

**LEASE AGREEMENT BY AND BETWEEN
THE CITY OF STAMFORD
AND
DOMUS KIDS, INC.
RE: 35 CRESCENT STREET
(THE GLENBROOK COMMUNITY CENTER)**

THIS LEASE is made the _____ day of _____, 2026, by and between the **City of Stamford** (hereinafter the “Lessor”), a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with a principal place of business located at 888 Washington Boulevard, Stamford, Connecticut, and acting herein by Caroline Simmons, its duly-authorized Mayor, and **Domus Kids, Inc.** (hereinafter the “Lessee”), a non-profit domestic corporation with a principal place of business located at 35 Crescent Street, Stamford, Connecticut, and acting herein by Michael Duggan, its duly-authorized Executive Director, both sometimes referred to herein, singularly, as a “Party” or, jointly, as the “Parties.”

WITNESSETH

WHEREAS, The Lessor issued Request for Proposals No. 2026.0140 on September 11, 2025, for Activation of 35 Crescent Street (hereinafter the “Lessor’s RFP No. 2026.0140”);

WHEREAS, The Lessee submitted a proposal in response to the Lessor’s RFP No. 2026.0140 on October 9, 2025 (hereinafter the “Lessee’s Proposal”); and

WHEREAS, The Lessor has accepted the Lessee’s Proposal pursuant to the terms hereinafter set forth.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Incorporation of Recitals.** The above recitals are contractual in nature and are hereby incorporated into this Lease.
2. **Approvals.** This Lease is subject to the approval of the City of Stamford Planning Board, Board of Finance, and Board of Representatives.
3. **Lease Documents.** The Lease Documents consist of this Lease and the following exhibits and schedules:

Exhibit A – The Lessor’s RFP No. 2026.0140;

Exhibit B – The Lessee’s Proposal;

Exhibit C – The Lessee’s Approved Certificate of Insurance (COI);

Exhibit D – The Lessor’s written Notice to Take Possession, once issued to the Lessee; and

Schedule A – Property Description;

all attached hereto and hereby made a part hereof as if fully set forth herein. To the extent there are any conflicts between the terms or provisions of the Lease Documents, the order of precedence shall be: (1) the Lessor’s Notice to Take Possession; (2) this Lease; (3) the Property Description; (4) the Lessor’s RFP No. 2026.0140; (5) the Lessee’s Proposal; and (6) the Lessee’s Approved Certificate of Insurance (COI).

4. **Demised Premises.** The Lessor hereby leases and demises to the Lessee and the Lessee hereby takes from the Lessor, the premises commonly known as the Glenbrook Community Center at 35 Crescent Street, Stamford, Connecticut (hereinafter the “Demised Premises”), which consists of a 22,040 square foot building on .96 acres of land, and which is more particularly described in the Property Description attached hereto as Schedule A.

5. **Term.** The term of this Lease (hereinafter the “Term”) shall commence when the Lessor allows the Lessee to take possession of the Demised Premises (the “Commencement Date”) and terminate twenty (20) years thereafter, unless sooner terminated pursuant to the terms of this Lease. The Lessor shall give the Lessee a written Notice to Take Possession of the Demised Premises after obtaining a certificate of occupancy, which Notice shall be included as a Lease Document and shall serve as the memorialization of the Commencement Date. Provided the Lessee is not in default of this Lease beyond any notice and cure period, the Parties may, by mutual agreement, extend the Term for two additional periods of five (5) years each, provided that all other terms of this Lease remain the same. No single such extension shall be for greater than five (5) years and, under no circumstances, shall the total Term, including any extensions, exceed thirty (30) years.

6. **Rent.** In consideration of being granted this Lease, the Lessee shall provide valuable consideration to the Lessor in the form of (i) One Dollar (\$1.00) per year, first due and payable on the Commencement Date and then on every anniversary thereof, and (ii) the operation and management, of the Programs at the Demised Premises, as further defined as the Use below, (hereinafter collectively the “Rent”).

