTOP, UNLESS THE INJURY, ILLNESS, HARM, OR DAMAGE IS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OWNER AND AGENT.
8. I HEREBY AGREE AND ACKNOWLEDGE that there are enhanced risks and dangers in entering or accessing common area amenity spaces in-person during the COVID-19 pandemic. Furthermore, I agree to assume all risks and dangers, whether foreseeable or not, to enter the property at my own risk and to be responsible for all losses and/or damages, whether caused in whole or in part by negligence or other conduct of the owner or ground lessee of the property ("Landlord"), its managing agent, their respective employees or by any other person. Furthermore, I agree to abide by the rules and regulations issued by Landlord, the social distancing guidelines established by the City, State, other governmental agency and the guidance issued by the Center for Disease Controls and Prevention (CDC).
9. In addition to the insurance requirements under Tenant's Lease, Tenant shall, at its sole cost, carry and keep in full force and effect during this Event host liquor liability insurance. The host liquor liability is needed only if Tenant will serve alcoholic beverages. The Owner and Agent are to be named as additional insureds for this Event. A certificate of insurance and endorsements to the applicable insurance policies showing that these requirements have been met ("Certificate of Insurance and Endorsement") must be received by the Agent, no less than five (5) days prior to the Event. If Agent does not receive the proper Certificate of Insurance and Endorsement, Agent shall deny Tenant access and use of the Rooftop on the date of the Event.
10. If catering services are to be utilized, Tenant use a licensed caterer ("Caterer"), and the Caterer must provide Agent with copies of an occurrence-based comprehensive general liability policy with a single limit of One Million and 00/100 Dollars (\$1,000,000) including contractual liability, broad form property damage and liquor liability and its liquor license. The liquor liability and liquor license are needed only if Caterer will serve alcoholic beverages. The Owner and Agents are to be named as additional insureds for this Event. A certificate of insurance and endorsement showing that these requirements have been met ("Caterer's Certificate of Insurance and Endorsement") must be received by the Agent, no less than fifteen (15) days prior to the Event. If Agent does not receive the proper Caterer's Certificate of Insurance and Endorsement, Agent shall deny Tenant access and use of Rooftop on the date the Event.
11. Tenant shall be solely responsible for any alteration, harm, or damage, incidental or otherwise, Rooftop and Building during, arising from, or relating to the use of the Rooftop, and shall compensate Owner fully in the event that such alteration, harm, or damage occurs, including but not limited to any alteration, harm, or damage to the Rooftop or Building caused by Tenant's failure to comply with the provisions of this Agreement or any negligent or intentional act, error or omission of Tenant and/or Tenant's Guests. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

12. Upon demand, Tenant shall pay and/or reimburse Owner for the cost (as actually incurred or as reasonably estimated by Owner or its Agents) to repair or restore any harm or damage to the Rooftop or Building in connection with Tenant's use of the Rooftop. The provisions of this paragraph shall survive the expiration or termination of this Agreement.
13. This Agreement shall be governed by the laws of the District of Columbia, without regard to conflict of laws principles, and may not be modified, amended, changed, waived, or discharged, except by an instrument in writing signed by all parties hereto. This Agreement shall be valid, without time limitation and shall run for the maximum period of any and all applicable statutes of limitation in the District of Columbia.
14. This Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except in writing and signed by each party.

WITNESS:

TENANT

\_\_\_\_\_  
Signature:

Name:

Date:

\_\_\_\_\_  
Signature:

Name:

Date:

Suite No. \_\_\_\_\_

Fob #: \_\_\_\_\_

## EXHIBIT A – RULES AND REGULATIONS

The Rooftop Deck of 1776 I Street, also known as 1776 I Street , NW, Washington, DC is a special amenity for tenants of the Building (“Tenants”). All Tenants should enjoy the Rooftop Deck responsibly and carefully. Please observe the following guidelines.

- Share the Rooftop with others; it is for the nonexclusive use of Tenants unless reserved for special tenant functions.
- To ensure a comfortable atmosphere for everyone, please be courteous and respectful to others. No abusive or provocative language.
- Appropriate attire inclusive of shirt or top, shorts and or pants, and appropriate shoes. No bare feet allowed.
- Any spills must be cleaned immediately.
- Act responsibly. Tenant is responsible for Tenant's employees, agents, contractors, subcontractors, invitees and others who have gained access to the Rooftop Deck in connection with the Event (“Guests”).
- For safety purposes, glass containers are not allowed in the on the roof deck. Caterers are allowed to pour drinks from glass containers, but all users and guests must use plastic containers.
- Barbeques or other cooking devices are not allowed.
- Do not use or operate any equipment or machinery which produces music, sound or noise which is audible beyond the Rooftop Deck.
- No items likely to be blown off the roof are allowed. Tenants and contractors should be aware of potential wind hazards.
- Any property, furniture or equipment (e.g. chairs, tables, benches) in the on the Rooftop Terrace shall not be removed from the Rooftop Terrace area for any reason without the prior written consent of Building Management.
- Doors shall not be propped open.
- Do not throw or permit to be thrown from the Rooftop any refuse or other objects.
- Do not place, exhibit or affix any signs, advertisements, notices or banners on any part of the Rooftop Terrace.
- Tenants shall pay for any loss or damage to property for which they are responsible.
- Tenants are fully responsible for personal items that are lost, stolen, or damaged at the Rooftop Terrace.
- Recognize that there is a possibility of physical injury or death arising out of Tenant's and/or Guests' use of the Rooftop Terrace. Tenant and Guests use the Rooftop at their own risk.
- Smoking is NOT permitted on the Rooftop Terrace or anywhere in the building.

- Landlord may close the Rooftop at any time and from time to time as determined by Landlord, for purposes of repair, cleaning, emergency. Or for any other reason determined by Landlord.
- Users must immediately notify the building management in the event they discover any unsafe or hazardous defect or condition relating to the Rooftop Facility, or any serious breakage, fire or disorder at the Rooftop Facility.
- Please note that any User who disregards and/or breaks the Rules & Regulations of the Rooftop Terrace will have all building amenity privileges revoked, including but not limited to the Fitness Center, Basketball Court and the Rooftop Terrace, indefinitely.
- ***For all special functions on the Rooftop Terrace, the Rooftop Terrace must be reserved ahead of time and the appropriate reservation required forms/waivers thru the Management office. Reservations are required for any event.***