



## ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item  
Meeting of October 23, 2010**

**DATE:** October 15, 2010

**SUBJECT:** Approval of a License Agreement and a Use Agreement for the Use of Space in the Artisphere, 1101 Wilson Boulevard, Arlington, Virginia (RPC #16039002).

**C. M. RECOMMENDATION:**

1. Approve the attached standard form Artisphere License Agreement and the Artisphere Use Agreement (Short Form) for use of space at the Artisphere;
2. Authorize the County Manager to execute, on behalf of the County Board, the approved License Agreement, subject to approval as to form of each License Agreement by the County Attorney;
3. Authorize the County Manager to approve a rate schedule for the use of the Artisphere space, equipment, and staff time, which schedule shall be attached to each License Agreement and each Use Agreement;
4. Authorize the Executive Director of the Artisphere to execute, on behalf of the County Board, each Use Agreement, provided that it is: properly and fully completed; consistent with the County's lease of 1101 Wilson Boulevard; and consistent with the approved rate schedule; and
5. Authorize the County Manager, upon prior written approval from the County's landlord, 1101 Wilson Owner, LLC, to amend the portions of the License Agreement concerning the provision of access to the licensed premises by the licensees, provided that such licensees comply with written conditions approved by the County Manager.

**ISSUES:** This report requests the County Board to: 1) approve two standard form license agreements for the County to permit other persons and entities to use designated space in the Artisphere on a short term, temporary basis; 2) authorize the County Manager to approve a rate schedule for the use of space, equipment, and staff in the Artisphere; 3) authorize the County

County Manager:

County Attorney:

Staff: Michael Halewski, DES – Real Estate Bureau

18.

Manager to amend portions of the License Agreement concerning access to the licensed premises. No issues have been identified.

**SUMMARY:** The Arlington County Department of Parks, Recreation, and Cultural Resources (DPRCR), staff has scheduled and will continue to schedule the use of space within the Artisphere for a variety of artistic and cultural events, and rentals for ancillary uses. As a condition of the County's lease of the Artisphere space from the landlord, the County must enter into written agreements before the County can permit others to use space within the Artisphere. County staff anticipates one or two of the longer License Agreements will be signed each year for temporary, but longer term and intermittent users. County staff also anticipates that there will be a large volume of the shorter form Use Agreements signed each month. Due to the volume of such agreements, County staff created, and the County's landlord has reviewed and approved, two standardized agreements for approval (in advance) by the County Board. The County Board is requested to: 1) approve these form agreements; 2) authorize the County Manager to execute each License Agreement; 3) authorize the Executive Director of the Artisphere to execute each Use Agreement if certain conditions are met; 4) authorize the County Manager to approve a rate schedule for use in the Artisphere; and 5) authorize the County Manager to amend portions of the License Agreement concerning access to the licensed premises by the licensees (provided certain conditions are met).

**BACKGROUND:** The County leased approximately 53,826 square feet of space in the building located at 1101 Wilson Boulevard, Arlington, Virginia, from the County landlord, 1101 Wilson Owner, LLC, by a Deed of Lease, dated November 20, 2008. The County's lease limits the County's use of the space to museum uses, cultural uses, and other ancillary uses. The County leased the space for use as a cultural center, which is known as the "Artisphere". The County opened the Artisphere in early October, incorporating a variety of cultural and artistic events and programs. The County's lease requires the consent of the County's landlord for, among other things, any license or use agreement entered into between the County and a third party for the third party's use of space in the Artisphere.

The Artisphere is located in the Rosslyn submarket of Arlington County, lying on the north side of Wilson Boulevard, between North Kent Street and North Lynn Street. It is located within the North Rosslyn Civic Association. The Artisphere is more particularly shown on the Vicinity Maps attached hereto as Attachments 1, 2, and 3.

**DISCUSSION:** Standardized agreements have been developed by County staff, and approved by the County's landlord, for the use of space in the Artisphere by other persons and entities, including, but not limited to, performers, artists, and other program providers. The License Agreement, titled "Artisphere License Agreement", is attached as Attachment 4. The License Agreement is for use by the County and those program providers (licensees) that have temporary, intermittent, but longer term space needs in the Artisphere. One example of where the License Agreement would be used is to permit a theater company to use the black box theater space in the Artisphere for several theatrical production runs throughout the year. The County Board is requested to approve the form Artisphere License Agreement, and authorize the County Manager to execute each Artisphere License Agreement, subject to approval as to form by the County Attorney.

The Artisphere License Agreement currently provides, in accordance with sound property and risk management practices, that no access keys shall be provided by the County to any licensees. The County Board is also requested to authorize the County Manager to amend the form Artisphere License Agreement, concerning access to the licensed premises by the licensees. Such amendment would require the licensee to meet certain conditions established by the County Manager, and the approval of the County's landlord.

The Use Agreement, titled, "Artisphere Use Agreement (Short Form)", is attached as Attachment 5. The Use Agreement is for use by the County and short term program providers. One example of where the Use Agreement would be used is to permit a singer/songwriter to use the dome theater for a one-time, two hour musical performance. Due to the frequency of these smaller Use Agreements, the County Board is requested to authorize the Executive Director of the Artisphere to execute such agreements on behalf of the County Board.

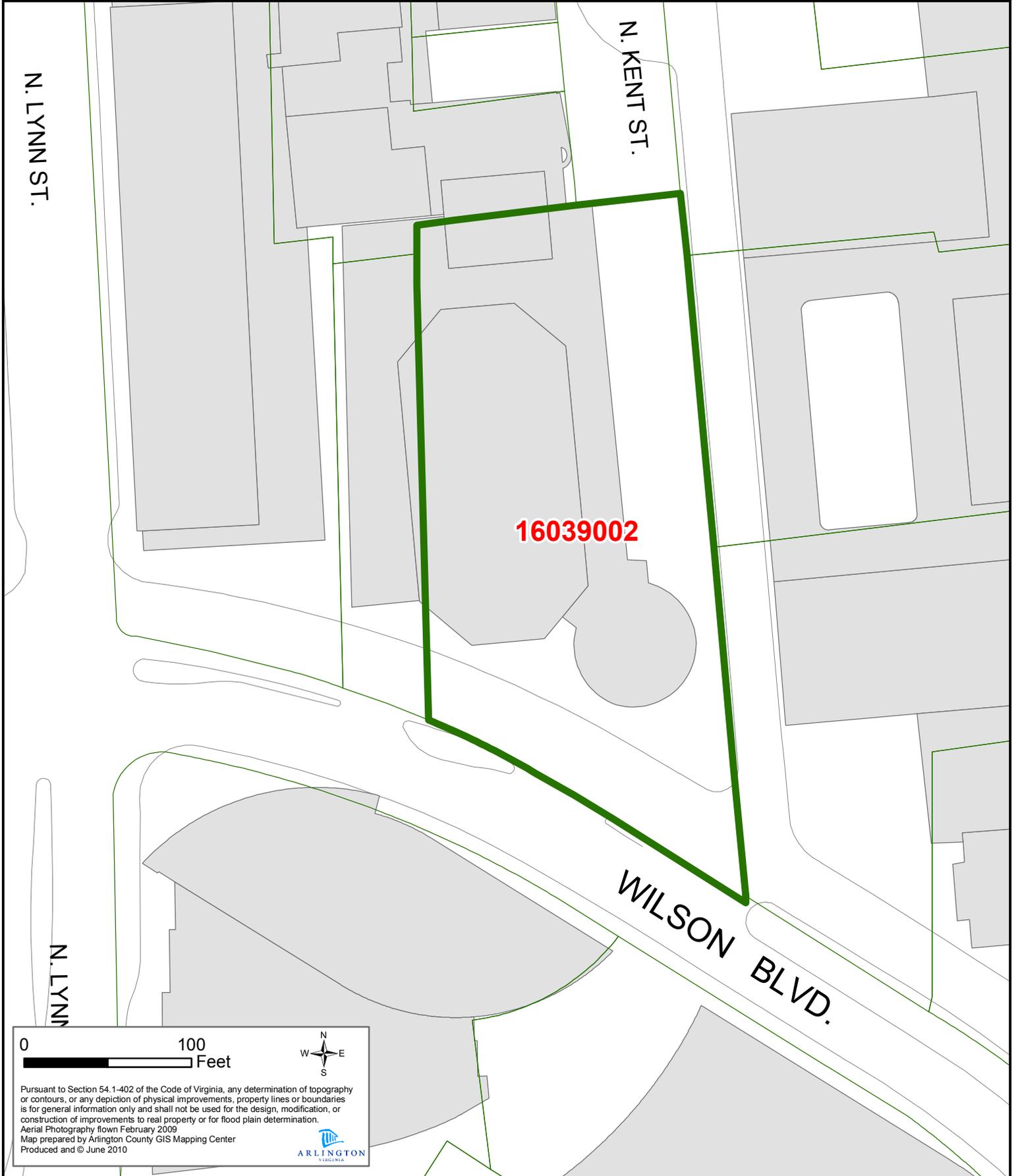
The Executive Director of the Artisphere will be responsible for ensuring that each License Agreement and Use Agreement is properly and fully completed (including, among other things, ensuring that the parties are correctly identified, identifying the proper legal entities, ensuring that the uses are consistent with the provisions of the County's lease; and ensuring that the rates are consistent with the County Manager approved rate schedule). The Executive Director will also be responsible for promptly providing copies of all completed, fully-executed License Agreements and Use Agreements to: 1) the County's landlord; 2) the County Attorney's Office; 3) the DES Real Estate Bureau; and 4) the County Risk Manager. The Executive Director will further be responsible for collecting all insurance certificates required by each License Agreement and Use Agreement, and promptly provide copies of such certificates to the County Risk Manager.

DPRCR staff will develop a comprehensive rate schedule that will include all rates and discounts applicable to the use of space, equipment, and staff time in the Artisphere. The rate schedule shall be consistent with the County Board approved Fees Resolution applicable to DPRCR programs and services. This rate schedule will be provided to each potential licensee, and must be attached as an Exhibit to each License Agreement and Use Agreement entered into between the County and third parties. The County Board is requested to authorize the County Manager to approve this rate schedule.

The License Agreement and the Use Agreement each contain provisions required by the County's lease, and are intended to ensure that any licensee or user of space in the Artisphere adheres to all County requirements. Both the License Agreement and Use Agreement provide for the licensee or user of space to provide the appropriate levels of insurance covering the proposed use of the space in the Artisphere. Additionally, both the License Agreement and Use Agreement have been drafted to preserve all of the County's rights as a local government. The County's lease provides that the County's landlord must consent to both the License Agreement and the Use Agreement, which consent shall not be unreasonably withheld, conditioned, or delayed. The County's landlord has consented to and approved these standard form agreements.

**FISCAL IMPACT:** The approval of the License Agreement and the Use Agreement has no current fiscal impact. The adopted FY 2011 Budget and FY 2011 Parks, Recreation and Community Resources Program Fees Resolution sets a recovery rate for Artisphere rental and user fees to generate an estimated \$1,190,000 in revenue to support Artisphere operations.

Vicinity Map  
Artisphere - Standard Form License Agreement  
RPC# 16039002



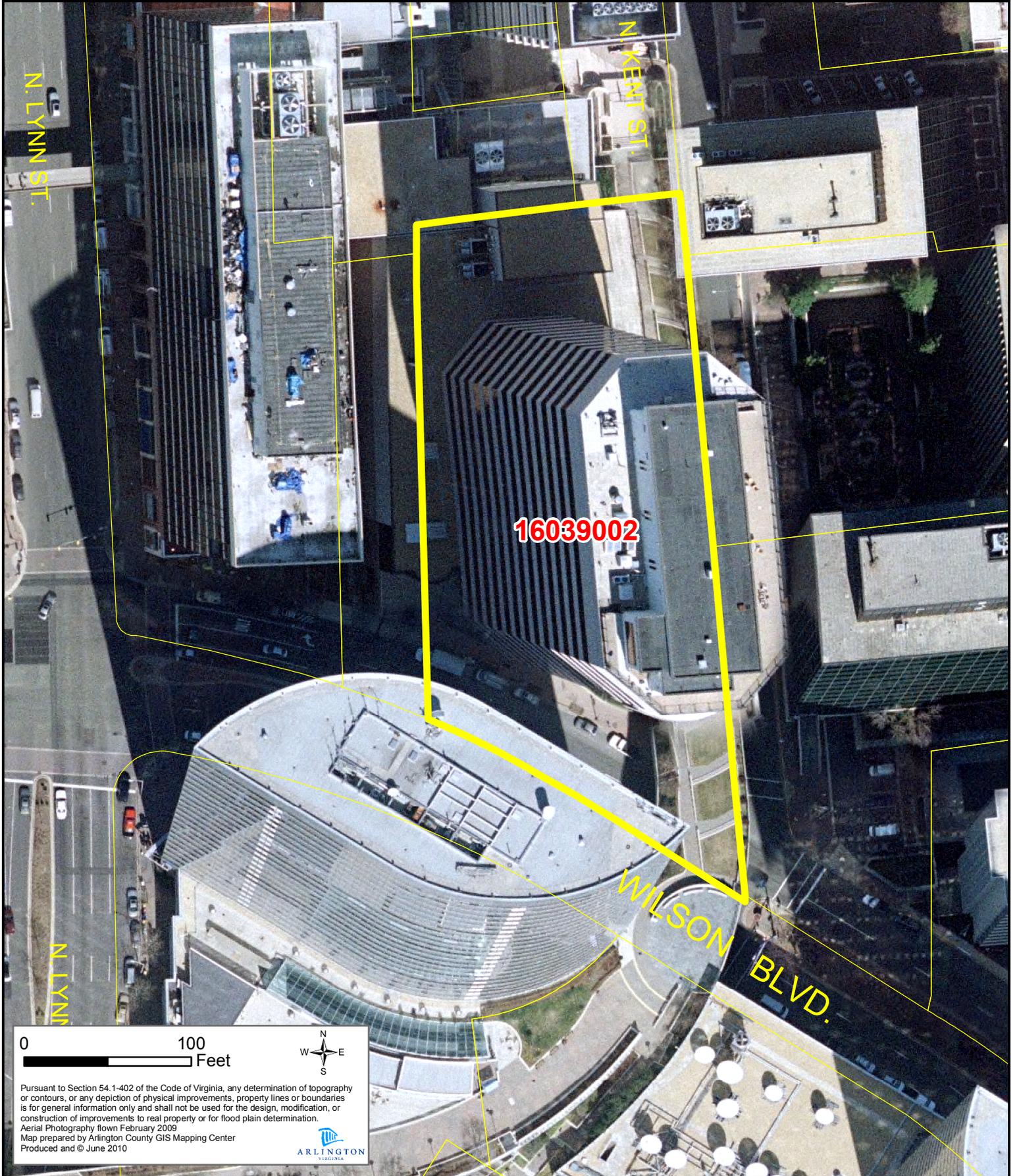
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Pursuant to Section 54.1-402 of the Code of Virginia, any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination.  
Aerial Photography flown February 2009  
Map prepared by Arlington County GIS Mapping Center  
Produced and © June 2010



Vicinity Map  
Artisphere - Standard Form License Agreement  
RPC# 16039002



0 100 Feet



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Aerial Photography flown February 2009  
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ARTISPHERE LICENSE AGREEMENT

THIS ARTISPHERE LICENSE AGREEMENT (“License”) is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body politic (the “Licensor”) and \_\_\_\_\_ (the “Licensee”). The Licensee is

(check one):

- an individual  a Virginia general partnership;
- a Virginia limited liability company;  a Virginia corporation;
- a \_\_\_\_\_ general partnership authorized to do business in Virginia;
- a \_\_\_\_\_ limited liability company authorized to do business in Virginia;
- a \_\_\_\_\_ corporation authorized to do business in Virginia;
- other (please describe) \_\_\_\_\_.

The Licensor and the Licensee are sometimes referred to herein jointly as the “Parties”.

WITNESSETH:

The Parties, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and each with intent to be legally bound, for themselves and their respective successors, agree as follows:

1. Licensed Premises. In accordance with the Deed of Lease, dated the 20th day of November 2008 (the “Prime Lease”), by and between 1101 Wilson Owner, LLC, a Delaware limited liability company (“Prime Landlord”), as Landlord, and Licensor, as Tenant, Prime Landlord leased to Licensor certain space containing approximately fifty-three thousand eight hundred twenty-six (53,826) square feet (the “Artisphere”) of the building located at 1101 Wilson Boulevard, Arlington, Virginia (the “Building”). Licensor hereby grants to Licensee permission to use, upon the terms hereinafter provided, that portion or portions of the premises as described in Exhibit A, attached hereto and incorporated herein, and as more particularly shown on the floorplan(s) attached hereto and incorporated herein as Exhibit B (“Licensed Premises”) at the Building. Licensee has inspected the Licensed Premises and accepts the Licensed Premises in its “AS IS” condition as of the License Commencement Date (as hereinafter defined). This License provides to the Licensee the non-exclusive use of the outer lobbies abutting and associated with the Licensed Premises, and the right of ingress and egress through such designated halls and corridors of the Artisphere available on a non-exclusive basis and not otherwise reserved for the exclusive use by others, provided that the Licensee’s right of ingress and egress shall not infringe or impede the rights of use of the Licensor or third parties in the Artisphere. The Facility and Operations Manager for the Artisphere (the “Facility Manager”) shall have the authority to resolve any controversy between/among the Licensor, the Licensee and any other licensees or subtenants of the Licensor, in his or her sole and absolute discretion, involving the use of space in the Artisphere, and the Facility Manager’s determination shall be binding on Licensee. The Facility Manager shall maintain control of the Licensed Premises at all times; the Licensee shall in no instance receive keys to any portion of the Licensed Premises.

2. Term. The term of this License (“Term”), as indicated by the market box, below, shall either:

(a) Begin on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “License Commencement Date”) and shall continue until the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Expiration Date”), between the hours of \_\_\_\_\_ and \_\_\_\_\_ each day, unless sooner terminated hereunder or as provided by law;

(b) be a maximum of \_\_\_\_  days/weeks per calendar year, as scheduled pursuant to Section 8 herein; and/or

(c) be all those specific dates and times as more particularly provided in Exhibit C, attached hereto and incorporated herein.

3. Permitted Uses. Licensee is permitted to use the Licensed Premises solely for

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

purposes (“Permitted Uses”) in accordance with applicable zoning regulations, laws, rules, orders, ordinances and regulations of the Licensor, and of any applicable governmental authority, and of any landlord including, without limitation, the rules and regulations attached as Exhibit D hereto, and for no other purposes. Notwithstanding this Section 3 or any other provision in this License to the contrary: (a) Licensee shall not use or occupy the Licensed Premises for any unlawful purpose; (b) Licensee shall not violate any provision of the Prime Lease governing the use or occupancy of the Demised/Licensed Premises; and (c) Licensee shall not use or occupy the Licensed Premises for any purpose or use not specifically permitted by the Prime Lease and by this License. A copy of the “Use” section of the Prime Lease is attached hereto as Exhibit E and incorporated herein by reference. Any of Licensee’s events during the Term are referred to herein as a “Scheduled Event” or “Scheduled Events”.

4. License Fee.

(a) Licensee shall pay to the Licensor, without set off, deduction or counterclaim, a fee of \_\_\_\_\_ and \_\_\_\_/100ths Dollars (\$\_\_\_\_\_) (the “Base License Fee”). Licensee shall pay the Fee in full to the Licensor in advance not later than ten (10) calendar days prior to the first day of the Term. The Fee, and all other amounts to be paid by Licensee under this License, shall be made by certified or cashiers check payable to Treasurer, Arlington County, Virginia and paid at the address designated by the Licensor.

(b) Licensee shall pay Licensor, upon execution of this License, a Deposit in the amount of \_\_\_\_\_ and \_\_\_\_/100ths Dollars (\$\_\_\_\_\_) (“Deposit”). The Deposit amount shall be credited toward the Licensee’s payment of the Base License Fee to the Licensor. If the Licensee cancels this License prior to \_\_\_\_\_ AM/PM on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (“Refund Deadline”), then the Licensor shall refund, without interest, the Deposit in full to the Licensee. However, if, for any reason,

the Licensee cancels this License after the Refund Deadline, then the Licensor shall have no obligation to refund all or any portion of the Deposit to the Licensee.

(c) In addition to the amounts set forth in subsections (a) and (b) above, Licensee shall pay all of the fees as identified on the Additional Fee Schedule currently in use by the Licensor at the beginning of the Term, a copy of which schedule is attached hereto as Exhibit F and incorporated herein (the “Additional License Fees”). With respect to any Additional License Fees set forth in this License that are based on Licensee’s gross revenues, gross ticket sales, or other amounts not capable of calculation at the time of execution of this License, Licensee shall submit detailed statements in support of Licensor’s determination of such amounts to the Facility Manager within five (5) business days after each Scheduled Event for which any such Additional License Fees are due and payable to the Licensor. The Licensee’s failure to timely submit to the Licensor such detailed statements shall be a default of this License. Licensor shall have the right to require the Licensee to deliver to the Facility Manager, and for the Facility Manager to review, all of Licensee’s, its employees, agents, and contractors, accounting and ticket sales records to verify any amounts based on gross revenues, gross ticket sales, or other amounts not capable of calculation at the time of execution of this License. Licensor is authorized to provide such records to any taxing authority upon request of such authority.

(d) Final settlement and payment with respect to Additional License Fees for each Scheduled Event shall be made not later than ten (10) days after the Facility Manager’s receipt of the detailed statements from the Licensee, unless the Facility Manager and the Licensee mutually agree in a signed writing to extend such time period, which extension shall not exceed \_\_\_\_\_ (\_\_\_\_) calendar days after such ten (10) day period.

(e) Failure of the Licensee to pay the Base License Fee or Additional License Fees, when due and payable, shall obligate the Licensee to pay a late fee of two percent (2%) per month on all outstanding amounts, until paid in full. If the Base License Fee or Additional License Fees are not paid when due, then the Facility Manager, in his/her sole discretion, may, upon written notice to the Licensee, require Licensee to immediately cancel all of the Licensee’s Scheduled Events. The Licensor may immediately terminate this License, without liability or obligation upon Licensor or others. Thereafter, Licensor shall be entitled to retain all sums paid by Licensee as of the date of termination. Licensor shall further be entitled to reimbursement by Licensee of any and all expenses and/or costs incurred by Licensor, directly or indirectly, as a result of such termination.

(f) Notwithstanding any of the foregoing subsections 4(a) through 4(e), if the Licensee is a Supported Arts Group (as defined in Section 6 herein), then Licensee’s fees for the use of the Licensed Premises shall be specified in each annual grant award (the “License Fees”). The fees specified in Licensee’s current grant award existing on the License Commencement Date are attached hereto as Exhibit G. If any current or future annual grant award to the Licensee does not specify the license fees, or if the Licensee does not obtain a grant for the use of the Licensed Premises in the future (and, therefore, ceases to be a Supported Arts Group, as defined in Section 6 hereof), then this License shall automatically terminate, and Licensee and Licensor may enter into a new license agreement containing a market rate Base License Fee and Additional License Fees.

(g) If the Licensee is a Supported Arts Group (as defined in Section 6 herein), then all License Fees owed to the Licensor shall be deducted by Licensor from the amount of Licensee's gross ticket sales prior to the disbursement of such gross ticket sale funds by Licensor to Licensee.

5. Prime Lease/Indemnification of Prime Landlord.

(a) This License is subject and subordinate to the Prime Lease. All restrictions and obligations imposed by the Prime lease shall extend to the Licensee. Without limiting the foregoing, and notwithstanding any provision of this License to the contrary, this License shall automatically terminate upon the expiration or earlier termination of the Prime Lease.

(c) Licensee shall indemnify and hold Prime Landlord and its shareholders, members, partners, contractors, licensees, invitees, ground lessors and the holder of any mortgage or deed of trust secured by the Building ("Mortgages"), and their respective employees, agents, officers and directors, harmless from and against all costs, damages, claims, liabilities and expenses, including attorneys' fees, suffered by or claimed against Prime Landlord, directly or indirectly, based on, arising out of or resulting from: (i) Licensee's use and occupancy of the Licensed Premises or the business conducted therein or Licensee's presence in the Building; (ii) the making by Licensee of any alterations; (iii) any act or omission of Licensee or its employees, agents or invitees; and (iv) any breach or default by Licensee in the observance or performance of this License.

6. Supported Arts Groups. The term "Supported Arts Groups", as used herein, shall refer to any person or entity awarded either a grant by the County Board of Arlington County, Virginia, of funds, services, or the use of space in the Artisphere, through the Arlington County Support of the Arts Grant Program. Supported Arts Groups shall be bound by the additional terms and the current annual grant award to the Licensee existing on the License Commencement Date (the "Grant Award"), all attached in Exhibit G.

7. Publicity; Advertisement.

(a) At Licensee's written request, and in the sole and absolute discretion of the Licensor, Licensor may advise the local news media of, and otherwise advertise, Scheduled Events, but Licensor shall not be responsible or liable for any inaccuracy, printing or broadcast, with respect to the contents thereof. Licensee is strongly encouraged to provide advance proofs of print advertising and scripts of electronic media advertising to ensure accuracy and to provide Licensor's staff with public information about the use of the Licensed Premises at the Artisphere.

(b) Except as otherwise specifically stated in the Grant Award (Exhibit G), Licensee shall not, without the prior written consent of the Facility manager: (i) use or make reference to, in any broadcast, print, or other media form, the County Board of Arlington County, Virginia; (ii) represent any Scheduled Event as being sponsored by, supported by, or in partnership with, Arlington County or the County Board of Arlington County, Virginia.

(c) Licensee shall at no time advertise or make any false statement concerning the activities conducted or to be conducted at the Artisphere. Any violation of this subsection shall be grounds and cause for immediate termination of this License at the sole option of the Facility Manager. In addition, Licensor shall be entitled to retain as damages any or all of the Base License Fee and Additional License Fees, and the Licensor shall not be liable to the Licensee or to others for any damages or liability as a result of such termination and retention of such fees.

(d) Neither Licensee, nor its contractors, agents and employees, shall permit, without the prior written consent of the Facility Manager, in his or her sole and absolute discretion, the broadcasting, recording, transmission, photographing or any other transmission or reproduction of any Scheduled Event, or portion thereof, by any means or media now or hereafter now, including, without limitation, audio, visual or audio-visual.

(e) Attached as Exhibit H is the Artisphere standard naming conventions and use sheet, including logos, when used on any advertising or promotional materials for an event taking place at the Artisphere.

8. Scheduling. For all future scheduling, the Licensee shall submit to Licensor on or before \_\_\_\_\_ of each week/month/year, all of Licensee's scheduling requirements for each week/month/year, beginning on \_\_\_\_\_ and ending the following \_\_\_\_\_.

9. Ticketing/Occupancy. Unless otherwise agreed to in writing by the Facility Manager, all tickets for any Scheduled Event shall be issued only through the Artisphere ticketing system. If the Licensor has already remitted monies to the Licensee for any tickets sold that are later presented for a refund or exchange, then the Licensee shall, upon demand from the Licensor, refund to the Licensor the portion of the remitted monies attributable to the refunded or exchanged tickets within ten (10) business days of said demand from the Licensor. If any Scheduled Event is cancelled for any reason, then the Licensee shall, upon demand from the Licensor, refund to the Licensor all remitted monies attributable to the tickets sold for the cancelled Scheduled Event within ten (10) business days of said demand from the Licensor.

In no event shall the Licensee sell or dispose of, or permit to be sold or disposed of tickets authorizing admission to more persons than authorized by the certificate of capacity for the specific portion(s) containing the event, or admit a larger number of persons (irrespective of whether tickets are required for admission) in the Licensed Premises, in a portion thereof, or in the Artisphere, as the case may be, than authorized by the certificate of capacity for the specific portion(s) containing the event, all in accordance with, and as determined by, the County Fire Marshall, the Fire Code of the Arlington County, fire laws of the Commonwealth of Virginia, and all other applicable laws, ordinances, and regulations of any nature, regardless of whether such persons have valid ticket(s).

10. Merchandising; Concessions; Alcoholic Beverages.

(a) The Licensee shall not sell, or permit another to sell, any merchandise and/or promotional material or permit any third party to do so on the Licensee's behalf, directly or

indirectly, in connection with any Scheduled Event, without the prior written consent of the Facility Manager, which consent shall be in the Facility Manager's sole and absolute discretion. The location and time of any sale of merchandise and/or promotional material shall also be in the sole and absolute discretion of the Facility Manager. The sale of such merchandise and/or promotional materials shall be conducted in such a manner as to not create undue noise or disturb other performances or invitees of the Licensor. The Licensee shall be solely responsible for the inventory and storage of any merchandise and/or promotional materials.

(b) The Licensor shall have the exclusive right to sell to patrons attending all Scheduled Events, food and beverages, including alcoholic beverages. Notwithstanding the foregoing, the Facility Manager may, in his/her sole and absolute discretion, allow the Licensee, or a contractor of the Licensee, to provide food and beverage concessions (including the sale or provision of alcoholic beverages), provided that the Licensee or its contractor: (i) obtains and maintains the appropriate license or licenses from the Virginia Department of Alcoholic Beverage Control and provides a copy of such license or licenses to the Facility Manager prior to all Scheduled Events at which alcoholic beverages are to be sold or provided by the Licensee or its contractor; and (ii) maintains all specified additional insurance policies).

(c) Licensee, and not the Licensor, shall be solely responsible for obtaining all applicable licenses and permits that are required by any law or regulation for any of the Licensee's activities within the Licensed Premises or the Artisphere, including, but not limited to, Virginia Department of Alcoholic Beverage Control licenses, concessionaires, retail business, and peddlers licenses.

(d) The Licensee, and not the Licensor, shall be solely responsible for complying with all laws regarding the collection and payment of all federal, state, or local taxes applicable to the Licensee's use of the Licensed Premises and the Licensee's activities therein. Such taxes may include, without limitation, sales and use taxes, business license taxes, and taxes arising out of ticket, merchandise, and food and beverage sales.

(e) Before using any portion of the Licensed Premises, the Licensee shall inquire with the appropriate taxing and assessing officials regarding all applicable taxes and licenses.

(f) All taxes that are based on gross receipts shall be without deduction of any sums paid by the Licensee to the Licensor and any sums retained by the Licensor pursuant to this License or otherwise.

11. Sound Emission. The Licensee shall at all times during the term comply with the sound emission requirements contained in the "Use" section of the Prime Lease, attached hereto and incorporated herein as Exhibit E.

12. Parking. Licensee parking rights, if any, are further outlined in the Additional Fee Schedule, attached hereto and incorporated herein as Exhibit F.

13. Hazardous Materials.

(a) Definition. As used in this License, the term “Hazardous Material” means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of “hazardous substances”, “hazardous wastes”, “infectious wastes”, “hazardous materials” or “toxic substances” now or subsequently regulated under any applicable laws including oil, petroleum based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. For purposes of this License, Hazardous Materials shall include, but are not limited to, asbestos or asbestos containing materials.

(b) Payment of Damages:

(1) Notwithstanding anything contained in this License to the contrary, Licensee agrees that it will pay to Licensor and Prime Landlord (including any of Licensor’s and Prime Landlord’s partners, members, employees or agents) all direct monetary damages for personal injury or property damage plus any statutory liability arising from Licensee’s acts or omissions which constitutes a breach of this Section 13 by Licensee within fifteen (15) days following the issuance by a court of competent jurisdiction of a final unappealable judgment or order for same.

