

COOPERATORS LICENSE AGREEMENT

THIS COOPERATOR LICENSE AGREEMENT (the "Agreement") is made as of the 4th day of October, 2022, by and between MONTGOMERY COUNTY, MARYLAND ("County"), GLEN ECHO PARK PARTNERSHIP FOR ARTS AND CULTURE, INC. as agent for the County ("GEPPAC" or "Primary Cooperator") and THE WASHINGTON CONSERVATORY OF MUSIC, INC., a Maryland corporation ("Cooperator"), (the County, Primary Cooperator and the Cooperator together the "Parties").

RECITALS

R-1. The National Park Service ("NPS") is charged with the responsibility for administering the area called Glen Echo Park in Montgomery County, Maryland (the "Park"), which has served the Washington, DC region as a center for education, entertainment and cultural development.

R-2. The County and NPS entered into a Cooperative Agreement dated July 17, 2018, that provides that the County is responsible for the management and operation of the Park (the "Cooperative Agreement") attached here to as Exhibit A. The Cooperative Agreement supports NPS in achieving its mission and goals to have the Park function as a multi-use park centered on the arts and humanities.

R-3. Under the Cooperative Agreement, the County may delegate certain functions by agreement to Cooperators, as that term is defined in the Cooperative Agreement, at the Park. The Cooperative Agreement designates GEPPAC as Primary Cooperator ("Primary Cooperator") to function as the County's onsite Primary Cooperator for the day-to-day management of the Park. The County shall exercise direct oversight of the Primary Cooperator.

R-4. The County and the Primary Cooperator entered into a Sub-Cooperative Agreement dated November 21, 2019 ("Sub-Cooperative Agreement"), which sets forth the responsibilities between the County and the Primary Cooperator.

R-5. The Cooperative Agreement provides for the County to enter into additional sub-cooperative agreements with Cooperators, as that term is defined in the Cooperative Agreement, who will occupy space within the Park to provide educational, artistic, historical, cultural, environmental and recreational activities.

R-6. The Parties desire to enter this Agreement, which defines the respective rights, duties, and liabilities of the County, Primary Cooperator and Cooperator relating to the Park and the Premises (as hereinafter defined).

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R-7. The Parties, through this Agreement, shall implement NPS 's mission and goals for the Park to function as a multi-use park centered on the arts and humanities.

NOW, THEREFORE, WITNESSETH in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County, Primary Cooperator and the Cooperator hereby agree as follows:

1. DEFINITIONS. For purposes of this Agreement, the following terms shall have the indicated meanings:

Additional Fees: All sums of money or charges required to be paid by the Cooperator under this Agreement other than the Annual Fees, whether or not such sums or charges are designated "Additional Fees," including but not limited to Percentage Fees, Registration Fees, and fees for storage, utilities, internet, telephone and cleaning.

Annual Fees: Collectively "Premises Fee" for use of the Premises and Facility Maintenance Fund Fee, subject to increase as provided in Section 4.

Commencement Date: The date this Agreement is fully executed by all parties.

Common Areas: Those portions of the Park which Primary Cooperator may from time to time designate for the Cooperator's non-exclusive use and for the common use of all Cooperators and visitors, including parking areas, sidewalks, landscaping, curbs, private streets and alleys, lighting facilities, hallways, lavatories, and any other areas and improvements so provided by Primary Cooperator for the common use of all Cooperators and visitors, but excluding any areas included in any other license or permit or part of the Park specifically limited for use by one or more other designated party.

Primary Cooperator: Glen Echo Park Partnership for Arts and Culture Inc.

Primary Cooperator's Address: 7300 MacArthur Boulevard, Glen Echo, MD 20812

County: Montgomery County, Maryland

County's Address: 101 Monroe Street 9th Floor Attn: David Dise Director, Department of General Services Rockville, MD 20850

Park: Glen Echo Park in Montgomery County, Maryland.

Permitted Use: Music lessons (both group and private); lectures, rehearsals, music recording, and other music-related performances and programs, offices for Washington Conservatory of

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Music.

Premises: South Arcade -Music Studio as authorized hereunder and shown on Exhibit B.

Fees: All Annual Fees and Additional Fees payable by the Cooperator to Primary Cooperator under this Agreement.

Security Deposit: \$1960.83. Paid.

Cooperator: Washington Conservatory of Music, Inc.

Cooperator's Mailing Address: 7300 MacArthur Blvd, Glen Echo, MD 20812

Cooperator's Trade Name: Washington Conservatory of Music

Term: March 1, 2022 through July 20, 2028. *This agreement is effective only as long as the Cooperative Agreement remains in effect. If the Cooperative Agreement expires or is terminated, then this agreement automatically terminates, and the Cooperator's right to use the premises automatically ceases.*

When used herein, the singular shall apply to the plural, the plural to the singular, and the use of any gender shall apply to all genders.

2. PERMISSION TO USE PREMISES. County and Primary Cooperator hereby give permission to the Cooperator to use the Premises for the Permitted Use specified in Paragraph 1, above, and, more specifically, as described in Attachment C, so long as the Cooperator is in compliance with the terms and conditions of the Cooperative Agreement and this Agreement and in compliance with all applicable Federal, State, County, and local laws and regulations. The Cooperator's permission to use the Premises is revocable by the Primary Cooperator or NPS at will according to the terms of this Agreement and the Cooperative Agreement.

3. CONSTRUCTION AND ACCEPTANCE OF PREMISES. The Cooperator accepts the Premises in "as is" condition. All improvements, fixtures, signs, equipment, and permanent furnishings of any nature required in the conduct of the Cooperator's business are to be furnished, erected, and installed by the Cooperator at its own expense. Construction of any improvements shall be in accordance with the provisions of Section 23 below and must be approved in advance by the County and the Primary Cooperator under a Memo of Understanding.

4. ANNUAL FEES.

Total Annual Fees: \$32,939.01, breakdown as follows:

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Use of the Premises Fee: \$29, 477.88

Facility Maintenance Fund Fee: \$3,461.13

Annual Fees for the first year of the Term will be: \$32,939.01, with monthly payments of \$2744.92

The Cooperator shall pay the monthly installments of Annual Fees in advance on the tenth (10th) day of each month for the Term of this Agreement, without deduction, set-off, recoupment, counterclaim, or demand, at Primary Cooperator's Address or by ACH or direct deposit to the Primary Cooperator's bank account.

(a) On the first day of the second Agreement Year, and on the first day of each Agreement Year during the Term thereafter, Annual Fees then in effect shall be increased by a percentage equal to the percentage increase, if any, in the Index now known as the "United States Bureau of Labor Statistics, Consumer Price Index for Urban Wage Earners and Clerical Workers", Washington, D.C.- MD.- VA., All Items (1982-84=100) ("Index"), or its successor, during the preceding Agreement Year; provided, however, that such percentage increase shall not be less than two percent (2%) nor greater than six percent (6%). The "First Agreement Year" shall begin on the Commencement Date and end on December 31, 2022. Thereafter, the "Agreement Year" shall run concurrently with the calendar year, ending December 31, 2023.

5. PERCENTAGE FEES.

(a) Percentage Fees: In addition to the payment of the Annual Fees, the Cooperator shall pay to Primary Cooperator for each Agreement Year of the Term hereof certain Percentage Fees ("Percentage Fees"), as listed below. Cooperator must track all receipts and report as indicated below (Section 5 a vi).

(i) Art Sales Percentage Fees. The Cooperator shall pay to the Primary Cooperator an amount equal to N/A% of all Gross Receipts of the Cooperator or any other entity or person occupying or using the Premises, resulting from the sales of artwork sold from the Premises. Gross Receipts will consist only of receipts from the sale of original artwork from the premises. Such artwork must have been created by artists, instructors or students enrolled currently or previously enrolled in the Cooperator's classes or programs.

(ii) Class Tuition Percentage Fees. The Primary Cooperator shall retain or receive an amount equal to 5% of the Gross Receipts of the Cooperator or any other entity or person occupying or using the Premises, resulting specifically from class fees, tuition, drop-in fees or open studio fees. These fees shall be deducted from class revenue the Primary Cooperator has received as part of the regular registration process. Payments taken directly from the student by the Cooperator must be reported and the Percentage Fee paid to the Primary Cooperator on a

quarterly basis as outlined in Section 5 a vi below.

(iii) Entrance or Ticket Sales Percentage Fees. The Primary Cooperator shall receive an amount equal to **5%** of the Gross Receipts of the Cooperator or any other entity or person occupying or using the Premises, resulting specifically from ticket sales or entrance fees. The Percentage Fee and report will be calculated and paid by the Cooperator to the Primary Cooperator on a quarterly basis as outlined below in Section 5 a vi below.

