

REQUEST FOR PROPOSALS 6/25/07
LEASE/OPERATION OF BANQUET HALL/OFFICE AT HATTERS PARK

PROJECT NO. 07-15
BID NO. 06-06-7-03

SCOPE OF WORK

The City of Danbury is seeking the submission of proposals and qualifications from experienced parties interested in leasing and operating the office, banquet hall and related facilities located at Danbury Hatters Park on East Hayestown Road.

The term of the lease will be three (3) years with the possibility of extending the lease for an additional two (2) years, upon satisfactory completion of the initial three (3) year term of the lease.

The successful party will be required to execute the accompanying Lease/Operation Agreement.

Interested parties are requested to submit their proposal, including qualification data, to the Office of the Purchasing Agent, 155 Deer Hill Avenue, Danbury CT 06810, during normal office hours by no later than 2:00 p.m. on July 24, 2007.

Envelopes are to be marked "Bid No. 06-06-7-03 – Lease/Operation of Banquet Hall/Office at Danbury Hatters Park."

Proposal packages are to include the following:

1. Qualification data to include business background, principals involved and at least three (3) relevant references, with contact names and telephone numbers.
2. Certified financial statement to reflect financial condition for past five (5) years. All financial statements will be held in strict confidence.
3. Business Plan which includes an implementation time-line.
4. Monetary consideration that the City can expect to receive in the form of rent for the banquet hall/office. Complete and return the accompanying Proposal Sheet with your submittal.

Miscellaneous Information:

1. The City of Danbury Parks and Recreation Department has scheduled a number of future events that will use the banquet hall facilities. The existing banquet hall facilities bookings schedule and rental rates are to be adhered to by the new lessee/operator. For information relative to the current schedule of future bookings, please contact the Parks and Recreation Department at 203-797- 4632 or visit their office on 7 East Hayestown Road.

2. The tenant will be required to adhere to the events booking schedule that exists at the time of the execution of the Lease/Operation Agreement.
3. The City of Danbury will continue to pay heating bills related to the operation of the offices and banquet hall, however, all City costs related to heat and hot water services will be reimbursed by the two building tenants (bowling alley and banquet facility/office) based on each tenants proportionate share of the total building floor area (the total square footage leased by each of the tenants).
4. Attention is directed to the attached Lease/Operation Agreement relative to maintenance and other lessee/operator responsibilities.
5. The premises that are the subject of this Lease/Operation Agreement share a building with another tenant (a bowling alley). The two tenant spaces share no floor areas. The two spaces do, however, have a combined heating service (one boiler and one water heater for the entire building). Attention is directed to the sections of the attached Lease/Operation Agreement that pertain to Landlord and Tenant responsibilities for the payment of various utility and other service charges.
6. The parking area adjacent to the banquet hall and office building is not designated for exclusive use by the banquet hall and office tenant. No parking spaces will be designated as being for the exclusive use of patrons or employees using the banquet hall and/or offices. The parking area is and will continue to be used for the multiple uses of the Hatters Park site.
7. A security deposit in an amount equal to one and one half month's rent at the rate paid during the last year of the Lease/Operation Agreement will be required to be submitted to the City.
8. The tenant will be required to acquire any and all licenses (catering liquor license, food handling, etc.) required to operate the banquet hall facility.
9. The tenant will be required to operate the office and banquet hall facilities in conformance with all current Zoning Regulations.

For site related questions and to schedule a site visit, please contact Mr. Nick Kaplanis, Director of Parks and Recreation, at 203-797-4632.

Direct any administrative questions to Mr. Charles J. Volpe, Jr., Purchasing Agent at 203-797-4571 or c.volpe@ci.danbury.ct.us

The City of Danbury reserves the right to reject any or all proposals to award and to award to the party deemed to be in its best interest.

**REQUEST FOR PROPOSALS
LEASE/OPERATION OF BANQUET HALL AND OFFICE AT HATTERS PARK**

**PROJECT NO. 07-15
BID NO. 06-06-7-03**

PROPOSAL SHEET

This sheet is to be completed and included with your submitted proposal package.

