

**COUNCIL OF UNIT OWNERS OF HARBOR EAST TOWER CONDOMINIUM  
28<sup>TH</sup> FLOOR LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Council of Unit Owners of Harbor East Tower Condominium ("Licensor") and \_\_\_\_\_ ("Licensee"), who is an owner of residential property located at 300 International Drive, Baltimore, MD 21202.

1. Licensor shall permit Licensee to use the Amenity Floor for the period beginning \_\_\_\_\_ AM/PM on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ending at \_\_\_\_\_ AM/PM (hereinafter referred to as the "Term"). Licensee, event hosts, event staff, employees, agents, contractors, and subcontractors (the "Event Staff") and/or Licensee's family, agents, guests or invitees (jointly "Licensee's Invitees") must remain under the full control of the Licensee at all times. Licensee's Invitees and Event Staff shall vacate the Facilities as of the expiration of the Term. The cleaning staff will arrive on site at 11:15PM to begin cleaning and will not work around Licensee, Licensee's Invitees, and/or Event Staff. Licensee understands that for any overtime performed by the cleaning staff due to Licensee, Licensee's Invitees, and/or Event Staff not vacating, will be charged to the Licensee's house account.
2. Licensor and Licensee expressly agree that the Facilities may be used by Licensee solely for the purpose of \_\_\_\_\_, and for no other purpose whatsoever. Licensee may use the Amenity Floor for personal events only, including but not limited to baby or wedding showers, engagement parties, graduation parties, birthday parties, and anniversaries. Licensee may not use the clubhouse for business, marketing, or fundraising events, nor may Licensee charge any fees for attendance or sell any goods or services from the Facilities.
3. Use of the Amenity Floor does not include use of the Residential lobby, Hotel lobby, swimming pool, fitness room, sauna, dog walk, or fitness center. If Licensee and/or Licensee's Invitees enter the pool area, no glass of any kind shall be permitted. The Residential Team and the Four Seasons' Security Team reserve the right to close access to the pool during the Term.
4. Licensee may not utilize/monopolize the Residential Concierge for any labor during their Term, which may prevent the Residential Concierge(s) from providing service to other owners/residents.
5. Licensor hereby acknowledges receipt from Licensee of a cleaning fee (the "Fee") in the amount of Three Hundred Dollars (\$300.00), which will be posted to the Licensee's house account, upon the approval of the Term. Licensee understands that the final amount for cleaning is determined at the conclusion of the Term and any additional costs found at that time (cleaning or otherwise) will also be posted to Licensee's house account.
6. Licensee hereby acknowledges that the Amenity Floor is in good condition. Licensee agrees to leave the Amenity Floor and the furnishings at the end of the Term in as good condition as received with furnishings placed to the same positions that they were in the beginning of the Term. Licensee will not make any alterations, additions, or improvements to the Amenity Floor. Any costs for excessive cleaning, repairs, or replacement due to damages caused by Licensee's Invitees shall be posted to Licensee's house account. A statement itemizing said costs or damages can be provided to Licensee upon Licensee's request.

