

INTRODUCED: October 14, 2025

AN ORDINANCE No. 2025-239

To authorize the Chief Administrative Officer, for and behalf of the City of Richmond, to execute a Lease Agreement between the City of Richmond, as landlord, and Richmond Community ToolBank, as tenant, for the purpose of storing tools, materials, and equipment at Broad Rock Sports Complex located at 4385 Old Warwick Road.

\_\_\_\_\_  
Patron – Mayor Avula

\_\_\_\_\_  
Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

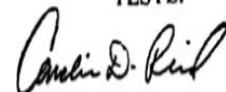
PUBLIC HEARING: NOV 10 2025 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Lease Agreement between the City of Richmond, as landlord, and Richmond Community ToolBank, as tenant, for the purpose of storing tools, materials, and equipment at Broad Rock Sports Complex located at 4385 Old Warwick Road. The Lease Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

A TRUE COPY:  
TESTE:



City Clerk

AYES: 9 NOES: 0 ABSTAIN: \_\_\_\_\_

ADOPTED: NOV 10 2025 REJECTED: \_\_\_\_\_ STRICKEN: \_\_\_\_\_

# City of Richmond

## Intracity Correspondence

### O&R Transmittal

**DATE:** September 9, 2025

**TO:** The Honorable Members of City Council

**THROUGH:** The Honorable Dr. Danny Avula, Mayor

**THROUGH:** Odie Donald II, Chief Administrative Officer

**THROUGH:** Amy Popovich, DCAO for Human Services

**FROM:** Christopher E. Frelke, Director of Parks, Recreation & Community Facilities

**RE:** Lease Agreement between the City of Richmond and Richmond Community ToolBank

**ORD. OR RES. No.** \_\_\_\_\_

**PURPOSE:** To authorize the Chief Administrative Officer, for and behalf of the City of Richmond, to execute a Lease Agreement between the City of Richmond, as landlord, and Richmond Community ToolBank, as tenant, for the purpose of storing tools, materials, and equipment at Broad Rock Sports Complex located at 4385 Old Warwick Road.

**BACKGROUND:** The Department of Parks, Recreation and Community Facilities (PRCF) works collaboratively with Richmond Community ToolBank (ToolBank). ToolBank empowers the not-for-profit sector with tools, equipment and expertise that are central to completing community transformation projects through their toll lending program.

**COMMUNITY ENGAGEMENT:** N/A.

**STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL:** None.

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** N/A.

**FISCAL IMPACT / COST:** The City of Richmond is entering into a one-year lease agreement with ToolBank at no cost.

**DESIRED EFFECTIVE DATE:** Upon adoption

**REQUESTED INTRODUCTION DATE:** October 14, 2025

**CITY COUNCIL PUBLIC HEARING DATE:** November 10, 2025

**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** Land Use, Housing and Transportation

**AFFECTED AGENCIES:** PRCF

**RELATIONSHIP TO EXISTING ORD. OR RES.:** None.

**ATTACHMENTS:** ToolBank Lease Agreement

**STAFF:** Christopher Frelke, Director, PRCF – (804) 646-1128

Nissa Richardson, Deputy Director, PRCF – (804) 646-5619

Daniel Hazlett, Senior Management Analyst, PRCF – (804) 646-7506

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (this “**Agreement**”) is made as of the Effective Date (as defined below) by and between **CITY OF RICHMOND, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia (“**Landlord**”), and **RICHMOND COMMUNITY TOOLBANK**, a nonstock, nonprofit Virginia corporation d/b/a Richmond ToolBank (“**Tenant**”). Landlord and Tenant are at times collectively referred to hereinafter as the “Parties” or individually as a “Party”.

### RECITALS

A. Landlord owns that certain real property with improvements commonly known as the Broad Rock Sports Complex, located at 4835 Old Warwick Road, Richmond, Virginia, 23224, and shown on the tax map for the City of Richmond, Virginia as Tax Parcel No. C0080224006 (such real property, together with all parking and other improvements thereon and appurtenances thereto, being hereinafter collectively referred to as the “**Property**”).

