

**LICENSE AGREEMENT**

This License Agreement (“Agreement”) is entered into on the 13th of July, 2016, by and between Capitol Riverfront BID (“LICENSOR”) with its mailing address at 1100 New Jersey Avenue, SE, Suite 1010, Washington, DC 20003 and Child & Family Services Agency (LICENSEE), with its principal place of business at 200 I Street SE, Washington, DC 20003.

**1. License.** LICENSOR hereby grants to LICENSEE a revocable, non-transferable, non-exclusive license (“License”), to enter into and use, in accordance with this Agreement’s terms and conditions, that certain area controlled by LICENSOR, namely, Canal Park located at 200 M Street SE in Washington, DC. The area(s) within Canal Park to be used by Licensee (“Site”) is/are set forth on the diagram in **Exhibit A.** Such License shall be used solely to conduct Together We Rise Clothing Tour (the “Event”) as more particularly described in **Exhibit B**.

In consideration of the payment by LICENSEE of the fee and/or benefits set forth in **Exhibit C** of this Agreement, and its performance of its other obligations hereunder, LICENSOR will furnish benefits to LICENSEE in accordance with the terms and conditions of this Agreement.

1. Period of License. LICENSEE shall be permitted to use Site to begin move-in at 7:00 am Washington, DC local time, on Thursday, July 28th, 2016 and shall have completed move-out and equipment removal immediately following the event, if allowed by the city and its government, at 5:00 pm Washington, DC local time, on Thursday, July 28th, 2016 (the “License Period”). LICENSEE shall provide a production schedule for the Event to LICENSOR at least 30 days prior to the date of move-in.
2. Event Period. The Site shall be used for the actual Event(s) from 12:00 pm to 3:00 pm Washington, DC local time on Thursday, July 28th, 2016 (“Event Period”).

The Site shall be used for the Event on the date(s) listed above. Any activities relating to the Event that will create substantial audible noise, as determined by LICENSOR, in its sole discretion, shall be conducted between the hours of 7:00 am and 10:00 pm daily.
3. Site Use. LICENSEE shall have the non-exclusive right to use the Site licensed under this Agreement solely for the Event and not for any other purpose.
4. Compliance with Law. LICENSEE shall comply with all rules, regulations, policies, procedures and law for use of the Site.
5. Compliance with Park Event Rules & Procedures. LICENSEE shall comply with the Park Event Rules provided by LICENSOR and included as **Exhibit G** to this contract.
6. Site Condition. LICENSEE acknowledges and agrees that it has had an opportunity to inspect the Site and accepts the same in its “as is, where is” condition as of the commencement of the License Period, provided that, to the best of LICENSOR’S knowledge, LICENSOR represents that it is not aware of any defects, hazardous conditions or toxic substances in connection with the Site. LICENSOR will not make, and is under no obligation to make, any structural or other alterations, decorations, additions or improvements of any kind to the Site in connection with LICENSEE’S Event. Commencement of occupancy of the Site by LICENSEE under this Agreement shall constitute conclusive evidence that the Site was in good repair and satisfactory condition, fitness and order at such time as occupancy commenced. LICENSEE further acknowledges that LICENSOR does not guarantee that the fountain and the canal will be operational during the License Period.
7. Trash Removal. LICENSEE shall have the obligation during the License Period to prevent trash, litter and debris from accumulating on, and escaping from the Site and to maintain the same in a neat, clean, pest-free, orderly, upscale, and inviting manner. LICENSEE shall, at its own expense, arrange for the prompt removal of any and all trash and debris from Site (and the Site perimeter for trash related to the event or participants). Failure to timely remove trash and return Site to its initial condition shall result in partial to complete forfeiture of the security deposit.
8. Posting of Signage. Subject to local ordinances and other restrictions, if any, LICENSEE shall have the non-exclusive right to post signage containing a mutually approved design incorporating LICENSEE’s brand name(s) and/or logo(s) at the Site as more specifically described in **Exhibit D**. The specific location, placement and all other aspects of such signage shall be subject to LICENSOR’s prior approval, not to be unreasonably withheld. LICENSEE shall be solely responsible for all costs and expenses associated with the creation, delivery, installation and removal of such signage. LICENSOR shall have no liability whatsoever for any loss of or damage to any signage posted by LICENSEE at the Site. Signage must be removed by the end of the License Period.
9. Materials to Post Signage. Any materials used to post signage such as zip ties, must be removed promptly by the end of the License Period. No adhesives may be used to adhere signage to any portion of the Site or any structure thereon.
10. Return of Site of Good Condition; Penalty for Breach. At the end of the License Period, LICENSEE shall vacate and yield possession of the Site to LICENSOR in good order and in the same condition as at the beginning of the License Period. LICENSEE shall remove all goods, equipment, signage, or personal property brought on to the Site by or at the direction of LICENSEE by the end of the License Period. Failure to comply with this Section shall be considered a breach of this Agreement and an unpermitted use, and in such event LICENSEE shall pay LICENSOR as an additional fee, for each day or portion thereof that such possession continues or that trash, goods, equipment and personal property remain on the Site, a service fee of one thousand two hundred dollars ($1,200.00) per day or portion thereof, together with any and all actual costs associated with restoring the Site to its original condition. In addition, the LICENSOR is authorized to remove from the Site, at LICENSEE's expense, all such goods, equipment, signage, and personal property and LICENSOR shall not be liable for any damages or loss to such goods, equipment, signage, and personal property associated with its removal from the Site following expiration of the License Period. Nothing hereunder shall prohibit LICENSOR from pursuing an action against LICENSEE in any suit for possession of the Site and to obtain a Writ of Possession for the Site from the court.
11. Damage.  Should any damage occur to Site, the stage, tables, chairs or other improvements or furnishings located at Site and owned by Licensor, during the period of the License (provided that such damage is proximately caused by LICENSEE or LICENSEE’s employees or invitees),  LICENSEE shall be responsible for immediately repairing or otherwise curing said damage, or replacing the stage, tables, chairs or other improvements or furnishings, as applicable.   If said damage is not cured, repaired or replaced within 48 hours, LICENSOR shall arrange for cure, repair or replacement, in which case LICENSEE shall be responsible for paying any and all costs associated with returning Site, stage, tables, chairs or other improvements or furnishings, as applicable, to their original condition.  In addition to the actual costs to restore the Site, the stage, tables, chairs or other improvements or furnishings, as applicable, to their original condition, an administrative fee equal to twenty percent (20%) of such costs shall be assessed to LICENSEE.

