

**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
REAL ESTATE PERMIT**

PERMIT PCN

THIS REAL ESTATE PERMIT (hereinafter “**Permit**”) is made and entered into as of the date executed below (hereinafter “**Effective Date**”) by the **WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY** (hereinafter “**WMATA**”), an interstate compact agency organized pursuant to Public Law 89-774, 80 Stat. 1324; Maryland Acts of General Assembly, Chapter 869-1965; Virginia Acts of Assembly, Chapter 2-1966; and Resolution of D.C. Board of Commissioners adopted November 15, 1966, with principal offices at 300 Seventh Street, SW, Washington, DC 20024 and _____ with principal offices at _____, (hereinafter “**Permittee**”). Permittee and WMATA are sometimes referred to herein jointly as the “**Parties**” or individually as a “**Party**.”

WITNESSETH:

RECITAL 1: Permittee is _____ in _____, Maryland (hereinafter “**Project**” or “**Project Work**”).

RECITAL 2: Permittee requested permission from WMATA to conduct _____ Project Work (hereinafter “**Permitted Premises**”), as shown on **Exhibit A**, attached hereto and made a part hereof, and will be performing Project Work within WMATA’s Zone of Influence as defined in WMATA’s *Adjacent Construction Project Manual* (hereinafter the “**ACPM**”) as further described in **Section 5.2** below.

RECITAL 3: WMATA agreed to allow Permittee and its contractor(s), subcontractor(s) and consultant(s) (hereinafter “**Contractor**” and collectively with the Permittee, the “**Permitted Parties**” or individually a “**Permitted Party**”) the right and privilege to enter upon and use the Permitted Premises to perform the work described in **Section 3** below upon the terms and conditions specifically set forth in this Permit.

NOW, THEREFORE, in consideration of the sum of Three Thousand Five Hundred Dollars (\$3,500.00) and the mutual covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **WMATA Staff**
All references in this Permit to the assigned WMATA Construction Engineer or Construction Manager refer to:

Construction Engineer: Umesh Niroula 202-384-3109 C

Construction Manager: Habib Habibullah 202-680-2992 C
2. **Description of Permitted Premises.**
The Permitted Premises are located in Section A15 between Station Markers ± 50 to ± 00 as more fully shown on Exhibit A.
3. **Use of Permitted Premises.**
In the event the terms and conditions of this **Section 3** conflict with any terms and conditions

of **Section 5** herein, the terms and conditions of **Section 3** shall control. In accordance with the terms and conditions of this Permit, WMATA grants unto Permitted Parties the right to access only the Permitted Premises and undertake only the Project Work that is listed in Section 3 herein for the following purposes and under the following conditions:

Paragraph summarizing of all Project Work (can match summary stated in Recital 2 on page 1)

3.1. Pre-Construction Project Work

3.2. Project Construction Work

Permittee may require a change in Project Work hours during the Permit Term. If WMATA is able to agree to those changes, WMATA will send written approval of that change and then Permittee may proceed with the change.

WMATA may change Project Work hours that differ from the requirements in Section 5 herein,

3.3. Post Construction Project Work

3.3.1. Permittee will conduct a final walk-through of the Permitted Premises to review all Project Work with WMATA and agrees to repair or replace any facilities not properly completed in accordance with any approved plans or WMATA specifications as determined in the final walk-through.

4. Permitted Access.

This Permit allows Permitted Parties and others acting on behalf of Permitted Parties to enter onto the Permitted Premises in accordance with the terms and conditions contained herein and for no other purpose.

5. Conditions on Use.

5.1. This Permit may only be exercised by Permitted Parties in accordance with Permittee's construction plans as accepted by WMATA (hereinafter "**Accepted Plans**").