B. Tenant’s mission is to empower the not-for-profit sector with the tools, equipment and expertise that are central to completing community transformation projects, including, without limitation, Tenant’s flagship tool lending program.

C. Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, the Leased Premises (as defined below), subject to the terms and conditions of this Agreement.

D. In support of the foregoing, on \_\_\_\_\_, 20\_\_\_\_, the City Council for the City of Richmond, Virginia (“**Council**”) adopted that certain Ordinance No. \_\_\_\_\_, which approved the form of this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, Landlord and Tenant agree as follows:

**1. Recitals.** The foregoing Recitals are true and correct and are incorporated herein by reference.

**2. Definitions.**

**a. CAO.** “CAO” means the then-current Chief Administrative Officer of the City of Richmond, Virginia, or their designee.

**b. Effective Date.** “Effective Date” means the later of the dates by which both Parties have signed this Agreement.

**c. Hazardous Substances and Wastes.** “Hazardous Substances and

Wastes" means those hazardous substances and hazardous wastes as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. §§9601 et seq., respectively, and in any regulations promulgated thereto.

**d. Improvements.** "Improvements" means any renovations, alterations, additions, or structural or non-structural improvements made to the Leased Premises by Tenant, and shall include any and all furniture, fixtures and equipment permanently affixed to the Leased Premises.

**e. Laws.** "Laws" means i) all applicable laws, rules, regulations, ordinances, directives, covenants, easements, and zoning and land use regulations; and ii) all restrictions of record, permits, and building codes, now in effect or which may hereafter come into effect.

**f. Leased Premises.** "Leased Premises" means that certain portion of the Property as outlined on Exhibit A attached hereto and by this reference incorporated herein, located in the parking lot for the outdoor basketball ball courts located immediately past the entrance to the Property off Warwick Road.

**g. Permitted Use.** "Permitted Use" means the following uses for the Leased Premises: placement, maintenance and use of three (3) to five (5) large, walk-in storage containers (collectively, the "**Containers**"), which shall contain tools, materials and equipment owned by Tenant (collectively, "**Tools**"), which community non-profit organizations and individuals can borrow for a modest fee, all in accordance with the other terms and conditions of this Agreement. Tenant shall be entitled to retain all fees and charges Tenant collects from its users and members at the Leased Premises.

**3. Lease.** Commencing on the Effective Date, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises, of which Tenant shall have sole and exclusive use and possession during the Term (as defined below), subject to the terms and conditions of this Agreement.

**4. Term.** The initial term of this Agreement will be one (1) year, to commence on the Effective Date and to expire at 12:00 a.m. on the date that is the first (1st) anniversary of the Effective Date, unless sooner terminated in accordance with the terms and conditions of this Agreement; provided, however, and notwithstanding the foregoing, the term of this Agreement shall automatically renew for up to two (2) additional (1) extension terms provided that there is no then-current Tenant Default (as defined below) and provided that neither Party has notified the other Party in writing of an intent not to so renew at least thirty (30) days prior to the then-current expiration of the term (the initial term, and any extension(s), the "**Term**"). Notwithstanding anything to the contrary contained in this Agreement, either Landlord or Tenant may elect, in such Party's sole and absolute discretion, at any time during the Term, to terminate this Agreement for any reason or no reason at all upon thirty (30) days' prior

written notice to the other Party, and, in such event, the Parties shall have no further obligations under this Agreement, other than those stated to survive termination or expiration.

**5. Rent.** There shall be no base rent owed by Tenant to Landlord under this Agreement. The Parties acknowledge and agree that the consideration for Landlord leasing the Leased Premises to Tenant shall be Tenant's operation of the Leased Premises for the Permitted Use in accordance with terms and conditions of this Agreement, and in consideration of the other terms and conditions of this Agreement.

