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City of Annapolis
160 Duke of Gloucester Street
Annapolis, MD 21401

**STANTON CENTER LEASE AGREEMENT
WITH
ANNE ARUNDEL COUNTY
COMMUNITY ACTION AGENCY, INC.**

2 **THIS LEASE AGREEMENT** (“Lease”) is made this _____ day of _____
3 20__, by and between The City of Annapolis, a municipal corporation of the State of Maryland
4 (“City”), and ANNE ARUNDEL COUNTY COMMUNITY ACTION AGENCY, INC., a Maryland
5 corporation, on behalf of it Annapolis Youth Services Bureau (the “Tenant”).
6

7 **WHEREAS**, the City is the fee simple owner of the property known and described as 92
8 West Washington Street , Annapolis, Maryland 21401 (the “Property”), which is improved by
9 Stanton Community Center (the “Building”), and the City has space therein to lease; and
10

11 **WHEREAS**, the Tenant desires to lease a portion of the Building, which includes shared
12 use of the common areas (collectively, the “Premises”), and as more particularly depicted in
13 Attachment A, attached hereto and incorporated herein; and
14

15 **WHEREAS**, the Tenant wishes to lease the Premises for the purpose of counseling
16 services and juvenile delinquency prevention programs (the “Purpose”); and
17

18 **WHEREAS**, the parties desire to enter into this Lease that defines the rights, duties, and
19 liabilities of the parties.
20

21 **NOW, THEREFORE**, in consideration of the mutual promises and covenants of this
22 Lease, and other good and valuable consideration, the receipt and sufficiency of which are
23 hereby acknowledged, the City and the Tenant agree as follows:
24

25 **1. Term.**

26 a. The City leases to the Tenant and the Tenant hereby leases from the City the
27 Premises for a Term commencing upon City Council approval and terminating on June 30, 2023
28 (the “Term”), unless sooner terminated in accordance with the provisions of this Lease.
29

30 b. Provided that the Tenant is not otherwise in default under this Lease and
31 continues to occupy the Premises, this Lease may be renewed for four (4) additional successive
32 terms of one (1) year at the sole and absolute discretion of the City, and upon the same terms
33 and conditions in this Lease (each a “Renewal Term and collectively the “Renewal Terms”).
34 Each Renewal Term shall commence and run with the City fiscal year (July 1st – June 30th). This
35 Lease shall automatically renew at the conclusion of the Term and each Renewal Term without
36 further action by the City unless the City notifies the Tenant in writing, not later than the end of
37 the then-current term, that the Lease shall not be renewed.
38
39

1 c. The City expressly reserves the right to adjust any rent for any Renewal Term.
2

3 **2. Use of Premises.**
4

5 a. The Tenant may use and occupy the Premises during the Term of this Lease
6 only for the Purpose and for no other purpose whatsoever. The space on the Property leased to
7 other tenants is expressly and specifically excluded from this Lease, and the other tenants, as
8 applicable, shall not be considered parties to or third party beneficiaries of this Lease.
9

10 b. The Tenant accepts the Premises in "as is" condition. The City makes no
11 representation or warranty with respect to the condition or state of the Premises, or its fitness for
12 any particular use, and the City shall not be liable for any latent or patent defect thereon. Unless
13 as otherwise expressly provided in this Lease, the City does not make, and specifically
14 disclaims, any representations, warranties or covenants of any kind or character, express or
15 implied, with respect to the nature, condition, economical, functional, environmental or physical
16 condition of the Premises. The Tenant represents and warrants to the City that: (1) the Tenant is
17 knowledgeable in matters of real estate or had an opportunity to consult with a real estate
18 professional; (2) the Tenant is relying solely on the Tenant's own expertise and/or the expertise
19 of the Tenant's consultants with respect to the Premises; (3) the Tenant shall assume all risk
20 that adverse matters, including, but not limited to, adverse physical and environmental
21 conditions, may not have been revealed through the Tenant's, or the Tenant's consultants',
22 inspections, tests, studies, and investigations of the Premises.
23

24 c. The Tenant shall not use or occupy or permit the Premises, or any part thereof
25 including, but not limited to, the Property and the Building, to be used or occupied, nor do or
26 permit anything to be done in or on the Premises in a manner which would in any way (1) violate
27 any of the terms of this Lease; (2) make it difficult for either the City or the Tenant to obtain fire
28 or other insurance required by this Lease at standard rates; (3) cause or create a public or
29 private nuisance in or on the Premises or the Property; (4) tend to impair or interfere with the
30 character, reputation or appearance of the Premises, the Property, and/or the Building; or (5)
31 impede or interfere with the provision of any governmental services to the Property, including
32 but not limited, to fire and emergency services, utilities, police and public works.
33

34 d. The Tenant shall limit the placement and location of its equipment, fixtures,
35 improvements, advertisements and other property to the confines of the Premises, and shall
36 keep the common areas, parking lots, alleyways and adjacent sidewalks of the Building and
37 Property free from all such equipment, fixtures, improvements, advertisements and other
38 property.
39

