



North Hall at Eastern Market

ATTACHMENT A STANDARD TERMS AND PROVISIONS

The District of Columbia, a municipal corporation, acting by and through its Department of General Services (the “**District**”), operator of the Eastern Market North Hall (the “**Premises**”), grants the **Permittee** (as named in the Permit Application) and its employees, agents, contractors, subcontractors, vendors and invitees (“**Agent(s)**”) the right to occupy the Premises during the **Permitted Time of Occupancy (as defined in the Permit Application)** for the **Event** as provided for in the Agreement and subject to the terms and provisions of this Agreement. In this Agreement the words “you”, “your”, “yours”, and “Permittee” mean the person who has signed as “Permittee” for the Agreement. The District and Permittee may each be referred to herein as a “**Party**”, and collectively as “**Parties**”.

RENTAL FEES INCLUDE:

- **For day events:** set-up beginning at 9:00 a.m., with event and completion of clean-up by or before 5:00 p.m.;
- **For evening events:** set-up beginning at 5:00 p.m., with event and completion of clean-up by or before 1:00am;
- Usage of the interior Premises during the times provided under this Agreement;
- Access to the bathrooms in the center hall; and
- Access to the Catering Kitchen and Catering Plaza (Public Events must rent Catering Plaza at an additional cost) adjacent to the Premises.

Complete details of the event must be provided no later than seven (7) days prior to the event. Details include set up and broom clean timing, North Hall space configuration, and decorations.

FEES AND PAYMENT

- All fees for the event should be calculated on Page 2 of the Permit Application. Please refer to the detailed price sheet on Attachment B for definitions and more details.
- Once the Permit Application and Initial Payment (as defined below) have been received, the date will be reserved on the Eastern Market calendar, with the following exceptions:

- 1) No future event shall be scheduled if Permittee owes any unpaid balance from a previous event; and
- 2) Market Manager, in his sole discretion, may prohibit Permittee from scheduling any future event if Permittee breached any Agreement or rules during any previous event(s).

PAYMENT SCHEDULE

Initial Payment: Half of the total fees for the event plus the full refundable security deposit are due at the time of booking the event.

Remainder Due: The remainder of all fees for the event must be paid **at least 120 days before event begins**. If total is not paid at least 120 days before, the event will be removed from the Eastern Market calendar and the date will be made available to other parties. If the Permit Application is received for an event occurring less than 120 days from the Permit Application date, then all fees must be submitted with the Permit Application.

Checks and/or money orders shall be made payable to “DC Treasurer.”

Checks and/or money orders shall be **mailed to:**

**Eastern Market
Attn: North Hall Events
225 7th Street, SE
Washington, DC 20003**

SECURITY DEPOSIT

A Security Deposit of \$500.00 is due with your Initial Payment for the event. Failure to adhere to any part of this Agreement will result in a partial reduction or no refund of the security deposit. Additionally, Permittee shall be responsible for the cost of any damage, repair, or cleaning costs not satisfied by the security deposit and Permittee acknowledges that any such amount shall be immediately due and payable.

The following requirements must be met to receive a full refund of the security deposit:

1. The last participant left before or at the “Broken Down & Broom Clean” time specified on the Permit;
2. All decorations and personal property were removed from the venue at the end of the event;
3. No physical damage to the building, equipment, or property;
4. No excessive cleaning required as a result of event use;
5. All trash was cleaned up and placed in the dumpster. For events with over 200 guests and/or tasting events, trash removal is the sole responsibility of the Permittee. All trash related to large event catering and event design services must be removed from the Premises by Permittee or its Agent immediately following the event. This includes all decorations, such as flowers, tables and chairs, lifts, generators, etc. During instances where events with fewer than 200 guests generate a significant amount of trash, a dumpster use fee of \$200 will be deducted from the security deposit. Grease may not be poured in the

sink or disposed of in dumpsters or curbside. Permittees and/or its Agent should bring containers (w/lids) for disposal of grease off Premises. Permittee and/or its Agents must provide their own cleaning supplies.

6. The North Hall and ALL other spaces used or requested are **broom clean**, including outdoor sidewalks; and
7. All obligations under this Agreement have otherwise been satisfied.

