



Prince William County

PARK AUTHORITY

MEMORANDUM

Executive Director

C-1

March 14, 2011

To: Park Authority Board

From: E. Jay Ellington, Executive Director

Through: Debra Andrew, Operations, Planning & Support Services Director

Re: **Approval of the Lease Agreement between the Park Authority and Northern Virginia Soccer Club**

I. Background in chronological order is:

- A. Northern Virginia Soccer Club is active at Hellwig Park and would like to have a league building there for meetings, registration, etc.
- B. The Park Authority recently purchased the house at 14422 Bristow Road, Manassas, VA.
- C. The Park Authority has several lease agreements with community leagues for buildings to run concessions operations, hold league meetings, store equipment, etc., at various park sites.
- D. Northern Virginia Soccer Club currently has a lease agreement with the Park Authority for the storage shed at Ben Lomond Park.
- E. Northern Virginia Soccer Club has served the community for many years to provide services for soccer in Prince William County.

II. Current situation is as follows:

- A. Northern Virginia Soccer Club wants to lease the homestead at Hellwig Park for the soccer community.
- B. They wish to have a lease agreement for the house located at Hellwig Park.
- C. Northern Virginia Soccer Club is requesting approval of the Lease Agreement for a five-year period.

III. Alternatives in order of feasibility are:

A. Authorize the lease agreement for a five-year period.

1. Fiscal impact- None.

2. Legal issues – None

3. Service levels – Enhanced service to the community.

4. Timing- Decision needs to be made for the beginning of the 2011 operating season.

B. Take no action.

1. Fiscal impact- Building would sit vacant and be subject to vandalism.

2. Legal issues – None

3. Service levels – No league building for the soccer community at Hellwig Park.

4. Timing-. Failure to move forward would mean that there would be no Lease Agreement in place for the 2011-operating season.

IV. Recommendation:

The Park Authority Board approves the Lease Agreement for the League building at George Hellwig Memorial Park.

Attachment: Resolution

MOTION:

**March 23, 2011
Regular Meeting
Res. No. 11-0323-C1**

SECOND

RE: APPROVE THE LEASE AGREEMENT BETWEEN THE PRINCE WILLIAM COUNTY PARK AUTHORITY AND NORTHERN VIRGINIA SOCCER CLUB FOR THE HOMESTEAD BUILDING AT GEORGE HELLWIG PARK

ACTION:

WHEREAS, the Prince William County Park Authority is the owner of real property known as the Hellwig Homestead; and,

WHEREAS, the Northern Virginia Soccer Club wants to use the home to conduct league business; and,

WHEREAS, the Park Authority believes the lease agreement is consistent with the organization's mission to promote recreational opportunities,

NOW, THEREFORE, BE IT RESOLVED, that the Prince William County Park Authority Board does hereby approve the lease agreement between the Prince William County Park Authority and Northern Virginia Soccer Club for a five-year period at \$1.00 per year, and renewable by mutual consent.

BE IT FURTHER RESOLVED that the Prince William County Park Authority Board does hereby authorize the Chairman to execute said lease.

Votes:

Ayes:

Nays:

Abstain:

Absent from vote:

Absent from meeting:

CERTIFIED COPY

**Stephanie Helsley, Secretary
PWC Park Authority Board**

LEASE AGREEMENT

THIS LEASE AGREEMENT made this _____ day of _____, 2011 by and between the PRINCE WILLIAM COUNTY PARK AUTHORITY ("Lessor") and NORTHERN VIRGINIA SOCCER CLUB ("Lessee").

W I T N E S S E T H:

That for and in consideration of the payment by Lessee of the rent of \$1.00 annually, and the performance by Lessee of the covenants and agreements hereinafter agreed to be performed by it, and in accordance with all of the provisions hereafter set forth, Lessor does hereby let and demise unto Lessee and Lessee does hereby take and hire from Lessor the following described premises:

Hellwig Homestead Building
14422 Bristow Road
Manassas, Virginia

for a term of five (5) years unless terminated as hereinafter provided, beginning on _____, 2011, and ending _____, 2016. This Lease is made upon the foregoing and the following agreements, covenants, and conditions, all and every one of which Lessor and Lessee agree to keep and perform.

