

HEADQUARTERS FACILITY RENTAL AGREEMENT 10-31-19

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY  
HEADQUARTERS FACILITY RENTAL AGREEMENT**

This Headquarters Facility Rental Agreement (“Agreement”) is made and entered into on \_\_\_\_\_, 2020 by and between Blue Drop, LLC (“Blue Drop”) and \_\_\_\_\_ (“Client”) (hereinafter collectively, “Parties”).

**RECITALS**

WHEREAS, the headquarters of the District of Columbia Water and Sewer Authority (“DC Water”) is located at 1385 Canal St., SE, Washington, DC (“HQO”); and

WHEREAS, DC Water is the possessory owner of the office building that serves as HQO; and

WHEREAS, Blue Drop LLC (“Blue Drop”), an independent limited liability company, has entered into a Service Agreement with DC Water and has been authorized to administer facility rental services to groups seeking to rent a designated portion of HQO space on a short term basis for approved special events and functions; and

WHEREAS Client has proposed to rent a designated space at HQO, and Blue Drop has offered a designated rental space to Client; and

WHEREAS, Client has accepted the Blue Drop offer pursuant to the terms and conditions expressed below.

WHEREAS, the terms and conditions set forth in this Agreement explain the responsibilities of and constitute the Agreement between Blue Drop and the Client.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the Parties hereto, it is hereby agreed as follows:

**ARTICLE I: AGREEMENT AND PAYMENT**

**1.1 Agreement and Payment.** To reserve the facilities requested in **Appendix A** for an event (the “Event”), Client shall pay Blue Drop a facility use deposit of 20 % \$ \_\_\_\_\_ (“Facility Use Deposit”) and shall place a credit card on hold for damages upon the execution of the Agreement. If the applicable Facility Use Deposit or credit card to be used for Damages is not received within seven (7) days from the date this Agreement was executed, this Agreement shall terminate and be of no further force or effect. The remaining balance of \$ \_\_\_\_\_ is due fourteen (14) days prior to the event. The credit card on hold for damages will be used for any

## HEADQUARTERS FACILITY RENTAL AGREEMENT 10-31-19

damage to the facility, including but not limited to damage to facility furniture, facility fixtures, or any other damage to facility personal or real property either inside or outside the facility.

Following the event, the Client will be charged and agrees to pay for any additional cost incurred as set forth in Article II. This amount will be charged to the credit card on file.

Blue Drop reserves the right to deny future use to a Client that causes damage to occur on facility property.

**1.2 Insufficient Funds.** Blue Drop will charge a \$35.00 fee for checks returned with insufficient funds.

### ARTICLE II: ADDITIONAL COSTS

**2.1 Security.** Blue Drop will provide security officers during the Event. This service is included in the Client's bill. The number of security personnel required will be based on the event to be held, the number of guests attending the event and the amount of space rented. Security requirements are determined at the sole discretion of Blue Drop in conjunction with DC Water.

**2.2 Janitorial.** Janitorial workers will be required to perform all clean-up and trash removal services which will be paid by the Client in advance. The Client is responsible for the complete removal of all items brought into the facility, including but not limited to all food, beverage, garbage, trash, boxes, etc. This removal pertains to any and all items brought into the facility either by the Client or by any party associated with the Client.

**2.3 Beverage Services.** All alcoholic beverages must be provided by a Blue Drop approved Caterer. The Client is responsible for contracting with the vendor.

**2.4 Damage.** If damage occurs during the Event, all charges associated with repairing the damage will be charged to the Client's credit card on hold. A minimum charge of \$500.00 will be levied in all cases of damage.

### ARTICLE III: CANCELLATION AND FORCE MAJEURE

**3.1 Cancellation and Refund of Facility Use Deposit.** In the event of a cancellation by the Client of the Event, Blue Drop will refund the Facility Use Deposit as follows:

Cancellation 90 or more days before the Event: 100%

Cancellation 30–89 days before the Event: 50%

Cancellation 29 or fewer days before the Event: NO REFUND

Events canceled by Blue Drop or due to Section 3.2 "Force Majeure" below will result in a full refund of the Facility Use Deposit. Alternatively, the Client and Blue Drop may reschedule the

## HEADQUARTERS FACILITY RENTAL AGREEMENT 10-31-19

Event at a later date mutually agreed upon by Blue Drop and the Client at the originally agreed-upon payment terms.

Any disputes between Client and its caterers or vendors such as refunds of deposits, damage assessments, nonpayment, etc., are to be resolved between the Client and its outside contractor(s).

**3.2 Force Majeure.** Both the Client and Blue Drop will be released from their respective obligations in the event of acts of God, war, terrorism, severe natural disasters or if any other cause beyond the reasonable control of the parties renders performance of the contract between them impossible.

