

AGREEMENT OF LEASE
by and between
HOWARD COUNTY, MARYLAND
and
THE HOWARD COUNTY ARTS COUNCIL, INC.

TABLE OF CONTENTS

SECTION 1 – DEFINITIONS	3
SECTION 2 – TERM	5
SECTION 3 – RENT	5
SECTION 4 – USE OF PREMISES	5
SECTION 5 – INSURANCE AND INDEMNIFICATION	8
SECTION 6 – MAINTENANCE AND SERVICES	10
SECTION 7 – COUNTY’S RIGHT TO ENTRY	10
SECTION 8 – FIRE AND OTHER CASUALTIES	10
SECTION 9 – ASSIGNMENT AND SUBLETTING	11
SECTION 10 – DEFAULT	11
SECTION 11 – QUIET ENJOYMENT	12
SECTION 12 – NOTICES	12
SECTION 13 – GENERAL	13

EXHIBITS

EXHIBIT A – Floor Plan	17
EXHIBIT B – Resident Artists and Organizations	18
EXHIBIT C – Lease for Arts Council’s Tenants	19
EXHIBIT D – Conflict of Interest	37

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE (this “Agreement”), is made the _____ day of _____, 2025, by and between HOWARD COUNTY, MARYLAND, a body corporate and politic, having an address at 3430 Court House Drive, Ellicott City, Maryland 21043 (the “County”), and THE HOWARD COUNTY ARTS COUNCIL, INC. (the “Arts Council”), a nonprofit corporation organized and in good standing under the laws of Maryland having an address at 8360 Court Avenue, Ellicott City, Maryland 21043.

WHEREAS, pursuant to Section 12.805 of the Howard County, Maryland Code of Ordinances, the County, in support of the pursuit of fine arts within Howard County, provides a facility for the use of the Arts Council; and

WHEREAS, the County and the Arts Council entered into an Agreement of Lease dated July 27, 2017 (the “Lease Agreement”), as amended by First Amendment of Lease Agreement 8510 High Ridge Road dated June 29, 2022 (the “First Amendment”), and Second Amendment of Lease Agreement dated July 24, 2023 (the “Second Amendment”) for the use of certain premises located at 8510 High Ridge Road, Ellicott City, Maryland 21043 (the “High Ridge Road Building”) known as the Howard County Center for the Arts which expires on June 30, 2028 (the Lease Agreement, First Amendment and Second Amendment are collectively referred to herein as the “High Ridge Road Agreement”); and

WHEREAS, the County and the Arts Council agreed to relocate the Howard County Center for the Arts from the High Ridge Road Building to a new facility and terminate the High Ridge Road Agreement pursuant to Section 2.4 of the Lease Agreement; and

WHEREAS, the County is the owner of the Historic Circuit Courthouse located at 8360 Court Avenue, Ellicott City, Howard County, Maryland 21043; and

WHEREAS, the County renovated the Historic Circuit Courthouse into a new center for arts, culture and history; and

WHEREAS, the County and the Arts Council agreed to relocate the Howard County Center for the Arts to the Property (as defined in Section 1) for the use of the Premises (as defined in Section 1) by the Arts Council, together with the use of the associated parking areas and other related amenities as set forth in this Agreement on the terms and conditions hereinafter set forth; and

WHEREAS, the County Council of Howard County approved this Agreement as a multi-year obligation pursuant to Section 612 of the Howard County Charter in Bill Number _____, which was approved by the County Executive on _____, 2025.

NOW THEREFORE, in consideration of the mutual entry into this Agreement by the County and the Arts Council, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, the County hereby permits the Arts Council to use and the Arts Council hereby agrees to use the Premises hereinafter described in accordance with the terms of this Agreement.

SECTION 1 - DEFINITIONS

The capitalized terms used in this Agreement shall, unless the context requires otherwise, have the definition and meaning specified in this Section 1.

Agreement – means this Agreement of Lease, as it may be amended from time to time, as the

context requires.

Arts Council – means The Howard County Arts Council, Inc., a nonprofit corporation organized and existing under the laws of Maryland and its successors and assigns, and as such is governed by its own by-laws and policies.

Building – means the multi-level building located on the Property as defined below

Building Amenities – means the Building amenities described in Section 4.3.2 hereof.

Building Hours – means the standard Building hours described in Section 4.6 hereof.

Building Rules and Policies – means the Building Rules and Policies the Arts Council and the Arts Council's personnel, employees, and subtenants agree to be bound which will be mutually agreed upon prior to the execution of the Agreement. The Building Rules and Policies are subject to change from time to time pursuant to Section 4 of this Agreement.

Commencement Date – means December 1, 2025.

Common Areas – means the common areas described in Section 4.3.1 hereof.

The County – means Howard County, Maryland, a body corporate and politic and its successors and assigns.

Event of Default – means an event of default as defined herein.

Fiscal Year – means the twelve-month period beginning on July 1 and ending on June 30.

Premises – means the area of the Building leased to the Arts Council pursuant to this Agreement and consisting of those rooms shown shaded in yellow on Exhibit A consisting of 3 art classrooms, 18 artist studios, 3 non-profit arts offices, a dance studio, a black box theatre, multiple storage areas, and Arts Council offices.

Property – means the property comprising 1.63 acres of land more or less commonly shown as Parcel 302 on Tax Map 25 and known as 8360 Court Avenue, Ellicott City, Maryland 21043, located within the Second Election District of Howard County, Maryland improved with the Building and owned by the County.

Rent – means the rent described in Section 3 hereof.

Shared Use Agreement – means the Shared Use Agreement by and between the County and the Arts Council for priority shared use of Courtroom 1 described as Historic Courtroom 252 2020 SF, Storage 256 200 SF, Pre-Function Support 253B 320 SF, and Pantry 253 200 SF and shown shaded in blue on sheet 3 of 4 in Exhibit A and shared use of the other areas within the Building, such as the AAPI multipurpose room, described in Section 4.3.3 hereof, which will be mutually agreed upon prior to the execution of the Agreement.

Term – has the meaning set forth in Section 2.1 hereof, and shall include the “Renewal Term” when applicable.

Termination Date – means November 30, 2035 except that if the Agreement is renewed pursuant to Section 2.1.2 hereof, then the Termination Date for all purposes of the provisions of this Agreement shall

be the date to which the Agreement is extended.

SECTION 2 – TERM

2.1. Length. The Term of this Agreement shall be for (a) term commencing as of December 1, 2025, the Commencement Date, and (b) terminating at 11:59 p.m., local time on November 30, 2035, the Termination Date. The County shall grant the Arts Council access to the Premises prior to the Commencement Date for the installation of the Arts Council's furniture, fixtures, and equipment upon the Department of Inspections, Licensing and Permits of Howard County, Maryland issuing to the County a certificate of use and occupancy for the Building.

2.1.2. Renewal Terms. The Arts Council may request to renew this Agreement from time to time for additional terms of one (1) year each (each individually, and all collectively, the "Renewal Term"), commencing on December 1, 2035 and July 1st of each Fiscal Year thereafter, and terminating on June 30 of the following Fiscal Year, by giving the County express written notice of such request for renewal by not less than ninety (90) days before the date on which such Renewal Term is to commence and with the County's express written consent, at the County's option, the Renewal Term shall be effective. Any such renewal shall be upon the terms and subject to the conditions which are set forth in the provisions of this Agreement.

2.2. Surrender. The Arts Council shall at its expense, at the expiration of the Term or any earlier termination of this Agreement, (a) promptly surrender to the County possession of the Premises, in good order and repair (ordinary wear and tear excepted) and broom clean, (b) remove therefrom all of the Arts Council's signs, goods and effects and any machinery, trade fixtures and equipment which are used in conducting the Arts Council's trade or business and are not owned by the County, and (c) repair, to the County's satisfaction, any damage to the Premises or the Building caused by the removal of the Arts Council's signs, machinery, trade fixtures, equipment, and goods and effects.

2.3. Holding Over. If the Arts Council continues to occupy the Premises after the expiration of the Term or any earlier termination of this Agreement, such occupancy shall be under a month-to-month tenancy which may be terminated by the County upon the provision of thirty (30) days' written notice. The month-to-month tenancy shall be upon the terms and subject to the conditions of this Agreement.

2.4. Termination. Notwithstanding anything herein contained to the contrary, if the County determines, in its sole discretion, that the Premises are required for use by the County, the County shall have the right to terminate this Agreement upon one hundred eighty (180) days prior written notice to the Arts Council. The Arts Council shall have the right in its sole discretion to terminate this Agreement upon ninety (90) days prior written notice to the County.

SECTION 3 – RENT

The Rent for the Premises shall be one dollar (\$1.00) per Fiscal Year inclusive of utilities, subject to Section 6 herein.

SECTION 4 – USE OF PREMISES

4.1. Limitation of Use. The Arts Council shall, continuously throughout the Term, occupy and use the Premises for and only for the promotion of the arts in the Howard County community in a manner consistent with the mission and purpose of the Arts Council. The Arts Council shall have full control of the artistic content, display, descriptions, and programs it offers at the Premises. The County recognizes, and approves, subject the Section 9 of this Agreement, that the Arts Council may sublease portions of the

Premises to artists and may occasionally lease a portion of the Premises to members of the community and private groups consistent with the mission and purpose of the Arts Council in accordance with this Agreement. The list of subtenants intending to occupy and utilize a portion of the Premises, as of the date of the execution of this Agreement, is attached hereto as Exhibit B. The Arts Council, its personnel, employees and subtenants agree to be bound by the Building Rules and Policies. Such Building Rules and Policies are subject to change from time to time provided that the County provides at least 30 days' notice to the Arts Council and the changes are mutually agreed upon by the County and the Arts Council. If the Arts Council and the County cannot mutually agree upon the changes to the Building Rules and Policies, the parties shall make a reasonable good faith effort to resolve such dispute by mutual negotiation, adjustment and compromise. Any dispute concerning such changes, which is not disposed of by mutual consent, shall be decided by the County's Chief Administrative Officer.

4.2. In its use of the Premises, Common Areas and Building Amenities, the Arts Council agrees as follows:

4.2.1. The Arts Council shall comply with all federal, state, county and municipal laws, ordinances, or regulations.

4.2.2. The Arts Council shall not (either with or without negligence) (a) cause or permit (or allow its subtenants to cause or permit) the escape, disposal or release of any "hazardous substance" or pollutant as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, *et. seq.*, in a manner that violates any Federal, State, County or municipal laws, ordinances or regulations, or (b) handle, store, or utilize (or allow its subtenants to handle, store, or utilize) in the Building any substance or material in any manner that violates any Federal, State, County or municipal laws, ordinances or regulations. The term "hazardous substance" does not include small quantities of supplies normally found in a typical office setting or for use by the artists to which the Arts Council subleases portions of the Premises (provided, however, that all said substances shall be handled in a reasonable manner and shall be stored and disposed of in commercially approved containers).

The County shall not (either with or without negligence) (a) cause or permit the escape disposal or release of any "hazardous substance" or pollutant as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et. seq.*, in connection with its ownership, maintenance or other use of the Building in a manner that violates any Federal, State, County or municipal laws, ordinances or regulations, or (b) allow any other occupant of the Building to store, handle or use such substances or materials in any manner that violates any Federal, State, County or municipal laws, ordinances or regulations.

4.2.3. The Arts Council shall refrain from activities (and shall cause its subtenants to refrain from activities) which would not allow the County to maintain the Building and the Property (through its janitorial services) in a clean, orderly, sanitary and safe condition. The Arts Council shall keep all trash (and shall cause its subtenants to keep all trash) in approved disposal containers.

