Request for Proposals

Lease No. VAFO001-15

Maurice Stephens House

Key dates for this Request for Proposals are as follows:	
RFP Release Date: Monday, December 8 , 2014	**Initial Proposal Submittal Deadline:** Friday, February 13, 2015, 1:00 PM EDT
Site Tour: Upon Request	**Subsequent Proposal Submittal Deadlines (If No Proposals Received on or before February 13, 2015):** Each Friday beginning February 20, 2015, 1:00 EDT

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A. SUMMARY OF LEASING OPPORTUNITY

This Request for Proposals (RFP) provides the opportunity for any interested individual or organization, hereinafter referred to as "Offeror" to submit proposals to the National Park Service (NPS) to lease NPS property at Valley Forge National Historical Park under the following general terms and conditions.

1) Property Offered for Lease

The Lease Premises includes two buildings:

- The Maurice Stephens House (List of Classified Structures ID 022346) is located south of Route 23 (across from Washington Memorial Chapel) on the edge of the Grand Parade. The main portion of the house, which consists of the five- bay, two and one- half story masonry structure, was constructed in 1816. An addition, historically known as an "ell," on the east side of the original structure was constructed circa 1841.
- The Maurice Stephens Spring House (List of Classified Structures ID 22347) is located southwest of the house. Tax records have shown that it existed in 1798; it is, therefore, the sole remaining 18th Century structure within the Lease Premises

The Lease Premises also includes an approximately 40-space parking lot on the northeast side of the house as well as a former parking lot which could potentially be put back to use.

Key Information about the Property Offered for Lease:

- **Deferred Maintenance**
  The house will require substantial restoration and rehabilitation. Each Offeror is responsible for developing the scope of work for and cost estimate of its improvement plan.

- **Jurisdiction – Zoning and Building Codes, Taxes and Assessments, Law Enforcement**
  For zoning and building codes, the Lease Premises are under exclusive jurisdiction of the Federal Government and are not subject to the zoning regulations of Upper Merion Township or Montgomery County. Construction design, authorization, and permitting will be required to comply with one or several of the following: the Secretary of the Interior's Standards for the Treatment of Historic Properties; National Historic Preservation Act (NHPA) and Section 106 compliance; National Environmental Policy Act (NEPA); Pennsylvania Uniform Construction Code; International Building Code (IBC); National Fire Protection Association (NFPA) 13 Standard for the Installation of Sprinkler Systems; NFPA 914 Code for Protection of Historical Structures; Americans with Disabilities Act (ADA); and the Architectural Barriers Act (ABA).

  Please note that your proposal may trigger compliance processes in accordance with one or more of the laws, regulations or policies stated above. The cost of any such compliance process as well as the costs of plan check, code review and construction inspections will be borne by the Lessee. One of the Lessee's obligations under the Lease is to comply, at its sole cost and expense, with all Applicable Laws and Requirements (including Federal, state, and local laws, rules, regulations, requirements and policies) in fulfilling its obligations under the lease agreement.

  State and local governments may have a limited right to levy and collect certain kinds of taxes or assessments. It is the responsibility of the Lessee to determine whether it is subject to specific taxes or assessments. Any comments made by the NPS in this RFP do not alter those responsibilities, if any, nor should they be construed to take a position nor express a view on behalf of the Lessee.

  For law enforcement matters, lessor has concurrent jurisdiction with local and state law enforcement agencies.

2) **Uses of the Lease Premises**

The property for lease may be used for the following purposes or other purposes as approved by the NPS: Café or Restaurant; Community Center; Art Center; Professional Offices.

3) **Term of the Lease**

The term of the lease will be negotiated with the selected Offeror. The term shall be as short as possible, taking into account the financial obligations of the lessee and other factors related to determining an appropriate lease term. No lease shall have a term of more than 60 years and the NPS anticipates a term between 10 and 20 years depending on the actual costs to rehabilitate the house. The lease term will commence as soon as possible following selection of the best offer, completion of any required compliance work, and property valuation by the NPS.

4) **Fair Market Value Rent**

The lessee will be required by the lease to pay at least fair market value rent (FMVR) to the NPS. The FMVR will be determined by the NPS after selection of the best proposal. The FMVR determination will take into account any restrictions on the use of the property or terms of the lease that limit the value and/or the highest and best use of the property and any requirements under the lease for the lessee to restore, rehabilitate or otherwise improve the leased property.

The lessee may be required to post a surety bond to ensure payment of a minimum of one year's rent and/or obtain personal guarantees from the principals. A surety bond may also be required to cover the lessee's entire cost of any rehabilitation of the property required by the lease.

5) **Other Terms and Conditions**

The proposed terms and conditions of the offered Lease are as described in Attachment A "Draft Lease" included in this RFP and are consistent with 36 CFR Part 18. Final terms will be negotiated between NPS and the selected Offeror.

6) **Competitive Process**

This lease opportunity is open to all interested persons and businesses on a competitive basis. Whichever Offeror submits the proposal judged best under the proposal selection criteria will be given an opportunity to negotiate a final lease agreeable to both the Offeror and NPS.

7) **Site Tour and Further Information**

The NPS will hold site tours upon request.

To obtain further information regarding this Request for Proposals, please contact Patrick (Pat) Madden, Business Manager, Valley Forge NHP at pat_madden@nps.gov. Questions not addressed in this RFP will be collected in writing and responded to through issuance of Question & Answers (Q&A). Q&A's along with this RFP and attachments can be found at our website, http://www.nps.gov/vafo/parkmgmt/businesswithpark.htm. Interested parties are required to check the website to ensure they are aware of any modifications to the RFP, additional documentation, or new Q&A's.

8) **Summary of Key dates**

RFP Release Date	Monday, December 8, 2014
Site Tour	Upon Request
Initial Proposal Submittal Deadline	Friday, February 13, 2015, 1:00 PM EDT
Subsequent Proposal Deadlines if not Proposal Submitted on or before February 13, 2015	Each Friday beginning February 20, 2015, 1:00 PM (EST or EDT pending season) until a responsive proposal is received or this RFP is cancelled

9) **Authority**

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

NPS Policy requires all leases with the NPS with terms in excess of ten years to meet Fair Market Value Rent criteria as determined by NPS appraisal.

B. NATIONAL PARK SERVICE AND VALLEY FORGE NATIONAL HISTORICAL PARK

The National Park Service was created by Congress to "conserve the scenery and the natural and historic objects and the wild life therein, and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations." Additionally, the Congress has declared that the National Park System should be "preserved and managed for the benefit and inspiration of all the people of the United States."

To learn more about the National Park Service, visit our website at www.nps.gov. This site includes information about who we are, our mission, NPS policies and individual parks.

