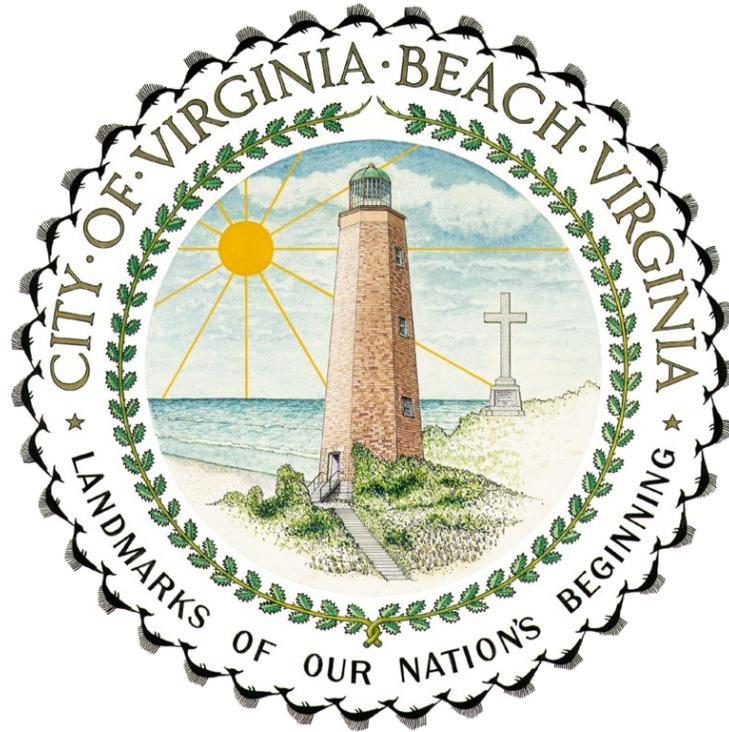


Request for Proposals (RFP): PWRE-26-0104

Lease of City-Owned Property – City of Virginia Beach



Site Name:
Farmers Market

Site Address:
3640 Dam Neck Road
Building 1, Space 10 and Guard
House
Virginia Beach, VA 23453

Deadline for Submission:
May 22, 2026

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Request for Proposals (RFP): PWRE-26-0104

1. Overview

A. *Property*

The City of Virginia Beach (the “City”) owns the Virginia Beach Farmers Market (the “Market”), which is located in a highly visible, high traffic area at 3640 Dam Neck Road, Virginia Beach, VA 23453. The Market is easily accessible and has ample customer parking, as well as open space for hosting special events.

B. *Purpose*

The City is seeking local business owners (“Respondents”) to operate small businesses within leased spaces at the Market, for the purpose of offering the community and visitors alike a unique shopping area, while providing local farmers and related businesses an opportunity to sell their goods.

C. *RFP Schedule (tentative)*

- RFP issued – March 23, 2026
- Property open for inspection – April 1, 2026
- Deadline for questions – April 17, 2026 (Responses to questions will be handled as an RFP addendum as necessary)
- Proposal deadline – May 22, 2026 (3 p.m.)
- Evaluation committee meeting – June 5, 2026
- Shortlist interviews (if necessary) – June 12, 2026
- Recommendation of Award – June 15, 2026
- City Council Public Hearing – August 11, 2026
- City Council Formal Vote – August 18, 2026

D. *Specifications*

The space for which the City is seeking potential Respondents is as follows:

Approximately 939+/- sf of Retail Space, Building 1, Space 10 (the “Store”), and approximately 100 +/- sf of Storage (the “Guard House”) (the Store and Guard House collectively referred to herein as the “Premises”)

See “Lease Exhibit A – Site Map” attached to the Sample Lease, within Appendix B, for the location of the Premises.

Interested parties wishing to view the Premises may schedule an appointment with the City’s Public Works Real Estate Office (“Public Works/Real Estate Office”) staff to view the Premises on (date to April 1, 2026), between the hours of 9:00 am to 2:00 pm. Please call 757-385-4166 to schedule an appointment. **Interested parties may also schedule an appointment to view the Premises at other times with the City’s Market staff by calling (757) 385-4388.**

E. Background

The City has owned and operated the Market since 1976. The Market continues to grow and evolve with the addition of new businesses and events each year. Summer hoedowns have become a local tradition, as have the seasonal fall and holiday festivities.

F. Restrictions

No open fires of any kind are allowed, and no alcohol is allowed on the Premises for sale or consumption. The kitchen in the Store may be used to prepare food for onsite consumption and carryout; the kitchen may also be used to prepare food for offsite catering only by entities disclosed during the RFP process. The Guard House is leased "As Is" and "Where Is" and is not connected to electricity; no food items may be stored in the Guard House.

G. Lease Term

The City will award an initial lease term of up to three (3) years, with two (2) options to renew of one (1) year each. At the termination or expiration of the lease, the City may issue a Request for Proposals ("RFP") to re-lease the Premises. The incumbent leaseholder will be required to respond to such RFP in order to be considered and shall be evaluated together with all other RFP respondents. The City shall be under no obligation to award a new lease to an incumbent leaseholder. Whenever possible, all Lease terms will begin and end with the City's fiscal year (July 1 to June 30).

2. Compatibility of Product Offerings

The goal of the Market is to offer residents and visitors of the City fresh locally grown produce and other farm-related items and experiences, which has resulted in a "Market Mix" over the years of operation. The City seeks businesses that are compatible with the current Market Mix and that have the ability make a positive contribution to the overall purpose of the Market. With the Market, the City further strives to provide affordable space, marketing support, and a landmark location that will attract locals and visitors. To that end, the City is requesting that qualified business entities submit proposals to establish a compatible business within the Market. Respondents should discuss in their proposal the way in which their business will contribute to the Market Mix, highlighting the use and/or offerings of locally grown, produced or assembled products. Preference will be given to Respondents whose business plan includes selling and promoting the use of products that they have grown or produced themselves in the local area. Preference will also be given to proposals that include offering for purchase prepared meals onsite to visitors and patrons of the market using local products when available.

3. Proposal Requirements

A. Respondent Qualifications

I. Ineligible Applicants

Current employees of the City are not eligible. Respondents must not be delinquent in any taxes or other payments owed to the City or involved in current litigation or a contractual dispute with the City.

II. Background and Credit Check

Respondents are subject to background and credit checks. Any information obtained will be held confidential.

III. Insurability

Respondents shall be required to maintain General Liability Insurance in the amount of \$1,000,000 per occurrence, and Worker's Compensation Insurance as required by statute for the duration of any lease term awarded. The City shall be listed as an additional insured.

IV. Business License

Respondent must maintain a valid business license throughout the duration of the lease term awarded. For business license questions, call Commissioner of the Revenue at (757) 385-4515.

B. Submittal of Proposals

Each Respondent must submit with their proposal the items listed below:

- I. If mailed, **seven (7) copies** of each proposal in a sealed envelope marked "**RFP PWRE-26-0104**" on the outside. If submitted electronically, one (1) file (multiple files must be sent as a single zipped file) and the file labeled "**RFP PWRE-26-0104**".
- II. A **completed** "Anti-collusion / Drug-Free Workplace / Nondiscrimination Form and Application" ("Application") (see Appendix A).
- III. All proposals **shall be received and date-stamped** in the location described below no later than May 22, 2026 – **3 p.m. local time. All proposals received after that time will be returned unopened to the respondent.**
- IV. Availability of Insurance. (The City to be listed as an additional insured upon awarded lease term.)

