

EXHIBIT B: BOST_Food Truck_RFB 2024_Offered Lease



LEASE

between

**UNITED STATES OF AMERICA
UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE**

and

[INSERT NAME OF LESSEE HERE]

for the Premises known as

CHARLESTOWN NAVY YARD FOOD TRUCK LOCATION

THIS LEASE (Lease) is entered into by and between the United States of America (Lessor), acting through the National Park Service (NPS), an agency of the United States Department of the Interior, and _____ (Lessee).

WITNESSETH THAT:

WHEREAS, the NPS administers Boston National Historical Park (Park Area), including Charlestown Navy Yard, as a unit of the National Park System in accordance with the NPS Organic Act, Act of Aug. 25, 1916, ch. 408, 39 Stat. 535, codified as amended in scattered sections of 54 U.S.C.; other laws applicable generally to units of the National Park System; and any laws applicable specifically to the Boston National Historical Park;

WHEREAS, the Park Area contains property that has been determined suitable for leasing under Part 18 of Title 36 of the Code of Federal Regulations;

WHEREAS, the Lessor has determined that the use and occupancy of the property that is made available under this Lease is consistent with the Park Area's General Management Plan and the requirements of Part 18 of Title 36 of the Code of Federal Regulations; and

WHEREAS, the Lessee desires to lease the property on the terms and conditions set forth in this Lease.

NOW THEREFORE, in consideration of their mutual promises, the Lessor and the Lessee hereby agree to the following terms and conditions:

1. Term of Lease. The term of this lease (Lease Term) will be for a period of _____ days commencing on _____ (Commencement Date) and expiring on _____ (Expiration Date) or ending on such earlier date as this Lease may be terminated in accordance with its terms (Termination Date). During the Lease Term, the Lessee may access the Premises on [day(s) of the week] for the uses authorized herein between the hours of 8:00 AM and 6:00 PM, plus reasonable set-up time prior to 8:00 AM and reasonable tear-down time after 6:00 PM, neither to exceed 1 hour.

2. Description of Premises. The leased property (Premises) is described as follows:

An approximately 10 foot by 30 foot area located off the pedestrian walkway along First Avenue perpendicular to Pier 1, passing the tennis courts, but before the flagpole terrace, labeled as [#1 / #2] in the photograph at Exhibit C, annexed hereto, (Premises). The Lessor may assign alternate locations authorized for use by the Lessee at the Lessor's sole discretion. Any alternate locations assigned by the Lessor will be identified in an amended Exhibit C.

3. Use of the Premises. The Lessee may use the Premises only for the following purposes:

Mobile Food and Beverage service.

4. Rent. The Lessee must pay to the Lessor rent in the following amounts:

\$ _____ per year. Rent shall be paid electronically via pay.gov.

The first half of the Rent payment (\$ _____) shall be remitted to NPS by June 15, 2024.

The remainder of the Rent payment (\$ _____) shall be remitted to NPS by September 15, 2024.

5. Additional Rent. Upon written agreement signed by the Lessee and Lessor, additional days may be added to this Lease at agreed-upon Additional Rent. All Additional Rent incurred on or prior to November 1, 2024, shall be remitted to the NPS by December 15, 2024. All Additional Rent incurred after November 1, 2024, shall be remitted to the NPS by the Expiration Date.