**6. Tenant's Use.**

**a. Permitted Use.** Tenant shall only use the Leased Premises for the Permitted Use, unless Landlord provides prior written approval for another use, in Landlord's sole and absolute discretion. Notwithstanding anything to the contrary contained in this Agreement, Tenant shall only be open to the public at the Leased Premises during operating hours for the Broad Rock Sports Complex located on the Property. Notwithstanding anything to the contrary in this Agreement, if Tenant shall fail to use the Leased Premises on a consistent basis for a period in excess of six (6) months, then Landlord shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to Tenant, and, in such event, the Parties shall have no further obligations under this Agreement, other than those stated to survive termination or expiration.

**b. Access & Parking.** When Broad Rock Sports Complex, located at the Property, is open to the public, Tenant's lease of the Leased Premises shall be together with the non-exclusive right of access to the Leased Premises on behalf Tenant and its agents, contractors, employees, invitees, clients, and guests (collectively, the "**Tenant Parties**") through those outdoor portions of the Property not included within the Leased Premises as is reasonably necessary, such as drive aisles and sidewalks. Tenant, and the Tenant Parties shall have the non-exclusive right to park vehicles in designated parking areas of the Property on a first-come, first-served basis in common with Landlord and any other occupants, contractors, representatives, agents, employees, licensees, invitees and guests; provided, however, that no such vehicles shall be parked overnight at the Property. Notwithstanding anything to the contrary contained in this Agreement, Landlord does not guaranty that parking will be available for Tenant on site at any time during the Term.

**c. Tenant Programs and Events.** Subject to programming and events coordinated by, through or under Landlord, Tenant shall have the non-exclusive right, in common with Landlord, and other tenants, licensees, invitees and occupants of the Property, at no charge to Tenant, to reserve outside space adjacent to the Leased Premises, on a first-come, first serve basis, for use by Tenant and the Tenant Parties for any program or event (each a "**Program or Event**"), subject to compliance with Landlord's then current rules and regulations for reserving the use of such space. Any Program or Event shall be coordinated with Landlord to minimize the impact of such Program or Event on the other tenants, licensees, invitees and occupants of the Property. Notwithstanding anything contained herein to the contrary, Tenant shall provide at least

thirty (30) days' prior written notice for any Program or Event which (1) is anticipated to require all or the substantial majority of the available Property parking, (2) is outside of regular business hours for the Broad Rock Sports Complex, or (3) requires a Special Event application to be submitted by Tenant to the Department of Parks & Recreation of the City of Richmond, Virginia. Promptly following any Program or Event, Tenant, at Tenant's sole cost and expense, shall tidy, clean up and restore any portion of the Property, as applicable, used by Tenant for a Program or Event.

**d. Signage.** Tenant, at Tenant's sole cost and expense, shall have the right to install exterior signage affixed to Containers at the Leased Premises; provided, however, that any and all such signage must comply with zoning requirements. Any such Tenant signage shall subject to Landlord's prior written approval, in its reasonable discretion, and, at Landlord's option, shall compliment other Property signage and the nature of the Property. Additionally, Tenant shall have the right, without Landlord's prior written approval, to install such signage on the interior of the Containers as Tenant desires.

**e. Damage.** Tenant shall be financially responsible for any portion of the Property, including, without limitation, the Leased Premises, damaged by Tenant or the Tenant Parties, and Tenant shall remit payment to Landlord for the costs to repair such damage within thirty (30) days of written invoice therefor, accompanied by reasonable supporting documentation for such costs. Alternatively, upon Tenant's written request, and with Landlord's prior written approval, in Landlord's sole and absolute discretion, Tenant, at Tenant's sole cost and expense, may repair such damage such that the portion of the Property damaged by Tenant or the Tenant Parties is returned to the condition existing prior to the occurrence of such damage, as reasonably determined by Landlord.

