

**LEASE AGREEMENT
DRAFT**

THIS DEED OF LEASE is entered into this 1st day of November 2018, by and between the City of Alexandria, a municipal corporation of Virginia (the “Landlord”, and the Alexandria Soccer Association, 1108 Jefferson Street, Alexandria, Virginia 22314 (the “Tenant”).

WITNESSETH THAT:

For and consideration of the rental rate stated below paid by the Tenant to the Landlord as annual rent, payable in 12 equal monthly payments on the first day of each calendar month, and 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. Premises: The Landlord agrees to lease to the Tenant, the room previously known as the Activity Room at the Lee Center located at 1108 Jefferson Street, Alexandria, Virginia (the “Premises”). It is understood that the use of the Premises by the Tenant is subject only to the limiting conditions set forth below in section 6.A.
2. Term: The term of this lease shall commence on the first day of November 2018 (“Lease Anniversary”), and extend for a period of 12 months, including and ending on the 31th day of October 2019.
3. Rental Rate Amounts: The rental amount for each year shall be as follows:

Annual - \$5000
4. The Landlord covenants, warrants, and agrees:
 - A. That the Premises may be used by the Tenant for the purposes of office functions for Tenant’s operations as a Youth Sports Affiliate, non-profit provider of sports activities primarily to City residents throughout the term of this lease. The Tenant shall have quiet enjoyment and peaceful possession of the premises for the full term herein granted, except as provided in section 6.A and 6.C.
 - B. That the Landlord shall be responsible for all janitorial services necessary to prepare the Premises for daily use by the Tenant and shall be responsible for all janitorial services which may be required to restore the Premises to a clean and orderly condition after the conclusion of the Tenant’s daily activities. Such janitorial services shall be at Landlord’s expense.

- C. That the Landlord shall be responsible for the operation and maintenance of the Lee Center during the period of this lease. Landlord shall provide all heating, air conditioning, electrical and water and sewer services for the Premises at Landlord's expense. The Landlord shall maintain all air conditioning and heating equipment, water mains, sanitary sewer lines, storm drains and structures associated with the mains and lines on the property at present standards.
5. The Parties covenant, warrant and agree that:
- A. The Premises may become shared affiliate office space as directed by the Landlord but subject to the following. Tenant is the primary tenant. Landlord may lease to up to two other potential City-approved youth affiliate members a portion of the Premises up to 250 contiguous square feet (i.e. space for two office workers each with a desk) at which time this lease may be amended to reflect as follows: the rental rate for Tenant hereunder shall be decreased by 12.5% for each 125sf for each affiliate that Landlord designates for sharing. Tenant shall have no responsibility or liability to Landlord or others for any conduct or liabilities of such other affiliate member tenants, and Tenant's insurance shall not apply to their conduct. Any such lease relationship shall be directly and exclusively between the Landlord and such tenants, and Landlord shall look solely to such other affiliate member tenants for payment of any rent for their space and compliance with the terms of their lease(s).
 - B. Tenant shall have access to the room as needed and shall safeguard and be responsible for the safe handling of access key cards that are provided to the Tenant.
 - C. Tenant may use conference and meeting rooms identified within RPCA Community Use Policy (rooms with capacities up to 35 people) within the facility for those purposes without charge and subject only to availability. Use of rooms with larger capacity and/or accommodating more than 35 people (i.e. Auditorium or Exhibit Hall) are available up to twelve times annually without charge subject to availability. Any usage over twelve will be subject to fees set by City Council's current RPCA Fee Schedule. Tenant must request, through the Landlord, for use of such space. Tenant's employees and constituents may use the parking areas adjacent to the building to the same extent and at the same cost as Landlord's employees working in the building.

