



LEASE

Between

U.S. DEPARTMENT OF THE INTERIOR

And

LESSEE

For the Premises known as
Fort Washington Marina
Piscataway Park
13600 King Charles Terrace
Fort Washington, Maryland. 20744

NPS Lease# L-NACE007-20

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THIS LEASE is made and entered into by and between the United States Department of the Interior (DOI), acting through the National Park Service (NPS), an agency of the United States of America (Lessor), and _____ (Lessee) (with the named individuals being jointly and severally liable for the obligations of the Lessee).

WITNESSETH THAT:

WHEREAS, Congress designated Piscataway Park (PISC or Park Area) as a unit of the national park system; and

WHEREAS, the Act of October 4, 1961, created Piscataway Park in Maryland to preserve for the benefit of present and future generations the historic and scenic values, the unusual cultural, scientific, and recreational values, and the present open and wooded character of certain lands situated along the Potomac River, and to preserve lands which provide the principal overview from the Mount Vernon Estate and Fort Washington, in a manner that will insure, insofar as practicable, the natural beauty of such lands as it existed at the time of the construction and active use of Mount Vernon Mansion and Fort Washington; and

WHEREAS, Piscataway Park boundary was expanded by Public Law 93-444 in October 1974 to include additional parcels of land, which included the Fort Washington Marina. The marina is in an important area of the principal overview from the Mount Vernon Estate and Fort Washington;

WHEREAS, the Secretary of the Interior has also determined that it is desirable to continue operation only in such a manner as will insure that the principal overview from the Mount Vernon Estate and Fort Washington are maintained, insofar as possible in its natural beauty as it existed at the time of construction and active use of Mount Vernon Mansion and Fort Washington; and

WHEREAS, continued operation of a marina at Fort Washington, particularly in a manner that will insure that the principal overview of Mount Vernon Estate and Fort Washington is maintained as the Congress has directed; and

WHEREAS, the Park Area includes property that has been determined suitable for leasing under 36 Code of Federal Regulations Part 18; and 54 USC 306121; and

WHEREAS, the Lessor has determined that the use and occupancy of the property that is made available under this Lease is consistent with 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, including, without limitation, the terms and conditions of the Exhibits attached hereto as of the Commencement Date and those Exhibits which become attached to this Lease during its term as identified herein; and

WHEREAS, the Lessee was selected in response to “Request for Proposals, Fort Washington Marina,” dated Friday, August 30, 2019.

NOW THEREFORE, in consideration of their mutual promises, the Lessor and Lessee hereby agree as follows:

SECTION 1. DEFINITIONS

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

1.1 Additional Rent – refers to all forms of Rent required by this Lease other than the Annual and Percentage Rent required by Section 5 hereof.

1.2 Alterations –means any construction, dredging, modifications, rehabilitation, reconstruction, and/or restoration of the Premises, in accordance with the terms of this lease, other than Initial Improvements.

1.3 Annual Rent – means the fixed rent to be paid annually to Lessor by Lessee as described in Section 5 hereof.

1.4 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, environmental laws and those relating to accessibility to, usability by, and discrimination against, disabled individuals), and all covenants, restrictions, viewshed preservation requirements (from Mount Vernon and Fort Washington) 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, or alteration, repair or restoration of any portion of the Premises, even if compliance therewith necessitates structural changes to the Premises or results in interference with the use or enjoyment of all or any

portion of the Premises.

1.5 Approved Costs – means costs required for the construction of Initial Improvements (see Section 8.1 of this Lease) or Alterations, as approved by Lessor.

1.6 Assignment – means the transfer, in whole or in part, of any of the Lessee’s rights or interest under this lease, whether it is direct or indirect, voluntary or by operation of law. 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(s), “controlling interest” means the beneficial ownership of the assets of the Lessee so as to permit exercise of managerial authority over the actions and operations of the Lessee.

1.7 Certificate of Completion – A written document from the Lessor stating that Initial Improvements or Alterations are complete and acceptable.

1.8 Commencement Date – means the first day of the Lease Term as stated in Section 4 of this Lease.

1.9 Construction Documents – refers collectively to all drawings, plans, specifications, and similar documents associated with the construction of Initial Improvements or Alterations.

1.10 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.

1.11 Exhibit(s) – means documents which are attached to this Lease as additional terms and conditions of this Lease as of the Commencement Date and those documents which become attached hereto during its term as Exhibits as of the date of issuance by the Lessor.

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

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

1.14 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.

1.15 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.

1.16 Historic Property (or historic resource) – means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion on the National Register of Historic Places..

1.17 Improvements – refers collectively to any Initial Improvements and Alterations.

1.18 Initial Improvements – means the, modifications, rehabilitation, dredging, reconstruction, and/or restoration of the Premises as may be described in Section 8 of this Lease that the Lessee is required to make at the commencement of this Lease.

1.19 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.

1.20 Lease Term – is the term of this Lease as stated in Section 4 of this Lease.

1.21 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.

1.22 Lessor Improvements – means Improvements to the Premises which may be made by Lessor during the term of this Lease.

1.23 Maintenance Plan – is a document that sets forth a plan for the Lessee’s repair and maintenance of the Premises.

1.24 Notice of Default – means an instrument in writing from the Lessor to the Lessee providing notice that the Lessee is in default of the Lease.

1.25 NPS 28 – means the National Park Service document entitled “Cultural Resource Management Guidelines” which is hereby made a part of this Lease by reference.

1.26 Park Area – means Piscataway Park (PISC) or Park Area.

1.27 Part 18 – means Part 18 of Title 36 of the Code of Federal Regulations.

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

Premises so as to be part of the realty.

1.29 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.

1.30 Premises – means the property of the Park Area that is described in Section 2 and Exhibit C of this Lease, including, without limitation, all Improvements thereon as of the Commencement Date and all Initial Improvements, Alterations and other installations or physical changes made to the Premises during the term of this Lease by any party.