6. Park Area Conditions. This Lease is subject to the following special conditions:

- (a) **PARKING and VEHICLES:** The National Park Service cannot guarantee parking availability for personal vehicles or access into the Park Area. Lessee may encounter difficulty entering or exiting the Park Area. The Lessee and Lessee's employees and guests shall comply with parking and traffic determinations made by NPS staff.
 - 1. Parking on grass, curbs, boardwalks, walkways, or any other areas identified as restricted is strictly prohibited.
 - 2. Food Trucks may not be parked on National Park Service property overnight.
- (b) **CONSUMPTION/SALE OF ALCOHOL:** Sale of alcoholic beverages is PROHIBITED.
- (c) **SALES OF FOOD and BEVERAGE:** Sale of food and beverage on the Premises is subject to all applicable food safety laws, regulations, and policy, as well as assessments and inspections. The NPS Office of Public Health provides oversight for food service operations through the provision of periodic food service sanitation inspections. The inspections are conducted on a frequency established by the NPS. All assessments will be completed pursuant to guidelines established by NPS Reference Manual 83A, which can be found at: https://www.nps.gov/subjects/policy/upload/RM-83A_6-20-2019.pdf, including the most recent version of the Food and Drug Administration (FDA) Food Code, which can be found at: <https://www.fda.gov/food/fda-food-code/food-code-2022>.
 - 1. The Lessee must provide proof that at least one person working on the truck is a "Certified Food Protection Manager."
 - 2. The Lessee must maintain a valid City of Boston Food Truck Permit at all times of operation.
 - 3. Notwithstanding the provisions of Exhibit A, Section 14(a) (Termination for Default), the NPS reserves the right to immediately suspend, terminate, or revoke this Lease if the NPS, in its sole discretion, determines that the Lessee has failed to comply with food safety requirements and/or any other public health requirements.
- (d) **FOOD AND BEVERAGE SERVICE PRODUCTS:** Lessee is encouraged to use recyclable/compostable food service products and limit the use of single-use plastic products. The sale of single-use plastic water bottles is not permitted. Bottles made of bioplastics, aluminum, glass, and laminated cartons can replace single-use plastic water bottles. Polystyrene foam must not be used in the distribution of food or beverages.
- (e) **SIGNS:** Signs may not be hung or affixed to any Park property absent prior written approval from the NPS.
- (f) **GENERATORS:** Lessee must provide its own power. Generators must not exceed 60 decibels, create unreasonable noise, or disturb standard Park visitors at 50 feet from the truck.
- (g) **WATER:** Lessee is responsible for providing sufficient water for its operations and disposing of gray water and wastewater outside the Park Area.
- (h) **CLEAN UP/TRASH REMOVAL:** Lessee is responsible for trash collection and removal of all equipment and trash collected in connection with Lessee's activities. The Leased Premises must be cleaned and left vacant and in broom clean condition nightly. Lessee is prohibited from disposing of its trash within the Park Area.
- (i) **INCLEMENT WEATHER:** The National Park Service and Charlestown Navy Yard of Boston National Historical Park are not responsible for providing shelter in the event of inclement weather.

7. General Terms and Conditions. This Lease is subject to the General Terms and Conditions contained in Exhibit A to this Lease, hereby incorporated by reference.

IN WITNESS WHEREOF, the, Regional Director, Interior Region 1, National Park Service, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary of the Interior, as the Lessor; and the Lessee have executed this Lease by proper persons thereunto duly authorized as of the date heretofore written.

LESSOR:

THE UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE

Gay Vietzke
Regional Director
Interior Region 1, North Atlantic-Appalachian

Date

LESSEE:

[Name of Business Entity]

[Name of Lessee]
[Title]

Date

EXHIBIT A: GENERAL TERMS AND CONDITIONS

Section 1. RESERVATION OF RIGHTS

(a) In General. This Lease is subject to all Applicable Laws, and all easements, rights-of-way, liens or other encumbrances, or other matters of public record affecting the Premises; and excepts and reserves to the Lessor the right, at reasonable times and, except in case of emergency, following advance notice to the Lessee, (i) to enter onto the Premises, or to authorize other governmental entities, public or private utilities, or persons to enter upon the Premises, when necessary to administer this Lease or the Park Area, or (ii) to restrict access to or close the Premises to protect public health or safety or Park Area resources. The Lessee hereby waives all claims for damages for any injury or inconvenience to or interference with the Lessee's use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by the Lessor's exercise of its rights under this Lease or by the Lessor's actions to manage or protect the Park Area's resources and visitors.

