



The Gateway DC logo, featuring the text 'G8WAYDC' in a white, sans-serif font on a white, folded paper-like shape, set against a black, splatter-like background.

VENDOR RENTAL AGREEMENT

WELCOME TO GATEWAY DC AND

THE R.I.S.E. DEMONSTRATION CENTER!

THIS PACKAGE DESCRIBES OUR PROPERTY,
RENTABLE VENDOR SPACES AND PARAMETERS FOR RENTALS ALONG WITH
THE MATERIALS NEEDED TO SECURE A VENDING AREA.

**THIS PACKAGE APPLIES TO VENDING ONLY - THIS PACKAGE DOES NOT APPLY TO SPECIAL
EVENTS**





The Gateway DC logo consists of the text 'G8WAYDC' in a white, sans-serif font, positioned above a white, stylized graphic that resembles a folded piece of paper or a wing. The logo is set against a dark, textured background of black and grey speckles.

VENDOR RENTAL AGREEMENT

ST. ELIZABETHS EAST CAMPUS

GATEWAY DC - 2700 MARTIN LUTHER KING JR AVENUE, SE

R.I.S.E. DEMONSTRATION CENTER – 2730 MARTIN LUTHER KING JR AVENUE, SE

THIS RENTAL AGREEMENT ("License") is made as of _____ by and between **THE DISTRICT OF COLUMBIA**, acting by and through its Deputy Mayor for Planning and Economic development (the "**District**"), and _____ (the "**Licensee**").

RECITALS:

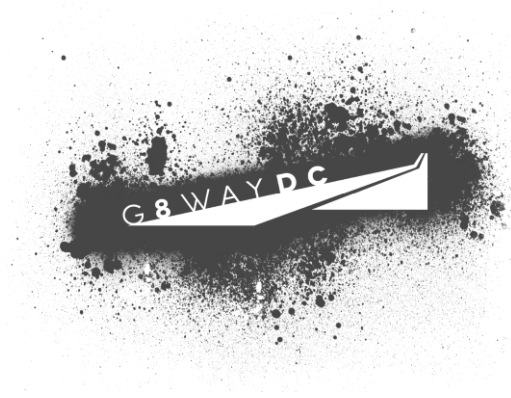
WHEREAS, the District is the owner of the real property commonly known as Saint Elizabeths East Campus, designated as record lot 2 in square 5868-S, and containing Parcels numbered 1 through 18, together with all improvements (the "**Property**"), as further described on **Exhibit A**, and

WHEREAS, Licensee has requested and the District has agreed to allow Licensee use and access a vending area at (please check):

- GATEWAY DC, with an address of 2700 Martin Luther King Jr Avenue, SE
- R.I.S.E. DEMONSTRATION CENTER with an address of 2730 Martin Luther King Jr Avenue, SE

on the Saint Elizabeths East Campus, as further described on **Exhibit B** (hereinafter, the "**Licensed Vendor Area**") for following purpose(s) set forth in Section 1(A) below.

WHEREAS, as a condition of this License to allow the Licensee to use the Site, must enter into this Rental Agreement with respect to Licensees use of the Licensed Vendor Area.



NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge the District and Licensee agree as follows:

1. Conditions of License:

A. Subject to the terms and conditions of this License, the District grants the Licensee and its employees, agents, contractors, subcontractors, and invitees (each, an **“Agent”** and collectively, **“Agents”**) the right to enter Parcel 3 and use the Licensed Vendor Area for the following times for the sole purpose of conducting **“Licensee Activities”**:

Vending of:

_____.

Activities, including:

_____.

Other:

_____.

B. Licensee may access the Licensed Vendor Area at:

Licensee Access Times (please include event dates and times, including an set-up and tear-down):

C. The Licensee and its Agents shall not have access to the Licensed Vendor Area for the purpose of the Licensee Activities at any time other than the Licensed Access Times. The District may alter the times and location of Licensee’s access to Licensed Vendor Area and the St. Elizabeths East campus.