1.31 Real Property and Existing Condition Report – means the document contained in Exhibit C to this Lease that describes and identifies the Premises and the condition of the Premises as of the Commencement Date.

1.32 Rent – means the Annual Rent to be paid to the to the Lessor by the Lessee as described in Section 5 of this Lease and any Additional Rent this Lease may require.

1.33 Rent Offset – means offsets to Annual Rent which Lessee may make pursuant to Section 5.7 of this Lease.

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

1.35 Sublease – means an agreement under which the Lessee grants a person or entity (a Sublessee) the right to use, the Premises in whole or in part, specifically to provide for repair services done with outside vendors (with truck) on boats

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

1.37 Utilities – Include, but are not limited to, electric, propane, telephone, internet, wifi, water, and wastewater.

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, the Premises described as follows and as depicted and further described in Exhibit A:

(377 square feet); 247228 boat shop (5,231 square feet); 247334 diesel fuel system (10,000); 247335 gas fuel system (10,000), 247336 Marina Parking (180589 square feet), 247339 Marina and Boat Launch (66168 square feet), 248982 Maintained Landscape (8.31 acres), 248983 Waste Water System (1000 GPD), 114177 King Charles Terrace Access Road (.43 miles) (Note: The 6 digit numbers included here are reference numbers in FMSS, a facility tracing system utilized by the NPS)

The Premises may include utilities and other assets not specified above. The Lessee is responsible for all lands, structures, assets, utilities, landscape, and other features of the Premises.

- (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, without prior notice, 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 responding to or preventing an emergency; and
- (d) Excepting and reserving to the Lessor the right, at reasonable times and 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
- (e) Excepting and reserving to the Lessor the right to close the Premises when immediate danger to life or property is discovered or is otherwise required by law; and
- (f) Excepting and reserving exclusive rights to the Lessor 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; and
- (g) Excepting and reserving to the Lessor the right, upon request, to use one (1) boat slip; and one parking space reserved for NPS (emergency vehicles) and
- (h) Excepting and reserving, at all times, to the Lessor and the general public, the right of ingress and egress for the purpose of accessing property adjacent to the Premises.

2.2 Waiver

The Lessee hereby waives any claims for damages for any injury or inconvenience to or interference with 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 or Right-of-Way Permits

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 permit affecting the Premises. Lessor agrees to execute, if otherwise appropriate as determined by the Lessor, such easements or right-of-way permits for Utilities as Lessee shall reasonably 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. As used in this Lease Title of Premises means all trademarks, service marks and logos and brand identification and indicia, used to identify or describe the Lessor and/or the Area and associated properties or features located therein, whether registered or not.

2.5 Historic Property

The Premises (or portions of the Premises) are considered a Historic Property, and it is a non-contributing resource within the current National Register nomination. Please note the park is in the process of an update the National Register nomination for Piscataway Park, therefore, the status of the Premises could change, and all laws, regulations, and policies related to contributing historic properties may apply.

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 as of the Commencement Date 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 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 examined Real Property: Dates of Installation and Construction - Existing Condition (Exhibit C) 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 TBD by negotiations between the lessee and NPS commencing TBD (Commencement Date) and expiring on TBD (Expiration Date) or ending on such earlier date as this Lease may be terminated in accordance with its terms (Termination Date); provided, however, that if the Lessee fails to timely complete Initial Improvements (See Section 8 of this Lease) in accordance with the Construction Documents, this Lease shall be for a term of ten (10) years unless terminated earlier in accordance with its terms.

* The final terms of any lease must be consistent with the requirements of the RFP

4.2 Abandonment

The Lessee shall utilize and maintain the Premises in accordance with the terms of this Lease during the entire Lease Term. Notwithstanding the foregoing, Lessee shall not be in violation of this provision for closures due to extreme weather events or due to a force majeure event. In the event a force majeure event occurrence renders the occupancy of the

Premises infeasible for an extended period of time, the Lessor may terminate this Lease in accordance with the termination process set forth in Section 19.

SECTION 5. RENT

5.1. Net Lease and Rent Payments

(a) Except as provided in Section 5.7, all Rent shall be absolutely net to Lessor without any abatement, deduction, counterclaim, set-off 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 applicable to the Premises promptly upon billing by Lessor.

(b) All rent payments after authorized offsets shall be remitted by Lessee to Lessor in a manner which Lessor will specify to Lessee. Such manner of remittance may change, at Lessor's sole discretion. Interest at the Interest Rate will be assessed on overdue Rent payments. The Lessor may also impose penalties for late Rent payments to the extent authorized by Applicable Law.

(c) The Lessor may choose to, but is not obligated to, issue Lessee a bill of collection identifying Rent due and owing, though any failure of the Lessor to do so shall not alleviate Lessee's obligation to remit Rent due and owing pursuant to the terms of this Lease.

5.2 Annual Rent

The annual rent for this lease is subject to determination by the Department of the Interior's Appraisal Valuation Services Office (AVSO). Such rent may be in the form of a percentage of Gross Receipts and/or a specified level of additional payments.

5.3 Rent Adjustments

Paragraph Deleted

5.4 Fixed Rent and/or Percentage Rent (to be determined by Appraisal Process and Industry standards for rent)

Rent will be assessed at a percentage rate of Gross Revenues as determined by appraisal,

payable in monthly installments.

5.5 Gross Revenue

Gross Revenue means the entire amount of Lessee's revenues (and the revenues of any Affiliate of Lessee) derived from this Lease or any Sublease hereunder, such amount as determined in accordance with generally accepted accounting principles consistently applied. Gross revenues include, as applicable and without limitation, rent paid by Tenants, Tenant payments in lieu of rent, Tenant reimbursements, and payments under a loss of rents insurance policy or provision. Also included in Gross Revenues are receipts from all mechanical or other vending devices placed on the Premises by the Lessee or under authority from the Lessee. The term "Affiliate of Lessee" as used in this section means any person or entity directly or indirectly controlling, controlled by, or under common control with Lessee, or, any entity owned in whole or part, directly or indirectly, by Lessee.