(iv) Facility Rental Percentage Fees. The Primary Cooperator shall receive an amount equal to **1%** of the Gross Receipts of the Cooperator or any other entity or person occupying or using the Premises, resulting specifically from Gross Receipts made from permitted rental of the Premises, including birthday parties and studio or theater rentals. The Percentage Fee and report will be calculated and paid by the Cooperator to the Primary Cooperator on a quarterly basis as outlined below in Section 5 a vi below.

(v) Merchandise Sales. The Primary Cooperator shall receive an amount equal to **N/A%** of the Gross Receipts of the Cooperator or any other entity or person occupying or using the Premises, resulting specifically from Gross Receipts made from permitted merchandise sales at the Premises or online. Merchandise sold at the Premises must be pre-approved by the Primary Cooperator and must be related to programs of the Cooperator.

(vi) The term "Gross Receipts" shall mean the gross amount charged by Cooperator or anyone on Cooperator's behalf, or by any concessionaires or licensees of Cooperator, in connection with any and all sales of goods, wares and merchandise and all services to patrons, customers clients, students or other persons on or at the Premises, whether for wholesale, retail, cash, credit or otherwise, without reserve or deduction for inability or failure to collect. Gross Receipts shall include, without limitation, sales and services: (i) where the orders therefor originate in, at, from or for the use of the Premises; (ii) made or performed by mail, telephone, or online received or filled in, at or from the Premises; or (iii) which Cooperator or any licensee, concessionaire or other person in the normal and customary course of its business would credit or attribute to its operations in any part of the Premises. Cooperator shall maintain a separate financial statement for its income derived from services provided and goods sold at the Premises, which shall be distinct from and exclude any income received by the Cooperator for sales or activities not related to the Premises. Any deposit not refunded shall be included in Gross Receipts. Discounts, interest charges, and other charges paid to credit card companies or finance companies shall not be deducted in computing Gross Receipts. Each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, regardless of the time when Cooperator shall receive payment (whether full or partial) therefor. The following shall be excluded from Gross Receipts: (x) all credits, and refunds made to customers with respect to transactions otherwise included in Cooperator's Gross Receipts; and (y) all city, county or state sales taxes which are collected from the patron or customer and paid by Cooperator to such governmental authority. No franchise

tax, capital stock tax, income tax or tax based upon income, profits, assets, net worth or gross receipts shall be deducted from Gross Receipts.

(vi) The Percentage Fees shall be payable without deduction, set-off, recoupment, counterclaim, or demand at Primary Cooperator's Address. Primary Cooperator shall have the right to deduct the Percentage Fees from any payments made directly to Primary Cooperator as collection agent, such as payments made in connection with central registration for classes, as more specifically provided in subsection (6 b) below. Other than Percentage Fees retained by Primary Cooperator directly, Percentage Fees shall be quarterly computed on all Gross Receipts during each month of the Term hereof. Such quarterly installments shall be payable on or before the fifteenth (15th) day of each calendar quarter, along with the report described in Section 7 below.

6. CLASS REGISTRATION FEES AND PROCESSES

(a) Fees paid by Class Registrants. The Primary Cooperator shall be entitled to charge and collect a class registration fee from each registrant for classes offered by Cooperator ("Registration Fee"). The Registration fee will be set by the Primary Cooperator annually. Registrants will also be charged a 1% Student Facility Fee to be used for the long-term maintenance of Park facilities through the central registration system per (b) below. The Primary Cooperator shall notify the Cooperator in writing at least thirty (30) days in advance of the effective date of any such changes in the amount of the Class Registration Fee or Student Facility Fee.

(b) Collection of Class Tuitions and Payment of Additional Fees. The Cooperator must use a central registration system maintained by Primary Cooperator for classes being conducted at the Park. All class tuitions shall be made payable to the Primary Cooperator and paid to the Primary Cooperator as part of central registration. Primary Cooperator shall retain the Registration Fee, the Student Facility Fee, and its Percentage Fees, and shall remit the balance to the Cooperator, along with appropriate supporting documentation, including class lists. Primary Cooperator shall remit by check payments due to the Cooperator on or before the tenth (10th) day of the month following the month in which class fees are received for all classes that have at least two (2) sessions. Credit card processing fees will be deducted from gross class fees before payment to Cooperator is made. If a student withdraws from the class, the advertised withdrawal charge will accrue to the Cooperator and Primary Cooperator will collect a withdrawal fee in an amount set by the Primary Cooperator in its published policies. In the event any class fees are paid directly by registrants to Cooperator in violation of this Agreement, any Registration Fee, Facility Fee and any Percentage Fees due in connection with any such payments shall be due and payable on demand from Cooperator to Primary Cooperator.

(Refer to Exhibit E for more detailed information about the class catalog, registration system and required information/processes.)

7. **INCOME REPORTS AND RECORDS** On or before the fifteenth (15) day of each calendar quarter during the Term of this Agreement, the Cooperator shall prepare and deliver to Primary Cooperator at the address set forth above in Section 1 an accurate statement of Gross Receipts for the prior quarter, in a standard form provided by or otherwise approved by the Primary Cooperator certified to be correct by the Cooperator or an authorized officer of the Cooperator, and such statement of Gross Receipts will clearly and completely identify all income derived from activities defined in Section 5(a) above that the Cooperator has earned from its services and goods sold in the Park. The Cooperator shall furnish similar statements for its licensees and concessionaires, if any. All such statements shall be in such form as Primary Cooperator may require. The Cooperator shall provide such additional supporting documentation as Primary Cooperator may reasonably require and which is reasonably available to the Cooperator.

The Cooperator shall maintain a permanent, accurate set of books and records of all Gross Receipts, and all supporting records such as tax reports, banking records, cash register tapes, online and electronically processed sales, and other sales records. All such books and records shall be subject to inspection and audit by Primary Cooperator and its agents at all reasonable times.

The Cooperator shall also furnish to Primary Cooperator true and complete copies of its most recent quarterly (unaudited) financial statements for its entire business operations including the Park and any other locations prepared by the Cooperator or the Cooperator's accountants, as soon as such statements are available and copies of the Cooperator's most recent annual audited financial statements within ninety (90) days after the close of the Cooperator's fiscal year.

In the event, an audit is conducted, the Cooperator must provide Primary Cooperator with any reports required by this Section 7 within ten (10) business days, in addition to any other remedies Primary Cooperator may have, the Cooperator shall pay to Primary Cooperator an administrative fee equal to ten (10%) of the Cooperator's last installment of Percentage Fees. In the event, Primary Cooperator is not satisfied with any monthly statement or certified annual statement of Gross Receipts, Primary Cooperator, or its employees or agents shall have the right to (a) perform spot checks of the Cooperator's operations, including checking registrants, students, guests or attendees, and (b) audit the books and records of the Cooperator pertaining to Gross Receipts during the period in question. The Cooperator shall promptly pay to Primary Cooperator any deficiency, and in the event the statements are found to be incorrect to an extent of more than five percent (5%) over the figures submitted by the Cooperator, the Cooperator shall also pay an amount, as Additional Fees, equal to twenty percent (20%) of the entire excess. The Cooperator shall submit to the Primary Cooperator monthly statistical information about attendance in a format required by the Primary Cooperator in order to allow Primary Cooperator

to compile Park-wide statistics.

8. LATE PAYMENTS. In the event that any monthly installment of Annual Fees or Additional Fees shall be past due for more than five (5) days, the Cooperator shall pay to Primary Cooperator as Additional Fees a late charge equal to five percent (5%) of the unpaid Fees for the first month in which such Fees remains unpaid, and an additional one percent (1%) of the unpaid Fees for each additional month in which such Fees remains unpaid. The late charge imposed under this Section 8 is not a penalty and has been agreed to by Primary Cooperator and the Cooperator.

9. SECURITY DEPOSIT. Upon signing this Agreement, the Cooperator has deposited with Primary Cooperator a Security Deposit equal to one month's Annual Fees. The Security Deposit, if any, shall be held with payment of interest as security for the performance by the Cooperator of its obligations under this Agreement. Primary Cooperator is authorized to deposit the Security Deposit into an interest-bearing escrow account with Security Deposits made by other Cooperators in a depository insured by the Federal Deposit Insurance Corporation, or similar insurer. If the Cooperator shall perform all its obligations under this Agreement, the Security Deposit shall be refunded to the Cooperator, with interest, within thirty (30) days after termination of this Agreement. If the Cooperator shall default in any obligation under this Agreement, Primary Cooperator shall be entitled to apply any or all of the Security Deposit toward Primary Cooperator's damages, as determined by Primary Cooperator, and the Cooperator shall, within five (5) days after notice thereof, deposit with Primary Cooperator an amount sufficient to restore the Security Deposit to its original amount, which amount shall constitute Additional Fees under the Agreement.

