

**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	June 21, 2021
Action Required:	Approval of Virginia Discovery Museum Lease
Presenter:	David Brown, Public Works Director
Staff Contacts:	David Brown, Public Works Director Mark Zavicar, Facilities Maintenance Manager
Title:	Virginia Discovery Museum Lease

Background: The Virginia Discovery Museum was incorporated in 1981 and celebrated its 25th anniversary on the Charlottesville Downtown Mall on May 1, 2015. The City's offer of a low-cost property lease was essential to getting the Museum off the ground, and to ensuring that it remains an inexpensive place for generations of children to discover the historical and natural world around them.

The Museum's mission is "to bring young children and families together to engage minds, excite imaginations and explore the world around them." Admission exceeds more than 60,000 visitors a year from all over the United States and beyond. In its history, the Museum has welcomed more than 885,000 visitors and become an anchor and economic driver for the Mall's East End.

The Virginia Discovery Museum is a children's museum in Charlottesville and has been a vital and active organization in the Charlottesville/Albemarle community. It presents community-wide events, summer camps for children, and dedicated to providing developmentally appropriate, engaging hands-on programs and exhibits for young learners related to history, science, and the humanities. In support of its mission, the museum offers free and low-cost outreach programs aimed at addressing the needs of underserved children in our community.

Discussion: The proposed lease agreement is consistent with the spirit of past agreements. The Museum is responsible for the majority of basic operating functions and costs, excepting those maintenance functions provided by the City which are deemed critical to the integrity and safety of the building. Rent has been increased to offset the costs of those maintenance services over the previous five years, and a provision has been included to increase the rent annually to keep pace with inflation.

This proposed lease also includes the portion of the Downtown Mall occupied by the carousel, previously addressed via a separate lease agreement.

Alignment with City Council's Vision and Strategic Plan: A Center for Lifelong Learning

Community Engagement: A public hearing is requested to be held for the attached agreement to receive public comment.

Budgetary Impact: The proposed lease would continue the historically neutral budgeting approach for the upcoming year. The approved 2021-2022 fiscal year operating budget assumed that maintenance/operations costs would be offset by rent consistent with that received in the previous fiscal year.

Recommendation: Approval of lease.

Alternatives: Continue lease negotiations or open the building lease to a competitive process.

Attachments:

- 1) Resolution approving a Lease of City Property to the Virginia Discovery Museum, INC
- 2) Lease – Virginia Discovery Museum (2021)

RESOLUTION

APPROVING A LEASE OF CITY PROPERTY TO THE VIRGINIA DISCOVERY MUSEUM, INC.

WHEREAS, the Virginia Discovery Museum of Virginia, Inc. (“VDM”) (i) maintains its offices, and operates a museum, within certain premises at 524 East Main Street, Charlottesville, Virginia, and (ii) operates an outdoor children’s carousel, as the tenant under certain lease agreements with the City of Charlottesville, Virginia (City), and the term of such lease agreements will expire June 30, 2021; and

WHEREAS, the City and VDM desire to enter into a new five-year lease agreement for all of the space currently occupied by VDM, to take effect July 1, 2021, under the terms and conditions of a proposed Lease presented to and reviewed by this Council in conjunction with its consideration of this Resolution (“Proposed Lease”); and

WHEREAS, in accordance with Virginia Code Section 15.2-1800(B) City Council conducted a public hearing on the Proposed Lease and has determined that the Proposed Lease contains suitable terms upon which VDM’s tenancy may be approved; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHARLOTTESVILLE that the Proposed Lease with VDM is hereby approved, and the City Manager is hereby authorized: (i) to execute a final Lease with VDM, upon terms and conditions consistent with those set forth within the Proposed Lease and approved as to form by the City Attorney’s Office, and (ii) to act as the authorized agent of the City Council for the administration of the lease with VDM, for giving such approvals and notices, and for exercising such rights as may be authorized or reserved to the City within such Lease.

LEASE

THIS LEASE is made by and between THE CITY OF CHARLOTTESVILLE, VIRGINIA, a municipal corporation and political subdivision of the Commonwealth of Virginia (herein, "City"), and the **VIRGINIA DISCOVERY MUSEUM, INC.**, a nonprofit corporation organized and operating in accordance with the laws of the Commonwealth of Virginia (herein, "Tenant").