5.6 Annual Financial Reports

- (a) The Lessee shall submit annually as soon as possible, but not later than one hundred twenty (120) days after the last day of its fiscal year, a financial statement (and any associated review or audit conducted by a Certified Public Accountant) for the preceding fiscal year or portion of a year certifying annual gross revenue.
- (b) If the Lessee's annual gross revenue is in excess of \$1,000,000, the financial statements must be audited by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.
- (c) If the Lessee's annual gross revenue is between \$500,000, and \$1,000,000, the financial statements must be reviewed by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services (SSARS) and procedures promulgated by the American Institute of Certified Public Accountants.
- (d) If the Lessee's annual gross revenue is less than \$500,000, the financial statements may be prepared without involvement by an independent Certified Public Accountant, unless otherwise directed by the Lessor.

5.7 Rent Offsets

- (a) Lessor approved Initial Improvements:

The Lessor will offset rent for Approved Costs of completed Initial Improvements incurred by the Lessee in accordance with the requirements of this Lease. The method and timing of such Rent Offsets will be agreed to by the Lessor and Lessee from time to time, provided that, no Rent Offsets may be made in the absence of such an agreement.

(b) Lessor approved Alterations:

The Lessee may request and, the Lessor may approve, Rent Offsets for Approved Costs of completed Alterations incurred by the Lessee on a project-by-project basis in accordance with the requirements of this Lease. The method and timing of such Rent Offsets will be agreed to by the Lessor and Lessee from time to time, provided that, no Rent Offsets may be made in the absence of such an agreement.

(c) Marina Upkeep Reserve Account:

For expenditures undertaken in accordance with the Marina Upkeep Reserve Account requirements (see Section 9.4) that exceed the available balance in the Marina Upkeep Reserve Account, the Lessee may request and the Lessor may approve Rent Offsets, on a project-by-project basis. The method and timing of such Rent Offsets will be agreed to by the Lessor and Lessee from time to time, provided that, no Rent Offsets may be made in the absence of such an agreement

(d) The Lessee shall have no right or claim of compensation of any nature from the Lessor in the event of a termination, assignment, or expiration of this Lease in circumstances where the Approved Costs of Initial Improvements and/or Alterations have not been applied by the Lessee to offset Annual Rent as of the date of such termination, assignment, or expiration of this Lease.

5.8 Rent Reconsideration

(a) The Rent required by this Lease shall be subject to reconsideration at the request of Lessor, or Lessee, in order to maintain the Rent under this Lease in an amount and structure consistent with fair market value rent. Projects deemed of importance to the Government may trigger a Rent Reconsideration from time to time. "Fair market value rent" for the purposes of this Section means the most probable rent, as of a specific date, in cash or in terms equivalent to cash, for which the Premises, under the terms and conditions of this Lease, should rent for their highest and best permitted use after reasonable exposure in a competitive market under all conditions requisite to a fair leasing opportunity, with

the Lessor and the Lessee each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.

(b) To request Rent reconsideration, the Lessor or Lessee must notify the other party in writing of its request within sixty (60) days after the end of the applicable Lease Year. Upon receipt of such notice, the Lessor and Lessee must negotiate in good faith a Rent adjustment. If, after the end of such sixty (60) day negotiation period, agreement as to a possible Rent adjustment has not been reached, either party may request that the matter be resolved by binding arbitration conducted by an arbitration panel. Such request must be made by written notice to the other party within thirty (30) days of the end of the negotiation period.

(c) One member of the arbitration panel is to be selected by the Lessor, one member is to be selected by the Lessee, and the two party-appointed members are to select the third (neutral) member. The neutral arbiter must be a licensed real estate appraiser. The expenses of the neutral arbiter and other associated common costs of the arbitration will be borne equally by the Lessor and the Lessee. The arbitration panel will adopt procedures that treat each party equally, give each party the opportunity to be heard, and give each party a fair opportunity to present its case. A Rent adjustment determination must be made by a majority of the members of the panel and will be binding on the Lessor and the Lessee. The arbitration panel will determine an appropriate adjustment to Rent, if any, to reflect fair market value rent effective as of the beginning of the fifth (5th) Lease Year and at five (5) year intervals thereafter, as applicable.

(d) During the pendency of the process described in this Section, the Lessee shall continue to make the established Rent payments required by this Lease.

SECTION 6. USES OF PREMISES

6.1 Authorized Uses

- (a) The Lessee may utilize the Premises only for the following purposes:
- Marina wet slip rentals
 - Rental of motorized and non-motorized watercraft (i.e. jet-skis, kayaks and canoes)
 - Sale of boating goods and services (i.e. ice, bait, tackle, fishing and photography supplies and services)
 - Marina fuel
 - Electric and Water Hookups

- Haul out services
- Laundry rooms
- Showers
- Public Boat launch
- Food and beverage sales (including alcoholic beverages)
- Snack bar
- Boat Repairs
- Dry dock repair services
- Dry Storage of boats
- Retail (souvenirs and informational products, appropriate to a National Park)
- Picnic Shelter(s) and associated grills

NPS, at its sole discretion, may also include additional uses, which are compatible with the Area's purpose, based on submissions from Applicants who demonstrate in their proposals they have the experience necessary to ensure safe implementation of same.

(b) Additionally, Lessee's activities on the Premises shall be subject to the general inspection of the Lessor and to such directives regarding ingress, egress, safety, sanitation, quiet hours, upkeep, and security as may be prescribed by the PISC Superintendent from time to time. Quiet hours must be enforced between the hours of 10 pm and 8 am on the Premises.

