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**CITY OF DANBURY
PARKS AND RECREATION
DEPARTMENT**

HATTERS COMMUNITY PARK
7 EAST HAYESTOWN ROAD
DANBURY, CONNECTICUT 06811

CRAIG R. RENDA, DIRECTOR
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M E M O R A N D U M

TO: Mayor Mark Boughton and Members of Common Council

FROM: Craig R. Renda, Director of Recreation *CR*

DATE: April 19, 2006

RE: Acceptance of Lease – Duck Pin Bowling

I am requesting the review and acceptance of the lease submitted for the Danbury Duck Pin Bowling Alley located in Hatters Park at 7 East Hayestown Road.

RENTAL AGREEMENT

THIS AGREEMENT is entered into this _____ day of May, 2006 between the CITY OF DANBURY, a municipal corporation with a principal place of business at 155 Deer Hill Avenue, Danbury, Connecticut 06810, hereinafter "Landlord," acting herein by Mark D. Boughton, its Mayor, hereunto duly authorized; and

GERALD A. TROCCOLA, of 12 East Hayestown Road, Danbury, Connecticut 06811, hereinafter "Tenant" except as provided in Paragraph 15 below, as follows:

1. **Property.** Tenant agrees to rent from Landlord the Property known as The Danbury Duck Pin Bowling Lanes located at 7 East Hayestown Road in the Hatters Community Park in Danbury, Connecticut 06811 ("Lanes"), along with a nonexclusive right to use available spaces in the adjoining parking area ("Lanes Parking Area").

The word "Property" refers to the Lanes and Lanes Parking Area. The word "Agreement" refers to this Rental Agreement.
2. **Term.** The term of this Rental Agreement is for Five (5) years starting on July 1, 2006 and ending June 30, 2011. The Tenant shall have the option to renew this Rental Agreement upon the same terms except with rental payments increased by \$50.00 each year beyond those set forth in the provisions of Paragraph 22 titled "Schedule of Payments," or upon such other terms as are mutually-agreed in writing by Tenant and Landlord.
3. **Rent.** Tenant agrees to pay \$127,500.00 as rent to be paid in accordance with the provisions of Paragraph 22 titled "Schedule of Payments."
4. **Signage.** The Landlord shall install suitable signage along the roadway identifying Tenant's facilities.
5. **Use of Parking Area.** For the protection of pedestrians and traffic flow using the Lanes Parking Area, neither Landlord nor Tenant shall vend or permit vending within the Lanes Parking Area.
6. **Utilities.** Tenant must pay for all utilities used on the Property. Utilities include water, gas, electricity and oil.
7. **Grace Period.** If Tenant fails to pay the rent within ten (10) days after it becomes due and payable, Tenant is in default.
8. **Default, Waiver of Rights.** If Tenant does not live up to the terms of this Agreement or if Tenant moves out before the end of the term then this Agreement shall terminate. Landlord may then take possession as provided by law. Tenant waives his right to require that Landlord re-enters this Property before taking legal action.
9. **Care of Property.** Tenant agrees to keep this Property in as good a condition as it was at the beginning of the term, except for wear from reasonable use. At the end of this Agreement, Tenant will move out and give the Property back to Landlord absent a renewal as provided in Paragraph 2.

10. Alterations. Tenant must get Landlord's written consent to alter or improve the Property.
11. Compliance with Laws. Tenant must comply with all laws, orders, rules and requests of all governmental authorities. Tenant will also comply with any insurance companies which have issued or are about to issue insurance policies covering this Property or its contents.
12. Holding Over. If Tenant stays in possession after the end of this Agreement, Tenant will still comply with this Agreement.
13. No Waiver by Landlord. Landlord does not waive any rights by accepting rent or by failing to enforce any of the terms of this Agreement.
14. Acceleration of Payments. If Landlord ends this Agreement after a material default by Tenant, Tenant must immediately pay all of the rent for the rest of the term of this Agreement. Landlord will try to rent this Property to others to reduce its damages. Landlord will then refund to Tenant the difference between Landlord's actual damages and the payments Tenant has made.
15. Sublease and Assignment. Tenant may not sublease this Property without Landlord's written consent. Tenant may assign his rights and delegate his duties under this Agreement to a third party after providing Landlord with thirty days' advance notice in writing, subject to the Landlord's approval within such thirty-day period, which approval shall not be unreasonably withheld. If so assigned and delegated, Gerald A. Troccola shall be deemed wholly released from the entirety of this Agreement by novation, and his assignee/delegatee shall be deemed the sole "Tenant" under this Agreement for all purposes for the remainder of its term.
16. Entry by Landlord. Landlord may enter the Property at reasonable times to provide services or to inspect, repair, improve or show it. Landlord will give Tenant reasonable notice of its intent to enter. Landlord may enter the Property without Tenant's consent in case of emergency.
17. Extended Absences. Tenant must notify Landlord if he will be away from the Property for an extended period of time. Tenant shall not be away from the Property for more than sixty consecutive days during any one-year period without Landlord's written consent. Unless otherwise agreed, Landlord may enter the Property without Tenant's consent during such absence.
18. Fire or Other Casualty. Tenant's duty to pay rent may be reduced by fire or other casualties not caused by his negligence or willful act. Tenant will not be required to pay rent while his enjoyment of the Property is substantially impaired. Tenant may also leave the Property and end this Agreement as of the day he leaves. Tenant must notify Landlord of this in writing within fourteen (14) days. Landlord will then return all rent due to Tenant. Tenant may also vacate any unusable part of the Property. Tenant's rent would be reduced to the extent that the fair rental value is reduced.
19. Quiet Enjoyment. Subject to the terms of this Agreement, as long as Tenant is not in default, Tenant may peaceably and quietly have, hold and enjoy the Property.

