

LEASE

Lease, made this 6<sup>th</sup> day of October, 1980, by and between the District of Columbia Foundation for Creative Space, Inc., (hereinafter referred to as D.C. Foundation) and The Folklore Society of Greater Washington (hereinafter referred to as Tenant).

WHEREAS, D.C. Foundation is the Sublessee from the Government of the District of Columbia of approximately 102,950 square feet of space in the premises known as the Lansburgh Building, located at 418 7th Street, N.W., Washington, D.C., such space to be utilized for the purposes of an arts and humanities center; and,

WHEREAS, consistent with these purposes, D.C. Foundation desires to sublease a portion of said premises to Tenant; and,

WHEREAS, Tenant desires to lease such premises, the parties agree as follows:

1. Description and Availability of Space: D.C. Foundation agrees to lease to Tenant space in the premises consisting of approximately 120 square feet on the 7<sup>th</sup> floor(s) of the Service building. It is understood and agreed by Tenant that the approximate footage of the leased premises set forth above may be subject to modification by D.C. Foundation as a result of preliminary renovations, as described in paragraph five herein. Such space shall be made available to Tenant in accordance with the schedule attached hereto as Appendix A.

2. Term and Rent: The term of this lease shall extend from the execution of this lease and shall continue through October, 31, 1985. In the event of early termination by either the District of Columbia or the Pennsylvania Avenue Development

Corporation (PADC) as described in article two of a separate lease agreement between the District of Columbia and D.C. Foundation, attached hereto as Appendix B, this lease may be terminated effective at any time between November 30, 1983 and October 31, 1985, upon seven months written notice to Tenant. As further provided in article two of Appendix B, in the event of early termination by the District of Columbia as a result of disapproval of appropriations, this lease may be terminated upon thirty days written notice to Tenant. Rent shall be one dollar and fifty cents (\$1.50) per square foot or one hundred eighty (\$ 180<sup>00</sup> ) per year, with the exception of the initial year (1 Nov 1980 <sup>occupancy or</sup> to 31 Oct 1981 ), which shall be one hundred eighty (\$ 180<sup>00</sup> ). Except for the initial year, the annual rent shall be computed on the basis of the time period November 1 through October 31. Rent shall be due and payable in advance as follows: Commencing in 1980, and each year thereafter, such rent shall be paid in full annually on or before November 1. Tenant may elect to pay said rent in semiannual or quarterly installments. If Tenant elects to pay rent semiannually, the first installment of fifty percent (50%) of the annual rent shall be due on or before November 1, commencing in 1980, and the second installment shall be due on or before the following May 1. If Tenant elects to pay the rent in quarterly installments, the first installment of twenty-five percent (25%) of the annual rent shall be due on or before November 1, commencing in 1981, and the remaining three installments shall be due on or before the following February 1, May 1, and August 1. It is understood, however, that if Tenant elects to pay the annual rent in semiannual or quarterly installments, such installments shall include a surcharge of fifteen percent (15%) on the unpaid balance of the rent. For the initial year, Tenant shall pay at

least twenty-five percent (25%) of the prorated first year's rent set forth above upon the date of occupancy of the leased premises by Tenant. The balance of the first year's rent shall be paid by Tenant in accordance with the schedule attached hereto as Appendix A. It is understood and agreed by Tenant that the payment schedule set forth in Appendix A shall include a fifteen percent (15%) surcharge on any unpaid balance of the rent. For purposes of this lease, the date of occupancy shall be defined as the date of the residency by Tenant, the commencement of any development of the space by Tenant, or commencement of any other utilization of the space by Tenant. Tenant shall be deemed to have occupied the leased premises, and rent shall become due and payable, no later than six months after the receipt of notice by Tenant of the date of availability of the leased premises, whether or not Tenant has physically occupied or utilized the space.

3. Security Deposit: Upon the execution of this lease, Tenant shall pay to D.C. Foundation the sum of fifty percent (50%) of the annual rent (\$ 180<sup>00</sup> ) or \$300.00, whichever is less, as a security deposit. Such security deposit shall be placed in an escrow account and shall be refundable to Tenant upon expiration or termination of this lease as provided herein, less the costs of any damages to the premises for which Tenant is responsible and/or any unpaid rent.