C. Location for submissions

Proposals submitted by telephone or facsimile will not be considered.

- I. By mail:
City of Virginia Beach
Public Works/Real Estate Office
Attn: Tim Copeland
Municipal Center, Building 23
2473 N. Landing Road
Virginia Beach, VA 23456
- II. By electronic mail:
pwrealestate@vbgov.com
Subject: RFP PWRE-26-0104

D. Contents of Proposal

Proposals must be typed. Handwritten proposals will not be considered. Respondents must include in their proposal, along with the Application, the following documents and information which will be used as evaluation criteria:

- I. Business Plan to include the following:
 - a. Vision Statement – Explanation of how compatible / complimentary proposed business will be in the Market.
 - b. Business Description –
 - i. A description of the proposed business; including proposed items to be stored in the Guard House, if any.
 - ii. Type of products that will be offered.
 - iii. Days of operation.

- iv. Hours of operation and proposed opening date.
 - c. Financial Summary – Provide name of current financial institution or commercial lender with which you have or had financial dealings with in the past five (5) years.
 - d. Advertising/Marketing – Outline of business advertising plans, including expected customer base, target market and means of advertising.
 - e. Management Team – A list of the management team with biographies.
 - f. Exceptions to the proposed lease - Respondent should list any exceptions to the general terms and conditions specified in the sample lease in Appendix B. The City reserves the right to reject any proposed changes or modifications to the general terms and conditions requested by the selected Respondent, and to decline to lease to the selected Respondent for any reason even after the notice of intent to award has been issued to the successful Respondent.
- II. References
- Names and contact information for at least three (3) business references, including but not limited to at least two (2) financial references, and three (3) personal references. If reference contact information is invalid, the submittal will be considered incomplete.
- III. Improvements and Finishing
- List any proposed alterations or improvements to be made to the Premises. Note that any alteration and/or improvement will be at Respondent's sole expense and must be submitted in writing and approved by the City's Public Works/Real Estate Office prior to any work being performed. Only work performed or supervised by a Class A or Class B contractor licensed in Virginia will be approved.
- Note: The former tenant of the Premises, Seasons Best Bakery, LLC, has indicated that it might be willing to convey all or some of its business furniture, fixtures, and equipment to the selected Respondent. Please note, the City would not be party to any such agreement and the Premises will be leased without the City providing any such furniture, fixtures, and equipment.
- IV. Monthly Rent
- Provide monthly rent offer not less than \$1,400.00 per month.

Please note that any proposal that does not include each of the above elements may be deemed incomplete and not eligible for consideration, in the City's sole discretion.

4. Laws and Regulations

Respondent must be willing to sign a lease substantially similar to the sample lease included in Appendix B, without changes or alterations. If selected, Respondent must agree to provide the City with reports, financial information, and any other information requested which may be needed to ensure compliance with local, state, and federal laws and regulations. Respondent must comply with all laws, regulations, and ordinances of the City, including but not limited to land use, building permits, zoning and code enforcement. Questions regarding building code requirements should be directed to the Department of Planning at (757) 385-4211 (Permits) and (757) 385-8074 (Zoning).

5. Review and Selection

The Public Works/Real Estate Office and the Department of Agriculture, along with other City Departments and others as appropriate, will evaluate the proposals based on the criteria requested in this RFP.

Notification of the City's selection will be made by mail. The City reserves the right to reject any and all proposals and to select the proposal(s) that it deems is in the best interests of the City and the Market.

Only responsive and responsible proposals will be considered. Proposals that attempt to change or do not meet the requirements in this RFP may be rejected as being non-responsive. Each proposal shall be considered a valid offer until the City notifies the Respondents that it has selected a proposal or until the Respondent withdraws its application, whichever occurs first.

Proposals will be reviewed and scored based on the following criteria:

1. Respondent's proposal and operating plan (35%)
2. Respondent's financial stability (30%)
3. Experience and qualifications of respondent (25%)
 - a. Must submit two financial references
4. Respondent's status as either a certified small business, SWaM business or Section 8a disadvantaged business (5%)
5. Submission of professional/financial references (5%)

The City reserves the right to request clarification, to conduct interviews with respondents, to request revisions of proposals, or to waive minor informalities with the proposals.

If a proposal is selected, the City will notify the selected Respondent and will prepare the lease agreement setting forth the terms of lease consistent with the terms in this RFP and the Respondent's proposal. The Respondent will sign the lease agreement, complete or update a disclosure statement and provide all requested documentation, including current business license (or evidence of application), and current certificate(s) of insurance listing the City as an additional named insured, returning all documentation to the City within 10 business days of receiving the lease agreement and disclosure statement, or the City may withdraw its offer. Upon receipt of this documentation, the matter will be put on the City Council's Agenda for a public hearing and subsequent formal vote pursuant to applicable laws and procedures.

For additional information about this RFP, please contact the Public Works/ Real Estate Office at (757) 385-4166 Monday – Friday between 9:00 a.m. and 4:00 p.m., no later than April 17, 2026.

6. Appendices

A. *Anti-Collusion / Drug-Free Workplace / Nondiscrimination Form and Application*

The Anti-Collusion/ Drug-Free Workplace / Nondiscrimination Form and Application should be executed and returned with the proposal documents.

B. *Lease Sample*

APPENDIX A

Anti-Collusion / Drug-Free Workplace / Non-Discrimination Form and Application

Anti-Collusion Clause

In the preparation and submission of this bid, said bidder did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

The undersigned bidder hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Virginia Beach has an interest in, or is concerned with, this bid; and, that no person or persons, firm or corporation other than the undersigned, have, or are, interested in this bid.

Drug-Free Workplace

During the performance of this lease, the tenant agrees to (i) provide a drug-free workplace for the tenant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the tenant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the tenant that the tenant maintains a drug-free workplace; and (iv) include the provisions of the foregoing subsections (i), (ii), and (iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance or work done in connection with a specific contract awarded to a tenant in accordance with Chapter 43 of Title 2.2 of the Code of Virginia, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Nondiscrimination Clause

Employment discrimination by bidder shall be prohibited.

During the performance of this contract, the successful bidder shall agree as follows:

- A. The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of the bidder. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The bidder, in all solicitations or advertisements for employees placed on behalf of the bidder, will state that such bidder is an equal opportunity employer.

- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. Bidder will include the provisions of the foregoing subsections A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Respondent Information

Address, Line 1: _____

Address, Line 2: _____

City/Town: _____

State: _____

Zip Code: _____

E-mail Address: _____

Telephone Number: _____

Fax Number: _____

Taxpayer Identification Number (TIN) or Social Security Number (SSN): _____

Is your firm a "minority" business? Yes No

If yes, please indicate the "minority" classification below:

African American Hispanic American American Indian

Eskimo Asian American Aleut

Other; Please Describe: _____

Is your firm Woman Owned? Yes No

Is your firm a Small Business? Yes No

Signature: _____

Printed Name: _____

Title: _____

Date: _____

APPENDIX B
Sample Lease

CITY OF VIRGINIA BEACH
FARMERS MARKET LEASE

THIS LEASE AGREEMENT (“Lease”) is made this ___ day of _____, 20___, by and between the CITY OF VIRGINIA BEACH, a municipal corporation of the Commonwealth of Virginia, (“LESSOR” or “City”) and xxxxxx, a Virginia _____ (“LESSEE”).