Valley Forge National Historical Park was established in 1976 and is located west of King of Prussia, Pennsylvania. The Park includes approximately 3,500 acres of land managed by the NPS to preserve and interpret cultural and natural resources associated with the winter encampment of General George Washington and the Continental Army in 1777-78 during the American Revolutionary War. Over 1.9 million people visit the Park each year.

C. PROPOSAL SUBMISSION REQUIREMENTS

Please submit two (2) paper copies of your proposal accompanied by a transmittal letter signed by a principal of the proposed lessee. The copies must be on 8-1/2" x 11" paper punched with 3 holes on the left side and unstapled (suitable for NPS to put in binders) with double-sided copying.

The proposal must be enclosed in a sealed envelope and received at the NPS office stated below by the date and time stated above. The face of the sealed envelope must state the Offeror's name and address along with the following information:

Superintendent
Valley Forge National Historical Park
Proposal for Lease of the Maurice Stephens House
Proposal Submission Date: [insert date submitted here]
1400 North Outer Line Drive
King of Prussia, PA 19406-1009

The proposal must include a flash drive with a pdf of your entire proposal and an Excel file for Attachment E – Financial Forms.

Proposals must be delivered in person, by the U.S. Mail, or by another delivery service. Proposals submittal by telephone, fax, e-mail, or other methods will not be considered. Proposals will not be returned.

D. PROPOSAL SELECTION CRITERIA OVERVIEW

The NPS will select the best responsive proposal received under this RFP under the following selection criteria:

(1) The compatibility of the proposal's intended use of the offered property with respect to preservation, protection, and visitor enjoyment of the park area;

(2) The compatibility of the proposal with the historic qualities of the property;

(3) The financial capability of the Offeror to carry out the terms of the lease;

(4) The experience of the Offeror demonstrating the managerial capability to carry out the terms of the lease;

(5) The ability and commitment of the Offeror to conduct its activities in the park area in an environmentally enhancing manner through, among other programs and actions, energy conservation, waste reduction, and recycling;

(6) The benefit to the NPS of the financial and other terms and conditions of the proposal, including, without limitation, the scope of proposed improvements (if applicable), the amount of rent proposed, the proposed term of the lease, and other proposed lease terms and conditions.

E. PROPOSAL CONTENT

1) In General

Proposals submitted in response to this RFP must follow the format described below. You are asked to answer questions or supply specific information in response to the specified items. Please label your responses correspondingly and respond fully and accurately to all questions and/or requests.

2) Information Requested

a. Offeror Identification

Please provide full identification of the person(s) responsible for each proposal submitted: Name(s), address(es), telephone number(s), fax number(s), and e-mail address(es). In addition, please supply the names, addresses, phone numbers, and e-mail addresses of two personal and two professional references.

Please complete and submit the applicable Business Organization and Credit Information Form contained in the Proposal Forms attached to this RFP for the entity and/or individuals that are to be the lessee and its principals. There are separate forms for sole proprietorships/partnerships and for corporations. All financial statements submitted must be audited.

b. Proposed Uses

Please describe your proposed use or uses of the property and explain why such use or uses would be compatible with the preservation, protection and visitor enjoyment of the park area. Include a detailed operating plan. Among other matters, state how many persons will occupy the property, the number of customers that may be expected to visit the property on a daily basis, and your estimate of necessary parking spaces for employees and customers.

c. Improvement Plan

Please submit an improvement plan specifying how the applicant intends to rehabilitate and improve this historic property. The plan should comprehensively describe the proposed rehabilitation and improvements which the applicant will accomplish and outline a detailed schedule for program development, construction, completion, and opening for operation. Appropriate preliminary plans and drawings should be included in the plan. Detailed cost estimates should also be included.

d. Financial Capability

Please complete and submit the Initial Investment Form, Income Statement Form and Income Statement Assumptions Form located in Attachment E, explaining in detail the basis of all estimates included on the form.

Please submit documentation of the source and availability of funding for the estimated investment costs (including rehabilitation costs) through bank statements, bank financing commitment letters, or similar documents that convincingly substantiate your financial capability. All financial statements submitted must be audited.

e. Experience

Please explain in detail and document how your experience and background qualifies you as being managerially capable of satisfactorily performing the terms and conditions of the offered lease including the proposed rehabilitation of the structure(s).

Please complete and submit the Resume/Individual Experience and Related Background Form contained in the attached Proposal Forms for each key individual/entity.

f. Environmental Enhancement
Please explain your proposal for managing and using the property in an environmentally enhancing manner through, among other programs and actions you may propose, energy conservation, waste reduction, and recycling.

g. Rent Offered

Please state how much annual rent you offer to pay. The amount of rent will be negotiated with the selected Offeror, provided that, the final rent must at least equal fair market rental value as determined by the government.

h. Term Requested

Please state the term of the lease that would be acceptable to you and address, in particular, how the proposed term relates to your estimated rehabilitation costs. When considering the term, please keep in mind that the NPS is required to award leases with as short a term as possible, taking into account the financial obligations of the lease and other related factors. Shorter terms are considered to be more desirable to the NPs during evaluation of lease proposals.

F. EVALUATION AND SELECTION PROCESS

The NPS will review all responses to this RFP through an evaluation panel assisted by technical consultants as appropriate.

All proposals will first be screened for adherence to the requirements of this RFP. NPS will not consider non-responsive proposals. A non-responsive proposal is a proposal that was not timely submitted or fails to meet the material terms and conditions of this RFP as determined by NPS.

It is the intention of the NPS to select the best responsive proposal as determined under the selection criteria without further submittals or presentations. If this cannot be done, NPS will select those lease proposals that appear most suitable under the selection criteria, and from that group will request additional information or presentations so that the best proposal can be selected.

NPS will negotiate the terms of the final Lease with the Offeror determined to have submitted the best responsive proposal under the selection criteria. Award of a Lease to that Offeror is dependent on successful negotiation of the final terms of the Lease. If negotiations fail, NPS may negotiate with other Offerors for award of the offered Lease or terminate this solicitation without liability to any person.

Please note that all criteria will be evaluated commensurate with your plans. In other words, your experience and financial capability must match the scale and scope of your plans.

G. ADDITIONAL INFORMATION AND MODIFICATION OF PROPOSALS

NPS may request additional information or written clarification of a proposal from any Offeror after the submission date. However, proposals may not be amended after the submission date unless permitted by NPS. NPS may not permit amendment of a proposal unless all Offerors that submitted responsive proposals are given an opportunity to amend their respective proposals.

