

**LEASE AGREEMENT
(MUNICIPAL BUILDING AND GROUNDS)**

This Lease Agreement (the “Lease”) is dated as of October __, 2024 (the “Effective Date”) by and between the **TOWN OF WESTPORT** (the “Town”) and **LONGSHORE SAILING SCHOOL, INC.** (the “Tenant”). The Town and the Tenant are each sometimes referred to below as a “Party” and collectively as the “Parties”.

1. Definitions. Capitalized words and phrases in this Lease shall have the meanings ascribed to them below. Other capitalized words and phrases are defined elsewhere in this Lease.

a. “Additional Rent” means any sum that Tenant is obligated to pay to the Town under any provision of this Lease.

b. “Approval” means approval by the applicable person or persons in writing.

c. “Base Rent” means the sums due under Section 4, below.

d. “Building” means the structure indicated as *Building* on the Detailed Image.

e. “Business Day” mean any day other than Saturday, Sunday or a day on which banks are closed in the State of Connecticut.

f. “Combined Business” means the Instructional Program, the Rental Business and the Incidental Merchandise Business.

g. “Commission” means the Westport Parks and Recreation Commission.

h. “Consent” means the consent of the applicable person or persons in writing.

i. “CPI” means the Consumer Price Index - All Urban Consumers (CPI-U) – U.S. city average All Items (1982-84 = 100), or any revised or successor index, published by the Bureau of Labor Statistics of the United States Department of Labor.

j. “Department” means Westport Parks and Recreation Department.

k. “Designated Lot” means the parking area indicated as *Designated Lot* on the Wide Image.

l. “Detailed Image” means the aerial image attached as Exhibit B.

- m. “Director” means the Department’s Director.
- n. “Incidental Merchandise” means materials directly related to the Instructional Program, as reasonably determined by the Commission. *Examples of Incidental Merchandise include instructional aids, books, life vests and promotional t-shirts, sweatshirts and hats.*
- o. “Incidental Merchandise Business” means the sale of Incidental Merchandise.
- p. “Instructional Program” means a program of youth and adult sailing and small boat operation.
- q. “Leased Premises” means and includes the Operations Area and the Winter Storage Area.
- r. “Operations Area” means the area designated as *Operations Area* on the Detailed Image, including the Building and all other structures now or hereafter constructed.
- s. “Park” means Longshore Club Park, as shown on the Wide Image.
- t. “Rental Business” means a business of renting small boats such as sail boats under 20 feet in length, kayaks and paddle boards.
- u. “Rent” means Base Rent and Additional Rent.
- v. “Sailing Season” means, with respect to any calendar year during the Term, the period commencing on the Friday before Memorial Day and ending on Labor Day.
- w. “Session” means a class of sailing instruction held in the Park.
- x. “Superintendent” means the Town’s Superintendent of Facilities.
- y. “Term” means the period of time during which Tenant is entitled possession of the Leased Premises in accordance with the provisions of this Lease, but does not include any holdover period.
- z. “Wide Image” means the aerial image attached as Exhibit A.
- aa. “Winter Storage Area” means the area designated as *Winter Storage Area* on the Detailed Image.

2. The Leased Premises. Town hereby leases to Tenant the Operations Area and the Winter Storage Area, provided that Tenant’s use of the Winter Storage Area shall be limited to storage of floating docks and equipment during the winter months. In addition, Tenant is

granted the right to the nonexclusive use of the common walkways and other public or common areas located within the Operations Area and the Winter Storage Area.

3. Initial Term and Extension Option. Unless sooner terminated pursuant to the provisions of this Lease, the Term shall begin on the Effective Date and end on October 31, 2029 (the “Initial Term”). Tenant shall have the option to extend the Initial Term for one 5-year period, beginning November 1, 2029 and ending October 31, 2034, subject to such conditions as are mutually agreed upon by the Town and the Tenant.

