

**LEASE AGREEMENT BY AND BETWEEN  
THE CITY OF STAMFORD  
AND**

**TENANT:** \_\_\_\_\_  
**FOR USE OF SPACE AT THE LATHON WIDER COMMUNITY CENTER  
34 WOODLAND AVENUE, STAMFORD, CONNECTICUT**

**THIS LEASE AGREEMENT** (the "Lease"), dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date"), is by and between the **CITY OF STAMFORD** (hereinafter the "Lessor"), a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with a principal place of business located at 888 Washington Boulevard, Stamford, Connecticut, and acting herein by its duly authorized Mayor, and Tenant: \_\_\_\_\_ (hereinafter the "Lessee"), a Type of organization ((501)(c)(3) not-profit or other): \_\_\_\_\_ acting herein by Name: \_\_\_\_\_, its duly authorized Title: \_\_\_\_\_, both hereinafter sometimes referred to, singularly, as a "Party" or, jointly, as the "Parties."

**WITNESSETH:**

1. **Demised Premises.** The Demised Premises consists of approximately \_\_\_\_\_ square feet of space at the Lathon Wider Community Center, 34 Woodland Avenue, Stamford, Connecticut, commonly referred to as room(s) \_\_\_\_\_ and as more particularly depicted in the Floor Plan, attached hereto as Exhibit A. The Lessee shall also have shared access, along with the Lessor and other lessees, to the common areas of the Lathon Wider Community Center, including areas of access and egress, hallways, restrooms, the 2<sup>nd</sup> Floor Multipurpose Room (to be scheduled in advance), the 2<sup>nd</sup> Floor Lounge, the Gymnasiums (to be scheduled in advance) and the parking areas. The Lessee shall not have any assigned parking.
  
2. **Term.** The Term of this Lease shall commence on the Effective Date and terminate one (1) year thereafter, unless sooner terminated by either Party per the terms hereinafter

set forth. Provided that the Lessee is not in Default, the Term of this Lease shall automatically renew for one, additional year, each year thereafter, until terminated by either Party by way of thirty (30) days written notice to the other Party.

3. **Rent.** The rent to be paid by any 501(c)(3) non-profit Lessee to the Lessor shall be in the amount of One Dollar (\$1.00) per year plus other valuable consideration, the sufficiency of which is hereby acknowledged by the Lessor, and shall be made payable to the order of the "City of Stamford" on the Effective Date and the anniversary of that date for each year thereafter, if applicable. All other Lessees shall pay fair market value rent, as set by the City of Stamford Director of Operations, at their sole discretion, to be paid monthly to the order of the "City of Stamford", beginning on the Effective Date and prorated proportionally for any partial months.

4. **Use.** The Lessee may use and occupy the Demised Premises for the sole purpose of administering programs aligned with social services, education services, public safety, public health and/or \_\_\_\_\_

\_\_\_\_\_ (the "Programs"). Lessee shall, at its sole cost and expense, obtain all governmental licenses and permits required to allow Lessee to conduct the Programs. No other use shall be permitted on the Demised Premises unless such use is specifically pre-approved in writing by the City of Stamford Director of Operations. Lessee shall not charge others for access to its Programs or the Demised Premises without the prior written approval of the City of Stamford Director of Operations. Any and all approvals required from the City of Stamford Director of Operations pursuant this section shall be at their sole discretion and may be withheld.

5. **No Exclusive Right to Operate the Programs.** Nothing contained herein shall grant the Lessee the exclusive right to operate the Programs on behalf of Lessor. Lessor may enter into similar agreements with other parties at is sole discretion on an as-needed basis for similar or same Programs.

6. **Signage.** Lessee shall not install any signage at the Demised Premises without the prior written approval of the City of Stamford Director of Operations, which approval shall

be at their sole discretion and may be withheld. All approved signs shall be maintained by Lessee at its sole expense in a first-class and safe condition and appearance. Upon the expiration or earlier termination of this Lease, Lessee shall remove all of its signs at its sole cost and expense and shall repair any damage to the Demised Premises, inside or outside, resulting from the erection, maintenance or removal of any approved signs.

7. **Days/Hours of Operation.** The Lessee shall occupy the Demised Premises only during the normal business hours of Lathon Wider Community Center, which normal business hours shall be determined by the City of Stamford Director of Operations at their sole discretion.

