APPLICATION FOR USE OF FACILITIES
PROGRAM AND INSURANCE REVIEW FORM

1 Date of Application 11/29/93

2. NAME OF USER/ORGANIZATION: Michael Sussman / Georgetown Flea Market

3. FACILITY REQUESTED: _____

4. PROGRAM TITLE: _____

5. DESCRIPTION. IN ADDITION TO THE INFORMATION PROVIDED ON PAGE 1, PLEASE INDICATE THE FOLLOWING INFORMATION:

A. How is this program funded? _____

Is the staff paid _____ or volunteer _____?

B. IF THIS IS AN INSTRUCTIONAL PROGRAM,

1. List subject areas. _____
2. Is any special equipment, beyond ordinary classroom supplies, to be used? _____
3. Who will be the (licensed) teacher(s) on-site at all times during the program? _____
4. What is the expected ratio of staff to students? _____

FOR DCPS USE ONLY: REVIEW BY CONTENT AREA CONSULTANT

Program is recommended to be accepted _____, rejected _____, resubmitted, with suggested revisions: _____

_____

Consultant's Name _____ Date _____ (Please sign on page 4)
Print Name Here

INSURANCE INFORMATION

A. Please read Part IV of the Handbook for insurance requirements. The following information must be accurate. False information will be cause for immediate termination of the use agreement.

Insurance to be provided by (check one) _____DCPS; _____DC Government; _____DC Congress of PTA's.

Y Other. If, "Other" please provide the following information, if already known.

1. Name of Insurance Company AETNA Mayfess-Ney Insurance Co.
2. Number and Date of Policy 053 ACM 23229513 4-1-93 to 4-1-94 will be renewed
3. Name and telephone of Insurance Agent ROGER NEY 301-656-3994
4. Coverages: Commercial Liability $2,000,000
5. An Indemnification form must be signed by all users, after approval of the use application by the Realty Office. A copy of this form is contained in Part IV of this Handbook. It will be forwarded to the user by the Realty Office as necessary. This form plus a copy of the user's insurance certificate must be submitted to the Realty Office at least 48 hours prior to entering the building.

B. **All users** must sign below to signify their understanding of the insurance requirements.

Michael Sussman
User's Signature

11/29/93
Date

Board of Zoning Adjustment
District of Columbia
CASE NO.16821
EXHIBIT NO.2A2

APPLICATION FOR USE OF FACILITIES
SIGNATURE AND AUTHORIZATION PAGE

I. **USER AGREES:** I have been supplied with a copy of the Rules of the Board of Education and D.C. Public School System Directives and acknowledge their incorporation as part of this application to use facilities of the D.C. Public School System. I hereby agree to be bound by the terms of the Application to Use Facilities Form and to abide by the pertinent rules of the Board of Education, Superintendent's Directives, and special conditions (if so indicated on page 6 of this form) adhered. Furthermore, I agree to make final arrangements and publicize this activity **ONLY** after written approval has been received.

Michael Parsons — User's Signature

11/29/93 — Date

II. **DCPS AUTHORIZATIONS**

Comments or Concerns

	Recommended	Approved	Disapproved	Date
Principal/Facility Administrator Sonia Gutierrez	✓			1-5-94
Regional Content Area Consultant (as needed)				
Regional Assistant Superintendent				
Director of Food Services (as needed)				
Director of Safety and Security (as needed)				
DCPS Realty Officer Veronica L. Holwell		✓		1-12-94
Director, Division of Buildings and Grounds				
Superintendent/Deputy Superintendent				

APPLICATION FOR USE OF FACILITIES
COST REIMBURSEMENT ELEMENTS

1. Date of Application 11/29/93

2. NAME OF USER/ORGANIZATION: Michael Sussman / George Ann Pla Mark

3. FACILITY REQUESTED: Parkmo Facility - Rosario Adult Education Center

4. SPACE DESIRED: _____Auditorium _____Gymnasium _____Cafeteria _____Armory
_____Kitchen _____Stadium _____No. of Classrooms
_____Other Parkmo Facility
(Name and # of sq. ft.)

5. Hours, Days and Dates Requested (Be specific and exact or costs cannot be calculated): _____
Sundays - 7 Am - 6 PM MARCH 6, 1994 to DEC. 18, 19
42 Sundays 7AM

FOR DCPS USE ONLY COST ELEMENTS

	Rate per Hour	No. Hours	Daily Cost	No. Days	Total C
A. ONE-TIME USERS					
1. Basic Fee			300.00	42	12,600.
2. Overtime Costs					
3. Air Conditioning					
4. Heating					
5. Electricity					
6. Other (specify)					

B. CONTINUOUS USERS

Pro-Rata Rental Fee	Cost/Sq. Ft. Per Day	No. Sq. Ft.	No. Days	Total Cos
Schedule A Schedule B	$.024 .007			$ 12,600.00

C. TOTAL REIMBURSEMENT COSTS FOR THE PERIOD OF REQUESTED USE _____

Calculated by DCPS Realty Office. Signature _____

The user must reimburse the total costs shown above, if any, by certified check or money order (except PTAs) pay advance to "THE D.C. PUBLIC SCHOOLS." Such certified checks or money orders shall be submitted to the Realty C Room 805, Presidential Building, 415 12th Street, N.W., Washington, D.C. 20004. Payment is due by _____. For monthly payments, 1260.00 is due by 3-1-94, and monthly payments of 1260.0 will be due the first of each month beginning 4-1-94.

APPLICATION FOR USE OF FACILITIES
CONDITIONS OF USE

1. Date of Application 11/29/93

2. NAME OF USER/ORGANIZATION: Michael Sussman - Georgetown Flea Mart

3. FACILITY REQUESTED: Parking Facilities - Rosario Adult Education Cent

4. HOURS, DAYS, AND DATES REQUESTED (TO BE EXACT AND COMPLETE): Sundays - March 6, 1994 - December 18, 1994
7 AM to 6 PM

.....

FOR DCPS USE ONLY:

Recommendations by DCPS Security Office

Other Conditions and Guidelines Applicable to Use

.....

USER AGREEMENT Your signature below signifies that you understand and agree to use the requested facility only according to the conditions listed above. You must sign and return this form **AFTER** receiving the list of conditions from the DCPS Realty Office.

Return this form to the Realty Office by _____.

Michael Sussman
User's Signature

11/29/93
Date

Complaint from Michael Sussman
Georgetown Flea Market
6/28/94
2:05 p.m.

1. He called to complain that the locks were ripped off the "Port-a-Johns" on Saturday by the other Flea market users.

2. The other user has not been paying his bill, therefore the Port-a John owner will not come to remove the locks for the other user's Saturday uses.

3. Sussman said he has been paying the entire clean-up bill and it is unfair. The other user is on the lot on Saturdays, they are suppose to clean up after themselves, not leave it for Sunday.

4. Sussman does it because the neighbors are complaining. He will send to us copies of the letters he has received. He spoke to Ben Montgomery at Rosario, Montgomery told him he could not do anything because of the people "downtown".

I listened to his complaints and stated I would call them to the attention of the Realty Officer.

Helen Crumlin

MICHAEL SUSSMAN

2109 N STREET, N. W.
WASHINGTON, D. C. 20037

(202) 296-4989

6-28-94

Dear Ms. Aslwell / Ms. Crumbly

At the suggestion of Mr. Ben Montgomery, Vice Principal at Rosario, I am sending you copies of letters I sent to him and Ms. Gutierrez concerning the Saturday market.

He states they are not happy with the Saturday lessees, but can do nothing unless the Realty office acts. I am ready and willing to meet with you if you need additional information.

Sincerely,

Michael Sussman

Recd 6/29/94

BURLEITH FLEA MARKET TO BE SEPTEMBER 17

Spring cleaners, take note! The annual Burleith Flea Market will be held on September 17, 1994. This event is a great opportunity to clean out the old and discover the new and is a perfect opportunity for students to furnish new dwellings. It is also a prime social event and money-maker for your Citizens Association. We do have some (limited) storage space for items that you need to clean out for the spring and wish to donate to the BCA. Call Peter Pulsifer, at 337-3065, for more information, and don't forget to circle the date on your calendar!

ANC COMMISSIONER'S COLUMN

[illegible] law the city agencies to which the Advisory Neighborhood Commissions offer advice are supposed to give our advice "great weight." In fact, they tend to ignore the advice offered, by at least ANC-2E, perhaps because we offer so much advice or because our advice does not fit with their preconceptions. There is an Alice-in-Wonderland feeling on the part of some Commissioners that we are making suggestions in an unreal world. I recently asked another Commissioner, during a very heavy debate on alcoholic beverage sales in Georgetown, whether the Alcoholic Beverage Commission ever paid any attention to our complaints. "Never," she replied, and then went right back to the debate. I recently had two other experiences which demonstrate this point.

I have asked the ANC chair to keep the Commissioners informed of the results of their votes in the real world. We are not even informed of this, instead we move relentlessly ahead, hoping for the best. The first step in ending the delusion that we make a difference is to know the facts. I intend to at least know the facts.

Ted Jacobs

OUR FOXY NEIGHBORHOODS

Glover Park Citizens Association president Jack Everett reports that there are foxes about. If you see one, it is likely to be in the earl morning, at night or at dusk. Some times they can be mistaken for smal dogs. Fox tails, however, are as long as fox bodies and are bush as well. Fox tracks are delicate and the central pad is thin and curved. (A dog's track is more rounded.) Burleith is regularly visited by racoons and possums as well, and is home to a wide variety of family dogs, cats and other pets.

ROSARIO SCHOOL ADDS A SATURDAY FLEA MARKET

The D.C. Public Schools Department has signed a one-year lease with Richard Newton, of Antiquities Promotions in Arlington, who will operate a Flea Market in the parking lot of the Carlos Rosario Adult Education Center on Saturdays. The rent will be $11,700 and will include 39 Saturdays. This Saturday Flea Market has no connection with the Sunday Flea Market, which is run by a different person. According to officials at the Rosario School, the parking lot is a public facility and may be rented by anyone, for a "legitimate cause." Whether or not a cause is legitimate is decided by the Realty Office of the D.C. Public Schools.

Unfortunately, it appears that this approval was granted without any consultation with the community. Many Burleith residents have privately expressed the opinion that, while one Flea Market is an asset to the community, difficulties with crowding, illegal parking and limited access that are bearable for one day a week make two Flea Markets too many. If anyone wishes to comment for or against the Saturday Flea Market, especially those who live nearby, please call Peter Pulsifer at 337-3065. The Citizens Association will base its response to the new Flea Market largely on these comments.

* I have spoken with these people and they would like to see me put a Farmers Flea Market + Furniture [illegible]

MICHAEL SUSSMAN

2109 N STREET, N. W.
WASHINGTON, D. C. 20037

(202) 296-4989

April 26,1994

Mr. Benjamin Montgomery
Vice Principal
The Carlos Rosario Center
35 and T Streets, N.W.
Washington, D.C. 20009

Dear Mr. Montgomery,

Enclosed please find my application for use of the parking facility for next year. We now use the facility on Sundays and this application is for Saturday and Sunday.