If the event extends beyond the end time stated in this Permit, any otherwise refundable security deposit shall be reduced by \$200.00 for each additional half hour and Permittee acknowledges that any amount not satisfied by the security deposit shall be immediately due and payable.

If there is any physical damage to the building, Premises, grounds, furnishings, or equipment resulting from or arising out of Permittee's use of the Premises or any act, error, or omission on the part of Permittee or its Agents, the security deposit will be retained until the cost of repair or replacement can be determined. If the cost of said repair or replacement exceeds the security deposit, Permittee will be billed for such additional sum and Permittee acknowledges that the bill shall be immediately due and payable.

If all obligations of the Agreement have been satisfied, the security deposit will be refunded within two (2) months following the event to the name and address on the security deposit check issued to DC Treasurer at the time of booking. For money orders, check will be sent to Permittee (at the name and address from page 1) of the rental permit. All requests to change the name and address of security deposit refunds should be made in writing to the Market Manager, prior to issuance of the refund.

Permittee should provide a copy of this Agreement to all event vendors/Agents to ensure compliance with facility terms and provisions.

CANCELLATION POLICY

- Permittee may reschedule a date at no charge if Permittee contacts the Market Manager 60 full calendar days in advance of the event.
- Cancellations made 60 full calendar days or more in advance of event shall receive a refund of 75% of rental fee and forfeiture of the entire security deposit.
- Cancellations made between 14 and 59 full calendar days in advance of event shall receive a refund of 50% of the rental fee for the entire event and forfeiture of the entire security deposit.
- Cancellations made less than 14 full calendar days prior to the event will forfeit the entire rental fee for the entire event and the entire security deposit.
- Events scheduled for multiple days shall be viewed as one event, counted from the first day of the event for cancellation notice and refund purposes. Example: Notice for cancellation of a three (3) day event (Monday, Tuesday, and Wednesday) would be calculated by counting the full calendar days starting from date notice is received to the first date of the event (Monday, in this example.) The Permittee

would be refunded half of the total cost of the three (3) day event rental, if notice was received between 14 and 59 full calendar days before the Monday that the event was scheduled to begin.

- Cancellation of two (2) consecutive re-occurring event dates will result in the entire forfeiture of any future secured event dates and those dates will be made available to any other interested party.

All cancellations must be in writing via email to northhall.coordinator@dc.gov. The date and time that the cancellation email is received by the District of Columbia shall be the determining date and time for calculation of the rental fee refund in accordance with the cancellation policy above.

SPECIAL EVENT LIABILITY INSURANCE

All Permittees shall obtain, at Permittee's sole cost and expense, a special event or commercial general liability insurance policy covering the event in the amount of One Million Dollars (\$1,000,000.00) (or such higher amount as may be required by the District) of general liability coverage, including bodily injury and property damage coverage, and such policy shall name the District of Columbia as an additional insured.

Coverage shall begin the first day of the event, and for multi-day events, coverage shall extend to all days of the event, and such insurance shall insure against the liability of the District of Columbia, its employees, agents and other authorized representatives, arising out of or in connection with Permittee's use of the Premises.

Permittee shall submit the certificate of insurance from the insurer showing that Permittee has insurance in the amount and type specified above to northhall.coordinator@dc.gov **at least 45 days prior to the first day of the scheduled event**. If the permit application is received for an event occurring less than 45 days from the application date, then the certificate must be submitted with the permit application.

FOOD VENDORS/FOOD TRUCKS

Permittee is required to ensure food vendors/food trucks comply with facility terms and provisions.

Food vendors must use the alley side doors only.

Food vendors must provide the following documentation:

- 1) Proof of general liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence naming District of Columbia as an additional insured;
- 2) District of Columbia Department of Consumer and Regulatory Affairs Caterers License; or,
- 3) Applicable state issued caterers license.

Food trucks must provide the following documentation:

- 1) Proof of general liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence naming District of Columbia as an additional insured;
- 2) District of Columbia Department of Consumer and Regulatory Affairs Vendor Business License;
- 3) District of Columbia Department of Health Mobile Vending Health Vending Certificate; and
- 4) District of Columbia Fire and Emergency Medical Service Department Fire Prevention Division Propane Use: Vending-Mobile Permit

All documentation above must be submitted to northhall.coordinator@dc.gov at least **45 days prior to the first day of the scheduled event**. If the permit application is received for an event occurring less than 45 days from the application date, then all documentation must be submitted with the permit application. No Food Vendor/Food Truck will be allowed to operate without proper documentation.

