

SOLICITATION FOR:

RFP # 26-27 Lease of Building Space at 191 Highland Ave “Armory”



CITY OF SOMERVILLE, MASSACHUSETTS

RELEASE DATE: 12/11/2025

QUESTIONS DUE: 2/25/2026 by 12PM EST

DUE DATE AND TIME: 3/11/2026 by 2PM EST

VIRTUAL INTRODUCTION AND Q&A: 12/18/2025 at 9:30 AM EST

SITE VISIT MEETING DATE AND TIME: 1/15/2026 at 4 PM EST

SITE VISIT MEETING DATE AND TIME: 2/3/2026 at 11 AM EST

Anticipated Lease Award Date	7/13/2026
Est. Lease Commencement Date	10/5/2026
Est. Lease Completion Date	10/4/2031
Renewal Years (If Applicable)	Five (5) year lease; or three (3) year lease with one (1) option to renew for a period of two (2) additional years.

DELIVER TO:

City of Somerville

Procurement & Contracting Services

Attn: Felisa Gárate

Senior Procurement Manager

fgarate@somervillema.gov

93 Highland Avenue

Somerville, MA 02143

1	General Information and Proposal Process	3
1.1	General Instructions.....	3
1.2	Proposal Schedule	4
1.3	Submission Instructions	5
1.4	Questions	7
1.5	General Terms	8
2	Scope of Work	12
2.1	Introduction	12
2.2	Specifications	13
2.3	Rule for Award	14
2.4	Estimated Tenant Selection Timeline	15
2.5	Evaluation of Proposals	16
2.6	Public Opening of Proposals	16
2.7	Minimum Requirements	17
2.8	Evaluation Criteria	17
2.9	Leased Areas.....	24
2.10	Price Proposal: Space Form	24
3	Proposer’s Checklist	26
4	Appendices	48
4.1	Appendix 1: Armory Floor Plan.....	48
4.2	Appendix 2: Space Form	75
4.3	Appendix 3: Minimum Requirements Form	78
4.4	Appendix 4: Documentation Examples for Financial Capacity and Operational Capacity Criteria	82
4.5	Appendix 5: Special Criteria for Performance Hall (1C)	84
4.6	Appendix 6: Special Criteria for Community Space.....	87
4.7	Appendix 7: Building Rules.....	89
4.8	Appendix 8: Commercial Lease	99
4.9	Appendix 9: Provisions Applicable to the Performance Hall	114

1 General Information and Proposal Process

1.1 General Instructions

Copies of the solicitation may be obtained by contacting the Procurement & Contracting Services Department on and after 12/11/2025 per the below-noted City Hall hours of operation.

City Hall Hours of Operation:

Monday – Wednesday	8:30 a.m. to 4:30 p.m.
Thursday	8:30 a.m. to 7:30 p.m.
Friday	8:30 a.m. to 12:30 p.m.

All Responses Must be Sealed and Delivered To:

Procurement & Contracting Services Department
City of Somerville
93 Highland Avenue
Somerville, MA 02143

It is the sole responsibility of the Proposer to ensure that the proposal arrives on time at the designated place. Late proposals will not be considered and will be rejected and returned.

Proposal Format:

Submit one (1) sealed proposal package; it must be marked with the solicitation title and number (RFP #26-27 Lease of Building Space at 191 Highland Ave “Armory”) and must be original.

In an effort to reduce waste, we discourage the use of 3-ring binders.

All proposals must include all forms listed in the Proposers Checklist (and all documents included or referenced in Sections 2.0 - 4.0). If all required documents are not present, the proposal may be deemed non-responsive and may result in disqualification of the proposal unless the City determines that such failure(s) constitute(s) a minor informality, as defined in Chapter M.G.L. c. 30B.

A complete Proposal must also include a cover letter signed by an official authorized to bind the Proposer contractually and contain a statement that the proposal is firm for one hundred and twenty (120) days. An unsigned letter, or one signed by an individual not authorized to bind the Proposer, may be disqualified.

The Proposer’s authorized official(s) must sign all required proposal forms.

The Space Form in Section 4.2 must be completed. No substitute form will be accepted unless otherwise stated. Pricing must remain firm for the entire lease period.

All information in the Proposer’s response should be clear and concise. The successful response will be incorporated into a lease as an exhibit; therefore, Proposers should not make claims to which they are not prepared to commit themselves contractually.

The successful Proposer must be an Equal Opportunity Employer.

The City of Somerville values a diverse workforce and believes it contributes to a work product and customer experience that best reflects the community in our city. Applicants are highly encouraged to include any certifications and documents that recognize the diversity of the Proposer’s work force, including ownership of the offering firm/organization, executive leadership, management, and employees proposed for the work in Somerville, including diversity of sub-consultants. Please use the supplier diversity form with supporting documentation to share your diversity data with the City.

