



Chartered 1708

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

LEASE AGREEMENT (BOAT SHOWS) WITH UNITED STATES YACHT SHOWS, INC.

(Spring 2031-2036)

Authorized by Ordinance O-36-25

THIS LEASE AGREEMENT ("Lease") is made this _____, by and between the City of Annapolis, a municipal corporation of the State of Maryland (the "City"), and UNITED STATES YACHT SHOWS, INC., Maryland corporation ("Tenant").

WHEREAS, the City is the fee simple owner of the property known and described as the City Dock in Annapolis, Maryland (the "City Dock"), which is improved by docking space, boat slips and a boardwalk, and the City has space therein and adjacent thereto to lease; and

WHEREAS, Tenant desires to lease certain portions of the City Dock, including docking spaces, boat slips, boat moorings, adjacent City waters, and certain portions of nearby boardwalks, sidewalks, parking lots, and City roadways (collectively, the Premises"), and as more particularly described in Article I of this Lease; and

WHEREAS, Tenant wishes to lease the Premises for the purpose of carrying on its business of annual spring boat show, including in-water sail and powerboat shows where boaters may board stationary boat models, board and ride non stationary boats, attend seminars, participate in demonstrations or excursions, and research and purchase boats, boating equipment, foul weather gear, electronics, nautical education, charters, and other equipment and/or supplies from Tenant and a variety of Tenant-organized "Exhibitors", as well as other boat show activities (each a "Show" and collectively, the "Shows"); and

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

NOW, THEREFORE, in consideration of these premises and the mutual promises and understandings stated herein, and other good and valuable consideration, the sufficiency of which the parties acknowledge, the parties agree as follows:

ARTICLE I: PREMISES; TERM; RENT; CITY FEES

Section 1.1. Premises; Purposes:

(a) *Premises*. The City hereby leases to Tenant the Premises, which collectively consists of those parcels of land and water described below, and as designated on **Exhibit A** and **Exhibit B**, attached hereto and incorporated into this Lease. The Premises shall not include the sidewalk on Dock Street between Craig Street and the Burtis Parcel, which is to be left open for

1 public access subject to the terms of this Lease. The parties acknowledge and agree that the
2 Premises will be updated based on City infrastructure changes, and shall be documented in a
3 written amendment to this Lease.

- 4
- 5 i. (Optional) "Basil Parking Lot", as designated on Exhibit A.
- 6
- 7 ii. "Prince George Street Parcel", as designated on Exhibit A.
- 8
- 9 iii. The "City Dock Parcel" as designated on Exhibit A, but expressly excepting
10 public access roads and sidewalks from Randall Street to and through Craig
11 Street (as depicted on Exhibit A) and the sidewalk exclusion specified above.
- 12
- 13 iv. "Ego Alley", as depicted on Exhibit A.
- 14
- 15 v. Subject to certain state restrictions as specified in recorded easements
16 between the City and the Maryland Department of Natural Resources, the
17 "Burtis Parcel", as designated on Exhibit A.
- 18
- 19 vi. Boat moorings ("Boat Moorings"), as depicted on Exhibit B.
- 20

21 (b) *General Purpose*. Tenant shall only use the Premises for the purpose of holding
22 the Shows.

23
24 (c) *Intentionally Deleted*.

25
26 (d) *Intentionally Deleted*.

27
28 (e) *Public Access*. The Premises shall only be open to the public between 10:00 AM
29 and 6:30 PM during any Show. This time restriction shall not apply to private events authorized
30 by Tenant.

31
32 (f) *Sailboat Advertising*. Tenant may request use of a portion of the Premises and/or
33 the City Dock prior to any Show for the docking and/or mooring of a single sailboat to advertise
34 that upcoming Show. The City may grant such permission in writing in its sole discretion, and
35 such to any restrictions and/or location as the City may deem appropriate.

36
37 Section 1.2. Initial Term; Renewal Terms; Extension:

38
39 (a) *Initial Term*. This Lease shall commence January 1, 2031, and end December 31,
40 2031 (the "Initial Term"), unless sooner terminated, renewed, and/or extended, in accordance with
41 the provisions of this Lease. Tenant shall only have access to the Premises during the Initial Term
42 on those dates and times as specified in Exhibit C (the "Show Dates/Times"), attached here and
43 incorporated herein.

44
45 (b) *Renewal Term(s)*. This Lease may be renewed for five (5) additional one (1) year
46 terms (each a "Renewal Term" and collectively, "Renewal Terms") on the same terms and
47 conditions, and in accordance with all of the requirements of this Section 1.2. In the event any
48 renewal materially changes the terms and conditions set forth herein, the approval of Annapolis
49 City Council may be required.

1 (c) *Operation of Renewal Term(s)*. Starting on January 1, 2032, and each applicable
2 January 1st thereafter throughout the Term (as defined below), this Lease shall automatically be
3 renewed for five (5) additional one (1) calendar year periods (calendar years 2032, 2033, 2034,
4 2035, and 2036); provided that: (i) Tenant shall not be in default under Article XII of this Lease;
5 (ii) there shall be no Force Majeure Event that prevents Tenant's use of the Premises, as further
6 described in Article XI of this Lease; and (iii) there shall be no material change in the economic
7 stability and sustainability of the power and/or sailing boating industry or the successful operation
8 and viability of the Show as reasonably documented by Tenant to the City. Tenant shall only have
9 access to the Premises for any Renewal Term during the Show Dates/Times as specified in
10 **Exhibit C**.

11
12 (d) *Extension Period*. This Lease may be extended on the same terms and conditions,
13 and in accordance with this subsection, only provided that (i) Tenant shall not be in default under
14 Article XII of this Lease and (ii) there shall be no Force Majeure Event that prevents Tenant's use
15 of the Premises, as further described in Article XI of this Lease (the "Extension Requirements").
16 If such Extension Requirements are met, then Tenant shall have the right, upon written notice to
17 the City at least ninety (90) calendar days prior to January 1, 2037, to elect to extend this Lease
18 for one (1) additional four (4) calendar year period for the calendar years 2037 through 2040 (the
19 "Extension Period"), and the dates/times for any additional Shows shall be specified in an
20 amendment to **Exhibit C** of this Lease. The Extension Period shall consist of four (4) individual
21 one (1) year Renewal Terms, which Renewal Terms shall renew on January 1, 2037 for the 2037
22 Shows, on January 1, 2038 for the 2038 Shows, on January 1, 2039 for the 2039 Shows, and on
23 January 1, 2040 for the 2040 Shows. These Renewal Terms shall be treated in the same manner
24 and with the same obligations as those Renewal Terms specified in this Section 1.2. Any
25 Extension Period shall be documented in writing and signed by the authorized representatives of
26 each of the parties hereto, but shall not be required to go to Annapolis City Council unless there
27 are material changes to any other terms and conditions set forth herein.

28
29 (e) *Definition of Term*. The Initial Term, any applicable Renewal Term(s), and/or any
30 applicable Extension Period, shall collectively be referred to as the "Term".

