

**Multnomah Arts Center-Lease Agreement**

This Lease Agreement (the “Lease”) for Multnomah Arts Center (“MAC”) is entered into by and between the CITY OF PORTLAND (the “City”), a municipal corporation of the State of Oregon, by and through its Bureau of Parks & Recreation (“PP&R” or “Landlord” or “City”) and \_\_\_\_\_ (“Tenant”.) Individually or collectively, they may be known as the “Party” or “Parties”, respectively.

In consideration of the mutual covenants and upon the terms and condition set forth in this Lease, Landlord leases to Tenant and Tenant leases from Landlord the described property (the “Premises”). Tenant claims no prior interest in the Premises and acknowledges Landlord’s ownership interest and right to lease the Premises to Tenant.

1. **Premises.** Tenant shall have access to MAC Space # Cottage \_\_\_\_, and the gates to access them. MAC’s physical address at this location is 7740 SW Capitol Hwy, Portland, Oregon 97219, and it is depicted in Exhibit A. Tenant shall also have the right to a mailing address and access to a mail slot during open hours in the main MAC Facility which mailing address is 7688 SW Capitol Hwy, Portland, Oregon, 97219.

2. **Term.** This Lease shall commence on \_\_\_\_\_, 20\_\_ (“Commencement Date”) and terminate on \_\_\_\_\_, 20\_\_ (“Expiration Date”), unless terminated sooner under the provisions of this Lease.

3. **Base Rent**

a) Tenant shall pay a monthly Base Rent according to the lease rate schedule, below, calculated by using \_\_\_\_\_ as the total square footage for Cottage \_\_\_\_

Starting	20__	20__	20__
Cost Per Sq/Ft			
Monthly Rate			
Annual			

- b) The total Base Rent shall be paid on or before the 1<sup>st</sup> of each month during the Term of this Lease.
- c) Rent shall be made payable to the “City of Portland” and delivered by mail to: Attention: Property Manager, Portland Parks & Recreation, PO Box 5066, Portland, Oregon 97208-5066.
- d) In the event that payment by Tenant is dishonored, Tenant agrees to pay Landlord the sum of \$50.00, in addition to a \$100.00 late fee.

4. **Use of the Premises.** The Premises shall be used by Tenant in accordance with the provisions of this Lease, continuously during the entire Term of this Lease, during the following normal days and hours of operation:

- Monday through Friday from 09:00 am to 09:30 pm
- Saturday and Sunday from 09:00 am to 05:00 pm
- Closed on City observed holidays

Tenant may use the Premises for the purpose of \_\_\_\_\_, as stated in the Tenant’s Lease Application. No other use may be made of the Premises without the prior written consent of Landlord.