WITNESSETH:

1. LEASED PREMISES. That for and in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of LESSEE to be observed and performed, LESSOR leases to LESSEE and LESSEE rents from LESSOR certain real property located at 3640 Dam Neck Road, Virginia Beach, Virginia, also known as the Virginia Beach Farmers Market (the “Market”) known and numbered as Space Number 10, in Building 1, consisting of approximately 939 square feet (the “Store”) and the storage space consisting of approximately 100 +/- square feet (the “Guard House”) (the Store and Guard House are collectively referred to herein as the “Leased Premises”) as shown on Lease Exhibit A attached hereto and made a part hereof. Lessee shall not store or place any items outside of the Leased Premises. The Leased Premises, unless otherwise specified, does not include any hallways, sidewalks, common areas or any other space adjacent to the Leased Premises.

2. TERM. The initial term of this Lease shall be for three (3) years commencing date (“Commencement Date”) and expiring date (“Initial Term”). Upon the mutual agreement of both parties, this Lease may be extended for two (2) additional one (1) year terms (each a “Renewal Term”) with any such extension to be in writing and acknowledged by the parties. Upon the expiration of the Initial Term and two (2) Renewal Terms, LESSOR may advertise the Leased Premises in a Request for Proposals (“RFP”). LESSEE shall be eligible to submit a response to the RFP, and shall be evaluated on the same basis as the other applicants for such RFP. If awarded to LESSEE, LESSOR and LESSEE shall execute a new lease agreement for the Leased Premises.

3. RENT. The rental rate shall include Base Rent, Common Area Maintenance Fee, Electrical Fee, and Equipment Fee (the foregoing collectively referred to as the “Rent”), subject to escalation as provided for herein.

a. Base Rent: Base Rent during the first year of the Initial Term shall be \$xxxx annually, and shall be payable in advance monthly installments of \$xxxx. Base Rent shall escalate at the rate of five percent (5%) compounded annually, upon each anniversary of the Commencement Date during the Initial Term and any Renewal Term.

b. Common Area Maintenance Fee: LESSEE shall pay a Common Area Maintenance Fee which is currently Fifty-Five and 00/100 Dollars (\$55.00) per month, for services including, but not limited to, removal of trash and recyclables, common area lighting, common area grounds keeping, and maintenance and cleanliness of restrooms and common areas of the Market. This Common Area Maintenance Fee is established

and may be amended from time to time by LESSOR. LESSOR shall notify LESSEE in writing of any change to the Common Area Maintenance Fee at least thirty (30) calendar days prior to remittance of same due.

c. Electrical Fee: LESSEE shall pay a monthly fee of Thirty and 00/100 Dollars (\$30.00) for each heater and each air conditioner on the Leased Premises, not including components of an HVAC system. Each heater and/or air conditioner is defined as one "Electrical Unit". This Electrical Fee is established and may be amended from time to time by LESSOR. LESSOR shall notify LESSEE in writing of any change to the Electrical Fee at least thirty (30) calendar days prior to remittance of same due.

This Electrical Fee applies without regard to the extent of use of the Electrical Unit(s). If any Electrical Unit is added or removed, it is LESSEE's responsibility to provide LESSOR thirty (30) calendar days prior written notice to revise the amount billed accordingly.

Upon signing of this Lease, LESSEE currently has _____ Electrical Units and will be required to pay \$ _____ in addition to the other rents and fees as stated in this Lease.

d. Equipment Fee: LESSEE shall pay a monthly fee of Thirty and 00/100 Dollars (\$30.00) for appliances such as refrigerators, freezers, chillers, ice machines, ovens, ice cream makers, and other equipment on the Leased Premises and approved by LESSOR. Each of the foregoing items is defined as one "Equipment Unit". This Equipment Fee is established and may be amended from time to time by LESSOR. LESSOR shall notify LESSEE in writing of any change to the Equipment Fee at least thirty (30) calendar days prior to remittance of same due.

This fee applies without regard to the extent of use of the Equipment Unit(s). If any Equipment Unit is added or removed, it is LESSEE's responsibility to provide LESSOR thirty (30) calendar days prior written notice to revise the amount billed accordingly.

Upon signing of this Lease, LESSEE currently has _____ Equipment Units and will be required to pay \$ _____ in addition to the other rents and fees as stated in this Lease.

e. Payments: Rent is to be paid by noon on the 1st day of each month, in advance, and shall be remitted by cash, check, money order, or other means available through the Office of the City Treasurer. Rent shall be made payable to "City Treasurer" at the address provided in Paragraph 26 herein, or such other address as LESSOR advises LESSEE in writing at least five (5) calendar days prior to the due date of the next installment of Rent. To ensure correct receipt of payments, LESSEE is advised to use the payment stubs or invoices provided by LESSOR, if applicable. Payments in cash will only be accepted if made in person at the Office of the City Treasurer.

f. Late Payments: If LESSEE fails to pay any installment of Rent by **noon of the 5th** day of each month after the same becomes due, except for weekends and City holidays, in which case the due date will be noon of the next business day, LESSEE shall pay LESSOR a late charge in addition to the Rent due (the "Late Fee"). The Late Fee will be fifteen percent (15%) of LESSEE's monthly Rent for each month Rent, or any portion of the Rent is delinquent. This provision shall not be construed to adjust, alter, or modify any due date hereunder, nor shall the payment of any Late Fee be deemed to cure or excuse any default by LESSEE under this Lease, nor prevent LESSOR from exercising any other available rights or remedies.

g. Taxes: LESSEE shall be responsible for paying, prior to delinquency, all personal property taxes assessed upon the Leased Premises and for paying taxes on its leasehold interest pursuant to Virginia Code Section 58.1-3203, or any successor statute, if assessed.

4. SECURITY DEPOSIT & PAYMENTS. LESSEE shall deposit with LESSOR upon execution of this Lease the sum equal to the first month's Base Rent (\$xxxx) as security for the full and faithful performance by LESSEE of all terms of this Lease required to be performed by LESSEE. Such sum shall be returned to LESSEE after expiration of this Lease, provided LESSEE has fully and faithfully complied with all of its terms. LESSEE's default under this Lease shall result in forfeiture of LESSEE's Security Deposit.

5. USE OF PROPERTY – PURPOSES. LESSEE covenants that the Store shall be used for the sale of insert use and that the Guard House shall be used to store insert use (the "Business"). LESSEE shall use the Leased Premises only for the Business and any other use thereof, unless necessarily incidental to such listed and allowed uses, shall constitute a breach of this Lease. LESSEE may only sell items consistent with the Business. All items to be sold by LESSEE are subject to approval of LESSOR. LESSOR reserves the right to prohibit sale of any items or services it deems to be unfit for sale at the Market or inconsistent with LESSEE's Business.

a. No alcohol or alcoholic beverages shall be sold. No alcohol or alcoholic beverages shall be consumed by LESSEE or its agents, customers, and/or employees in or upon the Leased Premises or the Market.

b. No open fires of any kind are allowed on the Leased Premises.

c. Vending machines are prohibited on the Leased Premises.

d. There shall be no sleeping at any time within the Leased Premises. No cots, house-trailers, camping units or other sleeping accommodations may be set up in, upon or about the Leased Premises or the Market.

e. LESSEE shall not remain or allow its agents or employees to remain in or upon the Leased Premises after regular operations hours other than for cleaning, restocking, or other purposes directly related to LESSEE's Business.

f. The Leased Premises shall not be used in such a manner as to constitute a public or private nuisance.

