

**BOARD OF TRUSTEES  
UNIVERSITY OF THE DISTRICT OF COLUMBIA  
UDC RESOLUTION NO. 2018 - 18**

**SUBJECT: Approval of a Facility License Agreement between the District of Columbia Teacher's Federal Credit Union ("DCTFCU") and the University of the District of Columbia ("University")**

**WHEREAS**, pursuant to D.C. Code §38-1202.06(16), the Board of Trustees has the duty to generally determine, control, supervise, manage, and govern all affairs of the University, including oversight of facilities; and

**WHEREAS**, pursuant to 8B DCMR §2101.1, the "President of the University, subject to the approval of the Board of Trustees, is authorized and empowered to rent any building or land belonging to the University or under jurisdiction of the President, or any available space therein, whenever such building, land or space is not then required for the purpose for which it was acquired"; and

**WHEREAS**, DCTFCU is a federal credit union that was originally chartered by the District of Columbia in 1936. DCTFCU has assets totaling \$47.16 Million and provides financial banking services to more than 5,000 members, including the University's staff, students and employees. DCTFCU currently has two (2) branches and four (4) Automated Teller Machine ("ATM") locations in the District of Columbia and is seeking an additional ATM location at the University.

**WHEREAS**, DCTFCU desires a license to use, on an exclusive basis, available space at the University that is approximately 84 rentable square feet located on the B Level of Building 56 ("Premises"), for the installation and operation of an ATM; and

**WHEREAS**, DCTFCU and the University desire to enter into a Facility License Agreement whereby DCTFCU will pay a monthly rent in exchange for an exclusive license to use the Premises to install and operate an ATM.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Trustees of the University hereby approves the proposed Facility License Agreement between the University and DCTFCU and hereby authorizes the President to take all necessary actions to finalize and execute the Facility License Agreement.

Submitted by the Operations Committee

June 7, 2018

Approved by the Board of Trustees

June 26, 2018



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Christopher D. Bell  
Chairperson of the Board

## Facility License Agreement

This Facility License Agreement (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, by and between the University of the District of Columbia, 4200 Connecticut Avenue, NW, Washington, D.C. 20008 ("Licensor"), and The District of Columbia Teachers' Federal Credit Union, 9<sup>th</sup> and D Streets NE, Washington, D.C., 20002-0009 ("Licensee") (Licensor and Licensee are collectively hereinafter referred to as the "Parties").

### 1. Recitals:

(a) Licensor owns the premises located at 4200 Connecticut Avenue, NW, Building 56, Washington, D.C. ("Building" or "Student Center").

(b) Licensee is a federal credit union that, amongst other things, owns and operates automated teller machines ("ATM").

### 2. Premises:

(a) In consideration of Licensee's agreement to pay the Monthly Rent (defined below) and to perform certain conditions and covenants hereinafter set forth, Licensor does hereby grant to Licensee, a license to use eighty- four (84) square feet of space (hereinafter referred to as the "Premises") on the ground floor of the Building, said Premises being further outlined on Exhibit A attached hereto and made a part hereof.

(b) Licensor hereby grants to Licensee a license to use the Premises during the Term of this Agreement; provided that Licensor hereby expressly disclaims any representation or warranty regarding the condition, usability, safety, or fitness for a particular purpose of the Premises; provided further that Licensee hereby waives and releases and shall indemnify Licensor from and against any and all liability, damage and expense related to Licensee's use of the same.

3. **Term:** The term of this Agreement (the "Initial Term"), and the parties' rights and obligations under this Agreement are for one (1) year commencing on \_\_\_\_\_, 2018, ("Commencement Date") with five (5), one (1)-year optional renewals (each a "Subsequent Term" and together with the Initial Term, the "Term") to be exercised by Licensor, in its sole discretion, at least sixty (60) days prior to the end of the then current Term by giving written notice to Licensee. Unless sooner terminated under any other provision of this Agreement, the Initial Term shall expire and this Agreement shall terminate at the end of the day on \_\_\_\_\_, 2019 (the "Initial Expiration Date"). Each Subsequent Term shall be for one twelve (12)-month period and shall expire thereafter (each a "Subsequent Expiration Date," and together with the Initial Expiration Date, an "Expiration Date"). Upon the final Expiration Date, Licensee shall surrender possession of the Premises in as good condition as it was on the Commencement Date, except for normal wear and tear, without any notice to quit, all notice to quit that may or might be required by law, now or in the future, being hereby expressly waived by Licensee.

4. **Rent:** Licensee shall pay to Licensor an initial annual rent of Three Thousand Three Hundred and Sixty Dollars (\$3,360.00) at a monthly rent for the Premises in the amount of Two

Hundred and Eighty Dollars (\$280.00) (the "Initial Monthly Rent") payable on the first day of each calendar month during the Term to the Licensor, with the first full monthly installment of Monthly Rent to be paid by Licensee to Licensor upon Licensee's execution of this Agreement. Any rent for a partial month within the Term shall be prorated. The Monthly Rent is inclusive of all services provided by Licensor to Licensee pursuant to Section 24 below. Licensee agrees to pay a late charge of five percent (5%) of the installment of Monthly Rent or the maximum allowed by applicable law, whichever is higher, if such rent is paid after the fifth (5th) day of the month. The annual rent during each Subsequent Term will be: \$40 per square foot during the first Subsequent Term; \$41.20 per square foot during the second Subsequent Term; \$42.44 per square foot during the third Subsequent Term; \$43.71 per square foot during the fourth Subsequent Term; and \$45.02 per square foot during the fifth Subsequent Term.

5. **Security Deposit:** Licensee shall provide certified funds in an amount equal to three (3) initial annual rent payments or Ten Thousand and Eighty Dollars (\$10,080.00) as a security deposit ("Security Deposit") at the time of the signing of this Agreement. The Security Deposit shall be considered partial security for the payment and performance by Licensee of all of Licensee's obligations, covenants, conditions and agreements under this Agreement. In the event of any default by Licensee hereunder during the Term of this Agreement, Licensor shall have the right, but shall not be obligated, to apply the whole or any part of the Security Deposit to cure any such default by Licensee. If Licensor applies any part of the Security Deposit to cure any default of the Licensee, Licensee shall upon demand provide to Licensor an amount sufficient to restore the Security Deposit to its original amount, so that Licensor shall have the full Security Deposit on hand at all times during the Term of this Agreement.

6. **Licensee's Work.**

(a) **Licensee's Drawings and Specifications:** Licensee shall prepare and submit to Licensor for approval, preliminary design drawings of Licensee's ATM and related signage to be installed on the Premises ("Licensee's Work"). The ATM shall at a minimum: (a) be tamper and theft resistant; (b) meet all requirements of the Americans with Disabilities Act; (c) comply with all requirements to maintain the platinum LEED status of the Building; and (d) be certified by a qualified third party assessor for ATMs as compliant with all applicable laws and regulations for the installation, operation and maintenance of the ATM. Licensor reserves the right to withhold approval for any drawing and/or specifications until Licensor is reasonably satisfied that the minimum requirements listed above has been met. Licensee shall, at its cost and expense, monitor the ATM for any defects, vandalism, or malfunctions affecting the ATM or any related equipment or signage.