8. **Lessee Representatives, Personnel and Background Checks.** All appointments of representatives or personnel of Lessee assigned in any manner to the Demised Premises are subject to background checks at the sole option of Lessor. Lessee and any such representatives or personnel shall fully comply with Lessor's request for any such checks. The following representative Lessee is hereby authorized to act on behalf of Lessee with respect to the operation of the Programs at the Demised Premises and shall have full authority to accept instructions, make decisions, communicate for and act on behalf of Lessee at all times:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

9. **Morals Clause.** Neither Lessee, Lessee's Representatives nor Lessee's personnel, as defined in Section 8, above, shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the reputation and goodwill associated with Lessor. If Lessee, Lessee's Representative or Lessee's personnel is accused of any act involving moral or ethical issues, dishonestly, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the community and/or Lessor or Lessee, Lessee's Representative or Lessee's personnel is accused of performing or committing any act which could adversely impact Lessee's

events, Programs, services, or reputation, Lessor shall have the right to terminate this contract upon fifteen (15) days written notice specifying the reason, within which period Lessee may cure such offense. The determination of whether and to what extent the offense is cured shall be made by Lessor at its sole discretion.

10. **Assignment.** The Lessee shall not assign this Lease or any interest therein.

11. **Subletting.** The Lessee shall not sublease, permit, or license the Demised Premises or any part thereof.

12. **Quiet Enjoyment.** The Lessee, provided it is not in default hereunder, shall peaceably hold, occupy and enjoy the Demised Premises for the Lease Term without hindrance, molestation, ejection or interference except as otherwise provided in this Lease or as permitted by law.

13. **Lessee's Covenants.** The Lessee agrees, warrants and represents that it shall commit no waste to the Demised Premises, nor suffer the same to be committed thereon, nor injure nor misuse the same; and further agrees, warrants and represents that the Lessee has neither the right nor the power to assign or hypothecate this Lease in any way whatsoever, except as otherwise provided in this Lease, nor make alterations or improvements to the Demised Premises without the prior written approval of the City of Stamford Director of Operations, which approval may be withheld, nor use the same for any purposes except as those expressly authorized herein or in accordance with the applicable provision of this Lease. The Lessee shall keep the Demised Premises in good condition, free of debris, safely and adequately for the Use hereby authorized. The Lessee shall deliver the Demised Premises up to Lessor upon the expiration or earlier termination of this Lease in reasonably good condition, normal wear and tear excepted, and the Lessee shall have no right nor obligation to remove any improvements to the Premises without the prior written consent of Lessor.

14. **Default by Lessee. Damages.** If Lessee should be in breach or default of or violate any of the terms and conditions of this Lease, or if the Lessee should assign or hypothecate this Lease or sublet the Demised Premises or otherwise dispose of the whole or any part of

the Demised Premises or make any structural alterations therein without the prior written approval of the Lessor, or shall commit waste or suffer the same to be committed on said Demised Premises or injure or misuse the same, or if this Lease shall, by operation of law, devolve upon or pass to anyone other than the Lessee, then this Lease shall thereupon, by virtue of this express stipulation expire and terminate, at the option of the Lessor, and the Lessor may, at any time thereafter re-enter said Demised Premises and shall have and possess all of the Lessor's former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statutes relating to summary process, it being understood that no demand for rent nor re-entry for condition broken, as at common law, shall be necessary to enable the Lessor to recover such possession pursuant to said statutes relating to summary process, and that any or all right to any such demand or any such re-entry is hereby expressly waived by Lessee. Should this Lease be so terminated, the Lessee shall not be relieved of liability to the Lessor for any damages sustained by the Lessor by virtue of any such Default and the Lessee hereby agrees to compensate the Lessor for any such damages, which obligation shall survive the expiration or termination of this Lease.

15. **Compliance with Laws.** Lessee shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, charters, statutes, codes, orders, policies and procedures relating to its Use and occupancy of the Demised Premises.

16. **Access to Demised Premises.** Lessor and its employees, officers, agents and independent contractors shall have the right to enter and inspect the Demised Premises at any reasonable time during business hours after reasonable prior oral or written notice to the Lessee, or at any time in case of emergency, for the purpose of ascertaining the condition of the Demised Premises, curing a default on the part of the Lessee at the Lessee's sole cost and expense or making major repairs and capital improvements at the Lessor's sole cost and expense. Lessor shall have a copy of the most current key(s) along with any access and security codes to the Demised Premises for the purposes set forth in this paragraph.