## **7. Utilities and Services; Maintenance.**

**a.** Tenant acknowledges and agrees that Landlord shall be under no obligation to provide any utilities to the Leased Premises and neither shall Tenant obtain any utility service for the Leased Premises directly from any utility provider. Tenant, at its sole cost and expense, shall keep the Leased Premises, including, without limitation, the Containers, clean, neat and free of trash and debris. Tenant shall empty trash bins daily during the week, excluding holidays observed by Tenant. Tenant, at Tenant's sole cost and expense, shall (i) perform any and all maintenance on the Containers as necessary or desirable to keep the Containers in good working order and condition; and (ii) promptly (within five (5) business days or less) cover any graffiti. Notwithstanding anything to the contrary contained in this Agreement, Tenant acknowledges and agrees that Tenant's installation, maintenance and use of the Containers and the Tools at the Leased Premises, including, without limitation, their security, shall be at Tenant's sole risk; in no event shall Landlord be responsible for any damage to or theft of Tenant's Containers, Tools or other personal property.

**8. No Tenant Improvements.** Other than installation of the Containers, Tenant may not make any Improvements to the Leased Premises or the Property. Tenant shall

ensure that any party it invites onto the Property to perform any deliver, service or remove the Containers meets or exceeds the insurance coverage requirements described in Section 14 of this Agreement, and Tenant shall provide Landlord proof of such coverage prior to any such access and upon written request.

**9. No Holdover.** Tenant shall not hold over upon termination or expiration of this Agreement. If Tenant fails to vacate the Leased Premises upon such termination or expiration, such failure shall not confer to Tenant any rights to occupy the Leased Premises or further tenancy, regardless of the acts or omissions of Landlord or any of Landlord's employees or agents, including but not limited to Landlord's failure to evict Tenant from the Leased Premises. If Tenant holds over in violation of this Section, Tenant shall be deemed to be a month-to-month tenant. The provisions of this Section shall survive termination or expiration of this Agreement.

**10. Removal at End of Term.** Upon termination or expiration of this Agreement, Tenant shall (i) peacefully surrender possession of the Leased Premises to Landlord, (ii) have removed the Containers and all of its personal property, and (iii) have restored the Leased Premises to substantially the same condition as existed on the Effective Date, reasonable wear and tear and casualty excepted. If Tenant does not so remove the Containers or its personal property from the Leased Premises, in Landlord's sole and absolute discretion, Landlord may either: (i) do so at Tenant's cost and expense and without incurring liability to Tenant for damages that may directly or indirectly result therefrom; or (ii) allow such property to remain on the Leased Premises, in which case title to such Containers and personal property shall vest in Landlord. The provisions of this Section 10 shall survive termination of this Agreement.

**11. Right of Entry.** Upon reasonable prior written notice (except in case of emergency), at any time during regular business hours for Broad Rock Sports Complex during the Term, Landlord shall have the right to enter the Leased Premises, including, without limitation, the Containers, to inspect the Leased Premises to ensure compliance with the terms of this Agreement, to make repairs or alterations to the Leased Premises, and for any other lawful reason; provided, however, that Tenant shall have the right to have a representative present during any such access inside the Containers and that Landlord shall use reasonable efforts not to interfere with or disturb Tenant's use and enjoyment of the Leased Premises. Tenant shall provide Landlord with a current set of keys or entry codes for the Containers on the Leased Premises. In the event that Landlord desires to perform any maintenance, repairs, installations or replacements of the Leased Premises paving or any above or underground utility infrastructure located on, about, or under the Leased Premises during the Term, Landlord, at Landlord's sole discretion, may provide a temporary replacement location for the Leased Premises on the Property. In such event, Tenant, at Tenant's sole cost and expense, shall relocate the Containers, Tools and any and all other personal property of Tenant to such temporary replacement location and shall return the Containers, Tools and any and all other personal property of Tenant to the Leased Premises upon written notice from Landlord that any such maintenance, repairs, installations or replacements are complete. Alternatively, in



such event, Tenant may terminate this Agreement upon written notice to Landlord rather than temporarily relocate.