(2) Licensee shall indemnify, defend and hold harmless Licensor, Prime Landlord, Prime Landlord’s managing agent and all Mortgagees from and against any and all actions (including remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including attorneys’, consultants’, and experts’ fees, court costs and amount paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from a breach of this Section 13 by Licensee or any of its agents, employees or contractors.

(c) General Prohibition. Except for paint and adhesives which Licensee is specifically permitted to store in locked, appropriately rated cabinets within the Licensed Premises, neither Licensee nor Licensor shall cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, discharged, released, spilled or disposed of on, in under or about the Licensed Premises or the Building (hereinafter referred to collectively as the “Property”) by Licensee. Notwithstanding the foregoing, Licensor recognizes and acknowledges that Licensee or its agents may use and store within the Building reasonable quantities of customary office and cleaning supplies, paint and adhesives, and other materials commonly used in connection with the uses of the Licensed Premises permitted by this License; provided such items are stored, used and disposed of in accordance with applicable laws.

(d) Notice. In the event that Hazardous Materials are discovered upon, in, or under the Property, and any governmental agency or entity having jurisdiction over the Property requires the removal or other treatment of such Hazardous Materials, Licensee shall be responsible for the removal or other treatment of those Hazardous Materials arising out of or related to the use or occupancy of the Property by Licensee but not those of its predecessors, including the disturbance of any pre-existing Hazardous Materials. Likewise, in the event that Hazardous Materials are discovered upon, in, or under the Property, and any governmental agency or entity having jurisdiction over the Property requires the removal or other treatment of such Hazardous Materials, Licensor shall be responsible for the removal or other treatment of those Hazardous Materials arising out of or related to the use or occupancy of the Property by Licensor or Licensor's other licensees (but specifically excluding Licensee), employees, or agents, including the disturbance of any pre-existing Hazardous Materials. Notwithstanding the foregoing, neither Licensee nor Licensor shall take any remedial action in or about the Property or any portion thereof without first notifying the other party to this License of its intention to do so and affording the other party to this License the opportunity to protect the other parties' interest with respect thereto. Licensor and Licensee immediately shall notify the other party to this License of: (i) any spill, release, discharge or disposal of any Hazardous Material in, on or under the Property or any portion thereof, (ii) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated, or threatened (if Licensee has notice thereof) pursuant to any laws respecting Hazardous Materials; (iii) any claim made or threatened by any person against Licensor or Licensee, as the case may be, or the Property or any portion thereof relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (iv) any reports made to any governmental agency or entity arising out of or in connection with any Hazardous Materials in, on under or about or removed from the Property or any portion thereof, including any complaints, notices, warnings, reports or asserted violations in connection therewith. Licensor and Licensee also shall supply to the other party to this License as promptly as possible, and in any event within five (5) business days after Licensor or Licensee first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Licensed Premises, the Property or Licensor's or Licensee's use or occupancy thereof.

(e) Survival. The respective rights and obligations of Licensor and Licensee under this Section shall survive the expiration or earlier termination of this License.

14. No Assignment or Occupancy. This License is personal to the Licensee and is neither assignable nor transferable by the Licensee.

15. No Alterations or Signs; Care of Licensed Premises. Licensee shall make no alterations, installations, attachments, additions or improvements in or to the Licensed Premises, or the Artisphere, including without limitation, the placement of any signs, other than those permitted by the Code of Arlington County, Virginia, applicable County ordinances, County regulations, and the Prime Lease or any lease or license between the Licensor and others. Notwithstanding the foregoing, Licensee may install temporary, removable theatrical sets, provided that such sets have been allowed by the Facility Manager not less than fourteen (14) days prior to any scheduled performance; provided, however, that Licensee (and neither the

Licensor nor the Prime Landlord) shall be solely responsible and liable for the construction, movement, installation, safety, use, repair, replacement, and removal of such sets, and compliance with all applicable laws, ordinances, and regulations concerning such sets. The Facility Manager, in his or her sole and absolute discretion, shall make all determinations regarding: (i) whether the Licensee may place signs in the Licensed Premises or the Artisphere; (ii) the content of such signs; and (iii) the location of such signs, subject to all applicable laws, ordinances, and all restrictions contained in the Prime Lease. Licensee shall not be entitled to any additional signage or identification within the Artisphere. Licensee shall, at all times, maintain the Licensed Premises in clean, safe and sanitary condition; take good care thereof; and suffer no waste or injury thereto.

16. No Liability, Indemnification.

(a) All personal property of Licensee, its employees, agents, contractors, business invitees, licensees, customers, clients, and guests in and on the Licensed Premises or the Artisphere, shall be and remain therein under any and all circumstances at the sole risk of the above described persons and entities. The Licensor shall not be liable to any such person or entity for any damage to, loss or destruction of such personal property. The Licensee hereby agrees to defend, indemnify and hold harmless Licensor and its elected and appointed officials, officers, employees, contractors and agents from any liability, cost and expenses for lost, stolen, damaged or destroyed personal property.

(b) Licensee acknowledges that Licensor, its elected and appointed officials, officers, employees, contractors and agents shall not be liable for any damages, special, consequential, punitive or otherwise, as a result of any claim arising out of, or relating to, this License, or to the Licensee's actual or proposed use of the Licensed Premises or the Artisphere.

(c) Licensee hereby agrees to defend, indemnify and hold harmless Licensor, and its elected and appointed officials, officers, employees, contractors, agents, successors and assigns, from and against all claims, causes of action, liabilities, losses, costs and expenses arising from, relating to, or in connection with any injury or other damage to any person or property; (i) which occurs in the Licensed Premises; or (ii) which occurs in any part of the Building or the Artisphere; and is caused by either: (1) the negligence or willful misconduct of Licensee, its agents, contractors, employees, customers, or invitees, (2) Licensee's use and occupancy of the Licensed Premises or the business conducted therein or Licensee's presence in the Building, (3) the making by Licensee of any alterations, (4) any act or omission of Licensee or its employees, agents or invitees, or (5) any breach or default by Licensee in the observance or performance of this License, as applicable. The indemnification in this Section 16 shall survive the expiration or termination of this License.

17. Insurance. Licensee, at its sole expense, shall obtain and maintain a policy of commercial general liability insurance, throughout the Term, from an insurance carrier satisfactory to Licensor, providing coverage for claims arising from or in connection with the exercise of the permission granted hereunder by Licensee for personal injury, death, property damage or loss suffered by any person, thing or interest with a minimum of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual

aggregate. If, at any time, alcohol is being served by Licensee or a contractor of Licensee within the Licensed Premises, this Licensee shall provide to the Licensor evidence of liquor liability insurance by delivering to the Licensor with a certificate of insurance that provides a minimum liquor liability of \$1,000,000 per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. Such insurance coverage shall protect from liability the persons and entities indemnified under Section 5 and Section 16 of this License. Licensee shall maintain such insurance coverage in full force and effect continuously at all times during the Term. The insurance policy and policy limits shall not operate as a limit of Licensee's liability to Licensor under this License, nor as a limit of Licensee's duty of indemnification hereunder. Prior to the beginning of the Term, and at the beginning of each year thereafter (if applicable), Licensee shall furnish Licensor with certificates of insurance indicating that the insurance is prepaid for a one year policy period insuring all activity contemplated under this License, and containing a thirty (30) day notice provision prior to termination, cancellation, non-renewal, material change, or reduction of coverage. The policy shall provide, among other things, that the actions or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under the policy. No provision contained in this License shall act as a waiver of any rights of subrogation of the Licensor's Self Insurance Program or Licensor insurance carrier(s). The insurance required to be carried by Licensee herein shall be with an insurance company licensed to do business in the Commonwealth of Virginia and rated not lower than A-X in the A.M. Best Rating Guide. Such insurance (i) shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has released its right of action against any party before the occurrence of a loss; (ii) shall name Licensor, the Prime Landlord, the Prime Landlord's managing agent, any Mortgagee(s), and others listed hereinafter as additional insureds and loss payees; and (iii) shall provide that the policy shall not be canceled, failed to be renewed or materially amended without at least thirty (30) days' prior written notice to Licensor. At Licensor's written request, an original of the policy (including any renewal or replacement policy) or a certified copy thereof, together with evidence satisfactory to Licensor of the payment of all premiums for such policy, shall be delivered to Licensor. Licensor, its elected and appointed officials, officers, employees, contractors and agents shall be named as additional insureds under all coverage maintained by Licensee hereunder and the certificate of insurance, or the certified policy must so state. Coverage afforded under this Section shall be primary as respects the Prime Landlord, the Prime Landlord's managing agent, any Mortgagee(s), Licensor, and Licensor's elected and appointed officials, officers, employees, contractors and agents. The following definition of the term "Licensor" applies to all policies issued under this License:

"The County Board of Arlington County, Virginia and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the County Board of Arlington County, Virginia, or one in which controlling interest is vested in Arlington County; or Arlington County Constitutional Officers."

All insurance policies and certificates of insurance required of Licensee hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to

cancellation, non material change, or reduction in coverage until thirty (30) days prior written notice has been given to Arlington County, Virginia.”

18. Default. This License shall, at the option of Licensor, cease and terminate if Licensee shall violate or fail to perform any of the conditions, covenants or agreements of this License, including, without limitation, the payment of any fee, provided that:

(a) any such violation or failure to perform any of such conditions, covenants or agreements that does not involve the payment of a fee by Licensee to Licensor shall continue for a period of \_\_\_\_\_ ( ) days after written notice thereof has been delivered by Licensor to Licensee; or

(b) any failure to pay any fee shall continue for a period of \_\_\_\_\_ ( ) days after written notice thereof has been delivered by Licensor to Licensee.

In such event of any such default, Licensee shall however remain liable to Licensor for all monetary and other damages arising from such default. Upon the termination or expiration of this License, Licensor shall have the right to prevent Licensee’s entry to or access upon the Licensed Premises and the Artisphere and to immediately remove any property of Licensee located upon the Licensed Premises and the Artisphere at Licensee’s sole risk and expense. In the event of any default arising under this License, Licensee shall reimburse Licensor promptly for any and all attorneys’ fee and court costs incurred by Licensor, for exercising the Licensor’s rights upon licensee’s default or resolving any such default.

19. Termination; Closure of Licensed Premises.

(a) Notwithstanding anything herein to the contrary, the Licensor shall have the unilateral right to terminate this License at any time, without cause, liability or penalty whatsoever, by providing at least \_\_\_\_\_ ( ) days, prior written notice of such termination to the Licensee.

(b) Upon the expiration or earlier termination of the term of the Prime Lease, this License shall automatically terminate.

(c) If the Licensee fails to terminate its use of the Licensed Premises and to vacate all areas of the Artisphere on the Expiration Date or the earlier termination of this License, then Licensee shall be deemed a trespasser. Thereafter, Licensor may immediately remove Licensee and Licensee’s property from the Licensed Premises and the Artisphere, at Licensee’s sole risk and expense.

(d) The Licensor and the Prime Landlord have the right to temporarily or permanently close the Artisphere and the Licensed Premises in the interest of public health, safety and welfare, without liability to the Licensor, the Prime Landlord, or others.

20. Notices. All notices or other communications hereunder shall be in writing and shall be given to the other party by hand delivery or by certified mail, return receipt requested, at the following addresses or such other addresses hereafter provided by notice to the other party:

To Licensor: Arlington County Manager  
Arlington County Government  
2100 Clarendon Boulevard, Suite 302  
Arlington, Virginia 22201  
Phone: (703) 228-3120  
Fax: (703) 228-3295

With a copy to: Real Estate Bureau Chief  
Engineering & Capital Projects Division  
Department of Environmental Services  
Arlington County Government  
2100 Clarendon Boulevard, Suite 900  
Arlington, Virginia 22201  
Phone: (703) 228-34354  
Fax: (703) 228-7542

and a copy to: Director of Department of Management and  
Finance,  
Arlington County Government  
2100 Clarendon Boulevard, Suite 501  
Arlington, Virginia 22201  
Phone: (703) 228-3415  
Fax: (703) 228-3401

and a copy to: Director of Parks, Recreation and Cultural  
Resources  
Arlington County Government  
2100 Clarendon Boulevard, Fourth Floor  
Arlington, Virginia 22201  
Phone: (703) 228-3323  
Fax: (703) 228-3328

and a copy to: Artisphere Facility and Operations Manager  
1101 Wilson Boulevard, 9<sup>th</sup> Floor  
Arlington, Virginia 22209  
Phone: ( ) \_\_\_\_ - \_\_\_\_\_  
Fax: ( ) \_\_\_\_ - \_\_\_\_\_

To Licensee:

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Notices shall be effective upon delivery to the above persons.

21. No Partnership or Lease. It is agreed that nothing contained in this License shall be deemed or construed as creating: a partnership; joint venture; the relationship of landlord and tenant between Licensor and Licensee; or a leasehold interest. Licensor reserves the right to enter the Licensed Premises at any time and to inspect or use the Licensed Premises without prejudice to the permissions provided to the Licensee hereunder.

22. Non-Appropriation Clause.

(a) All of Licensor's obligations under this License are subject to appropriation of funds by the County Board of Arlington County, Virginia for the specific purpose of satisfying the payment and performance of such obligations. If funds are not appropriated at the beginning of any Licensor's fiscal year for the specific purpose of satisfying the obligations of the Licensor under this License, then this License shall become null and void and shall terminate on the last day of the Licensor's fiscal year for which appropriations were received for such purpose, without any termination fee or other liability whatsoever to the Licensor. If funds for the Licensor's obligations under this License are not appropriated, then the Licensor shall vacate the Licensed Premises prior to the beginning of the Licensor's next fiscal year, unless this License is otherwise terminated or ends before such time.

(b) It is agreed by both Licensee and Licensor that, notwithstanding any provision in this License to the contrary, this Section shall supersede any and all obligations imposed by any other provision of this License or Exhibits hereof. No subsequent Amendment of, or Addendum to, this License shall compromise the full legal implication of this section between the Parties or their respective successors or assigns.

23. Role of the Licensor/Licensor Decisions: No Waiver. Licensee hereby acknowledges that Licensor has entered into this License in its role as licensor under this License and not as a governing authority. Accordingly, the Licensor's execution of this License shall neither constitute nor be deemed to be governmental approval for any actions or interests contemplated herein, including without limitation, for the construction and occupancy of the Licensed Premises, or for any other governmental approval or consent required to be obtained by Licensee. Whenever in this License Licensor is required to join in, consent, give its approval, or otherwise act under this License, it is understood that such obligations are meant to apply to the Licensor acting in its capacity as a licensor and not in its capacity as a governing authority. Further, Licensee hereby acknowledges that any and all decisions, determinations, consents, notifications or any other actions taken or to be taken by Licensor pursuant to this License, whether or not specifically contemplated hereunder, may be taken by the County Manager or by

another Arlington County official or body pursuant to any means, mechanism or process as determined by Arlington County in its sole discretion, and Licensee shall have no right to question or challenge the propriety, authority or legality of any such Arlington County official or body, or means, mechanism or process by which any such decision, determination, consent, notification, or other action is taken or to be taken hereunder by Licensor. Notwithstanding the foregoing, nothing in this License shall be construed to waive any of Licensor's powers, rights or obligations as a governing authority or local governing body, whether or not affecting the Building or Licensed Premises, including, but not limited to its police power, right to grant or deny permits, right to collect taxes or other fees, or any other power, right or obligation whatsoever.

24. No Waiver of Sovereign Immunity by Licensor. Notwithstanding any other provisions of this License to the contrary, nothing in this License nor any action taken by Licensor pursuant to this License nor any document which arises out of this License shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Licensor, or of its elected and appointed officials, officers and employees.

25. No Rights in Third Parties. The Parties agree that no provision of this License shall create in the public, or in any person or entity other than those signing this License as Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this License or otherwise.

26. No Indemnification or Hold Harmless. Notwithstanding any other term or provision of this License to the contrary, neither the Licensor nor the Prime Landlord shall have any obligation to explicitly or implicitly indemnify or hold harmless the Licensee or any third party or parties from any liability whatsoever.

27. Entire Agreement/Applicable Law/Proper Venue and Enforcement. This License contains the entire agreement of the Parties with respect to the subject matter hereof. All representations, inducements, or agreements, oral or otherwise, between the Parties not contained in this License shall be of any force and effect. This License shall not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the Licensor and Licensee and consented to in writing by the Prime Landlord. This License shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. The Parties agree that all disputes arising hereunder shall be brought in the Circuit Court of Arlington County, Virginia which shall be the proper forum for any dispute arising hereunder, and in no other courts. In the event of any dispute arising from Licensee's default in the performance hereunder, or any other covenant, condition or obligation hereunder, Licensee shall be obligated to pay Licensor, the Prime Landlord, or both of same, for all court costs and reasonable attorneys' fees incurred by Licensor, the Prime Landlord, or both of same, to enforce or defend their respective rights under this License or at law. The Licensee hereby waives trial by jury in any action, proceeding or counterclaim brought by it with respect to any matter arising out of or connected with this License.

28. Prime Landlord's Consent and County Board Approval; Consent Fee.

(a) Notwithstanding any provision in this License to the contrary, Licensee acknowledges and agrees that this License is contingent upon, and shall not be effective until, the Prime Landlord consents hereto in writing, if such consent is required and applicable. Either Licensor or Licensee may terminate this License by written notice to the other if the Prime Landlord has not granted its consent within thirty (30) days after the date that Licensor executed this License.

(b) Additionally, this License shall not become effective unless and until Licensee executes this License, the Prime Landlord approves or authorizes this License, the Licensor approves this License, and it is executed on behalf of the Licensor. If this License is not approved or authorized by the Licensor, then no liability whatsoever shall accrue to the Licensor or Licensee, and the Licensor and Licensee shall have no obligations whatsoever to each other.

29. Licensee's Trading or Individual Name. Licensee hereby represents and warrants to Licensor that Licensee is either: (i) a legally established cognizable entity as indicated on the first page of this License; and Licensee has complied with all applicable legal requirements to establish and maintain " \_\_\_\_\_ " as Licensee's trading name, if applicable; or (ii) an individual whose name is \_\_\_\_\_.

30. Incorporation of Recitals. The foregoing recitals are fully incorporated into this License by this reference.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Licensor and the Licensee have caused this License to be executed and delivered as their respective acts, intending to be legally bound by its terms.

**LICENSOR:**                    **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA,**  
a body politic

**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**LICENSEE:**                    \_\_\_\_\_,  
a \_\_\_\_\_

**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

The Prime Landlord hereby executes this License for the sole purpose of acknowledging its approval and consent to this License.

**PRIME LANDLORD:**            **1101 WILSON OWNER, LLC,** a Delaware limited liability company

**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

Approval as to Form

\_\_\_\_\_  
County Attorney

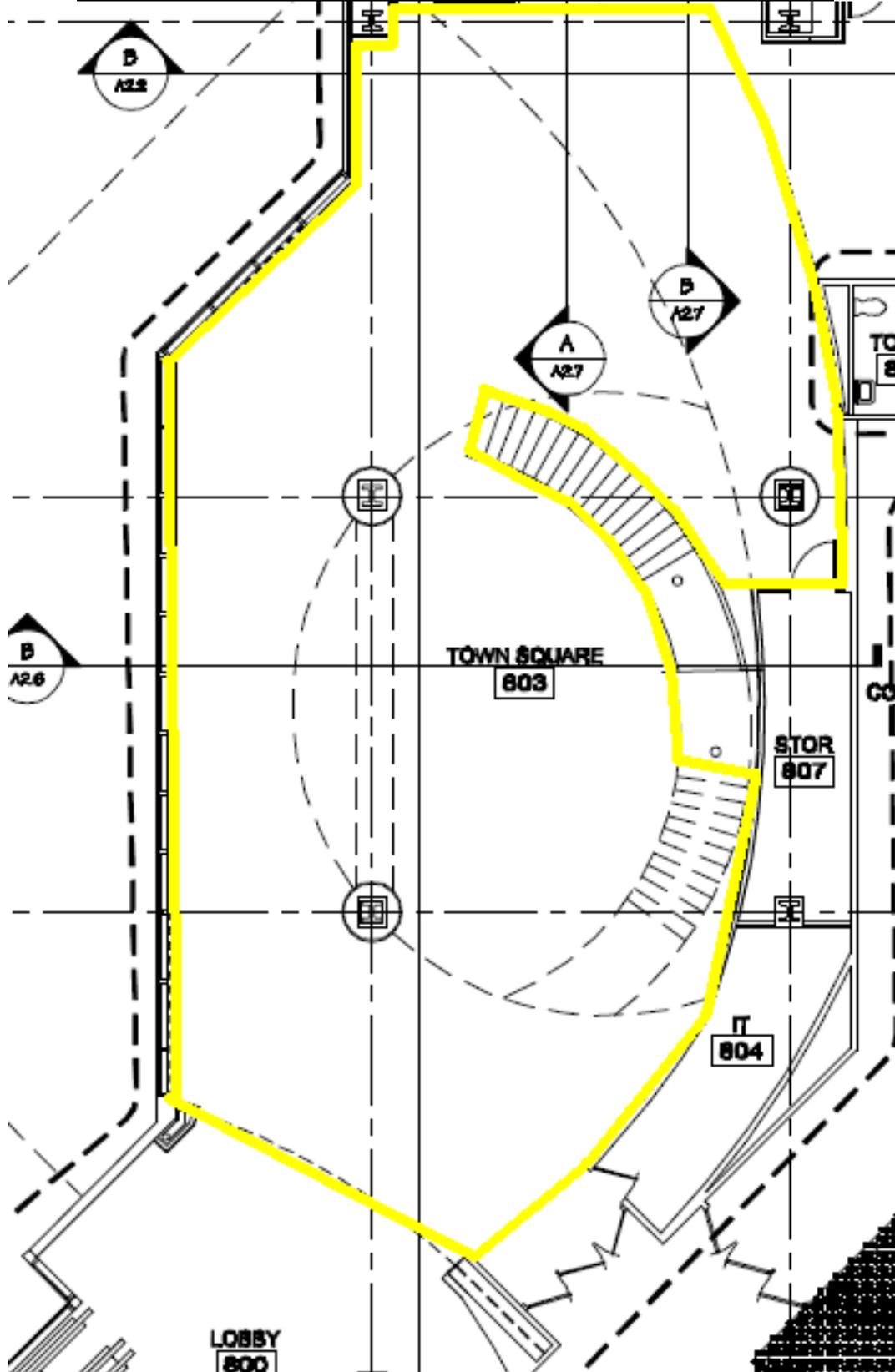
**EXHIBIT A**  
**DESCRIPTION OF LICENSED PREMISES**

The Licensed Premises shall consist of the following area(s) within the Artisphere (check all that apply), which may be used by the Licensee for its exclusive use (provided such use is a Permitted Use pursuant to this License and the Prime Lease) during the Term:

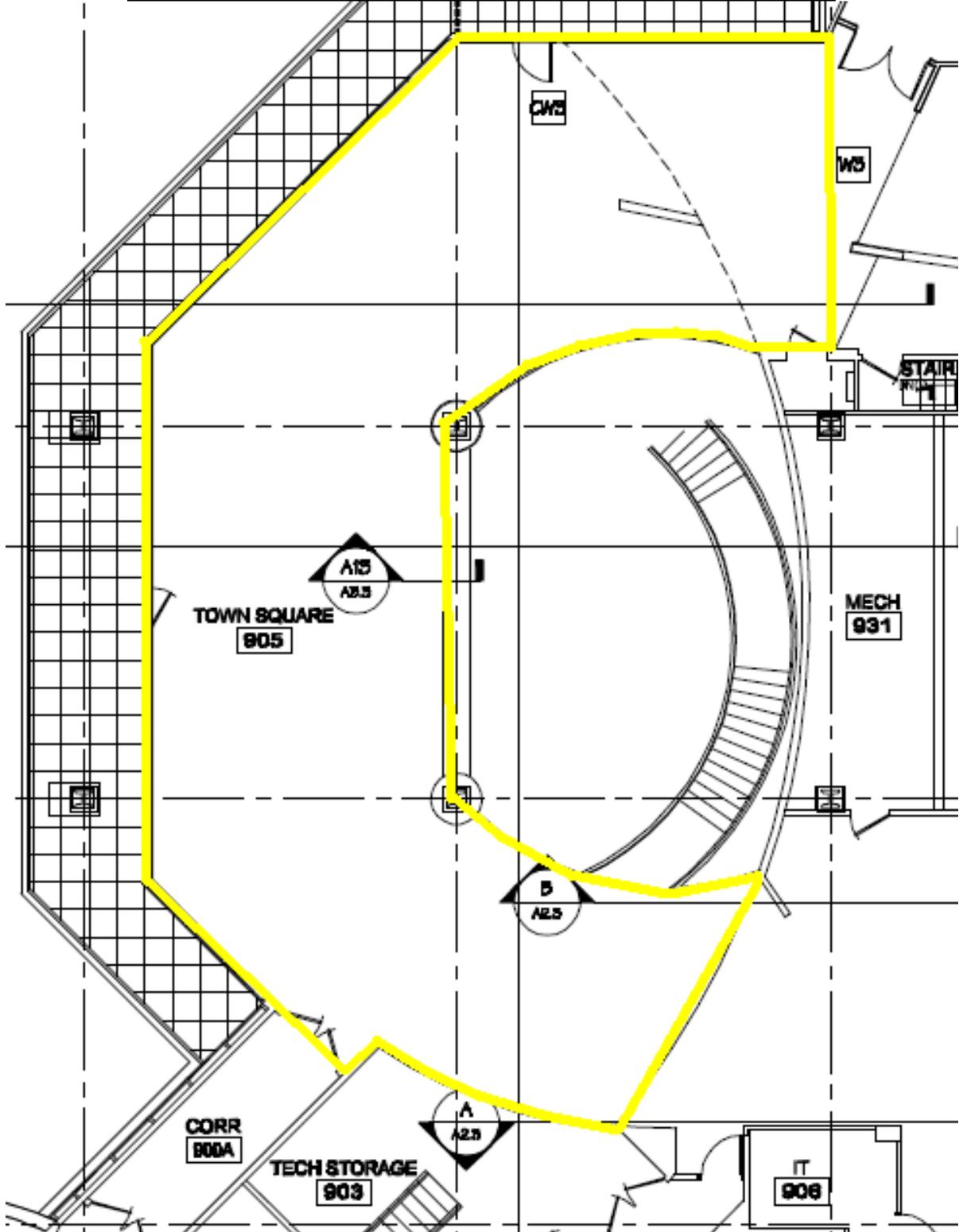
- |  |  |
|--|--|
| <input type="checkbox"/> Lower Level Town Square (Rm 803)  | <input type="checkbox"/> Upper Level Town Square (Rm 905)    |
| <input type="checkbox"/> Lower Ballroom (Rm 830)   | <input type="checkbox"/> Lounge Area 1 (Rm 833)              |
| <input type="checkbox"/> Lounge Area 2 (Rm 829)  | <input type="checkbox"/> Upper Ballroom (Rms 909, 938 & 939) |
| <input type="checkbox"/> Black Box Theatre (Rms 822-825, 921)  | <input type="checkbox"/> Bijou Theatre (Rm 923)              |
| <input type="checkbox"/> Dome Theatre (Rm 900)   | <input type="checkbox"/> Co-Working Room (Rm 933)            |
| <input type="checkbox"/> Co-Working Office (Rm 924)  | <input type="checkbox"/> Co-Working Education (Rm 918)       |
| <input type="checkbox"/> Classroom (Rm 919)  | <input type="checkbox"/> Dressing Room 1 (Rms 813-817)       |
| <input type="checkbox"/> Dressing Room 2 (Rms 826 & 827)   | <input type="checkbox"/> Gallery (Rm 911)                    |
| <input type="checkbox"/> Prep Room (Rm 914)  |  |
| <input type="checkbox"/> Front Terrace (Rm 940) (MUST BE USED IN CONJUNCTION WITH AN INTERIOR SPACE) |  |
| <input type="checkbox"/> Side Terrace (Rm 912) (MUST BE USED IN CONJUNCTION WITH AN INTERIOR SPACE)  |  |
| <input type="checkbox"/> Other 1 (Specify Other Location: _____)                                     |  |
| <input type="checkbox"/> Other 2 (Specify Other Location: _____)                                     |  |
| <input type="checkbox"/> Other 3 (Specify Other Location: _____)                                     |  |

This License also includes the non-exclusive use of the outer lobbies and the right of ingress and egress through such halls and corridors of the Facility, provided that Licensee's right of ingress and egress shall not infringe or impede the rights of use of Licensor or third parties in the Facility. The Facility Manager shall have authority to resolve any controversy, in his/her sole discretion, involving the use of space in the Facility, and the Facility Managers's determination shall be binding on Licensee.