H. LEASE TERMS AND CONDITIONS

1) Term of Lease

The lease to be awarded under this RFP is to have a term that is as short as possible. The lease will not be extended, except that leases with an initial term of one (1) year or more may be extended once for a period not to exceed one (1) additional year if the deciding official determines that an extension is necessary because of circumstances beyond the control of the NPS.

2) **Lease Provisions**

The lease to be awarded under this RFP will contain the provisions required by Part 18 as well as other provisions determined by the NPS to be necessary to assure use of the leased property in a manner consistent with the purposes of the park area, and where applicable, to assure the preservation of historic property. Required provisions include, without limitation:

(a) A termination for cause or default provision;
(b) Appropriate provisions requiring the lessee to maintain the leased property in good condition throughout the term of the lease;
(c) Appropriate provisions stating that subletting of a portion of the leased property and assignment of a lease, if permissible under the terms of the lease, must be subject to the written approval of the NPS;
(d) Appropriate provisions requiring the lessee to pay for all utilities used by the lessee and to pay all taxes and assessments imposed by federal, state, or local agencies applicable to the leased property or to lessee's activities;
(e) Appropriate provisions stating that the lessee has no rights to renewal of the lease or to the award of a new lease upon lease termination or expiration;
(f) Appropriate provisions stating that the lessee may not construct new buildings or structures on leased property except in limited circumstances;
(g) Appropriate provisions requiring that any improvements to leased property to be made by the lessee may be undertaken only with written approval from the NPS; and
(h) Appropriate provisions that describe and limit the type of activities that may be conducted by the lessee on the leased property.

I. PROPOSALS CONSIDERED PUBLIC DOCUMENTS

All proposals submitted in response to this Prospectus may be disclosed by the Service to any person, upon request, to the extent required or authorized by the Freedom of Information Act (5 U.S.C.§ 552). If you believe that your proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, mark the cover page of each copy of the proposal with the following legend:

> "The information specifically identified on pages of this proposal constitutes trade secrets or confidential commercial or financial information that the Offeror believes to be exempt from disclosure under the Freedom of Information Act. The Offeror requests that this information not be disclosed to the public, except as may be required by law."

You must specifically identify what you consider to be trade secret information or confidential commercial or financial information on the page of the proposal on which it appears, and you must mark each such page with the following legend:

> "This page contains trade secrets or confidential commercial and financial information that the Offeror believes to be exempt from disclosure under the Freedom of Information Act, and which is subject to the legend contained on the cover page of this proposal."

Information so identified will not be made public by the NPS except in accordance with law.

NPS does not warrant and assumes no liability for the accuracy of the information provided in this RFP.

EXPERIENCE YOUR AMERICA™

ATTACHMENT A

[DRAFT] **LEASE**

BETWEEN THE

UNITED STATES DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE
(LESSOR)

AND

_____
(LESSEE)

VALLEY FORGE NATIONAL HISTORICAL PARK
MAURICE STEPHENS HOUSE LEASE

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LEASE

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

WITNESSETH THAT:

WHEREAS, Congress designated Valley Forge National Historical Park (Park Area) as a unit of the national park system;

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

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

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

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 Affiliate of Lessee – 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.

1.2 Alterations – means any construction, modifications, rehabilitation, reconstruction, and/or restoration of the Premises other than Initial Improvements.

1.3 Applicable Laws – means all present and future laws, statutes, requirements, ordinances, judgments, regulations, and administrative and judicial determinations that are applicable by their own terms to the Premises or the Lessee, even if unforeseen or extraordinary, of every governmental or quasi-governmental authority, court or agency claiming jurisdiction over the Premises now or hereafter enacted or in effect (including, but not limited to, Part 18 and the Park Area's General Management Plan, environmental laws and those relating to accessibility

to, usability by, and discrimination against disabled individuals) and all covenants, restrictions, and conditions now or hereafter of record which may be applicable to the Lessee or to all or any portion of the Premises, or to the use, occupancy, possession, operation, maintenance, 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.

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

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

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

1.7 Construction Documents – refers collectively to all drawings, plans, specifications, and similar documents associated with the construction of Improvements on the Premises.

1.8 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.

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

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

1.11 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.

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

1.15 Initial Improvements – means the construction, modifications, rehabilitation, 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.

1.16 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.

1.17 Inventory and Condition Report – means the document contained in Exhibit B to this Lease that describes the FF&E in or on the Premises and the condition of the Premises (including FF&E) as of the Commencement Date.

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

1.19 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.

1.20 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.

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

1.22 Park Area – means Valley Forge National Historical Park.

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

1.24 Personal Property – means all FF&E, appliances, and apparatus placed in or on the Premises that are neither permanently attached to nor form a part of the Premises.

1.25 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.

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

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

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

1.29 Secretary's Treatment Standards – means the Secretary of the Interior's Treatment Standards for Historic Property (Part 68 of Title 36 of the Code of Federal Regulations) that are hereby made a part of this Lease by reference.

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

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

Section 2. LEASE OF PREMISES

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

[Description of Premises leased]

(b) Subject to all Applicable Laws and all liens, encumbrances, restrictions, rights and conditions of law or of record or otherwise;
(c) Excepting and reserving to the Lessor the right, at reasonable times and (except in case of emergency) following advance notice to the Lessee, to enter and to permit any governmental

agency, public or private utilities and other persons to enter upon the Premises as may be necessary for the purposes of the administration of this Lease and/or the Park Area as determined by the Lessor and to close the Premises when immediate danger to life or property is discovered; 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 applicable to the Premises.

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

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

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

2.5 Historic Property
The Premises (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, without limitation, any characteristics of the Premises or improvements thereon, the suitability of the Premises for the intended use, the likelihood of deriving trade from or other characteristics of the Park Area, the economic or programmatic feasibility of the Lessee's use and occupancy of the Premises, or hazardous materials on or in the vicinity of the Premises.

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

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

Section 4. LEASE TERM AND ABANDOMENT

4.1 Lease Term
The Lease Term shall 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); provided, however, that if the Lessee fails to timely complete Initial Improvements in accordance with the Construction Documents, this Lease shall be for a term of _____ (_____) years, expiring on _____ unless terminated earlier in accordance with its terms.

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

Section 5. RENT

5.1 Net Lease and Rent Payments
(a) All Rent shall be 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.
(b) All Rent payments consisting of $10,000 or more shall be deposited electronically by the Lessee using the Treasury Financial Communications System. At Lessor's option, Rent payments shall be payable by wire transfer or other electronic means to such account as Lessor may from time to time designate. 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.