1.2 Proposal Schedule

The following schedule is to inform respondents of the estimated timetable of this RFP response preparation and evaluation. Please note the following dates when preparing your response to the RFP. The City reserves the right to modify this schedule at its discretion; timelines will never shorten. Any modifications to this schedule will be communicated on the City’s website via addendum.

Activity	Dates
RFP Published	December 11, 2025
RFP Introduction and Q&A	December 18, 2025 9:30 AM – 10:30 AM
Site Visit	January 15, 2026 4:00 PM – 6:00 PM
RSVP Date	January 8, 2026 by end of day
Match-Making Mixer	January 15, 2026 5:00 PM – 7:00 PM
Permitting and Licensing Q&A Session	January 20 th , 2026 11:30 AM – 1:00 PM
Site Visit	February 3, 2026 11:00 AM – 1:00 PM
RSVP Date	January 30, 2026 by end of day
Questions Due to City	February 25, 2026 by 12:00 PM
Proposals Due to City	March 11, 2026 by 2:00 PM
Anticipated Interviews	April and May 2026
Recommendations/Selections (tentative)	May and June 2026
Notice of Award (tentative)	July 13, 2026

Site Visits and Workshops

Site Visits

In order to join any of the site visits, proposers must RSVP in advance, by the dates above, by emailing fgarate@somervillema.gov with the following information: visitor name and organization; number of

visitors to be in attendance; which units the visitors intend to tour. Timely RSVP allows for respectful advanced notice to existing tenants.

Virtual Introduction and Q&A Session

Join City staff on December 18th at 9:30 AM via Zoom to hear a brief introduction and presentation on this RFP. Potential proposers are encouraged to ask questions. Questions will be answered during the Zoom meeting, but will also be released via written addendum.

Introduction and Q&A Link

Join Zoom Meeting:

<https://us02web.zoom.us/j/82826957473?pwd=w23rHKRrz7JghKthlUO67yCsBhPn8G.1>

Meeting ID: 828 2695 7473

Passcode: 094063

Match-Making Mixer

Proposals which represent partnerships between multiple artists or organizations are allowed and encouraged. The in-person match-making mixer on January 15 at 5:00 PM at the Armory intends to make space for prospective proposers to seek partners. This session will not have live question response, but questions will be gathered for answering via a written addendum.

Permitting and Licensing Workshop

Join City staff on January 20th at 11:30 AM via Zoom to hear a brief presentation on permitting and licensing processes at the City. Potential proposers will be given the opportunity to ask questions, which will be answered during the Permitting and Licensing Workshop. All questions and answers will also be released via written addendum.

Permitting and Licensing Workshop Link

Join Zoom Meeting:

<https://us02web.zoom.us/j/88943231279?pwd=209ks1ps7UEOREgac85d5byo2N5KHg.1>

Meeting ID: 889 4323 1279

Passcode: 476036

1.3 Submission Instructions

Respondents must submit only **one** proposal package, either physically (in person or by mail) or online through Bidexpress.com. Do not submit both a physical and an online copy. **Submissions via email will not be accepted.** Please refer to the instructions below for detailed guidance on preparing and labeling your proposal package according to your chosen submission method.

Methods of Bid Submission

Bidders may submit bids in any of the following ways. All bids will be time-stamped and must be received no later than March 11th, 2025 at 2PM.

Late proposals will be rejected and unopened. Proposals responding to this RFP must include all required documents, completed and signed per the instructions and attached forms included in this bid package.

In-Person or Via Mail

Sealed proposal package can be delivered to City Hall (93 Highland Ave) by visiting in-person or through the US Postal Service or other delivery service (e.g. FedEx, UPS). Mailed proposals must be received at City Hall by no later than 2:00 pm on the due date. Mailed proposals that arrive after the due date, or after 2:00 pm on the due date, will be rejected and unopened, even if they are postmarked before the due date.

A sealed proposal package shall include one (1) original (printed/physical) and one (1) electronic copy. [Electronic copies are to be submitted on USB drives and are to be saved in Adobe Acrobat format. (“Read only” files are acceptable.)]

A sealed proposal package shall be labeled as RFP #26-27 Lease of Building Space at 191 Highland Ave “Armory” addressed to:

Felisa Gárate
Senior Procurement Manager
Procurement & Contracting Services
Somerville City Hall
93 Highland Avenue
Somerville, MA 02143

Online Via Bidexpress.com

BidExpress.com is an online bidding platform where bidders can submit all required documents. The fee to use this service is approximately \$50.00 unless your company has a subscription with BidExpress.

You can access the RFP package and forms via the City of Somerville BidExpress page at:

<https://www.bidexpress.com/businesses/33100/home>.

For any technical assistance while submitting the online proposal, please contact the BidExpress Customer support team at www.bidexpress.com.

Proposal Format

Each Proposal must include the following:

Cover Letter (1 Page)

The cover letter should demonstrate the prospective tenant’s understanding of the requirements related to the submission and summarize the prospective tenant’s qualifications and relevant experience. The letter should also address opportunities afforded to potential Armory Tenants, such as:

- How would your selection as a Tenant impact your organization?
- In what ways does this opportunity build your capacity to provide accessible artistic and creative programming or services to the community, particularly by, to, and for marginalized and underserved community members?
- How would your selection as a Tenant support the mission of the Armory?

