

**STANDARD FORM LEASE AGREEMENT FOR COMMERCIAL SPACE  
WITHIN A CITY-OWNED BUILDING OR STRUCTURE**

**THIS LEASE** is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between THE CITY OF CHARLOTTESVILLE, VIRGINIA (herein, "Landlord") and BLUE RIDGE AREA COALITION FOR THE HOMELESS, a charitable non-profit organization authorized to do business in the Commonwealth of Virginia (herein, "Tenant" or "BRACH").

For in consideration of the mutual covenants and premises herein set forth, the parties hereto agree as follows:

Section 1. Leased Premises. Landlord hereby leases and demises to Tenant, and Tenant hereby leases and demises from Landlord, certain premises within the building or structure located 100 5<sup>th</sup> Street NE, Charlottesville, Virginia ("Building"), such premises consisting of approximately 366 square feet of net usable floor space in CitySpace, as designated on the floor plan attached and incorporated herein as **Exhibit A** ("Leased Premises"). The Leased Premises are demised to the Tenant together with a nonexclusive right to the use of all hallways, stairs, sidewalks, restrooms, kitchen and other areas designated by the Landlord for common use of tenants within and using the Building ("Common Areas").

Section 2. Term of Lease. This Lease shall be for a term of two years ("Initial Lease Term"), commencing \_\_\_\_\_, 2023 ("Commencement Date") and expiring at midnight on \_\_\_\_\_, 2025 ("Expiration Date"), unless sooner terminated as provided herein. ("Initial Lease Term").

Section 3. Option to Renew. Provided that Tenant is not in default in the performance of this Lease, Tenant shall have the option to renew the Lease one time for one year ("Renewal Term"). Tenant's Renewal Term option must be exercised by written notice given to the Landlord at least ninety (90) days prior to the expiration of the Initial Lease Term. Any Renewal Term shall commence on the date following the date of expiration of the Initial Lease term. All of the terms and conditions of this Lease shall apply throughout any Renewal Term.

Section 4. Rent. Tenant shall pay to the Landlord the annual rental of \$ 1.00 dollar ("Annual Rent").

The Fair Market Rent for the Demised Premises is \$4,392.00. The difference between the basic annual rent and the Fair Market Rent is \$4,391.00 annually, which shall be deemed an in-kind financial donation and contribution by Landlord to Tenant in accordance with Virginia Code Sec. 15.2-953.

Section 5. Rent Increase. The Annual Rent shall increase each year, by an amount equal to zero percent (0 %) of the Rent payable during the preceding Lease Year.

Section 6. Security Deposit. Concurrently with Tenant's execution of this Lease,

Tenant shall deposit with Landlord an amount equal to \$ 0 as security for damage due to Tenant's failure to pay sums due hereunder, misuse of the Leased Premises, etc. (hereinafter, the "Security Deposit"). Landlord shall not be required to pay interest on the Security Deposit or to maintain it in a separate account. Within three (3) days after written notice of Landlord's use of the Security Deposit, Tenant shall deposit with Landlord cash in an amount sufficient to restore the Security Deposit to its prior amount. Within ninety (90) days after (a) the expiration or earlier termination of the Lease Term, or (b) Tenant's vacating the Demised Premises, Landlord shall return the Security Deposit less such portion thereof as Landlord may have used to satisfy Tenant's obligations.

Section 7. Use of Premises.

(A) Tenant represents and warrants that it will use and occupy the Leased Premises for the following commercial purpose(s): office space for a maximum of three employees of Tenant; and provide services to the public. Tenant shall not use the Leased Premises for any other purpose(s), unless with the advance written permission of the Landlord.

(B) Tenant will have access to the meeting room(s) in CitySpace (Main Conference Room and Small Conference Room). Tenant acknowledges nonexclusive right and acknowledges that these meeting room(s) must be reserved in advance for use. Landlord shall provide Tenant with contact information to assist with reservation of meeting room(s).

Section 8. Nonprofit status. If Tenant is required by this Lease to pay only a nominal rent for the Leased Premises, Tenant 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 Tenant's nonprofit status are attached as **Exhibit B**.

Section 9. Care and Maintenance of Premises.