17. **Repairs. Maintenance.** Lessor shall be responsible for, but not obligated to perform, the repair and maintenance of the premises and common areas, including the foundation, floors, roof, windows, exterior walls and all structural, electrical, mechanical

and plumbing systems, equipment and fixtures serving the premises and common areas. As used herein, the term "repairs" shall include replacements and other improvements that are necessary to the maintenance of the premises and common areas in good order and condition. All repairs inside and maintenance to the Demised Premises, except those that are caused by the Lessor's negligence, shall be the sole responsibility of the Lessee. The Lessee shall keep the Demised Premises free from all dirt and other refuse and deposit the same in areas designated by the Lessor. The Lessee shall not be required to perform any repair or maintenance work other than as set forth herein but may install and remove furniture, telephone and electrical equipment at its sole cost. Lessor shall provide and pay charges for the following services and utilities at no cost to the Lessee:

- (a) Heating and air conditioning;
- (b) All utilities, including fuel, water/sewer, electricity and phone;
- (c) Trash removal;
- (d) Snow removal;
- (e) Cleaning of the common areas;
- (f) Security during normal operating hours as determined by the Lessor at the Lessor's sole discretion; and
- (g) Other: \_\_\_\_\_.

Any services or other charges not stated above shall be paid by the Lessee.

18. **Books, Records and Audits.** (a) Lessee shall maintain separate books and records for revenues and expenditures arising from the Use of the Demised Premises and the operation of the Programs. Lessee shall provide Lessor open and regular access to such books and records upon the demand of Lessor. (b) Lessee shall maintain all records, correspondence and all other types of documentation related to the maintenance, repair, improvement and alteration of the Demised Premised, including but not limited to all maintenance agreements, certifications, inspections related thereto, and shall provide Lessor with copies of such records, correspondence and documentation immediately upon Lessor's written request.

19. **Non-Appropriation.** Any obligation of Lessor to make payments or expenditures of any kind under this Lease shall be contingent upon the Lessor securing the requisite

approvals and appropriation(s) being duly passed pursuant to the City of Stamford Charter and Code of Ordinances.

20. **Insurance Requirements.** The Lessee shall provide, at its sole cost and expense, documentary proof of the insurance coverages set forth in the City of Stamford Insurance Requirements attached hereto as Exhibit B and hereby made a part hereof as if fully set forth herein. All insurance coverage and certificates of insurance shall be approved by the City of Stamford Risk Manager prior to commencement of occupancy of the Demised Premises or execution of this Lease. Other insurance coverages may be required by the City of Stamford Risk Manager, which are predicated upon specific needs. If, at any time, any of the said insurance policies shall be or become unsatisfactory to the City of Stamford Risk Manager as to form or substance, in the reasonable discretion of the City of Stamford Risk Manager, or if any insurance company shall become unsatisfactory to the City of Stamford Risk Manager, in the reasonable discretion of the City of Stamford Risk Manager, the Lessee shall, within a reasonable period of time after written notice obtain a new insurance policy, submit same to the City of Stamford Risk Manager for approval and submit a certificate thereof as hereinabove required. Upon failure of the Lessee to furnish, deliver or maintain same, this Lease, at the election of the Lessor, may forthwith be declared suspended, discontinued or terminated. Failure of the Lessee in the above shall not relieve Lessee from any liability under this Lease, nor shall the insurance requirements be construed to conflict with the obligations of the Lessee concerning its liability or indemnification obligations under this Lease.

21. **Non-Waiver.** The failure of the Lessor to insist upon strict performance of any of the terms, conditions or covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor may have; and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions or covenants herein contained, the Lessor reserving the right to require strict compliance therewith at any time, with or without notice except as may be otherwise required herein.

22. **Condition of and Damage to the Demised Premises.** Lessee agrees, warrants and represents that it has examined the Demised Premises and that the Demised Premises are suitable for the Use and purposes intended by this Lease. No agreements, promises,

covenants, warranties or representations have been made by the Lessor as to the condition of said Demised Premises upon which the Lessee has relied in entering into this Lease, and Lessee agrees to take the Demised Premises "As-Is" in its present and existing condition. Should the Demised Premises be partially damaged or rendered unfit for use by fire or other cause, the Lessor shall have no obligation to repair any damage, and either the Lessor or the Lessee may terminate this Lease immediately, at no cost or liability to the Lessor or Lessee, as the case may be.

