

**Attachment A: Sample Lease**



**LEASE**

between

**UNITED STATES OF AMERICA  
UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
(LESSOR)**

and

**[INSERT NAME OF LESSEE HERE]**

for the Premises known as

**VALLEY FORGE NATIONAL HISTORICAL PARK  
PHILANDER CHASE KNOX HOUSE LEASE**

**NPS Lease# L-VAFO001-24**

## Table of Contents

<b>Attachment A: Sample Lease .....</b>	<b>1</b>
<b>Section 1. DEFINITIONS .....</b>	<b>1</b>
1.1. Additional Rent.....	1
1.2. Alterations .....	1
1.3. Applicable Laws .....	1
1.4. Annual Rent .....	1
1.5. Assignment .....	1
1.6. Commencement Date .....	2
1.7. Encumbrance .....	2
1.8. Expiration Date .....	2
1.9. Fixtures.....	2
1.10. Force Majeure .....	2
1.11. Hazardous Materials .....	2
1.12. Hazardous Materials Occurrence .....	2
1.13. Historic Property .....	2
1.14. Interest Rate .....	3
1.15. Inventory and Condition Report.....	3
1.16. Lease Term.....	3
1.17. Lease Year .....	3
1.18. Notice of Default .....	3
1.19. NPS 28 .....	3
1.20. Park Area.....	3
1.21. Part 18 .....	3
1.22. Personal Property .....	3
1.23. Pre-existing Hazardous Materials .....	3
1.24. Premises .....	3
1.25. Preservation Maintenance Plan .....	3
1.26. Rent .....	3
1.27. Secretary's Treatment Standards.....	4
1.28. Sublease .....	4
1.29. Termination Date .....	4
<b>Section 2. LEASE OF PREMISES .....</b>	<b>4</b>
2.1. Lease of Premises; Reservation of Rights.....	4

2.2. Waiver of Claims .....	5
2.3. Easements .....	5
2.4. Ownership of the Premises .....	5
2.5. Historic Property .....	5
<b>Section 3. ACCEPTANCE OF THE PREMISES .....</b>	<b>6</b>
3.1. “As Is” Condition of the Premises .....	6
3.2. Lessee’s Due Diligence .....	6
3.3. Inventory and Condition Report .....	6
<b>Section 4. LEASE TERM AND ABANDONMENT .....</b>	<b>6</b>
4.1. Lease Term .....	6
4.2. Abandonment .....	6
<b>Section 5. RENT .....</b>	<b>6</b>
5.1. Net Lease and Rent Payments .....	6
5.2. Annual Rent .....	7
5.3. CPI Adjustment .....	7
5.4. Percentage Rent .....	7
5.5. Excusal of Rent .....	7
<b>Section 6. USES OF PREMISES .....</b>	<b>8</b>
6.1. Authorized Uses .....	8
6.2. Changes to Authorized Uses .....	8
6.3. Compliance with Applicable Laws .....	8
6.4. Prohibited Uses .....	8
6.5. Site Disturbance .....	8
6.6. Protection of Cultural and Archeological Resources .....	8
6.7. Signs .....	8
6.8. Permits and Approvals .....	9
6.9. Alterations .....	9
<b>Section 7. RECORDS AND AUDITS .....</b>	<b>9</b>
<b>Section 8. MAINTENANCE AND REPAIR .....</b>	<b>9</b>
8.1. Lessor’s Responsibilities .....	9
8.2. Lessee’s Responsibilities .....	10
<b>Section 9. UTILITIES .....</b>	<b>10</b>
<b>Section 10. HAZARDOUS MATERIALS .....</b>	<b>10</b>
<b>Section 11. INSURANCE AND INDEMNIFICATION .....</b>	<b>11</b>
11.1. Insurance During the Lease Term .....	11

11.2. Insurance Requirements Modification .....	11
11.3. Disposition of Insurance Proceeds .....	11
11.4. Inadequate Insurance Coverage.....	11
11.5. Indemnification of Lessor.....	12
<b>Section 12. DAMAGE OR DESTRUCTION .....</b>	<b>12</b>
12.1. Damage or Destruction; Duty to Restore .....	12
12.2. No Termination; No Effect on Rental Obligation .....	12
<b>Section 13. LIENS .....</b>	<b>12</b>
13.1. No Power in Lessee to Create .....	12
13.2. Discharge of Liens by Lessee.....	13
13.3. No Consent or Request by Lessor .....	13
<b>Section 14. ASSIGNMENTS AND ENCUMBRANCES .....</b>	<b>13</b>
14.1. Assignments.....	13
14.2. Encumbrances.....	13
<b>Section 15. DEFAULTS AND LESSOR’S REMEDIES.....</b>	<b>13</b>
15.1. Termination for Default.....	13
15.2. Bankruptcy .....	14
15.3. No Waiver .....	14
15.4. Lessor’s Right to Cure Defaults .....	14
<b>Section 16. SURRENDER AND HOLDING OVER.....</b>	<b>14</b>
16.1. Surrender of the Premises.....	14
16.2. Holding Over .....	15
<b>Section 17. NONDISCRIMINATION AND EMPLOYMENT LAWS .....</b>	<b>15</b>
<b>Section 18. NOTICES.....</b>	<b>15</b>
<b>Section 19. GENERAL PROVISIONS .....</b>	<b>16</b>
<b>EXHIBIT A-1: Exterior Lease Premises .....</b>	<b>19</b>
<b>EXHIBIT A-2: Interior Lease Premises .....</b>	<b>20</b>
<b>EXHIBIT B: Inventory and Condition Report.....</b>	<b>21</b>
<b>EXHIBIT C: Operating Plan .....</b>	<b>22</b>
<b>EXHIBIT D: Insurance Requirements .....</b>	<b>26</b>
<b>EXHIBIT E: Housekeeping and Grounds Maintenance Plan.....</b>	<b>28</b>
<b>EXHIBIT F: Annual Rent and Percentage Rent Schedule .....</b>	<b>29</b>

## LEASE

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

### WITNESSETH THAT:

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

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

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

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

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

### Section 1. DEFINITIONS

In this Lease, the following terms (whether appearing in the singular or plural form) have the following definitions:

**1.1. Additional Rent** means all forms of Rent required by this Lease other than the Rent required by Section 5.

**1.2. Alterations** means any construction, modifications, rehabilitation, reconstruction, or restoration of the Premises or installation of Fixtures thereto.

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

**1.4. Annual Rent** means the annual minimum rent to be paid to the Lessor by the Lessee under Section 5 of this Lease.

**1.5. Assignment** means the transfer, whether it is direct or indirect, voluntary or by operation of law, 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, conveyance, or 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.

