

1 **..Title**

2 **Lease of City Property: Spring 2021-2026 Boat Shows** – For the purpose of authorizing a  
3 lease of certain municipal property located at the City Dock, surrounding areas and boat  
4 moorings in Annapolis, Maryland as more fully described in the Lease Agreement with Cruisers  
5 University, Inc., t/a Annapolis Spring Sailboat Show, for certain dates in 2021 through 2026,  
6 to conduct boat shows.

7 **..Body**

8 **CITY COUNCIL OF THE**  
9 **City of Annapolis**

10 **Ordinance 10-17**

11 **Introduced by: Mayor Pantelides and Alderman Budge**

12  
13  
14  
15 **Referred to:**  
16 **Economic Matters Committee**  
17 **Environmental Matters Committee**  
18 **Finance Committee**

19  
20 **AN ORDINANCE** concerning

21  
22 **Lease of City Property: Spring 2021-2026 Boat Shows**

23  
24 **FOR** the purpose of authorizing a lease of certain municipal property located at the City Dock,  
25 surrounding areas and boat moorings in Annapolis, Maryland as more fully described in  
26 the Lease Agreement with Cruisers University, Inc., t/a Annapolis Spring Sailboat  
27 Show, for certain dates in 2021 through 2026, to conduct boat shows.

28  
29 **WHEREAS,** Cruisers University, Inc., t/a Annapolis Spring Sailboat Show, desires to lease  
30 certain municipal property for the purpose of conducting boat shows; and

31  
32 **WHEREAS,** the Annapolis City Council believes that these proposed boat shows would inure  
33 to the benefit of the City; and

34  
35 **WHEREAS,** a lease agreement setting forth details of the rental has been prepared and is  
36 considered satisfactory; and

37  
38 **WHEREAS,** Article III, Section 8 of the Charter of the City of Annapolis requires the passage  
39 of an ordinance to authorize the lease.

40  
41 **NOW THEREFORE,**

42  
43 **SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS**  
44 **CITY COUNCIL** that the proposed lease between the City of Annapolis and Cruisers  
45 University, Inc., t/a Annapolis Spring Sailboat Show, for the rental of certain municipal  
46 property at the City Dock and other property and water locations in Annapolis, Maryland during

1 2021 through 2026, specifically described in the Lease Agreement, a copy of which is attached  
2 hereto and made a part hereof, hereby approved and the Mayor is hereby authorized to execute  
3 the lease on behalf of the City of Annapolis.  
4

5 **SECTION II: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**  
6 **ANNAPOLIS CITY COUNCIL** that it is expressly found by the City Council that the property  
7 to be leased will better serve the public need for which the property was acquired by stimulating  
8 local interest in the boating industry, encouraging visitors and residents of the City to visit the  
9 harbor and dock area, by generating tax revenues and rental income to the City and otherwise  
10 providing economic benefits to the City.  
11

12 **SECTION III: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY**  
13 **THE ANNAPOLIS CITY COUNCIL** that this Ordinance shall take effect from the date of its  
14 passage.  
15

16 **EXPLANATION**

17 CAPITAL LETTERS indicate matter added to existing law.

18 [brackets] indicate matter stricken from existing law.

19 Underlining indicates amendments  
20  
21

**CITY OF ANNAPOLIS BOAT SHOW LEASE AGREEMENT**

**(Spring 2021-2026)**

Authorized by O-10-17

**THIS BOAT SHOW LEASE AGREEMENT (“Lease”)** is made this \_\_\_\_day of \_\_\_\_\_, 2017, by and between the City of Annapolis, a municipal corporation of the State of Maryland (“Lessor”), and Cruisers University, Inc., a Maryland corporation, trading as Annapolis Spring Sailboat Show (collectively, “Lessee”).

**ARTICLE I**

**Section 1.1. Premises and Initial Term:**

(a) Lessor hereby leases to Lessee those parcels of land and water described below (collectively, the “Premises”), and as further designated on **Exhibit A**, attached hereto and incorporated into this Lease. The Premises shall not include the sidewalk on Dock Street between Craig Street and the State-owned property at the end of Dock Street, which are to be left open for public access subject to the terms of this Lease.

- i. Water parcel from Charter Dock channel-ward into the Spa Creek moorings and the Susan Campbell Park from Monday, April 26, 2021 at 12:01 AM through Tuesday, May 4, 2021 at 5:00 PM.
- ii. Ego Alley Parcel, but expressly excluding any land or water areas leased by the Lessor to Chesapeake Marine Tours, Inc., which leased area includes (x) the two end boat slips nearest the channel of Spa Creek known as Slips 21 and 22, (y) the end of the dock adjacent to Slip 22 between two dolphins for a distance of not more than eighty feet (80’), and (z) sixty feet (60’) along the boardwalk adjacent to the Harbormaster’s office (the immediately foregoing (x), (y), and (z) are hereinafter referred to as the “CMT Parcel”), from Monday, April 26, 2021 at 5:00 PM through Monday, May 3, 2021 at 8:00 PM.
- iii. Donner Parking Lot Parcel from Tuesday, April 27, 2021 at 7:00 AM through Tuesday, May 4, 2021 at 5:00 PM.
- iv. (Optional) Newman Lot Parcel from Tuesday, April 27, 2021 at 7:00 AM through Tuesday, May 4, 2021 at 5:00 PM. Lessee’s use of the Newman Lot shall be contingent on Lessee obtaining a signed letter of permission from or a separate agreement with the owners of this Parcel (110 Compromise Street), including the adjacent boardwalk and dock for use of this space. A copy of such letter of permission or separate agreement shall be provided to Lessor.
- v. The State Dock Parcel (or the North Bulkhead City Dock Parcel) adjacent to Susan Campbell Park, from Tuesday, April 27, 2021 at 5:00 PM through Tuesday, May 4,

1 2021 at 5:00 PM loaned to the National Sailing Hall of Fame (“NSHOF”) by Lessor  
2 under the terms of a Memorandum of Understanding between the State of Maryland,  
3 Department of Natural Resources, Lessor and the NSHOF dated November 18, 2005  
4 as amended by Addendum dated October 23, 2006.

5  
6 vi. The Susan Campbell Park Parcel from Tuesday, April 27, 2021 at 6:00 PM through  
7 Tuesday, May 4, 2021 at 6:00 PM.

8  
9 vii. PG Street Compound from Monday, April 26, 2021 at 12:01 AM through Tuesday,  
10 May 4, 2021 at 5:00 PM.

11  
12 (b) Any separate agreement(s) and/or letter(s) of permission obtained pursuant to  
13 Section 1.1(a) of this Lease, as may be needed, shall be attached to this Lease as **Exhibit B** upon  
14 execution and completion. Such attachment may occur after full execution of this Lease.

