

LEASE

This lease made between the SIXTH TAXING DISTRICT OF THE CITY OF NORWALK, CONNECTICUT, acting herein by its Commissioners, Tammy Langalis, Mike Barbis and John Ignieri (the “Lessor”) and the ROWAYTON GARDENERS (“RG”), a 403c(3) organization organized under the laws of Connecticut and located in Norwalk, Connecticut acting through its President and duly authorized agent (the “Lessee”),

- 1. In consideration of the rent of \$1 per year, payable on the first day of January each year and the terms, conditions, covenants and agreements hereinafter contained, the Lessor has leased and does hereby lease to the Lessee for its exclusive use:**

The premises known as the Potting Shed, including the attic and the basement, the glass House and the adjoining work room and storage area which is approximately 42 feet by 59 feet and the adjoining vegetable garden (the “Premises”). This Lease replaces the Memorandum of Understanding entered into between the parties on February 16, 2014, a Copy of which is attached as exhibit A.

- 2. The term of this lease shall be for three (3) years with a mutually agreeable one (1) year renewal but shall be subject to either party providing one years’ prior written notice of its intent to revise or suspend this Lease.**
- 3. The Lessor shall provide all exterior services relating to a sound structure and address all exterior maintenance concerns.**
- 4. The Lessee has installed at its own expense an electrical panel upgrade to support its use of the Premises and will pay for the electricity used as shown in an electrical meter installed for this purpose.**
- 5. The Lessee will be responsible for the stewardship and general management of the Premises. The Premises will be used for the Lessee’s high quality education and garden inspired programming, including its youth activities, adult events and education and its fund raising activities, all in furtherance of its mission statement, of stimulating the knowledge and love of gardening, aiding in the preservation of native plants, encouraging conservation and civic planting and sharing in the advantage of association.**
- 6. The Lessee will be responsible for the upkeep of the interior space and management of all aspects of the Premises use. All programming dates and information will be forwarded to the Lessor for the town calendar. The Lessee understands that other community organizations will be using the Community Center other than the Premises and its activities will need to be coordinated with those**

other activities in terms of parking, restroom facilities and activities occurring at the Community Center.

7. The Lessor covenants that it has the right to lease the Premises to the Lessee and subject to the conditions articulated in this Lease to occupy, possess and enjoy the Premises during the term of this Lease. Any work on trees and grounds surrounding the Premises should be coordinated with the Lessee. Lessor further covenants that it will make any repairs to the Premises' facility which relate to safety of its use by the Lessee.
8. The Lessee covenants to pay the rent as provided herein, that it will not commit or permit waste or injury or misuse of the Premises, that it will not sublease the Premises, make alterations to the Premises or use the Premises for any purpose other than those of the Lessee without written permission from the Lessor and will deliver the Premises to the Lessor at the end of the Lease in as good condition as it is in currently, ordinary wear, fire and other unavoidable casualties excepted.
9. Lessee further covenants that it will use the premises in compliance with all laws ordinances and regulations of Federal, State, County and Municipal authorities and with any direction of any public officers pursuant to law which could impose any violation, order or duty upon the Lessor or Lessee in conjunction with the Premises, or the use or occupation of the Premises. Lessee covenants that it shall use the Premises in compliance with fire insurance policies maintained by either party.
10. The Lessor grants to the Lessee the right to make alterations and improvements within the Premises during the term of this Lease provided the Lessor has approved the alteration or improvement in writing. If the Lessor has granted consent to the alteration or improvement in the Premises subject to conditions, including the removal of any such alteration or improvement at the conclusion of the Lease, and the improvement or alteration's removal damages the Premises, the Lessee will repair any such damage or otherwise satisfy the conditions of such approval. Any alterations or improvements left in the Premises at the termination of this Lease, shall belong to the Lessor absolutely.
11. The Lessor grants to the Lessee the right to make alterations and improvements within the Premises during the term of this Lease provided the Lessor has approved the alteration or improvement in writing. If the Lessor has granted consent to the alteration or improvement in the Premises subject to conditions including the removal of any such alteration or improvement at the conclusion of the Lease, and the improvement or alteration's removal damages the Premises, the Lessee will repair any such damage or otherwise satisfy the conditions of such approval. Any alterations or improvements left in the Premises at the termination of this Lease, shall belong to the Lessor absolutely.
12. The Lessor shall have the right to enter the Premises for the purpose of inspecting the same or of making repairs or alterations necessary or proper for preservation of safety so long as such activity does not impair the use by Lessee.
13. Lessee covenants and agrees to save harmless Lessor from any and all responsibility which may arise from Lessee's use of the Premises to any person or property which shall result from the negligent operation and maintenance of the Premises.

14. Lessee agrees to obtain and maintain insurance coverage for the benefit of the Lessee and Lessor to cover loss and injury resulting from the Lessee's usage of the Premises in the amounts of \$1,000,000. The Lessor's existing property-wide insurance policy will also extend to the Premises. The Lessor or its agents shall not be liable for any damage to property of the Lessee or others, nor for the loss of or damage to any property of the Lessee or others by theft or otherwise unless such damage has been caused by or due to the negligence of the Lessor or its agents, servants or employees.
15. The Lessee shall be permitted to place an exterior sign on the Premises to indicate the Premises are under the direction and management of the Lessee.
16. The Lessee must give the Lessor immediate notice of any fire or accident on the premises or of any defects contained therein or in any of the fixtures or equipment.

The parties to this Lease have agreed to the terms and conditions of this Lease as indicated by their signatures below on this _____ day of _____, 2016.

Lessee

Lessor

Its President

Its Commissioners