(c) The Lessee is responsible for ensuring that all commercial boating services provided follow the State of Maryland boating laws and regulations, included here by reference <https://dnr.maryland.gov/boating/Documents/recreationvessels.pdf>.

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, NPS Management 2006 Policies, all other Applicable Laws and Policies, 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 Forbiden Uses

- (a) In no event shall the Premises be used for any purpose that is not permissible under 36 CFR 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.
- (b) Marina slips may not be used for the purpose of promotional display of services, or for sales of boats or boat accessories.
- (c) Marina slips may not be used as live-aboard locations.
- (d) Storage of boats on land without appropriate rental fees being paid to lessee
- (e) Operations by lessee or users of the marina that violate quiet hours established for the marina. Quiet hours run from 10 p.m. until 8 a.m. Use of the property will meet the legislative need and intent of Piscataway Park, which was established to protect archaeological resources and maintain and protect the viewshed from Fort Washington and George Washington's Mt Vernon. Any and all alterations proposed to the physical nature of the marina, docks, buildings, or other features will be evaluated as to its impacts on the parks focal resources, and will not be approved if they are determined to be negative impacts.

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. With the exception of approved (by Lessor) maintenance for the dredging of the marina and grading of the marina parking areas.

6.6 Protection of Cultural and Archeological Resources.

The Lessee shall ensure that any protected sites and archeological resources on the Premises or within 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 as approved by the Lessor.

Specifically, but not limited to, obtaining and maintaining any and all State of

Maryland and Prince George's County permits related to having and maintaining an alcohol (liquor) permit.

6.9 Alterations

The Lessee shall not make any Alterations of any nature to the Premises without the express written approval of the Lessor.

6.10 Personal Property Structures

Any structures required in connection with the use and occupancy of the Premises, other than the Lessor Improvements assigned in this Lease, must be removable, personal property, and must be approved by the Lessor in writing prior to placement on the Premises. Such structures shall be removed by the Lessee at the Lessee's expense upon Lease expiration or termination. Because these structures, including associated FF&E, are removable in their entirety, no Rent Offset or other compensatory interest shall be obtained by the Lessee in these structures, including associated FF&E. Such structures shall:

- Be compatible with the surrounding structures, environment, and landscape;

- Be built with high-quality materials, be strong and stable, and provide a sense of permanence and overall quality in design, yet be easy to remove;

Use subtle integrative colors, compatible with the surrounding structures, environment, and landscape;
Meet compliance criteria and other required standards;
Use attractive, yet temporary, anchoring systems that do not damage the site, allow the structure to easily be removed; and
Be designed and maintained such that they remain in a high-quality condition.

6.11 Use of the property will meet the legislative need and intent of Piscataway Park, which was established to protect archaeological resources and maintain and protect the viewshed from Fort Washington and George Washington's Mt Vernon. Any and all alterations proposed to the physical nature of the marina, docks, buildings, or other features will be evaluated as to its impacts on the parks focal resources, and will not be approved if they are determined to be negative impacts.

SECTION 7. RECORDS AND AUDITS

(a) The Lessee shall provide the Lessor and its agents, including without limitation, the Comptroller General of the United States, access to all Lessee books and records relating to the Premises and 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 use and occupancy of the Premises.

(b) The Lessee shall, if requested by the Lessor, provide the Lessor in writing with complete information and data concerning the Lessee's operations and operating results, including without limitation, information and data requested by Lessor relating to the Lessee's particular operations.

SECTION 8. INITIAL IMPROVEMENTS BY LESSEE

8.1 The following projects must be completed:

Dredging – to be completed by [insert date here] (TBD during negotiations)

Repairs/Replacement of Fire Alarms, Waste Water, Fuel and Building Mechanical Systems – to be completed by [insert date here] (TBD during negotiations)

8.2 If otherwise granted approval by the Lessor under the terms of this Lease, Lessee hereby agrees to commence and engage in the construction of the following Initial Improvements in accordance with Construction Documents approved by Lessor.

(Insert approved Initial Improvements here, to include approved time lines – TBD during negotiations)

SECTION 9. MAINTENANCE AND REPAIR

9.1 Lessee's Responsibilities

The Lessee shall be solely responsible for the repair and maintenance of the Premises during the Lease Term. This responsibility includes, without limitation:

- (a) ensuring the Premises are safe, habitable, regulatory compliant, code compliant at all times;
- (b) the performance of all repairs, maintenance, replacement, upgrading, capital improvements (whether structural or non-structural, foreseen or unforeseen, ordinary or extraordinary), necessary to maintain the Premises and the improvements thereon in good working order, condition, and repair in a manner consistent with the operation of comparable facilities in the locale of the Park Area and in compliance with all Applicable Laws;
- (c) the replacement, as they become worn out or obsolete, of all FF&E;
- (d) keeping the Premises free of litter, debris, and abandoned equipment (to include, but not limited to: boats, vehicles, furniture, and fixtures).
- (e) the Lessee must provide an effective system for collecting, storing and disposing of all waste generated on the Premises;
- (f) daily housekeeping, routine, and periodic work scheduled to mitigate wear and deterioration;
- (g) the repair or replacement in-kind of broken or worn out elements, infrastructure, assets, parts, or surfaces in a manner that maintains the existing appearance of the Premises. Any alteration to the appearance of the Premises is subject to prior approval by the Lessor;
- (h) scheduled inspections of all building systems on the Premises; maintaining records of inspections, maintaining records of maintenance activities, and providing such records to the NPS annually;
- (i) maintaining the grounds of the Premises in good condition, including, without limitation, regular grass mowing, managed lawn and ornamental plantings, debris removal on grounds and from facilities, and avoidance or removal of unsightly storage or parking of materials, equipment, or vehicles.