1. PURPOSE AND USE OF PREMISES

It is understood and agreed that the premises are being leased by Lessee for public use during Lessee's working hours (as posted annually). Use of the premises shall include sign-up of league participants, league's record keeping, distribution and storage of league equipment and materials and/or supplies associated with league operations and meetings of Lessee's Board. Lessee agrees not to use the premises for any purpose other than the use or uses specified in this Lease.

Lessee agrees to comply with all ordinances of Prince William County, all regulations of the Park Authority and all laws and regulations of the Commonwealth of Virginia and the United States of America and to obtain and keep in effect, at its own expense, all necessary permits required for any or all operations/improvements at said leased facility. The Lessee agrees to provide copies of inspection reports to the Lessor.

Parking on the premises shall be in designated areas only.

Lessee shall submit an annual report to the Park Authority during the third week of January of each year of the Lease term. Said report shall detail Lessee's use of the premises, improvements made during the calendar year and improvements planned.

2. ASSIGNMENT, SUBLETTING

Lessee may not assign this Lease or sublet the premises without the written consent of Lessor, which consent shall not be unreasonably withheld. Lessee may, however, rent the premises for short term public use activities, such as clinics, camps, training, etc. Any such assignment or subletting under this paragraph 2 shall not relieve Lessee from its duty to perform fully all of the agreements, covenants, and conditions set forth in the Lease.

3. IMPROVEMENTS BY LESSEE

Lessee shall have the right to make such alterations, additions, or improvements in or to the leased premises as it shall consider necessary or desirable for the conduct of its business, provided that all such work shall be done in a good and workmanlike manner and the structural integrity of the building shall not be impaired; that no lien shall attach to the lease premise by reason thereof, and that all work be first approved *in writing* by the Lessor.

4. UTILITY SERVICE

All utility services shall be billed in Lessee's name. The Lessee shall be liable for and pay all utility charges, including gas, electricity, water, telephone charges and the installation of applicable meters chargeable to the Lessee or leased property.

5. MAINTENANCE

The Lessee shall be responsible for maintenance of all necessary facility structure and enhancements, and day-to-day cleaning services inside the Hellwig House. Facility structures shall include all mechanical systems including, but not limited to, septic system and well, required to support the structure.

Lessee shall be responsible for all exterior and interior repairs, renovations, and replacements up to \$2,000 each year. The term "exterior" includes, but is not limited to, the roof, outside windows, steps, guttering, siding, and parking area.

Lessee agrees (a) to replace or repair all plumbing and electrical systems, roof, furnace, broken or damaged glass, screen, locks, drywall, flooring, and wood at the expense of Lessee and to the satisfaction of Lessor, (b) to keep any grass within twenty-five (25) feet of the premises and shrubbery on the premises trimmed and otherwise maintain the grounds in good order. Lessor shall maintain grounds beyond the point maintained by Lessee; (c) to keep any gutters and downspouts cleaned and clear of leaves, needles and other debris; (d) to unstop and keep clean all waste pipes; (e) to keep all doors and windows closed during rain and snow.

Lessee shall not (a) install antenna of any kind on the premises without the written consent of Lessor, (b) keep any explosives or any flammable fluids or materials of any kind on the premises; (c) affix or suspend any signs, advertisements or notices upon or from any part of the premises without the written consent of Lessor; (d) place an iron safe or other heavy article or other object on the premises without written consent of Lessor, (e) keep any animals, wild or domestic, on the premises without written consent of Lessor. In the event Lessee violates any of the provisions of this paragraph, Lessee shall be liable to Lessor for any damages to the premises.

Representatives of the Lessor and Lessee shall meet on or before December 15 of each year of the term of this Lease Agreement for the purpose of inspection and to determine what appropriate repairs, maintenance or preventive maintenance should be undertaken by Lessee, as well as to ensure that the property has been left in good and clean order, reasonable wear and tear excepted. A written report of the results of the inspection shall be prepared by Lessor and signed by both parties.