10. USE.

(a) The Cooperator hereby acknowledges that the Cooperator's reputation, intended use of the Premises, and ability to generate patronage to the Park were all relied upon by County and Primary Cooperator and served as significant and material inducements contributing to County's and Primary Cooperator's decision to execute this Agreement with the Cooperator. In furtherance of the foregoing, the Cooperator hereby covenants and agrees: (i) to operate in the Premises under the Trade Name set forth in Section 1 only and under no other name or trade name whatsoever without Primary Cooperator's prior written consent, and (ii) to continuously use, occupy and operate the whole of the Premises in accordance with its Permitted Use and for no other purpose whatsoever, for a minimum of thirty (30) hours a week, on average, measured quarterly, within the hours of 10:00 A.M. to 6:00 P.M., Wednesday through Sunday, and during such other hours as the Cooperator shall elect to operate or other hours which are from time to time reasonably designated by Primary Cooperator. The Cooperator's use of the Premises shall not interfere with the use by other cooperators at the Park of any of the Common Areas or of any other cooperators' premises at the Park. The Cooperator shall not use any Common Areas or areas other than those designated in Exhibit B without the express written permission of the Primary Cooperator who may charge a fee for such use. The Cooperator shall not store materials

outside the Premises unless the Primary Cooperator designates a specific area for its storage use, for which the Primary Cooperator may charge a fee.

(b) Attached hereto as Exhibit C is a detailed program description describing the Cooperator's intended use of the Premises for the Permitted Use, which has been approved by the Primary Cooperator ("Program Description"). The Program Description sets forth a list of all approved activities and classes, which may be conducted by the Cooperator, or any licensee, concessionaires or other approved user at the Premises, and includes standards and objectives for such activities. The Primary Cooperator shall have the right to review the Cooperator's operations to ensure that the Cooperator has been conducting permitted programming in accordance with the Program Description and to evaluate the success of this programming using program objectives that are contained in the Program Description. Evaluation against program objectives in the Program Description will be conducted every year starting with the second Agreement Year and will be used as a guideline to determine if Cooperator's contract will be renewed. If the Primary Cooperator determines that the Cooperator's operations are not in conformity with the Program Description or substantially deviate from the standards and objectives on an ongoing basis, or if Primary Cooperator determines that the Cooperator is using the Premises for any purpose outside of the scope of this Agreement, the Primary Cooperator shall notify the Cooperator in writing of the Cooperator's default under this Section of the Agreement, and the Cooperator shall have three (3) months from the date of such notice to cure such default by bringing its programming into compliance with the Program Description. If the Cooperator has not cured the default within the three (3) month period, the Cooperator shall have breached this Agreement and Primary Cooperator shall be entitled to exercise any or all rights and remedies it may have following a breach of this Agreement, including those rights and remedies set forth in Section 24. The approved Program Description including the list of approved activities and classes may be modified from time to time by the Cooperator with Primary Cooperator's prior written approval. In connection with any approved classes identified in the Program Description, the fee charged by the Cooperator to participants must be equal to or less than the fair market value of such programs to ensure fair pricing for the public.

~~(c) — Cooperator must use a central registration system maintained by Primary Cooperator for classes being conducted at the Park. All class fees shall be made payable to the Primary Cooperator and paid to Primary Cooperator as part of the central registration. Cooperator is not to receive any direct payments for classes from students unless an exception is expressly granted, in writing, for certain activities by the Primary Cooperator. All payments are to be made directly to Primary Cooperator by students. All class lists will be the joint property of Primary Cooperator and the Cooperator and will not be given to any outside parties without the express written permission of both the Primary Cooperator and the Cooperator. Primary Cooperator, or its agents, may perform spot checks of the Cooperator's operations, including checking registrants, students, guests or attendees, to ensure that the Cooperator is complying with the provisions of this Section 10. In the event, Primary Cooperator determines that the Cooperator is not complying with the requirements of this Section 10, in addition to any other remedies Primary Cooperator may have under this Agreement, the Cooperator shall pay an~~

~~amount equal to twenty percent (20%) of any unreported class fees as Additional Fees.~~

(d) In the event the approved Program Description sets forth a membership program, including discounts for participating members, the Cooperator shall submit to Primary Cooperator a current membership list, on a quarterly basis, within ten (10) days following the end of each calendar quarter. This membership list will not be shared by Primary Cooperator with any other parties or used for any solicitation purposes by Primary Cooperator.

(e) Primary Cooperator maintains a membership list that it uses, among other things, to provide for a discount on classes and other Park benefits. The difference between the standard class fee and the discounted fee offered by Primary Cooperator to the Park's members will be borne by the Primary Cooperator. In addition, the Cooperator and Primary Cooperator may discuss and negotiate additional joint promotions or discounts to be offered from time to time, such as the offering of free tickets to performances or special promotional rates. In the event the Primary Cooperator and the Cooperator agree on such joint promotions, they shall also negotiate the extent to which each of the parties will bear the cost of such promotions, such as the costs of any free tickets or the amount of any discount offered.

(f) Cooperator's registration lists and other customer data available to Primary Cooperator as a result of the central registration process required by this Agreement, the Primary Cooperator's sale of tickets to the Cooperator's events, or otherwise, shall be owned jointly by Primary Cooperator and Cooperator. Primary Cooperator and Cooperator shall each maintain such information in confidence and not reveal, sell or transfer any such information to any third parties. The Primary Cooperator may use all customer lists for the purposes of promoting Park programs and soliciting donations and memberships in support of the Park. The Cooperator may use all customer data and registration data housed with the Primary Cooperator's database from customers who have participated in their programs to promote their programs and solicit donations for their organization.

(g) Neither the County nor the Primary Cooperator will be liable for any damages or claims made by Cooperator under this Paragraph, except claims or damages arising out of County or Primary Cooperator's gross negligence or willful misconduct.

11. PROMOTIONAL MATERIALS.

(a) All classes must be advertised in the Park's promotional brochure (other than private use and private instruction occurring outside of the required business hours set forth in Section 10 above). Any available open studio time must be advertised in the Park's promotional brochure or web site. All printed and or on-line publicity materials for the Cooperator's operations at the Park must contain the following language:

"Glen Echo Park is a site owned by the National Park Service. Programs are produced in cooperation with the Glen Echo Park Partnership for Arts and Culture Inc., the National

Park Service and Montgomery County”.

(b) All information about Glen Echo Park submitted for publication or other public releases of information regarding the Glen Echo Park project shall carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the United States Government. Mention of trade names or commercial products does not constitute their endorsement by the United States Government.”

(c) The Cooperator shall not construct or maintain any outdoor, temporary or permanent signage to promote its studio space without the prior written approval of the Primary Cooperator. All exterior signs must be in accordance with all applicable laws and regulations and must conform with the size and design requirements and restrictions as set forth and approved by the NPS from time to time. The current design specifications of the NPS are set forth on Exhibit F attached hereto and incorporated herein by reference. The Cooperator will be responsible for maintaining all signs it has constructed and will be responsible for all costs associated with construction and maintenance of its signs.

(d) The Cooperator shall not post flyers or other print materials for its Park programs except such flyers as have been approved in writing in advance by Primary Cooperator and in display areas designated in advance by Primary Cooperator.

Additional duties and restrictions regarding promotional materials and activities are set forth on Exhibit F attached hereto.

12. COMMUNICATION WITH OTHER PARK OPERATORS. The Cooperator acknowledges that it has no contractual or other relationship with the NPS or other cooperators or instructors in the Park, and that all communications with such entities shall be made through the Primary Cooperator, including but not limited to any communications regarding licensing, permitting, program activities, facilities, Park operations, and promotional activities or materials. The Cooperator represents and agrees that they will not communicate directly with the NPS, the County, or other cooperators within the Park regarding concerns, issues, questions or ideas related to Park operations or management, and shall convey any such concerns, issues, questions or ideas directly to the Primary Cooperator, which in its sole discretion may or may not raise the matters with the NPS, the County, or other cooperators.

13. UTILITIES; SERVICES.

(a) County together with Primary Cooperator agrees to cause to be provided and maintained the necessary mains, conduits and other facilities necessary to supply, water, electricity, fuel and sewerage service to the Premises where applicable. County together with

Primary Cooperator reserves the right to stop service of the heating, plumbing, and electric systems, when necessary, by reason of accident, or emergency, or for repairs, alterations, replacements or improvements, which in the judgment of County together with Primary Cooperator are desirable or necessary to be made, until said repairs, alterations, replacements, or improvements shall have been completed. County together with Primary Cooperator shall have no responsibility or liability for failure to supply heat, plumbing, and electric service, during said period or when prevented from doing so for any reason. County together with Primary Cooperator will give notice when possible to Cooperators of any interruption of service. No such interruption or suspension of services or utilities shall be deemed an eviction or disturbance to the Cooperator's use and enjoyment of the Premises or any part thereof, nor shall any such interruption or suspension of services or utilities render County together with Primary Cooperator liable to the Cooperator for damages.