15  
16 (c) Lessee shall only use the Premises for the purpose of holding a boat show (the  
17 “Show”).

18  
19 (d) Lessee shall hold the Show on the Premises only during the dates and times  
20 described above in this Section 1.1 (collectively, the “Initial Term”), and as further described in  
21 Section 1.2 below.

22  
23 (e) The Premises shall not be open to the public before 10:00 AM or after 6:30 PM  
24 during the Initial Term or any Renewal Term (as defined below) of this Lease. This time  
25 restriction shall not apply to private events authorized by Lessee.

26  
27 Section 1.2. Renewal Terms; Extension:

28  
29 (a) This Lease may be renewed for five (5) additional one (1) year terms (each a  
30 “Renewal Term” and collectively, “Renewal Terms”) on the same terms and conditions, and in  
31 accordance with all of the requirements of this Section 1.2. In the event any renewal materially  
32 changes the terms and conditions set forth herein, the approval of Lessor’s City Council may be  
33 required.

34  
35 (b) On April 15, 2017, this Lease shall automatically be renewed for one (1)  
36 additional calendar year of the Show, as further specified below, provided that: Lessee shall not  
37 be in default under Article XIX of this Lease; there shall be no Force Majeure Event that  
38 prevents Lessee’s use of the Premises, as further described in Article XII of this Lease; and there  
39 shall be no material change in the economic stability and sustainability of the power and/or sailing  
40 boating industry. The Premises for this first Renewal Term shall consist of:

41  
42 i. Water parcel from Charter Dock channel-ward into the Spa Creek moorings and the  
43 Susan Campbell Park from Monday, April 25, 2022 at 12:01 AM through Tuesday,  
44 May 3, 2022 at 5:00 PM.

45

- 1       ii.   Ego Alley Parcel, but expressly excluding the CMT Parcel, from Monday, April 25,  
2       2022 at 5:00 PM through Monday, May 2, 2022 at 8:00 PM.  
3
- 4       iii.   Donner Parking Lot Parcel from Tuesday, April 26, 2022 at 7:00 AM through  
5       Tuesday, May 3, 2022 at 5:00 PM.  
6
- 7       iv.   (Optional) Newman Lot Parcel from Tuesday, April 26, 2022 at 7:00 AM through  
8       Tuesday, May 3, 2022 at 5:00 PM. Lessee's use of the Newman Lot shall be  
9       contingent on Lessee obtaining a signed letter of permission from or a separate  
10      agreement with the owners of this Parcel (110 Compromise Street), including the  
11      adjacent boardwalk and dock for use of this space. A copy of such letter of  
12      permission or separate agreement shall be provided to Lessor.  
13
- 14      v.   The State Dock Parcel (or the North Bulkhead City Dock Parcel) adjacent to Susan  
15      Campbell Park, from Tuesday, April 26, 2022 at 5:00 PM through Tuesday, May 3,  
16      2022 at 5:00 PM loaned to the National Sailing Hall of Fame ("NSHOF") by Lessor  
17      under the terms of a Memorandum of Understanding between the State of Maryland,  
18      Department of Natural Resources, Lessor and the NSHOF dated November 18, 2005  
19      as amended by Addendum dated October 23, 2006.  
20
- 21      vi.   The Susan Campbell Park Parcel from Tuesday, April 26, 2022 at 6:00 PM through  
22      Tuesday, May 3, 2022 at 6:00 PM.  
23
- 24      vii.  PG Street Compound from Monday, April 25, 2022 at 12:01 AM through Tuesday,  
25      May 3, 2022 at 5:00 PM.  
26

27           (c)    On December 15, 2017, this Lease shall automatically be renewed for one (1)  
28      additional calendar year of the Show, as further specified below, provided that: the Lease was  
29      previously renewed for the 2022 calendar year; Lessee shall not be in default under Article XIX  
30      of this Lease; there shall be no Force Majeure Event that prevents Lessee's use of the Premises,  
31      as further described in Article XII of this Lease; and there shall be no material change in the  
32      economic stability and sustainability of the power and/or sailing boating industry. The Premises for  
33      this second Renewal Term shall consist of:  
34

- 35           i.    Water parcel from Charter Dock channel-ward into the Spa Creek moorings and the  
36           Susan Campbell Park from Monday, April 24, 2023 at 12:01 AM through Tuesday,  
37           May 2, 2023 at 5:00 PM.  
38
- 39           ii.   Ego Alley Parcel, but expressly excluding the CMT Parcel, from Monday, April 24,  
40           2023 at 5:00 PM through Monday, May 1, 2023 at 8:00 PM.  
41
- 42           iii.  Donner Parking Lot Parcel from Tuesday, April 25, 2023 at 7:00 AM through  
43           Tuesday, May 2, 2023 at 5:00 PM.  
44
- 45           iv.   (Optional) Newman Lot Parcel from Tuesday, April 25, 2023 at 7:00 AM through  
46           Tuesday, May 2, 2023 at 5:00 PM. Lessee's use of the Newman Lot shall be

1 contingent on Lessee obtaining a signed letter of permission from or a separate  
2 agreement with the owners of this Parcel (110 Compromise Street), including the  
3 adjacent boardwalk and dock for use of this space. A copy of such letter of  
4 permission or separate agreement shall be provided to Lessor.

- 5
- 6 v. The State Dock Parcel (or the North Bulkhead City Dock Parcel) adjacent to Susan  
7 Campbell Park, from Tuesday, April 25, 2023 at 5:00 PM through Tuesday, May 2,  
8 2023 at 5:00 PM loaned to the National Sailing Hall of Fame (“NSHOF”) by Lessor  
9 under the terms of a Memorandum of Understanding between the State of Maryland,  
10 Department of Natural Resources, Lessor and the NSHOF dated November 18, 2005  
11 as amended by Addendum dated October 23, 2006.
- 12
- 13 vi. The Susan Campbell Park Parcel from Tuesday, April 25, 2023 at 6:00 PM through  
14 Tuesday, May 2, 2023 at 6:00 PM.
- 15
- 16 vii. PG Street Compound from Monday, April 24, 2023 at 12:01 AM through Tuesday,  
17 May 2, 2023 at 5:00 PM.
- 18

19 (d) On December 15, 2018, this Lease shall automatically be renewed for one (1)  
20 additional calendar year of the Show, as further specified below, provided that: the Lease was  
21 previously renewed for the 2022 and 2023 calendar years; Lessee shall not be in default under  
22 Article XIX of this Lease; there shall be no Force Majeure Event that prevents Lessee’s use of  
23 the Premises, as further described in Article XII of this Lease; and there shall be no material  
24 change in the economic stability and sustainability of the power and/or sailing boating industry. The  
25 Premises for this third Renewal Term shall consist of:

- 26
- 27 i. Water parcel from Charter Dock channel-ward into the Spa Creek moorings and the  
28 Susan Campbell Park from Monday, April 22, 2024 at 12:01 AM through Tuesday,  
29 April 30, 2024 at 5:00 PM.
- 30
- 31 ii. Ego Alley Parcel, but expressly excluding the CMT Parcel, from Monday, April 22,  
32 2024 at 5:00 PM through Monday, April 29, 2024 at 8:00 PM.
- 33
- 34 iii. Donner Parking Lot Parcel from Tuesday, April 23, 2024 at 7:00 AM through  
35 Tuesday, April 30, 2024 at 5:00 PM.
- 36
- 37 iv. (Optional) Newman Lot Parcel from Tuesday, April 23, 2024 at 7:00 AM through  
38 Tuesday, April 30, 2024 at 5:00 PM. Lessee’s use of the Newman Lot shall be  
39 contingent on Lessee obtaining a signed letter of permission from or a separate  
40 agreement with the owners of this Parcel (110 Compromise Street), including the  
41 adjacent boardwalk and dock for use of this space. A copy of such letter of  
42 permission or separate agreement shall be provided to Lessor.
- 43
- 44 v. The State Dock Parcel (or the North Bulkhead City Dock Parcel) adjacent to Susan  
45 Campbell Park, from Tuesday, April 23, 2024 at 5:00 PM through Tuesday, April 30,  
46 2024 at 5:00 PM loaned to the National Sailing Hall of Fame (“NSHOF”) by Lessor

1 under the terms of a Memorandum of Understanding between the State of Maryland,  
2 Department of Natural Resources, Lessor and the NSHOF dated November 18, 2005  
3 as amended by Addendum dated October 23, 2006.

- 4
- 5 vi. The Susan Campbell Park Parcel from Tuesday, April 23, 2024 at 6:00 PM through  
6 Tuesday, April 30, 2024 at 6:00 PM.
  - 7
  - 8 vii. PG Street Compound from Monday, April 22, 2024 at 12:01 AM through Tuesday,  
9 April 30, 2024 at 5:00 PM.

10

11 (e) On December 15, 2019, this Lease shall automatically be renewed for one (1)  
12 additional calendar year of the Show, as further specified below, provided that: the Lease was  
13 previously renewed for the 2022, 2023 and 2024 calendar years; Lessee shall not be in default  
14 under Article XIX of this Lease; there shall be no Force Majeure Event that prevents Lessee's  
15 use of the Premises, as further described in Article XII of this Lease; and there shall be no  
16 material change in the economic stability and sustainability of the power and/or sailing boating  
17 industry. The Premises for this fourth Renewal Term shall consist of:

- 18
- 19 i. Water parcel from Charter Dock channel-ward into the Spa Creek moorings and the  
20 Susan Campbell Park from Monday, April 21, 2025 at 12:01 AM through Tuesday,  
21 April 29, 2025 at 5:00 PM.
  - 22
  - 23 ii. Ego Alley Parcel, but expressly excluding the CMT Parcel, from Monday, April 21,  
24 2025 at 5:00 PM through Monday, April 28, 2025 at 8:00 PM.
  - 25
  - 26 iii. Donner Parking Lot Parcel from Tuesday, April 22, 2025 at 7:00 AM through  
27 Tuesday, April 29, 2025 at 5:00 PM.
  - 28
  - 29 iv. (Optional) Newman Lot Parcel from Tuesday, April 22, 2025 at 7:00 AM through  
30 Tuesday, April 29, 2025 at 5:00 PM. Lessee's use of the Newman Lot shall be  
31 contingent on Lessee obtaining a signed letter of permission from or a separate  
32 agreement with the owners of this Parcel (110 Compromise Street), including the  
33 adjacent boardwalk and dock for use of this space. A copy of such letter of  
34 permission or separate agreement shall be provided to Lessor.
  - 35
  - 36 v. The State Dock Parcel (or the North Bulkhead City Dock Parcel) adjacent to Susan  
37 Campbell Park, from Tuesday, April 22, 2025 at 5:00 PM through Tuesday, April 29,  
38 2025 at 5:00 PM loaned to the National Sailing Hall of Fame ("NSHOF") by Lessor  
39 under the terms of a Memorandum of Understanding between the State of Maryland,  
40 Department of Natural Resources, Lessor and the NSHOF dated November 18, 2005  
41 as amended by Addendum dated October 23, 2006.
  - 42
  - 43 vi. The Susan Campbell Park Parcel from Tuesday, April 22, 2025 at 6:00 PM through  
44 Tuesday, April 29, 2025 at 6:00 PM.
- 45

1       vii.    PG Street Compound from Monday, April 21, 2025 at 12:01 AM through Tuesday,  
2            April 29, 2025 at 5:00 PM.  
3

4           (f)    On December 15, 2020, this Lease shall automatically be renewed for one (1)  
5 additional calendar year of the Show, as further specified below, provided that: the Lease was  
6 previously renewed for the 2022, 2023, 2024 and 2025 calendar years; Lessee shall not be in  
7 default under Article XIX of this Lease; there shall be no Force Majeure Event that prevents  
8 Lessee's use of the Premises, as further described in Article XII of this Lease; and there shall be  
9 no material change in the economic stability and sustainability of the power and/or sailing boating  
10 industry. The Premises for this fifth Renewal Term shall consist of:  
11

12           i.    Water parcel from Charter Dock channel-ward into the Spa Creek moorings and the  
13            Susan Campbell Park from Monday, April 20, 2026 at 12:01 AM through Tuesday,  
14            April 28, 2026 at 5:00 PM.  
15

16           ii.   Ego Alley Parcel, but expressly excluding the CMT Parcel, from Monday, April 20,  
17            2026 at 5:00 PM through Monday, April 27, 2026 at 8:00 PM.  
18

19           iii.   Donner Parking Lot Parcel from Tuesday, April 21, 2026 at 7:00 AM through  
20            Tuesday, April 28, 2026 at 5:00 PM.  
21

22           iv.   (Optional) Newman Lot Parcel from Tuesday, April 21, 2026 at 7:00 AM through  
23            Tuesday, April 28, 2026 at 5:00 PM. Lessee's use of the Newman Lot shall be  
24            contingent on Lessee obtaining a signed letter of permission from or a separate  
25            agreement with the owners of this Parcel (110 Compromise Street), including the  
26            adjacent boardwalk and dock for use of this space. A copy of such letter of  
27            permission or separate agreement shall be provided to Lessor.  
28