For in consideration of the terms, conditions and mutual covenants contained herein, the parties agree as follows:

1. **Lease of Property.** City hereby demises and lets to Tenant, and Tenant hereby leases from City, certain real estate described as follows:

(A) Space within the lower level, ground floor, and second floor of the building located at 524 East Main Street, Charlottesville, Virginia, and all appurtenances thereunto pertaining (hereinafter, the "Premises"), and

(B) a portion of the public right-of-way in the 500 block of the City's Downtown Mall, enclosed by a fence, containing a carousel that measures approximately 9½ feet in diameter and 8½ feet in height (hereinafter, the "Carousel Space") in the City of Charlottesville, Virginia.

The ~~demised Premises and Carousel Space are real estate is~~ more particularly described within *Exhibit A*, attached and incorporated herein by reference. Each party warrants that it has had adequate opportunity to inspect the condition of the Demised Premises and Carousel Space, and that all such premises are in a condition acceptable to both parties and are to be demised under this Lease in an as-is condition.

The Premises and Carousel Space are demised together with a nonexclusive right to use of all sidewalks, elevators, entrances, hallways, stairs and the other areas within or appurtenant thereto which are designed for common use.

2. **Term.** The initial term of this Lease shall be for a period of five years ("Lease Term"), commencing on July 1, 2021~~16~~ ("Commencement Date") and expiring at midnight on June 30, 2026~~21~~ ("Expiration"), unless sooner terminated by the City or the Tenant in accordance with the terms and conditions of this lease. In the event that Tenant holds possession of the Premises or Carousel Space following the expiration or earlier termination of the term of this Lease, then Tenant shall become a tenant from month-to-month on the terms and conditions of this Lease, and rent shall continue as provided within this Lease.

3. **Rent.** Tenant shall pay to the City as Rent for the Premises and Carousel Space, ~~in~~ the total sum of Three Thousand Six Hundred Dollars (\$3,9~~6~~00.00) annually ("Rent"), payable in monthly installments of Three Hundred Dollars (\$32~~5~~00.00) each ("Monthly Installment"), without notice or demand therefor. The first Monthly Installment shall be due

on the Commencement Date; thereafter, a Monthly Installment shall be due to the City on or before the first day of every calendar month. In the event that a termination of this Lease takes effect on a day other than the last day of a month, that last month's Rent may be prorated accordingly by the City. Each Monthly Installment shall be paid to the City without any setoff or deduction whatsoever.

The City may increase the Rent not more than once per year during the Lease Term, as follows: on or before April 1 of any year during the Lease Term, other than the year in which the Lease will expire, the City may give notice to the Tenant of a rent increase proposed to take effect on the July 1st next following the date of such notice.

The amount of the rent increase shall be the greater of: (i) the percentage increase of the Consumer Price Index for All Urban Consumers for All Items [CPI-U (1982-1984 = 100)], if any, that occurred during the preceding twelve months, or (ii) three percent (3%) of the Rent payable at the time the City's notice is given.

4. **Security Deposit.** No security deposit shall be required of Tenant.
5. **Utilities.** Tenant shall be responsible for telephone, cable television, internet and other communications service/utility charges provided to or utilized by Tenant at the Leased Premises, and for water, electric and gas utility services delivered to the Leased Premises for or in connection with Tenant's use and occupancy.
6. **Use of Premises.**
 - (A) Tenant represents and warrants that it will utilize the Premises as office space for its operations, and as a children's museum (inclusive of activities as are reasonably and necessarily incidental thereto). The Premises shall not be utilized for any other purpose(s) without the advance written permission of the City.
 - (B) In its use and occupancy of the Premises and the Carousel Space, Tenant shall comply with (i) applicable laws, ordinances, and regulations. Tenant's obligations under this paragraph shall include, without limitation, compliance with health/sanitary, building and fire codes, and related regulations, applicable to the use and condition of the Leased Premises, and (ii) Tenant shall also comply with rules set forth within Exhibit B to this Lease, and any other rules that may be established by City from time to time hereafter as deemed necessary for the safe and healthy use of the Premises and Carousel Space.
 - (C) Tenant shall not keep or have, on or within the Premises or the Carousel Space, any article or thing of a dangerous, flammable or explosive character which might present or increase the danger of fire.
 - (D) The museum located within the Premises, and the Carousel Space, shall be open to the public at least five (5) full days per week, during at least forty-eight (48) weeks per year. For purposes of this Lease, a "full day" shall mean at least six (6) hours of being open to the public. The Tenant shall give notice to the City of any substantial reduction in the days and times at which the Premises or Carousel Space are open to the public. As of the Commencement Date, the established days and times are: (i) Monday-Saturday: open 10:00 a.m. to 5:00 p.m., and (ii) Sundays: open by

