



Lease

By and Between the
***Town of Ridgefield and The Ridgefield Playhouse for Movies and The
Performing Arts***

THIS LEASE, dated the 1 day of February 2019, is made by and between the **TOWN OF RIDGEFIELD**, a municipal corporation of the State of Connecticut, having its territorial limits in Fairfield County, whose address is 400 Main Street, Ridgefield, Connecticut 06877 ("the Landlord"), and the **THE RIDGEFIELD PLAYHOUSE FOR MOVIES AND THE PERFORMING ARTS**, a Connecticut non-profit, non-stock corporation, whose address is 80 East Ridge, Ridgefield, Connecticut 06877 ("the Tenant").

WITNESSETH THAT:

Demise and Taking. The Landlord hereby demises and leases unto the Tenant, and the Tenant hereby hires and takes from the Landlord, for the term and upon the rental hereinafter specified. The above premises are more particularly described in Schedule A, attached hereto and made a part hereof.

1. The auditorium and associated space more particularly shown on Exhibit A hereto consisting of 17,045 sq.ft., plus 650-750 sq.ft. to replace rehearsal space agreed to in the original lease. The location to be mutually determined and agreed upon.
2. 4,865 sq.ft. (being the former offices of the Ridgefield Board of Education) and more particularly shown on Exhibit B hereto (this portion of the Demised Premises, "BOE Space").
3. Upon commencement of Lease and completion of expansion, Tenant agrees to provide a B.O.M.A. verification of the BOE Space square footage. Any variance of square footage in connection with the BOE Space will be reflected in the Lease by an amendment thereto.

Term. The term of this lease shall be for a period of twenty (20) years beginning on the date that is ninety (90) days after the Ridgefield Board of Education vacates the BOE Space removing all property and leaving such space in broom clean condition

("Commencement Date") and ending on the date that is twenty years from the Commencement Date. Six months prior to the expiration of the lease, both parties agree to use best efforts to negotiate in good faith to achieve a mutually acceptable term renewal of the lease at the termination of the original term thereof and the Tenant shall have a right of first refusal if the parties are unable to reach mutually agreeable terms.

Upon expiration of the renewal provision agreed to as provided above without an agreement on a new lease, Landlord agrees to a ninety (90) day extension of the Lease to attempt to renegotiate a new lease acceptable to both parties. If no lease is agreed to, Landlord shall be free to lease the Demised Premises subject to the right of first refusal and Tenant may continue to lease the Demised Premises at the current rate until terms have been negotiated or a right of first refusal has been presented to Tenant.

If Tenant holds over at the end of the Lease Term with or without Landlord's written consent, then in addition to all other remedies and without limiting Landlord's right to claim consequential damages arising from such breach of this Lease, Tenant shall pay Landlord rent at One Hundred Fifty (150%) Percent of the highest rate provided for the BOE space only plus the actual utility charge at the most recent amount set forth in Schedule C for the entire period in which Tenant remains in possession. For purposes of clarity, the 150% does not apply to any utility charges.

Rent.

1. The rent for the auditorium space set forth in Paragraph 1. Above (17,045 sq.ft.) including the back-stage area together with the lobby/ concession area shall be \$1.00 per year, said rent payable in advance on or before the commencement date hereunder.

In addition to the rent set forth in Subparagraph No. 1 above, the Tenant shall pay yearly for the use of electricity and heat in the auditorium and concession area (the "Utility Charge") the amounts set forth in Schedule C, attached hereto and made a part hereof, multiplied by the square footage for said space (17,045 sq.ft.). Said amounts to be paid in twelve (12) equal monthly installments commencing upon the commencement date hereunder.

2. The rent for the BOE Space shall be billed at \$14.00 per square foot on an annualized basis. This rate will be good for the first year of the Lease. The rent shall be adjusted yearly thereafter as follows: Commencing on the first day of the second year of this Lease, and on the same day each year thereafter, the rent payable during each year shall be determined as follows: The Landlord shall compute the percent increase in the annualized "Consumer Price Index For All Urban Consumers, New York Metropolitan

Area" (hereinafter "Index") measured for the twelve (12) months period ending on_____, 20____ versus the annualized Index for the prior year ending_____, 20____. The increase in the cost of living, as determined above for each year, multiplied by the annual rent to be paid for the Lease Year _____, 2017 to _____, 2018 (the first year of this Lease) shall be the annual rent to be paid during each year of this Lease commencing _____, 2018.

Notwithstanding the above, that percentage increase in any one year shall not exceed Three (3%) Percent.

THE ABOVE LETTING IS UPON THE FOLLOWING TERMS AND CONDITIONS:

FIRST - Quiet Enjoyment. The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in this lease contained, shall and may peaceably and quietly have, hold and enjoy the Demised Premises for the term aforesaid.