Recently you informed me you had given permission for another person to use the facility on Saturday. Of course I was disappointed that we were not chosen to do the Saturday event as I had spoken to you about this about three months ago. However it is your facility and you can have anyone you want use it and you have always been more than fair with me in the past.

The other party's use of the facility will create certain problems for me which I hope this application will correct. The problems are:

1. Confusion with our market. We have been doing a Flea Market in this area (within two blocks of Rosario) for 23 years. We were the first market in Washinton to do antiques and collectibles and we have much goodwill and history with the neighbors.I am sure that many customers and sellers will think that the Saturday market is simply and extension of the Sunday market. The Saturday market inthe exact same place as ours will attempt to piggyback on our 23 years of service unfairly.

2.We have two porta-johns at the North end of the lot that we pay for as per our agreement . The other user will also have to have his own porta-johns there as per his agreement, and they will also have to be serviced. there will probably be confusion regarding the use of them.

3.Cleaning of the premises. Because we use the facility after the other party, we will always be left with their trash. We will of course clean up as always, no matter who left what on the lot.I would not feel right leaving anything there for you on Monday. It should not be your problem and it will not be. I do not want any finger pointing as to who should be responsible, but if one user was responsible it would make things smoother and easier.

In addition to these reasons, The Georgetown Flea Market has been in business in D.C. for 23 years, it is a D.C. business, my wife and I live here and have since we were both 17. The other party is based in Virginia and has never put on a market in D.C. and has only done so after we have worked and proved that D.C. is the place to do business in and live in. His other markets are in New Jersey, and Virginia. This is my sole market and I am totally involved with it. We have the support of the Georgetown and Burleith community and in the time we have been in business we have never had a complaint from them. Also, as I have stated in the past, we are open to all antiques and collectible vendors and farmers. This means that 60-70% of our vendors are minority and female. I am proud of this and my relationship with them over the years. I understand this is not the case with the other party.

I hope your response to this application is positive and I look forward to working with you for many years.

Sincerely,

Michael Sussman

MICHAEL SUSSMAN

2109 N STREET, N. W.
WASHINGTON, D. C. 20037

(202) 296-4989

June 23,1994

Ms. Sonia Gutierrez, Principal
The Corlos Rosario Center
1819 35 Street, N.W.
Washington, D.C. 20007

Dear Ms. Gutierrez:

In my April 26,1994 letter to Mr. Montgomery I outlined some problems that I might have as the owner of the Sunday Georgetown Flea Market due to your facility being used by another flea market on Saturdays. In addition, when we spoke about these matters, I was told that the other other market would not compete with us as that would be a different type of market.

Unfortunately, this has not been the case. We have been in business within two blocks of Rosario for 23 years. We have a substantial following of both customers and vendors. The Saturday market has attempted, successfully, to draw both the vendors and to capitalize on the location and draw the customers that I have had for the past two decades. They are running the exact same type of market that I do and about 50% of their vendors are from my market. They are trying to start their business based on our good name, reputation and location. I do not think this is fair as I have been, I hope, as good and loyal tenant for five years.

The problems the other market causes I will briefly outline, but this past Sunday really motivated me to bring the whole matter to your attention. When I arrived at my market this past Sunday, I noticed that the metal sign that was on the entrance to the parking lot for the past five years, was missing. I knew it was there the day before at noon as I was shopping at the Safeway with my wife at that time. I made inquiries of my vendors who set up on Saturdays as to whether they knew what had happened. A number said they knew the sign was taken but refused to get involved as they needed the Saturday market to sell their goods. One very brave dealer said that she saw what happened to the sign. Her statement is attached to this letter. She did this at great personal risk, and I told her I would keep her name out of the matter if I could. Two or three vendors, one of which I had banned for selling stolen items and for which he was later arrested, took down and destroyed the metal sign. The witness stated that she felt the market manager knew what was happening as she was in the area and it happened in broad daylight at 2:30 P.M. Based on this evidence, the police came and took a report (#338-082, Officer Damion Taylor) and will arrest the person responsible either this Saturday of next depending on when the witness can come by and make the identification as she did not know his name. The charge will be destruction of property.

As I stated earlier, the following additional problems have resulted from the other market:

When we arrive at the market on Sunday morning we always find the lot dirty with trash all over the place. Because we use the lot after they do, we clean it up so that there will be no problems for you on Monday.

They use our tables on Saturday and to add insult to injury, they usually fail to put them back where they found them.

We continue to mow the 34th Street side of the building and they use it and leave it dirty every Saturday..

The manager of the Safeway, Stuart Lee, complained to me last Saturday that there were many dealers and shoppers using his lot and because Saturday is his busiest day of the week, it hurt his business as people will not shop there if a parking spot is not available when they first drive onto the lot. I told him that it was not my market and to call Rosario. He did not realize that the market was not mine.

My porta-johns have had there locks broken off, This has not happened in five years. They were also ~~left~~ trashed. this was due to the fact that they did not pay to have theirs serviced.

In addition I forsee a problem should any damage happen to the premises. There would be the finger pointing between tenants, and no way to fix liability.

Finally, as I stated to Mr. Montgomery, I am a District- based business and reside here, pay taxes here, have been a substitute teacher in the school system and feel that I should be given the opportunity utilize the facility on Saturdays, as I requsted to Mr. Montgomery two months prior to the other party beginning its market. I hope to be able to meet with you soon to discus this year and our request for next year. Your support throughout the past five years has been everything we have hoped for and I would like it to continue. I will do whatever I can to help Carlos Rosario and the flea market to prosper.

Sincerely,

Michael Sussman

* you can check with porta-John Service: 301-937-4686 - Rusty

I Janet Hawkins made at 6808 Hightview Terr Hyattsville MD. I'm a vendor at Saturday and Sunday Flea markets Georgetown I was set up at the front entrance to the Cypress and saw a vendor take down the sign and destroy it. I saw a 6"2 inch 230 lb white male 230 lb take the sign down and he destroyed it. ~~The~~ The manager was in the area and had to have seen him do it:

Janet Hawkins

SECOND DISTRICT MPD
3320 IDAHO AVE N.W.
WASHINGTON, DC 20016
(202) 282-0070

Damion L. Taylor
OFFICER
BADGE #2800

METROPOLITAN POLICE
WASHINGTON D.C.

CCN 338-082

(202) 282-1162
VOICE MAIL

(202) 727-1010
NON-EMERGENCY

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

DIVISION OF FACILITIES MANAGEMENT
REALTY BRANCH
1709 3RD STREET, N.E. WASHINGTON, D.C. 20002

February 23, 1995

Memorandum to: Ms. Sonia Gutierrez, Principal
Rosario Adult Education Center

Subject: Use Agreement for Michael Sussman/
Georgetown Flea Market
beginning March 5, 1995,
through December 24, 1995

Attached for your records is a copy of the conditionally approved use agreement submitted by Michael Sussman/Georgetown Flea Market requesting the use of the parking lot at Rosario Adult Education Center to hold a weekly flea market which will be open to all people. This use is to begin on Sunday, March 5, 1995, and end on December 24, 1995. The time frame is 7:00 a.m. to 6:00 p.m. each Sunday. A user fee in the amount of $300.00 per Sunday is being charged, based on the appraised value of the parking lot. Since no use will be made of the building, there will be no overtime charges. This use will be authorized after this office receives the fees defined on B&G Form No. 5, page 5. **Please note, a copy of all moneys paid and/or in-kind services provided, by the user, to Rosario School must be submitted to this office.**

A copy of this agreement has been forwarded to the user's contact, Mr. Michael Sussman, to serve as notice that the first month's payment must be received in this office **prior** to use of the parking lot, and an executed copy of the enclosed Assumption of Risk and Indemnification Form is also due prior to use.

Veronica L. Falwell
Realty Officer

Attachment

cc: Mr. Rung Pham

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

DIVISION OF FACILITIES MANAGEMENT
REALTY BRANCH
1709 3RD STREET, N.E. WASHINGTON, D.C. 20002

February 23, 1995

Mr. Michael Sussman
Georgetown Flea Market
2109 "N" Street, N. W.
Washington, D. C. 20037

Dear Mr. Sussman:

Attached is the conditionally approved use agreement submitted by Georgetown Flea Market requesting the use of the parking lot at Rosario Adult Education Center to hold a weekly flea market which will be open to all people. The beginning date is March 5, 1995, and the ending date is December 24, 1995. The use is scheduled to take place between the hours of 7:00 a.m. to 6:00 p.m. each Sunday. In accordance with the current policy of the Board of Education, payment of the user fee is a prerequisite for use.

The total user fee is $12,600.00 for 42 Sundays. The monthly payments for the user fee will be **$1,260.00.** These payments are to be made payable to the **D. C. Public Schools** by either a **certified check** or money order, and forwarded to the Realty Office, Division of Facilities Management, 1709 Third Street, N. E., Penn Center - Lower Level, Washington, D. C. 20002. Your first payment, and an executed copy of the enclosed Assumption of Risk and Indemnification Form are due **prior** to use. Thereafter, your monthly payments are due by the first of each month. Your use will be authorized after we receive the requested items.

Please notify both the principal and this office (202/576-8961) if the use is canceled or postponed.

Sincerely,

Veronica L. Falwell

Veronica L. Falwell
Realty Officer

Attachment

cc: Ms. Gutierrez

B & G FORM NO. 5

DISTRICT OF COLUMBIA PUBLIC SCHOOLS
APPLICATION TO USE FACILITIES

NOTE: Please read instructions and review the Board of Education Rules in the Use Agreement Handbook prior to completing this application. For more information, call the DCPS Realty Office, 727-2552.

1. Date of Application December 1, 1994

2. **NAME OF USER/ORGANIZATION:** Michael Sussman / Georgetown Flea Market

3. **FACILITY REQUESTED:** Parking facility - Name Roosevelt Adult Education Center Region

4. **AUTHORIZED CONTACT:** Michael Sussman
   ADDRESS 2109 N ST NW
   WASH DC 20037
   TELEPHONE 202-296-4989

5. **DESCRIPTION OF PROPOSED USE**—Nature of services to be offered; purpose and objectives; target population:
   Use of Parking facility for an Antiques + Collectible Market on a Sunday basis for the Georgetown / Dupont area. Open to all persons to buy & sell.
   No one is allowed to set up in front of the building entrance (on the grass)
   Vendors will be limited to parking lot by

6. **SPECIFIC AREA REQUESTED:** (Please Check)
   Auditorium_____ Gymnasium_____ Stadium_____
   Armory_____ Kitchen_____ Cafeteria_____
   No. of Classrooms_____ Field_____
   Other Parking facility (Name and number of square feet)

7. **PERIOD OF REQUESTED USE:**

Hours (from . . . to)	Days (Mon-Sun)	Dates (Day/Month/Year)
7 AM - 6 PM	Sundays	March 5th - December 24, 199

53R0390-1

PINK—REALTY OFFICE

80

8. **TYPE OF USER.** (Check One):

Public School-Related

_____PTA or Home and School Association
_____Neighborhood School Council
_____Educational Organization or Local Affiliate of a National Educational Organization
_____DCPS Program or Activity
_____Other_____

Dec. 1, 1994

Non-Public School-Related

_____Civic Organization Meeting in Public Interest
_____Religious Organization or Affiliate
_____Advisory Neighborhood Commission
_____D.C. Government Agency
_____Other Government Activity
_____Business
_____Non-Profit Group
__X__*Individual*
_____Other

(a) Please attach a brochure describing your organization.