reservation for private parties.

7. **Maintenance of Premises and Carousel Area.**

- (A) City shall at its expense maintain and keep in good repair (i) the roof and exterior walls of the building in which the Premises are situated; (ii) plumbing and permanent electrical wiring serving the Premises; (iii) the heating, cooling and air conditioning systems, and plumbing fixtures that serve the Premises. Notwithstanding any other provision of this Lease, the cost of any maintenance, repair or replacement of the items referenced in (i)-(iii), above, required as a result of the negligence or willful act of Tenant, its employees, agents or invitees, shall be borne by Tenant. As part of its normal maintenance of the Downtown Mall, the City will remove tree limbs, bark and leaves, and snow, from within the Carousel Space, but not from the carousel itself. City will maintain the brick located within the Carousel Space.
- (B) Tenant shall be responsible for routine, non-structural repairs and maintenance of the Premises, and for all repairs and maintenance of the improvements within the Carousel Space (the carousel, fence enclosing the Carousel Space, and any fixtures, signs and equipment installed by Tenant). Tenant shall keep the demised real estate in neat and clean condition, and shall provide and pay for all janitorial services for the interior and exterior of the Premises and the Carousel Space, including, but not limited to trash disposal and pest control services. Tenant shall keep and maintain the Premises and the Carousel Space in the condition in which they exist on the Commencement Date, with exception of reasonable wear and tear and damage caused by accidental fire or other casualty. Tenant shall be responsible for any maintenance and repair of the Premises and Carousel Space necessitated by or attributable to actions of Tenant, its invitees, agents or employees, in excess of reasonable wear and tear. Tenant shall keep the Leased Premises free of vermin.

8. **Furnishings, Fixtures, Equipment and other Property.**

- (A) The Premises may contain certain fixtures and equipment, as may be reflected on building plans in the possession of the City (which plans are available for inspection by Tenant at all regular business hours) (“City Fixtures and Equipment”). Any additional furnishings, fixtures, equipment or other property required by Tenant may be installed by Tenant, at Tenant's expense, with the advance written approval of the City.
- (B) All furnishings, fixtures, equipment and other property belonging to the Tenant, located on or about the Premises and Carousel Space, shall be there at the sole risk of the Tenant, and the City shall not be liable for the theft or misappropriation thereof, or for any damage or injury thereto, or for damage or injury to the Tenant or any of Tenant’s officers, agents, or employees or to other persons or to any property caused by fire, explosion, water, gas, electricity, leaks from the roof or other portion of the building, the bursting or leaking of pipes, plumbing, electrical wiring and equipment

or fixtures of any kind, or by any act or neglect of other tenants or occupants of the building, or due to any other cause whatsoever, unless resulting from the willful acts of the City, its employees, agents or representatives for which it/ they may be held responsible under the laws of the Commonwealth of Virginia.

(C) Tenant shall give immediate notice to the City in case of fire or accident occurring within the Premises or Carousel Space, or of any defects, damages or injury therein or in any City Fixtures or Equipment.

