

**LEASE AGREEMENT
FOR THE SIMSBURY FARMS RESTAURANT
BETWEEN
TOWN OF SIMSBURY, CONNECTICUT
AND**

THIS LEASE AGREEMENT, is made and entered into this ___ day of _____ by and between the Town of Simsbury, 933 Hopmeadow Street, Simsbury, Connecticut, 06070, a Municipal Corporation organized and existing under the laws of the State of Connecticut, hereinafter referred to as the “Town” and, _____ hereinafter referred to as the “Lessee”.

WITNESSETH

WHEREAS, the Town desires to provide a food and beverage concession at the restaurant facility located at the Simsbury Farms Golf Course for the accommodation of the public, and the Lessee has represented that he is a professional, specializing in restaurant operations, who desires to operate such facility (hereinafter referred to as the “Restaurant”);

NOW, THEREFORE, in reliance on this representation, and in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. **DEMISED PREMISES**
 - (a) Real Property and Improvements. The Restaurant facility at the Simsbury Farms Golf Course located at 100 Old Farms Road, Simsbury, Connecticut, excepting therefrom the area known as the pro-shop, more particularly described in Exhibit A, hereinafter referred to as the “Demised Premises” as set forth in Exhibit A. The lessee will operate a food and beverage cart to be located on the Golf Course. The cart will be provided by the Town. The location of this Cart is not shown on the demised premises. The banquet tent located adjacent to the patio will also be included in the demised premises though not shown on the exhibit.
 - (b) Personal Property. It is understood and agreed that the personal property and/or fixtures as listed in Exhibit B, which may be changed from time to time by the Town, constitute a part of the Demised Premises covered by this Lease.
 - (c) Exclusive Right to Operate the Restaurant. Except as provided herein, during the term of this Lease, the Lessee shall have the exclusive right to operate the Restaurant and other food and beverage concessions and uses incident thereto at the Demised Premises.

No use of the Demised Premises by any entity other than the Lessee shall be authorized or permitted by the Town except for charitable/non-profit organizations which may, by permission of the Director of Culture, Parks and Recreation in his sole discretion after notice to the Lessee, be allowed to set up a concession area to sell goods. It is understood that no food items will be sold in these temporary concession areas. It is understood and agreed that the profit from said concession shall go directly to the charitable/non-profit organization.

2. TERM

The Town hereby grants to the lessee all rights and privileges hereinafter contained for a period commencing on March 1, 2017 through the conclusion of the 2018 golf season which is anticipated to be December 1, 2018. The Town may, in its sole discretion, renew this Lease for an additional two (2) year term ending at the conclusion of the 2018 golf season, anticipated to be December 1, 2018, at terms and conditions to be agreed upon by the Town and the Lessee. It is agreed that the decision concerning the additional term will be made by November 1, 2018.

3. SCOPE OF SERVICES

The Lessee shall offer items for sale and consumption by the public on the Demised Premises as approved by the Town and will manage and operate the Restaurant and keep said facility open during the minimum hours agreed to by the Town and the Lessee. It is agreed that the restaurant will be open for the months coterminous with the golf season. The menu is subject to the approval of the Director of Culture, Parks and Recreation and shall include fine dinner fare and lunch selections, to include sandwiches and soups. Appropriate breakfast selections are also to be provided. The hours of operation may be increased or reduced at the discretion of the Director of Culture, Parks and Recreation. Any such changes must be authorized in writing.

- (a) Lessee shall provide during the term of this Lease at the Restaurant food and beverages to be available at all hours during which the golf course is open (exact day to be set by the Town annually), those hours being no less than from ½ hour before the first tee time to one-half hour past sunset on weekends and from 9:00 a.m. to one-half our past sunset on weekdays.
- (b) Lessee agrees to keep the entire Demised Premises clean, as more particularly set forth and specified herein, and Lessee agrees to operate the Restaurant in accordance with the minimum operating hours and standards. Lessee shall be responsible for daily cleaning, including sweeping and vacuuming of floors, and cleaning of bathrooms at the end of each day.
- (c) Any changes in food and beverage offered for sale and consumption at the Demised Premises shall require written pre-approval by the Director of Culture, Parks and Recreation.