23. **Indemnification.** Lessee agrees to indemnify, save harmless and defend, at Lessor's option, Lessor of and from any and all fines, claims, suits, actions, judgments, damages or liability and acts of any kind by reason of any breach, violation, or non-performance of any covenant or condition hereof or for the violation of any law, statute, regulation or order, on the part of Lessee, its agents, employees or officers. The indemnifications provided herein by the Lessee shall not extend to any claims, etc., as may arise from the negligent acts or omissions of the Lessor, its officers, employees or authorized agents acting on Lessor's exclusive behalf.

If either the Lessor or the Lessee receives notice of any claim giving rise to the Lessee's obligation to indemnify and defend the Lessor, such Party shall immediately notify the other Party in writing of such claim. Lessor shall have the right and option in the first instance, through counsel of its own choosing and at its own expense, to deal with, defend, settle or compromise any such claim.

If the Lessee fails to appoint counsel to deal with, defend, settle or compromise any such claim within sixty (60) days after receiving this notice thereof, the Lessor may deal with, defend, settle or compromise any such claim through counsel of its own choosing at the expense of the Lessee. In such event, no settlement or compromise shall be made without prior written notice to the Lessee. Lessor shall cooperate with the Lessee in the defense of any such claim or litigation at the Lessee's sole cost and expense.

The foregoing indemnity obligations shall include reasonable attorneys' fees and costs of suit, if applicable, shall not be limited by reason of any insurance coverage required pursuant to this Lease and shall survive the expiration or termination of this Lease.

24. **Mechanic's Liens.** In the event that any mechanic's lien is filed against the Demised Premises as a result of alterations, additions or improvements made by Lessee, Lessor, at its option, may upon thirty (30) days prior written notice, pay the said lien provided that Lessor reasonably determines after inquiring into the validity thereof that the lien is valid and the amount claimed is due, and Lessee shall forthwith reimburse Lessor the total expenses incurred by Lessor in discharging the said lien.

25. **Notices.** All notices and demands, legal or otherwise, incidental to this Lease, or the occupation of the Demised Premises, shall be in writing. If the Lessor or its agents desires to give or serve upon the Lessee any notice or demand, it shall be sufficient to either email said notice or demand to the Lessee Representative and/or send a copy thereof by first class mail, addressed to the Lessee at the Demised Premises. All such notices to the Lessor from the Lessee shall be emailed and/or sent by first class mail to the Director of Operations, City of Stamford, 888 Washington Boulevard, P.O. Box 2152, Stamford, Connecticut, 06904-2152, with a copy to the Director of Legal Affairs via that same email and/or at that, same address.

26. **Holdovers.** In the event that the Lessee shall remain in the Demised Premises after the expiration of the Term, such holding over shall not constitute a renewal or extension of this Lease. In the case of such holding over, the Lessor may, at its option, elect to (a) treat the Lessee as one who has not removed at the end of its Term and thereupon be entitled to all the remedies against Lessee provided by this Lease or the law in that situation or (b) construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to the Term and Rent, and (i) any non-profit 501(c)(3) Lessee shall thereafter pay the Lessor fair market value rent for the Use and occupancy of the Demise Premises, which value shall be set by the City of Stamford Director of Operations, at their sole discretion, to be paid monthly to the order of the "City of Stamford" and prorated proportionally for any partial months and (ii) all other Lessees shall thereafter pay the Lessor twice (two (2) times) the fair market value rent for the Use and occupancy of the Demise Premises, as set by the City of Stamford Director of Operations, at their sole discretion, to be paid monthly to the order of the "City of Stamford" and prorated proportionally for any partial months.

27. **Eminent Domain. Condemnation.** In the event the whole or any part of the Demised Premises shall be taken under any power of eminent domain or condemnation, this Lease shall be terminated and the Lessee hereby waives any claim to compensation or reimbursement from the Lessor for the Lessee's damages, costs, expenses or losses of any kind.

28. **Personal Property.** All of the Lessee's personal property of every kind and description, which may at any time be in, on or upon the Demised Premises, shall be at the Lessee's sole risk with respect to loss by theft, except when due to the Landlord's negligence.