(b) Applicable Laws means all present and future law or legal authority, including statutes, ordinances, regulations, and administrative or judicial orders or determinations, enacted, promulgated, or issued by federal, state, or local governmental entities or agencies having lawful jurisdiction over the Premises or the Lessee, that apply to and govern the Premises or the Lessee's activities on the Premises.

Section 2. HISTORIC PROPERTY

The Premises (or portions of the Premises) are historic property as defined in Part 18 of Title 36 of the Code of Federal Regulations.

Section 3. SITE DISTURBANCE

The Lessee may not cut any timber or remove any other landscape features of the Premises such as shrubs or bushes without the Lessor's prior written approval. The Lessee may not conduct mining or drilling operations, remove sand, gravel, or similar substances from the ground, or commit waste of any kind on the Premises.

Section 4. PERMITS AND IMPOSITIONS

Except as otherwise may be provided in this Lease, the Lessee is solely responsible for obtaining, at its expense, any permit or other governmental action necessary to permit its activities under this Lease. The Lessee must pay all costs, expenses, charges, and impositions of every kind and nature relating to the Premises, including all taxes and assessments.

Section 5. ALTERATIONS

The Lessee may not make any Alterations of any nature to the Premises without the Lessor's prior written approval. "Alterations" means any construction, modifications, rehabilitation, reconstruction, or restoration of the Premises.

Section 6. RECORDS AND AUDITS

The Lessee must provide the Lessor and its agents and affiliates, including the Comptroller General of the United States, access to all books and records relating to the Premises and the Lessee's use of the Premises under this Lease for the purpose of conducting audits to verify the Lessee's compliance with the terms and

conditions of this Lease.

The Lessee is to provide the park area Superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the Lessee's operations that the park area Superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments. Additionally, the Lessee shall provide monthly reports identifying the number of transactions per month and monthly gross revenue for the prior month as per the schedule and reporting form detailed in Exhibit D Failure to submit the required reports in a timely fashion may result in suspension or termination of the lease or may result in ineligibility for future leases or legal authorizations.

Section 7. MAINTENANCE AND REPAIR

(a) In General. The Lessee is solely responsible for all repair and maintenance of the Premises during the Lease Term that arises from the Lessee's use and occupancy of the Premises, ordinary wear and tear excepted. Subject to the availability of funds, the Lessor is responsible for other repair and maintenance of the Premises during the Lease Term. The Lessor's responsibility, subject to the availability of funds, includes, without limitation, the performance of ordinary and standard repairs and maintenance necessary to maintain the Premises and the improvements thereon in good order, condition, and repair and in compliance with all Applicable Laws.

(b) Historic Property. If the Premises (or any part of the Premises) are historic property as indicated in Section 2 of this Exhibit A, those portions of the Premises that are so designated property must be repaired and maintained in accordance with a Preservation Maintenance Plan prepared by the Lessor as appropriate and consistent with the requirements of the Secretary of the Interior's Treatment Standards for Historic Property, codified at 36 C.F.R. pt. 68 and NPS 28, "Cultural Resource Management Guideline."

Section 8. UTILITIES

There are no utilities provided to the Premises. Any utility service provided by the Lessor will be subject to the Lessor's established policies and procedures, including NPS Director's Order #35B, for the provision of utility services.

Section 9. HAZARDOUS MATERIALS

The following provisions apply to Hazardous Materials associated with the Premises:

(a) In General. No Hazardous Materials may be used, treated, kept, stored, sold, released, discharged or disposed of from, on, about, under, or into the Premises, except in compliance with all Applicable Laws and as approved by the Lessor in writing;

(b) Hazardous Materials means any material or other substance: (a) that requires investigation, correction, or abatement under Applicable Laws; (b) that is or becomes defined as a hazardous waste, hazardous substance, pollutant, or contaminant, under Applicable Laws; (c) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated under Applicable Laws; (d) that contains gasoline, diesel fuel or other petroleum hydrocarbons; (e) that contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or (f) that contains radon gas.