- (j) regular maintenance of parking lots to remove potholes, maintain appropriate grade and drainage, and surface condition; Striping marina parking lot.
- (k) snow removal in the marina proper, and on the access road to the marina, from where the road connects to county maintenance;
- (l) dredging of the marina, to include the access channel and the area underneath the docks and slips to at least 6 feet at mean low tide;
- (m) maintaining of the floating docks, boardwalk, and associated utilities, fuel service, and piers and pilings;
- (n) maintaining of the seawall;
- (o) maintaining all structures by performing of all repairs, maintenance, replacement, upgrading, capital improvements (whether structural or non-structural, foreseen or unforeseen, ordinary or extraordinary), necessary to maintain the all of the buildings in good working order, condition, and repair in a manner consistent with the operation of comparable facilities in the locale of the Park Area and in compliance with all Applicable Laws;
- (p) maintain the NPS owned boat lift in a safe manner ensuring regular and routine maintenance is accomplished (the NPS is not be responsible for maintenance, use or replacement of this equipment)
- (q) convert Underground Storage tanks to Above Ground Storage Tanks, and maintenance of fuel storage systems according to regulatory requirements.

9.2 Maintenance Plan

The Lessee shall submit to the Lessor for its approval a Lessee Maintenance Plan satisfactory to Lessor using the Draft Maintenance Plan in Exhibit D and suggested changes. The plan, when approved by Lessor, shall become an Exhibit to this Lease without further action and the Lessee shall comply with its terms. The Lessor may make reasonable modifications to the plan from time to time to reflect changing maintenance and repair needs of the Premise.

9.3 Marina Upkeep Reserve Account and Expenditure Report

- (a) The Lessee shall establish and manage a Marina Upkeep Reserve Account. The funds in the Marina Upkeep Reserve Account shall be used to carry out, on a project basis, component renewal, repair and maintenance needs of the Premises to include all major repairs to the Premises. Such projects may include repair or replacement of foundations, building frames, window frames, sheathing, sub floors, drainage, rehabilitation of building systems such as electrical, plumbing, built-in heating and air conditioning, roof replacement, dredging, seawall repairs, dock maintenance, boating utility maintenance (electricity and water service to boats in slips), fuel service, boat launch maintenance, fire

alarm and fire suppression systems, and similar projects.

(b) On an annual basis, or at other times as the Lessee may deem necessary, the Lessee will propose projects to the Lessor for approval. No projects may be commenced until the Lessee receives written approval from the Lessor in accordance with Section 11.5 of this Lease.

(c) Projects paid for with funds from the Marina Upkeep Reserve Account will not include routine, operational maintenance of facilities or housekeeping and grounds keeping activities. Nothing in this section shall lessen the responsibility of the Lessee to carry out the maintenance and repair of the Premises from funds other than those in the Marina Upkeep Reserve Account.

(d) The Lessee shall establish the Marina Upkeep Reserve Account within its accounting system. The Lessee shall debit to this account within fifteen calendar (15) days after the last day of each month during the Lease Term a sum equal to: \$3,750 OR 1.5% of Gross Revenue [TBD as negotiated with Lessee], whichever is greater for the previous month. If the Lessee fails to make timely deposits to the account, the Lessor may terminate this Lease for default or may require the Lessee to post a bond in an amount equal to the estimated annual account debiting based on the preceding year's gross receipts. The Lessee shall periodically at times prescribed by the Lessor submit written reports to the Lessor containing such information as the Lessor may require concerning the Marina Upkeep Reserve Account and the related activities of the Lessee.

The balance in the Marina Upkeep Reserve Account shall be available for projects in accordance with its purpose. For all expenditures made for each project from the Marina Upkeep Reserve Account, the Lessee shall maintain auditable records including invoices, billings, canceled checks, and other documentation satisfactory to the Lessor.

(e) Failure to expend Marina Upkeep Reserve Account funds when directed by the Lessor shall be considered a material breach of this Lease for which the Lessor may seek monetary damages and other legal relief, including, without limitation, termination of this Lease.

(f) In the event of an Assignment of this Lease by Lessee, any balance in the Marina Upkeep Reserve shall be remitted to the successor lessee by Lessee as of the effective date of the Assignment, or, if there is no successor lessee, such balance shall be remitted to the Lessor by Lessee as Additional Rent.

(g) Any Marina Upkeep Reserve funds not duly expended by the Lessee as of the termination or expiration of this Lease shall be paid by the Lessee to the Lessor as Additional Rent.

9.4 Alterations to the Premises

Any Alterations to the Premises made in the course of Lessee's maintenance and repair

obligations described in this Lease shall be the property of the Lessor and must be approved in advance by the Lessor in accordance with Section 11.5 of this Lease. At the sole discretion of the Lessor, Approved Costs of Alterations under the terms of this Lease may be eligible for Rent Offset pursuant to Section 5.7 of this Lease.

SECTION 10. LESSOR IMPROVEMENTS

(a) Lessor Improvements made to the Premises such as, but not limited to, structural repairs, replacement of, or upgrades to, HVAC, mechanical, or electrical systems, repairs to or replacement of the roof or windows, any fire prevention system upgrades, and improvements required by federal, state or local law or regulations (i.e. Americans with Disabilities Act, building codes) may be undertaken by the Lessor at any time during the Lease Term with thirty (30) days prior notice to the Lessee.

(b) In no event shall Lessor be obligated to make improvements to, or Repair and Maintain the Premises.

SECTION 11. CONSTRUCTION APPROVAL

11.1 In General

All Improvements (Initial Improvements and Alterations), if any, shall be undertaken at the Lessee's sole expense and only with the Lessor's prior written approval.

