

Town of Barnstable

Request for Proposals

Disposition of Property Via Lease: Certain Properties at Race Lane Farm Related to the Horse Stables, Grazing land, and Barns.



January 3, 2012

Pre-Response Meeting – 2/2/12, 11 am, property site
RFP Due Date: no later than 2/17/12, 2 pm

All potential bidders are required to be registered on the Town of Barnstable Bid & RFP System at www.town.barnstable.ma.us. This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid document and all associated documents to check the Town of Barnstable Bid & RFP System for any addenda or modification to this solicitation, if they intend to respond. The Town of Barnstable accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document or documents obtained from a source other than the Town. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body

of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

TABLE OF CONTENTS

	Page Number
I. INTRODUCTION AND BACKGROUND	3
A. Background	3
II. KEY DATES FOR PROPOSAL	4
III. PROPOSAL REQUIREMENTS	4
A. Minimum Requirements	4
IV. LEASE REQUIREMENTS	5
A. General Response	5
B. Specific Response Requirements	5
C. Additional Narrative Information	10
D. Miscellaneous Requirements	11
V. PROPOSAL INSTRUCTIONS	11
A. Instructions to Proposers	11
B. Pre-Response Conference and site visit	13
C. Questions and Clarifications	13
D. Notification of Award	13
E. Lease	13
F. Termination of Lease	14
G. Insurance Requirements	14
H. Indemnification of Lessor	14
I. Permits	15
VI. PROPOSAL EVALUATION	15
Minimum Criteria	15
Comparative Criteria	16
VII. PROPOSAL SUBMISSION REQUIREMENTS	17
A. Proposal Requirements	17
B. Price Proposal	17
C. Contact Information	18
APPENDICES	
APPENDIX A – Certificate of Non-collusion	19
APPENDIX B – State Taxes Certification Clause	20
APPENDIX C – Price Proposal Worksheet	21
APPENDIX D – Proposed Lease	22
APPENDIX E – Legal Advertisement	43

SECTION I. INTRODUCTION AND BACKGROUND

The Town of Barnstable, Massachusetts acting through its Purchasing Agent, is accepting sealed proposals from all interested parties for disposition of property via lease for certain properties at Race Lane Farm located in West Barnstable Massachusetts. The lease will generally include all property and structures associated with the maintenance and/or boarding of horses. It includes the use of the Barns, Stables and grazing areas. The Town is offering a five (5) year lease with one (1) one (5) year option at the sole discretion of the Town.

The land associated with the Barnstable County Sheriff's Association related to the Zip course, Ropes course and the house on the property is currently under a separate intergovernmental agreement with the Town.

The goal of this RFP is to identify the proposer who will lease the properties at Race lane and provide a service or operate a business that benefits the Town or the residents of Barnstable in some way. The financial compensation the Town receives as per the lease should also reflect the amount of benefit Town of Barnstable residents will receive. To that end the Town may accept a lower lease payment if the nature of the use of the leased properties will greatly benefit the Town or its residents.

This Request for Proposal is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, Chapter 16 and all lease documents must be strictly awarded in accordance with the requirements of the Request for Proposal regarding Real Property Transactions. If it becomes necessary to revise any part of the RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

The Purchasing Agent reserves the right to reject any or all proposals or cancel this Request for Proposal if deemed to be in the best interest of the Town.

A. BACKGROUND

1. The Town of Barnstable is located on Cape Cod and has an approximate year-round population of approximately 45,000 and approximately 120,000 seasonal residents. The Town encompasses an area of 64.1 square miles and consists of seven distinct villages: Barnstable, Centerville, Cotuit, Hyannis, Marstons Mills, Osterville, and West Barnstable. It serves as the County Seat for Barnstable County. The Town of Barnstable is located approximately 65 miles from Boston and approximately 75 miles from Providence.

The Town of Barnstable serves as the commercial center for Cape Cod. It houses the main hospital, regional social service agencies, the superior court, and the regional shopping mall to name a few. The Town functions under a Council-Manager form of government, with a charter-supported strong Manager, and thirteen Town Councilors elected by precinct. The Barnstable Town Council is the legislative and policy-making branch of the town government. The council develops, adopts, and enacts policies and ordinances, which it believes promote and enhance the general welfare of the town.

2. The 13+ acres located in West Barnstable, once known as "Cape Cod Farm Stables" in an area known as the "Plains" contains fields and buildings related to the boarding and showing of horses. It has been the site of a number of public events including events associated with the Town's 350 anniversary celebration, horse demonstrations, public picnics and fairs.

3. The property offered for lease under this Request for Proposal is currently being operated by the incumbent as CJs Ranch.

SECTION II. KEY DATES FOR THIS PROPOSAL

Key dates for this Proposal

January 4, 2012	RFP Issued
February 2, 2012	Pre-Response Conference and site visit at 11 am at Race Lane Farm
February 10, 2012	Last day for written questions to Purchasing Agent
February 17, 2012	Proposals Due
Wk of 2/27/12	Optional Interview Period
Wk of 3/5/12	Award to best proposer
June 1, 2012	Approximate commencement of lease (or sooner at Town's option)

SECTION III. PROPOSAL REQUIREMENTS

A. MINIMUM REQUIREMENTS

The evaluation committee shall recommend to the Town Manager to reject proposals which do not meet the following certain minimum requirements:

1. All proposals shall be submitted to the Purchasing Agent, Town of Barnstable, Procurement & Risk Management, third floor, 230 South Street, Hyannis MA 02601 as stated in "Legal Advertisement"- Appendix E. Each proposal shall be in SEALED envelopes, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer.
2. The proposal must be received in Procurement & Risk Management before the deadline for receipt of proposals, and must be complete (must include or address all items specified in Section VII -- Proposal Submission Requirements).
3. The proposer must have signed both the Certificate of Non Collusion - Appendix A, the State Taxes Certification Clause - Appendix B, and the Disclosure of Beneficial Interests Form – Appendix F and include them in the proposal package.
4. The proposal must be signed by an individual who has legal authority to provide a firm price in the price proposal section of the submission.
5. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.

SECTION IV. LEASE REQUIREMENTS

A. GENERAL RESPONSE

The proposal must provide the Town of Barnstable with a clear and well-planned written statement of the intentions of use the proposer wishes to implement at the Race Lane Farm. Included in this narrative must be details associated with the areas below. The narrative should not be limited to these topics, but the proposer is advised that the accepted proposal will become part of the lease and will be enforceable. Realistic usage and clearly defined intentions are strongly encouraged of all proposers when submitting their proposals.

Public Access

Boarding of animals

Showing of animals

Nature of business enterprise intended

Association with the Town

Please remember your response will be judged on how the land owned by the Town will best benefit the Town, the Town's Residents or the land itself.

B. SPECIFIC RESPONSE REQUIREMENTS

The following areas should also be acknowledged in your response. These have to do with requirements the Town is placing in the lease documents. Your proposal should acknowledge your agreement with the following areas or should indicate exceptions. Failure to note any exceptions may eliminate the opportunity for the proposer to negotiate substantial changes later in the process if they are awarded the right to lease Race Lane Farm as noted on these documents.

Sheriff's Department

The Sheriff's Department, at the time of issue of this RFP, holds an intergovernmental lease for certain properties clearly indicated on the attached map. This includes full and sole use of the house, the ropes courses on the northern section of the property, the two small storage sheds on the southern side of the riding barn and sole use of the two small grass areas surrounded by chain link fence next to the house on the south side. They will need occasional access the zip line course located in the south east corner of the property, and they have been granted occasional use of the fields at the convenience of the awarded contractor resulting from this RFP. They will be completely responsible for providing adequate supervision for the inmates or youths under their care when they are on the premises.

Use of Property

The premises should be used for the maintenance and operation of a horse stable facility with public access. This includes stabling facilities and related services for horses, riding lessons, and other related equestrian activities. No more than 23 horses may be stabled permanently on the premises at any given time. In addition, the property should be made available for horse shows and other equestrian events, as well as public events that benefit the Town of Barnstable's residents.

The Lessee is encouraged to conduct equestrian-related programs for youths upon the leased premises. The goal of previous leases of this property had been to provide positive experiences for disadvantaged

youths aimed at preventing delinquency and other non-acceptable behaviors. The Town would like to meet this goal if it meshes with the intent of the individuals interested in leasing the property.

No trade or occupation may be conducted on the leased premises, which is unlawful, improper, noisy, offensive or contrary to any law or regulation.

The Lessee shall have the discretion to deny the use of the premises for horse shows or events when in the opinion of the Lessee the person or persons responsible for the sponsorship or organization of such horse shows or events are likely to jeopardize the safety of the public or security of the leased premises.

Rules of Operation

The proposal should reflect and approach to the management of the property. A general statement or philosophy towards the interfacing with the public should be included. The Lessee should establish a clearly posted set of rules and regulations which, in the opinion of the Lessee, are reasonably designed to ensure the safety of the public and the security of the leased premises. The following rules are to be enforced and posted by the lessee on the premises.