5. **Acceptance of the Premises.** Except as otherwise provided herein, Tenant accepts the Premises on an “as-is” basis, with no representations or warranties, express or implied, being made by the City, its officers, agents or employees. Furthermore, Tenant accepts its responsibilities under this Lease subject to the valid existing agreements and rights of others, including, but not limited to, existing permits, licenses, and easements.
6. **Security Deposit.** Upon execution of this Lease, Tenant must pay a Security Deposit in the amount of \_\_\_\_\_ (\$\_\_\_\_. \_\_\_\_). Return of some or all of the Security Deposit is contingent on Tenant having fully performed all provisions of the Lease, including condition of the Premises upon surrender back to the Landlord. No interest shall be computed on the Security Deposit.
7. **Fire Prevention.** Tenant shall not use the Premises in any manner that causes the fire insurance rate on the building in which the Premises are located to be increased or that would prevent Landlord from taking advantage of any ruling of the Insurance Services Offices of Oregon, or its successors, which could allow Landlord to obtain reduced premium rates for long term fire insurance policies. Tenant shall prevent and control fire on the Premises and comply with any rules and regulations set forth by the Fire Marshal. Tenant shall promptly pay for any fire inspection or re-inspection fee assessed to the Premises and make all corrections as ordered by the Fire Marshall.
8. **Overloading Floors.** Tenant shall not overload the floors of the Premises so as to cause any undue or serious stress or strain to the building in which the Premises are located. No item that weighs over 2,000 pounds may be placed on the Premises.
9. **Signs and Attachments.** Tenant may not place any temporary or permanent signs at the Premises without Landlord’s advance written consent.
10. **Alterations and Additions.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof or its contents without first obtaining the written consent of Landlord.
11. **Special Conditions.** Tenant agrees to comply with Landlord’s Special Conditions respecting use of any common areas and the building. A copy of Landlord’s current Special Conditions to Lease Agreement is attached as Exhibit B. Landlord reserves the right to change its Special Conditions in its sole discretion without prior notice to Tenant.
12. **Security Measures.** Tenant shall keep the Premises secured at all times. If required by Landlord, Tenant will provide an adequate level of security or crowd control personnel for protection of the Premises’ assets and the general public. Landlord may, but shall have no obligation to, provide security service or to adopt security measures regarding the Premises or the building.
13. **No Smoking.** The entire Premises, including the parking lot and the building are “no smoking”, areas, pursuant to Portland City Code 20.12.110. Tenant shall not permit smoking of cigars, cigarettes, pipes, or other smoking instruments within the Premises.
14. **Prohibitions and Limitations on Use of the Premises.** In addition to any other prohibitions or limitations on Tenant’s use of the Premises contained in the Lease, Tenant shall not: i) use or permit the Premises to be used in any illegal manner; ii) create or permit to be created any damage, nuisance or waste to the Premises or the building, including any objectionable noise, vibration or odor to be emitted or escape from the Premises, or cause defacement or injury of the building, including

impairment of its strength or durability; iii) disturb, interfere or obstruct the rights of Landlord or other tenants, users, or occupants of the building; iv) cause damage or injury to nearby properties or property owners; v) create or permit to be created any condition which would constitute a fire or environmental hazard, or be dangerous to persons or property; vi) injure the reputation of the building; vii) permit the Premises to be used for lodging or sleeping purposes; viii) sell or permit to be sold any alcoholic beverages or alcoholic liquors on the Premises excepting upon Landlord's prior written consent and pursuant to the limitations of state issued permit(s) or license(s); ix) sell or permit to be sold any controlled substances on or about the Premises; x) install, affix or attach any trade fixtures on the Premises except with the prior written consent of Landlord; xi) store gasoline or other highly combustible materials on the Premises; xii) permit the sale of any pornographic material on the Premises; xiii) permit any cash, credit card, or coin-operated vending, novelty or gaming machines or equipment on the Premises without the prior written consent of Landlord, or permit any gambling or social gaming; xiv) permit the use of the Premises for a second-hand store, pawnshop, or for conducting auction, distress or fire sale, or bankruptcy or going-out-of-business sale or the like; or xv) make use of roller skates, roller blades, skateboards, bicycles, unicycles or other similar devices or apparatus.

15. **PP&R Staffing at MAC.** PP&R or City staff may be on the Premises during the Term of this Lease. Designated PP&R staff will be on-call to address facility issues or emergencies. The designated staff person and his/her phone number and his/her email address will be provided.
16. **Utilities.** Landlord will furnish and pay for reasonable expenses for water, electricity, gas, heat, and hot water for the Premises. Landlord will not provide janitorial services. If Landlord incurs expenses for janitorial service, or for maintenance, clean-up or repair due to Tenant's use, Tenant shall be liable for and promptly pay the additional expense upon demand by Landlord.
17. **Maintenance and Repairs**
  - a) Tenant shall, at all times, maintain the Premises and all improvements of any kind, which may be erected, installed or made thereon by Landlord or Tenant in neat condition, free of trash and debris, in good and substantial condition, order and repair. Tenant shall promptly notify Landlord if the Premises becomes infested with insects or vermin. The MAC Maintenance Responsibilities Matrix is attached hereto as Exhibit D.
  - b) Tenant shall give Landlord prompt notice of any condition, disturbance, accident or occurrence at the Property which might create a hazard to other users. Tenant shall be responsible for reimbursing Landlord for repair or replacement costs for damages or alterations caused by Tenant. If repairs are done by Landlord, Landlord may take any or all of the following actions: i) deduct costs to restore, repair or re-alter from the Security Deposit; ii) invoice Tenant for the costs for restoring, repairing or altering the Premises that may be necessitated by Tenant's activities; iii) seek recovery from Tenant's insurance carrier; and iv) pursue any legal or equitable remedy under the law
  - c) Landlord reserves the right to make emergency repairs when said repairs are necessary to address immediate health and safety concerns. Tenant shall reimburse Landlord for all reasonable costs of emergency repairs if it is a defined responsibility of Tenant's. To the extent that it is reasonable to do so, Landlord will make a good faith effort to coordinate with Tenant as to these repairs.

