

LEASE AGREEMENT

THIS DEED OF LEASE is entered this 4<sup>th</sup> of October 2018, by and between the City of Alexandria, a municipal corporation of Virginia (the "Land lord") and UpCycle Creative Reuse Center (the "Tenant").

WITNESSETH THAT:

For and consideration of the sum of Five Hundred Eighty-Eight Dollars (\$588.00) per month (total: \$7,056.00) paid by the Tenant to the Landlord 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 to the Tenant the Administrative Offices (as shown on attached floor plan - A) and Storage (as shown on attached floor plan - B) at the Durant Arts Center located at 1605 Cameron Street, Alexandria, Virginia (the "Leased Rooms"). 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 4.A.
2. The term of this lease shall commence on the 4<sup>th</sup> day of October, 2018, and extend for a period ending on the 30th day of June 2021.
3. The Landlord covenants, warrants, and agrees:
  - A. That the Leased Rooms may be used by the Tenant for the purposes herein contemplated throughout the term of this lease. The Tenant shall have quiet enjoyment and peaceful possession of the Leased Rooms for the full term herein granted, except as provided enjoyment and peaceful possession of the Leased Rooms for the full term herein granted, except as provided in section 5.C.
  - B. That the Landlord shall be responsible for all janitorial services necessary to prepare the Leased Rooms for daily use by the Tenant, and shall be responsible for all janitorial services which may be required to restore the Leased Rooms to a clean and orderly condition after the conclusion of the Tenant's daily play school activities during the Durant Arts Center's operating hours (Monday-Friday, 5 p.m. -10 p.m.).
  - C. That the Landlord shall be responsible for the operation and maintenance of the Durant Arts Center during the period of this lease. The Landlord shall maintain all water mains, sanitary sewer lines, storm drains and structures associated with the mains and lines on the property at present standards.
4. The Tenant covenants, warrants and agrees:
  - A. That the Tenant maintains in good standing their 501 © 3 Internal Revenue Tax Exempt status.
  - B. That the Tenant's rights under this lease shall only extend to use of the Leased Rooms between the hours of 8:00a.m. until 10:00p.m., Monday through Saturday. Classes/programs occurring Monday – Friday, 5:00p.m. until 10:00p.m. and on the weekends should be coordinated with the Landlord.
  - C. If the Tenant requests additional space at the Durant Center, the Tenant will be charged the approved rate for that space and the Tenant provides special programs that require filing permits, the required fees will be charged.
  - D. The Tenant will be issued key cards and an alarm code. These are not to be shared with anyone except the Tenant. Tenant will have access to the Center's "house- keys" while they are using to Center. The Center's "house – keys" must remain on the premises at all times and are not to be taken outside the building.

- E. That, at the termination of this lease, the Tenant will deliver peacefully the Leased Rooms in as good order and repair as the same was at the beginning of this lease, reasonable wear and tear excepted.
- F. That, for this lease, the Tenant will use and occupy the Leased Rooms solely for arts programs operated by the Tenant. The tenant will not use or occupy the Leased Rooms for any unlawful, disorderly or extra-hazardous purpose or activity.
- G. That the Tenant will be responsible for paying for any damage to the Leased Rooms that results from its tenancy and use of the property located on the Leased Rooms.
- H. That 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) Leased Rooms operation, and (3) independent contractors. The Landlord shall be listed as an additional named 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.
- I. That 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, theft, penalties, costs or expenses (including without limitation, disbursements and reasonable 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, tenants or permittees while located upon the Premises.
- J. Construction, Repair and/or renovation Events. Use of the Leased Rooms 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 or events that restrict access or use of the space by the Tenant (collectively, "Facility Events"). The City will provide reasonable notice 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.
- K. That the Tenant will make special arrangements with the Landlord for use of the premises during official City holidays including, but not limited to the holidays noted below. Allowed use is not guaranteed on official City holidays.

- NEW YEAR'S DAY
- MARTIN LUTHER KING, JR. DAY
- PRESIDENTS' DAY
- MEMORIAL DAY
- INDEPENDENCE DAY
- LABOR DAY
- COLUMBUS DAY
- THANKSGIVING DAY
- DAY AFTER THANKSGIVING
- CHRISTMAS EVE
- CHRISTMAS DAY

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

- A. That all the terms, covenants, agreements and provisions herein contained shall bind and inure to 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 commitments or agreements arising under law or contract and entered by the Tenant with any other person, persons, organization, association, corporation or other entity whatsoever.
- C. That this lease may be terminated at any time by either party, provided that 30-days written notice of the intention to terminate is given to the other party in accordance with paragraph 5.D, below, provided, however that is the Tenant fails to maintain the insurance required.
- D. Unless otherwise designated in writing, all notices required or permitted hereunder to be sent to the Tenant shall be given in writing to:
- 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.

Lexi Keogh, Executive Director  
 Upcycle Creative Reuse Center  
 1100 Wythe Street, #25334  
 Alexandria, VA 22313

Office of the Arts/Durant Arts Center's point of contact:

Cheryl Anne Colton  
 Regional Program Director, Recreation, Parks and Cultural Activities  
 1108 Jefferson Street  
 Alexandria, VA 22314

Unless otherwise designated in writing, all notices required is permitted hereunder to be sent to the Landlord shall be given in writing to:

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

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

TENANT:

LANDLORD:

City of Alexandria, a  
 Municipal Corporation of Virginia

BY: *Lexi Keogh*  
 Printed Name: Lexi Keogh  
 Title: Executive Director  
 Date: 10-04-18

BY: *Mark Jinks*  
 Mark Jinks  
 City Manager

Approve as to Form

*[Signature]*  
 Assistant City Manager

Date: 10-17-18

**Durant Arts Center  
1605 Cameron Street  
Alexandria, VA 22314**

