



DEPARTMENT OF PARKS AND RECREATION

2100 Clarendon Boulevard, Suite 414, Arlington, VA 22201
TEL 703-228-3323 FAX 703-228-3328 TTY 711 parks.arlingtonva.us

February 26, 2016

Courtney C. Reeve
Executive Director
Aspire Afterschool Learning
P.O. Box 41318
Arlington, VA 22204

Re: Arlington Mill Community Center
Third Floor
909 South Dinwiddie Street
Arlington, VA

Dear Ms. Reeve:

Please consider the following non-binding proposal for the lease of space in the Arlington Mill Community Center:

- Landlord:** The County Board of Arlington County, Virginia, any County Board-established authority or entity, or any political subdivision as determined by the County Board.
- Tenant:** Aspire Afterschool Learning, a Virginia independent non-sectarian 501(c) 3 corporation.
- Tenant's Trade Name:** Aspire!
- Premises:** Approximately nine thousand four hundred sixty-four (9,464) square feet of floor area on the third floor of the Arlington Mill Community Center, as depicted on Exhibit A attached hereto.
- Property:** Arlington Mill Community Center, 909 S. Dinwiddie St., Arlington (RPC No. 22001725).
- Permitted Use:** Children's afterschool and summer academic enrichment, art, and recreation programs for k-12 students who are Arlington County residents; dance

programs for all ages; other classes and workshops; and general office use in support of Tenant's afterschool and summer program operations and of the other uses of the Premises permitted above. Tenant may serve food and beverages to program participants provided that: i) such food and beverages are prepared offsite by the Kids Café Capital Area Food Bank or any other program approved by the County, and ii) delivery of such food and beverages is accepted by a certified food handler. Tenant shall not use the Premises for any other purpose without Landlord's written consent, which Landlord may withhold in its sole discretion. Tenant shall comply with applicable law in its use of the Premises. Under no circumstances may Tenant serve or permit the consumption of alcoholic beverages in the Premises. Notwithstanding anything to the contrary herein, the County Manager on behalf of Landlord may, in his or her sole discretion, determine any activities within the permitted uses to be prohibited.

Shared Use:

Landlord may use the Premises, excluding office space, when not in use by Tenant. Tenant shall submit a proposed usage schedule for each school year by the preceding May 15th and for summer by the preceding November 15th ("Schedules"). Schedules are subject to Landlord's reasonable approval. Tenant may not change approved Schedules without Landlord's written consent. Unless otherwise approved by Landlord in its sole discretion, Tenant must reserve at least seventy-five percent (75%) of the Premises' usage time for Landlord's use, excluding office space.

Non-Profit:

Tenant must operate at all times on a not-for-profit basis.

Term:

Ten (10) years from rent commencement.

Base Rent:

Eight thousand nine hundred fifty-two dollars (\$8,952) per year, payable in equal monthly installments due on the first day of each month.

Rent Commencement Date: The earlier of (i) one (1) year after mutual lease execution or (ii) the date on which Tenant first uses the Premises for the permitted use.

Real Estate Taxes: Tenant shall pay as required by law any real estate taxes attributable to Tenant's leasehold interest in the Property.

Utilities: Landlord shall provide electricity and water to the Premises at no additional charge.

CAM: No charge for common-area maintenance.

Janitorial Service: Landlord to provide building-standard janitorial service for Premises at no additional charge.

Maintenance: Landlord to maintain and repair Premises (excluding Tenant's personal property and equipment) at no charge, after notice from Tenant of need for specific items of maintenance or repair. The need for any item of maintenance or repair identified by Tenant shall be subject to Landlord's sole judgment. Tenant shall not interfere with or prevent Landlord from performing maintenance or repairs. Tenant to reimburse Landlord for damage to Premises or building caused by Tenant or its sublessees or licensees or by the agents, employees, contractors, or invitees of any of them. Tenant to keep Premises neat, clean, and well organized during and immediately following Tenant's use.

Access Control: Tenant to use Landlord's access control system for the Premises. Unless otherwise approved by Landlord, Tenant's Work shall include the installation of access control for each separate room in the Premises. Tenant shall pay for individual fobs or the equivalent.

Landlord's Work: None. Premises to be provided in as-is condition.

