

AGREEMENT OF LEASE

THIS LEASE AGREEMENT is made as of the _____ day of _____, 2023, by and between the CITY OF CHARLOTTESVILLE, a municipal corporation ("City"), and VIRGINIA SOCCER ALLIANCE, INC. d/b/a SOCCER ORGANIZATION OF THE CHARLOTTESVILLE AREA, INC. a charitable non-profit organization authorized to do business in the Commonwealth of Virginia ("Lessee").

WITNESSETH:

- 1. Leased Property.** The City, as the title holder of the subject property, in consideration of the rents and covenants to be paid and performed by Lessee, hereby leases to the Lessee the Property which consists of a 1.844 acre portion of City parkland commonly known as Unity Field (f/k/a Davis Field) in the City of Charlottesville, being more particularly described on Exhibit A as the "Leased Property", which exhibit is attached and incorporated herein by reference.
- 2. Condition of Leased Property.** The Leased Property is currently used as public recreational areas under the supervision of the City Department of Parks and Recreation. The City makes no representation or warranty as to the condition or suitability of the Leased Property for the intended purpose of this Lease prior to or at the time of the execution of this Lease. Lessee accepts the Leased Property "as is" on the effective date hereof.
- 3. Term.** The initial term of this Lease shall be for a period of five (5) years ("Initial Lease Term"), which shall begin on April 1, 2023 and expiring at midnight on March 31, 2028 ("Expiration Date"), unless sooner terminated as provided herein.
- 4. Option to Renew.** Provided that Lessee is not in default in the performance of this Lease, Lessee shall have the option to renew the Lease for up to five (5) additional one-year terms (each, a "Renewal Term"). Each of Lessee's Renewal Term options must be exercised by giving written notice to the Landlord at least sixty (60) days prior to the expiration of the Initial Lease Term, or the then-applicable Renewal Term, as applicable. A Renewal Term shall commence on April 1 following the Expiration Date of the Initial Lease term, or a Renewal Term, as applicable. All of the terms and conditions of the Lease shall apply throughout the Initial Lease Term and each Renewal Term.
- 5. Rent.** The Lessee shall pay to the City rent at the rate of \$12,000 per year. The first rent payment of \$6,000 shall be due to the City within thirty (30) days after execution of the lease. The second rent payment of \$6,000 shall be due five (5) months after the first payment. Thereafter each subsequent payment shall be due in two equal installments on the first day of May and October respectively.

Rent payments shall be delivered by check, cash or wire transfer to:

Mail Check:

Office of the City Manager
City of Charlottesville
P.O. Box 911
Charlottesville, VA 22902
Attn: Lease – SOCA

In Person (cash or check):

City of Charlottesville
Customer Service, 1st Floor
600 E. Main Street
Charlottesville, VA 22902
Attn: Lease – SOCA

Wire Transfer:

Information provided upon request.

Tenant is responsible for ensuring that payment is received by the City by the Due Date.

6. **Adjustment in basic annual rent.** The basic annual rent shall be subject to adjustment for increase upon each Renewal Term. Each annual rent shall be adjusted by an increase of two percent (2%) per annum of the annual rent for the immediately preceding year.
7. **Use.** Subject to the Lessee's compliance with all applicable laws, the City hereby grants permission to the Lessee to occupy the Leased Property for the purposes of conducting youth recreational sports activities. Use of the Leased Property shall occur during the following hours: 7 am – 9 pm during Eastern Daylight Time; 7am – 6pm during Eastern Standard Time. There shall be no parking of vehicles within the Leased Property or vehicular access to or within the Leased Property. The Lessee shall not promote commercial businesses or corporations in outside signage on the Leased Property or in advertising circulated to the general public, except with prior written consent of the City. Lessee shall not use the Leased Property for the purpose of conducting business or raising funds, except with prior written consent of the City.
8. **Purpose.** Unless otherwise agreed by the parties, the use of the Leased Property shall be for the purpose of conducting youth recreational sports activities and shall benefit the youth of the community.
9. **Public Admittance and Access.** No admission fee to the Leased Property shall be charged to any members of the public desiring to participate in or observe youth sporting activities. When not in active use by the Lessee, members of the public shall have the right to walk across the Leased Property and use the Leased Property for recreational purposes. The City agrees that Lessee has exclusive right to formal use of the leased property and the City shall not allocate this athletic field for formal use by athletic organizations other than the Lessee. Lessee agrees to make the Leased Property available for limited City sponsored recreational events, only after coordination and written agreement with City Parks and Recreation staff,

and such events may not conflict with regular programming conducted by the Lessee. Lessee will be solely responsible for making field closure decisions due to weather and field conditions, and will be responsible to determine its own uses of the facility within the Lessee's mission.