D. Unless terminated earlier, this License shall expire at the end of the License Access Times, unless extend in writing by the District, in its sole discretion. The District and/or



Licensee may terminate, with or without cause, this License upon fifteen business (15) days advance written notice to the other; provided, however, the District may terminate this License any time, without prior notice, for any violation of terms and conditions of this License or the “USER MANUAL” provided in **Exhibit C**, including, without limitation to, in the event the Licensee or its Agents create a life or safety hazard on the Property.

- E. As consideration for its use of the Licensed Vendor Area, the Licensee shall pay the following amounts to the District:

Licensee Fee (for completion by the District only):

The Licensee Fee shall be payable, at least ten (10) business days in advance of the commencement of the License Access Times, in the form of a check **made out to the D.C. Treasurer** and mailed to:

Government of the District of Columbia
Office of the Deputy Mayor for Planning and Economic Development
Attn: Agency Fiscal Officer
2025 M Street, N.W., Suite 600
Washington D.C. 20036

- F. The Licensee and its Agents shall have pedestrian and vehicular access to the Licensed Vendor Area from the entrance at 2700-2730 Martin Luther King Jr Avenue on the Licensee Access Times.
- G. The Licensee and its Agents (including the public) shall not have access to any portions of the Property other than the Licensed Vendor Area and to portions of the campus open to the public (such as Gateway DC/R.I.S.E.Demonstration Center).
- H. The Licensee shall not make any permanent alterations to the Licensed Vendor Area or use the Property for any purpose without the District’s prior written consent.
- I. Prior to entering the Property, the Licensee shall provide proof of insurance, as required in Section 7 of this License and secured all required permits (including all permits required for the service of alcohol).



The Gateway DC logo, featuring the text 'G8WAYDC' in a white, sans-serif font on a black, stylized banner that appears to be flying or waving. The background is a dark, textured splash of black and grey.

2. Permitted and Prohibited Activities on the Property

Permitted Activities. To the extent permitted by law, the Licensee may:

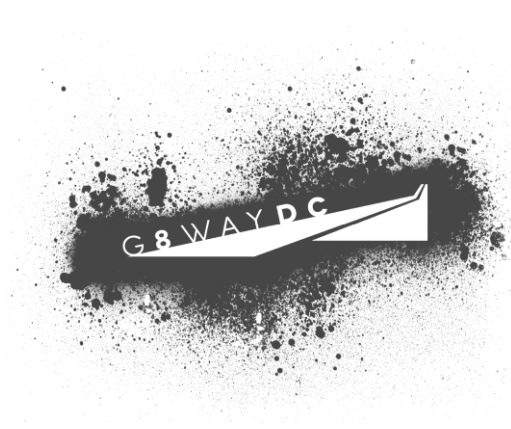
- Licensee Activities (noted above)
- Serve food on the Licensed Vendor Area
- Play music, provided the music does not violate any noise ordinances of the District of Columbia or interfere with any other events or Vendors' use of Gateway DC or the R.I.S.E. Demonstration Center

Prohibited Activities.

- Illegal activities
- Fireworks
- Activities involving open flames Check here if waived w/proper documentation
- Sale of Food Check here if waived
- Serve or sell alcohol for onsite consumption Check here if waived w/proper documentation
- Animals (excluding service animals) Check here if waived

Additional Requirements. As a condition to using the License Area, Licensee must provide the following 10 business days prior to use of the Licensed Vendor Area:

- Fully executed rental agreement
- Insurance
 - Vendors participating in events are also required to adhere to the insurance requirements listed herein.
- If applicable, alcohol License or Permits: Traveling Caterers License with Alcohol License and/or Special Events Alcohol Permit
- Vendor Information
 - List of products
 - Vendor tax identification number
 - For food vendors:
 - Evidence of DOH Certification for food vendors



- Food Services Guidelines for Special Events
- For open flames, evidence of fire marshal approval
- Signed Vendor Rental Form
- On-site point of contact information
- Marketing materials with the proposed use of the Gateway and R.I.S.E. logo for approval

Other requirements:

3. Notices:

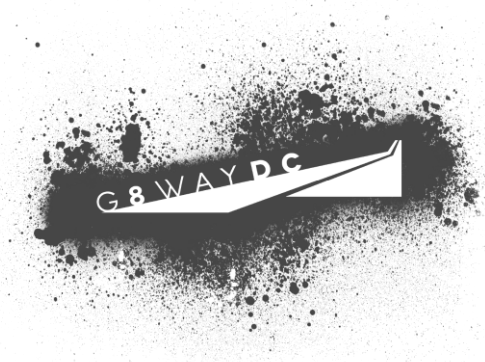
A. The District hereby designates the following as the **“Operations Manager,”** and covenants that such representative, or an alternate designated in writing to the Licensee, shall make reasonable efforts to be available to allow the Licensee and its Agents entry into the Licensed Vendor Area during regular business hours for the purposes described in Section 1 of this License.

Operations Manager:

Name:

Email:

Phone:



- B. Notices from the Licensee concerning entries upon the Licensed Vendor Area by Licensee and its Agents, and coordination of scheduling, as provided for in Paragraph 1, shall be given to or made to a representative of the District at:

District:	Office of the Deputy Mayor for Planning and Economic Development District of Columbia Government 1350 Pennsylvania Avenue, N.W., Suite 317 Washington, D.C. 20004 Telephone: (202) 727-6365 Attention: (Operations Representative)
Licensee (please include contact information)	

- C. Notices and communications under this License shall be in writing and shall be deemed duly given (a) upon delivery, if delivered by prepaid reputable delivery service (with signed receipt), or by postage pre-paid, certified (return receipt requested) or overnight U.S. mail, or (b) by-email, with electronic verification, or (c) in person.

- D. Each party shall be responsible for notifying the other as to any change in its address or facsimile number.

- 4. Removal of Event Materials and Personal Licensed Vendor Area:** At the conclusion of each day that Licensee occupies or uses the Licensed Vendor Area, all materials, including any garbage tools, equipment, and other personal property of the Licensee or the Licensee's Agents, shall be removed by the Licensee or the Licensee's Agents from the Licensed Vendor Area at the sole cost of the Licensee or Licensee's Agents, as applicable unless the District has provided its prior written consent to the continuing existence of any equipment placed in, under, on, or about the Licensed Vendor Area by or on behalf of Licensee.



The logo for GWAYDC. The letters "GWAYDC" are in a white, sans-serif font, slanted upwards to the right. They are set against a dark, textured background that looks like a splash of black ink or a dark, grainy surface. A white, angular shape is positioned below the letters, resembling a stylized arrow or a piece of paper.

5. **Security:** In the conduct of the permitted uses undertaken herein, the Licensee shall exercise all customary and reasonable safety precautions applicable to such permitted uses and shall maintain, or use its best efforts to cause the Licensee's Agents to maintain, all areas on the Licensed Vendor Area in a reasonably clean manner to the District's reasonable satisfaction.
6. **Indemnification:** With respect to all activities permitted under this License, the Licensee shall at all times conform with and abide by the reasonable orders and directions of District officials or its duly authorized representatives to the extent that they are consistent with the terms, conditions, and provisions of this License. The Licensee shall indemnify the District and District officials and their duly authorized representatives as follows:
 - A. The Licensee shall indemnify and hold harmless the District, its officials, officers, employees, and agents from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including reasonable attorney's fees), of whatsoever kind and nature (collectively, "**Claims**") for injury, including personal injury or death of any person or persons, and for loss or damage to any property caused by Licensee or its agents, officers, directors, board members, shareholders, constituent partners, members, employees, consultants, contractors, invitees, guests and representatives (collectively, "**Agents**") occurring in connection with, or in any way arising out of the use, occupancy, and performance of Licensee Activities by the Licensee or the Licensee's Agents permitted by this License.
 - B. The Licensee shall indemnify and hold harmless the District, its officials, officers, employees, and agents from all liabilities, remedial costs, environmental claims, fees, or other expense related to, arising from, or attributable to, any Hazardous Materials introduced by the Licensee or its Agents (including effluent discharged on the Property by Licensee) or as a direct result of the Licensee's activities on the Property.
 - C. The Licensee indemnifies and shall defend the District against any claims by the Licensee's Agents that perform any activity on the Property which claims are directly related to Licensee's use of the Licensed Vendor Area. This License shall not be construed as granting the Licensee or any of the Licensee's Agents the right to place any lien, mechanic's lien, or any charge on the Property.
 - D. If any action or proceeding as described in this Section 6 is brought against the District, its officials, officers, or employees, upon written notice from District to the Licensee, the Licensee shall, at its sole expense, resist or defend such action or proceeding by counsel approved by District in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend the same.