**2. Fees**. In consideration for the rights and privileges provided herein, LICENSEE agrees to pay LICENSOR in accordance with the terms set forth in **Exhibit C**.

**3. Force Majeure**. Neither party hereto shall be deemed in breach of its obligations hereunder if performance thereof is delayed or becomes impossible or impractical by reason of any cause beyond such party’s reasonable control, including, without limitation, act of God, civil unrest, epidemic, or act or order of any governmental authority (each a “Force Majeure Event”). In the event of Force Majeure, or if a local or national government cancels the event due to public safety reasons, all funds paid by LICENSEE shall be refunded no later than (30) thirty days after receipt of notice of Force Majeure.

In such event and at LICENSEE’s request, the LICENSOR agrees to make reasonable efforts to reschedule the Event to a different date to be rebooked within the fiscal year (September 30th, 2016), in which case LICENSEE shall not be entitled to any refund.

**4. Insurance**.

1. Liability by LICENSEE. LICENSEE shall secure and maintain throughout the entire Event, at its sole cost and from insurance companies authorized to provide insurance in the District of Columbia, the following insurance for the Event:
	* 1. General Liability Insurance. Comprehensive General Liability insurance with limits of liability not less than $2,000,000 per occurrence and in the aggregate for bodily injury (including death) and property damage resulting from LICENSEE’s acts, omissions or negligence. Insurance shall include coverage for premises/operations, products/completed operation, and contractual liability.

* + 1. Workers Compensation Insurance. Worker’s compensation insurance for its employees, in accordance with the statutory requirements of the state or foreign jurisdiction having authority.
		2. Employer’s Liability Insurance. Employer’s Liability insurance with limits not less than $500,000 each accident, $500,000 each incident for disease, and $500,000 policy limit for disease.
		3. Owned, Non-Owned/Hired Auto Insurance. Comprehensive automobile liability coverage for all owned, non-owned, and hired vehicles with bodily injury limits of no less than One Million Dollars ($1,000,000) per person, One Million Dollars ($1,000,00) per accident and property damage limits of no less than One Million Dollars ($1,000,000) per accident or $1,000,000 single limit.
		4. Liquor Liability/Dram Shop Insurance. If alcohol is to be served during the event, liquor liability insurance coverage having a minimum policy limit of Two Million Dollars ($2,000,000) each occurrence.

All insurance policies required under this agreement (except Worker’s Compensation & Employer’s Liability) shall name the parties listed in **Exhibit E** as additional insured and shall be primary coverage for the additional insured for liabilities arising from the activities of the LICENSEE under this agreement.

LICENSEE shall require all vendors and subcontractors to provide at least the same insurance as required in this Agreement (and such additional insurance as may be reasonably requested by LICENSOR), to have LICENSOR, and parties in **Exhibit E** named additional insured on all liability insurance policies and to provide that the required coverage will be primary for the additional insured for all liabilities arising out of the activities of the vendor or subcontractor under this Agreement.

LICENSEE shall provide LICENSOR with certificates of insurance evidencing the coverage described above not later than thirty (30) days prior to the Event. Failure to provide said proof of insurance shall be grounds for termination of this Agreement. LICENSOR’s failure to request, review or object to the terms of such certificates shall not be deemed a waiver of LICENSEE’s obligations or LICENSOR’s rights hereunder. LICENSOR shall not be responsible for providing insurance coverage to employees or invitees of LICENSEE at the Event, or LICENSEE’s merchandise or equipment, nor will LICENSOR be responsible for any liability for loss or damage incurred by LICENSEE due to events that may be deemed a Force Majeure Event.

All insurance required under this Section shall be issued by insurance companies rated at least “A- VII” by AM Best or shall otherwise be acceptable to LICENSOR and shall contain agreements by the insurers that such policies shall not be cancelled or materially modified except upon thirty (30) days’ prior written notice to LICENSOR. LICENSEE shall immediately notify LICENSOR of such cancellation or material modification of the insurance coverage.