(b) **Construction/Installation of ATM:** Subject to Licensor's written approval of Licensee's drawings and specifications, and not prior thereto, Licensee shall cause Licensee's contractors and sub-contractors to commence construction and/or installation of Licensee's ATM and related signage in accordance with this Agreement and the Licensor approved drawings and specifications. Licensee is solely responsible for the cost and expense associated with obtaining any and all permits required for the construction and/or installation of the ATM and related signage. Licensee shall ensure that any application or other process for obtaining any required permit for the construction and/or installation of the ATM and related signage is coordinated with the Licensor; in particular, any application form, or similar documentation, required to be submitted to the District of Columbia Department of

Consumer and Regulatory Affairs (DCRA), must receive the prior approval of the Licensor, such approval not to be unreasonably withheld, before such application form or similar documentation can be submitted by the Licensee to the DCRA. Licensor reserves the right to halt construction and/or installation of the ATM if Licensor reasonably determines that Licensee has deviated from the approved drawings and specifications, and Licensee shall not commence construction and/or installation until Licensor is reasonably satisfied that the construction and/or installation will continue in line with the approved drawings and specifications. Licensee hereby agrees that all construction and set up and installation of the ATM will be done in the most expeditious manner, and Licensee shall take all reasonable steps to limit noise, debris, and construction and set-up time. All Licensee's construction shall be in accordance with the requirements of all applicable codes, ordinances, rules and regulations, including but not limited to all applicable D.C. Building Codes and Licensor's insurance carrier requirements.

(c) **Alterations/Improvements by Licensee:** Licensee shall not make or cause to be made any alterations, additions or improvements to the approved ATM, or make any alterations, additions or improvements to any party of the Premises, without the prior written approval of the Licensor.

(d) **Licensor Approval:** No approval by Licensor shall make Licensor responsible for the condition of the Premises or constitute a representation by the Licensor of compliance with any law or regulation or requirement applicable to the installation, operation and maintenance of ATMs, and no approval by Licensor shall constitute a waiver of any rights and/or remedies that the Licensor may have under this Agreement or at law or in equity.

#### 7. **Repairs/Maintenance:**

(a) **Licensor's Obligations for Maintenance:** Licensor shall keep and maintain the common areas, foundation, exterior walls and roof of the Building, and the electrical power and telephone and data lines servicing the ATM, except that Licensor shall not be obligated to make any repairs in response to an act or omission of Licensee, its agents, employees, invitees, licensees or contractors. The provisions of this Section 7(a) shall not apply in the case of damage or destruction by fire or other casualty or by condemnation.

(b) **Licensee's Obligations for Maintenance:** Except as provided in Section 7(a) above, Licensee shall keep and maintain in good order, condition and repair (including the replacement of parts and equipment if necessary), the Premises and every part thereof, and any and all fixtures, equipment, and any appurtenances thereto. Licensee shall further keep and maintain the Premises in a clean, sanitary and safe condition in accordance with all federal, state and local laws, rules, regulations, and the rules and regulations of the District of Columbia, and Licensee shall comply with all requirements of law affecting said ATM and Premises. Licensee shall further be solely responsible for all alarm systems used in connection with the ATM, and Licensee shall respond to any and all such alarms promptly. If Licensee refuses or neglects to commence and complete repairs promptly and adequately, Licensor may, but shall not be obligated to, make and complete said repairs, and Licensee shall pay the cost thereof to Licensor upon demand. Licensee agrees to (1) timely resolution of service malfunctions and any related problems; (2) the resolution of security alarms in an expeditious manner; and (3) the timely stocking of the ATM with sufficient currency.

(c) **Use of Common Areas:** During the Term, Licensee shall have the non-exclusive use in common with all others to whom Licensor has or may hereafter grant rights to use the Common Areas (defined

below) located within the Building, subject, however, to rules and regulations for the use of the Common Areas as may be prescribed from time to time by the Licensor. In no event, however, shall Licensee, its agents or employees, use the Common Areas for the display or sale of any service or merchandise. "Common Areas" shall mean the entranceways, hallways, and stairwells in the Building not contained in the Premises, public bathrooms, and all other areas or improvements which may be provided by the Licensor for the convenience and joint use of the tenants and other occupants of the Building and their respective subtenants, agents, employees, customers, invitees and any other licensees of Licensor. The Common Areas and all facilities not within the Premises which Licensee may be permitted to use and occupy pursuant to this Agreement are to be used and occupied under a revocable license, and if the amount of such areas be diminished at any time, Licensor shall not be subject to any liability not shall Licensee be entitled to any compensation or diminution or abatement of rent, nor shall diminution of such areas be deemed constructive or actual eviction.

8. **Availability:** During the Term, Licensor shall provide full access to the Premises during Licensor's regular operating hours. Licensee hereby acknowledges that the Premises is not separately demised from the remainder of the Building and access to the Premises shall be located through portions of the Building that are used by Licensor, affiliates of Licensor, and other tenants of the Building. Accordingly, Licensee hereby acknowledges and agrees that Licensee and its employees, agents, representatives and guests shall have no right to access any portion of the Building other than the Premises and those portions of the Building expressly provided in this Agreement, and in all events subject to the terms of this Agreement. Licensor shall have the right in Licensor's sole discretion to establish, amend and modify from time to time the normal business hours of the Building.

9. **ATM Business Hours:** Licensee agrees to keep the ATM open for business twenty four (24) hours per day, seven (7) days per week, unless directed otherwise by Licensor, except to the extent that it may be necessary that the ATM be closed (a) on account of balancing and supplying the ATM with appropriate cash reserves; (b) by order of any duly constituted authority; (c) for the purposes of making repairs or improvements, or (d) due to the direction by Licensor or other causes beyond Licensee's control, so long as Licensee shall make all reasonable efforts to keep such interruption or closure to a minimum.

10. **Subletting and Assignment:** Licensee shall not sublet the Premises either in whole or in part or assign this Agreement. Licensee shall have no right to mortgage or pledge its interest under this Agreement.

11. **Insurance:**

(a) Licensee, at Licensee's expense, shall carry and keep in full force and effect at all times during the Term of this Agreement for the protection of Licensor, Licensor's managing agent, any mortgagee and any other parties in interest designated from time to time by Licensor by written notice to Licensee, and Licensee, commercial general liability insurance including contractual liability insurance with limits of at least Two Million Dollars (\$2,000,000.00) in the aggregate, per location, and Two Million Dollars (\$2,000,000.00) for each occurrence of bodily or personal injury, death or property damage. Liability coverage provided for hereunder shall extend beyond the Premises to the Common Areas and, further, shall include contractual liability coverage insuring the indemnity provisions of this Agreement. Licensee shall, at Licensee's expense, carry and keep in full force and effect Workers Compensation insurance with statutory limits for the District of

Columbia and any other State/jurisdiction of operations and Employers Liability limits of \$1,000,000, with such required limits being achieved through primary and/or umbrella policy limits. Licensee, at Licensee's expense, shall further carry a policy of fire and extended coverage insurance, and property insurance on a "special peril" broad form coverage basis insuring the ATM, Licensee's trade fixtures, furnishings, equipment and all other items of personal property of Licensee located on or about the Premises, against loss or damage from vandalism and malicious mischief, in an amount equal to the full replacement costs thereof.

