

Georgetown BID Streatery and/or Deck 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 Owner Name: _____

Owner Email Address: _____

Owner Cell Phone Number: _____

Back-up contact if owner/GM cannot be reached: _____

Back-up contact cell phone number: _____ Email: _____

Name of on-site manager to respond during emergencies: _____

On-site manager cell phone number: _____ Email: _____

Name of back-up on-site manager to respond during emergencies: _____

Back-up manager cell phone number: _____ Email: _____

RECITALS

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

WHEREAS, the Business desires to participate in permitted activities under the 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 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 and/or Deck Use**: The Business's activities in the curb lane or deck must comply with all of the following:

- a. All current and future District of Columbia regulations associated with curb lane activities, and for the specific use of the space including but not limited to: restaurant operations, alcohol consumption, retail operations, service operations, public health and safety, signage, and use of public space.
- b. All terms of the Permit including management requirements posted by the Georgetown BID, including, but not limited to, treatment of furniture when business is closed, emergency response including overnight and in adverse weather, 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 only the curb lane or deck 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 or Deck at the request of the BID, or the District government, and/or public utilities, or their agents, employees, or contractors. The Business will make a good faith effort to remove all furniture and other items within thirty minutes by being requested to do so by any of the above entities. Nothing in this clause creates an affirmative obligation of the Georgetown BID, District of Columbia, or public utilities to notify a Business of the need to remove furnishings and other items from the streatery and/or deck.
- e. All other Streatery or Deck regulations or requirements as posted by Administrator.
- f. The Business will keep the Streatery or Deck clean and presentable.
- g. 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 fines, public space fees, and meter fees.
- h. The Business agrees to pay for any repair costs that are attributable to it, its patrons, suppliers, contractors or any delivery personnel.

i. The Business understands that repeated failure to comply with this Agreement, the streatery and/or deck guidelines, or requirements from the District of Columbia and public utilities may result in loss of use of the streatery and/or deck area.

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 or Deck space if applicable. The Georgetown BID and the District of Columbia and public utilities shall be listed as an “additional insured” on the DDOT required Streatery insurance.

5) **Indemnification:**

a. 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, the District of Columbia, public utilities, and their officers, directors, agents, employees, and contractors (each, 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, or any Loss resulting from an interruption in business caused by removal of the streatery and/or deck for access to the right-of-way and/or utilities. 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, the District of Columbia, and public utilities as herein provided.

b. The District of Columbia and public utilities have immediate and unchallengeable rights to access the right-of-way (including roadway, curb, and sidewalks) and their utilities in whatever manner and for however long they require. Any furnishings or other property on the streatery and/or deck are therefore subject to be removed by the Georgetown BID, the District of Columbia, and/or public utilities and their employees, agents, or contractors. The Business accepts all liability for damage to the furnishings or other property that may occur when removed by entities identified in this section.

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.

_____ I certify I understand that in order to access utility covers under the deck, 30 minute notice may be given to business to remove furnishings and decor from the deck or these may be removed by the BID, a third party contractor, the District of Columbia, or a public utility, and the BID or the party that removes such furnishings or decor is not responsible for damages or loss of property.

<p>Business</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p>	<p>Georgetown Business Improvement District</p> <p>By: _____</p> <p>Joseph Sternlieb CEO</p> <p>Effective Date: _____</p>
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Georgetown BID Streatery and/or Deck Guidelines and Use Agreement – Addendum A

Streatery areas and sidewalk deck extensions are located in the District of Columbia right-of-way under which there are water, sewer, gas, electric, and communications utilities. Utility companies and the District of Columbia have immediate and unchallengeable rights to access their utilities and the right-of-way (including roadway, curb, and sidewalks) in whatever manner and for however long they require. Therefore, the Georgetown BID shall maintain a contractor to temporarily remove sidewalk extension platforms and barriers on short notice from any utility or the District that requires access to the street or underground utilities. And, to ensure access to the street and utilities, the business agrees to the following terms:

1. No permanent furnishings or décor may be installed on the deck. No furnishings or décor may be physically attached to the deck (i.e., no screwing into the deck surface, no use of glue, etc.) All furnishings and décor must be easily and very quickly removable from the deck.
2. All décor attached to barriers must be contained within each individual barrier section, and must allow for an individual barrier section to be easily detached and removed. Décor may not obscure the barrier connections or block reflective tape or any other safety features. The business understands that if décor does not comply with this requirement, decor may be removed, damaged, or destroyed by the Georgetown BID, the District of Columbia, public utilities, and their agencies or contractors, without notice to the business, and without compensating the business for any lost or destroyed items.
3. The Business is encouraged to remove furnishings and other property from the streatery and/or deck when the Business is closed. If the Business leaves furnishings or other property on the streatery and/or deck when the Business is closed, the Business understands that the furnishings and other property may be damaged and/or may be removed in the event of an emergency, and the Business will be liable for any damage per section 5(b) of the Streatery and Deck Use Agreement.
4. No seating, tables, or other furnishings or objects may be placed directly above or within 12 inches of utility covers. The BID will clearly mark these locations on the surface of the deck and the business agrees to keep all furnishings off these markings at all times.
5. The Business agrees to immediately comply with all requests by the BID, DC government agencies, utilities, or contractors for access to utilities, which will require temporary removal of decking sections.

6. The Business agrees to comply with any guidance from the District of Columbia regarding operations for snow events or other adverse weather conditions.

Operation in the Streatery and/or on the deck is a privilege extended to the businesses by the Georgetown BID and may be revoked if the business does not comply with the following guidelines:

7. The Business shall maintain their streatery and/or deck area and keep it clear of trash and food waste, and shall not use public trash cans for any restaurant generated trash. The Business shall notify the Georgetown BID of any rodent activity on the streatery and/or deck. The Georgetown BID may perform seasonal power washing of the deck, which may require removal of the deck panels, and will notify the Business of any planned power washing.

8. The Business shall notify the Georgetown BID of any damage that occurs to the streatery and/or deck, including damage to any traffic safety barriers and planters.

9. The Business shall only operate within the space allocated to them, and shall not move or adjust barricades to occupy more space. The business shall only operate in front of an adjacent business with the express written permission of the authorized representative of the adjacent business(es).

10. The Business shall comply with all District of Columbia guidelines and regulations regarding spacing of tables, party size limitations, hours of operation, sanitation, and any other regulations issued during the COVID-19 public health emergency.

11. The Business shall comply with the District and the Old Georgetown Board guidelines regarding furnishings and decor.