4. Base Rent. The Base Rent for the Initial Term is payable in five (5) annual installments each of which shall be due on **April 15**. Base Rent for the first year of the Initial Term will be **\$10,000.00**. Base Rent for each subsequent year of the Initial Term will be the product of the Base Rent for the immediately preceding year and the percentage increase in the CPI. For the avoidance of doubt, the Base Rent shall not decrease from one year to the next even if there is a decrease in the CPI.

5. Permitted Uses. Tenant shall use the Leased Premises solely for the Combined Business. Tenant shall not authorize or permit the Leased Premises to be used for any other purpose or purposes whatsoever.

6. Restrictions and Obligations. Tenant shall comply with the following restrictions and obligations.

a. Tenant shall not use, or authorize or permit anyone to use, any part of the Leased Premises for any use or purpose contrary to the provisions of this Lease or in violation of the laws or regulations of the United States of America, the State of Connecticut or the ordinances, regulations or requirements of the Town.

b. Tenant shall deliver to the Director on or before December 15 of each year a written schedule of all boats, itemized by design type (*for example, kayak, paddle board, sunfish*), to be used by Tenant for the next Sailing Season (the “Boat Inventory”). The Boat Inventory shall be subject to Approval by the Commission or the Director, which Approval shall not be denied unless the Boat Inventory materially deviates from the Boat Inventory approved by the Commission or the Director for the immediately preceding Sailing Season. For the 2025 Sailing Season the Boat Inventory shall not exceed 103 (the “Initial Boat Limit”). The Initial Boat Limit reflects the Town’s current policy on the maximum number of boats that will be permitted for use by Tenant throughout the Term. Consequently, the Initial Boat Limit is likely to remain in effect throughout the Term absent some unforeseen change in Town policy, consumer preferences or boat technology. Tenant shall not, at any given time, store or operate on the Leased Premises more than the number of boats listed in the Boat Inventory.

c. Tenant shall deliver to the Director on or before December 1 of each year a proposed course description and fee schedule (the “Course and Fee Schedule”) for the next Sailing Season. The Course and Fee Schedule shall be subject to Approval of the Commission, which Approval shall not be denied unless the course and Fee Schedule materially deviates from the Course and Fee Schedule Approved by the Commission for the immediately preceding

Sailing Season. The Course and Fee Schedule for the 2025 Sailing Season is attached as Exhibit C. Tenant shall not offer courses of instruction that materially deviate from the description in the Course and Fee Schedule nor charge fees greater than those listed in the Course and Fee Schedule without the prior Consent of the Commission. Tenant shall not advertise the fee schedule with respect to the Combined Business prior to the Approval of the Course and Fee Schedule by the Commission.

d. Tenant shall not sell food, beverages or any other items that are not Incidental Merchandise.

e. Tenant shall comply with all rules and regulations adopted by the Commission applicable to the use of the Park.

f. Tenant shall provide lifesaving equipment at the Operations Area, including life preservers and an appropriate number of chase boats and qualified operators.

g. Tenant shall keep the Leased Premises free of uncontained building materials, broken and obsolete equipment, debris, trash and rubbish at all times. All sailing equipment, parts and accessories shall be neatly stored when not in use. Broken and obsolete equipment shall be promptly removed from the Park and disposed of in accordance with applicable laws and regulations. Without limiting the generality of the foregoing, following the conclusion of each Sailing Season, with regard to all sailing equipment that Tenant intends to use during the next Sailing Season, Tenant shall cause the equipment to be arranged in a neat and orderly fashion, secured with cables and padlocks and located only within the Winter Storage Area and areas of the Operations Area that are safe from extreme high water.

h. No flammable materials shall be stored within the Building or in any open or improper container on the Leased Premises.

i. Tenant shall surrender the Leased Premises at or upon the termination of this Lease in broom clean condition in at least as good condition as the Leased Premises were on the Effective Date, reasonable wear and tear excepted.

