

INTRODUCED: November 12, 2024

AN ORDINANCE No. 2024-294

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Lease Agreement between the City of Richmond, as lessor, and Cancer Retreat Centers, Inc., as lessee, for the purpose of allowing Cancer Retreat Centers, Inc. to lease the first floor of Blanton House located at 700 Blanton Avenue. (5th District)

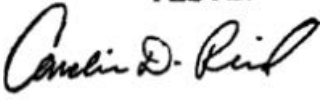
Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: DEC 9 2024 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 lessor, and Cancer Retreat Centers, Inc., as lessee, for the purpose of allowing Cancer Retreat Centers, Inc. to lease the first floor of Blanton House located at 700 Blanton Avenue. 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.

A TRUE COPY:
TESTE:

City Clerk

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

AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: DEC 9 2024 REJECTED: _____ STRICKEN: _____



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2024-1341

File ID: Admin-2024-1341

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk Waiting Room

Department:

Cost:

File Created: 10/21/2024

Subject:

Final Action:

Title:

Internal Notes:

Code Sections:

Agenda Date: 11/12/2024

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Admin-2024-1341 Blanton House 5 Year Lease - Rev_
Final with LC signature, Admin-2024-1341 WD Ord.
700 Blanton Ave Lease Agreement -AATF

Enactment Number:

Contact:

Introduction Date:

Drafter: Wanda.Marable@richmondgov.com

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	11/6/2024	Chris Frelke	Approve	11/8/2024
1	2	11/6/2024	Traci DeShazor	Approve	11/8/2024
1	3	11/7/2024	Jeff Gray	Approve	11/8/2024
1	4	11/8/2024	Lincoln Saunders	Approve	11/11/2024
1	5	11/8/2024	Mayor Stoney	Approve	11/12/2024

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File Admin-2024-1341

DATE: November 7, 2024 **EDITION:** 2
TO: The Honorable Members of City Council
THROUGH: The Honorable Levar M. Stoney, Mayor
THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer
THROUGH: Traci J. Deshazor, Deputy CAO - Human Services
FROM: Christopher Frelke, Director - Parks, Recreation, and Community Facilities
RE: To authorize the Chief Administrative Officer to enter into a Lease Agreement with Cancer Retreat Centers, Inc. a non-profit Virginia corporation for use of the first floor of the Blanton House located at 700 Blanton Avenue, Richmond, Virginia, 23221- Tax Map #W0001340001.

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Office, for and on behalf of the City of Richmond, to enter into a Lease Agreement not to exceed five (5) years with Cancer Retreat Centers, Inc. a nonstock, nonprofit Virginia corporation for use of the entire first floor of the Blanton House located at 700 Blanton Ave., Richmond Virginia, 23221.

BACKGROUND: Cancer Retreat Centers, Inc. has partnered with Parks, Recreation and Community Facilities for over a year providing charitable services, educational services, therapeutic and wellness programs, support and recreation opportunities to individuals diagnosed with cancer, their families, their caregivers, and loved ones, in order to increase their quality of life, and improve the health outcomes of residents of the City of Richmond.

Cancer Retreat Centers, Inc. has renovated several rooms on the first floor and was recently approved for a 90-day short term lease that ends December 20, 2024. No rent will be collected under the terms of this lease. The second and third floors of the Blanton House will still be used by Parks, Recreation and Community Facilities.

COMMUNITY ENGAGEMENT: After introduction, the proposed ordinance will be referred to a future Land Use, Housing and Transportation (LUHT) Standing Committee meeting for discussion, where the public is encouraged to attend to provide comments. Subsequent to the committee's recommendation to City Council, Council will hold a public hearing regarding the proposed ordinance.

STRATEGIC INITATIVES AND OTHER GOVERNMENTAL: N/A

FISCAL IMPACT: None. No rent will be collected under the terms of this lease.

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: November 12, 2024

CITY COUNCIL PUBLIC HEARING DATE: December 9, 2024

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation

AFFECTED AGENCIES: Parks, Recreation and Community Facilities

RELATIONSHIP TO EXISTING ORD. OR RES.: None.

ATTACHMENTS: Lease Agreement

STAFF: Christopher Frelke, Director for Parks, Recreation & Community Facilities (804-646-1028);
Deborah Morton, Deputy Director for Parks, Recreation & Community Facilities (804-646-5714)

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 **CANCER RETREAT CENTERS, INC.**, a nonstock, nonprofit Virginia corporation (“**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 building improvements commonly known as the Blanton House, located at 700 Blanton Avenue, Richmond, Virginia, 23221, and shown on the tax map for the City of Richmond, Virginia as Tax Parcel No. W0001340001 (the building improvements being hereinafter referred to as the “**Building**”) (the Building and such real property, together with all parking and other improvements thereon and appurtenances thereto, being hereinafter collectively referred to the “**Property**”).

