



PENTHOUSE USE & WAIVER OF LIABILITY

Tenant hereby agrees that in exchange for access and use of the Penthouse (terrace-outdoor space & lounge-indoor space) generally made available to all tenants in the Building (the "Rooftop") at Capitol Crossing I (200 Massachusetts Ave.) & Capitol Crossing II (250 Massachusetts Ave.), Washington D.C. 20001 (the "Buildings"), Tenant will comply with the following terms and conditions:

1. **AVAILABILITY.** The Penthouses are available to tenants of the Buildings, subject to the Rules and Regulations and the stipulations in each respective lease. These spaces are for TENANT USE ONLY. A subtenant or client of a tenant of Capitol Crossing does not have the right to use the space. Reservation of the space is on a first-come first-serve basis, with the further understanding that certain dates may be blocked out as unavailable.
2. **RESERVATIONS.** To reserve the Penthouse, the tenant point of contact ("POC") must submit a request through the reservation portal specifying which portions of the space will be used: terrace (outside), lounge (inside) or both (penthouse). Requests should include event name, head count, and hours (incorporating set-up and break-down time).

Reservations must be made at least 48 hours in advance for events held during regular building hours (7 AM – 7 PM). Events occurring partially or fully after hours require two (2) business days' notice. Any after-hours event that will require HVAC, Security, or Cleaning staff shall be available with advance arrangement. A fee will be charged for these services. Once the reservation request is received, Management will notify Tenant in writing as to whether Tenant's Reservation has been approved. A reservation is not confirmed until an automated confirmation has been received by the requestor. Once the date has been reserved, it will not be released unless the original reservation is canceled.

Specialty Dates for widely requested dates such as Independence Day or Presidential Inauguration, will be granted on a first-come first-serve basis up to three (3) months prior from the day of the specified Holiday.

****The 250 N & 250 S Penthouses are currently not open on the calendar. Use is based on your lease and a case-by-case basis. Requests for these penthouses must be sent to Management.**

3. **CANCELLATIONS & RESCHEDULING.** As demand within the building is very high, all cancellations and rescheduling requests must be made as soon as possible and at least 48 hours in advance to grant the opportunity for another tenant to use the space. **Failure to cancel in a timely manner or "no shows" will result in a minimum \$500 cancellation fee.**
4. **USE.** Tenant may use the Penthouse for private functions, conferences, or meetings ("Event") and should not be used for activities that would not be appropriate in a typical office setting. Any event must be held directly by the tenant; Tenant may not license or assign to any other person the right to use the space. This includes friends, business associates, sub-tenants, clients and any other person or group not related to Tenant.
5. **FURNITURE.** Tenant understands that the Penthouses are furnished with seating, for Tenant's use and enjoyment. While there is no on-site staffing dedicated to moving, removing, or rearranging furniture from the space, with advance notice it arrange these services through our cleaning vendor. Requests should be sent to Management at least two (2) business days 'prior or be included on the reservation



portal under “**special requests**”. The fee is \$50.00/hr with a minimum bill rate of 4 hours plus applicable taxes.

All furniture must remain in the Penthouses unless otherwise agreed upon between Tenant and Management. Tenant will be required to sign the attached waiver and will be responsible for the set up and re-arrangement of furniture. Indoor furniture may not be used outside. All furniture should be returned to its original placement after use (including outdoor & lounge furniture etc.).

Tenant shall be solely responsible for any harm, damage, incidental or otherwise, to the furniture and Building during, arising from, or relating to the Tenant use of the space, and shall compensate Landlord fully in the event that such 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 damage to the Rooftop or Building in connection with Tenant’s use of the space.

6. **HEATERS.** Capitol Crossing has six (6) propane gas patio heaters available for the use of Tenant during the cold weather months. It is the Tenant’s responsibility to bring their own propane to power the heaters. Requests for their use can be made through the portal under “**special requests**”.
7. **CATERING.** A catering area can be made available for any Tenant wanting to use an area in the Penthouse Storage Room at 200 Mass or 250 North. There are no catering or storage rooms at 250 South. All vendors, services, and caterers used must present a Certificate of Insurance to Management at least three (3) business days prior to the event. The coverage is as follow:

Bodily Injury Liability	\$1,000,000 per Occurrence
Property Damage Liability	\$1,000,000 per Occurrence
Liquor Liability	\$1,000,000 per Occurrence
Fire Legal Liability	\$1,000,000 per Occurrence

Any caterer hired by the User shall present evidence of acceptable Liquor Liability insurance coverage (which shall be in addition to the User’s Host Liquor License Liability Insurance). The host liquor liability is needed only if Tenant will serve alcoholic beverages.

All coverage shall name the building Owners, Capitol Crossing I LLC (200 Mass Ave.) or Capitol Crossing II LLC (250 Mass Ave.) and the Building Manager, Capitol Crossing Advisors, 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 storage room on the day of the event. Catering items such as boxes, crates, and other materials may not be stored in the stairwells or in the common corridor. Please contact Management to arrange for temporary storage of these items during the event, or additional storage.