SECOND - Purpose/Use. The purpose of this lease is limited to Tenant's providing to the residents of the Town of Ridgefield and its environs a regular program of events normally attendant to a community "performing arts center," which would include, but not necessarily be limited to, professional and amateur plays, recitals, musical productions, readings, concerts, films, after-school programs and other such endeavors providing same are within the confines of the Special Permit issued by the Planning and Zoning Commission. Tenant will make its best effort to provide a *frequency of programming sufficient for the public need*, and to provide a quality of programming that will address the needs and reasonable expectations of the residents of the Town and its environs. Food and beverage service (including alcoholic) will be permitted within the premises for patrons when attendant to a scheduled event, provided Tenant complies with all applicable laws, regulations and permits relative thereto, whether federal, state, or municipal. Tenant agrees to not use or permit the use of the Demised Premises for any other purpose without the Landlord's approval. Tenant agrees to allow the Landlord use of the premises for meetings no less than three (3) times per year. The lease premise shall not be used for religious services of any kind on a regularly scheduled basis.

THIRD - Default by Tenant. If the Tenant is in default under any of the material terms or conditions of this Lease, Landlord shall provide written notice to Tenant and Tenant shall have sixty (60) days to cure claimed default. In the event that Tenant does

not cure said default, Landlord shall have all rights available at law.

FOURTH – Subletting, Licensing. The Tenant shall not sub-let, license, or allow licensing of the Demised Premises or any portion thereof, nor shall this lease be assigned by the Tenant without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Notwithstanding the above, the premises may be licensed to a single user for periods of up to one week without such written consent, provided the use during said period is consistent with that authorized by this lease and the requirements of the Planning and Zoning Commission of the Town of Ridgefield.

FIFTH - Condition, Alterations, Repairs, Etc. The Tenant has examined the Demised Premises, and accepts them in their present condition "as is" (except as otherwise expressly provided herein) and without any representations on the part of the Landlord or its agents as to the present or future condition of said premises. The Tenant shall keep the Demised Premises in good condition. The Tenant shall quit and surrender the Demised Premises at the end of the term of this lease in as good condition as the reasonable use thereof will permit, reasonable wear and tear excepted. The Tenant shall not make any alterations, additions, or improvements to the Demised Premises without the prior written consent of the Landlord which consent shall not be unreasonably withheld. Tenant shall be responsible for all alterations and improvements to the Demised Premises (structural or otherwise) at its sole cost and expense. Any HVAC equipment installed as a result of the expansion of the Demised Premises shall be the sole responsibility of the Landlord.

The Landlord shall be responsible for exterior repairs not necessitated by the activities or actions of Tenant, lawn care, snow removal, annual cleaning of the exterior sides of the windows, handicapped ramp, upkeep and repairs of parking areas, driveways providing access to public roads, and sidewalks. Further, the Landlord shall be responsible for all internal upkeep and maintenance issues to include plumbing, electric and all components located inside of walls, ceiling or floors. The Landlord shall also be solely responsible for the costs of remediation and/or removal of any asbestos, or asbestos containing material in the Demised Premises or otherwise at the building.

The Tenant shall be responsible for the maintenance of the interior of the Demised Premises unless same are necessitated by the activities or actions of Lessor, or its agents, employees and or representatives, or their unreasonable failure to take needed and appropriate action. In addition, the Landlord shall make all repairs listed on Schedule D, attached hereto and made part hereof.

Any repairs which are the obligation of the Tenant hereunder, including any applicable interior ADA code changes, shall be made as soon as reasonably possible but, in any case, within thirty (30) days after written notice by the Landlord, who shall have the right to inspect the Demised Premises at all reasonable times for the purpose of ascertaining its condition of repair. Failure of the Tenant to make such repairs after written notice shall constitute a breach of covenant under this lease, and shall give the said Landlord the right of entering the Demised Premises for the purpose of making repairs as needed and charging the full cost of said repairs to the Tenant. Any such payments made by the Landlord, on behalf of the Tenant, shall be considered additional rent payable under this lease and shall be due and payable by the Tenant within 30 days of notice by Landlord.

SIXTH – Parking. Tenant's employees shall park only in the areas designated on Scheduled E Parking, attached hereto and made a part hereof.

In addition to the parking referred to above, Landlord shall provide parking for vehicles of touring artists in the front of the Building as may be authorized by the Fire Marshal from time to time. Provided, however, parking for vehicles shall only be allowed Monday through Friday after 4:00 p.m., and on weekends and holidays 24 hours per day.