5.2. All work shall be planned and performed in accordance with the requirements of WMATA's *Adjacent Construction Project Manual, Rev.6*, or as further revised from time to time by WMATA's Office of Joint Development and Adjacent Construction (hereinafter "**JDAC**"). If certain requirements listed as terms and conditions in this Permit differ from those in the ACPM, Permittee shall immediately contact the assigned WMATA Construction Engineer in writing for written clarification. The ACPM may be found at: <https://www.wmata.com/about/business/adjacent-construction/index.cfm>

- 5.3. No changes may be made to the Accepted Plans without the prior written approval of the assigned WMATA Construction Engineer.
- 5.4. WMATA's review and acceptance of the Accepted Plans is solely for WMATA's own purposes and benefit, does not constitute review or approval for any other purpose or for Permitted Parties' or any third party's benefit, and may not be relied on for any such other purpose or benefit. WMATA accepts no liability and waives none of its rights under this Permit solely by reason of its acceptance of any drawings or specifications, including the Accepted Plans.
- 5.5. Permitted Parties shall contact WMATA's Construction Manager of JDAC, as defined in **Section 1** herein, to schedule a pre-construction and pre-activity meeting. This request shall be made at least ten (10) business days prior to any planned start of work on the Permitted Premises. At this meeting, Construction Manager will designate WMATA's Construction Inspection Facilitator and provide Permitted Parties with the requisite contact information for the Construction Inspection Facilitator.
- 5.6. Upon written approval from WMATA, Permitted Parties may conduct the necessary exploration or tests to determine the location of WMATA's existing facilities.
- 5.7. Swinging a crane and suspended loads over WMATA property or facilities is strictly prohibited except with WMATA's written approval.
- 5.8. Access to WMATA Right-of-Way and Facilities.
 - 5.8.1. When support functions for electrical power outages are required, the assigned WMATA Construction Engineer must be contacted at least sixty (60) calendar days prior to the requested start of the respective Project Work. The JDAC Support Request form(s) must be submitted to JDAC a minimum of thirty (30) calendar days preceding the WMATA Operating Week, which begins Saturday morning at 00:01 A.M., to allow WMATA sufficient advance notice to schedule personnel and equipment and to adjust WMATA operations and maintenance to accommodate Permittee's request insofar as possible. No JDAC Support Request form will be accepted without a previously approved Site Specific Work Plan (hereinafter "**SSWP**").
 - 5.8.2. When non-electrical power support functions are required, WMATA's Construction Manager must be contacted at least fourteen (14) calendar days prior to the requested start of the respective work and the completed JDAC Support Request form(s) must be submitted to JDAC. Additionally, the SSWP must be submitted to the assigned WMATA Construction Engineer a minimum of sixty (60) calendar days before the requested work start date to allow sufficient time to obtain the requisite approvals.
 - 5.8.3. Permittee acknowledges that WMATA's operational needs take precedence and have priority over any third-party request to access WMATA's Right-of-Way or other facilities. WMATA reserves the unconditional right to

reschedule Permittee's access rights, as previously approved in writing, without recourse by Permittee or any liability to WMATA.

- 5.9.** All work within WMATA tracks or within twenty-five (25) feet of WMATA's tracks that require the utilization of cranes and other heavy equipment that might potentially foul the tracks must be done during a work window within WMATA's non-revenue hours. Currently the effective work windows after reflecting WMATA operations requirements, power outage and work zone set-up times are approximately:

5.9.1. Sunday Night – Thursday Night 12:00 a.m. – 4:30 a.m.

5.9.2. Friday Night – Saturday Night 2:00 a.m. – 6:00 a.m.

This work window is subject to change by WMATA, at its sole discretion, to reflect WMATA's operating requirements. Work in this location may require a "red tag" power outage or "Supervisory" power outage as determined by the assigned WMATA Construction Engineer who must be contacted at least sixty (60) calendar days prior to the requested start date to coordinate the power outage and escort(s) (see **Subsection 5.8.1** above).

