

LEASE

Between

**TOWN OF GREENWICH
And
OLD GREENWICH YACHT CLUB, INC.**

This Lease, made this _____ day of _____, between the TOWN OF GREENWICH (the "TOWN"), a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by Peter Tesei, First Selectman, hereunto duly authorized, and the OLD GREENWICH YACHT CLUB, INC. (the "CORPORATION"), a corporation organized and existing under the laws of the State of Connecticut, acting herein by Thomas Drake, Commodore, hereunto duly authorized.

WITNESSETH:

1. PREMISES

In consideration of the covenants on the part of the CORPORATION in this Lease, the TOWN hereby leases to the CORPORATION the following premises (the "Premises"):

a certain building now known as the Dock Service Building at Greenwich Point, Greenwich, Connecticut (the "Building"), including its stairs, steps, decks and any other attachments thereto, the location and extent of said Premises being more particularly designated on the photograph attached hereto and incorporated herein as Exhibit A.

2. TERM

The term of this Lease shall be for a period of ten (10) years from October 16, 2017 to October 15, 2027.

3. CONSIDERATION

As consideration for the lease of the Premises, the CORPORATION agrees to pay maintenance and operating expenses and costs of utilities, and to make certain cash rent payments, as follows:

A. Assumption of Maintenance Costs

The CORPORATION 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 all mechanical equipment, systems, devices, controls, utility lines, sewer lines, storm lines, septic system and other systems and appurtenances on the Premises, in good operating condition and repair throughout the Lease term. The CORPORATION shall make all mechanical, electrical and structural and non-structural repairs required to maintain the Premises generally in good order and repair. Replacement of any of the foregoing equipment, systems, devices, controls, utilities or appurtenances must receive prior written approval by the Commissioner of Public Works. At its sole cost and expense the CORPORATION shall be solely responsible for and undertake refuse removal and sanding and plowing of snow and ice. All work described in this section shall be done promptly by the CORPORATION at its sole cost and expense to the satisfaction of the TOWN.

B. ASSUMPTION OF UTILITY COSTS

The CORPORATION 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.

C. ALTERATIONS AND IMPROVEMENTS TO THE PREMISES

The CORPORATION may undertake and complete at its sole cost and expense alterations and improvements to the premises. The manner of making such alterations and improvements shall be governed by the provisions of Paragraph 7 below.

D. RENT

The CORPORATION shall pay the TOWN rent of One (\$1.00) Dollar per year, the entire amount of Ten (\$10.00) Dollars to be paid upon the execution of this Lease.

4. USE OF PREMISES

The Premises shall be used by the CORPORATION for clubhouse purposes only. As part of the consideration of this Lease, the CORPORATION agrees that its membership shall be open to all inhabitants of the TOWN, with the exception of those as may be excluded or expelled for cause under the rules governing the use of the Premises. Upon payment of any applicable fees, dues or program charges, each member may use the Premises and/or the marine launch operation and may participate in any programs and activities as may be sponsored by the CORPORATION. Use of the Premises and membership in the CORPORATION shall be nondiscriminatory as to race, color, national origin, or sex.

The CORPORATION agrees to maintain the Premises on a year round basis and further agrees to establish rules of the use of the Premises.

The CORPORATION agrees that membership fees, dues, program charges and any other fees each year shall be set by the CORPORATION. The responsibility for the collection of said fees, dues or charges shall be solely that of the CORPORATION which shall uniformly collect them from all users.

The CORPORATION shall keep fully informed of, 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.

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 CORPORATION as the agent or representative of the TOWN for any purpose, or in any manner whatsoever.

Access to the Premises hereby leased shall be limited to hours during which Greenwich Point shall be open, and no person shall remain on the Premises after the hour at which Greenwich Point is closed, except that the CORPORATION may continue to use the Premises after the closing of Greenwich Point for clubhouse purposes upon prior notice to and agreement of the First Selectman after review and comment by the Director of Parks and Recreation. The CORPORATION agrees to conform to all the regulations affecting the general public in its use of Greenwich Point.

