



Boro Tower Rooftop Terrace
 Rules and Regulations
 8350 Broad Street, McLean, VA 22102

GENERAL

1. **HOURS OF OPERATION:** The Boro Tower Rooftop Terrace is open to Boro Tower tenants between the hours of 8:00 AM to 6:00 PM, Monday through Friday. The Facility is closed on Saturday & Sunday and building holidays unless specific arrangements are made in advance.
2. **RESERVATIONS:** Terrace reservations for after-hour use only and will be approved on a first come-first serve basis. Reservations can be booked up to six months in advance. Reservations may be made online via The Boro App or by contacting meetings@theborotysons.com.
3. **USE OF FACILITY:** Signs and other documents or graphics shall not be taped to the walls inside of the Facility or other common areas of the Building used in conjunction with the use of the Facility (the "Supporting Common Areas"), except as required to comply with the provisions of this Section 3.
 - a. **COMPLIANCE:** Tenant shall, at Tenant's sole expense, (i) comply with all laws, orders, ordinances, and regulations of federal, state, county, and municipal authorities having jurisdiction over the Facility and Supporting Common Areas, and (ii) comply with any directive, order or citation made pursuant to law by any public officer requiring abatement of any nuisance or which imposes upon Landlord or Tenant any duty or obligation due to conditions which have been created by or at the request or insistence of Tenant, or required by reason of a breach of any of Tenant's obligations under their lease or by or through other fault of Tenant; and (iii) comply with all insurance requirements applicable to the Facility, including as set forth below. If Tenant receives notice of any such directive, order, citation or of any violation of any law, order, ordinance, regulation or any insurance requirement, Tenant shall promptly notify Landlord in writing of such alleged violation and furnish Landlord with a copy of such notice.
 - b. **LEGAL:** Tenant shall not use or permit the Facility or Supporting Common Areas, or any part thereof, to be used in violation of any present or future applicable law, regulation or ordinance, or of the certificate of occupancy issued for the Building or the Facility, or any document of record which encumbers the Building, and shall immediately discontinue any use of the Facility which is declared by any governmental authority having jurisdiction to be in violation of law or said certificate of occupancy. Tenant will not use or permit the Facility or Supporting Common Areas to be used for any purposes that interfere with the use and enjoyment of the Building by Landlord or the other tenants, or which violate the requirements of any insurance company insuring the Building or its contents, or which, in Landlord's sole discretion, impair the reputation of the Building. Tenant shall refrain from and discontinue such use immediately upon notice from Landlord.
 - c. **FIRE AND SAFETY:** Tenant shall not do, or permit anything to be done in the Facility or Supporting Common Areas, or bring or keep anything therein, which will in any way increase the rate of fire insurance on the Building, or invalidate or conflict with fire insurance policies on the Building, fixtures or on property kept therein. Tenant agrees that any increases of fire insurance premiums on the Building or contents caused by the occupancy of Tenant and any expense or cost incurred in



consequence of negligence or the willful action of Tenant, Tenant's employees, agents, servants, invitees, or licensees shall be paid by Tenant.

- d. **ENVIRONMENTAL PROTECTION:** Tenant and Tenant's employees, contractors and agents shall not dispose of or generate, manufacture, store, treat or use any oil, petroleum or chemical liquids or solids, liquid or gaseous products or any hazardous waste or hazardous substance (hereinafter collectively referred to as "hazardous waste"), as those terms are used in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, or in any other federal, state or local law governing hazardous substances (hereinafter collectively referred to as the "Act"), as such laws may be amended from time to time at, upon, under or within the Facility and Supporting Common Areas, or the Building or the land on which it is built, or into the plumbing or sewer or water system servicing the Facility, Supporting Common Areas, or the Building, nor shall Tenant, its employees, contractors or agents cause or permit the discharge, spillage, uncontrolled loss, seepage or filtration of any hazardous waste at, upon, under or within the Facility, Supporting Common Areas, or the Building or the land or into the plumbing or sewer or water system servicing the same. Tenant shall comply in all respects with the requirements of the Act and related regulations, and shall notify Landlord immediately in the event of its discovery of any hazardous waste at, upon, under or within the Facility, Supporting Common Areas, or the Building or the land, or of any notice by a governmental authority or private party alleging that a disposal of hazardous waste on or near the Facility or Supporting Common Areas, may have occurred. Tenant further agrees to provide Landlord full and complete access to any documents or information in Tenant's possession or control relevant to the question of the generation, treatment, storage or disposal of hazardous waste on or near the Facility or Supporting Common Areas. In the event that any hazardous waste is located in the Facility or Supporting Common Areas, and such hazardous waste was located in the Facility or Supporting Common Areas prior to the date hereof, then Landlord, at its cost, shall remove or remediate such hazardous waste in accordance with applicable governmental law.
- e. **INDEMNIFICATION:** Tenant shall indemnify Landlord against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims, and demands, including, without limitation, remediation and clean-up costs, reasonable attorneys' fees, and court costs and civil fees and fines arising out of any violation of or default in the covenants of this Section 3.
- f. **MOVING AND DELIVERIES:** No freight, furniture or other bulky matter of any description shall be received into the Building or carried in the elevators, except at times and by routes authorized by Landlord. Tenant shall give Landlord at least forty-eight (48) hours telephonic notice prior to moving any freight, furniture or other bulky material into or out of the Building. All moving of furniture, material and equipment shall be under the direct control and supervision of Landlord, who shall, however, not be responsible for any damage to or charges for moving same. Tenant shall promptly remove from the public areas within or adjacent to the Building any of Tenant's property delivered or deposited there, and shall be responsible for any damage to the Building, the Facility, or Supporting Common Areas caused by its moving and deliveries.
4. **ALCOHOL POLICY:** Tenant is responsible for controlling the serving of alcoholic beverages and shall not permit the serving of alcoholic beverages to minors. All alcoholic beverages are to be dispensed by a non-drinking server and shall be limited to beer and wine. Alcoholic beverages shall not be served to anyone who is acting like they are, it is suspected of being, impaired as a result of alcohol intake. Tenant shall provide with evidence that it has secured dram shop insurance with total limits of liability



for bodily injury, loss of means of support, and property damage because of each occurrence of not less than Three Million Dollars (\$3,000,000.00).