(b) The Cooperator shall pay to Primary Cooperator a fee for excessive trash disposal, excessive water usage, and other extraordinary facilities, at a pro-rata rate or, in the event that a pro-rata rate cannot be determined, a rate reasonably determined by Primary Cooperator from time to time to reimburse County together with Primary Cooperator for the use of such facilities.

(c) The Cooperator, where phone service is available, shall use the Primary Cooperator's phone system. Any interruption or suspension of services shall not render Primary Cooperator liable to the Cooperator for damages.

(d) The Primary Cooperator may provide internet services to the Cooperator for a fee if feasible. Any interruption or suspension of services shall not render Primary Cooperator liable to the Cooperator for damages.

14. COMMON AREAS. In addition to the use of the Premises, the Cooperator, its employees, visitors, and business invitees shall have the right to use the Common Areas in common with Primary Cooperator and other cooperators at the Park, their employees, visitors, and business invitees. The Cooperator's use of the Common Areas shall be subject to such reasonable rules and regulations governing use as Primary Cooperator, the County or NPS may from time to time prescribe. The Cooperator shall not take any action that would interfere with the rights of other persons to use the Common Areas without the prior written consent of the Primary Cooperator. Primary Cooperator may temporarily close any part of the Common Areas. All Common Areas shall be subject to the exclusive control of Primary Cooperator. Primary Cooperator shall operate, manage, equip, police, light, and maintain the Common Areas, all in such manner as Primary Cooperator, in its sole discretion, may, from time to time determine. The Primary Cooperator will designate display areas in select Common Areas and will be responsible for maintaining the display equipment.

The Cooperator shall have the non-exclusive right, subject to availability, as determined by Primary Cooperator, to engage for its use the general classrooms located at the Park, at the

rate established by the Primary Cooperator, from time to time. Cooperator must reserve the use of such general classrooms in advance with Primary Cooperator through a separate rental agreement for the use of such general classrooms, in a form prepared by Primary Cooperator.

15. USE OF PREMISES.

(a) The Premises and the general use of the Park on an overall basis, may be used only for the Permitted Use (see Section 10(b)) and for no other purpose or purposes. Without the prior written consent of the Primary Cooperator, the Cooperator shall not at any time leave the Premises vacant but shall in good faith continuously throughout the Term of this Agreement conduct and carry on the Permitted Use in the entire Premises.

(b) The Cooperator, at the Cooperator's expense, shall comply with all laws, ordinances, and regulations of federal, state, and local authorities pertaining to the Cooperator's use of the Premises and the Cooperator shall comply with any rules, regulations or restrictions which the Primary Cooperator, the County or NPS may reasonably institute, from time to time. The Cooperator acknowledges and agrees that no alcohol is permitted on or about the Premises without Cooperator obtaining a prior permit. Any application for a permit to serve alcohol, or any other permit for regulated activities shall be submitted and prosecuted by Primary Cooperator, on behalf of and at Cooperator's request. See Exhibit D for more information regarding permits.

(c) The Cooperator shall not cause or permit any Hazardous Substance to be brought upon, kept, or used in or about the Premises by the Cooperator or its contractors or subcontractors, or its or their agents, or employees, without the prior written consent of Primary Cooperator, which Primary Cooperator shall not unreasonably withhold as long as the Cooperator demonstrates to Primary Cooperator's reasonable satisfaction that such Hazardous Substance is necessary or useful to the Cooperator's use of the Premises and will be transported, used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Substance so brought upon, or used, or kept in or about the Premises. The parties recognize, however, that Primary Cooperator may prohibit the use of any Federal Occupational Safety and Health Administration designated hazardous chemicals and any extremely hazardous substance as defined in the Emergency Planning and Community Right to Know Act of 1986. The Cooperator is required to submit to Primary Cooperator a written request for approval for all Hazardous Substances brought on the Premises. If the Cooperator breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Substance on the Premises caused or permitted by the Cooperator results in contamination of the Premises, then the Cooperator shall indemnify, defend, and hold Primary Cooperator, the County and NPS harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of usable space or of any amenity of the Premises,) which arise during or after the lease term as a result of such contamination. This obligation shall survive the termination or expiration of this Agreement. The term "Hazardous Substance" as used in this Agreement shall

mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Primary Cooperator to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof.

16. REPAIRS AND MAINTENANCE BY THE COOPERATOR.

(a) During the Term of the License Agreement the Cooperator shall take good care of the Premises and keep the same free from waste, neat, clean, free from dirt, rubbish, insects, and pests. The Cooperator shall not treat pests with chemicals but notify Primary Cooperator immediately of any infestations. The Cooperator will store all trash and garbage within the area designated by Primary Cooperator for such trash pickup and removal. The Cooperator shall keep the Premises in good clean condition and shall, at its sole cost and expense, make all needed repairs and replacements, except for repairs and replacements required to be made by Primary Cooperator under the provisions of Section 17 and shall keep all plumbing units, pipes, and connections free from obstruction and protected against ice and freezing. The Cooperator shall pay all housekeeping costs associated with the Premises. The Cooperator shall furnish, maintain, and replace all electric bulbs, tubes, and tube casings within the Premises. If any repairs required to be made by the Cooperator hereunder are not made thirty (30) days after written notice delivered to the Cooperator by Primary Cooperator (except that in an emergency no notice shall be required), at Primary Cooperator's option, and in addition to Primary Cooperator's other remedies under this Agreement, at law or in equity, Primary Cooperator may (but shall not be obligated to) make such repairs and will not be liable to the Cooperator for any loss or damage that may result to Cooperator's stock or business by reason of such repairs, and the Cooperator shall pay to Primary Cooperator immediately upon demand as Additional Fees hereunder the cost of such repairs plus ten percent (10%) of the amount thereof, and failure to do so shall constitute an event of default hereunder.

(b) The Cooperator will repair promptly at its own expense by or under the direction of Primary Cooperator any damage (whether structural or nonstructural) to the Premises or the Park caused by any construction or alteration performed by the Cooperator or by bringing into the Premises or the Park any property for the Cooperator's use, or by the installation or removal of such property, regardless of fault or by whom such damage shall be caused, unless solely by the negligence of Primary Cooperator or its contractors or subcontractors or its or their agents or employees. The parties hereunder recognize, however, that construction work requires the prior written approval of the County and NPS in accordance with the Cooperative Agreement.

17. REPAIRS BY PRIMARY COOPERATOR.

(a) Primary Cooperator (together with the County) shall maintain the common areas of the Park and shall maintain the base building HVAC components and controls (Cooperator is responsible for HVAC equipment within the premises and for any adjustments to air handlers that serve their space exclusively), fire alarm system, exit and emergency lights, fire extinguishers, foundation, door locks and door hardware (with a fee charged back to the Cooperator for door locks, re-keying, new keys and door hardware when provided at the Cooperator's request), the exterior walls (except store fronts, plate glass windows), exterior doors, exterior door closure devices, window and door frames, molding and painting or other treatment of exterior walls, and roof of the Premises in good repair, except that Primary Cooperator shall not be required to make any repairs occasioned by the act or negligence of the Cooperator or its contractors or subcontractors or its or their agents or employees, which repairs shall be made by the Cooperator. In the event that the Premises should become in need of repairs required to be made by Primary Cooperator hereunder, the Cooperator shall give immediate written notice thereof to Primary Cooperator, and Primary Cooperator shall not be responsible in any way for failure to make any such repairs until sixty (60) days shall have elapsed after delivery of such written notice. In connection with any of the foregoing, Primary Cooperator shall have the right to erect and maintain temporary scaffolds and other aids to construction on the exterior of any building. Primary Cooperator shall have access to the Premises that may be necessary or desirable to perform such work.

(b) Except as provided herein, Primary Cooperator shall have no liability to the Cooperator by reason of any inconvenience, annoyance, interruption, or injury to business arising from the making of any repairs or changes which Primary Cooperator is required or permitted to make under this Agreement, or by any other Cooperator's license, or required by law to make in or to any portion of the Premises, Park, or Common Areas. The Primary Cooperator will make every effort to provide reasonable notice to the Cooperator of any such repairs.

18. **FORCE MAJEURE.** If either Party is delayed or prevented from the performance of any act required hereunder (other than the Cooperator's obligation to pay Annual Fees or Additional Fees which shall not be excused pursuant to this Section by reason of acts of God; fire; earthquake; flood; explosion; action of the elements; declared or undeclared war; terrorism, riots; civil disturbances; inability to procure or a general shortage of labor, equipment, energy, materials, or supplies in the open market; breakage or accident to machinery; partial or entire failure of utilities; failure of transportation; strikes; lockouts; action of labor unions; condemnation; injunction; court order or decree; governmental preemption; any rule, order, or regulation of any department or subdivision of any government agency including extraordinary restrictive governmental laws or regulations by reason of pandemic or other calamity; or the conditions of supply and demand which have been or are affected by war or other emergency, then upon notice to the other party, the performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equal to the period of such delay. Similarly, Primary Cooperator shall not be liable for any interference with any services supplied to the Cooperator by others.