31
32 **Section 1.3. Rent:**

33
34 (a) *Rent for Initial Term*. Except as may be adjusted by the provisions of this Lease,
35 the "Rent" for the Initial Term shall be the greater of either: (i) fifty percent (50%) of Tenant's gross
36 receipts (after deduction of Maryland Admissions and Amusement Taxes) from Tenant's sale of
37 tickets for admission to all Shows held during the Initial Term of this Lease (collectively, the "Ticket
38 Sales") or, (ii) the sum calculated by increasing the Renewal Minimum Payment calculated in
39 2030 for the 2030 Show by fifty percent (50%) of the amount of the Consumer Price Index
40 increase over the twelve (12) months preceding the Initial Term (the "Minimum Payment"). Tenant
41 shall calculate the applicable Minimum Payment, in coordination with the City, for each Show,
42 which calculation shall be included as part of the Report provided pursuant to Section 9.4 of this
43 Lease.

44
45 (b) *Rent for Renewal Term(s)*. The Rent for each Renewal Term shall be the greater
46 of either: (i) fifty percent (50%) of the Ticket Sales during the applicable Renewal Term of this
47 Lease or, (ii) the amount of the Minimum Payment for the immediately prior term of this Lease
48 increased by fifty percent (50%) of the amount of the Consumer Price Index increase over the
49 twelve (12) months preceding each respective Renewal Term ("Renewal Minimum Payment").
50 Notwithstanding the foregoing, (x) the maximum amount that the Renewal Minimum Payment
51 shall increase during the Initial Term and the Renewal Terms for calendar years 2032, 2033,

2034, 2035, and 2036, collectively, shall be ten percent (10%); and (y) the maximum amount that the Renewal Minimum Payment shall increase during the Extension Period, and the corresponding Renewal Terms for calendar years 2037, 2038, 2039, and 2040, collectively, shall be ten percent (10%) above the Renewal Minimum Payment for calendar year 2036. "Consumer Price Index" as used in this Lease shall mean "United States City Average All Items for All Urban Consumers (CPI-U, 1982-84=100)" published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the publication of the Consumer Price Index of the U.S. Bureau of Labor Statistics is discontinued, comparable statistics on the purchasing power of the consumer dollar published by a responsible financial periodical selected by the City shall be used for making such computations.

(c) *Payment of Rent.* Tenant shall pay the City the applicable Rent, in full, within thirty (30) calendar days of the last move-out date specified in **Exhibit C** for the last Show held during the then-current term, payable to "City of Annapolis" c/o the Director of Central Services at 25 Shaw Street, Annapolis, Maryland 21401. If the Rent is based on the Ticket Sales, rather than the Minimum Payment or the Renewal Minimum Payment, then the Rent shall be paid to the City simultaneously with Tenant's payment of its Maryland Admissions and Amusement Tax following completion of the applicable Show. Tenant shall also submit a copy of its Maryland Admissions and Amusement Tax report/return and such other proof of gross receipts from the Ticket Sales as may be reasonably requested by the City to: Finance Director at 160 Duke of Gloucester Street, Annapolis, Maryland 21401. Copies of such payment and proof of gross receipts shall be provided to Director of Central Services at 25 Shaw Street, Annapolis, Maryland 21401.

Section 1.4. City Fees: In addition to the Rent, Tenant shall reimburse the City, within thirty (30) calendar days of receipt of City invoice, the sum calculated by increasing the City Fees calculated in 2030 for the 2030 Show by fifty (50%) of the amount of the Consumer Price Index increase over the twelve (12) months preceding each Show, for the costs incurred by the City as a result of Tenant's use of City, inspection services, parking and transportation, facilities and services, police services, fire services, harbormaster services, and/or other safety services for each Show less the cost of the dumpsters pursuant to Section 3.5(b) (collectively, the "City Fees"). Tenant shall calculate the applicable City Fees, in coordination with the City, for each Show, which calculation shall be included as part of the Report provided pursuant to Section 9.4 of this Lease. The parties acknowledge and agree that in the event Tenant does not use the City's services for a Show, Tenant shall not pay City Fees for such Show.

Section 1.5. Revisions to the Premises:

(a) *City Decrease of Premises.* The City shall have the right to permanently and/or temporarily decrease the area of the Premises in order to reflect any change in ownership or change in City infrastructure provided written notice is furnished to Tenant at least one hundred and eighty (180) calendar days prior to the first impacted Show indicating the nature of the decrease and any applicable period of time for such decrease. In the event the total Premises area (measured in square feet) is reduced by any action of the City under this Section 1.5, the Rent shall be reduced in direct proportion to the reduction in total Premises area. Tenant shall present documentation including measurements and calculations to support any claim of reduced Premises. A permanent decrease in the area of the Premises requires an amendment to this Lease, signed by both parties. In the event a permanent decrease pursuant to this Section results in a reduction of over twenty percent (20%) of the Premises, Tenant shall have the right to terminate this Lease upon written notice to the City.

1 (b) *Tenant Decrease of Premises.* Tenant shall have the right to request to
2 permanently and/or temporarily decrease the area of the Premises in order to reflect any change
3 in the Shows, provided a written request is furnished to the City at least one hundred eighty (180)
4 calendar days prior to the first impacted Show indicating the nature of the decrease and any
5 applicable period of time for such decrease. Any such change shall be subject to the City's written
6 approval, which approval shall not be unreasonably withheld. If such a decrease is approved by
7 the City, Tenant shall be entitled to a pro rata reduction in the Rent. In addition, the amount of
8 City Fees shall be reduced as appropriate based upon the reduction of services provided by the
9 City. For example, if fewer service/working hours for police or fire protection is required, the
10 amount of City Fees will be reduced proportionately. But if the reduction in area does not result
11 in a reduction of City services, then no reduction in City Fees will be required. A permanent
12 decrease in the area of the Premises requires an amendment to this Lease, signed by both
13 parties.

14
15 (c) *Increase of Premises.* Any increase in the area of the Premises requires an
16 amendment to this Lease, signed by both parties.

17 **ARTICLE II: CHANGE IN SHOW DATES/TIMES**

18 **Section 2.1. Finalizing Initial Term and Renewal Terms:**

19
20 The parties hereby agree that the Show Dates/Times specified in **Exhibit C** for the Shows
21 are tentative dates based upon current knowledge and calendars, and the parties hereby further
22 agree that they shall meet no later than April 1st of each calendar year, throughout the Term of
23 this Lease, to finalize and confirm such dates for the following calendar year. Any changes shall
24 be memorialized in a written amendment to this Lease, signed by both parties.

25
26 **Section 2.2. Number of Days:** The City grants to Tenant the right to add one (1) day to any Show
27 for general public admission. Tenant shall also have the right, in its sole discretion, to reduce the
28 number of days of any Show. Tenant shall provide written notice of such intention no later than
29 thirty (30) calendar days before the opening of the applicable Show.

30
31 **Section 2.3. Adjustment to Rent:** The Rent, but only if based on the Minimum Payment or the
32 Renewal Minimum Payment, and the City Fees, as appropriate, shall be increased or reduced
33 proportionately based upon the number of days added or deleted if Tenant exercises its rights to
34 extend or shorten the number of Show days pursuant to this Article. All of the other provisions of
35 the Lease shall remain in full force and effect.

