

**CITY OF BURLINGTON
REQUEST FOR PROPOSALS**

Retail Trailer or Cart located at the Burlington Waterfront Skate Park

City of Burlington, Vermont

Issued: March 12, 2024

Due: April 5, 2024, No Later Than 4:00 P.M. ET

I. PROJECT BACKGROUND

A-Dog Skate Park

The City of Burlington Department of Parks, Recreation & Waterfront ("The City") is hereby requesting proposals for a retail trailer or cart located at the Burlington Waterfront Skate Park. The goal is to provide various services including daily monitoring of site, light daily upkeep of the park, and sale of retail and/or food items.

II. SCOPE

The Department of Parks, Recreation & Waterfront requests proposals from interested parties for up to three (3) summer service contracts in 2024, 2025, & 2026 to provide Retail sales and/or food sales at the A-Dog Skate Park. Please see map for more defined set up space.

- A. The concessionaire will have minimum daily hours of operation from 12:00pm - 6:00pm on Saturday and Sunday, but hours can go to as late as 9:00 pm starting the Saturday preceding Memorial Day through Labor Day with the approval of the City. The vendor should have a regular consistent presence there through the summer.
- B. Proposals for service(s) rendered shall meet all city, state and federal regulations, licensing and insurance requirements all permits and licenses necessary for food service in the State have been obtained, and be of a type expected and accepted by visitors to our parks and Burlington in general.
- C. The chosen concessionaire shall not sell any glass-bottled items. All sales shall be made from within the concession area. The chosen concessionaire shall not use Styrofoam, which is prohibited. Vending for special events or promotions may be permitted outside the concession area subject to approval. The chosen concessionaire will be required to sell only beverages, food and items approved by the City.
- D. The chosen concessionaire would assist Skatepark visitors by providing information about the site, light cleanup of the site (sweeping, appropriate disposal of errant debris or trash in skatepark) and providing general monitoring of the site. When appropriate, the concessionaire would contact BPRW staff if there were issues that needed to be addressed by the Department.
- E. For the allowance to conduct business operations at A-Dog Skate Park, the Department asks for a proposed compensation package of 5% of gross revenue receipts, with a minimum payment of \$2,000.00 annually. Payments are due monthly.

III. RESPONSE FORMAT

Questions concerning this Request for Proposals (RFP) must be made via email to the point of contact below. Responses to all submitted questions will be posted at: <https://www.burlingtonvt.gov/RFP>.

Submit an electronic copy in PDF format of the bid via email to Burlington Parks, Recreation & Waterfront Department no later than **April 5, 2024 by 4:00 p.m.** Proposals are to be marked "City of Burlington Retail pop-up or satellite retail cart located at the Burlington Waterfront Skate Park". Proposals submitted after the deadline date and time may not be accepted.

Questions concerning this RFP should be directed to Alec Kaeding and received by **4:00 P.M. March 27, 2024**. All answers to questions (all names withheld) will be publicly posted on our website by **4:00 p.m. March 29, 2024**, www.enjoyburlington.com for all interested parties to see.

A site visit will be conducted if requested at the A-Dog Skate Park.

IV. CONTRACTOR SELECTION

Proposals will be reviewed and evaluated by City staff based on the information provided. The Proposals will be rated according to the following criteria (Total of 60 points possible):

- A. Qualifications (20 points possible)
 - 1. Experience in providing vendor sales in an outdoor setting
- B. Cost (10 points possible)
 - 1. Compensation for the City of Burlington and Prices
- C. Hours (10 points possible)
 - 1. Commitment to hours as noted in the scope
 - 2. Identify any additional hours outside scope
- D. Returning Concessionaire (5 Points)
- E. Food & Retail Sales (15 points possible)
 - 1. Variety of Retail and Food Sales

Additional information may be requested prior to final selection. Final costs will be determined through negotiations with the selected firm.

V. SUBMISSIONS

Proposals should be submitted via email to Alec Kaeding, Waterfront & Parks Operations Manager, Department of Parks, Recreation & Waterfront, akaeding@burlingtonvt.gov.

- A. **Cover letter:** This will set the vision for the proposed experience. Please include a statement of understanding & approach to this operation;
- B. **Proposed Owner and Operator:** Clearly indicate the applicant's designated owner, manager, as well as any co-owner or investor who will be assigned to the work and their respective expertise in such work. Please detail the type of ownership, as well as the name and location of parent company and subsidiaries, if any;
- C. **Specific Experience:** Descriptions detailing completed, similar, or relevant experience that the applicant, co-applicant, and/or investor has executed. Relevant information of previous locations, type of equipment, and other relevant experience to a fast-paced seasonal operation is preferred. Links to similar or relevant operations are encouraged;
- D. **List of References:** Provide a minimum of two references for whom the applicant has provided similar services within the last five years. Include the name and telephone number of the contact person and a description of the role and services provided to that contact.

- E. **Pricing**: Please provide a list of detailed costs associated with this RFP & hours you are committed to work.
- F. Signed Livable Wage with the Proposals, Exhibits D

No proposal will be considered accepted until all necessary City authorizations, including those required by Board of Finance and City Council if necessary, have been received and an agreement is executed by both parties.

VI. EXHIBITS

- A. Exhibit A: Maps
- B. Exhibit B: Draft Lease
- C. Exhibit C: Burlington Standard Contract Conditions
- D. Exhibit D: Burlington Livable Wage Ordinance Certification

Bid documents include this main body of the request for proposals and all exhibits.

VII. CONTRACTING

The contractor must qualify as an independent contractor and, prior to being awarded a contract, must apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the consultant is registered with the Secretary of State's Office.

Prior to beginning any work, the consultant shall obtain Insurance Coverage in accordance with the Burlington Contract Conditions. The certificate of insurance coverage shall be documented on forms acceptable to the City.

VIII. AGREEMENT REQUIREMENTS

The selected consultant will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited to those in the Burlington Contract Conditions and the attached Draft Agreement. No proposal will be considered accepted until all necessary City authorizations—including those required by Board of Finance and City Council if necessary—have been received and an agreement is executed by both parties.

IX. LIMITATIONS OF LIABILITY

The City assumes no responsibility or liability for the response to this Request for Proposals.

X. COSTS ASSOCIATED WITH PROPOSAL

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity, including any requests for additional information or interviews. The City will not reimburse any person or entity for any costs incurred prior to the issuance of the contract.

XI. INDEMNIFICATION

Any party responding to this Request for Proposals is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this Request for Proposals will be required to

indemnify, defend, and hold harmless the City, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party's acts and/or omissions in or related to the response.

XII. REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the City deems will meet its best interests, even if that proposal is not the lowest bid. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the City to award a contract.

XIII. OWNERSHIP OF DOCUMENTS

Any materials submitted to the City in response to this Request for Proposals shall become the property of the City unless another arrangement is made by written agreement between the City and the responding party. The responding party may retain copies of the original documents.

XIV. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

If a bidder knows, suspects, or has reasonable cause to believe, that an error or omission exists in any bid documents, including but not limited to unit prices and rate calculations, the bidder shall immediately give the City written notice thereof. Contractor shall not cause or permit any work to be conducted that may related to the error or omission without first receiving written acknowledgment from the City that City representatives understand the possible error or omission and have approved the requested modifications to the bid or contract documents or that the contractor may proceed without any modification being made to the bid or contract documents.