7. **Insurance:** During the term of this License and any extensions, at any time when the Licensee enters upon the Licensed Vendor Area, subject to paragraph (e) of this Section, the Licensee or the Licensee's Agent(s) shall provide an executed ASSUMPTION OF RISK, INDEMNIFICATION, AND WAIVER FORM including as **Exhibit D**.
8. **Liability:** Without prejudice to any other rights the District may have, the Licensee is responsible, in accordance with applicable laws, for the acts and omissions of the itself and Licensee's Agents that cause injuries to persons or damages to the Property, including any claims arising from such injuries or damages, caused by or arising from the activities permitted under this License. The District shall have no liability for the actions or negligence of the Licensee or its Agents. Neither the grant of this right of entry, nor any provision thereof, shall impose upon District any new or additional duty or liability or enlarge any existing duty or liability of District.
9. **Licenses/Permits:** The Licensee is solely responsible for obtaining, or causing its Agents to obtain, any necessary licenses and permits for the operations permitted under this License. Notwithstanding the District's providing guidance on permitting and licensing, it shall be the sole responsibility of the Licensee to determine what permits and license are required for the activities permitted under this License.
10. Intentionally Ommitted.
11. **Hazardous Materials:** The Licensee and its Agents shall not introduce Hazardous Material into the Property or the Licensed Vendor Areas. The Licensee shall immediately notify the District if it discovers Hazardous Materials on the Property such a discovery. As used in this License, the term "**Hazardous Materials**" shall mean (a) asbestos and any asbestos containing material and any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Law or any other applicable Law as a "hazardous substance," "hazardous material," "hazardous waste," "infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosively, reactivity, carcinogenicity, toxicity, reproductive toxicity or Toxicity Characteristic Leaching Procedure (TCLP) toxicity; (b) any petroleum and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources; and (c) any petroleum product, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive material (including any source, special nuclear or by-product material), medical waste, chlorofluorocarbon, lead or lead-based product and any other substance the presence of which could be detrimental to the Property or

hazardous to health or the environment. “**Environmental Law**” means any present and future Law and any amendments (whether common law, statute, rule, order, regulation or otherwise), permits and other requirements or guidelines of governmental authorities applicable to the Property and relating to the environment and environmental conditions or to any Hazardous Material (including, without limitation, CERCLA, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 1101 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; and any so-called “Super Fund” or “Super Lien” law, any Law requiring the filing of reports and notices relating to hazardous substances, environmental laws administered by the Environmental Protection Agency and any similar state and local Laws, all amendments thereto and all regulations, orders, decisions and decrees now or hereafter promulgated thereunder concerning the environment, industrial hygiene or public health or safety).

12. 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 convey any portion of the Property (including the Licensed Vendor Area) to the Licensee. Nothing contained in this License and no future action or inaction by the District under this License shall be deemed or construed to mean that the District has contracted with the Licensee to perform any activity on the Property, including, but not limited to, the Licensee Activities allowed under this License. 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. Law 18-371; effective April 8, 2011; 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) the 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 circumstance, shall the Licensee be entitled to reimbursement for any activities permitted by this License on the Property.

13. Compliance with Applicable Laws: The Licensee shall comply in all material respects with all applicable federal and District of Columbia laws and existing regulations promulgated



The logo for G8 WAY DC. It features the text "G8 WAY DC" in a white, sans-serif font, set against a dark, textured background that looks like a splash of ink or a piece of paper with a hole cut out. The background is black with white speckles and a white, torn-paper-like shape behind the text.

thereunder (collectively, the “Law”) related to use and activities permitted pursuant to the License.

