

City of Salem, Massachusetts



Request for Proposals

#22-41-260

Caretaker/Tenant of Mack Park House

May 11, 2022

PROPOSALS DUE:

Monday, June 13, 2022 at 11:00am

*Late proposals will be rejected

Anthony Delaney
Purchasing Agent
93 Washington Street, 2nd Floor
Salem, MA 01970
adelaney@salemma.gov
(978) 619-5695

COVER SHEET

CONTACT INFORMATION:

Name of Proposer:	Contact Individual:
Address:	
Phone:	Alternate Phone:
Email Address:	Social Security/Federal Tax Identification Number:
Authorized Signature: _____	



CANDIDATES'S CHECKLIST

Submissions:

- Cover Sheet
- Candidate's Checklist
- Price Proposal Form
- Non-Collusion Form
- Tax Compliance Form
- Certificate of Corporate Bidder (if applicable)
- Reference Form
- Plan of Services

Minimum Requirements:

		Yes	No
1.	Compliance with all submission requirements.		
2.	Candidate must be at least 18 years of age.		
3.	Complies with all criteria listed in 3.1		



PRICE PROPOSAL FORM

Candidate agrees to provide the services outlined in this RFP the following annual amount, to be deducted from the rent:

\$ _____ (in figures)	_____ (in words)
--------------------------	---------------------

The Fair Market Rent for the Mack Park house is set forth below. Payments are per month for twelve (12) months, with the option to renew for up to two additional terms in one-year increments at an increase of 3% each year.

	4 bedrooms	Caretaker Rent (before vendor fee)
FY 21 Fair Market Rent Limit	\$3,168	
2020 Max Rent at 60% AMI	\$2,226	\$976
2020 Max Rent at 80% AMI	\$2,791	\$1541

Total fee proposal (fee proposal – (rent x 12) =): \$ _____

*In the event of a discrepancy between figures and words, words will control.

 (Signature of Candidate)

 (Print Name)

 (Date)



REQUIRED CERTIFICATIONS

NON-COLLUSION:

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

TAX COMPLIANCE:

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Business (if applicable))

(Federal Tax Identification or Social Security Number)



CERTIFICATE AS TO CORPORATE BIDDER (if applicable)

I, _____ certify that I am the _____ of the corporation named as Bidder in the Bid included herein, that _____, who signed said Bid on behalf of the Bidder was then _____ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

(Secretary-Clerk)

Dated: _____



REFERENCE FORM

Please provide the name and telephone number of at least three (3) references that can attest to the proposer's history as a tenant or ability to maintain a building:

REFERENCE 1	
Name:	
Relationship to Candidate/Basis of Reference:	
Telephone Number:	
Email:	

REFERENCE 2	
Name:	
Relationship to Proposer/Basis of Reference:	
Telephone Number:	
Email:	

REFERENCE 3	
Name:	
Relationship to Proposer/Basis of Reference:	
Telephone Number:	
Email:	

DISCLOSURE OF BENEFICIAL INTERESTS FORM



For acquisition or disposition of Real Property by _____ the undersigned does hereby state, for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7, section 40J, of a transaction relating to real property as follows:

(1) REAL PROPERTY DESCRIPTION:

(2) TYPE OF TRANSACTION:

(3) SELLER or LESSOR:

(4) BUYER or LESSEE:

(5) Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

NAME

RESIDENCE

(6) None of the above-mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below.

(7) This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and or 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within thirty (30) days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____
Printed Name: _____
Title: _____
Date: _____



PART 1. GENERAL INFORMATION

1.1 INTRODUCTION

The City of Salem Parks, Recreation and Community Services Department, is seeking qualified candidates to serve as caretaker and lease, in its present “as is” condition, the Dr. William Mack Park House, located at 31 Grove Street.

1.1.1 PROPERTY DESCRIPTION

The building being offered for lease is located inside Mack Park at 31 Grove Street. The property is bordered by Tremont St., Grove St., Mason St., and Harmony Grove Rd. It is a two-story building with an unfinished basement and attic. The two main floors consist of approximately 2,500 square feet and has hardwood floors in the living areas. The basement and attic are approximately 875 square each. The total square footage of the building is approximately 4,250. No more than three unrelated individuals may reside in the home. There are 4 bedrooms and two full baths in the building. The property has ample parking and is bordered by industrial and residential areas and the park contains a working food farm, community gardens, playground, restrooms, ballfield, and basketball court.

Pursuant to a deed restriction, the property, to a certain extent, must, in some fashion, remain open for public use.

If the selected candidate’s proposed use requires that the building be ADA compliant, the selected candidate will be responsible for any necessary alterations.