B. 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.

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 in accordance with this Agreement, 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 the entire first (1st) floor of the Building, excluding common areas such as stairwells, foyers and hallways. At all times throughout the Term, Tenant acknowledges and agrees that Landlord, and any parties claiming by, through or under Landlord, may use the first (1st) floor common areas to access the second (2nd) and third (3rd) floors, which are not leased to Tenant.

g. Permitted Use. "Permitted Use" means the following uses for the Leased Premises: the provision of charitable services, the creation of community, and the provision of educational, therapeutic and wellness programs, support and recreation opportunities to individuals diagnosed with cancer, their families, their caregivers, and their loved ones, in order to increase their quality of life and improve health outcomes, and related general office uses, all in accordance with the other terms and conditions of this Agreement.

h. Renovations. "Renovations" means renovations of, alterations to, additions to, improvements to, and routine and deferred maintenance of, the Property.

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 "Term" of this Agreement will be five (5) years, to commence on the Effective Date and to expire at 12:00 a.m. on the date that is the fifth (5th) anniversary of the Effective Date, unless sooner terminated in accordance with the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Tenant may elect, in its 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 Landlord, and, in such event, the Parties shall have no further obligations under this Agreement, other than those stated to survive termination or expiration. Notwithstanding anything to the contrary contained in this Agreement, in the event that Kristin Harris is no longer the Chief Executive Officer of Tenant and any replacement Chief Executive Officer is not acceptable to Landlord in Landlord's reasonable discretion, 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.

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 and improvement 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 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, Common Areas & Parking. 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 portions of the Property not included within the Leased Premises as is reasonably necessary, such as drive aisles and sidewalks, and lobbies and interior corridors. Tenant shall have the non-exclusive right to use the bathrooms in the Building, along with any other areas Landlord may designate as "common areas" from time to time. 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 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 and occupants of the Building, at no charge to Tenant, to reserve space in the Building outside of 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 and occupants of the Building. 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, 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. Landlord Programs and Events. Subject to availability, Landlord shall have the right to hold meetings, programs and events in the Leased Premises upon prior written notice to Tenant and upon Tenant's prior written approval, not to be unreasonably withheld. Promptly after any such use, Landlord, at Landlord's sole cost and expense, shall tidy, clean up and restore the Leased Premises, as applicable.

e. Signage. Tenant, at Tenant's sole cost and expense, shall have the right to install interior signage on, above or around the entry doors to the Leased Premises, as well as exterior signage identifying Tenant's presence within the Building; 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 historic 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 Leased Premises as Tenant desires, in its reasonable discretion. Upon the expiration or earlier termination of this Lease, Tenant, at Tenant's sole cost and expense, shall remove any and all signage installed by Tenant pursuant to this Section 7(d) and shall repair and restore any damage caused by such removal.

f. 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.

g. Landscaping and Planting. With Landlord's prior written approval, not to be unreasonably withheld, Tenant, at Tenant's sole cost and expense, may engage in landscaping and other planting on the Property of native plants, scrubs, bushes, trees and flowers. Tenant shall not remove, materially trim or relocate any existing plants, scrubs, bushes, trees or flowers, or branches, on the Property which are not dead or diseased without Landlord's prior written approval, in Landlord's sole and absolute discretion; any such removal, relocation or trimming shall occur at Tenant's own risk and in no event shall Landlord be liable for any claim, injury, damages or other liability relating to or arising out of such removal, relocation or trimming.

7. Utilities and Services; Maintenance.

a. Landlord, at Landlord's sole cost and expense, agrees to pay for the following utilities which are furnished to the Leased Premises: water, gas, electricity, sanitary sewer, any stormwater fees and trash removal. Tenant, at its sole cost and expense, shall keep

the Leased Premises clean, neat and free of trash and debris. Tenant shall empty trash bins daily during the week, excluding holidays observed by Tenant. Tenant, at its sole cost and expense, shall have the right to obtain telephone, data, cable, internet and WIFI services for the Leased Premises. Tenant, at Tenant's sole cost and expense, shall perform light and other day to day maintenance on the Leased Premises as necessary or desirable to keep the Leased Premises in good working order and condition.

b. Except as set forth in Section 8(a) above and for damage caused by Tenant or the Tenant Parties, Landlord, at Landlord's sole cost and expense, shall be responsible to perform regular maintenance of the Property, including the Leased Premises and any "common areas" of the Building, during the Term of this Agreement as necessary or desirable to keep the Building in good working order and condition, taking into consideration the Building's age. Notwithstanding anything to the contrary contained in this Agreement, in the event that Landlord encounters significant or unbudgeted maintenance, repair or replacement costs for the Property which are not covered by insurance, Landlord may elect, in its sole and absolute discretion, at any time during the Term, to terminate this Agreement shall terminate effective 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.