36
37 **Section 2.4. Early Move-In; Late Move-Out:** Tenant may request permission from the City's
38 Director of Central Services in writing to move-in a portion or all of a specific Show no more than
39 four (4) calendar days in advance of the earliest move-in date specified for that Show in **Exhibit**
40 **C** to accommodate and/or avoid a weather event, flooding, or other Force Majeure Event that has
41 occurred or will reasonably occur on the Premises. In addition, Tenant may request permission
42 from the City's Director of Central Services in writing to move-out from a Show no more than four
43 (4) calendar days later than the latest move-out date specified for that Show in **Exhibit C** to
44 accommodate and/or avoid a weather event, flooding, or other Force Majeure Event that has
45 occurred or will reasonably occur on the Premises. Tenant may be required to provide
46 documentation or other evidence to the City to support its request. Tenant may not alter its move-
47 in or move-out dates under this Section until written permission is received from the City's Director
48 of Central Services. The City's Director of Central Services may grant permission if he/she
49 determines, based on weather data collected and provided by the City's emergency services
50
51

1 departments and Tenant-provided documentation, that a weather, flooding, or Force Majeure
2 Event impact on the Premises will imminently occur or has occurred, and such approval of
3 Tenant's request does not interfere with or impact any City legal obligations or any City emergency
4 plans. The City's Director of Central Services' approval under this Section shall not be
5 unreasonably withheld.

6 7 **ARTICLE III: USE OF PREMISES; MAINTENANCE OF PREMISES**

8 9 **Section 3.1. Use of the Premises:**

10
11 (a) *Access.* Tenant is authorized to use existing and normal ingress to and egress
12 from the Premises, and existing and normal street and harbor lighting, all without additional
13 charge.

14
15 (b) *Music/Sound.* Amplified music or other amplified sound on the Premises shall not
16 exceed the maximum decibel levels specified in Chapter 11.12 of the City Code, as may be
17 amended.

18
19 (c) *Boat Lift.* The City's Harbormaster will lower the boat lift located in Slip Four of the
20 Premises on the first day Tenant takes possession of the City Dock parcel of each Show. Such
21 boat lift will stay lowered for the unobstructed display of boats in the water throughout that
22 applicable Show. The City's Harbormaster will raise that boat lift back up and inspect same after
23 the Show has cleared Slip Four for each Show. No one shall operate the boat lift except for
24 employees of the City's Harbormaster.

25
26 **Section 3.2. Site Plan:** Before the erection of all booths and other Show structures as described
27 in Article VII of this Lease, Tenant shall submit a "Site Plan" for each Show, as well as a flame
28 retardant certificate for each tent to be erected, fifteen (15) calendar days before installation for
29 review and approval by the City Fire Marshal's Office at fmo@annapolis.gov, with a copy to
30 Director of Central Services, 25 Shaw Street, Annapolis, Maryland 21401. The City Fire Marshal's
31 Office review of the Site Plan for each Show shall expressly include, at a minimum, fire lanes,
32 turning radius, temporary structures, and a flame retardant certificate for each tent submission.
33 The fire lanes approved by the City Fire Marshal's Office for each Show shall be clearly depicted
34 on the approved applicable Site Plan, and such approved fire lanes shall all be maintained
35 throughout the entire duration of the applicable Show.

36
37 **Section 3.3. Transportation:** Tenant shall prepare and submit a written "Transportation Plan" with
38 a parking element to the City's Director of Transportation at 308 Chinquapin Round Road,
39 Annapolis, Maryland 21401, with a copy to Director of Central Services, 25 Shaw Street,
40 Annapolis, Maryland 21401. The Transportation Plan shall address matters specified by the City's
41 Director of Transportation, and shall be submitted to that Director (with a copy to Director of
42 Central Services) at least thirty (30) calendar days prior to each Show. Except for public ways
43 within the Premises, the Transportation Plan shall not provide for the closure of any street, or
44 restrict parking to only those associated with any Show.

45
46 **Section 3.4. Pre-Show Meetings and Inspection:** At no additional cost to Tenant, prior to the
47 opening of each Show, representatives of the City's Department of Planning and Zoning,
48 Annapolis Police Department, Annapolis Fire Department (Fire Marshal's Office), Office of
49 Emergency Management, Harbormaster, Department of Public Works, and Annapolis
50 Department of Transportation shall inspect the Premises and nearby areas with Tenant's
51 representative(s) to determine compliance with the City requirements and this Lease, and for

determination of the condition of the Premises. Written approval by representatives of these City departments shall be required before Tenant may open any Show. The opening of any Show shall not be delayed by any City department whose representative is not present for this pre-inspection. The City shall not refuse permission to open any Show or any part of the Show under this Section unless a threat to health or safety has been identified. The City shall make every effort to limit that part of the Show not opened in the event of such threat, and to allow Tenant to open the closed portion of the Show as soon as the threat is abated to the City's satisfaction.

Section 3.5. Trash and Recycling:

(a) *Containers.* Tenant, at its sole expense, shall provide an adequate and equal number of trash and recycling containers for its use within the Premises during the entirety of each Show, and shall also provide for the prompt removal of all such containers from the Premises after each Show. Tenant shall also arrange for the collection of the trash and recycling from such containers and the placement of such in third party roll-off dumpsters on the Prince George Street Parcel, and elsewhere as necessary.

(b) *Dumpsters.* Tenant shall regularly provide for (i) the third party roll-off dumpsters specified above to be emptied by a private refuse/recycling company during the Initial Term and any Renewal Term of this Lease and (ii) the management of such service. Tenant shall receive a credit against Rent for the cost of such management and services provided such hauler is selected in the following manner. At least sixty (60) days prior to the Shows for the Initial Term and any Renewal Term, the City shall request from at least three (3) companies proposals based on a scope of services developed by Tenant. The City and Tenant shall jointly review the proposals and select the lowest responsive company in accordance with the City's procurement laws and policies. After selection, Tenant shall directly contract with the selected company for the applicable Shows, and manage that contract and related collections. The City reserves the right to request a copy of such contract.

Section 3.6. Intentionally Deleted.

Section 3.7. Cleanliness: Tenant shall be responsible for keeping the Premises free of debris, trash, and refuse during each designated period of use and occupancy by Tenant of the Premises.

Section 3.8. Sanitation and Toilets: Tenant shall, at its sole expense, provide adequate and sanitary toilet facilities throughout the Premises for use by the general public and others attending or participating in any of the Shows, including sufficient ADA compliant sanitary toilet facilities.

Section 3.9. Dock Street Traffic: Tenant, in coordination with the Annapolis Police Department and the City's Fire Marshal's Office, shall leave at least one (1) through lane of Dock Street open to all through traffic except as needed for either (a) move-in and move-out activities at the beginning and end of each Show, or (b) security reasons. Tenant shall use its best efforts to close Dock Street for the minimal time necessary to address any move-in/move-out activities or security concern.

Section 3.10. Intentionally Deleted.

Section 3.11. Utilities: The City, at its sole expense, shall provide water and electricity as required for the Shows. Tenant, at its own expense, shall install all temporary electrical equipment, lines and devices required to provide power to the Premises in compliance with the National Electric Code.