(b) Said commercial general liability and property damage insurance policies and any other insurance policies carried by Licensee with respect to the Premises and Common Areas accessible to Licensee shall (i) be issued in form reasonably acceptable to Licensor by insurance companies qualified to do business in the District of Columbia that have received an A or better (and be in a financial size category of class VII or higher) rating by the latest edition of A.M. Best's Insurance Rating Service and that are otherwise reasonably satisfactory to Licensor; (ii) designate as additional insureds, besides Licensee as named insured, Licensor, Licensor's current and former trustees, officers, directors, employees, students, invitees, guests or agents, any mortgagee and any other parties in interest from time to time designated in writing by notice from Licensor to Licensee (collectively, the "Additional Insureds"); (iii) be written as primary policy coverage and not contributing with or in excess of any coverage which Licensor may carry; (iv) provide for thirty (30) days' prior written notice to Licensor and any mortgagee of any cancellation or other expiration or material modification of such policy or any defaults thereunder; and (v) contain an express waiver of any right of subrogation by the insurance company against the Additional Insureds. Neither the issuance of any insurance policy required hereunder nor the minimum limits specified herein with respect to Licensee's insurance coverage shall be deemed to limit or restrict in any way Licensee's liability arising under or out of this Agreement. Prior to Licensee's entry onto the Building or the Premises, and as may be requested by Licensor during the Term, Licensee shall deliver to Licensor copies of all policies required to be carried by Licensee or, at Licensor's option, binders or certificates showing the same to be in full force and effect. Licensee shall obtain such additional amounts of insurance and additional types of coverage as Licensor may reasonably request from time to time. If Licensee fails to comply with any of the insurance requirements of this Agreement, Licensor may obtain such insurance, at Licensee's expense, and keep the same in effect, and Licensee shall pay Licensor as additional rent the premium cost thereof with the next installment of Monthly Rent otherwise due.

12. **Use:** Licensee shall use the Premises exclusively for installing, operating and maintaining an ATM and for no other purpose or purposes. Licensee shall, at its sole cost and expense, obtain and maintain in effect during the Term hereof, and shall comply with, all licenses, permits, consents and approvals required for the proper and lawful conduct of Licensee's business in the Premises. Licensee agrees to continuously operate the ATM on the Premises during the entire term of this Agreement, unless prevented from doing so because of a Force Majeure, and to conduct its business at all times in a reputable and lawful manner. Licensee shall, at its sole cost and expense, comply with all federal, state and local laws, rules, regulations, requirements, orders or directives of any government or quasi-government authority, agency, department, board, or court affecting Licensee's use, occupancy and activities conducted in the Premises. Licensee shall not suffer any act to be done or any condition to exist on the Premises or any part thereof or any article to be brought thereon, which may be dangerous unless safeguarded as required by law, or which may in law constitute a nuisance, public

or private, or which may make void or voidable any insurance then in force with respect thereto or shall make it impossible to obtain fire or other insurance thereon required to be furnished by Licensee hereunder. The Licensee will not use or permit the Premises or any part thereof to be used for any disorderly or extra hazardous purpose nor for any other purpose other than as expressly permitted by the terms of this Agreement. Licensor acknowledges that the ATM and the currency contained in the ATM are the property of Licensee and Licensor has no right, title or interest whatsoever in the ATM or its currency. Licensee is solely responsible for providing security against theft or damage of the ATM and the Premises and Licensor shall have no liability to the Licensee in the event of theft or damage. Licensee shall bear the risk of loss if the ATM or any currency contained in the ATM is stolen or otherwise lost or destroyed.

13. **Mechanic's Liens:** Licensee shall not permit any mechanic's, laborer's or materialman's statutory or similar lien (hereafter, collectively, "Mechanic's Liens") to be recorded against any part of the Building or the Premises or Licensee's interest in any part of the Premises. If any such Mechanic's Lien shall at any time be recorded against the Premises, Licensee, shall, within ten (10) days after notice thereof, cause such lien to be discharged. Subject to the foregoing provisions, if Licensee shall fail to cause such lien to be discharged or invalidated, then Licensor may cause such lien to be discharged, and in such event, Licensee, upon demand shall reimburse Licensor of any and all expenses incurred by Licensor to discharge such lien, Interest on such amount shall accrue at a rate of ten percent (10%) per annum from the date Licensor paid such expense until Licensee reimburses Licensor for the expense.

14. **Signage:** Licensee shall not install any signs on the Premises or the Building without obtaining the prior written consent of Licensor, which Licensor may withhold in its sole and absolute discretion.

15. **Force Majeure:** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection or other reason or a similar or dissimilar nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 15 shall not operate to excuse Licensee from prompt payment of the Monthly Rent or any other payments required by the terms of this Agreement.

16. **Condemnation:** If at any time during the term of this Agreement, the Premises or any part thereof (or Licensee's access thereto) shall be taken or condemned for public or quasi-public use or purpose by any competent authority, the term of this Agreement shall cease and terminate from the date of such governmental taking or condemnation, and neither Licensor nor Licensee shall have any claim against the other for the value of any unexpired term of this Agreement, nor shall Licensor have any claim against Licensee for any rent attributable to the balance of the term after such taking. Licensor agrees to provide Licensee a copy of any notice of condemnation or to inform Licensee of any oral notice of condemnation within five (5) business days after Licensor's receipt of such notice. All compensation awarded upon any governmental taking or condemnation shall belong to Licensor, and Licensee shall not be entitled to any such compensation provided however, that Licensee shall be entitled to submit a separate claim

for any personal property, loss of business, and/or relocation expenses provided that such award to Licensee does not reduce Licensor's award.

17. **Subordination:** Licensee hereby covenants and agrees that this Agreement is subject and subordinate to any Deed of Trust or other financing method that may now or hereafter affect the Premises, and to all renewals, modifications, consolidation, replacements, and extensions thereof. To evidence such subordination and in connection with such financing, Licensee shall execute any document relating to this paragraph including, but not limited to, standard form estoppel, attornment and subordination of lease certificates that Licensor may request, within five (5) business days after receipt of notice from Licensor of the required signature.

