

## TERRACE EVENT RESERVATION AGREEMENT

THIS TERRACE EVENT RESERVATION AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between THE JOHN AKRIDGE MANAGEMENT COMPANY, a District of Columbia corporation ("Manager"), agent for NADA SERVICES CORPORATION ("Owner"), and \_\_\_\_\_ ("Client").

WHEREAS, Owner is the owner of property known generally as NADA SERVICES CORPORATION CAPITOL HILL OFFICE BUILDING and located at 412 First Street SE, Washington, DC, 20003 (the "Building") and has engaged Manager to be the manager of the Building.

WHEREAS, Client desires to obtain access to and use of the terrace area of the Building (the "Terrace Area") which is set forth in the attached diagram for the purpose of \_\_\_\_\_ on \_\_\_\_\_, 2023, 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 Terrace Area to Client for the Event and Client hereby accepts access to and use of the Terrace Area for the Event. In connection with such access to and use of the Terrace Area, Client acknowledges and agrees that it shall be subject to and shall comply in all respects with "NADASC Terrace Special Event Rules and Regulations", a copy of which is attached and incorporated by reference herein (Attachment 1). By execution of this Agreement, Client 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 [twenty-four (24) hours] advance notice to Client, provided Manager reimburses Client any sums previously paid by Client under this Agreement as of the date of such termination.

### Indemnification

Client shall indemnify, defend and hold harmless Owner, Manager, each member 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) Client's access to and use of the Terrace Area for the Event, (ii) Client's default under this Agreement or (iii) any act or omission of Client, its agents, representatives, employees, licensees, invitees, contractors or guests.

**Limitation on Liability of Manager and Owner**

Manager shall have absolutely no liability to Client 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 Client or to any third party.

**Expenses**

Client shall pay Manager all expenditures to cover operating expenses, including but not limited to cleaners, on-site personnel (porters and engineers) and any additional security personnel required for this event to take place and to restore the Terrace Area to its original condition. Client 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 - \$40.00 per hour;
- Staff Engineer - \$100.00 per hour;

In addition, there could be an approximate cost of \$325 - \$750 to the designated janitorial company or staff to clean and restore, including the restrooms. Floor restoration costs 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.

**Miscellaneous**

1.1 All of the terms of this Agreement shall apply to and be binding upon, and inure to the benefit of, the parties hereto.

2.2 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).

3.3 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.

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



IN WITNESS WHEREOF, the parties have executed this Terrace Event Reservation Agreement as of the date and year first written above.

MANAGER:

By: The John Akridge Management  
Company (Agent for Owner)

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

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

CLIENT:

\_\_\_\_\_

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

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

**Attachment 1**  
**412 First Street Terrace Reservations**  
**Special Event Rules and Regulations**

1. Events hours may be approved ahead of time to make certain arrangements. Set up and take down must occur the same day.
2. No signage, decorations, frames, etc. shall penetrate the walls, floors, planters or any other permanent fixtures of the breezeway or the building.
3. The following items are not allowed: fireworks or open flames (except candles and chafing dishes).
4. Entrance for events will be limited to the breezeway entrance. However, all building entrances will remain unobstructed at all times.
5. Terrace furniture cannot be removed for Events, unless otherwise approved by Management.
6. Any damages incurred must be repaired within 10-30 days, depending on the nature of the damages; charges will be billed directly to the Client.
7. At least seven days prior to the event, the Client shall present to the Property Manager Certificates of Insurance from vendors used providing coverage as follows:

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 Client shall present evidence of Liquor Liability insurance coverage which shall not be satisfied by the Client'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, **NADA Services Corporation**, and building Property Manager, **The John Akridge Management Company**, as Additional Insured.

All coverage shall be with insurance companies acceptable to Property Manager in a form acceptable to Property Manager (see attached example).

8. An application for use must be signed by the interested party and approved by The John Akridge Management Company. The John Akridge Management Company must receive this signed agreement before the event is scheduled on the calendar.

9. ~~Building Clients may use the NADA restrooms during events **after 5 PM** but will be responsible for staffing and additional cleaning required to accommodate this access.~~
  - a. ~~For events occurring during normal business hours (8AM-5PM), Clients may request a temporary event badge if needed and/or direct their guests to the facilities located on the Client floor.~~
10. **Due to the COVID-19 Pandemic, NADA is not offering their restrooms as an available option for public or private use during reservations. Restroom access can be provided by using the stairwell down to the LL. A porter will be on-site to assist with access and directions.**
11. No restrictions on caterers. Please see Property Manager for a list of recommended caterers.
12. Selected caterer and Client must agree to meet with the Property Manager **prior to the event** to coordinate proper building use (i.e. loading dock, restrooms, and electrical outlets).
13. Security guards, if needed, will be the responsibility of the Client.
14. Representative of Akridge will be on the premises during all special events.
15. While the music of Client's choice may be used during the event, the event must follow DC noise ordinances.
16. Arrangements for underground parking in the building will be arranged directly between the Client and the building parking garage manager, or The John Akridge Management Company, prior to the event.

**Attachment 2**  
**412 First Street Terrace Description**

**Terrace Capacity:** 50 people Exterior      **Available Restrooms:** Men's and Women's restrooms are available on the Lower Level lobby.