- 14. Waiver:** The Licensee specifically waives any right it may have to a notice to quit that may or might be required by law, now or in the future. Except as expressly provided otherwise in this License, 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.
- 15. No Right, Title, or Interest:** Nothing contained in this License and no action or inaction by the District under this License shall be deemed or construed to mean that the District has granted the Licensee any right, power, or permission to do any act or make any agreement that may create, give rise to, or be the foundation for any right, title, interest, lien, or charge to the Property, including, but not limited to, the grant of a license or easement in the Property.
- 16. Applicable Law and Binding Nature:** This License shall be construed under the laws of the District of Columbia without reference to conflicts of laws principles. This License shall be binding upon the heirs, personal representatives, successors, grantees, and assigns of the respective parties hereto.

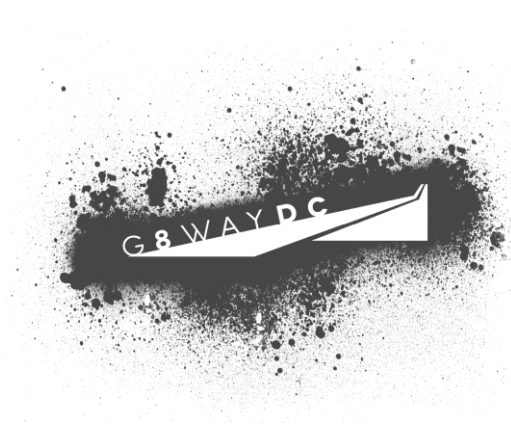
 - A. The Licensee and District, their respective successors and assigns, each waives trial by jury in any action, proceeding, claim, or counterclaim brought in connection with any matter arising out of or in any way connected with this License, the relationship of District and the Licensee hereunder, Licensee or its Agents entry on any portion of the Property (including, without limitation to, the Licensed Vendor Area), and/or any claim of injury or damage.
 - B. The Licensee and District each waives any objection to the venue of any action filed in any court situated in the jurisdiction in which the Property is located, and waives any right, claim, or power, under the doctrine of forum non conveniens or otherwise, to transfer any such action to any other court.
- 17. Entire Agreement:** This License constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be modified or amended in any manner except by an instrument in writing executed by the parties as an amendment to this License.



The logo for G8 WAY DC. The text "G8 WAY DC" is written in a white, sans-serif font on a black, rectangular background that is tilted upwards to the right. The background is surrounded by a cloud of black and grey particles, giving it a dynamic, energetic feel.

- 18. Counterparts:** This License may be executed in several original or telefaxed counterparts, which shall be treated as originals for all purposes, and all so executed, shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all the parties may not be signatories to the original or the same counterpart. Any such original or telefaxed counterpart shall be admissible into evidence as an original hereof against the person or entity who or which executed it; provided, however, that a full and complete set of any such original or telefaxed signature pages or copies thereof evidencing the intended execution of this License by all parties hereto must be produced if this License to be considered binding upon all parties hereto.
- 19. Severability:** If any provision of this License is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This License shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this License. The remaining provisions of this License shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this License.
- 20. Business Days:** If any date herein set forth for the performance of any obligations by the District or Association or for the delivery of any instrument or notice as herein provided should fall on a Saturday, Sunday or Legal Holiday (hereinafter defined), the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or Legal Holiday. As used herein, the term "**Legal Holiday**" shall mean any local or federal holiday or other date upon which the office of the District are officially closed in the District of Columbia.
- 21. Time is of the Essence:** Time is of the essence for all obligations and deadlines contained in this License.

[Signature Page Follows]



IN WITNESS WHEREOF, the District and Licensee have executed this License as of the date and year first above written.

DISTRICT OF COLUMBIA

By and Through the Office of the Deputy Mayor for
Planning and Economic Development

Andrew Trueblood o/b/o DM Brian T. Kenner per
Office Order No.2015-6
Office of the Deputy Mayor for Planning &
Economic Development

LICENCEE

Name:
Title:

R.I.S.E.