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

5.3 CPI Adjustment **[May be deleted for leases with a term of less than five years]**
The Annual Rent will increase effective as of the beginning of the second Lease Year and annually thereafter during the Lease Term to reflect the proportionate cumulative increase in the CPI, if any, during the previous Lease Year. For purposes of this section, CPI means the United States Department of Labor, Bureau of Labor Statistics, All Cities Average Consumer

Price Index, or if such index is no longer published, a successor or substitute index designated by the Lessor, that shows changes in consumer prices in the locale of the Park Area.

5.4 Percentage Rent **[Optional]**
(a) In addition to Annual Rent, the Lessee shall pay to the Lessor as Percentage Rent an amount of money equal to _____ percent (_____%) of the Lessee's Gross Revenues for the preceding month of the Lease Term. The Percentage Rent shall be due on a monthly basis at the end of each month of the applicable Lease Year during the Lease Term and shall be paid by the Lessee within fifteen (15) calendar days after the last day of the applicable month.
(b) Gross Revenues – 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.

5.5 Rent Reconsideration **[May be deleted in leases with a term less than fifteen years]**
(a) The Rent otherwise required by this Lease shall be subject to reconsideration at the request of the Lessor or the Lessee after the end of the _____, _____ and _____ Lease Years of this Lease in order to maintain the Rent under this Lease in an amount and structure consistent with fair market value rent. "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 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 _____, _____, or _____ Lease Year, as applicable.

Section 6. USES OF PREMISES

6.1 Authorized Uses
The Lessee may utilize the Premises only for the following purposes:

[To be determined.]

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

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

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

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

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

6.7 Signs

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

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

6.9 Alterations
The Lessee shall not make any Alterations of any nature to the Premises without the express written approval of the Lessor. 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, without limitation, construction insurance requirements.

Section 7. RECORDS AND AUDITS

The Lessee shall provide the Lessor and its agents and affiliates, including without limitation, the Comptroller General of the United States of America, access to all books and records relating to the Premises and the Lessee's use of the Premises under this Lease for the purpose of conducting audits to verify the Lessee's compliance with the terms and conditions of this Lease for any of the five (5) preceding Lease Years. The Lessee shall keep and make available to the Lessor these books and records at a location in the Premises or within the locale of the Park Area. The Lessee shall, if requested by the Lessor, provide the Lessor with complete information and data concerning the Lessee's operations and operating results, including without limitation, information and data regarding: **[specify particular types of information and data that relate to the Lessee's particular operations]**.

Section 8. INITIAL IMPROVEMENTS BY LESSEE

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

[Detailed description of the Initial Improvements to be constructed and construction schedule]

Section 9. CONSTRUCTION APPROVAL

9.1 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.

9.2 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.

9.3 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.

9.4 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 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.

9.5 Approval of Construction

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.

9.6 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.

9.7 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, the Park Area's General Management Plan and other Applicable laws. Review and approval of proposed Improvements is subject to any required compliance with the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321 et seq., and, if the project affects Historic Property, Section 106 of the National Historic Preservation Act (Section 106), 16 U.S.C. § 470(f).

9.8 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.

9.9 Special Considerations for Historic Property
If proposed Improvements relate to Historic Property, the Lessor will not approve proposed Construction Documents unless it is able to determine that they comply with the Secretary's Treatment Standards, NPS 28, and any conditions that may be imposed on the Improvements through the operation of other Applicable Laws, including, without limitation, NEPA and Section 106.

9.10 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.

9.11 Building Permit
Lessee shall not commence Improvements until such time as Lessor may issue a Building Permit as evidence of approval of the Construction Documents. The Building Permit shall contain necessary and appropriate terms and conditions for the construction of the Improvements.

9.12 Construction Completion Procedures

Upon completion of the Improvements, the Lessee shall submit to the Lessor (in formats specified by the Lessor):
(a) a notice of completion;
(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 member, walls, partitions and other significant features of the Improvements; and
(d) a complete inventory of all FF&E in or on the Premises as of the completion of the Improvements. Upon approval by the Lessor of the completion of the Improvements, the Lessor will issue a Certificate of Completion including authorization to occupy the Premises.

9.13 Lessor's Right to Utilize Construction Documents **[Optional]**
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 rights 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: The drawings, specifications and other documents prepared by the Architect for this Project ("Documents") are instruments of the Architect's service and, unless otherwise provided, the Architect shall be deemed the author of these Documents and shall retain all common law, statutory and other reserved rights, including the copyright. For the purpose of completing this Project or for any other purpose, Architect and its consultants hereby (i) grant to Owner and the National Park Service an irrevocable, fully paid-up, perpetual, worldwide license to copy and use such Documents for completion of this Project or for any other purpose and (ii) consent to the use by Owner and the National Park Service, and of the modification by other design professionals retained by Owner and the National Park Service, of the Documents. The Architect will have no responsibility or liability to the Owner or the National Park Service with respect to any modification to the Documents made by the Owner or National Park Service or any other design professional retained by the Owner or National Park Service. Furthermore, except where the Architect is found to be liable for such claim, damage or loss, the Owner shall hold Architect harmless from any such claim, damage or loss arising out of the modification of the Documents by Owner or the National Park Service or another design professional. The Owner and the National Park Service shall be permitted to retain copies, including reproducible copies, of the Documents for information and reference in connection with the use and occupancy of the Project. Notwithstanding the foregoing, Architect acknowledges and consents to the use and ownership by the National Park Service, or its designees or assignees, of said plans and specifications in accordance with the Lease between the Owner (as Lessee) and the National

Park Service (as Lessor) for the Premises leased to Lessee associated with the Documents and Architect agrees to deliver copies of said plans and specifications to the National Park Service upon written request from the National Park Service, provided that the National Park Service agrees to pay the Architect's reasonable duplication expenses.

Section 10. MAINTENANCE AND REPAIR

10.1 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) 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 a manner consistent with the operation of comparable facilities in the locale of the Park Area and in compliance with all Applicable Laws;
(b) replacement, as they become worn out or obsolete, of all FF&E;
(c) housekeeping and routine and periodic work scheduled to mitigate wear and deterioration without altering the appearance of the Premises;
(d) repair or replacement in-kind of broken or worn out elements, parts or surfaces so as to keep the existing appearance of the Premises;
(e) scheduled inspections of all building systems on the Premises;
(f) maintenance of the grounds of the Premises in good condition including, without limitation, regular grass mowing, managed lawn and ornamental plantings, snow removal and avoidance or removal of unsightly storage or parking of materials, equipment, or vehicles.

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

Section 10.2 Maintenance Plan

If requested by the Lessor, the Lessee shall submit to the Lessor for its approval a Lessee Maintenance Plan satisfactory to Lessor. 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 Premises.