- 1) All persons shall wear a hard hat while participating in riding events if such is required by the insurance carrier.
- 2) All persons shall sign a waiver form as provided by the Town of Barnstable. The forms are to be kept by Lessee and Lessee shall allow the Town to inspect such forms from time to time during normal business hours.

The leased premises shall be used and conducted in a dignified manner. Lessee shall be responsible for the conduct of its employees while on the leased premises. Lessee will not permit any disorderly conduct within the leased area.

Subcontracting of services or the use of the premises for activities that do not relate to equestrian events or the boarding of horses must be approved by the Town Manager's in writing prior to the scheduling of the event.

Events and Shows

Proposers should indicate what kinds of shows or public events they plan on offering, if any. The inclusion of specific events does not require the lessee to implement the shows, and it does not limit them to that specific number. However, plans to include additional events or to eliminate events included in the proposals require notification of the Town. Substantial changes in the use of the property or in the nature or number of events offered to the public may result in renegotiations of the terms of this agreement.

Town use of Property

The awarded individual, upon execution of the lease, will need to allow the Lessor and its agencies to use the leased premises at reasonable times on a no-cost basis. These events would be held with long notice to and extensive involvement of the lessee.

The Town reserves the right to arrange with the lessee programs in association with Town Departments or the Barnstable School system that benefit the residents of the Town of Barnstable. This may include, but not be limited to, summer camp programs through the Recreation Division, discounted riding lessons offered to Barnstable residents, and school related projects or independent courses of study.

Town Access to Property

The Town will conduct an annual inspection of the property to determine the continued good condition of the buildings and grounds. The Town reserves the right to inspect more often than once per year at the Town's discretion. Within 30 days of the inspection the Town will provide a list of any defective conditions to be corrected and a corrective plan as to how and when said conditions will be corrected. Failure of the lessee to make the corrective repairs puts the contract in jeopardy unless an agreeable course of action can be determined by both parties.

Onsite responsibilities

The boarding of horses and any stipulation associated with the procurement of appropriate insurance should be addressed in your proposal. Confirmation of any specific requirements and how the proposers intend to address this issue is a significant portion of this RFP and the responses being solicited.

Insurance

1. **Indemnification** - Contractor will indemnify and hold harmless the Town of Barnstable and its employees against any and all claims for damages on account of bodily injury, including death, property damage, personal injury, and advertising injury by any act or omission due to negligence of the Contractor, subcontracts, its agents, or employees during the term or any extension of the resultant agreement, and in case of any action or actions or other legal proceedings shall be brought or instituted against the Town of Barnstable on account of any such claims, Contractor shall indemnify and hold harmless the Town of Barnstable.

2. **General Insurance** - The Contractor shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the Town of Barnstable. All such insurance carried should not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the Contractor shall indemnify, and hold harmless the Town of Barnstable, its elected or duly appointed officers, directors and employees against any claim based upon negligent, accidental or intentional acts or omissions of the contractor, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the agreement.

With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the Town of Barnstable and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the Contractor will provide copies of certificates of insurance to the Town of Barnstable, Procurement & Risk Management.

Failure to provide and continue in force such insurance as aforesaid may be deemed a material breach of this contract, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Contractor. Annually, at time of vendor's policy renewal, updated insurance certificates shall be sent to the Town of Barnstable.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and

to the Town of Barnstable at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Contractor.

All insurance coverage shall be placed with such company as may be acceptable to the Town of Barnstable and shall constitute a material part of the contract documents.

3. **Comprehensive General Liability Insurance**

The Contractor shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and a Products/Completed Operations (*as may be required*) Aggregate limit no less than Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.

4. **Automobile Liability and Property Damage Insurance**

The Contractor shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by contracted employees of the awarded Contractor. Level of insurance must adequately cover the liability exposure of project site and is subject to Town of Barnstable Risk Manager approval.

5. **Workers' Compensation Insurance (if applicable under State Law)**

The Contractor shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

9. **Other Liability (as may be necessary)**

The Town of Barnstable reserves the right to request proof of other insurance coverage depending upon the intended use of the property.

The aforementioned insurance coverages shall remain in full force and effect throughout the period of the contract. Similar insurance coverage shall be provided by or in behalf of any subcontractor to cover their operations with the same minimum limits as required of the Contractor. Contractor's insurance shall be primary insurance to all insurance carried by Owner.

Discretion of Property Use and Management

The Lessee shall have the discretion to deny the use of the premises for horse shows or events when in the opinion of the Lessee the person or persons responsible for the sponsorship or organization of such horse shows or events are likely to jeopardize the safety of the public or security of the leased premises. Furthermore, the Lessee shall be entitled to exclude from the leased premises such person or persons who, in the opinion of the Lessee, are engaging in conduct, or likely to engage in conduct, which is unsafe, unreasonable, annoying, offensive, improper, or otherwise inconsistent with universally accepted standards of equestrianism.

The Lessee shall be entitled to establish such rules and regulations, which, in the opinion of the Lessee, are reasonably designed to ensure the safety of the public and the security of the leased premises. The leased premises shall be used and conducted in a dignified manner. Lessee shall be responsible for the conduct of its employees while on the leased premises. Lessee will not permit any disorderly conduct within the leased area.

Any entertainment furnished by the Lessee or by any person or persons permitted to use the leased premises shall be in good taste and acceptable to the standards of a publicly-owned building. No alcoholic beverages shall be sold or consumed on the leased premises. Notwithstanding anything in the previous sentence to the contrary, Lessee shall be required to apply to the licensing entity of the Town of Barnstable for a one day license should it desire to host an event any where on the leased premises where alcohol is served and fees are charged or donations accepted.

Duration of Lease

The initial lease will be for a period of five (5) years with one (1) additional five (5) year option. These options to renew are at the sole discretion of the Town of Barnstable. However, the Lessee is under no obligation to accept a renewal, if offered by the Town. Any decision to offer a renewal shall be made in writing by the Town to the Lessee, and will be made no less than 60 days prior to the conclusion of the lease initial term.

Fire Extinguishers and Smoke Detectors.

The maintenance and recharging of fire extinguishers is the Lessee's responsibility. Any insurance requirements to install additional smoke detectors or additional fire extinguishers are also the Lessee's responsibility. Periodic fire marshal inspections to verify full compliance will be ordered by the Town.

Telephone service

There is a telephone in the stable/barn. The Lessee will be required to maintain the telephone service in that location as part of the lease. The phone number will be given to Procurement & Risk Management. Any additional phone service may be added by the Lessee at their expense and control.

Regular Maintenance

Maintenance and any costs related to maintenance of the buildings and grounds determined to be part of the Horse barn, stables and grazing areas are the responsibility of Lessee. This includes grass cutting, fence repair, the removal of manure, cutting of brush, and general building repairs. The regular and daily cleaning of the buildings and grounds under this lease are also the responsibility of the Lessee. This includes the hayloft, storage rooms in the barn and open areas behind the stable barn bordering the golf course.

Lessee shall keep and maintain the premises, including all buildings and improvements of every kind which may be a part thereof, and all appurtenances thereto, including sidewalks adjacent thereto, in good, sanitary and neat order, condition and repair and except as specifically provided herein, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty, or any other cause whatsoever.

Refuse and Disposal

The cost and responsibility of the disposal of all refuse including shipping cartons, in an approved receptacle provide by the Lessee and located in an inconspicuous location on the grounds, is the sole responsibility of the Lessee. The accumulation of refuse so as to constitute a fire or health hazard within

the leased premises is a situation that may result in renegotiations of the terms of the lease or more frequent inspections to insure compliance with generally acceptable practices regarding refuse removal. This specifically includes the periodic and proper disposal of horse manure.

Lighting

The Lessee has the sole responsibility of replacing or repairing, as may be required, all electrical or incandescent light bulbs or fluorescent tubes or other lighting devices located within the leased premises.

Glass

The Lessee has the sole responsibility of replacing or repairing any windows or glass contained in the leased buildings as determined by this RFP.

Damage to Property

Damage caused by horses under the responsibility and care of the Lessee as well as any guests invited onto the grounds by the Lessee for the purposes of public or competitive shows is the responsibility of the lessee. This includes the replacement of boards and horse damage in stables, barn and ring if they show significant wear over the course of the lease. Arrangements between the Town and the Lessee may be worked out based on the nature of the condition of the buildings.

Water and Electricity

Water and electricity are currently on in the stable and riding barn. The water and electricity will be turned over to the tenants name as part of the lease signing. At that point the responsibility for the water and electricity is the lessee's including prompt payment of subsequent bills. Bills extending past 60 days will constitute grounds for renegotiating the lease.

Storage of Personal Belongings

During the terms of the lease, the storage of personal items belonging to the Lessee that assist or are related to the operations of the business endeavor as outlined in the proposal may be allowed. Within 30 days of the expiration of this lease or the termination of the contract as outlined in this document the personal effects must be removed. If they are not removed, the Town reserves the right to dispose of these items as they see fit without any recompense to the Lessee.

Security Deposit

A security deposit of \$500.00 will be requested at lease signing. This will be placed in escrow as security against non-payment of water, electricity, trash removal or damage resulting during the terms of the lease. Upon successful inspection of the property and financial paperwork at the close of the lease, the money will be refunded, less the cost to make right any outstanding bills or commitments.

