

### **Basic Lease Provisions Proposed for the M&E Property (May 2017)**

1. Term: The term of this lease shall be 3 years from the date of signing, renewable by mutual written agreement between the City and FOF for an additional term of up to 15 years.
2. Rent: In consideration for the benefits to the City and the public in improvements to the land provided by the Tenant, and in consideration that commercial activity is prohibited on the property, the Tenant will not be charged rent.
3. Use: The use of the property shall be as set forth in the Scope of Work, attached hereto. Additional uses of the property shall be only with written permission of the City. Use of the property will conform to all City regulations, zoning restrictions, and other requirements.
4. Sublease: The Tenant shall not sublet the property or any portion thereof without mutual written consent from the City and FOF.
5. Improvements: Any improvements by the Tenant shall:
  - a. Comply with the restrictions applicable to the premises in the transfer of ownership to the City, as well as the Master Lease and Management Agreement between the City and FOF.
  - b. Be approved by FOF and the City and be within the Scope of Work.
  - c. Comply with any permit requirements under City code or state or federal law.
  - d. Be temporary, unless permitted by written mutual consent of the City and FOF.
  - e. Be removed by the Tenant at such time as the lease is terminated unless the City and FOF agree in writing to retain said improvements. In the event the Tenant does not remove said improvements, FOF and the City may remove them and any cost incurred shall be paid by the Tenant.
6. Insurance: The Tenant shall provide insurance required the City and FOF and provide written proof thereof.
7. Default: In the event of any failure by the Tenant to comply with the terms of this lease, FOF and the City shall give 60 days' notice to comply or vacate the premises. If the Tenant shall fail to comply by the end of the 60 days, FOF and the City may terminate this lease.
8. Termination by Tenant: The Tenant may terminate this lease by giving written notice of Intent to Terminate a minimum of 180 days in advance of the date of termination. Subsequent to such notice, the Tenant shall continue to comply with all requirements of this lease.