

## LEASE AGREEMENT

This **LEASE AGREEMENT** (this “**Lease Agreement**”) is entered into by and between the **CAPITAL REGION DEVELOPMENT AUTHORITY**, a public instrumentality and political subdivision of the State of Connecticut, pursuant to the provisions of Section 32- 600, et seq. of the Connecticut General Statutes, with an address of 100 Columbus Boulevard, Suite 500, Hartford, Connecticut 06103 (hereinafter the “**Lessor**” or the “**Authority**”) and [\_\_\_\_], a [\_\_\_\_] with an address of [\_\_\_\_] (hereinafter the “**Lessee**”).

### RECITALS:

A. Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, certain stall space commonly known as Unit No. [\_\_] in Building [\_\_] (the “**Building**”) [excluding the front and rear platforms] (the “**Leased Premises**”), located at “The Regional Market”, 101 Reserve Road, Hartford, Connecticut 06114 (the “**Property**”), on the terms and conditions contained herein for the Term (as defined below), unless the lease granted hereby is sooner terminated.

B. Lessor and Lessee desire to set forth their agreements with respect to the lease of the Leased Premises herein.

### AGREEMENT:

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

#### GRANT OF LEASE

1. Lessor hereby grants to Lessee a lease to occupy the Leased Premises for the purposes described in Section 6 hereof on the terms and conditions set forth herein. Lessor is authorized to enter into such a Lease Agreement pursuant to Connecticut General Statutes Section 32-602.

#### TERM

2. Lessor leases to Lessee the Leased Premises for a term (the “**Term**”) commencing on [\_\_\_\_] and continuing until \_\_\_\_\_, unless sooner terminated in accordance with the terms hereof. Notwithstanding the foregoing, the Lessor may terminate this Lease Agreement upon written notice to such effect delivered at least eight (8) weeks prior to the date of termination; provided that if Lessor so terminates this Lease Agreement, Lessor shall be required to reimburse the Lessee for (i) reasonable moving expenses, (ii) the reasonable costs of identifying a new location for Lessee’s business, and (iii) the unamortized portion of the costs of capital

improvements made by the Lessee to the Leased Premises after the date hereof, based on a full amortization of such costs over the initial scheduled Term.

### BASIC RENT

3. Lessee shall pay to Lessor a monthly basic rent during the Term at the rate of \$[\_\_\_\_\_], payable in advance (the “**Basic Rent**”). The first month’s Basic Rent shall be due upon the execution of this Lease Agreement. Thereafter Lessee shall pay the Basic Rent to Lessor or its designated agent on the first day of each month beginning [\_\_\_\_\_]. Lessee’s obligation to pay the Basic Rent is absolute and unconditional, without offset for any reason, whether relating to this Lease Agreement or any other arrangement between the parties. However, if the first day of the month is a non-business day (Saturday, Sunday or holiday), Lessee shall pay the sum to Lessor or its agent on the next business day. Lessee shall pay the Basic Rent due in the form of a certified check, money order or any other form of payment acceptable to Lessor. Lessee shall make payment to: **The Capital Region Development Authority** and shall deliver the Basic Rent sum to Lessor or its designated agent at the following address: **100 Columbus Boulevard, Suite 500, Hartford, Connecticut 06103**. Any Basic Rent payment not received within ten (10) days of each due date will be assessed an interest charge of one and a half percent (1.5%) per month (the “Default Rate”) of the amount due until fully paid.

### RELOCATION

4. Lessor may relocate Lessee to a different stall at the Property at any time for any reason; provided that if Lessee is relocated at the direction of Lessor, Lessee shall be entitled to the benefits of the Connecticut Uniform Relocation Assistance Act (Section 8-266 of the Connecticut General Statutes). In the event Lessor elects to relocate the Lessee to a new or different stall, Lessor shall use commercially reasonable efforts to give the Lessee at least eight (8) weeks prior written notice.

### USE

5. Lessee agrees that it will use the Leased Premises so as to comply with and not violate any federal, state and local laws, rules, and regulations (and shall obtain all required licenses and permits), including but not limited to Regulations of Connecticut State Agencies (RCSA) §§ 22-64 et. seq., and all codes, including but not limited to all building, fire, health and safety codes, executive orders, and/or requirements of the United States and the State of Connecticut, and any ordinance, rule or regulation of the City of Hartford, now or hereafter made, relating to the use

of the Leased Premises, and Lessee shall indemnify and save Lessor harmless from any fines, penalties or costs for violation of or noncompliance with the same (which indemnity obligation shall survive termination of this Lease Agreement). Lessee shall comply with the requirements, rules and regulations of Lessor relating to the Leased Premises, Property and Building in effect from time to time, including, without limitation, the Use and Operation Policy and Procedures attached hereto as Exhibit A, as such policies and procedures shall from time to time be amended and supplemented by Lessor in its reasonable discretion .

6. The Leased Premises are to be occupied only by Lessee. Lessee shall occupy the Leased Premises exclusively for the purpose of preparation and sale of produce, fruit, dressed poultry and meats, eggs, other food products, and other agricultural commodities, and for no other purpose whatsoever (unless approved in writing by the Lessor). Notwithstanding anything to the contrary, Lessee shall not use the Leased Premises for the slaughtering of poultry or livestock. In the event that Lessee requests approval from Lessor of any additional uses to be conducted in the Leased Premises, then the Lessor may require an additional or supplementary fee in addition to the Basic Rent.

#### ASSIGNMENT AND SUBLETTING

7. Lessee shall not sublease the Leased Premises or any portion thereof or assign any or all of its rights hereunder. Any such sublease or assignment shall be null and void.