19. SURRENDER OF PREMISES.

(a) At the expiration or earlier termination of the Term of this Agreement, the Cooperator shall peaceably surrender the Premises in broom clean condition and good order and repair and otherwise in the same condition as the Premises was upon the commencement of this Agreement along with any subsequent improvements made by the Cooperator and approved by Primary Cooperator pursuant to the terms of this Agreement, subject to subsection (b) below, except for: (i) ordinary wear and tear, (ii) needed repairs or maintenance to the Premises that are not required to be repaired and/or maintained by the Cooperator, and (iii) damage by fire or other casualty to the extent there is actually paid to Primary Cooperator, to repair any damage to the Premises, sufficient net proceeds from the policies of insurance which the Cooperator is obligated to provide and to maintain under the provisions of this Agreement.

(b) Primary Cooperator may designate particular improvements/alterations as subject to removal by the Cooperator at the Cooperator's sole cost and expense prior to surrender of the Premises. These items will be designated during the approval process for alterations/improvements, or as soon as possible thereafter following any required consultation between Primary Cooperator and the County or NPS.

(c) Any damage caused by the removal of any improvements or alterations shall be repaired by the Cooperator, at its sole cost and expense. At Primary Cooperator's election, any or all of the alterations, additions, improvements, changes, affixations of chattels, or other work made or performed by the Cooperator upon the Premises shall remain at the expiration or termination of this Agreement and not be removed.

(d) If the Cooperator fails to remove any property required to be so removed by Cooperator at the expiration or earlier termination of this Agreement, Primary Cooperator may cause such to be removed at the Cooperator's expense, and may dispose of such property as it deems fit with no liability to return such property to the Cooperator, and the Cooperator hereby agrees to immediately reimburse Primary Cooperator after written demand for the cost of such removal and disposal together with all and any damages that Primary Cooperator may suffer and sustain by reason of failure of the Cooperator to remove the same.

20. INDEMNIFICATION AND WAIVER OF CLAIM. The Cooperator shall defend, indemnify and hold harmless Primary Cooperator, the County, the federal government, and NPS from and against any and all claims, actions, damages, liability, and expense (including, but not limited to, attorney's fees and costs) in connection with the loss of life, personal injury, or damage to property arising from, related to, or in connection with the occupancy or use of the Premises or Common Areas, occasioned wholly or in part by any act or omission by the Cooperator or any assignee, concessionaire, licensee, contractor or subcontractor of the Cooperator, its or their representatives, officers, agents, guests, invitees, or employees. The Cooperator shall also pay all costs, expenses, and attorney's fees and costs that may be expended or incurred by Primary Cooperator, the County, the federal government, or NPS in enforcing the

covenants and agreements of this Agreement. The provisions of this Section 19 shall survive the termination or earlier expiration of this Agreement.

Cooperator hereby releases all claims against Primary Cooperator, the County, the federal government, and NPS for loss or damage that may be occasioned by or through the acts or omissions of other Cooperators, their contractors, subcontractors, agents, guests, invitees, or employees, or for loss of life, personal injury, or damage to property or business sustained by the Cooperator or any person claiming through the Cooperator or on the Premises resulting from any fire, accident, occurrence, or any other condition in or about the Park or any part thereof, resulting from any cause whatsoever, except that the Cooperator may make claims against the Primary Cooperator for damages caused solely by Primary Cooperator's gross negligence or willful misconduct to the extent permitted by law.

21. INSURANCE.

(a) At all times during the Term, the Cooperator will, at Cooperator's expense, keep in force with companies acceptable to County licensed to do business in the State of Maryland:

(i) Commercial general liability insurance written on an occurrence basis with respect to the Premises and the business operated by the Cooperator and any concessionaires, or licensees of the Cooperator in the Premises with minimum combined single limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Such liability insurance shall, in addition, extend, through contractual liability insurance, to any liability of the Cooperator arising out of the indemnities provided in this Agreement. Such liability insurance shall also include broad form endorsement coverage, including personal injury coverage. If the nature of the Cooperator's operation is such as to place any or all its employees under the coverage of applicable workers' compensation or similar statutes, the Cooperator shall also keep in force, at its own expense, workers' compensation or similar insurance affording statutory coverage and containing statutory limits.

(ii) "Special Form" Insurance. "Special Form" hazard insurance, written at replacement cost value and with replacement cost endorsement, covering all the Cooperator's personal property in the Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by the Cooperator under the provisions of this Agreement) and all improvements installed in the Premises.

(b) On or before the Commencement Date, the Cooperator will deposit with Primary Cooperator certificates evidencing the insurance required by the provisions of this Section together with satisfactory evidence of the payment of the required premium or premiums thereof. Failure to deposit such policies shall not relieve the Cooperator of its obligation to obtain and keep in force insurance coverage required by this Agreement.

(c) All policies of insurance required in this Agreement to be carried by the

Cooperator shall provide that the policies shall not be subject to cancellation, termination, or change except after thirty (30) days' prior written notice to Primary Cooperator, and all such policies shall name Primary Cooperator, the County and the United States as additional insureds. The Policies shall specify that the insured shall have no right of subrogation against the United States, the County or Primary Cooperator, for payments of any premiums or deductibles due thereunder and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk.

(d) Any insurance required to be carried hereunder may be carried under a blanket policy covering the Premises and other locations of the Cooperator, so long as the Cooperator includes the Premises in such blanket coverage in the manner required under this Section 21.

(e) The Cooperator further agrees to pay the United States the full value for all damages to the lands or other property of the United States caused by the Cooperator, its representatives, agents or employees in connection with this Agreement. This provision shall survive the termination or expiration of this agreement.

(f) The Primary Cooperator and the Cooperator acknowledged that the County is self-insured. Any obligation or liability of the County arising from this Agreement is subject to, limited by, and contingent upon the appropriation and availability of funds, and to the notice and damage caps established by Maryland law. This Agreement is not intended to create any rights or causes of action in any third parties or to increase the County's liability over and above the caps provided for in the applicable Maryland law.

22. TOTAL OR PARTIAL DESTRUCTION OF PREMISES. If the Premises are damaged by fire or other casualty but is not thereby rendered unusable in whole or in part for the Permitted Use, Primary Cooperator, at its own expense, subject to the limitations set forth in this Agreement, shall cause such damage to be repaired, and the Annual Fees and Additional Fees may be abated at the discretion of the Primary Cooperator during the time that the Premises are unusable. If by reason of any damage or destruction to the Premises the Premises shall be rendered unusable in whole or in part, (i) Primary Cooperator, at its option, at its own expense, subject to the limitations set forth in this Agreement, may cause the damage to be repaired, and the Annual Fees and Additional Fees shall be abated proportionately as to the portion of the Premises rendered unusable while it is unusable, or (ii) Primary Cooperator shall have the right, to be exercised by notice in writing delivered to the Cooperator within three (3) months from and after the occurrence of such damage or destruction, to terminate this Agreement, and the Annual Fees and Additional Fees shall be adjusted as of such date of termination.

23. ALTERATIONS. The Cooperator agrees that it will not make any alterations (whether structural or otherwise), additions, improvements, changes, or other work to the interior or exterior of the Premises at any time during the Term of this Agreement (including the initial improvements required by Section 3 and any subsequent improvements) except for the

installation of unattached, movable trade fixtures that may be installed without drilling, cutting, or otherwise defacing the Premises, without in each instance obtaining Primary Cooperator's prior written consent. All alteration, improvements, changes and construction and Primary Cooperator's approval of any such activities shall be made in accordance with the provisions of a separate Memorandum of Understanding between County, the Primary Cooperator and the Cooperator. Primary Cooperator may condition its consent to any improvements that increase the useable square footage of any improvements on the payment of additional Annual Fees, based on the increased value of the Premises to the Cooperator. Any approval of plans and specifications by Primary Cooperator shall not constitute any assumption of any responsibility by Primary Cooperator for their accuracy or sufficiency, and the Cooperator shall be solely responsible, therefore. All alterations, additions, improvements, and changes shall be done by contractors approved by County and the Primary Cooperator, but at the expense and under the direction of the Cooperator. All construction work done by the Cooperator within the Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, and the requirements of any contract or deed of trust to which the Primary Cooperator may be a party and, in such manner, as to cause a minimum of interference with other construction in progress and with the transaction of business and activities in the Park. The Cooperator agrees to indemnify the federal government, NPS, the County and the Primary Cooperator and hold them harmless against any loss, liability, or damage resulting from such work, and the Cooperator shall, if requested by Primary Cooperator, furnish bond or other security satisfactory to Primary Cooperator against any such loss, liability, or damage. Cooperator agrees that any future modifications made to the Premises shall be made in conformance with the requirements of the Americans with Disabilities Act, the Federal Fair Housing Act, and all safety and accessibility requirements in Federal, State, and County Laws and regulations. Cooperator must obtain all required permits prior to making any modifications to the Premises and must comply with all applicable Building and Safety Codes.