4.3. Common Areas and Building Amenities. The County hereby grants the Arts Council a nonexclusive license to use throughout the Term other portions of the Building and Property as follows:

4.3.1 The Arts Council shall have the nonexclusive use of any common stairways, lobbies, common hallways, parking areas, driveways, grounds, and other portions of the Building and Property which, by their nature, are manifestly designed and intended for common use by the occupants of the Building and any visitors of the Building, including, but not limited to the public at large.

4.3.2 The Arts Council shall have the nonexclusive use, on a first come-first serve basis,

of the Building Amenities to the extent provided by the County from time to time for the occupants of the Building, which may include on-site public parking adjacent to the Building, the wellness room, and right to use, subject to compensation, the AAPI multi-purpose room and any exterior tenant spaces, provided the County is not obligated to provide such Building Amenities and may discontinue any or all at any time.

4.3.3 In addition to the Building Amenities, the Arts Council may be permitted to use other areas within the Building, pursuant to the Shared Use Agreement, which may be amended from time to time. The Shared Use Agreement shall include provisions for the Arts Council to provide a list of Reserved Dates, as defined in the Shared Use Agreement, for the use Courtroom 1 to the County on an annual basis to be used for Arts Council meetings, programs, and events. The Arts Council shall have priority rental status of Courtroom 1 for the Reserved Dates.

4.4. Improvements by Arts Council. The Arts Council shall not make any alteration, addition, or improvement to the Premises (including, but not limited to, painting of walls and installing signs and fixtures) without first obtaining the County's written consent thereto except general maintenance or temporary signs connected with arts activities. If the County consents to any such proposed alteration, addition, or improvement, it shall be made at the Arts Council's sole expense and the Arts Council shall indemnify, defend and hold the County harmless from any and all costs and all claims resulting therefrom. The Arts Council shall not permit any encumbrance of the Premises by any mechanic's lien and if any mechanic's lien is filed against the Premises, the Arts Council shall discharge or bond such lien within ten (10) days of the date an order is entered.

4.5. Relocation of Arts Council. The County shall have the right from time to time during the Term, to relocate the Premises from its present location to another location provided that the County gives the Arts Council written notice of the County's intention to do so at least one hundred eighty (180) days before undertaking such relocation. Such notice shall designate the place of relocation and the date that the Premises must be surrendered. Upon the completion of such relocation, this Agreement shall automatically cease to cover the space constituting the Premises immediately before such relocation, and shall automatically thereafter cover the space to which the Premises have been relocated, as aforesaid, all on the same terms and subject to the same conditions as those set forth in the provisions of this Agreement as in effect immediately before such relocation, and all without the necessity of further action by either party hereto; provided, that each party hereto shall, promptly upon its receipt of a written request therefor from the other, enter into such amendment of this Agreement as is reasonably necessary to confirm such relocation.

4.6 Building Hours. The standard Building hours are between 9:00 a.m. and 10:00 p.m., Monday through Friday, between 10:00 a.m. and 4:00 p.m. on Saturday, and between 12:00 p.m. and 4:00 p.m. on Sunday, excluding Federal holidays. Notwithstanding anything to the contrary, the County (a) shall have full control over the hours in which the Building is open and operational for the occupants of and the visitors to Building, (b) may adjust the Building Hours in its sole and absolute discretion, and (c) may at any time for any reason, including, but not limited to inclement weather, close the Building in its sole and absolute discretion. Notwithstanding the foregoing, on the days that the County is closed, the Arts Council may open the Building for its use beyond the standard Building hours pursuant to the Shared Use Agreement.

4.7 Use, Sale, and Consumption of Alcoholic Beverages. The Arts Council or its agents, employees, officers, tenants, subtenants, invitees, visitors and guests shall not allow the sale, transfer, exchange, giving away of or consumption of any intoxicating or alcoholic beverages or any fermented ale, wine, liquor, or spirits (collectively "Alcoholic Beverages") in any part of in the Premises, the Building and the Property without written permission from the County's Chief Administrative Officer, said permission shall only be granted on an event specific basis. In the event of the sale, transfer, exchange, giving away of

or consumption of any Alcoholic Beverages by the Arts Council or its agents, employees, officers, tenants, subtenants, invitees, visitors and guests in any part of the Premises, the Building and the Property, the Arts Council, upon receiving written permission from the County's Chief Administrative Officer, shall, at its sole cost and expense: (a) obtain all required licenses and permits, (b) comply with all federal, state, county and municipal laws, ordinances, or regulations, and (c) obtain liquor liability insurance coverage with the same limits required for Commercial General Liability pursuant to Section 5.2.(b) of this Agreement, and make available, upon request of the County, a copy of a Certificate of Insurance showing the required endorsement. The Arts Council agrees that it shall be solely responsible for violation of any laws pertaining to the possession and consumption of Alcoholic Beverages in, on, or about the Property if such violation results directly or indirectly from the sale, transfer, exchange giving away of or consumption of Alcoholic Beverages in connection with the Arts Council's use of the In its use of the Premises, Common Areas and Building Amenities. The County shall not be responsible for the safe arrival or departure of the Arts Council's agents, employees, officers, tenants, subtenants, invitees, visitors and/or guests regardless of whether such person(s) has consumed Alcoholic Beverages.

4.8 Access Cards. The County shall furnish to the Arts Council one (1) access card to the Building for each employee and subtenants of the Arts Council based at the Premises upon the completion of a security background check. Cost of the background check shall be at the sole cost of the Arts Council. The Arts Council will be required to obtain and to have all of the Arts Council's personnel, employees, and subtenants obtain a Howard County non-employee badge ("Non-Employee Badge"). The Arts Council and The Arts Council's personnel, employees, and subtenants shall return their Non-Employee Badges to the County (i) upon the expiration or the earlier termination of the Lease, (ii) in the case of the Arts Council's personnel, employees, and subtenants, upon termination of their contracts with the Arts Council. If a new Arts Council personnel, employee, or subtenant is assigned to a contract of the Arts Council, said person will be required to obtain a Non-Employee Badge. The Arts Council and all the Arts Council personnel, employees, and subtenants shall have in their possession and visibly display the Non-Employee Badge at all times while working in the Premises, the Building, and on the Property.

SECTION 5 – INSURANCE AND INDEMNIFICATION

5.1. Increase in Risk. The Arts Council (a) shall not do or permit to be done any act or thing as a result of which either (i) any policy of insurance of any kind covering (1) any or all of the Premises or (2) any liability of the County in connection therewith may become void or suspended, or (ii) the insurance risk under any such policy would (in the opinion of the County) be made greater; and (b) shall pay as "Additional Rent" the amount of any increase in the cost of self-insurance or in any premium for such insurance resulting from any breach of the aforesaid covenant, within ten (10) days after the County notifies the Arts Council in writing of such increase.

5.2. Insurance to be Maintained by the Arts Council. The Arts Council shall obtain and keep in force, at its sole cost and expense, throughout the Term, the following policies of insurance:

- (a) Workers' Compensation Insurance covering the jurisdiction of Maryland for any of its employees.
- (b) Commercial General Liability Insurance against loss or liability in connection with bodily injury, death, property damage or destruction, occurring within the Premises or arising out of the use of the Premises by the Arts Council or its agents, employees, officers, tenants, subtenants, invitees, visitors and guests with combined single limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence. The policy shall include an endorsement for Fire Legal Liability for the Premises and name "Howard County, Maryland, its elected and appointed officials, officers, employees and authorized volunteers" as Additional Insured.

(c) All-Risk Property insurance, including theft, with replacement cost endorsement, covering personal property and tenant and subtenant improvements and betterments owned by, or in the care of, the Arts Council or any subtenant or occupant of the Premises. The Arts Council may cause subtenants' property to be insured directly by subtenants in lieu of including subtenants under the Arts Council's property insurance policy.

Each policy shall (a) by its terms, be cancelable only on at least thirty (30) days prior written notice to the County, and (b) be issued by an insurer of recognized responsibility licensed to issue such policy in Maryland. The Arts Council shall deliver to the County evidence of all such policies of insurance upon the execution of this Agreement and annually upon the anniversary of this Agreement.

5.3. Insurance to be Maintained by the County. The County shall maintain All-Risk Property coverage on the building.

5.4. Waiver of Subrogation. If either party hereto is paid any proceeds under any policy of property insurance naming such party as an insured, on account of any loss or damage, then such party's insurer shall release the other party hereto, to the extent of the amount of such proceeds, from any and all liability for such loss or damage, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortious act or omission of the other party, its agents or employees. Each party hereto shall use reasonable efforts to have a clause to such effect included in its property insurance policy or to obtain an endorsement in which the insurer waives all of its rights of subrogation against the party that is not the insured party, and shall promptly notify the other in writing if such clause cannot be included in any such policy or if such an endorsement cannot be obtained.

5.5. Consequential Loss. Neither party will be liable to the other party for any consequential damages including but not limited to loss of revenue or profits resulting from any damage to or interference with the operations of facilities no matter what the cause of damage or loss.

5.6. Personal Property, Tenant Improvements and Betterments. All personal property and tenant and subtenant improvements and betterments within the Premises are the responsibility of the Arts Council. The County shall not be responsible for any damage to property owned or installed by the Arts Council, its clients, agents, employees, licensees, contractors, tenants, subtenants or invitees no matter what the cause of loss or damage.

5.7. Indemnification. The Arts Council shall be responsible for all damage to life and property due to its activities or those of its subcontractors, agents, invitees or employees, in connection with this Agreement. The Arts Council shall indemnify, defend and hold harmless the County, its officials, agents, employees, successors and assigns against and with respect to any and all losses, damages, suits, claims, judgments and expenses whatever ("losses"), including without limitation costs of investigation, litigation and attorneys' fees, arising directly or indirectly from use of the Premises, the Building, and the Property by the Arts Council, its officers, employees, agents, subcontractors, tenants, subtenants or invitees, or otherwise arising directly or indirectly from this Agreement, regardless of whether such losses be sustained by the County directly, or by their respective employees, agents, invitees, licensees or other persons, except only when such losses are solely attributable to and proximately caused by the gross negligence or the willful, malicious, or wanton misconduct of the County or its respective officials, employees or agents. The foregoing shall apply, without limitation, to losses of all types including destruction or degradation of the environment including land, air, water, wildlife or vegetation, and all clean-up costs, fines, penalties and

other pollution-related items. This indemnification is not to be deemed as a waiver of any immunity which may exist in any action against the County.

SECTION 6 – MAINTENANCE AND SERVICES

6.1 County's Responsibilities. The County shall be responsible for maintaining the heating, ventilation, air conditioning, electric, water, and plumbing system serving the Premises. The County shall maintain the grass, landscaped areas and parking areas serving the Premises, including the removal of snow from the parking areas. The County shall provide custodial services for common areas of the Premises, excluding studios sub-leased by the Arts Council. The County shall pay for all basic utilities on behalf of the Arts Council, including HVAC, electricity, water, sewer, trash collection, phone, and public internet. The Arts Council recognizes that the County's obligations herein are subject to the availability of funds in each fiscal year. The County shall not be liable to the Arts Council and there shall be no allowance for the Arts Council for any failure, modification or interruption of any such service.