7. **Use.** The Lessee shall use the Demised Premises to house its administrative offices, facilitate use of the community space(s) to the general public and to provide workforce development programs, school engagement support services outside of school hours, special events and recreational activities to support the operation of a not-for-profit community center that shall provide only social, recreational, educational and workforce development services to the general public and may engage

in fundraising activities related thereto, all as set forth in greater detail in the Lessor's RFP No. 2026.0140 attached hereto as Exhibit A and the Lessee's Proposal attached hereto as Exhibit B, (hereinafter the "Programs") and for no other purpose whatsoever. Lessor represents that the Lessee's Use is permitted by applicable law, rules and regulations and there are no restrictions on such Use at the Demised Premises. The Lessee shall be responsible for the administration and supervision of the Programs conducted therein at its sole cost and expense and shall notify the Lessor as soon as practicable of any significant events affecting its organization that might have a material effect on the Lessee's provision of the Programs. No use shall be permitted on the Demised Premises wherein any pecuniary benefit accrues to any officer, director, or trustee of the Lessee, unless such use is specifically pre-approved in writing by the City of Stamford Director of Operations.

8. **Financial and In-Kind Assistance.** Pursuant to the City of Stamford Charter Section C1-60-5 and the City of Stamford Code of Ordinances Section 23-32, and subject to an annual appropriation pursuant to the process set forth in the City of Stamford Charter and Code of Ordinances, the Lessor shall provide Fifty Thousand Dollars (\$50,000.00) each year of the Term to the Lessee to assist with the Demised Premises repairs and maintenance expenses.

9. **No Exclusive Right to Operate the Programs.** Nothing contained herein shall grant the Lessee the exclusive right to operate the Programs on behalf of Lessor. Lessor may enter into similar agreements with other parties at its sole discretion on an as-needed basis for similar or same programs, provided, however, that such programs operated by other parties shall not be operated at the Demised Premises.

10. **Lessee Representatives, Personnel and Background Checks.** All appointments of representatives or personnel of Lessee assigned in any manner to the Demised Premises are subject to background checks at the sole option of Lessor. Lessee and any such representatives or personnel shall fully comply with Lessor's request for any such checks. The following representative of Lessee is hereby authorized to act on behalf of Lessee with respect to the Use and operation of the Programs at the Demised Premises and shall have full authority to accept instructions, make decisions, communicate for and act on behalf of Lessee at all times:

Mike Duggan, Executive Director

Phone: (203) 324-4277 x12

Fax: (203) 324-2990

Email: mduggan@domuskids.org

11. **Quiet Enjoyment.** The Lessee, provided it is not in default hereunder beyond any applicable notice and cure period, shall peaceably and exclusively hold, occupy and enjoy the Demised Premises for the Term without hindrance, ejection or interference except as otherwise provided in this Lease or as permitted by law.
12. **Assignment.** The Lessee shall not assign this Lease or any interest therein.
13. **Subletting.** The Lessee shall not sublease, permit, or license the Demised Premises or any part thereof unless:
- a. Such sublease, permit or license shall comport with the Use permitted by this Lease in the reasonable judgment of the City of Stamford Director of Operations;
 - b. Such sublease, permit or license shall be in writing and be pre-approved by the City of Stamford Director of Operations, which pre-approval shall not be unreasonably withheld, conditioned or delayed;
 - c. Such sublease, permit or license shall not be for a period of greater than three (3) years;
 - d. Such sublease, permit or license provides that the sublessee, permittee or licensee shall indemnify and hold the City of Stamford, the Stamford Public Schools, their officers, agents, employees, elected officials and Boards harmless from any and all liability arising from any such use of the Demised Premises;
 - e. Such sublease, permit or license shall contain any and all insurance coverage(s) reasonably required by the City of Stamford Risk Manager; and
 - f. All cash, in kind or other compensation to be provided to the Lessee shall be specifically reflected in the books and records of Lessee.
14. **Lessee's Covenants.** The Lessee agrees, warrants and represents that it shall commit no waste to the Demised Premises, nor suffer the same to be committed thereon, nor injure nor misuse the same; and further agrees, warrants and represents that the Lessee has neither the right nor the power to assign or hypothecate this Lease in any way whatsoever, except as otherwise provided in this Lease, nor to make any interior or exterior improvements or alterations of any kind to the Demised Premises, except usual and customary minor alterations and repairs and maintenance, without the written approval of the City of Stamford Director of Operations or their designee, nor use the same for any purposes except as those expressly authorized herein per the Use. The Lessee shall keep the Demised Premises in good condition, free of debris, in a manner safe and adequate for the Use and Programs hereby

authorized. The Lessee shall deliver the Demised Premises up to Lessor upon the expiration or earlier termination of this Lease in reasonably good condition, normal wear and tear excepted, and the Lessee shall have no right nor obligation to remove any improvements to the Demised Premises. Likewise, any fixtures, equipment, furnishings, supplies or inventory which are purchased or obtained, during the Term, by or for the Lessee utilizing any City of Stamford operating or other revenue funds, including but not limited to state and federal funds administered by the City of Stamford, shall become the property of Lessor upon the expiration or sooner termination of this Lease in good condition, normal wear and tear excepted, at the option of Lessor.