6. DEFAULT

Any of the following events shall be deemed by Lessor as a default by Lessee and breach of this Lease: (a) material noncompliance by Lessee with this Lease; (b) noncompliance by Lessee with any obligations primarily imposed upon Lessee by provisions of building and housing codes materially affecting health and safety and applicable to the premises; (c) failure by Lessee to remove from the premises all garbage, rubbish, and other waste in a clean, safe, and timely manner; (d) use of the premises by Lessee, or use by others on the premises with the consent of Lessee, for any illegal purpose; (e) failure by Lessee, or failure by others on the premises with the consent of the Lessee, to abide by all reasonable rules or regulations of Lessor now in effect or hereafter adopted concerning the use and occupancy of the premises; (f) abandonment of the premises by Lessee; (g) the filing of any bankruptcy, arrangement, or insolvency proceedings by or against Lessee, or any assignment by Lessee for the benefit of creditors. In the event of any such breach of this Lease, in addition to other remedies provided by law, Lessor may deliver written notice to Lessee that specifies the act or omission constituting the breach and that informs Lessee that this Lease shall terminate ten (10) days after receipt of such notice by Lessee if the breach is not remedied within seven (7) days after receipt of such notice. If the breach is remediable by Lessee by repairs, the payment of damages, or otherwise, and Lessee adequately remedies the breach within such seven (7) days, this Lease shall not terminate. If the breach is remediable and Lessee does not adequately remedy it within such seven (7) days, or if the breach is not remediable, this Lease shall terminate ten (10) days after receipt by Lessee of written notice that specifies the act or omission constituting the breach and that informs Lessee that this Lease shall terminate after such period. Upon such termination, Lessor shall be entitled to possession of the property, to any unpaid rent or reasonable additional rent, to damages and injunctive relief for breach of this Lease, attorney's fees, and any other relief available by law.

In the event of (a) noncompliance by Lessee with this lease materially affecting health, security, and safety, (b) noncompliance by Lessee with obligations primarily imposed upon Lessee by provision of building or housing codes materially affecting health, security, and safety and applicable to the property, or (c) noncompliance by Lessee with any reasonable rule or regulation of Lessor, not in effect or hereafter adopted, concerning the use and occupancy of the premises, and such noncompliance can be remedied by repair, replacement of a damaged item, or cleaning, and if Lessee fails to comply as promptly as conditions require in case of an emergency, or within seven (7) days after receipt by Lessee of a written notice by Lessor specifying any such noncompliance and requesting its remedy by Lessee within such period of time, in addition to other remedies provided by law, Lessor may enter the property and cause the necessary work to be done in a workmanlike manner. Upon completion of such work, Lessor may submit an itemized bill for the actual and reasonable cost or the fair and reasonable value of such necessary work to Lessee, and the amount of such bill shall be paid by Lessee as additional rent due on the next date upon which an installment of rent is due or, if this Lease has been terminated by Lessor for any such noncompliance by Lessee, such bill shall be paid by Lessee immediately after submission of it.

7. TERMINATION OF LEASE

This Lease shall terminate, at Lessor's option, upon breach or material noncompliance as set forth in paragraph 6 above. The Lease will otherwise terminate upon expiration of the Lease term.

8. RIGHT OF ENTRY

Authorized representatives of Lessor shall have the right to enter and have access to the premises, whether or not Lessee is open for business, at all reasonable times and for any reasonable purposes in furtherance of Lessor's business, as long as such access or entry does not unreasonably interfere with Lessee's occupancy and operations. Upon reasonable notice to Lessee and at reasonable times, Lessor may enter the property in order to make necessary or agreed upon repairs, decorations, alterations, or improvements. In case of an emergency, the property may be entered by Lessor without notice to Lessee,

and Lessor may make any necessary repairs, investigate the circumstances, etc., with costs being borne by the Lessee. The Lessee will provide keys to the building and any codes necessary to enter the building to the Lessor's representative, and will notify the Lessor whenever locks or codes are changed

Lessee shall give Lessor written notice of an anticipated absence of Lessee from the property in excess of seven (7) days. During any such absence of Lessee, Lessor may enter the property at times reasonably necessary to protect the property.