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

**1.7. Encumbrance** means the direct or indirect, voluntary or by operation of law, encumbrance, pledge, mortgage, or other hypothecation of the Lessee’s leasehold estate, some or all of the Lessee’s interests or rights under this Lease, or the Premises themselves.

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

**1.9. Fixtures** means items of personal property of independent form and utility necessary for the basic functioning of the Premises that are affixed to and considered to be an irremovable part of the Premises such that title is with the Lessor as real property once installed. Fixtures do not include removable trade fixtures.

**1.10. Force Majeure** means an act, event, or condition that can be neither anticipated nor controlled and that objectively prevents the Lessee from performing one or more of its obligations under this Lease. The term “Force Majeure” does not include any act, event, or condition that the Lessee reasonably may anticipate or control; it does not include market conditions, economic conditions, or the Lessee’s financial inability to perform its obligations under this Lease; and it does not include changes in Applicable Laws, except that the Lessor may determine that it includes an order issued by a governmental entity with jurisdiction over the Premises that prevents the Lessee’s use or occupancy of the Premises for the authorized purposes set forth in Section 6.1 of this Lease.

**1.11. Hazardous Materials** means any material or other substance: (a) that requires investigation, correction, or abatement under Applicable Laws; (b) that is or becomes defined as a hazardous waste, hazardous substance, pollutant, or contaminant, under Applicable Laws; (c) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated under Applicable Laws; (d) that contains gasoline, diesel fuel or other petroleum hydrocarbons; (e) that contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or (f) that contains radon gas. The term Hazardous Materials as used in this Lease includes Pre-existing Hazardous Materials unless otherwise stated in a particular provision of this Lease.

**1.12. 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.

**1.13. 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.

**1.14. 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.

**1.15. Inventory and Condition Report** means the document attached to this Lease as Exhibit A that describes (a) the Personal Property owned by the Lessor that is made available to the Lessee for the Lessee’s use and (b) the condition of the Premises, including Personal Property owned by the Lessor, as of the Commencement Date.

**1.16. Lease Term** means the term of this Lease as stated in Section 4 of this Lease.

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

**1.18. 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.

**1.19. NPS 28** means the National Park Service document entitled “Cultural Resource Management Guideline,” which is hereby made a part of this Lease by reference.

**1.20. Park Area** means Valley Forge National Historical Park.

**1.21. Part 18** means Part 18 of Title 36 of the Code of Federal Regulations.

**1.22. Personal Property** means all furniture, trade fixtures, equipment, appliances, supplies, inventory, and any other movable things subject to ownership placed in or on the Premises that are neither permanently attached to nor form a part of the Premises.

**1.23. Pre-existing Hazardous Materials** means Hazardous Materials (including storage tanks) that existed in, on, or under the Premises or other lands or waters within the Park Area prior to the Commencement Date of this Lease.

**1.24. Premises** means the real property of the Park Area that is described in Section 2 of this Lease, including all improvements thereon. For the purposes of this Lease, “Premises” also includes any Personal Property owned by the Lessor that is made available to the Lessee for the Lessee’s use under this Lease.

**1.25. Preservation Maintenance Plan** means a document that sets forth a plan for the Lessee’s repair and maintenance of Historic Property.

**1.26. Rent** means the rent to be paid to the Lessor by the Lessee, as described in Section 5 of this Lease, and any Additional Rent this Lease may require.

**1.27. Secretary's Treatment Standards** means the Secretary of the Interior's Treatment Standards for Historic Property, codified at 36 C.F.R. pt. 68, which are hereby incorporated into and made a part of this Lease by reference.

**1.28. Sublease** means an agreement under which the Lessee transfers to a person or entity (a Sublessee) the right to possession to a portion or all of the Premises.

**1.29. Termination Date** means the date when this Lease is terminated or cancelled in accordance with its terms prior to the Lease's Expiration Date.

## **Section 2. LEASE OF PREMISES**

### **2.1. Lease of Premises; Reservation of Rights**

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

The exterior of the Philander Chase Knox (PCK) house including the front porch, rear terrace and lands depicted in Exhibit A-1 and certain rooms within the PCK house including the porch, hall, stair well to the 2<sup>nd</sup> floor, living room, dining room, conservatory, pantry, restroom adjacent to the pantry, kitchen, provision room adjacent to the kitchen, kitchen screened porch, 2<sup>nd</sup> floor bedroom "C" and bathroom adjacent to 2<sup>nd</sup> floor bedroom "C", 2<sup>nd</sup> floor bedroom "D" and bathroom adjacent to 2<sup>nd</sup> floor bedroom "D" as depicted in Exhibit A-2.

(b) Subject to all Applicable Laws and all easements, rights-of-way, liens or other encumbrances, or other matters of public record affecting the Premises;

(c) Excepting and reserving to the Lessor the right, at reasonable times and, except in case of emergency, following advance notice to the Lessee and without liability, (i) to enter onto the Premises, or to authorize other governmental entities, public or private utilities, or persons to enter upon the Premises, when necessary to administer this Lease or the Park Area, or (ii) to restrict access to or close the Premises to protect public health or safety or Park Area resources; and

(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 appurtenant to the Premises.

(e) Lessee has the right to schedule an event or events on each and every day of the term of the Lease.

(f)

Lessee is granted exclusive use to the Premises on the day before, the day of, and the day after an event as defined in the Lease. In the case of multiple Events booked on consecutive days, exclusive use to the Premises is authorized on the day before the first Event, the day of each Event, and the day after the last consecutive Event. During exclusive use, NPS staff will retain the right to access the Premises to periodically monitor use and in emergency situations.

Lessee is granted non-exclusive or shared use of the Premises on all other days during the term of the Lease. Lessee may maintain an office for sales, marketing, and event management purposes. The exterior portions of the Premises, with the exception of the Lessee's tent, will be open to the public and the interior portions of the Premises may be used by the NPS for normal operations including meetings,



facilitation of volunteer projects, and visitor access to the library (by appointment).

(g) Lessor may cancel events in the event of public health, weather or other emergencies, or an uncompleted repair or maintenance project within the Lease Premises that causes a safety issue that cannot be mitigated. Furthermore, Lessor may modify how the Lease Premises may be used in the event of a public health, weather or other emergencies. For example, the Lessor may impose occupancy limits during public health emergencies.

(h) The interior of the Premises will be available year-round. The interior and exterior of the Premises will be available April through October of each year of the Lease Term. All events will end no later than 11:00 PM, with last Lessee staff leaving the site by 1:00 AM.

(i) Event capacity as determined by Lessor is thirty (30) people for indoor-only events and two hundred (200) people for indoor/outdoor events held April through October.