(A) Tenant acknowledges that it has had an opportunity to inspect the Leased Premises, and that the Leased Premises are in good order and repair, unless otherwise indicated within a written Inspection Report attached to this Lease Agreement and signed by both Landlord and Tenant. Tenant accepts the Leased Premises "as-is". Tenant acknowledges that based on its own inspection of the Leased Premises, the Leased Premises are suitable for its intended purposes. Landlord makes no warranties or representations as to the suitability of the Leased Premises for Tenant's intended purposes.

Tenant further acknowledges that the Leased Premises operates as a shared meeting space for use by City-related business, including but not limited to public meetings and events. The Leased Premises are located in an accessible space that, at times, may be an unsecured open area. Tenant will be responsible for securing all Tenant's equipment and belongings. Landlord will not be liable for Tenant's equipment and belongings.

(B) Landlord shall, at its expense, provide the following:

- (i) janitorial services for the entry to the Building, stairways, corridors and other common areas within the Building,
- (ii) removal of ice and snow from sidewalks and entryways
- (iii) security keycard(s) for access to the Leased Premises. Tenant will be responsible for one security keycard, provided upon request, for each employee of BRACH. Tenant acknowledges that security keycard(s) will need to be carried at all times for access to the Leased Premises. Additional costs may be assessed for lost, stolen, or replaced security keycard(s). If a security keycard is lost or stolen, Tenant must notify Landlord immediately. Tenant acknowledges that Leased Premises is located in CitySpace, a minimally secured workspace and meeting rooms, and will exercise care in allowing access to individuals or groups accessing the space.
- (iv) Furniture. All furniture and fixtures provided by Landlord to Tenant shall remain the property of Landlord at all times and shall remain in the Leased Premises upon vacancy by Tenant. Tenant shall be solely responsible to keep and maintain all provided furniture and equipment in substantially the same condition and repair in which the furniture and equipment were delivered to the Tenant on the Commencement Date, reasonable and ordinary wear and tear excepted. Tenant acknowledges that the following furniture and equipment is provided for Tenant's use, and remains property of Landlord, during the term of the Lease:
  - 2 desks
  - 2 chairs
  - 1 small file cabinet (w/keys)
  - 2 small file cabinets (without keys)
  - 1 small round office table with 3 chairs

(C) Landlord shall also, at its expense, maintain and keep in good repair:

- (i) The roof of the Building, exterior walls of the Building, structural foundations and other structural components of the Building,
- (ii) the plumbing and permanent electrical wiring that serve the Leased Premises
- (iii) common heating, cooling and air handling equipment within the Building, and the ductwork that runs from such common equipment to the Leased Premises; provided however, that Tenant shall be responsible for the cost and expense of any such maintenance, repair or replacement that is required as a result of any negligence or willful act of Tenant, its principals, employees, agents or invitees. Landlord shall not be responsible for maintenance, repair, or replacement of any heating, cooling or air conditioning equipment or systems installed by Tenant within the Leased Premises for which Tenant shall be solely responsible.

- (iv) Landlord shall have a right of access to the Leased Premises, upon reasonable notice to the Tenant, at times necessary for performance of work for which Landlord is responsible pursuant to the provisions of this section.

(D) Tenant shall, at its expense, provide janitorial services within the Leased Premises, and shall at all times keep and maintain the Leased Premises in a clean, sanitary and orderly condition. In addition, Tenant shall be solely responsible for all costs and expense required to keep and maintain the Leased Premises in substantially the same condition and repair in which the Leased Premises were delivered to the Tenant on the Commencement Date, reasonable and ordinary wear and tear excepted. Tenant shall also, at its expense:

- (i) maintain, repair and replace the furnishings, fixtures and equipment that are delivered with possession of the Leased Premises, including, without limitation: sinks, toilets, lighting fixtures, appliances, built-in cabinetry or furnishings, etc. ("Standard FF&E");
- (ii) maintain, repair and replace any broken plate glass;
- (iii) keep and maintain the Leased Premises, and any alterations or improvements made by Tenant therein, in compliance with the requirements of all statutes, ordinances, regulations, covenants, conditions or requirements of all municipal, state and federal authorities, whether now in force or which may hereafter be in force, pertaining to the Leased Premises, occasioned by or affecting Tenant's use thereof;
- (iv) maintain the condition of the Leased Premises, and its use of the Leased Premises and common areas therein, in accordance with rules which may be established from time to time by Landlord and communicated by Landlord or its agent to the Tenant.
- (v) keep and maintain the Leased Premises free of all nuisances, including, without limitation: vermin, insects, hazardous materials and hazardous substances.