- (d) Lessee agrees to serve participants in golf outings. It is agreed that all inquiries concerning the booking of the facility for special events will be communicated with the Golf Professional and the Director of Culture, Parks and Recreation.
- (e) Lessee agrees that he or his designee will be on-site at all times that the restaurant is open and for all special events.

4. QUALITY AND PRICE

All food and beverages shall be wholesome and of good quality, meeting the approval of the Town, and shall be sold at prices which are fair and reasonable and not higher than prices normally charged at comparable food establishments as determined by the Town. Lessee shall provide food items similar in nature and quality to the items included on the attached menu. Lessee agrees to comply with all Health District regulations with respect to the safe handling and serving of food items.

5. COMPENSATION

- (a) Guaranteed Rental. It is anticipated that lessee shall provide the services described at a minimum from April 1st until November 30th of each season of the lease term. The lessee will pay to the Town \$ per year that the Restaurant is open, payable in equal monthly installments of \$ beginning April 1 and due the first day of each month thereafter. Payment of the lease for 2017 and 2018 will begin on April 1 and be paid in equal monthly installments through the end of the golf season, typically December 1. It is understood that \$8,000 of this amount is to be used to cover the cost of utilities including water, electricity and heating fuel. Lessee shall also pay to the Town a per person fee determined by the Parks and Recreation Commission annually for non-golf functions utilizing the banquet tent. Non-golf functions held at the banquet tent shall end by 9:00 p.m.

Payments by the Lessee shall be made to the Town of Simsbury and delivered to the Director of Culture, Parks and Recreation, 100 Old Farms Rd., Simsbury, CT 06070 on the first day of each month.

- (b) Additional Rent. In addition to the Guaranteed Rental, Lessee shall pay to the Town an agreed upon amount between the Lessor and Lessee for any use of the premises between December 1 and March 1.

6. USE OF LEASED PREMISES

The Lessee shall use the Demised Premises for the purpose of operating a restaurant or an event facility wherein food and beverages are supplied by the Lessee. The Demised Premises

shall not be used by any other purpose whatsoever without the prior written consent of the Town acting through its Director of Culture, Parks and Recreation.

The Lessee shall have the use of the Demised Premises and beverages concessions and the equipment as described in Exhibit B located therein. Any additional equipment required to provide the necessary restaurant services shall be furnished by the Lessee without cost to the Town. Additional equipment may be installed subject to the approval of the Director of Culture, Parks and Recreation or his designated representative. Notwithstanding the foregoing, the parties agree that the Lessee can advertise the availability of food beverages and the restaurant and banquet tent on the club property subject to approval of locations by the Director as set forth in paragraph 12 herein.

The Lessee shall not solicit or sell food and refreshment or offer for sale any items of any character in locations other than the Demised Premises without the written authorization of the Director of Culture, Parks and Recreation or his designated representative.

7. PERMITS, COMPLIANCE WITH LAW

The Lessee shall secure, at his own expense, and properly display all permits and licenses required by the laws, ordinances and regulations of Town, State and Federal Governments. The Lessee shall not permit any violation of the laws of the State of Connecticut or ordinances of the Town of Simsbury by any of its personnel, nor shall Lessee permit any obnoxious or offensive business, trade or occupation to be carried on at the Demised Premises nor permit the same to be occupied or used for any immoral or illegal purposes. The Lessee shall comply with all rules and regulations of the Director of Culture, Parks and Recreation concerning the operation of the facility. He and at least one member of his staff must be complete food service "Safe Serve" training and certification as set forth in paragraph 14.

8. CONSUMPTION OF BEER AND WINE

The Lessee is required to secure a license to sell beer and wine on the premises. The Licensee and every person employed by the Licensee that serves beer and wine shall be TIPS certified. Failure to comply with this section shall be deemed an event of default of the Lease.