C. ADDITIONAL NARRATIVE INFORMATION

1. Provide at least five (5) references with contact phone numbers. Three (3) of these references should be business references that can speak to the nature of the businesses you have run in the past or have been associated with in some way. The other two references should be personal references.
2. List the anticipated amount of support services the Town would be required to provide.
3. You should submit a current resume or provide the Town with your work history, in detail, over the past 10 years. Specifically include all information pertaining to the maintenance, care, showing and boarding of horses during that time.

4. Please indicate if you currently own or operate some other horse related business enterprise. Include the amount of time you spend conducting that enterprise and indicate how you will manage the Race Lane Farm into your business schedule.

D. MISCELLANEOUS REQUIREMENTS

The Town and the Contractor shall cooperate in maintaining good public relations throughout the period of this project. The contractor may be asked to conduct a public information program that addresses the scope and objective of the project. This would be negotiated directly with the Town Manager should the need arise. The awarded contractor may be required to meet privately or publicly with the Town Council to address any concerns. It is not anticipated that this will occur, but the Town reserves the right to ask the contractor to meet this obligation.

An interview may be conducted with any proposer who is deemed Highly Advantageous or Advantageous during the evaluation of the proposals during the time period noted in Key Dates for this RFP. Any proposer should make sure they are available during that time period for interviews held at the Barnstable Town Hall, Hyannis, Massachusetts.

SECTION V. PROPOSAL INSTRUCTIONS

A. INSTRUCTIONS TO PROPOSERS

1. Attention of all proposers is directed to Chapter 30B, section 16 of the General Laws of the Commonwealth of Massachusetts and to all other applicable sections of the General Laws as most recently amended which govern the award of this contract.
2. The Town of Barnstable may cancel this RFP, in whole or in part, or may reject all proposals submitted in response, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous to the Town or if it is otherwise in the best interest of the Town.
3. The Town of Barnstable may request that supplementary information be furnished to assure the Town that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the work proposed.
4. No forms are provided by the awarding authority except the Certificate of Non Collusion - Appendix A, the State Taxes Certification Clause - Appendix B, the Price Proposal submission sheet - Appendix C and the Proposed Lease - Appendix D. However, all proposals shall be in ink or typewritten and must be completed according to the instructions contained herein.
5. Questions or clarifications rising from these documents shall be submitted to the Town in writing. They should be sent to the individual named in section VII-C. They must be submitted in accordance with section II "Key Dates for This Proposal".
6. Each proposer shall acknowledge receipt of any and all addendum issued to the Request for Proposal by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the proposal as being unresponsive.
7. The proposer shall sign the proposal correctly in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the proposal will sign the document.

8. Proposers may correct, modify or withdraw the original proposals on or before the date and time as stated in the “Legal Advertisement”- Appendix E. Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the vendor. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make a request in writing.
9. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her proposal.
10. It is understood that the Vendor’s Proposal to the Town of Barnstable to provide said services and products will remain valid for 90 days past the submission deadline.
11. The proposer’s attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over municipal finance shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.
12. It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion - Appendix A.
13. All costs involved in preparing the Proposal will be borne by the vendor; the Town will not be liable for any costs associated with the creation of the Proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.
14. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
15. Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority’s decision or judgment on these matters shall be final, conclusive and binding.
16. Any proposal received after the date and time stated in the “Legal Advertisement” – Appendix E, will be deemed “non-responsive” and shall not be opened. Unopened proposals will be returned to the proposer.
17. The evaluation of the Proposals will be conducted by a team/committee appointed by the Chief Procurement Officer with the direction of the Purchasing Agent. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.
18. The Proposals will be opened on the date and at the time stated in the “Legal Advertisement” – Appendix E. The name of the person or organization submitting a proposal will be read and recorded. The contents of all proposals will be opened publicly as required by Massachusetts general Law. A register of proposals will be completed indicating the name of the proposer and the number of proposal modifications submitted by each proposer. This register may be viewed upon request. The names of the witnesses will also be recorded.
19. Any contract resulting from this RFP shall be awarded to the proposer whose Proposal is deemed to be the most Highly Advantageous to the Town of Barnstable. The Town alone will be the sole judge in determining whether a vendor’s proposal satisfies the requirements of this RFP and

whether or not the Proposal will prove advantageous to the Town. The selected vendor will be under agreement to the Town per the attached proposed lease document.

20. Response to this Request for Proposal acknowledges the vendor's acceptance of all sections and requirements of this document. The Request for Proposal will be written into the successful vendor's proposal as part of the system contract. If the vendor's proposal does not comply with the requirements of this request for proposal, or if an item is not understood in anyway, a copy of that section of the request for proposal must then be included in the proposal and all its copies clearly stating the deviation, additions, or other comments.

B. PRE-RESPONSE CONFERENCE AND SITE VISIT

There will be a pre-response conference and site visit for this RFP on February 2, 2012, 11:00 am, at the Race Lane Farm. It is not mandatory, but as significant information may be discussed at the meeting, potential proposers are strongly encouraged to attend. It is unlikely other opportunities for additional site visits will be offered. Directions to the Race Lane Farm may be obtained by calling the Procurement & Risk Management at 508-862-4741, Monday through Friday, 8:00 to 4:00. Additional site visits may be arranged by calling Procurement & Risk Management.

C. QUESTIONS AND CLARIFICATIONS

Questions requiring clarification shall be submitted in writing or faxed to the Chief Procurement Officer or Purchasing Agent prior to February 10, 2012 in order to afford the Town adequate time to respond with a correction or additional information prior to the deadline for submission of proposals. Questions may be submitted earlier and will be responded to as soon as possible. See section VII sub-section C for addresses and phone numbers. Should it be found necessary, a written addendum will be incorporated into the RFP and will become part of the contract. Those who have received a copy of the RFP will be notified of such changes.

D. NOTIFICATION OF AWARD

All proposers will be notified of the selection decision within 45 days of the date proposals are due to the Town unless otherwise notified by the Town. In no case will the award be made beyond 90 days unless the vendor agrees to extend the period of time in which the proposal is valid.

E. LEASE

This Request for Proposal, as well as the selected vendor's proposal, and any addenda to that proposal, will become part of the final lease. The proposed lease the Town will sign is attached as Appendix D.

The Lease shall be subject to **force majeure** considerations and in the event that either party hereto shall be prevented from the performance of any act required thereunder by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party in performing any obligations shall be excused for the period of the non-performance.

Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the contractor, shall be deemed to render performance impossible, and the municipality shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Lease."

F. TERMINATION OF LEASE

Subject to the provisions of the section explaining **Force Majeure**, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Contractor shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the contractor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

G. INSURANCE REQUIREMENTS

General - The Contractor shall before commencing performance of the Lease be responsible for providing and maintaining insurance coverage in force for the life of the Lease of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All policies issued shall indemnify and save harmless the Town of Barnstable, its agents and employees from any and all claims for damages to persons or property as may arise out of the performance of this Lease.

The minimum limits of liability of said insurance shall be \$1,000,000.00, combined single limit, for bodily injury liability, property damage liability and personal injury. Said liability insurance will contain a broad form liability endorsement.

In addition, the lessee will insure the buildings and ground from fire and lightning damage in the aggregate amount of at least eighty (80%) percent of the replacement value.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Lease, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Lessee. No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Barnstable at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, trustee, and the successor in interest of the Contractor.

H. INDEMNIFICATION OF LESSOR

The Town of Barnstable, its elected or duly appointed offices, directors and employees shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whosoever may at any time be using or occupying or visiting the buildings and/or grounds or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Lessee or of Lessee's contractors, licensees, agents, servants, employees, occupants, sub-tenants, visitors, invitees, guests, or users of any portion of the premises, or shall result from or be caused by any accident, injury or damage or any other matter or thing whether of the same kind as or of a different kind than the matters or things set forth above, and Lessee shall indemnify and save harmless Lessor from and against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage during the term hereof in or about the leased premises. Lessee hereby waives all claims against Lessor for damages to the building and improvements that are now on or hereafter placed or built on the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time

during the term of this lease. This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses and liability incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including reasonable attorneys' fees.

I. PERMITS

Any permits required for the operation of the proposed use of the Race Lane Farms properties must be identified in the proposal submitted. Prior to the signing of the lease the awarded contractor must provide copies and evidence that all rules regulation and permits in accordance with the proposed use of the property are in place. These must remain in place for the duration of the lease. Notice prior to the expiration or revocation of any permits must be given in writing to the Purchasing Agent's office to avoid the termination of the lease. Lessee shall also comply with and abide by all federal, state, county, municipal and other governmental laws and regulations and bylaws affecting the premises, the improvements thereon or any activity or condition on or in such premises. This includes any permits required for the maintenance or repair of any of the buildings on the property.

SECTION VI. PROPOSAL EVALUATION

The evaluation process will include each proposal being reviewed by an evaluation committee appointed by the Chief Procurement Officer with the direction of the Purchasing Agent. Those proposals that meet all of the minimum requirements as outlined in this RFP, and are determined to be both responsive (those that offer all of the services requested in the RFP and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to perform under the contract) will be further reviewed using the comparative criteria outlined in this section.

