

## LEASE AGREEMENT

THIS DEED OF LEASE, entered into the \_\_\_\_ day of \_\_\_\_ 2018 by and between the City of Alexandria, a municipal corporation of Virginia (the "Landlord"), and the Arts Resource Foundation (dba Del Ray Artisans) (the "Tenant"), for use of the Colasanto Center located at 2704 Mount Vernon Avenue, Alexandria, Virginia 22301

## WITNESSETH THAT:

For and in consideration of the sum of Five Hundred Dollars (\$500.00) per month paid by the Tenant to the Landlord on execution of this agreement, in consideration of other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and in consideration of the conditions, covenants and agreements hereafter set forth, the parties agree as follows:

1. The Landlord agrees to lease, without monetary rental, the Colasanto Center located at 2704 Mount Vernon Avenue, Alexandria, Virginia (the "Premises"). The Premises do not include the basement or the grounds immediately adjacent to the Colasanto Center which includes the Colasanto Park area, the parking lot adjacent to the Colasanto Center as depicted on the diagram attached hereto as Exhibit 1. Del Ray Artisans must conduct its programs solely within the area set forth on Exhibit 1 and shall insure that there will be pedestrian access. Moreover the area depicted on Exhibit 1 shall be used solely in conjunction with the Tenant's programs and no other use shall be permitted. It is understood that the use of the Premises by the Tenant is not exclusive but is subject to the limiting conditions set forth below in section 7.a. - 7.e.
2. Tenant shall notify the Landlord in writing, prior to any activities conducted at the outdoor area adjacent to the Premises. Further, Tenant shall be responsible for obtaining any and all approvals, including but not limited to permits, from any and all local, state and federal authorities for its activities conducted in the area depicted on Exhibit 1. .
3. Tenant shall be responsible for pickup of all trash and/or rubbish generated by participants attending the outdoor activities within 24 hours following end of outdoor activity. Trash and/or rubbish shall be placed in closed refuse containers for routine pick up.
4. Tenant shall not have use of the outdoor area depicted on Exhibit 1 during Art on the Avenue.
5. Tenant agrees to repair and restore, at its sole expense, any damage that occurs on the area set forth on Exhibit 1. However, the Tenant shall not be responsible for normal wear and tear of the area set forth on Exhibit 1 or damage that occurred to the area prior to the Tenant entering into this Amendment No. 1. The Landlord shall maintain the area set forth on Exhibit 1.
6. The term of this lease shall commence on the first day of \_\_\_\_ 2018, and extend for a period of 36 months, including and ending, on the first day of \_\_\_\_, 2021.
7. The Landlord covenants, warrants, and agrees:

- a. That the Premises may be used by the Tenant for the purposes herein contemplated throughout the term of the lease. The Tenant shall have a quiet enjoyment and peaceful possession of the Premises for the full term herein granted, except as provided in section 9.c.
- b. That the Tenant shall be responsible for all janitorial services and routine maintenance to include fixtures and appliances inside the building, necessary to maintain the Premises for daily use by the Tenant. The Tenant shall also be responsible for telephone costs.
- c. That the Tenant shall make the premises available free of charge to community organizations or groups for such purposes including meetings and small gatherings providing there is no conflict with particular shows or activities scheduled in the gallery at the time of the event and that there will be no prospective damage to the art or facility. The Tenant may charge up to \$50 for any staff fees and clean-up. In addition a designated representative, preferably a member of Del Ray Artisans, shall be responsible for arranging access to the Premises and shall be responsible for proper closing procedures and securing the building at the end of the event.
- d. That the Tenant shall provide access to the restrooms located on the main level in the event the Colasanto Pool is reopened. In the event that the Colasanto Pool is reopened, during pool hours the Landlord shall be responsible for providing swimmers access to the restrooms, mopping the restrooms' floors to remove excess water due to use by swimmers, and securing the exterior, back door after each use of the restrooms by the swimmers.
- e. The Landlord shall maintain the HVAC and other utility systems, including electric, water, sewer, storm drainage and associated structures, but not including telephone. The Landlord shall be responsible for utility service repair costs with the exception of the telephone system and internet service.