40 e. The Tenant shall coordinate the scheduling and acceptance of deliveries by
41 12:00 noon so as not to interfere with other tenants, traffic and/or parking at the Building.
42

43 f. The Tenant shall comply with all requirements of the Americans with Disabilities
44 Act (ADA) in its use of the Premises.
45

46 g. Music or other amplified sound on the Premises shall not exceed the maximum
47 decibel levels or the time restrictions specified in Chapter 11.12 of the Code of the City of
48 Annapolis, as may be amended.
49

50 **3. Rent.**

1
2 a. As annual rent for the Premises, the Tenant shall pay the City One Dollar and No
3 Cents (\$1.00) payable on the 1st day the Term and each Renewal Term (collectively, the
4 "Rent"). Each payment shall be made promptly when due, without deduction, set off or
5 counterclaim whatsoever, and without demand. All payments shall be made payable to the
6 "City of Annapolis" and shall be sent or delivered to the Finance Director, Finance Department,
7 City Hall, 160 Duke of Gloucester Street, Annapolis, Maryland 21401.

8
9 b. The Tenant shall also pay as additional rent all sums, taxes, assessments, costs,
10 expenses and other payments which the Tenant under any of the provisions of this Lease
11 assumes or agrees to pay (the "Additional Rent"), and in the event of any nonpayment thereof,
12 the City shall have all the rights and remedies provided in this Lease and/or by law or at equity.

13
14 c. The Tenant shall also pay Additional Rent in the amount of Zero Dollars and No
15 Cents (\$0.00) per month for refuse removal, HVAC maintenance, water, sewer, sanitation and
16 other utilities, all to be provided by the City. If the Tenant's utility requirements should increase
17 or decrease during the Term or any Renewal Term, the Tenant shall immediately notify the City
18 in writing and the City, in its sole discretion, may make a change to this monthly amount.

19
20 d. Except as otherwise provided for in this Lease, any Additional Rent shall be due
21 and payable thirty (30) calendar days after receipt of notice of amount due and payable. All
22 payments shall be made payable to the "City of Annapolis" and shall be sent or delivered to the
23 Finance Director, Finance Department, City Hall, 160 Duke of Gloucester Street, Annapolis,
24 Maryland 21401.

25 26 **4. Quiet Enjoyment.**

27
28 The Tenant may peaceably and quietly have, hold and enjoy the Premises for the Term
29 of this Lease subject, however, to the terms of this Lease and compliance with these terms.

30 31 **5. Utilities/Services.**

32
33 a. The City shall arrange for the furnishing of the following utilities: electricity, heat,
34 hot and cold water, sanitary drainage, and HVAC, that are used in connection with the operation
35 of the Premises, and the Tenant agrees to pay the monthly fee established in Paragraph 3(c) of
36 this Lease as reimbursement to the City for such utilities.

37
38 b. The Tenant, at its sole cost and expense, shall arrange and pay for any
39 telephone, internet, cable, and similar services, including any necessary telecommunications
40 build-out of the Premises. The Tenant shall not arrange or pay for any build-out of any
41 telecommunications without the prior written consent of the City.

42
43 c. The Tenant, at its sole cost and expense, shall arrange and pay for any
44 housekeeping services and janitorial work that are necessary for the operation of the Premises
45 (other than space rented to other tenants), including, but not limited to, cleaning any and all
46 bathroom facilities, cleaning windows and floors, and all other general and/or routine janitorial
47 maintenance.

48

1 d. The City shall arrange and pay for all trash and recycling removal and disposal
2 on the Premises, and the Tenant agrees to pay the monthly fee established in Paragraph 3(c) of
3 this Lease as reimbursement to the City for such removal and disposal.

4
5 e. The City shall be responsible for ice and snow removal on the Property.

6
7 f. The City shall be responsible for grounds maintenance of the Property.
8

9 **6. Alterations; Fixtures, Equipment and Furnishings.**

10
11 a. The Tenant shall not make or cause to be made any alterations, additions, or
12 improvements to the Premises without first complying with Paragraph 7 of this Lease.

13
14 b. The Tenant shall retain ownership of all of its trade and business equipment and
15 furnishings from time to time installed on the Premises. The Tenant may remove any such
16 fixtures, equipment or furnishings at any such time during the Term and shall remove all of it
17 prior to the expiration of the Lease in accordance with Paragraph 24 of this Lease. Removal
18 shall not cause any damage to the Premises or the Property. The Tenant shall pay for any
19 damages it may cause, which shall be due and payable by the Tenant within thirty (30) calendar
20 days of City invoicing.

21
22 **7. Repairs and Maintenance.**

23
24 a. The Tenant, at its own cost and expense, shall keep and maintain the Premises
25 (other than space rented to other tenants) in good order and condition, and cause no waste or
26 damages thereto. At the expiration of this Lease, the Tenant shall surrender the Premises
27 broom clean and in the same order and condition in which they were on the commencement
28 date, ordinary wear and tear accepted.