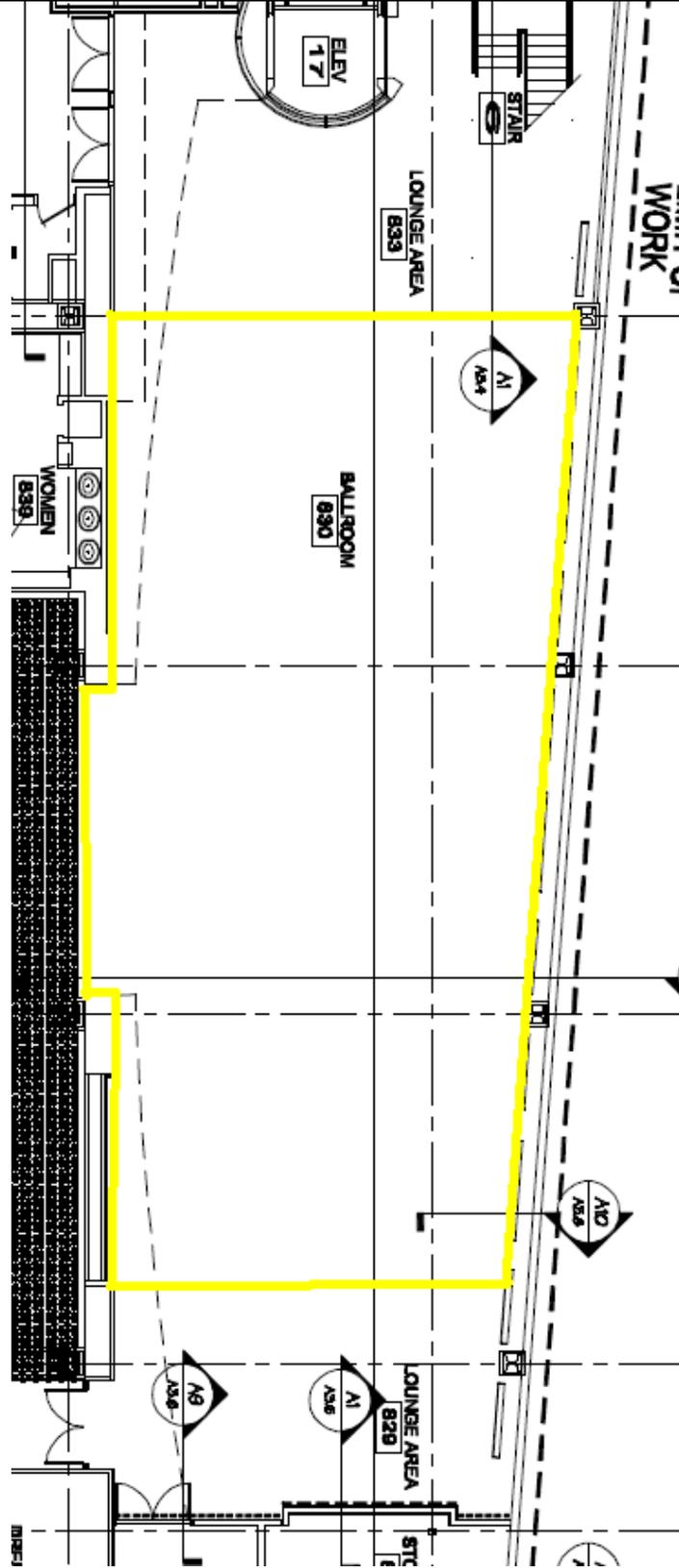
**EXHIBIT B**  
**FLOORPLAN - LOWER LEVEL TOWN SQUARE (ROOM 803)**



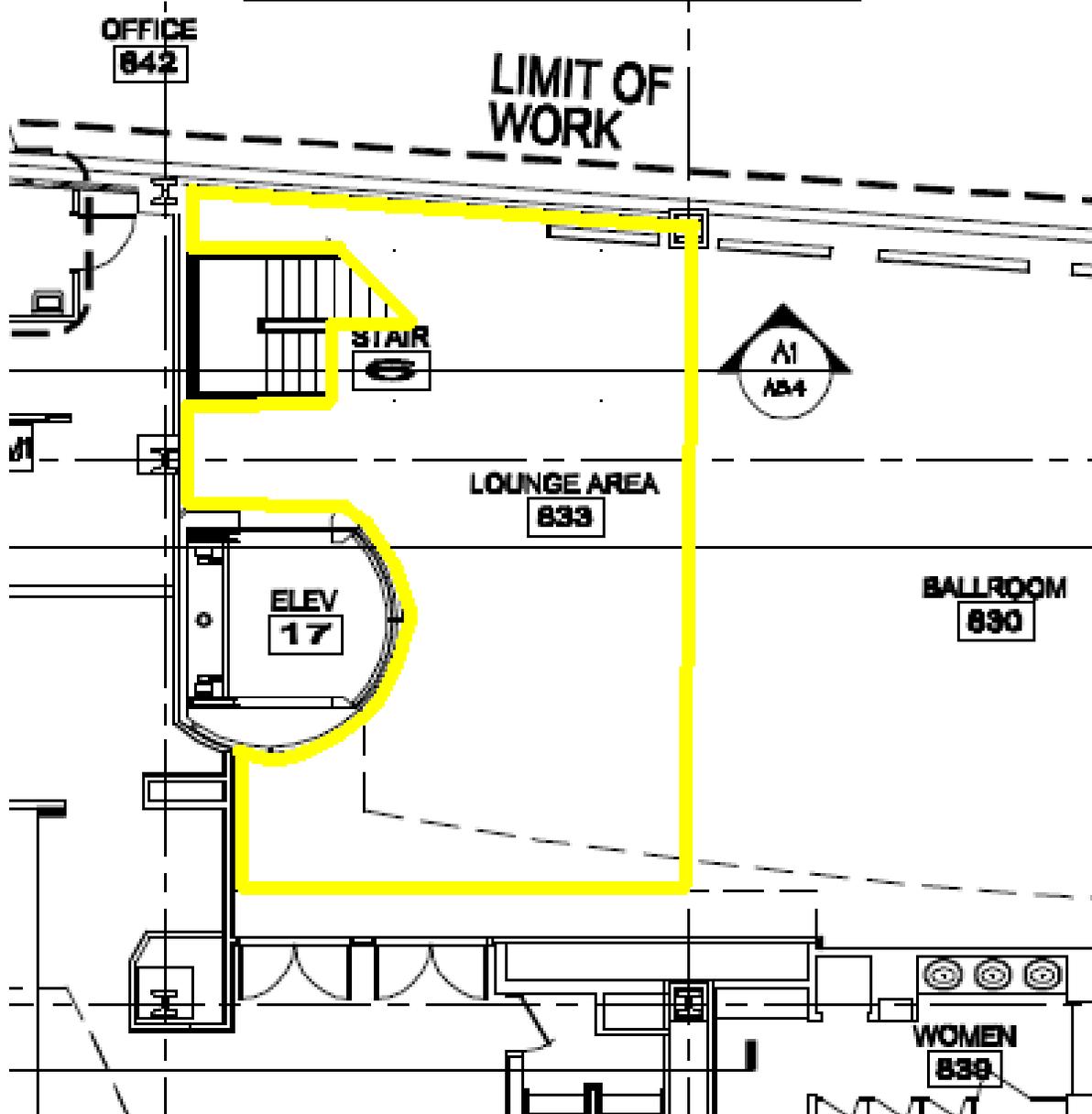
**EXHIBIT B**  
**FLOORPLAN – UPPER LEVEL TOWN SQUARE (ROOM 905)**



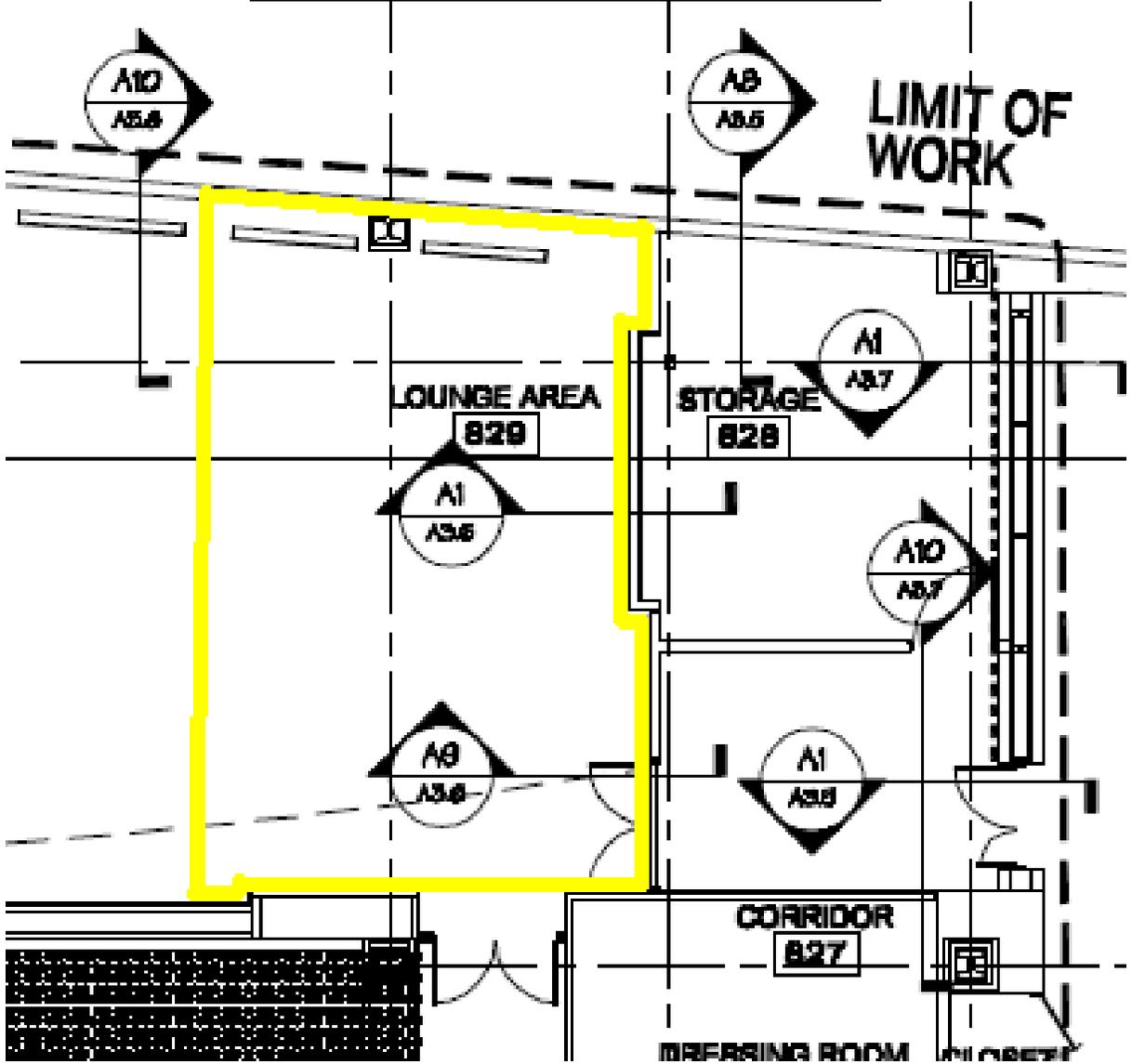
**EXHIBIT B**  
**FLOORPLAN - LOWER BALLROOM (ROOM 830)**



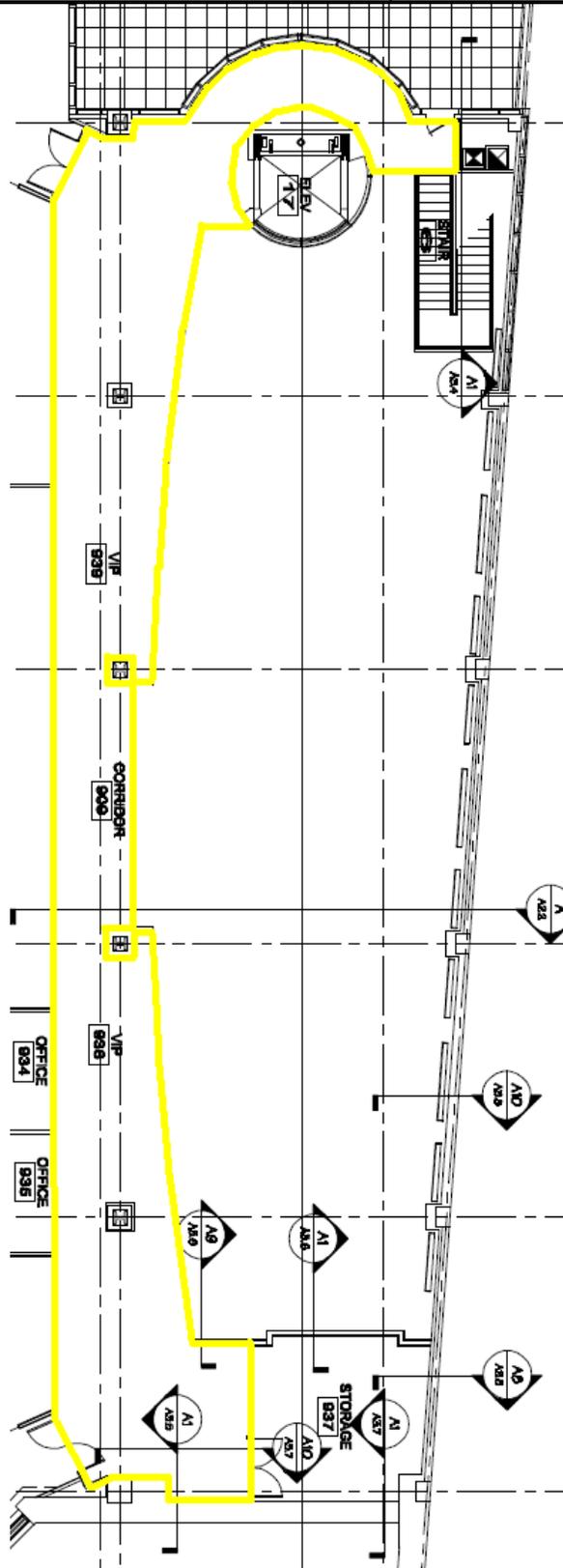
**EXHIBIT B**  
**FLOORPLAN - LOUNGE AREA 1 (ROOM 833)**



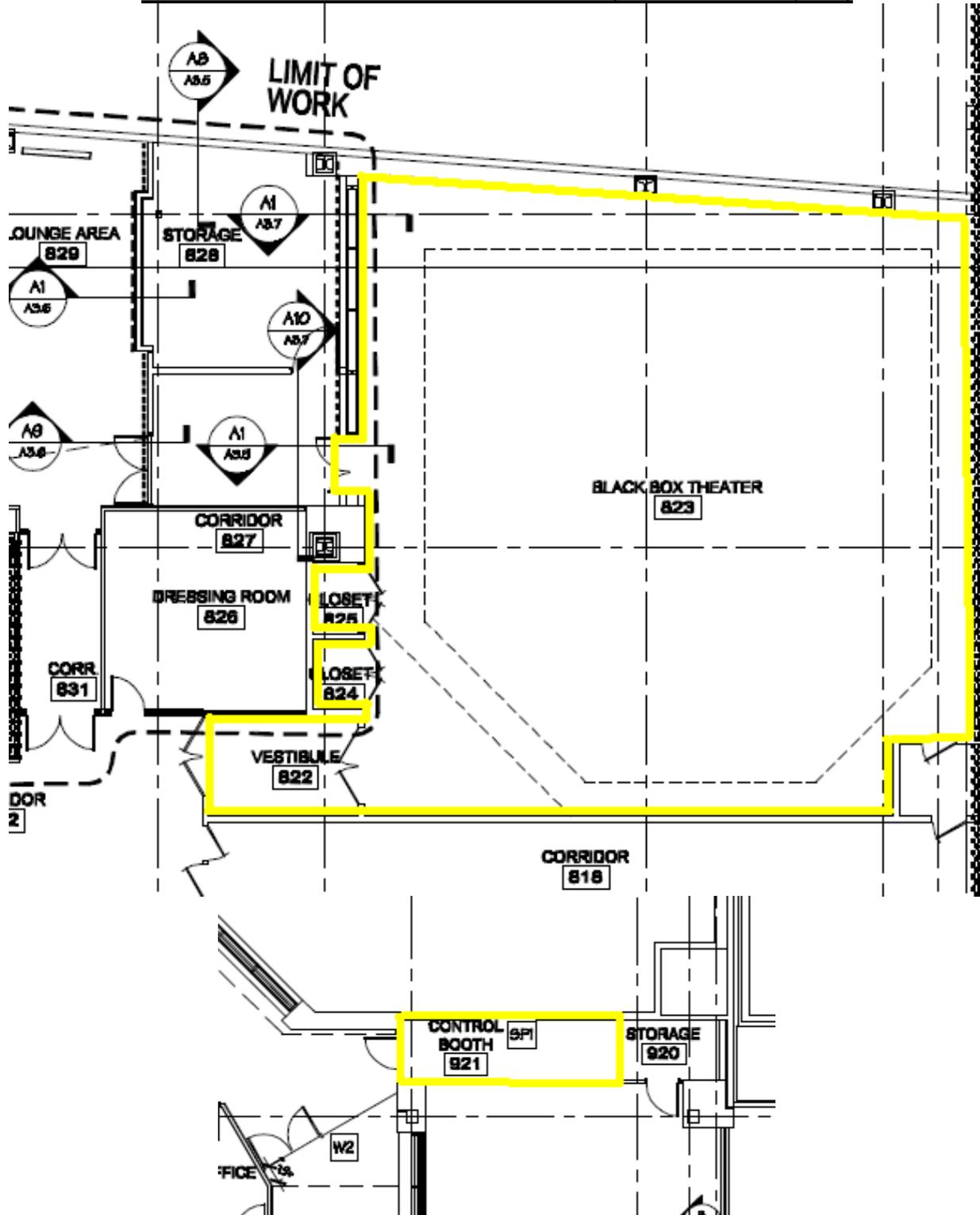
**EXHIBIT B**  
**FLOORPLAN – LOUNGE AREA 2 (ROOM 829)**



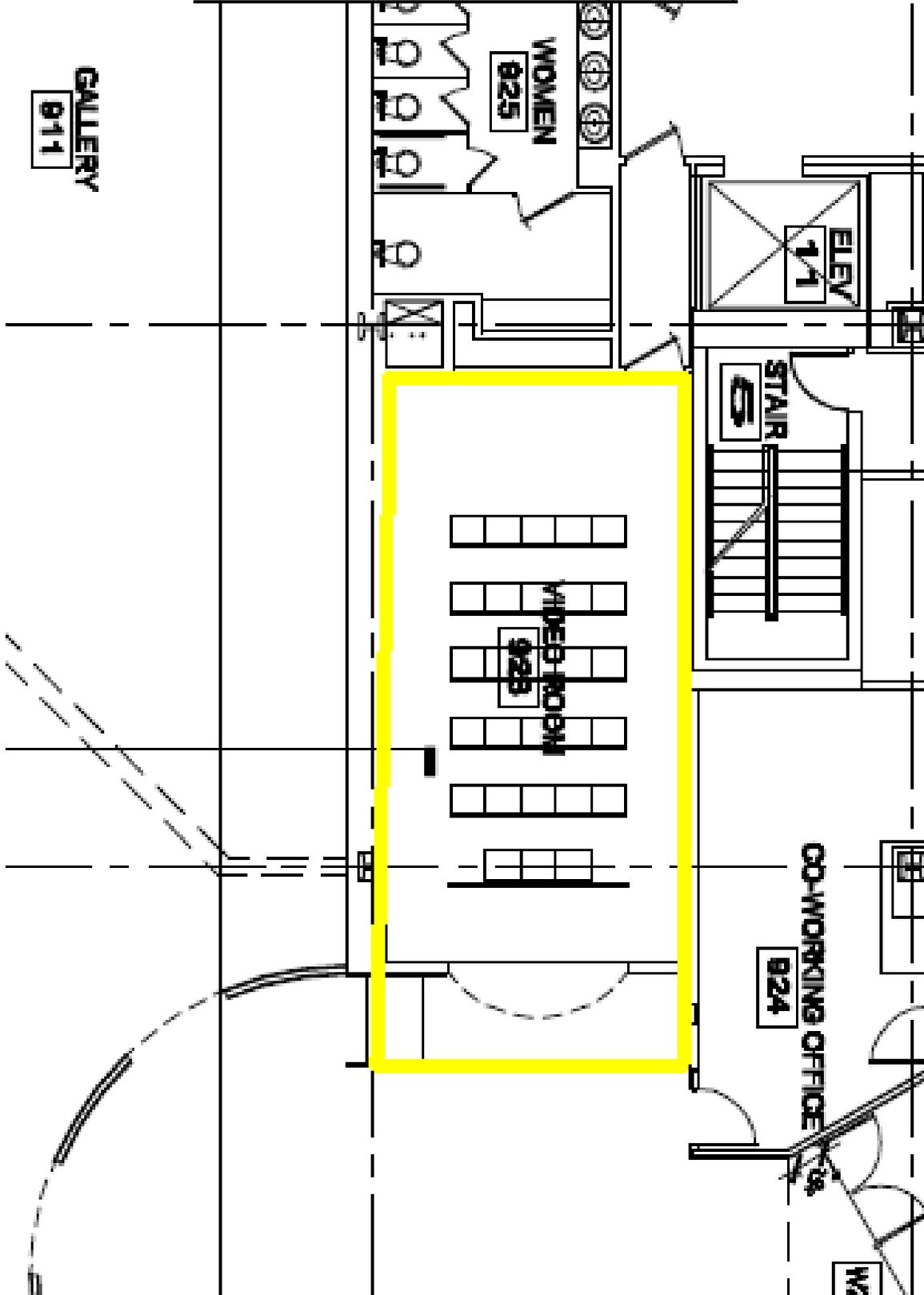
**EXHIBIT B**  
**FLOORPLAN – UPPER BALLROOM (ROOMS 909, 938 & 939)**



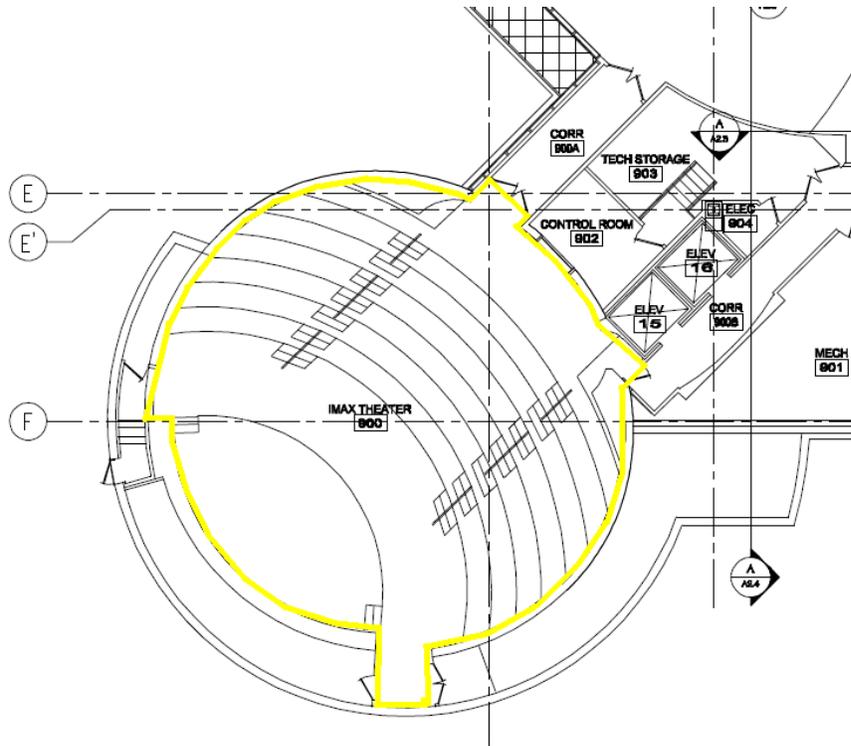
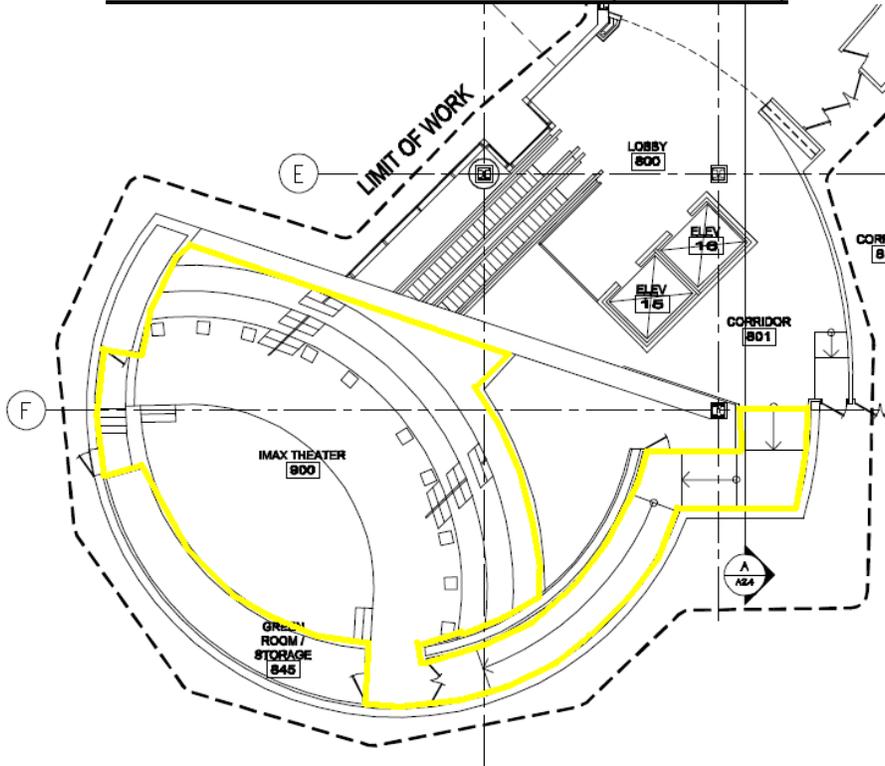
**EXHIBIT B**  
**FLOORPLAN – BLACK BAX THEATRE (ROOM 822-825; 921)**



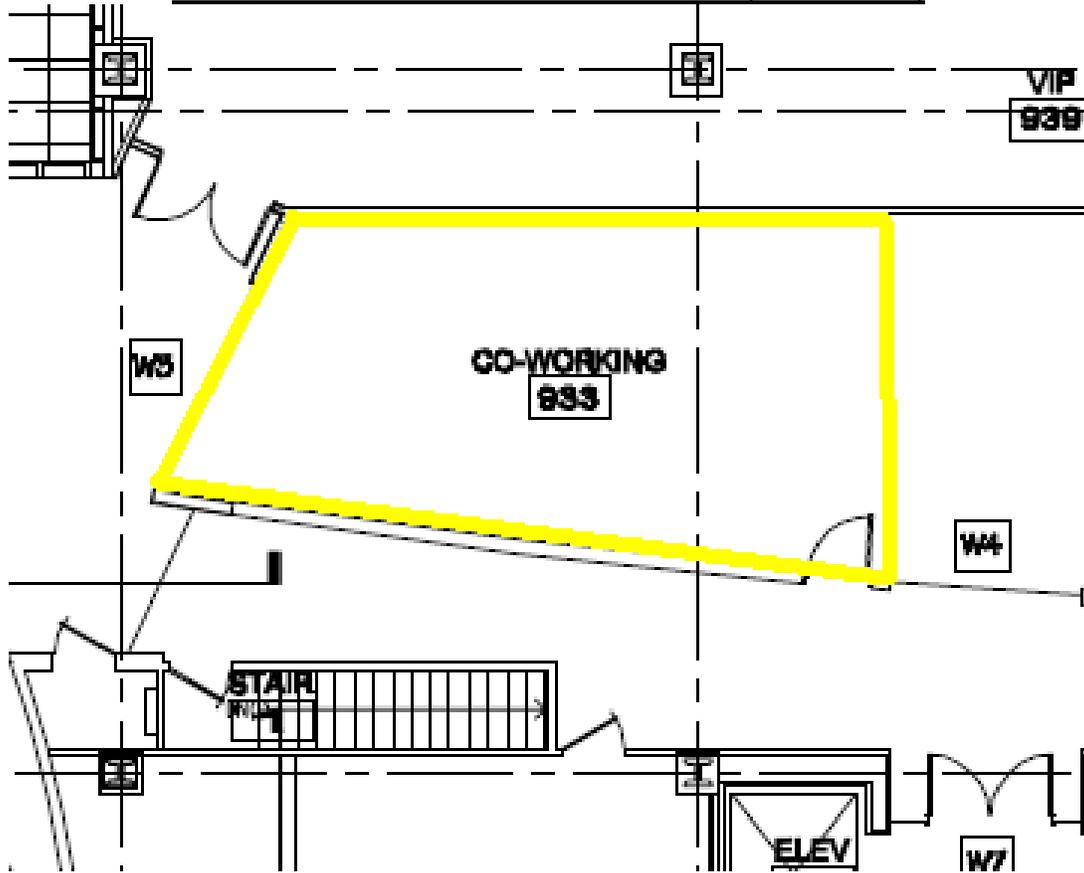
**EXHIBIT B**  
**FLOORPLAN - BIJOU THEATRE (ROOM 923)**



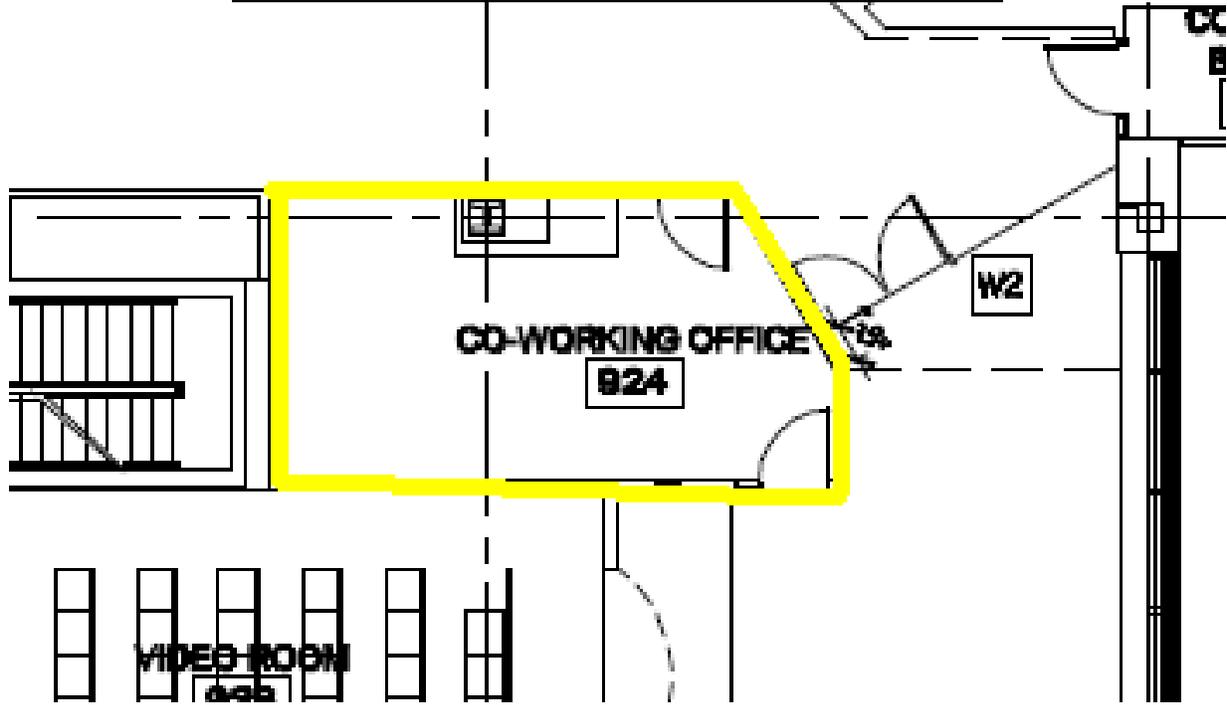
**EXHIBIT B**  
**FLOORPLAN – DOME THEATRE (ROOM 900)**



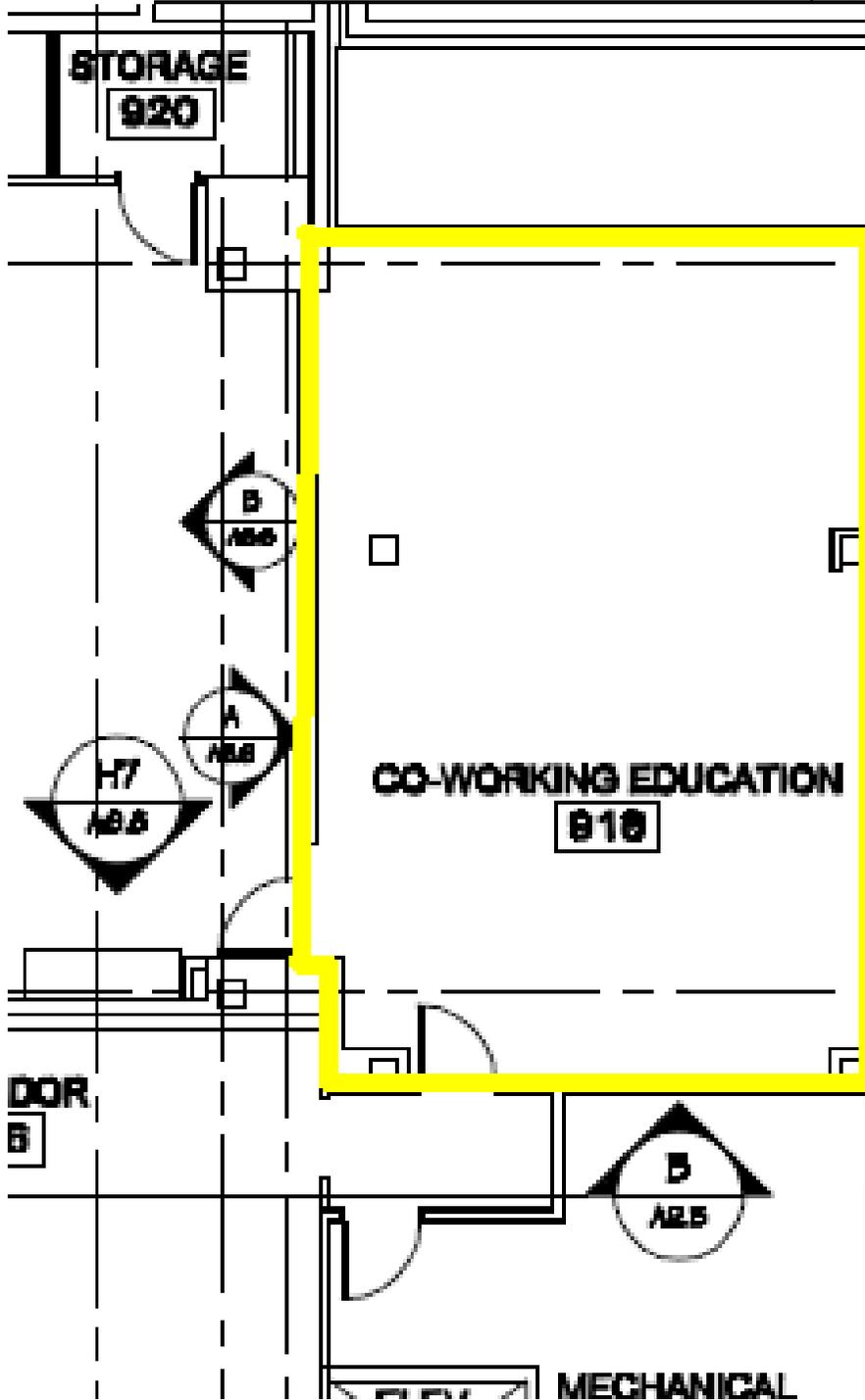
**EXHIBIT B**  
**FLOORPLAN - CO-WORKING ROOM (ROOM 933)**