**12. "AS-IS".** Except as otherwise as provided in this Agreement, Tenant accepts the Leased Premises in "as is, where is, with all faults" condition as of the Effective Date. Landlord makes no representations as to the condition of the Leased Premises or the Property. Landlord shall have no obligation to perform any maintenance, improvements or alterations in order to prepare the Leased Premises or the Property for Tenant's occupancy or the Permitted Use or otherwise during the Term. No representation or warranty is made by the City as to any particular condition, absence of hazardous or toxic substances, absences of faults, flooding, or compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment. Tenant is not relying, and will not later rely, upon any representations and warranties made by Landlord, oral or written, or anyone acting or claiming to act, by, through or under or on the Landlord's behalf concerning the Property. The Landlord shall not be responsible to Tenant for the correction of any violations of any laws due to the presence of any hazardous substances on the Property or the Leased Premises. In the event that either the Landlord or the Tenant becomes aware of any presence of hazardous substances on the Property in violation of law, this Agreement shall become null and void immediately upon the written election of either Party, and in such event, Tenant agrees to remove the Containers, the Tools, and any and all of its other personal property and vacate the Property immediately. This Section 12 shall survive the expiration or earlier termination of this Agreement.

**13. Environmental.** Tenant shall not, either with or without negligence, cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances and Wastes within, over or under the Leased Premises or the Property in any manner not sanctioned by the Laws.

**14. Insurance; Waivers; Assumption of Risk; Indemnity.** Throughout the Term, Tenant shall, at its own expense, maintain the following liability insurance policies, in a form reasonably acceptable to Landlord, covering Tenant's use of the Leased Premises and Tenant's use of other space in the Building per Section 7(c), including use of such space for any Program or Event:

**a.** Commercial General Liability insurance policy with limits of not less than one million dollars (\$1,000,000) combined single limit for each occurrence for bodily injury and property damage;

**b.** Business Automobile Liability insurance, to include Auto Physical Damage coverage, in the amount of one million dollars (\$1,000,000) combined single limit covering all owned, non-owned borrowed, leased or rented motor vehicles operated by Tenant or any Tenant Parties. In addition, all motorized equipment, both licensed and not licensed for road use, operated or used by Tenant or any Tenant Parties within the Property will be insured under either a standard Automobile Liability policy or a Comprehensive General Liability policy;

c. To the extent required by the Code of Virginia and other applicable Virginia laws and regulations, Workers' Compensation insurance in an amount no less than one hundred-thousand dollars (\$100,000), or in amounts not less than the minimum required by the Virginia Code and other applicable law, rules, and regulations;

d. Employer's Liability insurance with limits of not less than one million dollars (\$1,000,000) each accident/disease /policy limit; and

e. Umbrella Liability insurance maintained above the primary Commercial General Liability, Business Automobile Liability and Employer's Liability policies required herein. The limit of such Umbrella Liability insurance shall not be less than two million dollars (\$2,000,000) each occurrence and aggregate.

f. Subrogation against the City shall be waived, except for Workers Compensation and Professional Liability.

g. The City and its officers, employees, agents and volunteer shall be listed as an additional insured, except for Workers Compensation and Professional Liability.

h. All such policies shall be issued by companies duly authorized or permitted to conduct business in the Commonwealth of Virginia and having a Best's Key Rating of at least A: VI. On or before the Effective Date, prior to the expiration date of any such policy throughout the Term, and anytime upon written request of Landlord, Tenant shall provide a certificate(s) of insurance demonstrating that Tenant is maintaining the insurance coverages required pursuant to this Section 15. All policies maintained by Tenant hereunder shall provide, by endorsement or otherwise, that written notice shall be given to Landlord before such policy may be cancelled, non-renewed or changed to reduce the insurance coverage provided thereby.