The letter should be signed by an agent of the organization with legal authorization to enter into a binding agreement with the City of Somerville.

Minimum Requirements Form (3 Pages)

Fill in and submit the Minimum Requirements form in Section 4.3. This page limit does *not* include any supporting documentation required for the proof of ability to pay rent.

Space Proposal (1 Page)

After viewing the Somerville Armory Floor Plan in Section 4.1, please use the Space Form in Section 4.2 to denote which units you are bidding for, and at what rent. Bidders may not bid below the minimum rent but may choose to bid in excess of the minimum rent. Additionally, fill in the “desired term (length) of lease” section of this form. Please ensure that you have filled out all columns for the rooms you are proposing to occupy. You need not fill out information for rooms which you do not propose to occupy.

Proposal Narrative (Up to 5 Pages)

Detail your proposed use of space in the Armory. This section should also demonstrate whether and how you meet each of the evaluation criteria in Section 2.8. Please keep proposal narrative to a maximum of 5 pages. You may separately submit up to 8 supplemental materials as needed, outside of this 5-page restriction.

Any applications that do not include a proposal narrative or backup materials with which to judge advantageousness of a given evaluation criterion will be marked as “Not Advantageous” for that criterion.

If appropriate to the Proposer's application, also provide narrative and backup materials demonstrating advantageousness in the optional criteria in Sections 4.5 and 4.6. Any applications that do not include narrative or backup materials with which to judge advantageousness in either of the special criteria categories will be marked as “Not Advantageous” for that criterion. If you are applying to occupy the Performance Hall, you must include demonstration of advantageousness for the Performance Hall Special Criteria in Section 4.5.

Supplemental Materials (Up to 8 Items)

Submit supplemental materials as needed to support your narrative describing how you meet each evaluation criterion. Please include an index where you identify each of your supplemental materials and briefly summarize how it relates to your narrative. If you need to submit a video or other such materials, include a link and ensure that the link is publicly-accessible.

References

Please include references who may speak to the City regarding the proposer’s financial capacity as well as programmatic history. A reference form is included in Section 3, but an equivalent form may be used.

1.4 Questions

Questions are due: 2/25/2026 by 12PM EST

Questions concerning this solicitation must be delivered in writing to:

Felisa Gárate
Senior Procurement Manager
Somerville City Hall
Procurement & Contracting Services Department
93 Highland Avenue
Somerville, MA 02143

Or emailed to:

fgarate@somervillema.gov

Answers will be sent via an addendum to all Proposers who have registered as proposal holders. Proposers are encouraged to contact the Procurement & Contracting Services Department to register as a proposal document holder to automatically be alerted as to addenda as they are issued. It is the responsibility of the Proposer to also monitor the proposal portal on the City's website for any updates, addenda, etc. regarding that specific solicitation. The web address is:

<https://www.somervillema.gov/procurement>

Questions about this solicitation must be directed only to the Procurement office. This ensures that proposers have access to all questions asked, along with the answers to those questions. This will allow all proposers to be on equal footing and avoids the possibility of proposers being given contradictory answers. **If any proposer contacts City personnel, appointed officials, or elected officials outside of the Procurement & Contracting Services Department regarding this proposal, that proposer may be disqualified.**

The City will endeavor to answer questions in batches throughout the proposal period.

1.5 General Terms

Proposal Signature

A response must be signed as follows: 1) if the Proposer is an individual, by the individual personally; 2) if the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation (& with corporate seal) on a Certificate of Signature Authority form.

Time for Proposal Acceptance and City Lease Requirements

"Proposal opening" occurs when all proposal packages received are opened (physically, if received in print, and virtually if received via BidExpress) after the period for proposal submission has closed. Leases will be awarded within 120 days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the Proposer that is most advantageous and responsible. The Proposer's submission will remain in effect for a period of 120 days from the response deadline or until it is formally withdrawn, a lease is executed, or this solicitation is canceled, whichever occurs first. The Proposer will be required to sign a Lease, a sample

of which is included herein as Section 4.8 (with additional clauses in Section 4.9 if leasing the Performance Hall).

Holidays when City offices are closed are as follows:

New Year's Day	Martin Luther King, Jr. Day
Washington's Birthday	Patriots' Day
Memorial Day	Juneteenth Independence Day
Independence Day	Labor Day
Indigenous Peoples' Day	Veterans' Day
Thanksgiving Day	Thanksgiving Friday
Christmas Eve (half day)	Christmas Day

Please visit <https://www.somervillema.gov/departments/human-resources> for the City's most recent calendar. *Under State Law, all holidays falling on Sunday must be observed on Monday.

