

## **LEASE AGREEMENT**

THIS **LEASE AGREEMENT** ("Lease") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia ("City"), and **CULTIVATE CHARLOTTESVILLE**, an IRS 501(c)(3) charitable non-profit organization authorized to do business in the Commonwealth of Virginia ("Lessee"); (collectively, "Parties;" individually "Party").

### **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 an approximately 0.078 acre parcel, with an address of 210 8<sup>th</sup> Street NW, less the area from the edge of two (2) surface parking spaces to the North and East property lines, in the City, 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 raised planting beds under the supervision of Lessee. 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 Lease's initial term shall be for a period of one (1) year ("Initial Term"), which shall begin on September 16, 2025, and expire at midnight on September 15, 2026 ("Expiration Date"), unless sooner terminated as provided herein.
4. **Annual Option to Renew.** At the City's option at the expiration of each one (1)-year term, and if Lessee is not in default in the Lease's performance, this Lease may be renewed for up to three (3) additional one (1)-year terms (each, a "Renewal Term"). Each of the Renewal Term options must be exercised by Lessee requesting renewal by written notice to the City at least ninety (90) days prior to the expiration of the Initial Term, or the then-applicable Renewal Term. If approved, a Renewal Term shall commence on the date following the Expiration Date of the Initial Term, or a Renewal Term, as applicable. All of the Lease's terms and conditions shall apply throughout the Initial Term and each Renewal Term, unless otherwise amended in writing and accepted by the City.
5. **Rent.** The Lessee shall pay to the City rent in the amount of one Dollar (\$1.00), per year ("basic annual rent"). The Initial Term's Lease payment shall be due to the City within thirty (30) days after execution of the Lease. Thereafter, each subsequent annual payment(s) shall be payable on or before the Lease Renewal Date, as applicable ("Due Date"). Lessee is responsible for ensuring that payment is received by the City by the Due Date.

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

**Mail Check:**

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

**In Person (cash or check):**

City of Charlottesville, Virginia  
Customer Service, 1<sup>st</sup> Floor  
600 East Main Street  
Charlottesville, Virginia 22902  
Attn: Lease – Cultivate Charlottesville

**Wire Transfer:**

Information provided upon request.

The Fair Market Rent for the Leased Property is \$508.00. The difference between the basic annual rent and the Fair Market Rent is \$507.00 for the first year, which shall be deemed an in-kind financial contribution by City to Lessee.

**6. Adjustment in Basic Annual Rent.**

a. If the lease is extended following the one (1) year term, Lessee hereby covenants and agrees to pay to the City rental therefor without offset or deduction therefrom, the sum of four hundred fifty Dollars (450.00) in U.S. currency, per year ("basic annual rent"), payable upon each Renewal Term.

b. If the lease is extended following the second-year term, the basic annual rent shall be adjusted by an increase of three percent (3%) per annum of the basic annual rent for the immediately preceding year.

**7. Security Deposit.** Concurrently with Lessee's execution of this Lease, Lessee shall deposit with the City an amount equal to \$450.00 as security for damages due to Lessee's failure to pay sums due hereunder, misuse of the Leased Property, etc. (hereinafter, the "Security Deposit"). City shall not be required to pay interest on the Security Deposit, or to maintain it in a separate account. Within ninety (90) days after: (a) the expiration or earlier termination of the Lease term; or (b) Lessee's vacating the Leased Property, City shall return the Security Deposit, less such portion thereof as City may have used to satisfy Lessee's obligations.

**8. 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 outdoor gardening activities, subject to the following conditions:

a. Keeping of livestock is not permitted.



- b. Use of the Leased Property shall be permitted during the following hours: dusk to dawn.
- c. There shall be no parking of vehicles on or within the Leased Property.
- d. 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 City's prior written consent.
- e. Lessee shall not use the Leased Property for the purpose of conducting business or raising funds on premises, within the context of local regulations, except with City's prior written consent.

9. **Purpose.** Unless otherwise agreed by the Parties, the use of the Leased Property shall be for outdoor gardening, which produce will be distributed to City residents.

10. **Zoning.** The City's Zoning Administrator, or his/her designee, has verified that the use authorized within this Lease is allowed by right at the Leased 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 § 15.2-953. Records which document Lessee's nonprofit status are attached as **Exhibit "B,"** and officially made a part hereof.