All work shall be performed in a good and workmanlike manner and with materials of at least the quality and standard of materials used in comparable facilities in the locale of the Park Area. The Lessee shall undertake Improvements in strict accordance with Applicable laws and with approved Construction Documents. The Lessee shall, upon request, furnish the Lessor a correct copy of any contract with the Lessee's general contractor, architects, or consultants.

The Lessor shall require the Lessee not to occupy specified portions of or all of the Premises during the construction of Improvements if determined by the Lessor as necessary for the protection of health or safety.

Lessor issuance, acceptance or approval of the Certificate of Completion, Building Permit, Certificate of Occupancy, or any other such approvals shall not be deemed to give the Lessor any responsibility or liability with respect to the construction work, its prosecution

or design, or, be deemed to constitute a waiver of any of the Lessee's obligations under this Lease.

11.2 Enforced Delays

The Lessee shall not be considered in default in the event of an enforced delay in the construction of Improvements due to unforeseeable causes beyond the Lessee's control and without any fault or negligence on the part of the Lessee. Such enforced delays include, without limitation, public enemies, war, invasion, insurrection, rebellion, riots, fires, floods, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes, and unusually severe weather. In the event of an enforced delay, the time or times for construction of Improvements will be extended by the period of the enforced delay.

11.3 Utilities During Construction

In the preparation of proposed Construction Documents, the Lessee shall review utility plans for the location of existing utilities that may be affected by any Lessee Improvements. The Lessee is required to obtain all necessary utility plans and permits from the appropriate public utility companies.

11.4 Site Inspection

The Lessor shall be entitled to have on the Premises at any time during the construction of Improvements an inspector or representative who may observe all aspects of the work on the Premises. No inspection performed or not performed by the Lessor shall be deemed to give the Lessor any responsibility or liability with respect to the construction work, its prosecution or design, or, be deemed to constitute a waiver of any of the Lessee's obligations under this Lease or be construed as an approval or acceptance of the Improvements (or portions thereof). The Lessee shall maintain on the Premises during construction, current, annotated Construction Documents for inspection by the Lessor.

11.5 Approval of Construction

In general there will be no new construction or improvements authorized by this lease, but if there is a need to improve existing facilities the Lessee must request in writing advance permission from the Lessor to undertake Improvements. The request must include:

- (a) proposed Construction Documents;
- (b) if required by the Lessor, evidence of the availability of funding for the Improvements;

- (c) documentation that required construction insurance is in effect; and
- (d) other information as may be required by the Lessor.
- (e) must go through Lessor's compliance process
- (f) all appropriate and needed permits will be the responsibility of the Lessee
- (g) shall consider special historic and viewshed preservation requirements

11.6 Construction Documents

The proposed Construction Documents submitted to the Lessor must be complete and satisfactory to Lessor as showing all material elements of the Improvements. When proposed Construction Documents are approved by the Lessor, they become an Exhibit to this Lease without further action.

11.7 General Scope of Lessor's Review

The Lessor will not approve proposed Construction Documents unless it is able to determine, among other matters, that the proposed Improvements are appropriate for the Park Area and consistent with the requirements of Part 18, and other applicable laws and policies. Review and approval of proposed improvements is subject to any required compliance including the National Environmental Policy Act (NEPA, 42 USC 4321 et seq.) and Section 106 of the National Historic Preservation Act (54 USC 306108).

11.8 Changes to Approved Construction Documents

Any material change in the approved Construction Documents and any deviation in actual construction from these documents are subject to the Lessor's prior written approval under the procedures stated in this Section. An approved change order will be issued by Lessor if proposed changes are approved. The Lessee shall prepare and maintain on the Premises during construction, current, annotated Construction Documents.

11.9 Special Considerations for Historic Property

If proposed improvements impact a historic property, the Lessor will not approve proposed Construction Documents unless it complies with the Secretary of the Interior Standards for Treatment of Historic Properties, NPS 28, and any conditions that may be imposed on the Improvements through the operation of other Applicable Laws, including, without limitation, the National Environmental Policy Act (NEPA, 42 USC 4321 et seq.) and Section 106 of the National Historic Preservation Act (54 USC 306108).

11.10 Maintaining Viewshed Special Considerations

Piscataway Park was established to maintain the viewshed from George Washington's Mount Vernon and Fort Washington; no development or activity will be establish southward of the line of sight established from the lawn immediately adjacent to Mount Vernon (building), and monumented as part of the 1986 agreement with the State of Maryland for the operation of the marina (paragraph I C).

11.11 Evidence of Adequate Funds

As a condition to the approval of the construction of Improvements, the Lessee must demonstrate to the satisfaction of the Lessor with appropriate documentation that it has available to it funds adequate to undertake and complete the project in accordance with all terms and conditions of the approved Construction Drawings.

11.12 Building Permit

Lessee shall not commence Improvements until such time as Lessor may issue a Special Use Permit as evidence of approval of the Construction Documents. The Special Use Permit shall contain necessary and appropriate terms and conditions for the construction of the Improvements. This shall include any projects and permits needed by the United States Army Corps of Engineers and/or others for dredging.

11.13 Construction Completion Procedures

Upon completion of the Improvements, the Lessee shall submit to the Lessor (in formats specified by the Lessor):

- (a) A written notice of completion to include, but not limited to;
- (b) if requested by Lessor, satisfactory evidence of the payment of all expenses, liabilities, and liens arising out of or in any way connected with the Improvements;
- (c) a complete set of "as built" drawings showing all revisions and substitutions during the construction period, including field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions and other significant features of the Improvements;
- (d) a complete inventory of all FF&E in or on the Premises as of the completion of the Improvements; and
- (e) Final total of costs

Upon approval by the Lessor of the completion of the Improvements, the Lessor will issue a Completion notice, including authorization to occupy the Premises.

