

RTM

April 12, 2010

ATTACHMENTS

FOR

ITEM #35

LEASE

BETWEEN

THE TOWN OF GREENWICH

AND

GREENWICH TEEN CENTER, INC.

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LEASE
Between
THE TOWN OF GREENWICH
and
GREENWICH TEEN CENTER, INC.

WHEREAS, the TOWN OF GREENWICH and the GREENWICH TEEN CENTER, INC. have mutually agreed to terminate their current lease, dated October 31, 1990, and enter into this new Lease,
NOW THEREFORE,

This Lease is made this day of , 2010, between the TOWN OF GREENWICH, hereinafter referred to as the "TOWN," a municipal corporation of the State of Connecticut, acting herein by Peter J. Tesei, First Selectman, hereunto duly authorized, and GREENWICH TEEN CENTER, INC. hereinafter referred to as the "TEEN CENTER," a non-profit organization, organized and existing by virtue of the law of the State of Connecticut and located in Greenwich, Connecticut, acting herein, by Kirsten Lindquist, its President, hereunto duly authorized.

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. PREMISES:

The TOWN hereby agrees to lease to the TEEN CENTER a certain building

located at 100 Arch Street in the Town of Greenwich, hereafter the "Building" together with the non-exclusive use of certain land including a portion of the adjacent parking area together with twenty (20) parking spaces as designated by the TOWN appurtenant to the Building, and together with the right at all times to cross TOWN land between the Building, Arch Street and the parking area in order to access the Building and the parking area, said Building and appurtenant land and parking area being hereafter referred to as the "Premises," the location and extent of said Premises being more particularly delineated on the survey attached hereto and incorporated herein as Exhibit A.

Notwithstanding the foregoing, the TOWN retains the right to change the location of the twenty (20) parking spaces within the DPW parking area and to convert the parking area at its discretion. In the event a portion of the parking area is taken for any purpose, the TOWN shall allocate the remaining spaces to the TEEN CENTER and shall provide additional parking spaces in as close proximity to the DPW parking area as possible, so as to equal a total of twenty (20) spaces.

2. LEASE TERM AND COMMENCEMENT OF LEASE TERM:

Subject to the termination rights set forth in Paragraph 9 below, the term of this Lease shall be as follows:

A. Lease Term

1) This Lease will be effective as of January 1, 2010 replacing and terminating as of such date, the lease between the Town of Greenwich and Greenwich Teen Center, Inc. dated October 31, 1990. The initial term of this Lease shall be from January 1, 2010 to December 31, 2015.

2) The TEEN CENTER shall have an option to renew this Lease for two (2)

additional terms of five (5) years each on the terms and conditions hereafter set forth; provided, however, that written notice of the exercise of such option shall be given by the TEEN CENTER to the TOWN at least three (3) months prior to the expiration of the initial lease term or to any additional lease term. Upon receipt of such notice by the TOWN, this Lease shall be continued and shall remain in full force and effect for such additional five (5) year term in accordance with the other terms and conditions provided herein. The first additional term of renewal shall include the additional term of January 1, 2016 to December 31, 2020, such that if both two (2) additional terms of renewal are exercised, the Lease will terminate on December 31, 2025.

3. CONSIDERATION FOR LEASE:

Subject to the provisions of Paragraph 8 below, as consideration for the Lease of the Premises, the TEEN CENTER hereby agrees to make certain substantial alterations and improvements to the Building, pay maintenance and operating expenses and costs of utilities and make certain cash rent payments, all as is more particularly set forth below as follows:

A. Alterations and Improvements: See Exhibit B, attached hereto and made a part hereof.

B. Assumption of Maintenance Costs: Except as provided in paragraph 12A below, the TEEN CENTER shall be solely responsible for and shall pay all costs and expenses required to maintain the interior and exterior of the Premises, as well as the utility line and storm lines and systems of the Premises in good order and repair throughout the Lease Term, and it shall make all mechanical, electrical, structural and non-structural repairs required to maintain the Premises generally in good order and repair and at its sole cost and expense it shall be solely responsible for and undertake

refuse removal from the Premises.

C. Assumption of Costs of Utilities:

Except as provided in Paragraph 12A below, the TEEN CENTER shall be solely responsible for and shall pay all charges for all utilities including, but not limited to, telephone, heating, gas, water and electricity used or consumed on the Premises.