18. **Default:**

(a) It shall be a Licensee default ("Licensee Default") hereunder if Licensee (i) fails to pay any installment of Monthly Rent, additional rent or other sum due hereunder on the date the same is due and payable, or (ii) fails to perform or observe any of the other covenants, agreements or conditions of this Agreement to be kept and performed by Licensee under this Agreement, and such failure to perform or observe shall continue for a period of thirty (30) days following the date the Licensee receives written notice from Licensor, or (iii) abandons the Premises, or (iv) generally is not paying, or admits in writing its inability to pay, its debts as they become due, or files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy, receivership, for liquidation or to take advantage of any bankruptcy, insolvency, reorganization, moratorium or other similar law of any jurisdiction, or makes an assignment for the benefit of its creditors, or consents to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, or is adjudicated as insolvent or to be liquidated, or takes action for the purpose of any of the foregoing, any such bankruptcy, insolvency, receivership, reorganization or similar proceeding is filed against the Licensee and not dismissed within sixty (60) days, or (v) fails to comply with federal, state or other laws, rules and regulations applicable to Licensee, its use of the Premises, or its operation of the ATM.

(b) Upon the occurrence of a Licensee Default, Licensor shall have, in addition to every remedy available at law or in equity or as set forth elsewhere in this Agreement, the option to terminate this Agreement, and with or without process of law, expel and remove Licensee, or any other person or persons in occupancy from the Premises, together with their goods, chattels and other personal property, including, without limitation, the ATM, and store any such property in a public warehouse or elsewhere at the cost of and for the account of Licensee using such force as may be necessary in the judgment of Licensor or its agents in so doing, without being liable to any prosecution for said re-entry or the use of force, and repossess and enjoy said Premises together with all improvements, additions, alterations, equipment and fixtures thereon, and in addition to any other remedy it may have, Licensor may recover from Licensee all reasonable damages it may incur by such breach by Licensee. If Licensor shall institute proceedings against Licensee and a compromise or settlement thereof shall be made, then the same shall not constitute a waiver of the same or of any other covenant, condition or agreement set forth herein, nor of any of Licensor's rights hereunder or under the Agreement unless expressly agreed by Licensor and Licensee.



Neither the payment by Licensee of a lesser amount than the amount due for a payment of Monthly Rent or additional rent under the Agreement, nor any endorsement or statement on any check or letter accompanying a check for payment of rent or other sums payable hereunder or under the Agreement shall be deemed an accord and satisfaction under this Agreement. Licensor may accept the same without prejudice to Licensor's right to recover the balance of such rent or other sums or to pursue any other remedy. Notwithstanding any request or designation by Licensee, Licensor may apply any payment received from Licensee to any payment then due. No re-entry by Licensor, shall be considered an acceptance of a surrender of this Agreement.

(c) If Licensee defaults under the Agreement, Licensee hereby waives any right of redemption and hereby expressly waives any notice to cure or quit.

19. **Access:** Licensor shall provide Licensee (or its expressly authorized agents such as Licensee's maintenance contractor) with reasonable access to the Premises during the normal building hours for installation, maintenance and repair services (at Licensee's sole cost and expense), provided that Licensor shall have the right from time to time to designate the areas of the Building that shall be used by Licensee for such access to the Premises, and Licensee shall limit its access to such areas. Licensee agrees that it will allow the Licensor, its agents and employees, to enter the Premises at all reasonable times to show the Premises, to examine, inspect, or to protect the same or prevent damage or injury to the same, and to make such alterations and repairs as the Licensor may deem necessary. Licensor shall be permitted to take all materials into and upon said Premises that may be required for the repairs or alterations described above without the same constituting an eviction of Licensee in whole or in part, and the Monthly Rent shall in no way abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Licensee or otherwise.

20. **Damage:** All injury to the Premises or to the Building, caused by moving the property of Licensee into or out of the Building and all breakage done by Licensee, or Licensee's agents, servants, employees and visitors, shall be repaired by the Licensee, at its own expense. In the event that the Licensee shall fail to do so, then the Licensor shall have the right to make necessary repairs, alterations and replacements (structural, non-structural or otherwise), and any reasonable charge or cost so incurred by the Licensor shall be paid by the Licensee. The Licensor, at its option, may regard any such charges as additional rent, due and payable within ten (10) business days after notice of the same by Licensor to Licensee. This provision shall be construed as an additional remedy granted to the Licensor and not in limitation of any other rights and remedies which the Licensor has or may have in said circumstances.

21. **Liability of Licensor:**

(a) Licensor shall not be liable to Licensee, its employees, agents, contractors, business invitees, licensees, customers, clients, family members or guests for any damage, compensation or claim arising from the necessity of repairing any portion of the Premises or the Building, the interruption in the use of the Premises, accident or damage resulting from the use or operation (by Licensor, Licensee, or any other person or persons whatsoever) of elevators or heating, cooling, electrical or plumbing equipment or apparatus, or the termination of this Agreement by reason of the destruction of the Premises, or from any fire, robbery, theft, mysterious disappearance and/or any other casualty, or from any leakage in any part or portion of the Premises or the Building, or

from water, rain or snow that may leak into, or flow from, any part of the Premises or the Building, or from drains, pipes or plumbing work in the Building, or from any other cause whatsoever, or for any personal injury arising from the use, occupancy and condition of the Premises. Licensee shall not be entitled to any abatement or diminution of rent as a result of any of the foregoing occurrences, nor shall the same release Licensee from its obligations hereunder or constitute an eviction. Any goods, property or personal effects of Licensee, its employees, agents, contractors, business invitees, licensees, customers, clients, family members or guests, stored or placed in or about the Premises or Building shall be at their risk, and the Licensor shall not in any manner be held responsible therefor. The employees of the Licensor are prohibited from receiving any packages or other articles delivered to the Building by or for Licensee, and if any such employee receives any such package or articles, such employee shall be the agent of the Licensee for such purposes and not of the Licensor. Licensee acknowledges that Licensor will not carry insurance on Licensee's furniture, furnishings, fixtures, equipment and/or improvements in or to the Premises. Licensee shall look to its business income and property damage insurance policies, and not to Licensor or its agents or employees, for reimbursement for any damages or losses incurred as a result of any of the foregoing occurrences, and that said policies must contain waiver of subrogation clauses. In no event shall Licensor be liable to Licensee or any other person for consequential, special or punitive damages, including without limitation lost profits. Licensor shall not be responsible or liable to the Licensee for any loss or damage that may occur by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Premises or any part of the Building of which the Premises are a part.

(b) Licensee hereby agrees to indemnify and hold Licensor harmless from and against any cost, damage, claim, liability or expense (including attorney's fees) incurred by or claimed against Licensor, directly or indirectly, which is occasioned by or results from any default hereunder or any willful or negligent act or omission on the part of Licensee, its agents, employees, contractors, invitees, licensees, customers, clients, family members and guests, or as a result of or in any way arising from Licensee's use and occupancy of the Premises or in any other manner which relates to the business of Licensee. Licensee's liability under this Agreement extends to the acts and omissions of any subtenant of Licensee and any agent, employee, contractor, invitee, licensee, customer, client, family member and guest of any such subtenant.

22. **Successors:** It is agreed that all rights, remedies and liabilities herein given to or imposed upon Licensee, shall upon Licensor's approval, extend to Licensee's heirs, executors, administrators, successors, and assigns.