Unforeseen Office Closure

If, at the time of the scheduled proposal opening, the Procurement & Contracting Services Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal due date will be postponed until 2:00 p.m. on the next normal business day. Proposals will be accepted until that date and time. In the event of inclement weather, the Proposer is responsible for listening to the media to determine if the City has been closed due to weather.

Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. All proposers on record as having picked up the solicitation will be alerted via email as to the posting of all addenda. The City will also post addenda on its website (<https://www.somervillema.gov/procurement>). No changes may be made to the solicitation documents by the Proposers without written authorization and/or an addendum from the Procurement & Contracting Services Department.

Proposers must acknowledge that they have read all addenda when submitting their final proposal.

Modification or Withdrawal of Proposals, Mistakes, and Minor Informalities

A Proposer may correct, modify, or withdraw a proposal by written notice received by the City of Somerville prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in Section 1. Each modification must be numbered in sequence and must reference the original solicitation. After the proposal opening, a Proposer may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities may be waived, or the proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may

withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.

Right to Cancel/Reject Proposals

The City of Somerville may cancel this solicitation, or reject in whole or in part any and all proposals, if the City determines that cancellation or rejection serves the best interests of the City, including consideration of how separate proposals interact to form the most harmonious community of tenants possible.

Unbalanced Proposals

The City reserves the right to reject unbalanced, front-loaded, and conditional proposals.

Other Applicable Laws

In addition to applicable federal and state laws, the City has several ordinances that apply. Such ordinances include but are not limited to: [ordinance to safeguard vulnerable road users](#) [1], and [wage theft ordinance](#). Workplace safety is of paramount importance, and all proposers must certify that they will disclose any citations they may have received for OSHA violations.

[1] *The ordinance to safeguard vulnerable road users only applies when the proposer and/or its sub-operators use large vehicles in the City of Somerville to perform their work/operate their business.*

Notice and Certification Pursuant to Somerville Wage Theft Ordinance (as applicable)

Somerville's Wage Theft Ordinance would apply to anyone offering ancillary services that also requires the artist to employ others to assist. All Proposers, bidders, respondents have an affirmative duty to report to the Procurement & Contracting Services Department and provide a copy of any criminal or civil judgment, administrative citation, or final administrative determination, order, or debarment, relating to wage theft, against the proposer or any of its sub-operators entered within the five years prior to RFP submission.

If you are the successful proposer, you and any of your sub-operators have an affirmative duty to report any criminal or civil judgment, administrative citation, final administrative determination, order, or debarment against the proposer or any of its sub-operators while your lease with the City is in effect, within five business days of receipt.

You may not enter into a lease with the City if you have been either voluntarily or involuntarily debarred by the federal government, any agency of the Commonwealth of Massachusetts or any other state for the entire term of the debarment.

You may not use any sub-operator who has been debarred by the federal government or any state government during the period of that sub-operator's debarment.

You must post notices in accordance with M.G.L. c. 151 § 16 in a conspicuous location accessible to all of their employees in English and the primary language of the employee(s) at the particular workplace.

If not all employees would have reasonable access to the notice if posted in a single location, then you must inform the purchasing agent or other City Department of the number and location of postings in order to ensure that you provide reasonable notice to all of your employees.

As a condition of this RFP, the bidder (a.k.a. Proposer, respondent) hereby certifies that neither the bidder nor any of the bidder's sub-operators have been subject to a criminal or civil judgment, administrative citation, final administrative determination, order, or debarment resulting from a violation of M.G.L. c. 149, M.G.L. c. 151, or 29 U.S.C. § 201 et seq. within five years prior to bid submission.

In the alternative, the proposer hereby discloses a criminal or civil judgment, administrative citation, administrative determination, or debarment, within five years prior to RFP submission. Included with the proposal is a copy of the same, in addition to documentation demonstrating that all damages, fines, costs, and fees have been paid.

Disclosure of Beneficial Interests

Selected proposers will be required to submit a disclosure of beneficial interests to DCAMM, as required by M.G.L. c. 7C, § 38. No lease is valid until this form is filed with DCAMM.

2 Scope of Work

2.1 Introduction

The City of Somerville (“the City”) seeks proposals from qualified artists, arts-oriented businesses, and arts-focused non-profit organizations to lease space in the City-owned Somerville Armory located at 191 Highland Ave, Somerville (the “Armory”), for the purpose of creating a multi-tenant arts and cultural center. The proposed uses must provide arts-related benefits to the broader Somerville community and/or arts ecosystem.

The units available for lease at the Armory total 22,325 square feet, with individual units ranging from 140 square feet to 8,755 square feet (see Section 4.1 for more information).

The City intends to lease one or more individual units within the Armory to arts-focused entities for terms of either: five years; or three years with option to extend to five years. For each leased area, the selected tenant will, at its sole cost, build-out, operate, and maintain the leased area.

A lease agreement will be executed between the City of Somerville and proposers with the proposals considered most advantageous to the City of Somerville as determined by the Mayor and the Evaluation Committee. The Evaluation Committee will evaluate proposals by using only the criteria stated in this RFP. A sample lease can be found in Section 4.8, with additional clauses for the Performance Hall (1C) in Section 4.9.