- 5.10.** During pre-construction surveys and construction inspections, WMATA escorts from Metrorail Operations will be required and power outages may be required. The JDAC Support Request form(s) must be submitted by Permitted Parties (see **Subsections 5.8.1** and **5.8.2** above). WMATA reserves the right to charge Permitted Parties additional fees for such escorts. Permittee shall be jointly and severally liable to WMATA for any such fees.
- 5.11.** WMATA requires that all persons working within twenty-five (25) feet of WMATA's operating track undergo WMATA Roadway Worker Protection Training (hereinafter "**RWPT**"). WMATA requires that all work under this Permit be performed by persons possessing a Metro JDAC Badge (hereinafter "**JDAC Badge**"). For further information, contact JDAC Construction Engineer.
- 5.12.** Permitted Parties shall monitor or cause to be monitored the Metrorail structures and tracks during any construction or installation within WMATA's Zone of Influence, proximate to WMATA structures and interests, as that term is further defined and explained in WMATA's ACPM. Monitoring and contingency plans must be approved by WMATA in writing prior to the start of the work. Monitoring plans must include threshold values and survey control data. Monitoring reports shall be submitted to WMATA in accordance with the ACPM.
- 5.13.** Construction fencing (wooden or chain link) shall be installed at the boundary of the Permitted Premises in and around public access. Details of all construction fencing shall be submitted to WMATA for its review and acceptance. WMATA must review type of materials, height of fence, and materials that withstand winds as determined by WMATA on a case by case Project basis.

Requests to place banners/screening on fences must be approved in advance by WMATA.

- 5.14. Temporary sidewalks or pedestrian ways which will be in use more than ten (10) calendar days shall be constructed of four (4) inch-thick Portland cement concrete or four (4) inches of asphaltic concrete placed and finished by a machine.
- 5.15. All utilities and structures must be located by Permitted Parties in advance of Project Work by using WMATA's As-Built Drawings and by Miss Utility and a private utility locating company. WMATA property must be protected from any damage. Permitted Parties are hereby informed that WMATA's As-Built Drawings may not reflect current site conditions and WMATA will not be responsible for any damage caused by such inaccuracies. Any excavation in the vicinity of any WMATA or any power company power feeders to the Metrorail system or other underground utilities within the Permitted Premises shall be approved in advance by WMATA and through hand excavation or another WMATA approved method, **and if required, with a WMATA escort present.**
- 5.16. Permitted Parties accept the Permitted Premises and adjacent areas in an "as is" condition, including any possible concrete over-pours, sheeting and shoring which remain in place, inaccurate location of utilities or portions of the facilities and similar conditions. It shall be Permitted Parties' responsibility to verify the actual location of existing facilities, structures, and utilities on the Permitted Premises and Permitted Parties shall perform a pre-construction survey and provide WMATA with a copy. Permitted Parties agree that the existence of any unknown or inaccurately portrayed facility will not be the subject of a claim against WMATA.
- 5.17. Flammable liquids shall not be stored within twenty-five (25) feet horizontally or vertically, regardless of topographic or man-made barriers, of WMATA underground facilities, except in the tanks of automobiles. If a flammable liquid storage container of any kind is to be installed between twenty-five (25) and one hundred (100) feet of WMATA underground facilities, protective encasement of the storage container will be required in accordance with NFPA STD 130. Existing underground tanks located within one hundred (100) feet of WMATA facilities and scheduled to be abandoned are to be disposed of in accordance with Appendix C of NFPA STD 130.
- 5.18. WMATA reserves the right to inspect the Permitted Premises at any time. Additionally, WMATA reserves the right to inspect, at reasonable times, the Project and Permittee's activities for conformance with the Accepted Plans and safety requirements to ensure that WMATA's interests and operations are not impeded at any time. WMATA's designated representative(s) shall have full access to the Permitted Premises and the Project for the purpose of determining the safety of the work and the impact on WMATA operations, and such person(s) shall have the absolute authority to stop all work if, in WMATA's sole opinion, work is being done in a manner that is unsafe for WMATA operations, the work is not in full compliance with the Accepted Plans, or is interfering with efficient WMATA operations.

