

LEASING OPPORTUNITY
Delaware Water Gap National Recreation Area
Dutch Reformed Church and Phoenix Building
Located at Dingmans Ferry, Pennsylvania



REQUEST FOR BIDS
(Term: Ten years)

A. Summary

This Request for Bids (RFB) provides the opportunity for interested individuals and organizations to submit bids to the National Park Service (NPS) to lease an

NPS property. This property includes the (Dutch Reformed Church – for a single family residential use) and the (Phoenix Building – for commercial use) at Delaware Water Gap National Recreation Area under the following general terms and conditions.

1. Property Offered for Lease.

A. The Dingman’s Ferry Dutch Reformed Church is an historic church located on U. S. Route 209 in Dingman’s Ferry, Pennsylvania. It is in Delaware Township, Pike County, Pennsylvania. The church was added to the National Register of Historic Places on July 23, 1979. It is a large white clapboard residence designed in 1837 and erected in 1850. Four Doric columns support the portico. The church building is significant as an architectural document which shows the interpretation of a cosmopolitan architectural idea, the Greek Revival style, and the tradition of rural simplicity in building technique which continued to prevail in the Upper Delaware Valley until at least the beginning of the 20th century. The property is on tract # 10564.

The Dutch Reformed Church is a 2,485 square foot, two-story residence. The tympanum is flush wide board siding. The cornices are of the period but rather thin for the mass of the building. The windows are double hung type composed of thirty over thirty light sash. The portico floor and the steps which extend the width of the portico are wood. The church was renovated several years ago as a residence. The first floor includes a front porch, a vestibule, rounded staircase, storage room, office, sitting room, and large living room with a fireplace. The living room has high ceilings and a second floor balcony overlooking the living room. A large kitchen with pantry is located behind the living room on the first floor. A small deck is located off the kitchen. The second floor includes two bedrooms, a hallway and bathroom. The driveway consists of a U-shaped compacted dirt driveway. One exterior wooden door is closed off. The building also contains a basement. The property will continue to be used for residential purposes only. Occupants will not be permitted to modify the grounds or the structure of the building.

B. The Dingmans Ferry Phoenix Building is in the same location. It is a renovated barn used as a commercial property that sits next to the Dutch Reformed Church. The property is on tract - #10564.

2. Uses of the Leased Property.

The Lessee will use the property for the following authorized uses:

The Dutch Reformed Church may only be used as a **residential** building. The Phoenix Building may only be used as a **commercial** building. The Lessee pays utilities, provides maintenance as described in the lease and pays rent. As described below, some responsibilities that are normally taken care of by a homeowner are tasked to the Lessee. The Lessee must purchase comprehensive liability and fire insurance policies as described in the attached "Draft Lease." An occupant of the house must be willing to maintain the historic appearance of the structure and yard.

3. Term of Lease.

The lease will have a term of ten (10) years.

4. Fair Market Value Rent.

The Lessee will be required by the lease to pay fair market value rent to the NPS.

The fair market value rent for both buildings has been determined to be \$13,200 annually, payable in equal monthly installments of at least \$1,100 each month subject to annual CPI increases.

5. Other Terms and Conditions.

Alternatives:

Final terms and conditions will be negotiated between NPS and the selected offeror.

6. Competitive Process.

This lease opportunity is open to all interested persons on a competitive basis. The bidder submitting a responsive bid offering the **HIGHEST ANNUAL** rent will be selected for award of the lease (subject to a determination of financial capability and reference check). A responsive bid is a bid that meets the material terms and conditions of this request for bids (see attached lease terms). The bid must be in an

amount that is no less than fair market value (\$13,200.00 per year). If two or more bids are equal, a drawing shall determine the lease award.

7. Site Tour.

All interested persons may view the property on the scheduled open house viewing days and times. The scheduled open house viewing days and times are: **February 8, 2012 from 1:00 pm to 3:00 pm and February 13, 2012 from 6:00 pm to 7:00 pm.** Interested persons are to meet on location of the facilities offered for lease.

8. Bid Submission Date.

Bids under this RFB must be received by **Friday, March 16, 2012**, using the forms and the address stated on the following pages. Bids received after Friday, March 16, 2012, will not be included in the bid process. On **Monday, March 19, 2012**, all bids will be opened at a public bid opening at **Delaware Water Gap National Recreation Area Park Headquarters Conference Room at 1:00 pm.** The bidder submitting a responsive bid offering the **HIGHEST ANNUAL** rent will be selected for award of the lease (subject to a determination of financial capability and reference check). The highest annual bid must meet or exceed the stated fair market rent value.

9. Authority.

This RFB is issued under the authority of 36 CFR Part 18. This RFB and the offered lease are subject to and incorporate all terms and conditions of 36 CFR Part 18 as applicable. In the event of any conflict between the terms of this RFB and 36 CFR Part 18, 36 CFR Part 18 controls.

For Further Information Please Contact:

Janel Kenas
Leasing Program Manager
Delaware Water Gap National Recreation Area
1 River Road
Bushkill, Pennsylvania 18324
(570) 426-2418
e-mail: janel_kenas@ nps.gov

B. The National Park Service and Delaware Water Gap National Recreation Area

1. The National Park Service and its Mission.

The National Park Service was created by Congress to “conserve the scenery and the natural and historic objects and the wild life therein, and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations.” Additionally, the Congress has declared that the National Park System should be, “...preserved and managed for the benefit and inspiration of all the people of the United States.” The National Park Service has as its overall mission the preservation and public enjoyment of significant aspects of the nation’s natural and cultural heritage. To learn more about the National Park Service, visit our website at www.nps.gov. This site includes information about who we are, our mission, NPS policies and individual parks

2. The Park Area.

Delaware Water Gap National Recreation Area (DEWA) is part of America’s national system of parks. DEWA was authorized on September 1, 1965, and is administered by the National Park Service. Over 70,000 acres of land is preserved along the Delaware River in New Jersey and Pennsylvania. Middle Delaware National Scenic River is a designated 40-mile section of the river entirely within the recreation area.

The recreation area runs from the northeastern outskirts of Milford, Pennsylvania (250 miles above the Delaware's mouth into the Atlantic Ocean), roughly southwest to near Delaware Water Gap, Pennsylvania. It is located in parts of Sussex and Warren counties in New Jersey, and Monroe, Northampton, and Pike counties in Pennsylvania. The Appalachian Trail runs along much of the eastern boundary.

