

**ROOFTOP LICENSE AGREEMENT**  
**1900 Reston Metro Plaza**

**THIS LICENSE AGREEMENT** (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, between Comstock Commercial Management, LC, a Virginia limited liability company, as agent for, CRS Plaza I, LC ("Licensor"), and \_\_\_\_\_, a(n) \_\_\_\_\_ ("Licensee").

**A. BASIC TERMS:** As used in this Agreement, each of the following terms is defined as set forth below.

1. **Premises:** Common Area Rooftop Terrace located on the Penthouse level (17<sup>th</sup> Floor) of the building located at 1900 Reston Metro Plaza, Reston, VA 20190.
2. **Address of Licensee:** \_\_\_\_\_
3. **Licensee's Contact:** \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_
4. **License Period:** Hours of \_\_\_\_\_ to \_\_\_\_\_ on \_\_\_\_\_
5. **Event (Type of Activity / Purpose) - Check all that apply:**
  - a. Serving Food \_\_\_\_\_
  - b. Serving Alcohol \_\_\_\_\_
  - c. AV Equipment \_\_\_\_\_
  - d. Equipment Rentals \_\_\_\_\_
6. **Estimated Number of Attendees:** \_\_\_\_\_
7. **Purpose of Event** \_\_\_\_\_

**B. LICENSE:** Licensor hereby grants Licensee a revocable license to use the Premises during the License Period (the "License"), unless terminated sooner in accordance herewith, subject to the terms and conditions hereof. Any allotted time for set-up and clean-up purposes is included in the License Period, and such activities shall occur during the License Period.

**C. TERMS AND CONDITIONS:** In consideration of the License granted to Licensee herein, Licensee agrees to the following:

1. **Use.** Licensee shall use the Premises only for the Event and for no other purpose whatsoever. Licensor makes no representations or warranties with respect to the condition of the Premises, or the fitness or suitability of the Premises for Licensee's Event.

2. **Rules and Regulations.** Licensee shall comply with each of the rules and regulations set forth on Exhibit A hereto. Licensee shall also comply with any additional rules and regulations that Licensor may promulgate (and notify Licensee of) after the date hereof. All exhibits, riders and attachments attached hereto are incorporated herein by reference:

**Reservations:**

- Only work-related activities are permitted.
- The Rooftop Terrace can be reserved Monday – Friday from 5:00pm – 10:00pm, not including Holidays.
- This Agreement must be signed and delivered by both parties for a reservation to be held. Reservations are taken on a first-come, first-serve basis.
- Reservations can only be made by the Licensor's and Licensee's management points of contact.
- Reservations cannot be made on behalf of any non-Tenant, including for charitable purposes.
- Maximum capacity is 100 people.
- Reservations must be made and this license agreement signed at least 14 days prior to the event.
- Reservations are limited to two (2) days in a week.
- Reservations require that you identify which portions of the space will be used (rooftop patio, kitchenette).
- No alcohol is permitted unless catered during an event. Caterer must carry a valid liquor license permitted to be used at the Event and provide a certificate of insurance in compliance with the terms of this Agreement.
- Inspection of Rooftop Terrace shall occur before and after each event.. Additional charges will be applied if the space is not returned to it's original condition- to include cleaning and any other associated damages.
- Certificates of Insurance from licensed companies and meeting the Licensor's requirements are required for all caterers, equipment rentals, and outside A/V companies.
- NO SMOKING.
- Reservations require a security fee for a minimum of four (4) hours at \$36.00/hr/officer. Rooftop events require that one officer is present. (\*subject to change\*)
- Overtime HVAC fee starting at 6:00pm at \$60.00/hr. Must be requested 2 business days prior to the event in the online tenant portal- Electronic Tenant Solutions. (\*subject to change\*)
- If Engineer Overtime is required, the fee is \$95.00/hr. (\*subject to change\*)

**Use:**

- The Premises is only accessible by the freight elevator and requires the use of access control FOB. Licensee is responsible for providing the necessary access to its guests. It is recommended that Licensee have one individual stationed in the lobby to direct guests to the freight and another individual transporting guests in the freight elevator to the rooftop.
- All furniture must remain on the terrace and may not be rearranged and/or removed under any circumstances.
- Please respect the furniture and kitchen equipment. Indoor furniture may not be used outside.
- Be mindful of others when playing sound/music.

- Licensee is required to keep Event in the Premises only. Do not allow guests to wander around the rooftop, penthouse and/or any other tenant spaces in the building.
- The Premises should not be used for activities that would not be approved in your office setting (laying down, sleeping, feet on furniture, watching unprofessional television/movies).
- Licensees are responsible for the actions of their attendees and guests. Any issues with attendees and guests acting inappropriately and not following the directions of the Security Office will result in the Police being dispatched.