5.19. Permitted Parties shall maintain “as-built” records during construction of the improvements under this Permit. Construction impacts to the Permitted Premises shall be documented in the as-built records in accordance with the ACPM and upon completion of construction, Permitted Parties shall provide WMATA with “as-built” records as follows:

5.19.1. As-built files in PDF (portable document format) and DWG (AutoCAD) format in accordance with the requirements of WMATA’s *Adjacent Construction Project Manual* and shall be uploaded in Project Procure Contractor Folder.

5.19.2. Overlay of as-built documentation onto WMATA’s as-built file(s) and engineering sections in WMATA’s contract plans which are impacted by proposed modifications are to be updated.

5.20. Permittee shall not be released from this Permit until:

5.20.1. WMATA issues a final written notice accepting the restored Permitted Premises and acknowledging no damage to WMATA property.

5.20.2. All financial obligations to WMATA have been paid.

5.21. Smoking is prohibited on WMATA property at all times.

6. Permit Term.

This Permit commences on the Effective Date which is the date executed by WMATA below and terminates on (hereinafter “**Term**”) unless terminated as provided in **Sections 10** or **11** below.

7. Extension Option.

The Parties may mutually agree in writing to extend the Term of this Permit. Permittee shall request an extension of the Term in writing no later than thirty (30) calendar days prior to the expiration of the Term. WMATA’s decision to grant or not grant an extension shall be in WMATA’s sole and absolute discretion. The cost for a permit extension is \$500.00 payable to WMATA when Permittee submits the extension request. Permittee shall pay WMATA \$1,000 for any new permit required, if 30 day notice is not provided to WMATA or this Permit expires prior to notification by Permittee of its intent to remain on the Permitted Premises.

8. Payment by Permittee.

In consideration of the permission granted by WMATA to Permittee hereunder, Permittee has paid WMATA a non-refundable fee of Three Thousand Five Hundred Dollars (\$3,500.00) (hereinafter “**Permit Fee**”).

9. Assignment.

This Permit is not assignable or transferable by Permittee in any way. The rights, privileges, duties and obligations extended to or assumed by Permittee are personal to Permittee, its officers, employees, agents and contractors only.

10. Suspension/Termination.

- 10.1.** WMATA may suspend this Permit, in whole or in part, at its sole option and discretion at any time, if any condition created by Permitted Parties on or about the Permitted Premises threatens the safety or security of the Permitted Premises, any WMATA operation or function, or the public, or is in violation of any applicable laws, rules, regulations, policies, instructions or directions, whether federal, state or local, relating to this Permit and/or any Permitted Party's work hereunder. If Permitted Parties do not correct the condition which serves as the basis for WMATA's suspension decision within ten (10) calendar days following receipt of written notice of such condition from WMATA, then WMATA may terminate this Permit, in whole or in part, by notice to Permittee without any further opportunity to cure such condition.
- 10.2.** This Permit may be terminated or revoked by WMATA, in whole or in part, at its sole option and discretion, at any time, if deemed necessary by WMATA for purposes of safety, security, operational necessity or any overriding public requirement.
- 10.3.** This Permit may be terminated at any time by Permittee by providing ten (10) calendar days prior written notice to WMATA. All obligations and liabilities of Permittee shall survive the termination of this Permit.
- 10.4.** Upon termination or earlier revocation of this Permit, all Permitted Parties shall remove their equipment and restore the Permitted Premises in accordance with **Section 15** below. All obligations and liabilities of Permitted Parties under this Permit shall survive the termination of this Permit pursuant to this **Section 10** or the expiration of the Permit pursuant to **Sections 6** and **7** above, as applicable.