D. Cash Rental Payments:

The TEEN CENTER shall pay rent to the TOWN in each year of this Lease in amount equal to One (\$1.00) Dollar on January 1 of each year, commencing January 1, 2010. Such payments shall be made in annual installments thereafter throughout the balance of the Lease Term.

4. USE OF PREMISES :

The Premises shall be used by the TEEN CENTER only as a teen center for the young people who live in or attend school in the TOWN and their guests, the purpose of which is to provide recreational, social and educational programs during after school hours and during school and summer vacations. The hours of operation for teen programming shall be between 2:00 p.m. and 1:00 a.m; however, during the school year on weeknights (Sunday through Thursday) the TEEN CENTER shall customarily be closed by 10:30 p.m. On weekends, holidays and school and summer vacations such programming may begin at 10:00 a.m. The TEEN CENTER will provide appropriate security for any major events scheduled as part of its teen programming. Use of the Premises as outlined above shall be nondiscriminatory as to race, color, creed, national origin or sex.

It is understood by and between the parties that nothing contained in this Lease is intended to create or establish, or shall be construed as creating or establishing, the

relationship of co-partners or joint venturers hereto, or as constituting the TEEN CENTER as the agent or representative of the TOWN for any purpose or in any manner whatsoever.

The TEEN CENTER shall consult with the TOWN about legitimate complaints from Town residents regarding nuisances arising from the TEEN CENTER'S activities, programs and major events. The TEEN CENTER shall take such reasonable action as may be mutually agreeable to the TEEN CENTER and the TOWN to minimize the recurrence of such nuisances.

5. INSURANCE AND PROPERTY LOSS:

A. The TEEN CENTER shall procure and maintain at its own expense during the term of this Lease insurance of the types and amounts specified in Exhibit C.

The TOWN shall have the right to require the TEEN CENTER to increase, on thirty (30) days notice, the above-mentioned insurance coverage from time to time as and to the extent that the Town Comptroller may require, but no such increase shall be arbitrary or unreasonable.

The TEEN CENTER shall furnish three (3) certificates to the TOWN of each insurance policy or policies which certificates shall certify the coverages described above, and a representation that the policy cannot be cancelled or amended by the insurer in less than thirty (30) days after the TOWN has received written notice of cancellation or amendment by certified mail or registered mail. All insurance shall be carried in a company or companies authorized to do business in the State of Connecticut.

Any contractor hired by the TEEN CENTER must have insurance in the amount of the TOWN'S requirements as set forth in Exhibit C.

In addition, the TEEN CENTER will provide for itself at its sole cost and expense insurance coverage, for replacement cost, for all risk of physical damage to the improvements and betterments to the Building made by the TEEN CENTER, as well as physical damage to the TEEN CENTER'S own personal property.

The TEEN CENTER shall not do or permit any act or thing to be done in or to the Premises which is contrary to law or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of the TOWN with respect to the Premises, or which might subject the TOWN to any liability or responsibility to any person for property damage, nor shall the TEEN CENTER keep anything in the Premises except as now or hereafter permitted by the Greenwich Fire Department and any other authority having jurisdiction over the Premises, and then only in such manner and such quantity so as not to increase the rate of fire insurance applicable to the premises, nor use the Premises in a manner which shall increase the fire insurance rates for the Building or any property located therein because of special risk over those in effect on the commencement date.

B. The TOWN and its employees, agents, officers and invitees shall not be liable for any damage to the property of the TEEN CENTER, the TEEN CENTER'S employees, agents, members, guests, licensees or invitees, or of others entrusted to employees, agents, licensees or invitees, or of others entrusted to employees or agents of the TOWN, nor for loss of or damage to any property of the TEEN CENTER, its employees, agents, licensees or invitees, by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause whatsoever, unless caused by or due to the affirmative or willful act of the TOWN, its employees, agents, officers and invitees; nor shall the TOWN or its agents be liable for any such damage caused by

other tenants or persons in, upon or about the Building or caused by operations in connection with any work in or to the Premises.

The TEEN CENTER shall not move any heavy machinery, heavy equipment, bulky matter or fixtures into or out of the Premises without the TOWN's prior written consent, which consent shall not be unreasonably withheld or delayed, and then only at such times and by such means of ingress and egress as may be reasonably appropriate. Any damage occasioned to the Premises by reason of the moving of equipment or furnishings, or the installation thereof by or on the TEEN CENTER'S behalf, shall be promptly repaired by the TEEN CENTER to the reasonable satisfaction of the TOWN and at the TEEN CENTER'S sole cost and expense.