24. **BREACH OR DEFAULT.** The Cooperator shall have breached this Agreement and shall be considered in default hereunder if (a) the Cooperator files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy or insolvency law or act, or makes an assignment for the benefit of creditors; (b) involuntary proceedings are instituted against the Cooperator under any bankruptcy or insolvency law or act with an allowance for a 60 day dismissal period; (c) the Cooperator fails to make any payment of Annual Fees or Additional Fees when due, and such failure continues for ten (10) days following written notice from Primary Cooperator to the Cooperator; provided Primary Cooperator shall only be required to give written notice of a failure to make a payment twice in any calendar year, and thereafter, the Cooperator shall have breached this Agreement if the Cooperator fails to make a payment of Annual Fees or Additional Fees within ten (10) days of the date due, without the requirement of Primary Cooperator sending written notice; (d) the Cooperator fails to provide Primary Cooperator with the statement of Gross Receipts when due, and such failure continues for ten (10) days following written notice from Primary Cooperator to the Cooperator; provided Primary Cooperator shall only be required to give written notice of a failure to provide such statement

twice in any calendar year, and thereafter, the Cooperator shall have breached this Agreement if the Cooperator fails to provide Primary Cooperator with the statement of Gross Receipts within ten (10) days of the date due, without the requirement of Primary Cooperator sending written notice; (e) the Cooperator fails to perform or comply with any provision of this Agreement, other than those provisions dealt with in subsections (c) and (d) above, and such failure continues for a period of thirty (30) days after written notice thereof by Primary Cooperator to the Cooperator; or (f) the Premises shall be deserted or vacated for three (3) months.

25. EFFECT OF BREACH. (a) In the event of a breach of this Agreement, the Cooperator's right to occupy the Premises will cease immediately, and the Cooperator may be required by Primary Cooperator without further notice from the Primary Cooperator to vacate the Premises and to remove all the Cooperator's personal property from the Premises. The Cooperator's obligations to pay the Annual or Additional Fees or to pay for the removal of personal property from the Premises or to reimburse Primary Cooperator for any money spent by Primary Cooperator to repair the Premises for damage caused by the Cooperator or the Cooperator's employees, agents, contractors, guests, or invitees survive the expiration or termination of this Agreement.

26. ACCESS BY PRIMARY COOPERATOR, COUNTY AND NPS. (a) Primary Cooperator, the County and NPS and their contractors and subcontractors and their agents and employees may, at all reasonable times during the Term of this Agreement, enter to inspect the Premises to determine whether the Cooperator is complying with the provisions of this Agreement and/or may show the Premises and Park to others. Primary Cooperator also reserves the right to enter the Premises at any time and from time to time, to make such repairs, additions, or alterations or remedy any contamination as it may deem necessary for the safety, improvements, preservation, or condition thereof, or of the Park, but Primary Cooperator assumes no obligation to do so, and the performance thereof by Primary Cooperator shall not constitute a waiver of the Cooperator's default in failing to perform the same if the Cooperator is required to do so by this Agreement or any law or regulation. Primary Cooperator shall use reasonable efforts not to interfere with the Cooperator's operations at the Premises but shall in no event be liable for any inconvenience, disturbance, loss of business, or other damage to the Cooperator because of the performance by Primary Cooperator of any work in, upon, above, under, or outside the Premises.

27. NO ASSIGNMENT. The license to use the Premises granted by this Agreement is personal to Cooperator and may not be assigned in whole or in part.

28. RULES AND REGULATIONS. The Cooperator agrees to be bound by the rules and regulations applicable to Glen Echo Park (Exhibit D) or any additional rules or regulations that Primary Cooperator, the County or NPS may from time to time adopt and promulgate, whether or not the Cooperator has actual notice of the Rules and Regulations. The Primary Cooperator will use its best efforts to publish to the Cooperator all Rules and Regulations adopted by the NPS, the County or Primary Cooperator after the Commencement

Date of this Agreement that may affect this Agreement. The Cooperator is responsible for complying with all applicable NPS, County and the Primary Cooperator rules and regulations while using the Premises. Cooperator's breach of any of such rules and regulations, whether now existing or hereinafter adopted, shall be deemed a breach of this Agreement.

29. NO WAIVER. The failure of the Primary Cooperator, the County, or NPS to insist on strict performance of any one or more of the terms, covenants, or conditions hereof shall not be deemed a waiver of the rights or remedies under this Agreement, and shall not be deemed a waiver of any subsequent breach or default of any term of this Agreement.

30. REMEDIES FOR PRIMARY COOPERATOR AND COUNTY. Any and all remedies available to Primary Cooperator or the County for the enforcement of the provisions of this Agreement are cumulative and not exclusive, and Primary Cooperator and the County shall be entitled to pursue either the rights enumerated in this Agreement or remedies authorized by equity, law, or both. The Cooperator shall be liable for any costs or expenses incurred by Primary Cooperator or the County in enforcing any terms of this Agreement, or in pursuing and legal action for the enforcement of their respective rights and remedies, including court costs and attorney's fees.

31. NOTICES. (a) All notices, waivers, demands, requests and other communications required or permitted by this Agreement, to be effective, shall be in writing and shall be given by (i) email with verified response (ii) personal delivery, (iii) established overnight commercial courier with delivery charges prepaid or duly charged or (iv) registered or certified mail, return receipt requested, first class postage prepaid, to the addresses set forth in Section 1 above, or to any other address or addressee as any party entitled to receive notice under this Agreement shall designate, from time to time, by notice given to the others in the manner provided in this Section. Notices given by personal delivery shall be deemed to have been received upon tender to the respective natural person named. Notices given by overnight courier shall be deemed to have been received the next business day after delivery to such overnight commercial courier. Notices given by certified or registered mail shall be deemed to have been received on the date of the return receipt, or, if any such notice is refused, then the notice shall be deemed received on the date the notice-receipt is returned stating that the same was refused.

32. RIGHT TO TERMINATE.

(a) The County or the Primary Cooperator shall have the right to terminate this Agreement with six (6) months' prior written notice if County, or the Board of Directors of the Primary Cooperator determines there is a need to restructure the operations of the Park.

(b) The Cooperator and the County or the Primary Cooperator shall have the right to terminate this Agreement at any time, with six (6) months' prior written notice.

33. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

34. **WAIVER OF TRIAL BY JURY.** The County, Primary Cooperator and the Cooperator hereby waive trial by jury in any action or proceeding or counterclaim brought by either party hereto against the other party on any and every matter, directly or indirectly, arising out of or with respect to this Agreement.

35. **RIGHTS OF AND CLAIMS AGAINST PRIMARY COOPERATOR.**

(a) The Cooperator waives all rights to bring a counterclaim in any action brought by County and/or the Primary Cooperator for the non-payment of Fees or any other summary proceeding thereon.

(b) The County and/or the Primary Cooperator may permit others to use any portion of the Park on such terms and for such purposes as Primary Cooperator are consistent with overall use as described in the Cooperative Agreement.

36. **SEVERABILITY; REDUCTION OF CHARGES.** If the application of any term or provision of this Agreement, whether in whole or in part, is held to be invalid or unenforceable by a final judgment of any court of competent jurisdiction, the remainder of this Agreement shall not be affected by such holding and shall be fully valid and enforceable. If any late charge, interest rate, or other payment provided herein exceeds the maximum applicable charge legally allowed, such late charge, interest rate, or other payment shall be reduced to the maximum legal charge, rate, or amount.

37. **TOTAL AGREEMENT.** This Agreement contains the entire agreement between the Parties and cannot be changed or modified except by a written instrument subsequently executed by the Parties.

38. **NON-DISCRIMINATION:** The Cooperator agrees to comply with the non-discrimination policies in County contracts as required by Section 11B-33 and Chapter 27 of the Montgomery County Code (2014), as amended, as well as all other federal, state and local laws and regulations regarding discrimination. By signing this Agreement, the Cooperator assures the County that in accordance with applicable law, it does not, and agrees that it will not engage in any discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.

39. **PUBLIC EMPLOYMENT:** The Cooperator understands and agrees that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code (2014), as amended, that it is unlawful for any person or entity transacting business with the County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

40. NON-APPROPRIATION: This Agreement shall terminate automatically on July 1 of any year for which the County, for whatever reason, does not appropriate funds to pay for the services or its obligations specified in this Agreement. The Cooperator shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

SIGNATURE PAGE TO FOLLOW

ATTEST/WITNESS:



MONTGOMERY COUNTY:



Name: Fariba Kassiri

Title: Deputy Chief Administrative Officer

Date: 10/4/22

ATTEST/WITNESS:



PRIMARY COOPERATOR:

GLEN ECHO PARK PARTNERSHIP FOR
ARTS AND CULTURE, INC., as agent for
the County

By: 

Name: Katherine Boerger

Date: 9/21/22

COOPERATOR:

WASHINGTON CONSERVATORY
OF MUSIC, INC.