15. **Compliance with Laws.** Lessee shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, charters, statutes, codes, orders, policies and procedures in the Use of the Demised Premises or the operation of the Programs and any costs for non-compliance or violation of the same shall be solely the responsibility of the Lessee.

16. **Pre Commencement Date Work.** The Lessor shall perform all work necessary to bring the Demised Premises into compliance with local building codes, obtain a certificate of occupancy allowing the legal occupancy and use of the Demised Premises and deliver the Demised Premises to the Lessee in “move in ready” condition (the “Pre Commencement Date Work”). The Pre Commencement Date Work shall be funded by the Parties pursuant to the follow schedule:

\$0.00 to \$2,500,000.00 funded by the Lessor;

\$2,500,00.01 to \$3,000,000.00 funded by the Lessee; and

\$3,000,00.01 to \$4,000,000.00 funded by the Lessor.

Within one hundred and eighty (180) days after the Lessee signs this Lease, Lessor shall present the Lessee with a scope of work and budget for the Pre Commencement Date Work. Either Party may terminate this Lease without further obligation should the cost of the Pre Commencement Date Work exceed \$4,000,000.00 in which event neither Party shall be entitled to damages of any kind from the other Party as a result of such termination.

17. **Condition and Acceptance of the Demised Premises.** By taking possession of the Demised Premises after the Lessor has completed the Pre Commencement Date Work and obtained a certificate of occupancy, the Lessee agrees, warrants and represents that it has examined the Demised Premises and that the Demised Premises are suitable for the Lessee’s Use and Programs. No agreements, promises, covenants, warranties or representations have been made by the Lessor as to the condition of said Demised Premises upon which the Lessee has relied in entering into this Lease, and Lessee agrees to take the Demised Premises “As-Is” in its present and existing condition. Should the Demised

Premises be partially damaged or rendered unfit for use by fire or other cause, the Lessor shall have no obligation to repair any damage, and either the Lessor or the Lessee may terminate this Lease immediately and the Lessee hereby waives any claim to compensation or reimbursement from the Lessor for the Lessee's damages, costs, expenses or losses of any kind, including, but not limited to, loss of the fair market value of the Demised Premises, loss of the Use or operation of the Programs.

18. **Eminent Domain and Condemnation.** In the event the whole or any part of the Demised Premises shall be taken under any power of eminent domain or condemnation, and such taking materially and adversely impacts the permitted Use, either Lessee or Lessor may terminate this Lease immediately and the Lessee hereby waives any claim to compensation or reimbursement from the Lessor for the Lessee's damages, costs, expenses or losses of any kind, including, but not limited to, loss of the fair market value of the Demised Premises, loss of the Use or operation of the Programs.

19. **Repairs, Maintenance and Utilities.** Lessor shall have the right, but not the obligation, to make any and all capital improvements to the Demised Premises at its sole discretion and expense after reasonable prior notice to Lessee, using all reasonable efforts to minimize interference with Lessee's Use and Programs. Lessee shall be responsible for: (i) maintaining the structural components of the Demised Premises, including, but not limited to the roof, floors and foundation, interior and exterior walls, floors, columns, beams and weathertightness of the building; (ii) all capital replacements of the building systems, including, but not limited to HVAC, mechanical, electrical, plumbing, boiler, furnace and fire/life safety (the "Building Systems"); and (iii) all work necessary for connections and maintenance of utilities within or to the Demised Premises. Lessee shall not make major repairs, capital improvements, interior alterations, exterior alterations or exterior decorations to the Demised Premises without the prior written approval of the City of Stamford Director of Operations or their designee. Notwithstanding the foregoing, in the event any payment or expenditure required of Lessee pursuant to this section is not considered to be in the Lessee's best interest, in the Lessee's sole discretion, the Lessee may terminate this Lease, cease the Programs and vacate the Demised Premises. Upon such termination and vacating, the Lessee's obligations pursuant to this section shall also cease and terminate.