SEVENTH - Employees. All personnel employed by Lessee shall be the employees of Lessee, which shall be exclusively responsible for payment of workers' compensation, unemployment insurance, social security, and withholding taxes in connection with all such employees. *Lessee shall indemnify and hold Lessor harmless for any loss or claim related hereto.*

EIGHTH - Hold Harmless; Insurance. The Landlord and Tenant agree with respect to their respective interests in the premises, and with respect to Tenant's use of the premises, each will comply with all applicable federal, state and municipal law, regulation, order or permit, including but not limited to those relating to fire safety, alcoholic beverages, health, non-discrimination, protection of the handicapped, etc. Each will indemnify and hold the other harmless for any loss, including reasonable costs of defense, regarding same. The parties similarly agree to indemnify and hold each other harmless for any such loss and reasonable defense cost relating to losses each may sustain as the result of the actionable negligence, recklessness or intentional wrongdoing of the other.

NINTH – Taxes. So long as Tenant qualifies as a 501(c)(3) IRS organization, it shall not be liable for any real estate taxes for the Demised Premises.

TENTH - Right of Entry. The Landlord, or its agents, shall have the right to enter the Demised Premises at reasonable hours in the day or night to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of the Landlord to make any such repairs, additions or alterations), or to exhibit the same to prospective purchasers and/or mortgagees. For three months prior to the expiration of the demised term, the Landlord, or its agents, may similarly exhibit the Demised Premises to prospective tenants, and may place the usual "To Let" signs thereon.

ELEVENTH - Destruction or Damage. Should the premises be rendered unusable by reason of fire, earthquake, other unanticipated catastrophe or occurrence, or state or federal eminent domain, Landlord or Tenant may at its option terminate this lease and the parties shall have no claim, one against the other, as a result of same.

Any damages to the premises, or to equipment or fixtures within, and resulting from the act, default, negligence or recklessness of Tenant, its agents, employees, patrons, guests, licensees or invitees will be the responsibility of the Tenant. Tenant also agrees to be responsible for the acts and conduct of those admitted to the premises with Tenant's consent or the consent of anyone authorized to grant admission on the Tenant's behalf.

TWELFTH - Observance of Laws, Etc. The Tenant agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the business to be conducted by the Tenant in the Demised Premises. Tenant shall also be responsible for all special and or overtime police or fire force costs as Tenant's activities may require in the opinion of the Police or Fire Chief, and which costs are directly attributable to Tenant's operational activities. Tenant will indemnify and hold the Landlord harmless should its use and occupancy of the premises increase Landlord's insurance premiums for the building of which the premises are a part, unless such increase is predicated upon agreed upon improvements.

THIRTEENTH - Signs. No permanent exterior sign, advertisement or notice shall be affixed to or placed upon any part of the exterior Demised Premises by the Tenant, except in such manner, and of such size, design and color as shall be approved in advance in writing by the Landlord and shall be permitted by the zoning regulations of the Town of Ridgefield.

FOURTEENTH–Intentionally Left Blank.

FIFTEENTH - Notices. All notices and demands, legal or otherwise, incidental to this lease, or the occupation of the Demised Premises, shall be in writing. If the Landlord or its agent desires to give or serve upon the Tenant any notice or demand, it shall be sufficient to send a copy thereof by registered or certified mail, addressed to the Tenant at 90 East Ridge, Ridgefield, Connecticut 06877, or to post a copy thereof upon the door to said premises. Notices from the Tenant to the Landlord shall be sent by registered or certified mail or delivered to the Landlord at 400 Main Street, Ridgefield, Connecticut 06877, or to such other party or place as the Landlord may from time to time designate in writing.

SIXTEENTH - Bankruptcy, Insolvency. If, at any time during the term of this lease, the Tenant shall make any assignment for the benefit of creditors, or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed for the Tenant, then the Landlord may, at its option, terminate this lease, exercise of such option to be evidenced by notice to that effect served upon the assignee, receiver, trustee or other person in charge of the liquidation of the property of the Tenant or the Tenant's estate, but such termination shall not release or discharge any payment of rent payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of the Tenant or the Tenant's legal representatives. In any such case, the Landlord shall also be entitled to the rights and remedies called for under Paragraphs Third and Fourteenth hereof related to the balance of the term of this lease.

SEVENTEENTH – Intentionally Left Blank.

EIGHTEENTH - Condemnation. If the Demised Premises, or any part thereof, shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the Landlord, shall forthwith terminate, and the Tenant shall have no claim or interest in or to any award of damages for such taking.

The entire proceeds of any such taking shall be the property of the Landlord, subject, however, to the Tenant making whatever claims are available for the undepreciated portion of the costs and expenses of leasehold improvements at the Demised Premises actually paid for by the Tenant and/or relocation and/or moving expenses. Following such termination of this lease, neither party shall be obligated in any way to the other.

NINETEENTH - Conference of Tenant's Rights. No rights are to be conferred upon the Tenant until this lease has been signed by the Landlord, and an executed copy of the lease has been delivered to the Tenant and filed with the Town Clerk of the Town of Ridgefield.