In consideration of leasing/operating the banquet hall and offices at Hatters Park for the term of three (3) years, with the possibility of extending the lease for an additional two (2) years, upon satisfactory completion of the initial three (3) year term of the lease. The following rent will be paid to the City of Danbury, CT upon the execution of the Lease/Operation Agreement (Agreement):

\$_____ On the first day of each month for year one of the Lease Operation Agreement

\$_____ On the first day of each month for year two of the Lease/Operation Agreement

\$_____ On the first day of each month for year three of the Lease/Operation Agreement

and if Agreement is extended and additional two (2) years:

\$_____ On the first day of each month for year four of the Lease/Operation Agreement

\$_____ On the first day of each month for year five of the Lease/Operation Agreement

Company

By (signature)

Street Address

Signed by (printed or typed)

City, State, Zip Code

Title

Dated

Telephone Number

LEASE/OPERATION AGREEMENT

6/20/07

This Lease/Operation Agreement (Agreement) is made by and between the **City of Danbury**, a municipal corporation organized and existing under and by virtue of the laws of the State of Connecticut and with a principal place of business at 155 Deer Hill Avenue, Danbury, Connecticut 06810, hereinafter referred to as the "LANDLORD", acting herein by Mark D. Boughton, its Mayor, hereunto duly authorized; and _____, of _____, _____, hereinafter referred to as the "TENANT":

1. **Property.** TENANT agrees to rent from the LANDLORD the Property known as the Hatters Park Banquet Hall and Office located at 7 East Hayestown Road in Hatters Park in Danbury, Connecticut 06811 (Premises), along with a nonexclusive right to use available spaces in the adjoining parking area (Parking Area). The Premises covered by this Agreement are made up of the banquet hall, vestibules #1, #2 and #3, rear wood deck/porch, coat closet, kitchen, pantry, storage area, bar, corridor, women's toilet room, men's toilet room, office, office toilet room, conference room and office supplies room, as indicated on the plan attached as Schedule A. The Premises does not include the attic area. The Premises will be leased to the TENANT together with the personal property identified in Schedule B.
2. **Term.** The term of this Agreement is for Three (3) years starting on the date of the execution of this Agreement. The TENANT shall have the option to renew this Agreement for an additional two (2) years, upon the same terms with rent as set forth in provisions of Paragraph 31 titled "Schedule of Payment".
3. **Existing Banquet Hall Bookings:** TENANT agrees to adhere to the banquet hall facility events booking schedule and rental rate agreements that exist at the time of the execution of the Agreement.
4. **Rent.** TENANT agrees to pay _____ (total of first three years' rent) as rent to be paid in accordance with the provisions of Paragraph 31 titled "Schedule of Payment."
5. **Signage.** The TENANT may install suitable signage near East Hayestown Road identifying the TENANT's facilities, subject to the approval of the LANDLORD.
6. **Use of Parking Area.** For the protection of pedestrians and traffic flow using the Parking Area, neither LANDLORD nor TENANT shall vend or permit vending within the Parking Area.

The TENANT acknowledges that the Parking Area is not designated for exclusive use by the TENANT. No parking spaces will be designated as being for the exclusive use of patrons or employees using the banquet hall and/or office. The Parking Area is and will continue to be used for the multiple uses of the Hatters Park site.

7. **Utilities.** The TENANT shall pay for sanitary sewer discharge and water, gas, oil/heating, and electricity used and consumed on said leased Premises during the term aforesaid.

The TENANT shall pay all other utilities, including but not limited to, telephone, cable TV, and wireless service used on said leased Premises, as well as for trash collection and removal during the term aforesaid, in addition to the rent hereinbefore provided for. Any cost related to the renting of a dumpster will be paid for by the TENANT.

With respect to heating costs, the TENANT shares the building heating system (one boiler and one water heater) with the other building tenant (bowling alley). The LANDLORD will pay the oil supplier directly and will, in turn, bill each of the two building tenants for its proportionate share of the full heating costs based on each tenants based on the square footage of the building leased by each tenant.

