

Georgetown BID Streatery Use Agreement

THIS AGREEMENT (“Agreement”) is made as of the final signature on the Signature Page (the “Effective Date”) by and between **Georgetown Business Improvement District** (“Georgetown BID”) and the business listed below (the “Business”), collectively the “Parties.”

Business Name: _____

Business Address: _____

Business Address: _____

Representative: _____

Representative Email Address: _____

Representative Cell Phone Number: _____

Name of back up contact if representative cannot be reached: _____

Backup contact cell phone number: _____ Email: _____

RECITALS

WHEREAS, The Georgetown BID has obtained a permit to occupy and oversee operation of curb lane dining, and other permitted activities (“Streatery Permit”) from the District Department of Transportation (“DDOT”); and

WHEREAS, the Business desires to participate in permitted activities under the Streatery Permit; and

WHEREAS, the Business agrees to comply with all applicable rules and regulations related to use of the public space that is covered by the Streatery Permit;

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

- 1) **Administrator**: The BID CEO, or his designee, hereinafter referred to as the “Administrator”, is Georgetown BID’s representative and is empowered to represent the Georgetown BID in all aspects of this Agreement. The Business shall not recommend or pursue any action on behalf of Georgetown BID without the express prior written approval of the Administrator.
- 2) **Scope of Streatery Use**: The Business’s activities in the Streatery must comply with all of the following:

- a. All current and future District of Columbia regulations associated with Streatery activities, and for the specific use of the space including but not limited to: restaurant operations, retail operations, service operations, public health and safety, and use of outdoor public space.
 - b. All terms of the Streatery Permit including management requirements posted by the Georgetown BID, including, but not limited to, treatment of furniture when business is closed and trash management. These terms and requirements are subject to change and are effective when posted on the Georgetown BID's website, or emailed to the Business representative.
 - c. Operation within the curb lane space allotted to the Business by Georgetown BID. Such space allocation is subject to change by DDOT or the BID. The BID will work with each Business to maximize space that is available to them without infringing on other businesses. As more businesses participate in this program, the Business should not expect to be allocated more space than the width of their building.
 - d. The Business will remove furniture and other items from the Streatery at the request of the BID or DDOT.
 - e. The Business will temporarily remove furniture or other items from the Streatery at the request of a utility or contractor that must gain access to the street for permitted work.
 - f. All other Streatery regulations or requirements as posted by Administrator
 - g. The Business will keep the Streatery clean and presentable.
 - h. The Business agrees to pay any District-imposed costs or fees associated with its use of the public space that are imposed on the BID. These may include public space fees, and meter fees.
 - i. The Business Agrees to pay for any repair costs that are attributable to its, its patrons, suppliers, contractors or any delivery personnel.
- 3) **Term:** This Agreement shall be effective as of the Effective Date and shall continue until the Streatery Permit expiration. This Agreement may be terminated by the Business upon written notice to the Georgetown BID. The BID may terminate this Agreement if the Business is in violation of any of the provisions of the Agreement and fails to cure safety violations immediately upon notice, or other violations within 48 hours of notice. Notwithstanding this clause, the BID or DDOT may terminate the Streatery Permit at any time at its sole discretion.

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 immediately upon sending by email.

To Georgetown BID:

Joe Sternlieb

CEO

Georgetown Business Improvement District

jsternlieb@georgetowndc.com

with copy to: Streatery@georgetowndc.com

To Business: (see contact information above)

- 4) **Insurance:** The Business shall be responsible for its own Streatery operating insurance in accordance with DDOT requirements including the limits designated for serving alcohol and placing umbrellas or canopies in the Streatery space if applicable. The Georgetown BID and the District of Columbia shall be listed as an “additional insured” on the DDOT required Streatery insurance.
- 5) **Indemnification:** The Business acknowledges that the Georgetown BID shall not be responsible for the actions or inactions of the Business or its guests, vendors or others and shall have no liability to the Business for any reason. 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 any way in connection with this Agreement, including any Loss 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.
- 6) **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.

- 7) **Non-Assignability**: This Agreement shall be deemed personal to the Parties hereto and shall not be assigned, delegated or subcontracted without the prior written consent of Georgetown BID.
- 8) **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.
- 9) **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.
- 10) **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.
- 11) **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 herein 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 impaired thereby.
- 12) **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.
- 13) **Binding Effect**: This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 14) **Recitals**: The Recitals are expressly incorporated herein by reference.

- 15) **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.
- 16) **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 canopies 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 I 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: _____

Joseph Sternlieb
 CEO

Effective Date: _____