By: 

Name: Kathy Judd

Date: Sept 15, 2022

APPROVED AS TO FORM AND LEGALITY:

By: Neal Anker

Name: Neal Anker

Title: Associate County Attorney

Date: 9/23/2022

RECOMMENDED BY:

By: Cynthia Brenneman

Name: Cynthia Brenneman

Title: Director, Office of Real Estate

Date: 09/27/2022

WASHINGTON CONSERVATORY
OF MUSIC -2022

EXHIBIT A

NPS AND MONTGOMERY COUNTY COOPERATIVE AGREEMENT

Please see all documents at this URL:

<https://bit.ly/3IoOqJq>

EXHIBIT B
DESCRIPTION OF THE PREMISES

(see attached diagram)

EXHIBIT C

PROGRAM DESCRIPTION AND CLASS OFFERINGS LIST

Program Mission

List program/studio mission statement as it relates to Glen Echo Park.

The mission of the Washington Conservatory of Music at Glen Echo Park is to provide exceptional musical learning and listening experiences for our students and community.

Program Activities

List program activities to be presented such as classes, exhibitions, open studios, ongoing gallery sales, performances, and private lessons, etc.

Weekly Private lessons for all ages and abilities, including:

piano, jazz piano, violin, viola, cello, guitar, ukulele, bass, trumpet, French horn, trombone, flute, clarinet, oboe, percussion, Suzuki violin and voice.

Weekly Ensembles including:

Washington Conservatory Community Orchestra - 15+ adults

Capital Horns Ensemble - 15+ adults

Various string and wind ensembles age 10 to adults

Encore Chorale for older adults - age 55+

Encore Rocks for older adults - age 55+

Classes

List types of classes to be presented including age range and frequency of programs

Weekly Group Classes including:

- Irish Flute and Tin Whistle, beginning and intermediate - age 15+
- Irish Bodhran - 10+ adults
- Irish Bouzouki and Mandolin - 15+ adults
- Irish Fiddle - 15+ adults
- Early Childhood Music parent/child classes - 18 months to 5 years
- Singing classes for children (age 5 - 7), and (ages 7 - 12 years)
- Singing classes for beginning and intermediate adults
- Beginning and continuing ukulele classes for children ages 9 - 14, and for 13+ adults
- Guitar classes for beginners, intermediate, and guitar with songs 13+ adults
- Suzuki violin group classes - ages 4 - 11

Summer 5 day music camps 9 am - 3 PM such as:

- Around the World Music Camp (ages 4-7)
- Fun With Music & Movement (ages 4-7)
- Little Prince & Princess Singers (ages 4-7)
- Little Star Violin Camps (ages 4-7)
- Pop Songs for Young Voices (ages 5-8)
- Fascinating Rhythm (ages 7-11)
- Movie Sing Along Camp (ages 7-12)
- Sing On! Music Camp (ages 7-12)
- Intro to Beginning Guitar Mini Camp (ages 8-11)
- Music & Magic (ages 10-18)
- Intro to Rock Guitar Mini Camp (ages 13-17)

Operating Hours

Office hours: 10 am - 6 pm Monday through Friday

Private lessons and class and ensemble hours- Monday through Saturday/Sunday approximately 9 am to 10 pm.

Performances/Public Programs List types of performances/public programs to be offered including age range or target audience and frequency of program

- **Performances of audiences of all ages such as:**
- Monthly student recitals
- Yearly Honors Recital
- Yearly Student Piano Festival and Petite Piano Festival
- Monthly professional concerts (classical and jazz) May through August and occasionally in fall and winter, both inside and outside
- Occasional Family musical events, especially targeting children ages 4 and up.
- Open rehearsals with the Washington Conservatory Ensemble in Residence: The Pressenda Chamber Players. 7+ Adults (8 rehearsals per year.)

Activities outside of regular program activities as listed here must be pre-approved by the Partnership and may require permits from the NPS.

EXHIBIT D

GENERAL RULES AND REGULATIONS

1. Cooperators shall not make noise that disturbs other Cooperators or the Park.
2. The Cooperator's Premises must be kept neat and clean.
3. Common areas must be kept free of Cooperator's litter and trash.
4. Inside of windows shall receive regular cleaning, done by the Cooperators.
5. Common interior and exterior areas shall not be used for Cooperator property or storage.
6. Cooperator shall maintain space lighting systems.
7. Cooperator shall keep Primary Cooperator apprised of needed HVAC hours.
8. Cooperators, students and visitors shall only park in approved spaces. Parking permits will be issued to Cooperators and staff; students may apply for a permit based on their needs. Any tickets issued by the US Park Police must be paid and Primary Cooperator will not intervene.
9. Smoking is not permitted in any property or within 20 feet of a property.
10. When not occupied, the Cooperator is responsible for locking all doors and windows and turning all lights off.
11. Flammable and hazardous materials shall only be stored in approved storage containers in accordance with all applicable laws and regulations. Use and storage of gasoline is prohibited.
12. Candles shall not be used.
13. There shall be no digging on the property without the County, Primary Cooperator and NPS prior written approval.
14. Repairs or any changes to fire life safety systems shall only be performed with Primary Cooperator's prior written consent by Primary Cooperator's approved contractors.
15. Upon request, additional storage may be available to the Cooperator for a monthly fee. Cooperator must keep within the designated area for storage and is responsible for ensuring that their storage area is secure. Primary Cooperator reserves the right to remove any items left outside of designated storage areas.
16. Activities outside of regular program activities as approved in Cooperator's Agreement must be approved in advance in writing by the Primary Cooperator and may require permits from NPS.

ALCOHOL RULES AND SPECIAL EVENTS PERMITS

- Liquor: The Cooperator acknowledges and agrees that no alcohol is permitted on or about the Premises without the prior authorization of the County or the Primary Cooperator. Regulations and procedures pertaining to alcohol permits will be provided in a separate memorandum.

- Special events: For special events, the Cooperator may be required to apply for a Special Use or a Public Gathering Permit through the NPS, based on the scope, size and nature of the planned event. Guidance will be provided by the County or the Primary Cooperator regarding events which may require an NPS Public Gathering Permit.

FILMING

-Presence of media/filming at park for promotional purposes

Guidance regarding all commercial filming activities taking place in the Park can be provided by the County or the Primary Cooperator. Some filming may require an NPS permit.

Media and news coverage – Cooperator shall advise Primary Cooperator of any anticipated or possible media and news coverage and Primary Cooperator will assist in determination if an NPS permit is required based on nature of coverage.

REFERENCES:

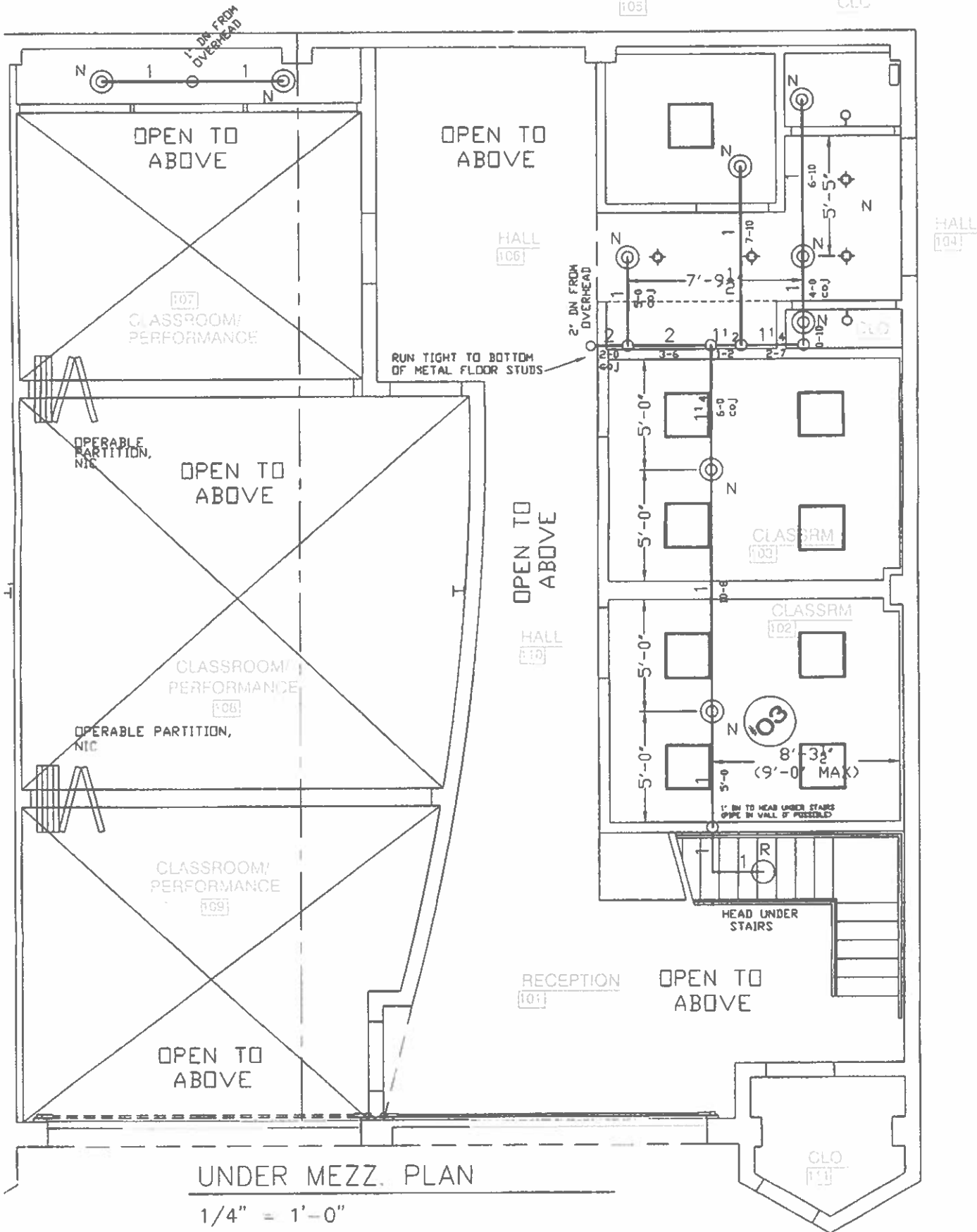
Montgomery County/NPS Cooperative Agreement
Montgomery County/Glen Echo Park Partnership Sub Cooperative Agreement
Attachments to Montgomery County/NPS Cooperative Agreement