10.3 Preservation Maintenance Plan

If the Premises (or any part of the premises) are Historic Property, the Lessee shall repair and maintain all portions of the Premises that are Historic Property through a Preservation Maintenance Plan prepared by the Lessee and approved by the Lessor as appropriate and consistent with the requirements of the Secretary's Treatment Standards and NPS 28. The Lessor may make reasonable modifications to the plan from time to time to reflect changing maintenance and repair needs of the Premises. The Lessee shall submit a proposed Preservation Maintenance Plan to the Lessor within thirty (30) calendar days of the Commencement Date. The Preservation Maintenance Plan, when approved by Lessor, shall

become an Exhibit to this Lease without further action and the Lessee shall comply with its terms.

10.4 Maintenance Reserve Account **[Optional]**
(a) The Lessee shall establish and manage a Maintenance Reserve Account. The funds in the Maintenance Reserve Account shall be used to carry out, on a project basis, repair and maintenance needs of the Premises that are non-recurring within a seven-year time frame. 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 and similar projects. The Lessee will carry out projects as the Lessor shall direct in writing in advance of any expenditure being made and in accordance with project proposals approved by the Lessor. No projects may be commenced until the Lessee receives written approval from the Lessor in accordance with Section 21 of this Lease.
(b) Projects paid for with funds from the Maintenance Reserve Account will not include routine, operational maintenance of facilities or housekeeping and groundskeeping 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 Maintenance Reserve Account.
(c) The Lessee shall establish the Maintenance Reserve Account within its accounting system. The Lessee shall debit to this account within fifteen (15) calendar days after the last day of each month during the Lease Term a sum equal to: _____ percent (_____%) of the Lessee's gross revenues (as defined in Section 5) for the previous month. If the Lessee fails to make timely debits 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 Maintenance Reserve Account and the related activities of the Lessee.
(d) The balance in the Maintenance Reserve Account shall be available for projects in accordance with its purpose. For all expenditures made for each project from the Maintenance Reserve Account, the Lessee shall maintain auditable records including invoices, billings, canceled checks, and other documentation satisfactory to the Lessor. Withdrawals from the account shall not be made without the Lessor’s countersignature.
(e) Failure to expend Maintenance Reserve Account funds when directed by the Lessor shall be considered as 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) Any Maintenance Reserve Account 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.

Section 11. TAXES

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

Section 12. UTILITIES

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

Section 13. HAZARDOUS MATERIALS

The Lessee shall comply with the following provisions concerning Hazardous Materials associated with the Premises:
(a) No Hazardous Materials shall be used, treated, kept, stored, sold, released, discharged or disposed of from, on, about, under or into the Premises except in compliance with all Applicable Laws and as approved by the Lessor in writing;
(b) The Lessee shall use, manage, treat, keep, store, release, discharge and dispose of its approved Hazardous Materials in accordance with all Applicable Laws. The Lessee is responsible for timely acquisition of any permits required for its Hazardous Materials and related activities and will be fully responsible for compliance with the provisions and conditions of such permits;
(c) If any Hazardous Materials Occurrence caused by Lessee results in any contamination of the Premises, other Park Area property or neighboring property, the Lessee shall promptly take all actions at its sole expense as are required to comply with Applicable Laws and to allow the Premises or such other property to be used free of any use restriction imposed under Applicable Laws as a result of the Hazardous Materials Occurrence. Except in cases of emergency, the Lessor's written approval of such actions shall first be obtained;
(d) Lessee at its expense shall be responsible for the abatement of Hazardous Materials in accordance with Applicable Laws in, on, or under the Premises as of the Commencement Date and thereafter; and
(e) If the Lessee discovers any unapproved Hazardous Materials in or on the Premises or becomes aware of a Hazardous Materials Occurrence related to the Premises, the Lessee shall immediately notify the Lessor.

Section 14. INSURANCE AND INDEMNIFICATION

14.1 Insurance During the Lease Term

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

14.2 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 until changed pursuant to the provisions of this section.

14.3 Disposition of Insurance Proceeds
All insurance proceeds received by or payable with respect to damage or destruction of the Premises (except proceeds of insurance covering loss or damage of the Lessee's Personal Property), less actual expenses incurred in connection with their collection, shall be held by the Lessee in an interest bearing account, with all interest accrued thereon deemed proceeds of insurance for purposes of this Lease. However, if required by the Lessor, an insurance trustee acceptable to the Lessor shall hold such proceeds for application in accordance with this Lease.

14.4 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.

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

Section 15. DAMAGE OR DESTRUCTION

15.1 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; or
(b) the Lessor may terminate this Lease without liability and the Lessee shall pay to the Lessor as additional rent the insurance proceeds resulting from the damaged or destroyed Premises.

15.2 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 except as provided in Section 15.1 of this Lease. No such loss or damage shall affect or relieve the Lessee from the Lessee's obligation to pay the Rent required by this Lease and in no event shall the Lessee be entitled to any prorated return or refund of Rent paid hereunder. Unless this Lease is terminated under Section 15.1, 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 the other terms and conditions of this Lease.

Section 16. LIENS

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

16.2 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 (60) calendar 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 (15) calendar 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 therefor as additional Rent.

16.3 No Consent or Request 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 17. ASSIGNMENTS AND ENCUMBRANCES

17.1 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 in the discretion of the Lessor and in no event shall the Lessor grant an approval unless it is able to determine that the proposed assignee or Sublessee is financially and managerially capable of carrying out the terms of this Lease. The Lessor has an unconditional right to assign this Lease or any or all of its rights and obligations under it at any time.

With respect to proposed Assignments and without otherwise limiting the criteria upon which the Lessor may withhold its consent to any proposed Assignment, the Lessee shall furnish to the Lessor the following information:

(a) all instruments proposed to implement the transaction;

(b) a statement as to the existence of any litigation questioning the validity of the proposed transaction;

(c) a description of the management qualifications and financial background of the proposed transferee, if any;

(d) a detailed description of the financial aspects of the proposed transaction, including but not limited to, prospective financial forecast statements that have been examined by an independent accounting firm and that demonstrate to the satisfaction of the Lessor that terms of the transfer do not impede or interfere with the financial ability of the Lessee to perform the requirements of this Lease;

(e) if the transaction may result in an Encumbrance on the Lessee's assets, full particulars of the terms and conditions of the Encumbrance; and

(f) such other information as the Lessor may reasonably require.

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

17.2 Encumbrances

The Lessee may not effectuate an Encumbrance on the Premises without the prior written permission of the Lessor. Approval of any Encumbrance is in the discretion of the Lessor and in no event shall an encumbrance be approved unless the Lessor is able to determine that it only grants its holder, in the event of a foreclosure, to assume the responsibilities of the Lessee under this Lease or to select a qualified new lessee subject to the written approval of the Lessor, and that it does not grant its holder any rights to alter or amend in any manner the terms and conditions of this Lease.