6.2 Arts Councils' Responsibilities. The Arts Council shall ensure that (a) the Premises are operated in a clean and sanitary condition, and that trash and recyclable materials are removed weekly and placed in a proper container at the designated location for the removal by the County, and (b) the subtenants perform custodial services for the studios sub-leased by the Arts Council. The Arts Council shall promptly notify the County regarding any condition of the Premises requiring repair or maintenance by the County. The Arts Council may pay for its own upgraded utilities to the Premises, including, but not limited cable services.

6.3. County Services. The County shall provide the following services.

6.3.1. The County shall maintain HVAC controls within set points determined exclusively by the County. The Arts Council and their tenants shall not have the ability to modify or control HVAC.

6.3.2. The County shall operate its own CCTV system at locations it prescribes. The Arts Council shall have no access to the County's CCTV system. The Arts Council may request CCTV video footage of the Premises from the County.

6.3.3. The County shall operate the electronic visitor sign-in system for visitors of the Building. Visitors of the Building shall be required to sign in upon entering the Building. Notwithstanding the foregoing, the County may waive the sign in requirement for certain large-scale events, public meetings, or other public gatherings in its sole and absolute discretion.

SECTION 7 – COUNTY'S RIGHT TO ENTRY

The County and its agents shall be entitled to enter the Premises at any time to inspect the Premises or to make any alteration, improvement or repair to the Premises. Additionally, the County and its agents shall be entitled to enter the Premises at any time to conduct monitoring visits in connection with any local, state or federally funded programs where the County is the Grantee or Grantor.

SECTION 8 – FIRE AND OTHER CASUALTIES

8.1. General. If the Premises are damaged by fire or any other casualty during the Term, the County, subject to budgetary constraints, may restore the Premises and may temporarily enter and possess any or all of the Premises for such purpose (provided, that the County shall not be obligated to repair, restore or replace any fixture, improvement, alteration, furniture or other property owned, installed or made

by the Arts Council).

8.2. Arts Council's Negligence. Anything contained in any provision of this Agreement to the contrary notwithstanding, if any such damage to all or any portion of the Premises is caused by or results from the negligent or intentionally tortious act or omission of the Arts Council, or those claiming under the Arts Council or any of their respective officers, employees, agents or invitees, the Arts Council shall pay to the County upon demand, the cost of (i) any repairs and restoration made or to be made as a result of such damage to restore the Building less reasonable wear and tear at the time of such loss, or (ii) if the County elects not to restore the Building, any damage or loss which the County incurs as a result of such damage.

SECTION 9 – ASSIGNMENT AND SUBLETTING

The County acknowledges that the Arts Council may sublet a portion of the Premises to persons who advance the purposes set forth in the Arts Council's articles of incorporation. The Arts Council acknowledges that the County desires to lease the Premises for periods in excess of seventy-two (72) hours only to persons engaged in the promotion of the arts in the Howard County, Maryland community. Anything contained in the foregoing provisions of this Agreement to the contrary notwithstanding, neither the Arts Council nor any other person having an interest in the possession, use or occupancy of the Premises or any portion of the Premises shall enter into any lease, sublease, license, concession or other agreement for the possession, use or occupancy of space in the Premises in contravention of the purposes set forth in the Arts Council's articles of incorporation or the aforementioned desires of the County. To the extent that the County determines that any such subtenancy violates the intended use of the Premises as herein set forth, then the County shall advise the Arts Council to terminate such subtenancy. The Arts Council shall sublet the Premises if and only if the subtenants sign a lease substantially similar to the Lease attached hereto as Exhibit C, which incorporates all of the terms and conditions of this Agreement. No right or privilege shall inure to the benefit of any assignee of the Arts Council, immediate or remote, unless the assignment to such assignee is made in accordance with the provisions of this Section. The Arts Council shall update Exhibit B attached hereto on or before July 1 of each year.

SECTION 10 – DEFAULT

10.1. Definition. As used in the provisions of the Agreement, each of the following events shall constitute, and is hereinafter referred to as an "Event of Default": If the Arts Council fails to (a) pay any Rent or any other sum which it is obligated to pay by any provision of this Agreement, when and as due and payable hereunder and without demand therefor; (b) provide the updated list of users and lessees of the Premises as provided herein; or (c) perform any of its other obligations under the provisions of this Agreement.

10.2. Notice to Arts Council: Grace Period. Anything contained in the provisions of this Section to the contrary notwithstanding, on the occurrence of an Event of Default the County shall not exercise any right or remedy on account thereof which it holds under any provision of this Agreement or applicable law unless and until the County has given written notice thereof to the Arts Council, and the Arts Council has failed within five (5) days thereafter to cure such Event of Default.

10.2.1 Notwithstanding the foregoing, no such notice shall be required to be given, and the Arts Council shall be entitled to no such grace period, (i) in any emergency situation in which, in the County's reasonable judgment, it is necessary for the County to act to cure such Event of Default without giving such notice, or (ii) the event in question has occurred more than twice during any twelve (12) month period, or (iii) if the Arts Council has substantially terminated or is in the process of substantially terminating its continuous occupancy and use of the Premises for the purpose set forth in the provisions of

Section 4.

10.3. County's Rights on Event of Default.

10.3.1. On the occurrence of any Event of Default, the County may (subject to the operation and effect of the provisions of Section 11.2) take any or all of the following actions: (a) reenter and repossess any or all of the Premises and any or all improvements thereon and additions thereto; or (b) terminate this Agreement by giving written notice of such termination to the Arts Council, which termination shall be effective as of the date of such notice or any later date therefor specified by the County therein.

10.3.2. The Arts Council hereby expressly waives, so far as permitted by law, the service of any notice of intention to reenter provided for in any statute, and except as in herein otherwise provided, the Arts Council, for itself and all persons claiming through or under the Arts Council (including any leasehold mortgagee or other creditors), also waives any and all right to redemption or reentry or repossession in case the Arts Council is dispossessed by a judgment or warrant or any court or judge or in case of reentry or repossession by the County or in case of any expiration or termination of this Agreement. The terms "enter," "reenter," "entry," or "reentry" as used in this Agreement are not restricted to their technical legal meanings.

10.3.3. Each party hereto hereby waives any right which it may otherwise have at law or in equity to a trial by jury in connection with any suit or proceeding at law or in equity brought by the other against the waiving party or which otherwise relates to this Agreement, as a result of an Event of Default or otherwise.

SECTION 11 – QUIET ENJOYMENT

The County hereby covenants that the Arts Council, on paying the Rent and performing the covenants set forth herein, shall peaceably and quietly hold and enjoy, throughout the Term the Premises. Nothing in the provisions of this Agreement shall be deemed to impose upon the County any liability on account of any act or failure to act by any person other than the County (or, where expressly so provided herein, the County's agents and employees).

SECTION 12 – NOTICES

Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to a party hereto shall be deemed sufficiently provided (a) on the same it is sent by electronic mail, or (b) in writing, (i) forty-eight (48) hours after being sent by the certified mail if there is a verified signed receipt, (ii) on the next business day if sent by an overnight courier service if there is a verified signed receipt, or (iii) if such party's receipt thereof is acknowledged in writing upon being given by hand .

Any notice required by this Agreement is to be sent to the Arts Council at:

Executive Director, The Howard County Arts Council, Inc.
8360 Court Avenue
Ellicott City, Maryland 21043

Or Email: coleen@hocoarts.org

With a copy to:

Director of Building Services, The Howard County Arts Council, Inc.
8360 Court Avenue
Ellicott City, Maryland 21043

Any notice required by this Agreement is to be sent to the County at:

Director, Department of Recreation and Parks
7120 Oakland Mills Road
Columbia, Maryland 21046

Or Email: nmooneyhan@howardcountymd.gov

With a copy to:
Director, Department of General Services
9200 Berger Road
Columbia, Maryland 21046

SECTION 13 – GENERAL

13.1. Effectiveness. This Agreement shall become effective upon and only upon its execution and delivery by each party hereto.

13.2. Complete Understanding. This Agreement represents the complete understanding between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, warranties, statements or agreements between the parties hereto as to the same. No inducements, representations, understandings or agreements have been made or relied upon in the making of this Agreement. Neither party hereto has any right to rely on any other prior or contemporaneous representation made by anyone concerning this Agreement which is not set forth herein.

13.3. Amendment. This Agreement may be amended by and only by an instrument executed and delivered by each party hereto.

13.4. Applicable Law. This Agreement shall be given effect and construed by application of the law of Maryland, and any action or proceeding arising hereunder shall be brought in the courts of Maryland.

13.5. Waiver. The County shall not be deemed to have waived the exercise of any right which it holds hereunder unless such a waiver is made expressly and in writing (and no delay or omission by the County in exercising any such right shall be deemed a waiver of its future exercise.) No such waiver made as to any instance involving the exercise of any right shall be deemed a waiver as to any other such instance, or any other such right. Without limiting the generality of the foregoing, no action taken or not taken by the County under the provisions of this Section or any other provision of this Agreement shall operate as a waiver of any right or remedy which the County would otherwise have against the Arts Council on account of such Event of Default under the provisions of this Agreement or applicable law.

13.6. Time of Essence. Time shall be of the essence of this Agreement.

13.7. Headings. The headings of the Sections and subsections hereof are provided herein for and only for the convenience of reference, and shall not be considered in construing their contents.

13.8. Construction. As used herein, (a) the term “person” means a natural person, a trustee, a

corporation, a partnership and any other form of legal entity; and (b) all references made (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (iii) to any Section or paragraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section, or paragraph of this Agreement.

13.9. Exhibits. Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof.

13.10. Severability. No determination by any court, governmental body or otherwise that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provisions, (b) such provision in any circumstances not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

13.11. Conflict of Interest. The Arts Council certifies that it has read and understands the provisions of Section 901(a) of the Howard County Charter and Section 22.204 of the Howard County Code relating to conflicts of interests, attached hereto as Exhibit D and hereby incorporated herein.

[Signatures follow on the next page.]

IN WITNESS, each party hereto has executed and ensealed this Agreement or caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

ATTEST:

**THE ARTS COUNCIL:
THE HOWARD COUNTY ARTS
COUNCIL, INC.**

By: _____
Andrea Magers
President

[Signatures follow on the next page.]