4. Use of the Premises: Tenant shall use the premises exclusively for arts and humanities purposes. Tenant shall use best efforts to make maximum use of the space for public activity, and to keep administrative use of the space to a minimum. If, after one year from the date of Tenant's occupancy of the leased premises it is determined by the Board of Directors of D.C. Foundation that Tenant is unable to make maximum use of the exclusive space leased to Tenant for

purposes of public activity, then D.C. Foundation may, upon sixty (60) days notice to Tenant, cause such portion of the leased premises intended for use for public activity to revert to D.C. Foundation, with a prorated reduction in Tenant's rent on the basis of one dollar and fifty cents (\$1.50) per square foot per year, and with reimbursement to Tenant for any improvements made by Tenant to the premises in question. In conducting its activities on the premises, Tenant shall conform to all laws and regulations of the United States and the District of Columbia. Tenant shall not use the premises for any disorderly or unlawful purpose and shall not commit any waste to or on the premises and shall surrender the premises in good condition with reasonable wear and tear excepted.

5. Alterations and Modifications: Preliminary renovation of the premises shall be performed by the D.C. Foundation prior to the date of availability of the premises, as provided in Paragraph one herein. It shall be the responsibility of Tenant to perform, at Tenant's expense, all such additional renovations as are necessary in order to finish the space for Tenant's particular use of the space. It is understood and agreed that Tenant's finishing of the space and any future modifications or alterations to the space shall conform to the standards established by D.C. Foundation, attached hereto as Appendix D, a copy of which shall be provided to Tenant. It is further understood and agreed that Tenant shall finish the space in conformance with the above described standards no later than four (4) months after the date of availability of the space, as provided in Paragraph one herein or the entire leased premises shall revert to D.C. Foundation.

Provided, however, that any rent paid by Tenant which exceeds rent for the leased premises for the four month period and any costs incurred by D.C. Foundation in connection with any partial renovation or any modification or damage to the space by Tenant, shall be refunded to Tenant. Tenant may elect to occupy the leased premises prior to the date of availability provided in Paragraph one herein, if the space has been vacated. However, in the event of such election, it shall be Tenant's responsibility to perform the preliminary renovations to the space in addition to the renovations necessary to finish the space.

6. Repairs and Maintenance: It is understood and agreed that all repairs to the structure of the premises and to the central building services, such as air conditioning, heating, water and elevators, shall be performed by the Government of the District of Columbia, per a separate lease agreement between the District of Columbia and D.C. Foundation, attached hereto as Appendix B. Tenant shall be responsible for repairs to all modifications and alterations to the premises made by Tenant. Tenant shall be responsible for maintaining the premises in a clean, safe manner in conformance with the standards established by D.C. Foundation, a copy of which shall be provided to Tenant upon execution of this lease.

7. Building Personnel: Building personnel such as security guards and elevator operators shall be provided on a limited basis by the Government of the District of Columbia per the lease agreement between the District of Columbia and the D.C. Foundation, attached hereto. In the event Tenant should require additional security guards, elevator operators or other building personnel, all arrangements for such personnel shall be made through D.C. Foundation. Tenant shall be responsible for the cost of such additional building personnel.

8. Access to Premises: D.C. Foundation shall permit free access to leased premises during the hours of operation established by D.C. Foundation. Any use of the premises outside these hours shall be permitted only upon prior approval by D.C. Foundation.

9. Signs: Tenant may display on the outside of the building, or on the leased premises, any permanent or semi-permanent sign or signs that reasonably reflect the nature of the activities carried on by Tenant, subject to prior written approval by D.C. Foundation, such approval not to be untimely or unreasonably withheld. Tenant may display on the outside of the building, or on the leased premises, posters, banners or signs of a temporary nature without prior approval from D.C. Foundation, provided such signs are in good taste and are not in violation of any statute or regulation of the District of Columbia. D.C. Foundation shall have the authority to require removal of any such signs which its Board of Directors determines to be violative of the above described directives.

10. Destruction of Premises: In the event of partial or total damage or destruction to the premises by any cause, D.C. Foundation shall have the exclusive right to determine the appropriate exercise of its options with regard to the leased premises, including repair of the premises or termination of the lease, as described in Article 5 of its lease with the District of Columbia, attached hereto as Appendix B. If D.C. Foundation should receive from the District of Columbia an abatement or an equitable reduction in rent on any portion of the premises leased by Tenant due to the unfitness of the premises for safe use, Tenant shall receive a comparable abatement or reduction in its rent from D.C. Foundation.

11. Indemnification: Tenant agrees to indemnify and save harmless PADC, District of Columbia and D.C. Foundation from all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges, expenses, without limitation, architect's and attorney's fees and disbursements, which may be imposed upon or incurred by or asserted against the District of Columbia, PADC, or D.C. Foundation by reason of any act or negligence of Tenant or any other person.

12. Insurance: Tenant shall be responsible for obtaining liability insurance for injuries to persons and insurance for damage or theft to personal property within its own leased premises, in conformance with the requirements set forth in Article 31 of Appendix B. D.C. Foundation shall not be responsible for any injury to persons or for any loss, theft or damage to property which exceeds such insurance.