LICENSEE shall not conduct or permit to be conducted any activity, or place any equipment or property, in or about the Site that will increase in any way the rate of All Risk Property insurance or other insurance on the Site. If any increase in the rate of All Risk Property insurance or other insurance on the Site is determined by the applicable Insurance Rating Bureau or by any insurance company providing coverage for the Site to be due to LICENSEE’S (or its employees’, agents’, or contractors’) activity, equipment or property in or about the Site, said statement shall be conclusive evidence that the increase in such rate is due to such activity, equipment or property and, as a result thereof, LICENSEE shall be liable for such increase. Any such rate increase and related costs incurred by LICENSOR shall be payable immediately by LICENSEE to LICENSOR upon LICENSOR’S delivery of a written statement of the rate increase and costs.

LICENSEE is not permitted to bring any hazardous material onto the Site or in any way contribute to or cause environmental contamination at or from the Site.

LICENSOR agrees to notify LICENSEE within 48 hours of any incident or claim that would give rise to a claim against LICENSEE’s insurance.

1. Cancellation Insurance. Each party acknowledges the risk that the Event may be canceled due to a Force Majeure Event. Accordingly, each party will be solely responsible for determining whether to obtain its own so-called “cancellation” insurance and under no circumstance will LICENSOR’s policy (if any) cover or reimburse LICENSEE for any costs or expenses, or “lost profits” resulting from the cancellation of the Event for any reason whatsoever. In such event, the party obtaining such insurance will pay all costs in connection therewith and will retain all proceeds resulting there from.

**5. Cancellation of the Event**.

If for any reason the Event is cancelled by LICENSEE or not held by LICENSEE (other than a Force Majeure Event), the Parties agree as follows:

1. If the Event is cancelled more than (7) days prior to the commencement of the License Period, LICENSOR shall retain the portion of the Fee paid by LICENSEE as of the date of cancellation as a penalty.
2. If the Event is Cancelled less that (7) days in advance, LICENSOR shall retain full event Fee paid by LICENSEE as penalty.

**6. Indemnification**. LICENSEE shall indemnify, defend (with counsel acceptable to LICENSOR), and hold harmless LICENSOR, the Capitol Riverfront Business Improvement District, the District of Columbia, Canal Park, Inc., and the parties listed in **Exhibit E** (collectively, “Indemnitees”) from and against any and all losses, damages, costs, expenses, claims, and other liabilities arising out of LICENSEE’S negligence or intentional acts or omissions of authority or its agents, employees or representatives. This indemnification shall not extend to any claims arising from the negligence or intentional acts of LICENSOR or its agents, employees, or representatives. LICENSEE shall be responsible for any expenses incurred or suffered by the Indemnities to repair any damages related to the activities of LICENSEE or its employees, contractors, agents, and licensees under this Agreement. Property or personal effects stored or placed by LICENSEE, and its employees, agents, or contractors, and/or the public in or about the Site shall be at LICENSEE's sole risk, and no Indemnitee shall in any manner be held responsible therefore. LICENSEE hereby waives and releases all claims against the Indemnitees with respect to all matters for which the Indemnitees have disclaimed liability hereunder, including, without limitation, any and all liability for injury to LICENSEE, its employees, agents, and the public.

**7. Default.** LICENSEE shall be in default of this Agreement if, before or during the License Period, any of the following (hereinafter collectively referred to as “Events of Default”) should occur: (i) LICENSEE fails for any reason to take possession of and use the Site at the commencement of the License Period; (ii) LICENSEE fails to pay any amounts due LICENSOR under this Agreement; (iii) LICENSEE fails to perform or observe any provision, term or condition of this Agreement; (iv) LICENSEE violates in any material respect any applicable laws, rules or regulations during the License Period; (iv) LICENSEE attempts to assign the Agreement or its rights hereunder without the prior written consent of LICENSOR in its sole and absolute discretion; (v) LICENSEE files, or acquiesces in a petition for (in any court), bankruptcy, reorganization, insolvency or similar proceedings; or (vi) LICENSEE ceases doing business.

Should LICENSEE default hereunder, then LICENSOR may, if LICENSEE fails to cure such default within two (2) business days after receiving written notice thereof from LICENSOR: (i) terminate this Agreement (whereupon the license granted hereunder shall automatically terminate) and enter the Site and remove, by force and/or other means (in its sole and absolute discretion), all persons and property, and LICENSEE hereby waives service of notice of intention to re-enter and any right of redemption in the event LICENSEE shall be dispossessed by judgment or warrant of any court or judge or by other means; (ii) at its option, re-license the Site or any part thereof, for whatever compensation or fee LICENSOR may obtain, and LICENSOR shall have the right to keep all deposits or payments as liquidated damages; (iii) refuse entry to LICENSEE and its employees, agents, contractors, licensees, and Event patrons, (iv) refuse to commence, or to continue, the performance of LICENSOR’s obligations under this Agreement; (v) declare the entire License Fee for the License Period due and payable and LICENSEE shall pay the full amount of the License Fee due under this Agreement together with all other reasonable costs, expenses and damages incurred by LICENSOR as a result of the breach of this Agreement; and/or (vi) seek other remedies available at law or equity. The use of any partial or single remedy shall not prevent LICENSOR from using any other remedy.

**8. Termination to Protect Public Safety or Property.** Notwithstanding anything any other provision hereunder, if LICENSOR reasonably determines that it is in the public interest (including, but not limited to, compelling interest to protect public safety and/or to prevent damage to the Site) to terminate immediately this Agreement, it shall have the right to terminate this Agreement, rescind the License, and evacuate the Site without any notice to LICENSEE whatsoever. LICENSEE shall be entitled to a pro rata refund of the License Fee. If LICENSOR fails to give LICENSEE possession of the Site at the commencement of the License Period due to a Force Majeure, to protect public safety, or to prevent damage to the Site, as described above, LICENSOR shall not be subject to any liability for such failure to give possession.