### **ARTICLE IV: INSURANCE (Reserved )**

### **ARTICLE V: INDEMNITY**

**5.1 Indemnity.** Client hereby waives, releases, and agrees to indemnify, defend, and hold harmless DC Water, its officers, and employees, and Blue Drop, its trustees, Board Members, officers, agents and employees from any and all liability, for damage to or loss of property or for bodily or personal injury (including death) of Client or of any Client Party, except liability for bodily or personal injury caused by the gross negligence or willful misconduct of DC Water or Blue Drop.

### **ARTICLE VI: GUEST COUNT AND TICKET SALES**

**6.1 Guest Count.** A maximum guest count is due seven (7) business days prior to the event date. After seven (7) business days, changes in the count may be increased within reason and approval from Blue Drop. If Blue Drop is not contacted seven (7) business days prior to the event date, the maximum guest count listed on this Agreement will be the maximum guest count Blue Drop will accept.

**6.2 Guest Count During the Event.** Depending on the final guest count, space rented, and the Event schedule, Blue Drop reserves the right to take an accurate guest count as guests enter the building to ensure that the maximum capacity as determined by the Fire Marshal is not exceeded.

**6.3 Ticket Sales.** Ticket sales at the door will not be permitted.

### **ARTICLE VII: ACCESS TIMES**

## HEADQUARTERS FACILITY RENTAL AGREEMENT 10-31-19

**7.1 Access Times.** The Client may have access to the Event site from \_\_\_\_\_ to \_\_\_\_\_. Blue Drop will have the unrestricted authority to end the event and require the Client and all guests to leave the premises.

### ARTICLE VIII: CONDUCT DURING EVENT

**8.1 Compliance.** The Client agrees to comply with all laws and regulations relating to this Agreement as well as all the provisions contained herein.

**8.2 Facility Condition and Responsibility for Damages.** Client hereby assumes full responsibility for the acts and conduct of all invited persons, including business invitees, admitted to DC Water HQO with the consent of the Client and by or with the consent of any person acting for or on behalf of the Client, which persons include all patrons, vendors, and guests. In the event any portion of the facility, or any portion of the building or grounds of which DC Water is a part, shall be damaged by the act or omission of Client and/or by Client's agent, employees, patrons, vendors, customers, guests, invitees, licensees, and/or any other persons admitted to DC Water by the Client, the Client shall pay Blue Drop upon demand such sum as shall be necessary to restore the damaged property to the condition that existed prior to the occurrence of the damage. The amount of such damage shall be charged to the client. Client assumes full responsibility for its invited guests as well as business invitees and vendors.

**8.3 Restricted Areas.** To ensure the safety and security of DC Water HQO and its contents as well as minimize liability to the Client, all non-rented areas are off-limits to all parties associated with the Client, including but not limited to Client's guests, and Client's vendors. Any of these individuals found in an off-limits area may be asked to leave the premises.

**8.4 Operations.** Client, Client's guests, and Client's independent contractor(s) must comply with any requests made of them by Blue Drop's coordinator that is assigned to the Event (the "Event Coordinator") or by security personnel.

**8.5 Event Conclusion.** Client is responsible for ensuring that all events must conclude no later than the time specified on the Agreement. After that time, HQO will be accessible only to staff designated for the breakdown and cleanup of the Event. All events must be scheduled to conclude no later than 11 PM.

**8.6 Electrical Cords.** All electrical cords and equipment cables used must be installed so as not to present a hazard for guests and must be in accordance with NEC and NFPA 70F, safety guidelines. Electrical cords may not be taped to the floors in prominent walkways. Blue Drop may request the repair or replacement of any damaged or faulty cables or equipment to ensure the safety of all personnel and guests. Blue Drop does not supply electrical cords to Clients.

**8.7 Prohibited Activities.** The following activities are strictly prohibited:

8.7.1. Cigarettes (including e-cigarettes) and cigar smoking anywhere inside any DC Water building or within 25 feet of the building.

## HEADQUARTERS FACILITY RENTAL AGREEMENT 10-31-19

- 8.7.2. Smoke, fog, or haze producing equipment of any kind.
- 8.7.3. Open flames of any kind.
- 8.7.4. Candles (unless enclosed in a hurricane lamp or similar device or votive).
- 8.7.5. Food and beverage in non-designated areas.
- 8.7.6. Any materials nailed, tied, or taped to any ceilings, walls, floors (with the exception of electrical cords referenced in section 8.6 of this agreement), or furnishings inside or outside of the building.
- 8.7.7 Helium balloons inside the building.
- 8.7.8 Moon bounces, archery, and golf.
- 8.7.9. Throwing of rice, confetti, birdseed, or other materials inside or on the grounds of DC Water property. (This includes metallic confetti or glitter-like products scattered on guest tables or buffets.)