- d) Tenant shall adhere to applicable provisions of the PPR Red Book. The Red Book is available on line at [http://www.parks.city/wca/employee\\_orientation/redbook/default.asp](http://www.parks.city/wca/employee_orientation/redbook/default.asp). Tenant shall cooperate fully with City in the investigation of any damage to persons or property occurring on or about the Premises;
- e) Consult with the PP&R Property & Business Development Manager as to safety or maintenance concerns associated with the grounds and structural components of the Premises.

18. **Hazardous Materials**. No materials shall be stored, used, manufactured or disposed of within the Premises or any surrounding City property except in compliance with all federal, state and local laws, provided that in no case may there be stored, used, manufactured or disposed of within the Premises or any surrounding City property any hazardous substances, as defined by ORS 465.200 and implementing regulations of the State of Oregon Department of Environmental Quality or which constitute a public health hazard, as defined by rules of the Oregon State Health Division, and no condition shall be permitted within the Premises or surrounding Premises which constitutes a health hazard, as defined by the rules of the Health Division.
19. **Landlord's Inability to Perform**. Landlord shall not be deemed in default for the non-performance or for any interruption or delay in performance of any of the terms, covenants and conditions of this Lease if due to any labor dispute, strike, lockout, civil commotion or operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain labor, services or materials, or through act of God or other causes beyond the reasonable control of Landlord, providing such cause is not due to the willful act or neglect of Landlord.
20. **Indemnification** Tenant shall indemnify, defend, and hold harmless the City, its officers, directors, agents and employees from any and all liability, damages, expenses, attorney's fees, causes of action, suits, claims or judgments, arising out of or connected with (i) Tenant's entry, use or occupancy of the Property, (ii) any failure of Tenant to comply with the terms of this Lease or any violation of law or ordinance, and (iii) the acts or omissions of Tenant, its officers, directors, agents and employees or invitees; provided, however, the Tenant shall not be liable for claims caused by the sole negligence of the City, its officers, directors, agents and employees. Tenant shall, at their own cost and expense, defend (with counsel acceptable to City) any and all suits which may be brought against Tenant or City, their officers, directors, agents and employees, either alone or in conjunction with others upon any such above mentioned cause or claim, and shall satisfy, pay, and discharge any and all judgments; including attorney fees and costs, that may be recovered against City or Tenant, their officers, directors, agents and employees in any such action or actions, including any appeals, in which they may be party defendants.

City, its officers, directors, agents and employees shall not be liable for any damage to equipment or any other property of Tenant or to any person in or upon the Property including but not limited to damage by fire, explosion, electricity, flooding, vandalism, water or rain, or any other cause whatsoever unless caused by or due to the sole negligence of City, its officers, directors, agents and employees.

City or its officers, directors, agents and employees shall not be liable for any latent defect at the Property. In addition to the indemnity provided above, Tenant agree to indemnify, defend and hold harmless City, its officers, directors, agents and employees from and against all damages, costs, liabilities, and expenses caused by, arising out of, or in connection with, Tenant's handling, storage,

discharge, transportation or disposal of hazardous or toxic wastes or substances, pollutants, oils, materials or contaminants, as those terms are defined by federal, state or local law or regulation, as amended from time to time. Damages, costs, liabilities and expenses shall include any amounts claimed to be owed by any regulating and administering agency.

