

## Rooftop License

Universal Building, Inc., and its successors and assigns ("Licensor") hereby grants to \_\_\_\_\_, a (Licensee"), a license to occupy that certain space located on the roof of the building (the "Licensed Premises") at 1825 Connecticut Ave, N.W., Washington, D.C. (the "Building") as shown on Exhibit A attached hereto and made a part hereof (the "Licensed Premises"), for the period of \_\_\_\_\_ (concluding time cannot be beyond 8:00 p.m., including cleanup) on \_\_\_\_\_, (the "Permitted Use Period"). Licensee accepts the Licensed Premises in its "as-is" condition, and Licensor shall have no obligation whatsoever to make any improvements therein.

In consideration of the license granted hereby, Licensee shall pay Licensor a deposit in the amount of One Thousand Dollars (\$1,000.00) by no later than the seventh (7<sup>th</sup>) business day preceding the start of the Permitted Use Period. The deposit shall be refunded to Licensee or applied to charges for which the Licensee is obligated hereunder.

Licensee's privilege to use the Licensed Premises pursuant to this License shall be contingent upon Licensee's full compliance with each of the following requirements, the default of any one of which shall entitle Licensor to revoke this License and terminate Licensee's use of the Licensed Premises at any time, including at any time during the Permitted Use Period:

1. Licensee agrees that it shall comply with all applicable laws and regulations of the District of Columbia (including, without limitation, all noise ordinances) and all other applicable governmental authorities, as well as all rules and regulations established by Licensor.
2. Licensee shall indemnify and hold Licensor and Licensor's managing agent harmless and will defend Licensor and Licensor's managing agent from and against any and all liability, damages, claims and expense (including attorneys' fees) in connection with any bodily injury or property damage arising out of any activities of Licensee, its contractors, agents or employees in or about the Building.
3. Licensee shall take out and keep in force, at its expense, public liability insurance, including insurance against assumed or contractual liability, with respect to the Licensed premises and Licensee's use thereof, to afford protection (i) to the limit, for each occurrence, of not less than \$2,000,000 with respect to personal injury or death and \$1,000,000 with respect to property damage, (ii) Two Million Dollars (\$2,000,000) for liquor liability insurance if any beer, wine or other alcoholic beverages are served or used in the Licensed Premises, and, if required by law, worker's compensation or similar insurance in form and amounts required by law. Each policy evidencing such insurance shall name Licensor and Licensor's managing agent as additional insurers and shall not be cancelable without thirty (30) days' prior notice to Licensor. A copy of each such policy or certificate thereof shall be deposited with Licensor no later than three (3) business days prior to the commencement of the Permitted Use Period. Licensor shall not be responsible for loss of, damage to, and/or theft of

Licensee's property, and Licensee agrees to maintain all-risk property and casualty insurance covering all of its personal property located in the Licensed Premises or Building.

4. Licensee shall not permit or suffer the presence of more than two hundred (240) persons in the Licensed Premises at any time.
5. Licensee shall obtain the prior written approval of Licensor for the placement within the Licensed Premises of any equipment or supplies other than tables, chairs, musical instruments, food, beverages, dishes, utensils and such other items as would be used by a first-class caterer in the normal course of its catering operations.
6. Licensee, at its sole cost and expense, shall maintain and keep the Licensed Premises and the bathroom serving it in a neat and clean condition, free at all times of all litter, trash and debris, and in good order and repair, and shall suffer no waste or injury thereto during the Permitted Use Period, and Licensee shall not permit any trash or debris to be placed anywhere in the Building by any persons present at or providing services to or in connection with the Licensed Premises during the Permitted Use Period. Licensee shall conclude the use of the Licensed Premises and shall clean up the Licensed Premises in accordance with the foregoing by no later than the end of the Permitted Use Period specified above.
7. In the event that Licensor spends any funds to remove litter, trash and debris, or to make any repairs resulting from the use by Licensee of the Licensed Premises, or to incur any other costs resulting from Licensee's use of the Licensed Premises, Licensee shall reimburse Licensor for the full amount thereof, together with an administrative fee in an amount equal to fifteen percent (15%) of such costs, within five (5) business days following Licensor's written request therefore.
8. Licensee shall exercise diligence and care to ensure that all persons using the Licensed Premises during the Permitted Use Period do not become intoxicated and do not engage in any activities which present a threat or danger to anyone present at the Licensed Premises, to anyone else, or to the Licensed Premises or any other portion of the Building.
9. Licensee acknowledges that Licensor has granted the license which is set forth in this License solely because Licensee is an office tenant (or permitted subtenant) in the building and because Licensee has represented and warranted to Licensor, and Licensee hereby confirms such representation and warranty to Licensor, that the purposes of Licensee, in that such purpose is of a public relations, marketing, advertising, client relations, networking or strictly internal office function, and is not a social function for the primary benefit of any employee of Licensee or any other person (such as a wedding, engagement party or similar type of non-business related social function).

10. In the event of any breach by Licensee of any of its obligations under this license, if such breach is not cured immediately, such breach shall constitute a default under the space lease for space in the Building between Licensor and Licensee (and in the case of a sublease, between Licensee and the sublandlord under that sublease).
11. The Liability of Licensor hereunder is limited to its interest in the Licensed premises and no personal judgment shall lie against Licensor or any partner in Licensor or any officer, director, shareholder, trustee, or beneficiary of any such partner.
12. It is further agreed that (i) Licensee shall make no assignment or sublicense of this License, (ii) this License shall not be deemed or construed to be a license coupled with an interest, (iii) this is a revocable license only, and no landlord and tenant relationship exists between Licensor and licensee, (iv) Licensor or Licensee may terminate this License immediately upon prior written notice to the other party, and (v) Licensee consents to the jurisdiction of the Superior Court of the District of Columbia with respect to any claims which Licensor may have hereunder, and waives any and all right to request a jury trial and agrees not to assert against Licensor any counterclaims in any such action or proceeding. Licensee further expressly waives any notice to quit.
13. Where this License is entered into by an office tenant and its subtenant for use of the Licensed premises by the subtenant, both the office tenant and the subtenant must sign this License as Licensee and they shall be jointly and severally liable for all obligations and liabilities hereunder.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this License as of the \_\_\_\_\_ **day of** \_\_\_\_\_  
Month Year

**LICENSOR**

JBG SMITH Properties (Landlord)  
Universal Building, Inc.

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

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

**WITNESS:**

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

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

**LICENSEE**

\_\_\_\_\_ (Tenant)

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

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

**WITNESS:**

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

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