#### CONDITION OF PREMISES

8. Lessee acknowledges that it has examined the Leased Premises and accepts them in their condition “**AS IS**” “**WHERE IS**” as of the date of this Lease Agreement, and without any representation or warranties whatsoever, and takes the Leased Premises without any obligation on the part of Lessor to make any alterations, repairs or additions to the Leased Premises or the Building or any site improvements. Lessor makes no guarantee as to the sufficiency of electricity, the life or efficiency of the mechanical systems or the nonexistence of asbestos, lead paint or other hazardous materials or substances at the Leased Premises, Property, Building or other grounds and property owned by the Authority and/or the State of Connecticut. Notwithstanding anything to the contrary herein, Lessee waives any right of recovery against Lessor and releases Lessor with respect to any loss or damage suffered by Lessee, including any damage to Lessee’s property, arising from or relating to this Lease Agreement or Lessee’s use of the Leased Premises, except if due to the gross negligence or willful misconduct of Lessor.

## UTILITIES AND OTHER EXPENSES

9. Lessee is responsible for obtaining its own utility (including any electric and HVAC) and telecommunication service and shall pay any and all utility or telephone charges incurred as a result of its occupancy at the Leased Premises to the providers of the utility services prior to the respective due dates; provided that water and sewer shall not be separately metered, and Lessor shall periodically bill Lessee its prorated share of water and sewer charges to the Property based upon Lessor's internal metering system. Lessee shall pay just bill within thirty (30) days of receipt. Lessor shall not be liable for any interruption or delay in any utilities or services.
10. In the event the Leased Premises are subject to taxation by the City of Hartford, Lessee shall be fully responsible for the payment of any and all such taxes during the Term. Failure to make timely payment of any such taxes shall constitute an Event of Default under this Lease Agreement.

## MAINTENANCE

11. Lessee shall, at its sole cost and expense, be responsible for the repair, maintenance and cleaning of the Leased Premises, including keeping the Leased Premises in a clean and sanitary condition, free from trash, rodents, vermin, pests and flammable material. Lessee shall perform or implement a rodent, vermin, and pest control program that is satisfactory to Lessor. Lessor shall not have any duty to perform any maintenance, repair, improvement or alteration to the Leased Premises for Lessee.
12. Lessee shall, at its own expense, keep the Leased Premises, including the platforms located at the front, and rear if applicable, of the Leased Premises in good repair and working condition at all times as determined by Lessor.
13. Lessee shall, at its own expense, provide its own dumpster or other waste receptacle(s) and shall have a contract in place for rubbish removal service within ten (10) days of execution of this Lease Agreement. Lessee shall have the rubbish emptied at least twice weekly. Lessee shall not have a garbage dumpster or waste receptacle with less than a six (6) cubic-yard capacity.
14. Lessee shall, at its own expense, remove snow and ice from the Leased Premises and exposed platforms areas within four (4) hours after the cessation of snowfall or after the formation of ice or within twelve (12) hours after snow or ice begins to

form, whichever is sooner. Regardless of the weather conditions, Lessee shall sand or use other suitable material to render the Leased Premises, exposed platforms, and other areas under Lessee's control safe.

15. With the exclusion of the exterior structure of the Building and its roof, Lessee shall pay the costs of all repairs, replacements, deterioration or damages to the Leased Premises in accordance with all applicable codes, including, without limitation, structural systems, heating, air conditioning, plumbing, electrical, fire alarm systems, floor surfaces, glass, ceilings and doors, within or servicing the Leased Premises. If Lessee fails to make such repairs or replacements within thirty (30) days after the occurrence of such damage, then Lessor may make the same at Lessee's cost. The cost of all repair or replacement work performed by Lessor under this Section shall be paid by Lessee to Lessor within thirty (30) days after Lessor has invoiced Lessee therefor, and interest shall accrue on such sum at the Default Rate beginning on such thirtieth (30<sup>th</sup>) day.
16. Lessee shall not allow any unregistered motor vehicle, truck, tractor or trailer or any motor vehicle, truck or tractor which is unable to be driven to remain on the Leased Premises or the surrounding Property. In addition to any other remedies provided by law or in this Lease Agreement, should any such motor vehicle, truck, tractor or trailer remain on the Leased Premises or any location of the Property, Lessor, upon Lessee's failure to remove the same promptly, may have the motor vehicle, truck, tractor or trailer removed from the Leased Premises at the sole cost and expense of Lessee, payable upon demand by Lessor, with interest at the Default Rate.
17. Lessor reserves the right to restrict, prohibit or otherwise limit parking within the Leased Premises and all areas over which Lessor retains control. Lessee shall not use the Leased Premises or the Property to store motor vehicle, tractor, trailer, truck or other like items without the prior written approval of Lessor.
18. Lessee shall not permit any mechanic's liens to be filed against the Leased Premises, the Property or the Building for any work performed, materials furnished, or obligation incurred by or at the request of Lessee, and shall cause same to be removed or, if acceptable to Lessor, bonded over, within thirty (30) days of notice to Lessee thereof.

#### ALTERATIONS

19. Lessee agrees to obtain the written consent of Lessor prior to making any alterations to the Leased Premises or to any part of the Property, which consent may be withheld

by Lessor in its sole discretion. Lessee shall not paint or install lighting or decorations, signs, window or door lettering, or advertising media of any type on or about the Leased Premises without the prior written consent of Lessor. Lessee shall obtain the Lessor's consent prior to installing any signage at the Building.

## SECURITY

20. Lessee shall promptly report all security incidents occurring in, on, or at the Leased Premises or the Property to the Lessor and to the local or State Police. The Property may be subject to video surveillance.

