



THE PORTRAIT
BUILDING

Rules & Regulations

The Portrait Building Amenity Space
701 8th Street NW, Washington, DC 20001
Suite 102

General

1. **HOURS OF OPERATION:** The Portrait Building Amenity Space (PBAS) is open between the hours of 8:00 A.M. to 6:00 P.M., Monday through Friday. The facility is closed on Saturday & Sunday and building holidays unless specific arrangements are made in advance. Reservations that are requested outside operating hours can usually be accommodated but are subject to overtime HVAC and/or janitorial services, if required. Please leave a note in the reservation portal under special requests if reservations are outside normal operating hours.
2. **USE OF FACILITY:** The use of the facility shall be at Tenants sole risk and neither the Owner nor the Manager (or their respective agents) shall be liable for any injuries, liabilities, damages, expenses, causes of action, suits, claims, judgements and/or costs whatsoever arising out of or connected with Tenants use of the Facility. Tenants are asked to be respectful, courteous and professional to all parties within the PBAS. Please conduct meetings and/or events in a professional manner. Occupancy limits must be adhered to and sufficient space to exit the conference room must be maintained.
 - a. **COMPLIANCE:** Tenant shall, at Tenant's sole expense, (i) comply with all laws, orders, ordinances, and regulations of federal, state, county, and municipal authorities having jurisdiction over the Facility, and (ii) comply with any directive, order or citation made pursuant to law by any public officer requiring abatement of any nuisance or which imposes upon Landlord or Tenant any duty or obligation due to conditions which have been created by or at the request or insistence of Tenant, or required by reason of a breach of any of Tenant's obligations under their lease or by or through other fault of Tenant; and (iii) comply with all insurance requirements applicable to the Facility, including as set forth below. If Tenant receives notice of any such directive, order, citation or of any violation of any law, order, ordinance, regulation or any insurance requirement, Tenant shall promptly notify Landlord in writing of such alleged violation and furnish Landlord with a copy of such notice.
 - b. **LEGAL:** Tenant shall not use or permit the Facility, or any part thereof, to be used in violation of any present or future applicable law, regulation or ordinance, or of the certificate of occupancy issued for the Building or the Facility, or any document of record which encumbers the Building, and shall immediately discontinue any use of the Facility which is declared by any governmental authority having jurisdiction to be in violation of law or said certificate of occupancy. Tenant will not use or permit the Facility to be used for any purposes that interfere with the use and enjoyment of the Building by Landlord or the other tenants, or which violate the requirements of any insurance company insuring the Building or its contents, or which, in Landlord's sole discretion, impair the reputation of the Building. Tenant shall refrain from and discontinue such use immediately upon notice from Landlord.



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3. **EQUIPMENT:** Equipment provided for Amenity Space users is considered “plug and play”. Please notify the Property Management Team immediately if any equipment is not working properly. Any equipment (microphones, adapters, A/V cords, etc.) borrowed by the tenant from PBAS must be placed in the front of the room and turned completely off at the end of each tenant event. At the end of each meeting, a representative from PBAS will check that all equipment remains in working order. Users of the Amenity Space will be charged for any equipment that is damaged. If additional furniture is required, please contact the Property Management Team for approval.
4. **REPAIR AND RETURN OF FACILITY:** PBAS, the tenant, and the caterer/vendor shall conduct an inspection to note property condition. Any deficiencies noted prior to the event shall be logged and identified as existing. Any damages noted after the event shall also be logged and assessed. At this time, PBAS shall exercise their right to repair any damages and collect reimbursement costs from the tenant within 30 days of the occurrence. If a tenant does not reimburse the landlord for the costs, Amenity Space privileges will be revoked/suspended.
6. **HOLD HARMLESS:** Tenant agrees that its use of the Amenity Space may not interfere with the operation of the property or other tenants’ use thereof. In addition to any provisions in its lease with the owner of the property, tenant agrees to indemnify and hold harmless the Owner, and their respective affiliates, from and against all claims, losses, damages, liabilities or expenses incurred (including attorney’s fees) as a result of tenant’s use of the Amenity Space.
7. **DELIVERIES:** All deliveries must come through the loading dock using the freight elevator only. Elevator and floor protection may be required depending on the type of event. All deliveries must be coordinated with management.
8. **CERTIFICATE OF INSURANCE:** All vendors providing services for the event (including but not limited to caterers, AV technicians, and clean-up staff) must provide an updated certificate of insurance at least 48 hours prior to the event commencement date.
 - a. **Commercial General Liability** insurance on an occurrence form for bodily injury and property damage with limits of \$1,000,000 each occurrence and \$2,000,000 from the aggregate of all occurrences in the policy year, including but not limited to premises-operation, products-completed operations and contractual liability.
 - b. **Business Automobile Liability** covering owned, hired and non-owned vehicles with limits of \$1,000,000 combined single limit each occurrence.
 - c. **Employer’s liability insurance** in an amount not less than \$1,000,000.
 - d. **Umbrella/excess liability insurance** on the above with limits of \$ (see below).
 - e. **Workers’ compensation insurance** in accordance with the laws of the state with jurisdiction.
 - f. **Property insurance** “the equivalent of causes of loss – special form” for the full replacement cost of all personal property, equipment, etc. owned by the contractor (vendor) and brought onto the property. Any deductible on covered losses shall be borne by contractor (vendor).