8. The Tenant covenants, warrants, and agrees:

- a. That, at the termination of this lease, the Tenant will deliver peacefully Premises in as good order and repair as the same was at the beginning of this lease (unless mutually agreed otherwise), reasonable wear and tear excepted.
- b. That, for the purpose of this lease, the Tenant will use and occupy the Premises for the purpose of community art functions operated by the Tenant. The Tenant will not use or occupy the Premises for any unlawful, disorderly or extra-hazardous purpose or activity.
- c. That the Tenant will be responsible for paying for any damage to the Premises that result from its tenancy and use of the property. The Tenant will not hold the Landlord liable for any damage to any of the Tenant's property or to any property located on the Premises.
- d. That, the Tenant shall demonstrate, to the satisfaction of the Landlord, that the Tenant is covered by combined single-limit comprehensive General Liability Insurance in the minimum amount of \$1,000,000 per occurrence. Coverages are to include: (1) personal and bodily injury liability, (2) premises and property damage operation, and (3) independent contractors. The Landlord shall be listed as an

additional named insured on this policy. The Tenant agrees to maintain such insurance throughout the term of this lease and to furnish evidence to the Landlord of such coverage prior to the effective date, and throughout the term, of this lease.

- e. That the Tenant will indemnify and hold harmless the Landlord and all of its agents, officers and employees from and against any suits, actions, causes of action, claims, damages, losses, costs or expenses (including attorney's fees) arising from or related in any way to any bodily or personal injury or property damage sustained by any of the Tenant's employees, agents, guests, invitees, licensees or permittees while located upon the Premises.
- f. That the Tenant will maintain the organization's 501(c)3 non-profit status for the full time of this lease and provide Landlord written notice of any change and/or modification to Tenant's non-profit status within 30 days of said change.

9. It is mutually covenanted, warranted and agreed by the Landlord and Tenant:

- a. That all of the terms, covenants, agreements, and provisions herein contained shall bind and insure the benefit of the Landlord, the Tenant, and their respective heirs, distributees, executors, administrators, successors, and assigns, provided, however, that the Tenant shall not transfer, assign, or sublet its interests herein without the written consent of the Landlord.
- b. That the Landlord will not be responsible for commitment or agreements arising under law or contract and entered into by the Tenant with any other person, persons, organizations, associations, corporation or other entity whatsoever.
- c. That this lease may be terminated at any time by either party, provided that 60 days written notice of the intention to terminate is given to the other party. If the Tenant fails to maintain the insurance required by section 8.d. of this lease, the Landlord may immediately terminate this lease. Provided further, that in the event the Tenant ceases to use the Premises as a community art center, this lease shall, immediately and without notice from the Landlord to the Tenant, terminate.
- d. All notices, demands, and requests (hereafter referred to as "notices"), required or permitted under the terms of this lease to be given by either party, shall be in writing unless and until otherwise specified in written notice. Any notices required or permitted to be given to any of the parties shall be addressed to the following persons at the addresses set forth below:

City of Alexandria  
James Spengler, Director  
Department of Recreation, Parks and Cultural Activities  
1108 Jefferson Street  
Alexandria, Virginia 22314

Del Ray Artisans  
Kurt Peterson, Director of Facilities  
2704 Mount Vernon Avenue  
Alexandria, Virginia 22301

All notices shall be delivered personally or be sent by United States registered or certified mail, postage prepaid. Notices delivered personally shall be deemed effective from the time they are so delivered; notices sent by mail shall be deemed effective from the date following, the day they are deposited in the United States mail unless deposited in the mail on a Saturday, in which case they shall be deemed effective from the following Monday.

- e. That this lease contains the entire agreement between the parties hereto and shall not be changed or modified in any manner except by a writing properly executed by them.

**IN WITNESS WHEREOF**, the parties hereto have caused this lease to be executed by their duly authorized officials.

**TENANT:**

The Del Ray Artisans

By: \_\_\_\_\_  
Drew Cariaso, President

Date: \_\_\_\_\_

**LANDLORD:**

CITY OF ALEXANDRIA, a municipal  
corporation of Virginia

By: \_\_\_\_\_  
Mark Jinks, City Manager

Date: \_\_\_\_\_

Colasanto Lease Exhibit 1