(j) Lessee will be permitted to construct a leveling platform with a tent to serve as a ballroom space for larger indoor/outdoor events and leave it in place for the seven-month outdoor event season beginning in April and ending in October.

(k) Lessee will be required to valet park event guests' vehicles at nearby parking area(s).

(l) Lessee will be required to provide an accessible mobile restroom(s) for all events.

## **2.2. Waiver of Claims**

The Lessee hereby waives all claims for damages for any injury or inconvenience to or interference with the Lessee's use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by the Lessor's exercise of its rights under this Lease or by the Lessor's actions to manage or protect the Park Area's resources and visitors.

## **2.3. Easements**

The Lessee may not grant any type of easement or right-of-way affecting the Premises. The Lessor may grant such rights-of-way for utilities as the Lessee may require in connection with the use and occupancy 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 will remain solely with, the Lessor.

## **2.5. Historic Property**

The Premises (or portions of 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 any characteristics of the Premises, 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, the Lessee has reviewed the Inventory and Condition Report (Exhibit A) and acknowledges that it is complete and accurate.

## **Section 4. LEASE TERM AND ABANDONMENT**

### **4.1. Lease Term**

The Lease Term will be a period of \_\_\_\_\_ ( ) years commencing on \_\_\_\_\_ (Commencement Date) and expiring on \_\_\_\_\_ (Expiration Date) or ending on such earlier date as this Lease may be terminated in accordance with its terms (Termination Date).

### **4.2. Abandonment**

If the Lessee fails to hold an event within the Premises for seven consecutive months, the Lessee may be determined to be in default for abandoning the Premises.

## **Section 5. RENT**

### **5.1. Net Lease and Rent Payments**

(a) All Rent will be absolutely net to the Lessor without any abatement, deduction, counterclaim, set-off or offset, except as may be provided for in accordance with the terms of this Lease. The Lessee must pay all costs, expenses, charges, and impositions of every kind and nature relating to the Premises, including all taxes and assessments.

(b) The Lessee must pay all Rent payments electronically or by other means as directed by the Lessor.

Interest at the Interest Rate will automatically accrue on overdue Rent payments in accordance with Applicable Laws. The Lessor may also impose penalties for late Rent payments in accordance with Applicable Laws.

## **5.2. Annual Rent**

During the Lease Term, the Lessee must pay to the Lessor Annual Rent for the Premises in the aggregate annual amount of One Hundred Thousand Dollars (\$100,000.00) (as adjusted for CPI if provided below) payable on the last day of each Lease Year. In the event total Percentage Rent remitted in a given Lease Year exceeds the Annual Rent due that year, no Annual Rent is due. In the event total Percentage Rent remitted in a given Lease Year is less than the Annual Rent due that year, the difference between the amount of Annual Rent due that year and the amount of Percentage Rent remitted that same year will be due to the Lessor as Annual Rent on the last day of the Lease Year.

## **5.3. CPI Adjustment**

The Annual Rent will automatically 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.

## **5.4. Percentage Rent**

(a) In addition to Annual Rent, the Lessee must pay to the Lessor as Percentage Rent an amount of money equal to \_\_\_\_\_% of the Gross Revenues for the preceding month of the Lease Term. The Percentage Rent will be due on a monthly basis at the end of each month of the applicable Lease Year during the Lease Term and must be paid by the Lessee within fifteen (15) calendar days after the last day of the applicable month.

### **(b) Gross Revenues Defined**

Gross Revenues means the entire amount of the Lessee's revenues (and the revenues of any Affiliate of the Lessee) derived from this Lease, and any Sublessee's revenues derived from any Sublease, such amount as determined in accordance with generally accepted accounting principles consistently applied. 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. As used in this section, the term "Affiliate of the Lessee" means any person or entity directly or indirectly controlling, controlled by, or under common control with the Lessee, or, any entity owned in whole or part, directly or indirectly, by the Lessee.

## **5.5. Excusal of Rent**

In the event of a Force Majeure, the Lessor may excuse the Lessee from its obligation to pay some or all Rent for a period of time that the Lessor deems appropriate under the circumstances.

## **Section 6. USES OF PREMISES**

### **6.1. Authorized Uses**

The Lessee may use the Premises as an event venue in accordance with the Operating Plan found in Exhibit C.

### **6.2. Changes to Authorized Uses**

The Lessee may not use the Premises for a purpose other than the purposes described in Section 6.1 above without the Lessor's prior written approval. The Lessor may, but is not obligated to, approve a requested change to authorized uses only if the Lessor has determined that the proposed use is consistent with all Applicable Laws including Part 18, and the Park Area's General Management Plan, and that the use will not have an adverse impact on the Lessor's ability to manage and protect the Park Area's resources and visitors.

### **6.3. Compliance with Applicable Laws**

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

### **6.4. Prohibited Uses**

In no event may 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; that otherwise harms the health or welfare of Park Area resources or visitors; or that results in any discharge of Hazardous Materials in, on, or under the Premises.

### **6.5. Site Disturbance**

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

### **6.6. Protection of Cultural and Archeological Resources.**

The Lessee must 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 must be promptly reported to the Lessor. The Lessee must 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 will 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 is 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 may not make any Alterations of any nature to the Premises without the Lessor's prior written approval. Any such approval 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 construction insurance requirements.

### **Section 7. RECORDS AND AUDITS**

The Lessee must provide the Lessor and its agents and affiliates, including the Comptroller General of the United States, access to all books and records relating to the Premises and the Lessee's use of the Premises under this Lease for the purpose of conducting audits to verify the Lessee's compliance with the terms and conditions of this Lease for any of the five (5) preceding Lease Years. The Lessee must keep and make available to the Lessor these books and records at a location on the Premises or within the locale of the Park Area. The Lessee must, if requested by the Lessor, provide the Lessor with complete information and data concerning the Lessee's operations and operating results, including information and data regarding [specify particular types that relate to the Lessee's particular operations].

### **Section 8. MAINTENANCE AND REPAIR**

#### **8.1. Lessor's Responsibilities**

Unless otherwise agreed to in writing by the Lessor and Lessee, the Lessor shall be responsible for the repair and maintenance of the Premises during the Lease Term, to the extent funds are available. This responsibility includes:

- (a) 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 order, condition, and repair in compliance with all Applicable Laws;
- (b) the replacement, as they become worn out or obsolete, of all Fixtures;
- (c) the repair or replacement in-kind of broken elements, parts, surfaces or Fixtures so as to keep the existing appearance of the Premises; provided, however, the Lessee shall be responsible for the cost of such repair or replacement-in-kind;
- (d) scheduled inspections of all building systems on the Premises.