1
2 Section 3.12. City Fire Department and Harbormaster Boat Space: The Annapolis Fire
3 Department and City Harbormaster shall have designated boat space within the Premises, and
4 such areas shall be determined by the City and Tenant at the Pre-Show Inspection meeting
5 pursuant to Section 3.4 for each Show.
6

7 **ARTICLE IV: INSURANCE**

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

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

25 Section 4.3. Insurer: Tenant's insurer or insurers shall be authorized to write the required
26 insurance, approved by the Insurance Commissioner of the State of Maryland, and subject to the
27 approval of the City Attorney. The form and substance of Tenant's insurance policy or policies
28 shall also be subject to reasonable approval by the City Attorney, and shall be submitted to the
29 City Attorney at 160 Duke of Gloucester Street, Annapolis, Maryland 21401, with a copy to
30 Director of Central Services, 25 Shaw Street, Annapolis, Maryland 21401, for such approval not
31 less than thirty (30) calendar days prior to Tenant's occupancy of the Premises for each Show.
32 The policy or policies of insurance shall then be secured by Tenant and filed with the City Attorney
33 not less than fifteen (15) calendar days prior to Tenant's occupancy of the Premises for each
34 Show. No approvals pursuant to this Section 4.3 shall be unreasonably withheld or delayed.
35

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

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

46 **ARTICLE V: INDEMNIFICATION; DAMAGES**

47
48 Section 5.1. Indemnity: Tenant shall forever indemnify, defend and hold harmless the City, its
49 elected officials, appointees, directors, employees, agents, contractors and representatives, from
50 and against any and all claims, suits, actions, judgments, and liability for loss, injury, damages
51 and/or expenses suffered or alleged to have been suffered during the Lease's Term by any person

1 or to any property due to or alleged to be due to an act, omission or the negligence of Tenant, its
2 officers, agents, employees, vendors, Exhibitors, subtenants or contractors, directly or indirectly,
3 in connection with this Lease or the use and occupancy of the Premises or any part of the
4 Premises, by Tenant, its officers, agents, employees, vendors, Exhibitors, subtenants or
5 contractors.

6
7 Section 5.2. Reimbursement: Tenant shall reimburse the City, within thirty (30) calendar days
8 after demand for such reimbursement, for any damage done to the City's buildings, facilities,
9 equipment, or property caused by an act or omission of Tenant, its officers, agents, employees,
10 vendors, Exhibitors, subtenants or contractors, during the Lease's Term, or Tenant's use and
11 occupancy of the Premises or any part of the Premises. Tenant may request the City to provide
12 reasonably sufficient documentation or other proof of such damage prior to any reimbursement.
13 If Tenant disputes any request for reimbursement, it may appeal such request to the City Manager
14 and/or his/her authorized designee for review and reconsideration.

15 16 ARTICLE VI: SECURITY: CITY ACCESS

17
18 Section 6.1. Security: Tenant shall contract with and pay, as independent contractors, security
19 guards from an agency duly licensed by the State of Maryland, in numbers sufficient to maintain
20 security, peace and order at each Show during the entirety of Tenant's occupancy of the Premises
21 for each set of Show Dates/Times.

22 23 Section 6.2. City Employee Access:

24 (a) *City Access.* Throughout the Term of this Lease, the City and its employees shall
25 have the right at any and all reasonable times during any Show Dates/Times, after not less than
26 one (1) hour prior notice to Tenant (except in the case of an emergency where no such notice is
27 required), to enter the Premises during any Show for only the following purposes: (i) to perform
28 any necessary governmental activities on the Premises; (ii) to make such repairs and/or changes
29 in the Premises as the City may deem necessary or proper; (iii) for any purpose relating to the
30 safety, protection or preservation of the Premises; or (iv) for any other purpose related to the
31 enforcement of this Lease. **Tenant understands and acknowledges that the City shall have**
32 **complete unfettered access to and use of the Premises on any dates and/or times not**
33 **specified as Show Dates/Times in Exhibit C.**

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

38 (c) *Badges.* Tenant shall provide the City with at least ten (10) access badges for
39 each Show to allow City employees to enter the Premises during that Show. The City will be
40 required to provide employee names in advance and show valid employment identification to
41 confirm their employment with the City.

42 (d) *Tickets.* Tenant shall not provide complimentary or discounted tickets (or similar)
43 for any Shows to any City official, employee, agent or representative.

44 45 ARTICLE VII: CONSTRUCTION

46
47 Section 7.1. Interior Construction: Tenant shall have the right to construct, install, or erect seats,
48 platforms, booths, tanks, scaffolding, rigging, floating piers, pilings, docks, catwalks, tents,

1 exhibits, and any other apparatus or structure which Tenant may deem necessary or desirable
2 for the purpose of presenting any of the Shows. Tenant shall have the right to erect and construct
3 a temporary fence so as to enclose the Premises in such a manner as to limit entry onto the
4 Premises through controlled entrances. Such fence shall not contain barbed wire, razor wire or
5 any similar materials.

6
7 Section 7.2. Exterior Construction: Wherever necessary to provide for pedestrian traffic, Tenant
8 shall erect and construct temporary wooden sidewalks outside of the Premises where the existing
9 sidewalks are enclosed in the Premises by a temporary fence described in Section 7.1. All
10 temporary sidewalks shall be handicap accessible and illuminated during hours of darkness, and
11 maintained by Tenant in a safe and secure condition.

12
13 Section 7.3. ADA and Other Permits: Tenant hereby assumes exclusive responsibility for
14 compliance with any and all applicable provisions of the Americans with Disabilities Act of 1990
15 (ADA), as amended from time to time, at the Premises, during the entire time that Tenant uses or
16 occupies the Premises or any part of the Premises. ***Expressly subject to the provisions of***
17 ***Sections 3.2 through 3.4 of this Lease, and to standard public safety and health approvals,***
18 any and all permits, licenses or authorizations required to be obtained from the City by Tenant
19 during the Term of this Lease for the purpose of constructing or erecting the temporary structures
20 described in this Article VII and for operating any of the Shows shall be deemed granted and
21 issued upon the execution of this Lease by the City and Tenant. All other federal, state or county
22 permits, which may be required, shall be the sole responsibility and expense of Tenant.

23 ARTICLE VIII: QUIET ENJOYMENT; OTHER SHOWS

24
25
26 Section 8.1. Quiet Enjoyment: The City covenants with Tenant that at all times during the Term
27 of this Lease, Tenant shall peacefully hold and quietly enjoy the use and occupancy of the
28 Premises on the Show Date/Times, without any disturbance or hindrance from the City or from
29 any other person claiming through the City, except that the City or others claiming through the
30 City may enter onto the Premises to effect necessary repairs to their own facilities as reasonably
31 contemplated by the terms of this Lease, and to assure compliance with the terms of this Lease
32 and all applicable laws. Tenant shall cooperate with the City to effect this access to the Premises.

33
34 Section 8.2. Other Boat Shows: The City shall not lease the Premises for the purpose of holding
35 boat shows on the Premises other than this Lease or a lease with Tenant for the Fall Sailboat
36 Show and Fall Powerboat Show during the Term. Tenant may, within its sole discretion, provide
37 written authority to waive this restriction. This restriction shall be deemed to be automatically
38 waived by Tenant as to any Show reduced to less than one (1) ten (10) hour day pursuant to
39 Article II.

40 ARTICLE IX: POST SHOW; REPORTS

41
42
43 Section 9.1. Condition of Premises after Shows: At the conclusion of each Show throughout the
44 Term, and/or upon the earlier termination of this Lease, Tenant, at its sole expense, shall return
45 the Premises to the City in the same or superior condition than received, natural wear and tear
46 excepted.

47
48 Section 9.2. Tenant's Equipment after Shows: At the conclusion of each Show throughout the
49 Term, and/or prior to the earlier termination of this Lease, Tenant shall immediately remove all of
50 its property, fixtures and chattels from the Premises. In the event that Tenant, its officers, agents,
51 employees, vendors, Exhibitors, subtenants or contractors fail to remove any item of property, the

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

9
10 Section 9.3. Post-Shows Inspection: Within ten (10) calendar days following the conclusion of
11 each Show throughout the Term, and/or the earlier termination of this Lease, Tenant shall
12 accompany the City on a tour of the Premises to determine the condition of the Premises. Items
13 corrected or repaired by the City, and deemed by the City to be the sole responsibility of Tenant,
14 shall be billed by the City and paid by Tenant within thirty (30) calendar days after receipt of such
15 bill. Tenant may request the City to provide reasonably sufficient documentation or other proof of
16 such items corrected or repaired by the City.