Permittee's catering supervisor must be present from the moment deliveries and staffs begin to arrive to ensure the orderly movement of cars, trucks, equipment and to supervise personnel.

The loading space adjacent to the North Hall is seventy (70) feet long. Cars and trucks must complete their loading procedures quickly and efficiently. At no time may a car or truck double park or block the alley.

The Market Manager reserves the right to review and approve the choice of caterer in order to assure that they are capable of working safely on the Premises and are aware of the limitations on the Premises.

ALCOHOL

In order to serve alcohol, the Permittee or caterer must obtain a temporary ABC license or a catering liquor license. The Permittee or an approved ABC manager must be present during the entire event. A copy of the license must be submitted to the District seven (7) days prior to the event. All events serving alcohol must provide guests with a food option at no additional costs to those attending the event.

NOISE LEVELS/MUSIC/ENTERTAINMENT

Because the Premises is located within a residential area, the Permittee and its Agents shall ensure that noise levels do not disrupt neighbors, in accordance with the following guidelines:

- On the North Hall Plaza, entertainment must end no later than 9:00 p.m.
- In the building, entertainment must end no later than 12:00 a.m.
- The windows must remain closed and shades drawn when music is played. Doors must not be propped open when music is played. Only caterers may use alley-side doors; however, they must not be propped open.
- Please see noise regulations pursuant to [D.C. Municipal Regulations Title 20- Chapter 27 - Noise Control](#). See especially [20 DCMR §2701 - Maximum Sound Levels](#).

ELECTRICAL SERVICE

Limited indoor electrical service is included with the space rental. This service includes up to 120A service consisting of six individual 20A circuits. Any additional or outdoor electrical service must be provided at Permittee's sole cost and expense, and any such work shall be approved by the Market Manager in advance and performed by a licensed electrician.

Generators are permitted on the Premises, with the location and number agreed upon by in advance by Market Manager. Note that generator operation must comply with noise ordinances and any other applicable law.

SMOKING

Smoking is prohibited on the Premises. Smoking is also prohibited in any tented areas that may be set up as part of the event.

VENDORS

The District assumes no responsibility for Permittee's arrangements with Permittee's vendors or Agents or any supplies provided by any of Permittee's vendors or Agents.

DECORATIONS

- Decorations must be set up and taken down in the allotted occupancy time. The area must be cleaned and any trash removed at the end of the event.
- Decorations are permitted; however, Eastern Market is a historic building, so tacking, taping, nailing, and tying to any surfaces is not allowed without Market Manager's prior written authorization.
- Sparklers and any other fireworks are strictly prohibited.
- Only LED candles are allowed. No open flames are permitted.
- Helium filled balloons are prohibited.
- Confetti-type items that are difficult to clean up such as rice, birdseed, flower petals, or streamers are not permitted. The Market Manager has sole discretion regarding the approval of certain permitted items.
- Any rental items Permittee brings or has delivered are Permittee's sole responsibility. Permittee is responsible to set up and take down all rental items. Permittee shall arrange to have all rental items picked up during the breakdown time of the event. The District is not responsible for loss, theft or damage to rental items.

USE OF OUTDOOR RENTAL SPACE

North Hall Plaza and bays (also known as farmers' line sheds) may be rented in conjunction with an event.

Permittees are responsible for ensuring safe accommodations are made for pedestrians. Refer to District Safe Accommodations for Pedestrians and Bicyclists (See [24 DCMR § 3315](#)).

Note that use of outdoor rental space must comply with noise ordinances and any other applicable law.

Requests for refunds for use of outdoor space based on inclement weather will not be honored.

REMOVAL OF PROPERTY FROM PREMISES

The Permittee shall remove all equipment, tents, etc. by or before the scheduled end time indicated on the Permit. **Any items left on the Premises after the scheduled end time shall incur a storage fee of \$400.00 per day.** Eastern Market shall not be responsible for any property left on Premises. Failure to adhere to the terms of removal of property from the premises will result in a reduction from the security deposit.