6. UTILITIES AND SERVICES.

a. LESSOR shall provide, at LESSOR's expense, water, and sewage service. LESSOR shall also provide for the collection of refuse in designated areas and at a time designated by LESSOR. LESSOR shall provide LESSEE with **one refuse container** as may be required by the City. LESSEE shall place all refuse, including rotten or overripe produce in the refuse container. LESSEE shall bear all risk of loss or damage for the refuse container or the replacement of same. Such refuse that cannot be accommodated by the container shall be placed in the dumpster on site. LESSEE shall be responsible for maintaining the refuse container in the same condition as when delivered to LESSEE, reasonable wear and tear excepted. Electrical service shall be supplied by LESSOR unless Leased Premises has its own power meter, in which case LESSEE

shall establish upon signing of this Lease its own account with Dominion Energy Virginia and shall make timely payments directly to Dominion Energy Virginia for electric service. Nothing contained in this Paragraph 6 exempts LESSEE from the required payment of fees as set forth in Paragraph 3, subsections (c) and (d).

b. LESSOR shall not be liable for the interruption of any of the above-mentioned services caused by strikes, lockouts, accidents or other causes beyond the reasonable control of LESSOR. Any such interruption of services shall never be deemed an eviction or disturbance of LESSEE's use and possession of the Leased Premises or any part thereof, or render LESSOR liable to LESSEE for damages, or relieve LESSEE from performance of its obligations under this Lease. LESSOR shall use its best efforts to restore the interrupted service within a reasonable time after interruption if the cause of interruption is subject to LESSOR's control.

7. **MARKET MANAGEMENT.** The Market has been established and exists pursuant to Virginia Beach Code of Ordinances ("City Code"), Chapter 11. Pursuant to City Code, every person selling or offering farm or domestic products for sale in the Market shall observe, comply, and be bound by Chapter 11, and all other provisions of the City Code and all other laws, ordinances and resolutions relating to the sale or offering for sale of farm and domestic products, as well as the rules and regulations of the Market as amended from time to time. LESSOR shall designate employees of the City as on-site management personnel ("Market Management") who shall be responsible for the day-to-day management and control of the Market. All inquiries, requests, grievances or other matters relating to the Market shall be addressed with Market Management.

8. HOURS OF OPERATION.

a. **If LESSEE operates in an enclosed space:** LESSEE will open the Leased Premises for business no later than 10:00 a.m. and close no earlier than 6:00 p.m., Monday through Sunday. LESSEE shall have the option of closing the Leased Premises two days per week during the months of January and February. LESSOR allows LESSEE to close the Leased Premises on _____ and _____ (enter days of week) ____ (initial). In addition, LESSEE has the option of closing the Leased Premises one day per week during the months of March through December. LESSOR allows LESSEE to close the Leased Premises on _____ (enter day of week) ____ (initial). LESSEE agrees to maintain the same closing days during the term of this Lease unless a written request to change the day(s) is submitted and approved by Market Management and the City's Public Works Real Estate Office ("Public Works/Real Estate Office").

b. **If LESSEE operates in a covered space:** LESSEE will open the Leased Premises for business no later than 10:00 a.m. and close no earlier than 6:00 p.m., Monday through Sunday. LESSEE shall have the option of remaining closed during the months of January through April, if LESSEE chooses to do so, however Rent shall still be due during these months. In addition, LESSEE has the option of closing the Leased Premises one day per week during the months of May through December. LESSOR allows LESSEE to close the Leased Premises on _____ (enter day of week) ____ (initial). LESSEE agrees to maintain the same closing days during the term of this Lease unless a written request to change the day is submitted to and approved by Market Management and the Public Works/Real Estate Office.

9. SIGNS.

a. Operational Signs:

- i. A sign indicating LESSEE's hours of operation shall be displayed at all times.
- ii. At all times, a sign indicating whether LESSEE is open or closed shall be displayed on the Leased Premises, visible from the driveway area, in the case of an enclosed space.
- iii. If the Leased Premises is a covered space, a rope or chain shall be stretched across the front of the Leased Premises with a "Closed" sign, when the Business is closed.

b. Signs and Banners: All signs must have the prior written approval of Market Management, which must be requested in writing and meet the guidelines of the zoning ordinances set by the City. Signs and banners visible from the exterior of the Leased Premises are permitted only if the sign has a surface area of ten square feet or less. LESSEE shall remove all "sale" signs immediately upon completion of the sale. Signs of a reasonable size indicating the item, price, quantity, etc. are permitted within the Leased Premises. Signs and banners may not be affixed to the sides of buildings and are not permitted in the common areas, on the boardwalk or on fence railings, without the prior written approval of Market Management.

10. PARKING. LESSEE, its agents and employees shall park their personal vehicles in parking spaces, and shall not park any vehicles behind the Leased Premises, except while actively loading and unloading merchandise. LESSEE, its agents and employees shall not use the parking area of the "Center Circle" of the Market as designated on Lease Exhibit A for parking or the display or sale of produce or other items at any time. The "Center Circle" parking area is reserved for Market customers only. In the event that LESSEE uses the parking area of the "Center Circle" of the Market without LESSOR's prior written consent, then LESSEE will be in breach of the terms of this Lease and LESSOR shall have the right to charge LESSEE a daily rental fee for such prohibited use by LESSEE (such rental fee to be determined by LESSOR in its sole discretion). LESSEE shall not use parking spaces for storing personal vehicles, including trailers, or materials of any kind. Overnight parking is prohibited, unless requested and approved by LESSOR in writing. LESSEE's continued violation of the parking restrictions, including the designated Fire Lanes, will be a breach of this Lease and may result in termination of this Lease. All vehicles making deliveries may only stop at the rear of the Leased Premises to which deliveries are being made. **No vehicle shall block traffic at any time** and all unloaded vehicles must be removed to a parking space. No vehicles can be parked adjacent to Market sales structures. LESSOR reserves the right to designate parking spaces for use by vendors, including LESSEE, at LESSOR discretion.

11. ALTERATIONS BY LESSEE. LESSEE shall make no modifications, alterations, or improvements to the interior or exterior of the Leased Premises without prior written approval from Market Management and the Public Works/Real Estate Office. Upon termination of this Lease, any modifications, alterations, or improvements shall become the property of LESSOR, or if LESSOR requests, the same shall be removed, without damage to the Leased Premises, and LESSEE shall restore the Leased Premises to as near its original condition as possible, normal wear and tear excepted.

12. SECURITY SYSTEMS AND EQUIPMENT. The installation, positioning, and placement of any security system or equipment, including security cameras, within the Leased Premises shall be done only with LESSOR's prior written consent and done so only to monitor the Leased Premises and the immediate area surrounding the Leased Premises. LESSEE's security equipment, including security cameras, shall not be directed into the leased spaces of any other lessee. Failure to comply with the provisions of this Paragraph will be a breach of this Lease by LESSEE.