ATTEST:

**THE COUNTY:
HOWARD COUNTY, MARYLAND**

Brandee Ganz
Chief Administrative Officer

By: _____
Calvin Ball
County Executive

APPROVED:

_____, Director
Department of General Services

APPROVED:

Nick Mooneyhan, Director
Department of Recreation and Parks

APPROVED FOR SUFFICIENCY OF FUNDS:

Rafiu O. Ighile, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY

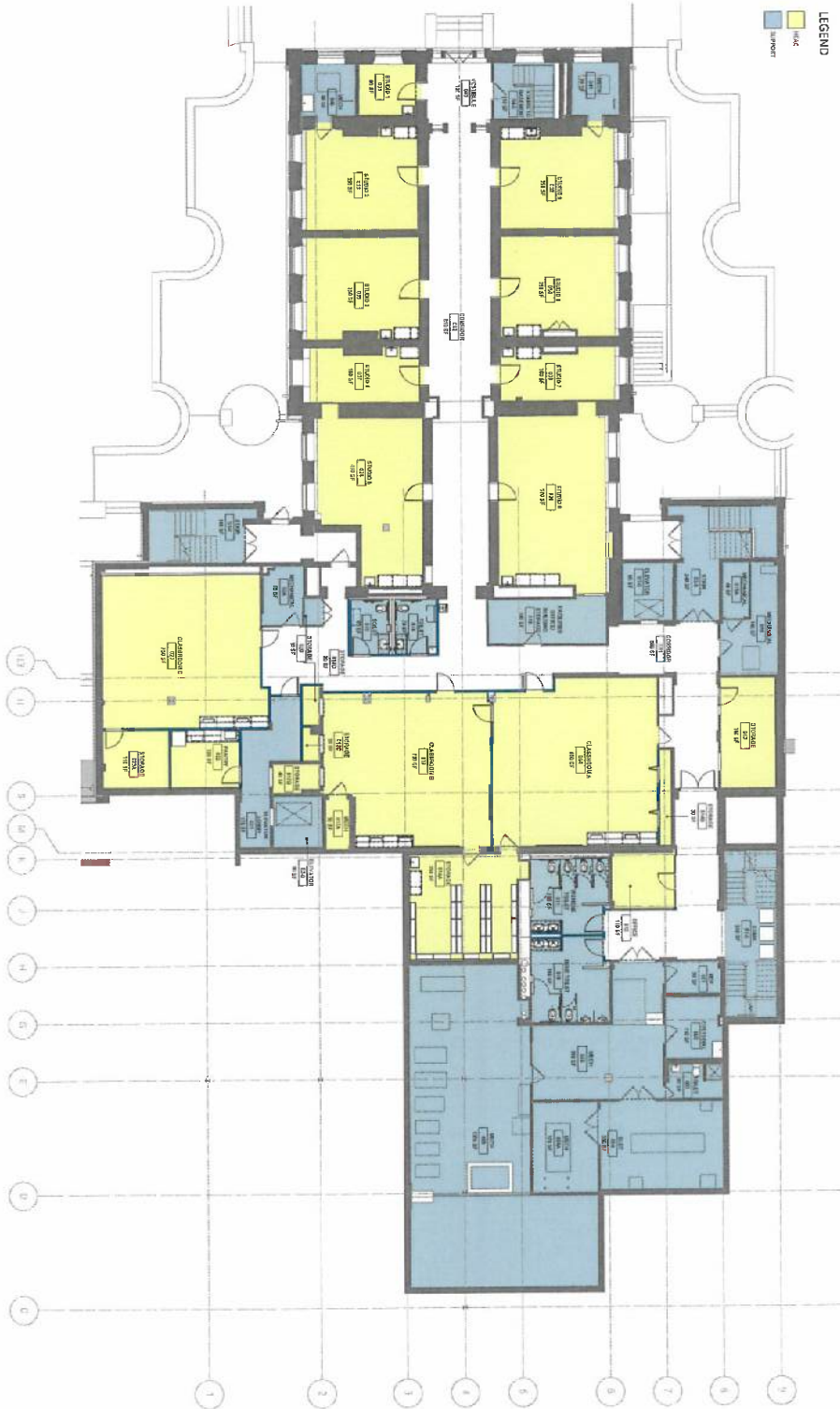
This _____ day of _____, 2025

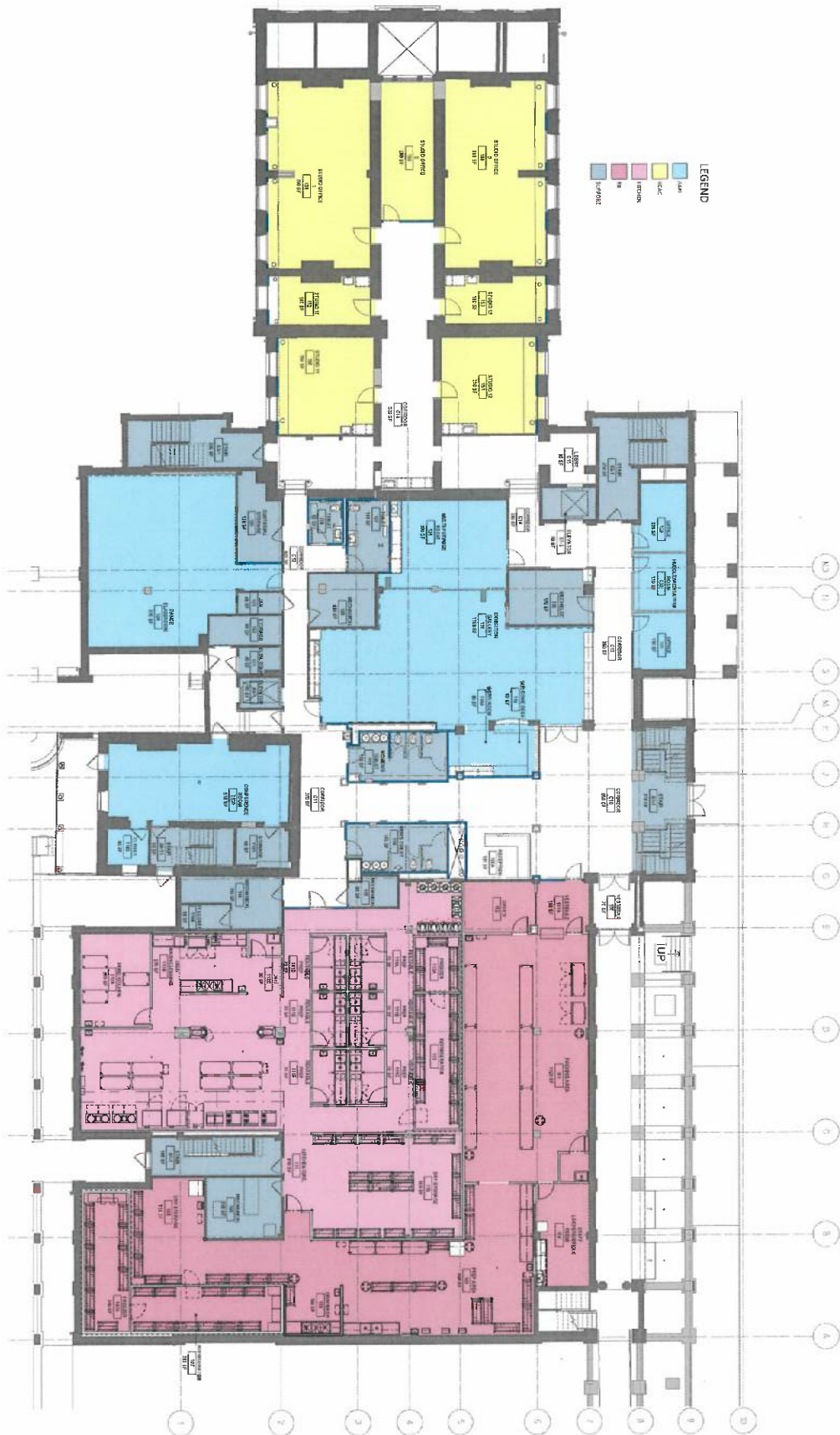
Gary W. Kuc
County Solicitor

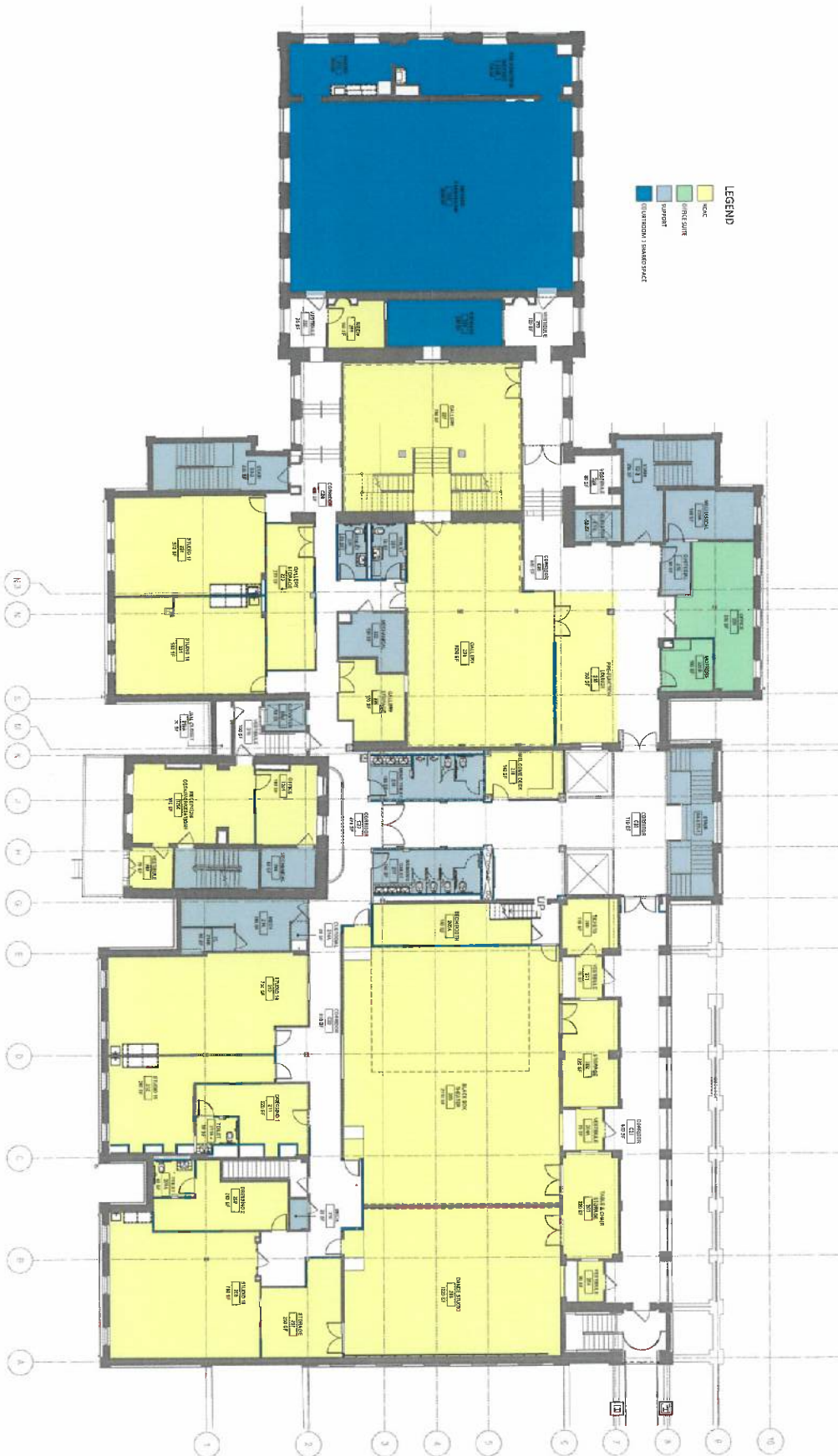
Reviewing Attorney:

Kristen K. Haskins
Senior Assistant County Solicitor

EXHIBIT A – FLOOR PLAN







LEGEND
HCC



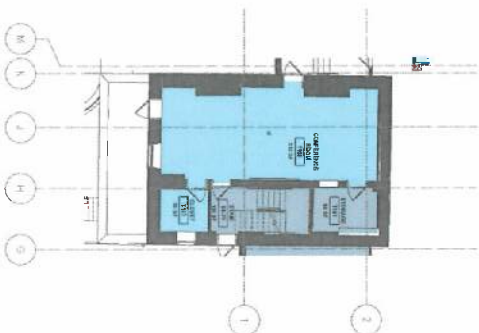
TOWNHOUSE - LEVEL 3

LEGEND
HCC
SUPPORT



TOWNHOUSE - LEVEL 4

LEGEND
HCC
SUPPORT



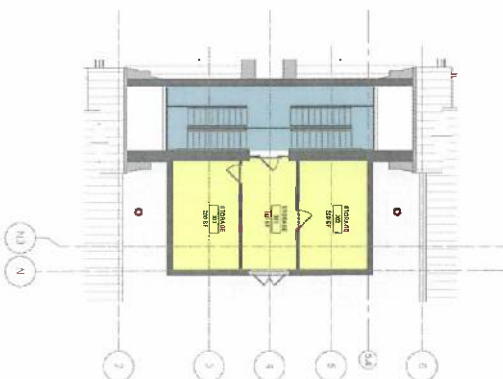
TOWNHOUSE - LEVEL 1

LEGEND
HCC
SUPPORT



TOWNHOUSE - LEVEL 2

LEGEND
HCC



MEZZANINE

EXHIBIT B – RESIDENT ARTISTS AND ORGANIZATIONS

EXHIBIT B



HOWARD COUNTY ARTS COUNCIL

Current Resident Artists and Arts Organizations as of August 2025

Artist/Organization*	Studio	Artistic Media
TBD	031	
TBD	032	
TBD	033	
TBD	034	
TBD	035	
TBD	036	
Phill Branch	037	Film/Theater
Sherry Jankiewicz	038	Printmaking
Lisa Scarbath**	039	Mosaics
TBD	150	
TBD	151	
TBD	152	
TBD	153	
Columbia Pro Cantare	154	Music (Community Chorus)
Columbia Orchestra	155	Music (Community Orchestra)
TBD	156	
David Zuccarini**	208	Drawing/Acrylic Painting
Mary Jo Tydlacka	212	Drawing/Acrylic, Oil Painting
Myungsook Ryu Kim	213	Acrylic Painting
Andrei Trach	221	Painting
Jereme Scott	226	Painting/Printmaking

*Resident Arts Organizations must be incorporated as tax-exempt 501(c)(3) organizations

**Resident Artists and Organization who teach classes in their studios

EXHIBIT C – SUBTENANT LEASE

FY26 Resident Studio Sublease Agreement

THIS LEASE, made this _____ day of _____, 20____ by and between **THE HOWARD COUNTY ARTS COUNCIL, INC.** (the "Arts Council") a non-profit corporation existing under the laws of the State of Maryland, and _____ (the "Tenant").

WHEREAS, Howard County, Maryland, a body corporate and politic (the "County") is the fee simple owner of the property comprising 1.63 acres of land more or less commonly shown as Parcel 302 on Tax Map 25 and known as 8360 Court Avenue, Ellicott City, Maryland 21043, located within the Second Election District of Howard County, Maryland (the "Property") improved with the multi-level building located on the Property (hereinafter referred to as the "Building") and owned by the County;

WHEREAS, the County and the Arts Council entered into an Agreement of Lease dated _____, **2025** (referred to herein as the "Master Lease") for certain space located in the Building; and

WHEREAS, the Arts Council desires to sublease a portion of said space to Tenant;
and

NOW, THEREFORE, in consideration of the rents and covenants herein set forth, the Arts Council hereby rents to the Tenant the premises herein described upon the following terms and conditions.

SECTION 1 - PREMISES

1. The leased premises shall consist of the area of the Building leased to the Tenant pursuant to this Lease and consisting of the room(s) listed below and/or more particularly described on Exhibit A, attached hereto, hereafter referred to as the "Premises".

Room: Studio # _____.

2. The Premises shall be delivered to Tenant in its "As Is" condition.

SECTION 2 - USE

The Premises shall be used and occupied by Tenant solely for the following purpose:

1. Tenant understands and agrees that the Premises are to be included in an arts center operated by the Arts Council in exercise of its educational and charitable purposes, and that the Arts Council has no authority to engage in or authorize the Tenant to engage in activities inconsistent with those purposes. The Tenant agrees to abide by such rules as the Arts Council may prescribe for operation of the Building including, but not limited to, rules governing public access, rules requiring the Tenant to allow a reasonable number of hours for public viewing of activities in the Premises and rules governing activities of the Tenant as

they pertain to the safety, care and cleanliness of the Premises and the safety, comfort and convenience of other tenants and guest users of the Building.

2. The purpose of the areas in the Building managed by the Arts Council, shall be to operate a nonprofit arts center as a focus of the community arts in Howard County, where artists representing visual and performing arts will be afforded studios/spaces in which to work where the public will have an opportunity to observe their working processes as well as the creative products, with the goal of enhancing the public's art appreciation and education (a "public viewing"). The Tenant has read and agrees at all times during the term of this Lease to be a member of the Howard County Arts Council.

3. The Tenant understands and agrees that in accordance with the purpose of the Arts Council stated in Section 2.2, the Tenant is required to be present and open the Tenant's studio for public viewing for up to five (5) public events per year, including the annual open house at the Building. Schedule conflicts for any such public events must be presented to the Arts Council in writing in advance of the event. If Tenant is a visual artist, the Tenant is required to participate in the annual Arts Council resident artists' exhibition featuring current work. If Tenant is a performing arts organization, then Tenant is required to have at least one (1) live performance or activity, which is free and open to the public, at the Building per year. Said public activities, meetings, live performances, seminars, or other similar events of Tenant may occur in the Premises, provided that the prior written consent of the Arts Council is obtained.

4. The Tenant agrees not to use the Premises for teaching without the prior express written permission of Arts Council.

5. No partitions, fixtures or apparatus of any kind may be attached to the walls, floors, or ceiling of the Premises, nor may utilities of any type including, by way of example rather than limitation, water, sewer, phone, electric, cable, or internet, without the express written approval of the Arts Council. Tenant agrees any approved alterations will be done so at the tenants sole expense.

6. The Tenant shall not place any signs, lights, awning, or poles upon the exterior of the Premises, or any signs upon the interior if visible from the street or in common areas of the Building without prior written consent and approval of the Arts Council.

7. The Tenant will, at the Tenant's own expense, keep and maintain the Premises in good, clean, safe and healthy condition and appearance and in good order and repair, and the Tenant will, at the termination of this Lease, remove the Tenant's goods and effects and all installations and improvements the Arts Council wishes removed from the Premises at the Tenant's sole expense, and will surrender the Premises to the Arts Council, in as good condition as when delivered to Tenant, ordinary wear and tear excepted.

8. The Standard Building hours are between 9:00 a.m. and 10:00 p.m., Monday through Friday, between 10:00 a.m. and 4:00 p.m. on Saturday, and between 12:00 p.m. and 4:00 p.m. on Sunday, excluding Federal holidays. Notwithstanding anything to the contrary, the County (a) shall have full control over the hours in which the Building is open and operational for the occupants of and the visitors to Building, (b) may adjust the Building Hours in its sole and absolute discretion, and (c) may at any time for any reason, including, but not limited to inclement weather, close the Building in its sole and absolute discretion. During the hours in which the Building is not "open to the public," as such term is defined by the Arts

Council, and the Tenant is using the Premises, the Tenant shall not allow any visitors to enter the Building at any time. During the hours in which the Building is not "open to the public," the Tenant agrees (i) to keep the Building locked from the outside, and (ii) not to allow any visitors to enter the Building. The Tenant further agrees to check that all doors providing access to the Premises are securely locked from the inside when the Tenant leaves the Premises. The Arts Council guarantees no specific open hours and the County reserves the right to adjust the hours that the Building is open to the public. The County shall operate the electronic visitor sign-in system for visitors of the Building. Visitors of the Building shall be required to sign in upon entering the Building. Notwithstanding the foregoing, the County may waive the sign in requirement for certain large-scale events, public meetings, or other public gatherings in its sole and absolute discretion.

9. Tenant and Tenant's invitees, visitors and guests shall not allow the sale, transfer, exchange, giving away of or consumption of any intoxicating or alcoholic beverages or any fermented ale, wine, liquor, or spirits in any part of in the Premises, the Building and the Property.

10. Pursuant to the Master Lease, the Arts Council will be required to obtain and to have all of the Arts Council's subtenants obtain a Howard County non-employee badge ("Non-Employee Badge"). The County shall furnish to the Arts Council one (1) access card to the Building for each of the Arts Council's subtenants based at the Premises upon the completion of a security background check. Cost of the background check shall be at the sole cost of the Tenant. The Arts Council subtenants shall return their Non-Employee Badges to the Arts Council (i) upon the expiration or the earlier termination of the Master Lease, (ii) in the case of the Arts Council's subtenants, upon termination of this Lease. The Tenant shall have in their possession and visibly display the Non-Employee Badge at all times while working in the Premises, the Building, and on the Property.

11. The Tenant agrees to comply, at the Tenant's own expense, with all federal, state, county, and municipal laws and ordinances, all recorded covenants, and all rules and regulations and orders of any duly constituted authority, present or future, which affect the conduct of the Tenant's activities on the Premises.

12. The Tenant agrees to use the Premises at least an annual average of eight (8) hours per week. Exceptions may be made by the Arts Council in case of special circumstances with prior written approval from the Arts Council. The Tenant further agrees to advise the Arts Council in writing of the Tenant's use of the Premises and to advise the Arts Council in writing in advance of any public activities or performances the Tenant plans to conduct in the Premises.

13. Resident Arts Organizations must be tax exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future federal tax code.

14. If the Tenant is not allowed access to the Premises for a period of no more than ten (10) calendar days, for reason of health, safety, or any other reason, in the Arts Council's sole reasonable discretion, such denial of access shall not constitute or be deemed a constructive eviction. For each full day that the Tenant is denied access to the Premises beyond ten (10) calendar days in a month, there will be a pro rata deduction in the next monthly rent payable by Tenant. Notwithstanding the foregoing, if the Building is closed by the County pursuant to Section 4.6 of the Master Lease, there will be no pro rata deduction

in the next monthly rent payable by Tenant upon the resumption of Tenant's access to the Premises. The Arts Council shall notify the Tenant of the amount and method of deduction within ten (10) business days of the resumption by Tenant of access to the Premises.

15. At the beginning of the fiscal year (July 1) if the Tenant offers classes or other public activities in the Premises, the Tenant will provide the Arts Council with an annual schedule of such classes and public activities. In addition, upon execution of the subsequent year lease, the Tenant will provide the Arts Council with a written report at the end of the fiscal year (June 30), indicating the total number of class or activity participants and a brief summary of activities.

16. If the Tenant's lease is renewed on a probationary basis after the initial review period referred to in Section 3.4. below ("probationary lease") the Tenant must provide the Arts Council with monthly summaries of the Tenant's studio usage, including hours worked and a basic narrative of studio activities, for the duration of the probationary lease or period. These reports are due to the Arts Council within seven days of the close of the month. If the Tenant is not meeting the 8-hour usage requirement of the probationary period, the Tenant must submit a monthly status report to the Arts Council and indicate the plan and timeframe for becoming compliant. The Arts Council will review the status report and determine, at its sole discretion, whether to accept the plan or consider the Tenant in "Default" under the terms of this Lease. In the latter instance, the Arts Council may move forward as specified under Section 10 of this Lease.

SECTION 3 - TERM

1. The term of this Lease shall commence on _____, 20__ and shall terminate 11:59 o'clock p.m. local time on _____, 20__ (hereinafter referred to as the "Term").

2. Any termination of the Master Lease between the Arts Council and the County or any restriction subsequently placed by the County which would preclude the Arts Council from leasing all or part of the Premises to the Tenant will operate as a termination of this Lease, and the Arts Council shall not be liable for any damages to the Tenant for any such termination.

