

LEASE SUMMARY
RE: LEASE: ST. JOHN'S ROMAN CATHOLIC CHURCH

TYPE OF CONTRACT: Lease

GOVERNING LAW: State of Connecticut

PARTIES:
(1) St. John's Roman Catholic Church ("Lessor")
(2) City of Stamford ("Lessee")

PURPOSE: As a public parking lot for the parking of motor vehicles

PREMISES: **Parking lot** between Tresser Boulevard and Bell Street, Stamford, CT, as shown on Schedule A

CONTRACT PRICE/RENT: \$180,000.00 for the entire term (\$5,000.00 per month), beginning retroactively from January 1, 2014

COMMENCEMENT DATE: January 1, 2014

PERIOD/END DATE: December 31, 2016

IMPORTANT TERMS/CONDITIONS PRECEDENT: Both Lessor and City to notify Tax Assessor upon termination of lease regarding use of premises as public parking lot
Lessor to have use of premises in common with City on Sunday from 12:00 noon to 7:00 p.m. and on each Saturday and Holy Day of Obligation
City's obligation to make payments dependent upon necessary approvals and appropriations

APPROVALS REQUIRED: Approval of: Planning Board, Board of Finance, Board of Representatives and Mayor

CITY'S COVENANTS:

- City agrees to police, light and maintain premises, including contiguous driveway and walkway
- City agrees to provide all necessary services in connection with use of premises, including cleaning, maintenance, snow removal and sign installation
- City to pay all utility charges for lighting premises
- City will not allow unlawful use of premises or any condition that would void insurance
- City responsible for ticketing and towing of illegally parked vehicles
- City will not make substantial improvements without approval of Lessee
- City responsible for all maintenance and operation of premises
- City will keep the premises in good repair and condition
- City will remove all signage upon termination of lease

LESSOR'S COVENANTS: (ST. JOHN'S)

- Quiet Enjoyment of premises (Lessor will not interfere, expel or hinder except as permitted in Lease or by law).
- Lessor to pay all real estate taxes on premises
- Lessor shall refrain from making gifts to any City official or employee during term of Agreement

RIGHTS TO ASSIGN: Agreement silent

SUBLETTING: Agreement silent

INSURANCE: -City must hold:

- (1) Commercial General Liability insurance: \$3 million minimum
- (2) Automobile Liability Insurance: \$1 million minimum
- (3) Employer's Liability Insurance: \$1,000,000 minimum
- (4) Workers' Compensation Insurance

INDEMNIFICATION:

- City shall indemnify the Lessor against claims and suits arising out of the City's negligence in connection with the use of the premises or non-compliance with the Agreement.
- Lessor shall indemnify the City against claims and suits arising out of Lessor's negligence during Lessor's non-exclusive use of the premises.

POWERS TO TERMINATE: Either party may terminate at any time on 30 days' written notice