29           v.    The State Dock Parcel (or the North Bulkhead City Dock Parcel) adjacent to Susan  
30            Campbell Park, from Tuesday, April 21, 2026 at 5:00 PM through Tuesday, April 28,  
31            2026 at 5:00 PM loaned to the National Sailing Hall of Fame ("NSHOF") by Lessor  
32            under the terms of a Memorandum of Understanding between the State of Maryland,  
33            Department of Natural Resources, Lessor and the NSHOF dated November 18, 2005  
34            as amended by Addendum dated October 23, 2006.  
35

36           vi.    The Susan Campbell Park Parcel from Tuesday, April 21, 2026 at 6:00 PM through  
37            Tuesday, April 28, 2026 at 6:00 PM.  
38

39           vii.   PG Street Compound from Monday, April 20, 2026 at 12:01 AM through Tuesday,  
40            April 28, 2026 at 5:00 PM.  
41

42           (g)    If the requirements of this Section 1.2 shall not be met for any of the Renewal  
43 Terms, as further specified in Sections 1.2 (b)-(f), then this Lease shall automatically terminate at  
44 the end of the then-current term.  
45

1 (h) This Lease may be extended on the same terms and conditions, and in accordance  
2 with this subparagraph, only provided that (1) the Lessee shall not be in default under Article  
3 XIX of this Lease and (2) there shall be no Force Majeure Event that prevents Lessee's use of the  
4 Premises, as further described in Article XII of this Lease (the "Extension Requirements"). If  
5 such Extension Requirements are met, then Lessee shall have the right, upon written notice to  
6 Lessor at least ninety (90) calendar days prior to December 15, 2021, to elect to extend this  
7 Lease for one (1) additional four (4) year period for the years 2027 through 2030 (the "Extension  
8 Period"), and the dates for any additional Shows shall be specified in an amendment to this  
9 Lease. The Extension Period shall consist of four (4) individual one (1) Renewal Terms, which  
10 Renewal Terms shall renew on December 15, 2021 for the 2027 Show, on December 15, 2022  
11 for the 2028 Show, on December 15, 2023 for the 2029 Show, and on December 15, 2024 for the  
12 2030 Show. These Renewal Terms shall be treated in the same manner and with the same  
13 obligations as those Renewal Terms specified in Section 1.2 above. Any extension shall be  
14 documented in writing and signed by the authorized representatives of each of the parties hereto,  
15 but shall not be required to go to Lessor's City Council unless there are material changes to any  
16 other terms and conditions set forth herein.

17  
18 Section 1.3. Rent:

19  
20 (a) Except as may be adjusted by Sections 1.5 and/or 2.4 of this Lease, the "Rent" for  
21 the Initial Term shall be the greater of either: (i) fifty percent (50%) of Lessee's gross receipts  
22 (after deduction of admission taxes) from Lessee's sale of tickets for admission to the Show  
23 (collectively, the "Ticket Sales") during the Initial Term of this Lease or, (ii) the sum calculated  
24 by increasing Fifteen Thousand Nine Hundred Fifty-Three Dollars and No Cents (\$15,953.00) by  
25 fifty percent (50%) of the amount of the Consumer Price Index increase over the twelve (12)  
26 months preceding the Initial Term (the "Minimum Payment"). "Consumer Price Index" as used  
27 in this Lease shall mean "United States City Average All Items for All Urban Consumers (CPI-  
28 U, 1982-84=100)" published by the Bureau of Labor Statistics of the U.S. Department of Labor.  
29 If the publication of the Consumer Price Index of the U.S. Bureau of Labor Statistics is  
30 discontinued, comparable statistics on the purchasing power of the consumer dollar published by  
31 a responsible financial periodical selected by Lessor shall be used for making such computations.

32  
33 (b) The Rent for each Renewal Term shall be the greater of either: (i) fifty percent  
34 (50%) of the Ticket Sales during the applicable Renewal Term of this Lease or, (ii) the amount  
35 of the Minimum Payment for the immediately prior term of this Lease increased by fifty percent  
36 (50%) of the amount of the Consumer Price Index increase over the twelve (12) months  
37 preceding each respective Renewal Term ("Renewal Minimum Payment"). Notwithstanding the  
38 foregoing, the maximum amount that the Renewal Minimum Payment shall increase during the  
39 Initial Term and all Renewal Terms under this Lease shall be ten percent (10%).

40  
41 (c) Lessee shall pay Lessor the applicable Rent, in full, within thirty (30) calendar  
42 days of the close of the Show for the then-current term. If the Rent is based on the Ticket Sales,  
43 rather than the Minimum Payment or the Renewal Minimum Payment, then the Rent shall be  
44 paid to Lessor simultaneously with Lessee's payment of its State of Maryland admissions tax.  
45 Lessee shall also submit a copy of its Maryland State Admissions and Amusement tax  
46 report/return and such other proof of gross receipts from the Ticket Sales as may be reasonably

1 requested by Lessor's Director of Finance to: Director Department of Finance at 160 Duke of  
2 Gloucester Street, Annapolis, Maryland 21401. Copies of such payment and proof of gross  
3 receipts shall be provided to Lessor's Harbormaster at 1 Dock Street, Annapolis, Maryland  
4 21401.

5  
6 Section 1.4. City Fees:  
7

8 (a) In addition to the Rent, Lessee shall reimburse Lessor the sum of Four Thousand  
9 Dollars and No Cents (\$4,000.00) for the costs incurred by Lessor as a result of Lessee's use of  
10 the Premises during the Initial Term, including, but not limited to, utilities, inspections, parking  
11 and transportation, facilities and services, trash and recycling services, police services, fire  
12 services, and other safety services (collectively, the "City Fees").  
13

14 (b) The City Fees for each Renewal Term shall be the amount of the City Fees paid  
15 for the immediately prior term of this Lease increased by fifty percent (50%) of the amount of  
16 the Consumer Price Index increase over the twelve (12) months preceding each respective  
17 Renewal Term. Notwithstanding the foregoing, the maximum amount that the City Fees shall  
18 increase during the Initial Term and all Renewal Terms under this Lease shall be ten percent  
19 (10%).  
20

21 (c) Lessee shall pay Lessor the applicable City Fees, in full, at the same time Lessee  
22 pays the corresponding Rent.  
23

24 (d) *Police Services:* In exchange for the City Fees, Lessor shall provide police  
25 services related to traffic control outside the Premises, security for Lessee's office within the  
26 Premises, and liaison with Lessee's security guards inside the Premises.  
27

28 (e) *Fire Services:* In exchange for the City Fees, Lessor shall provide fire protection  
29 as required for the Show. Following the erection of all booths and other Show structures as  
30 described in Article VII of this Lease, but before the Show opens, the parties shall meet at the  
31 Premises to assure compliance with Lessor's Fire Department regulations and accessibility of  
32 fire lanes and turning radius. No open flame devices or running of watercraft propulsion engines  
33 shall be permitted on the Premises during the open hours of the Show.  
34

35 (f) *Utilities:* In exchange for the City Fees, Lessor shall provide water and electricity  
36 as required for the Show. Lessee, at its own expense, shall install all temporary electrical  
37 equipment, lines and devices required to provide power to the Premises in compliance with the  
38 National Electric Code.  
39

40 (g) *Trash and Recycling:* In exchange for the City Fees, Lessor shall provide an  
41 adequate number of trash and recycling dumpsters outside the Premises for the use by Lessee  
42 during the Initial Term and any Renewal Term of this Lease, and Lessor shall also provide for  
43 the prompt removal of all trash, refuse and recycling materials deposited into these dumpsters  
44 during the Show. Lessee, at its sole expense, shall provide an adequate and equal number of trash  
45 and recycling containers for its use within the Premises during the Initial Term and any Renewal  
46 Term of this Lease, shall regularly empty such containers into Lessor-provided dumpsters, and

1 shall also provide for the prompt removal of all such containers from the Premises after the  
2 Show.