Tenant, as a material part of the consideration to the City, hereby assume all risk of damage to property or injury to persons in, upon or about the Premises from any cause other than the City's sole negligence, and Tenant waive all claims in respect thereof against City.

**21. Insurance**

- a) Insurance Requirements. During the term of this Lease, Tenant shall maintain insurance that satisfies City's standard insurance requirements for permit and license holders. A copy of City's current insurance requirements is attached hereto as Exhibit C. City may notify Tenant, from time to time, of changes in City's standard insurance requirements. Furthermore, Tenant will require all its contractors to maintain the same insurance coverage that is required of Tenant.
- b) Waiver of Subrogation. Tenant and City each agree to waive claims arising in any manner in favor of either City and Tenant and against the other for loss or damage to their property located within or constituting a part or all of the Premises or for loss due to bodily injury to the extent the loss or damage is covered by property or liability insurance the Party is required to carry under this Lease. The waiver also applies to Tenant's directors, officers, employees, shareholders and agents and to City's officers, agents and employees. The waiver does not apply to claims arising from the willful misconduct of Tenant or City. Notwithstanding anything to the contrary herein, the waiver of subrogation does not apply to deductible amounts that the Parties are responsible for under their respective insurance policies.

**22. Default and Remedies**

Any default on any obligation in this Lease by Tenant may result in termination of the Lease by Landlord.

**23. Termination**

- a) Voluntary Termination. Either Party may voluntarily terminate the Lease with no less than \_\_\_\_\_ ( ) days written notice to the other Party.
- b) Termination Process. Upon expiration of the Lease Term or early termination, Tenant shall deliver all keys or pay to replace lost or stolen keys to the City and shall surrender the Premises to City in a similar condition as to when Tenant first began using the building. All repairs for which Tenant is responsible shall be completed prior to such surrender or will be deducted from Tenant's Security Deposit. All Tenant property shall be removed immediately upon termination, and a failure to do so shall be considered abandonment of such property. Should Tenant fail to affect the removals or make repairs, City may do so and charge the cost to Tenant together with late charges as provided by this Lease from the date of the expenditure. Tenant shall be

responsible for all costs and damages to City as a result of Tenant’s failure to surrender the Premises in accordance with the Lease, and this clause shall survive the termination of the Lease.

24. **Miscellaneous**

- a) **City Consent.** Unless otherwise stated, whenever consent, approval or direction by City is required under the terms contained herein, all such consent, approval or direction must be in writing from the Director of PP&R or a person designated in writing by the Director.
- b) **Replacement of Keys/Locks.** Tenant shall be liable for the full cost of replacing keys or the replacement of locks at MAC in the event Landlord determines, in its sole discretion, that any or all locks need to be replaced, because Tenant has lost the keys that were provided on the Commencement Date of the Lease.
- c) **Subleasing and Assignment.** Tenant shall not sublease or assign the Premises to any party without the express and advance written consent of Landlord.
- d) **Notices.** All notices under this Lease shall be in writing and shall be deemed validly given if sent by mail, nationally recognized courier or facsimile transmission, and shall be effective upon receipt. Any Party may change the designated recipient of notices by written notice to the other Party. Notices should be addressed as follows:

<u>PPR:</u>	Portland Parks and Recreation Bureau 1120 SW 5 <sup>th</sup> Ave, Suite 2200 Portland, OR 97024 Attention: Jamal Fox, Property & Business Development Manager Telephone: (503) 823-5229 Facsimile: (503) 823-5570
	<u>With a copy to:</u> City Attorney’s Office – City of Portland 1221 SW 4 <sup>th</sup> Ave, Room 430 Portland, OR 97204 Attention: PP&R Legal Advisor Telephone: (503) 823-4047 Facsimile: (503) 823-3089
<u>Tenant:</u>	