11.14 Lessor's Right to Utilize Construction Documents

In the event of expiration or termination of this Lease, the Lessee shall assign and deliver to the Lessor as Lessor's sole property all architectural, engineering and other plans, drawings, specifications and studies relating to the Premises. In order to assure Lessor that it will have the legal right to use such plans, drawings, specifications and the like if Lessor becomes entitled to such items, Lessee shall include in its agreements with the architects,

engineers and other professionals who prepared such items and who have any proprietary rights with respect to such items (including the right to use thereof in connection with the Premises) provisions whereby Lessee and Lessor shall have the right to use such plans and other materials in connection with the Premises. In furtherance and not in limitation thereof, Lessee (referred to below as "Owner") shall include in such agreements the following provisions:

SECTION 12. TAXES AND ASSESSMENTS

The Lessee shall be responsible for the payment to the proper authority, when and as the same become due and payable, all taxes and assessments imposed by Federal, state, or local agencies applicable to the Premises or the Lessee's activities on the Premises.

Specifically, but not limited to, obtaining and maintaining any and all State of Maryland and Prince George's County permits related to having and maintaining an alcohol (liquor) permit and providing fuel services.

Lessees are not exempt from the payment of local real estate taxes, where applicable, absent any law to the contrary.

SECTION 13. UTILITIES

13.1 Arrangements with Utility Providers

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. To the extent such Utilities are provided by the NPS, the Lessee shall remit payment for costs of all Utilities in accordance with Special Directive 83-2, Lessor's NPS Director's Order #35B, any modifications thereto, and other applicable law, regulation, and policy. NPS will provide the Lessee with separately billed statements or bills of collection identifying the Lessee's costs, if any, pertaining to same.

13.2 Installation, Relocation, or Upgrades to Utilities

With respect to Lessee's installation, relocation, or upgrades to Utilities, and subject to the Lessor's prior review and approval:

- (a) If necessary for use of the Premises, Lessee must install Utilities such as, but not limited to, electrical panels, water heaters, etc., at an elevation sufficient to comply with FEMA and NPS flood consideration guidelines.
- (b) At the sole discretion of the Lessor, Approved Costs of Lessee Alterations resulting from Utility relocation, installation and upgrade projects may be eligible for Rent Offset pursuant to Section 5.7 of this lease.

SECTION 14. HAZARDOUS MATERIALS

The Lessee shall comply with the requirements identified in Section 9.1, above, as well as 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 be responsible for the use of its own and its authorized agents in following the details of this section on Hazardous Materials use and disposal.
- (c) 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;
- (d) If any Hazardous Materials Occurrence caused by Lessee or authorized agent 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;
- (e) 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
- (f) 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 15. INSURANCE AND INDEMNIFICATION

15.1 Insurance During the Lease Term

At all times during the Lease Term and at the Lessee's, or Sublessees', 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.

15.2 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, deductibles, conditions, and self-insurance retention limits for such insurance and such insurance shall thereafter be carried by the Lessee.

15.3 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 Section 16.1 of this Lease.

15.4 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.

15.5 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 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 16. DAMAGE OR DESTRUCTION

16.1 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, subject to the prior written approval of the Lessor, shall 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, in which event this Lease shall continue in full force and effect; or

(b) the Lessor may terminate this Lease without liability and the applicable insurance proceeds shall be held by an insurance trustee acceptable to the Lessor. The insurance trustee shall apply the proceeds in the following order:

1. To the Lessor to stabilize the Premises in a manner determined by the Lessor and, in accordance with all Applicable Laws, to cause the Premises to be in a clean, safe, and slightly condition free from rubble, and to remediate any Hazardous Materials in accordance with Applicable Laws;
2. To the Lessee, in an amount no greater than Rent Offsets approved by the Lessor (in accordance with Section 5 of the Lease), and not realized by the Lessee, prior to the damage or destruction of the Premises.
3. Any remaining amount of such proceeds of insurance, after payment for items 1 and 2 above, shall be paid to the Lessor as Additional Rent.

16.2 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, or any other property on the Premises shall operate to terminate 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 16.1, 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 terms and conditions of this Lease.

SECTION 17. LIENS

17.1 No Power in Lessee to Create Lien

The Lessee shall have no power to take any action that may create or be the foundation for any lien, mortgage or other rights 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.

17.2 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.

17.3 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 18. ASSIGNMENTS AND ENCUMBRANCES

18.1 Assignments

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 at the discretion of the Lessor, and they shall be required to meet all of the same insurance, liability and indemnity responsibilities of the Lessee to 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. The Lessor has an unconditional right to assign this Lease or any or all of its rights and obligations under it at any time.

18.2 Encumbrances

The Lessee may not effectuate an Encumbrance except with the prior written permission of the Lessor. Approval of any Encumbrance is at 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 19. DEFAULTS, LESSOR'S REMEDIES, AND TERMINATION BY LESSOR

19.1 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 written notice of at least thirty (30) calendar days in the case of monetary defaults and forty-five (45) calendar days in the case of non-monetary defaults of the Lessor's intention to terminate if the default is not cured within the applicable time period. If the Lessor terminates this Lease, all of the rights of the Lessee under this Lease and in the Premises shall terminate.

19.2 Bankruptcy

The Lessor may terminate this Lease, in its discretion, in the event of a filing or execution

of; (a) a petition in bankruptcy by or against the Lessee which is not dismissed within ninety (90) calendar days of its filing; (b) a petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor; (c) an Assignment for the benefit of creditors; (d) a petition or other proceeding against the Lessee for the appointment of a trustee, receiver or liquidator; or (e.) the taking by any person of the leasehold created by this Lease or any part thereof upon execution, attachment or other process of law.

19.3 No Waiver

No failure by the Lessor to insist upon 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.

19.4 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 of thirty (30) calendar days, 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 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 20. SURRENDER AND HOLDING OVER

20.1 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 to good order and condition.