13. MAINTENANCE AND REPAIR.

a. LESSOR shall repair, maintain, and/or replace at LESSOR's sole election and expense, the roof, exterior walls, and all structural elements of the Leased Premises including structural walls, floors, and foundations. LESSOR shall repair and maintain, at LESSOR's sole discretion any LESSOR-owned air conditioning or heating system, any ventilation, plumbing and other building systems or fixed installations that service the Leased Premises, excluding the electrical system. LESSOR shall maintain in good repair the hallways, sidewalks, parking areas, other common areas, landscaping, and exterior lighting of the Market. Further, LESSOR shall, at LESSOR's sole discretion and expense, repair or replace any equipment, as defined on attached Lease Exhibit C, that is owned by LESSOR that LESSOR determines to be faulty or malfunctioning, unless such faulty operation or malfunction is the result of the willful, accidental, or negligent omissions or acts of LESSEE or its agents, contractors, subcontractors, employees, or invitees, or a breach by LESSEE of its obligations under this Lease, in which case, such repair or replacement will be at LESSEE's sole expense.

b. LESSEE shall maintain the Leased Premises in good condition and repair, subject to ordinary wear and tear. LESSEE shall keep the Leased Premises, including but not limited to all interior surfaces, walls, vent surfaces, floors, furniture, fixtures and equipment, as defined on Lease Exhibit C, whether owned by LESSEE or LESSOR, in good condition and repair, clean and sanitary, and free of dirt, dust, grime, grease, trash, refuse, and vermin. LESSEE shall maintain in good condition and repair the electrical system serving the Leased Premises, including existing outlets and the installation of additional outlets. All electrical work shall be completed at LESSEE's expense, by a licensed, insured, and bonded Class A electrician, and only upon prior written notice and approval of LESSOR. LESSEE must ensure that all proper permits are obtained. LESSEE shall purchase and replace all light bulbs within the Leased Premises. Light bulbs on walkways and under open pavilion areas will be maintained by LESSOR and LESSEE may not remove any light bulbs from the walkways or open pavilion areas. [If applicable. LESSEE shall clean and maintain in good repair the grease trap, vent, and hood systems with regularly scheduled maintenance in accordance with Lease Exhibit D. LESSEE will provide documentation of maintenance activities to Market Management and Public Works/Real Estate after each occurrence of maintenance of the grease trap, vent, and hood systems.]

i. LESSEE shall promptly repair, replace, and/or remove any LESSEE-owned equipment that LESSOR determines in its sole discretion to be faulty or malfunctioning. LESSEE shall not dispose of LESSOR-owned equipment and shall notify LESSOR immediately in the event LESSEE knows or should know of any LESSOR-owned equipment that appears to be malfunctioning or faulty.

ii. LESSEE shall, at its expense and at LESSOR's sole discretion, repair, replace, or restore all damage to the Leased Premises that occurs as a result of the willful, accidental, or negligent acts or omissions of LESSEE or its agents, contractors, subcontractors, employees, or invitees.

iii. LESSOR shall be entitled to full reimbursement to the extent LESSEE is responsible for and fails to timely repair any damage to the Leased Premises caused by the willful, accidental, or negligent acts or omissions of LESSEE or its agents, contractors, subcontractors, employees, or invitees.

c. LESSEE shall immediately repair or remedy any condition within the interior of the Leased Premises that, in LESSOR's reasonable discretion, is found to be a serious and impending hazard to life, health, or safety.

14. ACCESS. LESSOR or its authorized representatives or agents shall have the right to enter the Leased Premises at any reasonable time, upon reasonable prior notice to LESSEE, for the purpose of inspecting same, to make such alterations, or improvements as LESSOR may deem necessary or to exhibit the Leased Premises to prospective lessees. In addition, LESSOR or its authorized personnel or agents, shall have the right to enter the Leased Premises for emergency, health, fire, zoning, and/or building or safety inspections, with or without notice to LESSEE.

15. ASSIGNMENT AND SUBLEASE. LESSEE shall not, without prior written consent of LESSOR, assign this Lease in whole or in part or sublease all or any part of the Leased Premises. Any purported assignment or subletting made without consent of LESSOR is void. No assignment of this Lease or subletting of the Leased Premises, with or without the consent of LESSOR, shall be deemed to release LESSEE from any of its obligations under this Lease, nor shall any assignment or subletting be construed as permitting any further assignment or subletting except in accordance with this Paragraph 15. If this Lease is assigned or the Leased Premises sublet, any rents or other consideration payable by the assignee or sub-lessee in addition to the Rent shall belong to and shall be paid to LESSOR.

16. DEFAULT AND ABANDONMENT.

a. DEFAULT.

i. LESSEE's breach of any its liabilities or obligations under this Lease may, in LESSOR's sole discretion, render LESSEE in default. In the event that LESSEE is deemed in default of the terms of this Lease, except for nonpayment of Rent or other amounts owed under this Lease, LESSOR may give LESSEE written notice of such default by certified mail/return receipt requested at the address set forth in Paragraph 26 of this Lease. Unless otherwise provided, LESSEE shall have ten (10) calendar days from the date such notice is mailed in which to cure the default.

ii. In the event that LESSEE fails to pay the Rent or other fees or amounts due under this Lease, and such failure to pay is not cured within five (5) calendar days of LESSEE's receipt of notice from LESSOR of such failure, LESSEE shall be deemed in default and LESSOR may terminate LESSEE's right to possession of the Leased Premises, without further notice.

iii. Upon the occurrence of LESSEE's failure to cure any default under this Lease after receiving written notice thereof, in addition to all other rights and remedies as provided by law, LESSOR shall have the right to: (a) terminate this Lease, whereupon LESSEE shall quit and surrender the Leased Premises to LESSOR, dismantle and remove any and all non-permanent improvements and all personal property belonging to LESSEE, and LESSEE shall remain liable for all Rent and amounts owed through the date of termination; (b) reenter and repossess the Leased Premises and lock out LESSEE; and (c) cure the breach or default at LESSEE's expense. LESSEE shall remain liable for all costs, fees, and expenses incurred by LESSOR in curing the default and the same shall be additional Rent payable to LESSOR on demand.

b. ABANDONMENT. LESSEE shall not vacate the Leased Premises for fourteen (14) consecutive calendar days or more without LESSOR's prior written consent ("Abandon"). If LESSEE Abandons the Leased Premises, LESSEE shall be in default. Any personal property left on the Premises for over thirty (30) consecutive calendar days after LESSOR has given written notice to LESSEE shall be a default of LESSEE.

17. SPECIAL RIGHT TO TERMINATE. The parties acknowledge that LESSOR has certain powers, purposes, and responsibilities by virtue of being a municipality. To discharge its powers, purposes, or responsibilities, LESSOR shall have the right to suspend or terminate this Lease by giving written notice to LESSEE at least one hundred eighty (180) calendar days in advance, upon action by City Council. Any Rent paid in advance by LESSEE shall be returned by LESSOR in an amount prorated according to the actual period of occupancy, and in the event of termination, LESSEE shall immediately surrender possession of the Leased Premises to LESSOR and immediately remove all of its non-permanent improvements and personal property from the Leased Premises. It is agreed that the power of LESSOR to suspend or terminate this Lease shall not be arbitrarily or capriciously exercised. If LESSEE is in good standing, upon mutual agreement with LESSOR, LESSEE also has the right to terminate this Lease for any reason by giving written notice to LESSOR at least ninety (90) calendar days prior to the date of termination.