3  
4 Section 1.5. Revisions to the Premises:

5  
6 (a) Lessor shall have the right to decrease the area of the Premises in order to reflect  
7 any change in ownership or infrastructure, provided written notice is furnished to Lessee on or  
8 before the April 1st immediately preceding the Show for the Initial Term and/or any Renewal  
9 Term. In the event the total Premises area (measured in square feet) is reduced by any action of  
10 Lessor under this Section 1.5, the Rent due and payable shall be reduced in direct proportion to  
11 the reduction in total Premises area. Lessee shall present documentation including measurements  
12 and calculations to support any claim of reduced Premises.

13  
14 (b) Lessee shall have the right to request to decrease the area of the Premises in order  
15 to reflect any change in the Show, provided a written request is furnished to Lessor on or before  
16 the April 1st immediately preceding the Show for the Initial Term and/or any Renewal Term.  
17 Any such change shall be subject to Lessor's written approval, which approval shall not be  
18 unreasonably withheld. If such a decrease is approved by Lessor, Lessee shall be entitled to a pro  
19 rata reduction in the Rent, but only if the Rent is based on the Minimum Payment or the Renewal  
20 Minimum Payment. Lessee shall not be entitled to a reduction in the percentage of Ticket Sales  
21 due to Lessor if the Rent is based on such Ticket Sales.

22  
23 (c) Any increase in the area of the Premises requires an amendment to this Lease,  
24 signed by both parties.

25  
26 **ARTICLE II**

27  
28 Section 2.1. Finalizing Initial Term and Renewal Terms: The parties hereby agree that  
29 the dates and times specified in Sections 1.1 and 1.2 for the Initial Term and the Renewal Terms  
30 are tentative dates based upon current knowledge and calendars, and the parties hereby further  
31 agree that they shall meet no later than April 1<sup>st</sup> of each year to finalize and confirm such dates  
32 for the Initial Term and each Renewal Term. Any changes shall be memorialized in a written  
33 amendment to this Lease.

34  
35 Section 2.2. Number of Days: Lessor grants to Lessee the right to add one (1) day at the  
36 end of the Show for general public admission. Lessee shall also have the right, in its sole  
37 discretion, to reduce the number of days of the Show. Lessee shall provide written notice of such  
38 intention no later than thirty (30) calendar days before the opening of the Show for the Initial  
39 Term and for each Renewal Term.

40  
41 Section 2.3. Other Boat Shows: Excluding any lease to United States Sailboat Shows,  
42 Inc. or United States Powerboat Show, Inc., Lessor shall not lease the Premises for the purpose  
43 of holding boat shows on the Premises from April 1st through November 1st during the Initial  
44 Term or any applicable Renewal Term. Lessee may, within its sole discretion, provide written  
45 authority to waive this restriction. This restriction shall be deemed to be automatically waived by  
46 Lessee as to any Show reduced to less than one (1) ten (10) hour day pursuant to Section 2.1.



1 public ways within the Premises, the Transportation Plan shall not provide for the closure of any  
2 street or restrict parking to only those associated with the Show. Moreover in publicizing the  
3 Show, Lessee shall direct all persons attending the Show to park their vehicles at satellite lots  
4 and ride a shuttle to the site of the Show. Upon receipt of the Transportation Plan, Lessor's  
5 Director of Transportation shall make copies available to all relevant agencies, including, but not  
6 limited to, those listed in Section 3.2, and to interested parties who have requested a copy.

#### 7 8 9 **ARTICLE IV**

10  
11 Section 4.1. Insurance: Lessee, at its sole expense, shall obtain and keep in full force  
12 and effect comprehensive commercial general liability insurance of no less than Two Million  
13 Dollars (\$2,000,000.00) combined single limit, bodily injury and property damage, and Eight  
14 Million Dollars (\$8,000,000.00) umbrella policy, which shall be effective during the Lease's  
15 Initial Term, all applicable Renewal Terms, and the entire period of time during which Lessee  
16 shall use or occupy the Premises or any part of the Premises.

17  
18 Section 4.2. Additional Insured: The insurance policy or policies shall specifically name  
19 the "City of Annapolis, its elected officials, appointees, directors, employees, agents, contractors  
20 and representatives" as additional insureds, and insure against any and all loss, costs, damages,  
21 and expenses suffered by any person or to any property, including property owned by Lessor,  
22 due to or alleged to be due to an act, omission or the negligence of Lessee, its officers, agents,  
23 employees, vendors, subtenants or contractors, directly or indirectly, in connection with this  
24 Lease or the use of the Premises or any part of the Premises by Lessee, its officers, agents,  
25 employees, vendors, subtenants or contractors.

26  
27 Section 4.3. Insurer: Lessee's insurer or insurers shall be authorized to write the  
28 required insurance, approved by the Insurance Commissioner of the State of Maryland, and  
29 subject to the approval of Lessor's City Attorney. The form and substance of Lessee's insurance  
30 policy or policies shall also be subject to reasonable approval by Lessor's City Attorney, and  
31 shall be submitted to the City Attorney at 160 Duke of Gloucester Street, Annapolis, Maryland  
32 21401, with a copy to Lessor's Harbormaster at 1 Dock Street, Annapolis, Maryland 21401, for  
33 such approval not less than thirty (30) calendar days prior to Lessee's occupancy of the Premises.  
34 The policy or policies of insurance shall then be secured by Lessee and filed with the City  
35 Attorney not less than fifteen (15) calendar days prior to Lessee's occupancy of the Premises. No  
36 approvals pursuant to this Section 4.3 shall be unreasonably withheld or delayed.

37  
38 Section 4.4. Notice: The certificate for each insurance policy or policies shall contain a  
39 statement on its face that the insurer will not cancel the policy or fail to renew the policy,  
40 whether for nonpayment of premium, or otherwise, whether at the request of Lessee or for any  
41 other reason, except after thirty (30) calendar days advance written notice mailed by the insurer  
42 or Lessee to Lessor's City Attorney, and that such notice shall be transmitted postage prepaid,  
43 return receipt requested.

