

**LEASE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
DAMASCUS HERITAGE SOCIETY, INC.**

**Damascus Heritage Society Museum
9701 Main Street, Damascus, Maryland 20872**



**MONTGOMERY COUNTY MARYLAND
DEPARTMENT OF GENERAL SERVICES**

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EXHIBITS:

- A. Exhibit A – Property and Leased Premises
- B. Exhibit B – Mandatory Insurance Requirements

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “**Lease**”) is made this 12th day of December, 2024, by and between **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic with an address of 101 Monroe Street, Rockville, MD 20850 (the “**County**”) and **DAMASCUS HERITAGE SOCIETY, INC.**, a Maryland non-stock corporation with an address of P.O. Box 218, Damascus, Maryland, 20872-0218 (the “**Tenant**”) (County and Tenant together the “**Parties**”).

WITNESSETH:

WHEREAS, the County is the owner of fee simple title in certain property located at 9701 Main Street, Damascus, Maryland, consisting of 8.47 acres of land, identified as Parcel P677 on tax map FX43, Tax Account number 12-00927475 (the “**Property**”; which is shown on **Exhibit A**, attached hereto) (a portion of which, also shown on **Exhibit A**, for the purpose of this document, is the “**Leased Premises**”); and

WHEREAS, the County entered into a license agreement with the Tenant on July 24, 2008 to occupy and use space for a prefabricated building as a temporary museum on the Property; and the County made a first amendment to the license agreement on March 28, 2011 and renewed the license agreement until July 31, 2026; and

WHEREAS the Parties now wish to replace the license agreement with and enter into this Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained in this Lease, the foregoing recitals which are incorporated herein, and for other good and valuable

consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties mutually agree as follows:

1. **LEASED PREMISES**: County does hereby (i) ground lease to Tenant, and Tenant hereby ground leases from County, the Leased Premises consisting of approximately 800 square feet of land under the Tenant's prefabricated building, the mulched and landscaped area around the prefabricated building and the concrete walkway from the driveway to the prefabricated building at the Property as shown on **Exhibit A**, which is attached to this Lease and incorporated as if fully set forth herein, for the sole purpose of the Tenant continuing to maintain and operate the Damascus Heritage Society Museum; and (ii) grants to Tenant the non-exclusive right of entry, ingress and egress, for the duration of the term of this Lease (defined in Section 2, below) in, across and over the roadways, parking areas and pedestrian walkways on that portion of the Property outside of the Leased Premises (as such roadways, parking areas and pedestrian walkways presently exist and are shown on **Exhibit A**, or as they may subsequently be relocated) for the purpose of providing Tenant, its guests, licensees, invitees, employees, volunteers and contractors with pedestrian and vehicular access to, and ingress and egress from, the Leased Premises to Woodfield Road and Main Street; provided that in the event of the relocation of any of the foregoing, the County shall cause roadways and pedestrian walkways to be available to Tenant for the purpose of providing such access, ingress and egress.

There are two County buildings on the Property. One building houses both the Damascus Library, operated by the County's Department of Public Libraries, and the Damascus Senior Center, operated by the County's Department of Recreation. A second building houses a childcare center, for which the County acts as Landlord. The existing prefabricated building

owned by Tenant (home of the Damascus Heritage Society Museum), which is also located on the Property, is the subject of this Lease.

2. **LEASE TERM:** This Lease shall be for a term of twenty (20) years (“Initial Term”), unless earlier terminated in accordance with the terms of this Lease. The term of this Lease shall commence on _____ (the “Commencement Date”) and shall expire on _____, and once executed will effectively terminate the First Amendment to License Agreement made and executed on March 28, 2011.

3. **EARLY TERMINATION:** This Agreement and all rights and obligations hereunder may be terminated by the County, for any reason, at any time and at no cost to the County, whenever the Chief Administrative Officer or his designee shall determine that termination of this Agreement is in the best interest of the County. Such early termination shall be effective to Tenant on the later to occur of (i) one hundred eighty (180) days after delivery to Tenant of written notice, or (ii) the date specified in a written notice as the termination date. Notwithstanding the above, this Agreement will terminate upon relocation of the temporary museum to a permanent location. The County is under no obligation to provide alternate space for Tenant and is not responsible for any moving costs or any expenses incurred by Tenant to relocate or move, whether or not such move or relocation is the result of termination or any other reason.