- e) **Governing Law.** This Lease shall be governed by and construed under the laws of the State of Oregon, excluding its choice of law principles.
- f) **Forum.** Any litigation between the City and Tenant arising under this Lease, or out of work performed under this, shall occur, if in the state courts, in the Multnomah County Court having

jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

- g) Disputes. The Parties will make a good faith effort to resolve disputes in a reasonable manner and will proceed through the following courses of action prior to resorting to litigation: Party to Party negotiations; administrative appeals; and mediation and/or non-binding arbitration.
- h) Construction and Interpretation of Lease. Should any provision of this Lease require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a Party by reason of the rule or conclusion that a document should be construed more strictly against the Party who prepared it. It is agreed and stipulated that all Parties hereto have equally participated in the preparation of this Lease and that each Party had the opportunity to consult legal counsel before the execution of this Lease.
- i) Entire Agreement. This Lease constitutes the entire agreement of the Parties and shall supersede any prior or contemporaneous agreements or negotiations, whether written or oral, between the Parties, regarding the subject matter herein.
- j) Further Documents. Each Party agrees to cooperate with the other in the execution of any documents necessary to protect its rights under this Lease.
- k) Illegality. If any provision of this Lease is determined by a proper court to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Lease and this Lease shall remain in full force and effect without such invalid, illegal or unenforceable provision.
- l) Waiver in Writing. No waiver of any provision of this Lease or any breach of this Lease shall be effective unless such waiver is in writing and signed by the waiving Party and any such waiver shall not be deemed a waiver of any other provision of this Lease or any other or subsequent breach of this Lease.
- m) The Rights to Gather and Be Heard. Tenant will not take any action which would be considered a denial of the public's constitutional right to gather and be heard in the common areas of the Premises.
- n) No Partnership. Nothing contained in this Lease is intended to create or shall in any event or under any circumstance be construed as creating, a partnership or a joint venture between Landlord and Tenant.
- o) Unreinforced Masonry Building Notice: The Multnomah Arts Center Main Facility is classified as an Unreinforced Masonry Building (URM). URM's may be unsafe in the event of a major earthquake.
- p) Property Taxes: Tenant shall be responsible for and will pay before delinquent all taxes or fees assessed during the Term of this Lease against any leasehold or personal property of any kind owned by or placed upon or about the Premises by Tenant. In the event Tenant may be eligible for a real property tax exemption, Tenant shall be responsible for taking all measures necessary to receive such exemption, including, but no limited to, timely submission of all required applications and payment of fees to Multnomah County Oregon or any other appropriate jurisdictions. Landlord shall cooperate with such efforts at no cost to Landlord.
- q) Exhibits; Time of Essence; Counterparts; Amendments. The Exhibits attached to this Lease are made a part of this Lease. Time is of the essence of this Lease. This Lease may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Lease. This Lease may not be amended or modified except by a written instrument signed by Landlord and Tenant. The Director of Parks and Recreation is authorized to sign any amendment to this Lease that does not have a significant financial impact on the City.

Landlord and Tenant have caused their duly authorized representatives to execute this Lease by their duly authorized officers.

**LANDLORD:**

The City of Portland,  
through its Bureau of Parks and Recreation

\_\_\_\_\_

Adena Long, Director

Title: Director

Date: \_\_\_\_\_

**TENANT:**

\_\_\_\_\_  
\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



**Exhibit A-Premises:**

## **Exhibit B-Special Conditions to Lease Agreement**

### **IN CASE OF EMERGENCY, CALL:**

POLICE, call 911      AMBULANCE, call 911  
FIRE, call 911  
And notify Landlord at 503-823-3187

### **NORMAL HOURS OF OPERATION**

Monday through Friday: 9:00am to 9:30pm;  
Saturday and Sunday: 9:00 am to 5:00 pm  
The building will be closed on City observed holidays.

### **COMMON AREAS**

- Common areas shall be kept free of boxes and debris and shall not be used for storage.
- Bicycles shall be stored in the rack provided, or other approved areas, and not in the corridor.