TWENTIETH - Exclusivity of Rights. The foregoing rights and remedies are not intended to be exclusive but in addition to all rights and remedies that the Landlord would otherwise have by law.

TWENTY-FIRST - Binding Effect. All of the terms, covenants and conditions of this lease shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

TWENTY-SECOND - Force Majeure. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of the Tenant to be performed shall in no way be affected, impaired or excused because the Landlord is unable to supply or is delayed in supplying any service expressly or implicitly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if the Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by the war.

TWENTY-THIRD - No Oral Change. This instrument may not be changed orally. This lease shall not be modified or amended except by written instrument signed by both parties hereto.

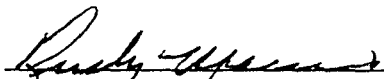
TWENTY-FOURTH – This lease and the provisions contained herein supercede all prior leases and agreements between the parties for the leased premises.

TWENTY-FIFTH - Cooperation. In order to ease congestion at the "Old High School" site, Tenant shall keep Landlord reasonably apprised of its proposed scheduling of events as soon as reasonably practicable, and Landlord shall reciprocate as to its schedulings, and the parties will work together to coordinate schedulings so as not to overburden the site and cause unreasonable disruptions to the neighborhood.

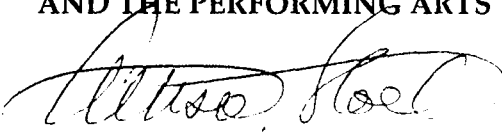
TWENTY-SIXTH – The parties hereto agree that, not more than 60 days prior to the 10th anniversary of this Lease, either party may reopen this Lease for the purposes of reflecting insurance coverage changes.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals
the day and year first above written.

TOWN OF RIDGEFIELD, LANDLORD

By 
Rudy Marconi, First Selectman

**THE RIDGEFIELD PLAYHOUSE FOR MOVIES
AND THE PERFORMING ARTS**

By 

SCHEDULE A

The Ridgefield Playhouse for Movies and The Performing Arts

DESCRIPTION OF DEMISED PREMISES

1. The auditorium plus lobby/concession area (see Drawing A-1). The area within the lease is 17,045 square feet, plus 650-750 sq.ft. to replace rehearsal space agreed to in the original lease.
2. 4,865 sq.ft. being the former offices of the Ridgefield Board of Education ("BOE Space"). (Drawing A-3).

SCHEDULE B

The Ridgefield Playhouse for Movies and The

Performing Arts INSURANCE REQUIREMENTS

1. The Tenant will have Commercial General Liability insurance with the Town named as an Additional Insured party. It will be on a combined single limit basis with minimum coverages of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. The Tenant will have a \$2,000,000 Umbrella policy with the Town named as an Additional Insured party.
3. The Tenant will have Comprehensive Auto Liability insurance with the Town named as an Additional Insured party. It will be on a combined single limit basis with coverage of \$1,000,000.
4. The tenant will have Workers Compensation insurance with statutory limits.
5. The tenant will provide annual Insurance Certificates to the Town demonstrating that the above requirements are satisfied. Policies shall be written so that the Town receives notice not less than 30 days before policy cancellation or change. Renewal certificates shall be provided not less than ten days before the policy expiration date.

SCHEDULE C

Schedule of Maximum Utility Charges

YEAR	MAXIMUM ALLOWABLE UTILITY CHARGE
2017	\$1.97
2018	\$2.05
2019	\$2.13
2020	\$2.22
2021	\$2.31
2022	\$2.40
2023	\$2.50
2024	\$2.60
2025	\$2.70
2026	\$2.81
2027	\$2.92
2028	\$3.04
2029	\$3.17
2030	\$3.30
2031	\$3.43
2032	\$3.57
2033	\$3.72
2034	\$3.87
2035	\$4.03
2036	\$4.19
2037	\$4.36

After Landlord installs and begins use of new Landlord owned HVAC, Landlord will review and establish a benchmark on prior twelve (12) months energy usage. Landlord will make all such records concerning energy usage of the Demised Premises available to Tenant for purposes of benchmarking utility charges and calculating adjustments. After twelve (12) months of use with new HVAC systems, Landlord will determine savings between old and new HVAC energy usage and will apply savings percentage to Maximum Allowable utility charges for all future years and such costs may be trued up at the end of the year or such other time as mutually agreed upon between the parties.

SCHEDULE D

Schedule of Landlord Repairs

The following items shall be repaired by the Landlord in an expeditious manner:

1. Landlord agrees to install an interior breaker box to correct the problem resulting from blown fuses shutting down the Demised Premises, if possible.

SCHEDULE E

Parking

[TOWN TO PROVIDE]

Landlord reserves the right to modify existing parking plan. Any modified parking plan shall be mutually agreed upon.

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Nancy Gannon Fiorotti Town Clerk