Mission and Vision of the Armory Master Plan

[The Somerville Armory Master Plan](#) informs the tenancy and leasing process. The mission and Vision of Success will inform the decision-making of the Evaluation Committee and the Mayor.

Mission

The Mission of the Somerville Armory, its governing body, and the Master Plan is to protect and ensure the long-term vitality of the historic Armory property as an affordable and accessible public center for art, community, and culture.

Vision of Success

The Somerville Armory will serve as a successful public arts center by:

I. Focusing on Artists and Arts:

The Armory is a center for art, community, and culture where a broad range of arts programming is offered to the Somerville community. To encourage this, the Armory is also an affordable, stable, and supportive home for artists to focus on their work.

II. Nurturing Collaboration and Synergy:

Tenants and programs at the Armory are carefully chosen to produce a complementary but diverse range of activities. The Armory welcomes a broad array of creators, allowing for a mix of long-term tenancies and short-term or periodic rentals to meet different needs of artists and arts organizations.

III. Inspiring Community:

The Armory is a welcoming and inspiring place where visitors not only enjoy diverse arts and cultural programming but are also inspired to flex their own creative muscles.

IV. Supporting the Creative Life Cycle:

The Armory fosters artistic and cultural creativity at all levels and scales by users and visitors.

V. Making Clear and Community-Based Decisions:

The Armory remains flexible for the needs of the artistic community and the tenants. Decisions about the Armory's future are made through transparent and fair governance where neighbors are appreciated and engaged.

VI. Mitigating Conflict:

The Evaluation Committee considers noise impacts, building capacity, and other physical constraints when choosing tenants to minimize conflict, and should anticipate and address conflicting needs.

VII. Ensuring Financial Stability:

The Armory is a public asset of the City of Somerville. As such, its operation strives to generate revenue to maintain the property in a clean, comfortable and orderly manner.

Public Purpose Justification

This RFP is written to comply with M.G.L. c. 30B regulations for real property disposition with a public purpose. Tenating the Armory as a multi-tenant arts building serves a clear public good by advancing cultural enrichment, economic development, and equitable access to the resources necessary to sustain Somerville's arts ecosystem. By supporting diverse artistic practices and fostering community engagement through affordable artist workspaces across multiple disciplines, the building fulfills a public purpose aligned with the City's goals of cultural vitality, education, and inclusive access. Public benefit is further realized through artist-led programming (such as performances, workshops, open rehearsals, and community discussions) either presented on-site at the Armory or developed there and shared in other venues. The building's artistic use is further defined and reinforced through the [City's Zoning definitions of Arts and Creative Enterprise](#), which allows and encourages businesses related to arts production and related services as well as artist studios, education, exhibitions, and sales services of artists' goods to operate in the Armory.

To that end, weighing the advantageousness of each proposal based on the evaluation criteria is of the foremost importance in the review of proposals. As long as proposals meet the minimum rent(s) as stated in the Space Form in Section 4.2, proposed rent will only be considered after all content and evaluation criteria are weighed.

2.2 Specifications

Successful respondents will be a working artist, artist group, or operate an arts-focused business or non-profit that offers benefits to the larger arts and creative ecosystem of the city and region. This includes

but is not limited to art services that uplift the cultural ecosystem, present local music, visual arts, and performances, offer classes and workshops to the community, and offer space for artistic creation or rehearsal. Successful respondents will also be able to adhere to the draft building rules in Section 4.7. The building rules will be finalized and accepted once tenants are moved into the Armory building and can come to agreements on any required changes as a group.

Armory Tenants shall operate the Leased Area with their own staff and volunteers. Staff, volunteers, and other members of tenants shall not be considered employees of the City of Somerville.

Armory Tenants will be responsible for all operating costs of the Leased Area, including but not limited to, staffing and janitorial services of the Leased Area. The City of Somerville will be responsible for the maintenance of the structure of the Building, the Building systems, Common Areas, and the exterior grounds.

The City shall not be responsible for the programming or activities conducted within the leased area. The programming undertaken by the lessee shall not be interpreted as representing the views, opinions, or endorsement of the City. Furthermore, the City shall not exercise control over the lessee's programming, operations, or activities within the leased unit, provided that such programming complies with the terms of the lease and applicable laws and regulations.

The successful Respondent shall be responsible for all costs to occupy the leased area including, but not limited to: moving, furnishing, tenant fit-out, operating costs, labor, insurance, and any costs incurred in the preparation of this response.

The successful Respondent shall be responsible for following any and all rules set for the building and outlined in the lease agreement.

2.3 Rule for Award

Leases shall be awarded to the responsible and responsive proposers submitting the most advantageous proposal response, taking into consideration all evaluation criteria as well as price. Weighing the advantageousness of each proposal based on the evaluation criteria is of the foremost importance in the review of proposals, as well as considering how separate proposals interact to form the most harmonious community of tenants possible. As long as proposals meet the minimum rent(s) as stated in the Space Form in Section 4.2, proposed rent will only be considered after all content and evaluation criteria are weighed.