**9. Joint Venture/Partnership Disclaimer**. The parties hereby acknowledge that it is not their intention to create between themselves a partnership, joint venture, fiduciary or employment or agency relationship for purposes of this Agreement, or for any other purposes whatsoever. Accordingly, notwithstanding any expressions or provisions contained herein or in any other document executed or delivered, or to be executed or delivered, nothing herein shall be construed or deemed to create, or to express an intent to create a partnership, joint venture, fiduciary or employment or agency relationship for purposes of this Agreement of any kind or nature whatsoever between the parties hereto.

**10. Disclaimer**. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, LICENSOR MAKES NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY NATURE, EXPRESS OR IMPLIED, RESPECTING THE SITE INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS RESPECTING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. LICENSEE ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE BY LICENSOR RESPECTING THE SITE, AND THAT IT HAS NOT RELIED ON ANY REPRESENTATION NOT INCLUDED IN THIS AGREEMENT.

**11. Limitation of Liability**. Each party SHALL NOT BE LIABLE to the other INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOST GOODWILL OR LOST BUSINESS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS CONTAINED IN THIS PARAGRAPH WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY.

**12. Choice of Law & Venue**. This Agreement is entered into in the District of Columbia and will be construed in accordance with the laws of the District of Columbia without giving effect to its choice of law principles. All disputes arising hereunder, wherever derived, shall be resolved by a court of competent jurisdiction in the District of Columbia.

**13. Additional Representations & Warranties**.

1. Each party represents and warrants that it (i) is authorized and has the requisite power to enter into this Agreement and to perform all of its obligations hereunder, (ii) will perform all of its obligations hereunder, (iii) is not, and will not be subject to any obligation, disability or restriction which will or might prevent it from fully complying with its obligations hereunder, (iv) has not granted, and will not grant, any rights inconsistent herewith to any third person or entity, and (v) will not do, nor authorize any person or entity to do, anything inconsistent with the undertakings herein or which might diminish or impair the other party’s rights hereunder.
2. Each of the undersigned warrant and represent that they are authorized and have the power to execute this Agreement on behalf of the party for whom they have signed and that they are of legal age to do so.
3. LICENSEE warrants that it has obtained or will obtain, prior to use of Site, all governmental and other permits and licenses necessary for stated use of the Site.

**14. Entire Agreement**. This Agreement, together with any other contract(s), if any, to which this Agreement is attached and all **Exhibits** hereto, constitutes the entire agreement between the parties respecting the subject matter hereof and supersedes all prior proposals, agreements, negotiations, representations, writings and all other communications, whether written or oral, between the parties. No modification or waiver of any provision of this Agreement shall be effective unless made in writing and signed by an authorized representative of both parties.

**15. Severability**. If any provision of this Agreement is determined to be invalid and unenforceable, that provision shall be deemed severed from the remainder of the Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

**16. Counterparts**. This Agreement may be executed in counterparts.

**17. Survival**. The warranties, representations, indemnities, insurance provisions, and confidentiality/non-disclosure provisions setforth herein shall survive the expiration or earlier termination of the License Period.

**18. Headings**. The headings used throughout this instrument have been used for convenience only and do not constitute matter to be considered in interpreting this Agreement.

**19. Assignment**. LICENSEE shall not have the right to assign, sublicense or otherwise transfer or delegate any of its rights or obligations hereunder without the prior written consent of LICENSOR. Any unauthorized assignment shall be null and void and of no effect.

**20. Notices**. Except as expressly provided herein to the contrary, all notices required in connection with this Agreement will be in writing and sent by certified mail, return receipt requested, to the parties at the respective addresses as follows:

|  |  |
| --- | --- |
| If to LICENSORDan MelmanVice President of Parks and Public RealmCapitol Riverfront BID1100 New Jersey Ave, SESuite 1010Washington, DC 20003dan@capitolriverfront.org202.465.7091; 202.841.83553 | If to LICENSEEBeatrice WilliarChild & Family Services Agency200 I Street SEWashington, DC 20003beatrice.williar@dc.gov |
|  |  |

**21.**  **Legal Costs**.  In the event LICENSOR incurs legal fees as a result of LICENSEE's negotiation of any provisions of this Agreement, the Fee payable by LICENSEE shall increase by an amount equal to the lesser of LICENSOR's actual legal fees, or $1000.