9. DEFAULT AND TERMINATION

- (a) Default. In the event the Lessee shall fail to pay the rent due hereunder or fail to keep any of the other covenants, agreements, and conditions of this Agreement to be kept and fulfilled on his part, and such failure shall continue or remain uncorrected for a period of ten (10) days after the Town shall have given five (5) days written notice of the default and shall have deemed correction of same by mailing such notice and demand by registered mail, postage prepaid, addressed to the Lessee at the Demised Premises, then this Lease and the term hereby created, at

the Town's option, shall cease and terminate and the Town at its option shall have the right to re-enter said Demised Premises and demand possession of the same without any previous demand or notice whatever, and such re-entry and taking possession shall end and terminate this Lease and the term hereby created, and, in such event, the Lessee further agrees to waive and does hereby waive notice to quit possession and every other formality provided by any statute with respect to summary process proceedings to enforce the Town's right to re-entry and recovery of the Demised Premises; and further, that it shall thereupon quit possession and the Town shall be re-possessed of the Demised Premises as in its former estate, or, at the option of the Town or its assigns, all installments of rent for the entire leasehold period shall be and become due and payable. The Town shall, without waiving or postponing any other rights had in such case, re-let said premises or any part thereof on such terms as it shall determine in its sole discretion and apply said re-letting proceeds, less reasonable expenses to secure a new tenant, to such rent or judgment therefor and hold the Lessee for the unpaid balance.

- (b) Insolvency. In the event the Lessee shall file a petition in bankruptcy or be adjudicated a bankrupt or make an assignment for the benefit of creditors, then, at the option of the Town or the Lessee, this Agreement may be terminated upon seventy-two (72) hours written notice.
- (c) Legal Action. In the event any legal action is taken against the Lessee which results in the cessation of operation by Lessee, then, at the option of the Town or the Lessee, this lease may be terminated upon seventy-two (72) hours written notice.
- (d) Forfeiture of Claims. In the event this Lease terminates for any reason, all rights of the Lessee herein shall be forfeited, including any claims for damages against the Town and its offices and employees.
- (e) Failure to Operate. If the Lessee fails to operate the Restaurant for five (5) successive days during the season without the approval of the Director of Culture, Parks and Recreation or his designee, the Town shall have the right to terminate this Lease by giving written notice of termination to the Lessee.
- (f) Compliance with Town Ordinances. The Lessee shall comply with all Town Ordinances.
- (g) Compliance with State Labor Laws. In the event Lessee shall be found in noncompliance with any state labor law, the Lease may be terminated at the sole discretion of the Town acting through its Director of Culture, Parks and Recreation.
- (h) Lessee does hereby covenant that it will not waste, and that it will repair at its own expense, all broken window glass and all damage that may occur on the Demised

Premises and equipment through the neglect or carelessness of Lessee, its agents, guests, invitees, or representatives, or anyone else lawfully in and upon the Demised Premises.

- (i) Lessee agrees that it will faithfully perform the provisions of this Lease and shall hold the Town harmless from any and all claims or damages arising out of its failure to do so, including the indemnification of the Town from the payment of any claims for wages due but not paid to Lessee's employees, unemployment insurance, worker's compensation claims, labor, materials, or merchandise of any nature and/or description, obligated or payable by said Lessee during the performance of its obligations under this Lease.
- (j) Upon termination of this lease for any reason, the Lessee will immediately vacate the premises and remove its equipment and inventory. If this is not done within three (3) working days following termination, the Town may make arrangements to have the Lessee's equipment and inventory moved to a storage area to allow the Director of Culture, Parks and Recreation to utilize the Demised Premises to provide Restaurant service to the public. Any and all expenses incurred by the Town in moving and storing Lessee's equipment shall be borne solely by the Lessee.