The Lessee shall use all Building Systems in a safe, reasonable, and customary manner consistent with their intended use and all applicable laws, codes, and manufacturer guidelines and shall be solely responsible for performing all routine maintenance functions, making routine minor repairs and providing utilities to or within the Demised Premises including, but not limited to:

- a. Maintaining and repairing the grounds, parking lots and sidewalks;

- b. Maintaining and repairing the Building Systems;
- c. Making non-structural repairs to interior and exterior walls and glass, including mirrors;
- d. Providing all utilities, including, but not limited to, water, sewer, electricity, heat, air conditioning, fuel oil, gas and internet access;
- e. Providing custodial services, janitorial supplies, refuse collection and removal, groundskeeping, landscaping, snow and ice removal and any other service agreements;
- f. Providing daily security and ensuring that the security systems and any modifications thereto are approved by the City of Stamford Director of Operations or their designee;
- g. Performing normal building systems operation oversight, minor trouble shooting and life safety system monitoring;
- h. Keeping doors, windows and all other fenestrations closed and locked when the Demised Premises is unoccupied and, when occupied, closed when not actively being used for immediate egress or ingress; and
- i. Performing cosmetic maintenance, including, but not limited to, flooring, ceiling tiles, paint, interiors, etc., all of which shall be in keeping with the Demised Premises prescribed esthetic.

To assure compliance with these maintenance and repair obligations, the Lessee shall provide the Lessor with a comprehensive facility maintenance plan (the "Maintenance Plan") that address the Lessee's repair and maintenance obligations pursuant to this Lease. Said plan shall be delivered to the City of Stamford Director of Operations on or before the Commencement Date and if updated, thereafter, on or before July 1st of each year of the Term. The Maintenance Plan shall include provisions for conducting building assessments with the City of Stamford Director of Operations or their designee at intervals agreed upon by the Parties.

The Lessee shall timely notify the Lessor of any repair or maintenance concerns via the City of Stamford Facilities Work Order System. Lessee shall not retain any service providers or repairmen or perform any repairs or maintenance without the prior approval from and supervision of the City of Stamford Director of Operations or their designee. All such work must comply with State building codes, City of Stamford Public Health Codes and the City of Stamford Zoning Regulations. Ordinary minor maintenance, such as reactive or emergency maintenance may be conducted by the Lessee staff,

but must still be communicated to the Lessor via the City of Stamford Facilities Work Order System. In the event of an emergency posing an immediate threat to life, safety, or significant property damage, the Lessee may take reasonable temporary measures to mitigate harm (ex. shutting off accessible controls), provided that the Lessee does not perform repairs or alterations and notifies the City of Stamford Director of Operations or their designee immediately.

Should the Lessee fail to perform any of the repair or maintenance obligations of this Lease after having received thirty (30) days' notice thereof from the Lessor, the Lessor shall have the right to self-perform those repairs and/or maintenance and the Lessee shall be responsible to the Lessor for all costs and expenses related thereto. Any monies so owed to the Lessor by the Lessee may be deducted from the Lessor's Financial and In-Kind Assistance to the Lessee as set forth in Section 8 above.

20. **Signage.** Any and all signage installed by the Lessee at or on the Demised Premises shall comply with the City of Stamford Charter, Code of Ordinances, Building Code and Zoning Regulations. All signs shall be maintained by Lessee at its sole expense in a first-class and safe condition and appearance. Upon the expiration or earlier termination of this Lease, Lessee shall remove all of its signs at its sole cost and expense and shall repair any damage to the Demised Premises, inside or outside, resulting from the erection, maintenance or removal of any signs.

21. **Personal Property.** All of the Lessee's personal property of every kind and description, which may at any time be in, on or upon the Demised Premises, shall be at the Lessee's sole risk with respect to loss by theft, except when due to the Landlord's negligent or intentional acts or omissions.

22. **Mechanic's Liens.** In the event that any mechanic's lien is filed against the Demised Premises as a result of alterations, additions or improvements made by Lessee which are not bonded or otherwise released after thirty (30) days, Lessor, at its option, may pay the said lien provided that Lessor reasonably determines after inquiring into the validity thereof that the lien is valid and the amount claimed is due, and Lessee shall forthwith reimburse Lessor the total expenses incurred by Lessor in discharging the said lien. Any amounts so owed by Lessee to Lessor pursuant to this section shall be considered additional Rent.