### **ARTICLE IX: PARKING**

**9.1 Parking.** Client shall contract for and make parking arrangements for the event, as there is no parking for any guests at DC Water HQO property.

### **ARTICLE X: ENTERTAINMENT AND DANCE FLOORS**

**10.1 Music.** All music levels must conform to standard residential codes. Any outdoor music must end at 11:00 p.m. Indoor music must be contained indoors – i.e., doors must remain closed when music is playing.

**10.2 Dance Floors.** All dancing in the Event area requires a dance floor with a protective pad (of carpet or similar product) installed underneath.

### **ARTICLE XI: INVITATIONS**

**11.1 Invitations.** Client is not required to provide a copy of the invitation and/or any announcement for the Event to Blue Drop for review. However if Client's invitation or announcement uses pictures of the building Client shall provide a copy for Blue Drop's review and agrees to make all reasonable changes to the copy if any are requested by Blue Drop. Under no circumstances can any DC Water telephone number or other contact information, DC Water logo or trademark be printed on invitations and/or announcements without the consent of Blue Drop.

### **ARTICLE XII: INDEPENDENT CONTRACTORS**

**12.1 Vendor Load-In and Load-Out.** Arrangements regarding access to DC Water property for deliveries, set-up, and removal of equipment must be reviewed in advance with the Event Coordinator. It is the Client's sole responsibility to inform independent contractors of Blue Drop's

## HEADQUARTERS FACILITY RENTAL AGREEMENT 10-31-19

requirements. Blue Drop must receive a list of all vendors with contact information no later than one week prior to the event. The following guidelines explain the responsibilities of the Client and Client's independent contractor(s):

12.1.1 *Costs*. Client bears the responsibility for all costs associated with outside vendors (caterers, florists, entertainment, janitorial, parking, etc.).

12.1.2 *Licenses and Proof of Insurance*. All outside vendors used for the Event must file copies of current business licenses, certificates of insurance, and proof of worker's compensation with Blue Drop.

12.1.3 *Caterers*. Blue Drop maintains a list of approved caterers. These are the only caterers that are approved to work at the DC Water Headquarters facility. The use of a caterer not listed here (i.e., for cultural accommodation, kosher, halal or vegan / gluten-free etc.), must be approved by Blue Drop and a 10% surcharge of \$\_\_\_\_\_ will be required. Any outside caterer must be licensed, insured and interviewed for approval.

12.1.4 *Deliveries*. Due to normal DC Water activity, no deliveries may be scheduled before \_\_\_\_\_ on the day of an evening event. Assigned set-up time will depend on the Event needs and is determined at the sole discretion of Blue Drop (see Article VII).

12.1.5 *Load-Out*. Arrangements must be made in advance with all vendors to return and pick-up rental items immediately following the Event. Blue Drop is not responsible for any lost or stolen supplies, equipment, or other property that is left overnight. Vendors are responsible for clean-up and removal of all rented items.

12.1.6 *Décor*. Blue Drop must approve all decor proposals.

12.1.7 *Staging*. All staging must occur on the loading dock area and not in the hallways. For fire safety reasons, all hallways and doorways must be kept clear of tables and equipment at all times.

12.1.8 *Dollies or Hand Trucks*. Client must provide appropriate dollies and/or hand trucks for the setup and removal of supplies. Blue Drop strictly prohibits any sliding or dragging of equipment on its surfaces. All band risers and moveable items placed on the floor require rubber bearings. Blue Drop does not provide any staff to help unload and/or load equipment.

### **ARTICLE XIII: BREAKDOWN AND CLEANUP**

**13.1 Breakdown and Cleanup.** Arrangements regarding building access and removal of equipment must be reviewed in advance with your Event Coordinator. A Blue Drop representative will be assigned to oversee the breakdown and cleanup of the Event. The Client and vendors should follow Blue Drop representative's requests and leave all rented areas in the same condition as they were found. Blue Drop does not provide any staff to help set up and/or breakdown equipment.

**13.2 Checkout.** Before departing, Client is responsible for completing, signing, and submitting the attached event Check-Out checklist to the Event Coordinator prior to leaving the facility. Client acknowledges that failure to do so will make them liable for any damages the Event Coordinator identifies during his/her final walk-thru after the event has concluded. The Client will compensate Blue Drop for any damage to facilities and/or property of DC Water caused by Client, Client's guests, or Client's vendors.