XV. PUBLIC RECORDS

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

XVI. PUBLIC HEALTH EMERGENCIES

Bidders are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, may introduce significant uncertainty into the project, including disruption of timelines or revised practices. Contractors shall consider public health emergencies as they develop project schedules and advance the work.

The City may require a public health emergency plan be submitted as part of the bid. This plan will contain:

- 1) Measures to manage risk and ensure that potential impacts to safety and mobility are mitigated in accordance with health and safety standards and guidelines proposed by local, state, and federal agencies (see attached Draft Contract, Sections 15 and Exhibit X);

- 2) A schedule for possible updates to the plan in advance of the start of work (see attached Draft Contract, Section 15); and
- 3) Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

The City will have sole discretion to approve, deny, or require changes to this plan as a condition of consideration of the bid, will retain the right to inspect all work to ensure compliance with health and safety standards, and may at any time require the contractor to stop work because of the emergency.

If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to public emergencies, will be excusable, but will not be compensable.

Exhibit A
Maps (2)

Location of Skate Park



Location of vending area

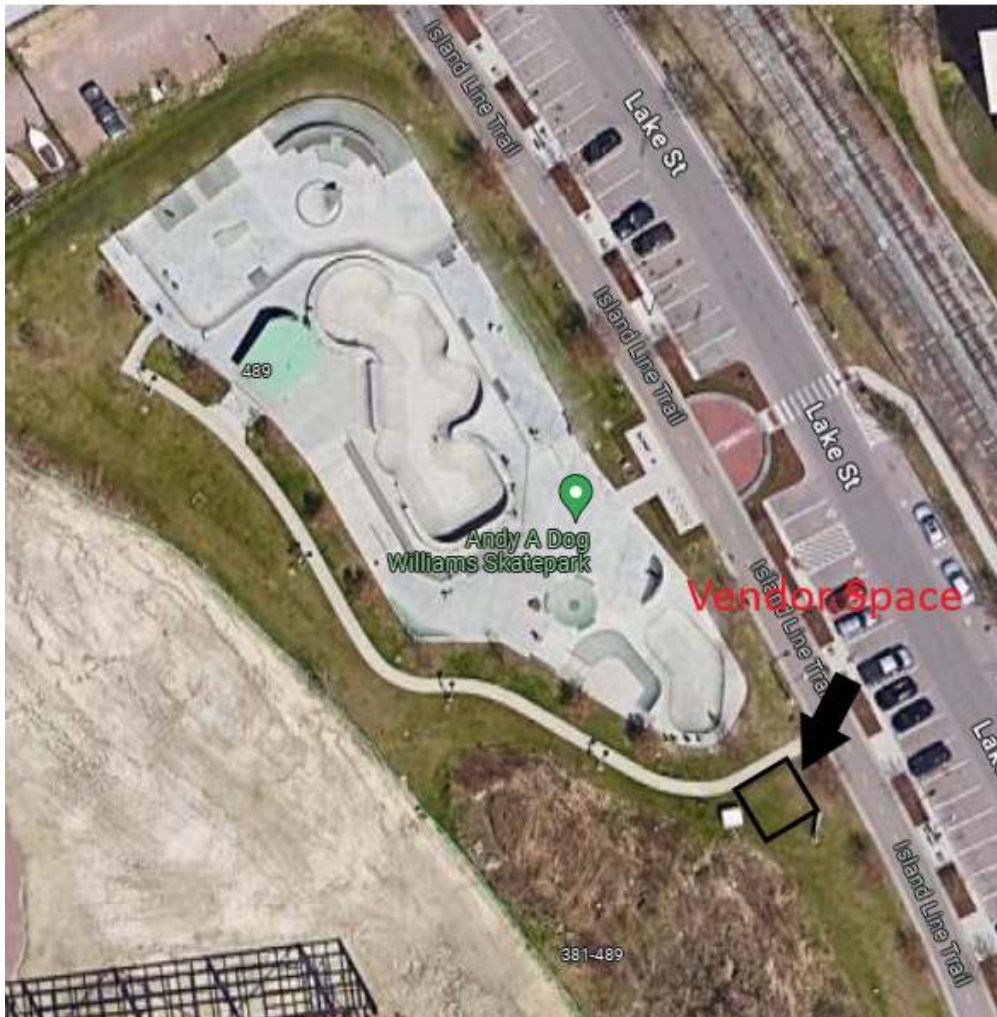


Exhibit B

**City of Burlington
Draft Lease Agreement**

CITY OF BURLINGTON

LEASE AGREEMENT

WITH

[LESSEE'S NAME]

This Lease Agreement ("Lease") is entered into by and between the City of Burlington, acting by and through **[DEPARTMENT]** ("City"), and **[LESSEE'S NAME]** ("Lessee"), a Vermont corporation authorized to do business in the State of Vermont with a principal place of business at **[LESSEE'S ADDRESS]**. The City and Lessee agree to the terms and conditions of this Lease.

1. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Lease shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Lease before the Effective Date and unless otherwise agreed to in writing, shall have no obligations for performance or expenses incurred before the Effective Date or after the expiration or termination of this Lease.

2. RECITALS

- A. Authority.** Authority to enter into this Lease exists in the City Charter. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Lease.
- C. Purpose.** The City owns and operates **[GENERAL AREA]** in Burlington, Vermont. The City and Lessee wish to enter into an agreement leasing certain portions of the **[DEPARTMENT'S]** premises to Lessee to further and carry out the purposes of the operation of the **[DEPARTMENT]**. This Lease establishes the conditions and terms of Lessee's use of the Leased Premises.
- D. References.** All references in this Lease to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments, are references to sections subsections, exhibits, or other attachments contained herein or incorporated as part of this Lease, unless otherwise noted.

3. DEFINITIONS

- A. "Leased Premises"** means the City-owned building and ground space known and numbered as **[PROPERTY ADDRESS]**, Suite **[NUMBER]** in Burlington, Vermont, which consists of approximately **[NUMBER]** square feet of building space. A description and map of the Leased Premises are included as Attachment A.

- B. **“Effective Date”** means the date on which this Lease is approved and signed by the City, as shown on the signature page of this Lease.
- C. **“Hazardous Substance”** means and includes, but shall not be limited to, any element, substance, compound or mixture, including disease-causing agents, which after release into the environment or work place and upon exposure, ingestion, inhalation or assimilation into any organism, either directly or indirectly, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction or physical deformations in such organisms or their offspring, and all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), or any other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, CERCLA, and regulations adopted pursuant to such Acts, the Toxic Substances Control Act of 1976, as heretofore or currently in effect (“TSCA”) and the Resource Conservation and Recovery Act of 1976, as heretofore or currently in effect (“RCRA”).
- D. **“Lease”** means this Lease Agreement, its terms and conditions, attachments, and documents incorporated by reference under the terms of this Lease.
- E. **“Party”** means the City or Lessee and **“Parties”** means the City and Lessee.
- F. **“Termination Event”** means any event described in Section 16.B.i. (Termination by the City – Breach)

4. TERM AND RENEWAL TERM(S)

- A. **Initial Term.** This Lease and the Parties’ respective performance shall commence on the Effective Date and expire on [DATE].
- B. **Renewal Term(s).** Upon mutual agreement of the Parties, this Lease may be extended for an additional one-year renewal term. As a condition of a possible renewal term, Lessee must provide written notice to the City of its intent to seek renewal, doing so at least 60 days’ in advance of the last day of the initial term. A renewal term shall commence upon the expiration of either the initial term, and shall be upon the same terms contained herein.