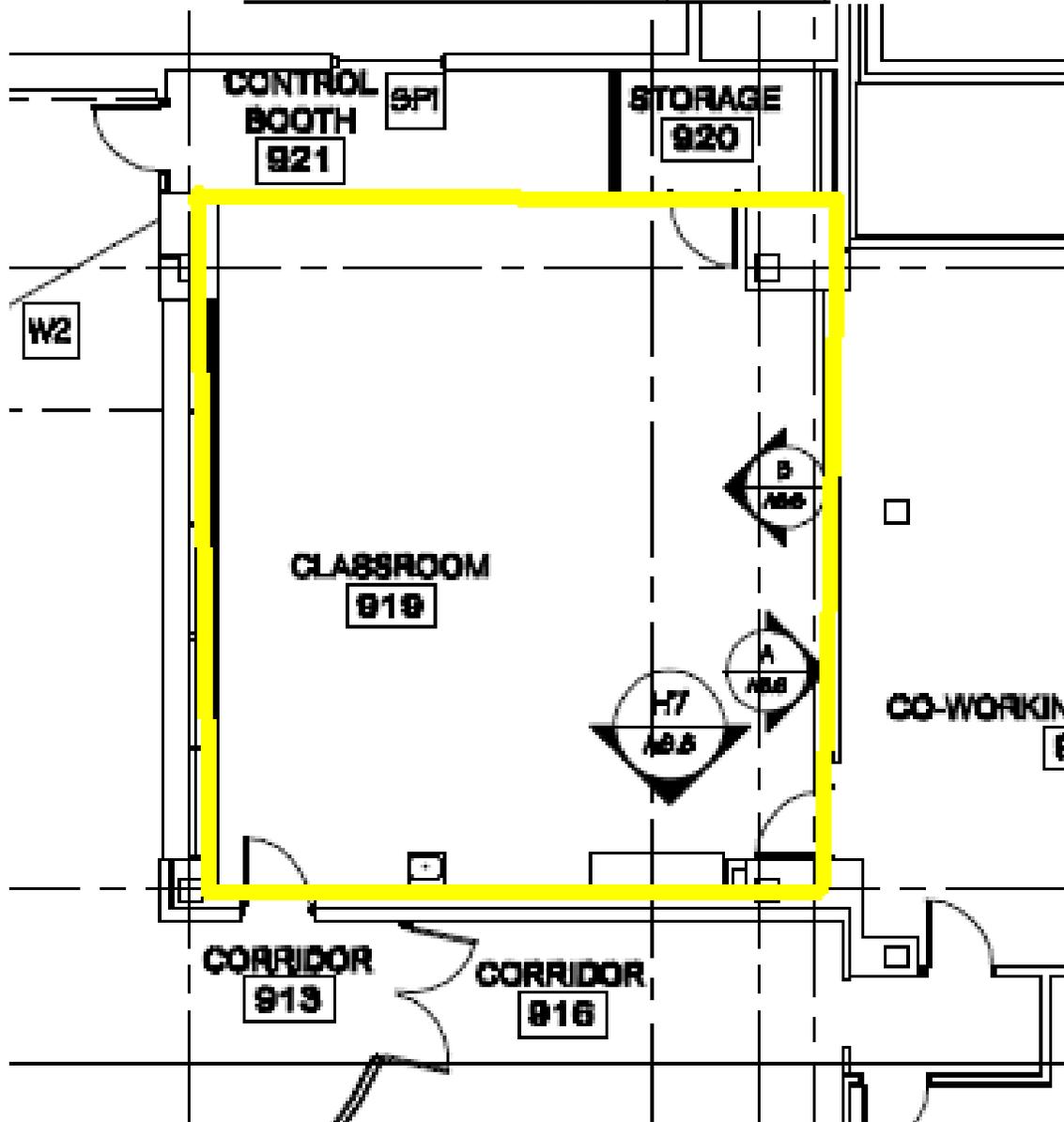
**EXHIBIT B**  
**FLOORPLAN – CO-WORKING OFFICE (ROOM 924)**



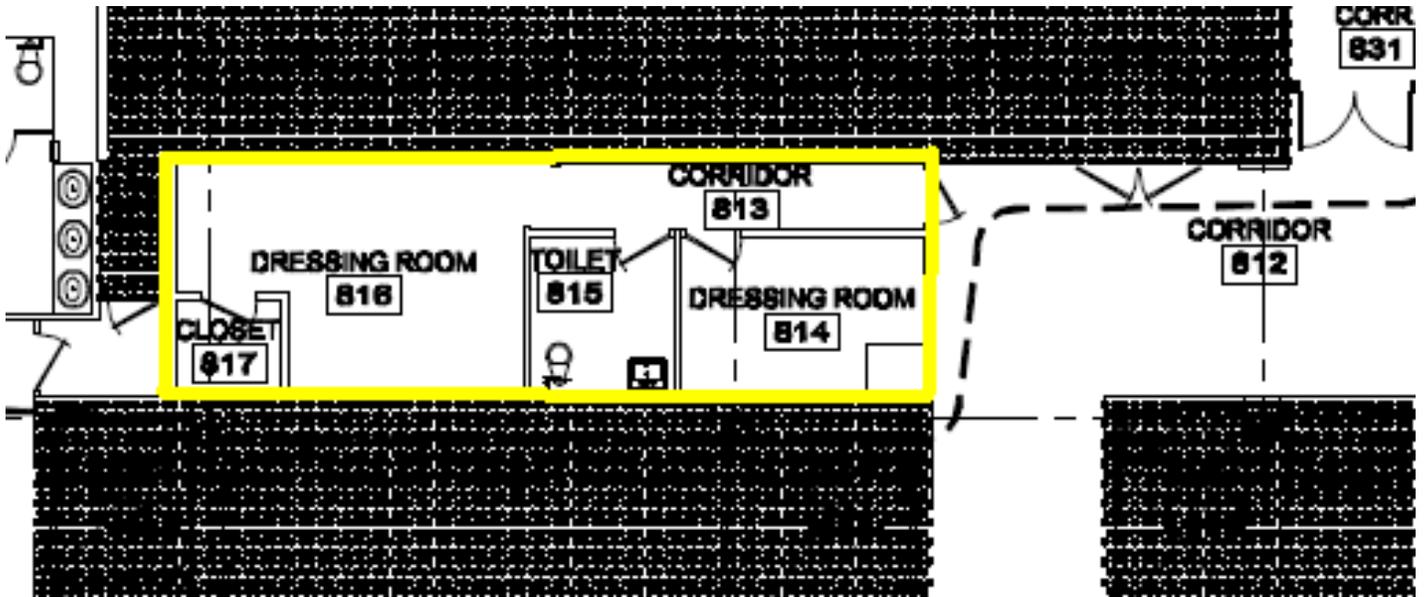
**EXHIBIT B**  
**FLOORPLAN - CO-WORKING EDUCATION (ROOM 918)**



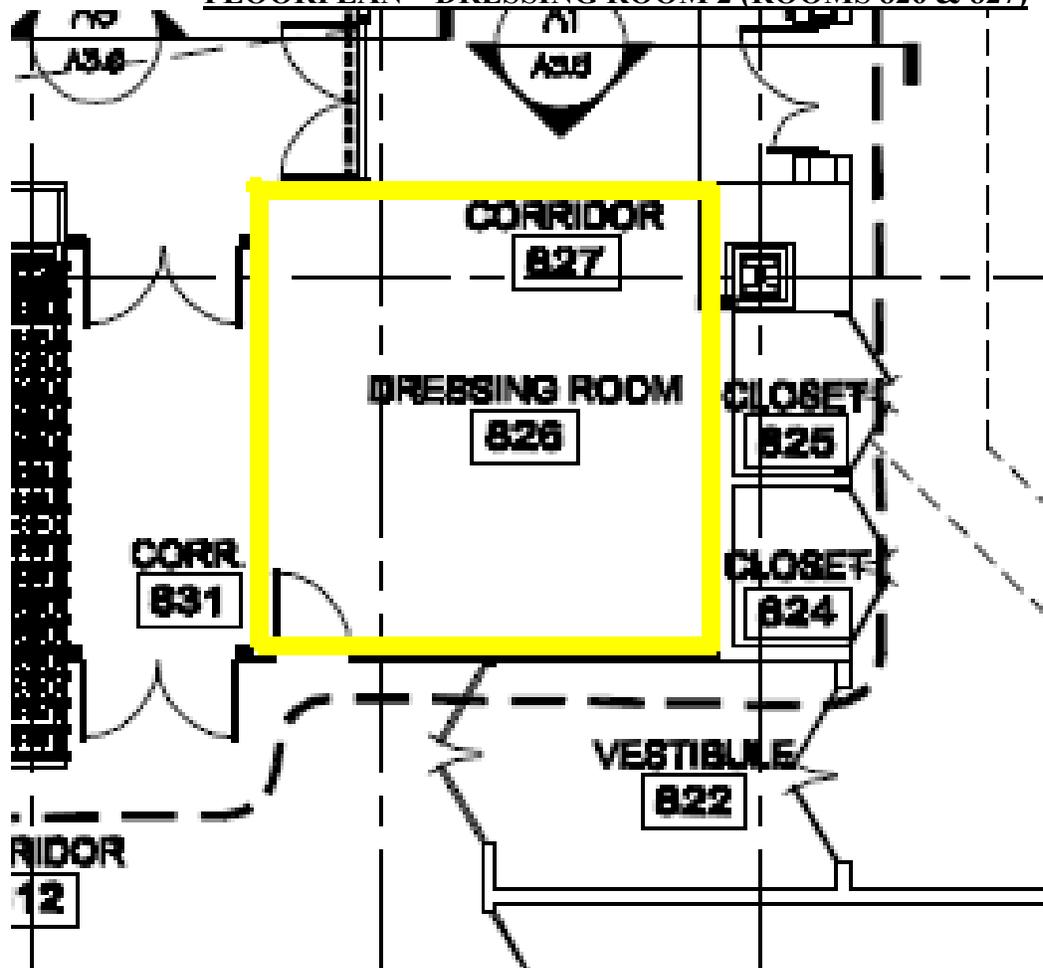
**EXHIBIT B**  
**FLOORPLAN – CLASSROOM (ROOM 919)**



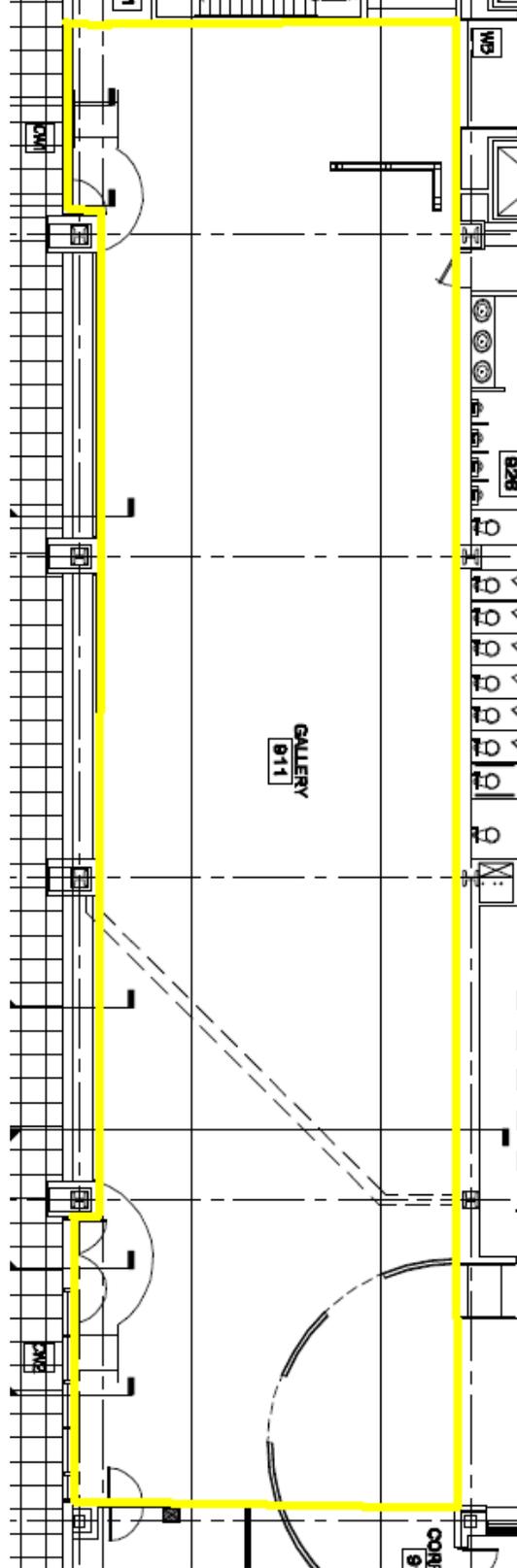
**EXHIBIT B**  
**FLOORPLAN – DRESSING ROOM 1 (ROOMS 813-817)**



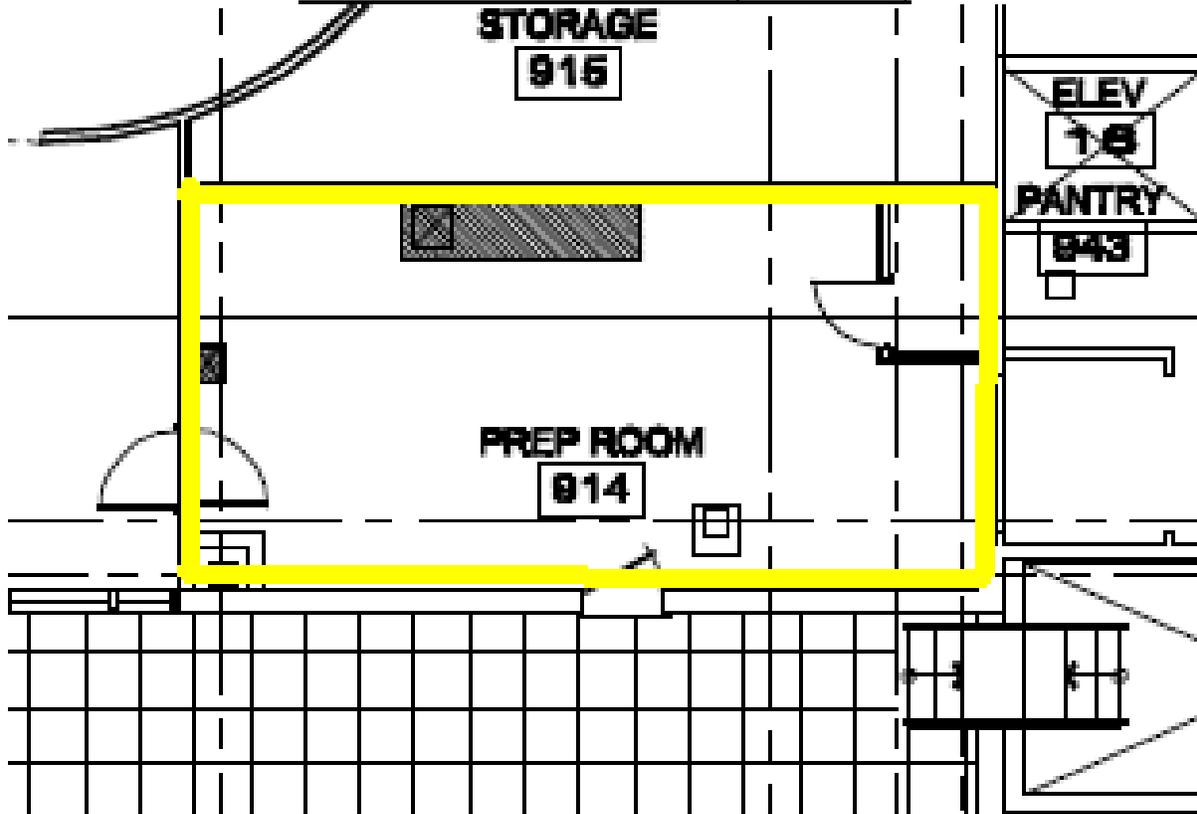
**EXHIBIT B**  
**FLOORPLAN – DRESSING ROOM 2 (ROOMS 826 & 827)**



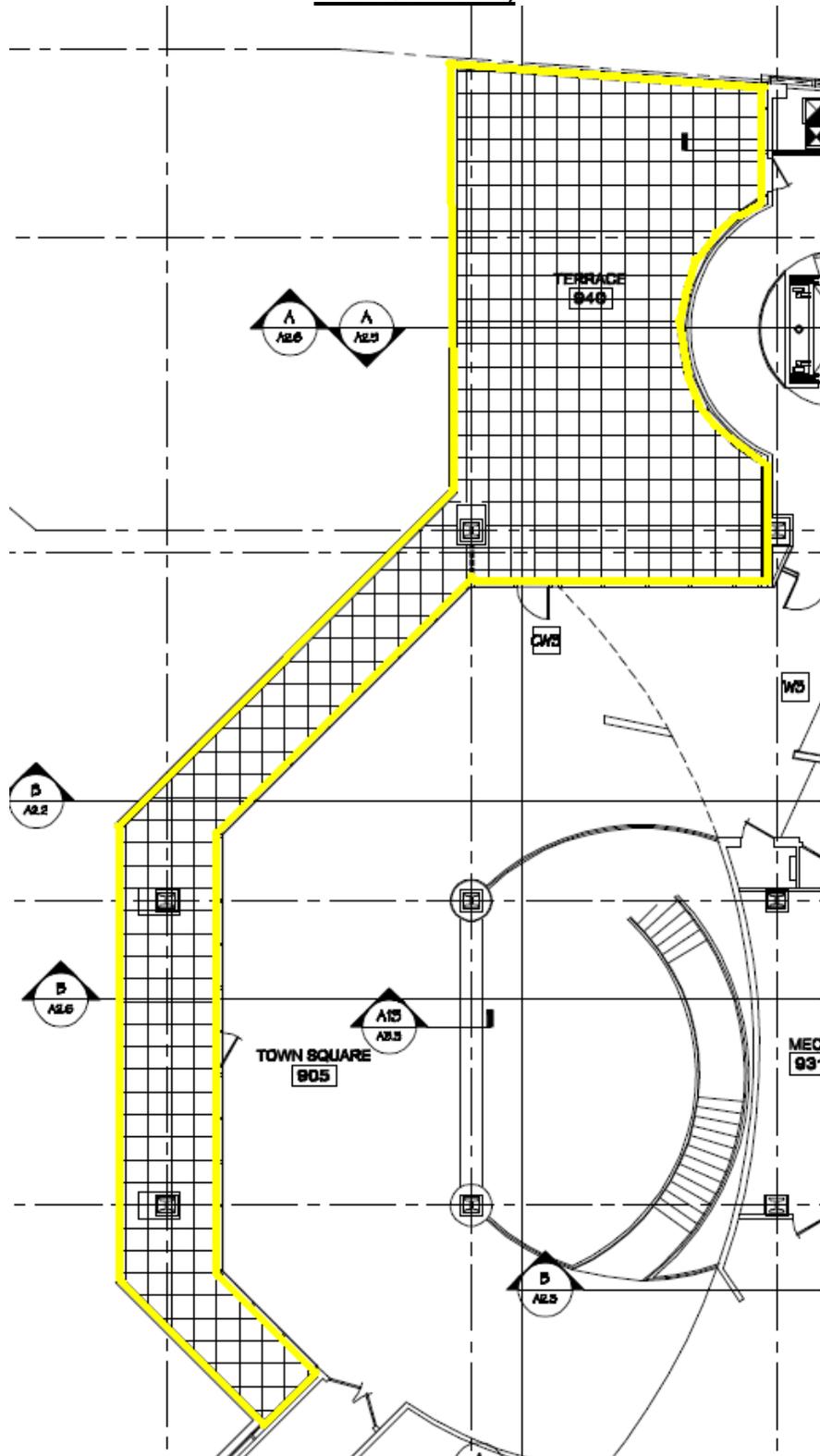
**EXHIBIT B**  
**FLOORPLAN - GALLERY (ROOM 911)**



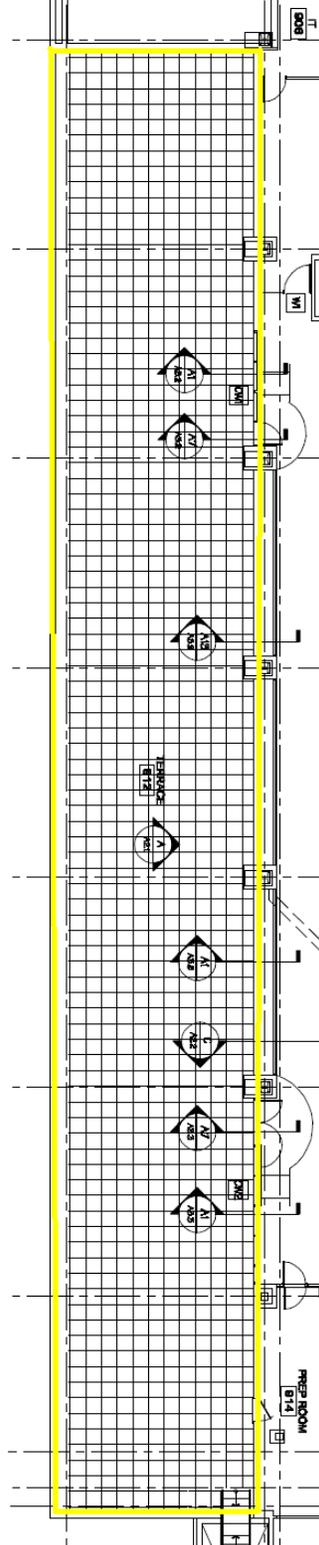
**EXHIBIT B**  
**FLOORPLAN – PREP ROOM (ROOM 914)**



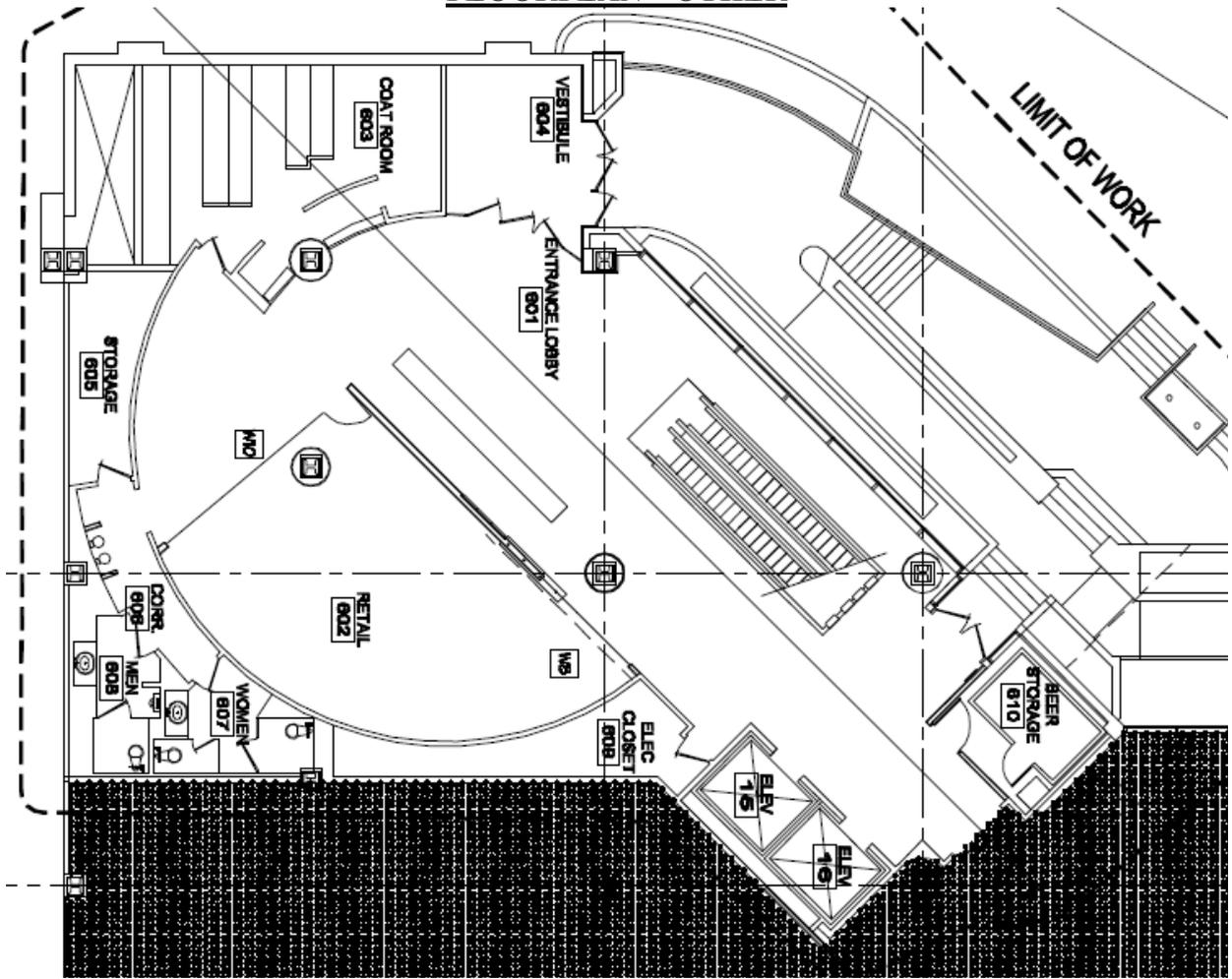
**EXHIBIT B**  
**FLOORPLAN – FRONT TERRACE (ROOM 940)**  
**(MUST BE USED IN CONJUNCTION WITH ANOTHER SPACE IN THE**  
**ARTISPHERE)**



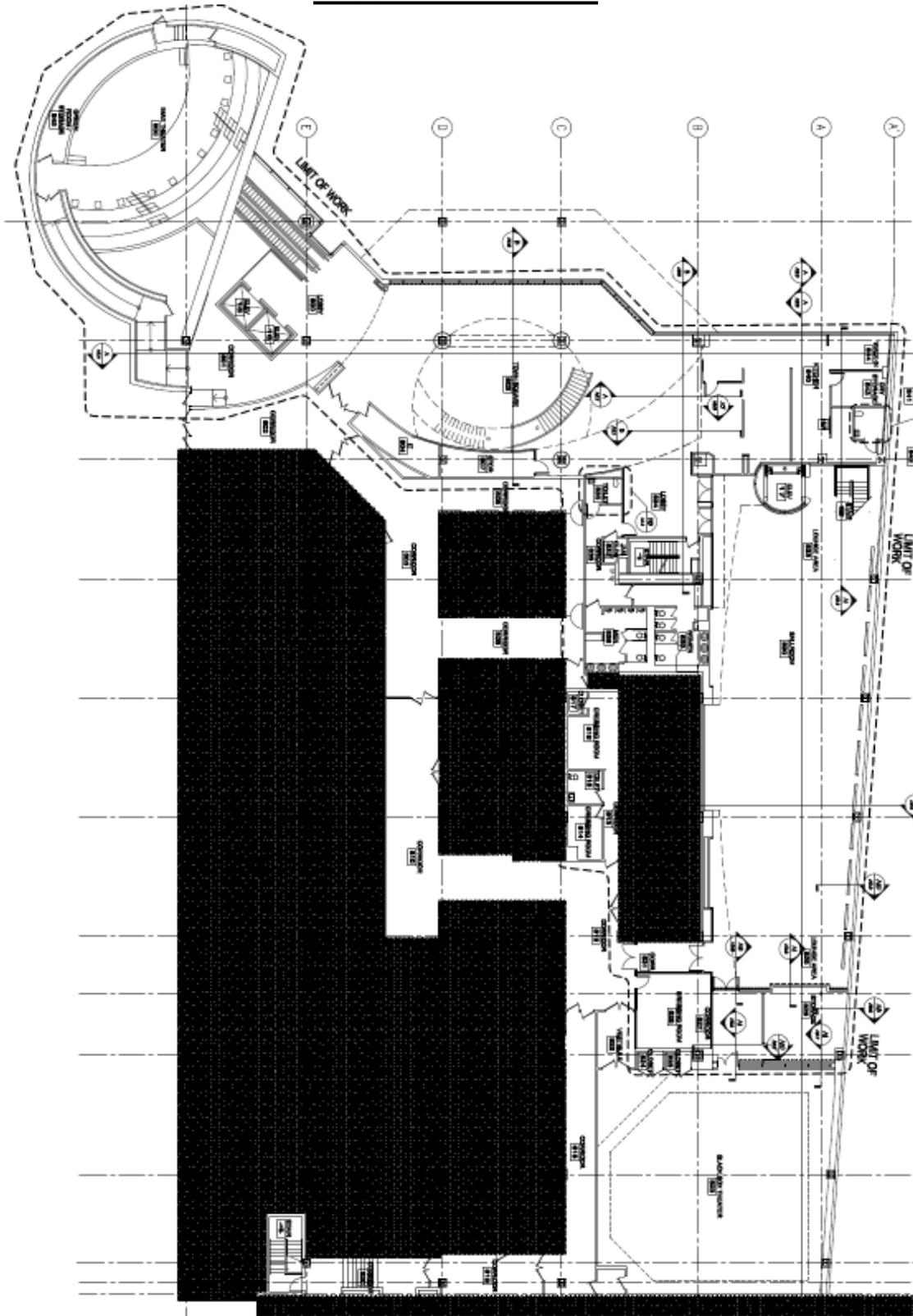
**EXHIBIT B**  
**FLOORPLAN – SIDE TERRACE (ROOM 912)**  
**(MUST BE USED IN CONJUNCTION WITH ANOTHER SPACE IN THE**  
**ARTISPHERE)**



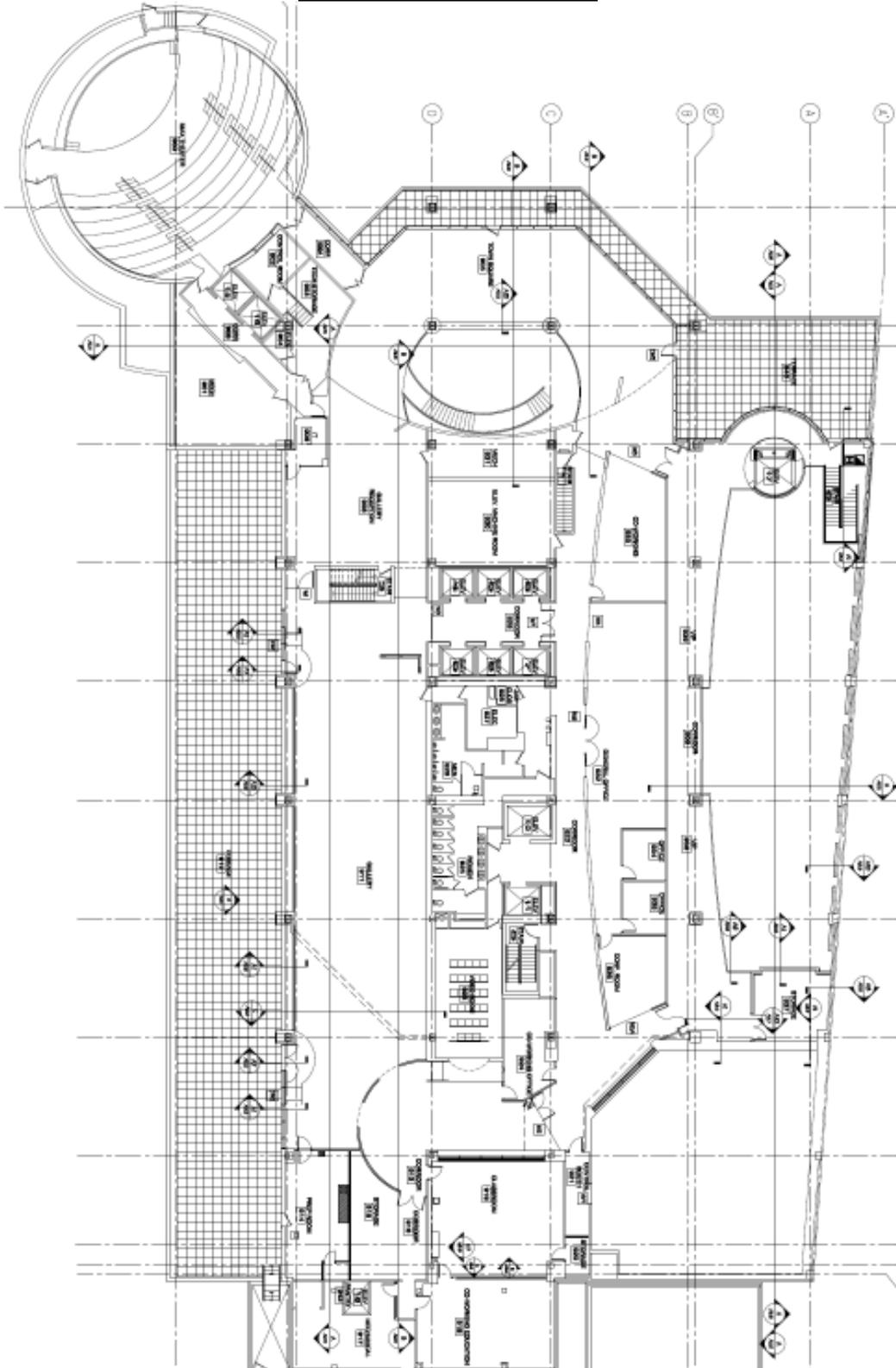
**EXHIBIT B**  
**FLOORPLAN - OTHER**



**EXHIBIT B**  
**FLOORPLAN - OTHER**



**EXHIBIT B**  
**FLOORPLAN - OTHER**





**EXHIBIT D**  
**RULES AND REGULATIONS**

The following rules and regulations have been formulated for the safety and well-being of all the users of the Artisphere and the Building. Adherence to these rules and regulations by each and every user contributes to safe occupancy and enjoyment of the Artisphere and the Building. Unless otherwise provided in the License, any violation of the following rules and regulations by the Licensee that continues after notice from the Licensor or the Prime Landlord shall, at the option of the Licensor or the Prime Landlord, be a Default by the Licensee under the License.