9. LIABILITY

- (a) Lessor and Lessee shall procure and maintain all insurance necessary for protection against loss of or damage to the leased premises or any property of Lessor situated thereon.
- (b) Lessor shall not be liable for any injury or damage to persons or property caused either by or resulting from falling plaster, dampness, overflow or leakage upon or into the property of water, rain, snow, ice, sewage, steam, gas or electricity or by any breakage in or malfunction of pipes, plumbing, fixtures, air conditioners, or appliances, or leakage, breakage, or obstruction of soil pipes, nor for any injury or damage from any other cause.

All personal property of Lessee shall remain on the premises at its sole risk, and Lessor shall not be liable in any way.

10. INDEMNIFICATION AND PROVISIONS OF INSURANCE

Lessee, for itself and its heirs, assigns and successors in interest, shall forever release, defend, indemnify, protect and hold harmless Prince William County, the Prince William County Park Authority, their supervisors, directors, officers, agents, employees, and volunteers from any and all claims, demands, suits, actions, causes of action or suits at law or in equity, of whatsoever kind of nature, for or because of any matter or thing done, omitted, or suffered by Lessee or its directors, officers, agents, employees and volunteers, including costs of suit and expenses for legal services, investigation and attorneys' fees, which may arise out of this Lease, or relating to the sale of concessions or use of the premises.

Lessee shall acquire and maintain at all times during the term of this Lease general liability and casualty insurance covering all of its activities hereunder. The minimum amount of coverage for property damage and personal injury must be one million dollars (\$1,000,000) per occurrence.

Lessee shall be liable for any deductible amounts on this insurance policy. Certificates of insurance required by this License shall be provided to the Authority. The insurance policy must contain an endorsement naming the Authority as an additional named insured and shall be primary as to any other insurance that the Authority may have. Such insurance shall not be canceled or coverage reduced without the insurance carrier first giving thirty (30) days written notice to the Authority in compliance with this provision.

11. TITLE

Lessor covenants and warrants that it has lawful title and right to make this Lease, that it will maintain Lessee in full and exclusive possession of the leased premises, and that, if Lessee shall pay the rent and perform all the agreements, covenants, and conditions required by this Lease to be performed by

it, Lessee may freely, peaceably, and quietly occupy and enjoy the leased premises without molestation or hindrance, lawful or unlawful, by any person or entity whomever.

12. SURRENDER

When this Lease shall terminate in accordance with the terms hereof, Lessee shall quietly and peaceably deliver possession to Lessor, without notice from Lessor other than as may be specifically required by any provision of this Lease. Lessee shall deliver up possession of the leased premises in as good order, repair, and condition as the same are in at the beginning of the term of this Lease, except for reasonable wear and tear and loss, damage, or destruction caused by negligence of Lessor, its agents, employees, or invitees.

13. NOTICE

The effective date of any notice or demand shall be the date said notice or demand is received by the intended addressee.

14. COVENANTS TO BIND RESPECTIVE PARTIES

This Lease and all of the agreements, covenants, and conditions contained herein, shall be binding upon Lessor and Lessee and upon their respective heirs, executors, administrators, successors, and assigns.

15. SCOPE AND INTERPRETATION OF AGREEMENT

This Lease and all duly executed addenda thereto shall be considered to be the only agreement between the parties. The laws of Virginia shall govern the validity, interpretation, performance, and enforcement of this Lease

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be duly executed, in duplicate, and have caused their respective corporate seals or signatures to be hereto affixed; made this _____ day of _____, 2010.

ATTEST: PRINCE WILLIAM COUNTY PARK AUTHORITY

Clerk

Chairman

ATTEST: NORTHERN VIRGINIA SOCCER CLUB

Secretary

President