3. Tenant may, upon thirty (30) days' notice, terminate this Lease before the actual termination date set forth above, provided that in that event the Tenant shall forfeit the Security Deposit to the Arts Council; and provided further that the rent must be paid in full through the date of such termination, including the last day of occupation in the studio, which shall be no less than thirty (30) days after notice is given to vacate; and provided further that Tenant shall surrender the Premises to Arts Council in their original condition, normal wear and tear excepted; and provided further that such termination shall not release Tenant from any other obligation or liability to Arts Council, including, without limitation, liability to Arts Council for any breach of this Lease that has occurred up to the date of termination.

4. Leases for all new Arts Council tenants are subject to an initial review period of six (6) months. At the conclusion of the sixth month, Tenant will be reviewed for compliance with the performance or observance of all covenants and agreements of this Lease. Should

the Arts Council determine, in its sole discretion, that Tenant is not compliant with such covenants and agreements, Tenant will either be granted a probationary lease or considered in "Default," under the terms of this Lease. In the latter instance, the Arts Council may move forward as specified under Section 10 of this Lease.

SECTION 4 - RENT

1. Tenant covenants and agrees to pay the Arts Council, as rental for the Premises, a rental of \$_____ per Term from _____, 20__ through _____, 20__ payable in five (5) equal monthly installments of \$_____ in advance on the first day of each full calendar month during the Term; the first such payment to include also any prorated rental for the period from the date of the commencement of the Term to the first day of the first full calendar month in the Term.

2. The Arts Council reserves the right to increase the annual rate of rent by not less than 1% and not more than 5% of the annual rate of rent for the fiscal year immediately preceding the fiscal year for which such increase in the annual rate of rent is determined. Rent will be paid during each such fiscal year in equal consecutive monthly installments, in advance, on the first day of each calendar month during such fiscal year. Annual rental rate increases will be determined by the Arts Council in its sole, absolute, and unquestioned discretion. Tenant will be notified in writing as to the exact amount of increase by no less than thirty (30) days prior to the effective date of the proposed increase.

3. All rent payable by Tenant to the Arts Council under this Lease shall be paid to the Arts Council at the Management Office of the Arts Council, or as the Arts Council may otherwise designate. Tenant will promptly pay all rent herein prescribed when and as the same shall become payable and due.

4. The Tenant shall promptly pay all other sums of money to be paid by the Tenant hereunder, all of which sums shall be deemed additional rent hereunder, when and as the same shall become due and payable.

5. All payments of rent shall be made and paid to the Arts Council without notice or demand. The extension of any time or times for payment of any installment or installments of rent shall not be deemed a waiver or release of the rights of the Arts Council to insist on having any or all of said payments of said rent made in the manner and at the time herein specified.

6. Anything in this Lease to the contrary notwithstanding, at the Arts Council's option, the Tenant shall pay, as additional rent, a "late charge" of six percent (6%) of any installment of rental (or any rental under this Lease) when paid more than five (5) days after the due date thereof, to cover the extra expense involved in handling delinquent payments. Also at the Arts Council's option, the balance of any amount which remains unpaid more than thirty (30) days after it is due to the Arts Council shall accrue interest until fully paid at the rate of six percent (6%) of the remaining balance for each calendar month until the balance is paid. However, in no event shall this interest provision be construed as a grant of permission for payment delays.

Further, when there is an outstanding balance due, any rental payments made will be applied to the outstanding balance first, the remainder of the payment will be applied to the current installment of rental due. Any remaining outstanding balance will be subject to the aforementioned "late charge" of six percent (6%). However, in no event shall this interest provision be construed as a grant of permission for payment delays.

7. Tenant will deposit with the Arts Council as a Security Deposit the sum equal to one month's rent, which shall be held as part of the Arts Council's general funds and which, at the termination of the tenancy, the Arts Council may retain and apply, as full or partial payment for (a) payment of the rent in default or other monies in arrearage or otherwise owing to the Arts Council, and/or to the damages and costs incurred by the Arts Council as a result of any other Default hereunder, and/or to costs incurred by the Arts Council in rectifying such Default, and (b) any damages to the Premises other than such as may be caused by ordinary wear and tear, damage by fire, or other casualties not occurring through the Tenant, or the Tenant's agents or invitees. The portion of the Security Deposit not so retained and applied will be refunded to the Tenant within fifteen (15) days after the Tenant has terminated possession of the Premises and the Arts Council has inspected the Premises. In the event this Lease shall be terminated prior to the expiration date set forth herein, other than by written agreement of the parties, by virtue of the procedure identified in Section 3.3. of this Lease for early termination with notice, the Security Deposit may be retained by the Arts Council as liquidated damages for the premature termination, without regard to or diminution of the Arts Council's rights regarding any other obligation of the Tenant hereunder and in addition to the Arts Council's rights contained herein or otherwise allowed by law. The Arts Council has elected at this time to keep the studio rental Security Deposits in a separate account bearing 4% simple, not compounded, interest for the Term.

SECTION 5 - IMPROVEMENTS

The Premises have been inspected by the Tenant who accepts same as existing in their present "AS IS" condition. The Tenant shall not make any alteration, addition, or improvement to the Premises (including, but not limited to, painting of walls, installation of phones and other utilities, and installation of signs and fixtures) without first obtaining the Arts Council's written consent thereto except general maintenance or temporary signs and fixtures connected with art activities. If the Arts Council consents to any such proposed alteration, addition, or improvement; it shall be made at the Tenant's sole expense and Tenant shall indemnify and hold the Arts Council and the County and their officials, agents, employees, successors and assigns harmless from any and all costs and claims resulting therefrom, including reasonable attorneys' and experts' fees and court costs. Tenant shall not do or permit any encumbrance of the Premises or the Building or the Property on which the Building is situated by any mechanic's lien and if a mechanic's lien is filed against the Property, Tenant shall discharge or bond such lien within ten (10) days of the date an order is entered. In any event, at or before the expiration of the Term, Tenant shall restore the Premises, at Tenant's sole expense, to as good condition as when delivered to Tenant, normal wear and tear excepted. All fixtures shall remain the property of the Arts Council. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

SECTION 6 - COMMON AREAS

1. In addition to the Premises, Tenant shall have the right of nonexclusive use, in common with others, of automobile parking areas, driveways and footways, common stairways, lobbies, restrooms, common hallways, and other portions of the Building and the Property which, by nature, are manifestly designed and intended for common use by the occupants of and visitors to the Building; subject to the building rules and policies prescribed by the County (the "Building Rules and Policies") and such reasonable rules and regulations as prescribed from time to time by Arts Council.

2. Tenant shall neither distribute nor duplicate keys to the outside doors or to closets or other locked spaces located in the Building to anyone without the prior written approval of the Arts Council. The names, addresses, and telephone numbers of any persons desiring such keys must be submitted to the Arts Council before said approval will be given. Fees may be charged to the Tenant to replace lost keys.

SECTION 7 – UTILITIES & SERVICES

1. The County, in accordance with the "Master Lease," is obligated to provide, subject to the availability of the County's funds for the Building, the following services to or for the benefit of the Premises:

(a) **Heating**, ventilation, air conditioning, electricity, and water for the Premises during the open hours of the Building, excluding Federal holidays, of each week during the Term, subject to the County budgetary constraints.

(b) **Janitorial Services** in common areas and building maintenance, subject to the County budgetary constraints. The Tenant is responsible for cleaning services in the Premises.

(c) **Trash Removal** service from dumpsters located in the Building parking lot, subject to the County's budgetary constraints.

2. In the event that the County shall be unable to provide the above services because of the County's budgetary constraints, or for any reason whatsoever, the Arts Council shall be under no obligation to provide said services. The Arts Council shall not be liable to the Tenant and there shall be no allowance for the Tenant for a diminution of rental value or abatement of rent for any failure, modification or interruption of any such service.

3. Tenant is responsible for the following:

(a) Tenant is to keep the Premises clean, including but not limited to broom sweeping and trash removal. Tenant is also responsible for thoroughly cleaning the Premises including, but not limited to, surfaces, walls, windows and floors, as often as needed during the Lease term.

(b) Tenant is responsible for removing trash daily from the Premises and placing it in a designated area for the janitorial staff.

(c) Tenant shall contract directly for the installation and maintenance of its voice and data systems and a telecommunications service provider for all phone, internet

and network services with prior written consent from the Arts Council.

(d) Tenant is to keep the Premises free of ants and other insects.

4. The Tenant shall not, without first obtaining the Arts Council's written consent thereto, install within the Premises any electrical machinery or equipment (including, by way of example rather than of limitation, any air-conditioning, electrical heating, cooking, water-heating, kiln, kitchen, photocopying or refrigeration equipment) which (a) uses electrical current exceeding 10 amperes at 110 volts, or (b) in any way increases the amount of electricity consumed upon the Premises. The Tenant shall pay periodically any additional expense incurred by the Arts Council as a result of any such installation of equipment including that resulting from any such increase in electric consumption.

SECTION 8 - RIGHT OF ENTRY

The Arts Council and the County and its agents shall be entitled to enter the Premises at any time without notice during the Arts Council's business or public hours and at any other reasonable time (a) during a public viewing, (b) to inspect the Premises, (c) to exhibit the Premises to any existing or prospective purchaser or tenant thereof, (d) to make any alteration, improvement or repair to the Building or the Premises, or (e) for any other purpose relating to the operation or maintenance of the Building; provided, that the Arts Council shall use reasonable efforts to avoid thereby interfering more than is reasonably necessary with the Tenant's use and enjoyment thereof.

Tenant shall notify the Arts Council promptly of the need for any necessary repairs which are readily observable by the Tenant. Failure to do so may result in the Tenant being responsible for the cost of damage caused by the defective condition. Tenant shall notify the Arts Council immediately upon the occurrence of any damage or repair or maintenance problem at the Premises which could cause additional damage to the Building or injury to persons. Representatives from the Arts Council and the County and its agents shall be entitled to enter the Premises at any time without notice to make repairs.

SECTION 9 - ENVIRONMENTAL MATTERS

1. The Tenant shall not (either with or without negligence) (a) cause or permit the escape, disposal or release of any "hazardous substance" or pollutant as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 96701 et seq., in a manner that violates any Federal, State, County or municipal laws, ordinances or regulations, or (b) without the prior written consent of the Arts Council, allow the storage, handling, disposal or use of such substances or materials in any manner that violates any Federal, State, County or municipal laws, ordinances or regulations. The term "hazardous substance" does not include small quantities of supplies normally found in a typical office or for use by the artists to which the Arts Council subleases portions of the Premises (provided, however, that all said substances shall be handled in a reasonable manner and shall be stored and disposed of in commercially approved containers).

2. The Tenant shall notify the Arts Council if, at any time after the Tenant is granted a lease, Tenant's artistic media changes to one that may be dangerous or perceived as dangerous to the health or safety of other tenants or visitors to the facility, or judged by the Arts Council, at its sole discretion, to be inappropriate for the facility due to health or safety concerns.

The Tenant shall provide and keep current a list of materials Tenant will use in their studio at all times, provide a current list of materials at the time of Tenant's lease renewal, and provide a list immediately upon request by the Arts Council or the County.