5. **REPAIR AND RETURN OF FACILITY:** The management team, the Tenant, and the caterer/vendor shall conduct an inspection to note property condition. Any deficiencies noted prior to the event shall be logged and identified as existing. Any damages noted after the event shall also be logged and assessed. At this time, Property Management team shall exercise their right to repair any damages and collect reimbursement costs from the Tenant within 30 days of the occurrence.
6. **CLEANING FEE:** Tenant agrees to clean up the Rooftop at the end of the event and to properly dispose of all trash. Any excess trash left behind at the end by the tenants and/or guest may result in a \$150 cleaning fee.
7. **CERTIFICATE OF INSURANCE:** All vendors providing services for the event (including but not limited to caterers, AV technicians, and clean-up staff) must provide an updated certificate of insurance at least 48 hours prior to the event commencement date.
 - a. **Comprehensive General Liability** – Said coverage shall have limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverages for personal injury, contractual liability, operation of mobile equipment, products/completed operations and liquor law liability.
 - b. **Workers' Compensation** – Coverage shall comply with all state and federal requirements and will be in the statutory required limits. All employees of the vendor must be covered by workers' compensation.
 - c. **Employers Liability** – Coverage shall be placed with limits not less than \$1,000,000 per incident.
 - d. **Automobile Liability** – Coverage shall be acquired for all owned, non-owned hired and leased vehicles of vendor, including the loading and unloading thereof. Limits not less than \$1,000,000 per each occurrence combined single limit for bodily injury and property damage shall be maintained.
8. **HOLD HARMLESS:** Tenant agrees that its use of the Rooftop may not interfere with the operation of the property or other tenants' use thereof. In addition to any provisions in its lease with the owner of the property, tenant agrees to indemnify and hold harmless the Owner, and their respective affiliates, from and against all claims, losses, damages, liabilities or expenses incurred (including attorney's fees) as a result of tenant's use of the Rooftop.
9. **LIABILITY:** The liability provisions of Tenant's Lease shall apply to Tenant's use of the Facility and Supporting Common Areas. Landlord and its agents shall not be liable for any injury to persons resulting from Tenant's use of the Facility and Supporting Common Areas, including any injury resulting from the spread of any infectious disease. All personal property of Tenant located in the Facility and Supporting Common Areas shall be at the sole risk of Tenant. Landlord and its agents shall not be liable for any damage thereto. Landlord and its agents shall not be liable for any accident or damage to property of Tenant resulting from the use or operation of elevators or of the heating, cooling, electrical or plumbing apparatus, unless caused by and due to the negligence of Landlord, its agents or employees. Landlord shall not, in any event, be liable for damages to property resulting from water, steam or other causes. Tenant hereby expressly releases Landlord and its agents from any liability incurred or claimed by reason of damage to Tenant's property.



- a. **INDEMNITY:** Tenant shall indemnify Landlord and its agents and employees and save them harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Facility or Supporting Common Areas, or the occupancy or use by Tenant of the Facility or Supporting Common Areas or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, invitees or licensees. In the event that Landlord or its agents or employees shall, without fault on its or their part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold the same harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid in connection with such litigation.
10. **SECURITY:** Property Management reserves the right to require security for any event at the expense of the tenant.
11. **FEES:** All rental fees, service charges or other assessed charges related to your event are subject to a 20% administrative fee. Ownership reserves the right to adjust fees, as needed.
- a. **Rental Fee**
The Rooftop is complimentary for Boro Tower tenants to reserve. Other Boro District tenants can reserve the rooftop for \$1250. All tenants may incur the following fees if event occurs after normal building hours: \$50 per hour for cleaning, \$80 per hour for engineer overtime and \$50 per hour for HVAC overtime.
- b. **Storage Fee**
Tenants are given a grace period of 30 minutes after their event to remove any additional tenant owned items. If the items are not removed within that time, a Storage Fee of \$150 may be levied. If tenant needs additional time to gather their belongings, the tenant must notify Property Management as soon as the event is over.
12. **RULES:** If Tenant does not abide by the rules, then Owner may terminate such Tenant's privileges to use the facility.
13. **MISCELLANEOUS:** If a guest is found to be in possession of illegal drugs or illegal firearms, Property Management has the right to terminate the event immediately. Taping or otherwise affixing signs or other items on the walls/room number signs is prohibited due to the possible damage or scarring. No rice, confetti or glitter may be used inside or outside of the facility.

ACKNOWLEDGEMENT



By execution below, these Rules and Regulations for the Boro Tower Rooftop Terrace have been read and understood by all personnel and/or supervisor on site to use the Facility. I agree that I will fully comply with these Rules and Regulations as they are amended from time to time.

READ AND UNDERSTOOD BY:

Tenant Name, Building and Suite Number: _____

Representative Name (please print): _____

Representative Email Address: _____

Signed: _____

Date: _____

Thank you for your cooperation

We look forward to hosting your next event at The Boro!