4. **RENT:** Intentionally Omitted.

5. **USE OF LEASED PREMISES:** Tenant covenants and agrees that the prefabricated building shall be used solely for purposes of operating the Damascus Heritage Society Museum.

6. **INDEMNITY:** The Tenant hereby indemnifies, holds harmless, and agrees to pay the cost of defense of, the County and the County's agents, employees and officers (together the "Indemnitees") from and against all liabilities, obligations, damages, judgments, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against any of the Indemnitees arising, directly or indirectly, out of or in connection with (i) the Tenant's breach of its obligations under this Lease; (ii) the acts, omissions or negligence of the Tenant, its agents, contractors, guests, licensees, invitees or employees in or on the Property or Leased Premises; or (iii) the use or occupancy of the Property or Leased Premises by the Tenant, its agents, servants, employees, contractors, guests, licensees and/or invitees. In case any action or proceeding is brought against any of the Indemnitees by reason of any of the foregoing, the Tenant must reimburse the County the cost of defending such action or proceeding, or, upon the County's written demand and at the Tenant's sole cost and expense, the Tenant must defend such action and proceeding using counsel approved by the County.

7. **HOURS OF OPERATION:**

A. The hours of operation during which the museum may be open to the public shall be limited to the normal hours of operation of the Damascus Library and Damascus Senior Center. The Damascus Library is open Monday-Thursday 10:00AM to 8:00PM and Friday-Sunday 10:00AM to 6:00PM. The Damascus Senior Center is open Monday-Friday 9:00AM to 4:00PM. These hours of operation may be amended by the County in its discretion from time to time during the Term of the Lease.

- B. Access to the Leased Premises shall be allowed between the hours of 7:00 A.M. to 9:00 P.M. for the purpose of maintenance, repairs, setting up exhibits, and other functions necessary for administration of the museum; and
- C. In the event of an emergency before or after hours of operation described in this Section 7, Tenant shall be entitled to immediate access to the Leased Premises, provided that in all instances Tenant shall notify the County within one (1) business day after emergency access of its need to access the Leased Premises for such emergency need.

8. **ASSIGNMENT**: The Tenant shall not assign, transfer, mortgage or otherwise encumber this Lease, or sublet or license the Leased Premises or any part of the Leased Premises without the prior written approval of the County.

9. **CONDITION OF LEASED PREMISES**: Tenant accepts the Leased Premises in “as is” condition. Tenant agrees to maintain the Leased Premises in good condition and free of clutter and trash throughout the Lease Term.

10. **COMPLIANCE WITH LAWS**: It is understood, agreed and covenanted by and between the Parties that Tenant, at Tenant’s expense, shall promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the federal government, State of Maryland, Montgomery County Government, or any municipality in which the Leased Premises are located, including without limitations the Montgomery County Department of Environmental Protection and the Montgomery County Fire Marshal’s Office (the “**Applicable Laws**”).

11. **MAINTENANCE, OPERATION AND REPAIRS:** Tenant agrees to maintain and operate, at Tenant's sole cost and expense, the Leased Premises. Tenant shall make all repairs and replacements to the Leased Premises, whether required as a result of damage, destruction, or normal wear and tear. The Tenant shall keep the Leased Premises in a safe condition free of all hazards. The County shall have no obligation whatsoever for any maintenance or repairs of the Leased Premises.

The County shall be fully responsible for grass mowing and parking lot maintenance, including parking lot lighting, and snow removal at the Property. Except to the extent of the County's negligence or wrongful acts, the County shall not be responsible for the personal security of any Tenant staff, invitee, guest or licensee at the Property or Leased Premises.