9. **Alterations.** Alterations and improvements may be made by the Tenant to the Premises or Carousel Space, but only with the City's advance written consent. Upon the expiration or earlier termination of this Lease, Tenant's alterations and improvements shall be removed, and the Premises and Carousel Space returned to their condition as of the Commencement Date, unless the City agrees otherwise in writing.
10. **Signs.** Tenant shall not display or erect any lettering, sign, advertisement, sales apparatus or other projection in any manner or place such that they are visible from locations exterior to the Premises (excluding interior window and door glass), except with the advance written approval of City and, when required, with a valid certificate of appropriateness. All existing signs may remain.
11. **Taxes.** During the term of this lease, and unless otherwise exempt by state law or local ordinance, the Tenant shall be responsible for, and shall pay directly to the City of Charlottesville (A) any real estate taxes and assessments imposed on its share of the leasehold interest, and (B) personal property, business license or other taxes imposed by the Commonwealth of Virginia or the City of Charlottesville.
12. **Liability Insurance.** Tenant, at its sole cost and expense, shall obtain and keep in force comprehensive public liability insurance coverage in a minimum limit of no less than \$1,000,000 per occurrence, throughout the term(s) of this Lease. The policy shall include, without limitation, coverage for bodily injury and property damage to the Leased Premises. This insurance coverage shall be primary with respect to any other insurance maintained by the Tenant or City. ("Required Insurance")

Prior to the Commencement Date, and thereafter, upon request by the City, the Tenant shall provide the City with evidence, satisfactory to the City, of the Required Insurance.
13. **Assignments.** Tenant shall not assign any of its rights or obligations under this Lease, or sublease the Leased Premises, without the prior written consent of City.
14. **City's Right of Entry.** The City may enter the Carousel Space at any reasonable time, and the City may enter the Premises after giving reasonable advance notice to the Tenant, in either case for the purpose of inspecting the demised real estate, performing any work which City elects to undertake or is required by this Lease to perform, exhibiting the Premises for sale or lease, and for any other reasonable purposes consistent with the parties' rights and obligations under this Lease. In case of emergency, the City may enter the Premises without

advance notice to or consent of the Tenant; provided, however, the City shall give notice to the Tenant of an emergency entry within a reasonable amount of time.

15. **Indemnification.** Tenant shall indemnify City against all liabilities, expenses (including attorney's fees) and losses incurred by City 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 which shall happen in or about the Premises or Carousel Space resulting from any condition, action or operation of the Tenant; (C) failure to comply with any laws, ordinances, regulations or requirements of any governmental authority; (D) any mechanics' lien or security agreement or other lien filed against the Premises, the Carousel Space, or fixtures and equipment therein belonging to City; and (E) any negligent act or omission of Tenant, its officers, employees, and agents.

16. **Right of First Refusal.** If during the Term of this Lease the City receives a bona fide offer from a third party to purchase the Premises, the City shall not accept such offer without first offering the Premises for sale to the Tenant on the same terms and conditions contained in the third-party's offer ("right of first refusal"). Tenant shall have a period of 60 days from the date of such offer, or the time period referenced in the offer, whichever is less, to notify the City of its intention to exercise this right of first refusal. If Tenant declines to exercise this right, or fails to give notice to the City within the required time period, then the City shall have the right to terminate this Lease upon ninety (90) days' advance written notice to Tenant.

17. **Damage by Fire or other Casualty.** If the Premises or Carousel Space shall be rendered untenable by fire or other casualty:
 - (A) City may at its sole option terminate this Lease as of the date of such fire or other casualty, upon 30 days' advance written notice to Tenant. In the event of such termination, rent shall be equitably adjusted.

 - (B) If the City elects not to terminate this under the provisions of subparagraph (A) above, Tenant's rent shall be equitably apportioned according to any space rendered untenable, and City shall at its own cost restore the space to substantially its same condition immediately preceding such loss, provided that the cost of such work shall not exceed the insurance proceeds received by City on account of such loss, and the City shall not be required to pay for, restore or replace any furnishings, fixtures, or equipment of the Tenant. During the period in which the any demised space(s) are untenable, the Rent shall be suspended, and the Lease Term may, at the Tenant's option, be extended by an equivalent period of time. If City fails to substantially complete the restoration of the demised spaces within 90 days after such fire or other casualty (subject to allowance for delay that is not the fault of either City or Tenant) then either party may terminate this Lease by giving written notice to the other party within 15 days following the expiration of the 90-day restoration period.