10. Zoning. The City's zoning administrator has verified that the uses authorized within this Lease are allowed by right at the Property under the City's zoning ordinance.

11. Nonprofit status. If Lessee is required by this Lease to pay only nominal rent for the Leased Property, Lessee represents and warrants that it is a charitable organization, institution or corporation authorized to receive appropriations, gifts or donations of money or property, real or personal, from the City, under the provisions of Virginia Code Sec. 15.2-953. Records which document Lessee's nonprofit status are attached as **Exhibit B** (if applicable).

12. Maintenance/Operational Expenses.

- a. The Lessee shall, at its own cost and expense during the term of this Lease, maintain and keep the Leased Property in a reasonably clean, attractive condition, and not commit or allow any waste or damage to be committed on or to any portion of the Leased Property. This includes but is not limited to placing trash in approved receptacles at the conclusion of each day's activities and removing trash from the site on at least a weekly basis. The Lessee shall be responsible for all costs associated with the ongoing maintenance, operation and repair of the Leased Property. Lessee is also responsible for maintenance of all turf and forested areas on the Leased Property, including but not limited to landscaping and cutting of turf on at least a weekly basis, during the growing season. Lessee further agrees to abide by any duly adopted City policies, present or future, governing the use of pesticides, cleaners, fertilizers or other products at the Leased Property. Lessee agrees to coordinate with City Parks and Recreation staff on the Lessee's turfgrass management program, including preparation of an annual work plan for City review and comment. City reserves the right to make recommendations to Lessee regarding turf management practices and Lessee shall provide to the City copies of all contractor's Pesticide Applicator's Licenses prior to the application of any pesticides on the Leased Property.
- b. As part of its maintenance responsibilities, Lessee agrees to comply fully with any applicable governmental laws, regulations and ordinances limiting or regulating the use, occupancy or enjoyment of the Leased Property, and to comply with the Virginia Uniform Statewide Building Code and the Virginia Statewide Fire Prevention Code, as supplemented and modified by duly enacted ordinances of the City of Charlottesville.

13. Taxes and Assessments. Real property taxes shall not be imposed against the leasehold interest of Lessee if Lessee is exempt from the payment of real property taxes pursuant to Chapter 36 of Title 58.1 of the Code of Virginia; provided, however, that real estate taxes on the Lessee's leasehold interest shall become due and payable at any time that Lessee is no longer entitled to a tax exemption under the laws of the Commonwealth of Virginia.

14. Adequate Supervision. The Lessee shall be responsible for the well-being and safety of its employees and members while participating in events, programs and activities sponsored by Lessee while on the Leased Property and on Northeast Park grounds generally, and shall, at all times, provide reasonable and customary supervision.

15. Development, Improvements and Signage.

- a. No improvements of any kind, including roadways and parking areas, shall be made to the Leased Property except with the City's prior written consent both as to the improvements and as to the contractors and subcontractors performing the work.
- b. No improvements shall be undertaken on the Leased Property unless and until the Lessee shall have obtained any and all local, state and federal governmental approvals and permits, and all such improvement shall be undertaken in strict compliance with all City, state and federal rules, regulations and laws.
- c. Upon the expiration or sooner termination of this Lease, the City shall have the option (exercisable upon sixty (60) days' notice to the Lessee except in the case of a termination of this Lease due to a default by the Lessee, in which case no such notice shall be required) to require the Lessee to remove, at Lessee's sole cost and expense, any and all improvements made by the Lessee to the Leased Property which have not been made with the City's consent or approval, or to elect to keep such improvements as the City's property. In the event the Lessee is required to remove any improvements, (i) the Lessee shall be responsible for the restoration of the Leased Property to their prior condition, and (ii) if the Lessee fails to properly restore the Leased Property, the City may perform the same at the Lessee's cost and expense.
- d. The Lessee shall permit no mechanic's liens, materialmen's liens or other statutory liens to attach to the Leased Property as a result of any alterations, improvements, additions or repairs performed by the Lessee or at the Lessee's direction. If any such lien or notice of lien rights shall be filed with respect to the Leased Property, the Lessee shall immediately take such steps as may be necessary to have such lien released, and shall permit no further work to be performed at the Leased Property until such release has been accomplished.
- e. The Lessee shall have the right to place signs on the Leased Property only in conformity with all local regulations and with the prior written approval of the City. Signs in existence on the date of this Lease are approved.