**22.** **Confidentiality/Nondisclosure**. The LicensoR agrees that all information provided to it by Licensee in connection with the Event which is not already public information (e.g. company finances, fees, performers, etc.) will be held in confidence by Licensor and its employees. The Licensee agrees that all information provided to it by Licensor in connection with the Event which is not already public information (e.g. company procedures, fee schedules, etc.) will be held in confidence by Licensee and its employees. This confidentiality/nondisclosure provision shall survive the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, the Parties may (A) share information on a need-to-know basis with its company officials, accountants and consultants, and (B) make disclosure as required by government officials, applicable law or court order. Each party hereby agrees that it will not issue any press releases regarding the Event contemplated herein without the prior consultation and approval of the other party.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

**For: Child and Family Services Agency** **(LICENSEE):**

|  |  |  |
| --- | --- | --- |
| By:  |  | Date: |
| Signature |  |  |
| Beatrice Williar |  |  |
|  |  |  |

## For: Capitol Riverfront BID (LICENSOR):

|  |  |  |
| --- | --- | --- |
| By:  |  | Date: |
| Signature |  |  |
|  |  |  |
| Dan MelmanVice-President of Parks and the Public Realm |  |  |

SCHEDULE OF EXHIBITS

Exhibit A – Site Diagram

Exhibit B – Name/Description of Event

Exhibit C – Required Items – Event Logistics

Exhibit D – Fee Schedule

Exhibit E – Media & Signage Descriptions

Exhibit F – Certificate of Insurance Coverage & Additional Insured Parties

Exhibit G – Media Guidelines

Exhibit H – Park Event Rules & Procedures

**EXHIBIT A**

**DIAGRAM OF EVENT SITE**

**Canal Park Middle Block Rental Area**

|  |  |
| --- | --- |
| C:\Users\lgore\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Word\Canal Park Rental Area - North Block.jpg | Street closures and parking spaces surrounding the block are not under the control of Canal Park. Nationals Home Game parking regulations / restrictions may also be in effect.The rental area is adjacent to a residential structure and LICENSEE shall advise all contractors of this fact to conform with noise restrictions on the site.NO SMOKING in the park. Licensor shall inform all contractors.NO VEHICLES allowed anywhere inside the park. Parking spaces along the middle and north block may be reserved through DC DOT.All signage locations must be approved by LICENSOR at least 15 days prior to the event. |

**EXHIBIT B**

**NAME / DESCRIPTION OF EVENT**

Name of Event: **Together We Rise Clothing Tour**

Event Description: Clothing tour that will provide foster children in several different cities across the United States the opportunity to come & pick out brand new clothing. Children 12 and older are the focus of this event. Together We Rise is a non-profit organization dedicated to improving the lives of foster children across America.

Event Date Thursday, July 28th, 2016

Event Time (not including Load-In/Load Out) 12:00 pm – 3:00 pm

Estimated attendance: 200 over the course of the event

Event signage description for day of Event (directional, display, sandwichboard/yard signs/etc.): TBD

|  |  |
| --- | --- |
| Required Specifications: |  |
| Open to the Public: | Yes \_\_\_\_ / No\_\_\_\_ |
| Tickets required: | Yes \_\_\_\_ / No\_\_\_\_ |
| Adult only (21+ event): | Yes \_\_\_\_ / No\_\_\_\_ |
| Food/beverages to be provided/sold: | Yes \_\_\_\_ / No\_\_\_\_ |
| - If so, how many vendors (if any) will use propane? \_\_\_\_ (Licensee must provide copy of applicable permits. See Exhibit C.) |  |
| Alcoholic beverages to be provided/sold: | Yes \_\_\_\_ / No\_\_\_\_ |
| (Licensee must provide proof of applicable permits. See Exhibit C.) |  |
| - If so, is unlimited pour included in entrance fee? | Yes \_\_\_\_ / No\_\_\_\_ |
| Erecting tents / structures: | Yes \_\_\_\_ / No\_\_\_\_ |
| (Licensee must provide proof of applicable permits. See Exhibit C.) |  |
| Amplifiers/ entertainment systems: | Yes \_\_\_\_ / No\_\_\_\_ |
| (Decibel level cannot exceed 78 at perimeter of event.) |  |

**EXHIBIT C**

**FEE SCHEDULE**

**-- Confidential –**

EVENT DATE(S) Thursday, July 28th, 2016

|  |  |  |
| --- | --- | --- |
| RATE | $2,500 | 1-Day Rental, Public, No Alcohol |
|  | ($2,500) | DC Government Agency Use |
|  |  |  |
|  | $ 0 | Balance |
|  |  |  |

*For Canal Park North Block (See* ***Exhibit A****)*

|  |  |
| --- | --- |
| All Fees payable to: | Capitol Riverfront BID1100 New Jersey Avenue, SESuite 1010Washington, DC 20003 |

**Schedule of Payment**

|  |  |
| --- | --- |
| Total Fee: | $ 0  |

Licensee shall provide three ‘all access’ or ‘event staff’ passes for Canal Park management to be able to monitor event and, at the discretion of Canal Park management, be available at beginning and end of event.

With a Capitol Riverfront sponsorship, we request a standard 10x10 space for our table and tent.

**EXHIBIT D**

**REQUIRED ITEMS – EVENT LOGISTICS**

We MUST receive proof of these items *at least 30 days prior* to your event.

