

# THE “360” ROOF DECK RULES & REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Project. In the event of any conflict between the Rules and Regulations and the other provisions of the License Agreement, the latter shall control.

## 1. LIMITATIONS

- 1.1. Use of the Rooftop Deck is limited to a **total of 290 persons**.
- 1.2. The related Event must be held directly by the tenant; Tenant may not license or assign to any other person the right to use the Rooftop Deck.
- 1.3. No Event held on the Rooftop Deck may be used in order to generate income or profit for Tenant, and use is strictly limited to events incidental to Tenant’s business (e.g., a party for employees) or be of a personal nature (e.g., retirements, business anniversary parties, etc.).
- 1.4. The Rooftop Deck shall not be used for any Event honoring, featuring or raising funds for any public official, political organization or other entity that has a political or partisan characterization.
- 1.5. Tenant may not use the Rooftop Deck if an uncured default exists under its Lease in the Building.
- 1.6. Landlord reserves the right to impose a reasonable limitation on the number of Events which a Tenant may hold within any twelve (12) month period.

## 2. RULES

- 2.1. Tenant is responsible for obtaining all necessary and appropriate permits and licenses relating to the Event and providing copies of the same to Manager.
- 2.2. Tenant shall comply with all governmental rules, regulations, ordinances and laws applicable to the Function and its use of the Licensed Space. Prior to the Start Time, Licensee shall obtain and provide Licensor with copies of any permits and other approvals necessary to perform the Event.
- 2.3. All Events must be concluded by 8:00 p.m.
- 2.4. Guests must use elevators designated by Manager.
- 2.5. There shall be no smoking permitted at any Event.
- 2.6. Any decorations for the Event must be reasonably approved by Manager.

- 2.7. The Roof Deck shall not be used for any offensive purpose.
- 2.8. All clean-up/item removal must occur by no later than 1 (one) hour following the conclusion of the Event.
- 2.9. Tenant must ensure that tenant and guests stay within designated area. Tenant is responsible for keeping guests orderly.
- 2.10. No children under eighteen (18) years of age shall be permitted unless directly supervised by an adult.
- 2.11. Manager shall approve in advance any proposed signage for the event.
- 2.12. No open flames shall be permitted (other than properly supervised and permitted chafing dishes). Licensee shall not permit or suffer any flammable, toxic or otherwise hazardous materials to be transported through, or used, located, or stored within, the Licensed Space.
- 2.13. No signage, decorations, frames, etc. shall penetrate the floors, walls, planters or any other permanent fixtures of the Roof Deck or the building.
- 2.14. Entrance for Event will be limited to the main entrance. However, all building entrances will remain unobstructed at all times.
- 2.15. All table legs and other equipment must have rubber protectors or a protective surface.
- 2.16. Abandoned property shall become the property of the Landlord.
- 2.17. No fireworks or similar entertainment of any sort will be permitted.
- 2.18. All vendors used must present a Certificate of Insurance (COI) to Manager prior to entering property. Please see the attached insurance requirements.  
  
Any caterer hired by the User shall present evidence of Liquor Liability insurance coverage which shall not be satisfied by the User's Host Liquor Liability insurance.
- 2.19. Selected caterer and user must agree to meet with the Manager at least ten (10) working days prior to the Event to coordinate proper building use.
- 2.20. Only background music may be played, beginning at 6:00 p.m.
- 2.21. Building clients may use the lobby for ingress and egress during an Event. However, the Event may not leave the Roof Deck and continue in the common areas of the building, such as the main lobby.
- 2.22. Security and Janitorial personnel will be on the premises during all special events at the expense of the user.

2.23. Tenant shall immediately reimburse to Landlord the cost of any damage/clean-up caused by the Event.

2.24. No items shall be thrown from the roof. All items, furnishings, equipment, etc. shall be secured against movement/damage by wind.

2.25. No Roof Deck furniture shall be removed from the Roof Deck.

2.26 Restrooms will be made available on the 7th Floor of the building. Restrooms on the Floor of the Building on which Tenant is located may also be used with Manager's reasonable approval with the understanding that all restrooms will be thoroughly cleaned within one hour of the conclusion of the Event.

2.27 Landlord reserves the right to exclude or expel from the Roof Deck any person who, in the judgment of Manager, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

2.28 No alcoholic beverages or glasses may leave the Roof Deck.

2.29 Licensee shall not take or use any recordings, film, photographs, drawings or other media showing the name of the Building or the name or image of Licensor, Licensor's Agent or any Licensor Related Parties without the written approval of Licensor. In addition, Licensee shall not take or use any recordings, film, photographs, drawings or other media showing the name or image of any tenant or occupant of the Building without the written approval of such tenant or occupant.

2.30 Licensee shall not park any vehicle or locate any equipment within twenty (20) feet of the Fire/Life/Safety access point (s) or block any fire exit, path or access.

2.31 No animals or pets are permitted on the Roof Deck, with the exception of service or assistive animals in accordance with applicable laws. Tenant should coordinate with its employees and guests prior to the event to establish the need for assistive animal(s) on the Roof Deck. If any service or assistive animals will be present, please notify the Building Management Office at least 3 days prior to the event date.

Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, Building, the Common Areas and the Project, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant, nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all tenants of the Project. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.