

**ROOFTOP ACCESS AGREEMENT**

The Mills Building  
1700 Pennsylvania Avenue

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THIS ROOFTOP ACCESS AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between THE JOHN AKRIDGE MANAGEMENT COMPANY, a District of Columbia corporation ("Manager"), agent for The Mills Building Associates, LLC ("Owner"), and \_\_\_\_\_ ("User").

WHEREAS, Owner is the owner of property known generally as The Mills Building and located at 1700 Pennsylvania Avenue N.W., Washington, D.C. (the "Building") and has engaged Manager to be the manager of the Building.

WHEREAS, User desires to obtain access to and use of the rooftop area of the Building (the "Rooftop Area") which is set forth in the attached diagram (Attachment 1) for the purpose of \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_, between the hours of \_\_\_\_\_ and \_\_\_\_\_ with \_\_\_\_\_ guests expected to attend (the "Event").

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained in this Agreement, the parties hereto hereby agree as follows:

## **Rules and Regulations**

Manager hereby grants access to and use of the Rooftop Area to User for the Event and User hereby accepts access to and use of the Rooftop for the Event. In connection with such access to and use of the Rooftop Area, User acknowledges and agrees that it shall be subject to and shall comply in all respects with "The Mills Building Rooftop Rules and Regulations", a copy of which is attached and incorporated by reference herein (Attachment 2). By execution of this Agreement, User acknowledges that it has read and understands such rules and regulations.

## Termination

Manager shall have the right, in Manager's sole and absolute discretion, with or without cause, to terminate this Agreement at any time upon [sixty (60) minutes'] advance notice to User, provided Manager reimburses User any sums previously paid by User under this Agreement as of the date of such termination.

## Indemnification

User shall indemnify, defend and hold harmless Owner, Manager, each general partner of Owner and their respective partners, agents, representatives, employees, licensees, invitees, contractors and guests (the "Indemnified Party") from and against any and all liability, cost, expense, loss or damage (including attorneys' fees and expenses) incurred by the Indemnified Party directly or indirectly or indirectly as a result of (i) User's access to and use of the Rooftop Area for the Event, (ii) User's default under this Agreement or (iii) any act or omission of User, its agents, representatives, employees, licensees, invitees, contractors or guests.

## Limitation on Liability of Manager and Owner

Manager shall have absolutely no liability to User or to any third party except for Manager's willful or grossly negligent failure to perform its obligations hereunder. All obligations of Manager hereunder are those of Manager only, and in no event shall any other person or entity be responsible for the obligations of Manager hereunder, including without limitation, any officer, director, shareholder, partner or affiliate of Manager or of any affiliate of Manager, including, without limitation, Owner. Owner shall have absolutely no liability to User or to any third party.

## Default

The following shall be defaults hereunder (an "event of default"):

(a) the failure of User to comply with any of the rules and regulations set forth on **Attachment 2** hereto; and

(b) the default by User in the due observance or performance of any of the undertakings, agreements, covenants, obligations, promises, conditions, responsibilities or other understandings undertaken by User in this Agreement.

## Remedies

Upon the occurrence of an event of default, Manager shall be entitled to:

(a) terminate this Agreement and all rights of User hereunder upon notice to User, including, but not limited to, the termination of User's right to use the Rooftop Area, and retain all amounts previously paid to Manager by User; and

(b) in addition to, and not in lieu of, the rights provided in Paragraph 6(a), exercise any and all other rights and remedies available to it at law or in equity.

### Security Deposit and Expenses

(a) **Security Deposit.** If User is not a tenant of the Building, User shall make a security deposit of Five Thousand Dollars (\$5,000.00) with Manager at least thirty (30) days prior to the Event. The security deposit will be returned in full to User after the Event provided that the Rooftop Area has not been damaged in any respect. In the event any damage occurs to the Rooftop Area during the Event, Manager may deduct from such Security Deposit the actual costs and expenses incurred by Manager in repairing such damage.

(b) **Expenses.** User shall pay Manager all expenditures to cover operating expenses, including but not limited to cleaners, on-site personnel (porters and engineers) and security personnel required for this event to take place and to restore the Rooftop Area to its original condition. User shall pay Manager, in addition, for the above expenses for any damages incurred prior to, during or after the event. Costs for on-site personnel will be as follows: Porter - \$30.40 per hour; Engineer - \$83.70 per hour; Chief Engineer - \$125.15. This cost will be based on the attendees at the event, and final cleanup by the caterer. Please note that porter hours are based on hours commencing with the caterers from time of set up to final cleanup.

### Assignment

This Agreement may not be assigned by User without the prior written consent of Manager, which consent Manager may give or withhold in Manager's sole and absolute discretion.

### Miscellaneous

9.1 All of the terms of this Agreement shall apply to and be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

9.2 This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (but not including its choice-of-law rules).

9.3 This Agreement, including **Attachments 1 and 2**, contains the entire agreement of the parties with respect to the subject matter hereof, and there are no other understandings, agreements, representations or warranties, written or oral, express or implied, between the parties related to the subject matter hereof that are not expressly stated in this Agreement.

9.4 This Agreement may not be amended, modified, changed or waived except by an instrument or instruments in writing and signed by Manager and User.