3. Should the Arts Council, at its sole discretion, have a question about the potential hazardous or the inappropriateness of one or more materials the Tenant stores or uses in the Premises, the Tenant will be required to submit for approval from the Arts Council, the County and Risk Management a Safety Plan. The Arts Council may require the Tenant to provide special storage and handling of any and all potentially hazardous or inappropriate materials stored or used by the Tenant in the Premises. The Arts Council also reserves the right to require the Tenant to stop using such materials. Any such materials will be identified by the Arts Council at its sole discretion. If Arts Council requires any such special storage or handling, it shall be provided at the Tenant's sole expense and the Tenant shall indemnify, defend and hold the Arts Council harmless from any costs and all claims resulting therefrom, including reasonable attorneys' and experts' fees and court costs.

4. Tenant covenants that Tenant will: (i) comply with all Federal, State, County or municipal laws, ordinances and regulations relating to the Premises and the business conducted therein; (ii) conduct its business in such manner as will be in keeping with artist studios and maker spaces; (iv) make every effort to work harmoniously with other tenants in the Building, (v) comply with the Building Rules and Policies, and all reasonable rules and regulations promulgated from time to time by Arts Council and/or the County for the operation of the Building and the Property; (vi) not use the sidewalks of the Building and the Property for business purposes; (vii) not use or permit to be used any advertising medium or device such as but not limited to a sound amplifier, a phonograph, radio or public address system that can be heard outside the Building.

5. To the extent applicable, the Tenant and the Arts Council shall observe and comply with all laws, orders, rules, requirements, ordinances and regulations of the United States and the State and City or County in which the Premises are located, and of all governmental authorities or agencies and of any board of the fire underwriters or other similar organization (collectively, the "Legal Requirements"), with respect to the Property, the Building and the Premises and the manner in which the Property, the Building and the Premises are used by the Tenant, the Arts Council and, as applicable, other tenants of the Building.

SECTION 10 - DEFAULT

1. Any one or more of the following events shall constitute a "Default" under the terms of this Lease:

(a) The sale of the Tenant's interest in the Premises under attachment, execution or similar legal process, or if the Tenant is adjudicated as bankrupt or insolvent under any state bankruptcy or insolvency law.

(b) The commencement of a case under any chapter of the Federal Bankruptcy code by or against the Tenant or any guarantor of the Tenant's obligations hereunder or the filing of a voluntary or involuntary petition proposing the adjudication of the Tenant as bankrupt or insolvent.

(c) The appointment of a receiver or trustee for the business or property of the Tenant.

(d) The failure of the Tenant to pay any rental or other sum of money within five (5) days after the same is due hereunder.

(e) Default by the Tenant in the performance or observance of any covenant or agreement of this Lease (other than a default involving the payment of money), which Default is not cured within a ten (10) calendar day period after the giving of notice thereof by the Arts Council, unless such default is of such a nature that it cannot be cured within such ten (10) calendar day period, in which case no Default shall occur so long as Tenant shall commence the curing of same within such ten (10) calendar day period and shall thereafter diligently prosecute the curing of same.

(f) The vacation or abandonment of the Premises by Tenant at any time following delivery of possession of the Premises to the Tenant.

(g) Any violation of or nonconformance with the terms of Section 2, 9 or 12 of this Lease.

(h) Any violation or nonconformance with the Arts Council's General Rules & Regulations currently in effect.

2. Upon the occurrence of a "Default," Arts Council, without notice to Tenant in any instance, may do any one or more of the following:

(a) Enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of the Tenant, which is or may be put into the Premises during the Term, and the Arts Council may sell all or any part thereof at public or private sale. The Tenant agrees that five (5) days prior notice of any public or private sale shall constitute reasonable notice. The proceeds of any such sale shall be applied first toward the cost of conducting such sale or caring for or storing said property (including reasonable attorneys' fees); second, toward the payment of any indebtedness for rental which may be or may become due from the Tenant to the Arts Council; and third, to pay the Tenant, on demand, any surplus remaining after all indebtedness of the Tenant to the Arts Council has been fully paid.

(b) Elect to terminate this Lease and the tenancy created hereby giving notice of such election to Tenant and reenter the Premises.

(c) Perform, on behalf and at the expense of the Tenant, any obligation of the Tenant under this Lease that the Tenant has failed to perform and of which the Arts Council shall have given the Tenant notice.

(d) Exercise any other legal or equitable right or remedy which it may have.

3. Any costs and expenses incurred by Arts Council (including without limitation, reasonable attorneys' fees and experts' fees and court costs in enforcing any of its rights or

remedies under this Lease) shall be deemed to be additional rent and shall be repaid to the Arts Council by the Tenant upon demand. The Tenant hereby agrees to indemnify and hold harmless both the County, its officials, agents, employees, successors and assigns, and the Arts Council from and against any liability, damage, cost or expense (including, without limitation reasonable attorneys' fees and experts' fees and court costs) rising from or connected with any Default and any of the foregoing remedies exercised by the Arts Council. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

SECTION 11 - REMEDIES CUMULATIVE

No mention in this Lease of any specific right or remedy shall preclude the Arts Council from exercising any other right or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either at law or equity; and the failure of the Arts Council to insist in any one or more instances upon a strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by the Arts Council.

The occurrence of any one or more of the following events ("**Default**" or "**Defaults**") shall constitute a default and breach of this Lease by Tenant: (i) Tenant fails to pay any Rent when same is due under this Lease and owed under this Lease within ten (10) days of the Arts Council's demand therefor, (ii) Tenant fails to observe and perform any of the other terms, covenants and/or conditions of this Lease, and, unless the failure is of a type to which, pursuant to the provisions of the Lease, no cure period is applicable or no notice by the County or the Arts Council is required, such failure shall continue for more than fifteen (15) days after written notice from the County or the Arts Council to Tenant (however, if a default under this item (iii) cannot reasonably be cured within fifteen (15) days, and Tenant has promptly commenced the cure within such time and is diligently proceeding to complete the cure, then Tenant shall have such reasonable extra time (not to exceed sixty (60) days) to complete the cure); (iv) the Premises are abandoned, vacated or closed for business to the public (other than for fire, casualty or condemnation); (v) any materials that may increase the risk of fire or explosion or (vi) a case is commenced or a petition is filed by or against Tenant or any successor tenant then in possession, in any court pursuant to any statute or law, a petition for appointment of a trustee or receiver, an assignment for the benefit of creditors, or reorganization.

If a Default occurs, Tenant shall remain liable for all Rent that may be due for the remainder of the current Term of the Lease until the Premises are re-let, provided however, the Arts Council shall use reasonable efforts to re-let the Premises during the current Lease Year, provided, further, however, that if the County or the Arts Council defaults and Tenant lawfully and properly vacates the Premises as a result, Tenant shall not be liable for any Rent that may be due for the remainder of the Term of the Lease.

All remedies of the County or the Arts Council shall be cumulative. Acceptance by the Arts Council of delinquent Rent after Default shall not cure such Default nor entitle Tenant to possession of the Premises.

SECTION 12 - INSURANCE

1. The Tenant will keep in force at its own expense so long as this Lease remains in effect, a policy of general liability insurance with respect to the Tenant's operations on the premises in a form acceptable to the Arts Council, with a minimum policy limit of One Million

Dollars (\$1,000,000) Combined Single Limit per occurrence. The policy shall name both the Howard County Arts Council and Howard County, MD, their elected and appointed officials, officers, employees and authorized volunteers as Additional Insured as their interests may appear and shall provide that such policy will not be canceled without at least thirty (30) days' prior written notice, ten (10) days' in the event of non-payment of premium, to the Arts Council. Evidence of insurance coverage shall be provided to the Arts Council prior to occupancy and at the time of each policy renewal thereafter during the Term. Failure of The Tenant to keep the required insurance policies in full force and effect during the occupancy or work covered by this agreement shall constitute a breach of this agreement. In the event of a breach, the Arts Council shall have the right, in addition to any other rights, to immediately cancel and terminate this agreement without further cost to the Arts Council, by notifying The Tenant in writing of such cancellation and termination. This policy shall cover, among other risks, the contractual liability assumed by the Tenant under the indemnification provision set forth in this agreement, personal injury coverage, premises liability coverage and advertising injury coverage with limits of liability identical to coverage for Bodily Injury above. The insurance afforded by this policy shall be primary insurance to any other valid and collectible insurance. NOTE: Nothing contained herein shall operate as a limitation of Tenant liability.

2. It is expressly understood and agreed that neither the County nor the Arts Council will be responsible for any property of the Tenant or any of Tenant's improvements or betterments to the Premises that are lost, damaged or destroyed by any cause whatsoever. The Tenant shall carry adequate insurance to cover its property and any non-owned property for which the Tenant is responsible. The Tenant agrees to waive any claims against the Arts Council and the County for loss of the Tenant's property and any consequential loss resulting therefrom and further agrees to indemnify the Arts Council and the County for any claims made by the owner of property for which the Tenant had possession or responsibility.

3. If either party hereto is paid any proceeds under any policy of property insurance naming such party as an insured, on account of any loss or damage, then such party's insurer shall release the other party hereto, to the extent of the amount of such proceeds, from any and all liability for such loss or damage, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortious act or omission of the other party, its agents or employees. Each party hereto shall use reasonable efforts to have a clause to such effect included in its property insurance policy or to obtain an endorsement in which the insurer waives all of its rights of subrogation against the party that is not the insured party and shall promptly notify the other in writing if such clause cannot be included in any such policy or if such an endorsement cannot be obtained.

4. Neither party will be liable to the other party for any consequential damages including but not limited to loss of revenue or profits resulting from any interruption of service by any damage to or interference with the operation of facilities at the Premises no matter what the cause of damage or loss.

5. The Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the building that is considered hazardous or may increase the risk of fire or explosion without written permission of the Arts Council.

SECTION 13 - INDEMNITY

Tenant will defend, indemnify and hold the Arts Council and the County and their elected and appointed officials, employees and agents harmless from and against any and all claims, actions, damages, liability and expense, including reasonable attorneys' fees and experts' fees and court costs, in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by the Tenant of the Premises or any part thereof or any other part of the Arts Council's property, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractor, invitees or employees.

SECTION 14 - NO ASSIGNMENTS OR SUBLETTING

Tenant will not assign this Lease in whole or part, nor sublet all or any part of the Premises for any duration, without the written consent of the Arts Council first obtained. Such consent may be withheld in the sole and absolute subjective discretion of the Arts Council. Consent by the Arts Council to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment of subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law.

SECTION 15 - CASUALTY

In the event of fire or other casualty, the Arts Council shall have no obligation with respect to repair of the Premises if the County does not undertake the repairs under the provisions of the Master Lease. Other rights of the Tenant in the case of fire or casualty shall be subject to the rights and elections of the Arts Council under the Master Lease. If there is any abatement of rent under the Master Lease as a result of fire or casualty, the Tenant shall enjoy the same percentage of abatement with respect to the Premises as may be enjoyed by Arts Council, except that there shall be no abatement if the damage was caused by the Tenant, its employees or invitees.

SECTION 16 - MASTER LEASE

This is a sublease, which is subordinate to the Arts Council's Master Lease with Howard County, Maryland. The Arts Council's interest in the Premises is as the tenant under the Master Lease. In addition to (and not in limitation of) the covenants, conditions and restrictions contained in this Lease, the Tenant will be bound by and will honor the terms, conditions and restrictions of the Master Lease as they would apply if the Tenant were the tenant under the Master Lease and the Arts Council were the landlord. Tenant shall neither do nor permit anything to be done which would cause the Master Lease to be breached by the Arts Council or which would otherwise cause the Master Lease to be terminated. The Arts Council shall have all of the rights, privileges and remedies hereunder with respect to the Premises and the Tenant which County has under the Master Lease with respect to the Premises and the Arts Council. Tenant acknowledges that it has read and understands the provisions of the Master Lease.