i. Tenant, for itself and on behalf of the Tenant Parties assumes, voluntarily and without limitation, all risks relating to this Agreement, including without limitation, the condition of the Property and the Leased Premises, and their suitability and fitness for the Permitted Use, and takes full responsibility and waives any claims for personal injury, sickness, disease or death or damage to real and personal property associated with access of the Property, the Leased Premises and the Permitted Use in accordance with this Agreement. Tenant, for itself and on behalf of the Tenant Parties, expressly waives all claims for any personal injury, sickness, disease or death or damages of any kind, sustained by Tenant or the Tenant Parties against the Landlord arising from, relating to or associated with this Agreement. Tenant, for itself and the Tenant Parties, fully releases and forever discharges from, and covenants not to sue the Landlord for any and all actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, attorneys' fees, costs of litigation, liabilities, damages, claims and demands whatsoever, known or unknown, suspected or unsuspected, in law or equity, which Tenant or the Tenant Parties had, now has, or could, shall or might have had, against the Landlord relating to, arising from or associated with

access to the Property, the Leased Premises, the Containers, the Tools, any other personal property of Tenant, this Agreement, and the Permitted Use. Nothing herein shall be construed as an agreement by the Landlord to indemnify Tenant or the Tenant Parties.

j. Tenant shall indemnify, keep and hold Landlord free and harmless from liability on account of injury or damage to Tenant and others in person or property growing out of this Agreement and Tenant's use and occupancy of the Leased Premises. If suit shall be brought against Landlord relating to or arising from this Agreement, either independently or jointly with the Tenant or on account thereof, Tenant will defend Landlord in any such suit; if a final judgment is obtained against Landlord, either independently or jointly with Tenant, Tenant will pay such judgment with all costs and hold Landlord harmless therefrom.

**15. Casualty & Condemnation.** If the whole or any substantial part of the Leased Premises or the Property, or material access thereto or parking therefor, is condemned or sold under threat of condemnation, or damaged by fire or other casualty, either Party may terminate this Agreement upon written notice to the other given within thirty (30) days of the occurrence of such condemnation or casualty, and, in the case of a termination resulting from a condemnation, Tenant shall have no claim against Landlord or the condemning authority to any portion of the award in condemnation for the value of any unexpired term of this Agreement or otherwise.

**16. Compliance with Laws; Permits.** Tenant shall, at Tenant's sole cost and expense, (i) comply with all applicable Laws relating to Tenant's use of the Leased Premises, and (ii) obtain and maintain all permits, approvals and licenses required to conduct the Permitted Use at the Leased Premises. Landlord shall, at Landlord sole cost and expense, comply with all applicable Laws as to its use and operation of the Property; provided, however, and notwithstanding the foregoing, that Landlord shall not be obligated to undertake any construction or perform any alterations to the Property to comply with Laws.

**17. Liens.** Tenant shall not encumber the Leased Premises or the Property with any materialmen's or mechanic's lien, nor shall Tenant suffer or permit any such lien to exist. Should any such lien hereafter be filed as a result of Tenant's actions or failure to act, Tenant shall, at its sole cost, within thirty (30) days after Tenant receives written notice of the filing of such lien, discharge such lien or post a bond in the amount of such lien. This Section will survive the expiration or earlier termination of this Agreement.

**18. Tenant Default & Landlord Remedies.**

a. The occurrence of any of the following events shall constitute a default by Tenant under this Agreement (each, a "**Tenant Default**"):

i. Tenant shall fail to pay when or before due any sum of money becoming owing to Landlord under this Agreement, and such failure shall continue for a period of ten business (10) days after written notice thereof to Tenant;

ii. Tenant shall fail to comply with any term, provision or covenant of this Agreement, or breach any representation hereunder, other than by failing to pay when or before due any sum of money, and shall not cure such failure or breach within thirty (30) days after written notice thereof to Tenant, or if such failure or breach is not susceptible to cure within such thirty (30) day period, then Tenant shall have such longer period as is reasonably necessary to cure not to exceed ninety (90) days so long as Tenant has commenced to cure within the initial thirty (30) day period and thereafter diligently pursues such cure to completion; or

iii. Tenant shall dissolve its corporate existence or fall out of good standing, declare bankruptcy or take a similar debtor protection measure, or default under any franchise or similar agreement.