Clean up must occur immediately after the event, no exceptions. All trash must be brought to the loading dock and disposed of in the compactors.



8. **ADDITIONAL CLEANING & SECURITY.** Tenant understands and agrees that there is no on-site staffing or security personnel solely for the Penthouse during events. However, these services are available with advance arrangement and written request at least two (2) business days prior to the event.

Additional Security services and request must be sent to Management so arrangements can be made with Capitol Crossing's security vendor, Allied Universal. Agreements for such events will be made directly between the Tenant and Allied.

All equipment, trash, materials, etc. must be removed from the spaces **immediately following the event**. The facility will be cleaned nightly by the building cleaning staff, Monday through Friday only. After-hour events (outside normal building hours) that may require additional cleaning staff needs to be arranged with at least two (2) business days prior to the use of the space. The penthouses must be returned to the original configuration after use. Failure to do so will result in a minimum **\$300 cleaning fee**.

9. **ELEVATOR ACCESS.** Changes to elevator and rooftop door security can be made to admit your guests. A minimum of two (2) business days' advance notice is required to affect these changes. A guest list must be submitted to Management and building security prior to the start of the event.

200 Mass Ave. – capcrosssecurity@ausservices.com

250 Mass Ave. – capcross250@outlook.com

10. **CAPACITY.** Tenant will not allow more than the number of guests permitted by local and federal applicable laws, regulations, and codes on the rooftop. If at any time during the Event Management determines that the number of persons using the Rooftop exceeds the stated 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. Limits for occupancy:

	<u>200 Mass</u>	<u>250 North</u>	<u>250 South</u>
<u>Terrace Max</u>	183 persons	149 persons	133 persons
<u>Lounge Max</u>	178 persons	138 persons	141 persons

11. **INDEMNIFICATION.** Tenant shall indemnify and hold Landlord and Manager harmless from and against any cost, damage, claim, expense, or liability that arises solely from Tenant's act, omission, or gross negligence. Tenant's obligation to indemnify and hold harmless Landlord or Manager shall not apply to the extent that such Liability is caused or resulting from Landlord or Manager's gross negligence. Furthermore, Tenant agrees to assume the risk of any harm, damage, or injury to Tenant and Guests, and to defend, indemnify and hold harmless Landlord and Management harmless from any claims or issues arising or resulting from or related to Tenant's use of the space, except to the extent such claims or issues are caused by or resulting from Landlord or Manager's gross negligence.



RULES AND REGULATIONS

The Penthouses at 200 & 250 Massachusetts Ave. NW, should be enjoyed responsibly and carefully. Please observe the following guidelines:

- Share the Penthouse 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 its 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 and vaping are NOT permitted at anytime on the penthouses (indoor or outdoor).
- Landlord may close the penthouse 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.
- Carts (hand carts, food carts, mail carts, etc. even those with rubber wheels) of any kinds are **not allowed** in the passenger elevators. Any transport of furniture, mail, beverages, equipment, etc. should be done through the freight elevators ONLY, no exception.
- Please do not operate the NanaWall to avoid injuries. Management will operate at Tenant's request and these can be made through IMPAK or reservation request.
- Tenant shall not be permitted to impose a cover charge or any other fee for allowing its guests 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.**

WAIVER OF LIABILITY

As a condition to, and in consideration of, my use of the Penthouses, located at Capitol Crossing I (200 Mass Ave.) & Capitol Crossing II (250 Mass. Ave.), I hereby certify, covenant, and agree as follow:

1. I am good in physical condition and am able to move the furniture. I will do so at my own pace and at my own risk.
2. I voluntarily assume full responsibility for any loss, property damage or personal injury caused by myself, and/or guests, its facilities, property, and/or personal property of its officers, agents, employees while and during the period that I have chosen.
3. I agree to pay any additional charges associated with overtime HVAC, cleaning, and/or security when applicable under this agreement.
4. I agree to indemnify and save and hold harmless, from any loss, liability, damage or costs that may incur due to my voluntary use of the Penthouse, whether caused by the negligence of any or all of the releasees, or otherwise, provided that this indemnification shall not apply to the extent such loss, liability, damage or costs are caused by the gross negligence of the releasees.
5. I understand that the undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the District of