17
18 Section 9.4. Reports: Within thirty (30) calendar days after the end of each Show throughout the
19 Term of this Lease, Tenant shall provide to the City's Mayor and the Annapolis City Council, c/o the
20 Director of Central Services, 25 Shaw Street, Annapolis, MD 21401, a written report detailing
21 Tenant's general success of the applicable Show; any changes or improvements to the Show or the
22 Premises; details on the applicable Ticket Sales; the calculated Minimum Payment and City Fees;
23 and addressing any City concerns related to this Lease (each a "Report" and collectively the
24 "Reports"). If requested by the City, Tenant shall present such Reports at an Annapolis City
25 Council meeting or work session.

26 27 **ARTICLE X: REMEDIES; RIGHTS**

28
29 Section 10.1. Remedies: All duties, liabilities and/or obligations imposed upon or assumed by
30 Tenant or the City by or under this Lease shall be taken or construed as cumulative, and the
31 mention of any specified duty, liability or obligation imposed upon or assumed by Tenant or the
32 City under this Lease shall not be taken or construed as a limitation or restriction upon any or all
33 of the other duties, liabilities, or obligations imposed upon or assumed by Tenant or the City under
34 this Lease. The remedies provided for in this Lease shall be construed to be cumulative and in
35 addition to any other remedies provided in law or equity which the City or Tenant would have in
36 any case. In no case shall a waiver by either party of the right to seek relief under this provision
37 constitute a waiver of any other or further violation. The remedies provided in this Lease shall not
38 be deemed exclusive of other remedies not specified.

39
40 Section 10.2. Injunction: The City shall have the right to seek and obtain in any court of competent
41 jurisdiction an injunction, without the necessity of posting a bond, to restrain a violation or alleged
42 violation by Tenant of any term of this Lease, anything to the contrary notwithstanding.

43
44 Section 10.3. Liens: Tenant hereby consents that the City shall have a lien upon all property of
45 Tenant located from time to time upon the Premises for any and all unpaid charges which arise
46 under this Lease. Tenant hereby consents to and the City shall have the power to impound and
47 retain possession of such property until all such charges and late fees due pursuant to this Lease
48 have been paid, in full, to the satisfaction of the City. In the event such charges remain unpaid
49 ten (10) calendar days after the expiration or earlier termination of this Lease, the City shall have
50 the power to sell such property at public auction and apply the receipts from such auction to all
51 such unpaid charges.

1 Section 10.4. Immunities: Nothing in this Lease shall be interpreted or construed to waive, in
2 whole or in part, or to otherwise diminish, the City's statutory, common law or other immunities in
3 any action in tort, in contract or in any other form. The parties agree that if any duty assumed by
4 the City under the terms of this Lease or any action taken by the City pursuant to any such term
5 is construed to waive, in whole or in part, any such immunity, then the immunity shall nevertheless
6 be fully restored, and shall bind and protect the parties as a contractual undertaking.

7
8 Section 10.5. Late Fees: Tenant shall make all payments due under this Lease by check, payable
9 to the *City of Annapolis*. In addition to all other amounts due pursuant to this Lease, Tenant shall
10 pay the City a monthly late fee of one and one-half percent (1.5%), or eighteen percent (18%) per
11 annum, of any payment more than sixty (60) calendar days past due, until paid.

12
13 Section 10.6. Right to Audit: The City shall have to right to receive and review a copy of Tenant's
14 Maryland Admissions and Amusement Tax report/return and any additional proof of gross receipts
15 from the Ticket Sales as may be reasonably requested by the City's Director of Central Services
16 and/or Finance Director to confirm that Tenant has fulfilled its obligations under this Lease.

17 18 **ARTICLE XI: IMPOSSIBILITY OF PERFORMANCE**

19 20 Section 11.1. Impossibility of Performance:

21
22 (a) *City Performance.* Notwithstanding any other terms or provisions of this Lease, in
23 the event the City is temporarily or permanently prevented, restricted or delayed in the
24 performance of any or all of the duties and obligations imposed upon or assumed by it hereunder,
25 by act of the General Assembly of Maryland or the Annapolis City Council, by a court of competent
26 jurisdiction, by administrative delay not due to the fault of the City (and its members and agents),
27 or by an unforeseen event, not due to the fault of the City except as permitted herein (and its
28 members and agents), including but not limited to unforeseeable causes beyond its control, such
29 as, strikes, fire, storm, sea level rise, or other casualty, acts of God, or force majeure event, or other
30 unforeseen occurrences which render impossible or not economically feasible the fulfillment of
31 this Lease, expressly including disruption in usability of the Premises resulting from any City
32 construction or renovation of the Premises or surrounding City-owned property (each, a "Force
33 Majeure Event"), then the City shall not be liable directly or indirectly for any claims caused to or
34 suffered by Tenant or any other person in connection with or as a result of such prevention,
35 restriction or delay, and Tenant shall not be liable for the payment of Rent for the applicable term
36 of the Lease.

37
38 (b) *Tenant Performance.* Tenant shall not be responsible for delays in the
39 performance of any or all of the duties and obligations imposed upon or assumed by it hereunder
40 caused solely by unforeseeable causes beyond its control or the control of its subcontractors or
41 suppliers of materials, such as a Force Majeure Event or other unforeseen occurrences.

42 (c) *Prevention, Restriction, Delay.* If such prevention, restriction or delay pursuant to
43 this Article XI relates to not more than five percent (5%) of the applicable Initial Term or Renewal
44 Term of the Lease or five percent (5%) of the Premises, the Shows shall still be held and the Rent
45 and City Fees (as described herein) shall be prorated to account for the number of scheduled
46 hours a Show is not open to the public or the reduction in area, as the case may be. If such
47 prevention, restriction or delay relates to five percent (5%) or more of the applicable term of the
48 Lease or five percent (5%) or more of the Premises, (i) Tenant shall have the right to terminate
49 this Lease and no Rent or City Fees shall be due and payable, and Tenant shall maintain its
50 remaining Renewal Term options, or (ii) if Tenant elects not to terminate this Lease, the Rent shall

1 be reduced prorata based upon the number of hours a Show is open to the public or the size of
2 the Premises available for use in the Shows, and Tenant shall maintain its remaining Renewal
3 Term options, whichever is applicable. The amount of City Fees shall only be reduced as
4 appropriate based upon the reduction of services provided by the City. For example, if fewer
5 service/working hours for police or fire protection is required, the amount of City Fees will be
6 reduced proportionately. But if the reduction in the applicable Initial Term or Renewal Term or
7 area does not result in a reduction of City services, then no reduction in City Fees will be required.