The park assures that the provisions and intent of the Historic Sites Act, the Historic Preservation Act, the Archeological Resources Protection Act and the National Environmental Policy Act, in addition to the National Park Service "Organic Act", are enforced on park lands.

The purposes of the park area, as stated in its General Management Plan, are:

“To provide public outdoor recreation benefits; preservation of scenic, scientific, and historic features contributing to public enjoyment; such utilization of natural resources as in the judgment of the Secretary of the Interior is consistent with, and does not significantly impair, public recreation and protection of scenic, scientific, and historic features contributing to public enjoyment.”

C. Submission of Bid Forms.

1. In General.

Bids submitted in response to the RFB require you to answer the following questions or supply specific information. To simplify, please respond directly on the following forms.

D. Bid Submission Requirements

Bids under this RFB must use the forms at the address stated on the following pages. Bids received after Friday, March 16, 2012, will not be included in the bid process.

On **Monday, March 19, 2012**, all bids will be opened at a public bid opening at **Delaware Water Gap National Recreation Area Park Headquarters at 1:00 pm**. The bidder submitting a responsive bid offering the **HIGHEST ANNUAL** rent will be selected for award of the lease (subject to a determination of financial capability and reference check). The highest annual bid must meet or exceed the stated fair market rent value.

Bid Forms, included below, must be enclosed in a sealed envelope. The face of the sealed envelope shall show the bidder's name and address, and the receiver's address as shown here:

- Bids must be signed by the bidder and must be in writing.
- Bids must state the annual amount of the bid and refer to this public notice.
- Bids must be enclosed in a sealed envelope upon which the bidder shall write:

Superintendent
Delaware Water Gap National Recreation Area
1 River Road
Bushkill, Pennsylvania 18324
**“Bid on Lease of NPS Dutch Reformed Church and Phoenix
Building, ” Bid Opening: Monday, March 19, 2012**

Telephonic bids, faxes, e-mail, and other means of transmittal will not be considered. Bid packages will not be returned.

E. Additional Information.

The NPS may request from any bidder after the submission date additional information or written clarification of a bid. However bids may not be amended after the submission date.

F. NPS Selection of the Highest Bid.

Bidders or their representatives may attend the public bid opening.

A responsive bid must also meet the material terms and conditions of this request (an attached “Draft” Lease). No bid in an amount less than the fair market rental value shall be accepted. If an acceptable bid at or above the fair market value is not received, the bidding process will be re-advertised at a later date. If two or more bids are equal, a drawing shall determine the lease award.

The NPS may reject any and all bids in its discretion and resolicit or cancel a lease solicitation under this part at any time without liability to any person.

The NPS will negotiate the terms of the final lease with the Applicant determined to have submitted the highest annual rent under the selection criteria. Award of a lease to that Applicant is dependent on successful negotiation of the final terms of the lease. If negotiations fail, the NPS may negotiate with other Applicants for award of the offered lease or terminate this solicitation without liability to any person.

G. Confidentiality of Bids.

If you believe that a bid package contains trade secrets or confidential commercial and financial information that you do not want to be made public, please include the following sentence on the cover page of the bid package:

“This bid package contains trade secrets and/or confidential commercial and financial information that the Bidder believes to be exempt from disclosure under the Freedom of Information Act. The Bidder requests that this information not be disclosed to the public, except as may be required by law.”

In addition, you must specifically identify what you consider to be trade secret information or confidential commercial and financial information on the page of the bid package on which it appears, and you must include the following sentence on each such page:

“This page contains trade secrets or confidential commercial and financial information that the Bidder believes to be exempt from disclosure under the Freedom of Information Act, and which is subject to the non-disclosure statement on the first page of this bid package.”

Information so identified will not be made public by NPS except in accordance with the requirements of the Freedom of Information Act.

BID FORMS ATTACHMENT

Form A: Rental Application

Form B: Proposed Uses Form

EXHIBIT A: Draft Lease Attached



Form A: RENTAL APPLICATION

United States Department of the Interior
NATIONAL PARK SERVICE
Delaware Water Gap National Recreation Area
Bushkill, Pennsylvania 18324

IN REPLY REFER TO:

Please review the following qualifying standards and if you feel you meet the criteria, please complete the attached application.

1. **All applicants must be 18 years or older.** Applications that do not have all areas completed or an explanation for omissions will be returned to the applicant.
2. **Photo I.D. must be shown.** We require at least one photo I.D. (a state issued driver's license, passport, or other government issued photo identification card.)
3. **Two years of verifiable rental history from an unbiased source.** It is your responsibility to provide us with the name, dates and contact number of previous owners/managers. Applicants who are related by blood or marriage to previous landlords or do not have two years of verifiable history will be required to have a qualified cosigner. All cosigners must complete an application and meet the qualifying standards.
4. **A combined gross income of all applicants of at least (3) times the rent.** Please provide proof of ability to pay rent through sources such as employer contact, pay stubs, tax records, government assistance, or retirement/security statements. For those who are self employed business license and tax records, and/or bank statements.
5. **A satisfactory credit report.** All applicants upon signing the application will be authorizing the National Park Service to view credit report provided.
6. **Commit to the number of years** you choose to lease the property. Please note on Bid Form the number of years you will commit to leasing the property. (check box)

An application may be denied for any of the following reasons:

- Incomplete application or false information.
- Inability to verify rental history or poor references from previous landlords.
- Inadequate verifiable income to meet rental criteria.
- Poor credit report or court judgments for evictions of financial delinquency.

A credit report from all 3 bureaus pulled in the last 30 days is required. A free copy of your credit report, showing results from all 3 credit bureaus, is available at www.annualcreditreport.com. Bids will be opened publicly at the date, time and location stated in the Request for Bids.

Applicant represents that all the above and below statements are true and correct and hereby authorizes verification of the above items including, not limited to, the obtaining of a credit report and agrees to furnish additional credit references upon request. Applicant consents to allow owner/manager to disclose tenancy information to previous or subsequent owners/managers.

The undersigned makes application to rent housing accommodations designated as:

Address: Dutch Reformed Church and Phoenix Building, U. S. Route 209, Dingmans Ferry, Pennsylvania 18328.