Multi-Tenant Arts Space

One award will be made per rentable unit. No rentable unit will be awarded to multiple proposers. The ultimate goal of the building is to be a multi-tenant arts space. As such, one tenant will not be awarded all units in the building, and the City reserves the right to limit the number of units awarded to an individual proposer. This policy is designed to ensure that tenancy reflects the diversity of the arts community and prevents scenarios where a small number of tenants occupy a disproportionate share of available space. The City aims to select a slate of tenants who represent a balanced and inclusive range of disciplines, cultural perspectives, and community uses within the building. The City particularly seeks

proposals from distinct or underrepresented disciplines, perspectives, or communities to strengthen the cultural and programmatic diversity of the Armory.

The City also reserves the right to make partial awards, by awarding only certain units proposed on the Space Form in Section 4.2. Awardee’s prioritization of units on said form will be taken into account.

Permitting, Zoning and Related Considerations

Proposers are expected to undertake an independent review and analysis of zoning, physical, and environmental conditions, required approvals, and other development and legal considerations applicable to the Premises. Acceptance of the proposal by the City does not constitute permit approval. No special consideration shall be given, and fees will not be waived.

Disqualification or Rejection of Proposals

The City reserves the right to accept no bids for any given unit, if no proposals seem advantageous. The City will disqualify or reject any proposals it determines to be unresponsive, including, but not limited to, the following: proposals determined to be non-responsive to any requirement of this RFP; proposals that fail to meet the Minimum Requirements listed in this RFP; proposals that are received after the submission deadline; and proposals in which the proposer misrepresents or provides demonstrably false information.

The leases will be awarded within one hundred and twenty (120) days after the proposal opening. The time for award decisions may be extended for up to 45 additional days by mutual agreement between the City and the most highly advantageous and responsible Proposers. The City reserves the right to cancel the solicitation, to reject any and all proposals, and to choose not to award any leases in the best interests of the City.

All proposals, including the price stated therein, submitted in response to this Request for Proposals must remain firm for one hundred twenty (120) days following the bid opening.

2.4 Estimated Tenant Selection Timeline

Activity	Dates
Proposals Due	March 11, 2026 by 2 PM
Proposal Review	March through June 2026
Notice of Award	July 13, 2026
Execution of Lease Agreement	July through September 2026
Lease Commencement Date	October 5, 2026

Should any of the selected finalists fail to enter into a lease with the City of Somerville on the terms set forth herein within ninety (90) days after award of the lease, the City reserves the right to award the lease to the next most advantageous proposer.

2.5 Evaluation of Proposals

Overview

All proposals received by the submission deadline will be reviewed, and those meeting minimum requirements will be evaluated further by the Somerville Armory Advisory Board (AAB) and City staff. The City reserves the right to involve an outside consultant in the selection process. All reviewers and evaluators will use the evaluation criteria below in section 2.8 to evaluate the responsibility and responsiveness of all proposals that already meet the Minimum Requirements. For each proposal, reviewers will assign a rating of Highly Advantageous, Advantageous, or Not Advantageous to each of the corresponding evaluation criteria. These criteria aim to ensure a well-balanced, collaborative, and functional multi-tenant environment at the Armory, and consider how each applicant fits within the building's ecosystem and supports the broader goals outlined in the Somerville Armory Master Plan.

There are two additional, optional criteria in Sections 4.5 and 4.6 for those who propose to use the Performance Hall (1C) and those who propose to create a community space, respectively.

The City may request additional information from the Proposers to ensure that the Proposer has the necessary resources to perform the required services. Both the Armory Advisory Board and City staff reviewers may choose to interview Proposers. If interviews will be conducted, the City will notify the Proposers, either by e-mail or telephone, of the date, time, and place for their interviews and any other pertinent information related thereto.

Final selection will be based upon the written evaluation of the information and materials required under the RFP and provided by the Proposers in their submissions, as well as any interviews, references, and supplemental, clarifying information requested by the City. The City will award the leases to the most responsive and responsible Proposers whose entire proposal, including price, is deemed to be the most advantageous and collectively will work together to meet the mission of the Armory.

The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met, including consideration of how separate proposals interact to form the most harmonious community of tenants possible.

When final awards are approved, the Chief Procurement Officer (CPO) and managing City department will then recommend that the Mayor submits the final awards, alongside the proposed leases for those awards, to the City Council for approval. The City Council reserves the right to reject proposed leases. The City will endeavor to notify all proposers in writing of its award decision within one hundred and twenty (120) days from opening of the proposals.

2.6 Public Opening of Proposals

All proposals submitted by the deadline will be opened and recorded in public, and all information contained in the proposals is public information.