5. LEASE—USES AND PURPOSES

The City hereby leases to Lessee for its exclusive use the right to access and occupy the Leased Premises, subject to the terms of this Lease and the following conditions:

- A. **Use.** Unless otherwise approved in writing by the City, Lessee shall use and occupy the Leased Premises for its [BRIEF DESCRIPTION OF OPERATIONS] operations.
- B. **Upkeep and Utilities.** Lessee shall furnish to the Leased Premises and pay all charges for telephone

service, sewage service, stormwater, trash and/or hazardous waste removal, janitorial service, water, electric power, heat, gas, air conditioning and other utilities of every kind.

- C. Condition.** Lessee shall keep and maintain all parts of the Leased Premises—including related and associated appurtenances—in good condition, order and repair during the term of this Lease. Such actions include but are not limited to: painting, lighting, removal of ground side snow and garbage, landscaping, replacement of broken glass with glass the same size and quality of that broken, and utility services.
- D. Sublease.** Lessee shall not sublease any portion of the Leased Premises without the express prior written approval of the City. If such approval is obtained during the term of this Lease, then Lessee shall cooperate with other occupants of the building in which the Leased Premises is located so that any common facilities shall at all times be kept and maintained in a clean, orderly and sanitary manner. Lessee may share in an equitable manner with the other occupants the expenses of maintaining said common facilities. If the common facilities are not kept and maintained in a clean, orderly, and sanitary manner, the City shall have the right, in its sole discretion, to assume such obligation and charge the full expenses thereof to Lessee. All maintenance shall be subject to general monitoring by the City to ensure a continuing high quality of appearance commensurate with maintenance and safety standards of the [DEPARTMENT].
- E. Compliance with Law.** Lessee shall observe and comply with any and all present and future requirements of the constituted public authority and with all federal, state, or local statutes, ordinances, regulations, standards, conditions, and agreements applicable to Lessee for its use of the Leased Premises, including, but not limited to, ordinances, rules and regulations promulgated from time to time by or at the direction of the City for the administration of the [DEPARTMENT]. Further, Lessee shall—at its own expense—submit to and comply with the requirements of all state and federal regulatory agencies or municipal boards having jurisdiction over the construction of any fixed improvements on the Leased Premises, including, but not limited to, any Environmental Board or Board of Health.
- F. ADA.** Lessee shall—at its own expense—comply with the standards for accessible design known as the Americans with Disabilities Act (“ADA”) Accessibility Guidelines in connection with any new construction or alteration of the Leased Premises. Lessee shall bear the burden of this obligation regardless of whether any such Agency or Board shall require that the City be the applicant of record.
- G. Waste and Nuisance.** Lessee shall not make any actionable waste or nuisance upon the Leased Premises and shall not do or permit to be done anything which may result in the creation, commission, or maintenance of any such waste or nuisance on said premises or the [DEPARTMENT]. Lessee shall properly handle, remove, and dispose of any and all lubricants and/or hazardous waste and maintain the Leased Premises in a clean and safe condition.
- H. Improvements.** Should Lessee desire to make infrastructure and Lessee-specific modifications or improvements to the Leased Premises, Lessee shall obtain advanced written approval by the City. Lessee shall be solely responsible for all costs associated with improvements without reimbursement or further consideration from the City. All approved additions or improvements must comply with the standards for accessible design known as the Americans with Disabilities Act Accessibility Guidelines and shall, on expiration or termination of this Lease, belong to the City without compensation to Lessee.
- I. Supervision.** Lessee shall ensure that the management, maintenance, and operation of the Leased Premises shall at all times be under the supervision and direction of an active, qualified, competent

representative of Lessee, and Lessee shall identify its representative, and any successor, in writing to the City.

6. RENT

Lessee shall, in accordance with the provisions of this section, pay the City rent and other amounts due hereunder in the amounts and using the methods set forth below:

- A. Leased Space Rent.** Lessee shall pay the City rent for access and use of the Leased Premises at a rate of [WRITTEN AMOUNT] (\$[NUMBER]) per month, which represents approximately \$[NUMBER] per square foot per month for the [NUMBER] square feet of first floor rental space at [PROPERTY ADDRESS] Suite [NUMBER], and an additional \$[NUMBER] per square foot per month for the use of the [NUMBER] square feet of upstairs mezzanine space. This Leased Space rent shall be adjusted annually to reflect increases in the cost of living as reflected in the Consumer Price Index for all Cities, all Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor or equivalent replacement index or an increase of 3%, whichever is higher. In no event shall the annual rental rate be less than the immediately preceding rate.
- B. Time for Payment.** Lessee shall make the rental payment due under this §6 on or before the first day of each calendar month during the term of this Lease. Payment shall be made to:

[CONTACT'S NAME]

[CONTACT'S ADDRESS]

[CONTACT'S PHONE]

[CONTACT'S EMAIL]

- C. Electronic Payment.** The City shall have the right, on not less than thirty (30) days prior written notice to Lessee (the "Electronic Payment Notice"), to require Lessee to make subsequent payments of monthly rent, any additional back rent, and other monies due pursuant to the terms of this Lease by means of electronic funds transfer determined by the City in its sole and absolute discretion (the "Electronic Payment"). The Electronic Payment Notice shall set forth the proper bank ABA number, account number and designation of the account to which such Electronic Payment shall be made. Lessee shall promptly notify the City in writing of any additional information that will be required to establish and maintain Electronic Payment from Lessee's bank or financial institution. The City shall have the right, after at least ten (10) days prior written notice to Lessee, to change the name of the depository for receipt of any Electronic Payment and to discontinue payment of any sum by Electronic Payment."
- D. Late Payment.** Any required payment which has not been paid when due shall incur interest at the rate of 1.5% per month.

7. CITY OBLIGATIONS

- A. Access.** The City shall ensure reasonable ingress and egress to and from the Leased Premises.

B. Snow Removal. The City shall provide for snow removal from access roads.

8. ENTRY OF LEASED PREMISES

The City and its authorized officers, employees, agents, contractors, sub-contractors and other representatives shall have the right to enter upon the Leased Premises for the following purposes:

A. Inspection. To inspect the Leased Premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Lessee has complied and is complying with the terms and conditions of this Lease. Lessee shall provide the Director of [DEPARTMENT] with serviceable keys to all of its facilities to permit the exercise of the City's rights hereunder; or

B. Facilities. To perform essential maintenance, repair, relocation or removal of existing underground or overhead wires, pipes, drains, cables and conduits now located on or across the Leased Premises, and to construct, maintain, repair, relocate and remove such facilities in the future if necessary to carry out the master plan of development of the [DEPARTMENT] provided, however, that said work shall in no event disrupt or unduly interfere with the operations of Lessee. Nothing herein shall be construed to impose upon the City any obligations to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure to do so. Lessee is and shall be in exclusive possession of the Leased Premises and the City shall not, in any event, be liable for any damage to the premises or any property of Lessee or any other persons located in or thereupon, other than to repair or remedy such damage as may be occasioned by negligence of the City, its employees or agents.