### **SIGNS**

- All signs must be in accordance with Multnomah Arts Center sign standards and guidelines and shall be approved by the Multnomah Arts Center office before installation.
- Prior written approval of the Multnomah Arts Center office shall be obtained before any change or addition to interior or exterior signs.
- Paper signs and/or stickers as well as all signs of a temporary character or purpose, regardless of the composition of the sign or material used therefore, will not be permitted except in designated areas.
- Paper signs should be temporary only and used primarily for special events. They can be used no more than 2 weeks. This rule also applies to lawn signs and banners.
- Special announcements inside on walls or by doors need to be consistent in location and size.
- If glass doors facing halls (inside) are to be used for signs facing inside the tenant's space, the glass should be obscured in some agreed-upon manner.
- No letters should be printed on building.

### **EXTRA CHARGES**

Charges may be assessed for:

- a) Use of Multnomah Arts Center staff-person during after-hours rental of common space for events open to the public;
- b) Use of Multnomah Arts Center staff-person during after-hours rental of common space for events with an attendance of 30 or more;
- c) Use of Multnomah Arts Center staff-person during after-hours rental of common space for events to which any outside door will be unlocked or unmonitored;
- d) Use of Multnomah Arts Center common rental space which the tenant has not rented but uses nevertheless. This charge will be based on the rates for the public using the same space and may, at the discretion of Multnomah Arts Center, be charged as overtime. This charge may not be taken out of the tenant's Extra Space credit line, but must be paid separately. All subsequent reservations will be considered void until this payment is received.
- e) Failure to comply with Multnomah Arts Center regulations may result in a charge.
- f) If spaces are not properly cleaned or set up afterwards, Multnomah Arts Center clean-up charges, as each tenant has received on a separate sheet and as apply to public rentals, apply.
- g.) All other uses of common space

Lessor reserves the right to require the use of Multnomah Arts Center staff-person during after-hours use or rental of common space for the events listed in sections a, b, and c above or for any other event where it is merited in the sole discretion of Lessor or Multnomah Arts Center. Lessor may charge for staff person time and this charge may be required of all tenants (Lessees) or any particular tenant, for a particular after-hours event, ongoing after hours events, or for all after hours events of a particular tenant or tenants.

### **ATTENDANCE REPORTING**

- Lessee shall report all attendance figures on a monthly basis to Multnomah Arts Center office, due no later than the sixth day of the following month. These figures shall include each individual who volunteers for, works for or uses the lessee's services in the Multnomah Arts Center during said month. Each time an individual attends, it counts toward attendance figures. For instance, John comes into your office on Monday to discuss business. He happens to bring his toddler daughter. This counts as two people attending that day. If they come in again later that evening for a different reason, that counts as two more people. Another instance may be your own staff. If you have three staff working in your office, say, twenty-one days out of the month of April, that counts as 63 people toward your attendance figures.
- Lessor or Multnomah Arts Center reserves the right to require charge for Multnomah Arts Center staff time required to determine tenant's monthly attendance, if tenant has not reported said attendance by the sixth day of the following month, in accordance with Multnomah Arts Center regulations. This charge will be no less than \$15/month.

### **LOCKS AND KEYS**

- Tenant shall be responsible for all locks and keys to its individual area.
- The cost of replacement locks and keys will be paid by Tenant.

### **SECURITY**

Security of the building in use by the Tenant or Tenant's employees, agents, or visitors or licensees during hours other than normal operation will be the responsibility of the Tenant.

### **ANIMALS**

No animals other than service animals are permitted at the Multnomah Arts Center or in the Premises.

### **INTERNAL AFFAIRS**

Each tenant may send a representative to regularly scheduled meetings of the Tenant Advisory Board.

### **GRIEVANCES**

The resolution of any grievances between parties shall first be attempted between the Director of the Multnomah Arts Center for the Lessor and the manager of the Lessee. In the event a resolution cannot be resolved with the Building Manager, the Lessee may approach Portland Parks and Recreation through channels, beginning with the Workforce and Community Alliance Manager or the Property Manager.