Section 10. Requests for Maintenance and Repair. Requests for maintenance and repair of the Leased Premises that are the responsibility of Landlord shall be submitted promptly in writing. Landlord shall provide Tenant with contact information to assist with requests for maintenance and repair.

Section 11. Alterations. Tenant may, with advance written consent of the Landlord, make alterations or improvements to the Leased Premises. At the Landlord's sole option, alterations or improvements shall become the sole property of the Landlord upon the expiration or earlier termination of this Lease Agreement; provided, however, that Landlord, at its sole option, shall also have the right to require the Tenant to remove any alteration or improvement on or prior to the expiration or earlier termination of this Lease: If Landlord elects to require tenant to remove any alterations or improvements, then Landlord shall give

written notice to the Tenant at least thirty (30) days prior to the expiration or termination date, and then Tenant shall at Tenant's sole expense, remove the alterations or improvements and restore the Leased Premises to the condition in which they existed on the Commencement Date of this Lease (reasonable wear and tear excepted).

(A) Retrofits to be Subsidized by Landlord. *[not applicable]*

Section 12. Tenant's Furnishings and Fixtures. Tenant shall obtain the advance written permission of the Landlord to install its own furnishings, fixtures and equipment ("Tenant's FF&E") within the Leased Premises. Landlord's permission shall not unreasonably be withheld; however, all costs and expenses for the installation, maintenance, repair or replacement of Tenant's FF&E shall be the responsibility of the Tenant. Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole expense, remove the Tenant's FF&E, shall repair any damage(s) caused by such removal, and shall restore the Leased Premises to the condition in which they were delivered to Tenant on the Commencement Date (reasonable wear and tear excepted). Notwithstanding the foregoing, Landlord and Tenant may, by mutual written agreement executed at least thirty (30) days prior to the expiration or termination date, agree upon the terms and conditions under which any of Tenant's FF&E may remain within the Leased Premises and become the sole property of the Landlord.

Section 13. Casualty. Neither the Landlord nor its authorized agent shall be liable for any damage or personal injury to Tenant, or to any other persons, or with respect to any personal property, caused by: fire, explosion, water, busted or leaking pipes, malfunctioning sprinklers, steam, plumbing, gas, oil, electricity, electrical wiring, rain, ice, snow or any leak or flow from or into any part of the Leased Premises or any improvements thereon, or due to any other cause whatsoever, unless such damage or injury is caused by a negligent act or omission of the Landlord or agent for which the Landlord or agent may be held responsible under the laws of the Commonwealth of Virginia.

Section 14. Signs. Tenant shall not display or erect any lettering, sign, advertisement, sales apparatus or other projection on the exterior of the Leased Premises (including interior window and door glass) without prior written consent of Landlord and permits as may be required by the City's zoning ordinance.

Section 15. Taxes. During the term of this lease, the Tenant shall be solely responsible for, and shall pay directly to the City of Charlottesville, any real estate taxes and assessments imposed on its leasehold interest, and its proportionate share of any stormwater utility fees. Tenant shall pay all personal property and business license taxes imposed by the Commonwealth of Virginia or the City of Charlottesville.

Section 16. Utilities.

(A) Tenant shall be responsible for all deposits, costs and expenses for communications services used by Tenant at the Leased Premises, including, without

limitation: telephone, cable, internet, wifi, security monitoring, and other communications service charges provided to or utilized by Tenant at the Leased Premises.

(B) All applications and connections for communications services shall be made in the name of the Tenant only, and Tenant shall be solely liable for charges as they become due.

(C) Landlord shall be responsible for other utility services consumed by Tenant at the Leased Premises, including, without limitation: water, sewer, gas, and electricity.

Section 17. Insurance. Tenant shall provide Landlord with proof of insurance for the organization upon signing of the lease agreement, any renewal period, and upon Landlord's request.

Section 18. Assignments and subleases. Tenant shall not assign its rights or obligations under this Lease Agreement, and shall not enter into any sublease of the Leased Premises, without the prior written consent of Landlord.