The Licensor and the Prime Landlord may, upon request by any user, waive compliance by such user of any of the following rules and regulations, provided that (a) no waiver shall be effective unless signed by the Licensor or the Licensor's authorized agent and the Prime Landlord and the Prime Landlord's authorized agent, (b) no such waiver shall relieve any user from the obligation to comply with such rule or regulation in the future, unless expressly consented to by the Licensor and the Prime Landlord, and (c) no such waiver granted to any user shall relieve any other user from the obligation of complying with said rule or regulation unless such other user has received a similar waiver in writing from the Licensor and the Prime Landlord.

1. The Common Areas shall not be obstructed or encumbered by any user or used for any purposes other than ingress and egress to and from the Licensed Premises.
2. Except in connection with the Terrace Area, no awnings or other projections shall be attached to the outside walls of the Building without the consent of the Licensor and the Prime Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. No drapes, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Licensed Premises, without the consent of the Licensor and the Prime Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Such curtains, blinds, screens and other fixtures shall be of a quality, type, design and color acceptable to the Licensor and the Prime Landlord and shall be attached in a manner approved by the Licensor and the Prime Landlord.
3. The Licensee shall not install, exhibit, place, inscribe, paint, or affix any sign, advertisement, notice or other lettering anywhere in or on the exterior of the Licensed Premises, the Artisphere, or the Building, without the prior written consent of the Facility Manager, which consent shall be granted or denied in the sole discretion of the Facility Manager. Notwithstanding the foregoing, any proposed signage on the exterior of the Building shall comply with the applicable comprehensive sign plan for the Building and all other applicable laws and regulations. Further notwithstanding the foregoing, under no circumstances shall the Licensee install, exhibit, place, inscribe, paint, or affix any sign, advertisement, notice or other lettering within two (2) feet from the exterior glass of the Building. In the event of any violation of the foregoing by any Licensee, the Licensor or the Prime Landlord may, after five (5) business days prior written notice, remove the same without any liability and may charge the expense incurred by such removal to the user responsible for violating this rule.
4. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the Common Areas.
5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. No user shall throw anything out of the doors or windows or down any corridors or stairs.
6. There shall be no marking, painting, drilling into or other form of defacing of or damage to any part of the Common Areas or the exterior of the Building. No boring, cutting or stringing of wires shall be permitted. Licensee shall not construct, maintain, use or operate on the exterior of the Building, any electrical device, wiring or apparatus in connection with a loud speaker system or other sound system, except on public sidewalks or the public right-of-way, during regular business hours of any weekday (*i.e.*, before 6:00 p.m.).
7. Licensee shall not make or permit to be made any disturbing noises or disturb or interfere with other occupants of the Building or neighboring buildings or premises or those having business with them, whether by the

use of any musical instrument, radio, tape recorder, whistling, singing or any other way. Nothing herein shall limit Licensee's right to use the Licensed Premises consistent with its intended purposes, including use of sound amplification systems related to musical, theatre, or other cultural and social events.

8. Other than theatre props or service animals, no bicycles, vehicles, animals, birds or pets of any kind shall be brought into or kept in or about the Licensed Premises, the Artisphere, or the Building.

9. The Licensee shall not buy or keep in the Licensed Premises, the Artisphere, or the Building any inflammable, combustible or explosive fluid, chemical or substance, unless otherwise provided in the License.

10. The doors leading to the corridors or main halls shall be kept closed during business hours except as they may be used for ingress and egress.

11. All removals, or the carrying in or out of any safes, freight, furniture or bulky matter of any description through the main Building lobby, must take place in such manner and during such hours as the Licensor and the Prime Landlord may reasonably require upon advance written notice to the Licensee. The Licensee shall be entitled to communicate and coordinate with the Facility Manager in connection with the removal or carrying in or out of such items. The Licensor and the Prime Landlord reserve the right (but shall not have the obligation) to inspect all freight brought into the Building and to exclude from the Building all freight which violates any of these rules and regulations or any provision of any user's agreement.

12. The requirements of the Licensee will be attended to only upon application at the office of the Facility Manager. Building employees have been instructed not to perform any work or do anything outside of their regular duties, except with special instructions from the Facility Manager.

13. Except with respect to the Licensed Premises and Licensee's activities therein, canvassing, soliciting and peddling in the Building is prohibited. The foregoing shall not prohibit the Licensee from handing out flyers or other advertisements in the main Building lobby with respect to Scheduled Events or the Licensee's activities in the Licensed Premises.

14. No hand trucks, except those equipped with rubber tires and side guards, shall be used to deliver or receive any merchandise in any space or in the Common Areas of the Building, either by the Licensee or its agents or contractors.

15. Access plates to under floor conduits shall be left exposed. Where carpet is installed, carpet shall be cut around the access plates.

16. Mats, trash and other objects shall not be placed in the public corridors.

17. No smoking shall be permitted in any of the Common Areas of the Building, or anywhere inside the Artisphere or on the Terrace. All cigarettes and related trash shall be disposed of in trash receptacles and not on the sidewalk, parking lot or grass.

18. No space in or about the Building shall be used for the manufacture, storage, sale or auction of merchandise goods or property of any kind, except that the Licensee shall be entitled to use the Licensed Premises, consistent with the terms of the License, for the creation and sale of fine arts and crafts, including the sale of promotional materials, and for artists' demonstrations.

19. The Prime Landlord shall have the right to prohibit any advertising by any tenant that constitutes a defamatory statement with respect to Landlord (or Landlord's Building) or any other user or tenant in the Building and, upon written notice from Prime Landlord, such user or tenant shall refrain from and discontinue such advertising.

20. The Licensee shall be solely responsible for acceptance of all deliveries to the Licensed Premises, the Artisphere, or the Building. The Licensee shall coordinate all deliveries with the Facility Manager. The Licensee shall have a person on site to verify and acknowledge all its deliveries. The Licensor and the Prime Landlord accept no responsibility or obligation with respect to any deliveries of the Licensee.

21. Throwing rice, confetti, birdseed, or anything of a similar nature is prohibited anywhere in the Building and the Artisphere, including the Terrace.

**EXHIBIT E**  
**PRIME LEASE PERMITTED USES**

**6. USE.**

A. *Permitted Use:* During the Initial Term and the Renewal Term (to the extent exercised), Tenant shall be permitted to use and occupy the Demised Premises solely for a museum, other cultural uses, and any related ancillary uses (including, but not limited to, food service, café uses or retail use related to the museum or other cultural uses that are the primary uses), as approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. (Tenant's use of the Terrace Area is further subject to the provisions of Section 44 hereof.) Notwithstanding the foregoing, without limitation, the following uses are prohibited: medical use, the provision of general governmental services not directly related to the uses otherwise permitted herein, use as a payment center, provision of temporary services, counseling or gambling-related functions, other than charitable games (for example, bingo, auctions and raffles) on an occasional basis under the auspices of tax-exempt charitable organizations for participation by their members and guests of members, as opposed to such games being conducted by general public. Any other use shall be subject to the approval of Landlord. Landlord covenants and warrants that the uses permitted by this Lease are not prohibited or restricted by any unrecorded restrictive covenants. Tenant shall not permit uses in the Demised Premises which transmit noise levels to any adjacent spaces (including but not limited to Common Areas) during the hours of 7:00 a.m. to 6:00 p.m. on Monday through Friday (excluding Holidays) or during the hours from 9:00 a.m. to 1:00 p.m. on Saturdays in excess of an average, or  $L_{eq}$ , of 35 dBA, with maximum levels not exceeding an  $L_{10}$  of 45 dBA (the "Permitted Noise Limit"). In order to determine whether the Permitted Noise Limit is exceeded, sound shall be measured during a 15-minute period in any of the adjoining spaces during normal operational conditions in the space in which the sound is produced, with measurements to be conducted by moving an Integrating Sound Level Meter through an arch to obtain a space average over such 15-minute period following proper measurement techniques (the "Noise Measuring Procedures"). The  $L_{eq}$  represents the average level over the measurement period (and thus average levels should be less than 35 dBA). The  $L_{10}$  represents the level that is not exceeded more than ten percent (10%) of the time (and thus 90% of the time levels will be less than 45 dBA).

B. *Legal and Other Restrictions of Tenant's Use:* Tenant shall not use or occupy the Demised Premises for any unlawful purpose, or in any manner that will violate the site plan or certificate of occupancy for the Demised Premises or the Building or that will constitute waste, nuisance or unreasonable annoyance to Landlord or any other tenant or user of the Building. Tenant shall comply with, and shall ensure that the Demised Premises is at all times not in violation of Applicable Law which shall be complied with in a timely manner at Tenant's sole expense. If any such Applicable Law requires an occupancy or use permit or license for the Demised Premises or the operation of the business conducted therein (including a certificate of occupancy or nonresidential use permit), then Tenant or its subtenant or licensee, as the case may be, shall obtain and keep current such permit or license at Tenant's expense and shall promptly deliver a copy thereof to Landlord. Except as permitted in Section 6.A, Tenant shall not use any space in the Building for the sale of goods to the public at large or for the sale at auction of goods or property of any kind. Tenant shall not conduct any operations, sales, promotions, or advertising or special events in, on or about the Building outside of the Demised Premises, except to the extent permitted in the Terrace Area by any other provision(s) of this Lease. Nothing set forth in the immediately preceding sentence shall restrict Tenant's right to conduct any promotions or advertising outside of the property line of the Land that would otherwise be permitted by Applicable Law. Tenant shall not use the Demised Premises for any use prohibited by the applicable provisions of the Arlington County Zoning Ordinance.

**EXHIBIT F**  
**ADDITIONAL FEE SCHEDULE**

[TO BE INSERTED]

**EXHIBIT G**  
**SUPPORTED ARTS GROUP**

In furtherance of the County Board of Arlington County, Virginia's, approved Policy for the Support of Arts Organizations and Artists", adopted by the County Board of Arlington County, Virginia on December 9, 1990, the Arlington Commission for the Arts recommended, and on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the County Board of Arlington County, Virginia approved the Licensee's status as a "Supported Arts Organization", and awarded the Licensee the following grants:

- FY \_\_\_\_\_ Cash Grant of \$ \_\_\_\_\_
- FY \_\_\_\_\_ Grant of the following space and/or services \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As a "Supported Arts Organization", the Licensee shall be required to credit both the Arlington Commission for the Arts and the Arlington County Department of Parks, Recreation, and Cultural Resources, Cultural Affairs Division, in all printed and digital materials. In furtherance of this requirement, the Licensee shall include the following statement in all materials related to the Licensee's use of the License Premises and the Artisphere:

This program is supported in part by Arlington County through the Arlington Commission of the Arts and the Cultural Affairs Division of the Department of Parks, Recreation and Community Resources.

The Cultural Affairs Division of the Arlington County Department of Parks, Recreation and Community Resources shall administer the provision of any funds, services, and/or spaces pursuant to this grant.

By executing the License to which this document is attached as Exhibit G:

A. The Licensee agrees to meet all conditions outlined in the Policy for the Support of Arts Organizations and the FY \_\_\_\_\_ Grant Guidelines.

B. Pursuant to the terms of the Licensor's grant award to the Licensee, the Licensee agrees to pay the Licensor the following license fee(s) for the use of the Licensed Premises:

- 1. \_\_\_\_\_ dollar(s) (\$ \_\_\_\_\_) per ticket surcharge;
- 2. \_\_\_\_\_ percent ( \_\_\_\_\_ %) of gross ticket sales;
- 3. Other (specify): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- BC. The Licensee acknowledges receipt of all applicable policies and guidelines, and agrees to abide by all policies and guidelines applicable to the Licensee.
- ED. The Licensee agrees to all of the terms and conditions in this License and any other documentation required by Arlington County and the Facility Manager.

**EXHIBIT H**  
**ARTISPHERE NAMING CONVENTIONS AND LOGO**



**ARTISPHERE USE AGREEMENT  
(SHORT FORM)**

THIS ARTISPHERE USE AGREEMENT (SHORT FORM) (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic (the “County”) and \_\_\_\_\_ (the “User”). The User is (check one):

- an individual                       a Virginia general partnership;                       a Virginia limited liability company;  
 a Virginia corporation;                       a \_\_\_\_\_ general partnership authorized to do business in Virginia;  
 a \_\_\_\_\_ limited liability company authorized to do business in Virginia;  
 a \_\_\_\_\_ corporation authorized to do business in Virginia;  
 other (please describe) \_\_\_\_\_.

The County and the User are sometimes referred to herein jointly as the “Parties”.

The Parties hereto in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and each with intent to be legally bound, for themselves and their respective successors, agree as follows:

I.        Premises. In accordance with the Deed of Lease, dated the 20th day of November 2008 (the “Prime Lease”), by and between 1101 Wilson Owner, LLC, a Delaware limited liability company (“Prime Landlord”), as Landlord, and the County, as Tenant, Prime Landlord leased to the County certain space containing approximately fifty-three thousand eight hundred twenty-six (53,826) square feet (the “Artisphere”) of the building located at 1101 Wilson Boulevard, Arlington, Virginia. The County hereby grants to the User permission to use, upon the terms hereinafter provided, that portion or portions of the Artisphere as described in the Premises and Use Rate Sheet, attached hereto and incorporated herein as Exhibit A, and as more particularly shown on the floorplan(s) attached hereto and incorporated herein as Exhibit B (the “Premises”). The User has inspected the Premises and accepts the Premises in its “AS IS” condition. This Agreement provides to the Licensee the non-exclusive use of the outer lobbies abutting and associated with the Premises, and the right of ingress and egress through such designated halls and corridors of the Artisphere available on a non-exclusive basis and not otherwise reserved for the exclusive use by others, provided that the User’s right of ingress and egress shall not infringe or impede the rights of use of the County or third parties in the Artisphere. The Facility and Operations Manager for the Artisphere (the “Facility Manager”) shall have the authority to resolve any controversy between/among the Licensor, the Licensee and any other licensees or subtenants of the Licensor, in his or her sole and absolute discretion, involving the use of space in the Artisphere, and the Facility Manager’s determination shall be binding on Licensee. The Facility Manager shall control all access to the Licensed Premises at all times; Licensee shall not receive keys or otherwise exercise exclusive control of the Licensed Premises.

II.       Term. The date(s) and time(s) of the User’s scheduled event(s) are more particularly described in Exhibit A, attached hereto and incorporated herein (the “Scheduled Event” or “Scheduled Events”). The User shall have access to the Premises for up to two (2) hours prior to the Scheduled Events for set-up purposes. The user shall also have access to the Premises for up to one (1) hour after the Scheduled Events for clean-up purposes. Unless otherwise agreed to in writing by the User and the Facility Manager, if the Scheduled Event, including any set-up or clean-up, begins or continues outside of the Term or the agreed-upon set-up and clean-up hours, then the User shall pay an additional amount of \_\_\_\_\_ (\$\_\_\_\_) per each quarter-hour period by which it exceeds the Term or the agreed-upon set-up and clean-up hours. Such payment shall be made by the user to the County not later than the next business day after the Scheduled Event. All set-up and clean-up arrangements must be approved by the Facility Manager at least forty-eight (48) hours in advance of the Scheduled Events.

III.       Permitted Uses. The User is permitted to use the Premises for the following use(s), AND NO OTHER USES:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Theatrical Performance           | <input type="checkbox"/> Film Screening       | <input type="checkbox"/> Musical Performance |
| <input type="checkbox"/> Exhibition                       | <input type="checkbox"/> Dance Performance    | <input type="checkbox"/> Artist Workspace    |
| <input type="checkbox"/> Literary/Poetry Reading          | <input type="checkbox"/> Conference           | <input type="checkbox"/> Presentation/Speech |
| <input type="checkbox"/> Concessionaire                   | <input type="checkbox"/> Instruction/Teaching |  |
| <input type="checkbox"/> Other (Specify in Detail): _____ |   |  |

The use(s) selected above are referred herein as the "Permitted Uses". All such Permitted Uses shall be consistent with the uses allowed under the Prime Lease, including, but not limited to, restrictions on sound emissions; a copy of the "Use" section of the Prime Lease is attached hereto and incorporated herein as Exhibit C. Notwithstanding the foregoing, all uses of the Premises must be in accordance with applicable zoning regulations, laws, rules, orders, ordinances and regulations of the County and all other applicable government authority, and of the Prime Landlord, including the Rules and Regulations, attached hereto and incorporated herein as Exhibit D, and for no other purpose. The User is solely responsible for ensuring that all caterers, equipment companies, rental companies, and contractors hired by, retained by, or paid by the User comply with all the terms of this Agreement. The User shall make such persons and entities aware of the applicable provisions of this Agreement.

IV. Use Fee. The total fee (the "Total Fee") for using the Premises for the above Permitted Uses during the Term is more particularly described on the completed Premises and Use Rate Sheet, attached hereto and incorporated herein as Exhibit A.

V. Payment Schedule.

A. The User shall pay to the County a reservation deposit of \$ \_\_\_\_\_, due upon the signing of this Agreement;

B. The User shall pay the County an amount equal to \$ \_\_\_\_\_, due not later than \_\_\_\_\_ (\_\_\_\_) days before the date of the Scheduled Event;

C. The User shall pay the County the remaining outstanding fees owed (excluding any applicable amount based on gross ticket sales), equal to \$ \_\_\_\_\_, due on or before the day of the Scheduled Event; and

D. Any portion of the Total Fee owed to the County from the User based on gross tickets sales for the Scheduled Event shall be retained by the County, and the remaining amount collected from gross ticket sales amounts shall be remitted by the County to the User on a  daily /  weekly /  monthly basis.

E. With respect to any portion of the Total Fee that is based on the User's or the User's caterer's gross revenues, gross ticket sales, or other amounts not capable of calculation at the time of execution of this Agreement, the User shall submit detailed statements in support of the User's determination of such amounts to the Facility Manager within five (5) business days after each Scheduled Event for which any such fees are due and payable to the County. The User's failure to timely submit to the Facility Manager such detailed statements shall be a default of this Agreement. The County shall have the right to require the User to deliver to the Facility Manager, and for the Facility Manager to review, all of Licensee's, its employees, agents, and contractors, accounting and ticket sales records to verify any amounts based on gross revenues, gross ticket sales, or other amounts not capable of calculation at the time of execution of this Agreement. The County is authorized to provide such records to any taxing authority upon request of such authority.

F. If the User cancels this Agreement prior to \_\_\_\_\_ AM/PM on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Refund Deadline"), then the County shall refund in full to the User all deposits and sums previously paid by the User to the County pursuant to subparagraphs V.A., V.B., and/or V.C., above. However, if, for any reason, the User cancels this Agreement after the Refund Deadline, then the County shall have no obligation to refund all or any part of any deposits and sums previously paid by the User to the County pursuant to subparagraphs V.A., V.B., and/or V.C., above.

G. If any portion of the Total Fee is not paid when due, then the Facility Manager, in his or her sole and absolute discretion, may, upon verbal notice to the User, cancel the User's Scheduled Events, and immediately terminate this Agreement without liability or obligation to the County or others.

VI. Ticketing. If the Scheduled Event is a ticketed event, then please refer to Exhibit E, attached hereto and incorporated herein, for all ticket requirements.

VII. Concessions; Food Service; Merchandising. If any Scheduled Event involves concessions, food service, and/or the sale of any merchandise by any person or entity other than the County, then the terms and conditions contained in Exhibit F, attached hereto and incorporated herein, shall control.

VIII. No Assignment. This Agreement is personal to the User and is neither assignable nor transferable by the User.

IX. No Alterations or Signs; Care of Premises. The User shall make no alterations, installations, attachments, additions or improvements in or to the Premises or any other part of the Artisphere or the Building. The User shall obtain the permission of the Facility Manager, which permission shall be granted or denied in the Facility Manager's sole and absolute discretion, for the placement and location of any signs within the Premises or the Artisphere, or on the exterior of the Building, subject to any applicable restrictions contained in the Prime Lease and the applicable

comprehensive sign plan approved for the Building. Notwithstanding the foregoing, the permission for the placement and location of any signs shall be in the sole and absolute discretion of the Facility Manager. The User shall, at all times, maintain the Premises in a clean, safe, and sanitary condition, take good care thereof, and suffer no waste or injury thereto.

X. No Liability; Indemnification.

A. The User shall be responsible for the conduct of all its employees, agents, business invitees, customers, clients and guests, and is solely responsible for all damage caused by such persons, including, but not limited to, bodily injuries, damages to the Premises, the Artisphere, or the Building.

B. The User, its employees, agents, business invitees, customers, clients and guests shall be, under all circumstances, solely responsible for all of their respective personal property while in the Premises, the Artisphere, and the Building. Neither the County nor the Prime Landlord shall have any liability with respect to any such person or entity for any damage to, or loss of, such personal property.

C. The User acknowledges that the County, its elected and appointed officials, officers, employees, contractors and agents shall not be liable for any damages, special, consequential, punitive, or otherwise, as a result of any claim relating to this Agreement or the User's use of the Premises.

D. The User represents and warrants that the Scheduled Event is legal and that all necessary licenses (including, but not limited to, any applicable music license fee, performance license fee, and alcoholic beverage control license fee) have been or will be obtained for the Scheduled Event.

E. The User hereby agrees to defend, indemnify, and hold harmless the County, and its elected and appointed officials, officers, employees, contractors, agents, successors and assigns, from and against all claims, causes of action, liabilities, losses, costs and expenses arising from or in connection with any injury or other damage to any person or property; (1) that occurs in the Premises; or (2) that occurs in any part of the Artisphere or the Building and is caused by (a) the negligence or willful misconduct of the County, its agents, contractors, employees, customers, or invitees; (b) the User's use and occupancy of the Premises or the business conducted therein or the User's presence in the Building; (c) the making by the User of any alterations; (d) any act or omission of the User or its agents, contractors, employees, customers, or invitees; and (e) any breach or default by the User in the observance or performance of this Agreement, including, but not limited to, the hazardous Materials provisions contained in Section XIV of this Agreement. The indemnification in this section shall survive the expiration or termination of this Agreement.

F. The User hereby agrees to indemnify and hold Prime Landlord and its shareholders, members, partners, contractors, licensees, invitees, ground lessors and the holder of any mortgage or deed of trust secured by the Building, and their respective employees, agents, officers and directors, harmless from and against all costs, damages, claims, liabilities and expenses, including attorneys' fees, suffered by or claimed against prime Landlord, directly or indirectly, based on, arising out of or resulting from: (1) the User's use and occupancy of the Premises or the business conducted herein or the User's presence in the Building; (2) the making by the User or any alterations; (3) any act or omission of the User or its employees, agents or invitees; and (4) any breach or default by the User in the observance or performance of this Agreement, including, but not limited to, the Hazardous Materials provisions contained in Section XIV of this Agreement. The indemnification in this section shall survive the expiration or termination of this Agreement.

XI. Insurance. The User shall obtain and maintain the following insurance (check all that apply):

- A commercial general liability insurance policy, providing coverage for claims arising from or in connection with the exercise of permission granted hereunder by the User for personal injury, death, property damage or loss suffered by any person, thing or interest with a minimum of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate.
- If, at any time, alcohol is being served by the User or a contractor of the User, within the Premises, or the Artisphere in connection with the User's Scheduled Event, then the User shall ensure that the User or its caterer obtains and maintains a current liquor liability insurance policy with a policy limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate.
- If the User's Scheduled Event will be catered, then the User shall ensure that its caterer obtains and maintains a commercial general liability insurance policy with a minimum of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate.
- Other, as required by County Risk Manager (please specify policy type and required coverage amounts): \_\_\_\_\_

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All applicable insurance policies required herein shall protect from liability the persons and entities indemnified under Section X of this Agreement. The Prime Landlord, the Prime Landlord's managing agent, any mortgagee(s) of the Building, the County, its elected and appointed officials, officers, employees, contractors and agents shall all be named as additional insureds under all applicable insurance policies required herein, and the certificates of insurance shall so state. All applicable insurance policies required herein shall be and remain in full force and effect during the entire Term of this Agreement. All applicable insurance policies required herein shall operate neither as a limitation of the User's liability to the County, the prime Landlord, or both of same, nor as a limit of the User's duty of indemnification herein. The User shall provide the Facility manager with certificates of insurance for all applicable insurance policies required herein within ten (10) calendar days prior to the beginning of the Scheduled Event.

XII. Default. This Agreement shall, at the sole option of the County, cease and terminate if the User shall violate or fail to perform any of the conditions, covenants or agreements of this Agreement, including, without limitation, the payment of the Total Fee. If this Agreement is terminated by the County as a result of any default by the User, then the User shall forfeit all portions of the Total Fee already paid to the County by the User. If the User defaults under this Agreement, the User shall remain liable to the County for all monetary and other damages arising from such default. Upon the termination of this Agreement due to the User's default, the County shall have the right to prevent the User's entry to or access upon the Premises and to immediately remove any property of the User located upon or within the Premises at the User's sole risk and expense.

XIII. Termination.

A. This Agreement is subject and subordinate to the Prime Lease. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall automatically terminate upon the expiration or earlier termination of the Prime Lease, with no liability to the County or the User. If this Agreement is automatically terminated due to the expiration or earlier termination of the Prime Lease, the County shall refund to the User all portions of the Total Fee already paid to the County by the User.

B. Notwithstanding anything herein to the contrary, both the County and the User shall have the right to terminate this Agreement at any time, without cause, liability or penalty whatsoever, by providing at least \_\_\_\_\_ ( ) days prior written notice of such termination to the other party.

XIV. Hazardous Materials.

A. The term "Hazardous Materials" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "infectious wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable laws, including oil, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, asbestos and asbestos-containing materials, and any different products and materials that are subsequently found to have adverse effects on the environment or the health and safety of persons.

B. Neither the User nor the County shall cause or permit any Hazardous Materials to be generated, produced, brought upon, used, stored, treated, discharged, released, spilled or disposed of on, in, under, or about the Premises, the Artisphere, or the Building. Notwithstanding the foregoing, the County recognizes and acknowledges that the User or its agents may use within the Premises reasonable quantities of customary cleaning supplies, paint and adhesives, and other materials commonly used in connection with the uses of the Premises permitted by this Agreement, provided that such items are stored, used and disposed of in accordance with applicable laws.

C. The User shall be responsible for the removal or other treatment of any Hazardous Materials arising out of or related to the use and occupancy of the Premises by the User. Notwithstanding the foregoing, the User shall not take any remedial action in or about the Premises without first notifying the County of its intention to do so.

D. Notwithstanding anything in this Agreement to the contrary, the User agrees that it shall pay to the County all direct monetary damages for personal injury or property damage plus any statutory liability arising from the User's acts or omissions that constitute a breach of this Section XIV by the User within fifteen (15) days following the issuance by a court of competent jurisdiction of a final unappealable judgment or order for same.

XV. Notices. All notices or other communications hereunder shall be in writing, unless otherwise specifically provided herein, and shall be effective upon delivery. All notices or other communications hereunder shall be given

to the other party by hand delivery or by certified mail, return receipt requested, at the following addresses or such other addresses hereafter provided by notice to the other party:

To the County: Artisphere Facility and Operations Manager  
1101 Wilson Boulevard, 9<sup>th</sup> Floor  
Arlington, Virginia 22209  
Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Director of Parks, Recreation and  
Cultural Resources  
Arlington County Government  
2100 Clarendon Boulevard, Fourth Floor  
Arlington, Virginia 22201  
Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

To the User: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

XVI. No Partnership or Lease. It is agreed that nothing contained in this Agreement shall be deemed or construed as creating: a partnership; joint venture; the relationship of landlord and tenant between the User and the County; or a leasehold interest. The County reserves the right to enter the Premises at any time, and to inspect or use the Premises without prejudice to the permissions provided to the User's hereunder.