44  
45 Section 4.5. Lessee's Obligations: The obligations of Lessee under this Article are part  
46 of but do not limit or satisfy Lessee's obligations under the remainder of this Lease.

1  
2 **ARTICLE V**  
3

4 **Section 5.1. Indemnity:** Lessee shall forever indemnify, defend and hold harmless  
5 Lessor, its elected officials, appointees, directors, employees, agents, contractors and  
6 representatives, from and against any and all claims, suits, actions, judgments, and liability for  
7 loss, injury, damages and/or expenses suffered or alleged to have been suffered during the  
8 Lease's Initial Term or any Renewal Term by any person or to any property due to or alleged to  
9 be due to an act, omission or the negligence of Lessee, its officers, agents, employees, vendors,  
10 subtenants or contractors, directly or indirectly, in connection with this Lease or the use and  
11 occupancy of the Premises or any part of the Premises, by Lessee, its officers, agents, employees,  
12 vendors, subtenants or contractors.  
13

14 **Section 5.2. Reimbursement:** Lessee shall reimburse Lessor, within thirty (30) calendar  
15 days after demand for such reimbursement, for any damage done to Lessor's buildings, facilities,  
16 equipment or property caused by an act, omission or the negligence of Lessee, its officers,  
17 agents, employees, vendors, subtenants or contractors, during the Lease's Initial Term, any  
18 Renewal Term, or Lessee's use and occupancy of the Premises or any part of the Premises.  
19 Lessee may request Lessor to provide reasonably sufficient documentation or other proof of such  
20 damage prior to any reimbursement. If Lessee disputes any request for reimbursement, it may  
21 appeal such request to the City Manager and/or his/her authorized designee for review and  
22 reconsideration.  
23

24 **ARTICLE VI**  
25

26 **Section 6.1. Security:** Lessee shall contract with and pay, as independent contractors,  
27 security guards from an agency duly licensed by the State of Maryland, in numbers sufficient to  
28 maintain security, peace and order at the Show inside the Premises during the entirety of the  
29 Lease's Initial Term and all applicable Renewal Terms.  
30

31 **ARTICLE VII**  
32

33 **Section 7.1. Interior Construction:** Lessee shall have the right to construct, install or  
34 erect seats, platforms, booths, tanks, scaffolding, rigging, floating piers, pilings, docks, catwalks,  
35 tents, exhibits, and any other apparatus or structure which Lessee may deem necessary or  
36 desirable for the purpose of presenting the Show. Lessee shall have the right to erect and  
37 construct a temporary fence so as to enclose the Premises in such a manner as to limit entry onto  
38 the Premises through controlled entrances. Such fence shall not contain barbed wire, razor wire  
39 or any similar materials.  
40

41 **Section 7.2. Exterior Construction:** Wherever necessary to provide for pedestrian traffic,  
42 Lessee shall erect and construct temporary wooden sidewalks outside of the Premises where the  
43 existing sidewalks are enclosed in the Premises by a temporary fence described in Section 7.1.  
44 All temporary sidewalks shall be handicap accessible and illuminated during hours of darkness,  
45 and maintained by Lessee in a safe and secure condition.  
46



1 subtenants or contractors fail to remove any item of property, Lessor reserves the right to remove  
2 and store any such property after the expiration or earlier termination of this Lease at Lessee's  
3 sole expense, or as an alternative, to leave the property at the Premises. In either case, Lessor  
4 shall charge Lessee a per diem rental for storage of such property. Lessor shall bear no  
5 responsibility or liability for damage to or expense incurred as a result of property left, removed  
6 or stored under the provisions of this Section. Lessee shall pay to Lessor any expenses or charges  
7 due pursuant to this Section within thirty (30) calendar days after receipt of a bill from Lessor.  
8

9 Section 10.3. Post-Show Inspection: Within ten (10) calendar days following the  
10 expiration or earlier termination of this Lease, Lessee shall accompany Lessor on a tour of the  
11 Premises to determine the condition of the Premises. Items corrected or repaired by Lessor, and  
12 deemed by Lessor to be the sole responsibility of Lessee, shall be billed by Lessor and paid by  
13 Lessee within thirty (30) calendar days after receipt of such bill. Lessee may request Lessor to  
14 provide reasonably sufficient documentation or other proof of such items corrected or repaired  
15 by Lessor prior to any payment. If Lessee disputes any bill for an item corrected or repaired by  
16 Lessor, it may appeal such bill to the City Manager and/or his/her authorized designee for review  
17 and reconsideration.  
18

19 Section 10.4. Reports: Within thirty (30) calendar days after the end of each Show  
20 throughout the Initial Term and any Renewal Term of this Lease, Lessee shall provide to Lessee's  
21 Mayor and the City Council, c/o the City Attorney, 160 Duke of Gloucester Street, Annapolis, MD  
22 21401, a written report detailing Lessee's general success of the applicable Show; any changes or  
23 improvements to the Show or the Premises; details on the applicable Ticket Sales; and addressing  
24 any Lessor concerns related to this Lease (each an "**Report**" and collectively the "**Reports**"). If  
25 requested by Lessor, Lessee shall present such Reports at a City Council meeting or work  
26 session.  
27

## 28 ARTICLE XI

29  
30 Section 11.1. Remedies: All duties, liabilities and/or obligations imposed upon or  
31 assumed by Lessee or Lessor by or under this Lease shall be taken or construed as cumulative,  
32 and the mention of any specified duty, liability or obligation imposed upon or assumed by Lessee  
33 or Lessor under this Lease shall not be taken or construed as a limitation or restriction upon any  
34 or all of the other duties, liabilities, or obligations imposed upon or assumed by Lessee or Lessor  
35 under this Lease. The remedies provided for in this Lease shall be construed to be cumulative  
36 and in addition to any other remedies provided in law or equity which Lessor or Lessee would  
37 have in any case. In no case shall a waiver by either party of the right to seek relief under this  
38 provision constitute a waiver of any other or further violation. The remedies provided in this  
39 Lease shall not be deemed exclusive of other remedies not specified.  
40

41 Section 11.2. Injunction: Lessor shall have the right to seek and obtain in any court of  
42 competent jurisdiction an injunction, without the necessity of posting a bond, to restrain a  
43 violation or alleged violation by Lessee of any term of this Lease, anything to the contrary  
44 notwithstanding.  
45