Any failure by the CORPORATION to use the Premises as set forth in this section shall render the Lease null and void at the option of the TOWN.

5. CONDITION OF PREMISES

It is expressly agreed between the TOWN and the CORPORATION that the CORPORATION has examined the Premises and accepts it in its present condition, and that the Premises is leased from THE TOWN "as is" and as it stands at the time the Lease is executed, and that the TOWN has made no representations whatsoever as to the present or future condition of the Premises, including latent defects.

6. MAINTENANCE OF THE PREMISES

The CORPORATION at its sole cost and expense shall maintain the interior and exterior, and utility, sanitary, storm lines and other systems of the Premises in good repair and surrender the Premises on the expiration or termination of the Lease in as good order and condition as it is now in, or as it may be placed by reason of any alteration made hereunder, subject to reasonable use and wear; and the CORPORATION agrees to commit no waste or injury to the Premises nor make any use of it except as provided in this Lease.

Notwithstanding the foregoing, the CORPORATION shall maintain all mechanical equipment, systems, devices, controls and appurtenances in good operating condition and replace same as may be necessary from time to time. Except during an emergency, replacement must receive prior written approval of the Commissioner of Public Works. All work described in this Paragraph shall be done promptly by the CORPORATION at its sole cost and expense to the satisfaction of the TOWN. Nothing in this paragraph shall be construed to require the CORPORATION to maintain mechanical equipment, systems, devices, controls and appurtenances outside of the Premises, except that the CORPORATION shall maintain the utilities, including water, sewer, and electrical lines to the trunk lines.

7. IMPROVEMENTS AND ALTERATIONS

The CORPORATION, during the term of this Lease, shall have the privilege of making alterations and improvements to the Premises to the extent necessary to provide clubhouse facilities for its members, provided that no improvements or alterations of the Premises shall be made without the prior written approval of the Commissioner of Public Works.

The CORPORATION agrees that all materials used by it in any construction undertaken to the interior and exterior of the Premises shall be of high quality. To assure that such quality and consistency shall be obtained, the CORPORATION shall submit all drawings and specifications of all alterations, improvements, additions or changes proposed to be made by the CORPORATION in or to the Premises to the Commissioner of Public Works of the TOWN, or his designee, for his determination as to the quality of the materials intended to be used. Such submission by the CORPORATION shall be made prior to commencing any such work, but any such proposed work which has not been disapproved in writing by the Commissioner, or his designee, within sixty (60) days of such submission shall be deemed approved and may be contracted for and undertaken to completion by the CORPORATION.

Any such improvements or alterations shall be the property of the TOWN and shall remain upon and be surrendered with the Premises on the expiration or termination of the Lease without compensation to the CORPORATION.

All improvements or alterations shall be made by the CORPORATION at its own cost and expense and shall be made in accordance with and in conformity with all applicable laws, ordinances, and regulations.

The CORPORATION shall obtain for any improvement or alteration such building permits and other regulatory or administrative approvals, including review and approval by the Planning and Zoning Commission, as are normally incidental to the progress and satisfactory conclusion of the same.

All improvements or alterations shall be independently contracted. The CORPORATION shall promptly pay all contractors and material suppliers for work performed and materials supplied to the Premises and shall indemnify and save harmless

the TOWN from any and all claims made against it by any such contractor, subcontractor or material supplier arising out of the above-described work.