16. Insurance.

- a. Liability Insurance of Lessee. Lessee covenants and agrees that it will, at all times during the term of this Lease, keep in full force and effect a policy of public liability and property damage insurance with respect to the Leased Property and the operations of the Lessee on the Leased Property in which the limits of public liability for bodily injury and property damage shall not be less than One Million and 00/100 Dollars (\$1,000,000.00)

per accident, combined single limit. The policy shall name the City as an additional insured. The policy shall provide that the insurance thereunder shall not be canceled without thirty (30) days written notice thereof to the City. The Lessee shall also obtain a tenant's property insurance policy insuring the Lessee's personal and business property on the Leased Property.

- b. **Fire and Extended Coverages.** The Lessee shall maintain coverage against loss, damage or destruction by fire and such other hazards as are covered and protected against, at standard rates under policies of insurance commonly referred to and known as "extended coverage", as the same may exist from time to time.
- c. **Proof of Insurance.** Copies of policies of insurance (or certificates of the insurers) for insurance required to be maintained by the Lessee shall be delivered by the Lessee to the City, upon the issuance of such insurance and thereafter no later than January 31 of each year.

17. Default. Each of the following occurrences relative to the Lessee shall constitute default:

- a. Failure by the Lessee in the performance or compliance with any of the terms, covenants, or conditions provided in this Lease, which failure continues uncured for a period of sixty (60) days after written notice from the City to the Lessee specifying the items in default; provided, however, if such failure is of a type that is not reasonably capable of being cured within such sixty (60) day period, such sixty (60) day period shall be extended for so long as the Lessee is making diligent efforts to cure such default;
- b. Failure or refusal by the Lessee to make the timely payment of rent or other charges due under this Lease when the same shall become due and payable, provided the City has given the Lessee fifteen (15) days written notice of the same;
- c. An incompatible change in the operation, charter, or ownership of the Lessee (including, but not limited to, loss of Internal Revenue Code 501(c)(3) tax-exempt status).

18. Damage or Destruction of the Leased Property. The Lessee shall be responsible for any damage caused to the facilities or the property of the City resulting from the action of any employee or volunteer, or member, guest or invitee of the Lessee, while participating in Lessee sponsored events, programs or activities, beyond normal wear and tear.

19. Storage and Installation of Property and Equipment. The Lessee agrees that all property of every kind and description kept, stored or placed on the Leased Property shall be at the Lessee's sole risk and hazard and that the City shall not be responsible for any loss or damage to any such property. All equipment shall be stored in a safe manner, and shall be installed and properly anchored per ASTM standards.

20. Indemnification. The Lessee shall indemnify, defend and hold the City and its officials, officers and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense suffered, sustained, incurred or in any way be subjected to, on

account of death of or injury to any person and for damage to, loss of and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken in the performance of the Lessee's obligations under this Lease, or which occurs as a consequence of any negligence, omission or misconduct of the Lessee and any contractors, subcontractors, agents or employees in the performance of the Lessee's obligations under this Lease.

21. Assignment. The Lessee shall have no right to assign, in any manner or fashion, any of the rights, privileges or interests accruing to it under this Lease to any other individual or entity.