(e) tree maintenance

## **8.2. Lessee's Responsibilities**

The Lessee shall be responsible for housekeeping including routine or periodic work to mitigate wear and tear, all event support of a time-sensitive nature including but not limited to electrical, plumbing and drain clearing work, and grounds maintenance work in accordance with the Housekeeping and Grounds Maintenance Plan. The plan, when approved by Lessor, shall include all work performed by the Lessee on the Lease Premises and shall become Exhibit E 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 Premises. The Housekeeping and Grounds Maintenance Plan will include:

(a) housekeeping and routine and periodic work as approved by the Lessor scheduled to mitigate wear and tear without altering the appearance of the Premises; and

(b) maintaining the grounds of the Premises in good condition, including, without limitation, regular grass mowing, ornamental plantings, trash removal and snow removal.

## **Section 9. UTILITIES**

The Lessor shall provide fuel oil, electricity, water and wastewater for the PCK House; provided, however, the Lessor may bill the Lessee for any estimated utility usage attributable to Lessee operations. In addition, the Lessor may require the Lessee to be the account holder on any utility account when it is determined the utility usage is fully attributable to Lessee operations.

The Lessee is solely responsible for all other utilities including telephone, cable and internet access. Subject to advance written approval by the Lessor of any utility service, the Lessee at its sole expense shall make all arrangements with appropriate utility providers (including the Lessor where applicable), for all utilities not provided by the Lessor and furnished to the Premises. 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 following provisions apply to Hazardous Materials associated with the Premises:

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

(b) The Lessee must 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 the Lessee results in any contamination of the Premises, other Park Area property or neighboring property, the Lessee must 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 must first be obtained;

(d) The Lessee at its expense is 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 must 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, the Lessee must obtain and keep in force for the benefit of the Lessee and the Lessor the insurance coverages set forth in Exhibit B to this Lease under the terms and conditions set forth in Exhibit D.

### **11.2. Insurance Requirements Modification**

No more often than once per Lease Year, the Lessor may review the insurance coverages required by Exhibit B of this Lease to determine whether those coverages are sufficient to protect the Lessor's interests as owner of the Premises. If the Lessor determines that the insurance coverages are not sufficient, then the Lessor may adjust or change the required insurance, and the Lessee, at its sole expense, must obtain insurance that meets the new requirements.

### **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, must be held by the Lessee in one or more federally insured, interest-bearing accounts, with all interest accrued thereon deemed proceeds of insurance for purposes of this Lease. However, if required by the Lessor, an insurance trustee acceptable to the Lessor may hold such proceeds for use in accordance with this Lease.

### **11.4. Inadequate Insurance Coverage**

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

### **11.5. Indemnification of Lessor**

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

## **Section 12. DAMAGE OR DESTRUCTION**

### **12.1. Damage or Destruction; Duty to Restore**

If the Premises or any portion thereof are damaged, destroyed, or rendered otherwise unusable for the purposes of the Lease due to damage to portions of the Philander Chase House beyond the Premises at any time during the Lease Term, one of the following will occur as directed by the Lessor:

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

### **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, or in the unuseability of the Premises or any other property on the Premises will operate to terminate this Lease except as provided in Section 12.1 of this Lease. Except as otherwise may be provided for in this Lease, no such loss or damage will affect or relieve the Lessee from the Lessee's obligation to pay the Rent required by this Lease and in no event will the Lessee be entitled to any prorated return or refund of Rent paid hereunder. Unless this Lease is terminated under Section 12.1, no such loss or damage will relieve or discharge the Lessee from the payment of taxes, assessments, or other charges as they become due and payable, or from performance of other the terms and conditions of this Lease.

## **Section 13. LIENS**

### **13.1. No Power in Lessee to Create**

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



### **13.2. Discharge of Liens by Lessee**

The Lessee may not permit any liens to be filed or to stand against the Premises for any reason. If a lien is filed against the Premises, the Lessee must 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 continues 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 is not 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, will become due and payable forthwith by the Lessee to the Lessor upon written demand therefore as Additional Rent.

### **13.3. No Consent or Request by Lessor**

Nothing in this Lease constitutes the Lessor's express or implied consent, request, or authorization for any person or entity to perform any labor or furnish any materials in connection with the Premises.

## **Section 14. ASSIGNMENTS AND ENCUMBRANCES**

### **14.1. Assignments**

The Lessee may not effectuate an Assignment or Sublease of this Lease, in whole or in part, or grant any right, interest, privilege, or license whatsoever in connection with this Lease, without the Lessor's prior written approval. The Lessor may, but is not obligated to, approve or disapprove a requested Assignment or Sublease. In no event, however, will the Lessor approve an Assignment or Sublease unless the Lessor has determined that the proposed assignee or Sublessee is financially and managerially capable of carrying out the terms of this Lease.

The Lessor may assign this Lease or any or all of its rights or obligations under this Lease at any time.

### **14.2. Encumbrances**

The Lessee may not effectuate an Encumbrance on the Premises without the Lessor's prior written approval. The Lessor may, but is not obligated to, approve or disapprove any requested Encumbrance. In no event, however, will the Lessor approve an Encumbrance unless the Lessor has determined that the Encumbrance only grants its holder, in the event of a foreclosure, the right to assume the Lessee's responsibilities under this Lease or to select a qualified new lessee, subject to the Lessor's written approval, and that it does not purport to grant its holder any rights to alter or amend the Lease's terms or conditions.

## **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 perform any of its responsibilities or obligations under this Lease. Before terminating this Lease for default, the Lessor will provide the Lessee

with a Notice of Default giving the Lessee fifteen (15) calendar days to cure a monetary default or fifteen (15) calendar days to cure a non-monetary default. If the Lessee does not cure its default within the applicable cure period, then the Lessor may terminate this Lease through written notice to the Lessee and require the Lessee to immediately remove its Personal Property from, and to vacate, the Premises. If the Lessor has provided two (2) or more Notices of Default in the twelve (12) months prior to a Notice of Default, the Lessor may choose at its sole discretion not to offer an opportunity to cure a default, but may terminate the lease immediately by notice to the Lessee. If the Lessee fails to remove all of its Personal Property from the Premises by the Termination Date or a later date specified by the Lessor in the notice of termination, then the Lessor may impound or otherwise dispose of that property in accordance with 36 C.F.R. § 2.22.

### **15.2. Bankruptcy**

The Lessor may terminate this Lease 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 calendar (90) 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.

### **15.3. No Waiver**

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

### **15.4. 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 cure period, the Lessor may choose to correct the default (entering upon the Premises for such purposes if necessary), and the Lessor will 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 must pay to the Lessor upon demand the entire expense of the correction as Additional Rent, including the cost of consultants or contractors hired by the Lessor to correct the default 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, 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 must surrender and vacate the Premises; remove the Lessee's Personal Property from the Premises; and return the Premises, including the Lessor's Personal Property, to as good an order and condition as that existing

upon the Commencement Date, ordinary wear and tear excepted.