23. **Books, Records and Audits.** Lessee shall maintain separate books and records for the income and expenditures, assets and liabilities, of its Use of the Demised Premises and the operation of the Programs. Such books and records shall include separate accounts from its organization wide operations and programs, if applicable. Lessee shall provide Lessor open and regular access to such books and records, as well as the books and records of its organization wide operations and programs,

upon request of Lessor. Lessee shall provide a copy of its duly filed IRS form 990 Return of Organization Exempt From Income Tax to the Lessor each year during the Term of this Lease.

24. **Access to Premises.** Lessor and its employees, officers, agents and independent contractors shall have the right to enter and inspect the Demised Premises at any reasonable time during business hours after reasonable prior oral or written notice to the Lessee, or at any time in case of emergency, for the purpose of ascertaining the condition of the Demised Premises, curing a default on the part of the Lessee at the Lessee's sole cost and expense after not less than the thirty (30) day cure period has expired after written notice and such default remains uncured after a second written notice, or making major repairs and capital improvements. Lessor shall have a copy of the most current key(s) along with any access and security codes to the Demised Premises for the purposes set forth in this paragraph. Lessor shall have access and use of the gym, any designated community spaces and the parking lot of the Demised Premises for voting on primary and elections days, from noon the day before until noon the day after, provided Lessor gives at least six (6) weeks' notice of its intention to do so.

25. **Confidentiality and Proprietary Rights.** Each Party (the "Receiving Party") understands that the other Party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of the Lessee includes non-public information regarding features, functionality and performance of the Program(s) (the "Lessee's Data"). Proprietary Information of Lessor includes non-public data provided by the Lessor to the Lessee to enable the Program(s) (the "Lessor's Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information and (ii) not to use (except in performance of the Scope of Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. The Lessor shall own all right, title and interest in and to the Lessor's Data. The Lessee shall own and retain all right, title and interest in and to the Lessee's Data. No rights or licenses are granted except as expressly set forth herein; reasonably exercised.

26. **Morals Clause.** Neither Lessee, Lessee's Representatives nor Lessee's personnel, as defined in Section 10, above, shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the reputation and goodwill associated with Lessor. If Lessee, Lessee's Representative or Lessee's personnel is accused of any act involving moral or ethical issues, dishonestly, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the community and/or Lessor or Lessee, Lessee's Representative or Lessee's personnel is accused of performing or committing any act which could adversely impact Lessee's Use, events, Programs, services, or reputation, Lessor shall have the right to terminate this contract upon fifteen (15) days written notice specifying the reason, within which period Lessee may cure such offense. The determination of whether and to what extent the offense is cured shall be made by Lessor at its sole discretion.

27. **Gifts.** During the term of this Lease, including any extensions, Lessee shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of The City of Stamford or the Stamford Public Schools or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to Lessee shall include its members, officers, directors, employees, and owners of more than 5% equity in Lessee.

28. **Code of Ethics.** The Lessee shall not use its status as a lessee of the Lessor to derive any interest(s) or benefit(s) from other individuals or organizations and the Lessee shall comply with the prohibitions set forth in the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances.

29. **Default and Damages.** If after not less than thirty (30) days written notice from Lessor, Lessee should be in breach or default of or violate any of the terms and conditions of this Lease, or if the Lessee should assign or hypothecate this Lease or sublet the Demised Premises in a manner not provided by this Lease or otherwise dispose of the whole or any part of the Demised Premises or make any structural alterations therein without the prior written approval of the Lessor, or shall commit waste or suffer the same to be committed on the Demised Premises or injure or misuse the same, or shall cease to exist as an IRS qualified tax-exempt, not-for-profit corporation, or shall be adjudicated bankrupt, or shall make a voluntary or involuntary assignment of its estate or effects for the benefit of creditors, or if a receiver of Lessee's property shall be appointed, or if this Lease shall by operation of law, devolve upon or pass to anyone other than the Lessee, then this Lease shall thereupon, by virtue

of this express stipulation expire and terminate, at the option of the Lessor, and the Lessor may, at any time thereafter re-enter the Demised Premises and shall have and possess all of the Lessor's former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statutes relating to summary process; it being understood that no demand for rent nor re-entry for condition broken, as at common law, shall be necessary to enable the Lessor to recover such possession pursuant to said statutes relating to summary process, that any or all right to any such demand or any such re-entry is hereby expressly waived by Lessee. Should this Lease be so terminated, the Lessee shall not be relieved of liability to the Lessor for any damages sustained by the Lessor by virtue of any such Default and the Lessee shall compensate the Lessor for any such damages, which obligation to compensate shall survive the expiration or termination of this Lease.