## 46 ARTICLE XII

1  
2           Section 12.1. Impossibility of Performance:  
3

4           (a)     Notwithstanding any other terms or provisions of this Lease, in the event Lessor is  
5 temporarily or permanently prevented, restricted or delayed in the performance of any or all of  
6 the duties and obligations imposed upon or assumed by it hereunder, by act of the General  
7 Assembly of Maryland or the City Council of Annapolis, by a court of competent jurisdiction, by  
8 administrative delay not due to the fault of Lessor (and its members and agents), or by an  
9 unforeseen event, not due to the fault of Lessor (and its members and agents), including but not  
10 limited to unforeseeable causes beyond its control, such as , strikes, fire, storm, sea level rise, or  
11 other casualty, acts of God, or force majeure event (each, a “Force Majeure Event”), or other  
12 unforeseen occurrences which render impossible or not economically feasible the fulfillment of  
13 this Lease, then Lessor shall not be liable directly or indirectly for any claims caused to or  
14 suffered by Lessee or any other person in connection with or as a result of such prevention,  
15 restriction or delay, and Lessee shall not be liable for the payment of Rent for the applicable term  
16 of the Lease.  
17

18           (b)     Lessee shall not be responsible for delays in the performance of any or all of the  
19 duties and obligations imposed upon or assumed by it hereunder caused solely by unforeseeable  
20 causes beyond its control or the control of its subcontractors or suppliers of materials, such as a  
21 Force Majeure Event or other unforeseen occurrences.  
22

23           (c)     If such prevention, restriction or delay pursuant to Section 12.1(a) or 12.1(b)  
24 relates to not more than five percent (5%) of the applicable Initial Term or Renewal Term of the  
25 Lease, the Show shall still be held and the Rent (only if based on the Minimum Payment or  
26 Renewal Minimum Rent) shall be prorated to account for the number of scheduled hours the  
27 Show is not open to the public.  
28

29           (d)     In case of any loss of or damage to the Premises as the result a Force Majeure Event,  
30 Lessor in its sole and absolute discretion may determine whether or not, and to what extent, to repair  
31 or restore any of the Premises. If Lessor decides to repair or restore, and any portion of the Premises  
32 remains suitable for Lessee’s use, then Lessee shall be entitled to utilize that portion of the  
33 Premises. If Lessor decides not to repair and restore the Premises, then Lessee may in its discretion  
34 elect to remain on the Premises under the provisions of this Lease or to terminate this Lease, it being  
35 Lessee’s sole responsibility to restore and/or repair such portions of the Premises as it may elect to  
36 undertake. If any portion of the Premises is rendered unusable during the Term as a result of a  
37 Force Majeure Event, the Rent (only if based on the Minimum Payment or Renewal Minimum  
38 Rent) due and payable shall be reduced in direct proportion to the area of the Premises rendered  
39 unusable. Lessee shall present documentation including measurements and calculations to  
40 support any claim of reduced Premises. In addition, Lessee shall be entitled to a credit against  
41 Rent for all reasonable and documented costs in performing repairs to the Premises as a result of  
42 any such Force Majeure Event. Lessee shall be further entitled to such other adjustments as  
43 permitted pursuant to Section 1.5 of this Lease.  
44

45           (e)     Lessor and Lessee shall work cooperatively to determine possible alternatives,  
46 solutions and/or remedies to any prevention, restriction, or delay that may occur.

1  
2 **ARTICLE XIII**  
3

4 **Section 13.1. Payment:** Lessee shall make all payments due under this Lease by check,  
5 payable to the *City of Annapolis*. In addition to all other amounts due pursuant to this Lease,  
6 Lessee shall pay Lessor a monthly late fee of one and one-half percent (1.5%), or eighteen  
7 percent (18%) per annum, of any payment more than sixty (60) calendar days past due, until  
8 paid.  
9

10 **Section 13.2. Right to Audit:** Lessor shall have to right to receive and review a copy of  
11 Lessee's Maryland State Admissions and Amusement tax report/return and any additional proof  
12 of gross receipts from the Ticket Sales as may be reasonably requested by Lessor's Director of  
13 Finance to confirm that Lessee has fulfilled its obligations under this Lease.  
14

15 **ARTICLE XIV**  
16

17 **Section 14.1. Time is of the Essence:** Time is of the essence in the performance of this  
18 Lease. Except as may be provided in this Lease or otherwise agreed to in writing by both parties,  
19 the times and deadlines specified in this Lease shall not be extended for any reason relating to  
20 the Initial Term or any Renewal Term of the Lease and/or the installation or removal of  
21 equipment, materials, displays, or property from the Premises.  
22

23 **ARTICLE XV**  
24

25 **Section 15.1. Assignment:** Lessee shall not assign, transfer, or otherwise dispose of this  
26 Lease without the prior written consent of Lessor, but such consent shall not be unreasonably  
27 withheld or delayed. A transferee with a minimum of five (5) years experience operating boat  
28 shows, expressly including prior experience working past shows on the Premises as part of or in  
29 connection with the Lessee, and a net worth of at least Two Million Dollars (\$2,000,000.00)  
30 shall be deemed approved. The foregoing shall not prevent Lessee from subleasing portions of  
31 the Premises to Show exhibitors, provided the portion of the Premises subleased to any exhibitor  
32 does not exceed twenty-five percent (25%) of the total area of the Premises.  
33

34 **ARTICLE XVI**  
35

36 **Section 16.1. Independent Contractor:** Lessee is an independent contractor and not the  
37 agent or employee of Lessor. Under no circumstances shall this Lease be considered to create an  
38 employee or agency relationship or a partnership or joint venture between the parties.  
39

40 **ARTICLE XVII**  
41

42 **Section 17.1. Liens:** Lessee hereby consents that Lessor shall have a lien upon all  
43 property of Lessee located from time to time upon the Premises for any and all unpaid charges  
44 which arise under this Lease, which lien shall be subordinate to the lien of any mortgagee of  
45 Lessee. Lessee hereby consents to and Lessor shall have the power to impound and retain  
46 possession of such property until all such charges and late fees due pursuant to this Lease have

1 been paid, in full, to the satisfaction of Lessor. In the event such charges remain unpaid thirty  
2 (30) calendar days after the expiration or earlier termination of this Lease, Lessor shall have the  
3 power to sell such property at public auction and apply the receipts from such auction to all such  
4 unpaid charges.

5  
6 **ARTICLE XVIII**  
7

8 Section 18.1. Compliance with all Laws: Lessee shall comply with all laws, ordinances,  
9 and statutes applicable to the Premises or any part of the Premises, and the use and occupancy  
10 thereof, and to pay all taxes or charges imposed by law in connection with Lessee's use and  
11 occupancy of the Premises. Provided Lessee is making good faith progress towards correcting  
12 any violation under this Section, Lessee shall have a reasonable time to correct that violation, not  
13 to exceed sixty (60) calendar days.

