

## **LEASE AGREEMENT**

This Lease Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Town of Vienna, a Municipal Corporation, hereinafter called Lessor; and Historic Vienna, Inc., a non-stock, non-profit Virginia Corporation, hereinafter called Lessee.

### **WITNESSETH:**

That for and in consideration of the mutual covenants and promises hereinafter set forth, the Lessor does hereby lease to Lessee those premises known as 131 Church Street, N.E., Vienna, Virginia, and the improvements thereon known as the Freeman Store and Museum and the Little Library building (Vienna's Original 1897 Library), for a period of five (5) years, commencing on the \_\_\_\_ day of \_\_\_\_\_, 2019.

The Lessor and the Lessee for themselves, their successors, and assigns hereby covenant to and with each other as follows:

**I. Lessor agrees to:**

(1) Permit Lessee to utilize the premises, known as the Freeman Store and Museum, the Little Library building, and grounds on which these structures are located for the following purposes:

- (a) Operation of a portion of the Freeman Store and Museum as a store for sale of donated, purchased and consignment items for resale at competitive prices and of a nature and quality in keeping with the Freeman Store and Museum as a center of quality historic attractions, giving special consideration to articles crafted by Northern Virginia craftpersons; said operation to raise funds for general operation of the store (eg. goods purchases, advertising, payment of salaries); historic preservation

activities of Lessee; general operations of Lessee; and through the attractive value of the store, encourage citizens of Vienna, Northern Virginia, and others to learn about the history of the Freeman Store and Museum and the Town of Vienna.

- (b) Maintaining in the store area and other areas of Freeman Store and Museum a museum and archives of artifacts of Vienna and surrounding area and general style of life in Vienna near the turn of the century.
- (c) Use the facilities of the Freeman Store and Museum, grounds, and Little Library as offices for Lessee, meetings of Lessee, tours, crafts demonstrations and similar appropriate activities.
- (d) Utilize the grounds for fund raising events sponsored by Lessee and other events promoting Historic Vienna, Inc., the Town of Vienna, and Vienna's historic heritage.
- (e) Use of the store area, second floor museum area and grounds for special events for a fee and under conditions as developed and approved under Section II (5) (e) of this Lease Agreement.
- (f) Other uses as may from time to time be appropriate in keeping with the Articles of Incorporation of Lessee.

(2) Maintain the exterior of the Freeman Store and Museum structure, Little Library building, and

grounds for the full term of this Lease Agreement as any other property owned by the Lessor to include:

- (a) Keeping the exterior painted on periodic basis consistent with visual need and as otherwise required.
  - (b) Maintenance of roof, chimneys, porches, and other elements of exterior structure.
  - (c) Keeping lawn mowed as needed during growing season; keeping shrubbery pruned; maintaining and installing of plantings except and as otherwise provided by mutual agreement between Lessor and Lessee.
  - (d) Maintaining walkways in safe condition, including snow and ice removal during winter months.
- (3) Be responsible for any damage to structures and grounds due to flooding, to include any needed cleanup and/or repairs to structures and grounds in a responsible and timely manner.
- (4) Maintain plumbing system, heating system, and air conditioning system.
- (5) Assume for the term of this Lease all expenses for sewer and water utilities, heat, electricity, air conditioning, telecommunications, computer services, and/or natural gas except as hereinafter provided (Section II).
- (6) Permit Lessee with the knowledge of Lessor to make modifications to fixtures within the Freeman Store and Museum and Little Library at the expense of Lessee.
- (7) Permit Lessee to install appropriate non-permanent barriers to limit public access to certain portions of the Freeman Store and Museum for safety and the protection of equipment, supplies, and historical artifacts owned, on consignment or otherwise in the possession of the Lessor and Lessee.
- (8) Maintain fire and extended coverage insurance on the Lessor.