18. INDEMNIFICATION/INSURANCE BY LESSEE. LESSEE shall indemnify and save harmless LESSOR and all its officials, agents, and employees from and against all losses and expenses incurred because of claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any injuries to property or person, including death, occurring on the Leased Premises, arising out of or in connection with LESSEE's use of the Leased Premises. During the term of this Lease, LESSEE shall obtain and keep in force the following policies of insurance:

- a. Worker's Compensation Insurance as required under Title 65.2 of the Code of Virginia.
- b. Commercial General Liability insurance with policy limits of not less than \$1,000,000 per occurrence.

All policies of insurance shall be issued by an insurance company acceptable to LESSOR and shall name LESSOR as an additional insured. The policy shall contain an agreement by the insurer that it will not cancel the policy except after thirty (30) calendar days' prior written notice to LESSOR and LESSEE. LESSEE shall deliver to LESSOR, upon signing of this Lease, a certificate of insurance required to be maintained by LESSEE under this Lease, and shall deliver proof of continued coverage on or before each anniversary of the Commencement Date.

19. WAIVER OF SUBROGATION. LESSOR and LESSEE agree on behalf of themselves and all others claiming under them, including any insurer, to waive all claims against each other, including all rights of subrogation, for loss or damage to their respective property arising from fire and any of the other perils normally insured against in an extended coverage insurance policy, including vandalism and malicious mischief endorsements. If either party so requests, the other party shall obtain from its insurer a written waiver of all rights of subrogation that it may have against the other party.

20. DAMAGE AND DESTRUCTION OF LEASES PREMISES. If twenty percent (20%) or more of the rentable area of the Market is at any time destroyed or damaged (including, without limitation, by smoke and water damage) as a result of fire, the elements, accident, or other casualty, whether or not the Leased Premises is affected by such occurrence, then LESSOR may elect to terminate this Lease effective upon ten (10) calendar days written notice to LESSEE, by hand delivery or by mail, without indemnity or penalty payable or any other recourse by LESSEE. In the event LESSOR elects to terminate this Lease, any Rent paid in advance by LESSEE shall be returned by LESSOR in an amount prorated according to the actual period of occupancy, and LESSEE shall immediately remove all of its non-permanent improvements and personal property from the Leased Premises and surrender possession of the Leased Premises to LESSOR. If LESSOR has not notified

LESSEE of any termination within sixty (60) calendar days after such occurrence, this Lease shall continue in full force and effect and the Rent and other sums due and payable by LESSEE hereunder shall not terminate, be reduced or abated. Nothing in this Paragraph shall require LESSOR to restore or rebuild any of the Market or restore, rebuild, or reimburse LESSEE for any leasehold improvements, inventory, furniture, chattel signs, fixtures, contents, or personal property of LESSEE located on, in, under, above, or which serve the Leased Premises.

21. FORCE MAJEURE. In the event that LESSOR shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strike, lockout, labor trouble, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, pandemic or health crises, act or failure to act or default of the other party, war, or other reason beyond its control, performance of any such act shall be extended for a period equivalent to the period of such delay. In such case, Rent and other sums due and payable by LESSEE shall be abated for any period (measured *pro rata*) that the Leased Premises is uninhabitable due to such force majeure condition.

22. APPLICABLE LAW. This Lease shall be deemed to be a Virginia lease and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Lease shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

23. COMPLIANCE WITH ALL LAWS. LESSEE shall comply with all laws, rules, and regulations of LESSOR and all other governmental authorities respecting the use, operation, and activities on the Leased Premises, including all applicable environmental laws, and shall not make or be a party to any unlawful, improper, or offensive use of such premises or nuisance thereon.

LESSOR hereby represents to LESSEE, that to the best of LESSOR's knowledge, without the requirement for independent investigation, no hazardous material such as petroleum products, asbestos and any other hazardous or toxic substance has been used, disposed of, or is located on the Leased Premises or the soil or groundwater on or under the Leased Premises. Any costs associated with violations of the law including, but not limited to, remediation, cleanup costs, fines, administrative or civil penalties or charges, and third party claims imposed on LESSOR by any regulatory agency or by any third party as a result of the noncompliance with federal, state or local environmental laws and regulations or nuisance statutes by LESSEE or by its employees, contractors, consultants, sub-consultants, or any other persons, corporations or legal entities retained by it for the Leased Premises, shall be paid by LESSEE.

It is expressly understood and agreed that LESSEE, in no way, represents or acts on behalf of LESSOR or any department thereof.

24. VENUE. Any and all suits for any claims or for any and every breach or dispute arising out of this Lease shall be maintained in the appropriate state court of competent jurisdiction in the City of Virginia Beach, Virginia.

25. INVALIDITY. If any section, paragraph, subparagraph, sentence, clause, or phrase of this Lease shall be declared or judged invalid or unconstitutional, such adjudication shall not affect the other sections, paragraphs, sentences, clauses or phrases.

26. NOTICES. Any notice which may be or is required to be given pursuant to the provisions of this Lease shall be delivered or sent by certified mail, prepaid, return receipt requested, and addressed as follows:

If to LESSEE, to: LESSEE ADDRESS
LESSEE PHONE

If to LESSOR, to: CITY OF VIRGINIA BEACH
PUBLIC WORKS/REAL ESTATE OFFICE
MUNICIPAL CENTER, BUILDING 23
2473 N. LANDING ROAD
VIRGINIA BEACH, VA 23456

If to Market
Management, to: FARMERS MARKET OFFICE
3640 DAM NECK ROAD, BLDG 5
VIRGINIA BEACH, VA 23453

Rent Payments, to: CITY OF VIRGINIA BEACH
TREASURER
MUNICIPAL CENTER, BUILDING 1
2401 COURTHOUSE DRIVE
VIRGINIA BEACH, VA 23456

27. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties hereto and may not be modified orally or in any manner other than an agreement in writing, signed by all the parties hereto and their respective successors in interest. This Lease shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors, and permitted assigns of the parties hereto.

28. SURVIVAL. The representations, warranties, and agreements of the parties contained in this Lease and in all other documents delivered in connection with this Lease shall survive the expiration or sooner termination of this Lease.

29. HOLDOVER. If LESSEE fails to surrender the Leased Premises on the date that this Lease expires or terminates, LESSEE's continued occupancy shall be deemed to be a tenancy-at-will (and not a tenancy from month-to-month or from year-to-year) cancelable by LESSOR upon forty-eight (48) hours prior oral or written notice, and such tenancy shall be subject to all of the provisions of this Lease, except that Base Rent during the holdover tenancy shall be the Base Rent in effect immediately prior to the end of the Initial Term or Renewal Term with a five percent (5%) escalation, which accrues and increases by five percent (5%) every year of the holdover. The Common Area Maintenance Fee, Electrical Fee, and Equipment Fee shall be payable during any holdover period at the then-applicable rate.

30. COMPLIANCE WITH LESSOR'S RULES AND REGULATIONS. LESSEE, on behalf of itself and its agents, employees, contractors, subcontractors, invitees, and licensees, hereby agrees to observe and strictly comply with all reasonable rules and regulations (hereafter called the "Rules and Regulations"), adopted by LESSOR and amended from time to time with respect to the occupancy of or operations on the Leased Premises. A copy of said Rules and Regulations is attached hereto as Lease Exhibit B. Any subsequent

amendments of the Rules and Regulations shall be delivered to LESSEE. LESSOR shall not be liable for the nonobservance or violation by any LESSEE/lessee, or agent, employee, contractor, subcontractor, invitee, or licensee of any LESSEE/lessee, of any of the Rules and Regulations. Continued disregard of the Rules and Regulations will be considered a breach of lease and may be grounds for termination of this Lease pursuant to Paragraph 16 and, in addition, may be grounds for not awarding future leases to LESSEE.