Section 10. INSURANCE AND INDEMNIFICATION

(a) Insurance. At all times during the Lease Term and at the Lessee's sole expense, the Lessee must obtain and keep in force for the benefit of the Lessee and the Lessor, the insurance coverages set forth in Exhibit B to this Lease.

(b) Disposition of Insurance Proceeds. All insurance proceeds received by or payable with respect to damage or destruction of the Premises (except proceeds of insurance covering loss or damage of the Lessee's personal property), less actual expenses incurred in connection with their collection, must be held by the Lessee in one or more federally insured, interest-bearing accounts, with all interest accrued thereon deemed proceeds of insurance for purposes of this Lease. However, if required by the Lessor, insurance trustee acceptable to the Lessor may hold such proceeds for use in accordance with this Lease.

(c) Inadequate Insurance Coverage. The Lessee is solely responsible for any inadequacy of insurance coverage or any failure of insurers. Nothing in this Lease and no oral or written statement or communication by the Lessor acknowledging that the Lessee's insurance satisfies the requirements in Exhibit B to this Lease constitutes the Lessor's approval of the Lessee's insurer or insurance coverage; or alters in any way the Lessee's sole responsibility and liability for any inadequacy of insurance coverage or any failure of insurers.

(d) Indemnity. The Lessee hereby agrees to save, hold harmless and indemnify the Lessor and its employees, agents, successors, and assigns for all losses, damages, or judgments and expenses resulting from personal injury, death, or property damage of any nature arising out of the Lessee's activities under this Lease, or the activities of the Lessee's employees, agents, sublessees, or contractors; out of the design, construction, maintenance, or condition of any improvements on the Premises; or out of the condition of the Premises. Notwithstanding the foregoing, the Lessor may be liable for the negligent or wrongful acts or omissions of its employees to the extent authorized by the Federal Tort Claims Act (codified as amended primarily at 28 U.S.C. §§ 2671 et seq.) or as otherwise expressly authorized by Applicable Laws. The provisions of this section will survive the Expiration Date or Termination Date of this Lease.

Section 11. DAMAGE OR DESTRUCTION

(a) Damage or Destruction; Duty to Restore. If the Premises or any portion thereof are damaged or destroyed at any time during the Lease Term, one of the following will occur as directed by the Lessor:

(1) the Lessee, subject to the Lessor's prior written approval, must as promptly as reasonably practicable and with all due diligence repair or replace the damaged or destroyed Premises to the condition that existed prior to the damage or destruction; or

(2) the Lessor may terminate this Lease without liability and the Lessee must pay the Lessor as additional rent the insurance proceeds resulting from the damaged or destroyed Premises.

(b) No Termination; No Effect on Rental Obligation. No loss or damage by fire or other cause resulting in either partial or total destruction of the Premises, the improvements thereon, or any other property on the Premises will operate to terminate this Lease except as provided for in paragraph (a)(2) in this section of the Lease. Except as otherwise may be provided for in this Lease, no such loss or damage will affect or relieve the Lessee from the Lessee's obligation to pay the rent required by this Lease and in no event will the Lessee be entitled to any prorated return or refund of rent paid hereunder. Unless this Lease is terminated under this Section 11, no such loss or damage will relieve or discharge the Lessee from the payment of taxes, assessments, or other charges as they become due and payable, or from performance of other the terms and conditions of this Lease.

Section 12. LIENS

(a) No Power in Lessee to Create. The Lessee has no power to take any action that may create or be the foundation for any lien, mortgage, or other encumbrance upon the reversion, fee interest, or other estate of the Lessor or of any interest of the Lessor in the Premises, except as otherwise may be expressly approved by the Lessor in writing in accordance with the terms of this Lease.

Section 13. ASSIGNMENTS AND ENCUMBRANCES

The Lessee may not assign, sublease, or encumber this Lease in whole or in part, or grant any right, interest, privilege, or license whatsoever in connection with this Lease, without the Lessor's prior written approval.

