



## **THE WESTORY ROOFTOP DECK AND TERRACE RULES AND REGULATIONS**

1. At all times when using the Rooftop (as defined below), Tenant will adhere to all rules and regulations, including all warning signs and instructions posted on the Rooftop, as set forth in Exhibit A (the “Rooftop Guidelines”), as may be reasonably amended from time to time provided Tenant is provided advance written notice thereof. Tenant understands that it is Tenant’s responsibility to inform Guests (as defined below) of all Rooftop Guidelines, responsibilities and liabilities in connection with their use of the Rooftop. Tenant and Guests shall at all times observe and comply with any and all policies, procedures, rules, regulations, and special instructions given by or on behalf of Owner and Agent concerning the access to, entry onto, and use of the Building and Rooftop. The foregoing shall in no way obligate the Owner (as defined below) or Agent (as defined below) to ensure (and Tenant hereby expressly waives and releases Owner and Agent, from any responsibility with regard to) the safety of any persons with respect to their access to or use of the Rooftop. Owner and Agent expressly reserve the right to stop the activities and require Tenant and all Guests to leave the Rooftop and Building if Owner or any Agent determines in their sole discretion that the activities of Tenant and/or Guests are not being conducted in a safe manner or if the Rooftop Guidelines or other instructions of or on behalf of Owner or Agent are not being followed.
2. Tenant understands that the Rooftop is furnished with benches, chairs and tables for Tenant’s use and enjoyment and the use and enjoyment of Tenant’s employees, agents, contractors, subcontractors, invitees and others who have gained access to the Rooftop in connection with the Event (“Guests”). Tenant agrees that there is no on-site staffing or security personnel for the Rooftop
3. Tenant may reserve the Rooftop for events (“Event” or “Events”) by making reservations through the Agent or The Westory App. In order to make a reservation Tenant must complete the reservation form which is attached hereto as Exhibit B (the “Reservation Form”). The Agent must receive the completed Reservations Form at least ten (5) business days prior to the Event. Tenant further understands that within three (3) business days of the Agent’s receipt of such form, the Agent will notify Tenant as to whether Tenant’s Reservation Form has been approved. Rooftop events may take place from 4:00 pm to 9:00 pm Monday- Friday. Tenants can reserve the Rooftop for events per their pro-rata share of available dates as defined by their lease.
4. Tenant will be responsible for the adequate clean-up during the hours of the Event and for returning the Rooftop to its original condition upon completion of the Event.
5. Due to the Rooftop capacity, Tenant will not permit more than the number of Guests on the Rooftop as permitted by the applicable laws, regulations and codes. If at any



time during the Event, the Agent determines that the number of persons using the Rooftop exceeds the stated limit or is otherwise posing a danger to the Building, the Tenant agrees that the number of people at the Event will immediately be reduced as directed by the Agent.

6. Tenant agrees that Tenant will be responsible for, and to the fullest extent allowed by law, Tenant hereby irrevocably waives and unconditionally releases and forever discharges all claims against Owner, Agent, their respective partners, shareholders, employees, personnel, agents, or other owners or members of the foregoing entities, and all of their respective agents, contractors and employees (collectively, the “Owner and Agent”) for all costs, damages or liability of whatever nature (including without limitation bodily injury, death, or damage to or loss or theft of property) arising out of Tenant’s or Tenant’s Guests’ access to and/or use of the Rooftop and/or the activities of and/or related to any Event at or about the Rooftop.
7. Tenant agrees to assume the risk of any harm, damage or injury to tenant and guests, persons or property and to defend, indemnify and save harmless Owner and Agent from any and all loss or liability, demands, judgements, expense (including attorneys’ fees), claims or actions (“claims”) based upon or arising out of damages or injury (including death) illness or harm to persons or property (including that of owner and agent), arising or resulting from or related to tenants use of the rooftop and/or the use of the rooftop by guests, including without limitation, those claims directly or indirectly caused or contributed to in whole or in part by any act or omission of tenant, guests, and/or of 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 guests access to, entry onto, and use of the rooftop, unless the injury, illness, harm or damage is caused by the negligence or willful misconduct of the owner and agent.
8. In addition to the insurance requirements under Tenant’s Lease, Tenant shall, at its sole cost, carry and keep in full force and effect during this Event, host liquor liability insurance. The host liquor liability insurance is needed only if Tenant will serve alcoholic beverages. The Owner and Agent are to be named as additional insureds for this Event. A certificate of insurance and endorsements to the applicable insurance policies showing that these requirements have been met (“Certificate of Insurance and Endorsement”) must be received by the Agent, no less than five (5) business days prior to the Event. If Agent does not receive the proper Certificate of Insurance and Endorsement, Agent shall deny Tenant access and use of the Rooftop on the date of the Event.
9. If Tenant intends to hire a caterer for the Event, Tenant must hire a licensed caterer (“Caterer”), and the Caterer must have an in-force provide Agent with copies of an occurrence-based comprehensive general liability policy with a single limit of no less than One Million and 00/100 Dollars (\$1,000,000) including contractual liability, broad form property damage and liquor liability and its liquor license. The liquor liability and liquor license are needed only if Caterer will serve alcoholic beverages. Westory 14<sup>th</sup>



Street LLC(the “Owner”) and Cushman & Wakefield U.S., Inc. (the “Agent”) are to be named or as additional insureds on the required general liability policy for this Event. The insurance must be with an insurer with an AM Best rating of at least A-/VIII and license to do business in the jurisdiction. A certificate of insurance showing that these requirements have been met (“Caterer’s Certificate of Insurance and Endorsement”) must be received by the Agent, no less than five (5) business days prior to the Event. If Agent does not receive the proper Caterer’s Certificate of Insurance and Endorsement, Agent shall deny Tenant access and use of the Rooftop on the date the Event.