## INDEMNIFICATION

21. Lessee shall indemnify, defend and hold harmless Lessor and the State of Connecticut (the "**State**"), including any office, department, board, council, commission, institution or other agency or entity of the State, and their respective officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "**Claims**") arising, directly or indirectly, in connection with this Lease Agreement, including, but not limited to, acts of commission or omission (collectively, the "**Acts**") by Lessee or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom Lessee is in privity of oral or written contract (collectively, "**Lessee Parties**"); (2) liabilities arising, directly or indirectly, in connection with this Lease Agreement, out of Lessee's or Lessee Parties' Acts concerning its or their duties and obligations as set forth in this Lease Agreement; and (3) all damages, losses, costs and expenses, including, but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damages. Lessee shall reimburse the Authority for any and all damages to the real or personal property of the Authority caused by the Acts of Lessee or any Lessee Parties. The Authority shall give to Lessee reasonable notice of any such Claim. Lessee shall also use counsel reasonably acceptable to the Authority in carrying out its obligations under this Section. This Section shall survive the expiration or early termination of this Lease Agreement, and shall not be limited by reason of any insurance coverage. Lessee shall not be responsible for indemnifying or holding the Lessor harmless from any liability arising due to the gross negligence or willful misconduct of the Lessor or any other person or entity acting under the direct control or supervision of Lessor.

Lessee's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of this Lease Agreement, without being lessened or compromised in any way, even where the Lessee is alleged or is found to have merely contributed in part to the acts giving rise to the claims and/or where Lessor is alleged or is found to have contributed to the acts giving rise to the claims.

## INSURANCE

22. Lessee agrees, at its own expense, to maintain workers' compensation insurance as required by law and a policy or policies of Commercial General Liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000 for all damages arising out of bodily injuries to or, death of, all persons and injuries to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Fire Legal Liability. Certificates of insurance shall specifically indicate that the policies insuring Lessor include, without limitation, said liability coverage pertaining to any and all risks described herein. Said policy or policies shall name Lessor and Lessor's officials, agents and employees as a loss payee or an additional insured, as appropriate. Lessee's insurer shall have no right of recovery or subrogation against the Authority or the State of Connecticut and the described insurance shall be primary. Lessee shall provide Lessor with proof of insurance by furnishing a certificate of insurance (or, if required by Lessor, copies of policies) or other documentation acceptable to Lessor and providing proof that same shall not be canceled without thirty (30) days' prior written notice to Lessor. The proof of insurance shall be delivered to Lessor five (5) business days prior to the date Lessee takes possession of the Leased Premises and at least ten (10) days prior to each renewal date of said policies. If said policy expires prior to the expiration of this Lease Agreement, Lessee shall obtain insurance to cover the balance of the Lease Agreement and shall provide proof of such to Lessor prior to the expiration date of the existing insurance. The limits of coverage of such insurance purchased by Lessee shall not in any way limit, reduce or restrict Lessee's obligations under any provisions of this Lease Agreement.

(a) Lessee shall be responsible for maintaining insurance against all risk of loss to any of its improvements or betterments and its personal property and trade fixtures. All insurance hereunder shall be written on an occurrence basis as opposed to "claims made" basis.

(b) If a vehicle is used in Lessee's use or operation of the Leased Premises, automobile liability coverage shall be required in an amount not less than \$1,000,000 combined single limit per accident for bodily injury. Coverage shall extend to owned, hired and non-owned automobiles. If Lessee does not own an automobile, but one is used in the use or operation of the Leased Premises, only hired and non-owned coverage shall be required.

(c) Lessee shall maintain Workers' Compensation and Employers Liability coverage in compliance with the laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$300,000 Disease – Policy Limit, \$100,000 each employee.

(d) The insurance required hereunder shall be written with insurers licensed to do business in the State of Connecticut and which are rated A-(VIII) or better by the latest edition of Best's Rating Guide or, if not available, any generally recognized replacement therefor. Each policy of insurance required hereunder shall provide for a minimum of thirty (30) days prior notice of any cancellation or changes in coverage.

(e) Lessee shall be fully and solely responsible for procurement of insurance any and all costs and expenses associated with and thus shall pay any and all coverage deductibles and/or self-insured retentions.

(f) The limits of coverage of insurance purchased by Lessee shall not in any way limit, reduce or restrict the Lessee's obligation under any indemnification and save and hold harmless provisions stated in this Lease.

#### LIMITATION OF LESSOR'S LIABILITY

23. Lessor shall not be liable to Lessee for any failure, delay, or interruption in the performance of any terms, covenants or conditions of this Lease Agreement beyond the control of Lessor including without limitation: accidents, strikes, boycotts, labor disputes, the making of repairs, alterations or improvements to the Leased Premises, shortages of material, acts of God, sabotage, inability to obtain an adequate supply of electricity or other utilities, fire or other casualty, acts of the public enemy, injunction, riot, insurrection, war, court order, requisition or order of governmental authority or any other events or circumstances beyond Lessor's control (a "Force Majeure Event"). Lessee shall not be entitled to any damages resulting from a Force Majeure Event nor shall such Force Majeure Event relieve Lessee of the obligation to pay the Basic Rent, nor constitute or be construed as a constructive or other eviction of Lessee. Lessor shall not be liable to Lessee or to any person or entity for any loss or damage to any property or



injury to any person occasioned by theft or any Force Majeure Event. Lessor shall not be liable for damage to any property or injury to any person caused by Lessee's negligence, omission or misconduct or willful, wanton and intentional acts or caused by the Lessee's criminal conduct. Lessor shall not at any time be responsible for any damage to or loss or theft of Lessee's property on the Leased Premises or for any damage to or loss or theft of the property of, or injury to, Lessee's officers, agents, employees, invitees, Lessees, visitors, guests and clients.