DEMONSTRATION CENTER

G8WAYDC

EXHIBIT A

Property

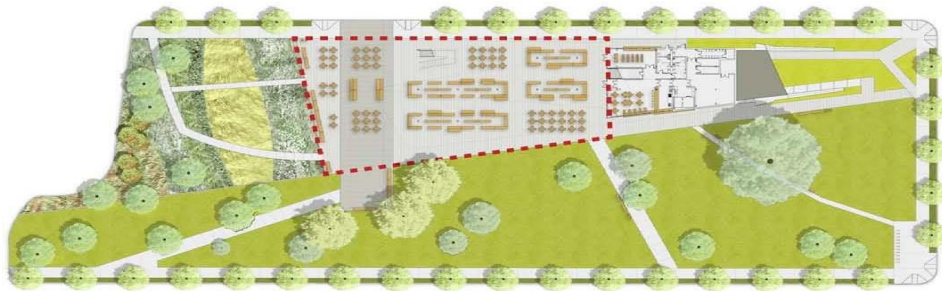


EXHIBIT B

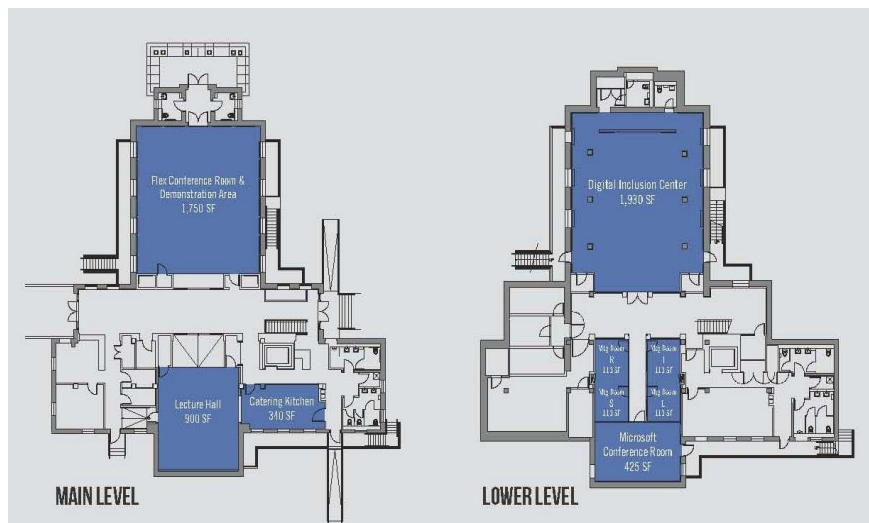
Licensed Vendor Area

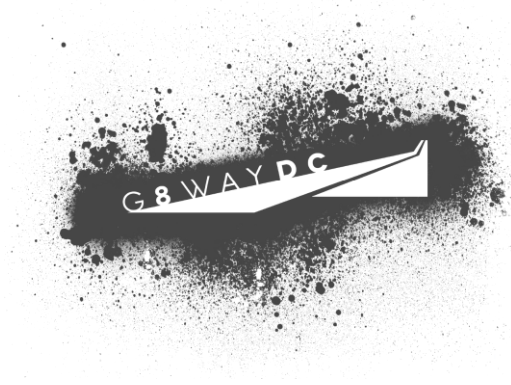
PLEASE MARK VENDOR AREA

OPTION 1: GATEWAY DC



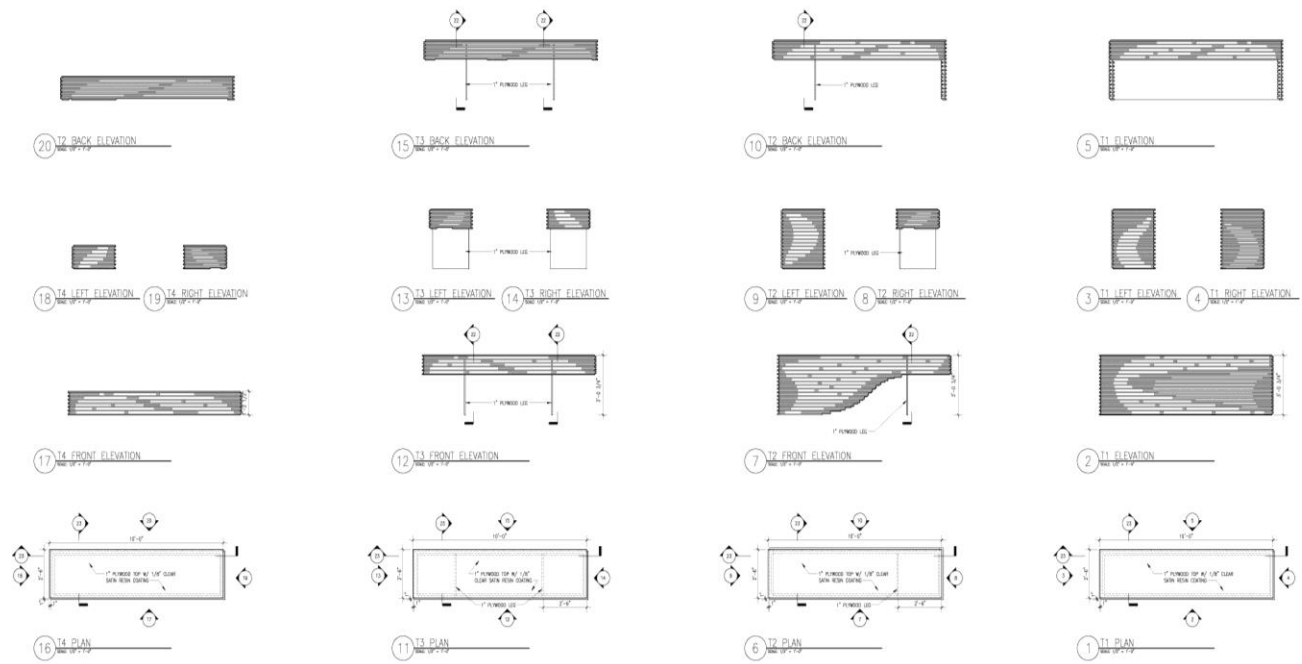
OPTION 2: RISE DEMONSTRATION CENTER





RENTABLE SPACES WITH SIZE, FEES & OTHER DETAILS

Gateway DC:



Mini vendor display area

Vendor table #1

Vendor table #2

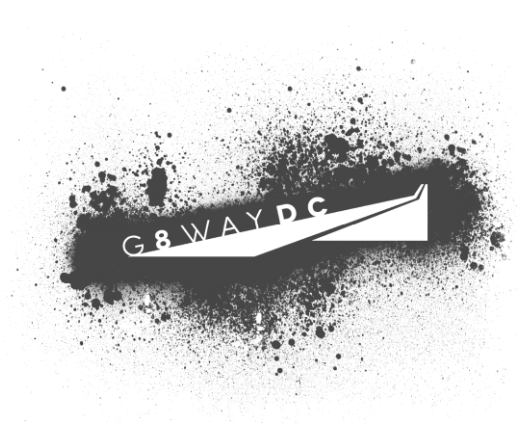
Vendor table #3

Size:

- All vendor furniture is 10' x 2'-6" and made of Eastern Canadian Larch (the legs are made of plywood)