The committee will use the comparative criterion for each separate rating area, and based upon these criteria, will assign an overall rating to each proposal. Each of the Seven criteria may contain ratings of

- Unacceptable
- Acceptable
- Advantageous
- Highly Advantageous

An "Unacceptable" rating in any one of the Seven criteria may eliminate the proposal from further consideration.

The Town reserves the right to award the contract to the responsive and responsible proposal which best meets the Town's needs, taking into account proposal quality and proposal price. If the lowest priced proposal is not selected and has received at minimum a rating of advantageous, the evaluation committee shall explain the reasons for the award in writing to the Chief Procurement Officer, specifying in reasonable detail the basis for determining that the Town should award the contract to a different proposal.

Minimum Evaluation Criteria -- Failure to meet the following minimum evaluation criteria may result in immediate rejection of the proposal.

1. Minimum Requirements: Vendors must meet the minimum requirements as specified in Section III - A.

Comparative Evaluation Criteria

2. Experience in providing the proposed services. (Documentation is required. Information should include phone numbers and contacts)

Unacceptable – No experience.

Not Advantageous – The provision of the specified services for less than three (3) years.

Advantageous - The provision of the specified services for three (3) years or more but less than five (5) years.

Highly Advantageous - The provision of the specified services for five (5) or more years.

3. Nature of the business endeavor suggested in relation to the overall public benefit of Town owned properties.

Unacceptable - no public benefit (This includes no public shows, public access or boarding slots with preference to the Town of Barnstable resident's horses).

Not Advantageous – Minimal public benefit (A proposal that offered one public show, limited public access or limited Barnstable Resident's boarding privileges)

Advantageous - adequate public benefit (A proposal that offered two of the three categories; a public show, general public access and Barnstable Resident's boarding privileges)

Highly Advantageous - substantial public benefit (A proposal that offered all three categories; public shows, general public access and Barnstable Resident's boarding privileges.)

4. Response to OUTLINE OF SERVICES REQUESTED (Section IV):

Unacceptable - Proposal did not adequately explain all aspects of methodology.

Not Advantageous - Proposal is vague; Town is unable to determine if it is consistent with expressed needs or project intent.

Advantageous - Proposal was adequate, appeared consistent with project intent, and responded to needs expressed by the Town in all areas.

Highly Advantageous - Proposal was very thorough, appeared consistent with project intent, and responded to needs expressed by the Town in all areas.

5. Response to Section V PROPOSAL INSTRUCTIONS

Unacceptable - The proposal did not address the areas indicated in Section V

Not Advantageous - Response does not compel reviewer to believe the proposal reflects that provider is able to perform in a manner acceptable to the Town due to areas omitted or not addressed in a thorough manner

Advantageous - Response is informative, meets criteria for responsiveness. Reviewer feels proposal reflects that provider is able to perform in a manner acceptable to the Town but was not overly impressed by proposals expression of ability.

Highly Advantageous - Response is concise, informative, and highly detailed. Proposal reflects that provider is able to perform in a manner acceptable to the Town. Team is completely convinced about the provider's ability to provide and administer the plan as required by the Town.

6. General impression of proposal

Unacceptable - The proposal was not responsive to the written questions in an acceptable manner.

Not Advantageous - Response does not compel reviewer to believe the proposal reflects that provider is able to perform in a manner acceptable to the Town.

Advantageous - Response is informative, meets criteria for responsiveness. Reviewer feels proposal reflects that provider is able to perform in a manner acceptable to the Town but was not overly impressed by proposals expression of ability.

Highly Advantageous - Response is concise, informative, and highly detailed. Proposal reflects that provider is able to perform in a manner acceptable to the Town. Team is completely convinced about the provider's ability to provide and administer the plan as required by the Town.

7. Price Proposals

Unacceptable- Less than minimum bid.

Acceptable- Minimum bid is met.

Advantageous- Up to 10% more than minimum bid.

Highly Advantages- More than 10% of the minimum bid.

SECTION VII. PROPOSAL SUBMISSION REQUIREMENTS

A sealed envelope, containing an original and five (5) copies of the proposal must be received per the time frame outlined in the legal advertisement- (appendix E). It is the sole responsibility of the offerer to insure that the proposal arrives on time and at the designated place.

A. PROPOSAL REQUIREMENTS

Within your Proposal, please supply each of the following items,

- 1) Cover Letter including name of Agency/Firm/Individual, address and telephone number, signed in ink by someone authorized to sign such documents.
- 2) Attach Financial Statement or tax returns for two previous calendar years attested by a CPA, Bank Officer or tax preparer. In respect of confidentiality, this may be submitted (one copy) in a separate envelope. This information will only be used if financial information provided in proposal is not adequate to communicate financial capabilities. If you do not provide financial statements, you must include a letter to that effect and provide some other means to determine the financial status of your company.

B. PRICE PROPOSAL (TO BE INCLUDED IN PROPOSAL)

The pricing portion must include Appendix C, signed and completely filled out. Additional financial plans detailing costs for services can be attached. This will be considered with the technical portion of the proposals and should be included with the proposal submission packet.

C. CONTACT INFORMATION

Clarification and interpretations of this Request for Proposal must be requested in writing. Responses shall be likewise furnished. The last day to submit written requests is as noted in Key Dates. After that day no requests or questions will be accepted. Direct all inquiries regarding the RFP to:

Johanna F. Boucher, Purchasing Agent
Town of Barnstable, Procurement & Risk Management
230 South Street
Hyannis, MA 02601
Phone: (508) 862-4741 Fax: (508) 862-4717
Business Hours: 8:00 a.m. - 4:00 p.m. Monday through Friday
Email: Johanna.boucher@town.barnstable.ma.us

Appendix A
TOWN OF BARNSTABLE

CERTIFICATE OF NON COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

FIRM _____

SIGNATURE _____

ADDRESS _____

NAME (print) _____

TITLE _____

TELEPHONE _____

DATE _____

Appendix B

TOWN OF BARNSTABLE

STATE TAXES CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law.

_____ by: _____
* Signature of individual or Corporate Officer
Corporate Name (Mandatory) (Mandatory, if applicable)

**Social Security # or Federal Identification #

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. 62C s. 49.A.

Price Proposal – Race Lane Farm lease

**TOWN OF BARNSTABLE
Lease Pricing Worksheet**

In meeting the requirements of the Request for Proposal documents dated January 3, 2012,

_____ offers the following proposed pricing for the lease of
(Name of Company or Individual)

Race Lane Farm

Property available for occupancy commencing: 6/1/2012

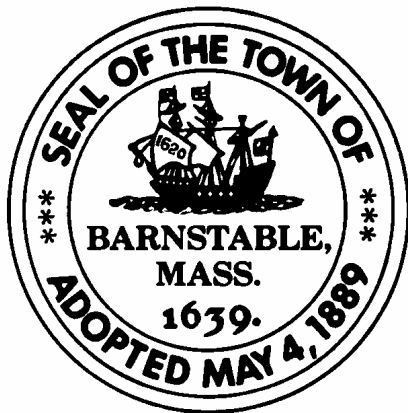
MONTHLY LEASE AMOUNT FOR YEAR 1

\$ _____/month (\$1,400.00 minimum)

Rent shall be increased yearly by the cost of living escalation based on the "Consumer Price Index for All Urban Wage Earners and Clerical Workers, U. S. City Average, as published by the U. S. Department of Labor, Bureau of Labor Statistics, the Expenditure Group entitled, "All Items", 1982-84=100". Procurement & Risk Management will submit a notice of the new payment amount prior to that time.

Name (Print) _____
Address _____ _____
Telephone _____
Facsimile _____
_____ Date _____
Signature of authorized Agent of entity offering proposal
Email Address: _____

Proposed Lease Documents



Lease at Race Lane Farm

Between
the Town of Barnstable Massachusetts, and

Issued _____

AGREEMENT OF LEASE

This AGREEMENT OF LEASE, made and entered into on this day, _____ by and between the **TOWN OF BARNSTABLE**, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, by its **TOWN MANAGER**, with offices at 367 Main Street, New Town Hall, Hyannis, Massachusetts 02601, hereinafter called the **LESSOR**, and

_____, whose mailing address is _____, hereinafter called the **LESSEE**;

WHEREAS, the LESSOR, as owner of property known as the Race Lane Farm located in the Town of Barnstable (Marstons Mills), Massachusetts, is seeking a LESSEE to operate a horse farm and riding ring that can serve general public in a pleasing, efficient manner; and,

WHEREAS, the LESSEE is desirous of leasing a portion of the land, the barn and the riding ring to operate said space as a horse farm for a term of five (5) years with one (1) five (5) year option at the sole discretion of the LESSOR, and the LESSOR is willing to lease said property to said LESSEE;

NOW THEREFORE, the parties agree as follows:

1. PREMISES.

1.1 Description of Leased Premises.

The land, together with the buildings thereon, as more particularly bounded and described as follows:

The premises known as "Race Lane Horse Farm" and "Cape Cod Farm Stables" situated in that Town of Barnstable, Massachusetts, known as "The Plains" and more fully bounded and described as follows:

SOUTHWESTERLY by Race Lane, about eight hundred sixty (860) feet;

SOUTHERLY by the intersection of Race Lane and Osterville-West Barnstable Road, one hundred fifty-five (155) feet;

SOUTHEASTERLY by Osterville-West Barnstable Road, about three hundred thirty-seven (337 K2) feet;

NORTHEASTERLY by land now or formerly of Daniel F. Leach, et ux, four hundred eighty and 99/100 (480.99) feet;

SOUTHEASTERLY by other land now or formerly of Daniel F. Leach, et ux, two hundred eighty-eight and $\frac{38}{100}$ (288.38) feet;

SOUTHERLY by land now or formerly of Daniel F. Leach, et ux, two hundred thirty-three and $\frac{22}{100}$ (233.22) feet;

NORTHEASTERLY by Osterville-West Barnstable Road, two hundred seventy (270) feet;

NORTHERLY by land now or formerly of Fritze, two hundred forty (240) feet; and,

NORTHWESTERLY by land now or formerly of James H. Jenkins, one thousand, one hundred fifteen (1,115) feet.