XVII. Non-Appropriation. All of the County's obligations under this Agreement are subject to appropriation of funds by the County Board of Arlington County, Virginia, for the specific purpose of satisfying the payment and performance of such obligations. If funds are not appropriated at the beginning of the County's fiscal year for the specific purpose of satisfying the obligations of the County under this Agreement, then this Agreement shall become null and void and shall terminate on the last day of the County's fiscal year for which appropriations were received for such purpose, without any termination fee or other liability whatsoever to the County. It is agreed by both the User and the County that, notwithstanding any provision in this Agreement to the contrary, this Section shall supersede any and all obligations imposed by any other provision of this Agreement or Exhibits hereof. No subsequent Amendment of, or Addendum to, this Agreement shall compromise the full legal implication of this Section between the parties hereto or their respective successors and assigns.

XVIII. Role of County/County Decisions; No Waiver. The User hereby acknowledges that the County has entered into this Agreement in its role as a licensor under this Agreement and not as a governing authority. Accordingly, the County's execution of this Agreement shall neither constitute nor be deemed to be governmental approval for any actions or interests contemplated herein, including, without limitation, for the occupancy of the Premises, or for any other governmental approval or consent required to be obtained by the User. Whenever in the Agreement the County is required to join in, consent, give approval, or otherwise act under this Agreement, it is understood that such obligations are meant to apply to the County acting in its capacity as a licensor and not in its capacity as a governing authority. Further, the User hereby acknowledges that any and all decisions, determinations, consents, notifications or any other actions taken or to be taken by the County pursuant to this Agreement, whether or not specifically contemplated hereunder, may be taken by the County manager or by another Arlington County official or boy pursuant to any means, mechanism or process as determined by the County in its sole discretion, and the User shall have no right to question or challenge the propriety, authority or legality of any such Arlington County official or body, or means, mechanism or process by which any such decision, determination, consent, notification, or other action is taken or to be taken hereunder by the County. Notwithstanding the foregoing, nothing in this Agreement shall be construed to waive any of the County's powers, rights or obligations as a governing authority or local governing body, whether or not affecting the Premises, the Artisphere, or the Building, including, but not limited to its police power, right to grant or deny building permits, right to collect taxes or other fees, or any other power, right or obligation whatsoever.

XIX. No Waiver of Sovereign Immunity by County. Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement nor any action taken by the County pursuant to this Agreement nor any document that arises out of this Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the County, or of its elected and appointed officials, officers and employees.

XX. No Rights in Third Parties. The parties hereto mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than those signing this Agreement as parties hereto, rights as third party beneficiaries hereunder, or authorize any person or entity not a party hereto to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this License or otherwise.

XXI. No Indemnification of Hold Harmless. Notwithstanding any other term or provision of this Agreement to the contrary, neither the County nor the Prime Landlord shall have any obligation to explicitly or implicitly indemnify or hold harmless the User or any third party or parties from any liability whatsoever.

XXII. Entire Agreement/Applicable Law/Proper Venue. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof. All representations, inducements, or agreements, oral or otherwise, between the parties not contained in this Agreement shall be of no force and effect. This Agreement shall not be modified, changed, or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the County and the User and consented to in writing by the Prime Landlord. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. The parties hereto agree that all disputes arising hereunder shall be brought in either the General District Court or Arlington County, Virginia, or the Circuit Court of Arlington County, Virginia, which shall be the proper forums for any dispute arising hereunder, and in no other courts. In the event of any dispute arising from the User's default in the performance hereunder, or any other covenant, condition or obligation hereunder, the User shall be obligated to pay the County, the Prime Landlord, or both of same, for all court costs and reasonable attorneys' fees incurred by the County, the Prime Landlord, or both the same, to enforce or defend its rights hereunder or at law or equity. The User hereby waives trial by jury in any action, proceeding or counterclaim brought by it with respect to any matter arising out of or connected with this Agreement.

IN WITNESS WHEREOF, the County and the User have caused this Agreement to be executed and delivered as their respective acts, intending to be legally bound by its terms.

**COUNTY:**

**USER:**

**THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body politic**

\_\_\_\_\_, a  
\_\_\_\_\_.

By: \_\_\_\_\_ (seal)

By: \_\_\_\_\_ (seal)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_ (seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
County Attorney

**ARTISPHERE  
PREMISES AND USE RATE SHEET; TERM**

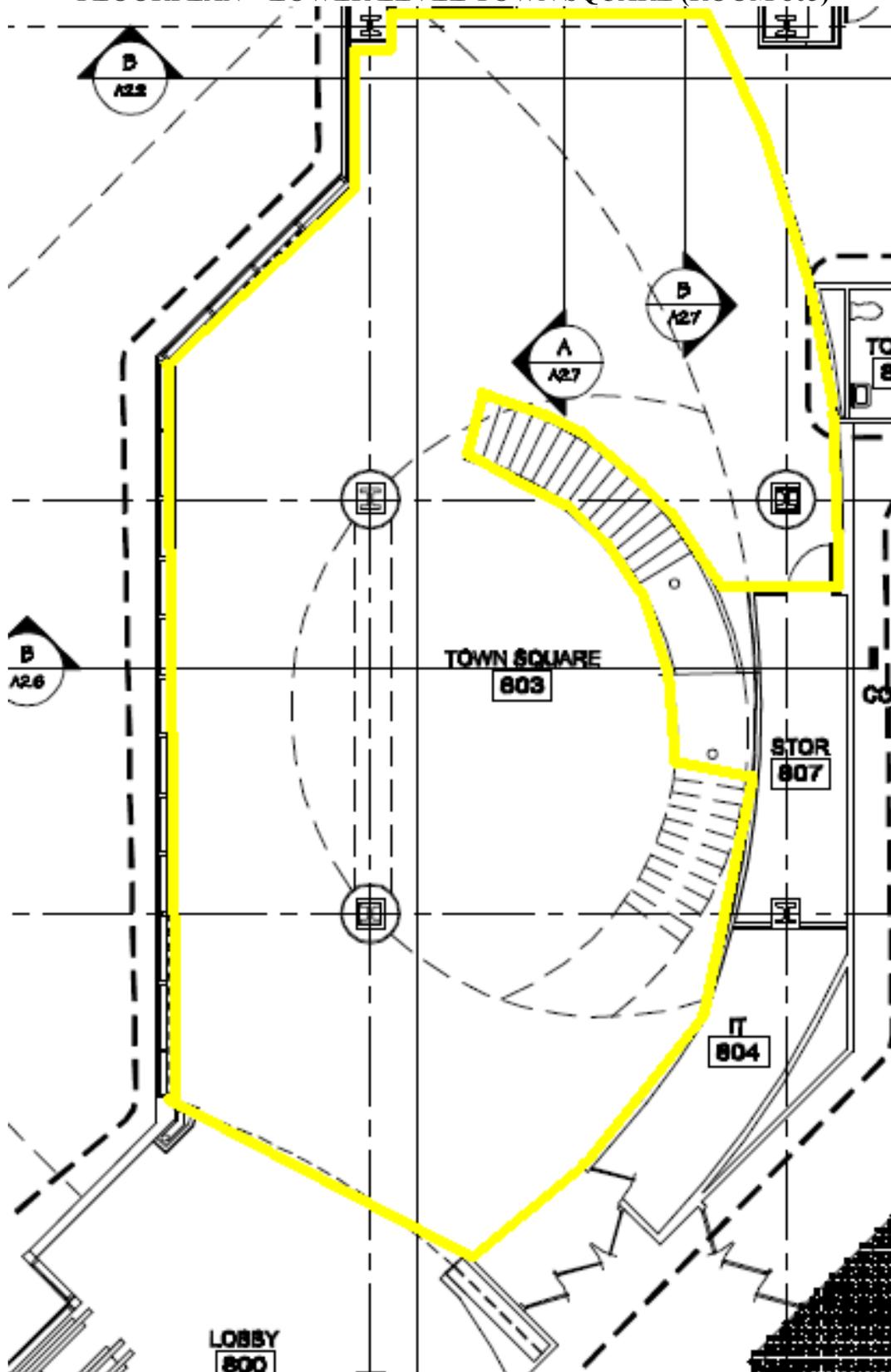
[COUNTY MANAGER APPROVED RATE SCHEDULE TO BE ATTACHED]

The following are the date(s), start time(s), and end time(s) of all Scheduled Events. All dates and times provided for in this Exhibit are collectively referred to in the Agreement as the "Term". Additional sheets containing additional dates, start times, and end times may be appended to this Exhibit A, as necessary.

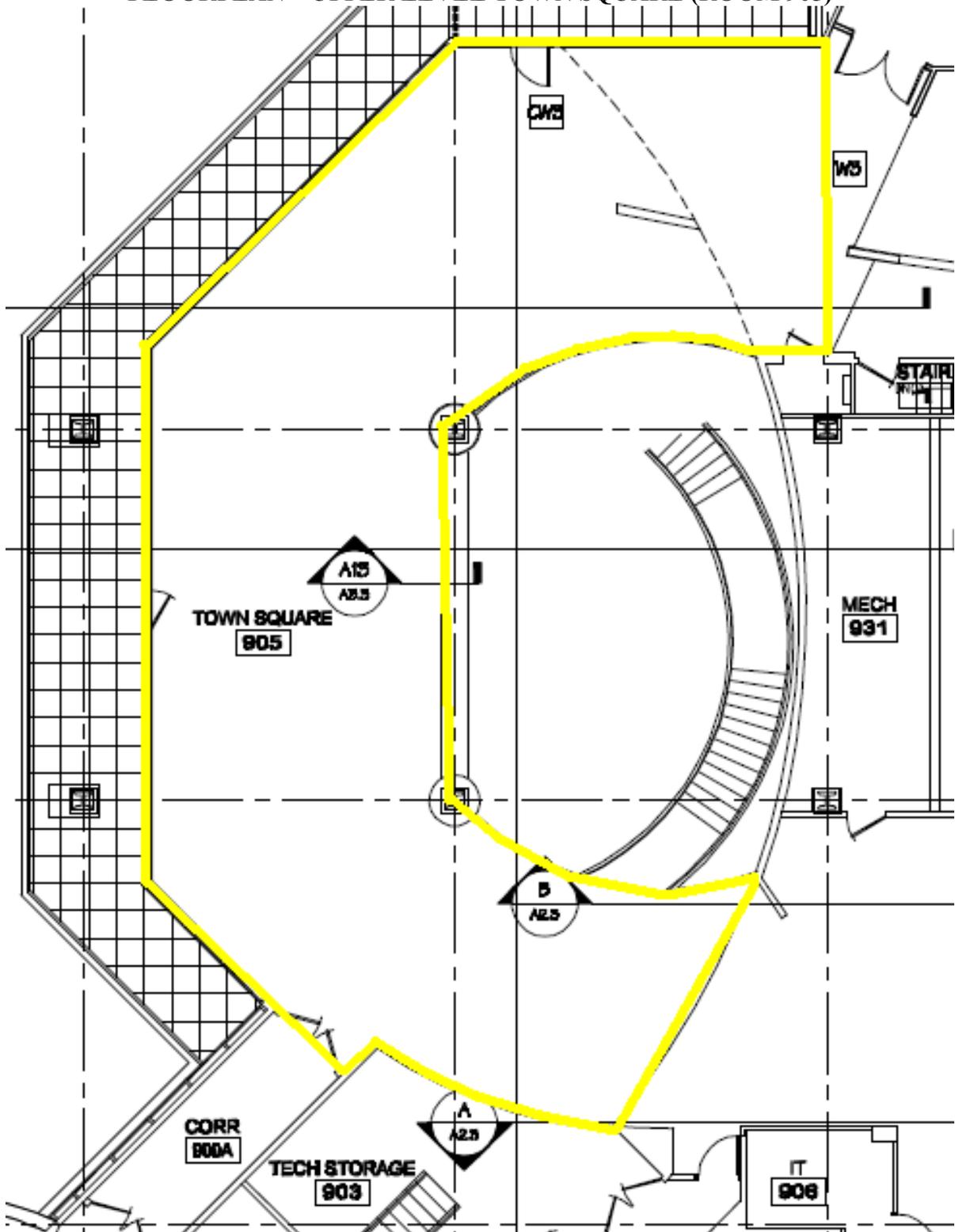
Date: _____	Date: _____	Date: _____	Date: _____
Start time: _____	Start time: _____	Start time: _____	Start time: _____
End time: _____	End time: _____	End time: _____	End time: _____

Date: _____	Date: _____	Date: _____	Date: _____
Start time: _____	Start time: _____	Start time: _____	Start time: _____
End time: _____	End time: _____	End time: _____	End time: _____

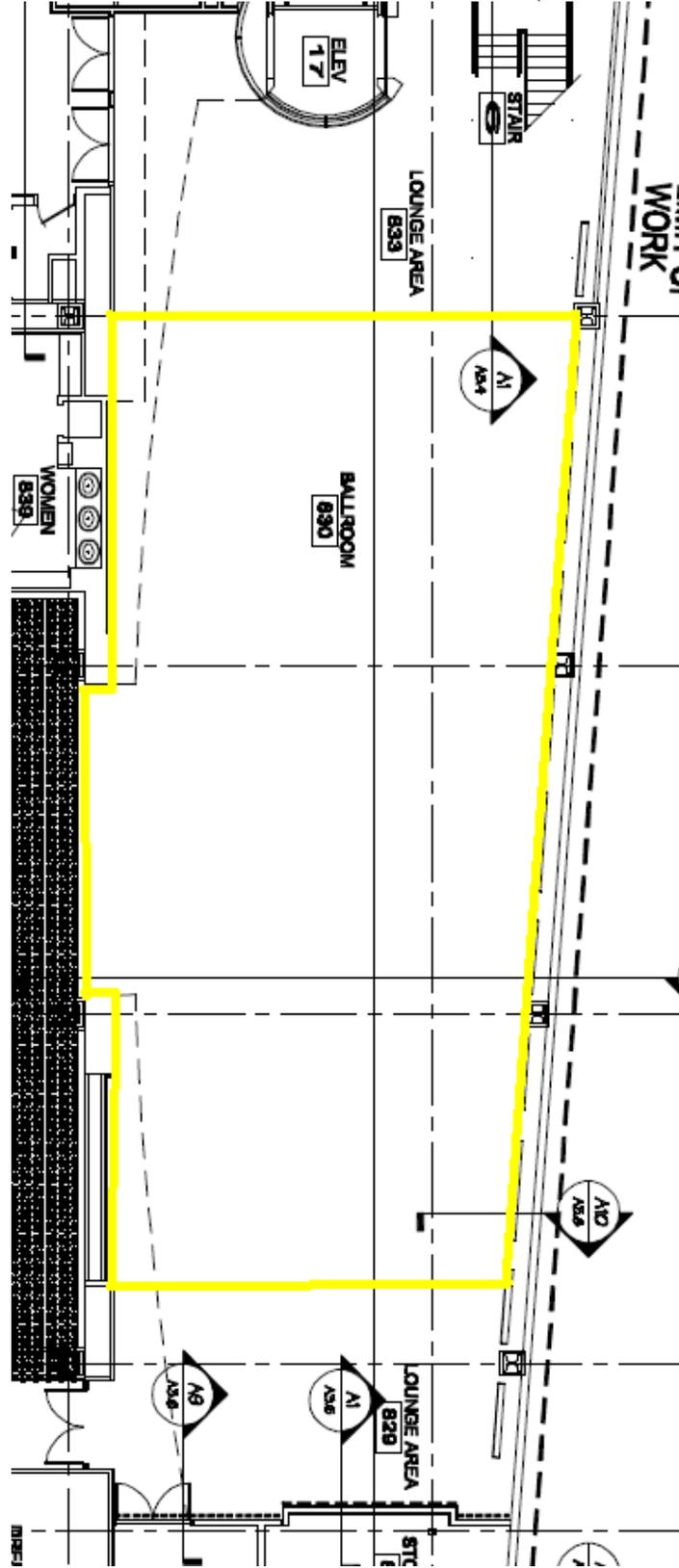
FLOORPLAN - LOWER LEVEL TOWN SQUARE (ROOM 803)



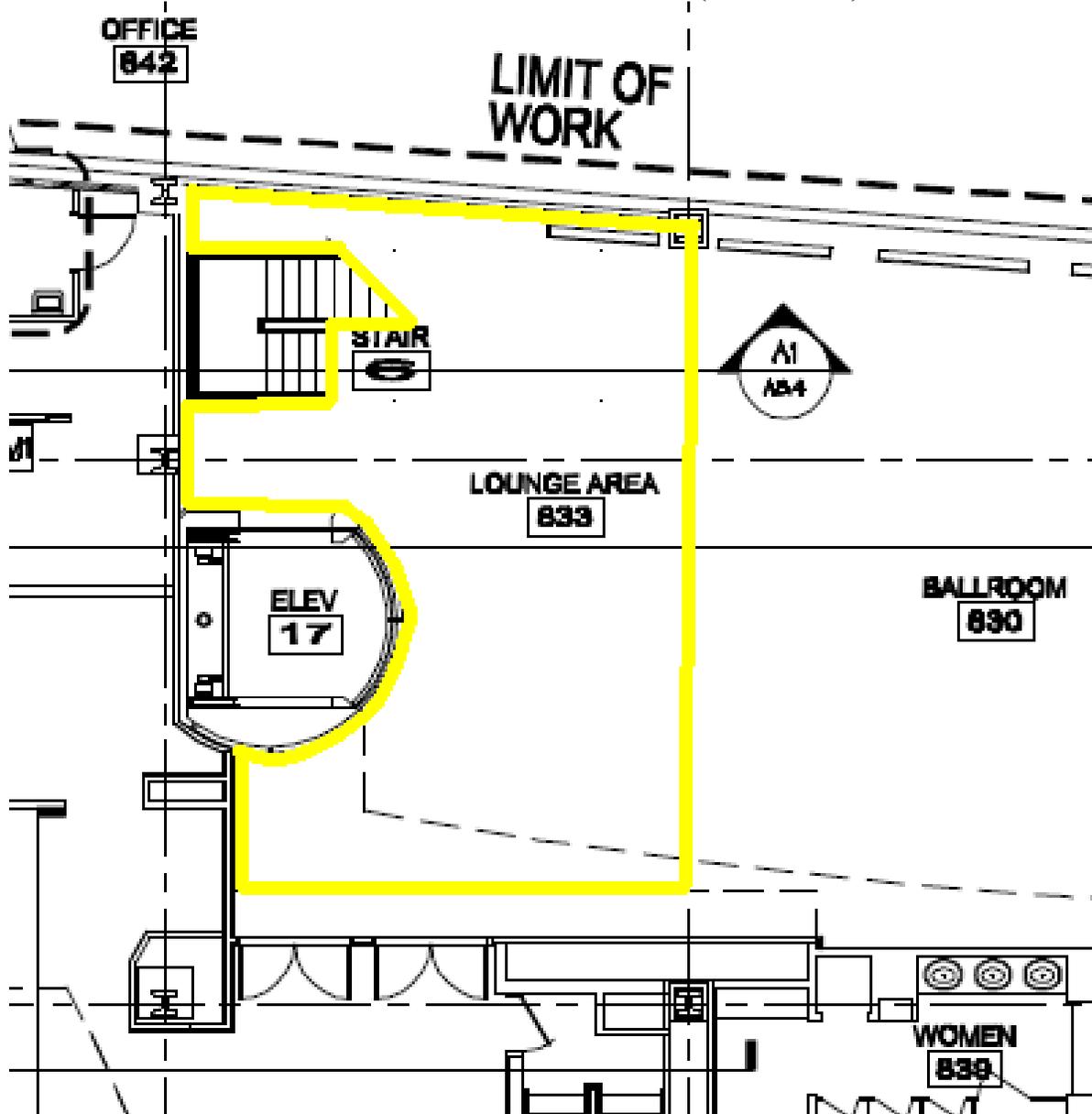
FLOORPLAN – UPPER LEVEL TOWN SQUARE (ROOM 905)



FLOORPLAN - LOWER BALLROOM (ROOM 830)



FLOORPLAN - LOUNGE AREA 1 (ROOM 833)



FLOORPLAN – LOUNGE AREA 2 (ROOM 829)

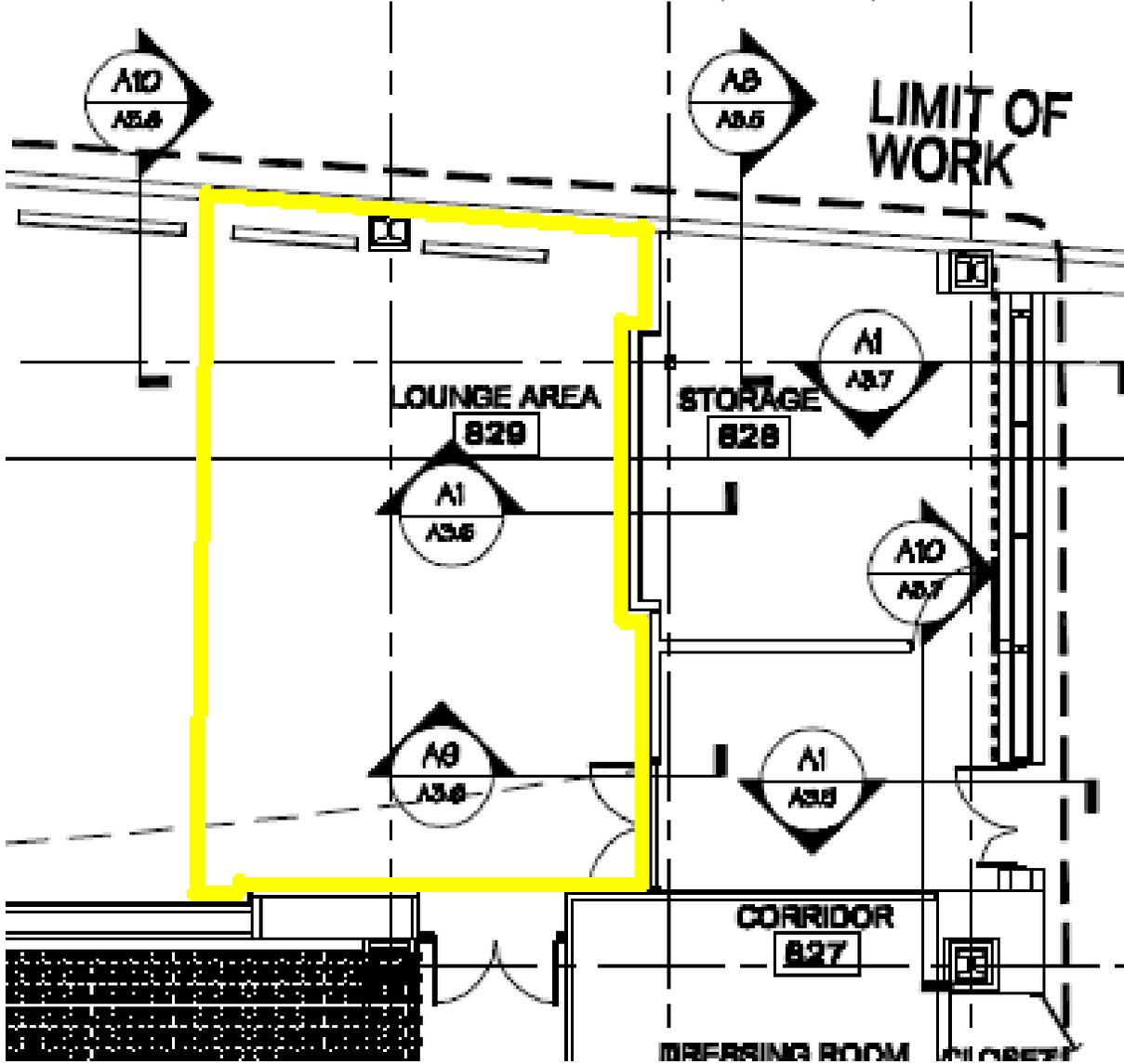
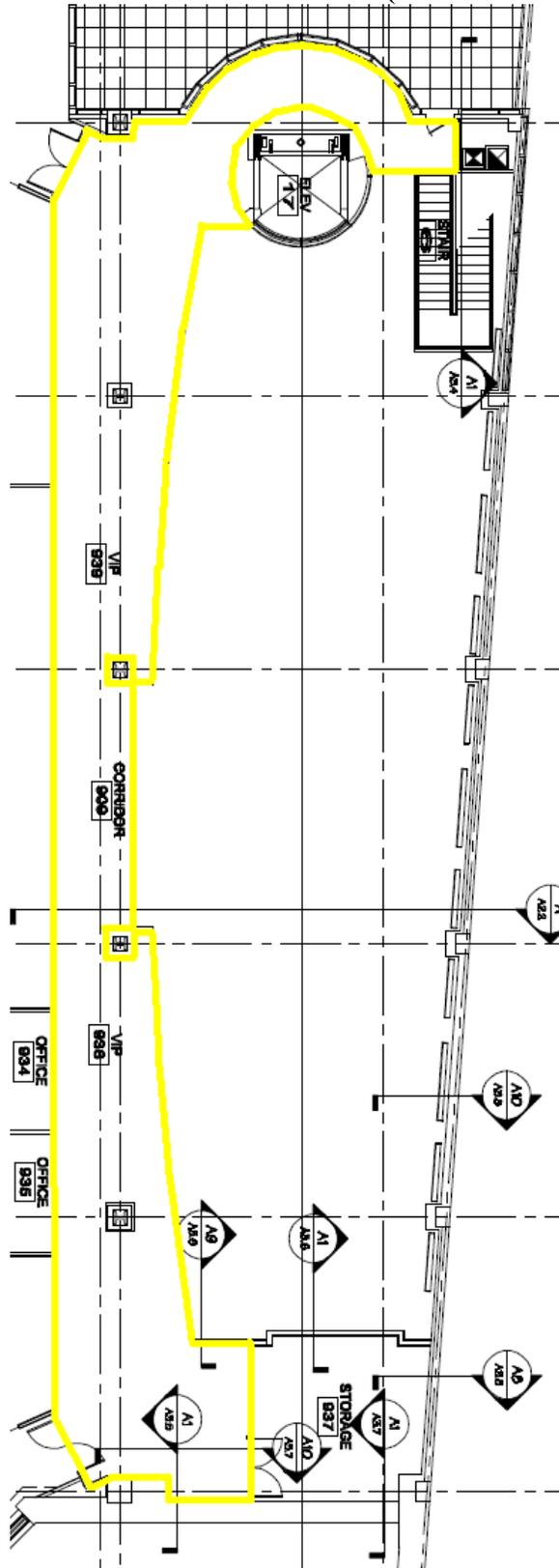
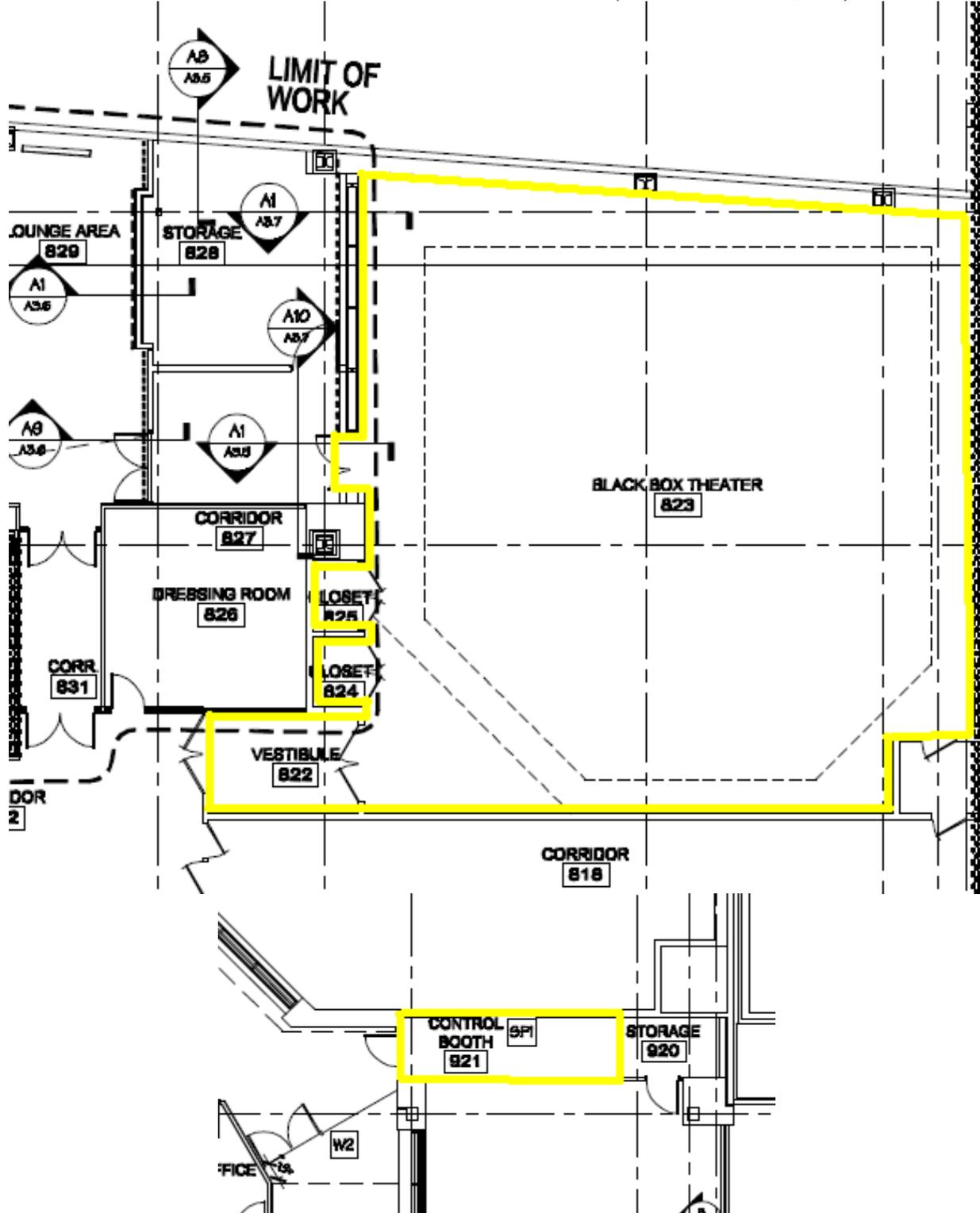