23. **Holding Over:** In the event that Licensee shall not immediately surrender the Premises on the date of expiration of the Term hereof, Licensee shall, by virtue of the provisions hereof, become a tenant by the month. In such event Licensee shall be required to pay each month of such hold-over tenancy thrice the Monthly Rent in effect during the last month of the Term of this Agreement. Such monthly tenancy shall commence with the first day following the expiration of the Term of this Agreement. Except as otherwise provided above with respect to the payment of Rent, Licensee shall, as a monthly tenant, be subject to all of the terms, conditions, covenants and agreements of this Agreement. Licensee shall give Licensor at least ninety (90) days' written notice of any intention to quit the Premises, and Licensee shall be entitled to sixty (60) days' written

notice to quit the Premises; provided, however, that if Licensee is in default hereunder, Licensee shall not be entitled to any notice to quit, the usual sixty (60) days' notice to quit being hereby expressly waived. Notwithstanding the foregoing provisions of this Section 23, in the event that Licensee shall hold over after the expiration of the Term of this Agreement, and if Licensor shall desire to regain possession of the Premises promptly at the expiration of the Term of this Agreement, then at any time prior to Licensor's acceptance of rent from Licensee as a monthly tenant hereunder, Licensor, at its option, may forthwith reenter and take possession of the Premises without process, or by any legal process in force in the District of Columbia.

24. **Utilities and Services:** During the Term Licensor shall provide gas, water, sewer, electricity, and heating, ventilating and air conditioning and telephone and data connections to the Premises at no additional cost to Licensee, provided that Licensee's use of the same is consistent with office use of the Premises, as determined by Licensor in its reasonable discretion. Licensee shall reimburse Licensor for any costs associated with Licensee's usage of any such utilities, as reasonably determined by Licensor, should the Premises become separately metered or monitored. Licensor shall not be liable to Licensee for any interruption in the provision of any such utility services to the Premises. Licensor shall not be liable to Licensee for damages or otherwise (i) if electrical service or data service shall become unavailable from any public utility company, public authority or any other person or entity supplying or distributing such service; or (ii) for any interruption in electrical or data service caused by the making of any necessary repairs or improvements or by any cause beyond Licensor's control, and the same shall not constitute a default, termination or an eviction. During the Term, Licensee is responsible for daily trash removal and recycling collection and periodic (as reasonably determined by Licensor) cleaning of the floors; provided that Licensee shall be responsible to deposit all trash and recycling in the area(s) or receptacle(s) set aside for such purpose by Licensor and shall otherwise comply with the reasonable rules and regulations of Licensor regarding the same.

25. **Early Access; Move-in:** Any access by Licensee to the Building or the Premises prior to the Commencement Date shall be subject to the prior written approval of Licensor (which may be withheld in Licensor's sole and absolute discretion), and confirmation that the required insurance coverage has been obtained by Licensee, and shall be upon all of the terms of this Agreement, except that Licensee shall not be liable to pay any installment of Monthly Rent with respect to any such period occurring prior to the Commencement Date. Licensee agrees and acknowledges that Licensor or an employee or agent of Licensor shall supervise Licensee during Licensee's move-in to the Premises. Within ten (10) days of Licensee's receipt of an invoice from Licensor, Licensee shall reimburse Licensor for any and all reasonable overtime expenses incurred by Licensor for providing such supervision.

26. **Rules and Regulations:** Licensee agrees to comply with and observe all rules and regulations applicable to the operation, maintenance and servicing of an ATM. Licensee's failure to observe said rules and regulations shall constitute a breach of the terms of this Agreement in the same manner as if the same were contained herein as covenants of the Licensee.

27. **Quiet Enjoyment:** Licensor covenants and agrees that Licensee, upon paying the rent and all other charges provided for herein and upon observing and keeping all of the covenants,

agreements, and provisions of this Agreement on its part to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Agreement, without hindrance and molestation by or from anyone claiming by, through or under Licensor.

28. **Authority:** Licensee hereby represents and warrants that each individual executing this Agreement on behalf of Licensee is duly authorized to execute and deliver this Agreement and that Licensee is a duly organized entity under the laws of the state of its formation, is qualified to do business in the District of Columbia, is in good standing under the laws of the state of its formation and the laws of the District of Columbia, and has the power and authority to enter into this Agreement, and that all action requisite to authorize Licensee to enter into this Agreement has been duly taken.

29. **Governing Law:** This Agreement shall be governed by the laws of the District of Columbia, without regard to the application of choice of law principles. There shall be no presumption that this Agreement be construed more strictly against either Party (it being agreed that the Parties hereto have participated in the preparation of this Agreement and that each Party had the opportunity to consult legal counsel before the execution of this Agreement).

30. **Anti-Deficiency Act:** The Parties acknowledge and agree that Licensor's obligations to fulfill financial obligations of any kind under this Agreement shall remain subject to the provisions of: (a) The federal Anti-Deficiency Act, 31 U.S.C. 1341, 1342, 1349, and 1351; (b) The District of Columbia Anti-Deficiency Act, D.C. Official Code; (c) D.C. Official Code 47-105; and (d) D.C. Official Code 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

31. **Amendments:** This Agreement may be modified or changed by a writing signed by both Parties.

32. **Notices:** Any or all notices or demands by or from Licensor to Licensee, or Licensee to Licensor, shall be in writing and shall be deemed given upon (a) personal delivery to the addressee, (b) three (3) days after deposit into United States mail, postage prepaid, certified mail, return receipt requested, and (c) one day after delivery to United States Postal Service Express Mail or similar overnight delivery service. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as follows:

To Licensor:  
University of the District of Columbia  
ATTN: Real Estate Division  
4200 Connecticut Avenue, NW  
Building 39, Suite C-01  
Washington, DC 20008

To Licensee:  
C. Denise Witcher Sessoms, Ed.D.

Board Chair  
District of Columbia Teachers' Federal Credit Union  
5656 3rd Street, NE  
Washington, DC 20011

With copies to:

Curtis A. Boykin, Esquire  
Douglas & Boykin PLLC  
1850 M Street, NW  
Suite 640  
Washington, DC 20036

33. **Attorney Fees:** In the event there is any legal action or proceeding between Licensor and Licensee to enforce any provision of this Agreement or to protect or establish any right or remedy of either Licensor or Licensee hereunder, the unsuccessful party to such action or proceeding will pay to the prevailing party all actual costs and expenses, including reasonable attorneys' fees at all tribunal levels incurred by such prevailing party in such action or proceeding and in any appearance in connection therewith, and if such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees will be determined by the court handling the proceeding and will be included in and as a part of such judgment.

34. **Partial Invalidity:** The invalidity of any part of this Agreement shall not affect the remaining terms and conditions of the Agreement, which shall remain in full force and effect. In the event any article, section or portion of this Agreement is held to be invalid and unenforceable by reason of any existing or subsequently enacted law or by decree of any court or other authority of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the decision; and upon issuance of such law or decision, the Parties agree to immediately negotiate a substitute for the invalidated article, section or portion thereof to the extent possible.