- (9) Maintain liability insurance on all buildings and grounds in amounts consistent with such liability insurance limits for all property owned by the Lessor.
- (10) Provide regular trash removal and a close location for deposits of trash by Lessee.
- (11) Permit Lessee to solicit donations inside the Freeman Store and Museum and on the grounds in a manner not prohibited by law at all approved public demonstrations and exhibitions.
- (12) Maintain law enforcement surveillance during the time periods when the Freeman Store and Museum is not occupied by the Lessee.
- (13) Waive fees for all permits and signs required by Town ordinances, providing further that signs shall be in compliance with Article 12.1, Section 18-87.1 *et seq.* of the Code of Vienna.
- (14) Maintain the interior of the Freeman Store and Museum, offices, and Little Library in regard to painting and general maintenance. (See Sections 6 and 7)
- (15) Permit Lessee to enter into separate operational arrangements for Little Library with such appropriate groups as Friends of the Little Library, but in conformance with Section II (13)(f) of this Lease Agreement.

II. Lessee agrees to:

- (1) Pay an annual rent to the Lessor in the amount of \$1.00 payable upon execution of this Lease and on the 12-month anniversary thereafter.
- (2) Use greatest care to assure that damage is not done to the Freeman Store and Museum and grounds during periods of usage.
- (3) Be responsible for leaving Freeman Store and Museum secure after usage by locking doors and windows and taking timely measures to inform the Lessor, namely, the

Parks and Recreation Department, during normal office hours of the Lessor and/or the Town of Vienna Police Department during other times, of any malfunction of security devices.

(4) Have a person or persons on duty to open and secure the Freeman Store and Museum for purposes of using historic display rooms on the second floor.

(5) Establish, subject to approval by Lessor, standards for operation of the Freeman Store and Museum to include as a minimum:

(a) Hours of opening

(b) Quality standards for all crafts and/or other items sold on premises

(c) Standards for all craftspersons permitted to display and/or demonstrate their crafts on premises.

(d) Establish standards and procedures for sales of any food products consistent with State and local laws.

(e) Fees and standards for use of Freeman Store and Museum.

(6) Establish ways and means for operating Freeman Store and Museum by volunteers or paid employees.

(7) Maintain an up-to-date inventory of all materials, goods, etc., for sale, on consignment and/or held as historic artifacts and exhibits.

(8) Maintain accurate and complete records of all expenses and expenditures associated with use of the store, grounds, offices for the period of this Lease.

(9) Provide no later than January 31<sup>st</sup>, for each full fiscal year (a fiscal year is July 1 through June 30, unless subsequently changed by action of the Town Council) after

executing this Agreement, a budget for operation of Historic Vienna, Inc., said budget to include as a minimum:

- (a) Estimated expenditures itemized by classes of expenditures.
  - (b) Estimated revenues itemized by source of revenue.
- (10) Provide a narrative report no later than January 31<sup>st</sup> of each fiscal year on operation of Historic Vienna, Inc. outlining problems encountered or anticipated, successes, needed changes in operation, etc.
- (11) Provide janitorial services and supplies associated with operation of the Freeman Store and Museum and Little Library.
- (12) Save and hold harmless the Lessor from any and all claims for personal injury or property damage arising out of the use of said premises by Lessee due to actions or negligence of the Lessee.
- (13) Lessee further agrees:
  - (a) Not to use or permit the same to be used for any improper, illegal, or immoral purposes; or in a manner which constitutes a public nuisance.
  - (b) To be responsible for the conduct of and accept liability for the acts of its members and guests on the premises; and to take prompt action to eject any person or persons whose conduct is objectionable, offensive, or destructive, and to promptly repair or cause to be repaired any and all damage caused thereby.
  - (c) Not to place signs or display banners, except an appropriate identification sign, “open” sign, U.S. Flag, State Flag or Bicentennial Flag, on the

exterior of the building or grounds without the prior written consent of the Lessor.