#### SUBORDINATION

24. At the option of Lessor or any mortgagees, this Lease Agreement and Lessee's interest hereunder shall be subject and subordinate to any mortgage, deed of trust, ground or underlying leases or any method of financing or refinancing now or hereafter placed against the Property, and/or the Leased Premises, and/or the Building, and to all renewals, modifications, replacements, consolidations and extensions.

#### DEFAULT

25. If Lessee (a) Fails to pay any amount due Lessor hereunder after five (5) days' notice from Lessor that the same is past due; or (b) fails to adhere to the policies and procedures set forth in Exhibit A; or (c) fails to perform any other obligation of Lessee hereunder after thirty (30) days' notice from Lessor (except in the event of an emergency, in which case Lessor shall give reasonable notice under the circumstances), or (d) files or permits the filing of any petition or reorganization or the like under any insolvency or bankruptcy law, or the adjudication of it as a bankrupt, or makes an assignment for the benefit of creditors or consents to any form of arrangement for the satisfaction, settlement or delay of debt or the appointment of a receiver for all or any part of its properties, the same shall constitute an "**Event of Default**" hereunder.

#### LESSOR'S REMEDIES

26. If an Event of Default by Lessee occurs, Lessor has the right, then or at any time thereafter, to pursue any remedies, legal or equitable, to which Lessor may be entitled (including termination of this Lease Agreement), whether or not such remedies are mentioned in this Lease Agreement. Without limiting the preceding sentence, upon the occurrence of an Event of Default, Lessor may terminate this lease immediately upon notice to Lessee to such effect. Such termination shall not prevent Lessor from recovering any sums owed to it hereunder.

#### LESSEE'S ENVIRONMENTAL OBLIGATIONS

27. As used in this Section, the following terms shall have the following meanings:

**“Hazardous Substances”** shall mean explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health and/or the environment including, but not limited to, all materials, chemicals, or other substances defined as hazardous, hazardous waste, or toxic waste or otherwise regulated or controlled pursuant to any Environmental Law.

**“Environmental Law(s)”** shall mean any Federal, State and/or local laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements relating to human health and the environment, as now or at any time hereafter in effect including, but not limited to, Title 22a of the Connecticut General Statutes (including, but not limited to Connecticut Transfer Act, Conn. Gen. Stat. §§ 22a-134 et seq.), the Comprehensive Environmental Response Compensation and Liability Act, 42 USC § 9601 et. seq., the Resource Conservation and Recovery Act, 42 USC § 6901 et. seq., the Clear Air Act, 42 USC § 7401 et. seq., the Federal Water Pollution Control Act, 33 USC § 1251 et. seq., the Toxic Substances Control Act, 15 USC § 2601 et. seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 USC § 136, et. seq. and the Occupational Safety and Health Act, 29 USC § 651, et. seq.

a. Lessee shall comply strictly and in all respects with all of the applicable requirements of Environmental Laws.

b. Lessee shall not use any Hazardous Substance at, on, under, or about the Leased Premises except as such Hazardous Substance use is approved in writing by Lessor and in compliance with all applicable Environmental Laws.

c. Prior to Lessee’s use of any Hazardous Substance at, on, under, or about the Leased Premises, Lessee shall also obtain from the United States Environmental Protection Agency (“**EPA**”), the State of Connecticut Department of Energy and Environmental Protection (“**DEEP**”) and/or any other governmental agency all necessary permits for the use of such Hazardous Substance at, on, under, or about the Leased Premises.

d. All “Material Safety Data Sheets” and copies of Hazardous Substance permits from the EPA, DEEP and/or any applicable governmental agency shall be provided by the Lessee to Lessor prior to the commencement of the Term and from time to time thereafter upon the request of Lessor.

e. Lessee shall remediate at its sole cost and expense all Hazardous Substance contamination that is found to have occurred as the direct or incidental result of Lessee’s use of the Leased Premises and Lessee’s use of equipment and material at, on, under, or about the Leased Premises.

f. Lessee shall indemnify, defend, and hold harmless Lessor and its officers, employees and agents from and against any and all loss, cost, liability, injuries to person (including death), property or natural resources, damages, compensation, and expense, including without limitation, all claims, demands, penalties, actions, causes of action, suits, litigation, and attorney's fees and consultant fees, arising out of, attributable to, which may accrue out of, or which may result from (a) a violation or alleged violation of the Environmental Laws in connection with Lessee's use of the Leased Premises and use of Lessee's property, equipment and material, or (b) the disposal or alleged disposal of Hazardous Substances whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable, by Lessee, its officers, agents, employees, invitees, Lessees, guests, visitors, clients, and by anyone acting on behalf of Lessee.

g. All of Lessee's obligations under this Section 27 shall survive the term of this Lease Agreement or any other agreement or action including without limitation, any consent decree, order or other agreement between Lessee and the government of the United States or any department or agency thereof.

h. Although not defined as a Hazardous Substance for purposes of this Lease Agreement, Lessee shall comply with all applicable federal, state, and local laws and regulations associated with the use of any fuel oil, petroleum and petroleum products on the Leased Premises or anywhere at the Property and all provisions of Section 22 not specifically attributable to Hazardous Substances, including 21(a), (f), and (g), are applicable under this Lease Agreement.