35. **Waiver:** The failure of Licensor to insist on any one or more cases upon the strict performance or observance of any of the covenants, agreement or conditions of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future performance, observance or exercise of such covenant, agreement, condition or option. No waiver of any default hereunder shall be implied from any omission by Licensor to take any action on account of such default or to declare a forfeiture if such default persists or is repeated, and no condition or covenant shall be deemed waived by Licensor unless such waiver be in writing signed by Licensor. The acceptance by Licensor of Monthly Rent with knowledge of the breach of any of the covenants or conditions of this Agreement by Licensee shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term or condition of this Agreement by Licensor shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

36. **Relationship of Parties:** Nothing contained herein shall be deemed or construed by the parties hereto, nor a third party, as creating a relationship between the parties, other than the relationship of Licensor and Licensee.

37. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original.

38. **Entire Agreement:** This Agreement contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing and executed by the parties hereto.

*[signatures appear on following page]*

**IN WITNESS WHEREOF**, Licensor and Licensee have executed this Agreement or have caused this Agreement to be executed under seal on the date and year first above written.

**WITNESS**

By: \_\_\_\_\_  
Name:  
Title:

**LICENSOR: UNIVERSITY OF THE DISTRICT OF COLUMBIA**

By: \_\_\_\_\_  
Name: Ronald Mason, Jr.  
Title: President

**WITNESS**

By: \_\_\_\_\_  
Name:  
Title:

**LICENSEE: D.C. TEACHERS FEDERAL CREDIT UNION**

By: \_\_\_\_\_  
Name:  
Title:

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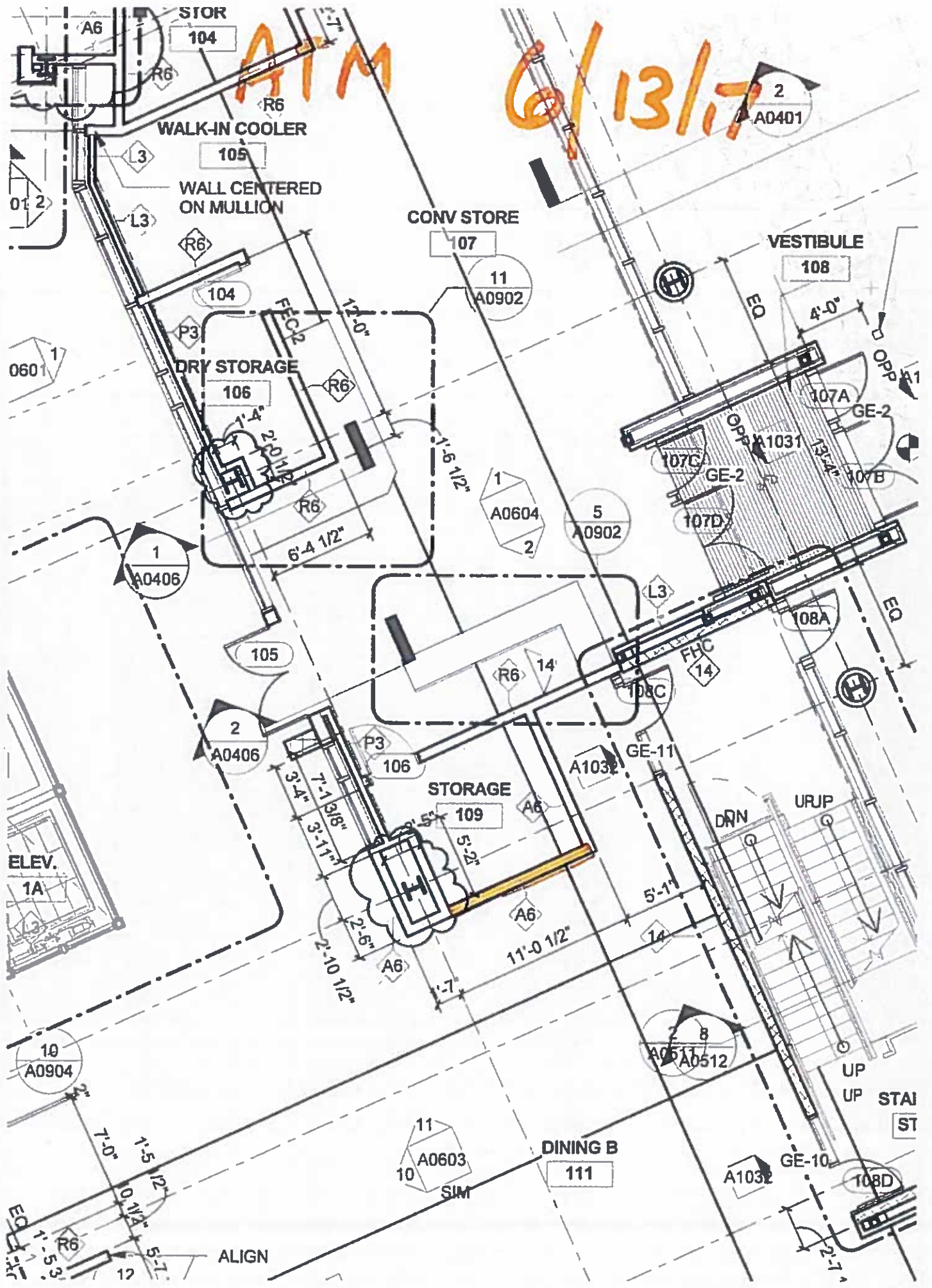


**Exhibit A**

**Premises**

The Premises shall be in the interior space, B05A, of eighty four square feet located nearest the ground floor entrance of Building 56