(b) Read carefully Parts II, III, and IV of the Use Agreement Handbook on Limitations on Use, Special Conditions, and Insurance Requirements.

9. **SAFETY AND SECURITY**

Security measures may be needed if the proposed activity involves any of the following circumstances. Please check those which apply to your proposed use:

__X__More than 100 persons expected to attend
_____Dance
__X__Use of Field
_____Night or Week-end use
_____Handling of money

10. **REQUEST FOR KITCHEN OR CAFETERIA:**

Please read Directive 642.7, "Guidelines for Use of Food Service Facilities," (Attachment F in Handbook).

1. Has a Food Service employee been identified to work?_____
2. If using a Food Services employee volunteer, is a letter from the volunteer stating this intent attached to this form?_____
3. If the user employs their own person to use the facilities, has this person been certified by the Food Services Branch?_____

11. **SPECIAL NEEDS OR CONCERNS OF USER:**

_____

_____

APPLICATION FOR USE OF FACILITIES
PROGRAM AND INSURANCE REVIEW FORM

1. Date of Application December 1, 1994

2. **NAME OF USER/ORGANIZATION:** Michael Sussman / Georgetown Flea Market

3. **FACILITY REQUESTED:** Parking Facility - Rosario Adult Education Center

4. **PROGRAM TITLE:** _____

5. **DESCRIPTION. IN ADDITION TO THE INFORMATION PROVIDED ON PAGE 1, PLEASE INDICATE THE FOLLOWING INFORMATION:**

   A. How is this program funded? _____

   Is the staff paid _____ or volunteer _____?

   B. **IF THIS IS AN INSTRUCTIONAL PROGRAM,**

   1. List subject areas, _____
   2. Is any special equipment, beyond ordinary classroom supplies, to be used? _____
   3. Who will be the (licensed) teacher(s) on-site at all times during the program? _____
   4. What is the expected ratio of staff to students? _____

****

FOR DCPS USE ONLY: REVIEW BY CONTENT AREA CONSULTANT

Program is recommended to be accepted _____, rejected _____, resubmitted, with suggested revisions: _____

_____

Consultant's Name _____ Date _____ (Please sign on page 4.)
Print Name Here

****

INSURANCE INFORMATION

A. Please read Part IV of the Handbook for insurance requirements. The following information must be accurate. False information will be cause for immediate termination of the use agreement.

Insurance to be provided by (check one) _____ DCPS; _____ DC Government; _____ DC Congress of PTA's; X Other. If, "Other" please provide the following information, if already known.

1. Name of Insurance Company AETNA Life & Casualty
2. Number and Date of Policy 053 ACM 23987540
3. Name and telephone of Insurance Agent ROGER NEY 301-656-3994
4. Coverages: Commercial Liability 2,000,000.00
5. An Indemnification form must be signed by all users, after approval of the use application by the Realty Office. A copy of this form is contained in Part IV of this Handbook. It will be forwarded to the user by the Realty Office as necessary. This form plus a copy of the user's insurance certificate must be submitted to the Realty Office at least 48 hours prior to entering the building.

B. **All users** must sign below to signify their understanding of the insurance requirements.

_____ 12/1/94
User's Signature Date

PINK—REALTY OFFICE

APPLICATION FOR USE OF FACILITIES
SIGNATURE AND AUTHORIZATION PAGE

I. **USER AGREES:** I have been supplied with a copy of the Rules of the Board of Education and D.C. Public School System Directives and acknowledge their incorporation as part of this application to use facilities of the D.C. Public School System. I hereby agree to be bound by the terms of the Application to Use Facilities Form and to abide by the pertinent rules of the Board of Education, Superintendent's Directives, and special conditions (if so indicated on page 6 of this form) adhered. Furthermore, I agree to make final arrangements and publicize this activity **ONLY** after written approval has been received.

Mark Brasmer — User's Signature — 12/1/94 — Date

* * * \

B & G FORM NO. 5

APPLICATION FOR USE OF FACILITIES
COST REIMBURSEMENT ELEMENTS

1. Date of Application December 1, 1994

2. **NAME OF USER/ORGANIZATION:** Michael Sussman / Georgetown Flea Market

3. **FACILITY REQUESTED:** Parking Facility - Carlos Rosario Adult Educ. Center

4. **SPACE DESIRED:** _____Auditorium _____Gymnasium _____Cafeteria _____Armory
_____Kitchen _____Stadium _____No. of Classrooms
✓ Other Parking Facility
(Name and # of sq. ft.)

5. **Hours, Days and Dates Requested** (Be specific and exact or costs cannot be calculated): _____
Sundays 7 AM - 6 PM March 5, 1995 - Dec. 24, 1995

****

FOR DCPS USE ONLY COST ELEMENTS

	Rate per Hour	No. Hours	Daily Cost	No. Days	Total Cost
A. **ONE-TIME USERS**					
1. Basic Fee			300.00	42 Sun	12,600.00
2. Overtime Costs					
3. Air Conditioning					
4. Heating					
5. Electricity					
6. Other (specify)					

B. **CONTINUOUS USERS**

Pro-Rata Rental Fee	Cost/Sq. Ft. Per Day	No. Sq. Ft.	No. Days	Total Cost
Schedule A Schedule B	$.024 .007			12,600.00

C. **TOTAL REIMBURSEMENT COSTS FOR THE PERIOD OF REQUESTED USE** _____

Calculated by DCPS Realty Office. Signature _____

****

The user must reimburse the total costs shown above, if any, by certified check or money order (except PTAs) payable in advance to "THE D.C. PUBLIC SCHOOLS." Such certified checks or money orders shall be submitted to the Realty Office, Room 805, Presidential Building, 415 12th Street, N.W. Washington, D.C. 20004. Payment is due by _____. For monthly payments, 1200.00 is due by 3/2/95, and monthly payments of 1200.00 will be due the first of each month beginning April 1995.

PINK—REALTY OFFICE

Conditions Governing Use of Rosario Parking Lot
by Michael Sussman/Georgetown Flea Market
March 5, 1995 to December 24, 1995

The following terms govern this use:

1. Rules of the Board of Education, Section 3500, et.seq. which are incorporated by reference.

2. This agreement grants use of the parking lot only at Rosario School on Sundays beginning March 5, 1995 through December 24, 1995, from 7:00 a.m. to 6:00 p.m.

3. The user shall be responsible for repairing any damage to the Rosario Site or building due to this use. The parking lot is made available "as is."

4. Proof of public liability insurance in the amount stated in the Board Rules, with the D.C. Board of Education and the D.C. Government as additional insured shall be on file in the Realty Office, Penn Center, 1709 Third Street, N. E., Washington, D. C. 20002, prior to use.

5. Agreement is subject to termination if user defaults on any term herein, but a week's written notice will be given if reasonably possible.

6. All notices related to this agreement shall be sent to:

   For User: Mr. Michael Sussman
   Georgetown Flea Market
   2109 "N" Street, N. W.
   Washington, D. C. 20037

   For DCPS: Realty Officer
   Division of Facilities Management
   Penn Center, Lower Level
   1709 Third Street, N. E.
   Washington, D. C. 20002

7. The user is responsible for security during the term of this use and shall have a full-time market master on the site during each use. The name of the market master is: Michael Sussman. Please notify the Realty Office at 202/576-8961 in advance if any substitute(s) are made.

8. **The user shall be responsible for clean-up (including removing all trash from the site) after each use.**

9. Farmers trucks shall enter by the East Gate on Wisconsin Avenue, N.W. The user shall be responsible for any damage to curb, sidewalk, or parking lot paving.

10. **Since the building shall be closed to the market staff and consumers, the user shall provide "port-a-johns" for the farmers and consumers.**

11. **No one is allowed to set-up in front of the building's entrance (on the grass). Vendors are totally restricted to parking lot.**

12. No shoppers shall be allowed to park on the Fillmore or Rosario sites.

13. The user (Michael Sussman/Georgetown Flea Market) is responsible for all damages and/or claims that may arise from the use of the Rosario Parking Lot, during this use period.

Signature: _____
Michael Sussman

ASSUMPTION OF RISK
AND INDEMNIFICATION FORM

The **Georgetown Flea Market** hereby agrees that all property and activities of any kind or nature whatsoever that may be in, upon or about the designated space utilized by the **Georgetown Flea Market** at the Rosario Adult Education Center at any time during the term of this contract, or any renewal or extension hereof, shall be in, upon or about said premises at the sole risk and hazard of **Georgetown Flea Market** or those claiming by, through or under **Georgetown Flea Market.**

Moreover, **Georgetown Flea Market** hereby agrees to identify and save harmless the District of Columbia Government, the D. C. Public Schools, and their agents and employees, from all penalties, claims and demands resulting from **Georgetown Flea Markets** use and occupancy of the designated premises, and in the conduct of its operation on said premises.

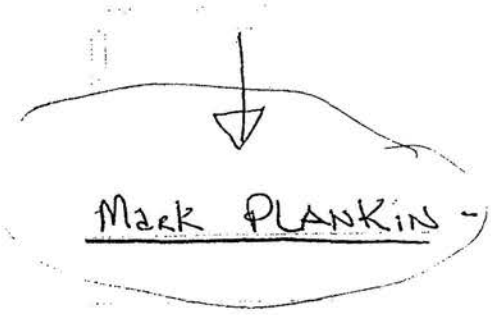
It is expressly understood that the District of Columbia Public Schools, D. C. Public Schools, and their agents and employees shall not be liable to the **Georgetown Flea Market** to any person, for any accident, injury, loss, or damage to any person, or property while in, upon, or about, or entering or leaving said premises at any time during the term of the use agreement or any renewal or extension hereof, resulting from any cause whatsoever, and all claims therefore are hereof released to the District of Columbia Government and D. C. Public Schools, who may plead this release in bar thereof, in any and every suit, demand and claim for same.

