

RULES AND REGULATIONS FOR USE OF ROOFTOP AND/OR CONFERENCE CENTER

CARROLL SQUARE AT 975 F STREET, NW

THESE RULES AND REGULATIONS have been adopted by 975 Carroll Square, LLC (“Landlord”), owner of the office building commonly referred to as the Carroll Square or 975 F Street, NW (the “Building”), in order to govern the usage of the rooftop terrace area and conference center the Building. These Rules and Regulations may be amended, supplemented or revised from time to time in the good faith discretion of Landlord.

1. Availability. The Rooftop Terrace and/or Conference Center shall be available to tenants of the Building as (and if) provided for in their respective leases. Reservation and use of the Rooftop Terrace and/or Conference Center by such a tenant for a private function held by such tenant (an “Event”) shall be on a first-come first-serve basis, with the further understanding that certain dates may be blocked-out as unavailable. In order to reserve any of these building spaces, tenant must submit a written request to Building Management no later than four (4) weeks prior to the requested date, specifying the date, hours, nature of event, number of individuals anticipated, and such other information as the Landlord or Building Management shall reasonably request.

2. Limitations.

- 2.1.** Use of the Penthouse is limited to a total of 125 persons. Please note that this number includes all caterers and other individuals assisting with the event.
 - Conference Room- 42 persons
 - Rooftop Terrace- 49 persons
 - Pre-Function Area- 20 persons
 - Elevator Lobby Area- 14 persons
- 2.2.** The related Event must be held directly by the tenant; tenant may not license or assign to another person the right to use the Rooftop Terrace and/or Conference Center unless otherwise approved by Building Management.
- 2.3.** Tenant must share event and marketing details with Landlord at time of execution.
 - Event marketing and signage placed at Carroll Square is subject to Landlord review.
- 2.4.** Tenant may not use the Rooftop Terrace and/or Conference Center areas if an uncured default exists under its lease in the Building.
- 2.5.** Landlord reserves the right to impose a reasonable limitation on the number of Events which a Tenant may hold within any twelve (12) month period.

3. Rules.

- 3.1.** Tenant is responsible for obtaining all necessary and appropriate permits and licenses relating to the Event and providing copies of the same to Building Management.
- 3.2.** Tenant is responsible for complying with all requirements of law relating to such Event.
- 3.3.** All Events must be concluded by 10:00 p.m, unless otherwise approved by Building Management.
- 3.4.** Guests and vendors must use the freight elevator designated by Building Management.
- 3.5.** There shall be no smoking, of any product including e-cigarettes, permitted at any Event or within 25 feet of the building or anywhere on the penthouse level.

- 3.6.** The Rooftop Terrace and/or Conference Center areas shall not be used for any offensive purpose.
- 3.7.** All clean-up/item removal must occur by no later than 1 (one) hour following the conclusion of the Event.
- 3.8.** Tenant must ensure that tenant and guests stay within designated area. Rooftop events need to stay within the gates areas. No equipment should be setup outside of the gated areas. Tenant is responsible for keeping guests orderly.
- 3.9.** No one under twenty-one (21) years of age shall be permitted unless directly supervised by an adult.
- 3.10.** Manager shall approve in advance any proposed signage for the event.
- 3.11.** No open flames, including candles, shall be permitted (other than properly supervised chafing dishes).
- 3.12.** No signage, decorations, frames, etc. shall penetrate the floors, walls, planters or any other permanent fixtures of the Rooftop and/or Conference Center, or any other area of the building.
- 3.13.** No tents or decorative structure shall penetrate the floors, walls or any other permanent fixtures of the Rooftop and/or Conference Center, or any other area of the building. All equipment of this nature must be approved by the Property Manager and Engineer at least two (2) weeks prior to the event.
- 3.14.** Entrance for Event will be limited to the main entrance. However, all building entrances will remain unobstructed at all times.
- 3.15.** All table legs and other equipment must have rubber protectors or a protective surface.
- 3.16.** All rooftop furniture and planters may not be removed from the rooftop deck by the tenant. Any special requests must be approved by the Manager.
- 3.17.** Abandoned property shall become the property of the Landlord.
- 3.18.** No fireworks or similar entertainment of any sort will be permitted.
- 3.19.** Only background music may be played, beginning at 6:00 p.m. on business days. Holidays and weekends will be evaluated on a case-by-case base. Outdoor music or noise is not permitted before 7am or after 9pm per DC noise ordinance.
- 3.20.** Building tenants may use the lobby for ingress and egress during an Event.