8. INSURANCE AND PROPERTY

A. The CORPORATION shall procure and maintain at its own expense, at all times during the term of this Lease, insurance of the types and amounts specified below, insuring and protecting the CORPORATION and the TOWN from any and all claims for bodily injury, including accidental death, and for property damage arising out of the use of the Premises by the CORPORATION or its officers, agents, employees, members, licensees and invitees. All policies shall name the TOWN as an additional insured and shall contain appropriate "loss payee" provisions in favor of the TOWN. The insurance required shall be as follows:

(1) All risk commercial property insurance, including extended coverage, vandalism, malicious mischief, boiler and machinery, and flood, insuring for an amount not less than the then current replacement cost for the value of the Premises including improvements, alterations, and additions made to the Premises by the CORPORATION and insuring the CORPORATION's own personal property. The TOWN will not carry insurance on the CORPORATION's property or improvements to the Premises by the CORPORATION.

(2) Commercial general liability insurance, including bodily injury and property damage liability and "personal and advertising liability injury" on an occurrence basis with respect to the CORPORATION's business and occupancy of the Premises for any occurrence of not less than \$1,000,000 combined single limit for bodily injury and property damage, \$1,000,000 "personal injury and advertising injury," \$1,000,000 aggregate for products and completed operations and \$2,000,000 general

aggregate or such greater amount as the TOWN may require from time to time. Such insurance shall contain a provision including coverage for all liabilities assumed by the CORPORATION under this Lease and shall name the TOWN and its employees, officers and agents, as an additional insured. Such insurance shall also waive subrogation against the TOWN.

(3) Workers' compensation insurance for all of the CORPORATION's employees, temporary employees or independent contractors working in or around the Premises, in an amount sufficient to meet statutory payments (unlimited), employer's liability insurance with minimum limits of \$500,000 per accident, \$500,000 per employee for disease and a \$500,000 policy limit for disease. The policy shall be endorsed to waive subrogation against the TOWN.

(4) Umbrella liability, on an occurrence basis, in the amount of \$5,000,000 each occurrence, \$5,000,000 aggregate supplementing all coverages set forth in Subparagraph (2) and (3) of this Paragraph 8A. Such umbrella insurance shall be no more restrictive than the terms provided in Subparagraphs (2) and (3) of this Paragraph 8A, and shall not contain a cross liability, employer's liability or similar exclusion. The policy shall be endorsed to recognize aggregate limits for coverages set forth in Subparagraphs (2) and (3) of this Paragraph 8A.

The TOWN shall have the right to require the CORPORATION to increase the above-mentioned insurance coverages 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 CORPORATION shall furnish three (3) certificates to the TOWN of each insurance policy or policies in the form attached hereto as Exhibit B upon the commencement of this Lease and thereafter within thirty (30) days prior to the expiration

of each such policy. All insurance shall be carried by a company or companies authorized to do business in the State of Connecticut and having a rating of no less than A-/X1 as graded by Best's Rating Service. The TOWN shall receive at least sixty (60) days written notice of termination, non-renewal, or any material alteration of each insurance policy referred to in this Lease. All such policies shall be written as primary policies which do not contribute to and are not to be merely excess coverage over that which the TOWN may carry. If the CORPORATION maintains a policy that is in excess of a self-insured retention, the self-insured retention must be disclosed prior to the execution of this Lease.

The CORPORATION 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. The CORPORATION shall not keep anything in the Premises except as not or hereafter permitted by the Greenwich Fire Department, the Connecticut Board of Fire Underwriters 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 any special risk over those in effect on the commencement date.

- B. The TOWN and its employees, agents, and officers shall not be liable for:
- (i) any damage to or loss of property of the CORPORATION, the CORPORATION'S employees, agents, tenants, lessees, licensees or invitees, by theft or otherwise,

- (ii) any injury or damage to property or persons including without limitation the CORPORATION'S employees, agents, tenants, lessees, licensees or invitees, resulting from any cause whatsoever in connection with the use of the Premises,

unless caused by or due to an affirmative or willful act of the TOWN, its employees, agents and officer.

Any damage to the Premises by reason of the moving of equipment or furnishings, or the installation thereof by or on the CORPORATION's behalf, shall be promptly repaired by the CORPORATION to the reasonable satisfaction of the TOWN and at the CORPORATION's sole cost and expense.