- (d) Not to store gasoline or any other flammable or explosive materials on the premises or to do anything that will increase the fire and extended coverage insurance premiums. Minor amounts of wall paints, paint thinners and like flammable materials needed for the maintenance of the structure will be allowable.
- (e) To allow Lessor access to the Little Library at all times and to the Freeman Store and Museum at reasonable times and hours upon reasonable notice for the purposes of inspection of the Freeman Store and Museum and Little Library and to allow Lessor access at any time for purposes of emergency or repairs in the case of fire or other structural damage to same.
- (f) Not to sublet or assign this Lease without the prior written approval of the Lessor.
- (g) Report promptly to the Lessor any structural damage to the premises for any cause whatsoever.
- (h) To hold the Lessor harmless for the loss of personal property of the Lessee unless the same is occasioned by the negligence of the Lessor or its employees. Lessee is encouraged to obtain tenant insurance.

III. It is mutually agreed and understood that:

1. While it is the intent of the Town of Vienna to divest itself from day-to-day administration and operation of the Freeman Store and Museum, it cannot abrogate its prerogative as owner of the property to assure that Lessee will operate the facility in a manner for which the Town Council and all Town residents will be justly proud and to assure that all facets of use and operation of the Freeman Store and Museum will be of highest quality. Toward this end, Lessor and Lessee agree to discuss any aspect of this Lease Agreement on 30-day notice from either party to assure that both parties' interests are adequately and quickly considered to assure continued high level of operation.

2. The Lessor and Lessee shall mutually agree upon responsibilities for issuing permits for use of Freeman Store and Museum and grounds.

3. This Lease shall be renegotiated after five (5) years if the same be not terminated by the Lessee or Lessor after first giving at least 90-days notice in writing to the other of intention to terminate the same. This Lease may be terminated by either party for failure of the other to substantially conform to the intent and spirit of this Lease Agreement.

4. The parties will provide each other and keep current the names and addresses of all persons to whom notice is to be sent concerning any matter pertaining hereto. All notices shall be sent by certified mail, return receipt requested, to the most recent addresses furnished by the parties.

5. The Lessee shall use the said premises to promote the purposes set forth in its charter and by-laws and to advance historical and recreational interests and for no other purpose. No admission fee shall be charged for admission to the Freeman Store and



Museum without prior approval by the Vienna Town Council; however, Lessee shall be permitted to charge admission fees for special events, programs and exhibits without prior Council approval.

6. In addition to any other grounds for termination set forth in this Lease, in the event of any of the following events, Lessor may at any time hereafter have the right at Lessor's election to terminate this Lease Agreement.

- (a) If Lessee shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged to be bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of Lessee; or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease;
- (b) In the event Lessee shall vacate or abandon said premises, or shall permit the same to remain vacant or unoccupied without the consent of Lessor first had and obtained.

7. Upon the occurrence of any one or more of the events of default specified hereinabove Lessee's right to possession of the demised premises shall terminate and Lessee shall surrender possession immediately. In such event, Lessee hereby grants to Lessor full and free license to enter into and upon said premises, or any part thereof, to take possession thereof with or without process of law, and to expel and remove Lessee or any other person who may be occupying the said premises, or any part thereof, and

Lessor may use such force in and about expelling and removing Lessee and said other person as may reasonably be necessary; and Lessor may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue hereof, nor a waiver of any covenant, agreement or promise in said Lease contained to be performed by Lessee. Lessee shall make no claim of any kind against Lessor, its agents and representatives by reason of such termination or any act incident thereto.

8. Upon termination of this Lease at the end of the term herein demised or any extension thereof, the Lessee shall have the right to remove its personal property from the premises and shall restore and return the premises to Lessor in the same condition received by Lessee at the beginning of this Lease, normal wear and tear excepted.

9. Lessee in taking and performing under this Agreement shall not discriminate against applicants for membership in Lessee organization or members of the public viewing displays and exhibitions of any type sponsored by Lessee because of race, color, national origin, sex, religion, age, or disability.

WITNESS the following signatures and seals on the date first hereinabove written.

HISTORIC VIENNA, INCORPORATED

BY: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

(Seal)

TOWN OF VIENNA, VIRGINIA

BY: \_\_\_\_\_  
Laurie A. DiRocco, Mayor

ATTEST:

\_\_\_\_\_  
Melanie Clark, Town Clerk

c:SDB/Leases/FreemanStoreHVIease