30. **Claims for Damages.** Should either Party to this Lease suffer injury or damage to person or property because of any act or omission of the other Party or of any of its representatives, employees, agents or others for whose acts it is legally liable, a claim for damages shall be made in writing to such other Party within a reasonable time after the first observance of such injury or damage.

31. **Indemnification by the Lessor.** Lessor shall hold harmless, indemnify and, at Lessee's option, defend Lessee, its officers, agents and employees, from any fines, claims, suits, actions, judgments, damages or liability of any kind, including reasonable attorneys' fees and cost of suit, arising out of: (i) the Pre Commencement Date Work and/or (ii) any breach, violation, or non-performance of any covenant or condition of this Lease or for the violation of any applicable law, statute, regulation or order, on the part of Lessor, its agents, employees or officers. The indemnifications agreed to herein by the Lessor shall (i) not extend to any claims, suits, actions, judgments, damages or liability of any kind that may arise from the negligent, reckless or intentional acts or omissions of the Lessee, its officers, employees or authorized agents acting on Lessee's exclusive behalf, (ii) not be limited by any insurance coverage limits required pursuant to this Lease and (iii) survive the expiration or termination of this Lease.

32. **Indemnification by the Lessee.** Lessee shall hold harmless, indemnify and, at Lessor's option, defend Lessor, its officers, agents and employees, from any fines, claims, suits, actions, judgments, damages or liability of any kind, including reasonable attorneys' fees and cost of suit, arising out of: (i) injury or damage to person or property, including death, happening in and on the Demised Premises by reason of any existing or future property condition, defect, matter or thing; (ii) injury or damage to person or property, including death, arising out of the negligent, reckless or

intentional acts or omissions of the Lessee, its employees, officers or agents with regard to the Lessee's occupation of the Demised Premises, Use or operation of the Programs; and (iii) any breach, violation, or non-performance of any covenant or condition of this Lease or for the violation of any applicable law, statute, regulation or order, on the part of Lessee, its agents, employees or officers. The indemnifications agreed to herein by the Lessee shall (i) not extend to any claims, suits, actions, judgments, damages or liability of any kind that may arise from the negligent, reckless or intentional acts or omissions of the Lessor, its officers, employees or authorized agents acting on Lessor's exclusive behalf, (ii) not be limited by any insurance coverage limits required pursuant to this Lease and (iii) survive the expiration or termination of this Lease.

33. **Insurance Requirements.** The Lessee shall procure, at its sole expense, and maintain for the entire Term of this Lease, including any extensions, insurance coverages as set forth in the City of Stamford Insurance Requirements included in the Lessor's RFP No. 2026.0140 attached hereto as Exhibit A. The Lessee shall be solely responsible for ensuring that its subtenants, agents and contractors maintain insurance coverages at levels no less than those required of the Lessee pursuant to this section.

The Lessee shall be responsible for repair and/or replacement of all damage and losses to the Demised Premises, whether insured or not insured, which are suffered after Lessee has taken possession of the Demised Premises. All repairs and / or replacement of damage and losses will be completed as soon as practicable after discovery of the damage and losses by the lessee and Lessor. All repairs and/or replacement of damage and / or losses to the Demised Premises must be approved by and meet the satisfaction of the Lessor.

The City of Stamford and its employees, agents and officers shall be designated as additional insureds under the commercial general liability and automobile liability insurance policies. Thirty (30) days prior written notice shall be provided to the City of Stamford's Risk Manager in the event of cancellation, termination or material change in any terms and conditions of any insurance policies required hereunder.

All insurance coverage and certificates of insurance shall be approved by the City of Stamford Risk Manager prior to commencement of occupancy of the Demised Premises or execution of the Lease. Other insurance reasonable coverages may be required by the City of Stamford Risk Manager, which are predicated upon specific needs.