14  
15 **ARTICLE XIX**  
16

17 Section 19.1. Termination: In the event Lessee should materially default in performance  
18 of its obligations under this Lease, and such default continues for more than thirty (30) calendar  
19 days after Lessor has given written notice to Lessee of such default (except that if such default  
20 shall not be reasonably curable within thirty (30) calendar days, such thirty (30) calendar day  
21 period shall be extended for such time as is reasonably necessary to cure the default provided  
22 Lessee commences to cure the default within thirty (30) calendar days and diligently prosecutes  
23 the cure until completion), Lessor shall have the right to immediately terminate the Lease and/or  
24 to pursue reimbursement from Lessee for any damages to Lessor resulting from Lessee's  
25 material default of this Lease. For purposes of this Article XIX, "materially default" and/or  
26 "material default" shall mean one (1) or more of the following:

- 27  
28 (a) If any representation or warranty, expressed or implied, of Lessee and pertaining to  
29 this Lease shall prove at any time to be incorrect or misleading in any material respect  
30 either on the date when made or throughout the Initial Term and any Renewal Term  
31 of this Lease; or  
32  
33 (b) If Lessee shall fail to comply, fail to fulfill, or otherwise violate any of the terms,  
34 conditions, or obligations contained in this Lease; or  
35  
36 (c) If Lessee shall fail to pay Rent and/or City Fees as required by the terms and  
37 conditions of this Lease; or  
38  
39 (d) If Lessee loses or forfeits its corporate status, or ceases to be in good standing with  
40 the State of Maryland.

41  
42 Section 19.2. Other Leases: There are currently in effect leases between Lessor and  
43 Lessee for the Premises for boat shows for the years of 2015 through 2020. In the event Lessee  
44 should materially default in performance of its obligations in any one (1) of the above years,  
45 including failure to pay rent and/or other fees as required by such leases, such material default  
46 shall also constitute a material default in the leases for all years subsequent to it, including this

1 Lease. If the material default continues for more than thirty (30) calendar days after Lessor has  
2 given written notice to Lessee of such material default, Lessor shall have the right to terminate  
3 any of the leases for any one (1) or more of the years remaining in effect, including this Lease.  
4 Otherwise, execution of this Lease shall have no effect on those leases for the years of 2015  
5 through 2020.

6  
7 **ARTICLE XX**  
8

9 Section 20.1. Immunities: Nothing in this Lease shall be interpreted or construed to  
10 waive, in whole or in part, or to otherwise diminish, Lessor's statutory, common law or other  
11 immunities in any action in tort, in contract or in any other form. The parties agree that if any  
12 duty assumed by Lessor under the terms of this Lease or any action taken by Lessor pursuant to  
13 any such term is construed to waive, in whole or in part, any such immunity, then the immunity  
14 shall nevertheless be fully restored, and shall bind and protect the parties as a contractual  
15 undertaking.

16  
17 **ARTICLE XXI**  
18

19 Section 21.1. Lessee's Representations: Lessee hereby represents and warrants the  
20 following:

21  
22 (a) Lessee is a corporation(s), duly formed and validly existing under the laws of the  
23 State of Maryland and is qualified to do business and is in good standing in the State of  
24 Maryland.

25  
26 (b) Lessee has the power and authority to consummate the obligations and  
27 responsibilities contemplated hereby, and has taken all necessary action to authorize the  
28 execution, delivery and performance required under this Lease.

29  
30 (c) Lessee has obtained and shall continue to maintain, at its sole expense, such  
31 licenses and certifications as are necessary for the Show and as required pursuant to this Lease,  
32 and shall present such licenses or certifications to Lessor upon its request.

33  
34 **ARTICLE XXII**  
35

36 Section 22.1 Authority: This Lease is authorized by Ordinance O-10-17 adopted by the  
37 City Council of the City of Annapolis.

38  
39 **ARTICLE XXIII**  
40

41 Section 23.1. Binding effect: the terms of this lease shall be binding on and enforceable  
42 against the parties and their respective successors and assigns.

43  
44 Section 23.2. Governing Law: In all actions arising from this Lease, the laws of the  
45 State of Maryland shall govern, and the venue for all actions initiated pursuant to this Lease shall

1 be exclusively the Courts of Anne Arundel County, Maryland. The parties waive jury trial in all  
2 actions initiated pursuant to this Lease.

3  
4 Section 23.3. Severability: If any of the provisions of this Lease are declared by a court  
5 or other lawful authority to be unenforceable or invalid for any reason, the remaining provisions  
6 hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by  
7 law.

8  
9 Section 23.4. Survival: Those sections in this Lease which by their nature are intended  
10 to survive shall survive the termination of this Lease.

11  
12 Section 23.5. Notice: Any notice required to be delivered shall be sent to the following  
13 address and individual or such other address and/or such other individual as a party may identify  
14 in writing to the other party:

15  
16 To Lessor: Director, Recreation & Parks Department  
17 273 Hilltop Lane  
18 Annapolis, Maryland 21403

19  
20 With a Copy to: City Attorney  
21 160 Duke of Gloucester Street  
22 Annapolis, Maryland 21401

23  
24 To Lessee: Annapolis Boat Shows  
25 980 Awald Road, Suite 302  
26 Annapolis, Maryland 21403  
27 Attn: Paul Jacobs, President

28  
29 With a Copy to: Thomas J. Mulrenin, Esquire  
30 Yumkas, Vidmar, Sweeney & Mulrenin, LLC  
31 185 Admiral Cochrane Drive, Suite 130  
32 Annapolis, MD 21401

33  
34 Section 23.6. Entire Agreement: This Lease constitutes the sole and entire agreement of  
35 the parties with respect to the subject matter of this Lease, and supersedes all prior and  
36 contemporaneous understandings, agreements, representations and warranties, both written and  
37 oral, with respect to that subject matter. Neither party has relied on any statement, representation,  
38 warranty or agreement of the other party or of any other person on such party's behalf, including  
39 any representations, warranties, or agreements arising from statute or otherwise in law, except  
40 for the representations, warranties, and agreements expressly contained in this Lease.

41  
42 Section 23.7. No Oral Amendments: No amendment to or rescission, termination,  
43 cancellation or discharge of this Lease is effective unless it is in writing, identified as an  
44 amendment to or rescission, termination, cancellation or discharge of this Lease and signed by  
45 the authorized representatives of each party to this Lease.

46



1  
2  
3  
4  
5

**EXHIBIT A**  
**THE PREMISES**

1  
2  
3

**EXHIBIT A SUPPLEMENT**

1  
2  
3  
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7  
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9  
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11  
12  
13

**EXHIBIT B**  
**SEPARATE AGREEMENT(S) / LETTER(S) OF PERMISSION**

[Attach separate agreement(s) and/or letter(s) of permission,  
as applicable and as completed].