(b) For these purposes, the Lessor and the Lessee will prepare an Inventory and Condition Report of the Premises to constitute the basis for settlement by the Lessee to the Lessor for the Lessor's Personal Property, or elements of the Premises shown to be lost, damaged or destroyed. Any such Personal Property, or other elements of the Premises must 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 will end upon the Expiration Date or Termination Date and any holding over by the Lessee or the acceptance by the Lessor of any form of payment of Rent or other charges after such date will not constitute a renewal of this Lease or give the Lessee any rights under this Lease or in or to the Premises.

### **Section 17. NONDISCRIMINATION AND EMPLOYMENT LAWS**

The Lessee and the Lessee's contractors must comply with the requirements of all Applicable Laws relating to nondiscrimination in employment and in providing facilities and services to the public. The Lessee will do nothing in advertising for employees that will prevent those covered by these laws from qualifying for such employment. In addition, the Lessee must comply with all provisions of Executive Order 14026 of April 27, 2021, (Increasing the Minimum Wage for Federal Contractors) and its implementing regulations, including the applicable contract clause, codified at 29 C.F.R. pt. 23, all of which are incorporated by reference into this Lease as if fully set forth in this Lease. The Lessee must comply with all provisions of Executive Order 13706 of September 30, 2016, (Establishing Paid Sick Leave for Federal Contractors) and its implementing regulations, including the applicable contract clause, codified at 29 C.F.R. pt. 13, all of which are incorporated by reference into this Lease as if fully set forth in this Lease. The Lessee must comply with all provisions of Executive Order 13496 of January 30, 2009, (Notification of Employee Rights Under Federal Labor Laws) and its implementing regulations, including the applicable contract clause, codified at 29 CFR part 471, appendix A to subpart A, all of which are incorporated by reference into this Lease as if fully set forth in this Lease.

### **Section 18. NOTICES**

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

If to the Lessor:

Superintendent  
Valley Forge National Historical Park  
1400 North Outer Line Drive  
King of Prussia, PA 19406

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. Under no circumstances will the Lessor be responsible or obligated for any losses or liabilities of the Lessee. The Lessee may not publicize, or otherwise circulate, promotional or other material of any nature that states or implies endorsement of the Lessee or its services or products by the Lessor or any other governmental agency.
- (b) This Lease is not intended to, and does not, confer upon any person or entity, other than the parties hereto, any right or interest, including any third-party beneficiary status or any right to enforce any provision of this Lease.
- (c) This Lease provides no right of renewal or extension to the Lessee, nor does it provide the Lessee with the right to award of a new lease upon termination or expiration of this Lease. No rights will be acquired by virtue of this Lease entitling the Lessee to claim benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.
- (d) The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Lessor will have the right to immediately terminate this Lease for default.
- (e) If one or more provisions of this Lease are held to be invalid for any reason, such invalidity will not affect any other provision of this Lease, and this Lease will be construed as if the invalid provisions had not been contained in this Lease.
- (f) All exhibits that may be referenced in this Lease are hereby attached to and incorporated in this Lease.
- (g) Time is of the essence to this Lease and all of its terms and conditions.
- (h) The laws of the United States govern the validity, construction, and effect of this Lease.
- (i) This Lease constitutes the entire agreement between the Lessor and the Lessee with respect to its subject matter and supersedes all prior offers and negotiations, oral or written. This Lease may not be amended or modified except by a written instrument executed by the Lessor and the Lessee.
- (j) The voluntary sale or other surrender of this Lease by the Lessee to the Lessor, or a mutual cancellation, or the termination by the Lessor pursuant to any provision of this Lease, will not work a merger, but, at the option of the Lessor, may either terminate any or all existing Subleases hereunder or operate as an Assignment to the Lessor of any or all Subleases.
- (k) If more than one lessee is named in this Lease, each lessee is jointly and severally liable for

performance of the obligations of this Lease.

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

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

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

LESSOR:

THE UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE

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

---

Date

LESSEE:

[Entity Name]

