

**GOVERNMENT OF THE DISTRICT OF  
COLUMBIA  
DEPARTMENT OF GENERAL  
SERVICES**

**Addendum**

**Standard Terms and Conditions for  
License  
Agreement**

1. **License Agreement.** Subject to the terms and conditions of this License, during the Term of this License and continuing until the Expiration Date, the Licensee, and its employees, principals, representatives, consultants, contractors, invitees, participants, or other agents (“Agents”) shall have the right, at their sole risk and expense, to enter upon the Property during the Licensed Term to conduct the Licensed Use. Upon termination or expiration of this License, Licensee shall immediately restore the Property to its condition at the commencement of this License, including but not limited to, removing of all trash, equipment and debris. This License shall be posted in a conspicuous manner on the site for the entire time allotted above.

2. **Prohibited Uses:** During the term of this License, the Licensee shall be prohibited from and assumes the liability for itself and its Agents conducting the following activities on the Property. Violation of any provision of this Section 2 by Licensee or its Agents shall result in the immediate revocation of this License without prior notice.

- a. digging, scraping and/or excavating on the Property;
- b. lead inspections and asbestos testing;
- c. constructing any structure on the Property, making any alterations to the Property or implementing any improvements on the Property, except as specifically authorized by this License;
- d. any activity deemed to be illegal under the laws of the District of Columbia;
- e. exchanging of monies or funds on the Property, except in connection with activities authorized by this License;
- f. conducting any form of a political activity on the Property;

- g. consuming alcoholic beverages on the Property;
- h. using of illegal substances or items such as explosives, firecrackers, firearms, or weapons on the Property;
- i. Licensing any hazardous material to be brought upon, kept, used in or about the Property;
- j. kindling, burning, maintaining, or using fire in any place, portable receptacle, or grill;
- k. lighting campfires on the Property;
- l. leaving, throwing away, or tossing any lighted match, cigar, or cigarette, hot coals, or other flammable material within, on, near, or against any tree, building, structure, vehicle, or enclosed and open areas;
- m. engaging in disorderly behavior;
- n. spitting, urinating, or defecating on the Property, except in established locations specifically designed for such purposes;
- o. driving and/or parking vehicles on the Property, other than as authorized under this License;
- p. locating any vehicle on the Property in such a manner as to impede the flow of traffic;
- q. blocking, impeding or restricting access to the Property in any manner;
- r. and any and all activities deemed by the District and its employees, agents, and officers, including members of the Metropolitan Police Department, in their sole discretion, to be illegal or to be hazardous to persons, property, or the Property.

3. **Repairs:**

a. **Licensor Responsibilities.** Licensor shall be responsible for making capital repairs and capital improvements that arise out of the normal wear and tear of the Premises and that have not been caused by the negligence of the Licensee or its agents and guests, as determined by the District in its reasonable discretion. As used herein, “capital repair” or “capital improvement” shall mean the addition of a permanent structural improvement or system or the restoration of some aspect of the Premises that will either enhance the overall value of the Premises or increase its useful life. Otherwise, the District shall have no obligation for maintenance and repairs to the Premises. The determination as to whether a repair or

improvement is a capital repair or improvement shall be made by the District in its reasonable discretion.

(b) **Licensee’s Responsibilities.** The Licensee, at its sole cost and expense, agrees to maintain the Property in good, clean and sanitary condition and, upon expiration or earlier termination of this License, leave no trash or materials relating to its use on the Property. This responsibility includes, but is not limited to: i) maintaining the Property in a clean and orderly fashion; ii) keeping the Property reasonably free of trash and debris and ordering regular trash pickup; iii) keeping stairs, walkways and other publicly used areas free of ice, leaves and other obstructions; iv) repairing portions of the Property damaged by the Licensee or its agents and guests and v) completing all routine maintenance and repairs, including, but not limited to, clearing clogged drains and toilets; replacing light bulbs, light fixtures, faucets, stems and washers and toilet flush mechanisms; repairing and painting wall board surfaces; locks, lock mechanisms and door hardware; and replacing HVAC filters.

4. **Termination of License.** The Licensee’s right to enter the Property shall terminate upon the earlier of: (i) the Expiration Date; or (ii) the District’s termination of the Licensee’s right, such termination to be made in the sole and absolute discretion of the District upon thirty (30) days written notice to Licensee. Notwithstanding the foregoing, the Licensee’s (and its Agents’) obligations in accordance with this License shall continue until fulfilled.

5. **Protection of Persons and Property.** The Licensee shall take all necessary steps to protect all persons present at the Property and shall not cause any change to any element of the Property which might subject any person to potential injury or harmful condition.

6. **Indemnification.** The Licensee shall indemnify, hold harmless, and upon request by the District, defend the District, its officers, agents, invitees and employees ("Indemnities"), against all

damages, liability, claims, losses, and expense, including, without limitation, reasonable attorneys' fees and litigation costs, incurred by any of the Indemnities and arising out of or relating to (a) the acts or omissions of the Licensee or its Agents upon the Property during the term of this License, or (b) any breach of this License by the Licensee or its Agents. If an action or proceeding, as described herein, is instituted against any of the Indemnities, then upon written notice from the District to the Licensee, the Licensee shall, at its sole expense, resist or defend such action or proceeding by counsel approved by the District in writing, such approval not to be unreasonably withheld.