9. TAXES AND ASSESSMENTS

A. Direct Tax. Lessee shall pay directly to the taxing authority any and all personal property inventory taxes or assessments which may be assessed against the Leased Premises and its contents during the term hereof or any renewal term.

10. INSURANCE

Prior to the Effective Date of this Lease, Lessee shall obtain insurance coverage meeting each requirement and condition set forth in this §10.

A. Carrier. Lessee shall obtain insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A- financial size category VIII or better by the latest *Best Insurance Report*, or has an analogous rating from a comparable rating service approved by the City.

B. Certificate of Insurance. Proof of insurance and compliance with all requirements in this §10 should be evidenced on a certificate of insurance acceptable to the City. The certificate shall, at a minimum, contain the following: (1) authorized agent information; (2) insured information; (3) insurance company information; (4) description of policies, including coverage types and amounts; (5) policy number(s) and period(s); (6) limits of liability; (7) City information as additional insured and certificate holder; and (8)

cancellation information. The certificate of insurance must be received by the City prior to the Effective Date of this Lease.

- C. Additional Insured.** Each required insurance policy as it relates to the buildings and lands covered by this Lease (with the specific exception of professional liability and workers compensation) shall name the City as an additional insured and loss payee.
- D. Cancellation.** All certificates shall contain a provision stating that the coverages afforded under said policies will not be cancelled, materially changed, or not renewed without at least thirty (30) days written prior notice to the City, or fifteen (15) days for non-payment. The policies shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives, and shall contain a clause to the effect that such policies and the coverage evidenced thereby shall be primary with respect to any policies carried by the City, and that any coverage carried by the City shall be excess insurance. In no event shall the limits of said policies be considered as limiting the liability of Lessee under Lease.
- E. Insurance Coverages.** During the Term, Lessee agrees to purchase and maintain the following types of insurance coverages, consistent with the policies and requirements of the City, and provide evidence of continuing coverage to the City:

(i) Commercial General Liability Insurance. Lessee shall procure Commercial General Liability Insurance, on an occurrence form, providing all major divisions of coverage, including but not limited to: (1) Premises Operations; (2) Products and Completed Operations; (3) Personal Injury and Advertising liability; and (4) Fire Legal Liability. The Commercial General Liability Insurance shall provide the following minimum limits:

| | |
|--------------------------------------------|-------------|
| 1. General Aggregate: | \$2,000,000 |
| 2. Products-Completed Operations Aggregate | \$2,000,000 |
| 3. Personal & Advertising Injury | \$1,000,000 |
| 4. Each Occurrence | \$1,000,000 |
| 5. Damages to Rented Premises | \$ 250,000 |
| 6. Med. Expense (Any one person) | \$ 5,000 |

(ii) Workers' Compensation/Employers' Liability Insurance. Lessee shall provide Workers' Compensation coverage in accordance with the statutory limits as established by the State of Vermont and with a minimum limit for employer's liability no lower than the following: Bodily Injury by Accident - \$500,000 each accident; Bodily Injury by Disease - \$500,000 each employee. Lessee shall require all contractors and subcontractors performing work or occupying the Leased Premises under this Lease to obtain an insurance certificate showing proof of Workers' Compensation coverages and Lessee shall require from its general contractor(s) that all subcontractors submit certificates of such insurance to the City prior to performing work or occupying the Leased Premises.

(iii) Commercial Business Automobile Liability Insurance. Lessee shall provide Commercial Business Automobile Liability Insurance, which shall include coverage for bodily injury and property damage liability arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each accident.

- F. Application to Others.** Lessee shall require all contractors, subcontractors, agents, or workers performing work or occupying the Leased Premises to obtain an insurance coverage meeting the requirements of this **§10** as evidence on a certificate of insurance. Lessee shall require that all such persons submit certificates of such insurance to the City prior to performing work or occupying the Leased Premises.
- G. Maintaining Coverage.** The City may require copies of any insurance policies entered into by Lessee, and Lessee is responsible for annually verifying and confirming in writing to the City that all sub-contractors, agents, operators or workers meet the minimum coverage and limits plus maintain current certificates of coverage, and that all work activities related to this Lease shall meet minimum coverage and limits, with any sub-contractors, agents, operators or workers complying with the same insurance requirements as Lessee.
- H. Continuing Obligation.** Unless otherwise expressly provided herein, the obligation to insure as provided herein continues throughout the term of this Lease and shall not terminate until this Lease has expired or been terminated, and the right to occupy the Leased Premises is returned to the City.
- I. Waiver of Subrogation.** The City and Tenant shall have no liability to one another, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to their respective property, the Premises or its contents, the Building or the Project, regardless of whether such loss or damage is caused by the negligence of the City or Tenant, arising out of any of the perils or casualties insured against by the property insurance policies carried, or required to be carried, by the parties pursuant to this Lease. The insurance policies obtained by the City and Tenant pursuant to this Lease shall permit waivers of subrogation which the insurer may otherwise have against the non-insuring party. In the event the policy or policies do not allow waiver of subrogation prior to loss, either the City or Tenant shall, at the request of the other party, deliver to the requesting party a waiver of subrogation endorsement in such form and content as may reasonably be required by the requesting party or its insurer.

11. INDEMNIFICATION & LIABILITY

- A. Indemnification.** *Lessee shall indemnify, defend, and hold harmless the City, its officers, agents and employees, including the City of Burlington [COMMISSION], their successors and assigns, individually or collectively, from and against all liability and any claims, suits, expenses, losses, judgments, proceedings, damages, expenses, demands, suits, costs (including costs of defense, reasonable attorney fees, and reasonable professional fees incurred in defense or incurred in enforcement of this indemnity), and causes of action, including but not limited to, claims arising out of or in connection to the following:*

- 1. This Lease;**

2. *The Leased Premises;*
3. *Actions on the Leased Premises;*
4. *Lessee's possession, use, occupation, or control of the Leased Premises ;*
5. *Actions or omissions of the Lessee, its agents, employees, licensees, visitors, or contractors;*
6. *Breach or default of this Lease by Lessee, its agents, employees, licensees, or contractors.*

Lessee shall give prompt and timely notice to the City (and copying the Burlington City Attorney's Office) of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or may affect the City, the Leased Premises, or the [DEPARTMENT].

Lessee shall reimburse the City for costs associated with violations issued by state and federal regulatory authorities resulting from Lessee's misconduct, incompetence, or negligence as determined by the City.