#### ACCESS TO LEASED PREMISES

28. Lessee shall provide a spare key to the main entrance of the Leased Premises to Lessor within five (5) days of start of the Term. Lessor reserves the right to enter the Leased Premises at any time for any reason with prior notice given to Lessee; provided, that in the event of any emergency, Lessor shall have access to and the right to inspect the Leased Premises without prior notice.

(a) Lessor reserves the right to install, use and maintain pipes, ducts and conduits within walls, bearing columns, and ceilings of the Leased Premises, provided that no such pipes, ducts or conduits shall materially interfere with Lessee's use and occupancy of the Leased Premises. Any such work shall, to the extent possible, be done so as to minimize interference with Lessee, and shall only be undertaken after written notice to Lessee, except in emergencies, in which case, such written notice need not be given.

(b) Lessor reserves the right without incurring any liability therefor, to make such changes in or to the Building, and the fixtures and equipment thereof, as well as in or to the entrances, halls passages, elevators, stairways and grounds thereof, as it may deem necessary or desirable or as may be required by law so long as it shall not materially interfere with Lessee's business or use of the Leased Premises or prevent Lessee's access to the Leased Premises.

#### SURRENDER AND HOLDING OVER

29. At the expiration or other termination of this Lease Agreement, Lessee will surrender the Leased Premises in the same or improved condition as that existing at the beginning of the Term, except for reasonable wear and tear based upon good maintenance practices, approved alterations or additions and damage by casualty as provided by the terms of this Lease Agreement. Lessee shall deliver to Lessor the Leased Premises with all personal property and furniture removed, in broom-clean condition.

30. In the event that Lessee does not remove all of its trade fixtures, including all personal equipment and personal property from the Leased Premises by ten (10) days after the expiration or earlier termination of this Lease Agreement, Lessor, at its option, shall deem Lessee's failure to remove such property to be an abandonment, and title to such property shall automatically vest in Lessor at no cost to Lessor. If Lessor elects to remove and dispose of such abandoned equipment, improvements and property, Lessee shall reimburse Lessor for the cost of removal and disposition. Lessor shall have no liability to Lessee for Lessee's abandoned trade fixtures, including all personal equipment and personal property or the obligation to provide notice with reference to this provision.

31. If Lessee fails to vacate the Leased Premises at the end of the Term with the Leased Premises in the condition required hereunder, (a) Lessee shall pay Lessor a holdover Basic Rent monthly in advance at 150% of the Basic Rent for the Leased Premises as in effect at the end of the Term, (b) Lessee shall pay or reimburse Lessor for all direct damages suffered by Lessor as a result of Lessee retaining possession of the Leased Premises after thirty (30) days of holdover, (c) Lessor shall be entitled to enter the Leased Premises and remove all Lessee's personal property therefrom, such personal property to be stored by Lessor at Lessee's sole cost and expense, and (d) Lessor may change the locks or otherwise prevent Lessee from gaining access to the Leased Premises. The provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies of Lessor provided herein or at law.

#### CASUALTY/CONDEMNATION

32. If there is substantial damage to the Building or the Leased Premises or a taking by a governmental authority of a material portion of the Leased Premises, then either party shall have the right to terminate this Lease Agreement upon thirty (30) days prior written notice.

#### NOTICE

33. Notices from Lessor to Lessee shall be sufficient if hand delivered to Lessee, sent by recognized overnight courier, or placed with the United States Postal Service, certified mail, postage prepaid, addressed to Lessee at the address shown in this Lease Agreement, or such other address as Lessee shall indicate in writing. Notices from Lessee to Lessor shall be sufficient if hand delivered, sent by recognized overnight courier, or placed with the United States Postal Service, certified mail, postage prepaid, addressed to the Executive Director, Capital Region Development Authority, 100 Columbus Boulevard, Hartford, Connecticut, 06103, or such other address as Lessor shall indicate in writing. Notices shall be deemed received: (a) upon receipt if sent by personal delivery; (b) one business day after deposit with the overnight courier if sent by overnight mail with guaranteed next business day delivery; or (c) three (3) business days after deposit in the mail.

#### MISCELLANEOUS

34. This Lease Agreement may not be amended except by instrument in writing signed by Lessee and Lessor. No provision of this Lease Agreement shall be deemed to have been waived by Lessor unless such waiver is in writing signed by Lessor, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of Lessor to insist upon the performance by Lessee in strict accordance with the terms hereof. This Lease Agreement constitutes the entire agreement between Lessor and Lessee regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. This Lease Agreement is made and delivered within the State of Connecticut and shall be construed and enforced with the laws of the State of Connecticut. Should any term, covenant, condition, provision, sentence or part thereof of this Lease Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall, nevertheless, remain in full force and effect. Copies of this Lease Agreement submitted electronically (.pdf) and in counterparts shall be as effective as original signatures. This Lease Agreement nor any notice or memorandum hereof shall be recorded on the City of Hartford Land Records.

35. Notwithstanding anything to the contrary contained in this Lease Agreement, it is expressly understood and agreed that in no event is Lessor or any affiliate or agent of Lessor to have any personal liability whatsoever under this Lease except to the extent of Lessor's ownership interest in the Property and Building, and the Lessee shall have no right to enforce against Lessor or any affiliate or agent any personal judgment for any money damages, or otherwise, and agrees to look solely to the Property and Building in connection therewith.

36. Each of the parties to this Lease Agreement represents, warrants and agrees that it has had ample time to consider entering into this Lease Agreement and has had an opportunity to consult with counsel of its choice concerning this Lease Agreement prior to executing same. The rule that any ambiguity in a document shall be interpreted against the party drafting it shall not apply.