6. INSPECTION AND EMERGENCY REPAIRS:

The TEEN CENTER must submit the name of its Facility Manager to the TOWN's Superintendent of Building Construction and Maintenance along with contact information as to how the Facility Manager can be reached at all times.

The First Selectman of the TOWN, the Commissioner of Public Works and their authorized agents shall have the right to enter and inspect the Premises at all reasonable times upon prior notice to and the consent of the TEEN CENTER which consent shall not be unreasonably withheld. The TEEN CENTER hereby agrees that the TOWN may direct, during an emergency, any repairman or company to make any immediate repairs in the Premises at the sole cost and expense of the TEEN CENTER, and that such repairman or company shall be the agent of and be paid by the TEEN CENTER. For purposes of this Paragraph 6 the word "Premises" shall include the sanitary sewer lines and storm lines and systems and the sewer pump chamber. In addition, the TEEN CENTER will deliver to a designated representative of both the

Police Department and the Fire Department a key to the Building to provide emergency access.

7. CONDITION OF PREMISES:

It is understood and agreed by and between the TOWN and the TEEN CENTER that the TEEN CENTER has examined the Premises and accepts it in its present condition; and that the Premises are rented from the TOWN "as is" and as it stands at the time the Lease is executed, and that the TOWN has made no representations or warranties whatsoever as to the present or future condition of the Premises. The TEEN CENTER shall, as provided in Paragraph 3(B) above, maintain the interior and exterior of the Premises, and the utility, sanitary and storm lines and systems of the Premises, in good repair and surrender them on the expiration of the Lease in as good order and condition as they are now in, or as they may be placed by reason of any alteration made hereunder, subject to reasonable use and wear. Structural changes to the exterior of the Premises or painting of any portion of the exterior of the Premises may be undertaken only upon prior written approval of the TOWN, not to be unreasonably withheld or delayed, and the TEEN CENTER agrees to commit no injury or waste to the Premises nor make any use of them except as provided in this Lease.

Notwithstanding the foregoing, all damage to the Premises or to its grounds, fixtures, equipment, systems and appurtenances, whether requiring structural or non-structural repairs, caused by or resulting from any act, omission, negligence or improper conduct on the part of the TEEN CENTER, or its officers, employees, agents, members and guests, shall be repaired promptly by the TEEN CENTER at its sole cost and expense to the reasonable satisfaction of the TOWN.

If the TOWN determines that the TEEN CENTER has failed after fifteen (15)

days' notice to proceed with due diligence to make any repairs required to be made by the TEEN CENTER (except in an emergency, wherein the TOWN may proceed immediately if the TEEN CENTER does not immediately proceed to repair), the same may be made by the TOWN at the sole cost and expense of the TEEN CENTER.

8. ALTERATIONS AND IMPROVEMENTS:

The TEEN CENTER agrees that all materials to be used by it in any construction undertaken to the interior and exterior of the Building shall be of high quality and consistent with the materials used in the original construction of the Building. In order to assure the Town that such quality and consistency will be obtained, the TEEN CENTER agrees to submit all drawings and specifications of all alterations, improvements, additions or changes proposed to be made by the TEEN CENTER in or to the Building to the Commissioner of Public Works of the TOWN, or his/her designee, for his/her determination as to the consistency and quality of the materials intended to be used in any such new construction with the materials presently in place. Such submission by the TEEN CENTER shall be made prior to commencing any such work, and any such proposed work must be approved in writing by the Commissioner, or his/her designee, within twenty (20) days of such submission and then may be contracted for and undertaken to completion by the TEEN CENTER. It is not the intent hereof to confer upon the Commissioner, or his/her designee, any authority over the design or layout of the interior space of the Building or any changes to be made therein by the TEEN CENTER, but only to assure the TOWN that the materials used in construction undertaken pursuant to any such design or layout changes are consistent with the existing materials. Without in any way limiting the generality of the foregoing or limiting the design or layout changes which it may make in the Building, but subject to the

consistency and quality of materials provisions set forth above, the TEEN CENTER shall specifically have the right to relocate or remove non-bearing interior walls and remove, relocate or close off interior doors and windows.

Anything to the contrary in this Paragraph 8 notwithstanding, the TEEN CENTER shall obtain such building permits and other regulatory or administrative approvals, including review and approval by the Planning and Zoning Commission and the Architectural Review Commission, as or if required prior to the commencement of any construction and shall obtain such inspections and certificates of occupancy as are normally incidental to the progress and satisfactory conclusion of the same.