10. Tenant shall be solely responsible for any alteration, harm, or damage, incidental or otherwise, to the Rooftop and Building during, arising from, or relating to the use of the Rooftop, and shall compensate Owner fully in the event that such alteration, harm, or damage occurs, including but not limited to any alteration, harm, or damage to the Rooftop or Building caused by Tenant’s failure to comply with the provisions of this Agreement or any negligent or intentional act, error or omission of Tenant and/or Tenant’s Guests. The provisions of this paragraph shall survive the expiration or termination of this Agreement.
11. Upon demand, Tenant shall pay and/or reimburse Owner for the cost (as actually incurred or as reasonably estimated by Owner or its Agent) to repair or restore any harm or damage to the Rooftop or Building in connection with Tenant’s use of the Rooftop. The provisions of this paragraph shall survive the expiration or termination of this Agreement.
12. This Agreement shall be governed by the laws of the District of Columbia, without regard to conflict of laws principles, and may not be modified, amended, changed, waived, or discharged, except by an instrument in writing signed by all parties hereto. This Agreement shall be valid, without time limitation and shall run for the maximum period of any and all applicable statutes of limitation in the District of Columbia.
13. This Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except in writing and signed by each party.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Company Name

\_\_\_\_\_  
Suite Number



## ROOFTOP GUIDELINES

The indoor lounge and outdoor patio areas located above the 11<sup>th</sup> floor (the “Rooftop”) of 607 14<sup>th</sup> Street, N.W., Washington, D.C. 20005 (the “Building”) is a special amenity for tenants of the Building (“Tenants”). All Tenants should enjoy the Rooftop responsibly and carefully. Please observe the following guidelines.

- The Rooftop operating hours are Monday-Friday 9:00 am to 5:00 pm. The rooftop is closed on weekends and Federal holidays. Interior Penthouse Capacity is 55, Exterior Rooftop Terrace capacity is 145.
- The Rooftop is accessible directly from Elevator 1. Please use Elevator 1 call rise button and press “PH” to access the Rooftop.
- Share the Rooftop with others. It is for the nonexclusive use of Tenants unless reserved for special tenant functions. Tenant reservations are available from 4:00 pm to 9:00 pm, Monday-Friday except for Holidays.
- Take appropriate steps to ensure that when alcoholic beverages are permitted to be served for special functions (“Events”), they are consumed responsibly. Caterer with alcohol license should monitor and serve in accordance.
- The appropriate reservation form (“Reservation Form”) must be used to reserve the Rooftop for special functions.
- Act responsibly. Tenant is responsible for Tenant’s employees, agents, contractors, subcontractors, invitees and others who have gained access to the Rooftop in connection with the Event (“Guests”).
- No smoking is allowed on the roof terrace.
- Please notify and coordinate with Property Management and/or Security for any deliveries occurring during event.
- Alcoholic beverages are not to be consumed on the Rooftop, except during Events for which a Tenant has reserved the Rooftop for its exclusive use and alcohol is serviced from a licensed caterer.
- Barbecues or other cooking devices are not permitted. Open flame devices and appliances are prohibited.
- Do not use or operate any equipment or machinery which produces music, sound or noise that is audible beyond the Rooftop.
- Professional photography and videography is prohibited except if previously authorized with written approval from Landlord.
- Please do not move furniture or equipment (e.g. chairs, tables, benches) onto the Rooftop terrace without the prior written consent of Landlord.
- Do not open, close, or adjust the operable glass partitions. If assistance is needed please notify lobby security.
- Do not throw or permit to be thrown from the Rooftop any refuse or other objects.
- Do not place, exhibit or affix any signs, advertisements, notices or banners on any part of the Rooftop.



- To keep the Roof Deck clean and free of debris, every Occupant must clean up after his or her self. All trash shall be placed in the garbage or recycling containers provided by the Building.
- Guests must stay within designated area only.
- The rooftop shall not be used for any offensive purpose.
- No glass or breakables are permitted on the rooftop.
- Absolutely NO fireworks or similar entertainment displays of any sort will be permitted.
- No feeding birds or other animals.
- Appropriate attire is required to be worn at all times including shoes and proper clothing without offense language. Sunbathing is prohibited.
- All building egress points must remain unobstructed at all times.
- The rooftop is restricted to people ages 18 and older. Any minor under the age of 18 must be directly supervised by an adult.
- In the event of inclement weather such as thunderstorms, lightning, high winds or tornado warnings, the rooftop exterior terrace will be closed. Please ensure any open doors are shut to the penthouse during inclement weather.
- In the event of an emergency, please dial 911 first. An AED is available in the Fitness Center located on B1 for use in the event of an emergency.

Tenant and Guests use the Rooftop at their own risk. Tenant understands that there is no active security personnel provided on the Rooftop unless specifically contracted by the Tenant for a reserved Event. Security cameras are monitored by lobby security. The lobby guard can be reached by phone at 202.604.5677.