Tenant shall be fully responsible, at the Tenant's sole cost and expense, for all operating expenses for the Leased Premises, including, but not limited to: utility bills, safety lighting, trash removal, pest control, all janitorial services, and any landscaping and grounds maintenance that is required beyond County grass mowing and snow and ice removal of areas other than the parking lot. Tenant shall also be responsible for preventive and day-to-day maintenance of all building systems of the prefabricated building, including mechanical, electrical, plumbing, structural, water protection, and roofing.

The County reserves the right, upon reasonable notice during the Lease Term, to inspect the Leased Premises. Such Inspection may be conducted by a third-party inspection service if the County so desires.

In the event that Tenant fails to perform its repair and maintenance obligations, the County, after ten (10) days' notice to Tenant, has the right, but not the obligation, to perform

such repair and maintenance at the cost and expense of Tenant, and Tenant agrees to reimburse County the cost of such repairs or maintenance within fifteen (15) days of receipt of invoice for such services.

12. **IMPROVEMENTS**: Improvements are a substantial alteration, improvement or addition to a building which extends beyond ordinary repair or maintenance (“Improvement”). Tenant shall not be permitted to undertake any Improvements to the Leased Premises without the prior written approval of the County, acting in its capacity as Landlord and not as a regulatory governing body and political subdivision of the State of Maryland. Tenant shall submit plans and specifications to the County in the event Tenant wishes to make such Improvements. Any Improvements to the Leased Premises shall be at Tenant’s sole cost and expense including the cost of any required permitting. The County reserves the right to deny approval of any and all Improvements proposed by Tenant.

A. The Tenant desires to expand the museum during the Lease Term, adding an additional 24 feet by 36 feet, or 864 square feet, of space behind the existing prefabricated building (“Expansion”). Tenant must obtain prior written consent of the County for the Expansion. Tenant must submit to the County complete plans, drawings and specifications at least sixty (60) days prior to beginning work on the Expansion. Tenant’s submittal to the County must include sufficient detail and content to allow the County to fully evaluate Tenant’s proposed improvement. The County shall respond in writing to Tenant’s submission within sixty (60) days of the receipt of all required documentation.

- B. After construction of the Expansion is completed, Tenant shall complete an ALTA survey at its expense to document the new area of the Leased Premises, which will replace Exhibit A to this Lease.
- C. If the Expansion is approved by the County and the improvements do not comply with the plans and specifications previously approved by the County, Tenant must undertake any necessary corrections at Tenant's sole risk and expense immediately after receiving written notice from the County.
- D. The County has the right to inspect all work and materials used in any Improvement during and after construction.
- E. Tenant must obtain any and all permits, approvals and licenses from all appropriate County, State, and/or municipal authorities having jurisdiction over such work. Tenant shall comply with all applicable zoning, land use, health and safety regulations. This requirement shall not be fulfilled by the County review and approval of the project, acting in its capacity as Landlord. Tenant will be required to also apply for permits through the Department of Permitting Services, in accordance with their process.

13. **LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:**

- A. Tenant must maintain liability insurance as stipulated on **Exhibit B**.
- B. **County's Insurance:** The County will maintain its normal liability insurance on the Leased Premises. The County reserves the right to self-insure.

- C. Certificate of Insurance: The Tenant must, within forty-five (45) days from execution of this Lease Agreement, deliver to the County a certificate(s) of insurance evidencing the coverages required under this Lease Agreement and, if requested by the County, complete and accurate copies of all insurance policies. The certificates must be issued to: Montgomery County, Maryland, mailed to the Department of General Services, Attn: Chief, Division of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850.**
- D. The Tenant must provide, on an annual basis, evidence that is satisfactory to the County of the insurance coverages required under this Lease Agreement, and, if requested by the County, provide copies of the insurance policies.**
- E. Subrogation: If a casualty or other occurrence that should be covered by the insurance required by this Lease Agreement occurs, the Tenant must look solely to its insurer for reimbursement and the Tenant must ensure that such insurance is so written that the Tenant's insurer waives all rights of subrogation and shall have no cause of action against the County, its agents or employees as a result of such casualty or occurrence. The Tenant waives and releases all right of recovery that it might otherwise have against Montgomery County, its contractors, agents or employees by reason of any loss or damage resulting from such casualty or other occurrence, to the extent that the Tenant would be covered by insurance if**

the Tenant complied with the requirements of this Lease Agreement pertaining to insurance.