18. **Default; Surrender.**

- (A) Each of the following shall constitute an Event of Default: (i) if the Premises shall be vacated by Tenant prior to the end of the Lease period, or if Tenant is absent from the Premises for more than 10 consecutive days; (ii) if Tenant files a voluntary petition in bankruptcy, or is adjudged bankrupt or insolvent by any federal or state court, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state law or regulation relating to bankruptcy, insolvency or other relief for debtors, or consents to or acquiesces in the appointment of any trustee, receiver or liquidator, or makes any general assignment for the benefit of creditors; (iii) if any monthly installment of Rent as herein called for remains overdue and unpaid for 30 days; (iv) failure of Tenant to maintain its status as a charitable, non-profit organization; and (v) if there shall be a default by Tenant in the performance for any other material obligation under this Lease agreement for more than 10 days following written notice thereof from City.
- (B) In the event of an Event of Default, City may, at its option, declare this Lease to be terminated and canceled, and may take possession of the Premises and Carousel Space. In such case, City may at its option, re-let the Premises and Carousel Space, or any part thereof, as agent for Tenant, and Tenant shall pay City the difference between the rent herein provided for during the portion of the Lease term remaining at the time of re-possession and the amount, in any, received under such relating for such portion of the Lease term.
- (C) Upon the expiration or earlier termination of the initial term of this Lease, or of any renewal term, Tenant shall quit and surrender the Premises and Carousel Space to City in good order and condition, ordinary wear and tear excepted. Tenant shall, on or prior to the Expiration Date or earlier termination date, remove all of its property (inclusive of all Tenant-owned furnishings, fixtures, equipment and all other property). Thereafter, within two weeks of such date, Tenant shall repair all damage to the Premises and Carousel Space caused by such removal and make restoration in accordance with the terms and conditions of this Lease. Any property of the Tenant that remains on the Premises or within the Carousel Space after the expiration or termination of this Lease may be treated by the City as abandoned property. In the event that such remaining property is worth (collectively) less than two thousand dollars, it shall collectively be deemed abandoned and may be immediately removed by the City disposed of as trash.

19. **Miscellaneous covenants.** Tenant shall faithfully observe and perform the following covenants, in addition to the other terms, conditions and covenants of this Lease:

- (A) Tenant shall not do or permit anything to be done in the Premises or Carousel Space, or bring or keep anything therein, which will or may: increase the rate of fire insurance of the building of which the demised real estate is a part, or obstruct or interfere with the rights of any other tenant(s).

(B) Tenant shall not keep any animal(s) in or about the Premises or Carousel Space.

(C) Tenant agrees to keep all windows and exterior doors closed in the Premises in order to assure proper functioning of heating and air conditioning systems and to prevent damage to the Premises, and upon failure to do so, agrees to pay for any damage caused thereby.

(D) Tenant shall observe reasonable rules and regulations established from time to time by the City for the promotion of the convenience, safety or welfare of tenants and invitees, after being given notice thereof by the City.

20. **Quiet Enjoyment.** Upon payment by Tenant of all Rent and other sums provided to be paid in this Lease, and the observance and performance of all of the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall have the peaceful and quiet use of the Premises, and all rights, servitudes and privileges belonging to, or in any way appertaining thereto, or granted hereby for the terms stated, without hindrance or interruption by City or any other person or persons lawfully claiming by, through or under the City; subject, nevertheless, to the terms and conditions of this Lease.

21. **Notices.** Notices under this Lease shall be in writing, signed by the party giving such notice, and shall be hand-delivered or sent by: (i) United States Mail, or (ii) electronic mail, addressed to a party at its address given below, or to such other address as a party may have furnished to the other by written notice. Any notice sent by U.S. mail shall be deemed to have been given as of the time-said notice is deposited in the United States Mail. The parties' designated representatives and addresses for purposes of notices and communications pertaining to this Lease are as follows:

City: City of Charlottesville- Attention: City Manager
Mail: P.O. Box 911
Delivery: 605 E. Main Street
Charlottesville, Virginia 22902
Email: citymgr@charlottesville.org

Tenant: Virginia Discovery Museum—Attention: Lindsay Jones, Director of Operations
Mail: 524 East Main Street
Delivery: 524 East Main Street
Charlottesville, Virginia 22902
Email: director@vadm.org

22. **Governing Law.** This Lease shall be construed under and governed by the laws of the Commonwealth of Virginia.