Section 19. Landlord's Right of Entry. Landlord or its agent(s) shall have a right to enter upon the Leased Premises at reasonable times and upon reasonable notice given to Tenant, for the purpose of inspecting the leased premises, or for performing any action Landlord has a right to perform.

Section 20. Indemnification. Tenant shall indemnify Landlord against all liabilities, costs, expenses (including reasonable attorney's fees) and losses incurred by Landlord as a result of: (A) failure by Tenant to perform any covenant required to be performed by Tenant hereunder; (B) any accident, injury or damage caused by Tenant's negligence; (C) Tenant's failure to comply with requirements of any governmental authority; (D) any mechanics' lien or security agreement or other lien filed against the Building or the Leased Premises; or (E) any negligent act or omission of Tenant, its officers, employees, and agents.

Section 21. Damage by Fire or other Casualty.

(A) If the leased premise shall be rendered untenable by fire or other casualty, Landlord may at its sole option terminate this lease as of the date of such fire or other casualty, upon 30 days written notice to Tenant. In the event that this lease shall be terminated, rent shall be equitably adjusted.

(B) If this lease shall not be terminated under the provisions of subparagraph (A) above, rent shall be equitably apportioned according to the space rendered untenable, and Landlord shall at its own cost restore the Leased Premises to substantially its same condition immediately preceding such loss, provided that the cost of such work shall not exceed the insurance proceeds received by Landlord on account of such loss.

(C) If Landlord elects to restore the Leased Premises and shall fail to substantially

complete the same within 90 days after such fire or other casualty, due allowance being made for delay due to practical impossibility either Landlord or Tenant, by written notice to the other given within 15 days following the last day of said 90 day period, may terminate this lease as of the date of such fire or other casualty.

Section 22. Lessor's Remedies Upon Default.

(A) If Tenant defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants, terms or conditions hereof, Landlord may give Tenant notice of such default, and if Tenant does not cure any such default within thirty (30) days after the giving of such notice (or, the default is of such nature that it cannot be completely cured within such 15-day period, if Tenant does not commence such curing within such 15 days and thereafter proceed with reasonable diligence and good faith to cure such default) then Landlord shall have the right to terminate this Lease and all rights of Tenant under this Lease by giving written notice to the Tenant.

If the Landlord gives written notice of termination, then this Lease shall terminate on the date specified in such notice. On or before the termination date, Tenant shall quit the Leased Premises and surrender the Leased Premises to Lessor, but Tenant shall remain liable as hereinafter provided. Upon the effective date of termination, the Landlord may at any time thereafter resume possession of the Leased Premises by any lawful means and remove Tenant or other occupants and their effects. No failure of the Landlord to enforce any term or condition of this Lease shall be deemed a waiver. In the event Landlord elects to terminate this Lease, Landlord may recover from Tenant: (a) any unpaid rent due and owing to the Landlord at the time of termination of the Lease; (b) the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; (c) the amount by which the unpaid rent for the balance of the term of this Lease after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided; and (d) any other amount necessary to compensate Landlord for full damages proximately caused by Tenant's failure to perform its obligations under this Lease. No act of Landlord shall be construed as terminating this Lease except written notice given by Landlord to Tenant advising Tenant that Landlord elects to terminate the Lease. As used in this paragraph, the term "rent" means the Rent and any other costs, expenses or sums required to be paid by Tenant pursuant to the terms of this Lease Agreement.

(B) Upon the expiration or earlier termination of this Lease, or any renewals or extensions hereof, Tenant shall quit and surrender the Leased Premises to Landlord clean and in good order and condition, ordinary wear and tear excepted. Tenant shall, on or prior to the date of expiration or earlier termination, remove all its property and repair all damage to the Leased Premises caused by such removal and make reasonable restoration of the Leased Premises to the condition in which they existed prior to the installation of the property so removed. Any property of the Tenant that remains on the Premises after the expiration or termination of this Lease may be treated by the Landlord as abandoned property. Any item of property which is left on the Leased Premises that is worth less

than \$1,000.00 (one thousand dollars) shall be deemed abandoned and may be immediately removed by the Landlord and disposed of as trash.