8 (d) *Loss, Damage.* In case of any loss of or damage to the Premises as the result a
9 Force Majeure Event, the City in its sole and absolute discretion may determine whether or not, and
10 to what extent, to repair or restore any of the Premises. If the City decides to repair or restore, and
11 any portion of the Premises remains suitable for Tenant's use, then Tenant shall be entitled to utilize
12 that portion of the Premises. If the City decides not to repair and restore the Premises, then Tenant
13 may in its discretion elect to remain on the Premises under the provisions of this Lease or to terminate
14 this Lease, it being Tenant's sole responsibility to restore and/or repair such portions of the Premises
15 as it may elect to undertake. If any portion of the Premises is rendered unusable during the Initial
16 Term or any Renewal Term as a result of a Force Majeure Event, the Rent due and payable shall
17 be reduced in direct proportion to the area of the Premises rendered unusable. Tenant shall
18 present documentation including measurements and calculations to support any claim of reduced
19 Premises. In addition, Tenant shall be entitled to a credit against Rent for all reasonable and
20 documented costs in performing repairs to the Premises as a result of any such Force Majeure
21 Event. Tenant shall be further entitled to such other adjustments as permitted pursuant to Section
22 1.5 of this Lease.

23
24 (e) *Cooperation.* The City and Tenant shall work cooperatively to determine possible
25 alternatives, solutions and/or remedies to any prevention, restriction, or delay that may occur.
26

27 Section 11.2. Future City Construction or Renovation; Change in City Parking Management:

28

29 (a) *City Construction and Planning.* The City shall take the continued viability of the
30 Shows into account in planning and timing any construction, renovation, and/or design of the
31 Premises or surrounding City-owned property. Further, the City shall use best efforts, to the extent
32 practicable, to avoid negatively impacting the Shows and shall keep Tenant informed of potential
33 issues regarding any adverse impact on the Shows resulting from City construction, renovation,
34 and/or design of the Premises or surrounding City-owned property. In addition, regarding any City
35 construction, renovation, and/or design of the Premises or surrounding City-owned property, the
36 City shall permit a representative of Tenant to participate in any meetings and discussions
37 regarding the design, timing, construction, or renovation of the Premises or surrounding City-
38 owned property.

39
40 (b) *Change in City Infrastructure.* In the event any change in City infrastructure results
41 in an increase of Ten Thousand Dollars (\$10,000.00) or more in additional costs for Tenant, the
42 Rent shall be reduced by Tenant's actual costs incurred due directly to such City infrastructure
43 change. Tenant shall provide receipts and supporting documentation for such additional costs
44 incurred within thirty (30) calendar days following the end of the impacted Show. In the event any
45 change in City infrastructure results in a decrease of Ten Thousand Dollars (\$10,000.00) or more
46 in Tenant's costs, the Rent shall be increased by such actual costs saved due directly to such
47 City infrastructure change. Only increased or decreased costs directly attributable to the changes
48 in City infrastructure shall be included in the calculations pursuant to this Section 11.2(b).
49

(c) Change in City Parking Management. Tenant understands and acknowledges that the City and Maryland Economic Development Corporation ("MEDCO") entered into that certain Annapolis Parking Concession Agreement dated September 1, 2022 ("Concession Agreement") for exclusive management of portions of the Premises that include parking spaces and/or parking lots. The City shall use best efforts, to the extent practicable, to avoid negatively impacting the Shows, and to assist Tenant in obtaining use of the impacted portions of the Premises from MEDCO pursuant to the Concession Agreement. The City shall provide written notice to Tenant of such change at least one hundred and eighty (180) calendar days prior to the first impacted Show. In the event any change in City parking facilities pursuant to the Concession Agreement results in additional costs for Tenant, the Rent and any applicable City Fees shall be reduced by Tenant's costs incurred due to such change. The parties shall document any such change through a written amendment to this Lease, which addresses, at a minimum, the change in the Premises, and a corresponding reduction of the Rent and City Fees. In the event a change pursuant to this Section results in a reduction of over ten percent (10%) of the portion of the Premises that include parking spaces and/or parking lots, Tenant shall have the right to terminate this Lease upon written notice to the City.

ARTICLE XII: TERMINATION; DEFAULT

Section 12.1. Termination for Default: In the event Tenant should materially default in performance of its obligations under this Lease, and such default continues for more than thirty (30) calendar days after the City has given written notice to Tenant of such default (except that if such default shall not be reasonably curable within thirty (30) calendar days, such thirty (30) calendar day period shall be extended for such time as is reasonably necessary to cure the default provided Tenant commences to cure the default within thirty (30) calendar days and diligently prosecutes the cure until completion), the City shall have the right to immediately terminate the Lease and/or to pursue reimbursement from Tenant for any damages to the City resulting from Tenant's material default of this Lease. For purposes of this Article XII, "materially default" and/or "material default" shall mean one (1) or more of the following:

- (a) If any representation or warranty, expressed or implied, of Tenant and pertaining to this Lease shall prove at any time to be incorrect or misleading in any material respect either on the date when made or throughout the Term of this Lease; or
- (b) If Tenant shall fail to comply, fail to fulfill, or otherwise violate any of the terms, conditions, or obligations contained in this Lease; or
- (c) If Tenant shall fail to pay Rent, City Fees, and/or any other payment as required by the terms and conditions of this Lease; or
- (d) If Tenant becomes insolvent or generally does not pay its debts as they become due, or if a petition for relief is filed by Tenant in a bankruptcy court, or if Tenant applies for, consents to, or acquiesces in the appointment of a trustee, custodian, or receiver for Tenant or any of its assets and property, or makes a general assignment for the benefit of creditors, or in the absence of such application, consent, or acquiescence, a trustee, custodian, or receiver is appointed for Tenant or for a substantial part of the assets and property of Tenant and is not discharged within thirty (30) calendar days; or
- (e) If any bankruptcy, reorganization, debt arrangement, or other proceeding or case under any bankruptcy or insolvency or any dissolution or liquidation proceeding is

1 instituted against Tenant and is consented to or acquiesced to by Tenant or
2 remains for sixty (60) calendar days undismissed; or
3

- 4 (f) If Tenant loses or forfeits its corporate status, or ceases to be in good standing
5 with the State of Maryland and fails to renew its corporate status or place same in
6 good standing within ten (10) days of discovering that its corporate status is not in
7 good standing.
8

9 Section 12.2. Defaults under Other Leases: There are currently in effect leases between the City
10 and Tenant for the Premises, or similar City property, for boat shows for the years of 2021 through
11 2030. In the event Tenant should materially default in performance of its obligations in any one
12 (1) of the above years, including failure to pay rent and/or other fees as required by such leases,
13 such material default shall also constitute a material default in the leases for all years subsequent
14 to it, including this Lease. If the material default continues for more than thirty (30) calendar days
15 after the City has given written notice to Tenant of such material default, the City shall have the
16 right to terminate any of the leases for any one (1) or more of the years remaining in effect,
17 including this Lease. Otherwise, execution of this Lease shall have no effect on those leases for
18 the years of 2021 through 2030.
19

20 Section 12.3. Additional Termination Rights:
21

22 (a) *Termination for Lack of Renewal.* If the requirements of Section 1.2 shall not be
23 met for any of the Renewal Terms, then this Lease shall automatically terminate at the end of the
24 then-current term.
25

26 (b) *Termination under Article XI.* The parties have those additional termination rights
27 as specified in Article XI of this Lease.
28

29 **ARTICLE XIII: REPRESENTATIONS**
30

31 Section 13.1. Tenant's Representations: Tenant hereby represents and warrants the following:
32

33 (a) Tenant is a corporation, duly formed and validly existing under the laws of the State
34 of Maryland and is qualified to do business and is in good standing in the State of Maryland.
35

36 (b) Tenant has the power and authority to consummate the obligations and
37 responsibilities contemplated hereby, and has taken all necessary action to authorize the
38 execution, delivery and performance required under this Lease.
39

40 (c) Tenant has obtained and shall continue to maintain, at its sole expense, such
41 licenses and certifications as are necessary for the Shows and as required pursuant to this Lease,
42 and shall present such licenses or certifications to the City upon its request.
43

44 Section 13.2 City Authority: This Lease is authorized by Ordinance O-36-25 adopted by the
45 Annapolis City Council.
46

47 **ARTICLE XIV: MISCELLANEOUS**
48

49 Section 14.1. Time is of the Essence: Time is of the essence in the performance of this Lease.
50 Except as may be provided in this Lease or otherwise agreed to in writing by both parties, the
51 times and deadlines specified in this Lease shall not be extended for any reason relating to the

1 Initial Term or any Renewal Term of the Lease, and/or the installation or removal of equipment,
2 materials, displays, or property from the Premises.