22. Sublease. Sublease is prohibited.

23. Surrender. Upon termination of the Lease, the Lessee shall quit and surrender to the City the Leased Property in good order and condition, except for ordinary wear and tear, provided that the Lessee shall remove from the premises any personal property belonging to the Lessee or third parties, and at its cost and expense shall repair any damage caused by such removal. Personal property not so removed shall become the property of the City, which may thereafter remove the property and dispose of it. On the termination of this Lease, the City may without further notice enter on, reenter, possess and repossess the Leased Property by any necessary means.

24. Right of Entry. At any time during the term of the Lease, the City shall have the right, upon prior notice to the Lessee (except in the event of an emergency), to enter the Leased Property at all reasonable times for the purposes of inspecting the Leased Property to ensure compliance with the terms of this Lease. Notwithstanding the City's right to inspect the Leased Property, the City shall have no obligation to inspect the same. The City's failure to detect any violation or to notify the Lessee of any violation shall not relieve the Lessee of obligations under the terms of this Lease.

25. Waiver. The waiver by the City or the Lessee of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant or condition contained herein. The subsequent acceptance of rent hereunder by the City shall not be deemed to be a waiver of any breach by the Lessee or the City of any term, covenant or condition of this Lease regardless of knowledge of such breach at the time of acceptance or payment of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by the Lessee or the City unless the waiver be in writing signed by the party to be charged thereby.

26. Entire Agreement. This Lease, and the exhibits attached hereto and forming a part of hereof, set forth all the covenants, promises, agreements, conditions and understandings, between the City and the Lessee concerning the Leased Property and there are no covenants, promises, agreements conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the City or the Lessee unless reduced to in writing and signed by them.

27. Headings. The section headings in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Lease nor in any way do they affect this Lease.

28. Severability. If any term, covenant or condition of this Lease, or the application thereof, to any person or circumstance shall to any extent be invalid or unenforceable the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

29. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

30. Notices. Any notice, demand, request, or other instrument which may be, or are required to be given under this Lease, shall be in writing and delivered in person or by United States certified mail, return receipt requested, postage prepaid, and shall be addressed as follows:

Lessee: Mailing Address:
 Virginia Soccer Alliance
 1685 Polo Grounds Road
 Charlottesville, VA 22911

 Delivery Address:
 Virginia Soccer Alliance
 1685 Polo Grounds Road
 Charlottesville, VA 22911

City: Mailing Address:
 Office of the City Manager
 City of Charlottesville
 P.O. Box 911
 Charlottesville, VA 22902
 Attn: City Lease

 Delivery Address:
 Office of the City Manager
 City of Charlottesville
 605 E. Main Street, 2nd Floor
 Charlottesville, VA 22902
 Attn: City Lease

or at such other address as designated by written notice of a party.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized representatives, following below:

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____

Date: _____

Title: _____

Lessee: VIRGINIA SOCCER ALLIANCE, INC. d/b/a SOCCER ORGANIZATION OF THE CHARLOTTESVILLE AREA, INC.