PROTECTION OF PERSONS AND PROPERTY

The Permittee shall take all necessary steps to protect all persons present on the Premises and shall not cause any change to any element of the Premises which might subject any person to potential injury or harmful condition. The District reserves the right to require additional security if it is determined that additional security is required.

TERMINATION

The District reserves the right, at any time prior to or during Permittee's use of the Premises, at the sole discretion of the Market Manager or the District, to cancel the reservation and terminate this Agreement with or without cause, in the event of emergency, physical damage to the building, or other reason.

Such situations include, without limitation, any of the following:

1. Fire, flood, earthquake, weather damage, war, riot, or other casualty or act of God causing physical damage to the building or the Premises, or creating an emergency situation which requires the Premises be used for such emergency purposes.
2. Improvements, alterations, or repairs required by law or otherwise necessary to put or maintain the building and Premises in a safe and fully functional condition including unexpected delays in said repairs.
3. Power failure, restrictive curfews, or other causes beyond the control of the District, which render the Premises unfit for the intended use.
4. Permittee's failure to adhere to the terms and conditions of this Agreement.
5. The event or any part of the event constitutes a public or private nuisance; or, includes the use of objectionable media.
6. The Premises may not be used for events to support or oppose any candidate for elected office, whether partisan or nonpartisan, or to support or oppose any initiative, referendum, or recall measure, including a charter amendment referendum. See [D.C. Code §1-1163.36 - Prohibition on the use of District government resources for campaign-related activities](#).

If Market Manager or the District determines that Permittee's reservation shall be cancelled and Agreement terminated pursuant to the above provisions, the District will refund any rental fee and security deposit paid by

Permittee subject to terms and conditions set forth herein. The District shall not be held responsible for any direct, indirect, incidental, or consequential damages resulting from such termination.

INDEMNIFICATION

The Permittee shall hold harmless, defend and indemnify the District, its officers, employees, and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses including but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of this Agreement by Permittee, (b) Permittee's use of the Premises, or (c) any act, error, or omission on the part of the Permittee, or its Agents.

LIABILITY

Without prejudice to any other rights the District may have, Permittee is responsible, in accordance with applicable laws, for the acts and omissions of Permittee and Permittee's Agents that cause injuries to persons or damages to the Premises, including any claims arising from such injuries or damages, caused by or arising from the activities permitted under this Permit. The District shall have no liability for the actions or negligence of Permittee or Permittee's Agents. Neither the grant of this Permit, nor any provision thereof, shall impose upon the District any new or additional duty or liability or enlarge any existing duty or liability of the District.

NOT A CONTRACT FOR SERVICES

The Agreement is a revocable, nontransferable and nonexclusive license to use and occupy space at the Eastern Market North Hall and/or the North Hall Plaza for the date and time stated on the Permit Application, and is not intended to be, nor shall it be deemed or construed, as a contract for services or to bind the District to convey the Premises to Permittee.

Nothing contained in the Agreement and no future action or inaction by the District under the Agreement shall be deemed or construed to mean that the District has contracted with Permittee to perform any activity on the Premises.

Permittee expressly acknowledges that the District is prohibited by law from entering into contracts for services without following the procedures set forth in the Procurement Practices Reform Act of 2010, D.C. Official Code §§ 2-351.01 et seq., and all financial obligations of District or any subsequent agreement entered into by the parties are and shall remain subject to the provisions of (a) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1350, and 1351; (b) the D.C. Official Code § 47-105; (c) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 et seq., as the foregoing statutes may be amended from time to time; and (d) § 446 of the District of Columbia Home Rule Act.

Under no circumstance, shall Permittee be entitled to reimbursement for any activities on the Premises.

COMPLIANCE WITH APPLICABLE LAWS

Permittee, at its cost, shall perform, or cause its Agents to perform, all activities on the Premises in compliance with all applicable laws and governmental regulations. The Permittee shall obtain all required permits and licenses for the event. Permittee should consult with the Market Manager regarding permits and licenses, as needed.

NO WAIVER

Nothing in this Agreement shall be deemed to waive any rights of any kind that the District now has, or may hereinafter have, to assert any claim against the Permittee or any other person or entity, including, without limitation, claims with respect to any and all past events or entry on the Premises and activities of the Permittee or of any person or entity.