If, at any time, any of the Lessee's insurance policies shall be or become unsatisfactory to the City of Stamford Risk Manager as to form or substance, or if any insurance company shall become

unsatisfactory to the City of Stamford Risk Manager, the Lessee shall promptly obtain a new insurance policy, submit same to the City of Stamford Risk Manager for approval and submit a certificate thereof as hereinabove required. Failure of the Lessee in the above shall not relieve Lessee from any and all liability under the Lease, nor shall the insurance requirements be construed to conflict with the obligations of the Lessee concerning its liability or indemnification obligations under the Lease.

34. **Holding Over.** In the event that the Lessee shall remain in the Demised Premises after the expiration of the term or earlier termination of the Lease without having executed a new written Lease with the Lessor, such holding over shall not constitute a renewal or extension of this Lease. The Lessor may, at its option, elect to treat the Lessee as one who has not removed at the end of its term, and thereupon be entitled to all the remedies against Lessee provided by law in that situation, or the Lessor may elect to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to the Term and Rent. Provided that Lessee's holding over is due to no fault of the Lessor, the Lessee shall pay the Lessor (i) fair market value rent for the first six (6) months of such hold over and (ii) two (2) times the fair market value rent for all subsequent months for the use and occupancy of the Demised Premises, as set by the City of Stamford Director of Operations, at their sole discretion, to be paid monthly to the order of the "City of Stamford" and prorated for any partial months.

35. **Governing Law and Venue.** The Parties deem this Lease to have been made in the City of Stamford, State of Connecticut, and that it is fair and reasonable for the validity and construction of this Lease to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that these courts are courts of competent jurisdiction, for the purpose of venue, any complaint shall be made returnable to the Judicial District of Fairfield, at Stamford, only or shall be brought in the United States District Court for the District of Connecticut only and shall not be transferred to any other court. The Parties hereby waive any objection which they may now have or will have to the laying of venue of any claims in any forum and further irrevocably submit to such jurisdiction in any suit, action or proceeding.

36. **Notices.** All notices and demands, legal or otherwise, incidental to this Lease, or the occupation of the Demised Premises, shall be in writing, email being acceptable. If the Lessor or its agents desire to give or serve upon the Lessee any notice or demand, it shall be sufficient to send a copy thereof by email, FedEx or other overnight carrier with a return receipt, addressed to the Lessee's Representative as set forth in Section 10 above. All such notices to the Lessor from the Lessee shall be sent by email, FedEx or other overnight carrier with a return receipt to the City of Stamford Director

of Operations, 888 Washington Boulevard, Stamford, Connecticut, 06904, with a copy to the Director of Legal Affairs at the same address.

37. **Non-Appropriation.** Any obligation of Lessor to make payments or expenditures of any kind pursuant to this Lease shall be contingent upon an appropriation being duly approved pursuant to the appropriation process set forth in the City of Stamford Charter and Code of Ordinances. Provided however, in the event that any payment or expenditure required by Lessor pursuant to this Lease is not so appropriated, Lessee may, in its sole discretion, terminate this Lease, cease the Programs and vacate the Demised Premises. Upon such termination and vacating, the Lessee's obligations pursuant to this Lease shall also cease and terminate.

38. **Entire Agreement.** This Lease contains the entire agreement between the Parties and all representations relating to this tenancy or to the Demised Premises are included herein.

39. **Non-Waiver.** The failure of the Lessor to insist upon strict performance of any of the terms, conditions or covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor may have and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions or covenants herein contained, the Lessor reserving the right to require strict compliance therewith at any time, with or without notice except as may be otherwise required herein.

40. **Successors and Assigns.** This Lease shall be binding upon the Parties, their successors, successors and assigns, trustees and legal representatives.

41. **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one Lease. Any signature on a copy of this Lease or any document necessary or convenient thereto sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this Lease. Paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the Parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither Party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Remainder of page intentionally left blank. Signature page follows.

IN WITNESS WHEREOF, the Parties have executed this Lease on the date and year first written above.

CITY OF STAMFORD

Witness:

By _____
Caroline Simmons, Mayor

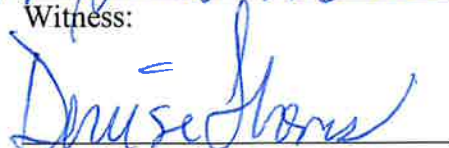
Witness:

DOMUS KIDS, INC.



Witness:

By  _____
Michael Duggan, Executive Director



Witness:

Approved as to Form:

Approved as to Insurance:

Chris Dellaselva
Assistant Corporation Counsel

David Villalva
Risk Manager