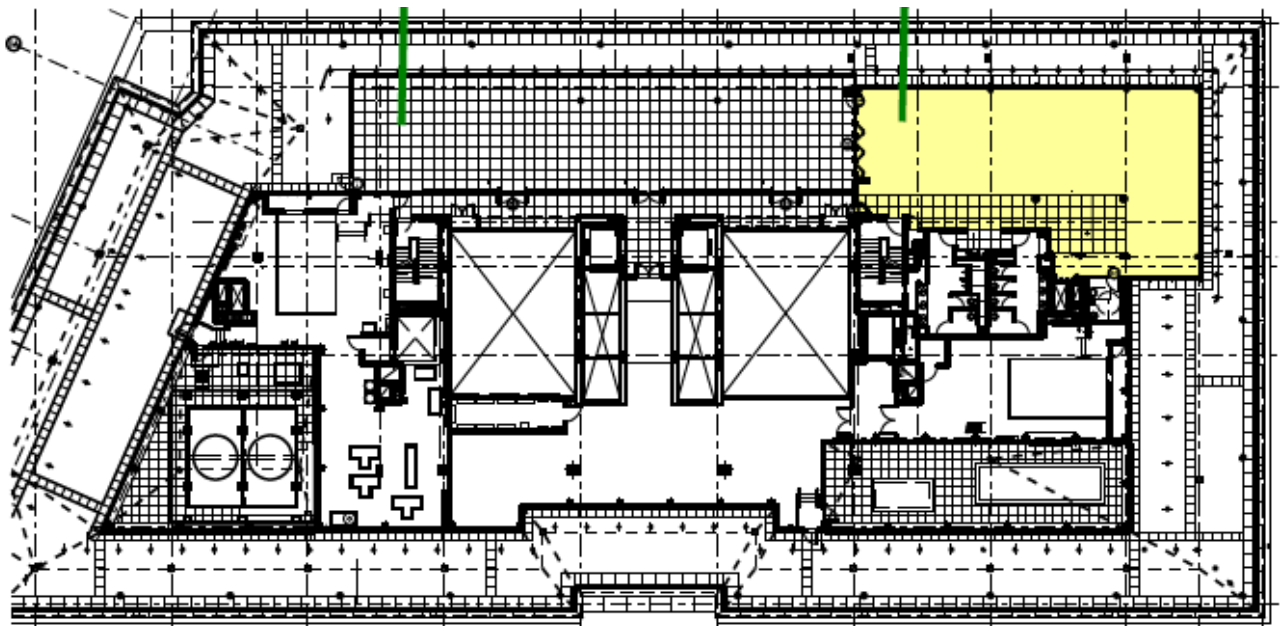
Columbia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGEMENT OF UNDERSTANDING

I have read this document in its entirety, and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily and intend with my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Name:	
Tenant:	
Point of Contact for Event:	
Date:	
Catering:	
Signature	

EXHIBIT A
200 Mass Penthouse



200 MASSACHUSETTS AVENUE PENTHOUSE PLAN

EXHIBIT B
250 Mass North Penthouse

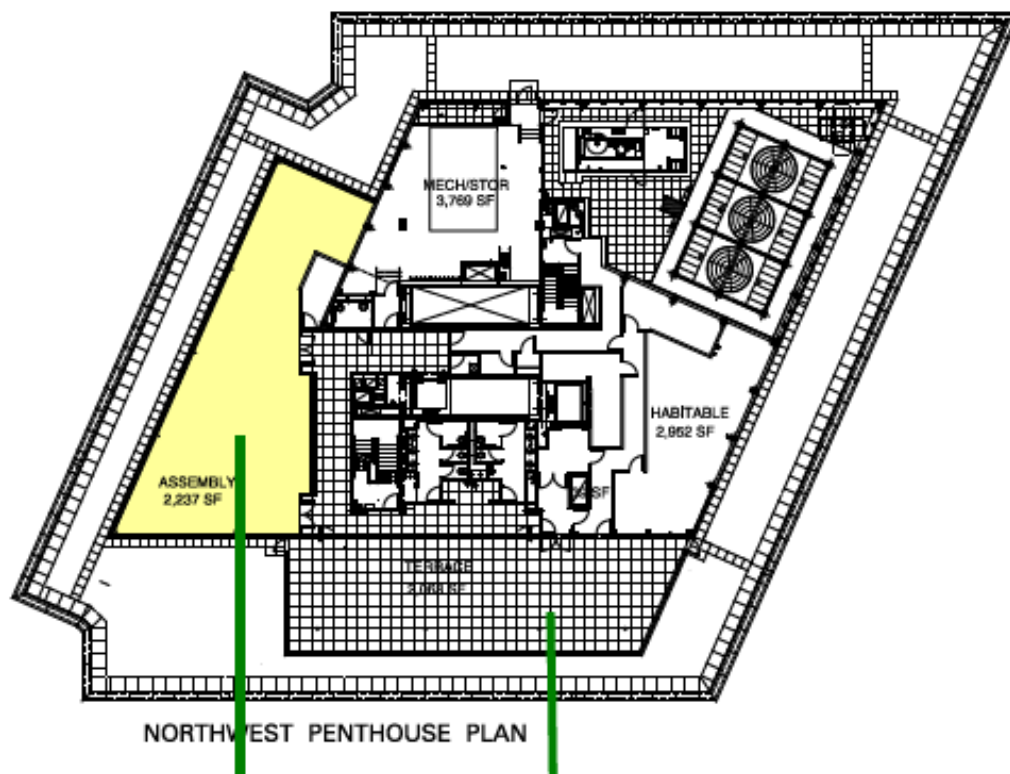


EXHIBIT C
250 Mass South Penthouse