Located within: Delaware Water Gap National Recreation Area

The rent for which is \$ _____ per _____ month _____ and upon approval of this application agrees to sign a rental or lease agreement and to pay all sums due.

APPLICATION TO RENT

(All sections must be completed) An individual application is required from each occupant 18 years of age or older.

LAST NAME	FIRST NAME	MIDDLE NAME	SOCIAL SECURITY NUMBER
OTHER NAMES USED IN THE LAST 10 YEARS		OTHER ID	WORK PHONE NUMBER ()
DATE OF BIRTH	DRIVER'S LICENSE NO.	EXPIRATION	STATE
HOME PHONE NUMBER ()			
1	PRESENT ADDRESS ZIP CODE		CITY STATE
	DATE IN	DATE OUT	OWNER/MGR NAME OWNER/MGR PHONE NO. ()
REASON FOR MOVING			
2	PREVIOUS ADDRESS ZIP CODE		CITY STATE
	DATE IN	DATE OUT	OWNER/MGR NAME OWNER/MGR PHONE NO. ()
REASON FOR MOVING			
3	NEXT PREVIOUS ADDRESS ZIP CODE		CITY STATE
	DATE IN	DATE OUT	OWNER/MGR NAME OWNER/MGR PHONE NO. ()
REASON FOR MOVING			

PROPOSED OCCUPANTS	NAME	NAME
LIST ALL IN ADDITION TO YOURSELF		

WILL YOU have pets?	DESCRIBE (Type, Breed, Weight, Age, Name)
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A	Present occupation or source of income	Employer name
	How long with this employer	Supervisor's Phone # () Employer address
	Name of your Supervisor	City, State ZIP
B	Prior occupation or source of income	Employer name
	How long with this employer	Supervisor's Phone # () Employer address
	Name of your Supervisor	City, State ZIP

Current gross income \$ PER	Check One
	<input type="checkbox"/> Week <input type="checkbox"/> Month <input type="checkbox"/> Year

Other Income Applicant	Source	Monthly Amount

Bank Account Info Bank Name	Account Type	Balance
1.		
2.		
3.		

ile: Make _____ Model _____ Year _____ License Plate # _____
 ile: Make _____ Model _____ Year _____ License Plate # _____
 i ever filed for bankruptcy or had a foreclosure? _____ Have you ever been evicted or asked to move? _____
 i ever been convicted of a crime? _____

Names of Each Proposed Occupant	Over Age 18? Yes or No

Federal and state laws make it illegal for a landlord, broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale or lease of property. It is also an unlawful discriminatory practice to evict or attempt to evict an occupant of a housing accommodation before the end of the term of the lease because of the pregnancy or birth of a child.

Form B: PROPOSED USES FORM

1. (Check one) My use of the property: _____ will _____ will not comply with the terms and conditions stated in the “draft” lease attached to this RFB.

2. I anticipate that I will require the following number of parking spaces:

Number of spaces for residents: _____

Number of spaces for visitors: _____

3. If your use will not comply with the terms and conditions of the “draft” lease, please explain:

4. I am submitting a bid for the following amount of rent:

Annual Rent Offered: _____ (for 10 Years).

NOTE: Your offer must be at least \$13,200.00 annually. A certified Real Estate Appraiser hired by the National Park Service has established the fair market rent as at least \$13,200.00 annually. The terms of the “draft” lease were considered in this determination. Total rent offered will be based on the Annual Rent Offered multiplied by the length of the lease 10 (ten) years.

5. I would like to begin occupancy on the following date: _____

(The National Park Service will determine the start date of this lease. It is anticipated it will be on or around June 1, 2012. Your information is for planning purposes only; it does not guarantee that your occupancy will begin on that date.)

I acknowledge that this information is provided as my official response to the National Park Service Request for Bid for the Dutch Reformed Church and the Phoenix Building.

Signature of Bidder(s) **Date**

Printed Name of Bidder(s)

EXHIBIT A: DRAFT LEASE

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Section 1. DEFINITIONS

As used in this Lease, the following defined terms are applicable to both singular and plural forms.

1.1. Alterations - means any construction, physical modifications, rehabilitation, reconstruction, and/or restoration of the Premises.

1.2. Applicable Laws - means all present and future laws, statutes, requirements, ordinances, judgments, regulations, and administrative and judicial determinations that are applicable by their own terms to the Premises or the Lessee, even if unforeseen or extraordinary, of every governmental or quasi-governmental authority, court or agency claiming jurisdiction over the Premises now or hereafter enacted or in effect (including, but not limited to, Part 18 and the Park Area's General Management Plan, environmental laws and those relating to accessibility to, usability by, and discrimination against, disabled individuals), and all covenants, restrictions, and conditions now or hereafter of record which may be applicable to the Lessee or to all or any portion of the Premises, or to the use, occupancy, possession, operation, and maintenance of the Premises even if compliance therewith results in interference with the use or enjoyment of all or any portion of the Premises.

1.3. Annual Rent - means the annual fixed rent to be paid to Lessor by Lessee under Section 5.

1.4. Assignment - means the transfer, whether it is direct or indirect, voluntary or by operation of law, assignment, sale, or conveyance, of the Lessee's leasehold estate, or the Lessee's rights under this Lease in whole or part. Such transfer may be designated as a sale, a conveyance, or an assignment. The sale, conveyance, or assignment (including by consolidation, merger or reorganization) of a controlling interest in the Lessee (if such entity is a corporation), or any sale or other transfer of a controlling interest in the partnership interests (if such entity is a partnership), whether in a single transfer or in a series of related transfers, and whether directly or by sales or transfers of underlying partnership or corporate ownership interests, is an assignment. For a corporate entity, the term controlling interest means an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the Lessee so as to permit exercise of managerial authority over the actions and operations of the Lessee. For a partnership, limited partnership, joint venture, limited liability company, or individual entrepreneur, controlling interest means the beneficial ownership of the capital assets of the Lessee so as to permit exercise of managerial authority over the actions and operations of the Lessee.

1.5. Commencement Date - means the first day of the Lease term as stated in Section 4 of this Lease.

1.6. Encumbrance - means the direct or indirect, voluntary or by operation of law, encumbrance, pledge, mortgage, or other hypothecation of the Lessee's interest or rights under this Lease and/or the Premises or Lessee's leasehold estate.