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| **On-site Coordinator Contact**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mobile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Proofs of signage/graphics** to be used in promotions and onsite. |
| **Trash Management** – BID Clean & Safe Required. 1x100 guests, 6+ over 500 guests. Includes trash management & hauling away. 2 crew x 4 hour minimum at $28.15 per crew member per hour. Estimated # of Clean & Safe Team Members Needed: \_\_\_\_\_\_\_\_\_\_\_ |
| **Portable Restrooms -** 1x150 guests, plus acceptable number of ADA units.Estimated number of required restrooms: \_\_\_\_\_\_\_\_\_\_\_Preferred vendor: Gotta Go Now (see Important Contacts in Exhibit H) |
| **Certificate of Insurance.** See License Agreement Section 4 and Exhibit F for details. |
| **Site Plan.** Our team will provide a clean map of the event space to clearly draw a full site plan. This must include the following: placement of generators, fencing, propane tanks (if any), activities, and tents. Tents must also include dimensions and placement of tent weights. |
| **Production Schedule.** At least 15 days prior to the event, a full schedule from start of load-in to end of load-out, including delivery times, staff & vendor arrival times, any setup, etc. |
| **Security Guards.** 1 if alcohol is served, OR 1x100 guests, OR at perimeter checkpoints for 500+ guests.Security Guard Vendor: LGC Security or other \_\_\_\_\_\_\_\_\_\_\_ (Other vendors subject to Canal Park approval) See Important Contacts in Exhibit H. Estimated number of required Security guards: \_\_\_\_\_\_\_ |
| **Off Duty Police.** Required for unlimited alcohol pour events of any size. For 2000+ guests, we require two off-duty uniformed officers on the outside perimeter of the event space from 1 hour prior to event start to 1 hour after end of event to help control crowd exit. Contact Laverne Stewart at DCRA (see Important Contacts, Exhibit H) for most up-to-date contact at the Metropolitan Police Department. |

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| --- |
| **Emergency Medical Technician.** For events of more than 500 guests or any event with alcohol, an EMT may be required. |
| **For events with alcohol** - ABRA Temporary Permit for duration of event, OR a vendor’s proof of off-site catering/DC ABC license. This permit must be applied for and granted at DC Government’s ABRA office. Our team will provide more details and letters of support upon receiving this contract signed.For events with alcohol and/or private/ticketed entry – Fencing. Required for your secure event perimeter and/or ABRA perimeter. On your Site Plan, we require specific fencing location, including entrance/exit points, fence height, and locations of emergency exits. |
| **You will be responsible for verifying that your vendors will have the appropriate business license certificates to vend in the District and to comply with any directives of the Office of Taxation and Revenue. You will be responsible for verifying that any vendors using propane will have obtained the necessary permits from the fire marshal. We request copies of the propane permits be provided to us.** |

*Exact details will be discussed/ approved by Canal Park event management team.*

**EXHIBIT E**

**MEDIA AND SIGNAGE DESCRIPTION**

Proof of signs to be reviewed by Licensor 10 days prior to event.

Event signage on day of event as described in application.

If a sponsorship has been negotiated, we will advise you on the appropriate use of our logo, social media queues, required shout-outs in social media, stage presence, tent placement and other guidelines.

**EXHIBIT F**

**CERTIFICATE OF INSURANCE COVERAGE & ADDITIONAL INSURED PARTIES**

**Insurance**

1. Licensee must provide a comprehensive general liability policy with a minimum of $2 million per occurrence bodily injury, property damage and contractual liability.
2. Licensee must provide comprehensive automobile liability coverage for all owned, non-owned and hired vehicles with bodily injury limits of no less than $1 million per person, $1 million per accident and property damage of no less than $1 million per accident.
3. Licensee, if applicable, must provide worker’s compensation coverage as required by the District of Columbia law and employer’s liability insurance in the amount of $500,000.
4. For events that will serve alcohol, Licensee must provide Dram Shop Insurance having a minimum policy of $2 million.
5. Licensee shall provide Licensor with certificates evidencing such insurance, except for worker’s compensation coverage. The contract documents will include the current list of additional insured, whom will need to be named in the certificates.

Any and all vendors, sponsors, and corporations or entities associated with the event, including their parent, related, and affiliate companies, and their officers, directors, employees, agents, representatives, successors, and assigns shall be bound by this provision.

Initial: \_\_\_\_\_\_\_\_\_

**Please include all of the following exactly as written below as Additional Insured on your Certificate of Insurance (see License Agreement Section 4).**

Canal Park, Inc.

1100 New Jersey Ave, SE

*Suite 1000*

Washington, DC 20003

Canal Park Development Association

C/o WC Smith

1100 New Jersey Ave., SE

Washington DC 20003

Capitol Riverfront Business Improvement District

1100 New Jersey Ave, SE

Suite 1010

Washington, DC 20003

WC Smith

1100 New Jersey Ave, SE

Suite 1000

Washington DC 20003

District of Columbia

c/o Capitol Riverfront BID

1100 New Jersey Avenue SE, Suite 1010

Washington, DC, 20003

**EXHIBIT G**

**MEDIA GUIDELINES**

Particularly if your pricing in Exhibit C includes a branding concession - please use Capitol Riverfront as a description for the overall neighborhood, rather than Navy Yard, Ballpark District, or any other descriptor.