Georgetown Flea Market

by 

3-9-95

Date



Mark PLANKIN - 337-2691

① Leasing of outdoor
- ← Hiwe - Flee Market
- Wilson - Antiquity Flee Market
- → Rosario - Flee Market

→ Parking, Renewal provisions, Bid, $

→ COPIES OF LEASES

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

DIVISION OF FACILITIES MANAGEMENT
REALTY BRANCH
1709 3RD STREET, N.E. WASHINGTON, D.C. 20002

January 31, 1996

Mr. Michael Sussman
Georgetown Flea Market
2109 "N" Street, N.W.
Washington, D.C. 20037

Dear Mr. Sussman:

Enclosed is the conditionally approved use agreement submitted by Georgetown Flea Market requesting the use of the parking lot at Rosario Adult Education Center to hold a antiques and collectible market which will be open to all persons to buy and sell. The beginning date is March 3, 1996, and the ending date is December 22, 1996. The use is scheduled to take place between the hours of 7:00 a.m. to 6:00 p.m. each Sunday. In accordance with the current policy of the Board of Education, payment of the user fee is a prerequisite for use.

The total user fee is **$15,050.00** for 43 Sundays. The monthly payments for the user fee will be **$1,505.00**. These payments are to be made payable to the **D.C. Public Schools** by either a **certified check** or **money order**, and forwarded to the Realty Office, Division of Facilities Management, 1709 Third Street, N.E., Penn Center - Lower Level, Washington, D.C. 20002. Your first payment, and an executed copy of the enclosed Assumption of Risk and Indemnification Form are due prior to use. Thereafter, your monthly payments are due by the first of each month. Your use will be authorized after we receive the requested items.

Please notify both the principal and this office on 576-8961 if this use is canceled or postponed.

Sincerely,

Samuel Taylor
Realty Specialist

Attachment

cc: Ms. Gutierrez

ASSUMPTION OF RISK
AND INDEMNIFICATION FORM

The **Michael Sussman/Georgetown Flea Market,** hereby agrees that all property and activities of any kind or nature whatsoever that may be in, upon or about the designated space utilized by **Michael Sussman/Georgetown Flea Market** at the Rosario Adult Education Center at any time during the term of this contract, or any renewal or extension hereof, shall be in, upon or about said premises at the sole risk and hazard of **Michael Sussman/Georgetown Flea Market** or those claiming by, through or under **Michael Sussman/Georgetown Flea Market.**

Moreover, **Michael Sussman/Georgetown Flea Market** to indemnify and save harmless the District of Columbia Government, the D. C. Public Schools, and their agents and employees, from all penalties, claims and demands resulting from **Michael Sussman/Georgetown Flea Market's** use and occupancy of the designated premises, and in the conduct of its operation on said premises.

It is expressly understood that the District of Columbia Government, D. C. Public Schools, and their agents and employees shall not be liable to the **Michael Sussman/Georgetown Flea Market** or to any person, for any accident, injury, loss, or damage to any person, or property while in, upon, or about, or entering or leaving said premises at any time during the term of the use agreement or any renewal or extension hereof, resulting from any cause whatsoever, and all claims therefore are hereof released to the District of Columbia Government and D. C. Public Schools, who may plead this release in bar thereof, in any and every suit, demand and claim for same.

Michael Sussman/Georgetown Flea Market

by

_____

_____

Date

B & G FORM NO. 5

DISTRICT OF COLUMBIA PUBLIC SCHOOLS
APPLICATION TO USE FACILITIES

NOTE: Please read instructions and review the Board of Education Rules in the Use Agreement Handbook prior to completing this application. For more information, call the DCPS Realty Office, 727-2552.

1. Date of Application October 25, 1995

2. **NAME OF USER/ORGANIZATION:** Michael Sussman / Georgetown Flea Market

3. **FACILITY REQUESTED:** Parking Facility - Rosario Adult Ed Center
   Name Region

4. **AUTHORIZED CONTACT:** Michael Sussman
   ADDRESS 2109 N ST NW
   WASH DC 20037
   TELEPHONE 202-296-4989

5. **DESCRIPTION OF PROPOSED USE**—Nature of services to be offered; purpose and objectives; target population:
   Use of Parking Facility For A Antiques And Collectible MARKET ON A SUNDAY BASIS for the Georgetown / Burleith AREA. OPEN to All Persons to buy and sell Antiques And Collectibles. All vending to be done INSIDE Gates of Facility - No vending Outside of Gates on Grass

6. **SPECIFIC AREA REQUESTED:** (Please Check)
   Auditorium_____ Gymnasium_____ Stadium_____
   Armory_____ Kitchen_____ Cafeteria_____
   No. of Classrooms_____ Field_____
   Other Parking Facility
   (Name and number of square feet)

7. **PERIOD OF REQUESTED USE:**

Hours (from . . . to)	Days (Mon-Sun)	Dates (Day/Month/Year)
7AM - 6 PM	SUNDAYS	MARCH 31st - Dec. 22nd 1996
		(43 Sundays)

8. **TYPE OF USER.** (Check One):

Public School-Related

_____PTA or Home and School Association
_____Neighborhood School Council
_____Educational Organization or Local Affiliate of a National Educational Organization
_____DCPS Program or Activity
_____Other_____

Non-Public School-Related

_____Civic Organization Meeting in Public Interest
_____Religious Organization or Affiliate
_____Advisory Neighborhood Commission
_____D.C. Government Agency
_____Other Government Activity
_____Business
_____Non-Profit Group
__X__Individual
_____Other

(a) Please attach a brochure describing your organization.

(b) Read carefully Parts II, III, and IV of the Use Agreement Handbook on Limitations on Use, Special Conditions, and Insurance Requirements.

9. **SAFETY AND SECURITY**

Security measures may be needed if the proposed activity involves any of the following circumstances. Please check those which apply to your proposed use:

__X__More than 100 persons expected to attend
_____Dance
__X__Use of Field
_____Night or Week-end use
_____Handling of money

10. **REQUEST FOR KITCHEN OR CAFETERIA:**

Please read Directive 642.7, "Guidelines for Use of Food Service Facilities," (Attachment F in Handbook).

1. Has a Food Service employee been identified to work?_____
2. If using a Food Services employee volunteer, is a letter from the volunteer stating this intent attached to this form?_____
3. If the user employs their own person to use the facilities, has this person been certified by the Food Services Branch?_____

11. **SPECIAL NEEDS OR CONCERNS OF USER:**

_____

_____

B & G FORM NO. 5

APPLICATION FOR USE OF FACILITIES
PROGRAM AND INSURANCE REVIEW FORM

1. Date of Application October 25, 1995

2. **NAME OF USER/ORGANIZATION:** Michael Sussman / Georgetown Flea Market

3. **FACILITY REQUESTED:** Parking Facility - Rosario Adult Education Center

4. **PROGRAM TITLE:** _____

5. **DESCRIPTION. IN ADDITION TO THE INFORMATION PROVIDED ON PAGE 1, PLEASE INDICATE THE FOLLOWING INFORMATION:**

   A. How is this program funded? _____

   Is the staff paid _____ or volunteer _____?

   B. **IF THIS IS AN INSTRUCTIONAL PROGRAM,**

   1. List subject areas, _____
   2. Is any special equipment, beyond ordinary classroom supplies, to be used? _____
   3. Who will be the (licensed) teacher(s) on-site at all times during the program? _____
   4. What is the expected ratio of staff to students? _____

****

FOR DCPS USE ONLY: REVIEW BY CONTENT AREA CONSULTANT

Program is recommended to be accepted _____, rejected _____, resubmitted, with suggested revisions: _____

_____

Consultant's Name _____ Date _____ (Please sign on page 4.)
Print Name Here

****

INSURANCE INFORMATION

A. Please read Part IV of the Handbook for insurance requirements. The following information must be accurate. False information will be cause for immediate termination of the use agreement.

Insurance to be provided by (check one) _____ DCPS; _____ DC Government; _____ DC Congress of PTA's; X Other. If, "Other" please provide the following information, if already known.

1. Name of Insurance Company AETNA Life and Casualty
2. Number and Date of Policy 053 ACM 2475807B 1
3. Name and telephone of Insurance Agent Roger NEY 301-656-3994
4. Coverages: Commercial Liability 2,600,000.00
5. An Indemnification form must be signed by all users, after approval of the use application by the Realty Office. A copy of this form is contained in Part IV of this Handbook. It will be forwarded to the user by the Realty Office as necessary. This form plus a copy of the user's insurance certificate must be submitted to the Realty Office at least 48 hours prior to entering the building.

B. **All users** must sign below to signify their understanding of the insurance requirements.

Michael Sussman
User's Signature

10/25/95
Date

APPLICATION FOR USE OF FACILITIES
SIGNATURE AND AUTHORIZATION PAGE

I. **USER AGREES:** I have been supplied with a copy of the Rules of the Board of Education and D.C. Public School System Directives and acknowledge their incorporation as part of this application to use facilities of the D.C. Public School System. I hereby agree to be bound by the terms of the Application to Use Facilities Form and to abide by the pertinent rules of the Board of Education, Superintendent's Directives, and special conditions (if so indicated on page 6 of this form) adhered. Furthermore, I agree to make final arrangements and publicize this activity **ONLY** after written approval has been received.

User's Signature _____ Date 10/25/95

* * * \

B & G FORM NO. 5

APPLICATION FOR USE OF FACILITIES
COST REIMBURSEMENT ELEMENTS

1. Date of Application October 25, 1995

2. **NAME OF USER/ORGANIZATION:** Michael Sussman / Georgetown Flea Market

3. **FACILITY REQUESTED:** Parking Facility - Carlos Rosario Adult Ed. Center

4. **SPACE DESIRED:** ____ Auditorium ____ Gymnasium ____ Cafeteria ____ Armory
____ Kitchen ____ Stadium ____ No. of Classrooms
✓ Other Parking Facility
(Name and # of sq. ft.)

5. **Hours, Days and Dates Requested** (Be specific and exact or costs cannot be calculated):
Sundays 7 AM - 6 PM March 3, 1996 - Dec 22, 1996
43 Sundays

FOR DCPS USE ONLY COST ELEMENTS

	Rate per Hour	No. Hours	Daily Cost	No. Days	Total Cost
A. **ONE-TIME USERS**					
1. Basic Fee			$350.00	43	$15,050.00
2. Overtime Costs					
	$350.00	per Sunday			
3. Air Conditioning					
4. Heating					
5. Electricity					
6. Other (specify)					

B. **CONTINUOUS USERS**

Pro-Rata Rental Fee	Cost/Sq. Ft. Per Day	No. Sq. Ft.	No. Days	Total Cost
Schedule A Schedule B	$.024 .007			$15,050.00

C. **TOTAL REIMBURSEMENT COSTS FOR THE PERIOD OF REQUESTED USE** _____

Calculated by DCPS Realty Office. Signature _____

The user must reimburse the total costs shown above, if any, by certified check or money order (except PTAs) payable in advance to "THE D.C. PUBLIC SCHOOLS." Such certified checks or money orders shall be submitted to the Realty Office, Room 805, Presidential Building, 415 12th Street, N.W. Washington, D.C. 20004. Payment is due by _____. For monthly payments, _____ is due by _____, and monthly payments of _____ will be due the first of each month beginning _____.