Section 23. Rules and Regulations of Landlord: Stipulations. Tenant covenants that the following rules and regulations shall be faithfully observed and performed by Tenant, its principals, employees and agents, and its invitees:

(A) Tenant shall not do or permit anything to be done in the Leased Premises, or bring or keep anything therein, which will or may increase the Landlord's fire insurance premium(s) for the Building or Leased Premises; which will obstruct or interfere with the rights of the Landlord or any other tenant(s) in the Building; or which will violate any requirement of the Virginia State Fire Prevention Code.

(B) The sidewalks, entries, passages, elevators, public corridors and staircases and other parts of the Building which are not occupied by the Tenant shall not be obstructed or used for any other purpose other than ingress and egress.

(C) The Tenant shall not install or permit the installation of any awnings, shades, and the like other than those approved by the Landlord in writing.

(D) No additional locks shall be placed upon any doors in the Leased Premises unless keys therefor are given to the Landlord for use in emergencies; and the doors leading to corridors or main halls shall be kept closed during business hours except as they may be used for ingress and egress.

(E) Tenant shall not construct, maintain, use or operate within the Leased Premises (or elsewhere in the Property of which said Leased Premises form a part, or on the outside of the Leased Premises) any equipment or machinery which produces music, sound or noise which is audible beyond the Building or property.

(F) Electric, cable and telephone floor distribution boxes must remain accessible at all times.

(G) No animals shall be kept by Tenant in or about the Leased Premises and the Tenant shall not suffer any animal(s) to be kept in or about the Leased Premises. Service animals shall be permitted.

(H) No bicycles or vehicles of any kind, including but not limited to electric scooters, shall be brought into the lobby or elevators of the Building or into the Leased Premises.

(I) Tenant shall not utilize in the Leased Premises equipment requiring electrical energy other than ordinary office equipment (including desktop computers, telephones, fax machines, copying, printing and scanning equipment).

(J) Tenant shall keep all windows and exterior doors closed in the Leased Premises in order to assure proper functioning of heating and air conditioning systems and to prevent damage to the leased premises. Tenant shall be responsible for damage to the Leased Premises caused by

its failure to comply with this paragraph.

(K) Tenant shall comply with any other rule(s) or regulation(s) of Landlord of which Tenant has been given notice, and which are, in Landlord's judgment, necessary or appropriate for the safety, care and cleanliness of the Building, the common areas within the Building, or the Leased Premises.

Section 24. Quiet Enjoyment. Upon payment of the Rent herein provided for and upon performance of the terms of this Lease Agreement, Tenant shall have a right of quiet enjoyment of the Leased Premises, to the extent that Tenant acknowledges that Leased Premises is an open work area within a larger meeting space.

Section 25. Notices. Notices required to be given under this Lease Agreement shall be given in writing and signed by the party giving the notice. The notice shall either be delivered or sent by certified U.S. mail, return receipt requested, and shall be addressed to the receiving party's address appearing below. A notice shall be deemed to have been given as of the date on which said notice is either delivered to the recipient, as evidenced by a signed receipt, or if sent by mail, on the date such notice is deposited in the United States Mail. The parties' designated representatives for purposes of receiving notices and communications pertaining to this Lease are as follows:

Tenant:           Mailing Address:  
                          Blue Ridge Area Coalition for the Homeless  
                          P.O. Box 34  
                          Charlottesville, VA 22902

                          Delivery Address:  
                          Blue Ridge Area Coalition for the Homeless  
                          100 5<sup>th</sup> Street NE  
                          Charlottesville, VA 22902

Landlord:        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, 2<sup>nd</sup> Floor  
                          Charlottesville, VA 22902  
                          Attn: City Lease

Section 26. Governing Law. This Lease Agreement shall be construed under and governed by the laws of the Commonwealth of Virginia. Any action to enforce this Lease Agreement, and any other litigation arising out of this Lease Agreement, shall be brought within

the Circuit Court for the City of Charlottesville, Virginia and such court shall be the exclusive venue.

Section 27. Successors in interest. This Lease shall be binding upon and shall inure to the benefit of the parties and their successors in interest.

Section 28. No Waivers. No failure of the Landlord to enforce any term or condition of this Lease Agreement, or any of its rights hereunder, shall be deemed a waiver.

