



RESOLUTION

**AUTHORIZING THE CITY OF NASHUA TO ENTER INTO A LEASE AGREEMENT
WITH NORTHERN BALLET THEATRE DANCE CENTER, LLC**

CITY OF NASHUA

In the Year Two Thousand and Twelve

RESOLVED by the Board of Aldermen of the City of Nashua that the City is authorized to enter into the attached Lease with Northern Ballet Theatre Dance Center, LLC for a City-owned building located at 36 Arlington Street, Nashua, New Hampshire.

LEGISLATIVE YEAR 2012

RESOLUTION: R-12-050

PURPOSE: Authorizing the City of Nashua to enter into a lease agreement with Northern Ballet Theatre Dance Center, LLC

ENDORSERS: Mayor Donnalee Lozeau
Alderman-at-Large Brian S. McCarthy
Alderman-at-Large Mark S. Cookson
Alderman June M. Caron

**COMMITTEE
ASSIGNMENT:**

FISCAL NOTE: Fiscal impact will be \$250.00 per month revenue to the City plus assessed real estate taxes.

ANALYSIS

This resolution authorizes the City of Nashua to enter into a lease agreement with Northern Ballet Theatre Dance Center, LLC for a city-owned building located at 36 Arlington Street, Nashua, New Hampshire.

The term of the agreement is three (3) years with two (2) one (1) year options.

The monthly lease fee is \$250.00.

The lessee has a right of first refusal should the City receive an offer from a third party to purchase the premises.

Approved as to form: Office of Corporation Counsel

By: 

Date: June 12, 2012

LEASE

THIS LEASE entered into this ____ day of _____, 2012, by and between the **CITY OF NASHUA**, a New Hampshire municipal corporation, having a place of business at 229 Main Street, Nashua, New Hampshire 03061, hereinafter referred to as "Lessor" and **NORTHERN BALLET THEATRE DANCE CENTER, LLC**, having a place of business at 36 Arlington Street, Nashua, New Hampshire 03060, hereinafter referred to as "Lessee".

In consideration of the covenants herein contained on the part of Lessee to be kept and performed, Lessor does hereby let, demise, and lease to Lessee the area and facilities as hereinafter described upon the following conditions.

I. AREA AND FACILITIES

The leased premises is the former Civil Defense building on Arlington Street, Nashua, New Hampshire.

Said premises is more particularly described as follows:

Beginning at the intersection of the south line of Bowers Street with the east line of Arlington Street; thence

Southerly along the east line of Arlington Street a distance of **88** feet, more or less, to the west end of a line running parallel to the south wall of the building on the parcel described herein, a distance of 6 feet therefrom; thence

Easterly a distance of 100 feet along a line perpendicular to the east line of Arlington Street, which line is parallel to and at a distance of 6 feet from the south wall of the building on the parcel described herein; thence

Northerly along a line parallel to Arlington Street, a distance of 70 feet more or less to the south line of Bowers Street; thence

Westerly, along the south line of Bowers Street, a distance of 100 feet, more or less, to the point of beginning.

Together with the improvements thereon.

2. TERM AND PURPOSE. This lease shall be for a period of three (3) years, commencing on _____, 2012 and terminating on _____, 2015 (the "termination date"). Lessee, thereafter, shall have the option to renew this lease for up to two additional one-year periods by giving Lessor written notice thereof at least ninety (90) days prior to the expiration of the lease. The aforesaid facilities shall only be used by Lessee for the conduct of arts related activities.

3. **RENT.** The rent for said term shall be Two Hundred Fifty and 00/100 Dollars (\$250.00) per month, payable on the first day of each month in advance.

4. **MAINTENANCE, UTILITIES, AND IMPROVEMENTS.** Lessee shall furnish at its expense all utilities necessary for the operation and maintenance of ballet activities at the demised premises. Lessee shall maintain the leased premises in substantially the same condition as existed prior to the lease, reasonable wear and tear excluded, and shall make any repairs necessary to keep the premises in its present condition. Lessee shall be solely responsible for the cost of any repairs to the premises resulting from Lessee's or Lessee's agents' or invitees' negligence or intentional acts. Any improvements, alterations, renovations, or repairs to the premises shall be performed by the Lessee at the sole expense of the Lessee and subject to the written approval of the Lessor, such approval not to be unreasonably withheld. Improvements shall become the property of the Lessor unless the parties shall make other arrangements with respect thereto upon the termination or expiration hereof.

The Lessor, at its expense, shall maintain, in good condition, the structural parts of the premises, including foundations, exterior walls, HVAC and existing fire and safety systems.

5. **INSURANCE REQUIREMENTS OF LESSEE.** Lessee will, 14 days prior to the execution of this agreement, file with the City of Nashua Risk Manager a certificate of insurance evidencing general liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, naming the City of Nashua as an additional insured. Lessee shall furnish proof of property coverage for the value of contents. The City requires thirty days notice of cancellation or material change in coverage. The cost of said insurance shall be borne by the Lessee solely. It is the responsibility of the Lessee to file with the City of Nashua Risk Manager updated certificates of insurance annually upon renewal. Failure to meet all insurance requirements shall constitute a default of this lease and may result in the immediate termination of this lease.