Containing 13.15 acres, more or less.

1.2: Barnstable County Sheriffs Association. (BCSA)

The Lessee agrees and acknowledges that the premises are shared with Barnstable County Sheriff's Office (BCSA). **BCSA** shall have complete use and control of the property as designated on the attached map as "A" which includes the House, the two freestanding sheds on the southerly side of the riding ring, the immediate grounds around the house as fenced by chain link fence, the use of certain grassy areas designated as the Ropes Course, and access to the Zip line course in the southeastern corner of the property. LESSEE agrees that **BCSA** shall have shared use with the LESSEE to the roads and common drives. The remainder of the property comprises the leased premises.

More specifically, the LESSEE agrees to lease the aforementioned Race Lane Farm with the exception of the areas described above as being leased by the **BCSA** and is further specified below, which are being leased by the **BCSA**:

(a) That area of land below and surrounding the so-called existing "High Ropes Course" which lies on the northern most portion of the property. This area is distinguished by several full sized "telephone poles" arranged on an east/west axis and have various cable appendages hanging from said poles as well as cable support stays. This area is directly north of the "Riding Shed" and on the northern side of the unimproved road/entrance to the property. The lease with **BCSA** and the Town of Barnstable includes reasonable use and access by program personnel and participants to the land surrounding the "High Ropes Course" as well as the "High Ropes Course" itself. The lease with **BCSA** and the Town of Barnstable also includes use of the common parking area for the vehicles of program personnel and participants when the course is in operation.

(b) That area of land below and surrounding the so-called existing "Low Ropes Course" which is located in the northeastern portion of the property located more specifically

directly east of the “Riding Shed.” This area is distinguished by several telephone poles and a wooden plank wall that are no more than twenty (20) feet in height and also have cables and appendages attached to and hanging from the poles. The lease with **BCSA** and the Town of Barnstable includes reasonable use and access by program personnel and participants to the land surrounding the “Low Ropes Course” as well as the “Low Ropes Course” itself. The lease with **BCSA** and the Town of Barnstable also includes use of the common parking area for the vehicles of program personnel and participants when the course is in operation.

(c) Access to that area of land below and surrounding the so-called existing “Zip Line Course” which is located in the southern most part of the property. This area is distinguished by two “telephone poles” connected by a single cable that are situated on an east/west axis on the southern most part of the property. The “Zip Line Course” approximately parallels Race Lane. The lease with **BCSA** and the Town of Barnstable includes reasonable use and access by program personnel and participants to the land surrounding the “Zip Line Course” as well as the “Zip Line Course” itself. The lease with **BCSA** and the Town of Barnstable also includes parking for the vehicles of program personnel and participants when the course is in operation. Access includes all direct pathways leading from the entrance to the Race Lane Farm to the “Zip Line Course.” Access also includes access by means of a motor vehicle along Race Lane and Osterville-West Barnstable Road to drop off and pick up personnel, participants and equipment. Access and use is not exclusive and generally will not exceed five (5) hours a week. Arrangements for use of the area must be made with the LESSEE of the adjacent area. If terms are not reachable between parties, the Town Manager will arbitrate, and his decision is final.

(d) Exclusive access and use of the two small sheds that are located directly south of the “Riding Shed” and are situated between the “Riding Shed” and the gravel parking lot south of the “Riding Shed.” These sheds are used to store ropes and equipment for the “Ropes Courses.” Sheriff’s Office personnel will be the only party to hold keys and combinations to any locks and security devices on these sheds.

(e) Access and use of the residential house located on the property and reasonable parking space appurtenant thereto. Said use is for program space for youth programs and office space for youth program personnel. The basement of said house is for use as classroom and program space and the upstairs for use as office space for the Sheriff’s Office youth program staff. The Sheriff’s Office has full and exclusive use of said residential house.

(f) Exclusive access and use of the area bounded at the time this lease is signed by a chain link fence which begins at the southern side of the residential house and encloses an area immediately south of said residential house. This area will be used for military style marching and formations that take place when the youth programs convene.

(g) Access to and use of the open field that lies directly west of the area bounded by the chain link fence that is described in section F. above, that is bounded on its west by an unimproved pathway and on the south by the wooded paddock fence that exists at the time of the signing of this lease as described in Section H. and generally southwest of the residential house. This area will be used for military style marching and formations that take place when the youth programs convene. Access and use is not exclusive and generally will not exceed five (5) hours a week. Arrangements for use of the area must be made with LESSEE of adjacent area. If terms are not reachable between parties, the Town Manager will arbitrate, and his decision is final.

(h) Access to and use of the Paddock (horse corral) that is located immediately southwest of the area bounded by the chain link fence described in section F., and also immediately south of the area described in section G. above and generally southwest of the residential house. This area will be used for military style marching and formations that take place when the youth programs convene. Access and use is not exclusive and generally will not exceed five (5) hours a week. Arrangements for use of the area must be made with LESSEE of adjacent area. If terms are not reachable between parties, the Town Manager will arbitrate, and his decision is final.

2. TERM.

2.1: The initial term of this lease shall commence on June 1, 2012 and shall terminate on May 31, 2017.

2.2: This lease includes one (1) separate five (5) year option to renew, making the maximum total length of the lease, if the option is exercised, ten (10) years.

2.3: The LESSEE may, with proper written notice, voluntarily terminate this lease without penalty, provided the written notice is received by the LESSOR at least 120 days in advance of the date that the LESSEE plans to terminate the lease.

3. RENT.

3.1: The LESSEE agrees to pay the LESSOR the sum of \$_____ dollars per month for year one (1) of the term of the lease, payable as follows:

\$_____ shall be due on or before the first day of the month commencing June 1, 2012, and each subsequent month thereafter on or before the first day of the month.

Rent shall be increased yearly by the cost of living escalation based on the "Consumer Price Index for All Urban Wage Earners and Clerical Workers, U. S. City Average, as published by the U. S. Department of Labor, Bureau of Labor Statistics, the Expenditure Group entitled, "All Items", 1982-84=100". If the CPI has not increased or indicates a negative change, the rent will remain the same. Procurement & Risk Management will submit a notice of the new payment amount prior to that time.

4. UTILITIES.

4.1: LESSEE agrees to pay the total charges for electricity and hot water incurred monthly at the premises, since occupancy began on the premises. Accounts will be transferred to the LESSEE as soon after June 1, 2012 as possible, but no later than the date of the execution of this lease.

4.2: The LESSEE acknowledges that the leased premises currently contains adequate electrical supply. Should the LESSEE desire any additional electrical line supply, the LESSEE agrees to bear the full cost and expense of the installation of any such additional electrical line supply, subject to the prior written consent and approval of the LESSOR.

4.4: LESSEE agrees to furnish required heat to the leased premises, the hallways, stairways, and lavatories during normal business hours.

4.5: LESSEE agrees that the provision of the above utilities is subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSEE'S control.

5. SECURITY DEPOSIT.

5.1: LESSEE shall tender the LESSOR a security deposit in the amount of five hundred (\$500.00) Dollars upon the execution of this lease, to be paid by a certified check.

5.2: Said security deposit shall be held by LESSOR in a separate interest-bearing account as security for the LESSEE'S performance under this lease. At the LESSOR'S sole option, said security deposit may be used by the LESSOR to fulfill any of LESSEE'S obligations under this lease which LESSEE fails or refuses to fulfill, without prejudicing any other remedies available to LESSOR under this lease or at law.

5.3: Said security deposit shall be refunded to the LESSEE with whatever interest that has accrued at the end of the lease, minus any and all deductions that LESSOR has made under paragraph 5.2 above and further subject to LESSEE'S full compliance with the terms, conditions, provisions and covenants of this lease agreement.