Section 14. DEFAULTS AND LESSOR'S REMEDIES

(a) Termination for Default. The Lessor may terminate this Lease for default if the Lessee fails to perform any of its responsibilities or obligations under this Lease. Before terminating this Lease for default, the Lessor will provide the Lessee with a Notice of Default giving the Lessee fifteen (15) calendar days to cure a monetary default or fifteen (15) calendar days to cure a non-monetary default. If the Lessee does not cure its default within the applicable cure period, then the Lessor may terminate this Lease through written notice to the Lessee and require the Lessee to immediately remove its Personal Property from, and to vacate, the Premises. If the Lessor has provided two (2) or more Notices of Default prior to a Notice of Default, the Lessor may choose at its sole discretion not to offer an opportunity to cure a default, but may terminate the lease immediately by notice to the Lessee. If the Lessee fails to remove all of its Personal Property from the Premises by the Termination Date or a later date specified by the Lessor in the notice of termination, then the Lessor may impound or otherwise dispose of that property in accordance with 36 C.F.R. § 2.22.

(b) No Waiver. Neither the Lessor's failure to insist upon the strict performance of any of the terms and conditions of this Lease or to exercise any right or remedy upon a default nor the Lessor's acceptance of full or partial rent during the continuance of any default will constitute a waiver of any default or of such terms and conditions. No terms and conditions of this Lease may be waived or modified except by a written instrument executed by the Lessor. No waiver of any default will affect or alter this Lease, but each and every term and condition of this Lease will continue in full force and effect with respect to any other then existing or subsequent default.

Section 15. SURRENDER AND HOLDING OVER

(a) Surrender of the Premises. On or before the Expiration Date or Termination Date of this Lease, the Lessee must surrender and vacate the Premises; remove the Lessee's personal property from the Premises; and return the Premises, including any personal property owned by the Lessor that is made available to the Lessee for the Lessee's use under this Lease, to as good an order and condition as that existing upon the Commencement Date, ordinary wear and tear excepted.

For these purposes, the Lessor has documented the condition of the Premises in the photo at Exhibit C (Lease Premises Map), to constitute the basis for settlement by the Lessee to the Lessor for elements of the Premises shown to be damaged or destroyed. Any such elements of the Premises must be returned to the condition required under this section by the Lessee, ordinary wear and tear excepted, or, at the election of the Lessor, reimbursement made therefor by the Lessee at the then current market value thereof.

(b) Holding Over. This Lease will end upon the Expiration Date or Termination Date and any holding over by the Lessee or the acceptance by the Lessor of any form of payment of rent or other charges after such date will not constitute a renewal of this Lease or give the Lessee any rights under this Lease or in or to the Premises.

Section 16. EQUAL OPPORTUNITY LAWS

The Lessee and the Lessee's agents must comply with the requirements of (a) Title VII of the Civil Rights Act of 1964, as amended, as well as Executive Order 11246 of September 24, 1965, as amended; (b) Title V, Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, Public Law 93-112, as amended, which prohibits discrimination on the basis of disability and requires government contractors and subcontractors to take affirmative action to employ and advance in employment qualified handicapped individuals; (c) 41 C.F.R. ch. 60, which prescribes affirmative action requirements for government contractors and subcontractors; (d) the Age Discrimination in Employment Act of December 15, 1967, as amended; (e) the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq.; (f) and all other Applicable Laws relating to nondiscrimination in employment and in providing facilities and services to the public. The Lessee will do nothing in advertising for employees that will prevent those covered by these laws from qualifying for such employment. In addition, the Lessee must comply with all provisions of Executive Order 14026 of April 27, 2021, (Increasing the Minimum Wage for Federal Contractors) and its implementing regulations, including the applicable contract clause, codified at 29 C.F.R. pt. 23, all of which are incorporated by reference into this Lease as if fully set forth in this Lease. The Lessee must comply with all provisions of Executive Order 13496 of January 30, 2009, (Notification of Employee Rights Under Federal Labor Laws) and its implementing regulations, including the applicable contract clause, codified at 29 CFR part 471, appendix A to subpart A, all of which are incorporated by reference into this Contract as if fully set forth in this Lease.