Section 18. DEFAULTS AND LESSOR'S REMEDIES

18.1 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 fifteen (15) calendar days in the case of monetary defaults and thirty (30) 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.

18.2 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.

18.3 No Waiver

No failure by the Lessor to insist upon the strict performance of any of the terms and conditions of this Lease or to exercise any right or remedy upon a default, and no acceptance by the Lessor of full or partial rent during the continuance of any default shall constitute a waiver of any default or of such terms and conditions. No terms and conditions of this Lease may be waived or modified except by a written instrument executed by the Lessor. No waiver of any default shall affect or alter this Lease, but each and every term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default.

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

Section 19. SURRENDER AND HOLDING OVER

19.1 Surrender of the Premises

(a) On or before the Expiration Date or Termination Date of this Lease, the Lessee shall surrender and vacate the Premises, remove Lessee's Personal Property, and return the Premises, including the FF&E, to as good an order and condition as that existing upon the Commencement Date or, if applicable, as that existing upon completion of any Improvements by the Lessee.
(b) For these purposes, the Lessor and Lessee shall prepare an inventory and condition report of the Premises to constitute the basis for settlement by the Lessee to the Lessor for Lessor's FF&E or elements of the Premises shown to be lost, damaged or destroyed. Any such FF&E, or other elements of the Premises shall be either replaced or returned to the condition required under this Section by the Lessee, ordinary wear and tear excepted or, at the election of the Lessor, reimbursement made therefor by the Lessee at the then current market value thereof.

19.2 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 20. 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 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.; and
(f) all other Applicable Laws relating to nondiscrimination in employment and in providing facilities and services to the public. The Lessee shall do nothing in advertising for employees that will prevent those covered by these laws from qualifying for such employment.

Section 21. NOTICES

Except as otherwise provided in this Lease, any notice, consent or other communication required or permitted under this Lease shall be in writing and shall be delivered by hand, sent by courier, or 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:

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

If to the Lessee:

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

Section 22. 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 or construed to, confer upon any person or entity, other than the parties hereto, any right or interest, including, without limiting the generality of the foregoing, any third party beneficiary status or any right to enforce any provision of this Lease.

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

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

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

(f) All Exhibits that may be referenced in this Lease are hereby attached to and incorporated in this Lease, except as may be specifically provided herein.

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

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

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

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

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

(l) Any and all remedies available to Lessor for the enforcement of the provisions of this Lease are cumulative and are not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law, or both. Lessee shall be liable for any costs or expenses incurred by Lessor in enforcing any term of this Lease, or in pursuing legal action for the enforcement of Lessor's rights including, but not limited to, court costs.
(m) The Lessee shall not construct new buildings or structures on the Premises, except that, with the prior written approval of the Lessor, the Lessee may construct minor additions, buildings and/or structures determined by the Lessor to be necessary for support of the uses authorized by this Lease.
(n) Nothing contained in this Lease shall be construed as binding the Lessor to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year or administratively allocated for the subject matter of this Lease, or to involve the Lessor in any contract or other obligation for the future expenditure of money in excess of such appropriations. Nothing in this Lease shall be construed as preventing the cancellation of this Lease by the Lessor in the exercise of sovereign authority otherwise provided by Applicable Laws.

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

LESSOR
THE UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE

_____ _____
Michael A. Caldwell Date
Regional Director
Northeast Region

LESSEE
[Name of Lessee]

_____ _____
Signature of Authorized Representative Date

Printed Name: _____

Title: _____

EXHIBIT A: Premises Description

[To Be Developed]

EXHIBIT B: Inventory and Condition Report

[To Be Developed]

EXHIBIT C: Insurance Requirements

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

1. Types of Insurance (Non-Construction)
(a) Property Insurance – An all risk or special form, including fire, vandalism and malicious mischief insurance. The amount of such insurance shall be the full insurable value of the Premises. All such policies shall specify that proceeds shall be payable whether or not any damaged or destroyed improvements are actually rebuilt. All such policies shall waive any requirement that a building or structure be replaced at its original site.
(b) Boiler and Machinery Insurance – At full replacement cost. The policy shall specify that proceeds shall be payable whether or not any damaged or destroyed improvements are actually rebuilt. The policy shall 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 shall 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 _____ dollars ($_____) for bodily injury per incident and _____ dollars ($_____) 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 _____ dollars ($_____) per incident and _____ dollars ($_____) aggregate for the Premises. Such insurance shall 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, without limitation and, with respect to the interests of the Lessor, the loss (or reduction) of Rent payments to the Lessor by the Lessee. Coverage amounts shall be as required by the Lessor but in no event less than _____ dollars ($_____) per incident and _____ dollars ($_____) in the aggregate.
(f) Other – All other insurance that the Lessee should maintain to adequately protect the Premises, Lessor, and Lessee.

2. Insurance During Construction

At all times during Construction, the Lessee at its sole expense, shall obtain and keep in force for the benefit of the Lessee and Lessor the following insurance coverages:
(a) If requested by Lessor at any time, performance and payment bonds approved by the Lessor, which bonds shall cover payment of all obligations arising under all contracts let in connection with a Construction and guaranteeing performance and payment under the applicable contracts, and payment in full of all claims for labor performed and materials supplied under such contracts. The bonds shall be issued by a responsible surety company, licensed to do business in the state where the Park Area is located, in an amount not less than the amount of the respective contracts, including without limitation, amounts for cost overruns, price increases, change orders, forced delays and the like, and shall remain in effect until the entire work under the contracts is completed; and
(b) To the extent not covered by other property insurance maintained by the Lessee, comprehensive “all risk” or “special form” builder’s risk insurance, including vandalism and malicious mischief, covering the Construction, all materials and equipment stored at the Premises and furnished under a construction contract, and all materials and equipment that are in the process of fabrication at the Premises of any third party or that have been placed in due course of transit to the Premises when such fabrication or transit is at the risk of, or when title to or an insurable interest in such materials or equipment, has passed to the Lessee, such insurance to be written on a completed value basis in an amount not less than the full estimated replacement cost of the Construction.