**The Capitol Riverfront** is a 500-acre neighborhood in Southeast DC situated between

I -395 and the Anacostia River. Located just five blocks south of the U.S. Capitol Building, the Capitol Riverfront is leading the way in green cultural attractions and innovation, pairing the extraordinary advantages of riverfront city living with access to what matters: parks and trails, sports and entertainment, great restaurants, exceptional value, and proximity to Capitol Hill.

www.capitolriverfront.org



|  |  |
| --- | --- |
| All Social Media:  | #capitolriverfront |
| Facebook: | @CapitolRiverfrontBID |
| Twitter: | @CapitolRvrFront |
| Instagram: | @capitolriverfront |
| Hashtag | #CapRiv |

##### **Canal Park** is a stunning new public park on the site of the historic Washington Canal in the heart of DC's Capitol Riverfront neighborhood. With its dancing fountains in summer, vibrant ice rink in winter, and LEED Gold-certified water reuse systems, Canal Park is a sustainable and green neighborhood gathering place, and a destination for the entire city. In 2015, Canal Park was named among six finalists in the Urban Land Institute's (ULI) Urban Open Space Award competition. This annual contest recognizes successful, large- and small-scale public spaces that have socially and economically enriched their surrounding communities.

www.canalparkdc.org



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| --- | --- |
| All Social Media:  | #CanalParkDC |
| Facebook: | @Canal Park DC |
| Twitter: | @CanalParkDC |
| Instagram: | @canalparkdc |

**EXHIBIT H**

**PARK EVENT RULES & PROCEDURES**

**Security**

Licensed, bonded and insured security is required for all evening events and at any event where alcohol is served. Should your event require security, Licensee is requested to use LGC Security (202‐460‐8498). Other security firms will be considered on a case by case basis. Events with more than 100 guests or any events serving alcohol require at least one security guard at each access point. Security guards must be unarmed.

For the protection of the park itself, we may require off-duty, uniformed police officers/security officers. Licensee is responsible for the actions of its guests. If a problem arises at a special event that places the guests, the staff, the park or the public in danger, Canal Park LLC has the authority to terminate the event without refund of user fee. Licensee may be required to barricade the perimeter of the event space for security and safety purposes. For ticketed events and events serving alcohol, the park must be secured with a combination of barricades and fencing provided and set up by the Licensee or their contractor.

Initial: \_\_\_\_\_\_\_\_\_

**Permits**

In 2011, Canal Park received a Mayor’s Special Executive Order designating the park as event space. Because of this, events being held in the park no longer need to have a Special Event License issued by DCRA. However, licensee still must obtain permits for tents 10x10 and larger, generators of a certain size, fencing, and staging of a certain size, use of propane, Serve safe/DC Food Handler as required by DCRA. Licensee must submit a site plan, all schematics of structures for permits and any other necessary documents to DCRA. Licensee is responsible for obtaining all permits and is encouraged to start the process as early as possible. If there are questions, please contact LaVerne Stewart at DCRA at LaVerne.Stewart@dc.gov or at 202-439-2760. Please note that DCRA may require additional signatures from other agencies to complete your application.

**Clean Up/Trash Removal**

Arrangements must be made for the removal of all trash and debris during the license period. The site and surrounding area must be free and clear of any and all trash and debris at the time the license period ends. Failure to properly remove trash can result in an additional fee. The Capitol Riverfront Business Improvement District Clean & Safe team members can be hired **at least 30 days prior** to the event for clean up services during and after the event. Eventsrequire 1 clean and safe crew member to every 100 guests, and events over 500 guests require at least 6 or more. The final number will be determined by Canal Park Events Team.

Initial: \_\_\_\_\_\_\_\_\_

**Restrooms**

There are no permanent restroom facilities in the park. Licensee is required to rent portable toilets for all events lasting more than four (4) hours and/or involving alcohol. Toilets must be provided at

a rate of 1 per 100 people. Delivery and placement must be coordinated with Canal Park Events Team at least 7 days prior to the event as part of the load-in/load-out schedule. There are portable restrooms in Canal Park during the spring, summer and fall seasons which are open to the public and available to small events or can be cleaned again for an event service fee.

Initial: \_\_\_\_\_\_\_\_\_

**Additional Regulations**

**Accessibility**

Canal Park is ADA-accessible. Canal Park’s boardwalk is part of a 16 -mile Riverwalk Trail. The gate to the Navy Yard on the east side of the park is usually open from sunrise until 2 hours after sunset unless otherwise notified.

Events in the park must allow access to the park for the public.

**Alcohol**

The sale and/or consumption of alcohol is allowed on the site for events only if the caterer has a caterer’s license to serve alcohol or if a 1-day ABRA permit is obtained. Licensee, at its sole cost and expense, shall be responsible for obtaining any and all licenses required. A copy of the license must be provided to the Capitol Riverfront BID 7 days before the event and another copy kept on-site during the event. No service by or to anyone under 21 years of age is permitted. **Licensee and caterer must assume all liability with respect to alcohol** **consumption and law.** Security officers must be hired for the event if alcohol is served. Oneguard for each access point to the event over 100 guests. **All alcohol sales/service must end** **at least 15 minutes prior to event end time**.

Initial: \_\_\_\_\_\_\_\_\_

**Electricity**

Minimum electrical power is provided with outlets throughout the park (majority 120 voltage and some 220 voltage). If you require more power than what is available, please have your vendors bring in generators for additional power source needs, for which a DCRA permit may be required. We cannot guarantee power will be accessible during your event.

**Hours**

All events from April through September must conclude by 8:50 pm on weekdays (Monday, Tuesday, Wednesday, Thursday, Sunday) and by 9:50 pm on weekends (Friday, Saturday) with load out concluding by 11:00pm (weekday) or 12:00am (weekend). All events from October through March must conclude by 7:00pm on weekdays (Monday, Tuesday, Wednesday, Thursday, Sunday) and by 8:00pm on weekends (Friday, Saturday) with load out concluding by 9:00pm (weekday) or 10:00pm (weekend). Canal Park reserves the right to modify these hours depending on your event scope. Under no circumstances shall events extend beyond 10:00 PM.