All improvements or alterations shall be independently contracted. The TEEN CENTER shall promptly pay all contractors and material suppliers for work performed and materials furnished to the Premises and shall indemnify and save harmless and defend the TOWN from any and all claims made against it by any such contractor, sub-contractor or material supplier arising out of the above-described work. The TEEN CENTER shall comply with the bonding requirements and other provisions of Connecticut General Statutes 49-42, et. seq., where applicable. Any improvements, alterations or additions made pursuant to this Paragraph shall become the property of the TOWN and shall remain upon and be surrendered with the Premises as part thereof at the expiration or termination of this Lease. Notwithstanding the foregoing, if any mechanic's lien is filed against the land, the Building or the Premises for work claimed to have been done or materials claimed to have been furnished to or for the benefit of the TEEN CENTER, whether or not done pursuant to this Paragraph, the same shall be discharged by the TEEN CENTER within thirty (30) days thereafter at the TEEN CENTER'S expense by filing a bond as required by law or by other reasonable means.

If the TEEN CENTER fails to remove any such lien within such thirty (30) day period, the TOWN may proceed immediately and without further notice to the TEEN CENTER to discharge, bond against or otherwise remove such lien at the TEEN CENTER'S cost, and the TOWN's actual costs and expenses thereof shall be immediately reimbursed to the TOWN.

9. TERMINATION:

This Lease is subject to termination prior to the normal expiration of the Lease Term, as extended, upon the following terms and provisions:

A. By the TOWN: The TOWN shall have the right to terminate this Lease upon the following terms and conditions:

1) Default by the TEEN CENTER:

A default shall exist if the TEEN CENTER does not use the Premises only as a teen center, an organization for the young people who live in or attend school in the TOWN and their guests, providing recreational, social and educational programs during after school hours and during school and summer vacations; or if the TEEN CENTER shall fail to make any payment of rent on the due date thereof and shall remain in default for ten (10) days following written notice from the TOWN of such default, or if the Premises be abandoned or deserted, or if any lien, attachment or other encumbrance is lodged against the Premises by a party claiming by, through or under the TEEN CENTER and is not discharged within thirty (30) days or otherwise provided for to the TOWN's reasonable satisfaction within such time, or if the Teen Center fails to comply with any provisions of this Lease and does not cure such default within thirty (30) days of the receipt of notice thereof from the TOWN. In any such event, this Lease and the term thereof may at the option of the TOWN and upon notice to the TEEN CENTER

terminate and expire, and the TEEN CENTER shall quit and surrender the Premises as provided above. In the event of such a default, if the Town shall serve upon the TEEN CENTER a written notice specifying the nature of the default and upon the expiration of thirty (30) days thereafter the TEEN CENTER shall have failed to remedy such default; or if such default or omission complained of is of a nature that the same cannot be completely cured or remedied within such thirty (30) day period, and the TOWN determines the TEEN CENTER shall not have diligently commenced curing such default within such thirty (30) day period and shall not thereafter with diligence and in good faith proceed to remedy or cure such default, then this Lease and the term thereof shall at the Town's option and upon notice to the TEEN CENTER terminate and expire, and the TEEN CENTER shall quit and surrender the Premises to the TOWN, but the TEEN CENTER shall remain liable to the TOWN as hereafter provided. In the event of a default by the TEEN CENTER under this Lease, the TOWN shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary process and other remedies were not herein provided for. The recitation in this Lease of any particular right or remedy shall not preclude the TOWN from any other remedy available at law or in equity. The TEEN CENTER acknowledges that this Lease constitutes a commercial transaction within the meaning of 52-278a of the Connecticut General Statutes. Pursuant to 52-278f of the Connecticut General Statutes, TEEN CENTER hereby waives and relinquishes all rights to notice and hearing as provided in 52-278a through 52-278g of the Connecticut General Statutes prior to the TOWN obtaining any prejudgment remedy against the TEEN CENTER in connection with the enforcement by the TOWN of any of its rights or remedies under this Lease. The TEEN CENTER expressly waives notice to quit possession or occupancy of the Premises

upon termination of this Lease pursuant to 47a-25 of the Connecticut General Statutes.