b. In the event of a Tenant Default or in the event of a failure of Tenant to comply with any term, provision or covenant of this Agreement that threatens life or property (an “**Emergency Condition**”), Landlord may, at its option but without obligation to do so, perform Tenant's duty or obligation on Tenant's behalf (and, in the case of an Emergency Condition, prior to the expiration of any applicable notice and cure period to which Tenant may otherwise be entitled under this Agreement), and the costs and expenses of any such performance by Landlord shall be due and payable by Tenant within thirty (30) days after receipt of a written invoice therefor from Landlord, together with reasonable supporting documentation for such costs and expenses included in such invoice. This paragraph will survive termination of this Agreement. Upon the occurrence of any Tenant Default by Tenant, Landlord may sue for injunctive relief or to recover damages for any loss resulting from the Tenant Default, and Landlord, without limiting the foregoing, may terminate this Agreement upon written notice to Tenant. For the avoidance of doubt, Landlord acknowledges and agrees that, in the event of a Tenant Default by Tenant under this Agreement, Landlord shall have no right to pursue a claim for consequential or punitive damages, or both, against Tenant.

**19. Landlord Default & Tenant Remedies.** It shall be a default of Landlord under this Agreement (a “**Landlord Default**”) if any covenant or obligation required to be performed or observed by Landlord under this Agreement is not so performed or observed for a period of thirty (30) days after written notice thereof from Tenant; provided, however, that if the failure is of such a nature that the same cannot reasonably be performed within said thirty (30) day period, such Landlord Default shall be deemed to have been cured if Landlord commences cure within said initial thirty (30) day period and thereafter diligently pursues such cure to completion within a reasonable period of time not to exceed ninety (90) days. Upon the occurrence of any Landlord Default, Tenant may sue for injunctive relief or to recover damages for any loss resulting from the Landlord Default, and Tenant, without limiting the foregoing, may terminate this Lease upon written notice to Landlord. For the avoidance of doubt, Tenant acknowledges and agrees that, in the event of a Landlord Default under this Agreement, Tenant shall have no right to pursue a claim for consequential or punitive damages, or both, against Landlord.

## **20. Miscellaneous.**

**a. Force Majeure.** Except for payment of any sums due under this Lease, whenever the performance of a Party is delayed by reason of an act of God, including, but not limited to, wind, lightning, rain, ice, earthquake, floods, or rising water, or by aircraft or vehicle damage, or by other reason out of the reasonable control of such Party, such delay in performance shall toll any cure period for a Tenant Default or a Landlord Default, as applicable, under this Agreement.

**b. Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the leasing of the Leased Premises by Landlord to Tenant and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may be amended, modified and supplemented only by the written consent of both Parties preceded by all formalities required as prerequisites to the signature by each Party to this Agreement. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

**c. No Waiver.** The failure of either of the Parties to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

**d. Governing Law & Forum Choice.** All issues and questions concerning the construction, enforcement, interpretation and validity of this Agreement, or the rights and obligations of the Parties in connection with this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia. Any and all disputes, claims and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia.

**e. Assignment; Sublease; Binding Effect.** Tenant may neither sell, assign, sublease, license, nor otherwise transfer this Agreement or any interest, directly or indirectly, herein without the prior written consent of Landlord, in Landlord's sole and absolute discretion. The provisions of this Agreement shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns (but this Agreement shall only inure to the benefit of such successors and assignees of Tenant has Landlord has expressly approved as required by the terms of this Agreement).