B & G FORM NO. 5

APPLICATION FOR USE OF FACILITIES
CONDITIONS OF USE

1. Date of Application October 25, 1995

2. NAME OF USER/ORGANIZATION: Michael Sussman / Georgetown Flea Market

3. FACILITY REQUESTED: Parking Facility - Rosario Adult Ed. Center

4. HOURS, DAYS, AND DATES REQUESTED (TO BE EXACT AND COMPLETE):

Sundays 7AM - 6PM March 3, 1996 - Dec 22, 1996
(43 Sundays)

****

FOR DCPS USE ONLY:

Recommendations by DCPS Security Office

Other Conditions and Guidelines Applicable to Use

****

USER AGREEMENT Your signature below signifies that you understand and agree to use the requested facility only according to the conditions listed above. You must sign and return this form **AFTER** receiving the list of conditions from the DCPS Realty Office.

Return this form to the Realty Office by _____.

Michael Sussman
User's Signature

10/25/95
Date

Conditions Governing Use of Rosario Parking Lot
by Michael Sussman/Georgetown Flea Market
March 3, 1996 to December 22, 1996

The following terms govern this use:

1. Rules of the Board of Education, Section 3500, et.seq. which are incorporated by reference.

2. This agreement grants use of the parking lot only at Rosario School on Sundays beginning March 3, 1996 through December 22, 1996, from 7:00 a.m. to 6:00 p.m.

3. The user shall be responsible for repairing any damage to the Rosario Site or building due to this use. The parking lot is made available "as is."

4. Proof of public liability insurance in the amount stated in the Board Rules, with the D.C. Board of Education and the D.C. Government as additional insured shall be on file in the Realty Office, Penn Center, 1709 Third Street, N. E., Washington, D. C. 20002, prior to use.

5. Agreement is subject to termination if user defaults on any term herein, but a week's written notice will be given if reasonably possible.

6. All notices related to this agreement shall be sent to:

   For User: Mr. Michael Sussman
   Georgetown Flea Market
   2109 "N" Street, N. W.
   Washington, D. C. 20037

   For DCPS: Realty Officer
   Division of Facilities Management
   Penn Center, Lower Level
   1709 Third Street, N. E.
   Washington, D. C. 20002

7. The user is responsible for security during the term of this use and shall have a full-time market master on the site during each use. The name of the market master is:
   _____. Please notify the Realty Office at 202/576-8961 in advance if any substitute(s) are made.

8. **The user shall be responsible for clean-up (including removing all trash from the site) after each use.**

9. Farmers trucks shall enter by the East Gate on Wisconsin Avenue, N.W. The user shall be responsible for any damage to curb, sidewalk, or parking lot paving.

10. **Since the building shall be closed to the market staff and consumers, the user shall provide "port-a-johns" for the farmers and consumers.**

11. **No one is allowed to set-up in front of the building's entrance (on the grass). Vendors are totally restricted to parking lot.**

12. No shoppers shall be allowed to park on the Fillmore or Rosario sites.

13. The user (Michael Sussman/Georgetown Flea Market) is responsible for all damages and/or claims that may arise from the use of the Rosario Parking Lot, during this use period.

Signature: _____
Michael Sussman

DISTRICT OF COLUMBIA
PUBLIC SCHOOLS

Real Estate Office
825 North Capitol Street, N.E., Suite 7122
Washington, D.C. 20002-4232
202-442-5199, fax: 202-442-5180
www.k12.dc.us

Hardy

September 9, 1999

Mr. Michael Sussman
Georgetown Flea Market
2109 N Street, N.W.
Washington, D.C. 20037

Dear Mr. Sussman:

Enclosed for your records is a copy of the Use Agreement submitted by the Georgetown Flea Market, requesting permission to use the parking facilities at the Hardy Middle School to have a flea market. This use is scheduled to begin on September 12, 1999 through September 3, 2000. Please note that any D.C. Public Schools' activities take preference over this use. Notwithstanding anything to the contrary contained herein, D.C. Public Schools shall have the unilateral right, in its sole discretion, to terminate this Agreement upon thirty (30) days prior written notice.

The total monthly user fee is at $1,763.67, as defined on the enclosed "Application to Use Facilities", page 2 of 2. This rental rate will be revised upon receipt of the new appraisal and the new rate will reflect the new appraised value and will be applied from September 1999.

Please submit a certified check or money order, made payable to **D.C. Public Schools**, and forward to the D.C. Public Schools Real Estate Office, 825 North Capitol Street, N.E., Suite 7122, Washington, D.C. 20002. Also, return an executed copy of the enclosed Assumption of Risk and Indemnification Form, Conditions of Use, and an insurance certificate prior to use. The User's fee and insurance is a prerequisite for use.

If this use is cancelled or postponed, please notify both the principal and this office (202) 442-5199.

Sincerely,

Gerald F. Cooke
Director

GFC/tp

Enclosures

cc: Patrick Pope, Principal
Security
Custodial Services
Real Estate Office

APPLICATION TO USE FACILITIES

This form must be received in the Real Estate Office at least twenty (20) working days prior to the proposed use. For more information call the Real Estate Office on (202) 442-5199. The Principal's approval is needed prior to submitting this application to the Realty Office.

DATE OF APPLICATION: August 24, 1999 **FACILITY REQUESTED:** Parking Facility, Hardy M.S.

NAME OF USER/ORGANIZATION: Georgetown Flea Market Front and rear lots.

AUTHORIZED CONTACT: Michael Sussman

ADDRESS: 2109 N Street, N.W. Washington, D.C. 20037 **TELEPHONE:** 202-296-4989

DESCRIPTION OF PROPOSED USE: (Attach a brochure, flyer, etc. describing your activity.)

Sale of antiques and collectibles on a Sunday basis for the Georgetown/Burleith area. Open to all persons to buy and sell. Rear lot will not be used Dec., Jan. and Feb.

Check if applicable to proposed use.: More than 100 persons expected to attend: XX Handling of money: XX

Specific Area Requested: Auditorium ____ Gymnasium ____ Stadium ____ Armory ____

Cafeteria ____ Kitchen ____ No. of Classrooms ____ Other PARKING FACILITIES

Period of Requested Use:	**Hours** From...To	**Days** Mon-Sun	**Dates** Month/Day/Year
	7AM-6PM	SUNDAYS	SEPT 1999-SEPT 2000

Type of User:

Public School Related:
- ___PTA or HSA
- ___DCPS Program or Activity
- ___Other

Non-Public School Related:
- ___Religious Organization
- ___Non-Profit Group
- X Other individual

How is the program funded? DCPS ____ Grant ____ Other private

Is the Staff paid? n/a or volunteer? ____ **Is there a charge to the participants?** Yes ____ No not to the public

I hereby agree to be bound by the terms of the Application to Use Facilities and to abide by the pertinent rules of the Board of Education, Section 3500 thru 3508 and Superintendent Directives. Furthermore, I agree to make final arrangements and publicize this activity ONLY after written approval has been received.

User Signature: _____ **Date:** 8/24/99

****

NOTE: All Users must immediately vacate the premises, as a result of a court order, construction, or inclement weather. This agreement may be cancelled with a thirty (30) day notice for the convenience of the School System.

FROM : MICHAEL SUSSMAN FAX NO. : 202 223 0289 Aug. 24 1998 10:13PM P1

INSURANCE INFORMATION:
The following information must be accurate. (False information will be cause for immediate termination of the agreement.)

Name of Insurance Company: Travelers Property Casualty
Policy Number: 660-198C3186TCT-99 Coverage: $2,000,000.00
Name and Telephone no. of Insurance Agent: DREYFUSS-NEY 301-656-3994
All users must sign an Indemnification Form, after approval of the use application by the Real Estate Office as necessary. This for plus a copy of the users insurance certificate to the Real Estate Office at least forty-eight (48) hours prior to entering the building.

For DCPS Real Estate Office Use Only **Calculated by:**

Assessed Rate: $110 per space per month

$110 / 20 (average monthly work days) = $5.50 daily rate

$5.50 x 74 (parking spaces) = $407.00 (per day)

$407.00 x 52 Sundays = $21,164

$21,164 x 12 = $1,763.67 (per month)

CONTINUOUS USERS

Pro-Rated Rental Fee	Cost/Sq. Ft. Per Day	No. Sq. Ft.	No. Days	Total Cost
Schedule A Schedule B	$.024 .007			

DCPS SIGNATURES	RECOMMEND	APPROVE	DISAPPROVE	DATE
PRINCIPAL/FACILITY ADMINISTRATOR				
REALTY OFFICER				9/9/99
SUPERINTENDENT/DEPUTY/ASSISTANT				

FORM NO. 53RO390 REV 2/98

FROM : MICHAEL SUSSMAN FAX NO. : 202 223 0289 Aug. 24 1998 10:13PM P2

DISTRICT OF COLUMBIA
PUBLIC SCHOOLS

Real Estate Office
825 North Capitol Street, N.E., Suite 7122
Washington, D.C. 20002-4232
202-442-5199, fax: 202-442-5180
www.k12.dc.us

ASSUMPTION OF RISK AND INDEMNIFICATION FORM

Georgetown Flea Market, hereby agrees that all property and activities of any kind or nature whatsoever that may be in, upon, or about the designated space utilized by the **Georgetown Flea Market** on the Hardy Middle School's parking facilities, at any time during the term of this use agreement, or any renewal or extension hereof, shall be in, upon or about said premises at the sole **Georgetown Flea Market** or those claiming by, through, or under the **Georgetown Flea Market**.

Moreover, the **Georgetown Flea Market**, hereby agrees to indemnify and save harmless the District of Columbia Government, the D.C. Public Schools, and their agents and employees, from all penalties, claims and demands resulting from the **Georgetown Flea Market** use and occupancy of the designated premises, and in the conduct of its operation on said premises.

It is expressly understood that the District of Columbia Government, D.C. Public Schools, and their agents and employees shall not be liable to the **Georgetown Flea Market**, or to any person, for any accident, injury, loss, or damage to any person, or property while in, upon, or about, or entering or leaving said premises at any time during the term of the use agreement or any renewal or extension hereof, resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government and D.C. Public Schools, who may plead this release in bar thereof, in any and every suit, demand and claim for same.

Georgetown Flea Market

By: _____ 9/9/99

Name Date

Conditions Governing Use of H[illegible]y Middle School's Parking Facilities by the Georg[illegible]wn Flea Market September 12, 1999 to September 3, 2000

The following terms govern this use:

1. Rules of the Board of Education, Section 3500, et. seq. which are incorporated by reference.

2. This agreement grants use of the parking facilities at Hardy Middle School on Sundays beginning September 12, 1999 to September 3, 2000, from 7:00 a.m. to 6:00 p.m.

3. The User shall be responsible for repairing any damage to the Hardy Middle School site or building due to this use. The parking lost is made available "as is".

4. Proof of public liability insurance in the amount stated in the Board Rules, with the D.C. Board of Education, and the D.C. Government as an additional insurer shall be on file in the D.C. Public Schools, Real Estate Office, 825 North Capitol Street, N.E., Washington, D.C. 20002, prior to use.