3. **Insurance.** Licensee shall carry and maintain a certificate of insurance per the limits in Exhibit B. Licensee hereby waives all subrogation rights of its insurance carriers in favor of Licensor and any Licensor Related Parties, and all insurance required to be carried by Licensee under this Agreement shall include provisions denying to its insurer rights of subrogation and recovery against Licensor, or any of the Licensor Related Parties. At least forty-eight (48) hours prior to the commencement of the License Period, Licensee shall furnish certificates of insurance including all additional insured endorsements, evidencing that the insurance required to be carried by Licensee under this Agreement is in effect. If Licensee retains any third parties to provide services on the Premises, including, without limitation, services for event planning, catering, parking or photography, such third-party service providers shall maintain insurance upon the same terms and conditions set forth herein with respect to Licensee plus such additional insurance as Licensor deems appropriate for the type of services to be performed.

4. **Waiver of Claims and Indemnity.** Licensee is responsible and solely liable for the conduct of all persons using the Premises in accordance with the License. To the extent not prohibited by law, Licensee shall indemnify, defend and save harmless Licensor, CRS Plaza I, LC, Comstock Holding Companies, Inc., CDS Asset Management, LC, Comstock Partners, LC, Comstock Management Services, LC, Comstock Commercial Management, LC, Reston Station Owners Association, Board of Supervisors of Fairfax County, Virginia, and Bank of America, NA, and their respective affiliates, subsidiaries, partners, members, managers, principals, directors, officers, employees and agents (all of the foregoing, collectively, "Licensor Related Parties") and the Licensor Related Parties from and against any and all liability, claims, damages, costs and expenses including, without limitation, reasonable attorney's fees resulting from or in connection with Licensee's use and occupancy of the Premises or any acts or omissions of Licensee or any of its employees, agents, invitees, guests, customers, visitors, or similar parties (the "Licensee Related Parties"). To the extent not prohibited by law, Licensee waives all claims against all Licensor Related Parties for injury to persons (including death) or damage to, or theft or loss of, property sustained by any of the Licensee Related Parties, or any person claiming through Licensee, resulting from any occurrence in or upon the Premises, the building on which the Premises is located and the mixed-use project in which the building is located. Without limitation, the personal property of any of the Licensee Related Parties that is located on the Premises the building on which the Premises is located and the mixed-use project in which the building is located at any time shall be so located at such party's sole risk. The indemnification obligation under this Section 4 shall survive the termination of the License and shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for Licensee under any applicable workers' or workmen's compensation acts or any insurance required or otherwise carried hereunder.

5. **Liability of Licensor.** If Licensor and/or any other Licensor Related Party is found by a court of law to have failed to perform its obligations in accordance with any of the provisions of this Agreement or in connection with this Agreement for any reason, any money judgment resulting from such failure shall be satisfied only out of Licensor's interest in the Premises, and Licensor Related Parties, shall have no personal liability hereunder. Furthermore, none of the foregoing parties shall be subject to levy, attachment, or execution, or otherwise sued to satisfy any such judgment. Licensee hereby waives any right to satisfy a judgment against Licensor except from Licensor's interest in the Premises. The term "Licensor", as used in this paragraph, shall mean only the Licensor at the time in question of the fee title or interest in a ground lease of the Premises, and in the event of any transfer of such title or interest, Licensor herein named (and in case of any subsequent transfers, the then grantor) shall be relieved from and after the date of such transfer of all liability with respect to Licensor's obligations thereafter to be performed.

6. **Assignment.** This Agreement, including the License granted hereunder, is personal to Licensee. Licensee shall not assign, sublicense or in any other manner transfer this Agreement.

7. **Costs of Litigation.** If any Licensor Related Party shall, without fault on their part, be made a party to any litigation arising out of any act or omission of Licensee, Licensee shall pay all costs and expenses, including reasonable attorneys' fees, incurred by said parties on account of said litigation. Licensee shall also reimburse Licensor Related Parties for all costs and expenses incurred by said parties, including, without limitation, reasonable attorneys' fees, in enforcing the provisions of this Agreement. Any sums due from Licensee to Licensor, not paid when due, shall bear interest at the rate of eighteen percent (18%) per annum, or the highest rate allowed by law, whichever is less.

8. **Whole Agreement.** This Agreement shall be construed in accordance with the laws of the State in which the Premises are located. This Agreement, including all exhibits, riders and attachments attached hereto, contains all of the agreements between the parties hereto in connection herewith, and it may not be modified in any manner other than by an agreement in writing signed by all the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the parties, and their respective successors and assigns.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**LICENSOR:**

By: COMSTOCK COMMERCIAL MANAGEMENT,  
LC., as authorized agent for CRS PLAZA I, LC

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

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

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

**LICENSEE:**

\_\_\_\_\_, a(n)  
\_\_\_\_\_

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

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

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

## EXHIBIT A

### RULES AND REGULATIONS

1. **Condition of Premises and Surrounding Area.** During the License Period, Licensee shall keep the Premises and any improvements, tables or other items located on or at the Premises, in a neat and clean condition.