- D. At the termination of this lease, the Tenant will deliver peacefully the Premises in as good order and repair as the same was at the beginning of this lease, reasonable wear and tear excepted.
 - E. For the purpose of this lease, the Tenant will use and occupy the Premises solely for the purpose of an office space to manage the day to day operation of the Tenant's business.
 - F. The Tenant will be responsible for paying for any damage to the Premises beyond normal wear and tear that results from its tenancy and use of the property located on the Premises.
 - G. The Tenant shall demonstrate, to the satisfaction of the Landlord, that the Tenant is covered by combined single-limit General liability Insurance in the minimum amount of \$1,000,000 per person. Coverages are to be included on: (1) personal injury liability, (2) premises operation, and (3) independent contractors. The Landlord shall be listed as an additional insured. 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.
 - H. The Tenant will indemnify and hold harmless the Landlord and all of its agents, officers and employees from and against all liabilities, obligation, suits, actions, causes of action, claims damages, losses, penalties, costs or expenses (including without limitation, disbursements and reasonable attorney's fees) arising from or related in anyway to any bodily or personal injury or property damage sustained by any of the Tenant's employees, agents, guests, invitees, tenants or permittees while located upon the Premises. Landlord will give Tenant prompt notice of claims received for which Landlord will seek indemnification. Unless Tenant rejects such a claim, Tenant shall have the right to control the defense and settlement of such claims.
 - I. Construction, Repair and/or Renovation Events. Use of the Premises shall be dependent upon scheduling by the City of construction activities, facility improvement activities, maintenance activities, and renovation activities, plus any emergencies or emergency repairs. The City will provide reasonable notice (90 days) of Facility Events. If a Facility Event requires the moving of the Tenant, the City will attempt to assist the Tenant to locate another space, but if the City fails to do so, then the tenant shall be responsible for finding an alternate location. Tenant shall not be liable for any rent hereunder during the period its occupancy is precluded by a Facility Event, including related lead times to move out and move in to the Premises.
6. 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 inure to the benefit of the Landlord, the Tenant, and their respective heirs, distributes, 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 commitments or agreements arising under law or contract and entered into by the Tenant with any other person, persons, organization, association, corporation or other entity whatsoever.
- C. That this lease may be terminated other than for cause at any time by either party, provided that 90-days written notice of the intention to terminate will be given to the other party in accordance with paragraph 7.D, below. However, if Tenant fails to maintain the insurance required and landlord provides written notice of that non-compliance, and Tenant fails to provide written proof that it has cured that non-compliance within 10 calendar days of receipt of such notice, then Landlord may terminate this Lease immediately.
- D. Unless otherwise designated in writing, all notices required or permitted hereunder to be sent to the Tenant shall be given in writing to:

Thomas Park
Executive Director
Alexandria Soccer Association
1108 Jefferson Street
Alexandria, Virginia 22314
Email: tpark@alexandria-soccer.org

Unless otherwise designated in writing, all notices required is permitted hereunder to be sent to the Landlord shall be given in writing (which may include email) to:

James Spengler
Director, Recreation, Parks and Cultural Activities
1108 Jefferson Street
Alexandria, Virginia 22314
Email: james.spengler@alexandriava.gov

- 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.

- F. Every part, term or provision of this Lease is severable from the others. If any paragraph, part, term or provision of this Lease is held to be unenforceable by a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of this.
- G. This Lease shall be governed by the laws of the Commonwealth of Virginia, without reference to the principles of conflict of laws. Any law suits under this Lease shall only be brought in a court of competent jurisdiction in the Commonwealth of Virginia, City of Alexandria. ALL PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE), OR OTHERWISE) RELATING TO THIS AGREEMENT.
- H. Each party's liability shall be limited to its assets; and no partner, director, officer, agent, servant, employee, representative or affiliate of either party shall have any personal liability in connection with this Lease. Neither party shall be liable to the other for, and each party hereby waives, any and all rights to claim against the other party, any special, indirect, incidental, consequential, punitive or exemplary damages in connection with this Lease, including, but not limited to, lost revenue or profits, even if a party has knowledge of the possibility of such damages.
- I. Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
- J. Force Majeure. In the event that either party is unable to perform any of its obligations under this Lease or to enjoy any of its benefits because of natural disaster, war, insurrection, strikes or other cause not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall promptly take commercially reasonable action to resume performance. Upon receipt of such notice, all obligations under this Lease shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Lease.

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

TENANT:

**Alexandria Soccer
Association**

BY: _____

Printed Name: _____

Title: _____

Date _____

LANDLORD:

**City of Alexandria, a
Municipal Corporation of Virginia**

BY: _____

Printed Name: Mark Jinks

Title: City Manager

Date: _____