6/13/17 2  
A0401

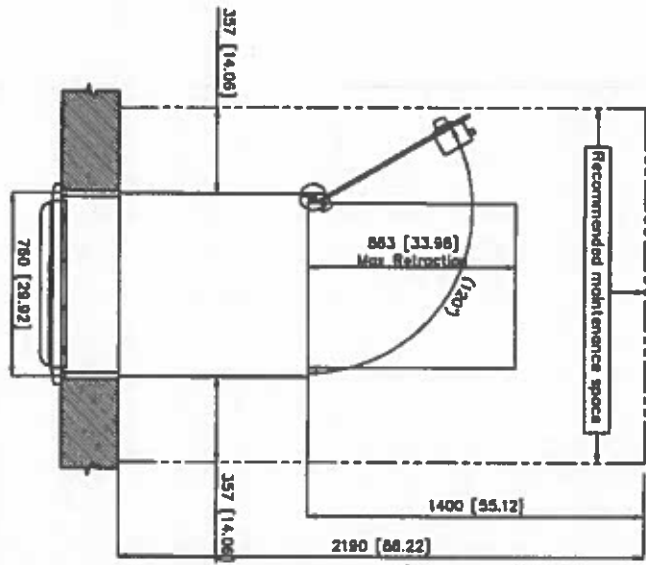


ELEV.  
1A

ALIGN

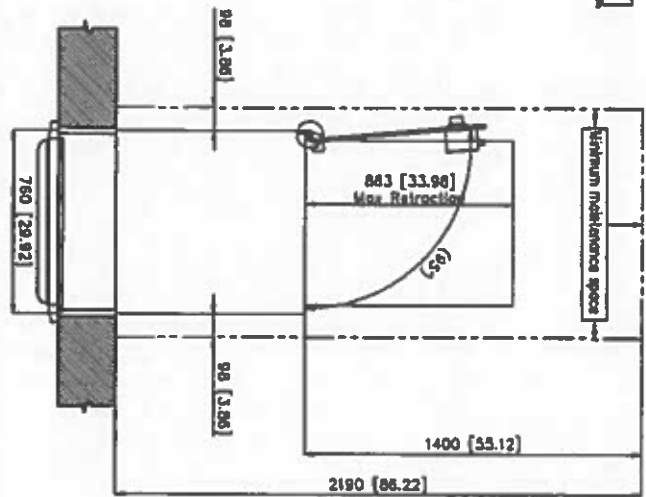
# \* Right Handle\_Normal Collar

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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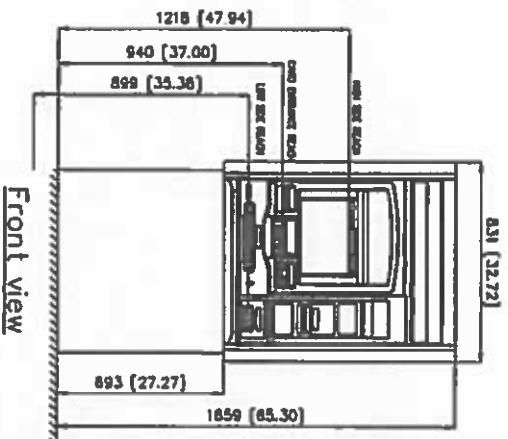
= 7'-2"

DIM: mm [inch]

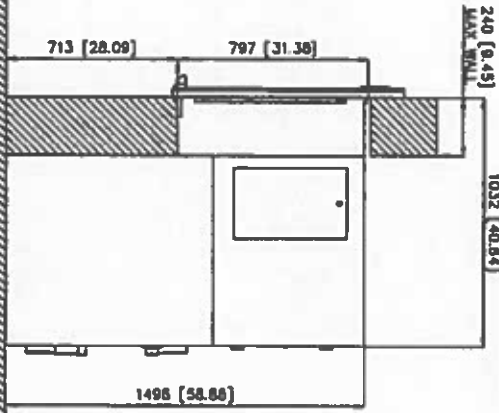


Plane cross-sectional view (RECOMMEND)