3. Conditions of Insurance
(a) The policy or policies required under this Exhibit shall provide that in the event of loss, the proceeds of the policy or policies shall be payable to the Lessee to be used solely for the repair or replacement of the property damaged or destroyed, as approved and directed by the Lessor, with any balance of the proceeds not required for repair or replacement to be payable 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 shall name the United States of America as an additional insured.
(c) All of the insurance required by this Exhibit and all renewals shall be issued by one or more companies of recognized responsibility licensed to do business in the state in which the Park Area is located with a financial rating of at least a Class B+ (or equivalent) status, as rated in the most recent edition of Best's Insurance Reports (or equivalent) or as otherwise acceptable to the Lessor.
(d) All insurance policies shall provide that such policies shall not be cancelled, terminated or altered without thirty (30) days prior written notice to the Lessor. The Lessee must provide to the Lessor a copy of each policy and a certificate of the policy executed by a properly qualified representative of the insurance company evidencing that the required insurance coverage is in full force and effect on or before the Commencement Date, and annually thereafter. The Lessee shall maintain all policies provided throughout the Lease Term and the Lessee shall renew such policies before the expiration of the term of the policy.

(e) If the Lessor at any time, but not more than annually, believes that the limits or extent of coverage, deductibles or self insurance retention, with respect to any of the insurance required by this Exhibit are insufficient for a prudent owner of property of the nature of the Premises, the Lessor may determine the proper and reasonable limits and extent of coverage, deductibles and self insurance retention limits for such insurance and such insurance shall thereafter be carried by the Lessee until changed pursuant to the provisions of this Exhibit.
(f) The Lessee assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers. No approval by the Lessor of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the Lessor of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.
(g) The Lessee and Lessee's Agents shall not do anything, or permit anything to be done, in or about the Premises or on adjacent or nearby property that would invalidate or be in conflict with the provisions of any fire or other insurance policies covering the Premises or result in a refusal by insurance companies of good standing to insure the Premises in the amounts required under this Exhibit.

ATTACHMENT B

BUSINESS HISTORY INFORMATION FORM

Business history information should be provided for the Offeror AND all parent companies. If the Offeror has not been formed yet, business history information should be provided for each Offeror-Guarantor.

The information provided below is for the entity:_____

1) Has Offeror ever defaulted from or been terminated from a management contract, lease, concession contract, or been forbidden from contracting by a public agency or private company?

   ❑ YES ❑ NO

   If YES, provide full details of the circumstances.

2) List any Bankruptcies, Receiverships, Foreclosures, Transfers in Lieu of Foreclosure, and/or Work-Out/Loan Modification Transactions during the past five years. (If none, then so indicate). Attach an explanation of the circumstances, including nature of the event, date, type of debt (e.g., secured or unsecured loan), type of security (if applicable), approximate amount of debt, name of lender, resolution, bankruptcy plan, and/or other documentation as appropriate.

3) Describe any pending litigation or administrative proceeding (other than those covered adequately by insurance) which if adversely resolved could materially impact the financial position of the Offeror.

4) Describe any lawsuit, administrative proceeding or bankruptcy case within the past five years that concerned the Offeror's alleged inability or unwillingness to meet its financial obligations.

ATTACHMENT C

BUSINESS ORGANIZATION AND CREDIT INFORMATION **Corporation/Limited Liability Company**	
Complete separate form for the submitting corporation and any and all parent entities.	
Name of Entity	
Address	
Telephone Number	
Fax Number	
Email Address	
Contact Person	
Title	
Tax ID#	
State of Incorporation	
Date of Incorporation	

OWNERSHIP	NUMBER AND TYPE OF SHARES OR PERCENTAGE OF OWNERSHIP	CURRENT VALUE OF INVESTMENT
Names and Addresses of those with controlling interest or key principals		
Total of All		
Total Shares Outstanding		

CORPORATE OFFICERS AND BOARD OF DIRECTOR OR MANAGING MEMBERS	ADDRESS	TITLE AND/OR AFFILIATION

Attach a copy of the following:

1) Certificate from state of incorporation indicating that the entity is in "Good Standing."
2) Description of relationship of submitting corporation and all parent entities to the Offeror.

ATTACHMENT D

BUSINESS ORGANIZATION AND CREDIT INFORMATION Individual/Partnership

Name of Entity	
Address	
Telephone Number	
Fax Number	
Email Address	
Contact Person	
Title	
Tax ID #	
Form of Business: ❑ **Partnership** ❑ **Sole Proprietor** ❑ **Other (describe) _____**	
Years in Business	

OWNERSHIP			
Names and Addresses of Each Partner or Sole Proprietor	**Percentage of Ownership**	**Current Value of Business**	**Role in Providing Concession Services**

INITIAL INVESTMENTS AND START-UP EXPENSES FORM

Company Name

Grey Cells are Input Cells

ASSETS

Existing Assets:

Assets necessary to the operation, already owned by the Offeror, that will be allocated to the operation of the Lease.

Personal Property	$ -
Inventory and Supplies	$ -
Other (describe)	$ -
Other (describe)	$ -
Subtotal	$ -

Immediate Purchase of New Assets:

Assets necessary to the operation, that Offeror will need to purchase for the operation of the Lease.

Personal Property	$ -
Inventory and Supplies	$ -
Other (describe)	$ -
Other (describe)	$ -
Subtotal	$ -
TOTAL	$ -

OTHER

Start-Up Expenses	$ -
Working Capital	$ -
Security Deposit	$ -
Other (describe)	$ -
Other (describe)	$ -
TOTAL	$ -

TOTAL INITIAL INVESTMENTS AND START-UP EXPENSES $ -

Notes
1) In a separate "Investments Assumptions" document, please provide an explanation of sufficient detail to allow a reviewer to fully understand your assumptions and how the estimates were determined.
2) Grey cells represent categories that need to be explained on the "Investments Assumptions" document.
3) Formulas included in this form are provided by the Service as guidance only. The Applicant is responsible for its financial projections and their accuracy.
4) All Applicants must include their estimate of the value of all property intended, whether planned for acquisition or currently owned, for use in the Lease.
5) The items indicated above are the estimated planned expenditures for initial investment, defined as one-time costs in either the year prior to or the first year after the start of the Lease.
6) Expenditures entered in this form should be in addition to that of typical annual capital investments and operating expenses of the first year of the new Lease.
7) Expenditures entered into this form should not be included in the proforma income statement.

Definitions
Start-up Expenses
One-time expenses incurred prior to the beginning of the contract, or during the first year of the contract, if needed, to implement your proposal.

Working Capital
Additional funds for working capital current assets such as pre-paid expenses, contingencies, and other necessary cash flow requirements. This should not be confused with Net Working Capital (current assets-current liabilities).