(b) For these purposes, the Lessor shall prepare prior to the Expiration or Termination Date, a written report to Lessee that shall constitute the basis for payment by the Lessee to the Lessor for elements of the Premises (including FF&E), shown to be lost, damaged, destroyed, inoperable or in bad repair. Such report will become an Exhibit to this Lease upon issuance by Lessor. Any such elements of the Premises shall be either replaced or returned to the condition required by the Lessor, ordinary wear and tear excepted, or, at the election of the Lessor, reimbursement made therefore by the Lessee to the Lessor as Additional Rent at the then current market value thereof. The costs of any Improvements made by Lessee in complying with the report are not eligible for Rent Offset.

20.2 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 21. EQUAL OPPORTUNITY LAWS

The Lessee and Lessee's Agents 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 current legal 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. In addition, the Lessee shall comply with the applicable requirements of Executive Order 13658 - Establishing a Minimum Wage for Contractors, and its implementing regulations, including the applicable contract clause, which are incorporated by reference into this Lease as if fully set forth herein (available at <https://federalregister.gov/a/2014-23533>).

SECTION 22. NOTICES

(a) 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, Piscataway Park
1900 Anacostia Dr SE
Washington DC 20020

If to the Lessee:

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

(b) Electronic notification to the Lessor is permitted; though such notification will not have been deemed received until Lessor issues a written response.

Section 23. National Park Service Trademark License

(a) License Grant

As used in this Lease, including all Exhibits, " Marks " means all trademarks, service marks and logos and brand identification and indicia, used to identify or describe the National Park Service and/or the Area and associated properties, Premises, or features located therein, whether registered or not.

The Director (of the NPS) hereby grants to Lessee and Lessee accepts a revocable, nonexclusive world-wide, royalty-free license to use the Marks described and depicted in attachments hereto during the term of the Lease, for use solely in connection with carrying out the Lease requirements. Fanciful uses or use in combination with other devices (such as a logo) of the Marks listed herein must be reviewed and approved by the Director prior to use. All uses must be reviewed and approved in advance by the Lessor. This license does not constitute a compensable interest to the Lessee. This license shall cease upon termination or expiration of the Lease, or as otherwise determined by the Director or by applicable laws.

The Director may amend this Lease to include additional Marks. The license to use the

Marks does not include the right to use or to incorporate the Marks in any manner unconnected with the services provided under the Lease, including collateral marketing, outreach or advertising, or as trade names or internet domain names. The Marks may not be combined or altered in any way that may affect the integrity of the Mark.

(b) Quality Control and Goodwill

The Director and the Lessee acknowledge that maintaining the distinctiveness of the Marks and high quality of the services, materials, products and merchandise produced, sold or otherwise prepared for public dissemination are material conditions of this Lease in order to preserve the associated goodwill generated by the Parties in furtherance of meeting the National Park Service mission. All uses of Marks by the Lessee, including all goodwill arising from the Marks, shall inure solely to the benefit of the National Park Service. The Lessee shall not by any act or omission use the Marks in any manner that disparages or reflects adversely on the National Park Service or its reputation. The Lessee shall immediately cease use of any Mark used in association with the services provided under this Lease upon request of the Director, whether listed in this Lease or not.

(c) Rights and Ownership

- (1) The Lessee acknowledges and agrees that the National Park Service owns, or otherwise has the right to use and to license, these Marks.
- (2) The Lessee acknowledges it shall not acquire any right, title, or interest in the Marks by virtue of this Lease other than the license granted hereunder, and disclaims any such right, title, Interest, or ownership. The Lessee shall not contest, dispute, challenge, oppose or seek to cancel the government's right, title, and Interest in any Mark owned by the National Park Service or the validity of the license granted under this Lease, or any rights or ownership otherwise stated herein. The Lessee shall not prosecute any application for registration or seek to register a Mark as a domain name or part of any domain name of any Mark that identifies the National Park Service or the Area, or that may otherwise cause confusion in the public as between the Lessee and the National Park Service. Any term, name or device used for the purpose of describing the Area or goods, services or property located within the Area should be referred to as identified on the attachment any deviation or use outside of a nominative context must be approved by the Director.
- (3) The Lessee will not sublicense, assign, pledge, grant or otherwise encumber to any third party all or any part of its rights or duties under this Lease in whole or in part without the prior written consent from the Director, which consent the Director may grant or withhold in its sole and absolute discretion. Any purported transfer without such consent IS hereby void.

SECTION 24. 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 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 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 and Lessee shall in addition to all other remedies be liable for any commissions related to the solicitation or securing of the Lease.
- (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 considered as attached to and incorporated in this Lease as of the Commencement Date or on the date when additional Exhibits referenced in this Lease are issued by Lessor.
- (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.

(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 current legal authorization 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.

(o) Lessee acknowledges that, except for the rights expressly granted herein, this lease does not transfer to Lessee, any rights in and to the below listed intellectual property. All right, title and interest, including without limitation intellectual property rights to the below listed intellectual property will remain solely with Lessor. Nothing in this section is intended to, and shall not be construed to, transfer to Lessee any rights in intellectual property owned by Lessor.

- Fort Washington Marina (FOWA)
- Fort Washington Park
- Piscataway Park
- Piscataway Creek
- National Capital Parks-East (NACE)

(p) Initial Improvements or Alterations made by the Lessee without required notification and approvals from Lessor described in this Lease are prohibited. In the event such any Initial Improvements or Alterations are made by the Lessee without such required notice and approvals, the Lessor may terminate this Lease

for default and/or require removal by the Lessee at its expense of the non-compliant Initial Improvements or Alterations. Lessee costs for non-compliant Initial Improvements or Alterations are not eligible for Rent Offset.

IN WITNESS WHEREOF, the, Regional Director, National Capital 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/s, 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 _____

Date: _____

Director (if over 10 years) National Park Service

LESSEE/S

By _____

Date: _____