End

ATTACHMENT B: NORTH HALL PRICE SCHEDULE May 13, 2022

Event Hosted by Individual and Non-Community Organization					<ul style="list-style-type: none"> • Public Arts Event • Public Event Hosted by Military Affiliates, DC Charter Schools, Community Organization, or • Event Hosted by DC Government Agencies 		Public Event - Arts & Craft Fairs and Fashion Shows	
Public Events		Private Events						
Days	Nights	Mon-Fri Days	Sun-Fri Nights	Sat Night	Sun, Tues-Fri	Sat		Sat or Sun Nights
\$1,500.00	\$2,500.00	\$2,800.00	\$4,600.00	\$5,400.00	\$500.00	\$700.00		\$2,400.00

Definitions:

Day and Night Events:

- Day event set up begins no earlier than 9:00am, event sponsor has left by 5:00pm. Night event set-up begins no earlier than 5:00pm, event sponsor has left by 1:00am.
- Set-up before noon will be charged a full day rental.

Community Organizations:

- Established DC based non-profits with annual revenues not exceeding \$1,000,000 (as filed to the IRS and reported on Guidestar.com) for which 100% of programming stays within the District of Columbia. Applicants must provide proof that they are a 501 (c)(3) organization. All community events are, by nature, open to the public.

Arts Events :

- Concerts, plays, dances, and art shows for local performance art.

Public Events:

- Meetings, tastings, fundraisers, receptions, etc. Open to the public. Fashion shows do not fall under this category. See Arts & Craft Fairs and Fashion Shows for additional information.

Non-Community Organizations or Individuals:

- This category includes any organization or individual that does not fit into the category of "Community Organization."

Open to Public:

- Open to the general public to walk in and enjoy on the day of the event. Public events can require an entrance fee of no more than \$30. As a requirement, Eastern Market posts public events to the North Hall's public website calendar, in the Center Hall of the market and/or to the Facebook/Instagram pages.
- Eastern Market must have information about the event during booking in order for it to be classified as a public event.
- These events are not typically invitation only (birthdays, weddings, etc.)

Private Events:

- An event that does not fit the "Open to Public" definition. For example, an event that is by invitation only or that only members can attend.

Arts & Craft Fairs and Fashion Shows:

- No more than one arts and craft fair or fashion show may be held in the North Hall per month. No individual/business may hold more than one fair or fashion show in the North Hall in any 12 month timeframe.
- Organizer must provide a resume showing his/her ability to run a professional event, a space map, a detailed marketing plan, and a loading plan that are subject to approval.

Please Note:

- A separate security deposit of \$500.00 is due with your initial payment for the event.
- For an additional fee, event set-up can begin as early as required, based upon availability.
- On weekends, for an additional fee, event set-up can begin at 3pm.
- Rentals of outdoor space during the weekend cannot begin earlier than 6:00pm in the winter and 6:30pm in summer.
- "Summer hours" correspond to the period from the beginning of daylight savings time in the spring to the end of daylight savings time in the fall.
- "Winter hours" correspond to the period from the end of daylight savings time in the fall until the beginning of daylight savings time in the spring.
- Eastern Market is not open on Mondays. Only events in the \$2,400+ range may be held on Mondays.

Additional Pricing:

Tues-Fri Hourly Public Events (7:00am - 12:00noon)	Mon-Fri Hourly Private Events (7:00am - 2:00pm)	Early Set-up 12:00noon - 5:00pm (weekdays), 3:00pm-5:00pm (weekends)	Public Event Use of Catering Plaza	North Hall Plaza	Bays
\$50.00 per hour	\$400.00 per hour	\$250.00 per hour	\$300.00	\$800.00	\$100.00 each
Excessive Trash/ Dumpster Use		Fine for Events that Last Longer than 1am		Storage Fee for Left Items	Fine for Blocking the Alley
\$200.00		\$200.00 for each additional half hour		\$400.00 per day	\$50.00 per occurrence

Money Orders, Cashier's Checks, or Checks, made payable to DC Treasurer.

Prices are subject to change without notice and are not negotiable. Revision date May 13, 2022.

North Hall Rental Application - Attachment B, North Hall Price Schedule northhall.coordinator@dc.gov

ATTACHMENT C: North Hall Schematic

