



Rules & Regulations

The McPherson Building Conference Center
901 15th Street NW, Washington, DC 20005
Suite 250

General

1. **HOURS OF OPERATION:** The McPherson Building Conference Center (MBCC) is open between the hours of 8:00 A.M. to 8:00 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.
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 MBCC. 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.

3. **EQUIPMENT:** Equipment provided for conference center 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 MBCC 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 MBCC will check that all equipment remains in working order. Users of the conference center 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:** MBCC, 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, MBCC 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, conference center privileges will be revoked/suspended.
6. **HOLD HARMLESS:** Tenant agrees that its use of the Conference Center 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 Conference Center.
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 in the minimum amount of \$2,000,000 per occurrence, \$2,000,000 per location aggregate, including Personal Injury Coverage (False Arrest, Detention or Imprisonment, Malicious Prosecution, Libel, Slander, Defamation or violation of Right of Privacy, Wrongful Entry or Eviction or other Invasion or Right of Private Occupancy), broad form Property Damage (including broad form contractual liability coverage for Contractor's indemnification as provided for in this Agreement), Premises Operations, Products/Completed Operations Hazard, and Independent Contractors
 - b. **Workers' Compensation** Insurance in statutory amounts which shall contain a waiver of subrogation in favor of Agent and Owner
 - c. **Employers Liability** Insurance in the minimum amount of \$500,000
 - d. **Automobile Liability** Insurance covering owned, non-owned and hired automobiles, trucks and trailers used by Contractor in the minimum amount of \$1,000,000 combined single limit for Bodily Injury and Property Damage
 - e. Vendor assumes all risks and liabilities for and agrees to indemnify and hold Owner, and



- Owner's wholly owned subsidiaries and the employees and agents of Owner and Owner's wholly owned subsidiaries, and Agent harmless from any and all claims of loss, damage, liability and expense, including reasonable attorney's fee and costs, as a result of any act, error, omission, or negligence of the vendor, or vendor's agents or employees, or as a result of any dangerous or defective products or services supplied by the vendor arising or incurred in connection with the providing of products and services as specified herein.
- f. Non-occupational and Disability Insurance, if required by the State where the Property is located
 - g. In the event that Contractor is to park motor vehicles as part of the Services herein, Garage Keepers Legal Liability Insurance in an amount of not less than \$1,000,000, which insurance may be subject to a deductible provision not to exceed \$250 per occurrence;
 - h. In the event Contractor is to operate a parking garage as part of the Services herein, Garage Liability Insurance in an amount of not less than \$1,000,000 combined single limit; and
 - i. **Umbrella Liability** providing coverage excess of the required employer's liability, commercial general liability, and commercial automobile liability insurance policies in a minimum amount of \$2,000,000 unless otherwise approved in writing by Agent or Owner. (Owners' and contractors' protective liability policy in total limits of (A) and (I) may be used instead of a commercial general liability and an umbrella policy naming the additional insureds as the insured.)
 - j. **Additional Insured:**
 - 1. The Northwestern Mutual Life Insurance Company
 - 2. Cushman & Wakefield U.S., Inc.



EXCESS LIABILITY (UMBRELLA) LIMITS

\$2,000,000	\$4,000,000
carpet & flooring contractors	elevator/escalator contractors (ref. separate instructions attached)
painters	window cleaning & other trades involving the use of scaffolding
exterminator	general contractors for tenant improvements
glass contractors	roofing/skylight contractors
display sign and display set-up contractors	electrical contractors
plumber	structural steel contractors
landscaper	concrete contractors
HVAC	
hood vent cleaner	
sheetrock and framing contractor	
mechanical contractor	
carpenters	
wood, stone, and metal restoration	
gate/door contractors	
security equipment installers	
security contractors	
trash and recycling	
moving companies	
cleaning contractors	
water treatment	



9. **RULES:** If Tenant does not abide by the rules, then Owner may terminate such Tenant's privileges to use the conference facility.
10. **MISCELLANEOUS:** If a guest is found to be in possession of illegal drugs or illegal firearms, MBCC 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.

Conference Center Requirements

1. **RESERVATIONS:** Reservations will be made on a "first-come, first-served" basis, up to three months in advance and 48 hours at the latest.

Reservation Management

The MBCC 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 McPherson.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 3 consecutive days. If a tenant has an event that is longer than the maximum reservation timeframe, tenants may email Property Management at McPherson.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.

Conference Center Services

1. **ROOM CONFIGURATION:** When arriving at MBCC, 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). MBCC staff is not required to change room configurations during tenant's reservation.



2. **AUDIO-VISUAL SUPPORT:** When reserving a room at MBCC, 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 McPherson Building Conference Center facility.

READ AND UNDERSTOOD BY:

Tenant Name, Building 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 McPherson Building!