37. Intentionally Omitted

**38. LESSEE, FOR ITSELF AND ALL PERSONS CLAIMING THROUGH OR UNDER IT, HEREBY ACKNOWLEDGES THAT THIS LEASE AGREEMENT CONSTITUTES A COMMERCIAL TRANSACTION AS SUCH TERM IS USED AND DEFINED IN SECTION 52-278A OF THE CONNECTICUT GENERAL STATUTES, AND HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS WHICH ARE OR MAY BE CONFERRED UPON LESSEE BY VIRTUE OF SAID STATUTORY PROVISION TO ANY NOTICE OR HEARING PRIOR TO A PREJUDGMENT REMEDY.**

39. The Lessor and Lessee each waive any right to consequential, indirect or punitive damages (including, without limitation, lost profits) in the event of the default by the other, even if such damages were reasonably foreseeable.

#### NON-DISCRIMINATION PROVISIONS

40. References in this Section to "**contract**" shall mean this Lease Agreement and references to "**contractor**" shall mean Lessee.

(a) For purposes of this Section, the following terms are defined as follows:

- i. "**Commission**" means the Commission on Human Rights and Opportunities;
- ii. "**Contract**" and "**contract**" include any extension or modification of the Contract or contract;
- iii. "**Contractor**" and "**contractor**" include any successors or assigns of the Contractor or contractor;
- iv. "**Gender identity or expression**" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "**good faith**" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

- vi. "**good faith efforts**" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "**marital status**" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "**mental disability**" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "**minority business enterprise**" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n.

For purposes of this Section, the terms "**Contract**" and "**contract**" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor

union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States



or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this Section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Lessor and Lessee have executed this instrument as of the date first written above.

**LESSEE:**

[\_\_\_\_\_] ,  
a [\_\_\_\_\_]

By: \_\_\_\_\_

Name:

Title:

Dated: \_\_\_\_\_

**LESSOR:**

**CAPITAL REGION DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

Anthony L. Lazzaro Jr.

Deputy Director & General Counsel

Dated: \_\_\_\_\_

## EXHIBIT A

### USE AND OPERATION POLICIES AND PROCEDURES

#### Authority

**Capital Region Development Authority (CRDA)**

#### Subject

**CT Regional Market and Hartford Farmers' Market  
Use and Operation Policies and Procedures**

Enacted October 17, 2019

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### **Sec. 1-1. Welcome Letter**

Thank you for your interest in the Connecticut Regional Market and Hartford Farmers' Market! If you are a returning vendor, we'd like to welcome you back and also express our appreciation for all that you do to help make our market a profitable and fun place to be. If you're joining us for the first time, we'd like to welcome you to our family of hard-working, friendly vendors. You can count on us to do everything we can to help you get established so that you can successfully market your products to our ever-growing base of loyal customers.

Please read the Market policies. If you have any questions, please contact DoAG at 860 713-2521.

All vendor applications will be reviewed by the Authority or its designee and applicant will be notified if they are accepted to sell at the CT Regional Market. CRDA has the right to accept or deny any application.

### **Sec. 1-2. Market Description and Goals**

The Market is a 33-acre facility with over 185,000 square feet of warehouse and refrigerated space located at 101 Reserve Road in Hartford. It is the largest perishable food distribution facility between New York and Boston and consists of four distribution/warehouse buildings, one free standing restaurant, office space dedicated to real estate management, DoAG and related federal agricultural services, and a farmer's market pavilion. While promoting Connecticut Agriculture, the Market serves a dual customer goal by providing a facility for both retail and wholesale trade. At the present time, there are approximately twenty tenants employing approximately four hundred and fifty persons at the facility on a daily basis. The farmers market attracts nearly one hundred and fifty vendors on weekends throughout the spring and fall.

CRDA believes that the Market is well-positioned for short-term opportunities and longer-term growth. It is the Authority's objective to increase the self-sustainability of the Market by improving revenues and occupancy and by undertaking strategic capital investments. Further, it is the goal of CRDA to both encourage the growth of existing businesses in the Market as well as encourage the redevelopment and expansion of the overall Market facility by attracting new investment partnerships.

### **Sec. 1-3. Definitions**

The following terms shall have the following meanings, unless expressly stated otherwise:

- (a) Tenant: A corporation, partnership or individual to which the Authority is presently engaged in a lease agreement.
- (b) Authority: The Capital Region Development Authority (CRDA).
- (c) Vacancy: Any action by a tenant which the Authority deems to be termination or modification in use of premises including, but not limited to; quitting possession, violation of the Authority's lease terms, transfer of ownership, a change of company name or a significant underutilization of the leased premises.

- (d) Farmer: One who is actually engaged in growing farm products on land owned or leased by him.
- (e) Jobber: One who buys produce and agricultural products for resale on the market.
  - (f) Seller: Farmer, jobber or employee of farmer or jobber or other person selling produce or agricultural products on the market.
- (g) Farmer's market: Area at the regional market at Hartford set aside for farmers, jobbers and sellers to sell their produce and agricultural products.
- (h) Fee schedule: Fees established and published by CRDA.
- (i) Open stall: Area 12 feet by 30 feet designated by assigned numbers and marked off by lines, similar to a parking space.
- (j) Covered stall: An open stall adjacent to a covered public walk area.

#### **Sec. 1-4. Code of Conduct**

- (a) All persons and vendors must conduct themselves, at all times, in a professional and respectful manner with customers and fellow vendors.
- (b) Due to Health Department Rules, dogs are not allowed inside any vendor space. Customers are to have dogs leashed and under control. Use your discretion when dealing with them. Service animals are permitted, as long as they do not pose a health or safety risk. Again use your discretion.
  - (c) The CT Regional market is a smoke-free environment. No smoking or alcohol consumption allowed on the market grounds or buildings without the express authorization of the Authority or its designee.