20. Subordination. This Agreement and Tenant's rights are subject and subordinate to present and future mortgages on the Property. Landlord may execute any papers on Tenant's behalf as Tenant's attorney in fact to accomplish this.
21. Security Deposit. Tenant has deposited \$2,650.00 with you as security that Tenant will live up to all of the terms of this Agreement. If Tenant does not break any of the terms of this Agreement, Landlord will return this deposit and any interest due within thirty (30) days after the end of this Agreement. Landlord may apply as much of the deposit as necessary to reimburse Landlord for any damages resulting from Tenant's occupancy.
22. Schedule of Payments (2006 - 2011):
 - \$2,450.00 on the first day of every month from September 1, 2006 through June 1, 2007
 - \$2,500.00 on the first day of every month from September 1, 2007 through June 1, 2008
 - \$2,550.00 on the first day of every month from September 1, 2008 through June 1, 2009
 - \$2,600.00 on the first day of every month from September 1, 2009 through June 1, 2010
 - \$2,650.00 on the first day of every month from September 1, 2010 through June 1, 2011
23. Insurance. Tenant agrees to carry and maintain for the benefit of Landlord, throughout the term of this Lease, general public liability insurance against claims for bodily injury or death occurring upon or in the demised premises to the limit of Two Million Dollars (\$2,000,000.00) and property damage liability to afford protection to the limit of Two Million Dollars (\$2,000,000.00) per occurrence. Tenant agrees to deliver Certificates of Insurance naming the City of Danbury as additional insured, and detailing said coverage upon execution of this Lease, and further agrees to maintain full coverage in accordance with the requirements of this paragraph throughout the term(s) of this Lease.
24. Personal Property. Tenant agrees to perform routine maintenance and repair on all personal property including, but not limited to, pin setting machines, lane surfaces, and other equipment used in connection with the Hatters Community Park Bowling Lanes; and in addition, Tenant agrees to replace said equipment as necessary at his own cost and expense.
25. Validity of Agreement. If any part of this Agreement is against the law, the rest of this Agreement will remain in full force. Landlord has the right to correct any illegal clause to make it comply with the law.
26. Parties. Both Landlord and Tenant are bound by this Agreement. All parties who lawfully succeed to our rights and responsibilities are also bound.
27. Entire Agreement. All promises Landlord has made are contained in this written Agreement. This Agreement can only be changed by an Agreement in Writing and signed by both Landlord and Tenant.

SIGNED AND AGREED TO BY:

Witness:

CITY OF DANBURY, Landlord

By: _____

STATE OF CONNECTICUT :
: ss: Danbury
COUNTY OF FAIRFIELD :

On this the _____ day of _____, 2006, before me, _____, the undersigned officer, personally appeared Mark D. Boughton, who acknowledges himself to be the Mayor of the City of Danbury, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public/Commissioner of the Superior Court
My Commission Expires:

Witness:

GERALD A. TROCCOLA, Tenant

Debra J Kemlage
Gerald Troccola

By: Gerald Troccola

STATE OF CONNECTICUT :
: ss: Danbury
COUNTY OF FAIRFIELD :

On this the _____ day of _____, 2006, before me, _____, the undersigned officer, personally appeared Gerald A. Troccola, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

DEBRA D. KEMLAGE
NOTARY PUBLIC

Debra D Kemlage
Notary Public/Commissioner of the Superior Court
My Commission Expires:

My Commission Expires August 31, 2006