14. **RELATIONSHIP OF THE PARTIES.** It is expressly understood that the County shall not be construed or held to be a partner, co-venturer, agent or associate of the Tenant; it being expressly understood that the relationship between the Parties hereto is and shall remain at all times that of Landlord and Tenant.

15. **RESPONSIBILITIES OF TENANT:** Tenant covenants and agrees as follows:

- A. Tenant shall not use or allow the Leased Premises or any part thereof to be used for any illegal, unlawful or improper purpose or for any act or thing that may cause waste or damage to the Property, adjacent properties or the adjacent neighborhood.
- B. Tenant shall not place upon the Property or Leased Premises any placard, sign, or lettering except such, and in such place and manner, as shall have been first approved in writing by the County and which complies with applicable laws.
- C. Tenant acknowledges that all responsibilities of Tenant relating to the use or misuse of the Leased Premises and anything therein shall be construed to include use or misuse thereof by Tenant's agents and employees, guests and invitees.
- D. Tenant, upon receipt of the same in writing, shall comply with all reasonable rules and regulations with regard to the use of the Leased Premises that may be from time to time promulgated in writing by the County, and any violation of said rules and regulations upon the expiration

of any applicable notice and cure period shall be deemed to constitute a violation of this Lease. It is understood that such rules and regulations shall not unreasonably interfere with or prevent the intended uses of the Leased Premises as set forth in this Lease. The County shall not discriminate against Tenant in the enforcement of any rule or regulation. If there shall be a conflict between this Lease and the rules and regulations, the terms of this Lease shall govern.

- E. The Tenant is responsible for on site management of the Leased Premises.
- F. The Tenant must not permit any trade or occupation to be carried on or use made of the Leased Premises outside the scope of this Lease.
- G. The Tenant will not knowingly employ an individual to work or volunteer to participate in activities on the Leased Premises if he or she is a registered sex offender, or if he or she has pleaded (1) guilty, (2) "no contest," or (3) nolo contendere to a crime involving sexual misconduct (whether or not resulting in a conviction).

16. **DESTRUCTION OF LEASED PREMISES:** In the event of damage to or destruction of the Leased Premises or any part of the Leased Premises by fire, storm, flood or other casualty which does not require the Tenant to suspend entirely the operation of the museum, the Tenant shall, as soon as practicable after said damage or destruction, repair and restore the Leased Premises to the condition they were in immediately prior to said damage or destruction. Should such damage or destruction of said Leased Premises or any substantial part of the Leased Premises render the Leased Premises wholly unavailable for use by the Tenant for its intended use, the County shall terminate this Lease within thirty (30) days following the date of the

destruction of the Leased Premises as described above by sending a termination notice to the Tenant. Notwithstanding the foregoing, (i) in fulfilling its obligations under this Section 16, Tenant shall not be required to expend more funds than the amount of insurance proceeds received by Tenant, plus the amount of any deductible; (ii) in the event that the County is required to terminate the Lease under the second sentence of this Section 16, Tenant shall have the option to agree to repair and restore the Leased Premises, in which case the County shall not terminate this Lease.

17. **DEFAULT**: Tenant shall be considered in default of this Lease and County may terminate this Lease upon the occurrence of any of the following:

- A. Failure to perform under any term, covenant or condition of this Lease, which default shall have continued for thirty (30) days following notice by County to Tenant of such failure, provided that if such failure is not reasonably capable of cure within such thirty (30) day period, then such failure shall not constitute a default by Tenant so long as Tenant commences efforts to cure such failure within such thirty (30) day period, and thereafter diligently and continuously pursues such cure;
- B. The commencement of any action or proceeding for the dissolution or liquidation of Tenant, or for the appointment of a receiver or trustee of Tenant's property;
- C. The making of any assignment for the benefit of Tenant's creditors;
- D. The abandonment of the Leased Premises by Tenant for more than thirty (30) consecutive days;