6. USE OF LEASED PREMISES.

6.1: The LESSEE shall use the leased premises only for the purpose of operating a business under the terms and conditions set forth in their proposal submitted in response to the Town's Request for Proposals dated _____. LESSEE shall utilize the premises for the maintenance and operation of a horse stable facility with guaranteed public access and, pursuant to such use, the LESSEE shall provide stabling facilities and related services for horses, riding lessons, and other related equestrian activities.

6.2: No more than 23 horses shall be stabled permanently on the premises at any given time.

6.3: In addition, the LESSEE shall from time-to-time make the premises available for horse shows and other equestrian events, as well as the public events as delineated below.

6.4: At least 72 Hours Prior to the holding of any event, written notice to the Town shall be sent or faxed to Procurement & Risk Management, 230 South Street, Hyannis MA, 02601. A faxed copy will be accepted. The Fax Number for the Purchasing Agent's office is 508-862-4717. The purpose of this notice shall be to comply with insurance requirements by the Town's insurer. Those events that can be documented to be covered under the LESSEE'S insurance, do not require prior approval by or notification to the Town.

6.5: The LESSEE shall allow the LESSOR and its agencies to use the leased premises at reasonable times on a no-cost basis.

6.6: Any other purposes or uses may be undertaken only with written permission of the LESSOR. No trade or occupation shall be conducted on the leased premises which shall be unlawful, improper, noisy, offensive or contrary to any law or regulation.

6.7: The LESSEE shall have the discretion to deny the use of the premises for horse shows or events when in the opinion of the LESSEE the person or persons responsible for the sponsorship or organization of such horse shows or events are likely to jeopardize the safety of the public or security of the leased premises. Furthermore, the LESSEE shall be entitled to exclude from the leased premises such person or persons who, in the opinion of the LESSEE, are engaging in conduct, or likely to engage in conduct, which is unsafe, unreasonable, annoying, offensive, improper, or otherwise inconsistent with universally accepted standards of equestrianism.

6.8: The LESSEE shall be entitled to establish such rules and regulations which, in the opinion of the LESSEE, are reasonably designed to ensure the safety of the public and the security of the leased premises.

6.9: The leased premises shall be used and conducted in a dignified manner. LESSEE shall be responsible for the conduct of its employees while on the leased

premises. LESSEE will not permit any disorderly conduct within the leased area. Any entertainment furnished by the LESSEE or by any person or persons permitted to use the leased premises shall be in good taste and acceptable to the standards of a publicly-owned building.

6.10: No alcoholic beverages shall be sold or consumed on the leased premises. Notwithstanding anything in the previous sentence to the contrary, LESSEE shall be required to apply to the licensing entity of the Town of Barnstable for a one day license should it desire to host an event any where on the leased premises where alcohol is served and fees are charged or donations accepted.

6.11: In no way shall any portion of the barn or riding ring be used as living quarters for humans. This lease specifically does not include living quarters and any violation of the lease in practice or in spirit may result in the cancellation of the lease. The only exception is if an animal is sick or injured. Understanding that on certain rare occasions injured or sick animals may require around the clock care, the LESSEE is permitted to provide that care as needed.

7. OPERATIONS AND CONSUMABLES.

LESSEE shall be solely responsible for any and all costs relating to the operation of the leased premises.

7.1: TELEPHONE. LESSEE to provide telephone service at their own expense for services and equipment. LESSEE will provide phone number to the Town as soon after the signing of this lease as practicable.

7.2: MANURE REMOVAL. LESSEE is responsible for the legal removal and disposal of manure from the leased premises at least once each week.

7.3: SMOKING. Smoking shall be expressly prohibited on the leased premises.

8. COMPLIANCE WITH LAWS.

8.1: The LESSEE agrees to conduct its operation hereunder in strict compliance with all laws, bylaws, ordinances, rules and regulations of all federal, state, regional and local authorities as from time-to-time are applicable and the LESSEE will procure and pay for all licenses, certificates and permits necessary for the conduct of its operations or construction hereunder and shall pay all charges assessed under federal, state, regional and local statutes, bylaws, ordinances, rules and regulations insofar as they are applicable.

8.2: Failure of LESSEE to procure and maintain all necessary licenses and permits to operate a horse farm providing boarding of horses and/or riding lessons shall render this lease void.

8.3: The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any state, federal, regional law or any municipal bylaw or ordinance in force in the town in which the premises are situated.

8.4: The LESSEE shall require the following of any person using the premises for the purposes outlined in Section 6:

a) All persons shall wear a hard hat while participating in riding events if such is required by the insurance carrier; and,

b) All persons shall sign a waiver form. Said forms shall be kept by LESSEE and LESSEE shall allow the Town to inspect such forms from time to time during normal business hours.

9. HOURS AND DAYS OF OPERATION,

9.1: The established hours of operation during which time public access shall be Tuesday through Saturday 10:00 a.m. to 4:00 p.m. Any decrease in hours which the public shall have access to the leased premises shall receive the prior written approval of the Town Manager. The LESSEE shall post the regular hours of operation in conspicuous places in the barn and riding ring.

9.2: After hours, the LESSEE shall have the right to be on the premises as the nature of boarding the horses may require the LESSEE to be on site. It is the discretion of the LESSEE to allow owners to be with their horses in the event that such a situation is the result of an emergency or if the animal is ill or injured. In such cases, the LESSEE takes responsibility for the visitor and must be on the premises with the visitor.

9.3: It is understood by and between the parties that the operation of the leased premises may be affected by weather conditions and that, the LESSEE'S hours of operation on any given day may be less than, or greater than, that which is set forth above; subject to any restrictions as may be placed upon the LESSEE by local licensing authorities, which restrictions may, under no circumstances, be waived or altered by the parties hereto.

10. EQUIPMENT, FURNISHINGS AND FIXTURES.

10.1: Should the LESSEE determine that, in the conduct of its business under this lease, it shall need, require or desire to add new to replace worn out equipment

within the barn or riding ring, or any other portion of the leased premises, the LESSEE shall be given the permission of the LESSOR to make such repairs provided they are deemed to be replacements of existing equipment or the enhancement of existing stalls, rooms, storage areas, or fences.

10.2: LESSEE shall make no improvements or alterations to the leased premises without the prior written approval of the LESSOR. If such prior written approval is not obtained, or if obtained and is not complied with, LESSOR can enter the leased premises, remove the improvements or alterations, and bill the LESSEE for all costs incurred in doing so. Any amount due LESSOR, pursuant to this Section, shall constitute additional rent.

During the term of this lease, the LESSEE shall be permitted to make the following improvements or alterations to the leased premises:

(a) LESSEE shall make no improvements or alterations to the leased premises without the prior written approval of the LESSOR. If such prior written approval is not obtained, or if obtained and is not complied with, LESSOR can enter the leased premises, remove the improvements or alterations, and bill the LESSEE for all costs incurred in doing so. Any amount due LESSOR, pursuant to this Section, shall constitute additional rent.

(b) Improvements to the barn including any and all flooring on both levels, to the barn exterior, replacing and/or repairing the barn doors as well as renovating the restrooms to make them handicapped accessible.

(c) Construction of a Storage Shed. Prior to the commencement of any construction, LESSEE shall obtain the written approval of plans and specifications for said storage shed from the LESSOR.

(d) Improvements to the arena, including, but not limited to, repairing the sills, removing the base and replacing a proper footing for indoor riding, and repairing the roof leaks and windows.

(e) Improving all interior fencing with pressure treated posts and nails, including staining of such fencing. This includes the installation of an electrified fencing system as accepted in the equestrian industry, provided it poses not threat to any potential public visitors.

(f) Improvements to and grooming of the jumps. In the event that jumps are deemed to be beyond repair, they may be dismantled.

(g) Construction of roads and parking areas. Prior to the commencement of any construction, the LESSEE shall obtain the prior written approval of the LESSOR of the plans for said construction. Any such alterations or

improvements made by the LESSEE shall become the property of the LESSOR at the termination of the lease

Nothing in this Section shall be construed to relieve the LESSEE of its repair and maintenance responsibilities as specifically mentioned in this lease agreement. The cost shall be borne solely by the LESSEE.

10.2: In the event that any such equipment is damaged or destroyed, regardless of the cause therefore, it shall be the responsibility of the LESSEE to repair (and maintain) or replace such equipment. Any such equipment which the LESSEE replaces shall, if fixed likewise, become the property of the LESSOR upon its installation into or onto the demised premises.

10.3: All equipment in the barn, riding ring and related area shall remain the property of the LESSOR including any equipment purchased by the LESSEE.

11. REPAIRS AND MAINTENANCE

11.1: The LESSEE has inspected the leased premises, acknowledges that the premises are now in good order, and accepts them in the condition that they are now in.

11.2: The LESSEE shall, throughout the term of this lease, at its own cost and without any expense to the LESSOR, keep and maintain the leased premises, in a good, sanitary and neat order, condition and repair, free of debris and any and all other foreign matters; and further, the LESSEE agrees that said area shall be cleared of any such foreign matters of debris immediately as such are, or may be, caused to exist and shall make any and all repairs necessary to keep said premises in a good and satisfactory condition.

11.3: The LESSEE shall not permit the leased premises to be damaged, stripped or defaced, nor suffer any waste.