10. CONCESSION EQUIPMENT

Except for the equipment included in Exhibit B, the Lessee shall install at its own expense any equipment necessary to operate the Restaurant. All equipment shall be maintained in good order at the sole cost of the Lessee. Plans and specifications for all equipment shall be submitted to the Director of Culture, Parks and recreation or his designee for approval prior to installation and will be subject to the approval of the Town and the Farmington Valley Health District where applicable. All such equipment shall be removed by the Lessee within three (3) days of termination of this contract. If any of the property remains on the Demised Premises after the three (3) day period, the Town may either take title to the property or charge all costs for removal of said property to the Lessee.

The equipment included in Exhibit B owned by the Town on the Demised Premises is available to the Lessee as is, without any future maintenance obligations to the Town.

11. SERVICES

The Town covenants that the heating, plumbing (including hot water), air conditioning, electrical system and sewage facilities, at or on the Demised Premises are in good repair and condition and adequate for the operation of a restaurant facility as contemplated herein. Lessee shall pay for the installation of any additional outlets for telephone and cable television not

existing on the date of Lease execution. Lessee shall pay all monthly service charges for telephone and cable television within the Demised Premises.

Lessee/ Concessionaire will pay for the following items:

- (a) cable television service if utilized by Lessee/ Concessionaire;
- (b) installation charges and charges for telephone(s) installed at the Leased premises.
- (c) twice annual maintenance of the exhaust hood
- (d) trash removal according to a frequency and schedule as approved by the Town
- (e) maintenance and repair of all kitchen equipment and mobile cart
- (f) pest control as needed

12. SIGNS/ADVERTISING

Lessee may erect one or more signs in sizes designs and shapes and in such locations as the Director of Culture, Parks and Recreation approves in advance in writing, which approval shall not be unreasonably withheld or delayed. Both parties acknowledge that the design and placement of signs may be subject to approval by the Zoning Commission and the Planning Commission. Lessee/concessionaire shall keep an up to date website, including hours of operation and current menu, which will be linked to the golf course website.

13. ALTERATIONS

Except as otherwise provided herein, Lessee shall not make any alterations, additions, repairs or structural changes in or to the Demised Premises without the prior approval in writing by the Town. Only such contractors approved by the Town shall do the work required to make such alterations, additions, or structural changes, and the cost for all such work shall be borne solely by the Lessee. The Town shall not unreasonably delay or withhold an approval or denial of such a request.

14. MAINTENANCE AND SANITATION

The Lessee affirms that it has inspected the Demised Premises prior to execution of this Lease and considers the Demised Premises acceptable and in satisfactory condition for the purposes of operating a restaurant under the terms of this Lease as of the date of execution of this Lease. The Lessee agrees that during the term of this Lease the Lessee shall maintain and keep the Demised Premises in a safe, workable, neat, clean and sanitary condition according to the usages, habits, and ordinary course of the restaurant business, and at the end of the term the Lessee shall surrender the Demised Premises in as good condition as received, reasonable wear and tear excepted.

The Lessee shall maintain the interior of the Demised Premises in a state of good order, repair and condition. All personal property belonging to the Lessee shall be maintained in good condition during the term of this Lease by the Lessee. The Lessee agrees that property belonging

to the Town shall not be removed from the Demised Premises and shall keep such property in good repair at the expense of the Lessee during the term of this Lease.

The town shall be liable for the cost of structural repairs to the roof, building systems, HVAC equipment and other facilities normally considered structural. The Town shall not be liable for any damages sustained by the Lessee because of the failure of the equipment to operate. Lessee shall repair or replace any article of equipment or furniture owned by the Town or purchased by Lessee if, in the opinion of the Town, the article should be repaired or replaced so that the public may receive a proper impression and/or proper service. The Lessee covenants and agrees that all alterations, additions, or improvements in or to the Demised Premises made by the Lessee, excepting only movable business fixtures, shall become the property of the Town and shall be surrendered with the Demised Premises at the end or termination of this Lease, it being understood and agreed that any damage caused by the removal of such business fixtures shall be repaired by the Lessee at its expense.

The Lessee shall enter into a contract at its sole expense with an exterminating company for the inspection and control of insects on the Demised Premises. A copy of the contract shall be on file with the Town in the offices of the Department of Culture, Parks and Recreation.