HEADQUARTERS FACILITY RENTAL AGREEMENT 10-31-19

**ARTICLE XIV: ADDITIONAL GUIDELINES**

**14.1 Client Representative.** Blue Drop will coordinate the Event with only one main contact for the Event, the Client’s Representative.

**14.2 Volunteers.** Blue Drop does not allow volunteers to set-up, bartend, coat check, or clean the facility after an event.

**14.3 Donated Food.** Other than drop-off box lunches, no food is allowed to be dropped off without a caterer. Caterers must stay through the entire Event and are responsible for clean-up and removal of all items used for the Event.

**14.4 Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes any previous agreements, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Agreement.

**14.5 Governing Law.** This Agreement shall be interpreted and enforced under the laws of the District of Columbia, without regard to its choice of law rules.

**14.6 Definitions:**

**Client** – Shall mean any party that is a part of the Client’s list of guests and or service providers for the designated event. Client shall include all persons admitted to DC Water HQO with the consent of the Client or by or with the consent of any person acting for or on behalf of the Client.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first written above.

**BLUE DROP**

**CLIENT**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**

HEADQUARTERS FACILITY RENTAL AGREEMENT 10-31-19

**DC WATER HEADQUARTERS FACILITY RENTAL AGREEMENT**

**DATE OF REQUEST:** \_\_\_\_\_

**Thank you for your interest in the DC Water Headquarters Facility (DCW HQO). Please complete all information and return to Blue Drop by email to \_\_\_\_\_@bluedrop.co**

This request is not confirmed until you have received a confirming acknowledgment from the Blue Drop Representative. *Requests should be made a minimum of 14 days prior to the desired event date.* If confirmation or notice that confirmation will not be granted has not been received within five business days of submitting your request, please contact the Blue Drop Event Representative at the above e-mail or by phone 202-787-\_\_\_\_ or 202.787-\_\_\_\_\_.

Submission of this request certifies that the Client has read and agrees to all provisions contained in **the DC Water Headquarters Facility Rental Agreement.**

**Organization and Function Information**

Organization/Client: \_\_\_\_\_

**DC Water affiliation: Department:** \_\_\_\_\_ **Staff:** \_\_\_\_\_

Sponsoring Official/Signature: \_\_\_\_\_

Type of Function: \_\_\_\_\_

Space Requested: \_\_\_\_\_ Estimated Number of Guests: \_\_\_\_\_

Day/Date Requested: \_\_\_\_\_ Alternate: \_\_\_\_\_

Arrival Time: \_\_\_\_\_ Departure time: \_\_\_\_\_

Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

Will food or beverages be served? \_\_\_\_\_ Alcoholic Beverages? \_\_\_\_\_

Caterer: \_\_\_\_\_

# Security Personnel Required: \_\_\_\_\_ A/V Required: \_\_\_\_\_ A/V Vendor, if known: \_\_\_\_\_

**Contact Information**

Client Name: \_\_\_\_\_ On-Site Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

## HEADQUARTERS FACILITY RENTAL AGREEMENT 10-31-19

Other Payment Method:

\_\_\_ Check – Check Number: \_\_\_\_\_

\_\_\_ Credit Card – Card Number: \_\_\_\_\_ Security Code: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

### Setup and Special Requests

Please briefly describe your desired room setup per the attached diagram. Also please illustrate and mark up the diagram as appropriate.

### Facilities Requested:

First Floor Lobby (\_\_\_ maximum capacity) \$ \_\_\_\_\_

First Floor Patio (\_\_\_ maximum capacity) \$ \_\_\_\_\_

Second Floor Lobby (\_\_\_ maximum capacity) \$ \_\_\_\_\_

Second Floor Board Room (\_\_\_ maximum capacity) \$ \_\_\_\_\_

Penthouse (Top Floor Roof) (\_\_\_ maximum capacity) \$ \_\_\_\_\_

Adjoining amenities (bathrooms, nursing room, prep/storage spaces and catering kitchen access for vendors)

### Additional Services and Charges:

Wedding Ceremony Rehearsal – @ \$ \_\_\_\_\_ per hour. Additional time may be purchased. Subject to space availability.

### Payment and Documentation Schedule:

Signed Facility Rental Agreement and Facility Use Deposit of \$ \_\_\_\_\_ due no later than: \_\_\_\_\_

HEADQUARTERS FACILITY RENTAL AGREEMENT 10-31-19

Damage Deposit Credit Card on Hold

due no later than: \_\_\_\_\_

Remaining Balance of

\$ \_\_\_\_\_ due no later than: \_\_\_\_\_

**If deposits are not received on or by their due dates, Blue Drop has the right to cancel the Event and retain any payments already paid. All payments and documentation are due prior to the Event date. When the facility is reserved less than 30 days before the Event date, all agreements and documentation must be returned within 7 days.**