- 3.21. Tenant shall pay Manager all expenditures to cover expenses, included but not limited to HVAC OT, cleaners, on-site personnel (porters, engineers and security guards) required for this event to take place and restore the Rooftop and/or Conference Center to its original condition. Costs for on-site personnel will be as follows: Porter – \$42 per hour; Engineer - \$115 per hour; HVAC OT - \$50 per hour (rates subject to change). Please note that porter hours are based on hours commencing with the caterers from time of set up to final cleanup.
- 3.22. Tenant shall immediately reimburse to Landlord the cost of any damage/clean-up caused by the Event.
- 3.23. No items shall be thrown from the roof. All items, furnishings, equipment, etc. shall be secured against movement/damage by wind.
- 3.24. Restrooms will be made available on the Rooftop Deck. Any additional cleaning or costs associated with additional cleaning will be the tenant’s responsibility.

4. **Parking.** If Tenant wishes to utilize the parking garage located within the Building for the Event, Tenant shall discuss this with Building Management who will attempt in good faith to facilitate an arrangement with the parking garage operator. Any additional expense will be the tenant’s responsibility.

5. **Loading/Unloading.** The loading area to be used is accessible from 9th Street and is located in the back of the Building. Management must be notified prior to the event.

6. **Indemnification.** Tenant shall indemnify and hold Landlord and Manager harmless from and against any cost, damage, claim, liability or expense (including reasonable attorney’s fees) incurred by or claimed against Landlord or Manager, directly or indirectly, which is occasioned by the tenant’s use of the Rooftop Deck for an Event.

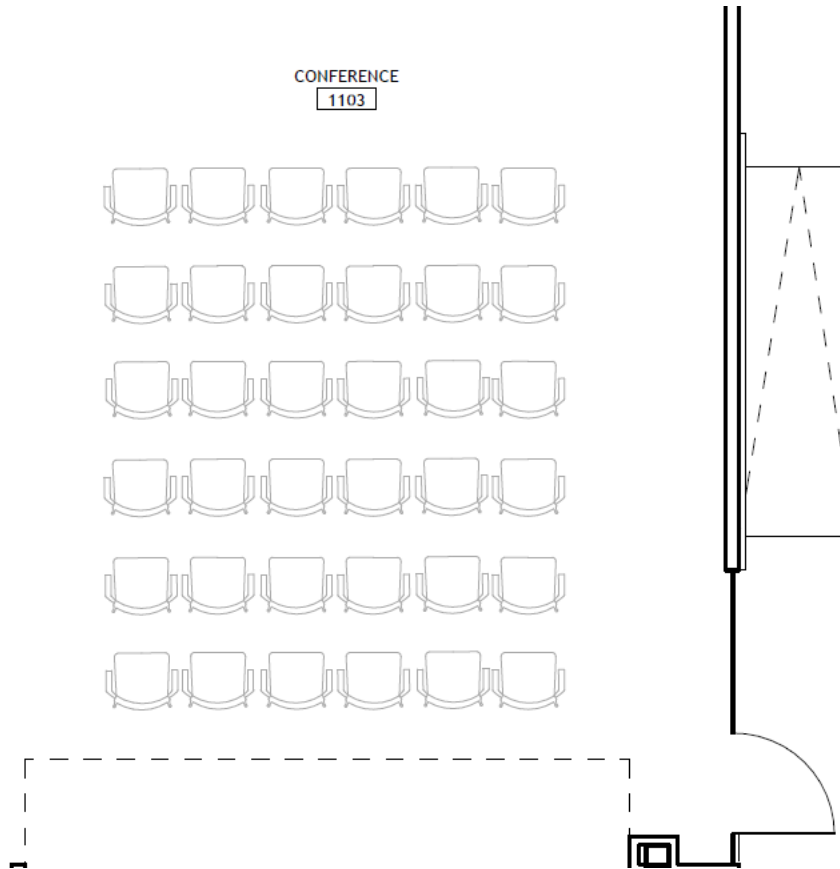
Client Signature

Client Name

Organization

Date

Attachment 1
Conference Center Floor Plan and Capacity



Usable Area: Conference Center (PH)
Capacity: 42 Standing
36 Theater
16 Classroom
16 U-Shaped
8 Boardroom

of Available Chairs: 36

of Available Tables: 8

Attachment 2 Rooftop and Conference Center Floor Plan