j. Except for interior painting, Tenant shall not make any alteration or improvement to the Leased Premises or to any of the buildings or structures located within the Leased Premises unless Tenant has secured all approvals and permits required under applicable Connecticut statutes and the Town's regulations and ordinances and obtained the Approval of the Director and the Superintendent. The Director and the Superintendent may, prior to delivering Approval, require Tenant to submit improvement plans, the identity of the contractor or contractors to perform the work and references for those contractors. Prior to commencement of alteration or improvement work, the Town may, in accordance with applicable statutes and the Town's customary practices, require Tenant to deliver performance and labor and materials payment bonds. Prior to commencement of alteration or improvement work, the Town will require Tenant to deliver a certificate or certificates of insurance for each contractor, showing public liability insurance coverage, workers' compensation insurance coverage and any other insurance coverage reasonably required by the Town, which certificate or certificates shall name

the Town as an additional insured and provide that the coverage will not be canceled or non-renewed without at least thirty (30) days' advance written notice to the Town. All work performed by or through Tenant shall be performed in full compliance with all applicable laws, codes and regulations and shall be carried out in a prompt and workmanlike manner. Tenant will be responsible for the cost of all permits and will promptly pay all contractors and suppliers hired by Tenant to furnish labor or materials.

7. Parking.

a. During the Sailing Season, Tenant shall instruct its employees to park in the Designated Lot. Tenant shall use its best efforts to require the compliance of its employees with that parking requirement. This Section 7(a) shall not apply to Jane Pimentel and, during periods of Jane Pimentel's temporary absence from the Leased Premises, one employee designated by Jane Pimentel to manage the Combined Business.

b. Students and customers of Tenant shall be entitled to park as follows.

i. Holders of current Town-issued beach emblems shall be entitled to park in any lot in which they are entitled by their beach emblems.

ii. Tenant shall instruct persons not holding current Town-issued beach emblems to park in the Designated Lot.

8. Utilities. The Town shall provide electrical service, running water and regular trash removal service for the Leased Premises. Telephone service and bulk waste removal shall be arranged and paid for by Tenant. The Town's obligations under this Section 8 shall be limited to the period from March 1 to October 31 each year. The Town shall not, however, take any action to interrupt the electrical service to the Building.

9. Repairs and Maintenance.

a. Tenant shall, at Tenant's expense, keep the Leased Premises, including all buildings, structures, improvements, fixtures, and furnishings therein, in good order, repair and condition at all times during the Term. In addition, Tenant shall, at Tenant's expense but under the supervision and subject to the prior Approval of the Director and the Superintendent, and within any reasonable period of time specified by the Director or the Superintendent, promptly and adequately make all non-structural interior repairs to the Building; provided however, that, at the Town's option, or if Tenant fails to make such repairs, the Town may, but need not, make such repairs and replacements, and Tenant shall pay the Town the cost thereof, which cost shall be deemed Additional Rent.

b. The Town shall, at the Town's expense: mow the lawn; paint the exterior of the Building, as necessary; and perform structural repairs to the Building, as necessary, including replacing the Building's roof, unless the roof is covered by a manufacturer's or installer's warranty. Town personnel may, but shall not be required to, enter the Leased Premises at all reasonable times to make such repairs, alterations, improvements and additions to the

Leased Premises or to the buildings thereon or to any equipment located in the buildings as the Town shall desire or deem necessary or as the Town may be required to do by governmental or quasi-governmental authority or court order or decree.

c. Notwithstanding Section 9(a), the Town shall hold Tenant harmless from damage to the Building caused by the negligent or willful misconduct of Town employees. If the Building is partially damaged due to the circumstances described in this Section 9(c), then the Base Rent shall be abated until repairs are made, according to the percentage of the Building, if any, that is rendered unusable.