29
30 b. The Tenant shall maintain all equipment and improvements in the Premises,
31 including, but not limited to, all plumbing and electrical in accordance with all applicable federal,
32 state, local and City laws, rules and regulations. The City shall maintain the central heating and
33 plumbing systems for the common areas of the Building and the electrical wiring servicing the
34 Building, and the Tenant agrees to pay the monthly fee established in Paragraph 3(c) of this
35 Lease as reimbursement to the City for such maintenance.

36
37 c. The City shall make all structural repairs, including, but not limited to, structural
38 columns and floors, the roof, and the exterior walls of and parking facilities servicing the
39 Premises.

40
41 d. The Tenant shall not make or cause to be made any permanent alterations,
42 additions, or improvements to the Premises without obtaining the prior written consent of the
43 City which will be granted in the City's sole and absolute discretion. Further, prior to the Tenant
44 repairing, replacing or otherwise altering any aspect of the Premises or the Property, the Tenant
45 shall provide the City with thirty (30) calendar days prior written notice specifying the need for
46 and nature of any and all such repairs, replacements or alternations, and providing the City with
47 a copy of all applicable contracts or agreements with any third party hired by the Tenant to
48 perform such repairs, replacements or alterations. The Tenant or its contractors shall not start or
49 undertake any such repairs, replacements or alterations without the prior written approval of the
50 City, and without first obtaining all necessary permits and governmental approvals. Such

1 repairs, replacements or alterations shall be made and rendered by professional contractors
2 licensed in the State of Maryland, be done in a good and workmanlike manner, and shall comply
3 in all respects with all applicable federal, state, local and City laws, ordinances and regulations,
4 including, but not limited to, zoning, building and fire code requirements. The Tenant agrees that
5 all such improvements shall become the property of the City when made, and further, that the
6 Tenant shall be entitled to no reimbursement or re-payment for any such improvements.

7
8 e. If the City is required to make any repairs to such portions of the Premises by
9 reason, in whole or in part, of the negligent or willful act or failure to act by the Tenant or the
10 Tenant's employees, agents, contractors, guests or invitees, the City may collect the cost of any
11 and all such repairs from the Tenant as Additional Rent, which shall be due and payable by the
12 Tenant within thirty (30) calendar days of City invoicing.

13
14 f. The City shall have no liability to the Tenant by reason of any inconvenience,
15 annoyance, interruption, or injury to business or other use or occupancy arising from making
16 any repairs or changes that the City is required or permitted to make in or to any portion of the
17 Premises, the Building, the Property, or the common areas, by any other tenant's lease, or by
18 law.

19
20 **8. Signs.**

21
22 The Tenant shall not to place or maintain any sign, billboard, marquee, awning,
23 decoration, placard, lettering, advertising matter or other thing of any kind, whether permanent
24 or temporary, on the exterior of the Premises or the Building or on the glass or any window or
25 door of the Premises or the Building, without first obtaining the City's written consent. The
26 Tenant shall maintain any sign, billboard, marquee, awning, decoration, placard, lettering or
27 advertising matter or other thing of any kind, as may be approved by the City, and shall repair
28 and replace when necessary to keep in good condition and repair at all times.

29
30 **9. Driveways and Footways.**

31
32 a. The Tenant's employees, agents, contractors, clients, guests, and invitees shall
33 be entitled to the non-exclusive use, free of charge, but in common with others, of the driveways
34 and footways within the Property, subject to any rules and regulations as the City may, from
35 time to time, require.

36
37 b. The City shall at all times have full and exclusive control, management and
38 direction of all driveways and footways. The City may restrict access to, temporarily close,
39 construct, adjust, reduce or perform such other acts to all or any portion of these facilities as the
40 City determines to be necessary or appropriate.

41
42 c. The City shall have the right, but not the duty, to police all driveways and
43 footways.

44
45 **10. Non-Discrimination.**

46
47 a. The Tenant shall not discriminate against any person with regard to membership
48 policies, employment practices, or in the provision of or access to services based on race, color,
49 religion, national origin, ancestry, sex, age, or disability.

50

1 b. This provision shall not be construed to prevent the Tenant from rendering
2 services pursuant to this Lease to categories of individuals with specific needs.
3

4 **11. City Rights.**

5
6 a. Upon reasonable prior notice from the City to the Tenant, the City shall have the
7 exclusive right to use all or any part of the roof and rear and side walls of the Premises and
8 Building for any purpose; to erect additional stories or other structures over all or any part of the
9 Premises, the Building or the Property; and to erect and maintain in connection with the
10 construction thereof, temporary scaffolds and other aids to construction on the exterior of the
11 Premises or the Building, In such event, the City may temporarily and reasonably limit or restrict
12 access to the interior of the Premises.
13

14 b. Upon reasonable prior notice from the City to the Tenant, the City shall have the
15 right to use the Premises, the Building and the Property for all purposes, as long as such use
16 does not preclude the Tenant's reasonable use of the Premises as described.
17

18 **12. Assignment.**

19
20 a. Except as permitted in Paragraph 12(b) below, the Tenant shall not assign or
21 sublet this Lease, or permit other persons to occupy the Premises, or grant any license or
22 concession for the Premises without the prior written approval of the City.
23