Section 17. INTEREST AND PENALTIES

"Interest" means the percentage of interest charged based on the current value of funds to the United States Treasury that is published annually in the "Federal Register" or successor publication. Interest will automatically accrue on overdue rent payments in accordance with Applicable Laws. The Lessor may also impose penalties for late rent payments in accordance with Applicable Laws.

Section 18. NOTICES

Except as otherwise provided in this Lease, any notice, consent, or other communication required or permitted under this Lease must be in writing and must be delivered by hand, by email, sent by courier, or sent by prepaid registered or certified mail with return receipt requested to the following addresses (or to such other or further addresses as the parties may designate by notice given in writing to the other party). Communications sent by email will not be considered received until receipt has been acknowledged by the receiving party:

If to the Lessor:

Boston National Historical Park
Business Services Office
21 Second Avenue
Boston, MA 02129

BOST_Permits@nps.gov

If to the Lessee:

[Lessee's address and name of person to whom the notice should be addressed]

Section 19. OTHER PROVISIONS

(a) The Lessor is not for any purpose a partner or joint venture participant of the Lessee in the development or operation of the Premises or in any business conducted on the Premises. Under no circumstances will the Lessor be responsible or obligated for any losses or liabilities of the Lessee. The Lessee may not publicize, or otherwise circulate, promotional or other material of any nature that states or implies endorsement of the Lessee or its services or products by the Lessor or any other governmental agency.

(b) This Lease is not intended to, and does not, confer upon any person or entity, other than the parties hereto, any right or interest, including any third party beneficiary status or any right to enforce any provision of this Lease.

(c) This Lease provides no right of renewal or extension to the Lessee, nor does it provide the Lessee with the right to award of a new lease upon termination or expiration of this Lease. No rights will be acquired by virtue of this Lease entitling the Lessee to claim benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.

(d) The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Lessor will have the right to immediately terminate this Lease for default.

(e) If one or more provisions of this Lease are held to be invalid for any reason, such invalidity will not affect any other provision of this Lease, and this Lease will be construed as if the invalid provisions had not been contained in this Lease.

(f) All exhibits that may be referenced in this Lease are hereby attached to and incorporated in this Lease.

(g) Time is of the essence to this Lease and all of its terms and conditions.

(h) The laws of the United States govern the validity, construction, and effect of this Lease.

(i) This Lease constitutes the entire agreement between the Lessor and the Lessee with respect to its subject matter and supersedes all prior offers and negotiations, oral or written. This Lease may not be amended or modified except by a written instrument executed by the Lessor and the Lessee.

(j) The voluntary sale or other surrender of this Lease by the Lessee to the Lessor, or a mutual cancellation, or the termination by the Lessor pursuant to any provision of this Lease, will not work a merger, but, at the option of the Lessor, may either terminate any or all existing subleases hereunder or operate as an assignment to the Lessor of any or all subleases.

(k) If more than one lessee is named in this Lease, each lessee is jointly and severally liable for performance of the obligations of this Lease.

(l) Any and all remedies available to the Lessor for the enforcement of the provisions of this Lease are cumulative and are not exclusive, and the Lessor may pursue either the rights enumerated in this Lease or remedies authorized by law, or both. The Lessee will be liable for any costs or expenses incurred by the Lessor in enforcing any term of this Lease, or in pursuing legal action for the enforcement of the Lessor's rights, including court costs.

(m) Nothing contained in this Lease binds the Lessor to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year or administratively allocated for the subject matter of this Lease, or to involve the Lessor in any contract or other obligation for the future expenditure of money in excess of such appropriations. Moreover, nothing in this Lease prevents the cancellation of this Lease by the Lessor in the exercise of its sovereign authority, subject to any constraints imposed on it by Applicable Laws.