**Load-in/Load-out** No cars or trucks are allowed in the park, even for load-in/load-out. Vehiclesmust be temporarily parked at Water St, SE or the gravel 4th St, SE extension. A load-in/load-out schedule must be approved by Canal Park Events Team at least 14 days prior to the event taking place.

Initial: \_\_\_\_\_\_\_\_\_

**Parking**

There is **NO** parking in Canal Park. There are three nearby pay to park lots - Lot L adjacent to the north boarder of Canal Park, and Lot H/I on Tingey Street and Lot F, also on Tingey Street. If Licensee wants to set up a parking plan for an event, Licensee must contact Forest City Washington who oversees the two parking lots. Please contact Essex Long at Essex.Long@abm.com or 202-484-0325. If you do choose to park, it is at the risk of the Licensee.

Initial: \_\_\_\_\_\_\_\_\_

**Signage**

All signage being used for an event in the park must be submitted in the license agreement prior to the event and approved by Canal Park Events Team. Licensee is required to set up there own signage and remove at the conclusion of the event.

**Site Map**

A site map must be submitted to Canal Park Events Team for review at least 7 days prior to your event. The map must include locations of tents, tables, portable restrooms, fencing, stages and any other setup. Failure to submit a site map can result in termination of the event without a refund.

Initial: \_\_\_\_\_\_\_\_\_

**Sound**

Noise levels must be controlled within the rules, regulations, ordinances and laws of the District of Columbia. Canal Park is a family friendly park; no profanity in music is allowed. Failure to comply may results in applicable fines and/or immediate termination of event without refund. Canal Park staff will monitor the noise level of the music and can terminate an event if it does not comply with District laws. The sound level must be 78 decibels or lower at the Water Street, SE northern boundary of the park. Music is not allowed after 10 pm. Events are encouraged to face speakers away from nearby residential buildings and restaurants. Canal Park Events Team will work with the event coordinator to determine the best set up.

Initial: \_\_\_\_\_\_\_\_\_

**Vending**

If anything is sold at the event, the event or its vendors must register with the Office of Tax and Revenue and pay all applicable sales tax as determined by OTR. For more information, visit http://otr.cfo.dc.gov/. Any and all vendors must also have a license to vend in the District of Columbia. No open flames or charcoal grills are allowed in any event space. If any vendor uses propane to power their equipment, they must obtain a permit from the District of Columbia Fire Marshal.

**Water**

Water hookups are available at the park for filling of water barrels, etc. Licensee is responsible for coordinating with Canal Park Events Team and bringing their own hoses (regular garden hoses) and transporting the water, if necessary. Canal Park will provide the connection for the hose to the hookup, if arranged 7 days prior to the event. Permit from DC Water may be required if using water from a public fire hydrant.

**Weather**

If an event is rescheduled at least 24 hours in advance due to threat of severe weather, Canal Park Events Team will assist in finding an alternate date to reschedule. There may be additional charges involved due to equipment and staffing needs. This will be detailed in the License Agreement.

(more)

**Park Rules**

Events must abide by the posted park rules. No event can close the entire park to the public; a portion of the park must always be open for public use. Rules and regulations are also listed on the website at www.canalparkdc.org/plan/rules-and-regulations.

Park Guidelines Prohibit:

* Inappropriate or threatening behavior
* Drug & alcohol use
* Grilling or Barbecuing
* **Smoking (Please inform all vendors for your event.)** – Initial \_\_\_\_\_\_\_\_\_
* Skateboarding or roller blading
* Bike riding; please dismount from your bike
* Camping or sleeping overnight
* Entering flower beds or picking flowers
* Using more than one seat on a bench designed for sharing
* Letting your dog off-leash except in the dog run; clean up required
* Organized sports without approval from the Capitol Riverfront BID
* Sitting or standing on the railings
* Laying plastic tarp or fabric on the lawn
* Feeding pigeons and animals
* Rummaging in trash receptacles
* Amplified music except by permit
* Performances or commercial activity except by permit
* Obstructing park entrances

Water Feature Rules:

* No life guard on duty; use fountains and water scrims at own risk
* No running around water features
* No animals, food, drink or glass allowed in the water features
* Children under 12 years old must have adult supervision
* No diapers allowed
* Clothing/swimsuits required
* Do not enter the water features during severe weather, heavy rain or when thunder and lightning can be seen/heard
* No night use allowed
* Dial 911 for emergencies
* Water source for water features is chlorinated DC water but is not intended for consumption.
* Water features are subject to periodic maintenance and repair.

**Important Contacts**

**DCRA (Tents, Equipment Permits, Special Events)**

LaVerne Stewart LaVerne.Stewart@dc.gov 202-439-2760

**Office of Tax & Revenue (Vending)**

http://otr.cfo.dc.gov/

**LGC Security**

Traveon Smith traveon@lgcsecurity.com 202-460-8498

**MPD 1st District**

Commander Robert J. Contee, III

Robert.Contee@dc.gov

202-299-2037

**Capitol Riverfront Director of Parks**

Otis Williams Otis@capitolriverfront.org 202-527-3295

**Canal Park Events Team**

Lyndsey Gore

Lyndsey@capitolriverfront.org

202-465-7080

I have read the above guidelines and agree to follow all requirements set forth by Canal Park, Inc.

|  |  |  |
| --- | --- | --- |
| Signature |  | Date |