### **MAINTENANCE**

- All food preparation areas are the responsibility of the Tenant/User and are to be cleaned by the Tenant/User after each use.
- The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no rags, rubbish, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures by Tenant, its agents, employees, licensees or guests shall be borne by the Tenant.
- No Tenant, nor any of the Tenant's employees, agents, visitors or licensees, shall at any time bring or keep upon the Premises any flammable, combustible or explosive fluid, chemical or substance, or allow any unusual or objectionable odors to be produced upon the Premises, or permit animals or birds to be brought or kept on the Premises.

## **TRASH AND RECYCLING**

- Boxes shall be broken down, flattened, stacked, and placed only in the container so designated (dumpster).
- All putrescent or odorous items (disposable diapers, food stuffs, etc.) must be disposed of in tightly-sealed containers and deposited in dumpster.
- For some events, tenant may be required at the discretion of the Multnomah Arts Center staff present to remove trash and/or to pay extra dumpster or trash removal fees.
- Tenants shall recycle as much of its waste as practicable, using standard recycling practices.

## **VECTOR PREVENTION**

Tenant shall be responsible for the following proper sanitation and storage practices for the prevention of rodents and other vectors:

- a) Garbage and waste shall be contained in a sanitary manner.
- b) Garbage and other waste containers shall be of sufficient volume to provide storage for all rubbish and garbage generated within the tenant's leased spaces. Such containers shall be rodent-proof, insect disease vector-proof and watertight with tight fitting lids.
- c) Food spillage and food utensils shall be cleaned daily.
- d) Accumulated materials shall be stored in a manner that facilitates monitoring for pest activity and prevents harborage of noxious insects, rodents, and wildlife.
- e) Unnecessary items shall be discarded or recycled.

## **NON-PROGRAM SPACE (COMMON AREAS)**

- Each user is required to leave common areas as well-ordered and clean as they are found. Chairs and tables added to or subtracted from rooms must be replaced in the arrangement shown for that space, or as they were found if there is no arrangement shown. Each table must be the same size as shown for that space. Users are expected to do their own set-up, including table and chair arrangement, stage backdrop arrangement, carpet rolling or unrolling, divider placement, chalkboard erasing, and so on. This applies even if the space is not left properly by the previous user.
- All tenant's may use additional rental space at the tenant rate, which is provided at a 50% reduced rate from the general public rate before any discounts. Multnomah Arts Center reserves the right to periodically increase these rates to the public and therefore, rates are subject to change without advance notice. Any rentals on file will be honored at the rate at the time of booking. Tenant rentals may be booked a year in advance.
- No charge for sound and lighting extras
- No damage deposit required
- No processing fees
- All fees subject to change

## Exhibit C-City Standard Insurance Requirements

At all times during the life of this Lease, or as may further be required by this Lease, Tenant at its own cost and expense, shall provide the insurance specified as follows:

1. Evidence Required

Tenant and its contractors or subcontractors, if any, shall maintain on file with the Property & Business Development Manager, Portland Parks and Recreation, a certificate of insurance and an additional insured endorsement from (CG2012 or similar) certifying the coverage required under this Lease. Such certification shall be submitted to PP&R at or before execution of this Lease and then annually for the duration of the Lease. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Lease by the City.

2. Notice of Cancellation, Renewal, Reduction or Material Change in Coverage

The insurance policy shall provide that the insurance shall not terminate or be materially changed without thirty (30) days written notice first being given to Portland Parks and Recreation. Notices shall be sent to the PP&R's Property & Business Development Manager, 1120 SW Fifth Ave, Room 1302, Portland, Oregon 97204. If the insurance coverage is canceled, terminated, or reduced prior to completion of the Lease, the Tenant or its contractors or subcontractors, if any, shall provide a new policy with the coverage required under this Lease. The Tenant and its contractors shall maintain continuous, uninterrupted coverage for the duration of the permit.