1.1.2 HISTORY

The Mack-Ledge Hill Park House is believed to have been built between 1851 and 1874 and was the summer estate of Dr. William Mack and his sister Esther. In his will, Dr. Mack bequeathed the house and land to the City of Salem of Salem for the establishment of a park. The former Mack Estate or "Ledge Hill" was accepted by the City in 1896 and added to the property through the acquisition of property from the nearby Pettingill Estate.

1.2 APPROVAL

Any contract that may result from the procurement shall be subject to the approval of the Mayor of the City of Salem.

1.3 INCORPORATION BY REFERENCE

All requirements, specifications, terms and conditions described in this Request for Proposals (“RFP”) shall be incorporated by reference into any contract that may result.

1.4 TIME FOR AWARD

All proposals meeting proposal requirements and conditions may be held by the City of Salem for a period not to exceed ninety (90) days from the date of the opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of proposers, prior to the awarding of the contract.



1.5 RIGHT TO CANCEL/REJECT

The City reserves the right to cancel this RFQ or reject in whole or in part any and all proposals if the City determines that cancellation or rejection serves the best interests of the City.

1.6 TAXATION

Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the proposal pricing.

Copies of the City's tax-exempt paperwork shall be available upon request of the selected contractor.

1.7 OBTAINING THE REQUEST FOR PROPOSALS

The RFP and related documents shall be available for free download from the City's Purchasing Department website at http://saalem.com/Pages/SalemMA_Purchasing/index under the link titled "IFBs, RFPs and RFQs."

Hardcopies of the RFP and related documents may be obtained at the Office of the Purchasing Agent, 93 Washington Street, 3rd Floor, Salem, MA 01970, between the hours of 8:00 AM-4:00 PM on Monday-Wednesday, 8:00-7:00 PM on Thursday, and 8:00 AM-12:00 PM on Friday.



PART 2. INSTRUCTIONS TO PROPOSERS

2.1 REQUIREMENTS AND SUBMISSIONS

Below please find a description of the requirements and submissions that must be included as part of a proposal.

2.1.1 PRICE PROPOSAL FORM

Every proposal must include a completed 'Price Proposal Form.'

2.1.2 NON-PRICE PROPOSAL

Each proposal must include a Non-Price Proposal, which includes the following:

NON-COLLUSION FORM

Every proposal must include a certification of good faith, certifying that the proposal was made in good faith and without collusion or fraud. See 'Non-Collusion Form' attached.

TAX COMPLIANCE FORM

Every proposal must include a written certification that the proposer has complied with all state laws relating to taxes, reporting of employees and contractors, and child support. See 'Tax Compliance Form' attached.

CORPORATE BIDDER FORM

If the proposal is being submitted by a corporation, the proposal must include a certification that the individual submitting the bid has been authorized to bind the corporation. See 'Certificate of Corporate Authority' attached.

REFERENCE FORM

Every proposal must include at least three (3) references. See 'Reference Form' attached.

PLAN OF SERVICE

Proposer must submit a Plan of Service that:

1. Responds to the Minimum Requirements listed in section 3.1.
2. Describing the candidate's proposed use.
3. Describes the candidate's ability and experience in maintaining buildings.
4. Identify the candidate's fiscal capacity to successfully meet the terms of this Request for Proposals.

2.2 PROPOSAL DELIVERY

Below please find a description of the manner in which proposals must be submitted.



2.2.1 DUE DATE AND TIME

Proposals shall be received by the Office of the Purchasing Agent on or before 2:00 PM on Friday, December 17, 2021

Any proposal received after that time shall be rejected as non-responsive.

2.2.2 ADDRESS

Proposals shall be delivered to the Office of the Purchasing Agent, 93 Washington Street, 3rd Floor, Salem MA 01970.

2.2.3 HOURS OF OPERATION

Proposals must be delivered during the normal hours of operation of the City of Salem:

Monday-Wednesday:	8:00 AM-4:00 PM
Thursday:	8:00 AM-7:00 PM
Friday:	8:00 AM-12:00 PM

2.2.4 COPIES

Proposers must submit one (1) original and three (1) copy of the proposal.

2.2.5 LABELING

Each proposal shall be labeled with (1) the proposal number and title, (2) the proposal due date, (3) the name of the proposer.

2.3 SIGNATURES

A proposal must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

2.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

2.4.1 QUESTIONS

Questions concerning this RFQ must be submitted in writing to: Thomas Watkins at twatkins@salem.com at least five (5) days prior to the proposal due date. Written responses will be mailed to all proposers on record as having picked up the RFQ.