3
4 Section 14.2. Assignment: Tenant shall not assign, transfer, or otherwise dispose of this Lease
5 without the prior written consent of the City, but such consent shall not be unreasonably withheld
6 or delayed. A transferee with a minimum of five (5) years experience operating boat shows,
7 expressly including prior experience working past shows on the Premises as part of or in
8 connection with the Tenant, and a net worth of at least Two Million Dollars (\$2,000,000.00) shall
9 be deemed approved. The foregoing shall not prevent Tenant from subleasing portions of the
10 Premises to Show Exhibitors, provided the portion of the Premises subleased to any one (1)
11 Exhibitor does not exceed twenty-five percent (25%) of the total area of the Premises.

12
13 Section 14.3. Independent Contractor: Tenant is an independent contractor and not the agent
14 or employee of the City. Under no circumstances shall this Lease be considered to create an
15 employee or agency relationship or a partnership or joint venture between the parties.

16
17 Section 14.4. Compliance with all Laws: Tenant shall comply with all laws, ordinances, and
18 statutes applicable to the Premises or any part of the Premises, and the use and occupancy
19 thereof, and to pay all taxes or charges imposed by law in connection with Tenant's use and
20 occupancy of the Premises. Provided Tenant is making good faith progress towards correcting
21 any violation under this Section, Tenant shall have a reasonable time to correct that violation, not
22 to exceed sixty (60) calendar days.

23
24 Section 14.5. Binding Effect: The terms of this Lease shall be binding on and enforceable against
25 the parties and their respective successors and assigns.

26 Section 14.6. Governing Law: In all actions arising from this Lease, the laws of the State of
27 Maryland shall govern, and the venue for all actions initiated pursuant to this Lease shall be
28 exclusively the Courts of Anne Arundel County, Maryland. The parties waive jury trial in all actions
29 initiated pursuant to this Lease.

30 Section 14.7. Severability: If any of the provisions of this Lease are declared by a court or other
31 lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof
32 shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

33 Section 14.8. Survival: Those sections in this Lease which by their nature are intended to survive
34 shall survive the termination of this Lease.

35 Section 14.9. Recitals: The Recitals (WHEREAS clauses) are hereby incorporated into this
36 Lease.

37 Section 14.10. Notice: Any notice required to be delivered shall be sent to the following address
38 and individual or such other address and/or such other individual as a party may identify in writing
39 to the other party:

40 To the City: Director of Central Services
41 25 Shaw Street
42 Annapolis, Maryland 21401

43
44 With a Copy to: City Attorney
45 160 Duke of Gloucester Street
46 Annapolis, Maryland 21401

1
2 To Tenant: United States Yacht Shows, Inc.
3 c/o Annapolis Boat Shows
4 110 Compromise Street
5 Annapolis, Maryland 21401
6 Attn: Mary Ewenson
7

8 With a Copy to: Erin Benson, Esquire
9 YVS Law, LLC
10 185 Admiral Cochrane Drive, Suite 130
11 Annapolis, Maryland 21401
12

13 Section 14.11. Entire Agreement: Subject to Section 12.2, this Lease constitutes the sole and
14 entire agreement of the parties with respect to the subject matter of this Lease, and supersedes
15 all prior and contemporaneous understandings, agreements, representations and warranties,
16 both written and oral, with respect to the subject matter. Neither party has relied on any statement,
17 representation, warranty or agreement of the other party or of any other person on such party's
18 behalf, including any representations, warranties, or agreements arising from statute or otherwise
19 in law, except for the representations, warranties, or agreements expressly contained in this
20 Lease.
21

22 Section 14.12. No Oral Amendments: No amendment to or rescission, termination, cancellation
23 or discharge of this Lease is effective unless it is in writing, identified as an amendment to or
24 rescission, termination, cancellation or discharge of this Lease and signed by an authorized
25 representative of the applicable party(s) to this Lease.
26

27 Section 14.13. No Peddlers, Hawkers, Itinerant Merchant License: A license for peddlers,
28 hawkers, and itinerant merchants pursuant to Chapter 7.40 of the City Code, as may be amended,
29 is not required to be obtained by Tenant during the Initial Term or any Renewal Term of this Lease
30 and/or for the purpose of the Shows.
31

32 Section 14.14. Counterparts: This Lease may be executed in any number of counterparts, each
33 of which shall be deemed an original and all of which together shall constitute one and the same
34 instrument.
35

36
37 [Signatures contained on following page(s).]
38

1 **IN WITNESS WHEREOF**, the City, by and through its duly authorized agent, has caused
2 this Lease to be executed on its behalf, and Tenant, by and through its duly authorized agent, has
3 duly executed this Lease on the date first written above. Witness the signatures and seals of the
4 parties.

5
6
7 **United States Yacht Shows, Inc.**
8

9
10 By: _____
11

12
13
14
15 ATTEST:

