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CITY OF DANBURY
OFFICE OF THE CORPORATION COUNSEL
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

(203) 797-4518
(203) 796-8043 FAX

PLEASE REPLY TO:

March 30, 2005

Hon. Mayor Mark D. Boughton
Hon. Members of the Common Council
155 Deer Hill Avenue
Danbury, CT 06810

Re: Candlewood Concession Stand Lease
Debo Food Service

Dear Mayor and Council:

Last month you authorized the early termination of the five (5) year lease for the concession stand at Candlewood, formerly operated by Mr. Tim Sibbitt. The Purchasing Department has received proposals, and the Board of Awards has selected a replacement firm to operate this service for a new five-year term commencing the summer (May) of 2005 and terminating the summer (September) of 2009. The firm proposed is Debo Food Service, operated by Mr. Michael DiBenedetto. Mr. DiBenedetto has run several other and similar food operations in Connecticut, and is proposing to operate out of Candlewood in accordance with the terms and provisions of the attached lease agreement.

Debo has been vetted by the Purchasing Department and Recreation Department Director Craig Renda and appears to be fully qualified for this operation. Therefore, and subject to Planning Commission approval, health permit approval and submission of appropriate insurance, kindly consider ratification of the Board of Awards' selection and approval of the lease.

Please do not hesitate to contact us with any questions.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

Attachment

cc: Dena Diorio, Director of Finance and Personnel
Chick Volpe, Purchasing Agent
Craig Renda, Director Recreation Department
Mr. DiBenedetto

Llp/llpdebo

This Indenture,

Made by and between the **CITY OF DANBURY**, a municipal corporation organized and existing under and by virtue of the laws of the State of Connecticut, **Lessor**,

and **DEBO FOOD SERVICE**, of 11 London Terrace, Stratford, Connecticut, **Lessee**,

WITNESSETH:

That the Lessor has leased, and does hereby lease to the said Lessee the **BEACH CONCESSION STAND** located at the Danbury Candlewood Park for the term of Five (5) years during the summer months, from the 1st day of May 2005 through September 30, 2009, for the term rent payable as follows:

\$700.00 on June 15, 2005
\$700.00 on July 15, 2005
\$700.00 on August 15, 2005

\$700.00 on June 15, 2006
\$700.00 on July 15, 2006
\$700.00 on August 15, 2006

\$750.00 on June 15, 2007
\$750.00 on July 15, 2007
\$750.00 on August 15, 2007

\$900.00 on June 15, 2008
\$900.00 on July 15, 2008
\$900.00 on August 15, 2008

\$925.00 on June 15, 2009
\$925.00 on July 15, 2009
\$925.00 on August 15, 2009

And the said Lessor covenants with the said Lessee that it has good right to lease said premises in manner aforesaid, and the Lessor will suffer and permit said Lessee (he keeping all the covenants on his part, as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from Lessor or any person claiming by, from or under Lessor.

And the said Lessee covenants with the said Lessor to hire said premises and to pay the rent therefore as aforesaid, that Lessee will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that Lessee will not assign this lease nor underlet a part or the whole of said leased premises, nor make alterations therein, nor use the same for any purpose but that hereinbefore authorized, without written permission from said Lessor but will deliver up the same at the expiration or sooner determination of this tenancy in as good condition as they are now in, ordinary wear, fire and other unavoidable casualties excepted.

Provided, however, and it is further agreed that if said rent shall remain unpaid ten (10) days after the same shall become payable as aforesaid, or if the said Lessee shall assign this Lease, or underlet or otherwise dispose of the whole or any part of said demised premises, or use the same for any purpose but that hereinbefore authorized or make any alteration thereon without the consent of the Lessor in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, then this Lease shall thereupon, by virtue of this express stipulation thereon expire and terminate, and the Lessor may, at any time thereafter, re-enter said premises, and the same have and possess as of Lessor's former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and nor re-entry for condition broken, as at common law, shall be necessary to enable the Lessor to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry is hereby expressly waived by the said Lessee.

And it is further agreed between the parties hereto, that whenever this Lease shall terminate either by lapse of time or by virtue of any of the express stipulations therein, the said Lessee hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process.

And it is further agreed that in case the said Lessee shall, with the written consent of the said Lessor endorsed hereon, or on the duplicate hereof, at any time hold over the said premises, beyond the period above specified as the termination of this Lease, then the said Lessee shall hold said premises upon the same terms, and under the same stipulation and agreements as are in this Instrument contained, and no holding over by said Lessee shall operate to renew this Lease without such written consent of said Lessor.

And it is further agreed between the parties hereto, that the Lessee shall comply with, and conform to all the Laws of the State of Connecticut, and the by-laws, rules and regulations of the City and Town within which the premises hereby leased are situated, relating to Health, Nuisance, Fire, Highways and Sidewalks, so far as the premises hereby leased are, or may be concerned; and to save the Lessor harmless from all fines, penalties and costs for violation of or non compliance with the same, and that said premises shall be at all times open to the inspection of said Lessor and its agents, to applicants for purchase or lease, and for necessary repairs.

And it is further agreed that the said Lessee shall pay all utilities, including but not limited to water rates, or rent, for all water used and consumed on said leased premises during the term aforesaid, in addition to the rent hereinbefore provided for.

And it is further agreed between the parties to these presents, that in case the building or buildings erected on the premises hereby leased shall be partially damaged by fire or otherwise, the same shall be repaired as speedily as possible at the expense of the said Lessor; that in case the damage shall be so extensive as to render the building or demised premises untenable, the rent shall cease until such time as the building shall be put in complete repair; but in the case of the total destruction of the premises, by fire or otherwise, the rent shall be paid up to the time of such destruction and then and from thenceforth, this Lease shall cease and come to an end.

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Lessee shall have no claim against Lessor for the value of any un-expired term of said lease.

And Lessee further covenants and agrees that no accumulation of boxes, barrels, packages, waste paper, or other articles shall be permitted in or upon the premises.

And the Lessee covenants that in the event the Lessor is required to employ an attorney in order to enforce a provision of this lease, the Lessee shall pay a reasonable attorney's fee.

Insurance: LESSEE agrees to carry and maintain for the benefit of the City of Danbury, throughout the term of this lease, general public liability insurance against claims for bodily injury or death occurring upon or in the demised premises and property damage and products liability to afford protection to the limit of One Million Dollars (\$1,000,000.00) per occurrence. The LESSEE agrees to deliver Certificates of Insurance naming the City of Danbury as additional insured and detailing said coverage upon execution of this lease.

In Witness whereof, the parties hereto have hereunto set their hands and seals and to a duplicate of the same tenor and date this _____ day of _____ 2005.

*Signed, Sealed and Delivered
in the presence of:*

CITY OF DANBURY, LESSOR

By: Mark D. Boughton, Mayor
Duly Authorized

DEBO FOOD SERVICE, LESSEE

By: Michael diBenedetto, Owner