EXHIBIT B

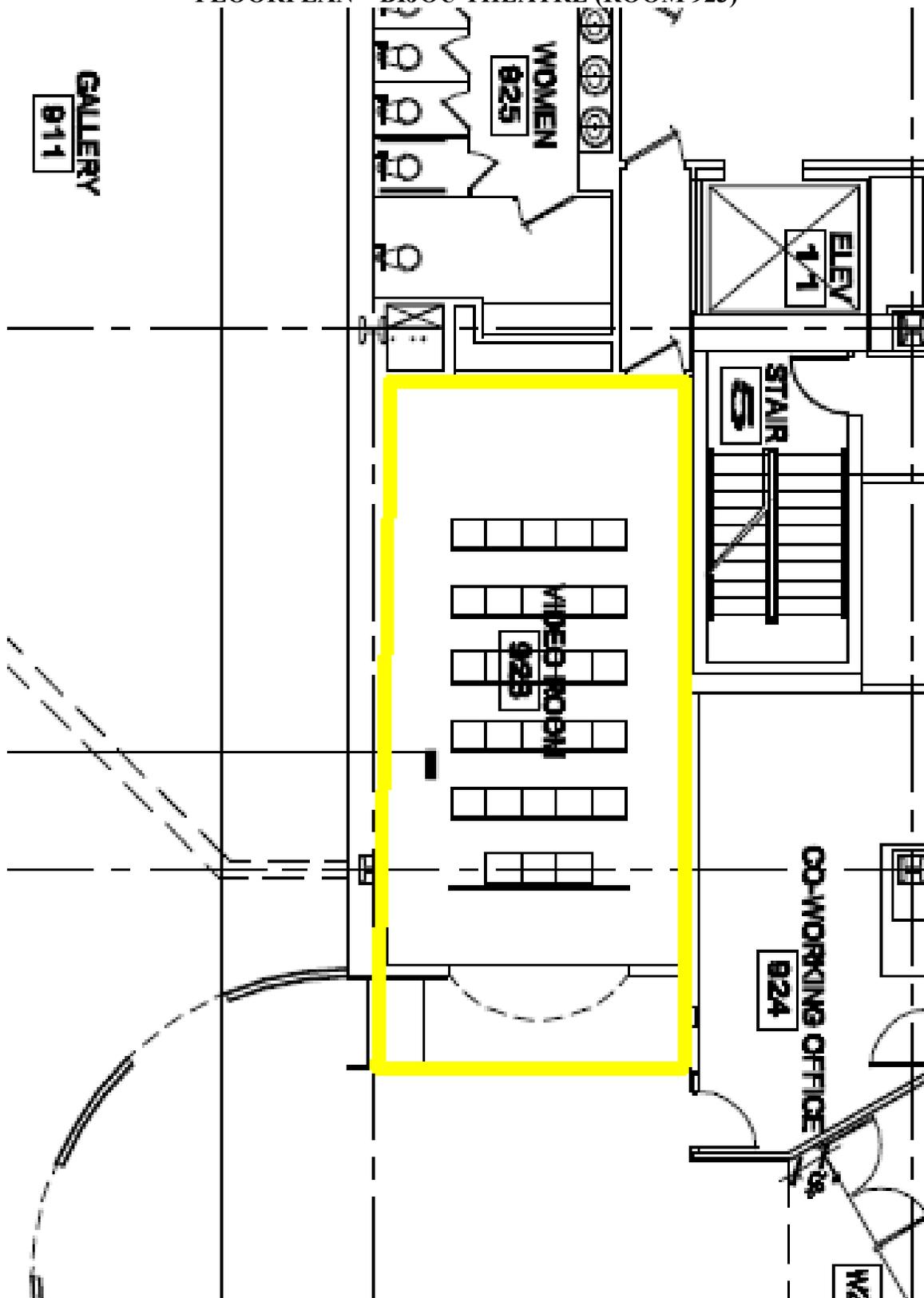
FLOORPLAN – UPPER BALLROOM (ROOMS 909, 938 & 939)



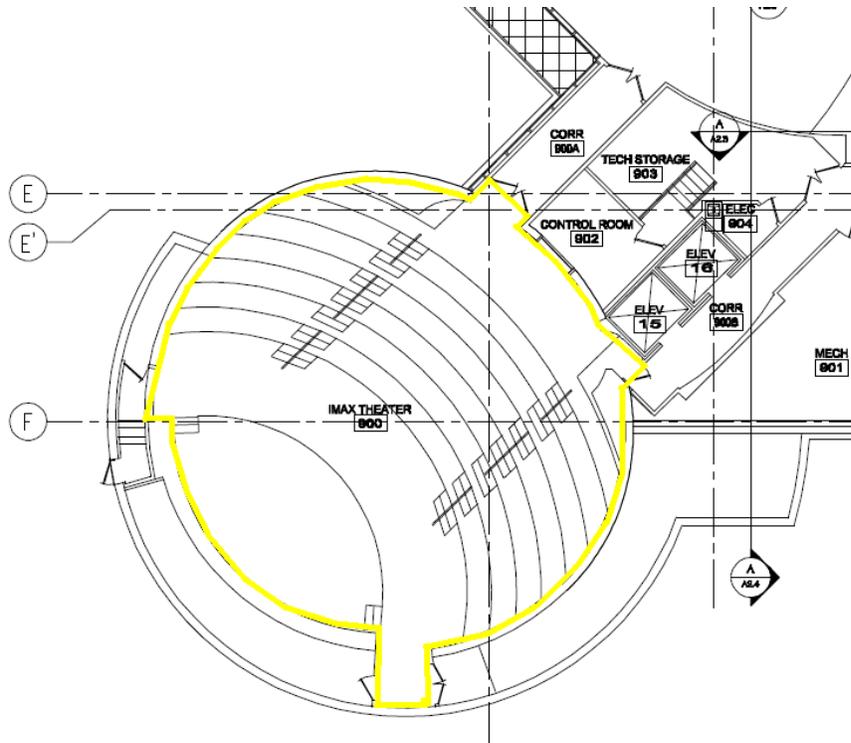
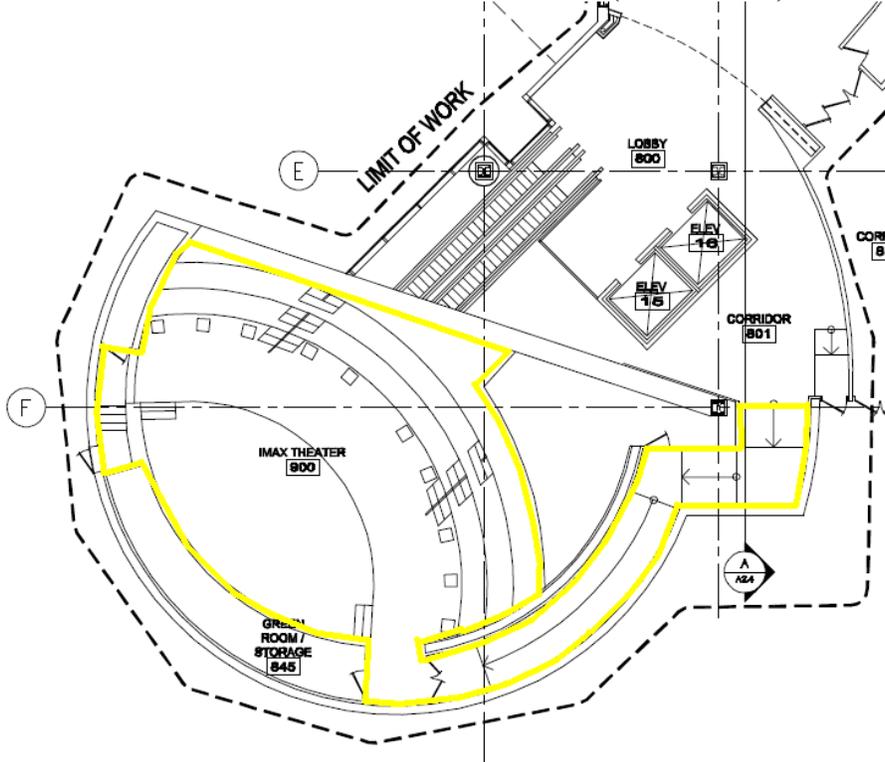
FLOORPLAN – BLACK BAX THEATRE (ROOM 822-825; 921)



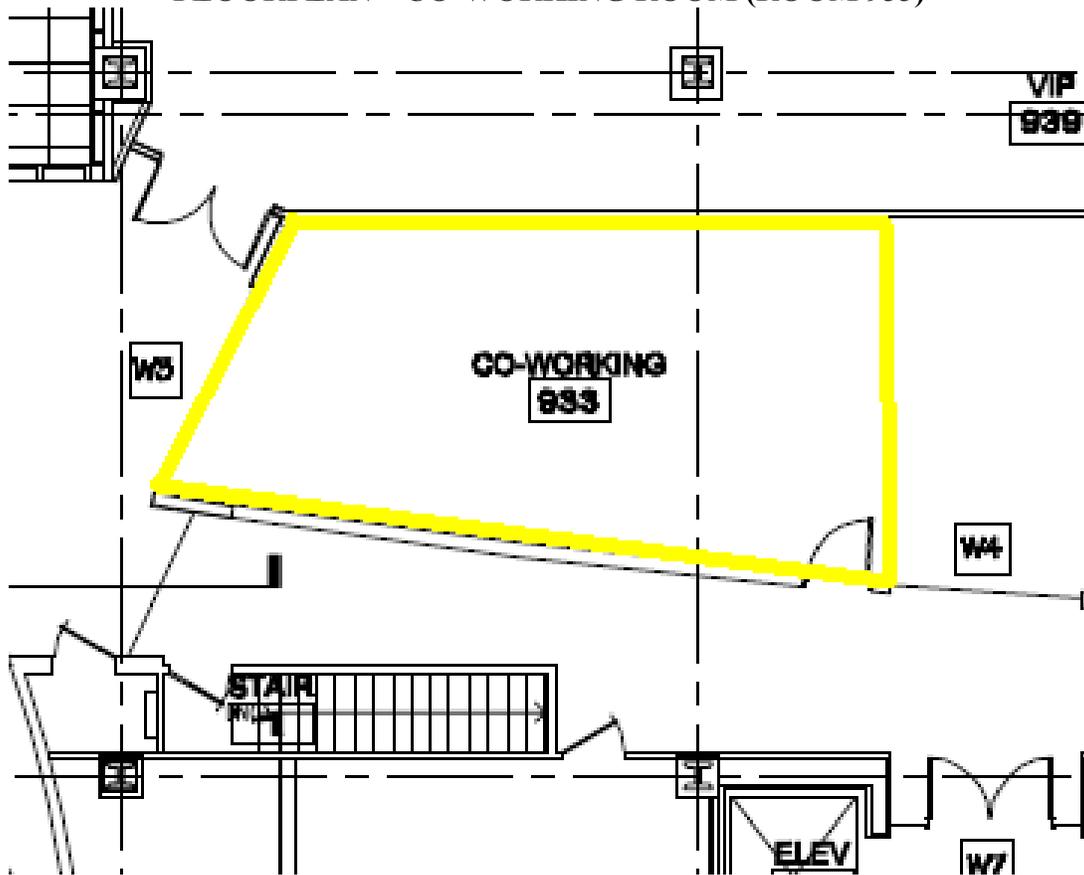
FLOORPLAN - BIJOU THEATRE (ROOM 923)



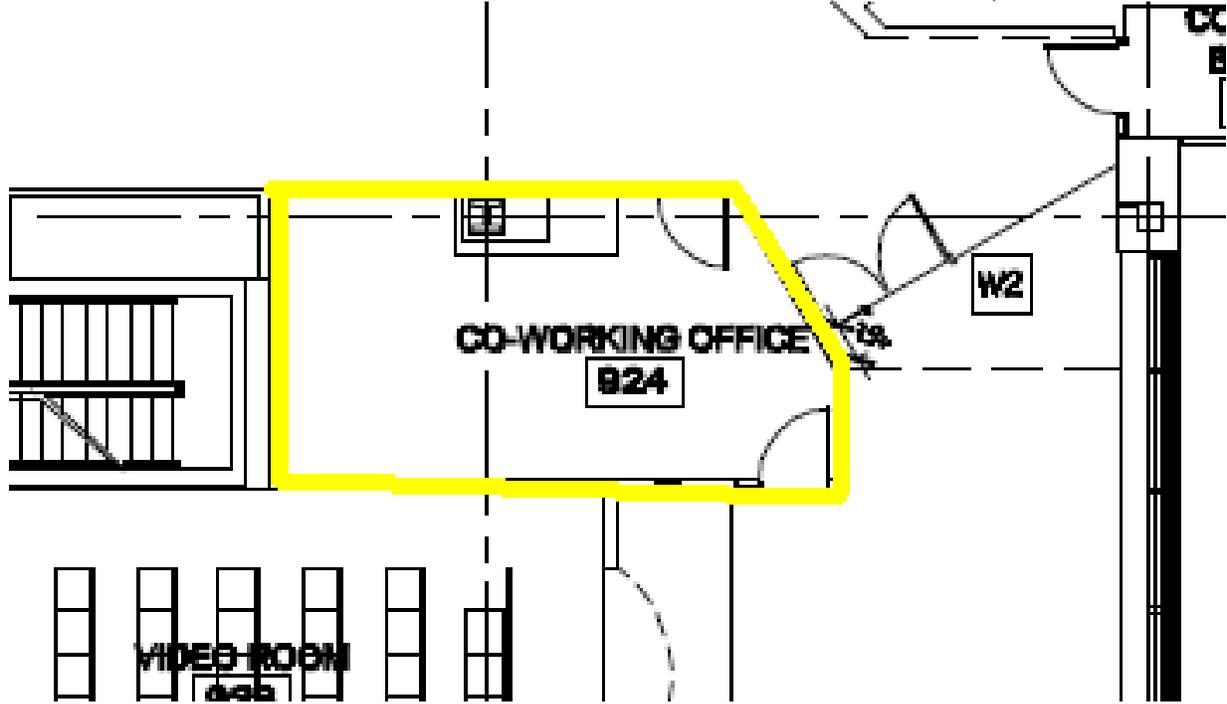
FLOORPLAN – DOME THEATRE (ROOM 900)



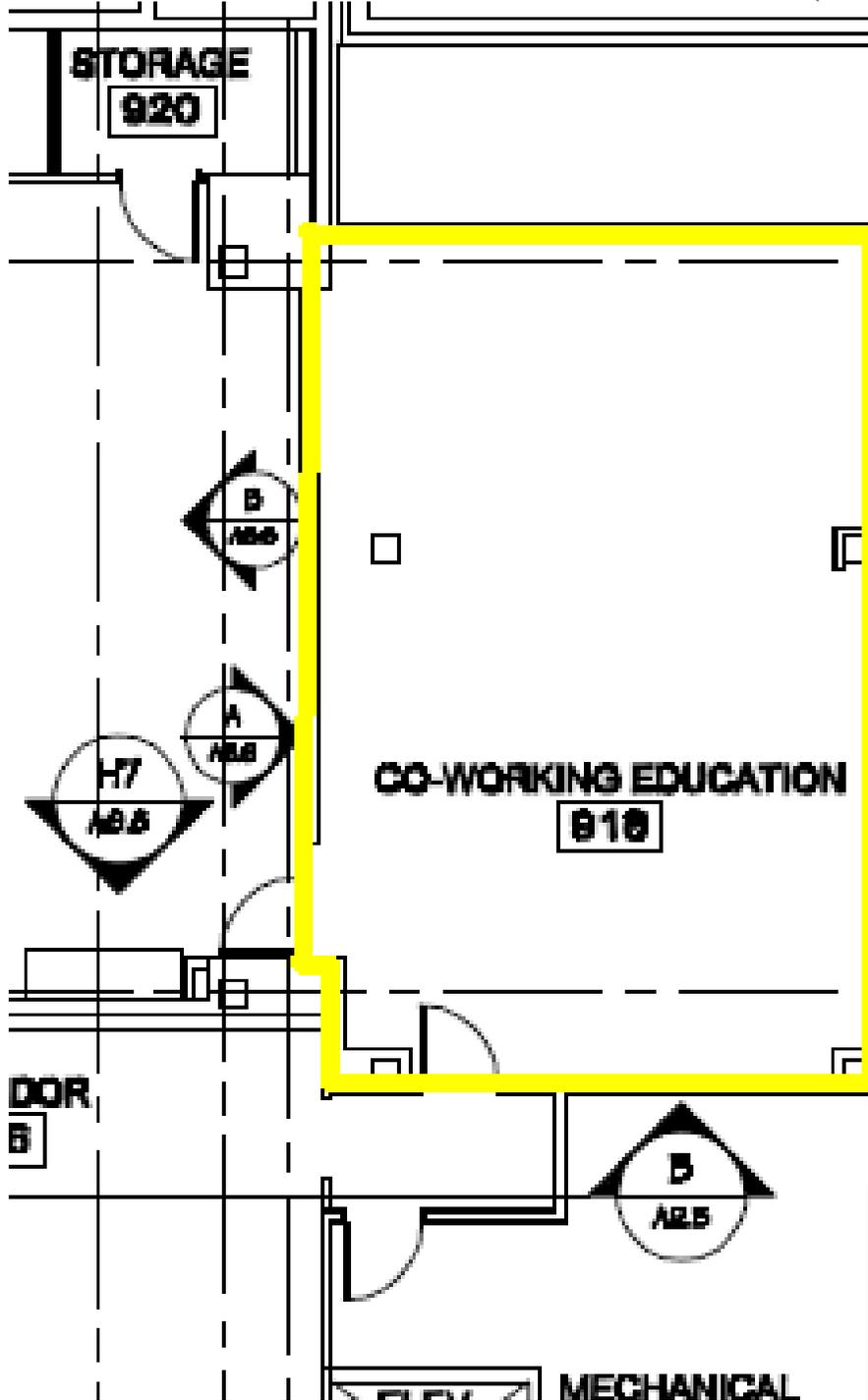
FLOORPLAN - CO-WORKING ROOM (ROOM 933)



FLOORPLAN – CO-WORKING OFFICE (ROOM 924)



FLOORPLAN - CO-WORKING EDUCATION (ROOM 918)



FLOORPLAN - CLASSROOM (ROOM 919)

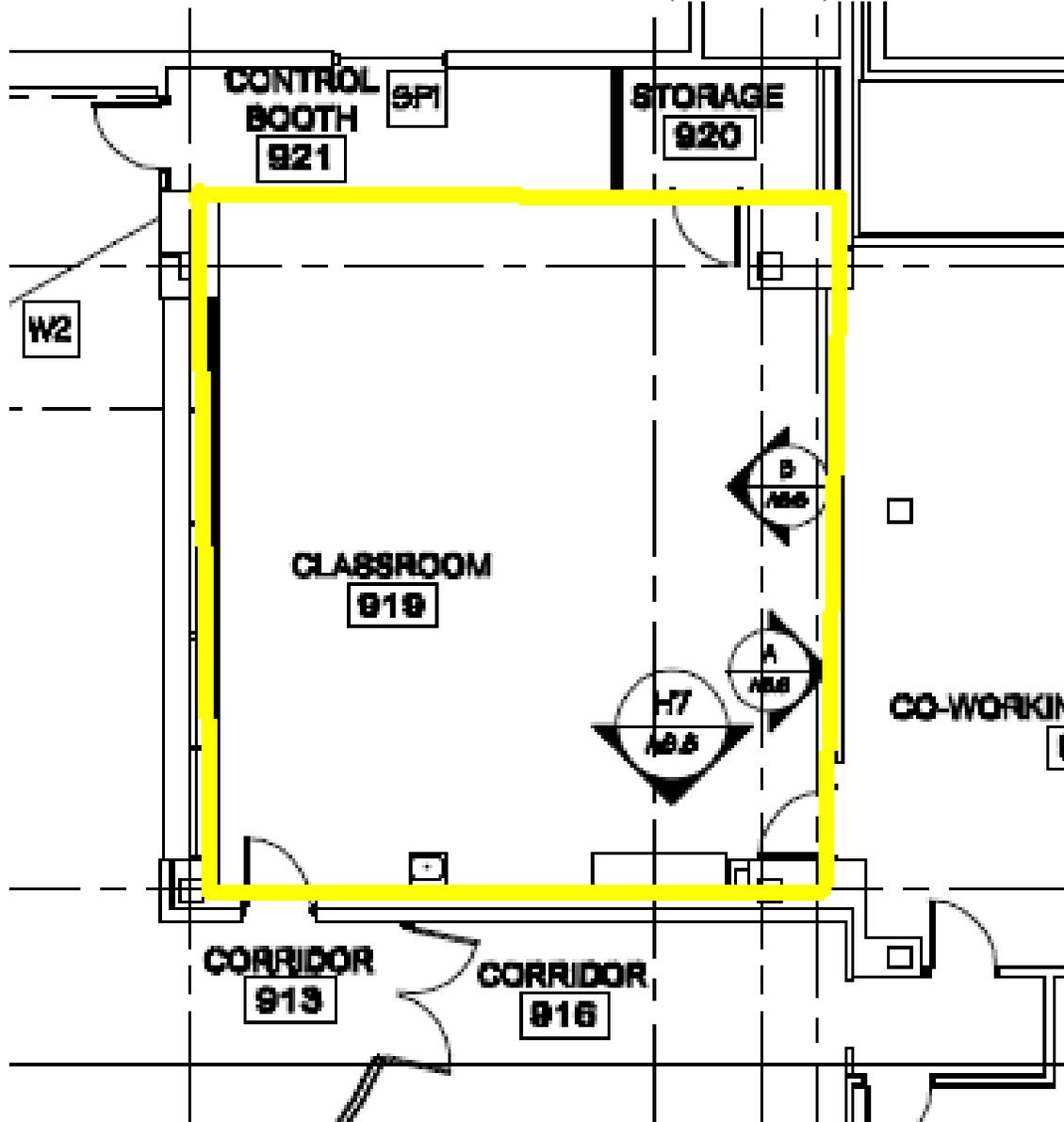
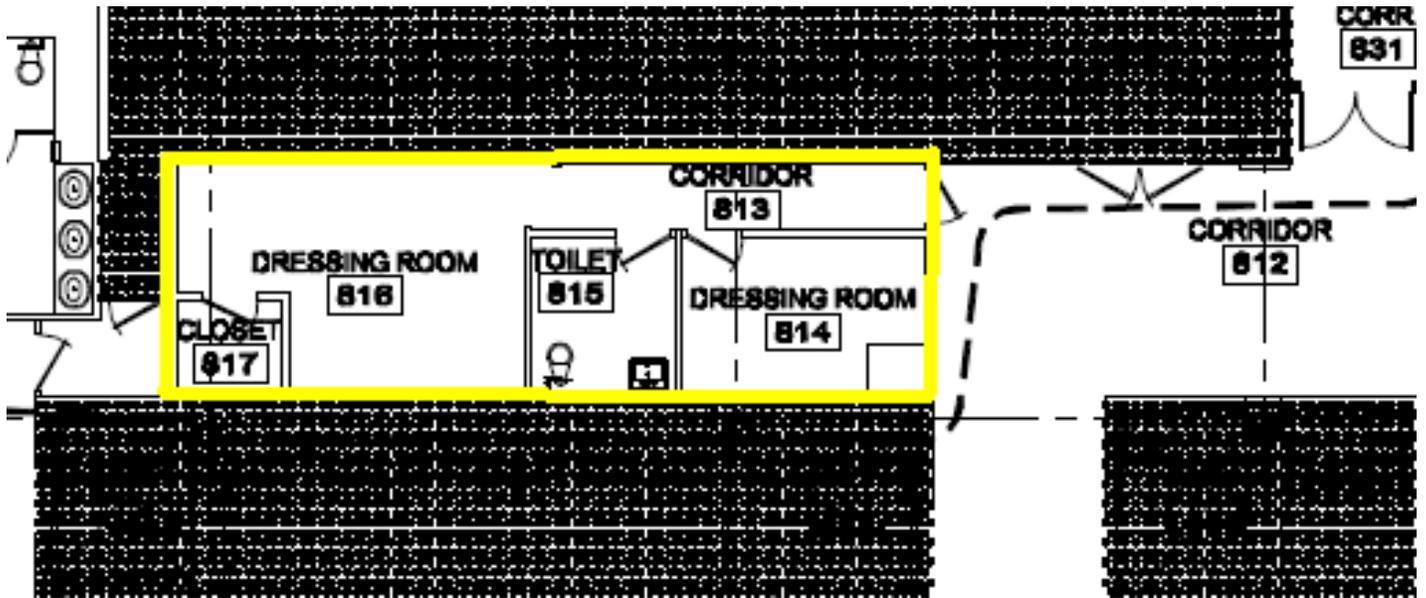
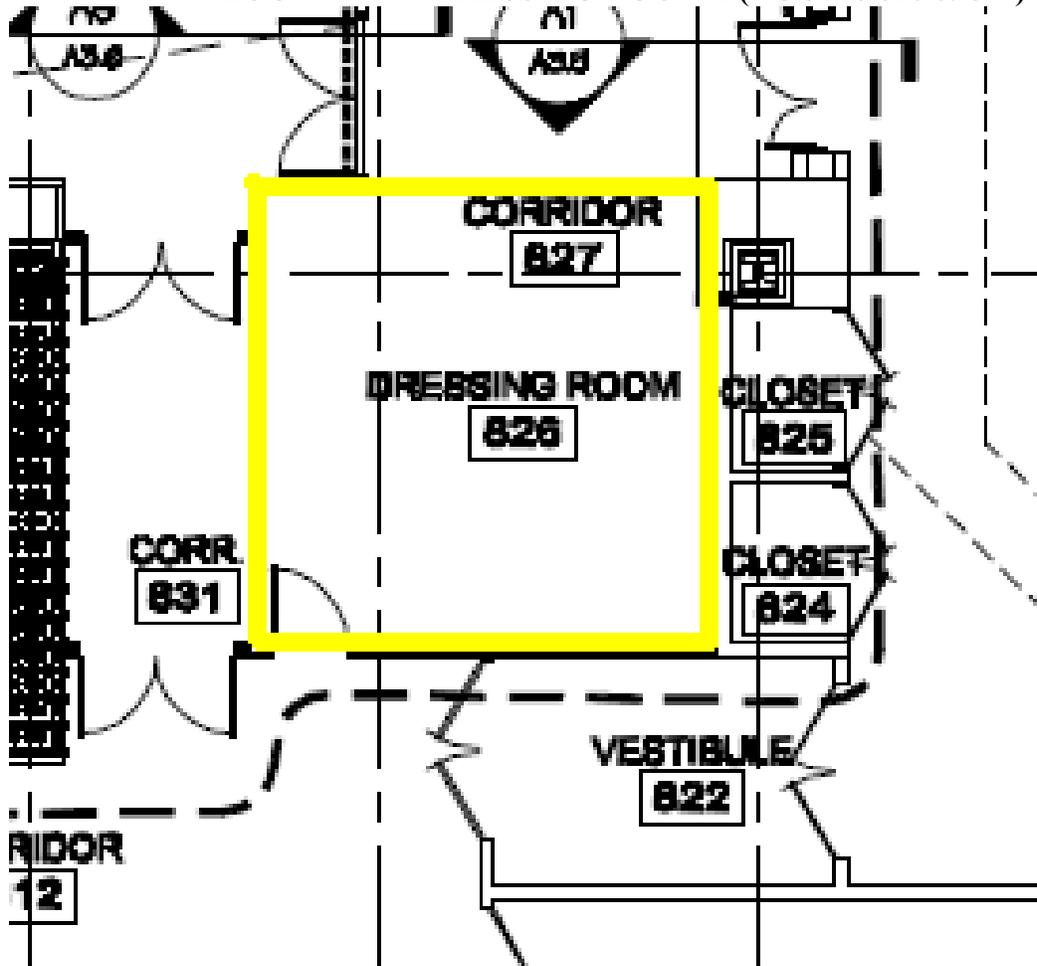


EXHIBIT B

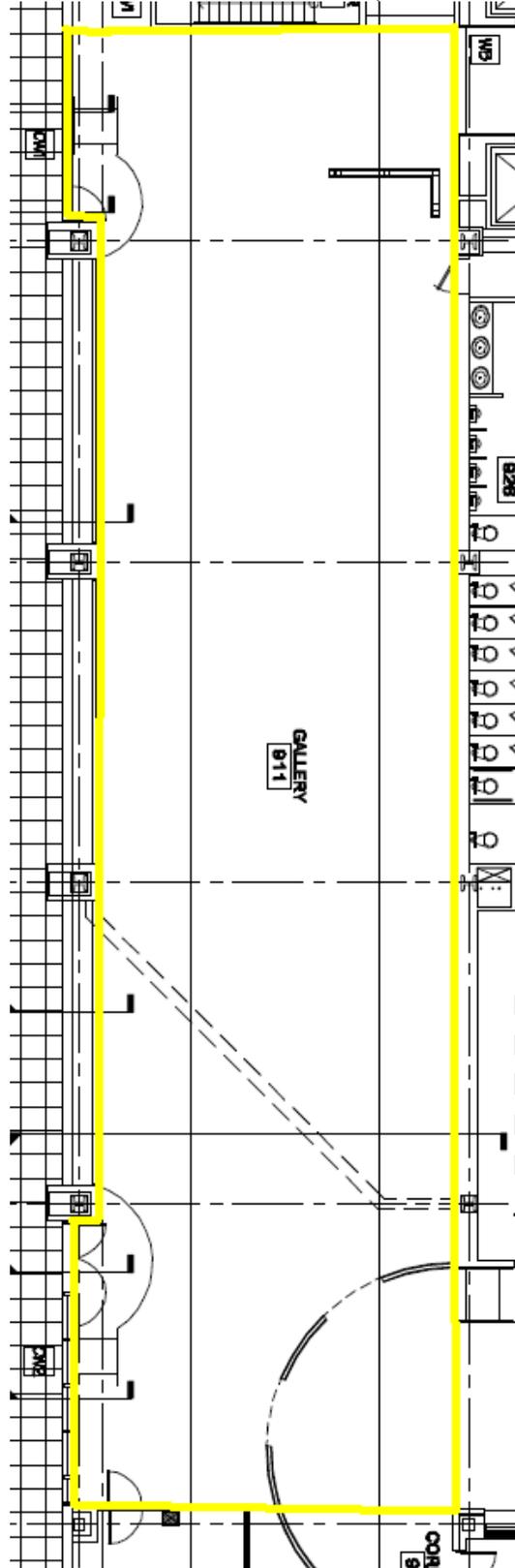
FLOORPLAN – DRESSING ROOM 1 (ROOMS 813-817)



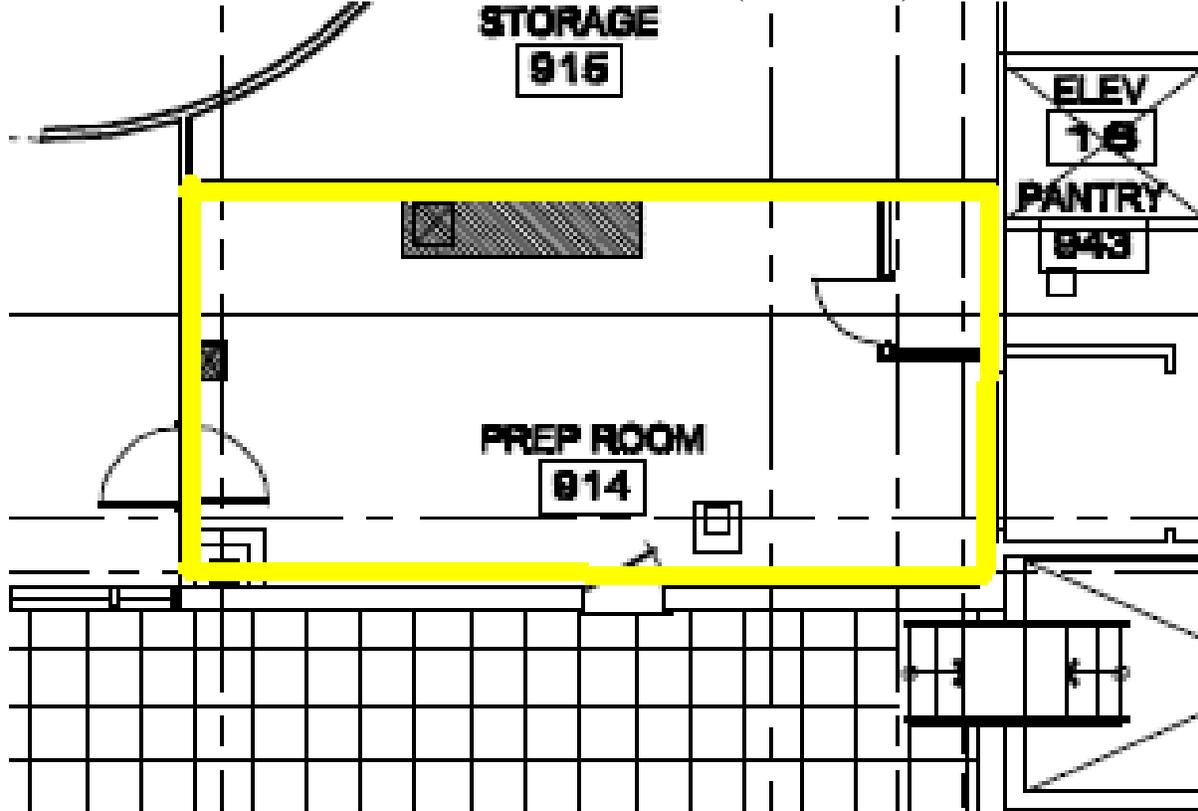
FLOORPLAN - DRESSING ROOM 2 (ROOMS 826 & 827)