Minimum maintenance space



Front view

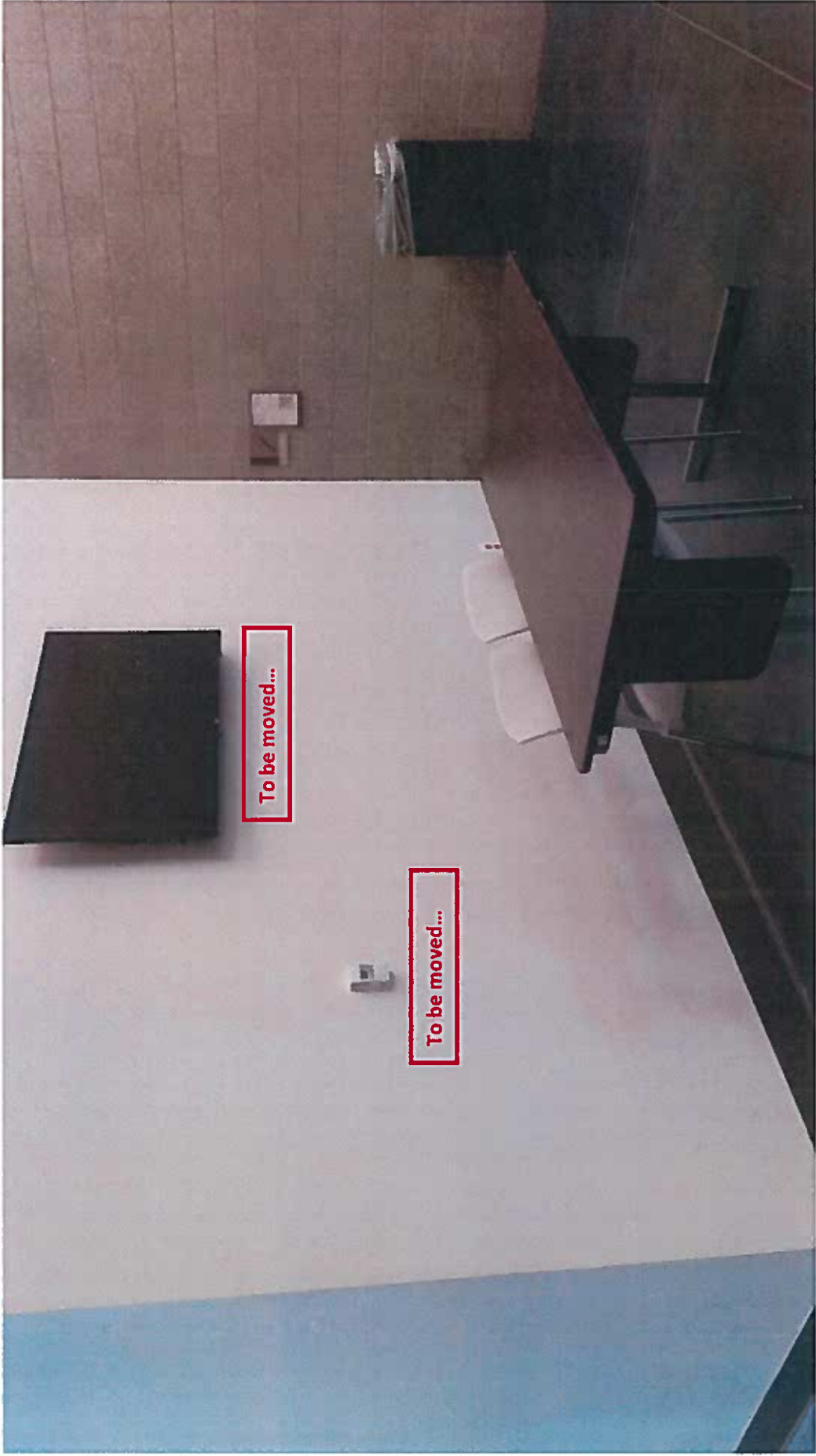


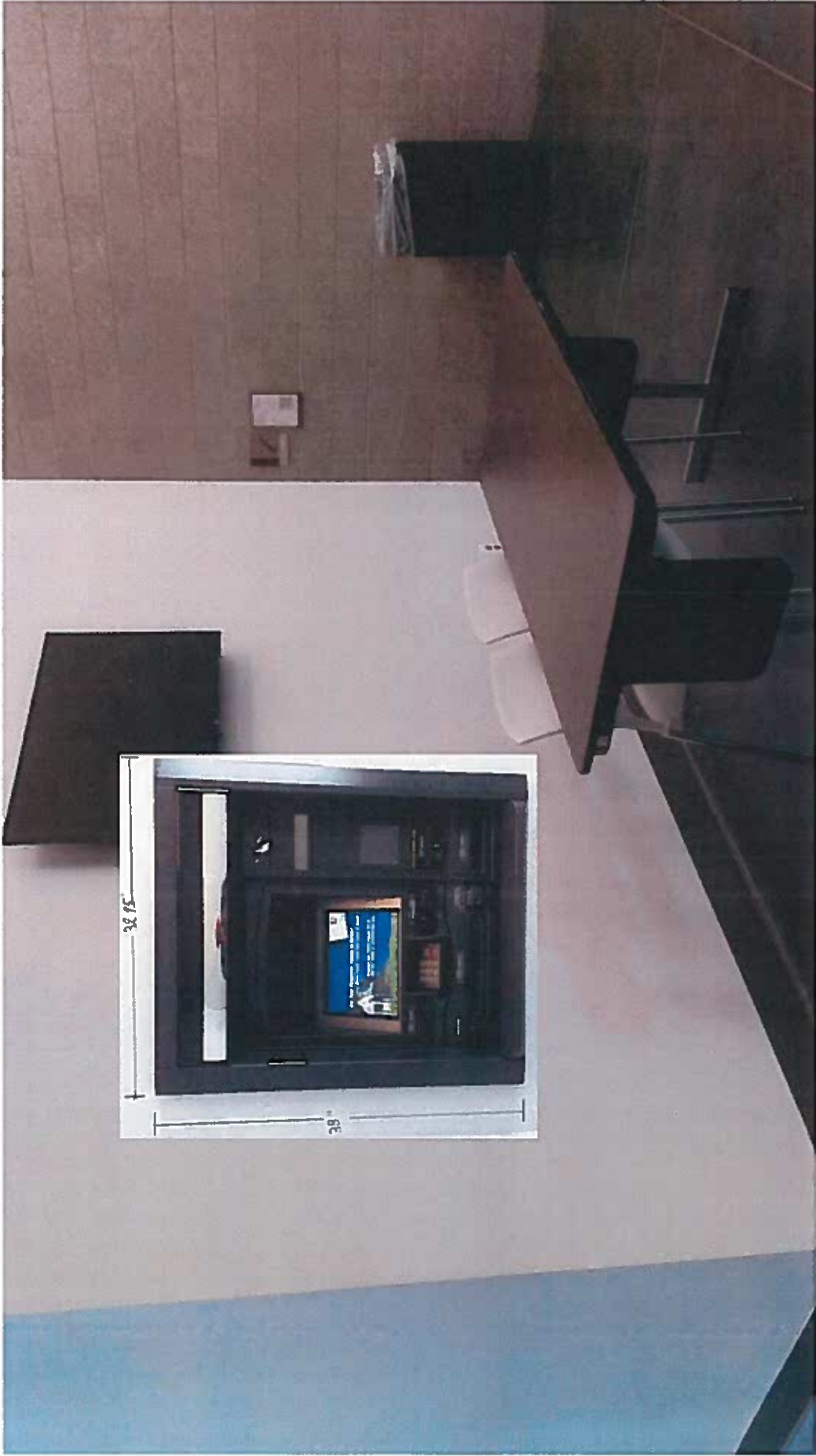
Side cross-sectional view

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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UDC Student Union ATM Location





**For Illustration only!  
NOT TO SCALE!**

32.75"

38"



**FISCAL IMPACT STATEMENT**

**TO:** The Board of Trustees  
**FROM:** Office of the Chief Financial Officer  
**DATE:** April 17, 2018  
**SUBJECT:** District of Columbia Teachers Federal Credit Union

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**Conclusion**

The District of Columbia Teachers Federal Credit Union ("DCTFCU") and the University of the District of Columbia (the "University") have proposed to enter into a license agreement (the "Agreement") which will not have a negative financial impact to the University.

**Background**

DCTFCU opened its branch office on the University's campus in 1984. Even when the office relocated from the campus, DCTFCU has continuously committed to offer quality banking services to the University's community of students, faculty, and staff. DCTFCU and the University have committed to preserve such a relationship by extending its banking service in the form of an Automated Teller Machine (ATM). The ATM is to be located in a public area of Building 56, also known as the Student Center.

The University's Agreement proposes a one (1) year base with five (5) one (1) year options. The Agreement may therefore expire six (6) years from the commencement date.



### **Fiscal Impact**

DCTFCU will have access to an 84 square feet space. The face of the ATM will be placed in a wall separating the Premises from the building's public areas. Customers may directly walk up to the face of the machine from the public area. In exchange the University will collect an annual payment from DCTFCU in the amounts described below:

1. The rental rate during the base year and first option year will be Forty Dollars (\$40) per square foot for an annualized rate of Three Thousand Three Hundred Sixty Dollars (\$3,360.00) or a monthly rate of Two Hundred Eighty Dollars (\$280).
2. For the second, third, fourth, and fifth option years, the rent will be increased by a three percent (3%) escalation rate for each additional option year.

The annual rent payments are listed in the table below:

<b>Option Year</b>	<b>Total Annual Contribution</b>
Base Year 1	\$3,360.00
Option Year 1	\$3,360.00
Option Year 2	\$3,460.80
Option Year 3	\$3,564.96
Option Year 4	\$3,671.64
Option Year 5	\$3,781.68

**MEMORANDUM**

**TO:** Troy Lemaile-Stovall, Chief Operating Officer

**FROM:** Erik Thompson, Vice President

**DATE:** May 30, 2018

**SUBJECT:** District of Columbia Teachers Federal Credit Union

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The District of Columbia Teachers Federal Credit Union ("DCTFCU") and the University of the District of Columbia (the "University") have partnered to offer banking services in the form of an Automated Teller Machine (ATM). The ATM will be accessible from the public area within Building 56, also known as the Student Center. At its own expense, DCTFCU will install, secure, and maintain the ATM which is to be located on the ground floor of the Student Center. The University's Capital Construction team will review planning information, authorize final documentation, and oversee the ATM's installation process.

The University is entering a license agreement with the following:

**Key Terms**

1. The premises provided to DCTFCU will be a 84 square foot space;
2. The customer interface with the ATM will be accessible from the building's public area;
3. The technical/service side of the ATM will only be accessible from within the premises;
4. The term of the license is one (1) base year with five (5) one (1) year options.

**Financial Details**

5. The rental rate during the base year and first option year will be Forty Dollars (\$40) per square foot;
6. In the second, third, fourth, and fifth option years, the rent will be increased by a three percent (3%) escalation rate per each additional year.

**Operational Details**

7. DCTFCU will be fully responsible for maintaining and granting access to the premises. The premises are intended to be accessible to either DCTFCU staff; their technical support team or authorized armored personnel.
8. The University is anticipated to access the premises to show, examine, inspect, protect, prevent damage, and make alterations and repair.
9. The ATM will be available for use to anyone accessing the Student Center during building operating hours.

If you have questions or need additional information, feel free to contact my office at your convenience.