Tenant's Work: Tenant shall perform at Tenant's sole cost and expense all alterations to the Premises necessary for Tenant to open and operate the Premises for the permitted use ("Tenant's Work"). Although Tenant need not obtain Leed certification, Tenant's Work

must conform to the Leed Interior Design and Construction standard and to Arlington County construction standards, including without limitation those located at <http://topics.arlingtonva.us/building/infrastructure-design-standards> and the Arlington County Government Department of Technology Services Network Infrastructure Standards. Tenant must perform Tenant's Work in accordance with plans approved by Landlord using any construction materials, finishes, and other items specified by Landlord. Tenant shall provide a proposed space plan for the Premises before the lease is signed. Tenant shall prepare plans for Tenant's Work promptly after mutual lease execution and shall promptly revise its plans as necessary to obtain Landlord's approval. Within forty-five (45) days after mutual lease execution, Tenant shall submit plans for Landlord's feedback that are at least 30% complete. Tenant shall submit additional drafts of its plans for Landlord's feedback when 60% and 95% complete. Tenant shall in any case submit complete construction drawings for Landlord's review within four (4) months after mutual lease execution. Once Landlord approves Tenant's plans, Tenant may not revise them without Landlord's approval in each instance. Tenant shall diligently pursue all building permits necessary for Tenant's Work promptly after obtaining Landlord's approval of Tenant's plans. Tenant shall commence the performance of Tenant's Work in the Premises within forty-five (45) days after the approval of Tenant's building permit and thereafter shall diligently and continuously pursue Tenant's Work to completion. Tenant shall complete Tenant's Work and begin holding programs in the Premises within one (1) year after mutual lease execution. Tenant's contractors shall be subject to Landlord's approval, not to be withheld unreasonably.

Alterations:

Following completion and approval of Tenant's Work, Tenant shall not perform, allow to be performed, or contract for any alterations of the Premises without Landlord's approval, which Landlord may withhold in Landlord's sole discretion. Except as otherwise specified by

Landlord upon notice to Tenant, all alterations to the Premises shall become Landlord's property when installed and shall remain upon and be surrendered with the Premises at the termination of the Lease or of Tenant's right to occupy the Premises.

Signage:

Tenant may not install signs that are visible outside the Premises without Landlord's consent, which Landlord may withhold in its sole discretion. Tenant's interior signage shall be subject to Landlord's reasonable approval.

Assignment and Sublease:

Tenant shall not assign the lease or sublet or license the use of the Premises to a third party without Landlord's prior written consent, which may be withheld in Landlord's sole discretion. Whenever Tenant's interest in the lease is held by a corporate or other entity, the transfer of a controlling interest in Tenant shall constitute an assignment of the lease. Landlord may freely assign its interest in the lease.

Continuous Operation:

From and after the Rent Commencement Date, Tenant shall operate afterschool programs in the Premises for at least thirty-five (35) weeks during each school year. The requirements for partial school years of the lease term shall be prorated. Afterschool programs must last at least two (2) hours per day each weekday, excluding days on which schools are closed.

Hours of Operation:

Tenant may not use the Premises when the Community Center is closed to the public.

Gross Receipts Reports:

Tenant to report monthly gross receipts from the Premises.

Tenant's Insurance:

CGL: \$2,000,000 per occurrence. Personal property insurance: Replacement cost. Auto liability: \$1,000,000. Molestation and abuse insurance: \$2,000,000. Workers' compensation: As required by law. Employers' liability: \$1,000,000. Deductibles may not exceed the lesser of \$50,000 or 1% of policy limits. Landlord and its

elected and appointed officers, officials, and employees and its property manager to be added as additional insureds to Tenant's liability insurance policies. Tenant's insurance to be primary to Landlord's, with Landlord's to be noncontributing.

Parking:

Up to ten (10) unreserved spaces at no charge.

Fundraising:

Tenant must, within eighteen (18) months of this letter of intent, raise sufficient funds to cover the cost of Tenant's Work before the lease is signed.

Broker's Fee:

Landlord and Tenant acknowledge and represent to each other that they have not dealt with any brokers in connection with this transaction.

**Lease Agreement
Preparation:**

Landlord shall be responsible for the preparation of a deed of lease on Landlord's form.

**Special Landlord
Provisions:**

The lease shall include special provisions applicable to Landlord's status as a political subdivision of the Commonwealth of Virginia addressing the following issues:

- (a) Appropriation of Funds: All of Landlord's obligations under the lease shall be subject to the appropriation of funds by the County Board of Arlington County, Virginia for the specific purpose of satisfying the payment obligations and other lease obligations of Landlord.

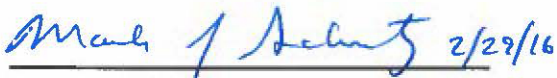
- (b) Role of Landlord/ Landlord Decisions; No Waiver. Landlord's entering into the lease shall not constitute the granting of any governmental approval or consent required to be obtained by Tenant. Nothing in the lease shall be construed to waive any of Landlord's powers, rights, or obligations as a governing authority or local governmental body, including but not limited to its police powers.

