



**2023 ATRIUM/ROOFTOP ACCESS AGREEMENT  
(Personal Events)**

THIS ATRIUM/ROOFTOP ACCESS 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 601 Thirteenth Street, NW Associates Limited Partnership, a District of Columbia limited partnership ("Owner"), and \_\_\_\_\_ ("User").

WHEREAS, Owner is the owner of property known generally as The Homer Building and located at 601 13th Street, 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 and/or the atrium area of the Building (the "Atrium/Rooftop Area") which is set forth in the attached diagram for the purpose of \_\_\_\_\_ which is a personal event for the User and not a business or industry event 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 Atrium Area or Rooftop Area to User for the Event and User hereby accepts access to and use of the Atrium Area/Rooftop for the Event. In connection with such access to and use of the Atrium/Rooftop Area, User acknowledges and agrees that it shall be subject to and shall comply in all respects with "The Homer Building Atrium/Rooftop Special Event Rules and Regulations", a copy of which is attached and incorporated by reference herein (Attachment 1). 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 Atrium/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.

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## **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 1** 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 Atrium 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.

## **Expenses**

Because the Event is a personal event and not a business or industry event, User shall pay to Manager a usage fee of Twenty Thousand Dollars (\$20,000) for the right to use the Atrium Area for such Event such fee to cover various expenses including, but not limited to, cleaning of the marble floor and payment for 2 porters for 8 hours. In addition to the foregoing, User shall pay Manager all expenditures to cover operating expenses, including but not limited to cleaners, on-site personnel (engineers), any additional security personnel required for this event to take place, and any additional services from the concierge. 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 (other than 2 Porters for 8 hours which is covered in the base fee) will be as follows: Porter - \$40.00; Engineer - \$110.00 per hour (Engineer - required for events on Saturday, Sunday and all legal holidays), and an approximate cost of \$325 - \$725 to P&R Enterprises (janitorial staff) to clean and restore the area and restrooms

## **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.

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## 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 and their respective successors and permitted assigns.

1.2 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).

1.3 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.

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

1.5 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: Kathryn Brand), and (ii) if to User, to \_\_\_\_\_.

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

MANAGER:

601 Thirteenth Street, N.W.  
Associates Limited Partnership

By: The John Akridge Management Company  
Management Agent

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

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

USER: \_\_\_\_\_

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

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

**Attachment 1**  
**The Homer Building Atrium/Rooftop**  
**Special Event Rules and Regulations**

1. Events cannot officially start until 5:30 p.m. Set up and take down must occur the same day, between 3 p.m. and 1 a.m., Monday - Friday; and 10 a.m. and 3 a.m., Saturday - Sunday. Start times do not apply to the rooftop. All items must be removed from the property the same day as well.
2. All decorations, signage, etc. must be approved by The John Akridge Management Company fifteen (15) working days prior to the event.
3. The serving or presence of red wine is prohibited.
4. No signage, decorations, frames, etc. shall penetrate or hang from the walls, ceiling, floors, planters or any other permanent fixtures of the atrium 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. All table legs and other equipment or furniture must have rubber protectors or a protective surface to avoid scratching the floors.
7. No fireworks allowed.
8. No open flames allowed, except candles and chafing dishes.
9. No painting allowed.
10. Entrance for events will be limited to the main entrance. However, all building entrances will remain unobstructed at all times.
11. 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.
12. At least seven days prior to the event, the User shall present to the Property Manager Certificates of Insurance from vendors used providing coverage as follows:

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

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, **601 Thirteenth Street, N.W., Associates Limited Partnership**, 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).

13. An application for use must be signed by the interested party and approved by The John Akridge Management Company **fifteen (15) working days before the event**. The John Akridge Management Company must receive this signed agreement before the event is scheduled on The John Akridge Management Company calendar.
14. Fee from User will be required to cover operating expenses and Akridge on-site personnel. If additional Akridge personnel are required, User will be charged for the additional costs. Please contact The John Akridge Management Company for an estimate.
15. Building Clients may use the lobby for ingress and egress during an event.
16. Balloons are prohibited.
17. No restrictions on caterers.
18. Selected caterer and User must agree to meet with the Property Manager or Concierge **at least 10 working days prior to the event** to coordinate proper building use (i.e. loading dock, restrooms, and electrical outlets).
19. Representative of Akridge will be on the premises during all events.
20. While the music of User's choice may be used during the event, only background music may be played until 7:00 p.m., Monday through Friday.
21. Dancing is permitted, however, a dance floor must be used and provided by Users.
22. The parking garage currently closes at 8:30 pm. Arrangements for underground parking in the building will be arranged directly between the User and Atlantic Parking Services (202.466.5050) at least four (4) weeks prior to the event.
23. **ANY VIOLATION OF THESE RULES AND REGULATIONS WILL VOID AGREEMENT BETWEEN THE JOHN AKRIDGE COMPANY AND THE USER.**

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## Attachment 2 The Homer Building Atrium/Rooftop Description

<b>Usable Area:</b>	10,000 s.f. on main atrium floor (see attached floor plan).	<b>Loading Area:</b>	Accessible from G Street between 12 <sup>th</sup> and 13 <sup>th</sup> Streets. The loading dock is in the rear of the building.
<b>Atrium Standing Capacity:</b>	400 people	<b>Building Access:</b>	Special event entrance is on 13 <sup>th</sup> Street through the main lobby. Emergency exits are on F and G Streets.
<b>Atrium Seating Capacity:</b>	300 people	<b>Atrium Restrooms</b>	Men's and Women's restrooms are available on the second floor (south); accessible by the elevators.
<b>Atrium Third Floor</b>	25 people		
<b>Standing Capacity:</b>			
<b>Rooftop Standing Capacity:</b>	250 people	<b>Rooftop Restrooms:</b>	Men's and Women's restrooms are available on the Penthouse level on the north side only.
<b>Rooftop Teak Furniture:</b>	North side – 7 tables, 32 chairs, 3 benches, 1 trash receptacle, 1 recycling receptacle  South side – 7 tables, 34 chairs, 3 benches, 1 trash receptacle, 1 recycling receptacle	<b>Electrical Outlets:</b>	Both atrium and rooftop have limited 120 volt, 20 amp electrical outlets.