10. Covenant Against Liens. Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attached to or be placed upon the Leased Premises and any and all liens and encumbrances created by Tenant shall attach to the Tenant's interest only. The Town shall have the right at all times to post and keep posted on the Leased Premises any notice which the Town deems necessary for protection from liens. Tenant covenants and agrees not to suffer or permit any lien of contractors, suppliers or others to be placed against the Leased Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to the Tenant or the Leased Premises, and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to cause it to be released and removed of record (or bonded over) within sixty (60) days. If such a lien is not released and removed of record (or bonded over) within sixty (60) days or, if later, within thirty (30) days after the date Notice of the lien is delivered by the Town to the Tenant, then the Town, at its sole option, may immediately take all action necessary to release and remove the lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by the Town in connection with the lien shall be deemed Additional Rent and shall immediately be due and payable by the Tenant.

11. Exclusivity. Other than the Tenant, the Town shall not conduct, authorize or sponsor any sailing instructional program in the Town of Westport. In addition, the Town shall not conduct, authorize, or sponsor any boat rental business within the Park without Tenant's prior Consent. If the Town elects to conduct, authorize, or sponsor any boat rental business on Town-owned land outside the Park, the Town shall deliver at least sixty (60) days' notice to Tenant and shall first offer the boat rental business opportunity to the Tenant. Tenant shall have sixty (60) days within which to elect to accept the boat rental business opportunity and propose terms to the Town. The Town shall not be required to accept the terms proposed by the Tenant. If the Tenant fails to propose terms acceptable to the Town, the Town may proceed to offer the boat rental business opportunity to such other third party or parties as may be interested, provided that the Town shall not accept terms less favorable than those offered by the Tenant. Nothing in this Section 11 shall prohibit Town boards, commissions, or employees from reviewing or approving an application by a private person to conduct a sailing instructional program or boat rental business on private property.

12. Minimum Service. Tenant agrees to use the Operations Area to conduct the Instructional Program and Rental Business seven (7) days per week during the Sailing Season and on an as-needed basis during other periods for the duration of the Term unless storms or

other natural disasters make it impractical or unsafe. Any deviation from the seven (7) days per week requirement must be Approved in advance by the Director or her designee. The Instructional Program shall include courses in basic boating and basic sailing.

13. Equipment. Tenant is responsible for providing all boats, floating docks, and other equipment required to carry out the terms of this Lease and shall maintain the boats, floating docks and other equipment at the Tenant's expense.

14. Program Quality. Tenant shall operate the Instructional Program in a professional manner. All courses will be supervised by instructors trained and certified, or pursuing certification, in accordance with the nationally recognized Level 1, Dinghy Instructor standards of the United States Sailing Association. All staff of Tenant shall possess valid First Aid, CPR and AED certifications and pass a criminal background check. All staff certifications shall be provided to the Town upon request.

15. Program Access. Tenant shall offer all services under this Lease to the general public with the following restrictions:

a. All Westport residents holding valid Department-issued handpasses will have first choice of available space in scheduled classes for the first fifteen (15) days of the Tenant's registration period for each Sailing Season;

b. All non-residents of Westport shall be charged a fee differential for each course as reflected in Exhibit C; and

c. Final enrollment for registrants in class instruction shall be contingent on their passing a swim test conducted by the Tenant prior to commencing any on-the-water instruction in each course. The swim test shall consist of:

i. Treading water or floating for two minutes; and

ii. Swimming at least fifty (50) yards.

For the purpose of conducting the swim test, the Town shall make the adjacent municipal pool available on a reasonable cooperative schedule with other pool events. A participant need only pass the swim test once to qualify. Tenant shall document the results of the swim test and make the results available to the Town upon request.

16. Profit and Loss Statements, Audit. Upon request, Tenant shall provide a copy of Tenant's Profit and Loss Statement and an expense statement showing Tenant's expenditures for equipment purchases and payments made to all owners and salaried employees for each year of the Term for confidential review by the Town's Finance Director, not for public disclosure. The Town may, at its option, audit the financial records of Tenant on an annual basis.