- B. *Liability. The City shall not be liable to the Lessee, any assignees claiming by, through, or under Lessee, any subtenants claiming, by, through, or under Lessee, and any of their respective agents, contractors, employees, and invitees, for any injury to or death of any person or persons or the damage to or theft, destruction, loss, or loss of use of any property or inconvenience (collectively and individually a "loss") caused by casualty, theft, fire, third parties, repair, or failure to repair, or alteration of any part of this building, or any other cause, unless due to the negligence or willful misconduct of any indemnified party, in whole or in part.*

12. HAZARDOUS WASTES

- A. **Disposal.** Lessee shall properly handle, remove, and dispose of any and all lubricants, grease, and/or hazardous waste and shall maintain the Leased Premises in a clean and safe condition.
- B. **Hold Harmless.** Lessee shall indemnify, defend, and hold harmless the City, its officers, and employees from and against all loss, cost and expense (including, without limitation, attorney fees) of whatever nature suffered or incurred by the City on account of the existence, release, or discharge of Hazardous Substances on or from the Leased Premises including, without limitation, any claims, costs, losses, liabilities, and expenses arising from the violation (or claimed violation) of any environmental laws or the institution of any action by any party against the City or the Leased Premises based upon nuisance, negligence or other tort theory alleging liability due to the improper generation, storage, disposal, removal, transportation or treatment of Hazardous Substances or the imposition of a lien on any part of the Leased Premises under the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., as amended ("CERCLA"), or any other laws pursuant to which a lien may be imposed due to the existence of Hazardous Substances. Lessee further unconditionally, absolutely, and irrevocably guarantees the payment of any fees and expenses incurred by the City in enforcing or seeking enforcement of the liability of Lessee under this indemnification.

13. WARRANTIES AND REPRESENTATIONS

- A. Regarding the Leased Premises.** The City represents that it is the owner of the Leased Premises or the authorized representative or agent of said owner. During the terms of this Lease, the City represents and warrants that the Lessee may have, hold, and enjoy peaceful and uninterrupted possession of the Leased Premises and rights herein leased and granted, subject to performance by Lessee of its obligations herein.
- B. Regarding Legal Authority.** Lessee warrants that it possesses the legal authority to enter into this Lease and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Lease and to bind Lessee to its terms. The person signing and executing this Lease on behalf of Lessee hereby represents, warrants, and, guarantees that they have full authorization to do so. If requested by the City, Lessee shall provide the City with proof of Lessee's authority to enter into this Lease within 15 days of receiving such a request.

14. CASUALTY

If the Leased Premises are damaged by fire, flood, or another casualty, either Party may terminate this Lease within 30 days of the date the terminating Party becomes aware of such occurrence if, in the opinion of the terminating Party, the Leased Premises have been so damaged as to render them wholly or partially untenable or unfit for the Lessee's purposes. If so elected, the terminating Party shall give the other Party written notice to the City and termination shall be effective 30 days from the date of mailing of the notice of termination.

If the Parties elect not to terminate this Lease, the City shall reasonably estimate the time, restoration work, and commencement date that the City reasonably anticipates is required for the performance of restoration work. Lessee's obligation to pay rent shall equitably and proportionately abate with respect to the damaged portion of the Leased Premises from the date of damage until restoration is sufficiently complete to enable Lessee to recommence its use and occupancy of the Leased Premises for the purposes set forth in this Lease.

15. TITLE TO IMPROVEMENTS

Upon the expiration or termination of this Lease, all permanently fixed improvements made upon the Leased Premises by Lessee shall become a part of the realty and remain on the Leased Premises as the property of the City. Lessee shall not be entitled to compensation of any kind for such improvements nor shall the City be required to provide Lessee with any consideration of any kind for such improvements.

16. TERMINATION

In addition to the termination rights granted in other sections of this Lease, the Parties may terminate this Lease in accordance with this §16.

A. Breach. The failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes a breach.

B. Termination by the City.

(i) Breach. The City may terminate this Lease, if Lessee fails to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, including, but not limited to, the following conditions:

- a. Past Due.** If Lessee fails to pay required rental charges or money payments more than thirty (30) days after a due date.
- b. Abandonment.** If Lessee or any approved sub-lessee voluntarily abandons or discontinues the conduct and operation of its service at the [AREA NAME] for a continuous period of sixty (60) days.
- c. Bankruptcy.** The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Lessee, or the appointment of a receiver or similar officer for Lessee or any of its property, which is not vacated or fully stayed within twenty (20) days after the institution or occurrence thereof, shall constitute a breach.
- d. Public safety.** If terminating the lease is reasonably necessary to preserve public safety or to prevent an immediate public crisis.

(ii) Notice and Cure Period. In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within thirty (30) days, or if a cure of the breach has not begun within 30 days and pursued with due diligence, the non-breaching Party may terminate this Lease by sending a notice of termination, which shall be effective thirty (30) days after the notice of termination is sent. Notwithstanding anything to the contrary herein, the City, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Lease in whole or in part if reasonably necessary to preserve public safety or to prevent an immediate public crisis.

(iii) Repeated Breaches. If the same Termination Event has occurred on four separate occasions during any rolling 12-month period (having been duly remedied or waived on each occasion), a cure period for remedying the next occurrence of such Termination Event occurring within the relevant 12-month rolling period will only be available if City so permits in its sole discretion.

(iv) Rights and Remedies Not Exclusive. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. Termination by Lessee. Lessee may terminate this Lease upon thirty (30) days' advance written notice to the City under the following conditions:

- (i) **Injunction.** The issuance by any court of competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Lessee of all or any substantial part of the Leased Premises or preventing or restraining the use of the [AREA NAME] for usual [DEPARTMENT] purposes in its entirety, or the use of any part thereof which may be used by Lessee and which is necessary for Lessee's operations on the [AREA NAME], which remains in force, unvacated or unstayed for a period of at least sixty (60) days.

- D. Damage to Improvements.** Either Party may terminate this Lease upon providing thirty (30) days' written notice to the other Party if the fixed improvements upon the Leased Premises are so totally destroyed or so extensively damaged that it would be impracticable or uneconomical to restore the same to their previous condition.

17. CONDITION ON TERMINATION

At the termination or expiration of this Lease, Lessee shall surrender and deliver the Leased Premises in as substantially good order and condition as exists at the inception hereof; excepting, however, loss by fire, inevitable accident, act of God, and ordinary wear and tear.

18. LIENS

Lessee shall cause to be removed any and all mechanic's or materialman's liens of any nature arising out of or because of any construction performed by Lessee upon the Leased Premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use at the Leased Premises, by or at the direction of Lessee within a reasonable time not to exceed six (6) months from the completion of any such construction.

19. HOLDING OVER

In the event Lessee shall hold over and remain in possession of the Leased Premises after cancellation or termination of this Lease, such holding over shall not be deemed to operate as a renewal or extension of this Lease, but rather shall only create a tenancy from month-to-month which the City may terminate at any time upon thirty (30) days' advance written notice.

20. FORCE MAJEURE

Neither Party shall be deemed to have breached this Lease if it is prevented from performing any of its obligations hereunder by reason of acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control, and the Party experiencing force majeure gives written notice

to the other party identifying the nature of such force majeure, and when it began. The Party experiencing force majeure shall take immediate action to attempt to remove such causes of force majeure as may occur from time to time and its operations under this Lease shall be resumed immediately after such cause has been removed, provided that neither Party shall be required to settle any labor dispute except upon terms that the Party deems acceptable. The suspension of any obligations under this section shall not cause the term of this Lease to be extended and shall not affect any rights accrued under this Lease prior to the occurrence of the force majeure. The Party giving notice of the force majeure shall also give notice of its cessation.