9. INDEMNIFICATION

The CORPORATION 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 (i) any breach by the CORPORATION, its officers, agents, contractors, employees, tenants, lessees, licensees or invitees, of any covenant of condition of this Lease; or (ii) any negligence or willful act of the CORPORATION, its officers, agents, contractors, employees, tenants, lessees, licensees or invitees; or (iii) the use and occupancy of the Premises by the CORPORATION, its officers, agents, employees, tenants, lessees, licensees or invitees.

The CORPORATION 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 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 CORPORATION or any of its officers, agents, employees, tenants, lessees, licensees or invitees.

10. SUBLETTING AND ASSIGNMENT

The CORPORATION shall not sublet the demised Premises, or any portion thereof, nor shall the Lease be assigned. If the Premises shall be deserted or vacated, the First Selectman may declare the Lease in default; and this Lease shall expire and terminate.

11. INSPECTION AND EMERGENCY REPAIRS

The First Selectman of the TOWN, the Commissioner of Public Works of the TOWN, the Director of Parks and Recreation of the TOWN, and their authorized agents shall have the right to enter and inspect the Premises at all reasonable times. During an emergency, the TOWN shall take all necessary steps to respond to the emergency and to stabilize the condition of the Premises. As soon as practicable under such emergency conditions, the Director of Parks and Recreation or his designee shall notify the Commodore of the CORPORATION of the need to make emergency repairs. The CORPORATION shall then respond immediately to make repairs. If the Town is unable to reach the Commodore or if emergency conditions require a more immediate response, the CORPORATION hereby agrees that the TOWN may direct, during emergency, any repairperson or company to make any immediate repairs in the Premises at the sole cost and expense of the CORPORATION and that such repairperson or company shall be the agent of and be paid by the CORPORATION.

For purposes of this Paragraph the word "Premises" shall include the sanitary sewer lines, storm lines, septic system and other systems. In addition, the CORPORATION will deliver to a designated representative of the Police Department information sufficient to provide emergency access to the Building for use by the Fire Department.

12. TERMINATION

The TOWN may terminate this Lease prior to the expiration of the Lease term, as provided in this Paragraph.

A. The TOWN's Right to Terminate

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

1. Upon Ninety (90) Days Written Notice

The First Selectman of the TOWN, with the prior approval of the Representative Town Meeting upon a declaration that termination of this Lease is in the best interest of the TOWN, shall have the right to terminate this Lease at any time by giving the CORPORATION ninety (90) days advance written notice.

2 Upon Default by the CORPORATION

(a) If the CORPORATION does not procure and maintain insurance as required by this Lease;

(b) If the Premises are abandoned or deserted;

(c) If any lien, attachment or other encumbrance is lodged against the Premises by a party claiming loss, through or under the CORPORATION, and

it is not discharged within thirty (30) days or otherwise provided for to the TOWN's reasonable satisfaction within such time, which discharge may include, at the CORPORATION's option, this substitution of a surety bond or other bond or security reasonably satisfactory to the TOWN, or

(d) If the CORPORATION fails to comply with any provision of this Lease and does not cure such default within the thirty (30) days or the receipt of notice thereof from the TOWN

B. The CORPORATION'S Right to Terminate

The CORPORATION shall have the right to terminate this Lease at any time by giving ninety (90) days advance written notice.

In any of the foregoing events, this Lease and the term thereof may terminate and expire at the option of the TOWN, and the CORPORATION shall quit and surrender the Premises as provided herein.

In the event of a default under Subparagraph 12A.2(d), if the TOWN shall serve upon the CORPORATION a written notice specifying the nature of the default and upon the expiration of thirty (30) days thereafter the CORPORATION 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 CORPORATION has not 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 CORPORATION terminate and expire, and the CORPORATION shall quit and surrender the Premises to the TOWN as hereafter provided.