24 b. The Tenant is hereby allowed to sublease a portion of the Premises to Arundel
25 Lodge, Inc., subject to terms and conditions mutually agreed upon by those parties, and subject
26 to the Tenant providing the City with a copy of the proposed sublease agreement for the City's
27 written approval not later than thirty (30) calendar days prior to the effective date of such
28 sublease agreement. Regardless of any sublease agreement approved by the City, the Tenant
29 shall remain solely responsible for fulfillment of obligations of this Lease, and nothing in that
30 sublease agreement shall create a contractual relationship between the City and any subtenant.
31

32 **13. Security, Property Loss Damage.**

33
34 a. The Tenant assumes all risks associated with the security of the Premises (other
35 than space rented to other tenants) and the Property. The City shall have no obligation or duty
36 with regard to security. The Tenant shall police, light and maintain the Premises (other than
37 space rented to other tenants) and the Property in a clean, safe and secure manner. The
38 Tenant shall install secure office door key locks on each office door within the Premises, with
39 copies of all such keys provided to the City in accordance with Paragraph 20, and shall take
40 other reasonable measures to secure its personal property and records.
41

42 b. The Tenant shall not under any circumstances issue any no trespass notices,
43 whether oral or written, or exclude any individual from the Premises or the Property for any
44 reason, except to prevent a crime from being committed on the Premises or the Property. If the
45 Tenant desires to issue any no trespass notices or exclude any individual from the Premises
46 and/or the Property, the Tenant shall send a written request to the City and the City shall make
47 the ultimate decision how and if to act on this request.
48

49 c. The City, its elected officials, appointees, directors, employees, agents, and
50 representatives (the "Indemnified Parties") shall not be liable for any damage to property of the

1 Tenant or of others located on the Premises or entrusted to its or their employees nor for the
2 loss of any property by theft or otherwise, nor for any injury or damage to persons or property
3 resulting from theft, casualty, acts of God, fire of every nature and type, the accumulation of
4 snow or ice, explosion, falling plaster, steam, gas, electricity, wind, water, rain or snow which
5 may overflow or leak or be discharged from any part of the Premises, the Property, and/or the
6 Building or from the pipes, appliances or plumbing works of the same or from the street or
7 subsurface or from any other place, or from dampness, or from any other cause whatsoever;
8 nor shall the City be liable for any such damage caused by other tenants or persons in the
9 Premises, the Property, and/or the Building, or for damage caused by operations in construction
10 of any public or quasi-public works. All property of the Tenant kept or stored on the Premises
11 shall be so kept at the risk of the Tenant only and the Tenant shall indemnify, defend and hold
12 the Indemnified Parties harmless from any claims arising out of damage to the same, including
13 subrogation claims by the Tenant's insurance carrier.

14
15 **14. Compliance with Laws.**

16
17 The Tenant, at its sole cost and expense, shall keep in force all licenses, consents and
18 permits necessary for the lawful use of the Premises for the purposes of this Lease. The
19 Tenant, at its sole cost and expense, shall promptly comply with and do all things required by
20 any notice served upon it or upon the City in relation to the Premises or any part thereof, from
21 any of the departments or agencies of the City, a county, the State of Maryland, or the United
22 States, if the same shall be caused by the Tenant's use of the Premises. The Tenant shall pay
23 all costs, expenses, claims, fines, penalties, and damages that may in any manner arise out of
24 the failure of the Tenant to comply. Failure to comply with this Paragraph shall constitute a
25 breach of this Lease, and the City may terminate this Lease for default in accordance with
26 Paragraph 22.

27
28 b. The Tenant shall have a reasonable time not to exceed ten (10) calendar days to
29 comply with any notice pursuant to Paragraph 14(a), unless such violation relates to public
30 safety, in which case the City may order a temporary suspension of the Tenant's business and
31 other operations pending compliance.

32
33 **15. Insurance.**

34
35 a. The Tenant, at its sole cost and expense, shall maintain in full force and effect
36 during the Term of this Lease, and any Renewal Term, the following insurance coverages
37 insuring against claims that may arise from or in connection with the Tenant's operation and use
38 of the Premises.

39
40 1. Commercial General Liability Insurance Policy, including contractual
41 liability and property liability insurance for the Premises, written on an occurrence basis, in
42 adequate quantity to protect against legal liability arising out of this Lease, but no less than
43 \$1,000,000.00 per person and \$2,000,000.00 per occurrence in the aggregate, using a
44 Combined Single Limit for bodily injury and property damage.

45 2. Workers Compensation insurance as required by Maryland law;
46 Employers' Liability coverage with limits of at least \$100,000.00 each accident, \$100,000.00
47 each employee disease, and \$500,000.00 disease policy limit..

1 b. On all Commercial General Liability Insurance policies, the City, its elected
2 officials, appointees, directors, employees, agents, and representatives shall be named as
3 additional insureds, which shall be shown on insurance certificates furnished to the City.

4 c. Such policy or policies of insurance shall contain a provision by which the insurer
5 waives any right of subrogation against the City arising out of any loss covered by such
6 insurance.