- E. Use of the Leased Premises by the Tenant or with the consent of Tenant, for uses other than those permitted under Section 1; and
- F. The use of the Leased Premises by Tenant or by Tenant's agents, employee, contractors, or guests, for any unlawful purpose.
- G. If any Event of Default described in this Section 17 shall occur, the County may terminate the Lease by written notice of termination to Tenant stating that this Lease shall terminate on the date specified in such notice, which date shall not exceed ten (10) days from the date of such notice, upon which date this Lease and all rights of Tenant to possession of the Leased Premises shall expire and terminate. Tenant shall quit and surrender the Leased Premises as of such date of termination in accordance with the provisions of Section 18. The County may dispossess Tenant of the Leased Premises by summary proceedings or otherwise as allowed by law.

18. **SURRENDER OF POSSESSION**: At the expiration or earlier termination of the Lease, the Tenant shall (i) quit and surrender to County the Leased Premises with utilities capped off; (ii) remove Tenant's Prefabricated Building and facilities including the concrete foundation piers; and (iii) seed or sod the disturbed area and return the Leased Premises in a good workmanlike condition free of rubble and debris. If Tenant's prefabricated building and facilities and the concrete foundation piers are not removed from the Licensed Premises within seventy-two (72) hours after the expiration of the Lease or thirty (30) days after the termination date, the property remaining will be deemed abandoned and will become the property of County, and County may have it removed (including the concrete foundation piers) and disposed of at

Tenant's expense. At the time of expiration or termination of this Lease and at the request of either County or Tenant, the Parties must participate in a walk-through to inspect the Leased Premises.

19. **NOTICE OF ACCIDENTS, DEFECTS OR DAMAGES:** Tenant shall give to the County prompt verbal notice of accidents in or damages to Leased Premises within five (5) days of the occurrence, and the Tenant shall follow up with a detailed written report to the County of such accidents, damages or notice within five (5) business days.

20. **WAIVER:** The waiver at any time by either of the Parties of any particular covenant, condition, obligation, or duty under this Lease shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver must not be construed or understood as waiving any further or other rights of either Party.

21. **NON-DISCRIMINATION:** The Tenant agrees to comply with the non-discrimination requirements of County contracts as required by Section 11B-33 and Chapter 27 of the Montgomery County Code (2014), as amended, as well as all other federal, state and local laws and regulations regarding discrimination. By signing this Lease Agreement, the Tenant assures the County that, in accordance with the Applicable Laws, it does not, and agrees that it will not, engage in any discrimination in violation of the above sections of the Montgomery County Code or any other federal, state or local laws, rules and regulations.

22. **PUBLIC EMPLOYMENT:** The Tenant understands and agrees that, unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code 2014, as amended, it is unlawful for any person or entity transacting business with Montgomery County, Maryland, to employ a public employee contemporaneous with his or her public employment.

23. **RESIDENT AGENT:** The resident agent for the Tenant is: President of the Damascus Heritage Society, P.O. Box 218, Damascus, Maryland 20872-0218.

24. **MAILING NOTICES:** All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail and shall be deemed to be effective when received or refused by the addressee. Notices to the respective Parties shall be addressed as follows:

Tenant:

Damascus Heritage Society, Inc
P.O. Box 218
Damascus, Maryland 20872-0218
Attn: President of Damascus
Heritage Society, Inc

County:

Montgomery County, Maryland
Department of General Services
101 Monroe Street, 9th Floor
Rockville, Maryland 20850
Attn: Chief, Division of Real Estate

With a copy, that does not constitute Notice, to:

Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

25. **PROHIBITION OF HAZARDOUS SUBSTANCES:** Tenant will not use or allow the Leased Premises to be used in violation of any Environmental Laws, nor will it use, generate, release, store, treat, dispose of, or otherwise deposit, in, on, or about the Leased Premises any hazardous substances, nor will it permit or allow any third party to do so without the County's prior written consent. The foregoing shall not preclude Tenant from using materials commonly used in the course of performing the use permitted under this Lease, provided that tenant properly