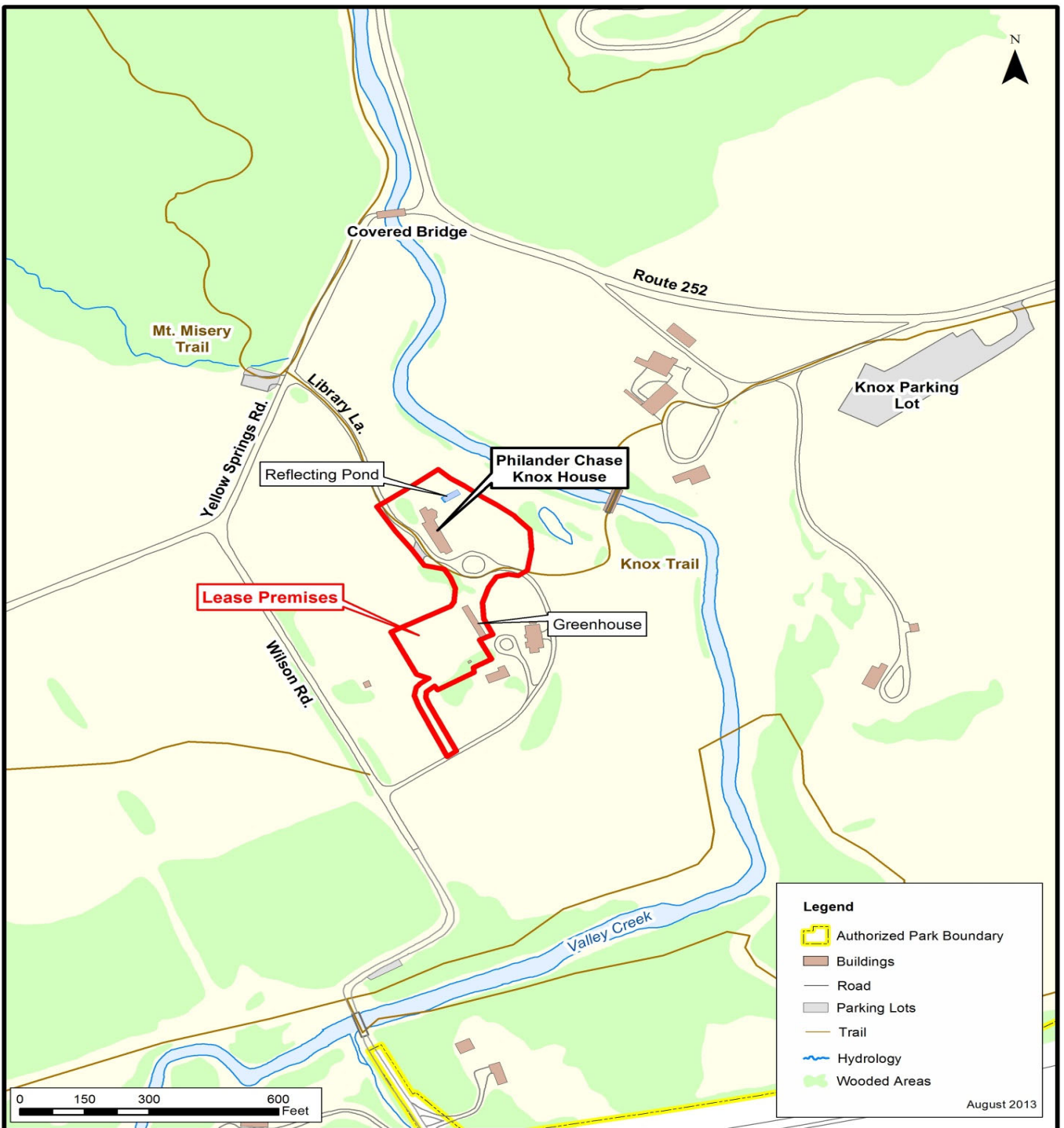
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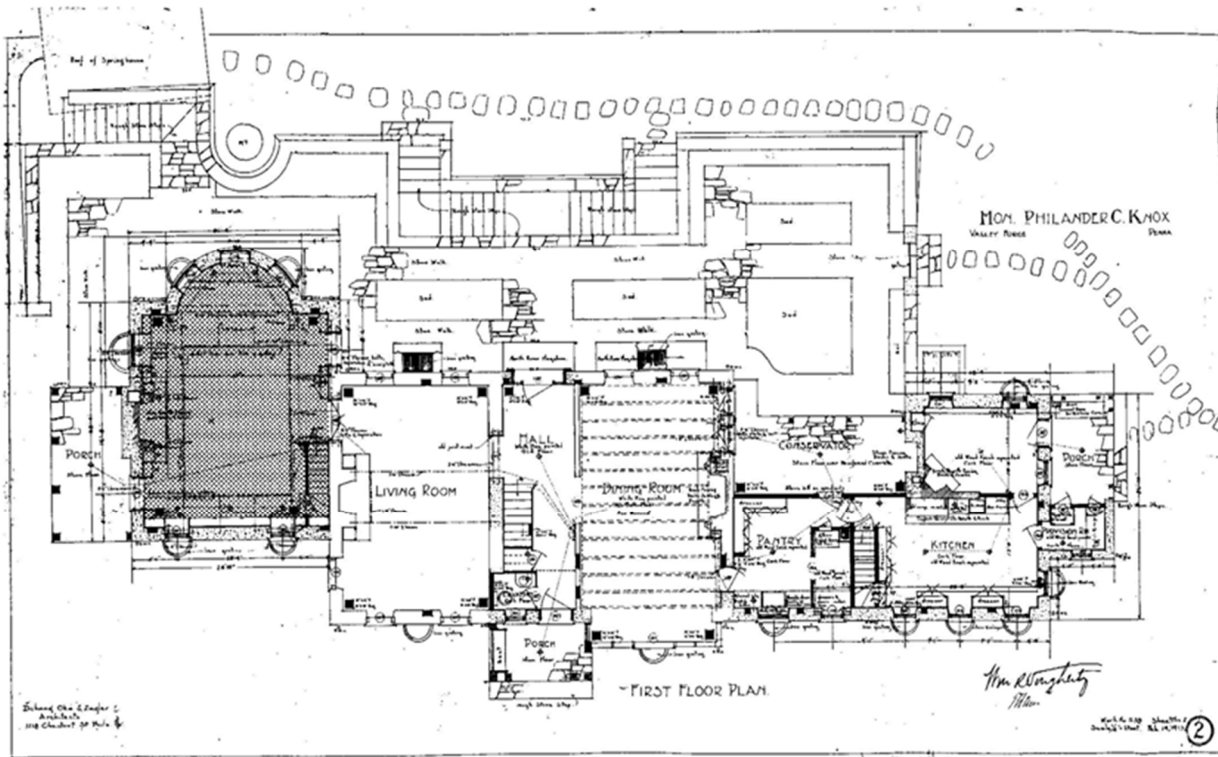
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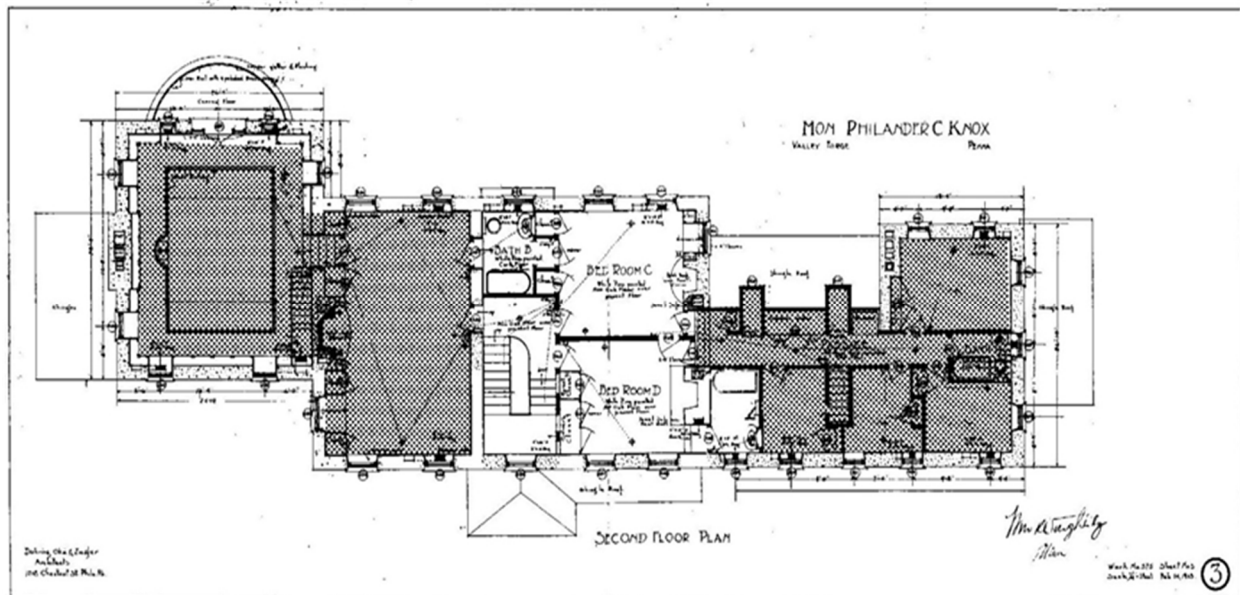
## EXHBIT A-1: Exterior Lease Premises



**EXHIBIT A-2: Interior Lease Premises**  
First Floor



**Second Floor**





## **EXHIBIT B: Inventory and Condition Report**

To be developed prior to Lease execution

## **EXHIBIT C: Operating Plan**

This Operating Plan between the Lessor and Lessee will serve as a supplement to the Lease. It describes the specific conditions of the Lessee's Authorized Use of the Premises.