2.4.2 CHANGES

If any changes are made to this RFQ, addenda will be issued. Addenda will be posted in the Office of the Purchasing Agent, on the website and e-mailed to all proposers on record as having picked up the RFQ.

2.4.3 MODIFICATIONS AND WITHDRAWALS



A proposer may correct, modify, or withdraw a proposal by written notice received by the City of Salem prior to the time and date set the proposal due date.

Modifications must be submitted in a sealed envelope clearly labeled "Modification No.____" to the address listed in part one of this section. Each modification must be numbered in sequence and must reference the RFQ.

After the proposal due date, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived, or the proposer will be allowed to correct them.

2.5 UNFORESEEN OFFICE CLOSURES

If, at the time of the scheduled due date, 93 Washington Street, 3rd Floor, Salem, MA 01970, is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the due date will be postponed until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time.



PART 3. DESCRIPTION, EVALUATION AND SELECTION

3.1 MINIMUM CRITERIA

- The selected Lessee must commit to assuming responsibility for minor renovations and repairs to the buildings done with prior approval of the Park Superintendent and with supplies and material paid for by the City.
- The Lessee must commit to outfitting the building to meet City requirements, including permitting and licensing requirements, and comply with all other municipal regulations, when and if applicable.
- The Lessee must commit to paying utilities, electrical, oil, and any cable & broadband charges attributed to the building.
- The Lessee must not be delinquent in the payment of taxes, rents or any other financial or contractual obligation to the City of Salem, or any of its Boards, Commissions or Committees.
- The Lessee must commit to furnish evidence of insurance.
- The Lessee must commit to seeking the approval of the Director Parks, Recreation & Community Services before making any structural or cosmetic alterations to the building or placing any additional equipment outside the building. (Any fixture shall remain the property of the selected proposer.)
- The Lessee must demonstrate conformance with all submission requirements.
- The proposed use of the property will have little or no physical impact on the structure and will be carried out without harm to the structure, including both interior and exterior spaces.
- The Lessee must demonstrate the ability to be able to maintain the building and surrounding grounds on a regular basis and make minor improvements/enhancements to the facility and surrounding grounds throughout the duration of the lease. All improvements/enhancements to be approved by the Director of Parks, Recreation & Community Services.
- From April to October, Lessee shall open and close the restrooms, and clean the restrooms daily. With approval of the Director of Parks, Recreation & Community Services, Lessee may be relieved of these duties for no more than fourteen (14) days per season, with at least ten (10) business days' notice.
- Lessee shall monitor the condition of the park, and shall take reasonable steps to address minor issues from day-to-day.
- The Lessee must commit to the routine care and maintenance of the yard and outside areas to include mowing the lawn and removing snow and ice from walkways and driveways.
- The Lessee must commit to hosting public benefit events such as workshops and or tours in conjunction with Salem Community Gardens/Mack Park Farm & Food Forest
- Lessee shall expect to commit five hours per week to the Farm when in operation
- In the event that Lessee is unavailable to perform any of the above duties, Lessee shall inform Parks and Recreation director as early as possible to arrange coverage.
- The Lessee must be at least 18 years of age
- The Lessee must be able to perform the core functions of the position including walking, lifting up to 20 pounds, pushing, pulling, standing, bending, and working in inclement weather.
- The Lessee must demonstrate the ability to make monthly lease payments to the City of Salem at the price listed in the Proposer's Price Proposal.
- The Lessee must have no prior criminal record. Any applicant and its additional residents submitting a proposal are subject to a CORI background check by the City of Salem Police Department.
- Proposer must submit documentation that the Area Median Income (AMI) of the household occupying the house is below 80% AMI.



3.2 COMPARATIVE CRITERIA

3.2.1 ABILITY TO MAINTAIN THE BUILDING, RESTROOMS AND SURROUNDING GROUNDS

Highly Advantageous	The proposer has shown exceptional experience and/or plan(s) to provide maintenance and general improvements to the building and surrounding grounds.
Advantageous:	The proposer shows moderate experience and/or plan(s) to provide maintenance and general improvements to the building and surrounding grounds.
Not Advantageous:	The proposer shows marginal to no experience and/or plans to provide maintenance and general improvements to the building.
Unacceptable:	No experience in maintenance and general improvements to the buildings.

3.2.2 ABILITY TO ASSIST IN MAINTENANCE OF MACK PARK FARM & FOOD FOREST

Highly Advantageous	The proposer has shown exceptional experience in and/plans(s) to employ sustainable farming practices that support the integrity of the farm.
Advantageous:	The proposer shows moderate experience in and/plans(s) to employ sustainable farming practices that support the integrity of the farm.
Not Advantageous:	The proposer shows marginal to no experience in and does not plan to employ farming practices.