1.7. Expiration Date - means the last day of the Lease Term as stated in Section 4 of this Lease.

1.8 FF&E - means all furniture, fixtures and equipment in or on the Premises.

1.9. Hazardous Materials - means any material or other substance: (a) that requires investigation or correction 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, without limitation of the foregoing, contains gasoline, diesel fuel or other petroleum hydrocarbons; (e) that, without limitation of the foregoing, contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or (f) without limitation of the foregoing, contains radon gas. The term Hazardous Materials as used in this Lease includes Pre-Existing Hazardous Materials unless otherwise stated in a particular provision of this Lease.

1.10. Hazardous Materials Occurrence - means any use, treatment, keeping, storage, sale, release, disposal, migration, transport, or discharge of any hazardous materials from, on, under, or into the Premises or other Park Area property that occurs during the Lease Term.

1.11 Historic Property - means building(s) and land located within the boundaries of the Park Area that are part of a pre-historic or historic district or site included on, or eligible for inclusion on, the National Register of Historic Places.

1.12 Interest Rate - 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.

1.13 Inventory and Condition Report - means the document contained in Exhibit A to this Lease that describes the FF&E in the Premises and the condition of the Premises (including FF&E) as of the Commencement Date.

1.14 Lease Term - is the term of this Lease as stated in Section 4 of this Lease.

1.15 Lease Year - means a year of the Lease Term. The first Lease Year shall commence on the Commencement Date and shall end on the expiration of the twelfth full calendar month following thereafter. Each subsequent Lease Year shall commence on the next day following the expiration of the preceding Lease Year, and shall end on the expiration of the twelfth full calendar month following thereafter, or on the last day of the Lease Term, whichever occurs first.

1.16 Notice of Default - means an instrument in writing from the Lessor to the Lessee providing notice of that the Lessee is in default of the lease.

1.17 NPS 28 - means the National Park Service document entitled ACultural Resource Management Guideline that is hereby made a part of this Lease by reference.

1.18 Park Area - means [Delaware Water Gap National Recreation Area].

1.19 Part 18 - means Part 18 of Volume 36 of the Code of Federal Regulations.

1.20 Personal Property - means all furniture, fixtures, equipment, appliances, and apparatus placed in or on the Premises-that are neither permanently attached to or form a part of the Premises.

1.21 Pre-existing Hazardous Materials - means hazardous materials (including storage tanks) that existed in, on, or under the Premises or other Park Area property prior to the Commencement Date.

1.22 Premises - means the property of the Park Area that is described in Section 2 of this Lease.

1.23 Preservation Maintenance Plan - is a document that sets forth a plan for the Lessee's repair and maintenance of Historic Property.

1.24 Rent - means the rent to be paid Lessor by Lessee described in Section 5 of this Lease and any additional Rent this Lease may require.

1.25 Secretary's Treatment Standards - shall mean the Secretary of the Interior's Treatment Standards for Historic Property (36 Code of Federal Regulations Part 68) that are hereby made a part of this Lease by reference.

1.26 Sublease - means an agreement under which the Lessee grants a person or entity (a Sublessee) the right to use, occupy, or possess a portion of the Premises.

1.27 Termination Date - means the date this Lease may be terminated or cancelled in accordance with its terms prior to the Expiration Date.

Section 2. LEASE OF PREMISES

2.1. Lease of Premises; Reservation of Rights

(a) The Lessor hereby leases and demises to the Lessee under the authority of Part 18, and the Lessee hereby leases, upon and subject to the covenants and agreements contained in this Lease, from the Lessor, the Premises described as follows:

Dingman's Ferry Dutch Reformed Church, a 2,485 square foot, two-story residential building, and the commercial use Phoenix Building, located on U. S. Route 209 in Dingman's Ferry, in the Township of Delaware, Pike County, Pennsylvania; located on 0.52 acres; tract # 10564.

(b) Subject to all Applicable Laws, and all liens, encumbrances, restrictions, rights and conditions of law or of record or otherwise; and

(c) Excepting and reserving to the Lessor the right, at reasonable times and (except in case of emergency) following advance notice to the Lessee, to enter and to permit any governmental agency, public or private utilities and other persons to enter upon the Premises as may be necessary for the purposes of the administration of this Lease and/or the Park Area as determined by the Lessor and to close the Premises when immediate danger to life or property is discovered;

(d) Excepting and reserving exclusive rights to all oil, gas, hydrocarbons, and other minerals in, under, or on the Premises and ownership of any current or future water rights applicable to the Premises.

2.2 Waiver The Lessee hereby waives any 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 taken for the management and protection of the Park Area's resources and visitors.

2.3 Easements Nothing contained in this Lease shall give or be deemed to give the Lessee a right to grant any type of easement or right-of-way affecting the Premises. Lessor agrees to execute, if otherwise appropriate as determined by the Lessor, such easements for utilities as Lessee shall require in connection with the use and operation of the Premises.

2.4 Ownership of the Premises This Lease does not vest in the Lessee any fee interest in the Premises. Title to the Premises at all times is with and shall remain solely with the Lessor.

2.5 Historic Property The Premises are Historic Property.

Section 3. ACCEPTANCE OF THE PREMISES

3.1 As Is Condition of the Premises The Lessee agrees to lease the Premises in their existing "as is" condition and acknowledges that in entering into this Lease, the Lessee does not rely on, and the Lessor does not make, any express or implied representations or warranties as to any matters including, without limitation, any characteristics of the Premises or improvements thereon, the suitability of the Premises for the intended use, the likelihood of deriving trade from or other characteristics of the Park Area, the economic or programmatic feasibility of the Lessee's use and occupancy of the Premises, or hazardous materials on or in the vicinity of the Premises.

3.2 Lessee's Due Diligence Prior to entering into this Lease, the Lessee in the exercise of due diligence has made a thorough, independent examination of the Premises and all matters relevant to the Lessee's decision to enter into this Lease, and the Lessee is thoroughly familiar with all aspects of the Premises and is satisfied that they are in an acceptable condition and meet the Lessee's needs.

3.3 Inventory and Condition Report In the exercise of its due diligence, Lessee has taken into account a Inventory and Condition Report and acknowledges that it is complete and accurate.

