

RESOLUTION NO. 2161

A RESOLUTION OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO SIGN A LEASE WITH THE SALISBURY AREA CHAMBER OF COMMERCE FOR THE PURPOSE OF OPERATING AN ARTS AND CRAFTS MARKET IN DOWNTOWN SALISBURY

WHEREAS, the Salisbury Area Chamber of Commerce and the Arts and Entertainment District have expressed an interest in operating an Arts and Crafts Market in Parking Lot #33; and

WHEREAS, the purpose of this market is to provide artisans and crafters with an opportunity to showcase and sell their works; and

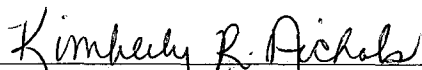
WHEREAS, the Arts and Crafts Market will also support existing businesses on the western end of the downtown and will attract a new base of customers to downtown; and

WHEREAS, the Mayor and City Council believe that an Arts and Crafts Market would be an asset to the downtown area.

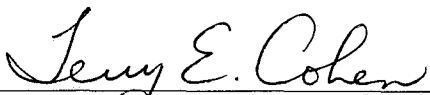
NOW, THEREFORE, BE IT RESOLVED by the City of Salisbury, Maryland to authorize the Mayor to sign the attached lease agreement between the City of Salisbury and the Salisbury Area Chamber of Commerce to operate an Arts and Crafts Market on City Parking Lot #33 from May 1, 2012 to April 31, 2013 with two one-year optional extensions.

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 23rd day of April, 2012 and is to become effective immediately upon adoption.

ATTEST:



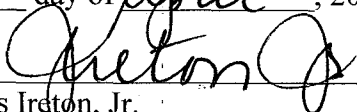
Kimberly R. Nichols
CITY CLERK



Terry E. Cohen
PRESIDENT, City Council

APPROVED by me this

25 day of April, 2012



James Iretton, Jr.
MAYOR, City of Salisbury

LEASE AGREEMENT

THIS AGREEMENT made this 23rd day of April, 2012, between the City of Salisbury ("Landlord") and The Salisbury Area Chamber of Commerce Inc. ("Tenant") as follows:

WITNESSETH:

1. The Landlord hereby rents to the Tenant Parking Lot #33 (bordered on the south by the Wicomico River, on the north by W. Main Street, on the west by Brew River Restaurant, and on the east by Riverfront Property) every Saturday (May 1st – April 30th) for the sum of One Dollar (\$1.00) per day payable upon approval of the lease. Tenant intends to use the property for a Riverside Arts and Crafts Market. The initial term of this lease is May 01, 2012 to April 30, 2013. After expiration of the initial term this lease will automatically renew for two one (1) year terms, subject to mutual agreement by all parties. Either of the parties, with thirty (30) days advance, written notice, may cancel this Lease Agreement.
2. The Tenant hereby covenants with the Landlord to pay rent as aforesaid, keep the premises in good order and to surrender the peaceful and quiet possession of the same at the end of the term in as good condition as when received, and further the Tenant will not do, suffer or permit anything to be done in or about the premises which will contravene any policy of insurance of the Landlord, nor use, nor permit the use for the purposes other than those of Tenant. Tenant further covenants that they will not, at any time, assign this Lease Agreement without the prior written consent of the Landlord, or its representatives. Tenant further covenants that no alterations or repairs will be made to the leased premises without the prior written consent of the Landlord, and that, whatever alterations or repairs the Tenant will be permitted to make will be done at Tenant's own expense.
3. Tenant further covenants as follows:
 - 3.1. To provide the Landlord with a Certificate of Insurance naming the Landlord as an additional insured and to maintain such insurance during the term of the Lease Agreement. Such certificate will evidence that the Tenant has insurance in the following amounts: General Commercial Liability (General, Aggregate \$2,000,000; Each Occurrence \$1,000,000; fire Damage \$300,000; and Medical Expense \$10,000).
 - 3.2. To keep property clean and in good repair during the term of the Lease Agreement and to remove all debris from the premises on or before 5:00 p.m. each Saturday and to deposit the same in the County landfill: no trash will be placed in Landlord trash receptacles.
 - 3.3. To permit access to the property by Landlord employees and to cooperate fully with routine or emergency activities of Landlord agencies.
 - 3.4. To remove all improvements, materials, and equipment and to restore the property to the original condition on or before 5:00 p.m. each Saturday.
 - 3.5. To comply with all Landlord ordinances.
 - 3.6. To refuse to allow any lewd or indecent actions or conduct to be included in the activities or events presented by Tenant on the premises, and nothing is to be presented, used, or sold, or solicited that is against the law, or contrary to, or forbidden by, the Ordinances of the Landlord and the laws of the State of Maryland.
 - 3.7. To permit for sale only those items produced by the artists and crafters who are participating in the Market.
 - 3.8. To prohibit the use of the following items during the Arts and Crafts Market:
 - 3.8.1. Open flames (such as from candles; lanterns, kerosene heaters, LP gas fire devices, charcoal).
 - 3.8.2. Spark producing equipment or processes; and
 - 3.8.3. Space heaters.