8. Tenant Improvements. Subject to Landlord's prior written approval, in Landlord's sole and absolute discretion, Tenant may make non-structural, interior Improvements to the Leased Premises and common areas of the Property. Any such Improvements performed by Tenant shall be constructed using new, first-class materials and shall be performed in a workman-like manner, using commercially reasonable efforts not to disturb Landlord's or any other party's use and enjoyment of the Property. Notwithstanding the foregoing to the contrary, Landlord acknowledges and agrees that Tenant may use reclaimed, salvaged, upcycled, vintage, or otherwise previously used building materials if and only if (a) such materials are in good condition, (b) such materials are appropriate for the style, period and architectural history of the Building, and (c) the Director of the Department of Parks, Recreation and Community Facilities has previously approved the use of such materials, in such Director's reasonable discretion. Performance and maintenance of any and all such Improvements shall be at Tenant's sole cost and expense. At the expiration or earlier termination of this Lease, any such Improvements shall remain and become the property of Landlord. Tenant shall ensure that any party it invites onto the Property to perform any Improvements meets or exceeds the insurance coverage requirements described in Section 15 of this Agreement, and Tenant shall provide Landlord proof of such coverage 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 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; provided, however, if any Improvements were made to the Leased Premises during the Term pursuant to Section 9, Tenant shall have no obligation to remove such Improvements. If Tenant does not so remove 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 personal property shall vest in Landlord. The provisions of this Section 11 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 during the Term, Landlord shall have the right to enter the Leased Premises 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 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 Leased Premises. In addition, Tenant acknowledges Landlord's, and other occupants', contractors', representatives' and guests', right to access the Leased Premises and the first (1st) floor of the Building at all times throughout the Term for ingress and egress to and from the second (2nd) and third (3rd) floors of the Building.

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. This Section 13 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. 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: [get Risk Mgmt approval]

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. 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;

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

d. 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. Notwithstanding the foregoing to the contrary, Tenant shall not be required to carry Umbrella Liability insurance during the Term for so long as Tenant maintains at least the following coverages, which Tenant has in place as of the Effective Date: (i) Professional Liability Each Claim Limit - \$1,000,000; (ii) Professional Liability Aggregate Limit - \$3,000,000; (iii) General Liability: Bodily Injury/Property Damage - \$1,000,000, Personal/Advertising Injury - \$1,000,000, Products-Completed Operations Hazard - \$1,000,000, Fire Damage - \$50,000, and Medical Payments - \$5,000; and (iv) General Liability Aggregate Limit \$3,000,000.

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 14. 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.

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. If the Leased Premises are so damaged and neither Party elects to terminate this Agreement, Landlord shall, to the extent practical, promptly restore the Leased Premises to substantially the same condition as existed prior to such condemnation or casualty, provided Landlord shall not be required to incur costs in excess of the condemnation award or insurance proceeds received by Landlord in making such repairs; provided, however, that if Tenant or any invitee, agent, representative, contractor, guest or licensee of Tenant shall have caused such casualty, Tenant's insurance shall be primary and Landlord, at Tenant's sole cost and expense, shall promptly restore the Leased Premises to substantially the same condition as existed prior to the casualty.

16. Compliance with Laws; Permits.

a. 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.

b. 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 Building or the Property to comply with Laws enacted prior to the Effective Date; and further provided, however, that any Renovations shall comply with all applicable Laws.

17. Liens. Tenant shall not encumber the Leased Premises 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; or

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.

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 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 representation is breached, or any covenant or obligation required to be performed or observed by Landlord under this Agreement is breached or is not so performed or observed for a period of thirty (30) days after written notice thereof from Tenant; provided, however, that if the breach or 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 Default under this Agreement.

b. Limitation of Liability. Neither Party shall be liable to the other, or any of their respective agents, representatives, or employees, for any of the following: lost revenue; lost profits; loss of technology, rights or services; incidental, punitive, indirect, special or consequential damages; loss of data, and; interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. This Section 21(b) shall survive the expiration or earlier termination of this Agreement.

c. 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.

d. Amendments. 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.

e. 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.

f. Severability. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement.

g. Governing Law. 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.

h. Forum Choice. 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.

i. 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).

j. 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
 1209 Admiral Street
 Richmond, Virginia 23220
 Attn: Christopher Frelke, Director

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

TENANT: Cancer Retreat Centers, Inc.
 700 Blanton Ave
 Richmond, VA 23221
 Attn: Kristin Harris, CEO

With a copy to: Owens & Owens PLC
 15521 Midlothian Turnpike, Suite 300
 Midlothian, Virginia 23113
 Attn: Samuel J. Kaufman, Esq.

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

k. 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.

l. Survival. Any provisions of this Agreement which require performance

subsequent to the termination or expiration of this Agreement shall survive such termination.

m. Partial Invalidity. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

n. 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.

o. 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 Tenant hereunder.

p. Authority to Act. The CAO is authorized to act on behalf of Landlord under this Agreement including, but not limited to, providing any notice, approval or authorizations contemplated by this Agreement on behalf of Tenant.

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

r. Limitation of 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 21(r) shall survive the expiration or earlier termination of this Agreement.

s. 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 21(s) shall survive the expiration or earlier termination of this Agreement.

t. 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.

u. 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.

v. 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 of the Commonwealth of Virginia

By: _____
J.E. Lincoln Saunders
Chief Administrative Officer

Date: _____

APPROVED AS TO FORM



City Attorney's Office

TENANT:

CANCER RETREAT CENTERS, INC.,
a nonstock, nonprofit Virginia corporation

By: _____
Name: _____
Title: _____

Date: _____