Section 4. LEASE TERM AND ABANDONMENT

4.1 Lease Term

The Lease Term shall be a period of ten (10) years commencing on or about **June 1, 2012, and expiring May 31, 2022**, or ending on such earlier date as this Lease may be terminated.

4.2 Abandonment

The Lessee shall occupy the Premises during the entire Lease Term. If it fails to do so, the Lessee may be determined as in Default for abandoning the Premises. Occupancy is not required if the Lessor determines it infeasible because of the construction of Improvements.

Section 5. RENT

5.1. Net Lease and Rent Payments

(a) All rent shall be paid to Lessor on the first of the Month for the month. Example, June 2012, rent shall be paid on June 1, 2012. Rent shall be paid to Lessor without any abatement, deduction, counterclaim, or offset. Lessee shall pay all costs, expenses and charges of every kind and nature relating to the Premises, including, without limitation, all taxes and assessments.

(b) All rent payments consisting of \$10,000 or more shall be deposited electronically by the Lessee using the Treasury Financial Communications System. At Lessor's option, rent payments may be payable by wire transfer or other electronic means to such account as Lessor may designate. Interest and administrative costs will be assessed on overdue Rent payments. The Lessor may also impose penalties for late Rent payments to the extent authorized by Applicable Law.

5.2 Annual Rent During the Lease Term, Lessee shall pay to Lessor Annual Rent for the Premises in the determined aggregate annual amount (as adjusted for CPI if provided below) payable in advance in equal monthly installments on the first day of each calendar month.

5.3 CPI Adjustment The Annual Rent will increase effective as of the beginning of the second Lease Year and annually thereafter during the Lease Term to reflect the proportionate cumulative increase in the CPI, if any, during the previous Lease Year. For purposes of this section, CPI means the United States Department of Labor, Bureau of Labor Statistics, All Cities Average Consumer Price Index, or if such index is no longer published, a successor or substitute index designated by the Lessor, that shows changes in consumer prices in the locale of the Park Area.

Section 6. USE OF PREMISES

6.1 Authorized Uses

The Lessee may utilize the Premises only for the following purposes: Use of the Dutch Reformed Church Premises is restricted to residential use only. Use of the Phoenix Building is restricted to commercial use only.

6.2 Changes to Authorized Uses The Lessee may amend or change approved uses subject to the prior written approval of the Lessor. No change of the uses of the Premises shall be approved unless the Lessor, among other matters, determines the proposed use to be consistent with Part 18, the Park Area's General Management Plan, all other Applicable Laws, and that the proposed change will not have an adverse impact on the Lessor's ability to manage and protect the Park Area's resources and visitors.

6.3 Applicable Laws The Lessee shall comply with all Applicable Laws in its use and occupancy of the Premises.

6.4 Forbidden Uses In no event shall the Premises be used for any purpose that is not permissible under Part 18 or, even if so permissible, may be dangerous to life, limb, property or public health; that in any manner causes or results in a nuisance; that is of a nature that it involves substantial hazard, such as the manufacture or use of explosives, chemicals or products that may explode, or that otherwise harms the health or welfare of Park Area resources and/or visitors; or that results in any discharge of Hazardous Materials in, on or under the Premises.

6.5 Site Disturbance Lessee shall neither cut any timber nor remove any other landscape features of the Premises such as shrubs or bushes without Lessor's prior written consent. The Lessee shall conduct no mining or drilling operations, remove no sand, gravel or similar substances from the ground, and commit no waste of any kind.

6.6 Protection of Cultural and Archeological Resources The Lessee shall ensure that any protected sites and archeological resources within the Park Area are not disturbed or damaged by the Lessee except in accordance with Applicable Laws and only with the prior written approval of the Lessor. Discoveries of any archeological resources by the Lessee shall be promptly reported to the Lessor. The Lessee shall cease work or other disturbance, which may impact any protected site or archeological resource until the Lessor may grant approval to continue upon such terms and conditions as the Lessor deems necessary to protect the site or resource.

6.7 Signs The Lessee may not post signs on the Premises of any nature without the Lessor's prior written approval. Any approval of a sign that may be given by the Lessor shall specify the type, size, and other appropriate conditions concerning its display. The Lessor may post signs on the Premises as appropriate for the administration of the Park Area.

6.8 Permits and Approvals Except as otherwise may be provided in this Lease, the Lessee shall be solely responsible for obtaining, at its expense, any permit or other governmental action necessary to permit its activities under this Lease.

6.9 Alterations The Lessee shall not make Alterations of any nature to the Premises without the written permission of the Lessor. Any such permission that may be given will be subject to an amendment of this Lease to incorporate appropriate terms and conditions regarding the nature of the Alterations and construction requirements, including, without limitation, construction insurance requirements.

Section 7. RECORDS AND AUDITS The Lessee shall provide the Lessor and its agents and affiliates, including without limitation, 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 for any of the five (5) preceding Lease Years. The Lessee shall keep and make available to the Lessor these books and records at a location in the Premises or within the locale of the Park Area. The Lessee shall, if requested by the Lessor, provide the Lessor with complete information and data concerning the Lessee's operations and operating results, including without limitation, information and data regarding [specify particular types that relate to the lessee's particular operations.] Note: Section 7 is not applicable to residential use.

Section 8. MAINTENANCE AND REPAIR

8.1 Lessee's Responsibilities

The Lessor and Lessee are responsible for the following repair and maintenance of the Premises during the Lease Term:

(a) Responsibilities:

Delaware Water Gap National Recreation Area (LESSOR), hereafter referred to as "the Park", is responsible for:

- **Building Components and Systems:** Replacement of building components and systems that have exceeded their life expectancy, as defined by the manufacturer and dictated by conditions i.e., well pump, roof, HVAC system, waste water/septic system, foundation, and structural framing. The Park will consult with the Lessee before any actions are taken. Emergencies frequently stem from failure to properly maintain systems, so a requested emergency response may not result in replacement of systems at the Park's cost.
- **Wells:** Replacement of failed wells.
- **Driveways:** Replacement of driveways that have suffered serious damage, provided that such damage did not occur through neglect or actions of the Lessee.