3.2.3 ABILITY TO PROVIDE SNOW/ICE REMOVAL DEC-MARCH

Highly Advantageous	The proposer has shown exceptional experience and/plans(s) to provide seasonal grounds maintenance in the form of snow and ice removal from sidewalks and places that public has access to.
Advantageous:	The proposer shows moderate experience and/or plan(s) and/plans(s) to provide seasonal grounds maintenance in the form of snow and ice removal from sidewalks and places that public has access to.
Not Advantageous:	The proposer shows marginal to no experience and/or plans to provide no seasonal grounds maintenance in the form of snow and ice removal from sidewalks and places that public has access to.

3.2.4 HOUSEHOLD INCOME

Highly Advantageous	60% or less AMI
Advantageous:	61-79% AMI
Not Advantageous:	80% AMI
Unacceptable:	Greater than 80% AMI



3.3.5 INTERVIEW

Highly Advantageous	The proposer's presentation was professional, clear and well organized, demonstrating the proposer's ability to successfully enter a lease with the City of Salem.
Not Advantageous:	The proposer presentation was not clear, not organized and lacked professionalism.

3.4 RULE FOR AWARD

Any agreement that results from the Request for Proposals shall be awarded to the responsive and responsible proposer submitting the proposal considered most advantageous, taking into consideration the proposal's merits regarding the terms of the contract, the proposed service and price proposal.



PART 4. TERMS AND CONDITIONS

4.1 TERM OF AGREEMENT

The term of any lease agreement that results from the Request for Proposals shall be for one year with the option to renew for up to two additional years in one-year increments.

4.2 DESCRIPTIONS IN REQUEST FOR PROPOSALS

The descriptions of the property set forth in the Request for Proposals is believed to be correct, but any error or omission shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

4.3 CONDITION OF PROPERTY

The property is offered for sale and will be leased "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the proposals have been opened.

4.13 COMPLIANCE WITH APPLICABLE LAWS

The contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The proposal must comply with all Federal, State, and municipal laws, ordinances, rules and/or regulations.

4.14 EXAMINATION

By submitting a proposal, the proposer warrants that he has examined the property, and has fully acquainted himself with all conditions and restrictions pertaining to the site.

4.15 ABILITY AND EXPERIENCE

The City of Salem will not award a contract to any proposer who cannot furnish satisfactory evidence of their ability and experience.

The Awarding Authority may make such investigations as it deems necessary to determine the above and a proposer shall furnish information requested in this regard and shall furnish it under oath if required.

4.20 WAIVER

The City of Salem reserves the right to reject any and all proposals, or to waive any informalities in the proposal process, if deemed in the City's best interest.

4.21 UTILITIES

Tenant shall be responsible for the payment of all utilities with the exception of water & sewer.



ATTACHMENT A-SAMPLE LEASE AGREEMENT

This Agreement of Lease ("Lease") is made and entered into this XX day of _____, 2021 by and between the City of Salem ("Landlord") with a usual place of business at 93 Washington Street, Salem, Massachusetts and XXXXXXXXXXXXXXXXXXXX ("Tenant") with its business office at XXXXXXXXXXXXXXXXXXXX. Landlord is the owner of land and improvement commonly known as the Mack Park House. Landlord makes available for lease Mack Park House. Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed:

1. Term.

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial One-Year Term" with an option to renew the lease for an additional two years in one-year increments beginning XXXXXXXXXX and ending XXXXXXXXXXXXXXXXXXXX.

2. Option to Renew.

Subject to the foregoing, and provided Tenant is not in default under any of the terms and conditions of this Lease, and subject to the express written approval of the Landlord at least sixty (60) days in advance of expiration of the lease, which approval may be withheld for any reason or no reason at all, Tenant shall have the option to renew this lease for up to two additional one-year periods commencing upon the expiration of the original term thereof, upon the same terms, covenants and conditions as set for the original term except for rent which shall be adjusted, if at all, pursuant to the Tenant's original lease proposal or with agreement of the parties.

3. Rent.

Tenant shall pay to Landlord during Year One of Term, XXXXX. Tenant shall pay to Landlord during Year Two of Term, XXXXX. Tenant shall pay to Landlord during Year Three of Term, XXXXX. Rent shall be paid on the first day of each month, payable to the "City of Salem", 401 Bridge Street, Salem, MA 01970, to the attention of the Salem Park & Recreation Department.

4. Use.

The Space shall be used solely to operate XXXXXXXXXXXXXXXXXXXX. Tenant shall continuously use and occupy the premises only for the purpose state and no other purpose whatsoever.