#### **Sec. 1-5. Violation of Code of Conduct**

- (a) The Authority or its designee may deny or restrict any vendor or vendor's representative access to the market for failure to follow the state and local laws or the policies of the CT Regional Market. For egregious acts, as determined by the Authority, the Authority or its designee reserves the right to immediately issue a final warning with dismissal from market.
- (b) Problems, complaints or concerns may be directed immediately to XXXXXX. Complaints received by the market will be documented.
- (c) Policy violation offenses:
  - a. 1st offense: Initial verbal warning from Authority or designee.
  - b. 2nd offense: Written warning from Authority or designee.
  - c. 3rd offense: Final warning from Authority or designee with dismissal from market, at Authority's discretion.

#### **Sec. 2-1. Marketing hours and days**

The marketing hours and days shall be as fixed and posted by the Authority after taking into consideration the needs of the users of the market.

**Sec. 2-2. Use of marketing property restricted**

No person shall sell any products on any part of the market except from the part of the buildings or space leased by him or from railroad cars placed on the team tracks or railroad spurs on the market. No products shall be sold or delivered on any part of the market where both parties to the sale or delivery are non-tenants of the Authority. No product shall be delivered, deposited or stored on any part of the market by a non-tenant to be picked up by a non-tenant or his agent.

**Sec. 2-3. Refuse disposal by tenants**

Each person renting space in any building on the market, and the restaurant lessee, shall provide his own refuse containers of a type approved by the Authority, its employees or agents. Each such person, except office tenants, shall have all refuse removed from his premises and from the market property each business day at his own expense; provided, if arrangements are made by the Authority for the removal of such refuse, the cost shall be paid by the Authority and each such person shall pay to the Authority, his proportionate share of the cost as determined by the Authority.

**Sec. 2-4. Refuse disposal by others**

All persons other than those specified in section 2-3 using the market shall place all their refuse in containers provided for such purposes on the market by the Authority.

**Sec. 2-5. Tenants to keep premises painted and clean**

All tenants of buildings on the market shall keep their premises well painted (except for exterior), clean and well-swept, to the satisfaction of the Authority.

**Sec. 2-6. Drain clean-out baskets**

Clean-out baskets in the drains of each store unit shall be kept in place at all times except when being cleaned. No drain clean outs may extend outside of leased area or past an exterior wall.

**Sec. 2-7. Piling of goods on platform**

Each wholesale store lessee may pile goods in all areas on the truck side platform of his leased premises except overnight and in areas necessary for traffic purposes and as designated by the Authority.

**Sec. 2-8. Enclosure of platform by lessee**

Each such lessee shall have the right to enclose the platform in front of his leased premises, provided plans and specifications for such enclosure shall be approved by the Authority and provided the end doors of the enclosure shall be not less than nine feet in width, an alleyway of the same width running parallel with the store buildings shall be left open for the purpose of

traffic during the hours of business operation and the enclosed platform shall be maintained at all times to the satisfaction of the Authority.

**Sec. 2-9. Lessees to provide fire extinguishers**

Each wholesale store lessee and restaurant operator shall provide at his own expense, except as is hereinafter stated, a soda acid fire extinguisher of two and one-half gallon capacity for his leased premises. Each lessee occupying more than four store units shall provide at his own expense two such extinguishers for the leased premises. Each extinguisher shall be recharged annually with the date of recharging placed on the attached tag.

**Sec. 2-10. Peddlers to confine activities to leased stalls**

No servicing, arranging or discarding of products or containers by a retail fruit and vegetable peddler shall be made except at a stall space leased by him for the same.

**Sec. 22-11. Signs on exterior of leased premises**

Signs on the exterior of any leased premises shall be limited to such signs as are approved by the Authority. Signs should be an attractive and inviting display of their products.

**Sec. 2-12. Signs on doors of office tenants**

Office tenants may place the name of their firms or agencies on the window of the door leading to their leased offices, of a size, design and color as approved by the Authority.

**Sec. 2-13. Sanitary requirements for products**

All products sold on the market shall conform to the sanitary requirements of the federal and state statutes and to the health ordinances of the City of Hartford.

**Sec. 2-14. Products subject to Authority inspection**

All products offered for sale on the market shall be subject to inspection by the Authority.

**Sec. 2-15. Weighing of poultry**

Poultry offered for sale by weight shall be weighed in full view of the purchaser.

**Sec. 2-16. Testing of scales and measures**

All scales and measures to be used on the market shall have been tested and approved by the city or state sealer of weights and measures.

**Sec. 2-17. Hand trucks and conveyors to have rubber tires**

All hand trucks and all other types of moveable conveyors, used on the market, shall be equipped with rubber tires.

**Sec. 2-18. Forestalling prohibited**

Forestalling, such as intercepting a farmer or dealer before he reaches his leased stall space on the market with an offer to buy a part or all of his load, is prohibited.

**Sec. 2-19. Parking of vehicles and trailers**

The parking of any vehicles or trailers on the market during market hours shall be limited to such places as are designated by the Authority. No vehicles shall park on areas designated as emergency egress areas with painted lines. No vehicles or trailers except those owned by store lessees or sublessees or vehicles or trucks owned by others while in the process of loading or unloading goods or merchandise shall be parked on any part of the market at night. No unregistered vehicles or trailers shall be parked, stored or abandoned on any part of the market. No vehicles shall be placed for sale on any part of the market.