The Town shall maintain the exterior of the Demised Premises. The Lessee agrees that it will not hold the town liable for any latent defect in the Demised Premises or in the building of which the Demised Premises form a part, and that the Town shall not be liable for any failure of water, supply, heat, or electric current, nor for any injury or damages to persons or property caused by fire or by the elements, or by other persons in the building, or from falling plaster or from gas, electricity, water, rain, snow, dampness, pipes, appliances, roofs, or plumbing unless the same is caused by or results directly from the Town's negligence.

The Lessee agrees to store waste materials in a closed container adequately protected from the weather, vermin or other animals. Lessee shall be responsible for removal of waste materials from the Demised Premises on a regular basis sufficient to meet health and sanitation requirements, including separate storage receptacles for the storage and removal of grease and appropriate recycling receptacles. All preservable empty cartons, bottles, and like materials must be stored out of view of the general public.

Lessee or any employee of the Lessee engaged in the preparation or serving of food shall comply with applicable federal, state and local health codes. At least one staff person must be certified "Safe Serve" on the premises at all times.

15. CONDUCT OF BUSINESS

The Lessee shall be responsible for securing all licenses and permits as required by any agency of the Town of Simsbury and the Farmington Valley Health District for the operation of said concessions(s). All persons engaged in the operation of the Restaurant will at all times

maintain a neat appearance and observe all regulations in effect on said premises. All personnel staffing said areas will be hired and employed by the Lessee and shall not be considered for any purposes contractors, agents or employees of the Town.

Lessee shall provide enough attendants to serve all Restaurant patrons with reasonable promptness. Lessee covenants and agrees that it will furnish all labor services, material, supplies and equipment reasonably necessary to maintain the Demised Premises in a clean, orderly and inviting condition.

In all cases, the Lessee will offer equal employment and promotional opportunities to qualified applicants and employees without discrimination, and will comply with all Federal and State laws and regulations pertaining to equal employment opportunities. Lessee shall not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, age, religion, or national origin in any manner prohibited by state or federal law.

The Lessee will pay at least the federal and state minimum wages to those employees to whom the minimum wage laws apply. Those employees not covered by minimum wage laws will be paid a salary or wage based upon prevailing rates in the local market area according to value, quality and quantity of work performed. It is expressly understood that the Lessee is responsible for hiring adequate staff to provide service.

16. INSPECTION

The Town, through its authorized personnel, may enter upon the Demised Premises at any reasonable time for any purpose necessary, incidental to or connected with the performance of the provisions of this Lease, or in the exercise of its governmental functions.

It is understood and agreed by the parties that the Director of Culture, Parks and Recreation and/or a representative of the Farmington Valley Health District shall, at the discretion of either, conduct periodic inspections of the Demised Premises and shall furnish in writing to the Lessee a list of deficiencies found, if any, in maintaining the Demised Premises in accordance with the above-mentioned standard and Lessee agrees to discuss these deficiencies with the Town and to cooperate with the Town in their resolution or correction.

17. AVAILABILITY OF RECORDS

The Lessee shall maintain a suitable accounting system and shall submit to the Town's Directors of Finance and Culture, Parks and Recreation an annual financial statement of income and expenses, prepared by a State Licensed Accountant, not later than sixty (60) days after January 1 of each year of any extension year of the term of this Lease