23. **Waiver.** Failure of the City to insist, in any one or more instances, upon a strict performance of any term, condition or covenant of this Lease, or to exercise any right or option herein provided, shall not be construed as a waiver or relinquishment of such right or option, and

such right or option shall continue and remain in full force and effect. No waiver by the City shall be effective unless set forth in a writing signed by an authorized representative of the City.

- 24. **Exhibits.** The following exhibit(s) are attached and incorporated herein by reference, as if set forth herein verbatim: *Exhibit A (Floor Plan)*

- 25. **Entire and Binding Agreement.** This Lease sets forth the entire agreement between the parties, and there are no other terms, conditions, agreements or understandings between the parties, respecting the matters which are the subject of this Lease. This Lease is binding upon and shall inure to the benefit of the parties and their respective heirs, successors and assigns.

WITNESS the following signatures and seals as of the date first above written.

City:
CITY OF CHARLOTTESVILLE, VIRGINIA

BY: _____
Charles P. Boyles, II, Its City Manager

Tenant:
VIRGINIA DISCOVERY MUSEUM, INC.

BY: _____

Print Name: _____

Its: _____

EXHIBIT B TO DISCOVERY MUSEUM LEASE (2021 – 2026) **(3 pages, total)**

Facility Terms of Use: City of Charlottesville Buildings and Facilities

Additional Conditions and terms of Use:

- All Conditions set forth in this 'Terms of Use' are understood by the Tenant to be part of the Lease Agreement as executed between the City of Charlottesville and Tenant.

I. Definitions Pertaining to Facility Use Conditions:

Assignable Area:

- Definition: The sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use.
- Description: Included should be space subdivisions of the ten major room use categories for assignable space – classrooms, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified – that are used to accomplish the organization's mission.

Circulation Area:

- Definition: The sum of all areas on all floors of a building required for physical access to some subdivision of space, whether physically bounded by partitions or not.
- Description: Included should be, but is not limited to, public corridors, fire towers, elevator lobbies, tunnels, bridges, and each floor's footprint of elevator shafts, escalators and stairways. Areas deemed ingress / egress as defined by the Fire Marshall's Office.

Building Service Area:

- Definition: The sum of all areas on all floors of a building used for custodial supplies, sink room, housekeeping closets, and for occupant rest rooms.
- Description: Included should be housekeeping closets or similarly small cleanup spaces, maintenance material storage areas, trash collection points exclusively devoted to the storage of nonhazardous waste created by the building occupants. Loading docks for the explicit use for material pick up or delivery.

Facilities Maintenance: references to “Facilities Maintenance” are to the Division of Facilities Maintenance within the City of Charlottesville Department of Public Works. Contact: Mark Zavicar, zavicarm@charlottesville.gov (434-970-3665)

Mechanical Area:

- Definition: The sum of all areas on all floors of a building designed to house mechanical equipment, utility services, and shaft areas.
- Description: Included should be mechanical areas such as HVAC equipment, electrical switch gear and transformers, domestic hot water heaters or boilers.

Non-Assignable Area:

- Definition: The sum of all areas on all floors of a building not available for assignment to an occupant or for specific use, but necessary for the general operation of a building.
- Description: Included should be space subdivisions – building service, circulation and mechanical.

Electrical Panel / Fire Alarm Control Panel:

- Definition: The sum of all areas on all floors of a building designed to house electrical sub-panels, fire protection controls, and security controls integrated into the building operations.
- Description: Including electrical distribution sub-panels, Fire Alarm Panels and Security or Access Control Panels.

II. Terms of Use:

A. General Conditions:

- No food products are to remain in an open and unsealed condition at end of business, where promotion of insect or other pest infestations could occur.
- Gates or other facility modifications for the purpose of securing areas, are not authorized without explicit authorization and approval from Facilities Maintenance and the City of Charlottesville Fire Marshal
- Building Fire and Evacuation Drills to be administered in accordance with Virginia Statewide Fire Prevention Code and City of Charlottesville Fire Marshal requirements, including, but not limited to, use of designated ingress / egress routes.

