

Georgetown BID Streatery Use Agreement

THIS AGREEMENT (“Agreement”) is made the date of signature on the Signature Page (the “Effective Date”) by and between **Georgetown Business Improvement District** (“Georgetown BID”) and the following organization listed below (the “Business”), a limited liability corporation registered in the District of Columbia.

Business Name: _____
Business Address: _____
Business Address: _____
Representative: _____
Representative Email Address: _____
Representative Phone Number: _____

WHEREAS, Georgetown BID has obtained permission to operate and oversee operation of curb lane dining, retail and services (“Streatery Permit”) from the District Department of Transportation (“DDOT”); and

WHEREAS, the Business desires to participate in activities under the Streatery Permit.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties agree:

- 1) **Contract Administrator**: The Executive Director or designee, either one hereinafter referred to as the “Administrator” is Georgetown BID’s representative in charge of all activities associated with this Agreement. The Business shall not recommend or pursue actions on behalf of Georgetown BID without the express prior written approval of the Administrator.
- 2) **Scope of Streatery Use**: The Business’s Streatery use shall include but is not limited to the following:
 - a. All current and future regulations associated with standard or COVID-19 business practices as they relate to Streatery activities, restaurant operations, retail operations, service operations, public health and safety and use of outdoor public space as required by the Government of the District of Columbia

- b. All current and future management requirements posted by the Georgetown BID such as treatment of furniture when business is closed in accordance with Streatery Permit terms
- c. Operation within the curb lane space allotted to Business by Georgetown BID which is subject to reduction in the future
- d. Other regulations as assigned by Administrator

3) **Term:** The term of this Agreement shall be effective as of the Effective Date and shall continue until the Streatery Permit expiration. This Agreement may be terminated by either party upon one (1) calendar day advance written notice to the other party at its address as herein specified.

4) **Notices:** All notices, requests, reports, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) immediately upon receipt if hand-delivered in accordance with the notice provisions of this Agreement; (ii) on the day after delivery to a nationally recognized overnight courier service, or (iii) on the fifth day after mailing, if mailed to the party to whom such notices are to be given, by registered or certified US Mail, return receipt requested, and, in all cases, of prepaid and properly addressed as follows:

To Georgetown BID:
Joe Sternlicht
Executive Director
1000 Potomac Street, NW Suite 1122
Washington, DC 20007

To Business: (See contact information above)

5) **Insurance:** The Business shall be responsible for its own Streatery operating insurance in accordance with DDC requirements including the limits designated for serving alcohol and providing umbrellas or canopies in the Streatery space. The Georgetown BID shall be listed as an "additional insured" on the DDC required Streatery insurance.

6) **Indemnification:** The Business shall indemnify, defend, and hold harmless Georgetown BID, its officers, directors, agents and employees (each, including Georgetown BID, a "Covered Person") from and against any and all pending and threatened claims, losses, liabilities, litigation, damage, penalty, expense and demands of every kind and nature whatsoever (any of the foregoing a "Loss"), including, without limitation, the costs as and when incurred of investigating and defending any such Loss, and including, without limitation, reasonable attorneys' fees and disbursements therefore, incurred by a Covered Person resulting from or arising in connection with the performance of this Agreement, caused in part or in whole by any negligent or willful act or omission of Business, its officers, agents, employees or representatives. This indemnity

shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent, trademark or copyright or any actual or alleged trade secret disclosure. Business expressly understands and agrees that any performance bond or insurance protection required by this Agreement or otherwise provided by Business, shall in no way limit the responsibility to indemnify, defend and hold harmless Georgetown BID as herein provided.

- 7) **No Waivers:** No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 8) **Non-Assignability:** This Agreement shall be deemed personal to the Parties hereunder and shall not be assigned, delegated or subcontracted without the prior written consent of Georgetown BID.
- 9) **Status of Parties:** The relationship of the Parties to this Agreement is one of independent contractors and no partnership or joint venture is intended to be created. No Party shall represent itself as the agent or employee of any other Party.
- 10) **Compliance with Law:** Business shall comply with all applicable laws, orders and codes of the federal, state and local governments as they pertain to this Agreement.
- 11) **Findings Confidential:** Unless otherwise required by law, all of the reports, documents, information, data, materials, etc., provided to, received by, prepared by or assembled by the Business under this Agreement are owned by Georgetown BID, confidential, and the same shall not be made available to any individual or organization without the prior written approval of Georgetown BID.
- 12) **Ownership of Documents:** Upon termination of Agreement, any reports, documents, information, data, materials, etc., contained in the Business's files shall be disposed of in accordance with instructions from the Administrator.
- 13) **Governing Law/Venue/Severability:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the District of Columbia. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in any federal or state court located in the District of Columbia, and each of the Parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or

proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.

- 14) **Conflict of Interest**: During the term of this Agreement, the Business shall not undertake to represent any individual or entity in which Georgetown BID has an adverse interest without prior disclosure to Georgetown BID.
- 15) **Construction**: This Agreement shall not be construed against the party preparing it, but shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against any party. If any term or other provision hereon is found to be unenforceable, invalid or illegal, such term or provision shall be deemed deleted from this Agreement, and the remainder of this Agreement shall not be affected or impacted thereby.
- 16) **Authority**: Each party represents and warrants that it is fully authorized to enter into the terms and conditions of, and to execute and be bound by this Agreement. The parties agree to use their best efforts promptly to execute and to effectuate the terms provided herein. In addition, each person whose signature appears hereon warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement.
- 17) **Binding Effect**: This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 18) **Recitals**: The Recitals are expressly incorporated herein by reference.
- 19) **Entire Agreement**: This Agreement incorporates the entire understanding of the parties hereto, and supersedes any and all prior agreements or understandings (written or oral) relating to the subject matter hereof. This Agreement can only be modified in a writing signed by duly authorized representatives of both parties hereto.
- 20) **Counterparts**: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date written below.

Initial below:

_____ I certify that the Business is up-to-date on the following documents (as applicable), operates under the current terms of these documents and can supply each to the BID if requested:

- a. Certificate of Occupancy
- b. Basic Business License
- c. Alcohol License
- d. Confirmation of DC Reopening Registration GoogleForm completion
- e. Certificate of Insurance meeting requirements for serving alcohol and using umbrellas or shade awnings required by DDOT

_____ I certify that it is the responsibility of the Business to understand and comply with all BID and DC regulations associated with Streatery use, outdoor dining and other related business operations and agree to **pay all fines** associated with failure to adhere to said regulations including those levied against the BID on account of the Business.

_____ I certify and understand that the BID has the right to modify and/or revoke use of the Streatery at any time for any reason and will comply with all associated requests to do so within one (1) calendar day notice.

WITNESS

Business

By: _____

Printed Name: _____

Title: _____

WITNESS

Georgetown Business Improvement District

By: _____

Joe Sternlieb
 Executive Director

Effective Date: _____