No other persons, other than immediate family members, over the age of twenty-one (21) years of age shall occupy the premises.

5. Delivery/Parking

Tenant shall not park anywhere in the Mack Park House area except for those areas specifically designated for same.



6. *Sublease and Assignment.*

Tenant shall not have the right without Landlord's consent, to assign this Lease, in whole or in part. Landlord may withhold consent for any reason or for no reason at all.

7. *Condition of Premises: Repairs & Maintenance.*

Condition

Tenant accepts the leased premises in the condition in which they are on the date of the commencement of the term hereof, acknowledging that it has inspected the leased premises. The Landlord has made and the Tenant has relied on no representations or warranties, express or implied, as to the condition of or the rentability for a particular use of the leased premises, except as may be set forth herein.

Repairs

The Tenant shall make all necessary repairs to the building so as to make the building in the working condition for the use it is to be put, except for reasonable wear and tear, damage by fire or other casualty, acts of God or acts of war. Tenant shall maintain, repair and renew as necessary all mechanical and utility systems on the leased premises so as to keep them in good and safe operating condition in all respects. Tenant is responsible for all ordinary repairs within the unit comprising the premises and which are accessible to the Tenant.

For the purposes of this Lease, the term "reasonable wear and tear" constitutes that normal, gradual deterioration which occurs due to aging and ordinary use of the premises despite reasonable and timely maintenance and repair but in no event shall "reasonable wear and tear" excuse the Tenant from its duty to keep the premises in good maintenance and repair or otherwise usable, serviceable, and tenantable.

Cleanliness

Tenant shall keep the sidewalks, entrances, passageways, and area adjoining the leased premises in a clean and orderly condition, free from rubbish, obstructions, snow and ice during months of business operation. Such duty shall include, at a minimal, daily sweeping in the a.m. and washing (hosing down) in the p.m.

Tenant shall wash all windows (including doors) at least twice per season.

Yield in Good Repair

At the expiration or other termination of the lease, the Tenant will yield up the premises in good repair, order and condition, except for reasonable wear and tear, damage by fire, act of God, damage caused by acts or omissions of the Landlord and delays beyond Tenant's control.

8. *Alterations.*

Any alterations of the premises by the Tenant must first be approved by the Landlord. Any such approval of alterations by the Landlord is contingent upon appropriate approval from Building Inspector and other department with jurisdiction over same. Any alterations made without approval will be restored at the sole expense of the Tenant at the request of the Landlord.



9. Inspections.

Landlord shall have reasonable access to premises during the term for purposes of enforcing the lease agreement and any other pertinent statute, code or ordinance.

10. Insurance.

A. If the Leased Premises is damaged by fire or other casualty resulting from any act or negligence of tenant or any of tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair.

B. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the activities that take place on the Leased Premises, with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord. Further, such insurance shall afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof, with Landlord listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance. Tenant shall provide Landlord (City of Salem) with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph by mailing to Purchasing Officer, 93 Washington Street, Salem, MA 01970. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least thirty (30) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises of the Building.

11. Indemnification.

Tenant shall at all times relieve, indemnify, protect and save harmless the Landlord and each of its boards, officers and employees from any and all claims and liability of death of and injury to persons or damage to property that may arise from or be caused by the operation, maintenance or occupation of the aforesaid premises by the Tenant under the provisions of this Lease or by the negligence of the Tenant, its agents, officers or employees.

12. Utilities.

Tenant shall be responsible for payment of all utilities at the premises, including but not limited to, water, heat and electricity.

13. Signage.

Tenant shall have the right to place on the outside facade of Leased Premises, at locations selected by the tenant and approved by the Landlord, appropriate signage that is permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is inconsistent with or inappropriate to the Leased Premises. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

14. Default.

If Tenant defaults in the payment of rent or utilities when due to Landlord as herein provided, and if said default continues for fifteen (15) days after written notice has been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be



20. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

21. Termination of the Lease

Notwithstanding any other provision of this lease, Landlord shall have the right to terminate the lease with sixty (60) days written notice, unless the Tenant is in breach of this lease, then only thirty (30) days' notice shall be required before the Landlord may terminate the lease. If the Tenant shall close its business as stated in paragraph four, the lease shall revert back to the Landlord.

22. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first written above.

LANDLORD
City of Salem

TENANT
XXXXXXXX

Kimberley Driscoll,
Mayor

Authorized Signature

Patricia O'Brien,
Director, Parks, Recreation and Community Services

Printed Name

Anthony Delaney,
Purchasing Agent

Approved as to form:

Elizabeth Rennard,
City Solicitor