11. Default/Termination.

Permittee shall be deemed to be in default of this Permit if any Permitted Party shall fail to observe or perform any of the provisions, covenants, conditions, or agreements contained herein and such failure shall continue for a period of ten (10) calendar days after written notice is given by WMATA (hereinafter "**Event of Default**"). If an Event of Default shall have occurred and be continuing, WMATA, at its option, may at once, or at any time thereafter, terminate this Permit by written notice to Permittee, whereupon this Permit shall end and all rights of Permitted Parties hereunder, but not their liabilities, shall expire and terminate. Upon such termination by WMATA, and without in any way limiting the remedies available to WMATA at law, in equity, or under the terms of this Permit, Permittee shall at once remove all Permitted Parties, their persons and equipment from the Permitted Premises, and restore the Permitted Premises in accordance with **Section 15** below. WMATA may enter into or repossess the Permitted Premises either by force, by summary proceeding or otherwise. WMATA shall have no liability by reason of any such re-entry, repossession, or removal. Nothing in this **Section 11** shall be deemed to limit in any way WMATA's independent right under **Section 10** above to suspend or terminate this Permit.

12. Conduct of Work.

In the conduct of work undertaken herein, Permitted Parties shall require all parties working on the Permitted Premises to exercise all normal and reasonable safety precautions.

Permitted Parties shall maintain the Permitted Premises in a clean and presentable manner.

13. Employee and Public Safety.

Permittee acknowledges that WMATA is in the business of providing public transportation and that employee and public safety are paramount. Barricades, fences, signs, lanterns, and other suitable devices necessary for employee and public safety shall be provided and adequately maintained by Permitted Parties at their sole cost and expense.

14. Security.

Permitted Parties shall maintain the security of the Permitted Premises to the satisfaction of WMATA during the entire period of use and occupancy under this Permit.

15. Restoration.

Upon completion of all activities or the expiration or termination of this Permit, whichever occurs first, Permitted Parties shall remove all of its equipment and restore the Permitted Premises to its previous condition, or in accordance with the Accepted Plans specifications, and to WMATA's satisfaction.

16. Responsibility for Licenses and Permits.

Permitted Parties shall be responsible for obtaining any necessary licenses and permits for the work authorized under this Permit, including transportation and disposal of materials.

17. Compliance with Orders and Directions of WMATA.

With respect to all work authorized under this Permit, Permitted Parties shall at all times conform with and abide by the reasonable orders and directions of WMATA officials or their duly authorized representatives, regardless of whether such orders and directions are oral or written.

18. Non-Interference with WMATA Activities.

Pursuant to the terms of this Permit, Permitted Parties may only use the Permitted Premises in such manner and at such times as not to interfere with the use, construction, maintenance, repair and operations of WMATA. Without limiting the foregoing, Permitted Parties must comply with any "maintenance of traffic" plan required by WMATA and/or the applicable state Department of Transportation.

19. Damage to WMATA Property.

Permittee shall be responsible for, and must make good at its own expense, all damage to WMATA property caused in whole or in part by the acts or omissions of any Permitted Party and others acting on behalf of a Permitted Party in carrying out the work/activities/operations authorized under this Permit. Permittee shall ensure that such repair or replacement is done within fifteen (15) business days of Permittee's receipt of notice from WMATA except in the case of an emergency as determined by WMATA in its sole discretion, in which event Permittee's obligation of repair or replacement shall be immediate upon receipt of notice from WMATA.

20. Utility Charges.

Permitted Parties, at their sole cost and expense, shall pay all charges for any utilities used on the Permitted Premises during occupancy thereof when and as the same shall become

due and payable. Permitted Parties are prohibited, without the prior written consent of WMATA, in its sole discretion, from making any connection to any utility line serving WMATA operations.