7 d. The City shall not be liable to the Tenant for any damage to the Tenant's property
8 caused by the negligence or intentional acts of any other tenant in the Premises, or caused by
9 any condition existing on or emanating from the property of any other tenant which is caused by
10 such tenant or any of its agents or contractors.

11 e. The Tenant shall insure and protect itself against injury, loss or damage to its
12 property arising from any cause whatsoever, including omission, fault, negligence or other
13 conduct of the City, through procurement of insurance coverage, without subjecting the City to
14 liability to the Tenant for any injury, loss or damage which may be insured against, and further,
15 without subjecting the City to subrogation claims of any insured.

16 f. The Tenant shall submit to the City, simultaneously with the execution of this
17 Lease, Certificates of Insurance evidencing the coverage required by this Lease before
18 commencing the Term of this Lease. Such certificates shall provide that the City be given at
19 least thirty (30) calendar days prior written notice of any cancellation of, intention not to renew,
20 or material change in coverage.

21 g. The Tenant's insurance policy or policies shall not relieve the Tenant of any of its
22 responsibilities or obligations under this Lease or for which the Tenant may be liable by law or
23 otherwise.

24 h. The Tenant's insurance policy or policies shall be issued by an insurance
25 company(s) authorized to do business within the State of Maryland.

26 i. The required insurance shall be primary to any other valid and collectable
27 insurance.

28 j. The Tenant's failure to provide and continue in force the insurance policy or
29 policies required by this Lease shall constitute a material breach of this Lease and shall operate
30 as an immediate termination of this Lease.

31 **16. Indemnification.**

32 a. The Tenant shall be solely responsible for any and all injuries and damages to
33 persons and property resulting from any breach or default of this Lease by the Tenant, or any
34 negligent or intentional act or omission by the Tenant in carrying out the terms of this Lease or
35 otherwise arising from this Lease.

36 b. The Tenant shall indemnify, defend and hold the Indemnified Parties harmless
37 from and against all liability for injuries to persons, including death, and damage to the
38 Premises, the Building, or the Property arising from acts or omissions of the Tenant, its officers,
39 agents, employees, contractors, patrons, volunteers, guests or invitees resulting in connection
40 with this Lease. The Tenant shall also indemnify, defend and hold the Indemnified Parties
41 harmless from and against any and all liabilities, claims, suits, or demands which may be made
42

1 against the Indemnified Parties by any third party arising from the alleged violation of any third
2 party's trade secrets, proprietary information, trademark, copyright, patent rights, or other
3 intellectual property rights, or from the alleged violation of unfair competition, defamation,
4 invasion of privacy, anti-discrimination laws or regulations, or any other right of any person or
5 entity in connection with the Tenant's use of the Premises or the Property under this Lease.

6 c. The Tenant's indemnifications include reasonable attorney fees and costs
7 incurred by the City in defending any claims, complaints, causes of action, lawsuits, or other
8 such actions.

9 d. The City, in its sole discretion, may participate in handling its own defense or
10 exclusively handle its own defense, and select its own attorneys, including the City Attorney.
11 The indemnification for attorney fees applies whether or not the City Attorney or other attorney
12 handles the defense.

13 e. Tenant indemnification does not limit any immunity which the Indemnified Parties
14 are entitled to assert, and includes all costs and expenses, including attorney's fees, whether or
15 not related to administrative or judicial proceedings.

16 f. The Tenant shall reimburse the City, within thirty (30) calendar days after
17 invoicing for such reimbursement as Additional Rent, for any damage to the Premises, the
18 Building, and the Property caused by the negligence or willful misconduct of the Tenant, its
19 officers, agents, employees, contractors, patrons, volunteers, guests or invitees.

20 **17. Impairment of the City's Title.**

21
22 The Tenant shall not have the right, power, or permission to do any act or to make any
23 agreement that may create, give rise to, or be the foundation for, any right, title, interest, lien,
24 charge, or other encumbrance on the estate of the City in the Premises, the Building, or the
25 Property. The Tenant shall not permit any part of the Premises, the Building, or the Property to
26 be used by any person or persons or by the public at any time or times during the Term of this
27 Lease, in such manner as might tend to impair the City's title to or interest in the Premises, the
28 Building, or the Property, or in such manner as might make possible a claim or claims of
29 adverse use, adverse possession, prescription, dedication, or other similar claims of, in, to, or
30 with respect to the Premises, the Building, or the Property.

31 32 **18. Liens and Encumbrances.**

33
34 a. The Tenant shall not permit any liens for labor or materials to attach to the
35 Premises, the Building, or the Property as a result of the improvements made or constructed
36 upon the Premises, the Building, or the Property by the Tenant and if such liens do attach, the
37 Tenant shall immediately cause such liens to be discharged of record or bonded for the full
38 amount of the lien. Failure of the Tenant to discharge or bond for the full amount of any lien with
39 thirty (30) calendar days of receipt of notice thereof shall be cause for the City, at its option, to
40 immediately terminate this Lease and sue the Tenant for damages.