Live RFP Opening Link

Join Zoom Meeting:

<https://us02web.zoom.us/j/85170662172?pwd=wHxyxEUV19lvdWTgiK8yA91Jhb4HZE.1>

2.7 Minimum Requirements

Minimum Requirements are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Minimum Requirements form in Section 4.3 and submit it with your completed proposal.** The City of Somerville will disqualify any response that does not meet the Minimum Requirements. A "No" response or a failure to respond to any of the following Minimum Requirements will result in disqualification of the proposal. An abbreviated version of the form can be found below:

Minimum Requirements	Yes	No
Proposer's primary purpose is an Arts & Creative Enterprise Use		
Proposer is not a political or religious organization		
Proposer has proof of ability to pay rent in the Armory. See Question 3 for further details.		

In order to provide verification of affirmative responses to the items in the Minimum Requirements Form, Proposer must submit written and supplementary information that details the general background, experience, and qualifications of the organization. Sub-operators, if applicable, must be also included

2.8 Evaluation Criteria

All proposers will be judged on a scale of 110 points. 100 points may be allotted based on review of the evaluation criteria below. 10 bonus points may be allotted based on judgment of the rent proposal form and the Community Space Special Criteria.

Proposers who are bidding on the Performance Hall will be judged on a scale of 125 points, with the inclusion of the above points plus 15 possible points based on judgment of the Performance Hall Special Criteria.

Mission and Vision Alignment: 25 Points

Alignment with the Armory's Vision for Success

This criterion assesses how well the applicant aligns with the overall vision and guiding values for the Armory as a vibrant, inclusive, and sustainable arts center. Mission and vision alignment can be demonstrated with documentation such as: vision and mission statements for the organization, alongside how those statements connect to the Armory's Vision for Success; descriptions of proposed programming and how those contribute to the Armory's Vision for Success; and more.

The Vision for Success includes:

- Focusing on Artists and the Arts
- Nurturing Collaboration and Synergy
- Inspiring Community Engagement
- Supporting the Creative Life Cycle (from incubation to presentation)
- Making Clear and Community-Based Decisions
- Mitigating Conflict in Shared Environments
- Ensuring Financial Stability and Operational Sustainability

Scoring:

- **Highly Advantageous: 25 Points**
The applicant clearly demonstrates alignment with 6 to 7 of the Vision for Success components. Their proposal reflects a holistic understanding of the Armory's mission and shows potential to actively support and enrich its values through their operations.
- **Advantageous: 15 Points**
The applicant meets 3 to 5 of the Vision components. They show a reasonable level of alignment, though with some areas needing further development or clarity.
- **Not Advantageous: 0 Points**
The proposal aligns with fewer than 3 of the Vision components. It does not demonstrate a clear understanding of or commitment to the broader values and goals guiding the Armory's future.

Facility Alignment: 25 Points

Alignment with the Armory's Facilities and Multi-tenant Use

This criterion evaluates how well the applicant's proposed use aligns with the physical spaces of the Armory and the needs of a multi-tenant arts facility. It considers whether the applicant's operations will introduce potential conflicts, such as overuse of shared infrastructure or incompatibility with other tenants. Facility alignment can be demonstrated via descriptions of the physical requirements for the proposed programming. Include the space use plan and type of equipment, tools, and resources the proposer plans to bring and use for programming (including equipment as well as fit-out). Note any improvements to the unit that you would fund. Consider parking load based on your programming. This may include notices such as: heavy machinery; noise requirements; foot traffic; fumes; high temperature requirements; and more.

Key considerations:

- Does the proposed use align with the specific unit selected?
- Does the proposed use contribute to a collaborative, mutually supportive environment?
- Could the proposed use cause disruptions, facility strain, or scheduling conflicts?
- Will the proposed use result in disproportionate wear and tear on the building?

Operational logistics, such as those below, will also be considered:

- Noise levels and sound bleed between units
- Public foot traffic and visitor flow
- Hours of operation and potential overlap/synchrony with others

- Space demands, including overflow areas, waiting space, and common area usage
- Willingness to coordinate shared use of resources or space
- Contribution to the building's overall functionality and positive working environment

Scoring:

- **Highly Advantageous: 25 Points**

The proposed use is a strong match for the selected unit and integrates seamlessly with the building's infrastructure and other tenants. The applicant's operations are likely to *minimize negative impacts* such as noise, congestion, or damage to the facility.

- **Advantageous: 15 Points**

The proposed use is generally compatible with the selected unit and the building. While the operations may not significantly enhance other uses, they are *unlikely to cause conflict* or have a serious impact. Any potential issues can likely be managed through coordination.

- **Not Advantageous: 0 Points**

The proposed use appears *incompatible* with the selected unit and/or the multi-tenant nature of the facility. It may introduce potential *conflicts, disruptions, or excessive facility strain*, and does not show clear consideration for collaborative use or shared resources.

Community Benefit: 20 Points

This criterion evaluates the applicant's demonstrated ability to provide community benefit. Armory tenants should represent a diversity of arts and services and have a strong emphasis on public access. In order to evaluate on this criterion, proposers should describe what community they serve and share documentation of how they are serving and benefitting said community. Community benefit may be demonstrated by showing a track record of providing opportunities in the areas of artist production, artist studios or workspaces, arts education, and performance arts that also enhance access to the arts for under-served populations or offer artistic opportunities that are unique or underrepresented.

