



Rooftop Terrace Agreement Rules & Regulations

AGREEMENT REGARDING REVERVATION AND USE OF THE ROOFTOP TERRACE & LOUNGE & WAIVER OF LIABILITY

Tenant hereby agrees that in exchange for access to and use of the rooftop terrace and lounge generally made available to all tenants in the Building (the “Rooftop”, which shall not mean the Exclusive Roof Terrace) at Capitol Crossing I, 200 Massachusetts Avenue, N.W., Washington, DC 20001 (the “Building”), Tenant will comply with the following terms and conditions:

1. **Availability.** The rooftop terrace shall be available to tenants of the Building as (and provided) for in their respective leases and be subject to the Rules and Regulations. Reservation and use of the space by such tenant shall be on a first-come first-serve basis, with the further understanding that certain dates may be blocked-out as unavailable. Availability will be based on the tenants proportionate share of the building.
2. **Reservations.** To reserve the rooftop terrace, the tenant point of contact (“POC”) or office administrator must submit a request through the reservation portal on the Tenant Portal, specifying which portions of the space will be used (terrace, lounge or both). Reservations must be made at least 48 hours in advance for events held during regular business hours (7 AM - 7 PM). Events occurring partially or fully after hours require 5 business days’ notice. Any after-hours event that will require HVAC, Engineer, Security, or Cleaning staff shall have said staff available with advance arrangement. A fee will be charged for said services; please request a quote from the Management team. Once the reservation request is received, Management will notify Tenant in writing as to whether Tenant’s Reservation has been approved within 2 business days. Once the date has been reserved, it will not be released unless the original reservation is canceled. We ask that all cancellations are sent to Management at least 48 hours in advance of the scheduled date.

Special Dates for widely requested dates such as Independence Day, New Year’s Eve, Presidential Inauguration, the rooftop space is granted on a pro-rata share per size of leased space. Management will release more information close to the event dates if requested.

3. **Use.** Tenant may use the Rooftop for private functions, conferences, receptions, or meetings (“Event”); the area should not be used for activities that would not be approved in your office setting. The related Event must be held directly by the tenant; tenant may not license or assign to any other person the right to use the space.



- Furniture.** Tenant understands that the terrace is furnished with seating for Tenant's use and enjoyment and the lounge is currently not furnished. Tenant agrees that there is no on-site staffing dedicated to move furniture or remove furniture from the space. All furniture must remain on the terrace unless agreed upon between Tenant and Management. At which point, Tenant will be responsible for the staffing for the space to assist with the event set up. All furniture should be returned to its original placement after use.

Tenant shall be solely responsible for any harm, damage, incidental, to the furniture and Building during, arising from, or relating to the use of the space, and shall compensate Landlord fully in the event that such alteration, harm, or damage occurs. Upon demand, Tenant shall pay and/or reimburse Landlord for the cost (as actually incurred or as reasonably estimated by Landlord or its Agents) to repair or restore any harm or damage to the Rooftop or Building in connection with Tenant's use of the space.

- Catering.** At this time, there are no dedicated catering area on the penthouse. However, catering companies are more than welcome to use the catering kitchen on the 2nd floor. We may be able to dedicate a small prep area for catering in the penthouse storage room, but this must be discussed and planned beforehand with the Management team.

All vendors, services, and caterers used must present a Certificate of Insurance to Management at least two (3) business days prior to the event. The coverage is as follow:

Liquor Liability	\$1,000,000 per Occurrence
Umbrella	limit of \$5,000,000
Property Damage Liability	\$1,000,000 per Occurrence
Bodily Injury Liability	\$1,000,000 per Occurrence

Vendor Insurance Requirement can be found [here](#)

Any caterer hired by the Tenant shall present evidence of acceptable Liquor Liability insurance coverage. This is only needed if Tenant will serve alcoholic beverages.

All coverage shall name the Building Owner, Capitol Crossing I LLC, PGP Development, and the Property Manager, Property Group Partners LLC, as Additional Insured. All coverage shall be purchased from a company with an "A - :X" or better rating from A.M. Best Company which is both lawfully able to provide insurance in the jurisdiction in which the event is located and acceptable to the Owner.



Previously approved catering equipment may be stored in the dedicated area provided on the day of the event or the catering kitchen on 2. Catering items such as boxes, crates, and other materials may not be stored in the stairwell, or in the common corridor. Please contact Management to arrange for temporary storage of these items during the event. If any additional storage is needed, please contact Management. Clean up must occur immediately after the event, **no exceptions**. Tenant will be responsible for returning the space to its original condition upon completion of the Event.

6. **Additional Cleaning & Security.** Tenant agrees that there is no on-site staffing or security personnel for the Rooftop. However, these services are available with advance arrangement and written request at least 2 business days prior to the event. A fee may be charged for services; please request a quote from Management.
7. **Elevator Access.** Changes to elevator and rooftop door security can be made to admit your guests. A minimum of 24 hours advance notice is required to affect these changes. A guest list must be submitted to building security and Management prior to the start of the event.
8. **Capacity.** Tenant will not permit more than the number of Guests on the rooftop permitted by the applicable laws, regulations, and codes. If, at any time during the Event, Management determines that the number of persons using the Rooftop exceeds the state limit or is otherwise posing a danger to the Building, Tenant agrees that the number of people at the Event will immediately be reduced as directed by Management.

Terrace Max Occupancy	106 persons
Penthouse Lounge Max Occupancy	178 persons

9. **Indemnification.** Tenant shall indemnify and hold Landlord and Manager harmless from and against any cost, damage, claim, liability, or expense incurred by or claimed against Landlord or Manager, directly or indirectly, which is occasioned by the Tenant's use of the space for an event. Furthermore, Tenant agrees to assume the risk of any harm, damage, or injury to Tenant and Guests, and to defend, indemnify and save harmless owner and management arising or resulting from or related to Tenant's use of the space and/or the use of the directly or indirectly caused or contributed to in whole or in part by any act or omission of Tenant and Guest and/or 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 injury, illness, harm, or damage is caused by the negligence or willful misconduct of the Owner and Management.



RULES & REGULATIONS

The Rooftop Terrace and Lounge of Capitol Crossing I, also known as 200 Massachusetts Ave. NW, Washington, DC is a special amenity for tenant of the Building. All Tenants should enjoy the Rooftop Terrace and Lounge 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.
- Act responsibly. Tenant is responsible for Tenant's employees, agents, contractors, subcontractors, invitees, and others who have gained access to the Rooftop.
- No items likely to be blown off the roof are allowed. Tenants and contractors should be aware of potential wind hazards.
- Do not place, exhibit, or affix any signs, advertisements, notices, or banners on any part of the Rooftop Terrace.
- Tenants are fully responsible for personal items that are lost, stolen, or damaged at the Rooftop Terrace.
- Smoking is NOT permitted at any time on the Rooftop Terrace or Lounge.
- 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 another other reason determined by Landlord.
- Users must immediately notify Management in the event they discover any unsafe or hazardous defect or condition relating to the Rooftop, or any serious breakage, fire, or disorder at the Rooftop.
- 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.
- Please do not operate the nanawall. Management will operate at Tenant's request.
- User shall not be permitted to impose a cover charge or any other fee for allowing its guest to attend its event and/or consume any food and beverage thereat.
- **ANY VIOLATION OF THE RULES AND REGULATIONS WILL VOID AGREEMENT BETWEEN CAPITOL CROSSING AND THE TENANT.**