41
42 b. During the Term of this Lease, the Tenant shall not mortgage or encumber the
43 Premises or the Property.
44
45
46

1 **19. Taxes and Assessments.**
2

3 a. The Tenant shall pay all impositions including all state, county and City taxes
4 (including real estate ad valorem, sales, use, and occupancy taxes), and assessments of any
5 kind and nature whatsoever, including all interest and penalties on them, which shall or may
6 accrue or be incurred during the Term of this Lease. The Tenant shall pay all such taxes and
7 assessments before any fine, penalty, interest, or cost may be added for nonpayment, and shall
8 furnish to the City, on request, official receipts or other satisfactory proof evidencing such
9 payment. If any tax or assessment is payable in installments over a period of years, the Tenant
10 shall be liable only for payment of those installments falling due and payable during the Term,
11 with appropriate pro-ratio in case of fractional years.
12

13 b. Taxes and assessments shall not be deemed to include any municipal, state or
14 federal income taxes assessed against the City, or any municipal, state or federal capital levy,
15 estate, succession, inheritance or transfer taxes of the City, or any franchise taxes imposed on
16 the City, or any income, profits or revenues tax, assessment or charge imposed on the rent
17 received as such by the City under this Lease.
18

19 **20. The City's Right of Entry.**
20

21 a. The City and its employees, representatives, agents, and servants, including any
22 builder or contractor employed by the City, shall have the absolute unconditional right at any
23 and all reasonable times without any prior notice to the Tenant to enter the Premises or the
24 Property for any of the following purposes: (a) to inspect the Premises and the Property; (b) to
25 make such repairs and/or changes in the Premises or the Property as the City may deem
26 necessary or proper; (c) to enforce and carry out any provision of this Lease; (d) for any
27 purpose relating to the safety, protection or preservation of the Premises or the Property; or (e)
28 for any other purpose related to the enforcement of this Lease.
29

30 b. The Tenant shall provide the City with a complete and current set of keys to all
31 entrances and exits to the Premises.
32

33 c. The City shall use reasonable efforts to minimize interference to the Tenant's
34 business or use of the Premises or the Property when making inspections or repairs, but the
35 City shall not be required to perform the inspections or repairs at any time other than during
36 normal working hours.
37

38 **21. Reservation of Governmental Authority.**
39

40 The City reserves the right at all times to exercise full governmental control and
41 regulation with respect to all matters connected with this Lease not inconsistent with the terms
42 of this Lease.
43

44 **22. Defaults or Breach.**
45

46 a. The occurrence of any one (1) of the following events shall constitute a Default
47 or Breach under the terms of this Lease:
48

1 1. Failure by the Tenant to make any payment of Rent, Additional Rent, or
2 any other payment required to be made by the Tenant under this Lease and the Tenant fails to
3 remedy such default within five (5) business days after any such payment is due and payable.
4

5 2. Failure by the Tenant to observe or perform any of the covenants,
6 conditions or provisions of this Lease.
7

8 3. The Tenant's any general assignment or general arrangement for the
9 benefit of creditors, the filing by or against the Tenant of a petition to have the Tenant adjudged
10 a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy
11 (unless in the case of a petition filed against the Tenant, the same is dismissed within sixty (60)
12 calendar days), the appointment of a trustee or receiver to take possession of substantially all of
13 the Tenant's property located in the Premises or the Tenant's interest in this Lease where such
14 seizure is not discharged or bonded within ten (10) business days, the attachment, execution or
15 other judicial seizure of substantially all of the Tenant's interest in this Lease, where such
16 seizure is not discharged or bonded within ten (10) business days.
17

18 4. Vacating or abandonment of the Premises by the Tenant.
19

20 5. Any material misrepresentation by the Tenant to the City in connection
21 with the negotiation or execution of this Lease.
22

23 6. Being delinquent on any other City obligation, tax, payment, or other
24 liability, including any other leases or agreements with the City.
25

26 b. Upon the occurrence of a Default or Breach, the City may, after giving the Tenant
27 ten (10) calendar days written notice, proceed in the following manner:
28

29 1. Terminate this Lease and the Tenant's right to possession of the
30 Premises and with or without legal process, re-enter and take possession of the Premises and
31 remove the Tenant, any occupant and any property therefrom, without being guilty of trespass
32 or being liable to any suit, action or prosecution therefore, which liability the Tenant hereby
33 expressly waives, and without relinquishing any rights of the City against the Tenant.
34 Notwithstanding such re-entry and termination of this Lease, the Tenant shall remain liable to
35 the City for any payments or damages, including, but not limited to, outstanding Rent and
36 Additional Rent and attorneys' fees, due or sustained prior thereto; or
37

38 2. Maintain the Tenant's right to possession, in which case this Lease shall
39 continue in effect, whether or not the Tenant shall have abandoned the Premises. In such event,
40 the City shall be entitled to enforce all of the City's rights and remedies under this Lease,
41 including the right to recover the Rent and Additional Rent as it becomes due hereunder.
42

43 c. No act or omission by the City shall be deemed to be an acceptance of a
44 surrender of the Premises or a termination of the Tenant's liabilities under this Lease, unless the
45 City shall execute a written release of the Tenant. The Tenant's liability under this Lease shall
46 not be terminated by the execution by the City of any new lease for all or any portion of the
47 Premises or the acceptance of rent from any assignee or subtenant.
48