8. Grace Period. If TENANT fails to pay rent within ten (10) days after it becomes due and payable, TENANT is in default.
9. Default, Waiver of Rights. If TENANT does not live up to the terms of this Agreement or if TENANT moves out before the end of the term, then this Agreement shall terminate. LANDLORD may then take possession, as provided by law. TENANT waives his right to require that LANDLORD re-enters this Premises before taking legal action. Such repossession by the LANDLORD shall not operate to release the TENANT from any rent to be paid or covenants to be performed hereunder during the full term of this lease. For the purpose of re-letting, the LANDLORD shall be authorized to make such repairs or alterations in or to the Premises as may be necessary to place the same in good order and condition. The TENANT shall be liable to the LANDLORD for the cost of such repairs or alterations, and all expenses of such re-letting. The TENANT agrees to pay as additional rent all attorneys' fees and other expenses incurred by the LANDLORD in enforcing any of the obligations under this lease.
10. Use of Property. TENANT agrees that the Premises will be used only for the purposes of office and banquet hall facility operations and the uses related thereto, unless a change of use is approved by the LANDLORD. TENANT agrees to use and operate the office and banquet hall facilities in conformance with all current local Zoning Regulations.
11. Time of Operation. TENANT agrees that all parties and events making use of the Premises will terminate at midnight each day and that the Premises will be vacated by 1:00 a.m.
12. Care of Property. TENANT agrees to keep, at TENANT's own cost and expense, these Premises in as good a condition as they were at the beginning of the term, except for normal wear and reasonable use. TENANT shall, at its own expense, make all necessary repairs of damage to the Premises specifically caused by acts or omissions of the TENANT, its agents, servants, employees, patrons, visitors or licensees. Trash is to be collected and removed from the site by the TENANT on a regular and appropriate basis. No accumulation of boxes, barrels, packages, waste paper, or other articles shall be permitted in or upon the Premises.

TENANT will heat the office and banquet hall at all times so as to prevent damage to plumbing and other facilities, as a result of low temperatures. The LANDLORD shall not be responsible at any time for damage to or deterioration of the Premises, nor injury to a person or persons caused by any lack of heat or resulting breakage of piping.

TENANT is responsible for all routine maintenance, including normal yearly maintenance of equipment. Routine maintenance includes but is not limited to, annual cleaning of boiler, annual cleaning of burners, annual testing and inspection of fire alarm system, pest control, painting and general housekeeping.

TENANT is responsible for the timely and proper removal of snow/ice from sidewalks, steps, porches and entrances.

13. Liquor. If liquor will be sold and/or distributed by a caterer on the Premises, the TENANT will be required to acquire the proper catering liquor license. If liquor will be provided by the rentor using the facility, the rentor is to be required to provide a liquor liability insurance certificate naming the City of Danbury as an additional insured.
14. Food Handling: TENANT is to acquire all food handling licenses required for the operation of the banquet hall facility. The TENANT is to operate the banquet hall facility in compliance with all current State and local Health Department regulations.
15. Personal Property. TENANT agrees to perform routine maintenance and repair on all personal property including, but not limited to, kitchen appliances, floor surfaces, interior finishes, bathroom fixtures, and other equipment used in connection with the banquet hall and offices; and in addition, TENANT agrees to replace said equipment with equipment of equal or better quality, as necessary at his own cost and expense. At the end of the lease, the TENANT will provide to the City all personal property listed in Schedule B.
16. Safety: The TENANT is to maintain fire extinguishers in properly operating condition and in appropriate locations throughout the office and banquet hall facilities and is to maintain the extinguishing system (Ansul system) for the kitchen hood.
17. Hazardous Waste. The TENANT agrees that it shall not store any hazardous waste or petroleum product materials on, near, adjacent to, or in the Premises in violation of municipal, State or federal regulations. TENANT further agrees that it shall be responsible for all costs (including clean up), damages or liability that may be incurred in connection with TENANT causing any hazardous waste discharge, spillage, or any other violation of any law in the event TENANT stores or uses hazardous waste material or petroleum products on, near, adjacent to, or in Premises. TENANT agrees to notify LANDLORD within twenty four (24) hours of any hazardous waste or petroleum products discharge or violation of this paragraph.
18. Alteration: TENANT must get LANDLORD's written consent to alter or improve the Premises. Approved alterations are to be made in a good and workmanlike manner. Any improvements, renovations or alterations made by the TENANT to the Premises shall belong to the LANDLORD.
19. Compliance with Laws. TENANT must comply with all laws, orders, rules and requests of all governmental authorities. TENANT will also comply with any insurance companies which have issued or are about to issue insurance policies covering this Premises or its contents.
20. Holding Over. If TENANT stays in possession, after the end of this Agreement, TENANT will still comply with this Agreement.