In the event of any conflict between the terms of the Lease and this Operating Plan, the terms of the Lease, including its designations and amendments, will prevail.

This Operating Plan will be reviewed annually by the Lessor in consultation with the Lessee and revised as determined necessary by the Lessor. Any revision to this Operating Plan will be commemorated through an updated Operating Plan.

The use of the Premises is authorized as follows:

**Event Scheduling** – The Lessee has the right to schedule an event or events on each and every day of the term of the Lease. The Lessee will develop and maintain a scheduling calendar accessible by Lessor to ensure there are no scheduling conflicts between events and NPS use.

**Lessor Right to Cancel or Modify Events** – Lessor may cancel events in the event of weather, public health or other emergencies, an uncompleted repair or maintenance project within the Lease Premises that causes a safety issue that cannot be mitigated, or a U. S. Government shutdown. Furthermore, Lessor may modify how the Lease Premises may be used in the event of a public health, weather or other emergencies. For example, the Lessor may impose occupancy limits during public health emergencies. Lessee must state this provision within their contract for any event held on the Premises.

**Exclusive Use of the Premises** – Except as noted below in "Conditions of Exclusive Use of the Premises," Lessee is granted exclusive use to the Premises on the day before, the day of, and the day after an event as defined in the Lease. In the case of multiple Events booked on consecutive days, exclusive use to the Premises is authorized on the day before the first Event, the day of each Event, and the day after the last consecutive Event. During exclusive use, NPS staff will retain the right to access the Premises to periodically monitor use and in emergency situations.

### **Conditions of Exclusive Use of the Premises**

- Library Lane:
  - Vehicles belonging to general visitors will not be permitted on Library Lane on any day on which there is an Event.
  - The Knox Trail runs past the PCK house on Library Lane towards Yellow Springs Road and general visitors will continue to have pedestrian or bicycle access to Library Lane on Event days.
  - On the day of any event, the Lessee will be permitted to reroute the Knox Trail to run past the PCK garage on Library Lane towards Wilson Road to avoid potential accidents between event guests arriving by vehicle and park users walking or biking on Library Lane or Library Lane circle.
  - The Lessee will be authorized to park vehicles or stage equipment on approximately half of the Library Lane circle so as to not block traffic. Any vehicles or equipment must be removed from the site at the conclusion of each event.

- Side Yard – This yard South of the House and adjacent to the Library Lane circle may be used for operations of the Lessee, including access by staff.
- Main Lawn – The Lessee may install a leveling platform and tent as described below.

**Non-Exclusive Use of the Premises** – Non-exclusive or shared use of the Premises is authorized on all other days during the Lease Term. Accordingly, the exterior portions of the Premises, with the exception of the Lessee's tent, will be open to the public. With the exception of the former kitchen and servant dining room which will be used as the Lessee's office space, the interior portions of the Premises may be used by the NPS for normal operations including meetings, facilitation of volunteer projects and visitor access to the library (by appointment).

**Types of Authorized Events** – The Premises will be used for private events such as weddings, corporate retreats and family parties. The Lessee will not permit events that it has reason to believe may involve excessive drinking and/or disorderly behavior.

**Period of Availability** – The interior of the Premises will be available for events year round. The interior and exterior of the Premises will be available April through October of each year of the Lease Term. All events may begin by 10:00am and all events will end no later than 11:00 pm, with last Lessee staff and contractors leaving the site by 1:00am. Lessee staff and contractors shall leave the site by 12:00 midnight on non-event nights.

**Maximum Attendance** – As determined by Lessor, thirty (30) people is the maximum attendance for indoor-only events, and two hundred (200) people is the maximum attendance for indoor/outdoor events held April through October.

**Noise Limit** – Sounds generated by events may only be minimally audible (as determined by the Lessor) to the visiting public at Valley Creek or on the Mount Misery Trail and shall not be audible from any privately owned residences. Music must be stopped by 10:30pm.

**Tent** – The Lessee is authorized to construct a leveling platform and tent, which may remain on-site during the outdoor event season beginning in April and ending in October. Lessee also will be authorized to change the size of the tent as needed. The tent must be made of a flame resistant / retardant material. The tent must be placed on a level platform above the grass. The height of the tent will be as low as possible. Guard rails and stairs will be provided as required by safety codes, as determined by Lessor. The size and location of the tent must be approved in advance by the Lessor. The tent will not be open to the general public at any time unless approved and managed by the Lessee.

**Alcohol** – Alcohol is permitted. Lessee and any contractor hired by the Lessee must comply with all applicable laws and maintain any required licenses, permits and/or certificates.

**Food Service** – Food and beverage may only be provided to event guests. Caterers must be in compliance with the U.S. Food and Drug Administration (FDA) Food Code and any other applicable codes or laws related to food service.

**Kitchen** – Cooking is not permitted within the PCK house. However, limited preparation including plating of already cooked foods and brewing of coffee is permitted. It is anticipated that the Lessee will use a cook tent / mobile kitchen as necessary. Siting of any cook tent / mobile kitchen must be approved in

advance and in writing by the Lessor. Unless otherwise approved by the Lessor, any mobile kitchen must be removed from the Premises when Lessee has non-exclusive access.

**Accessibility** – The Lessee will be required to design and construct a fully reversible, temporary ramp system in accordance the Americans with Disabilities Act to make both the downstairs indoor and outdoor spaces fully accessible. The Ramp system must allow mobility impaired guests full access in and between the vehicle drop-off location, the front porch, the downstairs rooms within the PCK house available for guest use, the rear terrace, the tent and the exterior restrooms.

**Parking** – Due to the layout of the Premises and limited available parking, Lessee will be required to valet park all cars for all events. Event parking is generally permitted at: the four-vehicle lot across from the front door of the PCK house; approximately one-half of the circle adjacent to the PCK kitchen screen porch; and the PCK valet lot to be constructed by the Lessor. The PCK valet lot is an 18,000 square foot gravel lot within the walled garden west of the greenhouse. The PCK valet lot has been designed to accommodate 75 closely parked, medium sized sedans. The Knox lot on Route 252 east of the Covered Bridge is available for overflow parking with advance, written permission from NPS. Event parking is not permitted on Wilson Road, in the proposed Yellow Springs lot off of Wilson Road, or on Library Lane except as noted above.