49 d. The City, in its sole discretion, may afford the Tenant a reasonable time to cure
50 any default or breach of this Lease before declaring a Default or Breach and terminating this

1 Lease.
2

3 **23. Termination for Convenience.**
4

5 Either party may terminate this Lease for convenience, for any reason, and at any time
6 by providing thirty (30) calendar days prior written notice to the other party. Any such
7 termination of this Lease by the City shall not discharge the Tenant from any obligation it may
8 have to the City by reason of any transaction, loss, cost, damage, expense or liability which
9 shall occur or arise (or the circumstances, events or basis of which shall occur or arise) prior to
10 such termination, whether the same be known or unknown at the time of such termination. The
11 City shall prorate any Rent, and any Additional Rent, as of the date of termination for
12 convenience.
13

14 **24. Surrender of Premises; Damage to Premises.**
15

16 a. On the last day or earlier termination of this Lease, the Tenant shall vacate the
17 Premises and leave it in good condition and repair, normal wear and tear excepted. If the
18 Premises are not surrendered when required, the Tenant shall indemnify, defend and hold the
19 Indemnified Parties harmless against loss or liability resulting from the delay by the Tenant in
20 vacating the Premises, including, without limitation, any claims made by any succeeding tenant
21 or other occupant founded on such delay. Any holding over with the consent of the City after the
22 termination of this Lease shall be construed to be a tenancy from month-to-month upon the
23 same terms and conditions as provided in this Lease, to the extent applicable.
24

25 b. On the last day or earlier termination of this Lease, and in accordance with
26 Paragraph 7 of this Lease, the Tenant shall, within thirty (30) calendar days and at its own cost
27 and expense, dismantle and remove all of its personal property from the Premises. Any such
28 property not removed at the expiration of this Lease in accordance with the preceding sentence
29 and the Tenant's continued failure to remove the same within thirty (30) calendar days after
30 receipt of notice from the City, shall be deemed abandoned and, at the election of the City, shall
31 become the property of the City without payment of any kind to the Tenant, without increasing
32 the City's liability to the Tenant, and for any disposition of it as the City decides to make.
33

34 c. Within ten (10) calendar days of vacating, the City shall tour the Premises, with
35 the Tenant present if possible, to determine the condition of the Premises. Any items
36 determined to be in need of correction or repair shall be corrected or repaired by the City, and
37 shall be invoiced by the City and paid by the Tenant within thirty (30) calendar days of such
38 invoicing as Additional Rent.
39

40 d. In case of any substantial loss of or damage to the Premises as the result of a
41 taking under the power of eminent domain, or by fire, storm or other casualty or force majeure
42 event, the City in its sole and absolute discretion may determine whether or not, and to what
43 extent, to repair or restore any of the Premises, or to terminate this Lease pursuant to
44 Paragraph 23. If the City decides to repair or restore, and any portion of the Premises remains
45 suitable for the Tenant's use, then the Tenant shall be entitled to utilize that portion of the
46 Premises. The City, as applicable and appropriate, shall prorate any Rent due by the Tenant to
47 account for any decreased size of the Premises. If the City either decides not to repair and
48 restore the Premises, and/or repairs and restores the Premises, but no portion of the Premises
49 remains suitable for the Tenant's use, then this Lease shall be terminated pursuant to

1 Paragraph 23. It shall be the sole responsibility of the Tenant to restore, repair and/or remove its
2 own personal property, fixtures and equipment.
3

4 **25. Modification.**
5

6 a. This Lease sets forth the entire agreement between the parties relative to the
7 subject matter of this Lease. No representation, promise or condition, whether oral or written,
8 not incorporated herein shall be binding upon either party to this Lease. This Lease shall not be
9 waived, amended or modified except in writing and signed by the authorized representative(s) of
10 both parties.
11

12 b. No act by any representative or agent of the City, other than such a written
13 agreement and acceptance by the City, shall constitute an acceptance thereof.
14

15 **26. Representations and Warranties.**
16

17 The Tenant represents and warrants to the City that:
18

19 a. The Tenant is a corporation organized under the laws of the State of Maryland,
20 qualified to do business and in good standing in the State of Maryland, and authorized to
21 conduct the business in which it is engaged and as described in this Lease.
22

23 b. The Tenant is authorized to execute, deliver and perform this Lease.
24

25 c. The Tenant shall not violate the order of any court or governmental authority or
26 breach any contract or other agreement by entering into this Lease.
27

28 d. There are no actions, suits, etc. pending or, to the best of its knowledge,
29 threatened against the Tenant or which might adversely affect the Tenant's right to enter into or
30 perform under this Lease.
31

32 e. The Tenant has been represented (or has had the opportunity to be represented)
33 in the execution of this Lease by independent legal counsel.
34

35 f. There exists no actual or potential conflict of interest between its performance
36 under this Lease and its engagement or involvement in any other agreement, or personal or
37 professional activities. In the event such conflict or potential conflict arises during the Term of
38 this Lease, or any renewal thereof, the Tenant shall immediately advise the City in writing
39 thereof.
40

41 g. The representations set forth in the Lease shall be true and valid throughout the
42 Term.
43

44 **27. Access to Records.**

45 a. At any time during normal business hours with reasonable prior notice from the
46 City, and as often as the City may deem necessary, the Tenant shall make available to and
47 allow inspection and copying by the City, its employees or agents, of all books, records,
48 accounts, reports, information and documentation of the Tenant related to the subject matter of
49 this Lease, including, but not limited to, all contracts, invoices, payroll, and financial audits.