21. No Waiver by LANDLORD. LANDLORD does not waive any rights by accepting rent or by failing to enforce any terms of this Agreement.
22. Acceleration of Payments. If LANDLORD ends this Agreement after a material default by TENANT, TENANT must immediately pay all rent for the rest of the term of this Agreement. LANDLORD will try to rent this Premises to others to reduce its damages. LANDLORD will then refund to TENANT the difference between LANDLORD's actual damages and the payments TENANT has made.
23. Sublease and Assignment. TENANT may not sublease this Premises without LANDLORD's written consent. TENANT may assign his rights and delegate his duties under this Agreement to a third party, after providing LANDLORD with thirty (30) days' advance notice in writing, subject to LANDLORD's approval within such thirty-day period, which approval shall not be unreasonably withheld. If so assigned and delegated, _____ under this Agreement shall be deemed wholly released from the entirety of this Agreement by novation, and his assignee/delegatee shall be deemed the sole "TENANT" under this Agreement for all purposes for the remainder of its term.
24. Entry by LANDLORD. LANDLORD may enter the Premises at reasonable times to provide services or to inspect, repair, improve or show it. LANDLORD will give TENANT reasonable notice of its intent to enter. LANDLORD may enter the Premises without TENANT's consent in case of emergency.
25. Extended Absences. TENANT must notify LANDLORD, if he will be away from the Premises for an extended period of time. TENANT shall not be away from the Premises for more than sixty (60) consecutive days during any one-year period without LANDLORD's written consent. Unless otherwise agreed, LANDLORD may enter the Premises without TENANT's consent during such absence.
26. Fire and Other Casualty. TENANT's duty to pay rent may be reduced by fire or other casualties not caused by his negligence or willful act. TENANT will not be required to pay rent while his enjoyment of the Premises is substantially impaired. TENANT may also leave the Premises and end this Agreement as of the day he leaves. TENANT may also vacate any unusable part of the Premises. The TENANT must notify LANDLORD of the TENANT's intention to leave the Premises or terminate the Agreement, in writing within fourteen (14) days of the fire or other Casualty. LANDLORD will then return all rent due to TENANT. TENANT's rent would be reduced to the extent that the fair rental value is reduced.
27. Quiet Enjoyment. Subject to the terms of this Agreement, as long as TENANT is not in default, TENANT may peaceably have, hold and enjoy this Premises.
28. Cleanup at Termination of Agreement. At the end of this Agreement, TENANT will move out and give Premises back to LANDLORD absent a renewal, as provided in Paragraph 2. Upon the termination of this Agreement, the TENANT agrees to immediately remove all of its personal property from the Premises. If the TENANT fails to remove said personal property, the LANDLORD may remove the same in any manner

the LANDLORD shall choose, and store or dispose of the materials without notice to the TENANT.

29. Subordination. This Agreement and TENANT’s rights are subject and subordinate to present and future mortgages on the Premises. LANDLORD may execute any papers on TENANT’s behalf, as TENANT’s attorney in fact to accomplish this.

30. Liens. The TENANT agrees to keep the leased Premises free from any liens including mechanics liens. In the event that any lien is filed against the leased Premises for work performed on behalf of the TENANT, then in such event, the TENANT shall cause the same to be removed or a procedure for the substitution of a bond with surety pursuant to provisions of section 49-37 of the Connecticut General Statutes begun within a period of ninety (90) days of the date of written notification of the filing of said lien is given by the LANDLORD to the TENANT.

31. Security Deposit. TENANT has deposited \$_____ (one and one half months rent at the rate paid during the last year of the Agreement) with LANDLORD as security that TENANT will live up to all the terms of this Agreement. If TENANT does not break any of the terms of this Agreement, LANDLORD will return this deposit and any interest due within thirty (30) days after the end of the Agreement. LANDLORD may apply as much of the deposit as necessary to reimburse LANDLORD for any damages resulting from TENANT’s occupancy.