handles and disposes of the same in accordance with applicable law and the manufacturers' instructions with respect thereto. Tenant agrees not to store or bring hazardous substances onto the Leased Premises. The term "hazardous substances" shall mean any substance, chemical, waste, product or the like which now or in the future is identified as hazardous, toxic, dangerous or the like, or is regulated or otherwise subject to any Environmental Laws, including, but not limited to, asbestos, polychlorinated biphenyls, urea formaldehyde insulation, and any substance which requires reporting, registration, notification, removal, abatement or special treatment, storage, handling or disposal under any Environmental Laws. The term "Environmental Laws" shall mean all existing and future Federal, state, and local laws, regulations, ordinances and the like relating to the environment, as amended from time to time. Environmental Laws currently include, but are not limited to, the following: The Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 et. seq.) ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 et. seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§11001, et. seq.) ("EPCRA"), the Occupational Safety and Health Act of 1970 (29 U.S.C. §§651 et. seq.) ("OSHA") and the Toxic Substances Control Act (15 U.S.C. §§2601 et. seq.) ("TSCA"). Tenant indemnifies the County against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the Leased Premises by Tenant, its agents, contractors, employees, invitees or guests.

26. NON-APPROPRIATION: Any obligation or liability of the County arising in any way from this Lease is subject to, limited by, and contingent upon the appropriation and availability of funds (the occurrence of any such failure to appropriate funds or other limitation on the availability of funds to the County being referred to in this Lease as a "Non-Appropriation

Event”), as well as the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. §§ 5-301, et seq. (2006 Repl. Vol.) (the “LGTCA”); Md. Code Ann. Art. 25A, § 1A (2011 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2006 Repl. Vol.), (together the “County Indemnification Statutes”), all as amended from time to time. Any indemnification given by the County in this Agreement is not intended to create any rights or causes of action in any third parties or to increase the County’s liability above the caps provided in the County Indemnification Statutes, as applicable.

27. **AMERICANS WITH DISABILITIES ACT AND OTHER REQUIREMENTS:**

Tenant agrees that the improvements and any future modifications made to the Leased Premises by Tenant shall be made in conformance with the requirements of the Americans with Disabilities Act, the Federal Fair Housing Act, and all safety and accessibility requirements in federal, state, and county laws and regulations. Tenant must obtain all required permits prior to constructing any improvements or making any modifications to the Leased Premises and must comply with all applicable building and safety codes.

28. **EMINENT DOMAIN:** The Tenant is not entitled to any condemnation award granted to the County for County’s property rights in the Property or Leased Premises. In the event that the Property and/or Leased Premises shall be taken by any governmental or quasi-governmental authority pursuant to its power of eminent domain or sold under threat of such taking, the Tenant will not be entitled to recover from the County any capital expenditures for improvements and betterments made by the Tenant to the Leased Premises at the Tenant’s expense.

29. **FORCE MAJEURE:** Neither Party will be deemed in default with respect to the performance of any terms, covenants, and conditions of this Lease if the same shall be due to any

strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or upsurged power, sabotage, inability to obtain any material or service, through natural or other cause beyond the control of either party. For purposes of this provision, lack of funds shall not be considered a cause beyond the control of a Party except to the extent that the same is expressly made conditioned upon the appropriation of future funds.

30. **ENTIRE AGREEMENT:** This Lease, including Exhibits A and B hereto, is the entire agreement between the Parties, and no representation, inducement, or agreement, oral or otherwise, between the Parties not contained in this Lease shall be of any force or effect.

31. **MODIFICATION:** This Lease (other than the applicable rules and regulations, which may be changed from time to time) shall not be modified, waived or supplemented in any manner except by an instrument in writing executed by both Parties with the same formality as this Lease, and no such modification, waiver or supplement shall be effective without the written consent of all Parties.

32. **GOVERNING LAW:** This Lease and its performance are to be governed, interpreted, construed and regulated by the laws of Montgomery County and the State of Maryland. Both Parties agree and acknowledge that the Montgomery County Circuit Court shall have exclusive jurisdiction and venue as to any claims or suits filed with respect to the matters addressed in this Lease.

33. **WAIVER OF JURY TRIAL:** BOTH PARTIES AGREE TO, AND HEREBY DO, WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS OR SUITS RELATING TO THIS LEASE.