18. INSURANCE

- (a) Property Damage. Except as set forth in Exhibit E, Lessee's User's Indemnification the Lessee shall not be required to carry property damage insurance on the Demised premise and personal property owned by the Town set forth in Exhibit A and located on the Demised Premises. It is acknowledged by the Town that it shall be the responsibility of the Town to provide insurance coverage for the Demised Premises.
- (b) Personal Injury. The Lessee, in his own name as insured, shall secure and pay the premiums for such policies of insurance with respect to which minimum limits are fixed in the schedule set forth in Exhibit F. Each such policy shall be maintained in at least the limit fixed with respect hereto, shall cover all of the Lessee's operations hereunder, and shall be effective throughout the period of this Lease. It is not the intent of this schedule to limit the type of insurance required.
- (c) Notice of Claims. (Accident or Product Liability) Both parties to this Lease shall promptly notify each other in writing of any claims against the other, and in the event of a suit being filed, shall promptly forward to the other all documents in connection therewith. Lessee shall furnish to the Town evidence of insurances covering the items specified. The cost of the above insurance shall be borne by the Lessee. The Town shall be notified in writing sixty (60) days in advance of any cancellation, modification, or non-renewal of Lessee's insurance.
- (d) Worker's Compensation. The Lessee, in his own name as insured, shall secure and pay the premiums for such policies of worker's compensation insurance with respect to which minimum limits as fixed by Connecticut law and in the schedule set forth in Exhibit F. Each such policy shall be maintained in at least the limit fixed with respect hereto, shall cover all of the Lessee's operations hereunder, and shall be effective throughout the period of this Lease. It is not the intent of this schedule to limit the type of insurance required.
- (e) Unemployment Insurance. The Lessee, in his own name as insured, shall secure and pay the premiums for such policies of unemployment insurance with respect to which minimum limits as fixed by Connecticut law. It is not the intent of this schedule to limit the type of insurance required.
- (f) Dram Shop Act. The Lessee, in his own name as insured, shall secure and pay premiums for such policies of Dram Shop Act insurance with minimum limits as set in Exhibit F. Each policy shall be maintained in at least the limit fixed with respect hereto, shall cover all of the Lessee's operations hereunder, and shall be effective throughout the period of this Lease. It is not the intent of this schedule to limit the type of insurance required.

For each insurance coverage required by this Lease, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Town within five (5) calendar days after the execution of this Lease. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate in lieu thereof. Each such copy of certificate shall contain a valid provision or endorsement naming the Town as an additional insured party and a statement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the Town. A renewal policy or certificate shall be delivered to the Town at least thirty (30) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Town as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Town, the Lessee shall promptly obtain a new and satisfactory policy in replacement.

If determined necessary by the Director of Culture, Parks and Recreation, the Lessee shall deliver to the Town, upon demand, the original of any policy required herein for review and upon completion of said review, said policy shall be returned to the Lessee. Notwithstanding any of the provisions contained herein, the Lessee shall indemnify and save harmless the Town from any loss occasioned by the negligence of itself, its employees or business invitees. The Lessee further represents that all foods served by it shall be fit for human consumption and the Lessee shall indemnify and save the Town harmless from any loss occasioned by breach of such warranty.

19. ASSIGNMENT AND SUBLEASE

The Lessee shall not, at any time, assign or sublease this Lease or any part hereof without the prior written consent of the Town acting through its First Selectman as approved by the Board of Selectmen.

20. TITLE AND RISK OF LOSS

During the Lease period, title to the building and risk of loss from fire or other casualty shall be borne by the Town. Any risk of loss by fire or casualty to any equipment owned by the Lessee shall be borne by the Lessee and the Town shall have no responsibility in such regard.

21. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed the covenants and agreements contained in this Lease shall be binding upon the parties hereto and upon their respective heirs, successors, and assigns.

22. TOWN REGULATION

Lessee shall comply with all rules and regulations of Town's Culture, Parks and Recreation Commission concerning the operation of the Demised Premises and golf course as said

regulations presently exist, and Lessee shall comply with all future regulations not in conflict with the terms of this Lease.

23. NOTICES

Any notice which may be or is required to be given pursuant to this Lease shall be deemed to be sufficiently given if personally delivered or sent by certified mail, with return receipt and postage prepaid, and addressed as follows. In the event notice is delivered by certified mail, it shall be deemed received by the addressee three (3) calendar days from the date sent, or the date delivery is completed or attempted, whichever is earlier.

TOWN:
Town of Simsbury
Office of First Selectman
933 Hopmeadow Street
Simsbury, CT 06070

LESSEE:

24. SEVERABILITY

If any term or provision of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and the balance of the terms and provisions of this Lease shall be valid and enforceable to the fullest extent either hereunder or as permitted by law.