29. **Governing Law and Venue.** The Parties deem this Lease to have been made in the City of Stamford, State of Connecticut, and that it is fair and reasonable for the validity and construction of this Lease to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that these courts are courts of competent jurisdiction, for the purpose of venue, any complaint shall be made returnable to the Judicial District of Fairfield, at Stamford, only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court. The Parties hereby waive any objection which they may now have or will have to the laying of venue of any claims in any forum and further irrevocably submit to such jurisdiction in any suit, action or proceeding.

30. **Confidentiality and Proprietary Rights.** Each Party (the "Receiving Party") understands that the other Party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of the Lessee includes non-public information regarding features, functionality and performance of the Program(s) (the "Lessee's Data"). Proprietary Information of Lessor includes non-public data provided by the Lessor to the Lessee to enable the Program(s) (the "Lessor's Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information and (ii) not to use (except in performance of the Scope of Services or as otherwise permitted herein) or divulge to any

third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. The Lessor shall own all right, title and interest in and to the Lessor's Data. The Lessee shall own and retain all right, title and interest in and to the Lessee's Data. No rights or licenses are granted except as expressly set forth herein.

31. **Gifts.** During the term of this Lease, including any extensions, Lessee shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of The City of Stamford or the Stamford Public Schools or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to Lessee shall include its members, officers, directors, employees, and owners of more than 5% equity in Lessee.

32. **Code of Ethics.** The Lessee shall not use its status as a lessee of the Lessor to derive any interest(s) or benefit(s) from other individuals or organizations and the Lessee shall comply with the prohibitions set forth in the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances.

33. **Claims for Damages.** Should either Party to this Lease suffer injury or damage to person or property because of any act or omission of the other Party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages shall be made in writing to such other Party within a reasonable time after the first observance of such injury or damage.

34. **Dispute Resolution.**

A. EXECUTIVE MEETING. The Parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to this Lease (the "Claim") through a

meeting of the chief executives of each Party, or their respective designees (“Executive Meeting”).

A request for an Executive Meeting shall be made by a Party in writing and delivered to the other Party. The request may be made concurrently with the filing of a non-binding mediation as set forth herein. The Executive Meeting shall be a condition precedent to mediation unless 30 days have passed after the Executive Meeting has been requested with no meeting having been held.

The Executive Meeting shall be held at the City of Stamford Office of Operations Administration, unless another location is mutually agreed upon by the Parties.

B. MEDIATION. Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which shall be administered by a mediator chosen mutually by the Parties. A request for mediation shall be made in writing, delivered to the other Party to this Lease, and filed with the person or entity administering the mediation.

The request may be made concurrently with the filing of arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. If an arbitration is stayed pursuant to this Section, the Parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The Parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held at the City of Stamford Office of Operations Administration, unless another location is mutually agreed upon by the Parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. **ARBITRATION.** Any Claim subject to, but not resolved by, mediation shall, in the sole discretion of Lessor, be subject to arbitration that shall be administered by an Arbitrator chosen mutually by the Parties. A demand for arbitration shall be made in writing, delivered to the other Party to this Lease, and filed with the person or entity administering the arbitration.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law.

35. **Successors and Assigns.** This Lease shall be binding upon the Parties, their successors, successors and assigns, trustees and legal representatives.

36. **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one Lease. Any signature on a copy of this Lease or any document necessary or convenient thereto sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this Lease. Paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the Parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither Party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

37. **Entire Agreement.** This Lease contains the entire agreement between the Parties and all representations to this tenancy or to the Demised Premises are included herein.

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands and seals the day and year first above written. Signed, sealed and delivered in the presence of:

**CITY OF STAMFORD**

\_\_\_\_\_  
Print Name:  
Witness

\_\_\_\_\_  
Print Name:  
Witness

By: \_\_\_\_\_  
Print Name:  
Mayor

**TENANT:** \_\_\_\_\_

\_\_\_\_\_  
Witness  
Print Name:

\_\_\_\_\_  
Witness  
Print Name:

By: \_\_\_\_\_  
Print Name:  
Title:

Approved as to form:

Approved as to insurance:

\_\_\_\_\_  
Print Name:  
Assistant Corporation Counsel

\_\_\_\_\_  
Print Name:  
Risk Manager

**EXHIBIT A**  
**FLOOR PLAN**

**EXHIBIT B**  
**CIT OF STAMFORD INSURANCE REQUIREMENTS**