17. Advertising, Promotion and Boat Sales. Tenant shall be responsible for advertising and promoting the Combined Business at Tenant's expense. Tenant may provide

literature and/or a display in the Department's office building. From time to time, Tenant may offer for sale to the public one or more boats from the Boat Inventory. Aside from a bulletin board notice, no sign shall be erected in the Park advertising boats for sale.

18. Default. The occurrence of any of the following shall constitute a default of this Lease by Tenant.

a. Any failure by Tenant to pay any Rent when due, where the failure continues for five (5) days after Notice from the Town to the Tenant.

b. Abandonment of the Leased Premises by Tenant. For purposes of this Lease, "Abandonment" means the absence by Tenant from the Leased Premises for ten (10) consecutive Business Days or longer during the Sailing Season.

c. The filing of a voluntary or involuntary petition in bankruptcy or for appointment of a receiver for the Tenant if the petition is not dismissed within ninety (90) days or the discontinuance of business or dissolution of the Tenant.

d. The sale of substantially all of the assets of the Tenant or more than 49% of the stock of the Tenant without the prior Consent of the Commission and the Town's First Selectwoman.

e. The assignment of this Lease or subletting of the Building by the Tenant or any attempt with respect thereto without the prior Consent of the Commission and the Town's First Selectwoman.

f. The death of Jane Pimentel.

g. The conviction of, or plea of guilty or nolo contendere by, Jane Pimentel, with respect to a crime involving moral turpitude.

h. The resignation or removal of Jane Pimentel from the office of President of the Tenant without the prior Consent of the Commission and the Town's First Selectwoman.

i. The failure of Jane Pimentel to devote her full-time efforts to the Combined Business unless, if Jane Pimentel chooses to retain or hire a manager or management company to operate the Combined Business, the manager or management company is Approved by the Director and the Commission.

j. Any failure by Tenant to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where the failure continues for fifteen (15) days after Notice thereof from the Town to the Tenant, provided that, if the nature of the default is such that it cannot reasonably be cured with a fifteen (15) day period, the Tenant shall not be deemed to be in default if it diligently commences such cure within the fifteen (15) day period and thereafter diligently proceeds to rectify and cure the default as soon as possible.

19. Remedies for Default. Upon the occurrence of an event of default, the Town shall have the right to immediately terminate this Lease and pursue any and all of the remedies available under Connecticut law.

20. No Waiver. No waiver by the Town of any violation or breach of any of the terms, provisions and covenants of this Lease shall be deemed or construed to constitute a waiver of any other or later violation or breach of the same or any other of the terms, provisions, and covenants of this Lease. Forbearance by the Town in enforcement of one or more of the available remedies upon an event of default shall not be deemed or construed to constitute a waiver of the default. The acceptance of any Rent by the Town following the occurrence of any default, whether or not known to the Town, shall not be deemed a waiver of any the default, except only a default in the payment of the Rent so accepted.

21. Insurance. Tenant shall purchase and maintain for the duration of Tenant's occupancy of the Leased Premises the following insurance. Tenant shall obtain the minimum insurance coverages described below from a company or companies with an A.M. Best rating of A- (VII) or better. All insurance shall be carried with insurers authorized to do business in the State of Connecticut. The insurance policies shall protect the Town from claims that may arise out of or result from, or may be alleged to arise out of or result from, Tenant's obligations under this Lease and/or from the obligations of other person or entity directly or indirectly employed by Tenant and/or by anyone for whose acts Tenant may be liable. Tenant must require that all contractors, agents and assigns procure and maintain sufficient insurance protection. Before the execution of this Lease by the Town, Tenant shall provide the Town with certificates of insurance for each policy required by this Lease. Tenant shall provide updated certificates of insurance at least thirty (30) days before any renewal of any such coverage. The certificates shall require notice of cancellation to the Town according to policy provisions. The Town reserves the right, from time to time, upon Notice to the Tenant, to make reasonable adjustments to the insurance coverage limits indicated below.

a. **Workers Compensation.** Tenant shall provide statutory workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation in favor of the Town.

b. **Commercial General Liability Insurance.** Tenant shall provide marine general liability, protection and indemnity liability, and commercial general liability insurance policies with an edition date of 1986 or later, including products and completed operations. Limits shall be at least: Bodily Injury & Property Damage coverage with an occurrence limit of \$1,000,000; Personal & Advertising Injury limit of \$1,000,000 per occurrence; \$10,000 Medical Payments; \$500,000 Fire Legal Liability; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000.