31. COUNTERPARTS/ELECTRONIC SIGNATURE. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall together constitute one and the same agreement. Signature on this Lease may be effected by facsimile, email or portable document format (“pdf”) file, all of which shall be treated as an original signature and shall be valid, admissible and binding as against all parties to this agreement.

32. NO POLITICAL ACTIVITY. The Property may not be used in any manner for any political purposes, including but not limited to placement of political signs or hosting political rallies, or other political meetings. Violation of this provision is cause for immediate termination of the Lease, without right to cure.

33. NONDISCRIMINATION/DRUG-FREE WORKPLACE. For the duration and performance of this Lease, LESSEE agrees as follows:

a. LESSEE shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to its normal operation. LESSEE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

b. LESSEE, in all solicitations or advertisements for employees placed by or on behalf of LESSEE, shall state that such LESSEE is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Paragraph.

d. LESSEE will provide a drug-free workplace for LESSEE’s employees.

e. LESSEE will post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in LESSEE’s workplace and specifying the actions that will be taken against employees for violations of such prohibition.

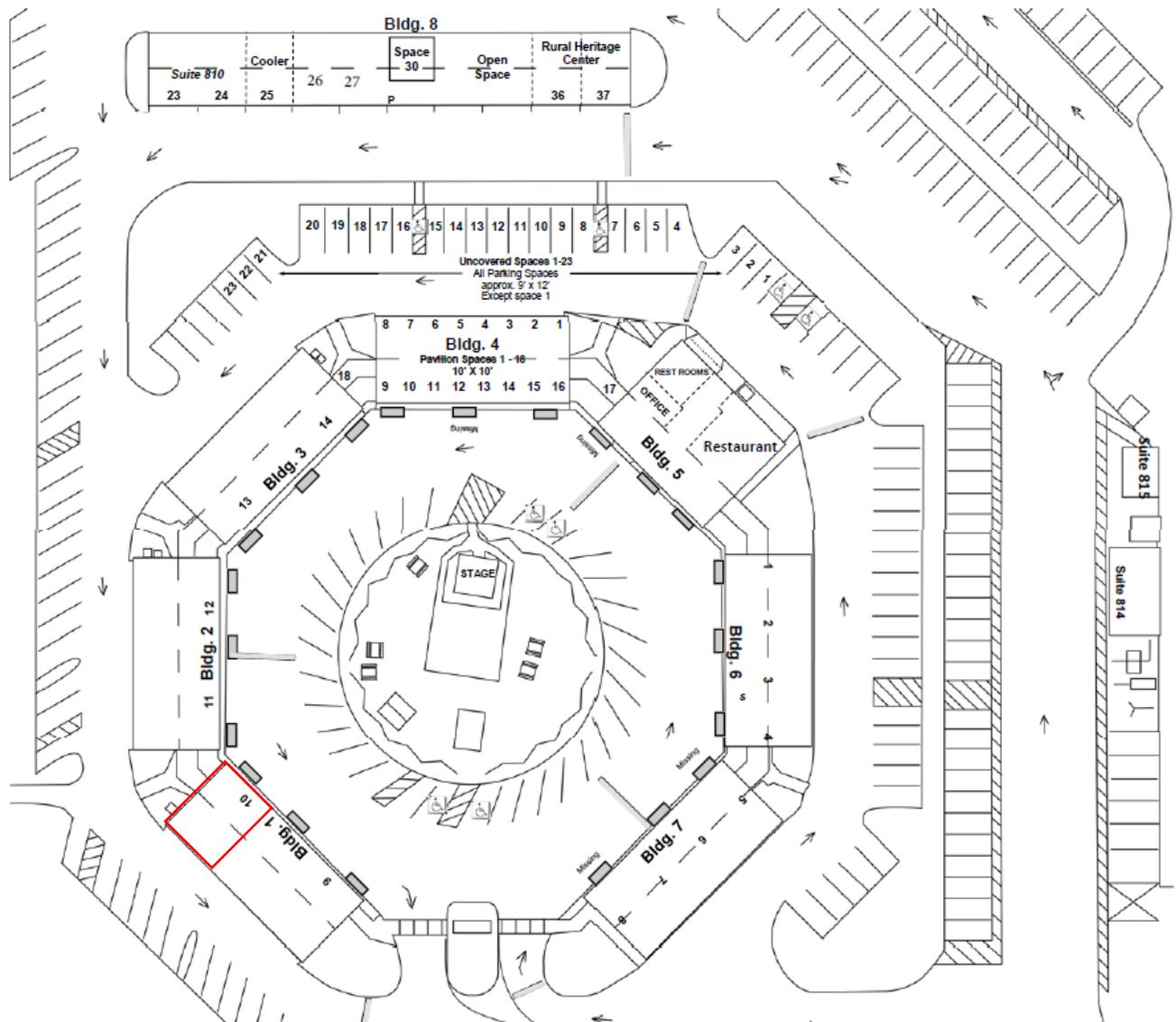
f. LESSEE will state in all solicitations or advertisements for employees placed by or on behalf of LESSEE that LESSEE maintains a drug-free workplace.

g. LESSEE will include the provisions of the foregoing Subsections a, b, c, d, e, and f in every sub-lease, sub-contract, or purchase order of over \$10,000.00, pertaining to this Lease so that the provisions will be binding upon each sub-lessor, sub-contractor or vendor.

IN WITNESS WHEREOF, the parties hereto have each caused this Lease to be executed by their proper representatives, pursuant to due authority, as of the day and year first above written.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Lease Exhibit A – Site Map



Leased Premises
3640 Dam Neck Road
Building 1, Space 10 and Guard House (not pictured)
Virginia Beach, VA 23453

Square Footage of Store: 939 +/- sq. ft.
Square Footage of Guard House (not pictured): 100+/- sq. ft.

Lease Exhibit B - Farmers Market Rules and Regulations

1. Conduct

- a. Lessee is responsible for the actions of its agents and employees.
- b. The Market Management on duty have the authority to remove from the Market any persons gambling, under the influence of intoxicants, acting in a disorderly manner, or using profane, abusive, vulgar, grossly offensive, harassing or discourteous language while on the Market premises.

2. Events

- a. The Market may hold special public events or promotions at the sole discretion of Lessor. Lessor may solicit sponsors for special events. Sponsorships may include the receipt of money or other consideration by the City. Food or drink items may be sold during special events or promotions only by prior written permission of Lessor.
- b. Reselling (Scalping) of tickets to public events is prohibited.
- c. Solicitation & Handbill distributions are prohibited.

3. Cleanliness

- a. Employees of Lessee shall dress appropriately and shall at all times be neat and clean. If Lessor or Market Management receives complaints about the appearance of Lessee's employees, Lessee agrees to meet with the Lessor or Market Management to address such complaints.
- b. No items may be stacked or stored in front of, along the side of, or behind any Leased Premises. (Any items discovered will be removed by Lessor, and Lessor is not responsible for damages.)
- c. City issued refuse containers must display Lessee's suite number. Display material will be provided by Market Management and must be affixed to the refuse containers.