11.4: The LESSEE shall not overload the electrical wiring serving the leased premises or within the leased premises and will install, at its own expense, but only after receiving the written approval of the LESSOR, any additional electrical wiring which may be required in connection with LESSEE'S business.

11.5: The LESSEE agrees to keep the grounds of the leased premises in good condition. This includes the grass, fences, jumps bushes, and grazing areas. This also includes the area outside the fences on the southern and eastern side of the property up to the edge of the road.

11.6: The LESSEE shall save the LESSOR harmless within the leased premises from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not

removing snow or ice from the roof of the building or from the roads upon the premises so leased, or by any nuisance made or suffered on the leased premises.

11.7: The LESSEE shall be responsible for repairing or obtaining repairs on any equipment located on the leased premises.

11.8: It shall be the responsibility of the LESSEE for the repair and maintenance of all electrical and plumbing work that pertains to the function of the barn and riding ring.

11.9: The LESSEE shall be responsible for pumping the septic system on a regular basis or as needed. The Septic system will be pumped and inspected prior to the lease signing or as soon after the lease is signed as is practical considering weather and financial restrictions. Prior to the close of the lease, the LESSEE will show proof that the septic system was pumped within the final three months of the lease.

11.10: Upon the written request of the LESSEE or upon the failure of the LESSEE to perform necessary repairs and maintenance, and at the sole discretion of the LESSOR, LESSOR may undertake repair or maintenance of the leased premises. In the event that LESSOR, at its sole discretion, elects to undertake any such repair or maintenance, LESSEE shall bear the full cost for said repair or maintenance, including, but not limited to, the cost for labor and materials. Failure of the LESSEE to pay for the full cost of said repair and maintenance within ten (10) days of being billed for same, shall constitute grounds for the termination of this lease agreement.

12. ALTERATIONS

12.1: The LESSEE shall not make any structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing.

12.2: All such allowed non-structural alterations shall be at LESSEE'S expense and shall be of such quality at least equal to the present construction.

12.3: Any alterations or improvements made by the LESSEE shall become the permanent property of the LESSOR at the termination of occupancy as provided herein.

12.4: No signs shall be installed by LESSEE without the prior written consent of the LESSOR as to the size, type, design and location of said sign. If LESSEE either proceeds without the prior written consent of the LESSOR or installs a sign that does not conform with the specifications approved by the LESSOR, the LESSOR may enter the leased premises to remove any such unauthorized sign and to restore the premises to their former condition. The LESSOR shall bill the LESSEE for any and all costs incurred in so removing any such unauthorized sign.

12.5: The LESSEE shall not permit any mechanics, liens or similar liens, to remain upon the leased premises for labor and material furnished to the LESSEE or claimed to have been furnished to the LESSEE in connection with work of any character performed or claimed to have been performed at the direction of the LESSEE and shall cause any such lien to be released of record forthwith without cost to the LESSOR.

13. LIGHTING

13.1: The LESSEE shall, at its sole expense, repair or replace as may be required, all electrical or incandescent light bulbs or fluorescent tubes or other lighting devices located within the leased premises.

14. REFUSE DISPOSAL

14.1: The LESSEE shall be responsible for all disposal and removal of trash related to the premises. Such responsibility shall include trash disposal and removal from the leased premises, including the barn, the riding ring, and the grounds covered in this lease agreement. Initial trash disposal shall occur in receptacles provided by the LESSEE. The presence of a dumpster on the grounds is considered to be acceptable as long as it is not located in such a way as to restrict traffic, encourage rodents or pests, or interfere with the Sheriff's operations on the grounds.

14.2: The LESSEE shall deposit said trash on a regular basis so that no refuse will be allowed to accumulate as to constitute a fire or health hazard within the leased premises or to create an unsightly appearance on the leased premises.

14.3: LESSEE agrees to pay completely for trash removal. LESSEE'S failure to timely pay for such services shall be deemed a material breach of the lease agreement.

14.4: Receptacle construction and placement must pose no danger to the public, and shall comply with all building and fire codes. Receptacles shall be topple proof at full load. Prior to the installation of any such receptacles, LESSEE shall obtain prior written approval for the proposed design and location of said receptacles.

15. GLASS

15.1: The LESSEE shall be solely responsible for all glass in or within the premises and for all of the LESSEE'S property located in or upon the leased premises.

15.2: The LESSEE shall be responsible for the repair and replacement of any broken or cracked windows, caused by any act or omission of the LESSEE, its agents, servants or employees, within or on the demised premises, all at its own cost. The LESSEE shall also be responsible for assuring that all such windows are cleaned, both the interior and exterior side, on a regular basis.

16. LESSOR'S ACCESS

16.1: The LESSOR or agents of the LESSOR may, at all reasonable times, enter upon the leased premises for the purpose of access to common areas in and around the leased premises.

16.2: The LESSOR or agents of the LESSOR may, at all reasonable times, enter to view and inspect the leased premises and make repairs and alterations as the LESSOR should elect to do and may show the leased premises to others.

17. RECORDS AND REPORTS

17.1: The LESSOR retains the rights to inquire as to the financial stability of the LESSEE. On an annual basis or more often as either party deems necessary, a meeting shall occur at Town Hall to discuss the operations.

18. INDEMNIFICATION OF LESSOR

18.1: The LESSOR shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by the LESSEE or by any person whosoever may at any time be using or occupying or visiting the demised premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of the LESSEE or of the LESSEE'S contractors, licensees, agents, servants, employees, occupants, sub-tenants, visitors, invitees, guests, or users of any portion of the premises, or shall result from or be caused by any accident, injury or damage or any other matter or thing whether of the same kind as or of a different kind than the matters or things set forth above, and the LESSEE shall indemnify and save harmless the LESSOR from and against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage during the term hereof in or about the leased premises.

18.2: The LESSOR shall not be liable to the LESSEE or to any other person for any injury, loss or damage to any person or property on or about the demised premises or the buildings of which the demised premises are a part or the approaches, roads, fields or appurtenances thereto;

18.3: The LESSEE shall save the LESSOR, as owner of the demised premises, harmless and indemnified from and against all loss or damage occasioned by the use or misuse of water or any plumbing, heating or cleaning apparatus, gas or electric fixtures, leaking or bursting pipes or otherwise occasioned by any nuisance made or suffered by or from the demised premises.

18.4: This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses and liability incurred in or in connection with any

such claim or proceeding brought thereon, and the defense thereof, including reasonable attorneys' fees.

18.5: The LESSEE shall pay to the LESSOR, on demand, for any damage caused to any portion of the leased premises, or to any portion of the entire areas known as Race Lane Farm, incurred as a result of the LESSEE'S operation, and or occupancy, of the demised premises.

19. INSURANCE.

19.1: The LESSEE shall carry and maintain during the duration of the contract, insurance as specified below and in such form as shall protect him and any subcontractor performing work covered by this contract, or the LESSOR, from all claims and liability for damages for bodily injury, including accidental death and for property damage, which may arise from operations under this contract. Except as otherwise stated, the amount of such insurance shall be for each policy not *less* than:

19.2: The LESSEE agrees to maintain in full force and effect a policy of liability insurance, at its own expense, written by an insurance company reasonably acceptable to LESSOR under which LESSOR is named as an additional named insured. The minimum limits of liability of said insurance shall be \$1,000,000.00, combined single limit, for bodily injury liability, property damage liability and personal injury. Said liability insurance will contain a broad form liability endorsement. Said liability insurance will contain provisions for a thirty (30) day notice of cancellation to the Town of Barnstable. LESSEE shall furnish to LESSOR certificates of insurance for LESSOR'S approval to the Town Counsel prior to signing this Lease.

19.3: The LESSEE will carry a Care Custody and Control policy of not less than \$1,000,000 liability.

19.4: The LESSEE will carry a Horse Commercial General Liability policy of not less than \$1,000,000.

19.5: For liability for bodily injury including accidental death, \$1,000,000.00 for any one person and, subject to the same limit for each person, \$2,000,000.00 on account of one accident.

19.6: For liability for property damage, \$1,000,000.00 on account of any one accident and \$2,000,000.00 on account of all accidents.

19.7: The LESSEE shall maintain a public liability insurance policy on the premises with coverage limits of not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence and the LESSOR named insured on said policy.

19.8: The LESSEE shall maintain a fire damage/lightening liability policy on the structures at the premises with coverage limits of not less than \$100,000 per occurrence with the LESSOR named insured on said policy.

19.9: All policies shall be so written so that LESSOR is listed as an additional insured and so that the LESSOR will be notified of cancellation or restrictive amendment.

19.10: The LESSEE agrees, as a condition of this lease, to provide to the LESSOR a certified copy of said insurance policy, showing the LESSOR as a named insured, at the time of the execution hereof, and further the LESSEE agrees to provide verification of the continued existence of said policy at any time as such may be requested by the LESSOR. All such insurance certificates shall provide that such policies shall not be cancelled without at least thirty (30) days prior written notice to each insured named therein.