B. Custodial Services:

- Tenant to submit in writing for approval, a cleaning service schedule sufficiently detailed to address facility occupancy in all Assignable Areas.
- Janitorial and sanitizing cleaning agents must only be used and in the manner specified by the product manufacturer.
- Cleaning agents used for the purpose of cleaning and sanitizing Assignable Areas, must be pre-approved by Facilities Maintenance.

- All cleaning chemicals must be stored in accordance with standards through OSHA, NFPA and Industry Best Practices and limited to storing in Building Service Areas.
- Chemical Management:
 - An inventory of all stored chemicals used by tenant must be made available to Facilities Maintenance.
 - Facilities Maintenance reserves the right to deny storage of any chemical or otherwise volatile material that presents a clear hazard to building and / or occupants.
 - SDS for each stored chemical must be displayed in a visible and easily assessable station near stored chemicals.
 - Chemical agents must not be stored on any wood, or otherwise absorbent material and must be stored on Facilities Maintenance approved shelving systems in a manner consistent with OSHA, NFPA and Industry standards and best practices.
 - Dry goods or other cardboard boxed items to be stored in a manner consistent with industry best practices and in accordance with the Virginia Statewide Fire Prevention Code and City of Charlottesville Fire Marshal requirements.
 - Floor surface to remain clean and clear of any material that presents hazards or rite of passage concerns in all Assignable, Circulation and Building Service Areas.
- Lighting:
 - All lighting fixtures must contain a full contingent of light products s as specified by the light fixture. No failed or diminished light bulbs in lighting fixtures.
 - Light fixture diffusers must be periodically cleaned to promote a safe and healthy environment.
- Boiler and Mechanical Rooms:
 - Tenant shall not use and under any circumstance, any space in areas containing Boiler, Mechanical, or main electrical switch gear. Mechanical Areas to be accessible by Facilities Maintenance only unless otherwise authorized by Facilities Maintenance.
- Electrical Panel / FACP
 - Electrical Panel and FACP closets are not authorized to be used for storage by the tenant as found in Mechanical Areas.
 - Electrical Sub-Panel closets may be conditionally used and only under authorization from Facilities Maintenance.
- Circulation Areas:
 - Under no conditions will stairways and stairway landings be used for storage or as an interim space for inventory replenishment.
 - No non-emergency or non-directional signage or communication notices are authorized to be placed on walls or on any free standing easels on stairway landings.
 - All circulation areas are to be free of obstructions and kept clean in accordance to Industry Best Practices.
 - Circulation Areas must be used and maintained in conformity with the Virginia Statewide Fire Prevention Code and City of Charlottesville Fire Marshal requirements regarding Ingress / Egress routes.

EXHIBIT A TO DISCOVERY MUSEUM LEASE
(3 PAGES, TOTAL)

Description of Premises

Areas within the building located at 524 East Main Street on the Downtown Mall, designated on 2016 City Real Estate Tax Map 53 as Parcel 70, including the lower floor, ground floor, and second floor space depicted on the Floor Plan included as part of this Exhibit A, and all City-owned furnishings, fixtures and equipment located therein, and all appurtenances thereunto pertaining.

Description of Carousel Space

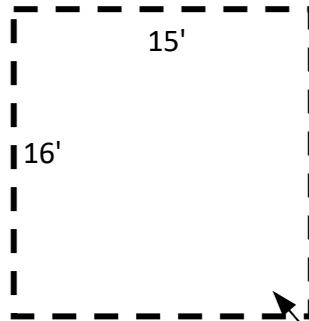
All that area of public right-of-way land on the Downtown Mall, located in the 500 block of East Main Street, encompassing approximately 990 square feet of space and located directly in front of 524 East Main Street, as shown on the Virginia Discovery Museum Carousel Space drawing (dated August 26, 2016) included as part of this Exhibit A.

6th Street NE

Market Street Parking Garage
513 E Main Street

Charlottesville City Hall
605 E Main Street

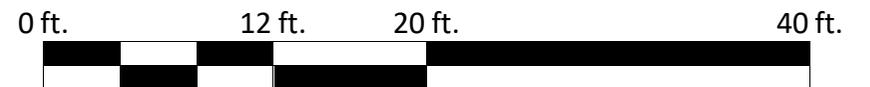
E Main Street



Carousel Space

512-520 E Main Street

524 E Main Street



Virginia Discovery Museum Carousel Space