City of Annapolis, Maryland

16
17
18 _____
19 Regina C. Watkins-Eldridge, MMC,
20 City Clerk

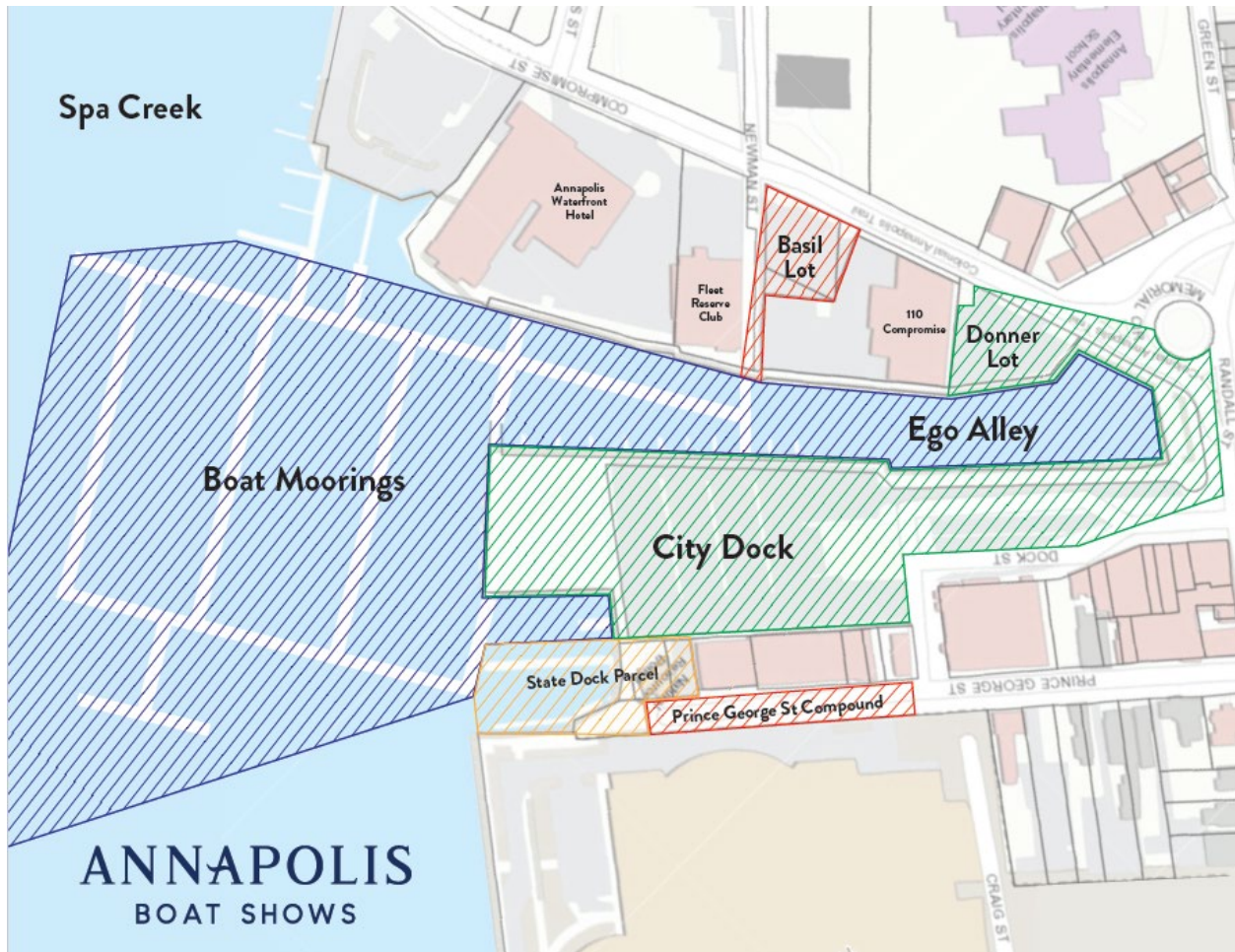
 By: _____
 Gavin Buckley
 Mayor

21
22 APPROVED FOR FORM AND LEGAL SUFFICIENCY:
23

24
25 _____
26 Office of Law
27 D. Michael Lyles, City Attorney
28
29

**EXHIBIT A
THE PREMISES (GENERALLY)**

MAY BE REPLACED PURSUANT TO AMENDMENT



**EXHIBIT B
BOAT MOORINGS**

MAY BE REPLACED PURSUANT TO AMENDMENT

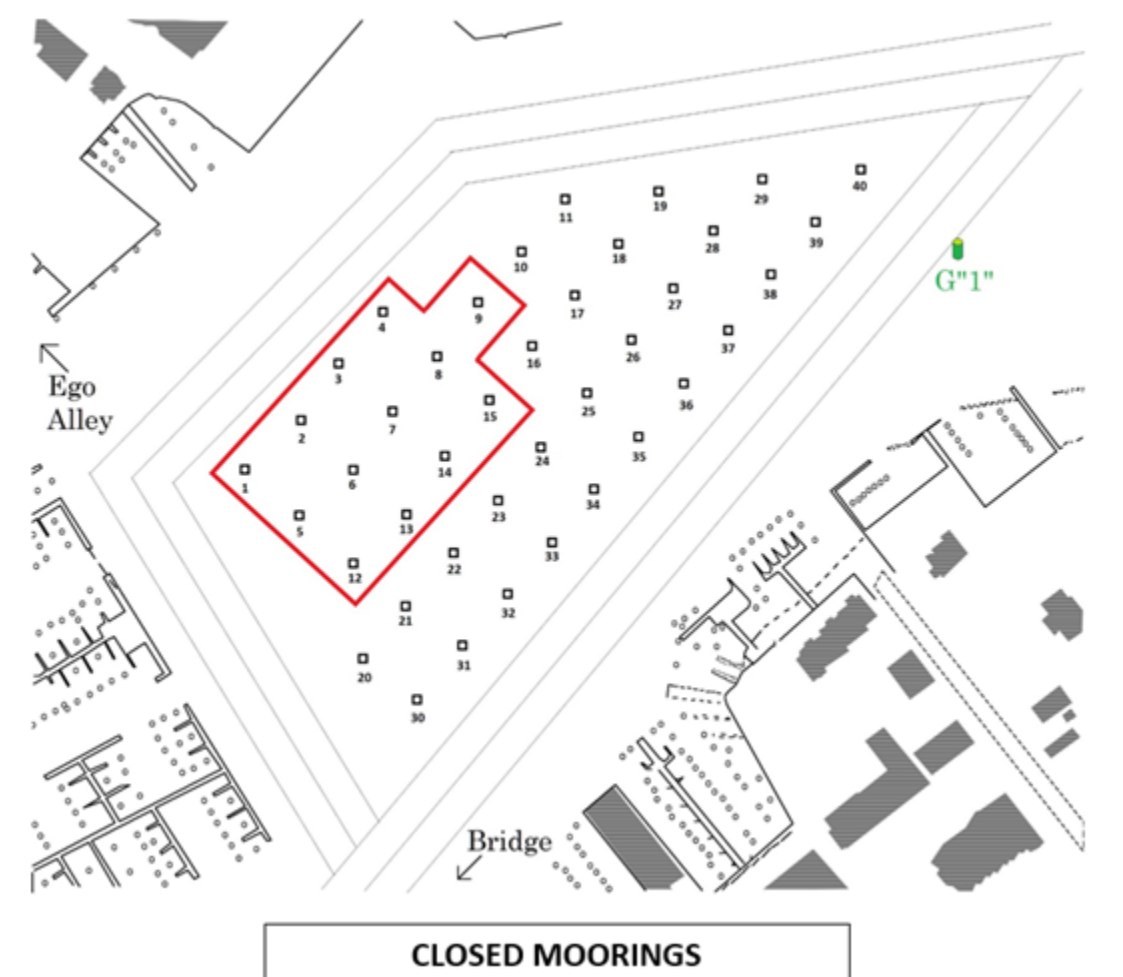


EXHIBIT C
SHOW DATES/TIMES

Basil Parking Lot from Monday, April 21, 2031, at 12:01 AM through Tuesday, April 29, 2031, at 5:00 PM.

Prince George Street Compound from Monday, April 21, 2031, at 12:01 AM, through Tuesday, April 29, 2031, at 5:00 PM.

The Boat Moorings from Monday, April 21, 2031, at 12:01 AM through Tuesday, April 29, 2031, at 5:00 PM.

The City Dock Parcel (including any and all existing or future improvements, including docks, buildings, structures, and open areas) from Monday, April 21, 2031, at 12:01 AM through Tuesday, April 29, 2031 at 5:00 PM.

Ego Alley from Monday, April 21, 2031 at 12:01 AM, through Tuesday, April 29, 2031, at 5:00 PM.

The Burtis Parcel (including any and all existing or future improvements, including docks, buildings, structures, and open areas) from Monday, April 21, 2031, at 12:01 AM, through Tuesday, April 29, 2031, at 5:00 PM.

If and when leased to the City, the Navy parcel (including any and all existing or future improvements, including docks, buildings, structures, and open areas) from Monday, April 21, 2031 at 12:01 AM, through Tuesday, April 29, 2031 at 5:00 PM.