6. **PROPERTY OF LESSEE.** All property of Lessee kept, stored or maintained on the premises shall be at the sole risk of Lessee.

7. **COVENANT TO HOLD HARMLESS.** Lessee covenants to defend, indemnify and save harmless Lessor, including all agents and employees, from any and all liability for injury, loss, claim or damage to any person or property arising out of the actions or failure to act of Lessee from any and all causes whatsoever.

8. **NOTICES.** All notices and reports required herein shall, if directed to Lessor, be mailed, postage prepaid, to the Office of Corporation Counsel, 229 Main Street, P.O. Box 2019, Nashua, New Hampshire 03061-2019, and if to the Lessee, mailed postage prepaid, to _____, Northern Ballet Theatre Dance Center, LLC, 36 Arlington Street, Nashua, New Hampshire 03060.

9. **TERMINATION.** Lessor shall have the right to terminate this Lease upon thirty (30) days written notice to the Lessee for Lessee's violation of any term or condition of this Lease.

In the event that the Lessor sells the premises to a third party during the term of this Lease, this Lease shall continue in full force and effect.

10. **PAYMENT OF TAXES.** The Lessee shall pay current and potential properly assessed real and personal property taxes on this property and on any structures or improvements added by the Lessee. Pursuant to NH RSA 72:23, the Lessee has the option, each year, to file in a timely manner the correct forms requesting an exemption to property taxes. If such forms are filed, the City of Nashua Board of Assessors will consider the property tax status of the Lessee. Lessee shall have the option to pay the assessed personal and real estate taxes in twelve (12) equal monthly installments. It shall be the responsibility of Lessee to make the necessary arrangements for monthly payments with the City of Nashua Tax Collector. Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this Lease by the City.

11. **SUPERSESSON/INTEGRATION/MATERIAL TERMS/WAIVERS.** This lease supersedes and replaces any prior lease or other agreement between the parties hereto and is a fully integrated document to be interpreted in accordance with its express terms and without reference to other documents or oral interchanges between the parties. All terms of this lease are material terms and are to be fully complied with. A waiver of compliance on any occasion shall not be deemed to constitute an agreement to waive on any other occasion.

12. **GRANT OF RIGHT OF FIRST REFUSAL.** The Lessor, hereby grants to the Lessee, a Right of First Refusal with respect to the leased premises described in paragraph #1 of this lease. During the term of the lease or any extension thereof, before Lessor may sell the leased premises to a third party, Lessor shall first offer the leased premises to the Lessee on the same terms and conditions as offered by the third party. The Lessee shall have thirty (30) days during which to accept that offer. If the Lessee does not accept said offer within said period, Lessor shall be free to accept the third-party offer. If Lessor does not enter into an agreement with the third party on said terms and conditions and close the transaction, Lessor's right to sell the leased premises to the third party shall expire and the procedures described in this section shall again be applicable.

CITY OF NASHUA

Witness

By: _____
Donnalee Lozeau, Mayor

**NORTHERN BALLET THEATRE
DANCE CENTER**

Witness

By: _____

Duly authorized

RESOLUTION **R-12-050**

Authorizing the City of Nashua
to enter into a lease agreement
with Northern Ballet Theatre
Dance Center, LLC

IN THE BOARD OF ALDERMEN

1st READING _____

Referred to:

2nd Reading _____

3rd Reading _____

4th Reading _____

Other Action _____

Passed _____

Indefinitely Postponed _____

Defeated _____

Attest: _____
City Clerk

President

Approved _____
Mayor's Signature

Date

Endorsed by

Vetoed: _____

Veto Sustained: _____

Veto Overridden: _____

Attest: _____
City Clerk

President

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IN THE BOARD OF ALDERMEN

1st READING JUNE 12, 2012

Referred to:
FINANCE COMMITTEE

2nd Reading JUNE 26, 2012

3rd Reading _____

4th Reading _____

Other Action _____

Passed JUNE 26, 2012

Indefinitely Postponed _____

Defeated _____

Attest [Signature]
City Clerk

[Signature]
President

Approved [Signature]
Mayor's Signature

June 28-2012
Date

Endorsed by

[Signature] MAYOR

[Signature] Mc CARTHY

[Signature] COOKSON

[Signature] CARON

[Signature] DONCHESSE

[Signature] WILSHIRE

[Signature] DOWD

[Signature] MELIZZI-GOLJA

[Signature] TABACKSO

_____ SHEEHAN

_____ DEANE

_____ CRAFFEY

[Signature] PRESSLY

Vetoed: _____

Veto Sustained: _____

Veto Overridden: _____

Attest _____
City Clerk

_____ President