13. Tenant's Responsibilities: Tenant agrees that it shall continue to conform to the criteria for occupancy, attached hereto as Appendix C, which was the basis for its selection by D.C. Foundation as a Tenant for the leased premises of the Lansburgh Building. Tenant further agrees to be a member in good standing of the Tenants Council, comprised of all tenant organizations leasing space in the Lansburgh Building.

14. Assignment/Sublease: Tenant shall not assign, sublet, or loan any portion of the leased premises to any other Tenant, organization or individual without the prior written approval of D.C. Foundation, such approval not to be untimely or unreasonably withheld. In no event shall the leased premises be assigned, sublet or loaned unless the activity for which the space is to be used is of limited duration and is carried on under the direct auspices of Tenant's program of activities. Tenant shall assume responsibility for any damage to the premises or any other liability occurring as a result of its assignment, sublease or loan of the leased premises.

15. Nonpayment of Rent: In the event that Tenant fails to pay the required rent as described in Paragraph two herein within thirty (30) days of the due date, whether or not a legal or formal demand is made, or in the event that Tenant breaches or violates any of the terms and conditions of this lease, then this lease and all things herein contained shall, at the option of D.C. Foundation, cease and terminate and shall operate as a notice to vacate the premises, the thirty (30) days' written notice to quit being hereby expressly waived. D.C. Foundation may proceed to recover possession of said demised premises under the Code of Law for the District of Columbia, or by such legal process as may at the time be in operation. D.C. Foundation may re-rent the demised premises at the risk and cost of the defaulting Tenant and Tenant shall have no right to a refund of rent or security deposit previously paid pursuant to this lease agreement, or to reimbursement for any permanent improvements made to the premises by Tenant. Provided, however, that Tenant may request such reimbursement from the Board of Directors of D.C. Foundation and upon a determination by the Board of Directors that such reimbursement would be equitable, Tenant may receive partial or total reimbursement for improvements.

16. Termination By Tenant: Upon permission by the Board of Directors of D.C. Foundation, Tenant may terminate this lease prior to the expiration date described in paragraph two. In the event of termination by Tenant pursuant to this paragraph, Tenant's security deposit shall be refundable, subject to the conditions set forth in paragraph three.



Any right of Tenant to receive a refund in rent and/or reimbursement for permanent improvements to the premises by Tenant shall be determined solely by the Board of Directors of the D.C. Foundation.

17. Notices: All notices to be given with respect to this lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address either party may from time to time designate or by delivery of said notice to the demised premises. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails or delivered to the demised premises in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in any manner prescribed for personal service of a summons or other legal process.

18. District of Columbia Lease: It is understood and agreed by Tenant that the terms of this lease agreement are governed by the lease agreement entered into between D.C. Foundation and the Government of the District of Columbia with regard to the leased premises on August 25, 1980, attached hereto as Appendix B. Tenant further agrees to be bound by and to abide by all the terms and conditions of the prime lease between the District of Columbia and D.C. Foundation.

19. Total Agreement: This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors and assigns of both parties.

20. Applicable Laws: This agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

IN WITNESS WHEREOF, the parties hereto have executed this agreement and affixed their seals the day and year herein before written.

THE DISTRICT OF COLUMBIA FOUNDATION  
FOR CREATIVE SPACE, INC.

By: \_\_\_\_\_

\_\_\_\_\_  
TENANT

By: \_\_\_\_\_

APPENDIX A

Dates of Availability of Leased Space

<u>Size of Space</u>	<u>Location</u>	<u>Projected Date of Availability</u>	<u>Rent</u>	<u>Date(s) Due</u>
120 #	7 <sup>th</sup> Floor Service Bld	1 Nov 1980	\$ 180 <sup>00</sup>	1 Nov 1980

APPENDIX C

CRITERIA USED TO SELECT CO-TENANTS  
FOR THE WASHINGTON HUMANITIES AND ART CENTER

1. Non-profit organization.
2. Washington based.
3. Needs space.
4. Will attract people to the Center.
5. Will engage in "people-involving" activity at the Center.
6. Helps to achieve balance in the variety of humanities and arts organizations represented at the Center.
7. Helps to achieve balance in the constituencies represented at the Center.
8. Space requirements fit plan for space utilization.
9. Activity space and public space is maximized while administrative space is minimized.
10. Demonstrated potential for financial stability.