32. Schedule of Payments (2007 -2010)

\$_____ on the first day of every month from _____ through _____

\$_____ on the first day of every month from _____ through _____

\$_____ on the first day of every month from _____ through _____

and if Agreement is extended an additional two (2) years:

\$_____ on the first day of every month from _____ through _____

\$_____ on the first day of every month from _____ through _____

33. Insurance: TENANT agrees to carry and maintain the following insurance throughout the term of this Agreement:

- General Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Excess or Umbrella Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per occurrence and \$1,000,000 aggregate. If liquor is sold at Premises, this Excess or Umbrella Liability insurance will also include Liquor Liability coverage.
- Workers’ Compensation insurance per Connecticut law at Statutory limits and Employers Liability insurance with limits of \$100,000 per accident/\$500,000 per policy/\$100,000 per disease.
- The General Liability and Excess or Umbrella policies shall name the City of Danbury as additional insured.
- Liquor Liability insurance, if liquor is sold at the Premises, with a minimum limit of \$1,000,000.

TENANT agrees to maintain full coverage in accordance with the requirements of this paragraph throughout the term(s) of this Agreement and will deliver a Certificate of Insurance evidencing all of the above to the City no later than 30 days prior to the inception of this agreement and subsequent renewal of each policy. TENANT assumes responsibility and liability for any and all injury to or death of any and all persons, including, but not limited to the TENANT's agents, servants and employees, and business invitees and in addition thereto, for any and all damages to Premises caused by or resulting from or arising out of any act or omission in connection with the operation of the banquet hall, offices and related facilities, whether caused by the TENANT or the TENANT's agents, servants or employees, or the TENANT's subcontractors or suppliers, and the TENANT shall indemnify and hold harmless the LANDLORD from and against any and all loss and/or expense which it may suffer or pay as a result of claims or suits due to, because of or arising out of any and all such injuries, death and/or damage. TENANT, if requested, shall assume and defend at TENANT's own expense, any suit, action or other legal proceedings arising therefrom, and the TENANT hereby agrees to satisfy, pay and cause to be discharged of record any judgment which may be rendered against the LANDLORD arising therefrom.

34. Hold Harmless. The LANDLORD shall not be responsible for the loss of or damage to Premises, or injury to persons, occurring in or about the Premises, by reason of any existing or future condition, defect, matter or thing of, on or in said Premises or the property of which the Premises is a part, or for the acts, omissions or negligence of other persons or tenants in and about the said Premises. The TENANT agrees to indemnify and save the LANDLORD harmless from all claims and liability for losses of or damage to Premises, or injuries to persons arising from or in connection with (a) any act, error, omission, negligence or fault of the TENANT or of its agents, servants, employees, guests, business invitees, clients, visitors, or any person on the Premises for the benefit of the TENANT, (b) any accident, injury or damage whatsoever caused to any person during the term of this lease which occurs on the Premises, (c) any accident, injury or damage whatsoever caused to any agent, employee, visitor, guest, business invitee, client or any person on the Premises for the benefit of the TENANT, which occurs on the Premises and excepting, however, any such claim, arising out of or resulting from the act, error, negligence or fault of the LANDLORD.
35. Validity of Agreement. If any part of this Agreement is against the law, the rest of this Agreement will remain in full force. LANDLORD has the right to correct any illegal clause to make it comply with the law.
36. Parties. Both LANDLORD and TENANT are bound by this Agreement. All parties who lawfully succeed to our rights and responsibilities are also bound.
37. Entire Agreement. All promises LANDLORD has made are contained in this written Agreement. This Agreement can only be changed by an Agreement in writing and signed by both the LANDLORD and TENANT.

SIGNED AND AGREED TO BY:

Witness:

CITY OF DANBURY, Landlord

By: _____
Mark D. Boughton, Mayor

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

On this the _____ day of _____, 2007, before me, _____, the undersigned officer, personally appeared Mark D. Boughton, who acknowledges himself to be the Mayor of the City of Danbury, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as Mayor.

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

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

Witness:

_____, Tenant

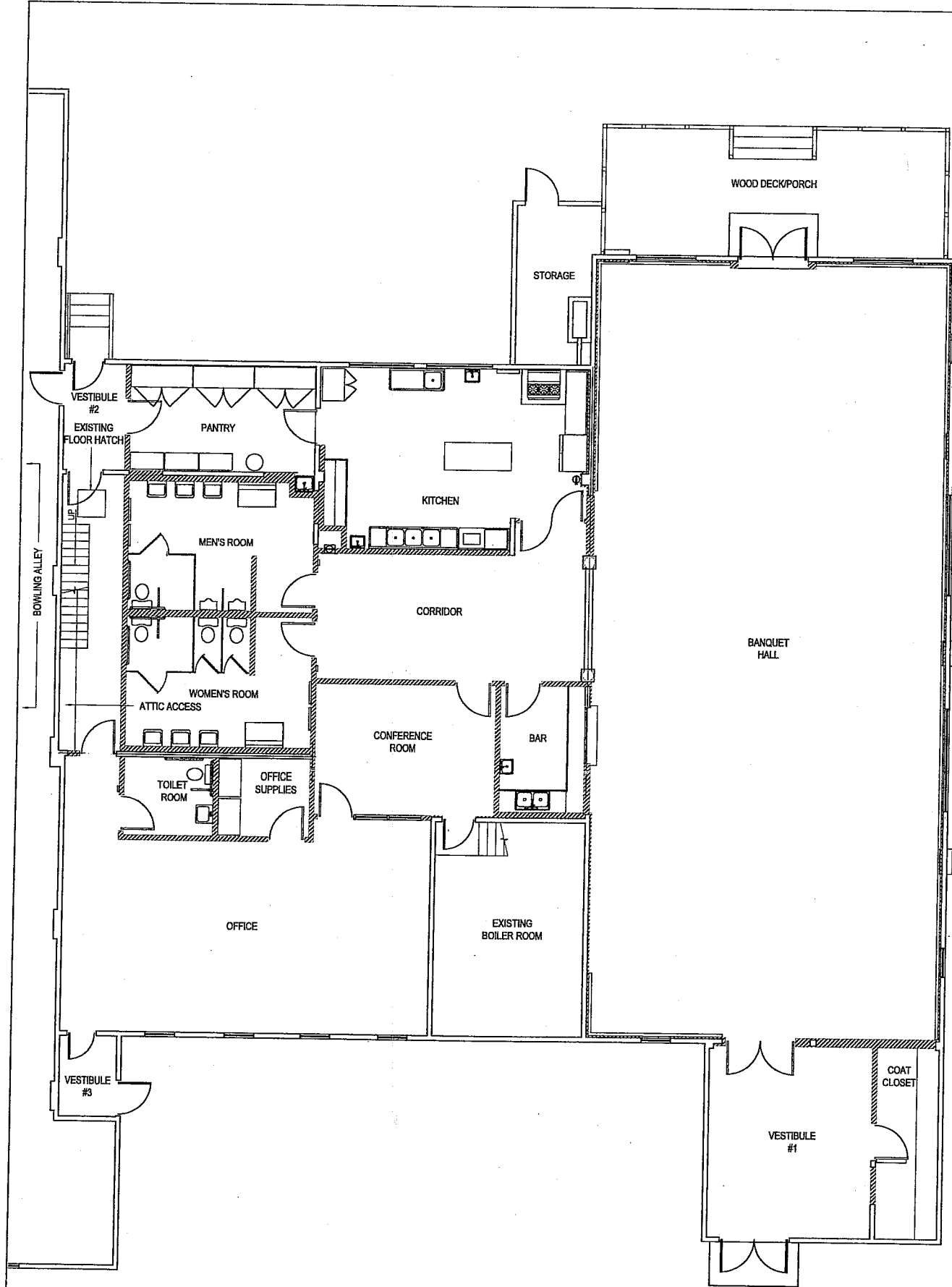
By: _____

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

On this the _____ day of _____, 2007, before me, _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

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



HATTERS PARK BANQUET HALL AND OFFICE
(N.T.S.)

Personal Property

Banquet Hall/Kitchen Area

- 98 - cushioned chairs in hall
- 23 - cushioned chairs in storage room
- 15 – 60” round tables
- 3 – 8’x3’ oblong tables
- 1 – Beverage-Air commercial refrigerator – Model KR36-1AS
- 1 – Hobart dishwasher – Model LXi-H (w/2 trays)
- 1 – Southbend gas stove – 6 burner / oven (commercial)
- 4 – Carrier in-wall air conditioners
- 1 – Ansul hood system
- 1 – Captive Aire fire suppression system
- 1 – “K” model fire extinguisher for kitchen
- 3 – dry chemical fire extinguishers
- fire & burglar alarm system
- honeycomb shades on all windows
- 75 metal hangers

Office Area

- 1 – Ammana air conditioner (in-wall)
- 1 – Westinghouse air conditioner (in-wall)
- vinyl blinds on all windows
- 1 – dry chemical fire extinguisher