1- DN TO
IN CLOSET



UNISEX
TOILET RM
105

CLO



UNDER MEZZ. PLAN

1/4" = 1'-0"

GENERAL NOTES:

EXHIBIT E

PRIMARY COOPERATOR'S AND COOPERATOR'S OBLIGATIONS

[Subject to revision annually]

Class Registration, Administration and Conduct

The Primary Cooperator will:

- Provide full and detailed information to anyone inquiring about the Cooperator's program and refer them to the Cooperator for additional information if needed. Primary Cooperator will handle all class registrations (online, in person, over the phone and via fax).
- List the approved class descriptions provided by the Cooperator in the course catalog each semester (Spring/Summer and Fall/Winter). This information will be available through the Primary Cooperator's web site.
- Approve Cooperator's proposed courses each semester during catalog production in consideration of Cooperator's permitted use. The addition of new courses outside of this time frame will be allowed upon the approval of the Manager's Education Program Primary Cooperator and Executive Director.
- Collect all class tuition.

The Cooperator will:

- Manage access to classroom facilities for their staff and instructors.
- Secure studios and classroom facilities, and secure Common Areas if Cooperator is the last one operating in the evening.
- Provide Class Attendance Sheets as required by GEPPAC
- Follow procedures for setting tuition and course content for GEPPAC catalog production by deadlines provided by GEPPAC.
- Be responsible for any additional fees, including:
 - Credit Card Chargebacks – Any chargebacks are the responsibility of the Cooperator, not Primary Cooperator. If chargebacks occur, Primary Cooperator will do its best to represent the Cooperator in this matter, however if the customer is successful in receiving a chargeback and the credit card processor rules in their favor, then the tuition that has been refunded by the credit card company will be paid to Primary Cooperator or taken out of the next payment to the Cooperator.

Class Cancellations

- Follow GEPPAC class cancellation policies and procedures, including rescheduling courses and notifying students of cancellations and rescheduled class times.
- Class cancellations due to snow emergency or other reasons for Park closure will be at the discretion of the Cooperator, unless Primary Cooperator elects to cancel all park classes. Notification of Park-wide cancellations will be through various mechanisms

including phone, online and listserv notifications.

Disputes between Cooperators

The Primary Cooperator will:

- Get information from both parties in regards to the dispute or complaint
- Mediate between the two parties without any prejudice and as necessary to resolve the issue

The Cooperator will:

- Inform the Primary Cooperator of any grievances directly and in writing
- Participate in any mediation meetings that the Primary Cooperator may arrange

Program Coordinators

- The Cooperator will designate a program coordinator or program coordinators responsible for liaising with the Primary Cooperator. The program coordinator may be one person for all responsibilities, or one person per responsibility. The name and contact information will be provided to the Primary Cooperator and the Cooperator will alert the Primary Cooperator of any changes as soon as possible. One program coordinator shall be designated as the after-hours program coordinator that will be available to troubleshoot any after-hours emergencies, in conjunction with the Primary Cooperator. After hours will be defined as any time between 8 pm – 10 am each day. This includes any after-hours facilities emergencies as well as any coordination related to inclement weather or park closings.

Accident or Emergency

- The Cooperator will immediately inform the Primary Cooperator in the event of any accident or emergency that occurs during a course. In the event that an accident occurs when the park office is closed, the Cooperator will immediately summon the US Park Police by calling 202-610-7500 and call the Primary Cooperator's after hours' emergency pager (301-647-1907) and enter a number where Cooperator can be reached so that Primary Cooperator may return the call.

EXHIBIT F

MARKETING AND PROMOTION

For the marketing and public awareness of the Cooperator's events, classes, gallery and programs, the Cooperator may use the following means for promotion:

Signage

Outdoor, permanent signage – the Cooperator is allowed the following outdoor permanent signage:

Quantity: 1 horizontal banner, 24" h x 36" w, double sided

Placement: Outside main doors

Design:

- Banners may include logos, images, and text for the name of the studio
- Banners may NOT include phone numbers or websites
- Banners may have a background color or be white; the same design must be used for both sides
- A black border line must be located at the top of each banner for consistency of Parkwide signage; Primary Cooperator will advise as to the size of the black line

Primary Cooperator will assist the Cooperator in ordering signage, but the Cooperator is responsible for all design and printing costs. Primary Cooperator must approve signage before it is produced and will install in the approved location once created.

Outdoor temporary signage – The Cooperator will be permitted to place temporary signage outside to attract visitors. Signs must be free standing and may not attach to any poles, structures, trees, shrubbery or anything else in the Park. Primary Cooperator must approve the placement and design of all outdoor temporary signage. Signs will be displayed only during the Cooperator's operating hours; signs may not be left outside overnight. Primary Cooperator is not responsible for the safety of the signage, and Cooperator is responsible for any damage caused by temporary outdoor signage and shall indemnify and hold Primary Cooperator harmless. The Cooperator is responsible for the maintenance of signs and for placing them outside and bringing them back in after each use.

Directional signage – If applicable, the Cooperator may post signage in Common Areas to direct the public to the Cooperator's premises. The location, design and installation of the signage must be approved in advance by the Primary Cooperator. The Primary Cooperator reserves the right to remove any unauthorized signage. The Cooperator is responsible for any damage created in the installation or removal of such signage.

Use of Displays in Common Areas

The Primary Cooperator will designate certain select areas within the Park's Common Areas for

the display of brochures, flyers and other print material directly related to and promoting the Cooperator's programs, events and classes as outlined in Section 9 (b) Use and Exhibit C: Program Description and approved by Primary Cooperator. The Cooperator will be allowed to place these materials only in the literature holders designated for the Cooperator's use. The Primary Cooperator reserves the right to remove any print material displayed in these areas that are deemed excessive, offensive, unrelated to the Cooperator's approved programming, or found in literature holders designated for another Cooperator. The Cooperator is responsible for stocking and managing its designated literature holders with current print material. The Cooperator will not be permitted to post signs, flyers or other promotional materials in parts of Common Areas that are not designated for displays.

In support of the Cooperator's events, classes, art sales and programs, the Primary Cooperator will provide the following for promotion:

Website and Social Media Presence – The Primary Cooperator will provide the Cooperator with space on the Primary Cooperator's website with information about the Cooperator's programs and classes. The Primary Cooperator's website will also promote and list the Cooperator's classes and house the central registration system. Additionally, the Primary Cooperator will promote select gallery openings, exhibitions, and other events through the Primary Cooperator's social media outlets.

Press Releases and Advisories – The Primary Cooperator will issue regular press releases promoting the Cooperator's exhibitions, programs and special events. The Cooperator will be responsible for providing the Primary Cooperator with the appropriate information for such press releases.

Mailing Lists – The Primary Cooperator will send email blasts to a set mailing list promoting the Cooperator's classes, gallery exhibitions and programs. This email list is the Primary Cooperator's property and will not be shared with any outside parties.