2.5 CODE OF ETHICS

Lessee acknowledges and affirms that he, his employees and agents are subject to the provisions of Chapter 13 of the Simsbury Code of Ordinances, Code of Ethics, as they may apply, as if fully set forth herein and said Chapter 13 is incorporated into this Lease by reference.

IN WITNESS WHEREOF, the Town of Simsbury has caused this Lease to be executed in its name by the First Selectman and affixed its official seal, and the said Lessee has caused this Lease to be duly executed, this ___ day of _____, 2016.

Signed, Sealed and Delivered

In the presence of:

Lisa Heavner, First Selectman
Duly Authorized
On Behalf of the Lessor

As Lessee

EXHIBIT B

EQUIPMENT INVENTORY

Golf Course Clubhouse Restaurant

Refrigerator-2 door Traulsen, on casters
Walk-in cooler/freezer, 8' x 12' w/outside remote condensing units
Dishtable w/pre-rinse sink, spray hose and bracket
Oval tray rack
Commercial dishwasher-upright Hobart rack machine with tall chamber
Steam table-3 well water bath
Bread bos-4' maple top w/4 drawers
Sandwich unit-5' mega top, 2 doors, 18 pans
Fryers (2)-40lb., stainless steel tank, gas, on casters
Charbroiler-24" coal style, with lower rack and splash guard
Convection oven-single deck, gas, speed fan, on legs
Range-72" w/2 ovens. 6 burners, 36" grille, Vulcan, on casters
Worktable-8' w/2 drawers, 2 undershelves, on casters
Worktable-7' w/sink, undershelf, no drip edge
Portable car w/lift up sideboards
Store room shelving, 5 tier, chrome wire, on casters
Soda rack
Cook n'hold oven-Alto Shaam, 2 compt, on casters
Pot sink-3 compt w/1 drainboard and spray hose faucet
Mop sink-floor style, stainless w/service faucet
Drying rack-20'x60', wall mounted
Wall shelves-assorted sizes, above dishtables, serving line and prep sink
Exhaust hood-15', exhaust only w/lights, filters-UL listed
Wall panels-stainless steel, installed behind hood on left wall
Fire suppression system, installed w/gas valve
Ice machine-400lb Capacity w/bin
Wall panel-between ice machine and prep sink
Waitress station-cabinet with doors, drawers
Tables-12:B&B Products 30" laminated tables w/cross bases
Chairs-50 cherry side chairs

EXHIBIT F

A. Workers Compensation Insurance as prescribed by the laws of the State of Connecticut.

B. Commercial General Liability Insurance Policy; with One Million Dollars (\$1,000,000) per occurrence, with Two Million Dollars (\$2,000,000) aggregate limit.

C. Comprehensive Bodily Injury, Property Damage, Liability, including bodily injury and property damage and cover fire and water damage and damage or loss caused by independent contractors or by agents of Lessee, caused by automobiles, trucks or other vehicles, with limits of \$1,000,000 for injury or death of one person and \$1,000,000 for injury or death per accident; and \$500,000 for property damage in any one accident, or \$1,000,000 combined single limit.

D. Product liability as shall protect Lessee and Town, its trustees, agents and employees in minimum limits of \$1,000,000 for injury or death of one person and \$1,000,000 for each accident or occurrence and \$100,000 property damage in any one accident, or \$1,000,000 combined single limit.

E. Dram Shop Act Coverage: Dram Shop Act coverage as shall protect Lessee and Town, its trustees, agents and employees in minimum statutory limits of \$1,000,000 per occurrence, with \$2,000,000 aggregate limit

F. Umbrella or Excess Liability policy with \$3,000,000 combined single limit/aggregate. The limits are to apply to all coverages listed in (A) through (E) above.

G. The Town shall be named as an additional named insured for coverage outlined in (B) (C), (D), (E), and (F) above.

H. INDEMNIFICATION. Pursuant to Exhibit B attached hereto and is made a part hereof, as if fully incorporated herein and shall be deemed in addition to and not in substitution of any provision of this article.