- Inspections: Per Section 2.1 (c) of the Lease, the park reserves the right to enter any structure to conduct inspections, but all such inspections will be conducted in conjunction with the Lessee. Reasonable notice will be provided for inspections. Emergency situations will be dealt with immediately. A regular annual inspection will be conducted of all facilities and/or grounds. Annual inspections will produce a maintenance record that prescribes and schedules necessary actions required to be completed by the responsible parties.

LESSEE is responsible for:

- Interiors: Routine maintenance, repair and painting of building interiors.
- Structural Features: Maintenance and repair of roofs, doors, windows, porches, steps and other structural features.
- Utilities, Well, Wastewater System: Annual maintenance and repair of wastewater system to include pumping of septic tank, yearly furnace/boiler service, and replacement of filters on HVAC system. All repairs to utilities are to be completed by certified professionals. An annual routine maintenance plan will be provided by the Lessee to the Park Superintendent by January 1 of each year reflecting maintenance activities planned and a schedule for all maintenance activities.
- Utility Fixtures: Replacement of electrical outlets, electrical fixtures, water faucets, sinks, toilets, and bathtubs/showers. All repairs to utility fixtures are to be completed by certified professionals.
- Exteriors: Routine maintenance repair and painting. Painting of building exterior and color must be approved by the Park Superintendent in writing.
- Grounds: Maintenance of all yards, lawns and grounds associated with the facilities and within the area specified in the Lease.
- Roads and Driveways: Maintenance of roads and driveways, including culvert cleaning and all snow removal.
- Security Systems: Installation (with Park review and approval) and maintenance of building security systems, if deemed appropriate.
- Housekeeping: Assuring that all facilities and associated areas are kept clean and orderly.
- Disposal: Brush, trash and other refuse will be disposed of promptly.

- Recycling: Plastic, glass, aluminum and paper will be recycled through a private contractor. The Park strongly encourages the use of “green” products and requires an aggressive recycling program. Measurable volume reports will be provided no later than January 15th annually to the Park Superintendent to track recycling efforts.

2. Structures

The following will apply to all structures managed by the Lessee under the terms of this agreement, as appropriate, including barns, sheds, garages and other outbuildings:

- Historic Structures: All work done on structures either on or eligible for the National Register of Historic Places must conform to the Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. Copies of the standards are available from the Park. Guidance on implementing the Secretary’s Standards will be provided by the Park’s historical architect. All work to be completed by Lessee will not begin without advance approval in writing by the Park Superintendent.
- Heating: Whether occupied or unoccupied, in order to protect interior finishes, the Dutch Reformed Church will be maintained at a minimum of 45 degrees during the heating season.
- Alterations/Additions: No building or other structure shall be erected, constructed, altered, extended, improved or removed without prior written approval from the Park Superintendent. All building improvements are the property of the Park.
- Security: The Lessee will secure all structures when they are not in use. Vandalism, break-ins and damage to facilities must be reported to Park dispatch (570-426-2457 or 1-800-543-4295) as soon as possible.

3. Grounds

The following will apply to all grounds managed by the Lessee under the terms of this agreement:

- Alterations: No vegetation – excluding routine trimming of brush and trees around buildings – may be cut or destroyed without first obtaining written approval from the Park Superintendent. Requests to cut trees must be submitted to the Park.
- Additions: No new plantings – trees, flowers, gardens, etc. – are permitted without written approval from the Park Superintendent. Guidance on such changes is provided by the Service’s directive on cultural landscapes and by Executive Orders.

- Pesticides/Herbicides: Pesticides and/or herbicides are prohibited, except as approved by the Park's integrated pest management (IPM) coordinator (570-296-6952 ext 27).
- Animal-Proof Containers: If determined to be necessary by the Lessor, the Lessee will acquire and maintain animal-proof garbage and trash containers or employ locks and chains to secure such containers at all times when not in use.
- Signs: Regulatory and NPS signs will be provided by the Park. All other signs must be approved in writing by the Park Superintendent prior to placement. Hand-written signs are expressly prohibited.

Any repair and maintenance actions that may result in Alterations to the Premises require the prior written approval of the Lessor.

8.2 Preservation Maintenance Plan The Dutch Reformed Church is a historic property. The Lessor will conduct annual maintenance inspections which will produce a maintenance record and preservation plan; as appropriate and consistent with the requirements of the Secretary's Treatment Standards and NPS 28; that prescribes and schedules necessary actions required to be completed by the responsible parties.

Section 9. UTILITIES

The Lessee at its sole expense shall make all arrangements with appropriate utility providers (including the Lessor where applicable), for all utilities furnished to the Premises, including, without limitation, gas, electricity, other power, water, cable, telephone and other communication services, sewage, and waste removal. Any utility service provided by Lessor will be subject to the Lessor's established policies and procedures for provision of utility services to third parties.

Section 10. HAZARDOUS MATERIALS

The Lessee shall comply with the following provisions concerning Hazardous Materials:

(a) No Hazardous Materials shall 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) The Lessee shall use, manage, treat, keep, store, release discharge and dispose of its approved Hazardous Materials in accordance with all Applicable Laws. The Lessee is responsible for timely acquisition of any permits required for its Hazardous Materials and related activities and will be fully responsible for compliance with the provisions and conditions of such permits;

(c) If any Hazardous Materials Occurrence caused by Lessee results in any contamination of the Premises, other Park Area property or neighboring property, the Lessee shall promptly take all actions at its sole expense as are required to comply with Applicable Laws and to allow the Premises or such other property to be used free of any use restriction imposed under Applicable

Laws as a result of the Hazardous Materials Occurrence. Except in cases of emergency, the Lessor's written approval of such actions shall first be obtained;

(d) Lessee at its expense shall be responsible for the abatement of Hazardous Materials in accordance with Applicable Laws in, on, or under the Premises as of the Commencement Date and thereafter; and

(e) If the Lessee discovers any unapproved Hazardous Materials in or on the Premises or becomes aware of a Hazardous Materials Occurrence related to the Premises, the Lessee shall immediately notify the Lessor.

Section 11. INSURANCE AND INDEMNIFICATION

11.1 Insurance During the Lease Term

At all times during the Lease Term and at the Lessee's sole expense, it shall obtain and keep in force for the benefit of the Lessee and Lessor the insurance coverages set forth in Exhibit B to this Lease under the terms and conditions of Exhibit B.