5. If the User defaults on any term herein, the agreement is subject is subject to termination.

6. If the User desires to terminate the agreement prior to the end of the term agreement, a notice of five (5) days must be submitted to the D.C. Public Schools' Real Estate Office.

7. All notices related to this agreement shall be sent to:

   For User: Mr. Michael Sussman
   Georgetown Flea Market
   2109 "N" Street, N.W.
   Washington, D.C. 20037

   For DCPS: Veronica L. Falwell, Deputy Officer
   Real Estate Office
   825 North Captitol Street, N.E., Suite 7122
   Washington, D.C. 20002

8. The User is responsible for security during the term of this use and shall have a full-time Market Master on the site during each use.
   The name of the Market Master is: Michael Sussman. Please notify the Real Estate Office at 202/442-5199 in advance if any substitute(s) are made.

9. The User shall be responsible for clean-up (including removing all trash from the site) after each use.

10. The delivery trucks shall enter by the East Gate on Wisconsin Avenue, N.W. The User shall be responsible for any damages to the curb, sidewalk, or parking lot paving caused by this activity.

11. Since the building will be closed to the market staff and consumers, the User shall provide "port-a-johns" for the farmers and consumers.

12. No one is allowed to set-up in front of the building's entrance, or outside of the fence around the parking lot.

13. The User (Georgetown Flea Market) is responsible for all damages and/or claims that may arise from the use of the Hardy Middle School's parking lot, and the area adjacent during this use.

Signature _____
Michael Sussman

MICHEAL SUSSMAN
F M ACCOUNT
2109 N STREET NW
WASHINGTON, DC 20037

0995

68-122/540
BRANCH 00480

DATE 9-9-99

PAY TO THE ORDER OF D.C. Public Schools $ 1221.00

One Thousand two Hundred twenty one 00/c DOLLARS

Security Features Details on

FIRST UNION®
First Union National Bank
McLean, Virginia
R/T 054001220

FOR 407 x 3 Sept. 3 Sundays.

Michael Sussman

© HARLAND Style 2

ACORD INSURANCE BINDER

DATE (MM/DD/YY): 10/18/00

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER | PHONE (A/C, No, Ext):

Brown & Brown Insurance of AZ
4041 N. Central Avenue
Suite 1400
Phoenix AZ 85012

COMPANY: General Accident Ins.

BINDER #: 52858-2

EFFECTIVE DATE	EFFECTIVE TIME			EXPIRATION DATE	EXPIRATION TIME	
10/25/00	12:01	X	AM	11/25/00	X	12:01 A
			PM			NOC

THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: N/A - TBD

CODE: | SUB CODE:

AGENCY CUSTOMER ID:

INSURED

Michael Sussman, DBA: Georgetown Flea Market
2109 N. St. N.W.

Washington DC 20037

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)

Loc 1: 1819 35th St. N.W. Washington, DC 20007

Loc 2: 1345 U St. N.W. DC 20009

COVERAGES

TYPE OF INSURANCE	COVERAGE/FORMS	LIMITS: AMOUNT	DEDUCTIBLE	COINS
PROPERTY — CAUSES OF LOSS: [ ] BASIC [ ] BROAD [X] SPEC; [X] REPL COST	Loc 01: Personal Property	10,000	500	90

TYPE OF INSURANCE	COVERAGE/FORMS	LIMITS:	$
GENERAL LIABILITY			
[X] COMMERCIAL GENERAL LIABILITY		GENERAL AGGREGATE	$ 2000000
[ ] CLAIMS MADE [X] OCCUR		PRODUCTS - COMP/OP AGG	$ 2000000
[ ] OWNER'S & CONTRACTOR'S PROT		PERSONAL & ADV INJURY	$ 1000000
		EACH OCCURRENCE	$ 1000000
		FIRE DAMAGE (Any one fire)	$ 100000
	RETRO DATE FOR CLAIMS MADE:	MED EXP (Any one person)	$ 5000
AUTOMOBILE LIABILITY		COMBINED SINGLE LIMIT	$
[ ] ANY AUTO	N/A	BODILY INJURY (Per person)	$
[ ] ALL OWNED AUTOS		BODILY INJURY (Per accident)	$
[ ] SCHEDULED AUTOS		PROPERTY DAMAGE	$
[ ] HIRED AUTOS		MEDICAL PAYMENTS	$
[ ] NON-OWNED AUTOS		PERSONAL INJURY PROT	$
		UNINSURED MOTORIST	$
			$
AUTO PHYSICAL DAMAGE — DEDUCTIBLE	[ ] ALL VEHICLES [ ] SCHEDULED VEHICLES	[ ] ACTUAL CASH VALUE	
[ ] COLLISION:	N/A	[ ] STATED AMOUNT	$
[ ] OTHER THAN COL:		[ ] OTHER	
GARAGE LIABILITY		AUTO ONLY - EA ACCIDENT	$
[ ] ANY AUTO	N/a	OTHER THAN AUTO ONLY:	
		EACH ACCIDENT	$
		AGGREGATE	$
EXCESS LIABILITY	N/A	EACH OCCURRENCE	$
[ ] UMBRELLA FORM		AGGREGATE	$
[ ] OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	SELF-INSURED RETENTION	$
		[ ] STATUTORY LIMITS	
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	N/A	EACH ACCIDENT	$
		DISEASE - POLICY LIMIT	$
		DISEASE - EACH EMPLOYEE	$

SPECIAL CONDITIONS/ OTHER COVERAGES: N/A

NAME & ADDRESS

District of Columbia Public
School System
825 N. Capitol St., N.E.
Rm. 7122, Washingto DC 20002

[ ] MORTGAGEE [X] ADDITIONAL INSURED
[ ] LOSS PAYEE

LOAN #

AUTHORIZED REPRESENTATIVE: Rushna Sidhwa

© ACORD CORPORATION 1993

DISTRICT OF COLUMBIA
PUBLIC SCHOOLS

Real Estate Office
825 North Capitol Street, N.E., Suite 7122
Washington, D.C. 20002-4232
202-442-5199, fax: 202-442-5180
www.k12.dc.us

Hardy

RECEIVED
2001 JAN 29 PM 3:56
D.C. PUBLIC SCHOOLS
LEGAL SERVICES BRANCH

September 9, 1999

Mr. Michael Sussman
Georgetown Flea Market
2109 N Street, N.W.
Washington, D.C. 20037

Dear Mr. Sussman:

Enclosed for your records is a copy of the Use Agreement submitted by the Georgetown Flea Market, requesting permission to use the parking facilities at the Hardy Middle School to have a flea market. This use is scheduled to begin on September 12, 1999 through September 3, 2000. Please note that any D.C. Public Schools' activities take preference over this use. Notwithstanding anything to the contrary contained herein, D.C. Public Schools shall have the unilateral right, in its sole discretion, to terminate this Agreement upon thirty (30) days prior written notice.

The total monthly user fee is at $1,763.67, as defined on the enclosed "Application to Use Facilities", page 2 of 2. This rental rate will be revised upon receipt of the new appraisal and the new rate will reflect the new appraised value and will be applied from September 1999.

Please submit a certified check or money order, made payable to **D.C. Public Schools**, and forward to the D.C. Public Schools Real Estate Office, 825 North Capitol Street, N.E., Suite 7122, Washington, D.C. 20002. Also, return an executed copy of the enclosed Assumption of Risk and Indemnification Form, Conditions of Use, and an insurance certificate prior to use. The User's fee and insurance is a prerequisite for use.

If this use is cancelled or postponed, please notify both the principal and this office (202) 442-5199.

Sincerely,

Gerald F. Cooke
Director

GFC/tp

Enclosures

cc: Patrick Pope, Principal
Security
Custodial Services
Real Estate Office



DISTRICT OF COLUMBIA PUBLIC SCHOOLS

DIVISION OF FACILITIES MANAGEMENT
REALTY BRANCH
1709 3RD STREET, N.E. WASHINGTON, D.C. 20002

January 10, 1994

Mr. Michael Sussman
Georgetown Flea Market
2109 "N" Street, N. W.
Washington, D. C. 20037

Dear Mr. Sussman:

Attached is the conditionally approved use agreement submitted by Georgetown Flea Market requesting the use of the parking lot at Rosario Adult Education Center to hold a weekly flea market which will be open to all people. The beginning date is March 6, 1994, and the ending date is December 18, 1994. The use is scheduled to take place between the hours of 7:00 a.m. to 6:00 p.m. each Sunday. In accordance with the current policy of the Board of Education, payment of the user fee is a prerequisite for use.

The total user fee is $12,600.00 for 42 Sundays. The monthly payments for the user fee will be $1,260.00. These payments are to be made payable to the D. C. Public Schools by either a certified check or money order, and forwarded to the Realty Office, Division of Facilities Management, 1709 Third Street, N. E., Penn Center - 3rd Floor, Washington, D. C. 20002. Your first payment, and an executed copy of the enclosed Assumption of Risk and Indemnification Form are due **prior** to use. Thereafter, your monthly payments are due by the first of each month. Your use will be authorized after we receive the requested items.

Please notify both the principal and this office (202/576-0895) if the use is canceled or postponed.

Sincerely,

Veronica L. Falwell

Veronica L. Falwell
Realty Officer

Attachment

cc: Ms. Gutierrez

Conditions Governing Use of Rosario Parking Lot
by Michael Sussman/Georgetown Flea Market
March 6, 1994 to December 18, 1994

The following terms govern this use:

1. Rules of the Board of Education, Section 3500, et.seq. which are incorporated by reference.

2. This agreement grants use of the parking lot only at Rosario School on Sundays beginning March 7, 1993 through December 19, 1993, from 7:00 a.m. to 6:00 p.m.

3. The user shall be responsible for repairing any damage to the Rosario Site or building due to this use. The parking lot is made available "as is."

4. Proof of public liability insurance in the amount stated in the Board Rules, with the D.C. Board of Education and the D.C. Government as additional insured shall be on file in the Realty Office, Penn Center, 1709 Third Street, N. E., Washington, D. C. 20002, prior to use.

5. Agreement is subject to termination if user defaults on any term herein, but a week's written notice will be given if reasonably possible.

6. All notices related to this agreement shall be sent to:

   For User: Mr. Michael Sussman
   Georgetown Flea Market
   2109 "N" Street, N. W.
   Washington, D. C. 20037

   For DCPS: Realty Officer
   Division of Facilities Management
   Penn Center, Third Floor
   1709 Third Street, N. E.
   Washington, D. C. 20002

7. The user is responsible for security during the term of this use and shall have a full-time market master on the site during each use. The name of the market master is: Michael Sussman. Please notify the Realty Office at 202/576-0895 in advance if any substitute(s) are made.

8. **The user shall be responsible for clean-up (including removing all trash from the site) after each use.**

9. Farmers trucks shall enter by the East Gate on Wisconsin Avenue, N.W. The user shall be responsible for any damage to curb, sidewalk, or parking lot paving.