12. **Maintenance/Operational Expenses.**

a. The Lessee shall, at its own cost and expense during this Lease's term(s), maintain and keep the Leased Property, and the interior and exterior of all structures therein or thereon, in a clean and 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 Lease Property on at least a weekly basis. Lessee shall also 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 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 shall provide janitorial services, trash removal, and any other services necessary to satisfy the requirements of this Paragraph.

b. Lessee shall give written notice to the City's Director of Parks and Recreation in advance of using any pesticides, cleaners, fertilizers, or other similar products within the Leased Property, through the submittal of a proposed Pesticide Management Plan to be approved by the City, and upon receipt of such notice, the City's Director of Parks and Recreation will promptly advise Lessee of City policies regarding the use of such products on or within City-owned property. Upon being notified of City policies and approval of a Pesticide Management Plan, Lessee shall

comply with the requirements of said policies. Lessee shall be responsible for determining any local, federal, or state policies, laws, or regulations that may apply to the use or application of such products, prior to using or applying them, and Lessee shall indemnify and hold the City, City Council, its employees, contractors, and agents harmless from any fines or penalties incurred by the City as a result of Lessee's failure to comply with local Integrated Pest Management policies, VDACS, and other federal or state laws or regulations.

c. 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 City Ordinances.

**13. Utilities.** The Lessee shall be responsible for all deposits, costs, and expenses for utilities and communications services used by Lessee at the Leased Property. Lessee shall ensure that any such utilities are separately metered and billed solely in Lessee's name. The City assumes, or will assume, no responsibility for any charge, surcharge, debt, or liability incurred by Lessee for utilities or communications services used at the Leased Property. Prior to execution of this Lease, and any Renewal Term(s), Lessee shall provide a written agreement to City detailing how Lessee will secure access to water on or in the Lease Property from City of Promise.

**14. 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.

**15. 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 shall always provide reasonable and customary supervision. City will assume no responsibility for Lessee's failure to provide supervision at all times.

**16. 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 local, state, and federal rules, regulations, and laws.

c. Upon the expiration or sooner termination of this Lease, the City shall have the option 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. City may elect to keep such improvements as the City's property. If the Lessee fails to properly restore the Leased Property, the City may perform the same at the Lessee's cost and expense. If the City demands the removal or any improvement(s), the City must provide sixty (60) days' written notice to 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.

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.

c. 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.

**17. Insurance.**

a. **Liability Insurance of Lessee.** Lessee covenants and agrees that it will, at all times during this Lease's term(s), 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, any Sublease Tenant(s), member, invitee, agent, or employee 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. Said Insurance 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.

b. **Proof of Insurance.** Copies of 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, upon signing of this Lease, and thereafter no later than January 31 of each year.

**18. 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; or

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.

19. **Damage or Destruction of the Leased Property.** The Lessee shall be responsible for any damage caused to the facilities on the Lease Property or the Lease 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.

20. **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 and all other local, state, and federal regulations.

21. **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.

22. **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.

23. **Sublease.** Sublease of this Lease is strictly prohibited.

24. **Nondiscrimination.** Lessee shall not discriminate against any person in its membership, programs, or employment relating to the use or operation of the Leased Property, on the grounds of race, religion, color, gender, sexual orientation, national origin, disability, financial circumstances, or any other basis prohibited by law.

25. **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.



26. **Right of Entry.** At any time during this Lease's term(s), 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.

27. **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.

28. **Entire Agreement.** This Lease, and the Exhibits attached hereto and forming a part of hercof, 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.

29. **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.

30. **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.

31. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any dispute arising out of this Lease shall be litigated in the Circuit Court for the City of Charlottesville, Virginia.

32. **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:**  
Cultivate Charlottesville  
P.O. Box 5282  
Charlottesville, Virginia 22905

**City:**            **Mailing Address:**  
Office of the City Manager  
City of Charlottesville, Virginia  
P.O. Box 911  
Charlottesville, Virginia 22902  
Attn: Lease – Cultivate Charlottesville

**Delivery Address:**  
Office of the City Manager  
City of Charlottesville, Virginia  
605 East Main Street, 2<sup>nd</sup> Floor  
Charlottesville, Virginia 22902  
Attn: Lease – Cultivate Charlottesville

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:

*[insert signature pages following]*



**CITY OF CHARLOTTESVILLE, VIRGINIA**

By: \_\_\_\_\_  
Samuel Sanders, Jr.  
Title: City Manager

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

**CULTIVATE CHARLOTTESVILLE**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**Funds are Available:**

By: \_\_\_\_\_  
Director of Finance

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

**Approved as to Form:**

By: \_\_\_\_\_  
Office of the City Attorney

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

CITY OF CHARLOTTESVILLE, VIRGINIA

By: \_\_\_\_\_  
Samuel Sanders, Jr.  
Title: City Manager

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

CULTIVATE CHARLOTTESVILLE

By: Allen R. Cary  
Print Name: ALLEN CARY  
Title: CO-EXECUTIVE DIRECTOR

Date: 7 AUGUST 2025

Funds are Available:

By: \_\_\_\_\_  
Director of Finance

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

Approved as to Form:

By: \_\_\_\_\_  
Office of the City Attorney

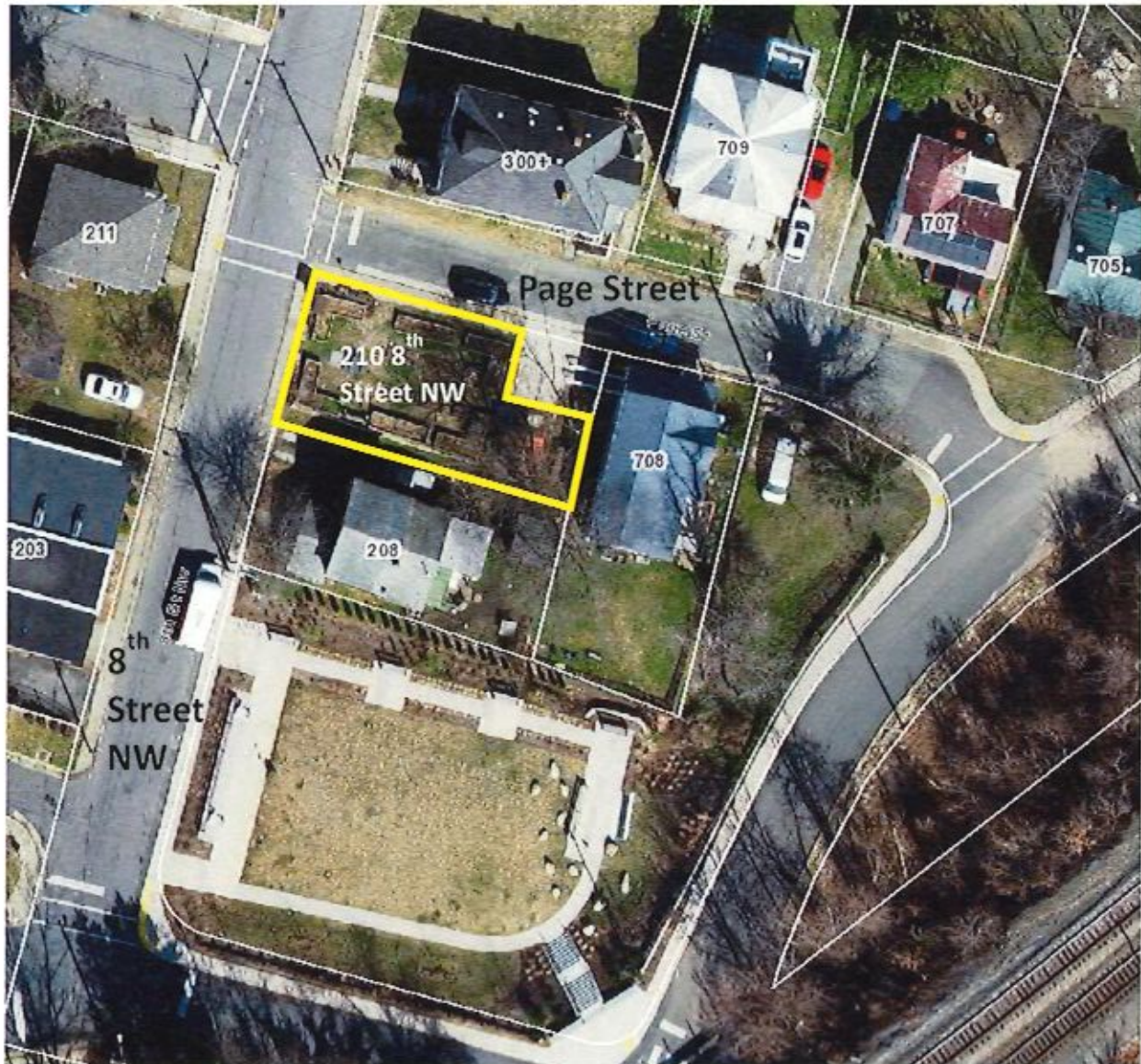
Date: \_\_\_\_\_



EXHIBIT "A"

LEASED PROPERTY

210 8<sup>th</sup> Street NW, less area from edge of two (2) surface parking spaces to North and East property lines



**EXHIBIT "B"**

**Tenant's Non-Profit Status**





OGDEN UT 84201-0029

In reply refer to: 4077950277  
Apr. 02, 2020 LTR 4168C 0  
27-5103914 000000 00  
00008151  
BODC: TE

CULTIVATE CHARLOTTESVILLE  
PO BOX 5282  
CHARLOTTESVLE VA 22905-5282

007118

Employer ID number: 27-5103914  
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Mar. 12, 2020, about your tax-exempt status.

We issued you a determination letter in January 2014, 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 Sections 509(a)(1) and 170(b)(1)(A)(vi).

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](http://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.,

4077950277  
Apr. 02, 2020 LTR 4168C 0  
27-5103914 000000 00  
00008152

CULTIVATE CHARLOTTESVILLE  
PO BOX 5282  
CHARLOTTESVLE VA 22905-5282

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

*Stephen A. Martin*

Stephen A. Martin  
Director, EO Rulings & Agreements