SECTION 17 - SUBORDINATION

This Lease shall be subject and subordinate to all ground or underlying leases and to

any and all mortgages and deeds of trust that may now or hereafter affect this Lease or the Building and to all terms, provisions, renewals, modifications, consolidations, replacements and extensions thereof. Tenant accepts this Lease and the leasehold interest of Tenant in the Premises subject and subordinate to the operation and effect of all mortgages, deeds of trust, security agreements and other liens and encumbrances now or hereafter placed by the Arts Council or the County upon the leasehold or fee interest in the Premises, the Building or the Property, and the improvements, fixtures, equipment or other property thereon. The Tenant shall execute, acknowledge, and deliver to the Arts Council or the County, as the case may be, such instruments and documents, and shall name the holders as additional insured under any insurance policies affecting the Premises, as shall be required or desired by, and in form satisfactory to, the holders of such liens or encumbrances.

SECTION 18 - ATTORNMENT

Upon foreclosure or sale under any mortgage or deed of trust to which this Lease and the leasehold interest of the Tenant in the Premises is now or shall ever become subject and subordinate, or upon any sale or conveyance of any part or all of the Building, or any assignment of this Lease by the Arts Council, the Tenant shall attorn to the mortgagee, purchaser, the County or assignee of the Arts Council's interest, as the case may be, and the Tenant shall, after prior notice to the Tenant pay to such party all rent required to be paid by the Tenant hereunder and shall perform all of the other terms, covenants, conditions and obligations of the Tenant hereunder.

SECTION 19 - TENANT'S ESTOPPEL CERTIFICATE

The Tenant shall from time to time, upon at least five (5) calendar days' prior written notice by the Arts Council or the County, execute, acknowledge and deliver to the Arts Council or the County, a written statement certifying that this Lease is unmodified and in full force and effect, the dates to which the rent and other charges have been paid, and whether or not to the best of the Tenant's knowledge the Arts Council is in default hereunder (and if so, specifying the nature of the default).

SECTION 20 - ARTS COUNCIL'S LIABILITY

Subject to the waiver of subrogation contained in Section 12.3 of this Agreement which shall control in cases of loss or damage arising out of causes of loss insured against or that could have been insured against by a policy of property insurance, the Arts Council and the County, their elected and appointed officials, officers, employees and authorized volunteers shall not be liable or responsible in any way for any injury to person or damage to or loss or theft of property sustained in or about the Premises however the same may be caused, unless due to the Arts Council's own willful or negligent act. Tenant absolves and releases the Arts Council and the County from damage to person or property caused by breakage of glass, or by leaks, breaks or overflow of roof, pipes, drains or plumbing fixtures, or by falling plaster, imperfect wiring or construction.

SECTION 21 - RULES AND REGULATIONS

Pursuant to the Master Lease, The Tenant agrees to be bound by the Building Rules

and Policies and shall observe and comply with all rules and regulations as the Arts Council may prescribe on written notice to the Tenant, for the safety, care and cleanliness of the Premises the Building, and the Property and the comfort and convenience of other occupants of and visitors to the Building. The Building Rules and Policies, and rules and regulations as the Arts Council may prescribe, are subject to change from time to time.

SECTION 22 - SUCCESSORS OR ASSIGNS

This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon the Arts Council, its successors and assigns, and shall be binding upon the Tenant, its successors and assigns, and shall inure to the benefit of the Tenant and only such assigns of the Tenant to whom the assignment by the Tenant has been consented to by the Arts Council.

SECTION 23 - NOTICES

1. All notices or other communications pursuant to this Lease shall be in writing and shall be deemed to have been duly given or made when personally delivered in writing or when mailed by United States certified or registered mail, postage prepaid, return receipt requested, or by overnight delivery service (including United States Express Mail) with receipt acknowledged and with all charges prepaid by the sender, to the following address:

To Arts Council:

The Howard County Arts Council

8360 Court Avenue
Ellicott City, Maryland 21043

To Tenant:

Tenant's Name: _____

Studio # _____
8360 Court Avenue
Ellicott City, Maryland 21043

Home Address: _____

Either party may, at any time or from time to time, designate in writing a substitute address from the above set forth, and thereafter notices shall be directed to such substitute address.

2. It is understood and agreed that the Tenant shall have an emergency file in the management office of the Building. Said file will include address and telephone numbers at which the Tenant can be reached in case of an emergency, and a statement of the Tenant's liability insurance coverage and certification that coverage is in effect for the duration of this Lease.

SECTION 24 - APPLICABLE LAW

This Lease shall be construed under the laws of Howard County and the State of Maryland. The parties hereby consent that any dispute arising under this Lease shall be filed in the Circuit Court of Maryland for Howard County.

SECTION 25 - CAPTIONS AND HEADINGS

The captions and headings throughout this Lease are for convenience and reference only and words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction or meaning of any provisions or the scope or intent of this Lease nor in anyway affect this Lease.

SECTION 26 - NO MODIFICATION

This writing and the provisions of the Master Lease are intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms hereof, all negotiations, considerations and representations between the parties having been incorporated herein. This Lease can only be modified in writing and signed by all parties hereto or their duly authorized agents.

SECTION 27 - PARTIAL INVALIDITY

If any provision of this Lease shall for any reason be held invalid or unenforceable by any court, governmental agency or arbitrator, of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision hereof, but this Lease shall be construed as if such invalid or unenforceable provision had never been contained herein.

SECTION 28 - NO PARTNERSHIP OR AGENCY

The Arts Council shall in no event be construed or held to be the partner or co venturer of the Tenant in the conduct of the Tenant's business, nor shall the Arts Council be liable for any debts incurred by the Tenant in the conduct of the Tenant's business, it being understood and agreed that the relationship shall at all times remain solely that of landlord and tenant.

SECTION 29 - TIME OF ESSENCE

Time shall be of the essence with respect to each and every term, obligation and

covenant contained in this Lease to be performed on the part of the Tenant.

SECTION 30 - EQUAL INTERPRETATION

This Lease has been prepared by the Arts Council and reviewed by the Tenant and the Tenant's own legal counsel. The parties agree that this Lease should not be interpreted in favor of either party merely because of its preparation by the Arts Council.

SECTION 31 - WAIVER OF JURY TRIAL

THE TENANT HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, OR ANY OF ITS PROVISIONS, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

SECTION 32 - TAXES OR OTHER CHARGES

In the event that any real property, front-foot benefit, metropolitan district, or other taxes or public or private assessments (hereinafter referred to as "Taxes") are levied against the Building or the Property, Tenant shall pay Tenant's share of such Taxes computed by multiplying the Tenant's percentage of leased space in the Building by the amount of Tax.

SECTION 33 – HOLDOVER

Tenant shall vacate the Premises at the end of the Term and after the Arts Council has provided written notice to the Tenant to vacate the Premises. If Tenant fails to vacate at such time as the lease is terminated, Tenant will become a Tenant at Sufferance and is considered a criminal trespasser.

If the Tenant at Sufferance continues to hold possession of the Premises after termination of the lease, after the Arts Council has provided notice to the Tenant to vacate the Premises and the Tenant continues to pay rent at the prevailing rate and terms and the Arts Council accepts that payment, the Tenant at Sufferance becomes a Tenant at Will. A Tenant at Will can be evicted at any time without notice.

Whether remaining in the Premises as a Tenant at Sufferance or a Tenant at Will, Tenant hereby agrees to indemnify, hold harmless and defend the Arts Council from any cost, loss, claim or liability, including reasonable attorney's fees, that the Arts Council may incur as a result of Tenant's failure to surrender possession of the Premises to the Arts Council upon termination of the Lease.

With the Arts Council's written consent to occupy the Premise after the Notice of Lease Termination has been provided to the Tenant and while the tenant holds possession of the Premise beyond the expiration date of the lease, Tenant shall be considered to be in Holdover. Tenant shall then become a month-to-month Tenant at the rate set for the fiscal year in which the Holdover is taking place and upon all terms of the original lease (other than term) and other terms specified for the mutually agreed upon time period in accordance with the Arts Council's written consent. The Arts Council may terminate the Holdover at any time with thirty (30) days written notice.

**SECTION 34 – LIMITATION OF THE COUNTY
AND THE ARTS COUNCIL’S LIABILITY**

The liability of the County and the Arts Council shall not extend beyond the period of the County’s ownership of the Building. Furthermore, it is understood and agreed that in each and every instance in which the County or Arts Council's approval or consent is required under this Lease, the County or Arts Council shall have sole discretion to withhold such consent unless the specific provisions of this Lease with respect to such consent or approval provide otherwise. The County and Arts Council shall not be liable for damages (whether direct, consequential, or otherwise) by reason of its failure to grant such approval or consent. The County and Arts Council will not be liable for any consequential damages including but not limited to loss of revenue or profits resulting from any interruption of service by any damage to or interference with the operation of facilities at the Property, the Building or the Premises no matter the cause of damage or loss.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under their respective seals as of the day and year first above written.

ATTEST:

HOWARD COUNTY ARTS COUNCIL, INC.

By:_____

Name: Mary K Baxter

Title: Deputy Director

Date: _____

TENANT:

By:_____

Name: _____

Date: _____

EXHIBIT D

Howard County Charter Section 901. - Conflict of interest.

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit of the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of more than nominal value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he or she receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his or her public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his or her office, or shall suffer such other penalty as provided by law. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he or she shall, on conviction, be

punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

Editor's note— An amendment to § 901(b) proposed by Res. No. 16, 1990 was approved at an election held Nov. 6, 1990, and became effective Dec. 6, 1990. Amendments proposed by Res. Nos. 122, 123, and 126, 1996 were approved at an election held Nov. 5, 1996, and became effective Dec. 5, 1996.

Howard County Code

Sec. 22.204. - Prohibited conduct and interests.

(a) Participation Prohibitions.

(1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:

(i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.

(ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:

a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;

b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;

c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;

d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;

e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or

f. A business entity that:

1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and

2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.

(2) A person who is disqualified from participating under paragraph 1. of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:

(i) The disqualification leaves a body with less than a quorum capable of acting;

(ii) The disqualified official or employee is required by law to act; or

(iii) The disqualified official or employee is the only person authorized to act.

(3) The prohibitions of paragraph 1. of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

(b) Employment and Financial Interest Restrictions.

(1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:

(i) Be employed by or have a financial interest in any entity:

a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or

b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or

(ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.

(2) The prohibitions of paragraph (1) of this subsection do not apply to:

(i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;

(ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;

(iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or

(iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(c) Post-Employment Limitations and Restrictions.

(1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.

(2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) Contingent Compensation. Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.

(e) Use of Prestige of Office.

(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) Solicitation and Acceptance of Gifts.

- (1) An official or employee may not solicit any gift.
- (2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.
- (3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:
 - (i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;
 - (ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;
 - (iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or
 - (iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.
- (4) (i) Subsection (4)(ii) does not apply to a gift:
 - a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;
 - b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or
 - c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.
- (ii) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:
 - a. Meals and beverages consumed in the presence of the donor or sponsoring entity;
 - b. Ceremonial gifts or awards that have insignificant monetary value;
 - c. Unsolicited gifts of nominal value that do not exceed \$20.00 in cost or trivial items of informational value;

d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;

e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;

f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;

g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or

h. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) *Disclosure of Confidential Information.* Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) *Participation in Procurement.*

(1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

(C.B. 50, 2011, § 1)