21. Indemnification.

21.1. Permittee shall, and Permittee shall contractually require all other Permitted Parties to, indemnify, defend and hold harmless WMATA, its directors, officers, employees and agents from any and all claims, actions, proceedings, liabilities, losses, demands, damages, obligations, penalties, costs, charges and expenses, including, but not limited to, reasonable attorney's fees, of whatsoever kind and nature for injury, including personal injury or death of any person or persons, including employees of Permittee or any other Permitted Party, and for loss or damage to any property, occurring in connection with, or in any way arising out of the use, occupancy and performance of the work authorized by this Permit or related to this Permit or the Project, and/or any acts in connection with activities to be performed under this Permit resulting in whole or in part from the acts, errors or omissions of Permittee or any other Permitted Party, or any employee, agent or representative of Permittee or any other Permitted Party. Nothing in the preceding sentence shall be deemed to relieve Permittee from ultimate liability for any obligation of Permittee under this Permit.

21.2. Permittee shall, and Permittee shall contractually require all other Permitted Parties to, indemnify, defend and hold harmless WMATA, its directors, officers, employees and agents from all claims, actions, proceedings, liabilities, losses, demands, damages, penalties, costs, charges, remedial costs, environmental claims, fees or other expenses including attorney's fees, related to, arising from or attributable to any effluent or other hazardous waste or substance, toxic waste or substance, contaminant, pollutant, petroleum or petroleum-based product, asbestos, residue, contaminated soil or other similar material discharged from, removed from, or introduced on, about or under the Permitted Premises by Permitted Parties or anyone acting on their behalf.

21.3. If any claim, demand, action or proceeding relating to the indemnification required by this **Section 21** is brought against WMATA, then upon written notice from WMATA to Permittee, Permittee shall, at Permittee's expense, resist or defend such action or proceeding by counsel approved by WMATA in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend the same. WMATA reserves the right to use its own counsel under this indemnity at Permittee's sole cost and expense. Permittee shall be jointly and severally liable with any Contractor directly responsible for any claim, demand, action, proceeding, liability, loss, damage, obligation, penalty, cost, charge or expense arising under this Permit, and nothing in this Permit shall be deemed to relieve Permittee from ultimate liability for any obligation of Permittee under this Permit.

21.4. Permittee understands and agrees that it is Permittee's and all other Permitted Parties' responsibility to provide indemnification to WMATA pursuant to this **Section**

21. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of insurance to fully fund any indemnification shall not relieve Permittee and other Permitted Parties of any obligation assumed under this indemnification.

22. **Insurance.**

The Insurance requirements for this Permit are defined in **Exhibit** , attached hereto and made a part hereof.

23. **Non-Liability of WMATA.**

WMATA shall have no liability for any injury or property damage whatsoever. Neither the grant of this Permit, nor any provision thereof, shall impose upon WMATA any new or additional duty or liability or enlarge any existing duty or liability of WMATA. Nothing in this Permit shall be deemed to waive WMATA's immunity as a sovereign entity.

24. **No Impairment of WMATA's Title.**

This Permit constitutes a mere license, and nothing in this Permit and no action or inaction by WMATA shall be construed to mean that WMATA has granted Permittee or any other person or entity any legal or equitable estate in the Permitted Premises, or any right, power, or permission to do any act or make any agreement which may create, give rise to, or be the foundation for any right, title, interest, lien, charge, or other encumbrance upon the estate of WMATA in the Permitted Premises. In amplification and not in limitation of the foregoing, Permittee shall not allow any portion of the Permitted Premises to be used by any persons or entities in such manner as would likely impair WMATA's title or interest in the Permitted Premises or would result in a claim of adverse use, adverse possession, prescription, dedication or other similar claims with respect to the Permitted Premises or any part thereof.

25. **Compliance with All Laws, Rules and Regulations.**

Permitted Parties shall comply with all applicable laws, rules and regulations, policies, instructions and directives, whether federal, state or local, relating to this Permit and Permitted Parties' work hereunder. Should any Permitted Party's work involve use of, or create materials considered to be hazardous or toxic substances or waste which require special handling, Permittee shall ensure that disposal is made in accordance with applicable environmental laws and regulations including, but not limited to the *Resource Conservation Recovery Act* and the *Toxic Substances Control Act* and where required, shall include preparation and filing of reports and travel manifest documents. WMATA shall be provided with copies of all such reports and documents.

