

AGREEMENT FOR USE OF THE BUILDING FACILITIES

The Agreement dated this day ____ of _____, 20____ between Boston Properties Limited Partnership (“**Property Manager**”) and _____ (“**User**”).

Property Manager agrees that User may use:

- Building: _____
- Owner: _____
- Facility to be used: _____
- Date: _____ Hours: _____
- Event: _____
- Number of attendees expected: _____
- Alcoholic Beverages: Yes* _____ No _____
- Point of Contact during Event: _____

(Dates and times will be granted on a first-come, first-served basis, subject to the operation and availability of the Facility.)

User agrees that it will comply with the following rules regarding its use of the Facility:

1. If the Facility being used is the Roof Deck, the roof deck restroom facilities (and paper supplies) will be available for use during the Event at no additional charge; however, neither Property Manager nor Owner is responsible for maintaining the restrooms during the Event.
2. The User will be responsible for adequate **clean-up and security personnel** during the hours of the Event and for returning the Facility to its original condition upon completion of the Event. This can be accomplished through the hiring of Property Manager's porters and/or lobby attendants, when they are not on duty, or the Building's cleaning contractor. Arrangements must be made through the management office prior to the Event being held. Any hiring arrangement will be between the User and the individual and/or cleaning contractor. Security fees for the Event are charged at a rate of \$____ per hour, per guard, with an additional hour added to the span of your Event (for the first half-hour prior to the Event and a half-hour afterwards). In addition, a security deposit may be required from the User prior to the Event being held, at Property Manager's discretion. The deposit will be used to offset any costs incurred by Owner or Property Manager as a result of the use of the Facility, if any such issues are not corrected by the User prior to the start of the next calendar day. Any physical damage to the Property caused by User's use of the Facility will be repaired by Property Manager, at User's sole expense. User will not repair any damage to the property.
3. The User shall be responsible for the arrangement, receipt, and return of any deliveries and/or equipment used during the Event. Scheduling of all deliveries must be coordinated with Property Manager.
4. The User will not permit more than 150 people (standing) in the facility due to the capacity regulations of the Fire Department. If at any time during the Event the Property Manager representative believes that the number of persons using the Facility exceeds the stated limit or otherwise poses a danger to the Building, the User agrees that the admittance of more people into the Event will cease.
5. Any furniture or other items located in the Facility are not to be moved without prior notification to and arrangement with Property Manager.

Exhibit B

6. **Combustible materials, compressed gas, open flames, space heaters (electric or propane), grills and any other cooking equipment are not permitted on the roof deck and the lighting of fireworks or sparklers is strictly prohibited.**

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Form 1.7.14

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Exhibit B

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7. Property Manager may terminate this Agreement at any time due to fire, casualty, act of God, governmental act or utility interruption.

User agrees to indemnify and save harmless Property Manager and the Additional Insureds and their employees, contractors, subcontractors and agents from and against all claims of whatever nature arising from or claimed to have arisen from (i) any act, omission or negligence of the User or anyone acting by, through or under User; (ii) any accident, injury or damage whatsoever caused to any person, or to the property of any person occurring in or about the Facility from the date on which User or anyone acting by, through or under User first enters the Facility and for as long as User or anyone acting by, through or under User is in occupancy of the Facility; (iii) any accident, injury or damage whatsoever occurring outside the Facility, but within the Building, the parking garage, or on common areas or other areas of the Building or any complex the Building is a part of, where such accident, injury or damage results, or is claimed to have resulted, from any act, omission or negligence on the part of User or anyone acting by, through or under User; or (iv) any breach of this Agreement by User.

If User is not a tenant of the Building, User agrees, at its sole cost, to maintain and keep in full force and effect during its use of the Facility the insurance set forth on **Exhibit A** attached hereto. The parties set forth on **Exhibit B** are to be named as additional insureds on User's insurance policies during the term of this Agreement. If alcoholic beverages will be served at the Event, User or its caterer must carry host liquor liability insurance during the Event. A Certificate of Insurance, including host liquor liability insurance, if applicable, must be received by Property Manager five (5) days before the date of the Event. If not received by Property Manager, Property Manager shall deny User access and use of the Facility.

If User is a tenant of the Building, tenant must verify that the insurance it carries pursuant to the terms of its lease with Owner covers the Event. If alcoholic beverages will be served at the Event, either tenant or its caterer must carry host liquor liability insurance during the Event. A Certificate of Insurance, evidencing the insurance tenant is required to carry pursuant to the terms of its lease with Owner, and host liquor liability insurance, if applicable, must be received by Property Manager five (5) days before the Event. If not received by Property Manager, Property Manager shall deny User access and use of the Facility.

PROPERTY MANAGER

BOSTON PROPERTIES LIMITED PARTNERSHIP

By:

Name:
Title:

USER

By:

Name:
Title:

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EXHIBIT A**INSURANCE REQUIREMENTS**

- A. Workers' Compensation with statutory limits.
- B. Employers' Liability insurance with the following minimum limits:
- | | |
|--|-------------|
| Bodily injury by disease per person | \$1,000,000 |
| Bodily injury by accident policy limit | \$1,000,000 |
| Bodily injury by disease policy limit | \$1,000,000 |
- C. Commercial General Liability Insurance including Contractual Liability on a per location basis with the following minimum limits:
- | | |
|-------------------------------|-------------|
| General Aggregate | \$2,000,000 |
| Each Occurrence | \$1,000,000 |
| Personal & Advertising Injury | \$1,000,000 |
- D. Automobile Liability insurance with a Combined Single Limit of not less than \$1,000,000. This insurance shall cover all owned, non-owned, and hired motor vehicles which are operated on behalf of User pursuant to the activities of User under this Agreement. If User does not own any vehicles, then User must provide a minimum of \$1,000,000 of non-owned and hired automobile liability coverage.
- E. Umbrella/Excess Liability on a following form basis with the following minimum limits:
- | | |
|-------------------|--------------|
| General Aggregate | \$10,000,000 |
| Each Occurrence | \$10,000,000 |

Exhibit B

Exhibit A

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EXHIBIT B

ADDITIONAL INSURED

1. Market Square North Associates Limited Partnership, a Delaware limited partnership
2. Square 407 Limited Partnership, a Delaware limited partnership
3. Boston Properties Limited Partnership, a Delaware limited partnership
4. Boston Properties LLC, a Delaware limited liability company
5. Boston Properties, Inc., a Delaware corporation
6. BP Management, L.P., a Delaware limited partnership
7. BP Market Square North GP LLC, a Delaware limited liability company
8. Market Square North Fitness Center LLC, a Delaware limited liability company
9. Annunziata O. Gould
10. Caleb C. Gould
11. Candida Gould Lancaster
12. Frank J. Gould
13. Gould Properties LLLP
14. Gould Property Company
15. H. Thorne Gould
16. John Hancock Life Insurance Company (U.S.A.)
17. Kingdon Gould III
18. Kingdon Gould, Jr.
19. Lydia Gould Barbieri
20. Mary T. Gould
21. Melissa Gould Lightfoot
22. Second Gould LLP
23. Square 407 Gould GP LLC
24. Thalia Gould Pryor
25. Lexington-407 LLC

The certificate holder is to be named:

**Boston Properties
Square 407 Limited Partnership
401 9th Street, NW
Suite 150
Washington, DC 20004**

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