

**LEASE SUMMARY**

**RE: LEASE: THE HONORABLE JIM HIMES**

**TYPE OF CONTRACT:** Lease

**GOVERNING LAW:** State of Connecticut

**PARTIES:** (1) City of Stamford  
(2) The Honorable James A. Himes ("Lessee")

**PURPOSE:** General office purposes

**PREMISES:** **Office space** on 10<sup>th</sup> Floor at 888 Washington Boulevard, Stamford, CT

**CONTRACT PRICE/RENT:** \$733.00 (Seven Hundred and Thirty Three dollars) per month for the first year of the lease and \$769.00 (Seven Hundred and Sixty Nine dollars) per month for the second year of the lease.

**COMMENCEMENT DATE:** Date of Execution of Lease

**PERIOD/END DATE:** December 31, 2010. Term may not exceed constitutional term of the Congress to which Lessee has been elected.

**RENEWAL:** None provided in lease

**IMPORTANT TERMS/CONDITIONS PRECEDENT:**

- No pecuniary benefit must accrue to any officer, director or trustee of the Lessee as a result of the use of the Premises unless pre-approved.
- Lessee responsible for all major and minor repairs inside premises.
- City makes no warranties about the condition of the premises. Lessee takes the premises "As Is".
- Lessor acknowledges that neither the U.S. House of Representatives ("House") nor its officers liable for performance of Lease.

**APPROVALS REQUIRED:** Approval of: Planning Board, Board of Finance, Board of Representatives, the Mayor & the Office of Administrative Counsel of the Chief Administrative Officer of the U.S. House of Representatives.

**CITY'S REPRESENTATIONS:**

- Quiet Enjoyment of premises (City will not interfere, expel or hinder except as permitted in Lease or by law).
- approval of Director of Operations
- City will maintain public and common areas of building in good order

**LESSEE'S COVENANTS: (JAMES A. HIMES )**

- Lessee will not to commit Waste to the premises.
- Lessee will not assign the lease to a 3<sup>rd</sup> party in any way except as provided in Lease.
- Lessee will not make alterations or improvements without approval of Director of Operations
- Lessee will keep the premises in a clean and tidy condition.
- Lessee will not remove any approved improvements without consent of Lessor.

**RIGHTS TO ASSIGN:**

- Lessee has no right to assign the lease.
- In the event Lessee dies, resigns or is removed from office during the Term, the clerk of the House may either (a) terminate the Lease, or (b) assume the obligations of the Lease for no more than 60 days following the election of Lessee's successor (in District Office Lease Attachment).

**SUBLETTING:** Sublease must be pre-approved by the City.

**INSURANCE:** Federal Tort Claims Act, 28 U.S.C. §§ 2671-80 satisfies any obligations of Lessee to purchase private liability insurance (in District Office Lease Attachment).

**INDEMNIFICATION:** Lessee shall not indemnify the City against claims and suits to third parties arising out of its tenancy. City liable for any injuries caused by its failure to maintain public and common areas of building, including sidewalk and parking areas.

**CITY'S POWERS TO TERMINATE:**

- If Lessee is in breach or default under the lease.
- If Lease passes to anyone other than Lessee by operation of law
- Any termination notice must be filed with U.S. House of Representatives.

**RIGHT OF RE-ENTRY** City may re-enter and recover possession of the premises without issuing a formal Demand for rent. Lessee waives its right to receive a Demand for rent.