2. **Objects/Decorations on the Premises.** Licensee shall not (a) set up any furniture, equipment, materials, decorations, or other personal property on or at the Premises or any other portion of the property without Licensor's prior approval or (b) alter or damage any of the improvements, landscaping, or personal property on or at the Premises or any other portion of the property. Licensee shall transport its personal property to and from the Premises at such times and in such a manner as approved in advance by Licensor.

3. **Clean Up & Repairs.** Prior to the end of the License Period, Licensee shall have removed all of its personal property from the Premises. Licensee shall remove and properly dispose of all refuse and shall leave the Premises in a clean condition and in as good or better condition as when Licensee took possession of the Premises. Costs for any additional clean up or trash removal which, in the sole discretion of Licensor, is necessary to return the Premises to its condition prior to Licensee's use, shall be billed to Licensee. Any and all physical damage to the Premises and/or the building on which the Premises is located resulting from Licensee's use of the Premises shall be repaired by Licensor, and the costs of such repairs shall be billed to Licensee. Licensee agrees to immediately reimburse Licensor, on demand, for all additional clean up, refuse removal, or repair costs. Payment of said sum shall not be in prejudice to any other rights available to Licensor in respect to Licensee's violation of this provision. If Licensee fails to remove its personal property prior to the end of the License Period, such property shall be deemed abandoned by Licensee and Licensor may dispose of said property in such manner as Licensor may determine.

4. **Laws, Permits and Licenses.** Prior to the beginning of the License Period, Licensee shall obtain all necessary permits and licenses necessary for the Event, and Licensee shall at all times comply with all applicable laws, codes, rules, regulations and other governmental and municipal requirements.

5. **Work at Premises.** Any type of work Licensee shall wish to perform at the Premises, including any set-up or tear-down for the Event, shall be subject to Licensor's advance approval and shall be performed only at such times and in such manner as agreed upon by Licensor.

6. **Conduct.** Licensee and the Licensee Related Parties shall conduct the Event in a quality manner and shall not carry on any activity that may be considered offensive or which may injure the reputation of the building in any way. Neither Licensee nor any of the Licensee Related Parties shall solicit or leaflet in any manner at, on or near the Premises.

7. **Security.** Licensee shall be required to provide adequate security and maintenance personnel in order to ensure the safety, comfort and convenience of persons using the Premises and the protection of the Premises and the building.

8. **Utilities.** Any utilities needed by Licensee may be supplied to Licensee by Licensor in Licensor's sole discretion and for which a reasonable usage fee may be assessed by Licensor.

9. **Approvals.** Whenever Licensor's approval is required hereunder, such approval shall not be effective unless granted in writing by an authorized representative of Licensor. Any approval granted shall apply only to the specific matter for which approval was sought. Any such approvals may be granted or withheld in Licensor's sole discretion.

10. **Noises, Odors and Other Matters.** Licensee shall not permit any noises, music, odors, or other matters to occur at or about the Premises so as to bother or annoy other building occupants or members of the public. Licensee shall not permit or suffer any flammable, toxic or otherwise hazardous materials to be used, located, or stored at or on the Premises or the adjacent parking lot.

11. **Alcoholic Beverages.** The sale, serving or consumption of alcoholic beverages on or at the Premises is specifically prohibited unless Licensor has consented to the same in writing, as evidenced by Licensor's and Licensee's execution of the Alcohol Rider attached hereto. If such consent is given, Licensee shall comply with all laws and governmental requirements and shall provide evidence of insurance as required under the terms of the Alcohol Rider. All necessary liquor permits must be submitted to Licensor in advance and posted during the License Period, as required by applicable law.

12. **Termination.** If Licensor, in its sole discretion, deems it necessary to terminate this Agreement for reasons beyond its control, Licensor shall make a reasonable attempt to provide notice to Licensee at forty-eight (48) hours prior to the commencement of the License Period. Licensee waives any and all claims for damages resulting from such termination. Licensor may terminate this Agreement immediately upon a violation by Licensee of any provision hereof, and if the Agreement is terminated as set forth in the preceding clause, Licensor shall not be responsible to Licensee for payment of any other termination or cancellation fees.

**ALCOHOL RIDER**

**THIS ALCOHOL RIDER** (this "Rider") is attached to and made a part of that certain License Agreement (the "Agreement") dated as of \_\_\_\_\_, 202\_\_, by and between CRS Plaza I, LC ("Licensor"), and \_\_\_\_\_, a(n) \_\_\_\_\_ ("Licensee"). This Rider shall be deemed made and effective as of the date of the Agreement.