Upon termination as provided above, the TOWN may without further notice re-enter the Premises and dispossess the TEEN CENTER by summary process or otherwise and remove the TEEN CENTER'S effects and hold the Premises as if this Lease had not been made, and the TEEN CENTER hereby waives the service of any notice to quit or notice of intention to re-enter or any other notice for condition broken as at common law. Paragraph 9(A)(2)(c) will not apply in the case of a default by the TEEN CENTER, and the TEEN CENTER will have no right to reimbursement for any improvement to the Building.

2) Emergency or Public Purpose Termination:

In addition to the TOWN'S right to terminate this Lease as provided in Paragraph 9(A)(1) above, the Town specifically reserves the right to terminate this Lease during its term in an emergency or for a specific public purpose, but only upon the terms and conditions set forth in this Paragraph 9(A)(2) as follows:

a) Emergency: The Town may terminate this Lease in an emergency ("Emergency Use") if it successfully completes each of the steps outlined below:

i) The Town through the Board of Selectmen at a duly called meeting of the Board, and after public discussion, declares the need for an Emergency Use for the Premises and, further, the Board of Selectmen agrees on the proposed new use of the Premises; and

ii) The Board of Selectmen's decision to declare the need for an Emergency Use of the Premises and, separately, its agreement on the proposed new use of the Premises are approved by each appropriate TOWN agency required by law to approve either the declaration of the Emergency Use or the proposed new use of the Premises.

b) Public Purpose Use: The TOWN reserves the right to reconsider the use of the Premises as a TEEN CENTER and to determine that a more urgent public purpose requires the TOWN to terminate this Lease and repossess the Premises for that more urgent public purpose ("Public Purpose Termination"). In the event of the TOWN'S desire to make such a Public Purpose Termination, it shall follow each of the following steps:

i) The Town through the Board of Selectmen at a duly called meeting of the Board, and after public discussion, declares the need for a Public Purpose Termination for the Premises and, further, the Board of Selectmen agrees on the proposed new use of the Premises; and

ii) The Board of Selectmen's decision to declare the need for a Public Purpose Termination of the Premises and, separately, its agreement on the proposed new use of the Premises are approved by each appropriate TOWN agency required to approve the proposed new use of the Premises; and

iii) The Representative Town Meeting approves both the Board of Selectmen's declaration of Public Purpose Termination and the Board of Selectmen's proposed new use; and

iv) The Board of Estimate and Taxation and the Representative Town Meeting approve the appropriations necessary to meet the TOWN's obligations under Paragraph 9(A)(2)(c).

c) Reimbursement:

i) Reimbursement for Capital Projects completed in 2010 – 2025: If the Town terminates this Lease due to Public Purpose Termination, the TOWN will reimburse the TEEN CENTER for its costs for capital projects (a project requiring a building permit) in

accordance with this section. Improvement costs to the Building for each capital project shall be certified to the reasonable satisfaction of the TOWN as being consistent with the amount on the building permit applied for by the TEEN CENTER and approved by the TOWN for each such project ("Total Cost"). The Total Cost of each such project shall be divided by the number of full years remaining between the completion of the project and December 31, 2025, thus creating an "Annual Cost" for each such capital project. The TOWN shall pay the TEEN CENTER the balance of Total Cost after deducting the Annual Cost for each full year between the completion of the capital project and the TOWN's possession and use of the Premises after the declaration of the Emergency Use or declaration of Public Purpose Termination.

ii) Reimbursement for Capital Projects Completed in 1990 -- 2009: The Annual Cost reimbursement for any capital project completed by the TEEN CENTER prior to the year 2010 will be computed in the same manner as above, except that the year 2015 shall be used in place of the year 2025.

B. By the TEEN CENTER:

The TEEN CENTER shall have the right to terminate this Lease at any time upon giving six (6) month's prior written notice to the TOWN.

C. Effect of Termination or Expiration on Lease Obligation:

If this Lease is terminated by the TEEN CENTER prior to December 31, 2025 in accordance with the provisions of Paragraph 9(B) above, neither party shall thereafter have any obligations whatsoever to the other, except that the TEEN CENTER shall be obliged to pay for any obligations or liabilities under this Lease which have accrued prior to the date of such termination or expiration.

D. Effect of Termination or Expiration on Return of the Building:

Upon termination of the Lease, the TOWN requires the TEEN CENTER at its sole cost and expense to return the Building in a structurally sound condition consistent with its prior use as a warehouse and storage facility.