In the event of a default by the CORPORATION 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 CORPORATION 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, the CORPORATION 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 CORPORATION in connection with the enforcement by the TOWN of any of its rights or remedies under this Lease. The CORPORATION 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 CORPORATION by summary process or otherwise and remove the CORPORATION's effects and hold the Premises as if this Lease had not been made, and the CORPORATION 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.

**C. Effect of Termination or
Expiration on Lease Obligations**

If this Lease is terminated prior to the full Lease term, neither party shall thereafter have any obligations whatsoever to the other except as provided in this Lease, and except that the CORPORATION shall 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 may require the CORPORATION at its sole cost and expense to return the Building in a structurally sound condition consistent with its prior use.

**E. TOWN's Performance Upon
Default by the CORPORATION**

If the CORPORATION defaults under this Lease, the TOWN may at its option but without obligation to do so immediately, or at any time thereafter and without notice, remedy the same at the sole cost and expense of the CORPORATION in lieu of enforcing its other rights hereunder.

If the TOWN makes any expenditures or incurs any obligations for the payment of money in connection therewith including but not limited to costs, fines, penalties, interest, damages and reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred shall be paid immediately by the CORPORATION to the TOWN upon the rendition of any bill or statement to the CORPORATION therefor, together with interest thereon at a rate equal to twelve (12%) percent per annum.

Nothing herein contained shall be construed as to require the TOWN to incur any expenses or obligations on behalf of the CORPORATION.

F. No Waiver

The failure of the TOWN to seek redress for any violation of or to insist upon the strict performance of any of the terms of this Lease or of any of the rules and regulations set forth herein or hereafter adopted by the TOWN, shall not waive the effect of or excuse such violation or performance or any subsequent violation or performance.

No act or thing done by the TOWN or its agents during the Lease term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid, except in writing by the TOWN.

Except as provided in Paragraph 11 above, no employee or agent of the TOWN shall have any power to accept the keys to the Premises prior to the termination of this Lease, and the delivery of the keys to any such agent or employee shall not operate as a termination of this Lease or a surrender of the Premises.

13. HOLDING OVER

In the event that the CORPORATION 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 CORPORATION 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 CORPORATION as one which has not removed at the end of its term and thereupon be entitled to all the remedies against the CORPORATION 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 CORPORATION shall pay the rent as well as the utility and maintenance costs provided during this Lease term.

14. LEASE RENEWAL

The CORPORATION shall have the right, privilege, and option to renew this Lease for a successive additional term of ten (10) years upon the expiration hereof upon such terms and conditions as shall be mutually acceptable to the parties. The CORPORATION shall give written notice to the Director of Parks and Recreation of its intention to so renew at least one (1) year prior to the expiration date of this Lease.

15. DAMAGE BY FIRE OR OTHERWISE

If the Premises are destroyed or damaged by fire or other cause to the extent which in the opinion of the Board of Selectmen of the TOWN renders the repair and reconstruction thereof imprudent or impractical, taking into consideration the aforesaid fire insurance and the CORPORATION's ability and willingness to repair or reconstruct, and after consultation with the CORPORATION, then and in in such case the term hereby created shall, at the option of the Board of Selectmen, case and become null and void, and the CORPORATION shall immediately surrender the Premises and all the CORPORATION's interest therein to the TOWN, and the TOWN may re-enter and repossess the Premises thus discharged from this Lease. The CORPORATION agrees that prior to surrender of possession under this section, the CORPORATION shall, at no expense to the TOWN, remove from the Premises all ruins and debris resulting from such damage by fire or other cause.

If it is determined by the Board of Selectmen of the TOWN that the Premises should be repaired or reconstructed and the proceeds of the policy are not adequate to repair or replace the structure in accordance with the requirements of the Board of

Selectmen, then the CORPORATION shall be obligated to contribute such additional sum as may be required to repair or reconstruct the Premises in conformity with such requirements.