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: Interim City Manager

TENANT: BLUE RIDGE AREA COALITION FOR THE HOMELESS

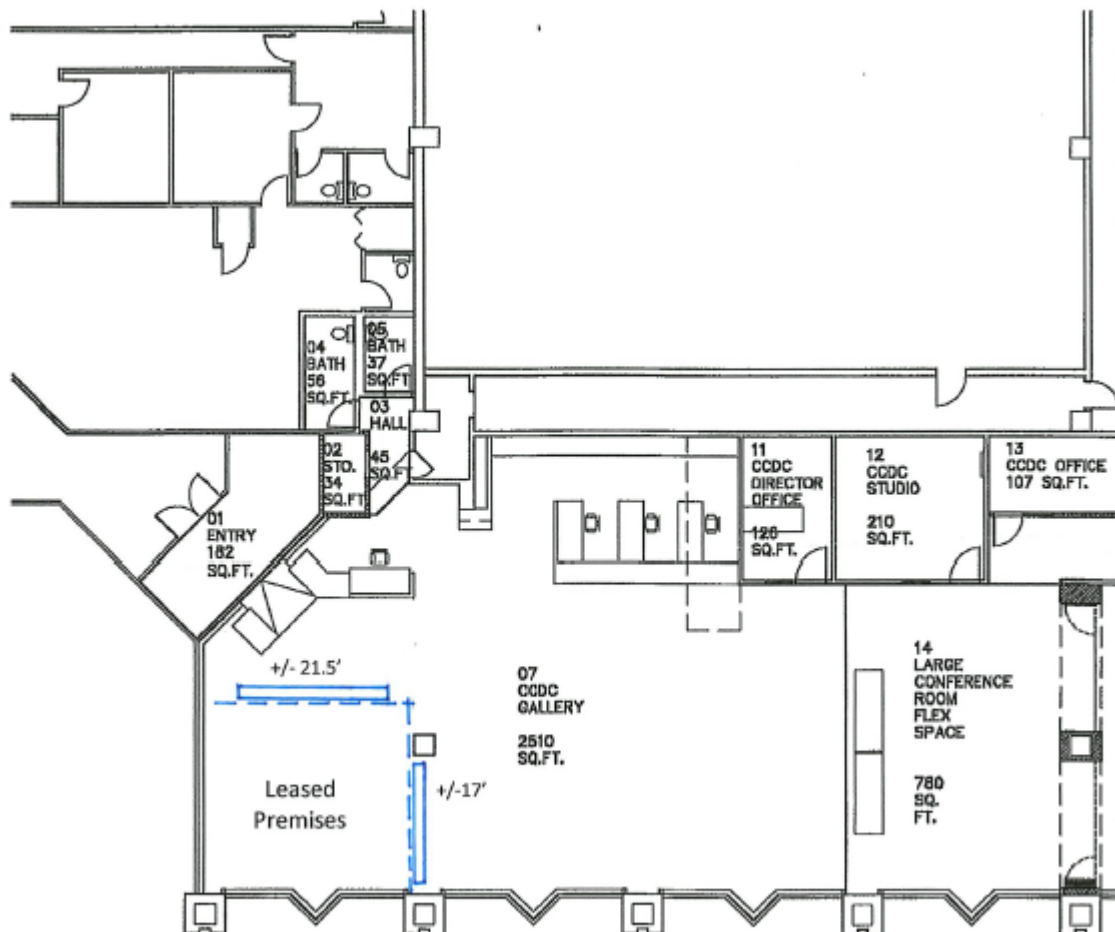
By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### Leased Premises



**EXHIBIT B**

**Nonprofit Status**

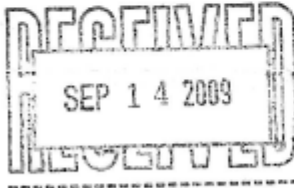
INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 04 2009

THOMAS JEFFERSON AREA COALITION FOR  
THE HOMELESS  
401 E WATER ST  
CHARLOTTESVILLE, VA 22902

Employer Identification Number:  
26-4577927  
DLN:  
17053202328049  
Contact Person: SHERRY Q WAN ID# 31052  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
March 19, 2009  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No



Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

THOMAS JEFFERSON AREA COALITION FOR

Sincerely,

A handwritten signature in cursive script, appearing to read "Robert Choi".

Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

Enclosures: Publication 4221-PC