10. **Since the building shall be closed to the market staff and consumers, the user shall provide "port-a-johns" for the farmers and consumers.**

11. No shoppers shall be allowed to park on the Fillmore or Rosario sites.

12. The user (Michael Sussman/Georgetown Flea Market) is responsible for all damages and/or claims that may arise from the use of the Rosario Parking Lot, during this use period.

Signature: Michael Sussman
Michael Sussman

ASSUMPTION OF RISK
AND INDEMNIFICATION FORM

The **Georgetown Flea Market** hereby agrees that all property and activities of any kind or nature whatsoever that may be in, upon or about the designated space utilized by the **Georgetown Flea Market** at the Rosario Adult Education Center at any time during the term of this contract, or any renewal or extension hereof, shall be in, upon or about said premises at the sole risk and hazard of **Georgetown Flea Market** or those claiming by, through or under **Georgetown Flea Market.**

Moreover, **Georgetown Flea Market** hereby agrees to identify and save harmless the District of Columbia Government, the D. C. Public Schools, and their agents and employees, from all penalties, claims and demands resulting from **Georgetown Flea Markets** use and occupancy of the designated premises, and in the conduct of its operation on said premises.

It is expressly understood that the District of Columbia Public Schools, D. C. Public Schools, and their agents and employees shall not be liable to the **Georgetown Flea Market** to any person, for any accident, injury, loss, or damage to any person, or property while in, upon, or about, or entering or leaving said premises at any time during the term of the use agreement or any renewal or extension hereof, resulting from any cause whatsoever, and all claims therefore are hereof released to the District of Columbia Government and D. C. Public Schools, who may plead this release in bar thereof, in any and every suit, demand and claim for same.

Georgetown Flea Market

by Michael Passmen

2/3/94

Date

DISTRICT OF COLUMBIA PUBLIC SCHOOLS
APPLICATION TO USE FACILITIES

NOTE: Please read instructions and review the Board of Education Rules in the Use Agreement handbook prior to completing this application. For more information, call the DCPS Realty Office, 727-2552.

1 Date of Application 11/29/93

2. **NAME OF USER/ORGANIZATION:** Michael Sussman / Georgetown Flea Market

3. **FACILITY REQUESTED:** Rosario Adult Education Center Parking Facility
Name Region

4. **AUTHORIZED CONTACT:** Michael Sussman
ADDRESS 2109 N Street, N.W.
Washington, DC 20037
TELEPHONE (202) 296-4989

5. **DESCRIPTION OF PROPOSED USE**—Nature of services to be offered; purpose and objectives; target population
USE OF PARKING Facility For an Antiques Flea Market ON A Sunday basis for the Georgetown / Burleith Area Flea Market / Farmers Market / tag sale. To be open to All persons to buy and Sell

6. **SPECIFIC AREA REQUESTED:** (Please Check)

Auditorium ____	Gymnasium ____	Stadium ____
Armory ____	Kitchen ____	Cafeteria ____
No. of Classrooms ____		Field ____
Other ✓ Parking Facility (Name and number of square feet)		

7. **PERIOD OF REQUESTED USE:**

Hours (from . . . to)	Days (Mon-Sun)	Dates (Day/Month/Year)
7Am - 6PM	Sundays	Sunday March + Sunday Dec. (42 Sundays) 1994

8. **TYPE OF USER.** (Check One):

Public School-Related

_____PTA or Home and School Association
_____Neighborhood School Council
_____Educational Organization or Local Affiliate of a National Educational Organization
_____DCPS Program or Activity
_____Other_____

Non-Public School-Related

_____Civic Organization Meeting in Public Interest
_____Religious Organization or Affiliate
_____Advisory Neighborhood Commission
_____D.C. Government Agency
_____Other Government Activity
_____Business
_____Non-Profit Group
__X__Individual
_____Other

(a) Please attach a brochure describing your organization.

(b) Read carefully Parts II, III, and IV of the Use Agreement Handbook on Limitations on Use, Special Conditions, and Insurance Requirements.

9. **SAFETY AND SECURITY**

Security measures may be needed if the proposed activity involves any of the following circumstances Pleas check those which apply to your proposed use:

__X__More than 100 persons expected to attend
_____Dance
_____Use of Field
_____Night or Week-end use
_____Handling of money

10. **REQUEST FOR KITCHEN OR CAFETERIA:**

Please read Directive 642.7, "Guidelines for Use of Food Service Facilities," (Attachment F in Handbook)

1. Has a Food Service employee been identified to work?_____
2. If using a Food Services employee volunteer, is a letter from the volunteer stating this intent attached to this form?_____
3. If the user employs their own person to use the facilities, has this person been certified by the Food Services Branch?_____

11. **SPECIAL NEEDS OR CONCERNS OF USER:**

_____

_____

APPLICATION FOR USE OF FACILITIES PROGRAM AND INSURANCE REVIEW FORM

1 Date of Application 11/29/93

2. NAME OF USER/ORGANIZATION: Michael Sussman / Georgetown Flea Market

3. FACILITY REQUESTED: _____

4. PROGRAM TITLE: _____

5. DESCRIPTION. IN ADDITION TO THE INFORMATION PROVIDED ON PAGE 1, PLEASE INDICATE THE FOLLOWING INFORMATION:

A. How is this program funded? _____

Is the staff paid _____ or volunteer _____?

B. IF THIS IS AN INSTRUCTIONAL PROGRAM,

1. List subject areas. _____
2. Is any special equipment, beyond ordinary classroom supplies, to be used? _____
3. Who will be the (licensed) teacher(s) on-site at all times during the program? _____
4. What is the expected ratio of staff to students? _____

.....

FOR DCPS USE ONLY: REVIEW BY CONTENT AREA CONSULTANT

Program is recommended to be accepted _____, rejected _____, resubmitted, with suggested revisions: _____

_____

Consultant's Name _____ Date _____ (Please sign on page 4)
Print Name Here

.....

INSURANCE INFORMATION

A. Please read Part IV of the Handbook for insurance requirements. The following information must be accurate. False information will be cause for immediate termination of the use agreement.

Insurance to be provided by (check one) _____ DCPS; _____ DC Government; _____ DC Congress of PTA's.

Y Other. If, "Other" please provide the following information, if already known.

1. Name of Insurance Company AETNA Mayfess-Nay Insurance Co.
2. Number and Date of Policy 053 ACM 23232513 4-1-93 to 4-1-94 will be
3. Name and telephone of Insurance Agent ROGER NEY 301-656-3994 renewed
4. Coverages: Commercial Liability $2,000,000
5. An Indemnification form must be signed by all users, after approval of the use application by the Realty Office. A copy of this form is contained in Part IV of this Handbook. It will be forwarded to the user by the Realty Office as necessary. This form plus a copy of the user's insurance certificate must be submitted to the Realty Office at least 48 hours prior to entering the building.

B. **All users** must sign below to signify their understanding of the insurance requirements.

Michael Sussman
User's Signature

11/29/93
Date

APPLICATION FOR USE OF FACILITIES
SIGNATURE AND AUTHORIZATION PAGE

I. **USER AGREES:** I have been supplied with a copy of the Rules of the Board of Education and D.C. Public School System Directives and acknowledge their incorporation as part of this application to use facilities of the D.C. Public School System I hereby agree to be bound by the terms of the Application to Use Facilities Form and to abide by the pertinent rules of the Board of Education, Superintendent's Directives, and special conditions (if so indicated on page 6 of this form) adhered. Furthermore, I agree to make final arrangements and publicize this activity **ONLY** after written approval has been received

Michael Parsons — User's Signature

11/29/93 — Date

II. **DCPS AUTHORIZATIONS**

Comments or Concerns

	Recommended	Approved	Disapproved	Date
Principal/Facility Administrator Sonia Gutierrez	✓			1-5-94
Regional Content Area Consultant (as needed)				
Regional Assistant Superintendent				
Director of Food Services (as needed)				
Director of Safety and Security (as needed)				
DCPS Realty Officer Veronica L. Caldwell		✓		1-12-94
Director, Division of Buildings and Grounds				
Superintendent/Deputy Superintendent				

APPLICATION FOR USE OF FACILITIES
COST REIMBURSEMENT ELEMENTS

1. Date of Application 11/29/93

2. NAME OF USER/ORGANIZATION: Michael Sussman / George Town Flea Mark

3. FACILITY REQUESTED: Parkmo Facility - Rosario Adult Education Center

4. SPACE DESIRED: _____Auditorium _____Gymnasium _____Cafeteria _____Armory
_____Kitchen _____Stadium _____No. of Classrooms
_____Other Parkmo Facility
(Name and # of sq. ft.)

5. Hours, Days and Dates Requested (Be specific and exact or costs cannot be calculated):
Sundays - 7 Am - 6 PM MARCH 6, 1994 to Dec. 18, 19
42 Sundays total

FOR DCPS USE ONLY COST ELEMENTS

	Rate per Hour	No. Hours	Daily Cost	No. Days	Total C
A. ONE-TIME USERS					
1. Basic Fee			300.00	42	12,600.
2. Overtime Costs					
3. Air Conditioning					
4. Heating					
5. Electricity					
6. Other (specify)					

B. CONTINUOUS USERS

Pro-Rata Rental Fee	Cost/Sq. Ft. Per Day	No. Sq. Ft.	No. Days	Total Cos
Schedule A Schedule B	$.024 .007			$ 12,600.00

C. TOTAL REIMBURSEMENT COSTS FOR THE PERIOD OF REQUESTED USE _____
Calculated by DCPS Realty Office. Signature _____

The user must reimburse the total costs shown above, if any, by certified check or money order (except PTAs) pay advance to "THE D.C. PUBLIC SCHOOLS." Such certified checks or money orders shall be submitted to the Realty C Room 805, Presidential Building, 415 12th Street, N.W., Washington, D.C. 20004. Payment is due by _____. For monthly payments, 1260.00 is due by 3-1-94, and monthly payments of 1260.0 will be due the first of each month beginning 4-1-94.

APPLICATION FOR USE OF FACILITIES
CONDITIONS OF USE

1. Date of Application 11/29/93

2. NAME OF USER/ORGANIZATION: Michael Sussman - Georgetown Arts Mgmt

3. FACILITY REQUESTED: Parking Facilities - Rosario Adult Education Cent

4. HOURS, DAYS, AND DATES REQUESTED (TO BE EXACT AND COMPLETE): Sundays - March 6, 1994 - December 18, 1994
7 Am to 6 PM

.....

FOR DCPS USE ONLY:

Recommendations by DCPS Security Office

Other Conditions and Guidelines Applicable to Use

.....

USER AGREEMENT Your signature below signifies that you understand and agree to use the requested facility only according to the conditions listed above. You must sign and return this form **AFTER** receiving the list of conditions from the DCPS Realty Office.

Return this form to the Realty Office by _____.

Michael Sussman
User's Signature

11/29/93
Date

117

Complaint from Michael Sussman
Georgetown Flea Market
6/28/94
2:05 p.m.