21. PUBLIC EMERGENCIES

Lessee must comply with all local, state, federal orders, directives, regulations, guidance, advisories during public emergencies. Public emergencies include, but are not limited to, national, state and local security emergencies; public health emergencies and pandemics; evacuations; chemical spills; shelter-in-place alerts; severe weather advisories; boil water advisories; and roadway interruptions. A Lessee's failure to comply with any local, state, federal orders, directives, regulations, guidance, or advisories during a public emergency shall constitute a breach of the Lease pursuant to Section 17 (Termination). The City shall have sole discretion in determining if Lessee is compliant with the above. If a public emergency is declared, the City will not be responsible for any expenses or losses incurred as a result of any public emergency.

22. DISPUTE RESOLUTION

The Parties shall make their designation representative available to meet within a reasonable time to discuss issues relating to the Lease or the Leased Premises. Each Party shall take such actions as reasonably necessary to address any issues within a reasonable time.

Either Party may enforce this Lease and/or seek appropriate remedies in Chittenden Superior Court under the laws of the State of Vermont.

23. NOTICES AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

For the City: [CONTACT'S NAME]

[CONTACT'S ADDRESS]

[CONTACT'S PHONE]

[CONTACT'S EMAIL]

For Lessee: [CONTACT'S NAME]

[CONTACT'S ADDRESS]

[CONTACT'S PHONE]

[CONTACT'S EMAIL]

24. GENERAL CIVIL RIGHTS PROVISIONS

Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee.

This provision obligates the Lessee for the period during which the property is owned, used, or possessed by the Lessee. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

25. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Lessee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Lessee of the

contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

26. FEDERAL CIVIL RIGHTS PROVISION

No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of property and facilities made available or leased to Lessee; the construction of any improvements on, over, or under said property and facilities; or the furnishing of services thereon. Lessee shall comply with the Nondiscrimination Acts and Authorities as set out below and as they may be amended from time to time.

A. The Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities such that no person on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by Lessee of Lessee's obligations under this Agreement and the Nondiscrimination Acts and Authorities.

C. In the event of breach of any of the above non-discrimination covenants, the City shall have the right to terminate the Agreement and re-enter and repossess the underlying property and facilities and hold the same as if the Agreement had never been made or issued.

D. During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Lessee") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- ii. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- iv. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- v. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- vi. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- vii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- viii. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- ix. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- x. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

27. FEDERAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

Lessee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that Lessee will use the Leased Premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts and Authorities.

With respect to Lessee, in the event of breach of any of the above nondiscrimination covenants, the City will have the right to terminate this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said this Agreement had never been made or issued.

28. LIVABLE WAGE

The City has in effect a livable wage ordinance. This livable wage ordinance is applicable to service contracts with the City (as opposed to the purchasing of goods) where the total amount of the contract or contracts with the same person or entity exceeds \$15,000 for any twelve-month period.

Lessee shall comply with the livable wage ordinance to the extent that it is a covered employer under the ordinance and the ordinance is otherwise applicable. Lessee shall also require any contractors or agents performing work at the Leased Premises to comply with the livable wage ordinance.

29. RECORDING LEASE

This Lease is not being recorded. However, the Parties expressly agree to, at the request of either Party, execute a short-form notice of Lease complying with the terms of 27 V.S.A. § 341(c) which may be recorded by either the City or Lessee.

30. MORTGAGES

At the option of the City, this Lease shall be subordinate to any mortgage or other security interest by the City which from time to time may encumber all or part of Leased Premises so long as the City's lender shall agree in writing in a form reasonably acceptable to Lessee that such lender will not disturb Lessee's possession and rights under Lease so long as Lessee remains in compliance with Lease.

31. ESTOPPEL CERTIFICATE

Each Party shall—within thirty (30) business days after request by the other Party—execute and deliver to the requesting Party, or the party designated by the requesting Party, a statement certifying: (i) that Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the modified Lease is in full force and effect); (ii) whether, to the responding Party’s knowledge, either Party is in default in performance of any of its obligations under Lease, and, if so, specifying each default; and (iii) any other information reasonably requested concerning Lease.

32. BROKER COMMISSIONS

The City shall have no obligation to pay any real estate commissions to any agents or brokers claiming by or through Lessee, and Lessee agrees to indemnify and hold harmless the City for all claims or demands of any other real estate agent or broker claiming by, through, or under Lessee. This indemnification shall also include payment of costs and attorney fees incurred by the City in defense of a claim for such real estate commissions or fees.

33. GENERAL PROVISIONS

- A. Assignment.** Lessee shall not assign this Lease or sublet any part of the Leased Premises without the expressed written consent of the City.
- B. Binding Effect.** All provisions of this Lease, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective heirs, legal representatives, successors, and assigns.
- C. Captions.** The captions and headings in this Lease are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.
- D. Counterparts.** This Lease may be executed in multiple identical counterparts, all of which shall constitute one agreement.
- E. Entire Understanding.** This Lease represents the complete integration of all understandings between the Parties and all prior representations and understandings—oral or written—are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.
- F. Extinguishment and Replacement.** This Lease extinguishes and replaces any prior leases between the Parties related to the Leased Premises upon the Effective Date hereof.
- G. Modification.** Modifications of this Lease shall not be effective unless agreed to in writing by both Parties in a formal written amendment to this Lease, properly executed and approved by both Parties.
- H. Interpretation.** The language in all parts of this Lease shall in all cases be construed simply according to its fair meaning and not strictly construed against the City. This Lease shall be construed and performance thereof shall be determined in accordance with the laws of the State of Vermont.

- I. **Severability.** Provided this Lease can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable, and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.
- J. **Survival of Certain Lease Terms.** Notwithstanding anything herein to the contrary, provisions of this Lease requiring continued performance, compliance, or effect after expiration or termination shall survive such expiration or termination and shall be enforceable by the City if Lessee fails to perform or comply as required.
- K. **Third Party Beneficiaries.** Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Lease are incidental to the Lease and do not create any rights for such third parties.
- L. **Waiver.** No acceptance by the City of rentals, fees, charges or other payments in whole or in part, for any period or periods after a default of any of the terms, covenants, and conditions hereof, to be performed, kept or observed by Lessee, shall be deemed a waiver of any right on the part of the City to terminate this Lease. A waiver by the City of any breach of a term, provision, or requirement of this Lease or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.
- M. **Public Records.** All records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of the City. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified by Lessee, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that a document or record is proprietary, a trade secret, or otherwise exempt. Particular records, pages, or sections that are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- N. **Illegal Substance.** Lessee, Lessee's employees, and Lessee's patrons are prohibited from possessing, using, transporting, cultivating, selling, growing, or donating any substance prohibited under local, state, or federal law, including but not limited to marijuana.

34. ATTACHMENTS

The following attachments are adopted, made part of, and incorporated by reference into this Agreement:

- A. **Attachment A:** Leased Premises Description and Map
- B. **Attachment B:** [PROPERTY NAME] Rules & Regulations
- C. **Attachment C:** Certificate of Insurance

— *Signature Pages to Follow* —

35. SIGNATURE PAGE 1.

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

The Parties hereto have executed this Lease Agreement

LESSEE

[LESSEE'S NAME]

[LESSEE'S ADDRESS (PRINCIPLE PLACE OF BUSINESS)]

By: _____

Name: _____

Title: _____

Date: _____

State of Vermont, County of _____. This record was acknowledged before me on _____(date) by
_____ (authorized signatory's name).