26. **Notices.**

Notices given in connection with this Permit shall be in writing and shall be sent by: (a) registered or certified mail, return receipt requested; (b) hand delivery; (c) a nationally recognized overnight courier service for next business day delivery; or (d) any telecommunications device capable of creating a written record of such notice and its receipt. Notices and other communications shall be deemed to have been given on the date of actual receipt. Refusal to accept delivery or inability to make delivery because the intended recipient has not provided a correct or current address shall constitute receipt as of the time of attempted delivery.

If to WMATA:
Vice President
Office of Real Estate and Development
WMATA
300 Seventh Street, SW, 3rd Floor
Washington, DC 20024

If to Permittee:

On-Site Contact

27. Officials Not To Benefit.

27.1. No member (i.e., Representative or Senator) of, or delegate to Congress, or any similar official, or resident commissioner, or any member of such person's family, shall be admitted to any share or part of this Permit, or to any benefit that may arise therefrom; but this provision shall not apply if this Permit is made with a corporation or other entity with which such official or family member has only a de minimis, in WMATA's sole opinion, contractual or ownership interest. Permittee warrants, represents and agrees that as of the date of this Permit, no person described in this **Section 27**, nor any entity with which such person is affiliated, has any such interest in any Permitted Party. Permittee shall forthwith deliver written notice to WMATA of any breach of the foregoing warranty representation and agreement and shall make reasonable inquiries from time to time to determine whether any such breach has occurred.

27.2. No member, officer, or employee of WMATA or of a local public body during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this Permit.

28. Gratuities.

In connection with this Permit, or any amendments or modifications thereto, the giving of, or offering to give, gratuities in the form of entertainment, gifts or otherwise by a Permitted Party or any agent, representative, or other person deemed to be acting on behalf of a Permitted Party, or any contractor, subcontractor or supplier furnishing material to or performing work under this Permit, to any director, officer or employee of WMATA, or to any director, officer, employee of any of WMATA's agents, consultants or representatives, with an intent to secure an agreement or favorable treatment or the making of any determinations with respect to performance under this Permit is expressly forbidden. The terms of this **Section 28** shall be broadly construed and strictly enforced in the event of violation hereto.

29. Governing Law.

This Permit shall be governed by the laws of the jurisdiction in which the Permitted Premises is located, however, to the extent that said jurisdiction's law(s) conflict(s) with the WMATA Compact (Public Law 89-774, 80 Stat 1324, as amended), WMATA shall be governed by the WMATA Compact.

30. Counterparts.

The Parties hereto agree that this Permit may be executed in one or more identical counterparts, each of which shall be deemed to be an original thereof, and shall be

enforceable against each of the Parties hereto.

31. Authority.

The Parties represent and warrant that they have the power and authority to enter into and perform their obligations under this Permit. Additionally, the signatories to this Permit represent and warrant that they have the legal authority to bind and commit the Party they represent.

32. Entire Agreement.

This Permit constitutes the entire agreement between the Parties. The Parties acknowledge that no representations or warranties have been made except as set forth herein. This Permit shall not be modified or amended in any manner except by an instrument in writing executed by the Parties as an amendment to this Permit. The recitals set forth above and attached Exhibit(s) are incorporated herein by this reference and have the same force and effect as if fully hereinafter set forth.

IN WITNESS WHEREOF, the Parties have caused this Permit to be made and entered into as of the date and year first written below.

**WASHINGTON METROPOLITAN AREA
TRANSIT AUTHORITY**

By: _____
Joel E. Blockowicz, Sr., Director
Real Estate Asset Management

PERMITTEE

By: _____