7. If Licensee would like a larger trashcan or trashcan(s) out for the Term, Licensee must put said request in writing on Licensee's completed Amenity Request form (under "Special Requests"). If Licensee should require a filled trash bag to be placed out of sight and replaced with a new trash bag, Licensee must notify the Residential Concierge on Duty (via the Concierge Cell Phone (443) 301-5004). Licensee understands that the Residential Concierge will tend to the trash as soon as he/she can step away to do so.
8. Licensee is responsible for providing all of its own goods and supplies, including but not limited to food, beverages, utensils, paper products, and table coverings. Licensee must remove all of its goods and supplies from the Amenity Floor at the end of the Term, including items from the refrigerator and freezer. If Licensee would like to have any of the aforementioned items provided by the Hotel, Licensee must give at least seventy-two (72) hours' notice prior to Licensee's event date.
9. There are to be no pictures, displays, or decoration of any kind taped, stapled, nailed, tacked, push pinned, glued, or otherwise affixed to any part of the Amenity Floor.
10. Licensee agrees not to make or permit any unseemly or disturbing noise or conduct by Licensee's Invitees, nor do or permit any illegal or immoral conduct or obstruct or interfere with the rights, comforts, or convenience of other owners. Licensor may terminate this Agreement with no refund of the cleaning fee, in its sole and absolute discretion, Licensee's Invitees engage in immoral or illegal conduct that obstructs or interferes with the rights of other owners. Should Licensee's Invitees cause a noise, disturbance or nuisance that results in a visit by law enforcement, then Licensor shall request Licensee & Licensee's Invitees & Staff to vacate the Amenity Floor at that time.
11. Licensee must be present at the Amenity Floor at all times during the Term, and shall not leave Licensee's Invitees unattended for any reason. Licensee is solely responsible for ensuring that Event Staff have access to the Amenity Floor.
12. Licensor shall not be liable for any injury, damage or loss to person or property caused by Licensee, Licensee's Invitees, or other person, or caused by theft, vandalism or other causes, unless the same is exclusively due to the omission, fault, negligence, or other misconduct of Licensor. Licensee agrees to indemnify Licensor and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property during the Term arising from, or out of, any occurrence in, upon or on the Amenity Floor, or the use by Licensee or Licensee's Invitees of the Amenity Floor, or occasioned wholly or in part by any act or omission of Licensee or Licensee's Invitees. Furthermore, Licensee agrees to pay Licensor for all damages to the Facilities caused by misuse, waste, or neglect by Licensee or Licensee's Invitees.
13. With respect to its use of the Amenity Floor, Licensee and Licensee's Invitees agree to abide by all of Licensor's rules and regulations specified herein, as well as any which may be posted by Licensor at or on the Amenity Floor, including, but not limited to the capacity limits.
14. Licensee is required to provide a full and complete guest list prior to the Term. If a guest for whom the Licensee provides arrives with the intention of attending the Licensee's event, Residential Team has express permission to grant the guest access to the Amenity Floor.

15. Licensee must provide a list of all contractors and vendors for whom the Licensee intends to utilize during the Term. Licensee must also provide a current Certificate of Insurance (“COI”) and Vendor Code of Conduct for each and every contractor and vendor for whom will either be present for the Term and/or providing services for the Term. All COIs and Vendor Code of Conducts must be provided to the Residential Concierge and/or the Director of Residences, at least forty-eight (48) hours prior to the Term. The Residential Concierge will not make direct contact with any contractors/vendors on behalf of the Licensee. If either one (1) or both of these forms are not received, access will be denied onto the Four Seasons’ property.
16. No outside catering is permitted. Licensee must utilize the Four Seasons Hotel Baltimore’s in-house catering department or in-room dining for all food and beverage needs. Licensee may not utilize any professional or outside catering for any food and/or beverage needs.
17. No illegal drugs shall be brought into, or consumed within, the Facilities.
18. No smoking is permitted on the Amenity Floor or its connecting balconies or exterior deck space.
19. Minors using the Facilities must be supervised at all times by a responsible adult.
20. The maximum number of persons permitted on the Amenity Floor for the purpose of a private event is one hundred (100).
21. Valet parking by Licensee’s guests may be posted to the Licensee’s house account or Licensee may choose to have Licensee’s Invitees pay for the valet parking on their own. This must be indicated prior to the event so that Residential Concierge Staff may properly notify Towne Park. Licensee understands that dependent upon the Hotel’s occupancy, additional Towne Park staff may be required to handle Licensee’s Invitees and/or Event Staff, of which the cost of said additional staff will be borne by Licensee and posted to Licensee’s house account.
22. Licensee understands that if Licensor has to accommodate for additional hours from, but not limited to, Residential Concierge staff, Security, and/or Housekeeping, Licensee’s house account will be charged accordingly:
23. This agreement sets forth all of the agreements, conditions, and understandings between the Licensor and Licensee concerning the Amenity Floor, and there are no agreements, conditions or understanding, either oral or written, between them other than as are herein set forth.

**WITNESS/ATTEST**

**COUNCIL OF UNIT OWNERS OF HARBOR EAST TOWER CONDOMINIUM**

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By: \_\_\_\_\_, agent

**LICENSOR**

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LICENSEE SIGNATURE

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LICENSEE SIGNATURE

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LICENSEE’S ADDRESS

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LICENSEE’S EMAIL ADDRESS

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LICENSEE’S PHONE NUMBER