By: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT A

LEASED PROPERTY

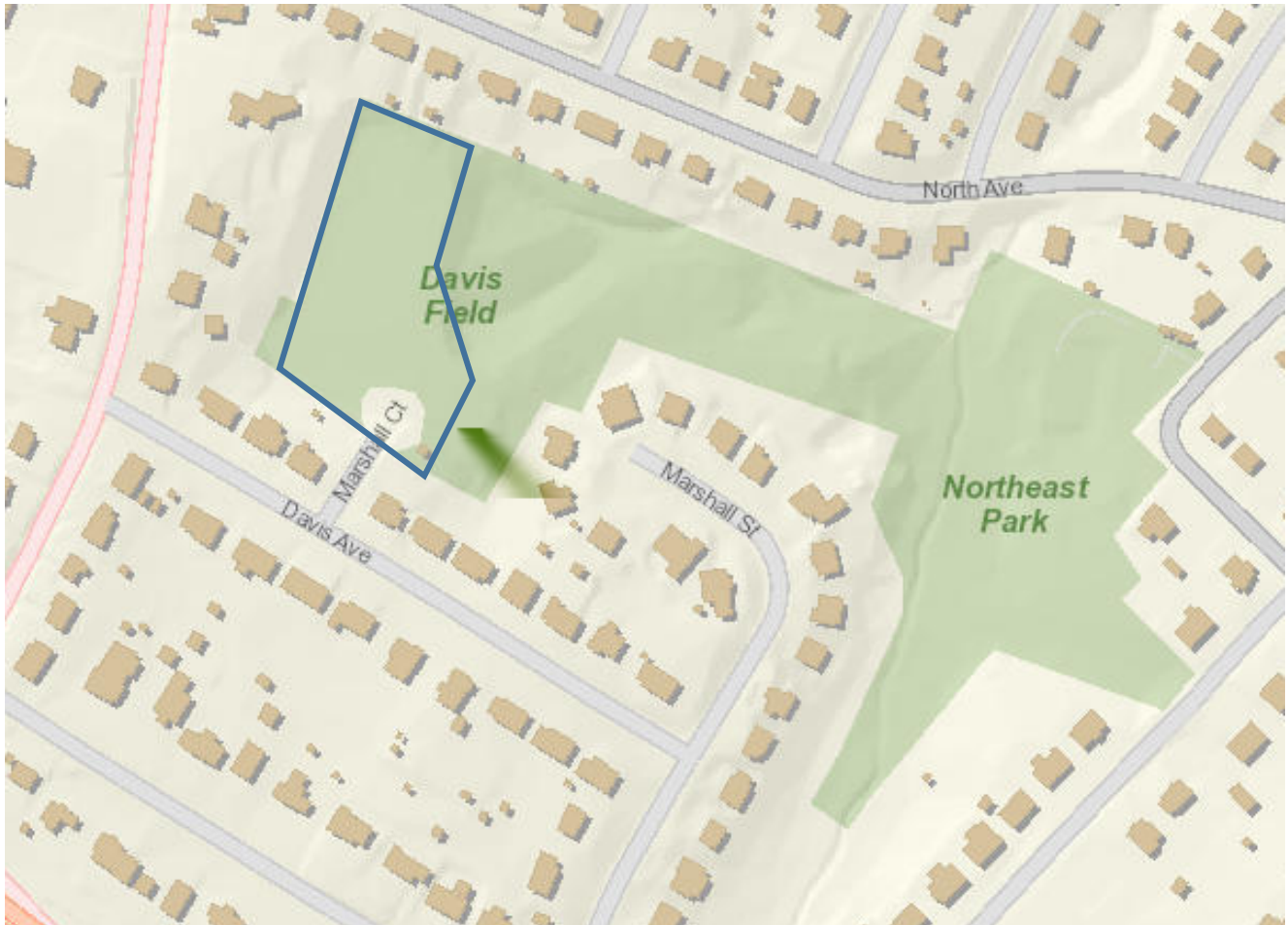


EXHIBIT B

Tenant's Non-Profit Status



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0752857589
July 13, 2018 LTR 4168C 0
52-1336900 000000 00

00029763

BODC: TE

SOCCER ORGANIZATION OF THE
CHARLOTTESVILLE AREA INC
1685 POLO GROUNDS RD
CHARLOTTESVLE VA 22911-6318



005257

Employer ID number: 52-1336900
Form 990 required: YES

Dear SOCCER ORGANIZATION OF THE CH:

We're responding to your request dated July 03, 2018, about your tax-exempt status.

We issued you a determination letter in APRIL 1984, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific

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SOCCER ORGANIZATION OF THE
CHARLOTTESVILLE AREA INC
1685 POLO GROUNDS RD
CHARLOTTESVLE VA 22911-6318

time).

Thank you for your cooperation.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Teri M. Johnson".

Teri M. Johnson
Operations Manager, AM Ops. 3

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, JULY 16, 2021

The State Corporation Commission has found the accompanying articles of amendment submitted on behalf of

Virginia Soccer Alliance, Inc.

(formerly known as SOCCER ORGANIZATION OF
CHARLOTTESVILLE AREA, INC.)

to comply with the requirements of law, and confirms payment of all required fees.
Therefore, it is ORDERED that this

CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective July 16, 2021.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

A handwritten signature in black ink, appearing to read "Angela Navarro", with a long horizontal flourish extending to the right.

By

Angela L. Navarro
Commissioner