3. Insurance Required

- a) Tenant and its contractors and subcontractors, if any, shall maintain public liability and property damage insurance that protects the Tenant and the City and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or bodily injury, including death, arising from the Tenant's work under this Lease. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motorized vehicles by the Tenant and its contractor or subcontractors, if any. The insurance shall provide coverage for not less than \$1,000,000 for personal injury to each person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence involving property damage; or a single limit policy of not less than \$2,000,000 covering all claims per occurrence.
- b) The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage shall apply as to claims between insureds on the policy.
- c) Workers Compensation Insurance. Tenant, its contractors or subcontractors, if any, and all employers on its behalf are subject employers under Oregon Workers Compensation Law for this Lease and shall comply with ORS Chapter 656 which requires them to provide Oregon workers compensation coverage in accordance with Oregon law for all of their subject workers. Tenant and its contractors and subcontractors shall provide and maintain a

certificate of current and effective coverage with the City at all times during the term of this Lease.

4. Special Provisions

- a) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Tenant, and any approval of said insurance by the City is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Tenant pursuant to this Lease, including but not limited to the provisions concerning indemnification.
- b) PP&R reserves the right to terminate or suspend the Lease in the event of non-compliance with the insurance requirements of this Exhibit. In no event shall any suspension entitle Tenant to an extension of the Term of the Lease specified in this Exhibit.

5. Exceptions

- a) If your organization is self-insured, a letter or Certificate stating so will be required, demonstrating that you have coverage in the required amounts.
- b) If you are a sole proprietor with no employees, or if you otherwise claim to be exempt from Workers Compensation Insurance, you will need to complete the City's Workers Compensation Questionnaire.
- c) If your firm is being covered by an Owner Controlled Insurance Program (OCIP), please provide documentation to that affect.

**\*(Note: General liability limits may be increased, at the discretion of the City's Risk Manager, relative to risk involved).**

### Exhibit D-MAC Maintenance Responsibilities Matrix

Maintenance Item	Landlord	Tenant	N/A	Notes
Roof	X			
Gutters/downspouts	X			
Windows (incl. replacing cracked/broken glass)		X		Tenant reimbursable expense
Doors, exterior, including garage		X		Tenant reimbursable expense
Walls, exterior	X			
Stairs, exterior	X			
Interior walls/ceiling		X		Tenant reimbursable expense
Doors, interior		X		Tenant reimbursable expense
Floors		X		Tenant reimbursable expense
Interior stairs		X		Tenant reimbursable expense
Painting, interior		X		Tenant reimbursable expense
Painting, exterior	X			
Masonry	X			
Foundation	X			
Mechanical systems/HVAC	X			
Heat adjustments		X		Tenant reimbursable expense
Plumbing, in-wall (pipes, etc.)	X			
Plumbing fixtures		X		Tenant reimbursable expense
Drain and toilet clogs		X		Tenant reimbursable expense
Electrical, in-wall (including switches and receptacles)		X		Tenant reimbursable expense
Electrical service and panels	X			
Exterior lighting	X			
Replace lightbulbs (includes fixture lamps)		X		Tenant reimbursable expense
Appliances (ranges, dishwashers, washers, dryers, air conditioners)		X		Tenant reimbursable expense
Kitchen equipment (hood, fans, ductwork, grease traps, disposals)		X		Tenant reimbursable expense
Elevators (passenger, freight, equipment)			X	
Landscaping	X			
Pathway maintenance, snow, ice and debris removal	X			
Sidewalks (structural- trip hazards)	X			
Leaf removal	X			
Fencing	X			
Custodial		X		Tenant reimbursable expense
Life/safety - Sprinklers	X			
Alarm system- ongoing maintenance, repair		X		Tenant reimbursable expense

<b>Alarm system, monitoring fees</b>		X		Tenant reimbursable expense
<b>Maintenance Item</b>	<b>Landlord</b>	<b>Tenant</b>	<b>N/A</b>	<b>Notes</b>
<b>Pest control using IPM-certified contractor</b>		X		Tenant reimbursable expense
<b>Special Features (fireplace, fountains, etc.)</b>			X	
<b>Tenant improvements</b>		X		