- 3.9. To prohibit sales outside of established hours and/or on the streets surrounding Parking Lot #33.
- 3.10. To limit the number of vehicles permitted to be parked at each booth during the Arts and Crafts Market to one (1).
- 3.11. To prohibit operation of vehicles in the pedestrian concourse during the Arts and Crafts Market unless an authorized person escorts the vehicle.
- 3.12. To provide for a two foot wide buffer between the engine compartments of any vehicle parked next to a booth and any materials for sale or being stored.
- 3.13. To prohibit vendors from idling vehicle engines during the market's operating hours.
- 3.14. To prohibit the drilling of any holes, the driving of any stakes or nails, or any other actions which would compromise the structural integrity of the pavement or concrete sidewalks and curbs, including the painting of lines or the making of marks or any other defacing of the surfaces of the parking lot.
- 3.15. To have all facades, signs, etc., be approved by the Department of Building, Permitting, and Inspection.
4. Tenant is permitted to sub-lease portions of the property solely to vendors who will be participating in the Arts and Crafts Market; however, Tenant will retain responsibility for the maintenance and upkeep of the property as provided in this Lease Agreement.
5. Tenant understands that the Parking Lot is a Landlord facility that periodically requires maintenance and repairs. If the operation of the Arts and Crafts Market will interfere with any required maintenance/repairs, the Landlord's Assistant Director of Internal Services, Parking Division, in their sole discretion, may require certain areas to be blocked off and may require the Arts and Crafts Market to move to other areas. The Landlord's Assistant Director of internal Services, Parking Division will give maximum possible notice to the Tenant regarding such repairs/maintenance and will endeavor to work with the Tenant to minimize disruption to the Arts and Crafts Market and to the normal parking operations.
6. Tenant knows, understands, and acknowledges the risks and hazards associated with using the property, and hereby assumes any and all risks and hazards associated therewith. Tenant hereby irrevocably waives any and all claims against the Landlord or any of its officials, employees, or agents for any bodily injury (including death), loss or property damage incurred by the Tenant as a result of using the property and hereby irrevocably releases and discharges the Landlord and any of its officials, employees, or agents from any and all claims of liability arising out of or associated with the use of the property.
7. Tenant will indemnify and hold harmless the Landlord and its officials, employees and agents from and against any and all liabilities, judgments, settlements, losses, costs or charges (including attorneys fees) incurred by the Landlord and any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to, or associated with the use of the property by the Tenant or by the Tenant's members, employees, agents or invitees.
8. Tenant will pay the Landlord for any and all physical loss or damage to the property (including the cost to repair or replace any portion of the property) caused by, arising out of, relating to or associated with the use of the property by the Tenant or by the Tenant's members, employees, agents or invitees.
9. Upon the execution of this Lease Agreement, Tenant will provide Landlord with the name and phone number of an on-site contact person who can be contacted in the event of an emergency.

Arts and Crafts Market on site emergency contact is
Telephone or Cell Phone Number is

Ray Vorhus
410-546-5499

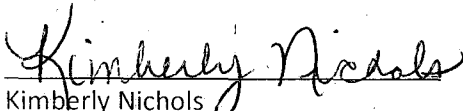
Tenant agrees to provide Landlord with the name and phone number of any new on-site contact person who may succeed the original on-site contact person.

10. IT IS FURTHER ARGUED that if the Tenant will violate any of the foregoing covenants on its part herein made; the Landlord will have the right, without formal notice, to reenter and take possession of the premises and cancel this Lease.

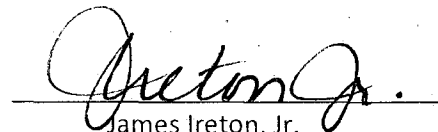
IN WITNESS WHEREOF, the parties have hereunto subscribed their names and affixed their seals the day and year first before written.

ATTEST:

City of Salisbury



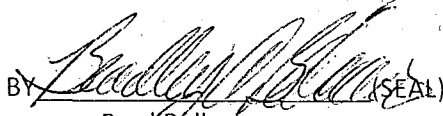
Kimberly Nichols
City Clerk



James Ireton, Jr.
Mayor

ATTEST:

The Salisbury Area Chamber of Commerce Inc.

BY  (SEAL)

Brad Bellacicco
Executive Director