10. HOLDING OVER:

In the event that the TEEN CENTER shall remain in the leased Premises after the expiration of the Lease Term without having executed a new written lease with the TOWN, such holding over shall not constitute a renewal or extension of this Lease, except, however, the TEEN CENTER shall be obligated to comply with all the terms and conditions of this Lease during such period of holding over. The TOWN may at its option elect to treat the TEEN CENTER as one which has not removed at the end of its term and thereupon be entitled to all the remedies against the TEEN CENTER provided by law in that situation, or the TOWN may elect at its option to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration thereof, and in that event the TEEN CENTER shall pay all costs and expenses included in this Lease including the rent as well as the utility, maintenance and insurance costs provided herein as effective during the last period of the Lease Term.

11. DAMAGE BY FIRE OR OTHERWISE:

If the Premises are substantially destroyed or damaged by fire or other cause so as to render it completely unfit for use as a teen center facility, then the TOWN, provided it shall have notified the TEEN CENTER in writing of its intention so to do within forty-five (45) days after such destruction, shall have the right, subject to obtaining necessary approvals concerning municipal improvements generally, to

reconstruct the current Building using all insurance proceeds payable to it or to the TEEN CENTER by reason of such destruction. In the event the TOWN does not so notify the TEEN CENTER of its intention to undertake the reconstruction of the Building, then effective as of the occurrence of such destruction this Lease shall be deemed terminated, and neither party shall thereafter have any liabilities or obligations whatsoever to the other party hereunder, except for such as may have accrued prior to the date of the occurrence of such damage and except that the TOWN shall receive all insurance proceeds from the insurance coverage required to be maintained by the TEEN CENTER as provided in Paragraph 5(A) above for the building alone but not for the improvements made by the TEEN CENTER or the property of the TEEN CENTER located on the premises.

12. SHARED USE OF COMMON FACILITIES:

A. During the Lease Term and for so long as may be reasonably required by the TOWN, the Marine Division of the Department of Parks and Recreation alone shall be permitted to occupy such space in the Building as shown on Exhibit A annexed hereto and made a part hereof for the sole purpose of providing its usual and customary services to the citizens of the TOWN. At the earliest reasonable date possible the TOWN shall remove the Marine Division to another of its facilities, and the TEEN CENTER shall take over such space and use it for its own purposes for the balance of the Lease Term. While the Marine Division remains in the Building, it shall be solely responsible for the entire cost of its own utility costs, as defined in Paragraph 3(C) above, and its own maintenance, up-keep, repair and refuse removal.

B. The TEEN CENTER, when not inconsistent with its use of the Premises for its own usual and customary recreational, social, educational and ancillary activities,

and upon the prior written approval of the TOWN, acting by its Board of Selectmen, may co-sponsor events for the use of the Premises by responsible and recognized local community groups, including schools, organizations or individuals, as requested from time to time, provided that such groups agree to comply with the appropriate terms of this Lease. Co-sponsorship of events and activities between the TEEN CENTER and such community groups is permitted.

Any community groups so co-sponsoring an event at the Premises, as provided in this Paragraph (12)(B), shall be responsible for any janitorial, security or other costs attributable to the use of the Premises by any such community groups, and they shall provide appropriate insurance coverage to the TEEN CENTER to indemnify the TEEN CENTER and the TOWN against any losses, damages, costs or expenses of any kind or nature which may arise out of or be connected in any way with such use of the Premises by any such community groups, the TOWN and/or the TEEN CENTER being listed as additional insureds on the community groups' insurance policies as those policies may permit, and the TEEN CENTER may also require an appropriate and reasonable bond or deposit from any such community groups to guarantee against damage or clean-up expenses which may arise out of any such use of the Premises. The TEEN CENTER shall also have the right to reject future use of the Premises by any community group which has behaved in an unruly manner or damaged the Premises.

C. The TEEN CENTER shall not sublet the demised Premises or any portion thereof, nor shall the Lease be assigned.

13. SIGN(S):

In accordance with all applicable municipal ordinances and regulations, the TEEN CENTER may place a sign or signs at the entrance or entrances to the Building

indicating its use and occupancy thereof as a teen center.

14. INDEMNIFICATION:

The TEEN CENTER shall indemnify, defend and save the TOWN harmless from and against all liabilities, obligations, damages, penalties, claims, loss, costs and expenses, including reasonable attorneys' fees, paid, suffered or incurred as a result of (i) any breach by the TEEN CENTER, its officers, agents, contractors, employees, co-sponsoring community groups, members and guests, of any covenant or condition of this Lease; or (ii) the negligence or willful act of the TEEN CENTER, its officers, agents, contractors, employees, community groups, members and guests, or (iii) the TEEN CENTER'S use and occupancy of the Premises by the TEEN CENTER, its officers, agents, employees, members and guests.