- (c) Sovereign Immunity. Neither anything in the lease, nor any action taken by Landlord pursuant to the lease, nor any documents which arise out of the lease shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of Landlord or of its elected and appointed officials, officers, and employees.
- (d) Indemnification and Hold Harmless. The lease shall not contain any provisions by which Landlord, explicitly or implicitly, agrees to indemnify or hold harmless Tenant or any third party or parties from liability of whatever nature.
- (e) No Rights in Third Parties. The lease shall not create in the public, or in any person or entity other than those signing the lease, any rights as a third-party beneficiary.
- (f) Approval and Execution of Lease by Landlord. The lease shall not become effective unless and until Landlord approves the lease and it is executed on behalf of Landlord. If the lease is not approved by, and signed on behalf of, Landlord, then no liability whatsoever shall accrue to Landlord, and Landlord and Tenant shall have no obligation whatsoever to each other.

This proposal is a non-binding letter of intent. It outlines the principal business terms of a proposed lease agreement whereby Landlord would lease the Premises to Tenant. This letter does not constitute an offer or create a legally binding obligation on Landlord's part, and does not constitute a promise, by or on behalf of Landlord, to enter into a lease of the Premises or other space. Neither of the parties to this letter of intent shall have any obligation to the other until a deed of lease is mutually signed and delivered.

If this proposal is acceptable, please return an executed original to my attention.

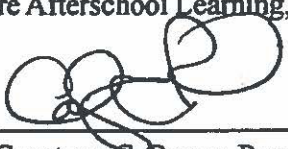
Sincerely,

 2/22/16

Mark Schwartz
County Manager

ACKNOWLEDGED AND ACCEPTED:

Aspire Afterschool Learning, a Virginia corporation

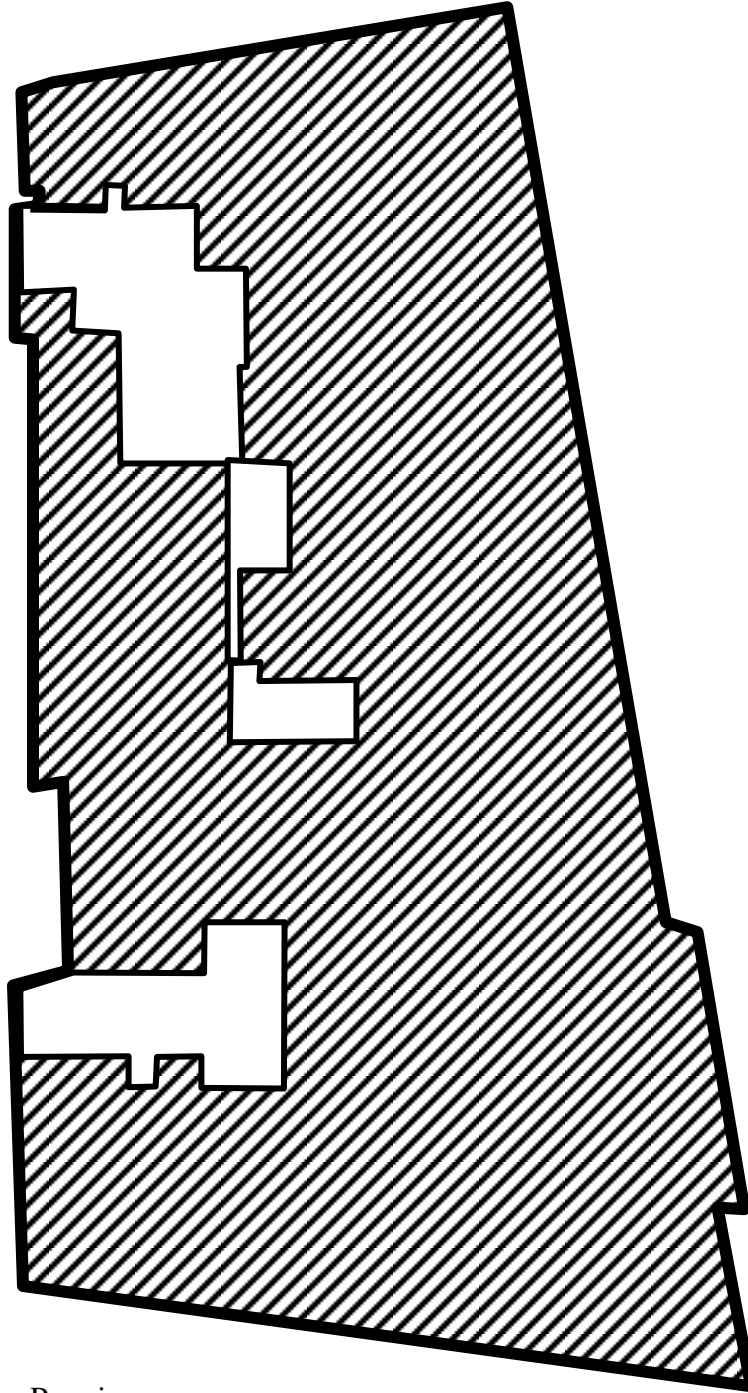
By: 
Courtney C. Reeve, President

Date: 2/26/16, 2016

EXHIBIT A

DEPICTION OF PREMISES

Third Floor, Arlington Mill Community Center



 Premises