34. **THE COUNTY'S TITLE AND COVENANT OF QUIET ENJOYMENT:** The County covenants that it has, to the best of its knowledge, full right and power to execute and

perform this Lease, and that it shall put Tenant into complete and exclusive possession of the Leased Premises, as set forth herein. The County covenants and agrees that, if Tenant performs all of its obligations under this Lease, Tenant shall, at all times during the Lease Term, have the peaceable and quiet enjoyment and possession of the Leased Premises for the purposes stated in this Lease.

35. NO MERGER: The Parties expressly agree that absent the express written agreement of County and Tenant, the fee estate of County in the Leased Premises, and the leasehold estate of Tenant in the Leased Premises shall not merge during the term of this Lease regardless of whether the same person is the owner of more than one estate.

36. RECORDATION OF LEASE: Either County or Tenant shall be permitted to record a memorandum of this Lease, in form and substance reasonably acceptable to the other party, and executed by County and Tenant, at Tenant's sole expense. Upon the expiration or sooner termination of this Lease, Tenant covenants that it will, at the request of County, execute, acknowledge and deliver an instrument canceling any memorandum of Lease which is recorded and all other documentation required to record same. If, as to the expiration of this Lease only, Tenant fails or refuses to execute, acknowledge and deliver such instrument of cancellation, then Tenant hereby appoints County as Tenant's attorney in fact, coupled with an interest, solely for the purpose of executing, acknowledging and delivering such instrument of cancellation at the expiration of the Lease on Tenant's behalf.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Parties have caused this agreement to be properly executed.

WITNESS:

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

By:

Monisola Brobbey

By:

Fariba Kassiri
Fariba Kassiri
Deputy Chief Administrative Officer

Date:

12/12/2024

RECOMMENDED

By:

David E. Dise
David E. Dise, Director
Department of General Services

Date:

12/11/2024

APPROVED AS TO FORM &
LEGALITY
OFFICE OF THE COUNTY
ATTORNEY

By:

Neal Anker
Neal Anker
Assistant County Attorney

Date:

12/11/2024

WITNESS:

By:

Patricia Williams

TENANT:

Damascus Heritage Society, Inc.

By:

James M. Starcher

Title:

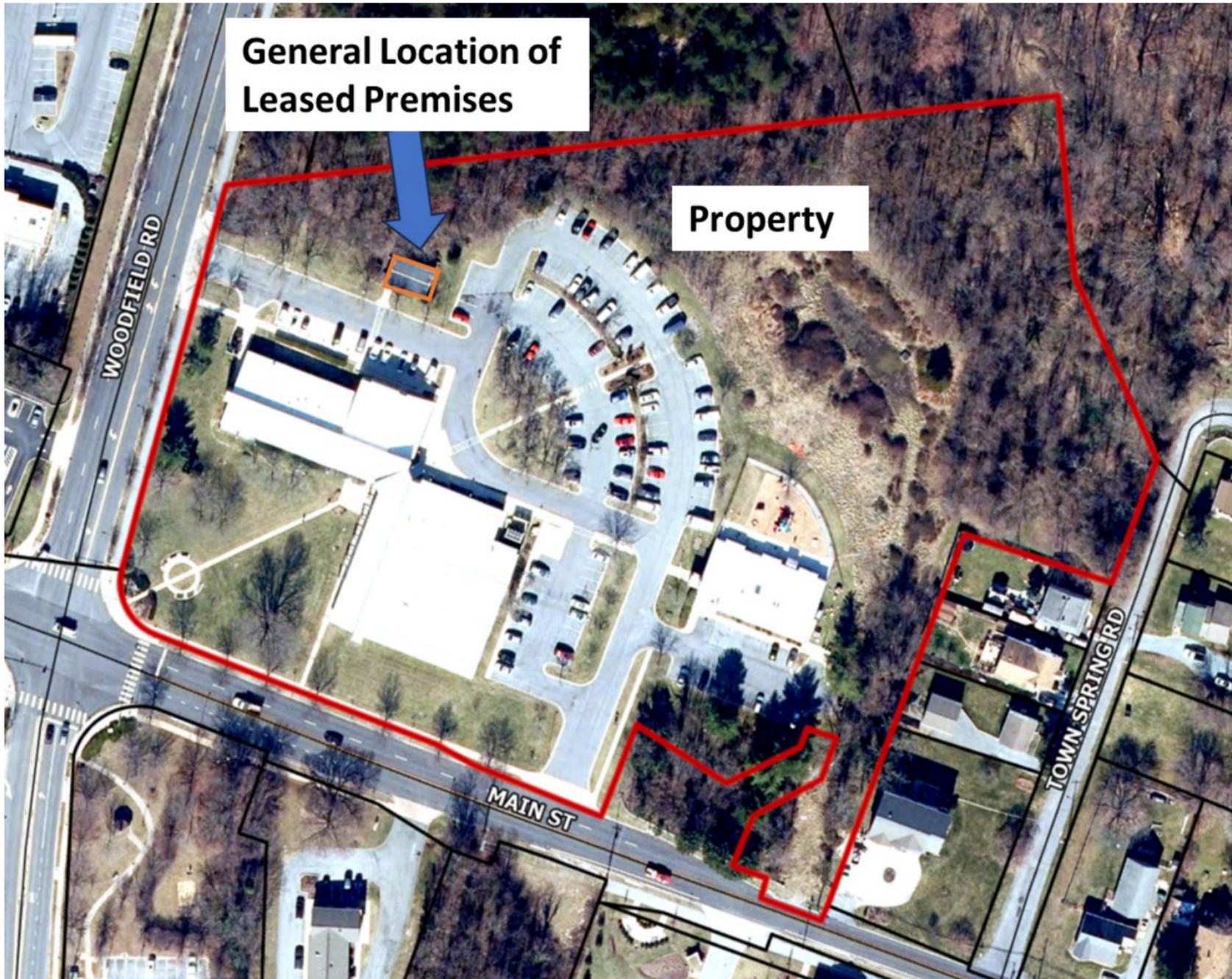
PRESIDENT

Date:

11/15/2024

EXHIBIT A

Property and Leased Premises



Property Outlined in Red. General Location of Leased Premises Outlined in Orange.



*Leased Premises Outlined in Red.
Source: MCATLAS, Montgomery Planning*

EXHIBIT B

MANDATORY MINIMUM INSURANCE REQUIREMENTS – Lease Agreement between Montgomery County, Maryland and Damascus Heritage Society - Damascus Heritage Society Museum

Prior to the execution of the contract by the County, the Tenant must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the Tenant to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of Tenant's obligation to provide the insurance coverage specified. Tenant's insurance shall be primary with the County's being non-contributory.

Commercial General Liability

A minimum limit of liability of *one million dollars (\$1,000,000) per occurrence* for bodily injury, personal injury and property damage coverage per occurrence including the following coverages:

Contractual Liability

Premises and Operations

Independent Contractors & Subcontractors

Products and Completed Operations

Volunteers may not be excluded

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employer's Liability limits:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limits

Bodily Injury by Disease - \$100,000 each employee

Property, All Risk

Obtain and maintain, an All-Risks Property Policy during the Lease Agreement term and any renewal terms to protect the full replacement value of the Leased Premises, all contents of the Leased Premises and all interests of the Tenant, the County and the Property of Others against any loss. Any deductibles under this policy shall be funded by the Tenant. The County does not provide any coverage for Tenant's owned contents and improvements to the Leased Premises. County shall be named as a Loss Payee.

Subcontractor Requirements

Unless otherwise stated below the proposed awardee/contractor shall require all subcontractors to obtain, and maintain, insurance with limits equal to, or greater, than those limits required within the contract.

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on an endorsement to Tenant's commercial general and contractor's excess/umbrella insurance policies, if used to satisfy the Tenant's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of Tenant. Coverage pursuant to this Exhibit shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Tenant, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

Policy Cancellation

Should any of the above policies be canceled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
Department of General Services / Cynthia Brenneman
101 Monroe Street, 9th Floor
Rockville, MD 20850