11.2 Insurance Requirements Modification

If the Lessor at any time, but not more than annually, believes that the limits or extent of coverage, conditions, deductibles or self insurance retention, with respect to any of the insurance required by this Lease are insufficient for a prudent owner of property of the nature of the Premises, the Lessor may determine the proper and reasonable limits and extent of coverage, conditions, deductibles and self insurance retention limits for such insurance and such insurance shall thereafter be carried by the Lessee until changed pursuant to the provisions of this section.

11.3. 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, shall be held by the Lessee in an interest bearing account, with all interest accrued thereon deemed proceeds of insurance for purposes of this Lease. However, if required by the Lessor, an insurance trustee acceptable to the Lessor shall hold such proceeds for application in accordance with this Lease.

11.4 Inadequate Insurance Coverage

The Lessee's responsibilities under this Lease for the repair or replacement of the Premises assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers. No approval by the Lessor of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the Lessor of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.

11.5 Indemnity

The Lessee shall indemnify, defend, save and hold the United States of America, its employees, successors, agents and assigns, harmless from and against, and reimburse the United States of America for any and all claims, demands, damages, injuries, losses, penalties, fines, costs, liabilities, causes of action, judgments, and expenses, including without limitation expenses incurred in connection with or arising in any way out of this Lease, the use, occupancy or manner of use or occupancy of the Premises by the Lessee or any other person or entity, the design, construction, maintenance, or condition of any improvements on the Premises, the condition of the Premises, and/or any accident or occurrence on the Premises from any cause whatsoever; provided, however, that the Lessee shall not be liable to the extent that the damages, expenses, claims or suits result from the willful misconduct or negligence of the United States of America, or its employees, contractors, or agents; provided, further, that the United States of America shall be liable only to the extent such claims are covered by the Federal Tort Claims Act (28 USC 2671 et seq.).

The provisions of this section shall survive the Expiration Date or Termination Date of this Lease.

Section 12. DAMAGE OR DESTRUCTION

12.1 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:

- (a) the Lessee, as promptly as reasonably practicable and with all due diligence, subject to the written prior approval of the Lessor, shall repair or replace the damaged or destroyed Premises to the condition that existed prior to the damage or destruction; or
- (b) the Lessor may terminate this Lease without liability and the Lessee shall pay to the Lessor as additional rent the insurance proceeds resulting from the damaged or destroyed Premises.

12.2 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, any other property on the Premises shall operate to terminate this Lease except as provided in Section 12.1 of this Lease. No such loss or damage shall affect or relieve the Lessee from the Lessee's obligation to pay the Rent required by this Lease and in no event shall the Lessee be entitled to any prorated return or refund of Rent paid hereunder. Unless this Lease is terminated under Section 12.1, no such loss or damage shall 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.

13. LIENS

13.1. No Power in Lessee to Create

The Lessee shall have 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.

13.2. Discharge of Liens by Lessee

The Lessee shall not suffer or permit any liens known to the Lessee to stand against the Premises for any reason. If a lien is filed against the Premises, the Lessee shall cause it to be discharged of record within sixty calendar (60) days after notice to the Lessee of filing the lien. If the Lessee fails to discharge or contest the lien within this period and the failure shall continue for a period of fifteen calendar (15) days after notice by the Lessor, then, in addition to any other right or remedy of the Lessor, the Lessor may, but shall not be required, to procure the discharge of the lien either by paying the amount claimed to be due, by deposit in court, or by bonding. All amounts paid or deposited by the Lessor for any of these purposes, and all other expenses of the Lessor and all necessary disbursements in connection with them, shall become due and payable forthwith by the Lessee to the Lessor upon written demand therefore as additional Rent.

13.3 No Consent or Waiver by Lessor

Nothing in this Lease shall be deemed to be or be construed in any way as constituting the consent or request of the Lessor, expressed or implied, by inference or otherwise, to any person, firm or corporation, for performance of any labor or the furnishing of any materials in connection with the Premises.

Section 14. ASSIGNMENTS AND ENCUMBRANCES

14.1 Assignments and Subleases

The Lessee shall not effectuate an Assignment of this Lease, in whole or in part, or any real property on the Premises, nor Sublease the Premises to a Sublessee or any part thereof or any property thereon, nor grant any interest, privilege or license whatsoever in connection with this Lease, without the express prior written permission of the Lessor. Approval of any Assignment is in the discretion of the Lessor and in no event shall the Lessor grant an approval unless it is able to determine that the proposed assignee or Sublessee is financially and managerially capable of carrying out the terms of this Lease.

With respect to proposed assignments and without otherwise limiting the criteria upon which the Lessor may withhold its consent to any proposed assignment, the Lessee shall furnish to the Lessor the following information: [1] all instruments proposed to implement the transaction; [2] a statement as to the existence of any litigation questioning the validity of the proposed transaction; [3] a description of the management qualifications and financial background of the proposed transferee, if any; [4] a detailed description of the financial aspects of the proposed transaction including but not limited to prospective financial forecast statements that have been

examined by an independent accounting firm and that demonstrate to the satisfaction of the Lessor that terms of the transfer do not impede or interfere with the financial ability of the Lessee to perform the requirements of this Lease; [5] if the transaction may result in an encumbrance on the Lessee's assets, full particulars of the terms and conditions of the encumbrance; and [6] such other information as the Lessor may reasonably require. The Lessor shall have the right to approve the form of any assignment.

Any consideration for transfers of leasehold interests (as such costs are approved by the Lessor) received by the Lessee from an assignee for or in connection with an assignment of this Lease shall be payable to the Lessor.

The Lessor has an unconditional right to assign this Lease or any or all of its rights and obligations under it at any time.

14.2 Encumbrances

The Lessee may not effectuate an Encumbrance on the Premises with the prior written permission of the Lessor. Approval of any Encumbrance is in the discretion of the Lessor and in no event shall an encumbrance be approved unless the Lessor is able to determine that it only grants its holder, in the event of a foreclosure, to assume the responsibilities of the Lessee under this Lease or to select a qualified new lessee subject to the written approval of the Lessor, and that it does not grant its holder any rights to alter or amend in any manner the terms and conditions of this Lease.