**f. Notices.** Each party shall give any notice required or permitted to be given under this Agreement in writing and such notice shall be delivered by certified mail, postage prepaid, return receipt requested; or by a commercial overnight carrier that provides next day delivery and provides a receipt. Such notice shall be addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LANDLORD:           City of Richmond  
                          c/o Department of Parks, Recreation &  
                          Community Facilities  
                          2401 Leigh Street  
                          Richmond, Virginia 23220  
                          Attn: Christopher Frelke, Director

With a copy to:       Office of the City Attorney, City of Richmond  
                          900 E. Broad Street, 4<sup>th</sup> Floor  
                          Richmond, Virginia 23219  
                          Attn: Lindsey D. Chase, Esq.

TENANT:               Richmond Community Toolbank  
                          1407 Cummings Drive  
                          Richmond, VA 23220  
                          Attn: Toby Vernon

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

**g. Captions.** The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

**h. Survival.** Any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall survive such termination.

**i. Authority.** Each of the Parties hereto warrants to the other that the person executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

**j. Availability of Funds.** Any payments and other performance by Landlord under this Agreement are subject to annual appropriations by Council and to the availability of funds; consequently, this Agreement shall bind Landlord only to the extent that Landlord

possesses sufficient funds to perform its obligations hereunder and under no circumstances shall Landlord's total liability under this Agreement exceed the total amount of funds appropriated by Council for any payments or performance of Landlord hereunder.

**k. Authority to Act.** The CAO is authorized to act on behalf of Landlord under this Agreement including, but not limited to, providing any notices, approvals, authorizations, terminations, renewals or amendments contemplated by this Agreement on behalf of Tenant.

**l. Sovereign Immunity.** Nothing in this Agreement may be construed as a waiver of the sovereign immunity granted to Landlord by the Commonwealth of Virginia, statutes, and applicable case law, nor may anything in this Lease be construed as an agreement by Landlord to indemnify Tenant.

**m. No Personal Liability.** No director, officer, employee, contractor, deputy, agent or representative of either Party shall be personally liable to another party to this Agreement or any successor in interest under this Agreement or on any obligation incurred under the terms of this Agreement. This Section 20(m) shall survive the expiration or earlier termination of this Agreement.

**n. Brokers.** Each of the Parties hereby represents and warrants to the other that it has not dealt with any broker or finder in connection with this Agreement. This Section 20(n) shall survive the expiration or earlier termination of this Agreement.

**o. Certifications.** At any time and from time to time, within thirty (30) days after written request therefore, each Party agrees to execute, acknowledge and deliver to the other a certificate (i) certifying that this Agreement is unmodified and in full effect (or if there have been modifications, stating such modifications); (ii) stating the dates through which any sums due under this Agreement have been paid; (iii) stating whether the requesting Party is in default beyond applicable notice and cure periods; and (iv) certifying as to any other matters as the requesting Party may reasonably request.

**p. No Recordation.** The Parties agree that neither this Agreement nor a short form memorandum of this Agreement shall be recorded in the land records for the Property.

**q. Counterparts; Signatures.** This Agreement may be executed in any number of counterparts, which taken together shall constitute this Agreement. Signatures transmitted by .pdf or other electronic means shall be treated as originals in all respects.

***(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE(S).)***

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed by their duly authorized representative effective as of the Effective Date.

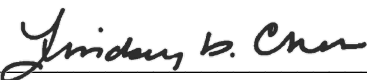
**LANDLORD:**

**City of Richmond, Virginia,**

a municipal corporation and political subdivision of the Commonwealth of Virginia

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chief Administrative Officer  
Date: \_\_\_\_\_

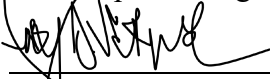
APPROVED AS TO FORM

  
\_\_\_\_\_  
City Attorney's Office

**TENANT:**

**Richmond Community Toolbank,**

a nonstock, nonprofit Virginia corporation

By:  \_\_\_\_\_  
Name: Toby Vernon  
Title: Executive Director  
Date: July 21, 2025



## EXHIBIT A

Leased Premises