R.I.S.E. Demonstration Center

- Standard 10'x2.5" table.



Rental fees:

- \$30 per day on weekends and holidays per vendor table
- \$20 per day weekdays (not including holidays) per vendor table
- \$10 per day for a book shelf unit (not shown above)
- \$10 per day for each mini vendor display area (pictured above on the left)

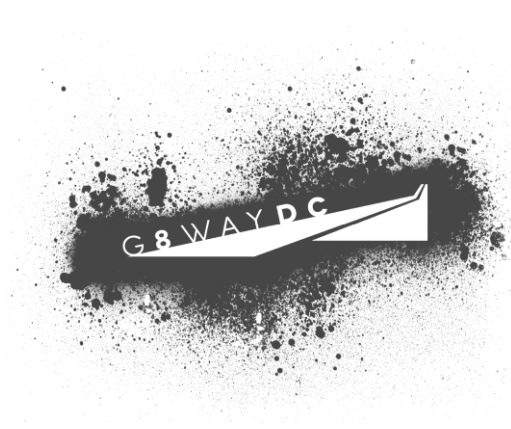


Exhibit C

USER MANUAL



The Gateway DC logo, featuring the text 'G8WAYDC' in a white, sans-serif font, set against a dark, textured background that resembles a stylized, dark landscape or a splash of ink.