- The policy shall name the Town as an additional insured and include ISO Form CG 2010 and CG 2037 or equivalent.

- The coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town.
- The policy shall contain a waiver of subrogation in favor of the Town.
- The coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of all agreements between the Town and the Tenant.
- Abuse and Molestation coverage either by endorsement or separate policy with limit of \$1,000,000 per occurrence / \$2,000,000 aggregate naming the Town as additional insured.
- Deductible and self-insured retentions shall be declared and are subject to the Approval of the Town.
- A claims made and reported form is not permitted.

c. Commercial Automobile Insurance. Tenant shall provide commercial automobile insurance for any owned (Symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The coverage shall also include hired and non-owned automobile coverage. Coverage must be primary and not contribute in any way to any insurance or self-insured retention carried by the Town. The policy shall name the Town as an additional insured and provide a waiver of subrogation in favor of the Town.

d. Umbrella or Excess Liability Insurance. Tenant shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (a) through (c). The policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

e. Property Insurance. Tenant shall provide property insurance for its own leased or rented property and shall waive subrogation in favor of the Town.

22. Hold Harmless and Indemnification Covenant. Tenant shall indemnify and hold harmless the Town, its elected and appointed officials, agents and employees from all claims, demands and judgments of third persons, including those for death, personal injuries and property damage, arising out of the negligent, reckless or intentional acts or omissions of the Tenant, its officers, directors, employees, agents, contractors, customers, guests, invitees and all other persons doing business with the Tenant.

23. No Partnership or Joint Venture. Tenant shall operate the Combined Business and offer and conduct the programs described in this Lease as a private enterprise, wholly separate and apart from the Town and the Tenant shall, at all times, represent itself as such to the public. Tenant's employees shall not represent to anyone that they are employees or agents of the Town. Neither the Town nor the Commission are to be considered partners or joint venturers in the Combined Business or any part thereof.

24. Taxes and License Fees. Tenant covenants and agrees to pay all federal, state and local taxes and license fees assessed or imposed on its trade fixtures and personal property

and upon the Tenant's business or on income therefrom, provided, however, that the real property of Town leased hereunder will not be subject to taxation by the Town.

25. Fire or Other Casualty. Tenant shall keep all of its trade fixtures and personal property at the Leased Premises at the Tenant's risk and Tenant's trade fixtures and personal property shall be insured against loss by fire and other casualties at the Tenant's sole expense. If the Building is partially damaged by fire or other casualty, the damage shall be repaired by the Town at the Town's expense and the Rent, until the repairs are completed, shall be abated in proportion to the percentage of the Building that the Tenant is unable to use while repairs are being made. If the Building is totally destroyed or the casualty results in the whole Building being unusable by the Tenant, then the Town may elect not to repair or rebuild the destroyed or damaged Building, provided that the Town shall make that decision and deliver Notice to the Tenant within six (6) months of the occurrence of casualty. If the Town elects not to repair or rebuild the Building, then either Party may elect to terminate this Lease. If a Party elects to terminate this Lease, then this Lease shall be terminated effective on the third (3rd) day after the party delivers Notice to the other party and the Tenant shall vacate the Leased Premises and surrender possession to Town as soon as reasonably possible. Notwithstanding anything in this Lease to the contrary, the Town's obligation to make repairs or rebuild the Leased Premises shall be limited to the amount of the available proceeds of fire or casualty insurance paid to the Town on account of the casualty.