PROFORMA INCOME STATEMENT FORM

Company Name

Grey Cells are Input Cells

	%	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Gross Receipts (from Income Statement Assumptions worksheet)											
Restaurant / Café		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Art Center		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Professional Offices		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other (describe)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other (describe)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other (describe)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Gross Receipts		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Cost of Sales		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Gross Profit		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Direct Expenses											
Direct Salaries, Wages, Payroll Taxes, and Benefits											
Operating Supplies											
Equipment Rental											
Utilities											
Other (Identify)											
Other (Identify)											
Other (Identify)											
Total Direct Expenses		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Indirect Expenses											
Mgmt and Admin Salaries, Payroll Taxes & Benefits											
General and Administrative											
Marketing											
Insurance											
Corporate Overhead (Office rent, insurance, etc.)											
Other (describe)											
Other (describe)											
Other (describe)											
Total Indirect Expenses		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total Operating Expenses		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Net Operating Income		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Less: Rent Paid to NPS		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Interest Expense											
Depreciation											
Amortization											
Net Profit Before Taxes		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Income Tax											
Net Income		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

NOTES

1) Formulas included in this form are provided by NPS as guidance only. The Offeror is responsible for its financial projections and their accuracy
2) Grey cells represent categories that need to be explained on the "Income Statement Assumptions" worksheet.
3) Fully explain and document your Gross Revenue build-up. State annual inflation rate assumptions, rate increase assumptions, utilization assumptions and any estimates of real growth you anticipate.
4) All Direct Expenses should be supported with a clear rationale. Labor costs should be supported by a footnote identifying Full Time Equivalents (FTE) occupied for each operating department identified
5) Clearly describe the composition of each item classified under Undistributed and Fixed Expenses. If the expense item is allocated from or shared with a parent or related entity, please describe the allocation method. In particular, if you intend to assess a Management Fee, or other form of corporate overhead and profit, you must clearly describe what this fee is comprised of (Officer salaries, human resources, accounting, marketing, profit, etc.).

PROFORMA INCOME STATEMENT ASSUMPTIONS

Company Name:

Grey Cells are Input Cells

Annual Gross Receipts	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Annual Gross Receipts										
Restaurant / Café										
Art Center										
Professional Offices										
Other (describe)										
Other (describe)										
Other (describe)										
Other (describe)										
Other (describe)										
Other (describe)										
Total Annual Gross Receipts	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Cost of Sales					
Cost of Sales					

Direct Expenses		*Labor*	*Taxes/Ben*	*Other Exp*	*Total*
Direct Salaries, Wages, Payroll Taxes & Benefits					
Operating Supplies					-
Equipment Rental					-
Utilities					
Other (describe)					
Other (describe)					
Other (describe)					

Indirect Expenses					
Mgmt and Admin Salaries, Payroll Taxes & Benefits					-
General and Administrative					-
Marketing					-
Insurance					-
Corporate Overhead (Office rent, insurance, etc.)					
Other (describe)					
Other (describe)					
Other (describe)					

NOTES

1) In the description sections of this form, please provide an explanation of sufficient detail to allow a reviewer to fully understand how the estimates were determined.

EXAMPLES

Revenue Assumption Description Example

*****The following example does not reflect the above opportunity and is provided for the purpose of clarification only.*****

Revenue inflation is expected increase at the same rate as the Consumer Price Index which is predicted to grow at a rate of 2.7% annually, based upon historical growth as reported by the Bureau of Labor Statistics. No real growth is expected to occur, keeping in line with historical revenues. Therefore, overall revenue growth is forecast to occur at an average annual rate of 2.7% over the life of the Lease.

Expense Assumption Description Example

*****The following example does not reflect the above opportunity and is provided for the purpose of clarification only.*****

Direct expenses are expected to surpass historical direct expenses, as fuel and insurance prices increase. Studies by the Department of Commerce indicate that fuel prices will to rise at a rate of 10% annually over the next ten years, as opposed to the historical ten year rate of 4% annually. Additionally, insurance costs, according to a nationwide insurance broker survey, are expected to rise at 15% annually for the next 10 years, as opposed. to the 10 year historical rate of 2% annually. Accordingly, direct expenses associated with the operation are forecast to increase from an annual average of 10% of Gross Revenue to an annual average of 20% of Gross Revenues over the life of the Lease.

ATTACHMENT F

SAMPLE OFFEROR TRANSMITTAL LETTER

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

Dear Ms. Hammond:

I hereby submit the enclosed proposal to lease the Maurice Stephens House in Valley Forge National Historical Park in accordance with the Request for Proposals (RFP) released by the National Park Service (NPS) on _____.

[This paragraph should only be used for Offerors that are an existing business entity, not for individual Offerors or Offerors that are a business entity that is not yet in existence] I certify that I am the _____ of the *[select one: corporation/partnership/limited liability company/joint venture]* named as Offeror herein; that I submit this proposal for and on behalf of the Offeror, with full authority under its governing instrument(s), and within the scope of its powers.

[This paragraph should only be used for Offerors that are not yet in existence, not for individual Offerors or Offerors that are existing business entities] I certify that I am a guarantor of the name Offeror, a business entity that is not yet in existence.

I certify that all information provided is complete, true, and correct, and understand that false statements may subject me and/or the Offeror to criminal penalties under 18 U.S.C. 1001.

I also certify that the individual, individuals, entity or entities acting as the Offeror, having an ownership interest in the Offeror, acting as guarantor(s) of an Offeror that is not yet in existence at this time, or otherwise seeking to participate in the proposed lease:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a public transaction by a federal department or agency.

- have not, within three years preceding submission of the Proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, or for violation of federal or state antitrust statutes or for commission of embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.

- are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local unit of the government with commission of any of the aforementioned offenses.

- have not had one or more public transactions (federal, state or local) terminated for cause or default within the three-year period preceding submission of the proposal.

If selected for award of the lease, the Offeror hereby agrees to:

1) the terms and conditions of the Draft Lease provided as Attachment A to the RFP.

2) negotiate the final Lease in good faith within sixty working days after the Offeror may be selected for award of the lease.

3) *[Include only if the Offeror is not yet in existence]* provide the entity that is to be the Lessee with the funding, management, and other resources required under the Draft Lease and/or described in its Proposal.

4) *[Include only if the Offeror is a business entity, rather than an individual]* deliver current copies of the following documents to the NPS within ten calendar days after receiving notice of selection for award of the lease:

   - Certificate from its state of formation indicating that the entity is in "good standing" (if such form is issued in that state for Offeror's type of business entity);

   - Governance documents of Offeror (e.g. articles of incorporation and by-laws for corporations; operating agreement for LLCs; partnership agreement for partnerships; or venture agreement for joint ventures); and

   - If the business entity was not formed in the Commonwealth of Pennsylvania, evidence that it is qualified to do business there.

OFFEROR or, if the Offeror is not yet in existence at this time, OFFEROR-GUARANTOR:

NAME OF OFFEROR _____

SIGNATURE _____ DATE _____

TYPED OR PRINTED NAME _____

TITLE _____

ADDRESS _____
_____
_____