Exhibit D

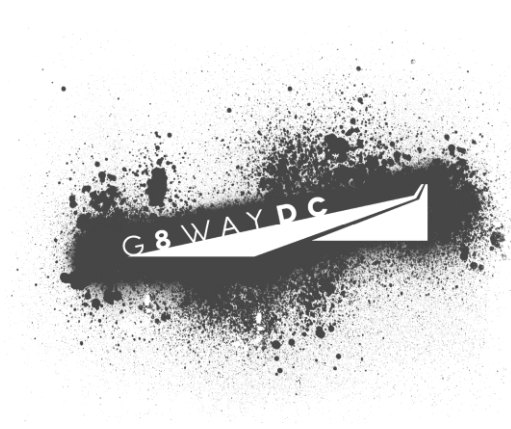
ASSUMPTION OF RISK, INDEMNIFICATION, AND WAIVER FORM

I, _____,

(Print name)

hereby affirm that I have carefully read this Assumption of Risk, Waiver and Indemnification (the “**Release and Indemnification**”) in its entirety. By my signature below, I agree to each and every term and condition of this Release and Indemnification.

1. I acknowledge that the District of Columbia (the “**District**”) is the owner of the real property with a street address of 2700/2730 Martin Luther King Jr. Avenue, S.E., in Washington, D.C., commonly known as “Saint Elizabeths East, together with all improvements located thereon (the “**Saint Elizabeths East**”).
2. I acknowledge and understand that the District is allowing me access only to the portion of Saint Elizabeths East designated as Gateway DC/the R.I.S.E. Demonstration Center and I am prohibited from access to any other portion of Saint Elizabeths East. I further acknowledge and agree that I and my employees, agents, and invitees, and guests (“Agents”) are accessing Gateway DC and the R.I. S.E. Demonstration Center at my sole risk. I understand and agree that neither I, my heirs, personal representatives, successors, grantees, and assigns, or anyone claiming any interest through me or my Agents, waive the right to bring any legal action whatsoever against the District, its officials, officers, employees, and agents as a result of any damage, injury, loss or death to myself or my property that arises out of my entry into Gateway DC and/or the R.I. S.E. Demonstration Center.
3. I hereby agree to abide by the orders and directions of the representative(s) of the District and shall ensure that my Agents abide by the orders and directions of the representative(s) of the District. If I or my Agents fail to comply with such orders or directions, the representatives of the District, may, in their discretion, demand that I and my Agents immediately leave Gateway DC and the R.I. S.E. Demonstration Center, in which event I agree on my behalf and my agents behalf to do so immediately and without causing a disturbance.
4. I hereby indemnify and hold harmless the District, its officials, officers, employees, and agents from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including reasonable attorney’s fees), of whatsoever kind and for injury, including personal injury or death of any person or persons, and for loss or damage to any property



caused by me or my Agents, or occurring in connection with, or in any way arising out of my or my Agents' presence on the Gateway DC and the R.I. S.E. Demonstration Center or any other portion of Saint Elizabeths East pursuant to this Release and Indemnification. If any action or proceeding as described in this paragraph is brought against the District, its officials, officers, employees, or agents for which I bear responsibility as expressly provided under this Release and Indemnification, upon written notice from the District, I shall, pay any fees, costs or expenses incurred by the District to resist or defend such action or proceeding.

I hereby agree that this Release and Indemnification shall be binding upon my heirs, personal representatives, successors, grantees, and assigns.

Print Name: _____ Date: _____

Signature: _____

Address: _____