The TEEN CENTER shall keep fully informed and comply with all existing and future federal, state and local laws, ordinances, rules and regulations affecting, controlling and governing the use of the Premises as a teen center and shall indemnify and hold harmless the TOWN, its officers, employees and agents, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including reasonable attorneys' fees, arising from or based upon any violation or claimed violation of any such laws, ordinances, rules and regulations, whether committed by the TEEN CENTER or any of its officers, agents, employees, members and guests.

15. ACCESS TO PREMISES:

The TOWN or the TOWN'S agents shall have the right to enter the Premises in any emergency at any time, and at other times, upon prior notice to and the consent of

the TEEN CENTER, which consent shall not be unreasonably withheld, for the purpose of examining the same to make repairs, replacements and improvements as the TOWN may deem necessary and reasonably desirable to the Premises or to any other portion of the Premises or which the TOWN may elect to perform following the TEEN CENTER'S failure to make repairs or perform any work which the TEEN CENTER is obligated to perform under this Lease, or for the purpose of complying with laws, regulations and other directions of governmental authorities.

The TEEN CENTER shall permit the TOWN at its sole cost and expense to use, maintain and replace wires, ducts, pipes and conduits, and like installations in and through the Premises and to install or erect new pipes, conduits and installations therein. The TOWN shall restore the Premises to its original condition after any such installation.

16. RECORDS:

After a personal inspection of the Premises, the Commissioner of Public Works of the TOWN, or his/her designee, annually shall certify full compliance with this Lease by the TEEN CENTER in writing to the TOWN Treasurer and the Board of Selectmen.

The TEEN CENTER agrees to submit to the TOWN Comptroller annual financial reports of its operations with one hundred twenty (120) days of the end of its fiscal year. The TEEN CENTER agrees that the TOWN at the TOWN'S sole cost and expense may audit the TEEN CENTER'S financial reports, and the TOWN agrees to deliver to the TEEN CENTER a copy of any such audit.

17. NOTICES:

Notices required under this Lease shall be sent by postage prepaid, certified mail

to the respective parties at the following addresses:

a. To the TOWN:

First Selectman, Town of Greenwich, Town Hall, Greenwich CT 06830

b. To the TEEN CENTER:

Chairman of the Board of Directors, Teen Center, Arch St., Greenwich CT 06830

The parties shall have the right to change their respective addresses and each shall have the right to specify as its address any other address by at least (5) days' written notice to the other party.

18. ENTIRE AGREEMENT:

This Lease is entire and complete and embodies all understandings and agreements between the parties. No representation, warranty, agreement or undertaking of any kind or nature has been made to either party to induce the making of this Lease, except as is expressly set forth herein. The parties acknowledge that there is no other agreement, oral or written, existing between them. No oral statement or prior written matter outside of this Lease shall have any force or effect.

19. MODIFICATIONS:

No modification or waiver of any of the terms of this Lease shall be valid unless in writing and duly executed by the parties hereto with the same formality as this Lease.

20. HEADINGS:

The Paragraph headings of this Lease are for purposes of reference and are not intended to limit in any way the provisions of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and
seals on this ____ day of _____.