4. Parking

- a. All vehicles, trailers, etc., regardless of use, brought on the Market by or for the use of Lessee, must be properly registered and licensed with the Division of Motor Vehicles of the owner's home state.
- b. No inoperable motor vehicles, as defined by the City Code, may be parked at the Market at any time. Inoperable vehicles will be removed from the Market, without notice to the owner, at the vehicle owner's expense, as allowed by law.
- c. Vehicles operated by Lessee, its agents and employees, must be driven in a careful and prudent manner and at the posted rate of speed. Directional signs and pavement markings must be followed so as not to endanger the property of another or the life or limb of any person. All vehicles operated by Lessee, its agents and employees, shall be parked in parking spaces and shall not remain parked behind Lessee's Leased Premises, except while Lessee, its agents and employees, are actively loading and unloading merchandise.
- d. No vehicle shall block traffic and all unloaded vehicles must be removed to a parking space.

5. Safety

- a. All appliances (i.e., portable heaters, fans, refrigerators) must be approved by the Fire Marshall's Office before use. It is Lessee's responsibility to obtain approval. Lessor will order the removal of any unapproved items.

- b. Electrical power cords may not be extended from the Leased Premises, except during special events or promotions and then only when authorized by the Lessor.
- c. The use of flammable materials, such as hay, straw, etc., as a ground cover for any and all types of produce, is prohibited. Further, the general use of hay, straw, etc., as a display support, even though treated with a flame retardant, is also prohibited. Hay or straw in bales may be sold on the truck lot only.
- d. Except as expressly permitted in writing by Lessor, walkways must be kept open and free of merchandise or displays at all times.

6. Firearms

- a. Firearms permitted in accordance with applicable laws.
- b. Sales of any type of firearms are prohibited.

7. Smoking

No smoking shall be permitted on or in the Leased Premises.

8. Automatic Teller Machines (ATMs)

Lessor provides access to an ATM at the Market for use by the public. Lessee is not permitted to provide or offer access to another ATM at the Market.

9. Security Systems / Security Cameras

Security systems and equipment, including cameras shall only be directed within the Leased Premises and the immediate area surrounding the Leased Premises. Security equipment, including security cameras, shall not be directed in the leased spaces of other Lessees.

10. No Political Activity.

The Property may not be used in any manner for any political purposes, including but not limited to placement of political signs or hosting political rallies, or other political meetings. Violation of this provision is cause for immediate termination of the Lease, without right to cure.

Lease Exhibit C – Equipment List

Lessor’s Equipment (No City ID has been assigned to the below equipment unless noted).

1. Air Conditioning Unit in Window
2. Two Wash Sinks (in kitchen)

Lessee’s Equipment

[If Applicable]
Lease Exhibit D

The below information is reprinted from NFPA 96 Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations ©2011, National Fire Protection Association, Quincy, MA 02269. The reprinted material is not the complete and official position of the National Fire Protection Association, on the referenced subject which is represented only by the standard in its entirety.

11.3 Inspection of Exhaust Systems

The entire exhaust shall be inspected by a properly trained, qualified, and certified company or person (s) acceptable to the authority having jurisdiction in accordance with Table 11.3

Table 11.3 Exhaust System Inspection Schedule

Type or Volume of Cooking Frequency	Frequency
Systems serving solid fuel cooking operations	Monthly
Systems serving high-volume cooking operations such as 24-hour cooking, charbroiling, or wok cooking.	Quarterly
Systems serving moderate-volume cooking operations.	Semiannually
Systems serving low-volume cooking operations, such as churches, day camps, seasonal businesses, or senior centers.	Annually

11.4 Cleaning of Exhaust Systems

Upon inspection, if found to be contaminated with deposits from grease-laden vapors, the entire exhaust system shall be cleaned by a properly trained, qualified, and certified individual acceptable to the authority having jurisdiction in accordance with Section 11.3.

11.4.2 Hoods, grease removal devices, fans, ducts, and other appurtenances shall be cleaned to bare metal prior to surfaces becoming heavily contaminated with grease or oily sludge.

11.4.3 At the start of the cleaning process, electrical switches that could be activated accidentally shall be locked out.

11.4.4 Components of the fire suppression system shall not be rendered inoperable during the cleaning process.

11.4.5 Fire-extinguishing systems shall be permitted to be rendered inoperable during the cleaning process where serviced by properly trained and qualified persons in accordance with Section 11.3.

11.4.6 Flammable solvents or other flammable cleaning aids shall not be used.

11.4.7 Cleaning chemicals shall not be applied on fusible links or other detection devices or the automatic extinguishing system.

11.4.8 After the exhaust system is cleaned to bare metal, it shall not be coated with powder or other substance.

11.4.9 All access panels (doors) and cover plates shall be replaced.

11.4.10 Dampers and diffusers shall be positioned for proper airflow.

11.4.11 When cleaning procedures are completed, all electrical switches and system components shall be returned to an operable state.

11.4.12 When a vent cleaning service is used, a certificate showing date of inspection or cleaning shall be maintained on the premises.

11.4.13 After cleaning is completed, the vent cleaning contractor shall place or display within the kitchen area a label indicating the date cleaned and the name of the servicing company, and areas not cleaned.

11.4.14 Where required, certificates of inspection and cleaning shall be submitted to the authority having jurisdiction.

1.3.2 The authority having jurisdiction shall determine compliance with this standard and authorize equivalent deviations from it in all applications.

3.2.5 Shall.

Indicates a mandatory requirement.

3.3.40 Solid Cooking Fuel

Any solid, organic, consumable fuel such as briquettes, mesquite, hardwood, or charcoal.

4.1.8 All interior surfaces of the exhaust system shall be accessible for cleaning and inspection purposes.

6.2.3.3 Grease filters shall be arranged so that all exhaust air shall pass through the grease filters.

14.1.6 Solid fuel cooking operations shall have spark arresters to minimize the passage of airborne sparks and embers into plenums and ducts.

14.3.3 All solid fuel cooking equipment served by hood and duct systems shall be separate from all other exhaust systems.

14.5.2 If airborne sparks and embers can be generated by the solid fuel cooking operation, spark arrester devices shall be used prior to the grease removal device to minimize the entrance of these sparks and embers into the grease removal device and into the hood and duct system.

A.3.2.2 Authority Having Jurisdiction

The phrase is used in NFPA documents in a broad manner, since jurisdictions and approval agencies vary, as do their responsibilities. Where public safety is primary, the authority having jurisdiction may be a federal, state, local, or other regional department or individual such as a fire chief; fire marshal;

chief of a fire prevention bureau, labor department, or health department; building official; electrical inspector; or others having statutory authority. For insurance purposes, an insurance inspection department, rating bureau, or other insurance company representative may be the authority having jurisdiction. In many circumstances, the property owner or his or her designated agent assumes the role of the authority having jurisdiction; at government installations, the commanding officer or departmental official may be the authority having jurisdiction.

A.3.3.22.1 Grease Filter

Filters are expected to minimize the projection of flames downstream when attached by flame on the upstream side and are expected to maintain their strength, shape, and integrity when exposed to the anticipated rough handling, cleaning, and service found in the field.

A.3.3.22.2

Mesh-Type Filter. This type of filter is not tested, listed, or acceptable for commercial cooking operations due to the increased fire hazard.