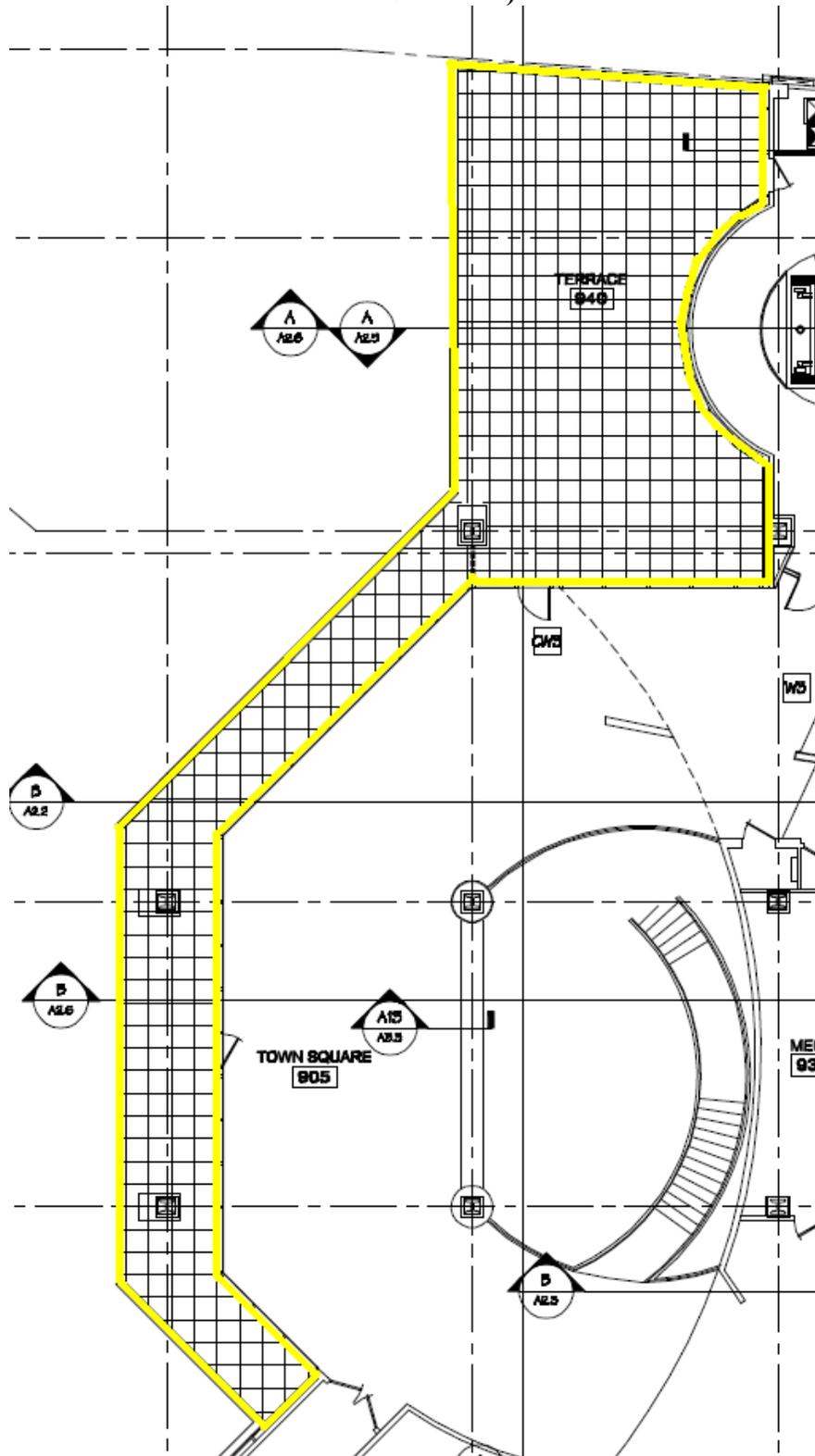
FLOORPLAN – GALLERY (ROOM 911)



FLOORPLAN – PREP ROOM (ROOM 914)

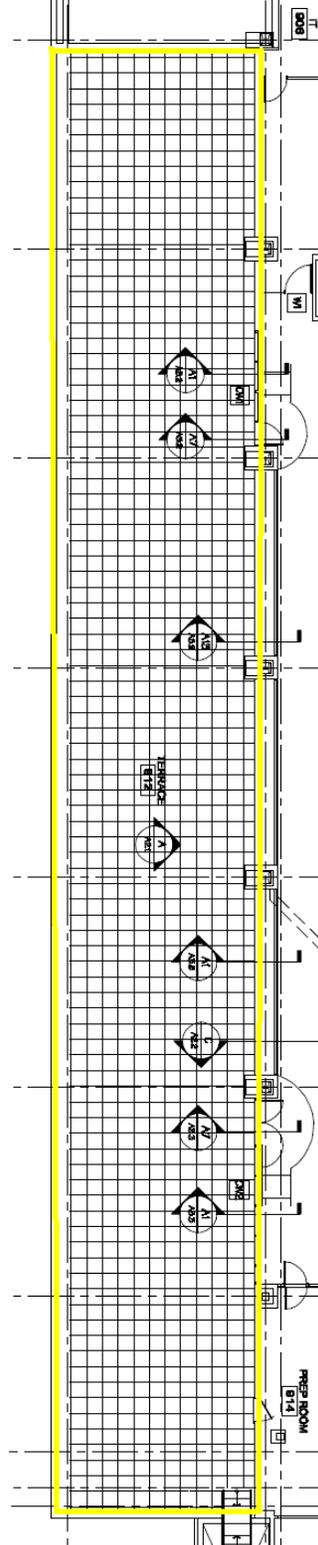


FLOORPLAN – FRONT TERRACE (ROOM 940)  
(MUST BE USED IN CONJUNCTION WITH ANOTHER SPACE IN THE  
ARTISPHERE)

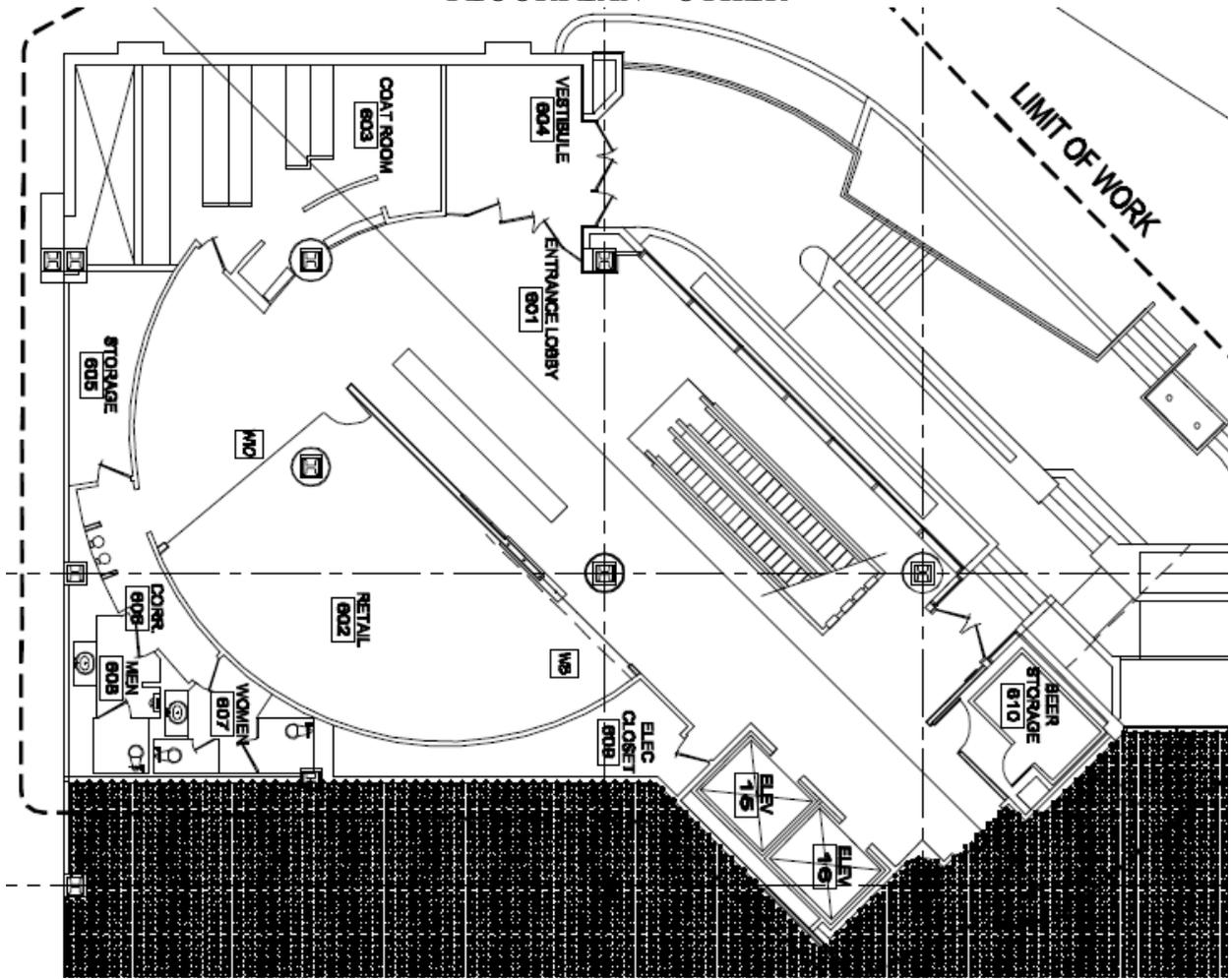


**EXHIBIT B**

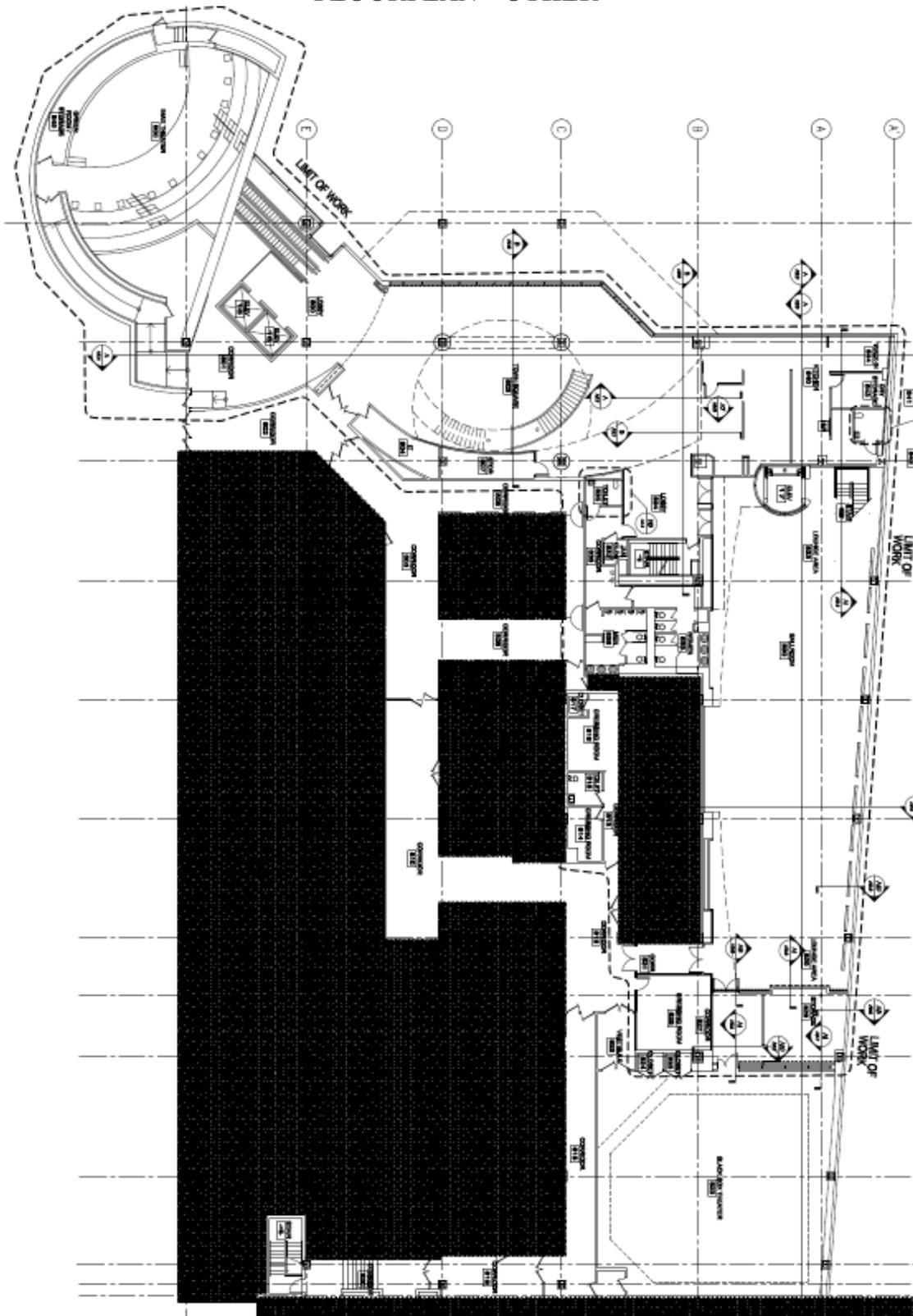
**FLOORPLAN – SIDE TERRACE (ROOM 912)  
(MUST BE USED IN CONJUNCTION WITH ANOTHER SPACE IN THE  
ARTISPHERE)**



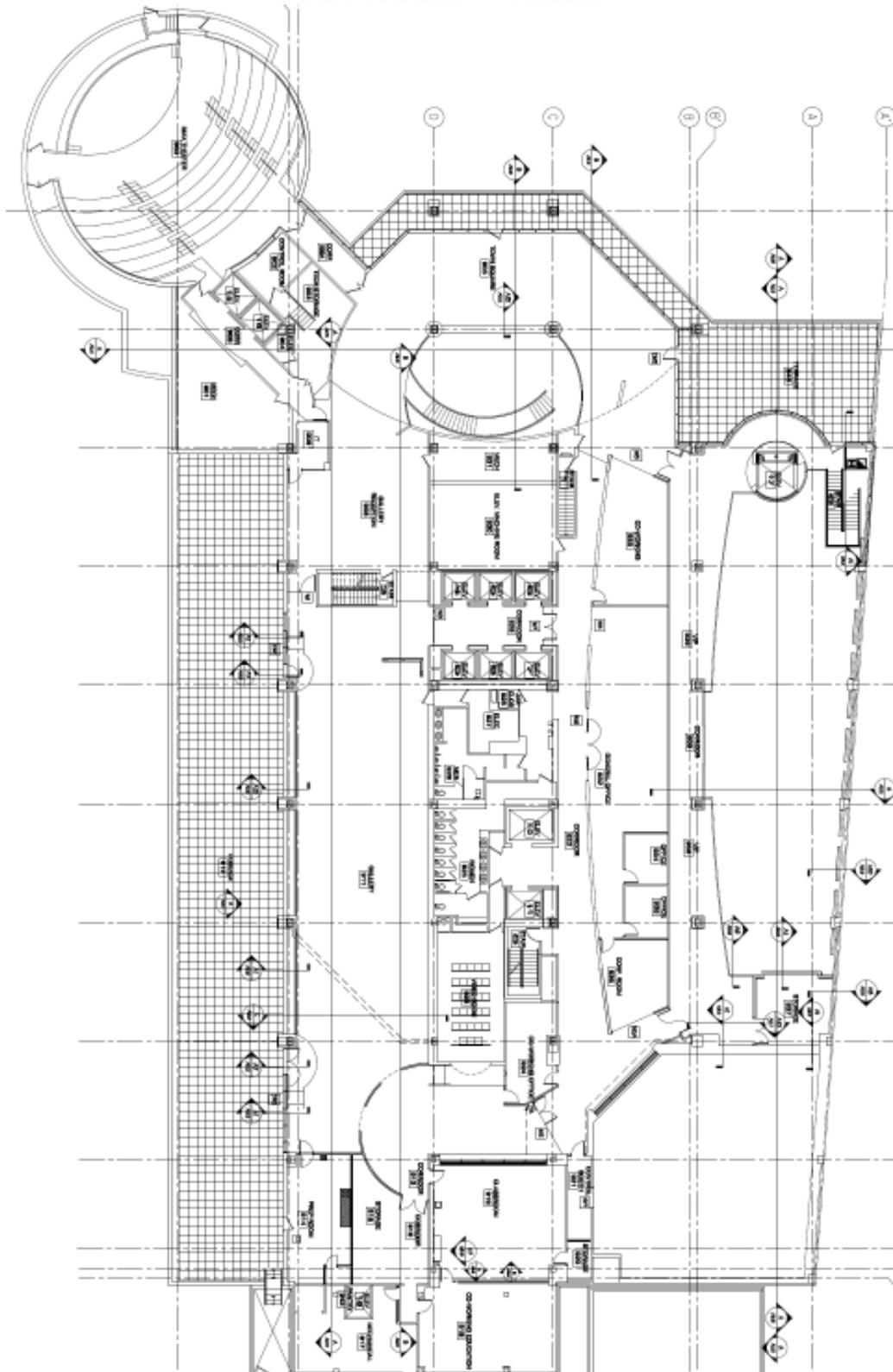
FLOORPLAN - OTHER



FLOORPLAN - OTHER



FLOORPLAN - OTHER



## PERMITTED USES – PRIME LEASE

## 6. USE.

A. *Permitted Use:* During the Initial Term and the Renewal Term (to the extent exercised), Tenant shall be permitted to use and occupy the Demised Premises solely for a museum, other cultural uses, and any related ancillary uses (including, but not limited to, food service, café uses or retail use related to the museum or other cultural uses that are the primary uses), as approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. (Tenant's use of the Terrace Area is further subject to the provisions of Section 44 hereof.) Notwithstanding the foregoing, without limitation, the following uses are prohibited: medical use, the provision of general governmental services not directly related to the uses otherwise permitted herein, use as a payment center, provision of temporary services, counseling or gambling-related functions, other than charitable games (for example, bingo, auctions and raffles) on an occasional basis under the auspices of tax-exempt charitable organizations for participation by their members and guests of members, as opposed to such games being conducted by general public. Any other use shall be subject to the approval of Landlord. Landlord covenants and warrants that the uses permitted by this Lease are not prohibited or restricted by any unrecorded restrictive covenants. Tenant shall not permit uses in the Demised Premises which transmit noise levels to any adjacent spaces (including but not limited to Common Areas) during the hours of 7:00 a.m. to 6:00 p.m. on Monday through Friday (excluding Holidays) or during the hours from 9:00 a.m. to 1:00 p.m. on Saturdays in excess of an average, or  $L_{eq}$ , of 35 dBA, with maximum levels not exceeding an  $L_{10}$  of 45 dBA (the "Permitted Noise Limit"). In order to determine whether the Permitted Noise Limit is exceeded, sound shall be measured during a 15-minute period in any of the adjoining spaces during normal operational conditions in the space in which the sound is produced, with measurements to be conducted by moving an Integrating Sound Level Meter through an arch to obtain a space average over such 15-minute period following proper measurement techniques (the "Noise Measuring Procedures"). The  $L_{eq}$  represents the average level over the measurement period (and thus average levels should be less than 35 dBA). The  $L_{10}$  represents the level that is not exceeded more than ten percent (10%) of the time (and thus 90% of the time levels will be less than 45 dBA).

B. *Legal and Other Restrictions of Tenant's Use:* Tenant shall not use or occupy the Demised Premises for any unlawful purpose, or in any manner that will violate the site plan or certificate of occupancy for the Demised Premises or the Building or that will constitute waste, nuisance or unreasonable annoyance to Landlord or any other tenant or user of the Building. Tenant shall comply with, and shall ensure that the Demised Premises is at all times not in violation of Applicable Law which shall be complied with in a timely manner at Tenant's sole expense. If any such Applicable Law requires an occupancy or use permit or license for the Demised Premises or the operation of the business conducted therein (including a certificate of occupancy or nonresidential use permit), then Tenant or its subtenant or licensee, as the case may be, shall obtain and keep current such permit or license at Tenant's expense and shall promptly deliver a copy thereof to Landlord. Except as permitted in Section 6.A, Tenant shall not use any space in the Building for the sale of goods to the public at large or for the sale at auction of goods or property of any kind. Tenant shall not conduct any operations, sales, promotions, or advertising or special events in, on or about the Building outside of the Demised Premises, except to the extent permitted in the Terrace Area by any other provision(s) of this Lease. Nothing set forth in the immediately preceding sentence shall restrict Tenant's right to conduct any promotions or advertising outside of the property line of the Land that would otherwise be permitted by Applicable Law. Tenant shall not use the Demised Premises for any use prohibited by the applicable provisions of the Arlington County Zoning Ordinance.

## EXHIBIT D

### RULES AND REGULATIONS

The following rules and regulations have been formulated for the safety and well-being of all the users of the Artisphere and the Building. Adherence to these rules and regulations by each and every user contributes to safe occupancy and enjoyment of the Artisphere and the Building. Unless otherwise provided in the Agreement, any violation of the following rules and regulations by the User that continues after notice from the County or the Prime Landlord shall, at the option of the County or the Prime Landlord, be a Default by the User under the Agreement.

The County and the Prime Landlord may, upon request by any user, waive compliance by such user of any of the following rules and regulations, provided that (a) no waiver shall be effective unless signed by the County or the County's authorized agent and the Prime Landlord and the Prime Landlord's authorized agent, (b) no such waiver shall relieve any user from the obligation to comply with such rule or regulation in the future, unless expressly consented to by the County and the Prime Landlord, and (c) no such waiver granted to any user shall relieve any other user from the obligation of complying with said rule or regulation unless such other user has received a similar waiver in writing from the County and the Prime Landlord.

1. The Common Areas shall not be obstructed or encumbered by any user or used for any purposes other than ingress and egress to and from the User's Premises.
2. Except in connection with the Terrace Area, no awnings or other projections shall be attached to the outside walls of the Building without the consent of the County and the Prime Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. No drapes, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the User's Premises, without the consent of the County and the Prime Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Such curtains, blinds, screens and other fixtures shall be of a quality, type, design and color acceptable to the County and the Prime Landlord and shall be attached in a manner approved by the County and the Prime Landlord.
3. The User shall not install, exhibit, place, inscribe, paint, or affix any sign, advertisement, notice or other lettering anywhere in or on the exterior of the Premises, the Artisphere, or the Building, without the prior written consent of the Facility Manager, which consent shall be granted or denied in the sole discretion of the Facility Manager. Notwithstanding the foregoing, any proposed signage on the exterior of the Building shall comply with the applicable comprehensive sign plan for the Building and all other applicable laws and regulations. Further notwithstanding the foregoing, under no circumstances shall the User install, exhibit, place, inscribe, paint, or affix any sign, advertisement, notice or other lettering within two (2) feet from the exterior glass of the Building. In the event of any violation of the foregoing by any User, the County or the Prime Landlord may, after five (5) business days prior written notice, remove the same without any liability and may charge the expense incurred by such removal to the user responsible for violating this rule.
4. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the Common Areas.
5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. No user shall throw anything out of the doors or windows or down any corridors or stairs.
6. There shall be no marking, painting, drilling into or other form of defacing of or damage to any part of the Common Areas or the exterior of the Building. No boring, cutting or stringing of wires shall be permitted. User shall not construct, maintain, use or operate on the exterior of the Building, any electrical device, wiring or apparatus in connection with a loud speaker system or other sound system, except on public sidewalks or the public right-of-way, during regular business hours of any weekday (*i.e.*, before 6:00 p.m.).
7. User shall not make or permit to be made any disturbing noises or disturb or interfere with other occupants of the Building or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, tape recorder, whistling, singing or any other way. Nothing herein shall limit User's right to use the Premises consistent with its intended purposes, including use of sound amplification systems related to musical, theatre, or other cultural and social events.

8. Other than theatre props or service animals, no bicycles, vehicles, animals, birds or pets of any kind shall be brought into or kept in or about the Premises, the Artisphere, or the Building.
9. User shall not buy or keep in the Premises, the Artisphere, or the Building any inflammable, combustible or explosive fluid, chemical or substance, unless otherwise provided in the Agreement.
10. The doors leading to the corridors or main halls shall be kept closed during business hours except as they may be used for ingress and egress.
11. All removals, or the carrying in or out of any safes, freight, furniture or bulky matter of any description through the main Building lobby, must take place in such manner and during such hours as the County and the Prime Landlord may reasonably require upon advance written notice to the User. The User shall be entitled to communicate and coordinate with the Facility Manager in connection with the removal or carrying in or out of such items. The County and the Prime Landlord reserve the right (but shall not have the obligation) to inspect all freight brought into the Building and to exclude from the Building all freight which violates any of these rules and regulations or any provision of any user's agreement.
12. The requirements of the User will be attended to only upon application at the office of the Facility Manager. Building employees have been instructed not to perform any work or do anything outside of their regular duties, except with special instructions from the Facility Manager.
13. Except with respect to the Premises and User's activities therein, canvassing, soliciting and peddling in the Building is prohibited. The foregoing shall not prohibit User from handing out flyers or other advertisements in the main Building lobby with respect to Cultural Events or User's activities in the Premises.
14. No hand trucks, except those equipped with rubber tires and side guards, shall be used to deliver or receive any merchandise in any space or in the Common Areas of the Building, either by User or its agents or contractors.
15. Access plates to under floor conduits shall be left exposed. Where carpet is installed, carpet shall be cut around the access plates.
16. Mats, trash and other objects shall not be placed in the public corridors.
17. No smoking shall be permitted in any of the Common Areas of the Building, or anywhere inside the Artisphere or on the Terrace. All cigarettes and related trash shall be disposed of in trash receptacles and not on the sidewalk, parking lot or grass.
18. No space in or about the Building shall be used for the manufacture, storage, sale or auction of merchandise goods or property of any kind, except that User shall be entitled to use the Premises, consistent with the terms of Agreement, for the creation and sale of fine arts and crafts, including the sale of promotional materials, and for artists' demonstrations.
19. The Prime Landlord shall have the right to prohibit any advertising by any tenant that constitutes a defamatory statement with respect to Landlord (or Landlord's Building) or any other user or tenant in the Building and, upon written notice from Prime Landlord, such user or tenant shall refrain from and discontinue such advertising.
20. The User shall be solely responsible for acceptance of all deliveries to the Premises, the Artisphere, or the Building. The User shall coordinate all deliveries with the Facility Manager. The User shall have a person on site to verify and acknowledge all its deliveries. The County and the Prime Landlord accept no responsibility or obligation with respect to any deliveries of the User.
21. Throwing rice, confetti, birdseed, or anything of a similar nature is prohibited anywhere in the Building and the Artisphere, including the Terrace.

**TICKETING**

Unless otherwise agreed to in writing by the Facility manager, all tickets for any Scheduled Event shall be issued only through the Artisphere ticketing system. If the County has already remitted monies to the User for any tickets sold that are later presented for a refund or exchange, then the User shall, upon demand from the County, refund to the County the portion of the remitted monies attributable to the refunded or exchanged tickets within ten (10) business days of said demand from the County. If any Scheduled Event is cancelled for any reason, then the User shall, upon demand from the County, refund to the County all remitted monies attributable to the tickets sold for the cancelled Scheduled Event within ten (10) business days of said demand from the County.

In no event shall the User sell or dispose of, or permit to be sold or disposed of, tickets authorizing admission to more persons than authorized by the certificate of capacity for the specific portion(s) containing the event, or admit a larger number of persons (irrespective of whether tickets are required for admission) in the Premises, in a portion thereof, or in the Artisphere, as the case may be, than authorized by the certificate of capacity for the specific portion(s) containing the event, all in accordance with, and as determined by, the County Fire Marshall, the Fire Code of Arlington County, the fire laws of the Commonwealth of Virginia, and all other applicable laws, ordinances, and regulations of any nature, regardless of whether such persons have valid ticket(s).

**EXHIBIT F**

**CONCESSIONS; MERCHANDISING; ALCOHOLIC BEVERAGES**

(a) The User shall not sell, or permit another to sell, any merchandise and/or promotional material or permit any third party to do so on the User's behalf, directly or indirectly, in connection with any Scheduled Event, without the prior written consent of the Facility Manager, which consent shall be in the Facility Manager's sole and absolute discretion. The location and time of any sale of merchandise and/or promotional material shall also be in the sole and absolute discretion of the Facility Manager. The sale of such merchandise and/or promotional materials shall be conducted in such a manner as to not create undue noise or disturb other performances or invitees of the County. The User shall be solely responsible for the inventory and storage of any merchandise and/or promotional materials.

(b) The County shall have the exclusive right to sell to patrons attending all Scheduled Events, food and beverages, including alcoholic beverages. Notwithstanding the foregoing, the Facility Manager may, in his/her sole and absolute discretion, allow the User, or a contractor of the User, to provide food and beverage concessions (including the sale or provision of alcoholic beverages, provided that the User or its contractor: (i) obtains and maintains the appropriate license or licenses from the Virginia Department of Alcoholic Beverage Control and provides a copy of such license or licenses to the Facility Manager prior to all Scheduled Events at which alcoholic beverages are to be sold or provided by the User or its contractor; and (ii) maintains all specified additional insurance policies).

(c) The User, and not the County, shall be solely responsible for obtaining all applicable licenses and permits that are required by any law or regulation for any of the User's activities within the Premises or the Artisphere, including, but not limited to, Virginia Department of Alcoholic Beverage Control licenses, concessionaires, retail business, and peddlers licenses.

(d) The User, and not the County, shall be solely responsible for complying with all laws regarding the collection and payment of all federal, state, or local taxes applicable to the User's use of the Premises and the User's activities therein. Such taxes may include, without limitation, sales and use taxes, business license taxes, and taxes arising out of ticket, merchandise, and food and beverage sales.

(e) Before using any portion of the Premises, the User shall inquire with the appropriate taxing and assessing officials regarding all applicable taxes and licenses.

(f) All taxes that are based on gross receipts shall be without deduction of any sums paid by the User to the County and any sums retained by the County pursuant to this Agreement or otherwise.