(n) The Lessee shall be responsible for, at its sole cost and expense, obtaining any additional storage the Lessee desires in connection with its use of the Premises authorized herein. The Lessee shall not store any equipment or supplies at the Premises or elsewhere in the Park Area absent written authorization from the Lessor. No item shall be placed upon any public space, including the ground adjacent to the Premises without prior, written approval of NPS, and at the sole discretion of NPS. The Lessee will be required to remove all outdoor equipment (such as Lessee supplied trash bins) each time the Lessee closes its operations on the Premises.

(o) The Lessee shall not employ a National Park Service employee, their spouse, or their minor children in any status without prior written approval of the Superintendent.

EXHIBIT B: Insurance Requirements

During the term of this Lease, the Lessee must maintain the following insurance coverage (where applicable as determined by the Lessor) under the following general terms and conditions and under such specific terms and conditions as the Lessor may further require with respect to each particular insurance policy.

1. Types of Insurance (Non-Construction)

(a) Worker's Compensation and Employer's Liability Insurance - Worker's compensation insurance in the statutory amounts and coverage required under worker's compensation, disability and similar employee benefit laws applicable to the Premises and to the Lessee's use and occupancy of the Premises; and employer's liability insurance, with limits of not less than One Million Dollars (\$1,000,000) for bodily injury per incident.

(b) General Liability - Comprehensive Farm Liability and/or Commercial General Liability through one or more primary and umbrella liability policies against claims for bodily injury and property damage occurring on the Premises, the improvements thereon, or the streets, curbs or sidewalks adjoining the Premises, with such limits as may be required by the Lessor, but in any event not less than One Million Dollars (\$1,000,000) per incident and Two Million Dollars (\$2,000,000) aggregate for the Premises. Such insurance must insure the performance by the Lessee of its indemnity obligations under this Lease.

(c) Other - All other insurance that the Lessee should maintain to adequately protect the Premises, the Lessor, and the Lessee.

2. Conditions of Insurance

(a) The policy or policies required under this section must provide that in the event of loss, the proceeds of the policy or policies will be payable to the Lessee to be used solely for the repair or replacement of the property damaged or destroyed, as approved and directed by the Lessor, with any balance of the proceeds not required for repair, replacement, or removal paid to the Lessor; provided, however, that the insurer, after payment of any proceeds to the Lessee, will have no obligation or liability with respect to the use or disposition of the proceeds by the Lessee.

(b) All property and liability insurance policies must name the United States of America, on behalf of the National Park Service, as an additional insured.

(c) All of the insurance required by this section and all renewals must be issued by one or more companies of recognized responsibility licensed to do business in the state in which the Park Area is located with a financial rating of at least a Class B+ (or equivalent) status, as rated in the most recent edition of Best's Insurance Reports (or equivalent) or as otherwise acceptable to the Lessor.

(d) All insurance policies must provide that such policies may not be cancelled, terminated, or altered without thirty (30) days prior written notice to the Lessor. The Lessee must provide to the Lessor a copy of each policy and a certificate of the policy executed by a properly qualified representative of the insurance company evidencing that the required insurance coverage is in full force and effect on or before the Commencement Date, and annually thereafter. The Lessee must maintain all policies provided throughout the Lease Term and the Lessee must renew such policies before the expiration of the term of the policy.

(e) The Lessee and the Lessee's agents may not do anything, or permit anything to be done, in or about the Premises or on adjacent or nearby property that would invalidate or be in conflict with the provisions of any

fire or other insurance policies covering the Premises or result in a refusal by insurance companies of good standing to insure the Premises in the amounts required under this Exhibit.

EXHIBIT C: Lease Premises Map



EXHIBIT D: Revenue Reporting Form

Revenue Reporting Form

MONTH	NUMBER OF TRANSACTIONS	GROSS REVENUE
May		
June		
July		
August		
September		
October		
November		
TOTAL FOR YEAR 2024:		