**Sec. 2-20. Speed limit**

The maximum speed of any vehicle on the market shall not exceed fifteen miles per hour.

**Sec. 2-21. Violation of traffic regulations**

Any violation of the vehicle, traffic and parking regulations may be sufficient cause for the removal of the operator and vehicle from the market by the Authority at owner's expense or the booting of vehicles at Authority's discretion and removal at owner's expense.

**Sec. 2-22. Travel at risk of operator**

All travel on roadways and in parking areas at the market is at the risk of the operator of the vehicle.

**Sec. 2-23. Removal of certain motor vehicles and trailer boxes from market property**

Any trailer box or other type of motor vehicle that, in the opinion of the Authority or its agents, is being used for any purpose other than over the road transportation, may be removed by the Authority at the owner's expense.

**Sec. 2-24. Transfer of leased property at the Connecticut regional market**

Any lessee of the Connecticut Regional Market at Hartford who has been discharged from performing his lease and has received consent from the Authority to cancel his lease, shall return said lease to said Authority, which shall have sole authority to dispose of said lease.

**Sec. 2-25. Leasing of stalls from the Authority**

It is the intent of the Authority to lease vacated stalls to new applicants and existing tenants in order to accommodate the interests of both established market tenants for expansion with those of outside businesses in need of new marketing opportunities and facilities. In its leasing of vacant stalls, the Authority may consider score values described in Section 22-27, which substantially contribute to the benefit of the market.

**Sec. 2-26. Reserved for Future Use**

**Sec. 2-27. Scoring factors of the Authority**

- (a) Diversity of food products within the market. (maximum 30 points).
  - (1) Food products marketed by the applicant will add to the overall diversity of commodities sold in the market. 10 points
  - (2) Business will improve the market. 10 points
  - (3) Applicant intends to distribute non-food articles.



- (4) Applicant plans to handle native-grown Connecticut products. 10 points
- (5)
- (b) **Financial History.** (maximum 30 points)
  - (1) Applicant has demonstrated a history of financial responsibility and indicates the likelihood of being a reliable, long-term tenant.
- (c) **Need of Applicant.** (maximum 15 points)
  - (1) Compelling need to expand. 5 points
  - (2) Extent that present facilities are being used. 5 points
  - (3) Physical obsolescence in present facilities. 5 points
- (d) **Intention of vacating tenant.** (maximum 15 points)
  - (1) Leasing to new applicant compatible with the business aims and transfer of physical and capital assets of the vacating tenant.
    - (e) **Expansion of existing tenants-location of vacancy.** (maximum 10 points)
      - (1) Contiguous stalls. 10 points
      - (2) Stall in same building. 5 points
      - (3) Stall not in same building. -5 points
    - (f) **Expansion of existing tenants-number of stalls presently occupied.** (maximum 10 points)

# OF STALLS OCCUPIED	10+	10	9	8	7	6	5	4	3	2	1
SCORE	0	1	2	3	4	5	6	7	8	9	10

**Sec. 2-28. Determination of lessees for vacant stalls**

(a) **Notice of Intent to Lease.** Any outside business or existing tenant desirous of leasing stalls as they become vacant shall file a notice of intent to lease vacant stalls with the Executive Director of the Authority and must renew such notice annually. When stalls become vacant, the Authority or their designee shall provide notice of such vacancy to all such persons. The Authority may post and advertise such vacancy throughout the State of Connecticut in major daily newspapers or online.

(b) **Application.** Any outside business or existing tenant shall apply to the Authority in writing on a form provided to the applicant by the Authority so that the Authority may score each applicant.

(c) **Scoring of Applicants.** The Authority shall consider all applications for vacant stalls and shall assess a score based on the scoring system in Section 27 of these regulations to each applicant for the vacant stall in question. The Authority shall choose the tenant from the top five scoring applicants.

(d) **Notification of Applicants.** The Authority shall notify all applicants of the Authority's action on the applications within thirty (30) days after choosing a tenant for the vacant stall(s) in question.

**Sec. 2-29. Setting of fees**

The Authority shall establish fees for open stalls, covered stalls and vehicle parking and shall post

the fee schedule in a prominent place at the market.

**Sec. 2-30. Stall space-farmer's market**

(a) No person renting stall space in the Farmer's Market shall sublet or assign any part thereof or shall use the same for any purpose other than loading, unloading, displaying and selling farm products within the white lines, established by the Authority as the boundaries. Vehicles parked over the lines will be charged for an extra stall, as set forth in the fee schedule.

(b) If a vehicle parking area is utilized for display and sales, vehicles must be moved and parked in an area designated by the Authority. Vehicles parked in the designated Farmer's Market area will be charged for an extra stall, as set forth in the fee schedule.

(c) Each stall rented is limited to one vehicle per stall. Parking of any other vehicles for any purpose by the seller will be charged the normal daily rate as set forth in the fee schedule. Any person dropping off products to sellers will be charged the normal daily rate as set forth in the fee schedule.

(d) Buying out of a seller's product does not give the buyer the right to remain in the seller's stall. The product must be moved to the buyer's stall or removed from the market.

(e) Any seller moving his stall without the approval of the Authority will be charged for an extra stall, per fee schedule.

(f) The Authority reserves the right to change, move or alter the location of the seller's stall if required for facilitating parking or alleviating traffic congestion.

(g) No person shall assign, sell or offer for sale any products on said market grounds until the required stall fee has been paid.

(h) Open-stalls shall be rented daily, weekly, monthly, semi-annually (Jan-June/July-Dec.) or annually. Covered stalls are rented by the full year or a four-month period (Nov-Feb/March-June/July-Oct).