The CORPORATION agrees that any insurance proceeds paid or payable to the CORPORATION or to the TOWN with respect to the Premises shall inure to the TOWN and the CORPORATION hereby assigns such proceeds to the TOWN. Allocation between the parties of any insurance proceeds paid or payable to the TOWN and the CORPORATION in the event of any damage by fire or other cause shall be decided by the Representative Town Meeting, which shall take into account in making its determination improvements may by the CORPORATION at its cost.

16. NOTICE

Any written notice required to be sent under the provisions of 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 Hall, 101 Field Point Road, Greenwich, CT 06836-2540

(b) To the CORPORATION: Commodore, Old Greenwich Yacht Club, Inc., P.O. Box 162, Old Greenwich, CT 06870.

17. RECORDS

The CORPORATION, during the term of this Lease, agrees to keep and maintain true and accurate records of all receipts and disbursements of the CORPORATION in operating the Premises. Such records shall reflect receipts and disbursements in connection with the operation of the Premises. Such records shall be open to inspection and verification by any authorized agent or employee of the TOWN during the business

hours of any work day of the CORPORATION, by appointment made no less than forty-eight (48) hours in advance.

The CORPORATION further agrees to submit to the TOWN Comptroller an annual financial report of its operations, including income statement and balance sheet, for the period ending the last day of December of each year, within one hundred twenty (120) days of such date and further agrees that, at the election of the First Selectman, the CORPORATION's financial operations shall be included in the annual post-audit of the TOWN.

The CORPORATION, during the term of this Lease, shall maintain a current list of its membership, including the names, addresses and telephone numbers of its members. The CORPORATION, during the term of this Lease, shall keep and maintain true and accurate records of all equipment, fixtures, and structures which are located upon the leased Premises as of the date of execution of this Lease, and shall maintain true and accurate records of all equipment, fixtures, and structures which shall have been installed, replaced or located within the leased Premises subsequent to the execution of this Lease. On or before the first day of April of each Lease year, the CORPORATION shall submit a report of said property to the Director of Parks and Recreation, subject to the approval of the Board of Selectmen, indicating clearly therein which of said property is to become the property of the TOWN upon the expiration of the Lease. Said reports shall be attached to and shall become a part of the Lease.

18. CERTIFICATION OF COMPLIANCE

The Director of Parks and Recreation shall certify full compliance with the Lease, by the CORPORATION, annually, in writing to the TOWN Treasurer and the Board of Selectmen.

19. 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 of 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.

20. 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.

21. 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.

IT WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this ____ day of _____, 2017.

Signed, Sealed and Delivered
In the Presence of:

TOWN OF GREENWICH

By: _____
Peter J. Tesei

OLD GREENWICH YACHT CLUB, INC.

By: _____
Thomas Drake
Commodore

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss: Greenwich

On this ____ day of _____, 2017, personally appeared Peter J. Tesei, First Selectman of the TOWN OF GREENWICH, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said TOWN OF GREENWICH, before me.

Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss: Greenwich

On this ____ day of _____, 2017, personally appeared _____, Commodore of OLD GREENWICH YACHT CLUB, INC., signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said OLD GREENWICH YACHT CLUB, INC., before me.

Notary Public
My Commission Expires:

EXHIBIT A

06-4604
C107 DRIFTWAY

TOD'S DRIFTWAY



EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Phone No.:	CONTACT NAME:	
	Fax No.:	PHONE (AC No, Ext):	FAX (AC No):
		ADDRESS:	
		PRODUCER CUSTOMER ID:	
INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS MADE ☐ OCCUR						MED EXP (Any one person) \$
	☐ PRODUCTS LIABILITY						PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS-COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS						\$
	☐ NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ DEDUCTIBLE						\$
	☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☐ N ☐ N/A						E L EACH ACCIDENT \$
	(Mandatory in NH) Type describe under						E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

Type Code