

**RULES AND REGULATIONS
FOR USE OF
COMMON AREA ROOFTOP DECK, ART GALLERY, POCKET PARK AND/OR
LOBBY
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 public portion of the rooftop deck area, art gallery, pocket park, and lobby of 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 Deck, Art Gallery, Pocket Park and/or Lobby area shall be available to tenants of the Building as (and if) provided for in their respective leases. Reservation and use of the Rooftop Deck, Art Gallery, Pocket Park, and/or Lobby area 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 Rooftop Deck is limited to a total of **300** persons. Please note that this number includes all caterers and other individuals assisting with the event.
- 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 Deck, Art Gallery and/or Lobby area unless otherwise approved by Building Management.
- 2.3. The Rooftop Deck, Art Gallery, Pocket Park, and/or Lobby areas shall not be used for any Event honoring, featuring or raising funds for any public official, political organization or other entity that has a political or partisan characterization.
- 2.4. Tenant may not use the Rooftop Deck, Art Gallery, Pocket Park, and/or Lobby area 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 elevators 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.

- 3.6.** Any decorations for the Event must be reasonably approved by Building Management.
- 3.7.** The Rooftop Deck, Art Gallery, Pocket Park, and/or Lobby area shall not be used for any offensive purpose.
- 3.8.** All clean-up/item removal must occur by no later than 1 (one) hour following the conclusion of the Event.
- 3.9.** 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.
- 3.10.** No one under twenty-one (21) years of age shall be permitted unless directly supervised by an adult.
- 3.11.** Manager shall approve in advance any proposed signage for the event.
- 3.12.** No open flames, including candles, shall be permitted (other than properly supervised chafing dishes).
- 3.13.** No signage, decorations, frames, etc. shall penetrate the floors, walls, planters or any other permanent fixtures of the Rooftop, Art Gallery, Pocket Park, Lobby, or any other area of the building.
- 3.14.** No tents or decorative structure shall penetrate the floors, walls or any other permanent fixtures of the Rooftop, Art Gallery, Lobby, 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.
- 3.15.** Entrance for Event will be limited to the main entrance. However, all building entrances will remain unobstructed at all times.
- 3.16.** All table legs and other equipment must have rubber protectors or a protective surface.
- 3.17.** 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.
- 3.18.** Abandoned property shall become the property of the Landlord.
- 3.19.** No fireworks or similar entertainment of any sort will be permitted.
- 3.20.** Selected caterer and user must agree to meet with the Building Management at least 10 working days prior to the Event to coordinate proper building use as is necessary.
- 3.21.** 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.
- 3.22.** Building Clients may use the lobby for ingress and egress during an Event.

- 3.23. A representative of Building Management will be on the premises during all special events at the expense of the user. This representative will be made available to assist with set-up and clean-up of any event. There will be a cost associated.
- 3.24. Tenant shall immediately reimburse to Landlord the cost of any damage/clean-up caused by the Event.
- 3.25. No items shall be thrown from the roof. All items, furnishings, equipment, etc. shall be secured against movement/damage by wind.
- 3.26. Restrooms will be made available on the Rooftop Deck and/or in the Fitness Center. Any additional cleaning or costs associated with additional cleaning will be the tenant's responsibility.
- 3.27. Only white wine, champagne, beer, water or clear soda may be served during events. No dark liquids or liquors are to be present.
- 3.28. There will be a cost associated with any overtime HVAC requested for events in the Art Gallery or Lobby area.

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.

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