26. Security Deposit. There is no security deposit.

27. Assignment, Subleasing and Inspection. Assignment by the Tenant of this Lease or the subleasing by the Tenant of the Leased Premises requires the prior Approval of the Commission and the Town's First Selectwoman. Any attempt to assign this Lease or sublease the whole or any part of the Leased Premises without the prior Approval of the Commission and the Town's First Selectwoman shall be void. The Town shall have the right to inspect the Building and the Leased Premises at any time.

28. Quiet Enjoyment. Upon paying the Rent and performing all of its obligations pursuant to this Lease, Tenant shall peaceably and quietly hold, occupy and enjoy the Leased Premises, subject nevertheless to the terms of this Lease.

29. Notices. For the purposes of this Lease, "Notice" means only written notification given by one party to the other. Notice may be given only by: a form of US Mail in which the recipient is required to sign a receipt (such as certified, return receipt); or a nationally recognized courier service which requires the recipient to sign a receipt (such as FedEx). All Notices will be effective on receipt. Notice must be given to the other Party at the Party's Notice Address. The "Notice Address" for each Party is as follows.

The Town: Town of Westport, Attention: First Selectwoman, 110 Myrtle Avenue, Westport, CT 06880.

The Tenant: Longshore Sailing School, Inc., Attention: Jane Pimentel, 260 Compo Road South Westport, CT 06880.

30. Captions. The captions at the beginning of each paragraph or section of this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the scope or content of any of its provisions.

31. Counterparts. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Lease and of signature pages by facsimile transmission, Portable Document Format (i. e., PDF), or by other electronic means shall constitute effective execution and delivery of this Lease as to the Parties and may be used in lieu of the original Lease for all purposes.

32. Language Conventions.

a. References to “months” in this Lease refer to calendar months regardless of whether the month consists of 28, 30 or 31 days. *For example, six months after January 15 will be deemed to be July 15.*

b. References to “weeks” in this Lease refer to seven consecutive days, including Saturdays, Sundays and legal holidays.

c. References to “days” in this Lease refer to any day, inclusive of Saturdays, Sundays and days on which banks are closed in the State of Connecticut.

d. Unless otherwise indicated, the words “include”, “includes” and “including” mean “include but are not limited to”, “includes, but is not limited to”, “including, without limitation” or “including, but not limited to” as applicable in the context of the clause or provision.

e. References to any gender (*for example, he, she, him, her, his, her, man, woman*) shall be deemed to include all genders.

f. Unless otherwise indicated, Approval and Consent shall not be unreasonably withheld, conditioned or delayed.

33. Examples and Use of Italics. In order to illustrate the operation and effect of certain provisions of this Lease, italicized examples are sometimes used. Italicized examples are provided for convenience only, not for emphasis. Examples found in this Lease shall not be construed as overriding the meaning of the words in the section or sections in which the examples or italicized words are found.

34. Attorneys’ Fees. If either Party commences litigation against the other for the specific performance of this Lease, for damages for the breach of this Lease or otherwise for enforcement of any remedy under this Lease, the Parties agree to and hereby do waive any right to a trial by jury and, in the event of any such commencement of litigation, the prevailing Party shall be entitled to recover from the other Party such costs and reasonable attorneys’ fees as may

have been incurred, including any and all costs incurred in enforcing, perfecting and executing such judgment.

35. Miscellaneous. If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law. This Lease shall not be modified or amended except by written agreement signed by both Parties.

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DRAFT

IN WITNESS WHEREOF, the Parties have signed on the dates indicated below, the date of this Lease being the Effective Date if different from either of the dates indicated below.

TENANT: LONGSHORE SAILING SCHOOL, INC.

Signature _____

Name _____

Title _____

Date _____

TOWN OF WESTPORT

Signature _____

Name _____

Title _____

Date _____

{Signature page to Lease Agreement}