7. **Assumption of Risk.** The Licensee assumes all risk of loss, damage, or personal injury resulting from it and its Agents entry on the Property. Licensee acknowledges that the Property may exhibit a hazardous or dangerous condition to life and limb and enters the Property at its sole risk, without any recourse whatsoever against the District.

8. **Insurance.** During the term of this License, at any time when the Licensee or its Agents enter upon the Property, they shall provide the following types of insurance and comply with the requirements set forth below.

(a) **Worker’s Compensation.** A policy complying with the requirements of the District of Columbia and, if applicable, to the U.S. Longshoremen Harbor Workers’ Act, Jones Act or Admiralty laws and the Federal Employers’ Liability Act. The policy shall have not less than the following limits:

Worker’s Compensation:	Statutory
Employers’ Liability:	
Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

(b) **Commercial General Liability**

Insurance.

A Comprehensive Commercial General Liability Insurance policy issued to and covering the liability for all activities conducted in connection with this License and all obligations assumed by the Licensee under this License. Coverage shall include Completed Operations and Contractual Liability Insurance and Explosion, Collapse and Underground Coverage. The coverage under such an insurance policy or policies shall have not less than the following limits:

Bodily Injury and Property Damage Liability:  
\$1,000,000 Combined Single Limit Each Occurrence

**The District shall be named as an additional insured under the coverage for Commercial General Liability with respect to all activities under this License.**

- (c) Insurance Companies. Insurance companies providing the aforesaid coverages must be rated by A.M. Best or a comparable rating company and carry at least an "A" rating. All insurance shall be procured from insurance companies licensed and authorized to do business in the District of Columbia.
- (d) Changes in Insurance Coverage. The requisite insurance policies shall not be canceled, terminated or modified (except to increase the amount of coverage) without thirty (30) days prior written notice from the Licensee to the District. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then the District shall immediately terminate this License.
- (e) Evidence of Insurance. Evidence of the requisite insurance policies in the form of certificates of insurance shall be submitted to the District prior to the Licensee's or its Agents' entry on the Property and from time to time at the District's request.

9. **Compliance with Laws.** The Licensee, at its cost, shall perform, or cause its Agents to perform, all activities on the Property in compliance with all applicable laws and governmental

regulations.

10. **Counterparts.** This License may be executed in several counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this License by facsimile shall be sufficient for all purposes and shall be binding on any party who so executes.

11. **Not a Contract for Services.** This License is not intended nor shall it be deemed or construed as a contract for services or to bind the District to sell the Property to the Licensee. Nothing contained in this License and no future action or inaction by the District shall be deemed or construed to mean that the District has contracted with the Licensee to perform any activity on the Property. The Licensee expressly acknowledges that the District is prohibited by law from entering into contracts for services without following the procedures set forth in the Procurement Practices Reform Act of 2010, D.C. Official Code §§ 2-351.01 et seq., and all financial obligations of District or any subsequent agreement entered into by the parties are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1350, and 1351; (ii) D.C. Official Code § 47-105; (iii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 et seq., as the foregoing statutes may be amended from time to time; and (iv) § 446 of the District of Columbia Home Rule Act. Under no circumstances shall the Licensee or its Agents be entitled to reimbursement for any activities Licensed by this License on the Property.

12. **Entire Agreement.** This License contains the entire agreement between the parties regarding this subject matter. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties relating to the subject matter of this License, other than as herein set forth.

13. **No Waiver.** Nothing in this License shall be deemed to waive any rights of any kind that the District now has, or may hereinafter have, to assert any claim against the Licensee or any other person or entity, including, without limitation, claims with

respect to any and all past events or entry on the Property and activities of the Licensee or of any person or entity.

14. **Modification.** This License may not be modified orally or in any manner other than by an agreement in writing signed by the District and the Licensee.

15. **Interpretation.** The paragraph headings used in this License are for reference and convenience only and shall not enter into the interpretation of this License. The District and the Licensee expressly waive and disclaim, in connection with the interpretation of this License, any principle of construction requiring that ambiguous or conflicting terms be construed against the party whose attorney prepared this License or any earlier draft of this License.

16. **Binding Effect.** This License shall be binding upon and inure to the benefit of the District, the Licensee, and their respective successors and assigns.

17. **Governing Law; Jury Trial; Venue.**

- (a) This License shall be interpreted and enforced in accordance with the laws of the District of Columbia, excluding choice of law principles.
- (b) THE LICENSEE, THE DISTRICT, THEIR RESPECTIVE INVESTORS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS EACH WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM BROUGHT IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LICENSE, THE RELATIONSHIP OF THE DISTRICT AND THE LICENSEE HEREUNDER, THE LICENSEE'S USE OR OCCUPANCY OF THE PROPERTY, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

18. **Licenses.** Prior to entering the Property, Licensee shall obtain all necessary District of Columbia approvals and Licenses, including any Licenses from the Department of Consumer & Regulatory Affairs and the Department of Transportation that may be required under the District of Columbia Municipal Regulations.

19. Nothing in this License shall be deemed to create, grant or otherwise convey any real property interest in the Property to the Licensee.

20. Licensee may not assign, transfer, or otherwise encumber this License.

21. Nothing in this License Agreement shall be deemed or construed to create a partnership or joint venture of or between Licensee and the District, or to create any other relationship between the parties hereto.

**EXHIBIT A**

**PROPERTY DESCRIPTION**

*(on the following pages)*