## APPENDIX D

### ANDERSON NOTTER / MARIANI

A JOINT VENTURE OF ANDERSON NOTTER FINEGOLD INC. AND MARIANI & ASSOCIATES

September 18, 1980

#### LANSBURGH'S: WASHINGTON HUMANITIES AND ARTS CENTER STANDARDS FOR EXCLUSIVE SPACE

##### GENERAL

These standards are intended to clarify the responsibilities of the D.C. Foundation for Creative Space and the Center tenants regarding the construction of exclusive space, and to assure a basic level of quality throughout the Center. They are designed to guide tenants in the finishing of their space; additional aid in interpreting them is available through the Foundation or the architects.

Tenants are to submit plans for exclusive space, including plumbing, electrical, and architectural proposals, to the Foundation for approval before the detailed design stage begins (each tenant will be notified of this date well in advance). Any alterations to the approved plans before, during, or after construction must be approved by the Foundation. To avoid confusion, a schedule of review dates for groups will be established and all requests for alterations of approved plans must come at those times. Cut-off dates will be necessary beyond which work by the general contractor cannot be altered. All work done by tenants should be of standard professional quality, and all electrical, mechanical, and plumbing work must be done by licensed professionals in accordance with D.C. codes.

##### FIRST FLOOR TENANTS

Additional coordination of exclusive space on the public and visually open First Floor will be necessary. Meetings with the architects will be scheduled to coordinate, although not necessarily completely standardize, finishes. Approval by the Foundation of proposed permanent partition configuration, ceiling treatment, lighting, and flooring will be based on decisions reached at these meetings and on the architects' recommendations.

##### PARTITIONS

Perimeter partitions (i.e. walls enclosing a tenant's exclusive space) and all openings in them will be built by the general contractor as shown on detailed design plans, unless alterations are approved by the Foundation. Standard doors, hardware, and locks will be installed. The general contractor will sheathe these perimeter walls with one layer of gypsum wall board. Tenants will be responsible for taping, spackling, sanding and painting wall surfaces within their exclusive space. Acoustic treatment will be installed by the general contractor as shown on detailed design drawings. Any requests for additional acoustic treatment in perimeter walls must be approved by the Foundation.

Interior partitions (i.e. partitions built by tenants within exclusive space) must be partial height, unless Full height walls are approved by the Foundation as absolutely necessary. This limitation is to cut down on mechanical costs and energy loads. Partial-height partitions may be 3'-6", 6'-0", or 7'-4" high, to maintain some design consistency. All interior partitions must be built of metal studs 16" on center with 3/8" minimum gypsum wall board. Taping, spackling, sanding, and painting of wall board will be required, unless a suitable alternate wall finish is approved by the Foundation.

#### FLOORS

Existing floor coverings will remain within exclusive space. Except on the First Floor, any lightweight flooring may be installed by the tenant, as approved by the Foundation, or the existing flooring may be left.

First Floor tenants will be required to carpet their exclusive space, choosing from a range of solid colors. They may choose to use the carpeting selected by the architects for the shared galleries, which will be made available to tenants at cost.

Any dance floor installed by the tenants must be either removable without substantial damage to the floor beneath, or, if permanent, meet a set of requirements. It may be assembled of 2 x 4 (nominal) sleepers 24" on center, and sheathed either with 2 layers of 3/4" plywood and 1/4" masonite or with one layer of 3/4" plywood and 25/32 x 2 1/4" maple tongue and groove flooring, No. 2 or better. Other assemblies may be approved by the Foundation, if proven safe for dancers.

#### CEILINGS

Existing ceilings will remain. Tenants may install a hung ceiling within exclusive space if it complies with code and allows access to mechanical systems above. Any alterations to the mechanical systems necessitated by hung ceiling will be performed by tenants and at their expense.

#### HVAC

The general contractor will install basic HVAC services adequate for tenant's approved space configuration. The HVAC layout will be based on partial-height partitions, if any. If full-height partitions are approved by the Foundation, the HVAC system will be altered by tenants and at their expense. Approval will be subject to available capacity.

#### ELECTRICAL

Lighting: The general contractor will provide the minimum required illumination level in all exclusive spaces, reusing existing fixtures to the extent available. Wiring will be provided by the general contractor to accommodate approved special lighting proposals. No additional fixtures will be provided.

Other: The general contractor will install the minimum required outlets in all exclusive space, in accordance with available capacity, and as shown on detailed design drawings. Modifications of layout may be approved. Additional or special electrical requirements will be provided at the expense of the tenant, if approved by the Foundation at the detailed design stage. Approval will be subject to limited available capacity.

PLUMBING

The general contractor will stub in plumbing in exclusive space, as shown on detailed design drawings. Tenants are responsible for providing all plumbing fixtures, and for labor and materials to connect fixtures to stubbed-in plumbing. Additional or special plumbing requirements will be provided at the expense of the tenant, if approved by the Foundation at the detailed design stage. Approval will be subject to limited building capacity available.