1. He called to complain that the locks were ripped off the "Port-a-Johns" on Saturday by the other Flea market users.

2. The other user has not been paying his bill, therefore the Port-a John owner will not come to remove the locks for the other user's Saturday uses.

3. Sussman said he has been paying the entire clean-up bill and it is unfair. The other user is on the lot on Saturdays, they are suppose to clean up after themselves, not leave it for Sunday.

4. Sussman does it because the neighbors are complaining. He will send to us copies of the letters he has received. He spoke to Ben Montgomery at Rosario, Montgomery told him he could not do anything because of the people "downtown".

I listened to his complaints and stated I would call them to the attention of the Realty Officer.

Helen Crumlin

MICHAEL SUSSMAN

2109 N STREET, N. W.
WASHINGTON, D. C. 20037

(202) 296-4989

6-28-94

Dear Ms. Aslanll / Ms. Crumbly

At the suggestion of Mr. Ben Montgomery, Vice Principal at Rosario, I am sending you copies of letters I sent to him and Ms. Gutierrez concerning the Saturday market.

He states they are not happy with the Saturday lessees, but can do nothing unless the Realty office acts. I am ready and willing to meet with you if you need additional information.

Sincerely,

Michael Sussman

Recd 6/29/94

BURLEITH FLEA MARKET TO BE SEPTEMBER 17

Spring cleaners, take note! The annual Burleith Flea Market will be held on September 17, 1994. This event is a great opportunity to clean out the old and discover the new and is a perfect opportunity for students to furnish new dwellings. It is also a prime social event and money-maker for your Citizens Association. We do have some (limited) storage space for items that you need to clean out for the spring and wish to donate to the BCA. Call Peter Pulsifer, at 337-3065, for more information, and don't forget to circle the date on your calendar!

ANC COMMISSIONER'S COLUMN

By law the city agencies to which the Advisory Neighborhood Commissions offer advice are supposed to give our advice "great weight." In fact, they tend to ignore the advice offered, by at least ANC-2E, perhaps because we offer so much advice or because our advice does not fit with their preconceptions. There is an Alice-in-Wonderland feeling on the part of some Commissioners that we are making suggestions in an unreal world. I recently asked another Commissioner, during a very heavy debate on alcoholic beverage sales in Georgetown, whether the Alcoholic Beverage Commission ever paid any attention to our complaints. "Never," she replied, and then went right back to the debate. I recently had two other experiences which demonstrate this point.

I have asked the ANC chair to keep the Commissioners informed of the results of their votes in the real world. We are not even informed of this, instead we move relentlessly ahead, hoping for the best. The first step in ending the delusion that we make a difference is to know the facts. I intend to at least know the facts.

Ted Jacobs

OUR FOXY NEIGHBORHOODS

Glover Park Citizens Association president Jack Everett reports that there are foxes about. If you see one, it is likely to be in the earl morning, at night or at dusk. Some times they can be mistaken for smal dogs. Fox tails, however, are as long as fox bodies and are bush as well. Fox tracks are delicate and the central pad is thin and curved. (A dog's track is more rounded.) Burleith is regularly visited by racoons and possums as well, and is home to a wide variety of family dogs, cats and other pets.

ROSARIO SCHOOL ADDS A SATURDAY FLEA MARKET

The D.C. Public Schools Department has signed a one-year lease with Richard Newton, of Antiquities Promotions in Arlington, who will operate a Flea Market in the parking lot of the Carlos Rosario Adult Education Center on Saturdays. The rent will be $11,700 and will include 39 Saturdays. This Saturday Flea Market has no connection with the Sunday Flea Market, which is run by a different person. According to officials at the Rosario School, the parking lot is a public facility and may be rented by anyone, for a "legitimate cause." Whether or not a cause is legitimate is decided by the Realty Office of the D.C. Public Schools.

Unfortunately, it appears that this approval was granted without any consultation with the community. Many Burleith residents have privately expressed the opinion that, while one Flea Market is an asset to the community, difficulties with crowding, illegal parking and limited access that are bearable for one day a week make two Flea Markets too many. If anyone wishes to comment for or against the Saturday Flea Market, especially those who live nearby, please call Peter Pulsifer at 337-3065. The Citizens Association will base its response to the new Flea Market largely on these comments.

* I have spoken with these people and they would like [illegible] Flowers + Furniture [illegible]

MICHAEL SUSSMAN

2109 N STREET, N. W.
WASHINGTON, D. C. 20037

(202) 296-4989

April 26,1994

Mr. Benjamin Montgomery
Vice Principal
The Carlos Rosario Center
35 and T Streets, N.W.
Washington, D.C. 20009

Dear Mr. Montgomery,

Enclosed please find my application for use of the parking facility for next year. We now use the facility on Sundays and this application is for Saturday and Sunday.

Recently you informed me you had given permission for another person to use the facility on Saturday. Of course I was disappointed that we were not chosen to do the Saturday event as I had spoken to you about this about three months ago. However it is your facility and you can have anyone you want use it and you have always been more than fair with me in the past.

The other party's use of the facility will create certain problems for me which I hope this application will correct. The problems are:

1. Confusion with our market. We have been doing a Flea Market in this area (within two blocks of Rosario) for 23 years. We were the first market in Washinton to do antiques and collectibles and we have much goodwill and history with the neighbors.I am sure that many customers and sellers will think that the Saturday market is simply and extension of the Sunday market. The Saturday market inthe exact same place as ours will attempt to piggyback on our 23 years of service unfairly.

2.We have two porta-johns at the North end of the lot that we pay for as per our agreement . The other user will also have to have his own porta-johns there as per his agreement, and they will also have to be serviced. there will probably be confusion regarding the use of them.

3.Cleaning of the premises. Because we use the facility after the other party, we will always be left with their trash. We will of course clean up as always, no matter who left what on the lot.I would not feel right leaving anything there for you on Monday. It should not be your problem and it will not be. I do not want any finger pointing as to who should be responsible, but if one user was responsible it would make things smoother and easier.

In addition to these reasons, The Georgetown Flea Market has been in business in D.C. for 23 years, it is a D.C. business, my wife and I live here and have since we were both 17. The other party is based in Virginia and has never put on a market in D.C. and has only done so after we have worked and proved that D.C. is the place to do business in and live in. His other markets are in New Jersey, and Virginia. This is my sole market and I am totally involved with it. We have the support of the Georgetown and Burleith community and in the time we have been in business we have never had a complaint from them. Also, as I have stated in the past, we are open to all antiques and collectible vendors and farmers. This means that 60-70% of our vendors are minority and female. I am proud of this and my relationship with them over the years. I understand this is not the case with the other party.

I hope your response to this application is positive and I look forward to working with you for many years.

Sincerely,

Michael Sussman

MICHAEL SUSSMAN

2109 N STREET, N. W.
WASHINGTON, D. C. 20037

(202) 296-4989

June 23,1994

Ms. Sonia Gutierrez, Principal
The Corlos Rosario Center
1819 35 Street, N.W.
Washington, D.C. 20007

Dear Ms. Gutierrez:

In my April 26,1994 letter to Mr. Montgomery I outlined some problems that I might have as the owner of the Sunday Georgetown Flea Market due to your facility being used by another flea market on Saturdays. In addition, when we spoke about these matters, I was told that the other other market would not compete with us as that would be a different type of market.

Unfortunately, this has not been the case. We have been in business within two blocks of Rosario for 23 years. We have a substantial following of both customers and vendors. The Saturday market has attempted, successfully, to draw both the vendors and to capitalize on the location and draw the customers that I have had for the past two decades. They are running the exact same type of market that I do and about 50% of their vendors are from my market. They are trying to start their business based on our good name, reputation and location. I do not think this is fair as I have been, I hope, as good and loyal tenant for five years.

The problems the other market causes I will briefly outline, but this past Sunday really motivated me to bring the whole matter to your attention. When I arrived at my market this past Sunday, I noticed that the metal sign that was on the entrance to the parking lot for the past five years, was missing. I knew it was there the day before at noon as I was shopping at the Safeway with my wife at that time. I made inquiries of my vendors who set up on Saturdays as to whether they knew what had happened. A number said they knew the sign was taken but refused to get involved as they needed the Saturday market to sell their goods. One very brave dealer said that she saw what happened to the sign. Her statement is attached to this letter. She did this at great personal risk, and I told her I would keep her name out of the matter if I could. Two or three vendors, one of which I had banned for selling stolen items and for which he was later arrested, took down and destroyed the metal sign. The witness stated that she felt the market manager knew what was happening as she was in the area and it happened in broad daylight at 2:30 P.M. Based on this evidence, the police came and took a report (#338-082, Officer Damion Taylor) and will arrest the person responsible either this Saturday of next depending on when the witness can come by and make the identification as she did not know his name. The charge will be destruction of property.

As I stated earlier, the following additional problems have resulted from the other market:

When we arrive at the market on Sunday morning we always find the lot dirty with trash all over the place. Because we use the lot after they do, we clean it up so that there will be no problems for you on Monday.

They use our tables on Saturday and to add insult to injury, they usually fail to put them back where they found them.

We continue to mow the 34th Street side of the building and they use it and leave it dirty every Saturday..

The manager of the Safeway, Stuart Lee, complained to me last Saturday that there were many dealers and shoppers using his lot and because Saturday is his busiest day of the week, it hurt his business as people will not shop there if a parking spot is not available when they first drive onto the lot. I told him that it was not my market and to call Rosario. He did not realize that the market was not mine.

My porta-johns have had there locks broken off, This has not happened in five years. They were also left trashed. this was due to the fact that they did not pay to have their service.

In addition I forsee a problem should any damage happen to the premises. There would be the finger pointing between tenants, and no way to fix liability.

Finally, as I stated to Mr. Montgomery, I am a District- based business and reside here, pay taxes here, have been a substitute teacher in the school system and feel that I should be given the opportunity utilize the facility on Saturdays, as I requsted to Mr. Montgomery two months prior to the other party beginning its market. I hope to be able to meet with you soon to discus this year and our request for next year. Your support throughout the past five years has been everything we have hoped for and I would like it to continue. I will do whatever I can to help Carlos Rosario and the flea market to prosper.

Sincerely,

Michael Sussman

* you can check with porta-John Service: 301-937-4686 - Rusty

I Janet Hawkins made at 6808 Highview Terr Upper Marlboro MD. I'm a vendor at Saturday and Sunday Flea market in Georgetown I was set up at the front entrance to the Cannon and saw a vendor take down the sign and destroy it. I saw a 6"2 inch 230 lb white male 230 lb take the sign down and he destroyed it. The manager was in the area and had to have seen him do it:

Janet Hawkins

SECOND DISTRICT MPD
3320 IDAHO AVE N.W.
WASHINGTON, DC 20016
(202) 282-0070

Damion L. Taylor
OFFICER
BADGE #2800

(202) 282-1162
VOICE MAIL

CCN 338-082
(202) 727-1010
NON-EMERGENCY