1 b. The Tenant shall maintain all books, records, accounts, reports, information and
2 documentation required under this Lease for a period of at least three (3) years after the date of
3 termination of this Lease including any renewals, except in the event of litigation or settlement of
4 claims arising from the performance of this Lease, in which case the Tenant shall do so until
5 three (3) years after final adjudication of such litigation or settlement of claims.

6 **28. Remedies Cumulative and Concurrent.**
7

8 No remedy provided by this Lease or reserved to the City is intended to be exclusive of
9 any other remedies provided for in this Lease, and each such remedy shall be cumulative, and
10 shall be in addition to every other remedy given under this Lease, or now or hereafter existing at
11 law or in equity or by statute. Every right, power and remedy given to the City shall be
12 concurrent and may be pursued separately, successively or together against the Tenant, and
13 every right, power and remedy given to the City may be exercised from time to time as often as
14 may be deemed expedient by the City.
15

16 **29. Waiver of Remedies for Breach Or Default.**

17 No failure or delay by the City to insist upon the strict performance of any term, condition
18 or covenant of this Lease, or to exercise any right, power or remedy consequent upon a breach
19 or default thereof, shall constitute a waiver of any such term, condition or covenant or of any
20 such breach or default, or preclude the City from exercising any such right, power or remedy at
21 any later time or times.

22 **30. Independent Contractor Status.**

23 Nothing contained in this Lease shall be construed to constitute the Tenant as an agent,
24 representative or employee of the City, or to create any relationship between the parties other
25 than landlord and tenant.

26 **31. Binding Effect.**

27 The terms of this Lease shall be binding on and enforceable against the parties and their
28 respective successors and assigns.

29 **32. Governing Law.**

30 a. In all actions arising from this Lease, the laws of the State of Maryland shall
31 govern, and the venue for all actions initiated pursuant to this Lease shall be exclusively the
32 Courts of Anne Arundel County, Maryland.

33 b. The parties waive jury trial in all actions initiated pursuant to this Lease.

34 **33. Recitals.**

35 The Recitals of this Lease are incorporated into this Lease.

36 **34. Severability.**

37 If any of the provisions of this Lease are declared by a court or other lawful authority to
38 be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected
39 thereby and shall remain enforceable to the full extent permitted by law.

1 **35. Survival.**

2 Those paragraphs in this Lease which by their nature are intended to survive, including,
3 but not limited to, "Access to Reports", "Indemnification", "Defaults or Breach", and "Governing
4 Law" shall survive the termination of this Lease.

5 **36. Time is of the Essence.**

6 Time is of the essence with respect to each and every provision of this Lease.

7 **37. Authorization.**

8 This Lease is authorized by the City Council pursuant to Ordinance No. O-__-__.

9 **38. Notice.**

10 Any notice required to be delivered shall be deemed to have been received when the
11 notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered with
12 signed receipt to the following address and individual or such other address and/or such other
13 individual as a party may identify in writing to the other party:

14
15 To the City: Director
16 Department of Recreation and Parks
17 273 Hilltop Lane
18 Annapolis, Maryland 21401
19
20 With a Copy to: City Attorney
21 Office of Law
22 160 Duke of Gloucester Street
23 Annapolis, Maryland 21401
24
25 To the Tenant: Annapolis Youth Services Bureau
26 251 West Street
27 Annapolis, Maryland 21401
28 Attn: _____
29

30 **39. Counterparts.**

31 This Lease may be executed in any number of counterparts and by the parties hereto in
32 separate counterparts, each of which when so executed and delivered shall be deemed to be an
33 original and all of which taken together shall constitute but one and the same instrument.

34
35
36
37
38

IN WITNESS WHEREOF, it is the intent of the parties that the Tenant has signed this Lease under seal and, further, that the parties have executed this Lease the day and year first written above.

WITNESS:

ANNE ARUNDEL COUNTY
COMMUNITY ACTION AGENCY, INC.

By: _____
Name: _____ (Seal)
Title: _____

ATTEST:

CITY OF ANNAPOLIS

Regina C. Watkins-Eldridge, MMC,
City Clerk

By: _____
Gavin Buckley, Mayor (Seal)

APPROVED FOR SUFFICIENT APPROPRIATIONS
AND AVAILABILITY OF FUNDS:

Joanna D. Dickinson, Director
Finance Department
Source of Funds: _____

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

Office of Law
D. Michael Lyles, City Attorney

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Attachment A
The Premises

See attached page(s).