Section 15. DEFAULTS AND LESSOR'S REMEDIES

15.1 Termination for Default

The Lessor may terminate this Lease for default if the Lessee fails to keep and perform any of the terms and conditions of this Lease, provided that the Lessor shall first give the Lessee a written Notice of Default at least fifteen (15) calendar days prior to the Lessor's intention to terminate. If the Lessee does not correct the default within the applicable time period, the Lessor will issue a Notice of Termination which will terminate the lease, all of the rights associated with the lease and the Lessee shall vacate the Premises immediately.

The Lessee has the right to terminate the lease for any reason, but must do so in writing to the Park Superintendent at least ninety (90) days in advance of the desired termination date.

15.2 No Waiver

No failure by the Lessor 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, and no acceptance by the Lessor of full or partial rent during the continuance of any default shall 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 shall affect or alter this Lease, but each and every term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default.

15.3 Lessor's Right to Cure Defaults

If a default occurs under the terms of this Lease and the Lessee fails to correct the default within the applicable grace period, the Lessor may choose to correct the default (entering upon the Premises for such purposes if necessary), and the Lessor shall not be liable or in any way responsible for any loss, disturbance, inconvenience, or damage resulting to the Lessee as a result, and the Lessee shall pay to the Lessor upon demand the entire expense of the correction as additional Rent, including, without limitation, compensation to the agents, consultants and contractors of the Lessor and related expenses. The Lessor may act upon shorter notice or no notice at all if necessary in the Lessor's judgment to meet an emergency situation or governmental time limitation or to protect the Lessor's interest in the Premises.

Section 16. SURRENDER AND HOLDING OVER

16.1 Surrender of the Premises

(a) On or before the Expiration Date or Termination Date of this Lease, the Lessee shall surrender and vacate the Premises, remove Lessee's Personal Property, and return the Premises, including the FF&E, to as good an order and condition as that existing upon the Commencement Date.

(b) For these purposes, the Lessor and Lessee shall prepare an inventory and condition report of the Premises to constitute the basis for settlement by the Lessee to the Lessor for Lessor's FF&E, or elements of the Premises shown to be lost, damaged or destroyed. Any such FF&E, or other elements of the Premises shall be either replaced or 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.

16.2 Holding Over This Lease shall 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 shall not constitute a renewal of this Lease or give the Lessee any rights under this Lease or in or to the Premises.

Section 17. EQUAL OPPORTUNITY LAWS

The Lessee and Lessee's Agent's shall 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 by Executive Order 11375 of October 13, 1967; (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. Chapter 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. Sections 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 shall do nothing in advertising for employees that will prevent those covered by these laws from qualifying for such employment.

Section 18. NOTICES

Except as otherwise provided in this Lease, any notice, consent or other communication required or permitted under this Lease shall be in writing and shall be delivered by hand, sent by courier, sent by prepaid registered or certified mail with return receipt requested and addressed as appropriate to the following addresses (or to such other or further addresses as the parties may designate by notice given in accordance with this section):

If to the Lessor:

Superintendent
Delaware Water Gap National Recreation Area
1 River Road
Bushkill, Pennsylvania 18324
Attn: Superintendent

If to the Lessee:

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

Section 19. GENERAL PROVISIONS

The following general provisions apply to this Lease:

- (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. The Lessor under no circumstances shall be responsible or obligated for any losses or liabilities of the Lessee. The Lessee shall 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 shall not, nor be deemed nor construed to, confer upon any person or entity, other than the parties hereto, any right or interest, including, without limiting the generality of the foregoing, 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 the award of a new lease upon termination or expiration of this Lease. No rights shall 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 shall have the right to terminate this Lease for Default.

(e) In case any one or more of the provisions of this Lease shall for any reason be held to be invalid, such invalidity shall not affect any other provision of this Lease, and this Lease shall 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 shall govern the validity, construction and effect of this Lease.

(i) This Lease constitutes the entire agreement between the Lessor and Lessee with respect to its subject matter and supersedes all prior offers, negotiations, oral and written. This Lease may not be amended or modified in any respect except by an instrument in writing signed by the Lessor and 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, shall not work a merger, but, at the option of the Lessor, shall either terminate any or all existing subleases hereunder or operate as an assignment to the Lessor of any or all of subleases.

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

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

(m) The Lessee shall not construct new buildings or structures on the Premises, except that, with the prior written approval of the Lessor, the Lessee may construct minor additions, buildings and/or structures determined by the Lessor to be necessary for support of the uses authorized by this Lease.

(n) Nothing contained in this Lease shall be construed as binding 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. Nothing in this Lease shall be construed as preventing the cancellation of this Lease by the Lessor in the exercise of sovereign authority otherwise provided by Applicable Laws.

IN WITNESS WHEREOF, the, Regional Director, Northeast Region, National Park Service, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary of the Interior, as 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

By _____
**Dennis R. Reidenbach, Regional Director
Northeast Region**

LESSEE

By _____
Title _____

EXHIBIT A: Insurance Requirements

During the term of this Lease, the Lessee shall 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

(a) Property Insurance - An all risk or special form, including fire, vandalism and malicious mischief insurance. The amount of such insurance shall be the full insurable value of the Premises. All such policies shall specify that proceeds shall be payable whether or not any damaged or destroyed improvements are actually rebuilt. All such policies shall waive any requirement that a building or structure be replaced at its original site.

(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 _____ (\$_____) per incident and _____ (\$_____) aggregate for the Premises. Such insurance shall 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, Lessor, and Lessee.

2. Conditions of Insurance

(a) The policy or policies required under this section shall provide that in the event of loss, the proceeds of the policy or policies shall 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 or replacement; 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 shall name the Park Area as an additional insured.

(c) All of the insurance required by this section and all renewals shall 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 shall provide that such policies shall 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

shall maintain all policies provided throughout the Lease Term and the Lessee shall renew such policies before the expiration of the term of the policy.

(e) If the Lessor at any time, but not more than annually, believes that the limits or extent of coverage, deductibles or self insurance retention, with respect to any of the insurance required by this section are insufficient for a prudent owner of property of the nature of the Premises, the Lessor may determine the proper and reasonable limits and extent of coverage, deductibles and self insurance retention limits for such insurance and such insurance shall thereafter be carried by the Lessee until changed pursuant to the provisions of this section.

(f) The Lessee assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers. No approval by the Lessor of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the Lessor of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.

(g) The Lessee and Lessee's Agents shall 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 section.