The above referenced Agreement, to which this Rider is attached, is hereby modified, amended and supplemented as set forth herein. To the extent any terms of this Rider modify, amend or are in conflict with the terms and provisions of the Agreement, the terms and provisions of this Rider shall govern and control. In all other respects, the terms and provisions of the Agreement shall remain in full force and effect and unmodified. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Agreement.

1. Subject to Licensee's compliance with the terms and conditions of the Agreement, Licensor agrees that Licensee may serve alcohol at the Premises during the License Period in connection with the Event; provided that Licensee's policy of commercial general liability insurance must include host liquor liability coverage in addition to all other requirements set forth in the Agreement. As specified further in the Agreement, such insurance must be written on an occurrence basis and have a minimum combined single limit of not less than \$2,000,000. If Licensee will retain the services of a caterer, party planner or other entity (collectively referred to as a "Caterer") to provide or serve food or beverages, Licensee's Caterer must maintain and provide Licensor with evidence of the following insurance at least forty-eight (48) hours prior to the commencement of the License Period: (a) commercial general liability insurance including liquor liability, or "dram shop" liability insurance, in the amount of at least \$2,000,000 per occurrence; (b) automobile liability insurance in the amount of at least \$2,000,000 per occurrence; and (c) worker's compensation insurance with coverage A in the statutory amount, and coverage B in the amount of at least \$1,000,000 per occurrence. The insurance described in the preceding clauses (a) and (b) shall name all Licensor Related Parties as additional insureds on a primary and non-contributory basis.

2. Without limitation, it is agreed that Licensee's indemnity obligations described in Section 5 of the Agreement shall include, without limitation, all claims, damages, losses and expenses, including attorney's fees, arising out of, or alleged to arise out of, or resulting from or in connection with the provision, consumption or availability of alcoholic beverages at the Premises or in connection with the Event.

Licensor and Licensee have executed this Rider as of the date of the Agreement to which this Rider is attached.

**LICENSOR:**

CRS PLAZA I, LC

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

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

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

**LICENSEE:**

\_\_\_\_\_, a(n)

\_\_\_\_\_

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

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

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

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

1. The Licensee shall evidence at least the following insurance coverage, provided that the amounts listed below will not act as a limitation on recovery from Licensee's insurance:

A. Commercial General Liability

Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") commercial general liability coverage "occurrence" form CG 0001 04 13 or another "occurrence" form providing equivalent coverage including, but not be limited to, contractual liability coverage, independent contractor's liability, coverage for bodily injury (including death), property damage (including loss of use thereof), ongoing and completed operations, products liability, and personal and advertising injury, in the following amounts:

\$1,000,000	Per Occurrence Limit
\$2,000,000	General Aggregate Limit

This coverage shall be primary to Licensor Related Parties' coverage and Licensor Related Parties' coverage shall be noncontributory.

B. Worker's Compensation - Statutory Limits

C. Employers' Liability

With minimum liability limits of \$500,000 bodily injury by accident each accident, \$500,000 bodily injury by disease policy limit, \$500,000 bodily injury by disease per employee.

D. Commercial Automobile Liability

Combined Single Limit - \$1,000,000 per accident.

Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.

E. Property Insurance

All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any property by the Licensee.

F. Crime Insurance / Fidelity Bond

Licensee is responsible for loss to Owner and third party property/assets and shall maintain Fidelity Bond or comprehensive crime insurance coverage for the dishonest acts of its employees in a minimum amount of \$1,000,000. Licensee shall name CRS Plaza I, LC as Loss Payee with respect to the comprehensive crime insurance coverage.

2. The Commercial General Liability and Commercial Automobile Liability policies shall include the following as additional insured, including their partners, members, principals, officers, directors and employees. Additional Insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent shall be utilized for the Commercial General Liability policy. Please note that the spelling of these parties must be exactly correct or the Contract Duties will not be allowed to commence.

1. CRS Plaza I, LC
2. Comstock Holding Companies, Inc.
3. CDS Asset Management, LC
4. Comstock Management Services, LC
5. Comstock Partners, LC
6. Board of Supervisors of Fairfax County
7. Reston Station Owners Association
8. Lender – Bank of Americas
9. Comstock Commercial Management, LC

3. Licensee waives any and all rights of subrogation with respect to its commercial Property and Worker's Compensation insurance policies against the parties identified above in Paragraph 2.

4. All policies will be written by companies licensed to do business in the State of Virginia and which have a rating by Best's Key Rating Guide not less than "A-/MIII".

5. Licensee shall furnish Certificate(s) of Insurance evidencing the above coverage, except property insurance under 1.F, prior to the Event date.

6. Certificate(s) of Insurance relating to policies required under this Agreement shall contain the following provision:

"Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."

7. The following should be named as the Certificate Holder:

CRS Plaza I, LC

1900 Reston Metro Plaza  
Suite 200  
Reston, VA 20190