Signature of Notary Public: _____

Stamp or certificate number: _____

Title of office: _____

My commission expires: _____

36. SIGNATURE PAGE 2.

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

The Parties hereto have executed this Lease Agreement

City of Burlington

149 Church Street, Burlington, Vermont 05401

By: _____

Name: Mayor Miro Weinberger

Title: Mayor of the City of Burlington, Vermont

Date: _____

State of Vermont, County of _____. This record was acknowledged before me on _____ (date) by
_____ (authorized signatory's name).

Signature of Notary Public: _____

Stamp or certificate number: _____

Title of office: _____

My commission expires: _____

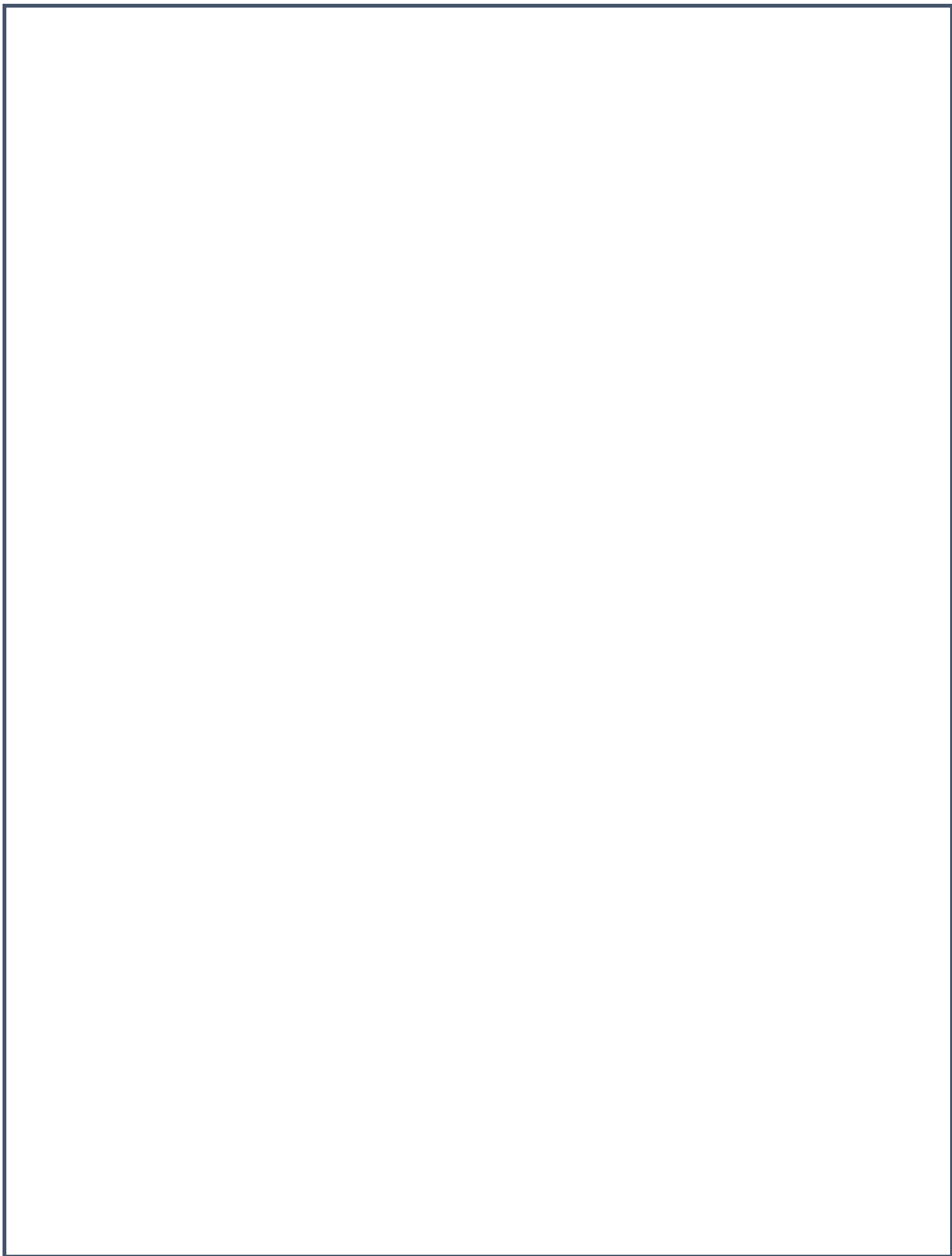
ATTACHMENT A

Leased Premises Description[s] and Map[s]

ATTACHMENT B

[PROPERTY NAME]

RULES & REGULATIONS



[PROPERTY NAME]

RULES & REGULATIONS

1. These Rules and Regulations are in addition to and shall not be construed to in any way modify or amend, in whole or in part, the agreements, covenants, conditions, and provisions of the Lease.
2. The City reserves the right to waive any one of these rules or regulations, and/or as to any particular tenant, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such tenant.
3. The City reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the building and its occupants. The City shall provide Lessee with copies of any new and/or modified rules or regulations prior to the effective date thereof. Lessee agrees to abide by these and such other rules and regulations.
4. The City shall have exclusive control over the entrances, corridors, passages, and stairways. The entrances, corridors, passages, and stairways shall not be obstructed, or used by the Lessee for any other purpose than ingress and egress to and from the Leased Premises; and the City shall have the right to control ingress and egress to and from the building at all times.
5. The City reserves the right to refuse access to any persons the City in good faith judges to be a threat to the safety or property of the building and/or its occupants.
6. The Lessee shall not make or permit any noise or odors that annoy or interfere with other tenants or persons having business within the building.
7. The Lessee shall not interfere in any way with other tenants or those having business in the building.
8. The Lessee shall not make, suffer, or permit litter, except in appropriate receptacles for that purpose.
9. The Lessee assumes all risks from theft or vandalism to the Leased Premises and agrees to keep the Leased Premises locked as may be required.
10. The Lessee shall not place any additional locks upon any doors of the Leased Premises without first obtaining written consent of the City. The Lessee will not permit any duplicate keys to be made, unless to be given to the City. If more than two keys for any door are desired, the additional number shall be paid for by the Lessee. Upon termination of this Lease, the Lessee shall surrender all keys to the Leased Premises and the building and shall give to the City the combination of all locks on any vaults and safes.
11. The Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing, or other utilities. No foreign substances of any kind are to be inserted therein. The expense of any repair caused by the Lessee or the Lessee's employees' misuse of the facilities is the responsibility of the Lessee.