20. ASSIGNMENT-SUBLEASING

20.1: The LESSEE shall not assign or sublet the whole or any part of the leased premises. Nothing in the preceding sentence shall be construed as preventing LESSEE from boarding animals in the stalls on the barn, in accordance the provisions contained in the herein lease.

20.2: Any attempted assignment by LESSEE shall be void and shall, at the option of the LESSOR, terminate this lease.

20.3: Neither this lease nor the leasehold estate of LESSEE nor any interest of LESSEE hereunder in the leased premises or any buildings or improvement thereon shall be subject to involuntary assignment, transfer or sale or to assignment, transfer or sale by operation of law in any manner whatsoever, and any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of the LESSOR, terminate this lease.

21. FIRE, CASUALTY

21.1: Should a substantial portion of the leased premises or of the property of which they are a part, be substantially damaged by fire or other casualty, the LESSOR may elect to terminate this lease.

21.2: When such fire or casualty renders the leased premises substantially unsuitable for their intended use, the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore the leased premises; or,

- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire or casualty.

21.3: The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises, except for damage to the LESSEE'S fixtures, property or equipment.

22. BANKRUPTCY

22.1: If a petition shall be filed by or against the LESSEE under the Federal Bankruptcy Act or acts amendatory thereof or supplemental thereto, or if any assignment shall be made of the LESSEE'S property for the benefit or creditors, or if a receiver, guardian, conservator or other similar officer shall be appointed to take charge of all, or any portion of the LESSEE'S property by a court of competent jurisdiction, then, in any such case, the LESSOR lawfully may, immediately, or at any time thereafter, without the need of demand or notice, enter into and upon the demised premises or any part thereof in the name of the whole, repossess the same and expel the LESSEE and remove LESSEE'S goods, equipment and effects without being guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of monthly payments or preceding breach of covenant, and upon such entry this lease shall be deemed terminated.

23. DEFAULT BY LESSEE

23.1: In the event that the LESSEE shall default in the payment of any installment of rent or other sums herein provided for, and said default shall continue for ten (10) days, or if the LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements or obligations hereunder, and such default shall continue for thirty (30) days, or if the LESSEE shall be declared bankrupt or insolvent according to the law, or shall enter an assignment for the benefit of creditors, then the LESSOR shall have the right thereafter to enter and take complete possession of the leased premises pursuant to any process required by law and to terminate this lease and/or remove the property of the LESSEE, without prejudicing any other remedies available under this lease or at law, for arrears of rent or other damages.

23.2: The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term of this lease or any extension thereof.

23.3: If the LESSEE shall default in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any

expenditures or incurs any obligations for the payment of money in connection therewith, including, but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceedings, such sums paid or obligations incurred, with interest at the rate of twelve (12) percent per annum and costs, shall be paid to the LESSOR by the LESSEE forthwith as additional rent.

23.4: Failure on the part of the LESSOR to complain of any action or nonaction on the part of the LESSEE, no matter how long the same may continue, shall never be deemed to be a waiver by the LESSOR of any of its rights hereunder.

23.5: No waiver at any time of any of the provisions hereof by the LESSOR shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of the LESSOR to or of any action by the LESSEE requiring the LESSOR'S consent or approval shall not be deemed to waive or render unnecessary the LESSOR'S consent or approval to or of any subsequent similar act by the LESSEE.

23.6: No payment by the LESSEE or acceptance by LESSOR of a lesser amount than shall be due from LESSEE to LESSOR shall be treated otherwise than as a payment on account. The acceptance by the LESSOR of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and the LESSOR may accept such check without prejudice to any other rights or remedies which LESSOR may have against the LESSEE.

24. YIELDING UP THE PREMISES

24.1: Upon the expiration of this lease, the LESSEE shall yield up and deliver to the LESSOR the leased premises and all alterations and additions, clean, neat and in good condition and deliver to the LESSOR all keys, locks thereto, and other fixtures connected therewith.

24.2: The LESSEE shall, at the expiration or other termination of the lease, remove all the LESSEE'S goods and effects from the leased premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises).

24.3: In the event of the LESSEE'S failure to remove any of the LESSEE'S property from the premises, the LESSOR is hereby authorized, without liability to the LESSEE, for loss or damage thereto, and at the sole risk of the LESSEE, to remove and store any of the property at the LESSEE'S expense or to retain same under LESSOR'S control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to dispose of such property.

25. NON-DISCRIMINATION

25.1: The LESSEE covenants and agrees that it will not exercise or permit its officers, agent or employees to exercise any discrimination against any person because of race, sex, national origin, age, marital status, sexual orientation, disability or religion in the course of its use of the premises or its operations at the leased premises.

26. NOTICES

26.1: Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served if left at the leased premises addressed to the LESSEE or, if mailed to the leased premises by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at Barnstable Town Hall, Property Management Division, 230 South Street, Hyannis, MA 02601 or to such other address as either party may specify to the other by notice given as provided herein.

27. SEVERABILITY

27.1: If any provisions of this lease shall to any extent be held invalid or unenforceable, the remainder of this lease shall not be deemed affected thereby.

28. CONSTRUCTION OF LEASE

28.1: This lease shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

29. MODIFICATION OF LEASE

29.1: This instrument contains the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements, and it may not be modified except in writing and signed by all parties. This instrument includes copies of the RFP documents issued by the Town of Barnstable and the Proposal by the LESSEE in response to the RFP issuance.

30. FORCE MAJEURE

30.1: The Lease shall be subject to force majeure considerations and in the event that either party hereto shall be prevented from the performance of any act required thereunder by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party in performing any obligations shall be excused for the period of the non-performance.

Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the contractor, shall be deemed to render performance impossible, and the municipality shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Lease."

31. TERMINATION OF LEASE

31.1: Subject to the provisions of the section explaining **Force Majeure**, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Contractor shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the contractor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

32. MISCELLANEOUS OBLIGATIONS OF LESSEE

32.1: If the LESSEE'S operations hereunder cause or in any way bring about an increase in the LESSOR'S insurance premiums covering the premises, the LESSEE shall pay the resultant increase. Any amounts due the LESSOR under this paragraph shall constitute additional rent and shall be payable within thirty (30) days of notice to the LESSEE.

32.2: The LESSEE shall not, during the term of this lease, hire or employ on either a full-time or part-time basis, any employees of the LESSOR regardless of whether such employee of the LESSOR be full-time or part-time employees.

32.3: The LESSEE shall not, without the LESSOR'S prior written approval, refer to the LESSOR in any advertising, letterheads, bills, invoices or other printed matter.

32.4: The LESSEE shall be required during the term of this lease to take such reasonable security precautions with respect to its operations at the leased premises as LESSOR, in its discretion, might from time to-time require.

Executed as a sealed instrument this ___th day of _____, _____.

TOWN OF BARNSTABLE, LESSOR,

By its TOWN MANAGER,

Thomas K. Lynch, Acting Town Manager

LESSEE

APPROVED AS TO FORM:

Ruth J. Weil, Town Attorney
Town of Barnstable

Appendix E

LEGAL ADVERTISEMENT FOR RFP

**TOWN OF BARNSTABLE
REQUEST FOR PROPOSALS
LEASE OF RACE LANE FARM**

The Purchasing Agent for the Town of Barnstable is soliciting proposals on behalf of the Town Manager's Office for the Lease of Certain Properties at Race Lane Farm Related to The Horse Stables, Grazing land, and Barns. The lease being offered is for five (5) years with one (1) five year option to be exercised at the Town's discretion. The Town desires to entertain proposals for the operation of activities at the horse ranch that benefits the residents of the Town of Barnstable.

There will be a site and building visit for all potential responders. Questions regarding the proposal documents or the nature of the lease will be addressed at that time. While the meeting is not mandatory, it is strongly suggested that any interested parties attend. The meeting is currently scheduled on February 2, 2012, 11 am. on the grounds of the Race Lane properties. Directions can be obtained by calling Procurement & Risk Management at 508-862-4741.

This solicitation is being made under the provisions of Chapter 30B M.G.L. Proposals are due no later than 2/17/12 2:00 p.m. in the Purchasing Agent's Office, Procurement & Risk Management, 230 South Street, Hyannis, MA 02601. The contract will be awarded within approximately 30 days. Specifications and required forms are available on the Town of Barnstable website, Bid & RFP System at www.town.barnstable.ma.us. Proposals will be opened and read at Procurement & Risk Management 2:00 p.m. on the date due by the Purchasing Agent.

All proposals must be received in a sealed envelope properly marked prior to the proposal opening. The Town of Barnstable reserves the right to reject any or all proposals when it deems it to be in the best interest of the Town.

Disclosure of Beneficial Interests in Real Property Transaction

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Divisions of Capitol Planning and Operations, as required by M.G.L. c. 7, sec 40 J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: _____
(Name of jurisdiction)

2. Complete legal description of the property:

3. Type of transaction: Sale Lease or rental for _____ (term):

4. Lessor(s): _____

Lessee(s): _____

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. *Note: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not to be disclosed.*

Name

Address

(Continued on next page)

5. Continued

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or position
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____

Printed Name: _____

Title: _____

Date: _____