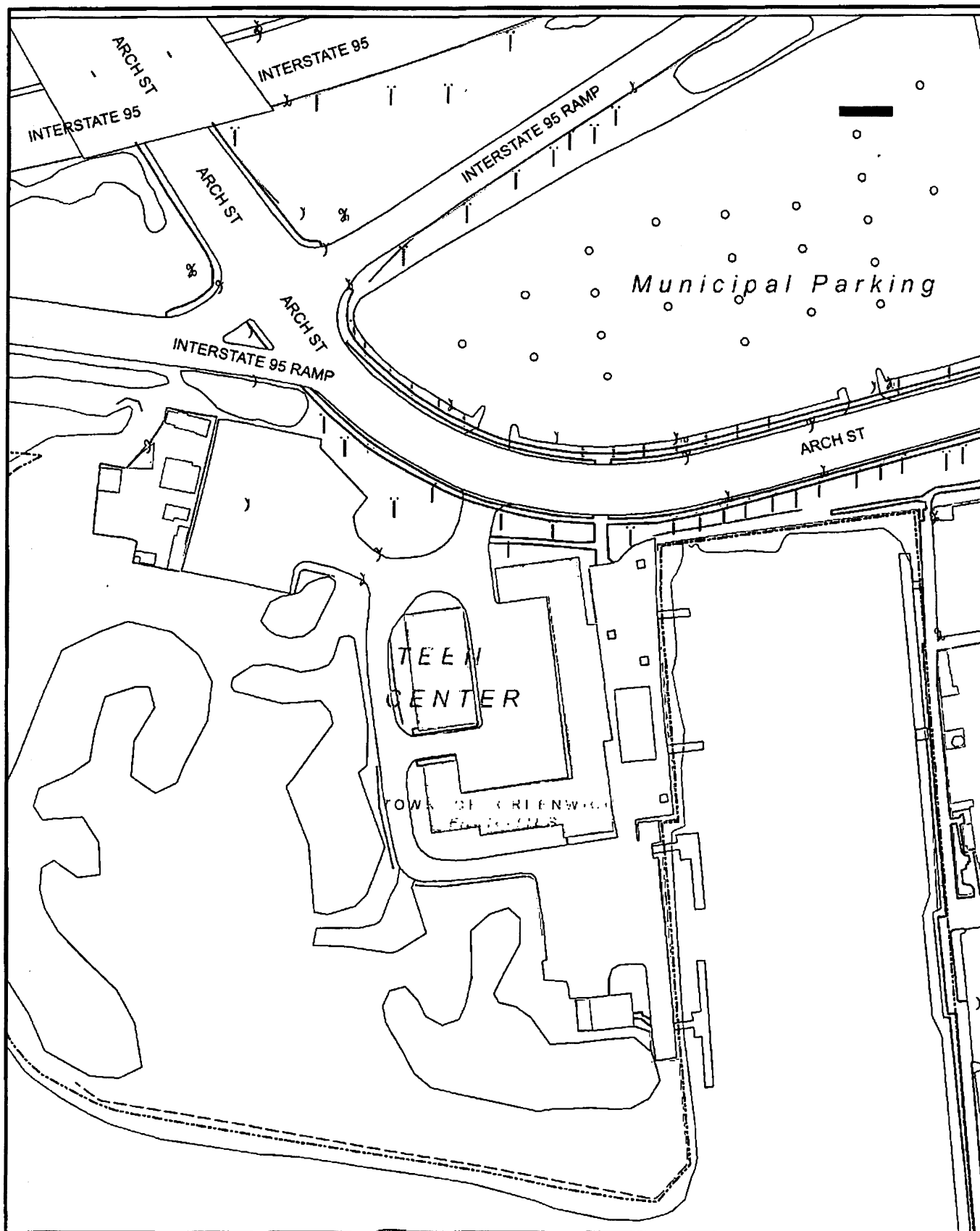
Signed, Sealed and Delivered
In the Presence of

TOWN OF GREENWICH

By: _____
Peter J. Tesei, First Selectman

GREENWICH TEEN CENTER, INC.

By: _____
Kirsten Linquist, President



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1 inch equals 100 feet

FEBRUARY 24, 2010

EXHIBIT B

The following capital improvements will be made by the Greenwich Teen Center, Inc.

1. Replacement of all existing double hung, single pane windows with new double hung thermal insulated glass units with all blocking and trim to match existing size and appearance. All work to be completed by December 2015.
2. Installation of fiberglass insulation of the interior exposed ceiling with 5/8 " fire code gypsum finish. All work to be completed by December 2020.
3. Re-Jointing Exterior Block (including replacement of all exterior wood trim and fascia board along the roof edge). All to work to be completed by December 2025.

All work is to conform to the local and State fire and building codes and must have the appropriate building permits.

EXHIBIT C
Insurance Requirement Sheet

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

- ☒ A. General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:
- ☒ 1. Commercial General Liability.
 - ☒ 2. Town as additional insured.
 - ☐ 3. Owners and Contractors Protective Liability (separate policy in the name of the Town).
- ☒ B. Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.
- ☒ C. Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.
- ☒ D. Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.
- ☐ E. Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.
- ☐ F. Other (Builder's Risk, etc.):_____.
- ☒ G. **CERTIFICATE HOLDER: TOWN OF GREENWICH**
ATTN: PURCHASING DEPT. (Also fill in on ACORD Certificate of Insurance)
101 Field Point Road, Greenwich, CT 06830.

The Acord certificate of insurance form must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional endorsement letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.