**Bathrooms** – Due to limited wastewater capacity, the Lessee will be required to provide a fully accessible, mobile restroom(s) for all events with over 30 guests. Siting of the mobile restroom must be approved in advance by the Lessor. Unless otherwise approved by the Lessor, any mobile restroom must be removed from the Premises when Lessee has non-exclusive access.

**Electrical Service** – The Lease Premises has two different electric services – one serves the PCK house and the other serves the outdoor event area including the tent during the seven-month outdoor event season beginning in April and ending in October. During the Lease Term, the Lessee will be the account holder on the electric account that serves the tent.

**Exterior Lighting** – Temporary exterior lighting for way-finding purposes is permitted in the area of the front porch where valet drivers will take cars from and return cars to guests, the rear terrace, any walkways to the tent and/or mobile restroom(s). Temporary lighting of the PCK lot and the path between it and the PCK house is permitted. The location and type of all lighting must be approved in advance in writing by the Lessor. All temporary lighting must be stored in accordance with the “Storage” provision or removed from the Lease Premises when Lessee has non-exclusive access.

**Key Personnel** – The Lessee shall be required to provide to the NPS an updated list of its qualified and experienced key personnel, including a list of all contractors it uses.

**Lessee Staffing** – A fully trained employee of the Lessee must be present at the Premises during any event-associated activity including deliveries, set-up, the event itself, or break-down. An employee of a contractor of the Lessee does not meet this requirement unless agreed to in advance by the Lessor.

**Lessee Staff Training** – The Lessor and Lessee will collaborate on the development of a training program to be provided to all Lessee staff in the following:

- History and significance of the PCK estate, Valley Forge National Historical Park and the National Park Service;
- Fire and Life Safety procedures outlined in the Fire and Life Safety Plan;

- How to access and secure the building;
- How to interact with the visiting public regarding events and park areas closed for events;
- How to ensure interior occupancy does not exceed capacity; and
- Who to contact for fire, police, medical or maintenance issues.

#### **Lessee Contractors**

- The Lessee may utilize contractors to provide event services.
- Contractors must abide by all Lease and Operating Plan language as well as all local and national laws and regulations.
- The Lessee will require contractors to maintain appropriate insurance coverage that names the Lessee and the United States of America as an additional insured.
- The Lessee will develop and implement, subject to NPS prior approval, a contractor informational document, which will inform the contractor(s) of all pertinent information about the site.

**Fire and Life Safety Plan** – The Lessee shall develop and submit to the Lessor a Fire and Life Safety plan for the Lessor’s approval during the first 30 days of the Lease Term. Subsequently, the Fire and Life Safety Plan shall be updated and submitted to the Lessor for its approval before the beginning of each Lease Year.

**Signs and Decorations** – Non-staked sandwich boards may be used in and around the Premises to inform the visiting public about an ongoing event. Wording must be approved in advance by the Lessor. Signs directing event guests to the Premises are not permitted within the Park. Nothing may be affixed to any interior or exterior wall of the Premises. All signs, decorations, etc. must be free-standing or presented on easels. No nails may be placed in walls.

**Open Flames/Fireplaces** – The fireplaces may not be used. Candles and other open flames are not permitted inside the house. Candles and open flames are permitted on the terrace and inside the tent, so long as the tent itself and all linens are fire retardant and Lessee’s staff and contractors are trained on how to use a fire extinguisher.

**Smoking** – Smoking is prohibited in or within 25 feet of the PCK house or any of the structures.

**Pest Control** – The Lessee is prohibited from placing or spraying any chemicals to kill or deflect rodents or insects, including mosquitoes and other insects common to a riparian environment, without express written permission and direction from the Lessor. Any problems will be reported to the Lessor and the problem will be treated or written instructions will be given on what is permitted to remedy the situation.

**Storage** – Lessee may store its supplies, property and equipment in the tent during the Lease Term. The Lessee assumes all liability for any supplies, property or equipment left within the Lease Premises.

**Trash** – All trash must be removed from the Premises on the day of the event or the day following the event that generated the trash. Any trash not removed the day of the event must be kept in closed containers immediately following an event. The Lessee shall ensure that hazardous and universal waste generated from the site is disposed of in accordance with state and local laws. The Lessee shall ensure that all trash, recycling and composting meet applicable federal, state, and local requirements and goals.

## EXHIBIT D: Insurance Requirements

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

### 1. Types of Insurance (Non-Construction)

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

(b) Boiler and Machinery Insurance – At full replacement cost. The policy must specify that proceeds will be payable whether or not any damaged or destroyed improvements are actually rebuilt. The policy must include an endorsement that waives any provision of the policy that requires a building or structure to be replaced at its original site, provided that, such endorsement does not operate to increase the insurance company's liability under the policy.

(c) Worker's Compensation and Employer's Liability Insurance - Worker's compensation insurance in the statutory amounts and coverage required under worker's compensation, disability and similar employee benefit laws applicable to the Premises and to the Lessee's use and occupancy of the Premises; and employer's liability insurance, with limits of not less than \_\_\_\_\_ (\$ \_\_\_\_\_) for bodily injury per incident and \_\_\_\_\_ (\$ \_\_\_\_\_) aggregate, or such higher amounts as may be required by law.

(d) 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 must insure the performance by the Lessee of its indemnity obligations under this Lease.

(e) Business Interruption and Extra Expense Insurance - Business interruption and extra expense to cover the loss of income and continuation of fixed expenses in the event of damage to or loss of the Premises, including, with respect to the interests of the Lessor, the loss (or reduction) of Rent payments to the Lessor by the Lessee. Coverage amounts will be as required by the Lessor but in no event less than \_\_\_\_\_ (\$ \_\_\_\_\_) per incident and \_\_\_\_\_ (\$ \_\_\_\_\_) in the aggregate.

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

### 2. Conditions of Insurance

(a) The policy or policies required under this section must provide that in the event of loss, the proceeds of

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

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

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

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

(e) The Lessee and the Lessee's agents may not do anything, or permit anything to be done, in or about the Premises or on adjacent or nearby property that would invalidate or be in conflict with the provisions of any fire or other insurance policies covering the Premises or result in a refusal by insurance companies of good standing to insure the Premises in the amounts required under this Exhibit.

**EXHIBIT E: Housekeeping and Grounds Maintenance Plan**

To be developed based on Offeror's proposal and subsequent negotiation prior to Lease execution.



## **EXHIBIT F: Annual Rent and Percentage Rent Schedule**

To be developed based on Offeror's proposal