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The insurance coverages contained in items 1, 2 and 4 above shall, without liability on the part of the Owner, Cushman & Wakefield U.S., Inc., or Clarion Partners for premiums, include the following as additional insured:

1. Regency Portrait LLC
2. Clarion Partners
3. Cushman & Wakefield U.S., Inc.

UMBRELLA/EXCESS LIABILITY LIMITS

<u>\$2,000,000</u>	<u>\$4,000,000</u>
- CARPET & FLOORING CONTRACTORS	- ELEVATOR/ESCALATOR CONTRACTORS
- PAINTERS	- WINDOW CLEANING & OTHER TRADES INVOLVING THE USE OF SCAFFOLDING
- EXTERMINATOR	- ROOFING/SKYLIGHT CONTRACTORS
- GLASS CONTRACTORS	- ELECTRICAL CONTRACTORS
- DISPLAY SIGN AND DISPLAY SET-UP CONTRACTORS	- CONCRETE CONTRACTORS
- PLUMBER	
- LANDSCAPER	
- HOOD VENT CLEANER	
- SHEETROCK AND FRAMING CONTRACTOR	
- MECHANICAL CONTRACTOR	
- CARPENTERS	
- GATE/DOOR CONTRACTORS	
- SECURITY EQUIPMENT INSTALLERS	
- SECURITY CONTRACTORS	
- MOVING COMPANIES	
- CLEANING CONTRACTORS	



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4. **RULES:** If Tenant does not abide by the rules, then Owner may terminate such Tenant's privileges to use the facility.
5. **MISCELLANEOUS:** If a guest is found to be in possession of illegal drugs or illegal firearms, PBAS has the right to terminate the event immediately. Taping or otherwise affixing signs or other items on the walls/room number signs is prohibited due to the possible damage or scarring. No rice, confetti or glitter may be used inside or outside of the facility.

Amenity Space Requirements

1. **RESERVATIONS:** Reservations will be made on a "first-come, first-served" basis, up to six months in advance and 24 hours at the latest.

Reservation Management

The PBAS uses a reservation management platform called [Electronic Tenant Handbook](#) (ETH) accommodate room scheduling needs. ETH allows tenants to find and reserve space for single or multi-day meetings and events. It can also be used to reserve the additional resources and services, such as audio-visual support, catering and room set-up.

All room reservations must be made by the tenant through the ETH to be granted. If a tenant needs further assistance during the booking process, they may email Property Management at Portrait.Service@cushwake.com. Upon making a reservation, tenants are required to complete all necessary information regarding the room reservation (i.e. number of attendees, desired room configuration and maximum time needed). If the reservation received is not fully completed, the request will not be approved.

Extended Reservations

Room Reservations may be no longer than 2 consecutive weeks. If a tenant has an event that is longer than the maximum reservation timeframe, tenants may email Property Management at Portrait.Service@cushwake.com with their request. In the request, tenant must specify the desired date range, conference rooms needed and a brief description of the event for consideration. Reoccurring meetings may not be requested more than one month in advance and will only be approved upon availability.

2. **CANCELLATIONS:** To allow others to use the space, please cancel your room reservation in advance online via the ETH. You will receive a cancellation confirmation by email from once your cancellation request has been processed. Cancellations made between 30 days and 24 hours prior.

Amenity Space Services



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1. **ROOM CONFIGURATION:** When arriving at PBAS, rooms will be delivered in the configuration noted in the Tenant's reservation. If the tenant does not confirm their desired room configuration at least 24 hours in advance, the room will be set to default (conference room and lounge configuration). PBAS staff is not required to change room configurations during tenant's reservation.
2. **AUDIO-VISUAL SUPPORT:** When reserving a room at PBAS, rooms will be delivered "as-is" with existing audio-visual (AV) equipment (screen/TV provided as "plug-and-play"). Owner will not be responsible or liable if AV equipment does not function properly. Building staff is not guaranteed to be able to assist with A/V issues; therefore, the tenant must make prior arrangements if they need assistance.
3. **CATERING:** Tenants are allowed to use outside catering vendors for their events and must submit a current Certificate of Insurance (COI) to the Property Management team at least 48 hours prior to their event. The tenant is responsible for coordinating food delivery, signing off on said delivery and clean up at the end of the event (see section 4 of General).
4. **ALCOHOL:** Tenant is responsible for controlling the serving of alcoholic beverages and shall not permit the serving of alcoholic beverages to minors. If tenant will be serving alcohol at their event, they must contact the Property Management Team at least 48 hours in advance to receive approval prior to the event. If the tenant hires third-party vendor to supply alcohol, the tenant must provide the desired vendors Certificate of Insurance (COI) at least 48 hours in advance.

All alcoholic beverages are to be dispensed by a non-drinking server and shall be limited to beer and wine. Alcoholic beverages shall not be served to anyone who is acting like they are, it is suspected of being, impaired as a result of alcohol intake. Tenant shall provide with evidence that it has secured dram shop insurance with total limits of liability for bodily injury, loss of means of support, and property damage because of each occurrence of not less than Three Million Dollars (\$3,000,000.00).

ACKNOWLEDGEMENT

Repeated failure of refusal to comply with these Rules and Regulations will result in the loss of privileges. Landlord or Building Manager may prohibit the use or close the Facility at any time if misused in any way.

User must sign below acknowledging that they have read and clearly understand all the above rules and regulations to continue use of The Portrait Building Amenity Space facility.



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READ AND UNDERSTOOD BY:

Tenant Name and Suite Number: _____

Representative Name (please print): _____

Representative Email Address: _____

Signed: _____

Date: _____

Thank you for your cooperation

We look forward to hosting your next event at The Portrait Building!