9.5 Any notices required or authorized to be given hereunder shall be in writing and shall be effective upon receipt if delivered personally or by commercial courier, against receipt, or by certified mail, return receipt requested, (i) if to Owner or Manager, to The John Akridge Management Company, 601 13th Street, N.W., Suite 300 North, Washington, D.C. 20005 (Attention: Lavon Butler), and (ii) if to User, to

\_\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed this Rooftop Access Agreement as of the date and year first written above.

MANAGER:

The Mills Building Associates, LLC

By: The John Akridge Management Company  
Management Agent

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

USER: \_\_\_\_\_  
Client Company Name

By: \_\_\_\_\_  
Name

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

Title: \_\_\_\_\_

**Attachment 2**  
**The Mills Building Rooftop**

Rules and Regulations

1. Building hours are 8:00 am to 8:00 pm daily. Rooftop events may begin at 6:00 pm; music on the roof can begin at 6:30 pm.
2. Set up by caterers may begin at 4:00 pm. Please be courteous to the Clients on the 9<sup>th</sup> floor by keeping the noise at a reasonable level during the set up process, especially in the hallways. Clean up must occur the same day of the event.
3. All decorations, signage, etc. must be approved by The John Akridge Management Company thirty (30) days prior to event.
4. No signage, decorations, frames, etc. shall penetrate the walls, ceiling, floors, planters or any other permanent fixtures of the Rooftop or the building.
5. 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.
6. No fireworks allowed.
7. No smoking allowed.
8. No open flames allowed, except votive candles.
9. Security deposit of \$5,000.00 is required thirty (30) days prior to event. (Building Clients are exempt from this.) Deposit is returned in full to user upon our assessment on condition of facility after the event.
10. Any damages incurred must be repaired within 10-30 days, depending on the nature of the damages; charges will be billed directly to the User.
11. An application for use must be signed by the interested party and approved by The John Akridge Management Company fifteenth (15) working days before the event. The John Akridge Management



Company must receive this signed agreement before event is scheduled on The John Akridge Management Company calendar.

12. Fee from user will be required to cover operating expenses and Akridge on-site personnel. (See Security Deposit and Expenses, paragraph (b)). If additional Akridge personnel are required, user will be charged for the additional costs. Please call The John Akridge Management Company for an estimate.
13. While balloons may be used, user is responsible for any damages caused by the balloons.
14. Representative of Akridge will be on the premises during all Rooftop events.
15. Selected caterer and user must agree to meet with the Property Manager at least 10 working days prior to the event to coordinate proper building use (i.e. loading, kitchen, restrooms, and electrical outlets).
16. Catering items such as boxes, crates, and other materials may not be stored in the stairwells or in the common area on the 9<sup>th</sup> floor during the event. Please contact the Property Manager to arrange for temporary storage of these items during the event.
17. Security guards must be provided, specifically, one stationed at the door to the Rooftop Area. See Security Deposit and Expenses, paragraph (b) for cost estimates.
18. At least seven days prior to the event, the User shall present to the Property Manager Certificates of Insurance providing coverage as follows:

Bodily Injury Liability	\$1,000,000 per Occurrence
Property Damage Liability	\$1,000,000 per Occurrence
Host 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 Liquor Liability insurance coverage which shall not be satisfied by the User's Host Liquor Liability insurance.

Certificates of Insurance shall be presented to the Property Manager for its approval.

All coverage shall name the building Owner, **The Mills Building Associates, LLC** and the Property Manager, **The John Akridge Management Company**, as Additional Insureds.



All coverage shall be with insurance companies acceptable to Property Manager in a form acceptable to Property Manager.

19. Organizations considered for use of the Rooftop Area are limited to building Clients.
20. While the music of User's choice may be used during the event, music must not disturb other tenants in the building nor the general public in the vicinity of the building. Music cannot commence until 6:30 pm. Set-up for a band or deejay must take place near the Pennsylvania Avenue side of the roof top. Please consult with the Property Manager for more specific location.
21. Dancing is permitted, however, a dance floor must be used and provided by users.
22. Arrangements for underground parking in the building will be arranged directly between the user and Ayalew Tessema of LAZ Parking (202.466.4300) at least two (2) weeks prior to the event.
23. User 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.
24. No glass bottles or glass drinkware may be served to guests of User, however, caterers or other drink preparers may pour beverages from glass bottles into plastic drinkware for consumption by guests of User.
25. **ANY VIOLATION OF THESE RULES AND REGULATIONS WILL VOID AGREEMENT BETWEEN THE JOHN AKRIDGE COMPANY AND THE USER.**

**Attachment 3  
The Mills Building  
1700 Pennsylvania Avenue  
Rooftop Description**

<b>Usable Area:</b>	Rooftop level (9 <sup>th</sup> floor).	<b>Loading Area:</b>	Accessible from G St., the loading dock is in the rear of the building.
<b>Standing Capacity:</b>	220	<b>Building Access:</b>	Rooftop event entrance is on Pennsylvania Avenue through the main lobby. Emergency exits are on Pennsylvania Avenue and G Street.
<b>Seating Capacity:</b>	220	<b>Restrooms</b>	Men's and Women's restrooms are available on the 9th floor. For large crowds, restrooms are also available on other floors. Please coordinate with Property Manager ahead of time.