12. The Lessee shall not deface the walls, partitions, or other surfaces of the Leased Premises or the building.
13. The Lessee shall not suffer or permit anything in or around the Leased Premises that causes excessive vibration or floor loading in any part of the building.
14. The Lessee shall move furniture, significant freight, and equipment into or out of the building only with the City's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by the City. The Lessee shall be responsible for any damage to the Leased Premises and building arising from any such activity.
15. The Lessee shall not employ any service or contractor for services or work to be performed in the building, except as approved by the City.
16. The Lessee shall not install or use any window coverings, shades, or awnings, except as approved by the City and with the City's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.
17. The Lessee shall not be permitted, nor permit any employee or invitee, to go upon the roof of the building, except as approved by the City.
18. The Lessee shall not be permitted, nor permit any employee or invitee, to smoking, including e-cigarettes in all areas of the building and on the Leased Premises.
19. The Lessee shall not use any method of heating or air conditioning other than as provided by City or any dedicated system approved by City.
20. The Lessee shall not be permitted, nor permit any employee or invitee, to use the Leased Premises for lodging.
21. The Lessee shall comply with all safety, fire protection, and evacuation regulations established by the City or any applicable governmental agency.
22. The Lessee shall not put up nor operate any engine, boiler, dynamo, or machinery of any kind, nor carry on any mechanical business in said Leased Premises nor place any explosive therein, nor use any kerosene or oils or burning fluids in the Leased Premises without first obtaining written consent of the City.
23. The City will adopt and furnish to Lessee general guidelines relating to signs inside the building. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Lessee by a person or entity approved by City. The Lessee shall not cause any sign, placard, picture, name, advertisement, or notice to be visible from the exterior of the Leased Premises without the prior written consent of the City.

24. The City is responsible for snow removal of the Leased Premises parking area. The Lessee shall assist in snow removal and salting of customer entrance during and in preparation of business hours.
25. The Lessee shall ensure that the doors of its Premises are closed and locked and that all water faucets, water apparatus, and utilities are shut off before Lessee and Lessee's employees leave the Leased Premises so as to prevent waste or damage. The Lessee shall make good all injuries sustained by other tenants or occupants of the building or City for any default or carelessness in this regard. On multiple-tenancy floors, the Lessees shall keep the doors to the building corridors and stairs closed at all times except for ingress and egress.
26. The Lessee shall not install any radio, television, or other data transmission antenna, or any satellite dish, loudspeaker, or any other device on the roof or exterior walls of the building, without the prior written consent of the City. No television, radio, or recorder shall be played in such a manner as to cause a nuisance to any other tenant.
27. The Lessee shall not be permitted, nor permit any employee or invitee, to canvas, solicit, distribute of handbills or any other written material and peddling in the building are prohibited, and each tenant shall cooperate to prevent the same.
28. The City shall have the right to designate and restrict the areas available within the [PROPERTY ADDRESS] property for the parking of vehicles by Lessee, its employees, agents, visitors and invitees (customers and clients). No overnight parking will be allowed without the prior written consent of the City.
29. The Lessee and Lessee's employees shall park in the front lot, allowing invitees (customers and clients) the opportunity to park near the building. There will be no assigned spaces, unless otherwise assigned by the City. Lessees will keep an inventory of Lessee's employees' vehicles.

ATTACHMENT C

Certificate of Insurance

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, provides notice of Tenant's interest in the leased premises and of the existence of the lease. In accordance with 27 V.S.A. § 341, the lease entered into by the parties is described as follows:

1. Names of the parties.

A. Landlord's Name: The City of Burlington, Vermont

B. Tenant's Name: [Tenant's Corporate Name]

2. Statement of the rights of a party to extend or renew the lease. Upon mutual agreement of the Parties, this lease may be extended for a one (1) year renewal term. The renewal term shall automatically commence upon the expiration of the initial term under the same terms contained herein, except that either Party may decline the extension by providing 60 days written notice to the other Party.

3. Parties' addresses set forth in the lease.

A. Landlord's Address: Burlington City Hall, 149 Church Street, Burlington, Vermont, 05401.

B. Tenant's Address: [Tenant's Address. May be the leased address]

4. Date of the execution of the lease. [Date]

5. Term of the lease, the date of commencement, and the date of termination.

A. Term of the lease: [Duration of lease, e.g. 2 years]

B. Date of commencement: [Date]

C. Date of termination: [Date]

6. Description of the real property as set forth in the lease. The City-owned building and ground space known and numbered as [Property Address], Suite [Number] in Burlington, Vermont, which consists of approximately [Number] square feet of building space ("Leased Premises").

7. Statement of the rights of a party to purchase the real property or exercise a right of first refusal with respect thereto. Tenant has *no* rights to purchase the real property. Tenant has *no* rights to exercise a right of first refusal with respect thereto.

8. Statement of any restrictions on assignment of the lease. Tenant shall not assign the lease or sublet any part of the Leased Premises without the expressed written consent of the City.

9. The location of an original lease.

[Department's Name and Address]

IN WITNESS WHEREOF, the parties have executed or have caused this instrument to be executed by their proper officers duly authorized to do so.

THE CITY OF BURLINGTON

By: _____

Name: Mayor Miro Weinberger

Title: Mayor of the City of Burlington, Vermont

Address: 149 Church St, Burlington, VT 05401

State of Vermont, County of Chittenden. This record was acknowledged before me on _____
(date) by Miro Weinberger as the Mayor of the City of Burlington, Vermont.

Signature of Notary Public: _____

Stamp or certificate number: _____

Title of office: _____

My commission expires: _____

[TENANT'S NAME]

By: _____

Name: _____

Title: _____

Address: _____

State of Vermont, County of _____. This record was acknowledged before me on _____
(date) by _____ (authorized signatory's name).

Signature of Notary Public: _____

Stamp or certificate number: _____

Title of office: _____

My commission expires: _____

Exhibit D

Livable Wage Ordinance

Certification of Agreement to Comply with the City of Burlington's Livable Wage Ordinance

I, _____, on behalf of _____ ("the Contractor"), in connection with a contract for _____

services to be provided to the City of Burlington ("the City"), hereby certify, under oath, that the Contractor (and any of its subcontractors or subgrantees under this contract) shall comply with the City's Livable Wage Ordinance ("LWO"), B.C.O. 21-80 et seq., and that:

- (1) The Contractor shall pay all "covered employees" as defined by the LWO (including covered employees of subcontractors or subgrantees) a livable wage (as determined, or adjusted, annually by the City's chief administrative officer), and shall provide required paid time off for the term of the contract (*or the duration of the contracted project*);
 - (a) Full-time employees are entitled to 12 days of paid time off per year; and
 - (b) Part-time employees are entitled to 12 days of paid time off per year on a prorated basis;
 - (c) For a covered employer that provides employer assisted health care, the livable wage shall be at least \$16.98 per hour; and
 - (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$18.09 per hour.
- (2) The Contractor shall post a notice regarding the applicability of the LWO in the workplace or in other locations where covered employees normally work, and where such notice can be readily seen;
- (3) Upon request of the City's chief administrative officer, the Contractor, for itself and, as applicable, for any of its subcontractors or subgrantees, shall provide payroll records, health insurance enrollment records, and other relevant documentation, as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of the City's request;
- (4) The Contractor shall cooperate in any investigation conducted pursuant to the LWO by the City's designated accountability monitors or the City's Office of City Attorney & Corporate Counsel;
- (5) The Contractor shall not retaliate, nor allow any of its subcontractors or subgrantees to retaliate, against an employee or other person because such employee or person has exercised rights or is planning to exercise rights protected under the LWO, or has cooperated in an investigation conducted pursuant to the LWO;

(6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The Contractor is liable for violations of the LWO committed by its covered subcontractors.

Date: _____

By: _____
Contractor, or its duly authorized agent

Subscribed and sworn to before me:

Date: _____

Notary Public

WHEN

employer ***does not provide***
employer

assisted health insuranc