Key considerations:

- What community does the applicant serve, and what role do they serve in? How would the applicant serve this community with tenancy in the Armory in particular? How does tenancy at the Armory support the tenants' provision of community benefit in Somerville?
- What opportunities does the applicant offer for the public to access their services?
- What steps is the applicant taking to enhance access to the arts for underserved populations?
- Does the applicant offer a niche or underrepresented art service?
- What experience does the applicant have in serving diverse or underserved communities – including those in art fields?

Scoring:

- **Highly Advantageous: 20 Points**

The applicant presents a strong, well-documented history of providing measurable community benefit. In their proposal, the applicant defines the community to be served, demonstrates that the defined community is underserved in Somerville or the Greater Boston area, and demonstrates the methods by which they will enhance access to the arts for this community. Community impact is central to their mission and operations, with specific strategies for inclusive access and long-term sustainability.

- **Advantageous: 10 Points**

The applicant shows some experience and planning for community benefit. Definitions of community and underserved nature are only moderately clear. Some areas may need further clarification or development, but the organization shows a general alignment with community-serving goals.

- **Not Advantageous: 0 Points**

The applicant provides limited or vague information about community benefit. There is insufficient evidence that their programming will significantly or reliably meet community needs. The applicant presents limited or no definition of community to be served, as well as limited or no demonstration that the community identified is underserved.

Financial Capacity: 10 Points

This criterion assesses the applicant's financial stability and the viability of their business model to ensure they can sustain their operations within the Armory over the lease term. See Section 4.4 for documentation examples.

Key considerations:

- Does the applicant demonstrate a track record of financial stability?
- Does the applicant demonstrate a clear and viable business model that supports long-term sustainability?

Scoring:

- **Highly Advantageous: 10 Points**

The applicant presents a well-developed, sustainable business model with clear revenue streams, realistic budgeting, and a solid track record of financial management. Financial documentation (e.g., budgets, funding sources, current or past financial statements) supports their capacity to meet obligations and continue operations over time. If the applicant has a current commercial lease, they submitted proof of full rent payment for the last six months.

- **Advantageous: 5 Points**

The applicant shows a generally sound business model, with reasonable financial planning and the capacity to sustain their activities. There may be minor gaps or areas needing further clarification, but no significant concerns regarding viability.

- **Not Advantageous: 0 Points**

The applicant lacks a clearly defined or sustainable business model. Financial plans are underdeveloped, unclear, or unrealistic, raising concerns about their ability to meet space use commitments or operate consistently over time. If the applicant has a current commercial lease, but they did not or cannot submit proof of rent payment for the last six months.

Operational Capacity: 10 points

This criterion evaluates the applicant's operational capacity to deliver their proposed services effectively and sustainably. See Section 4.4 for documentation examples.

Key considerations:

- Does the applicant have the infrastructure, systems, leadership, staffing, governance, and planning in place to uphold their proposed programming over time?

Scoring:

- **Highly Advantageous: 10 Points**
The applicant demonstrates clear operational capacity—paid staffing, leadership, systems, and experience—to deliver on their proposal.
- **Advantageous: 5 Points**
The applicant appears capable of delivering proposed services by having at least basic organizational infrastructure in place.
- **Not Advantageous: 0 Points**
The applicant has not clearly demonstrated their organization’s capacity to manage programming or experience to follow through with the proposed goals.

Supplier Diversity – Led: 5 Points

This criterion recognizes the value of equity, representation, and inclusion in tenant selection. Priority is given to applicants who demonstrate leadership by individuals who identify as a member of one of the populations specified by the [Commonwealth Supplier Diversity Office](#). This criterion may be demonstrated via documentation such as biographies of leaders in the organization as well as vision, mission, or programmatic statements for the organization.

Scoring:

- **Highly Advantageous: 5 Points**
The organization is led or co-led (e.g., Executive Director, Artistic Director, or equivalent) by individuals who identify as a member of one of the specified populations. The organization additionally demonstrates a clear commitment to equity through its staffing, governance, programming, or partnerships.
- **Advantageous: 2 Points**
The organization demonstrates a clear commitment to equity through its staffing, governance, programming, or partnerships, even if not directly woman- or minority-led.
- **Not Advantageous: 0 Points**
The organization does not demonstrate inclusive leadership or a significant equity-focused mission.

Commitment to Collaboration: 5 Points

This criterion assesses the applicant’s history and willingness to engage in collaborative practices, particularly within a multi-tenant arts facility. The Armory’s success depends on tenants who contribute to a shared culture of communication, resource-sharing, and mutual support. This may be demonstrated via Memoranda of Understanding (MOUs) between partners in the application or letters of support from partners and target audience members to provide evidence of commitment to collaboration.

Key considerations:

- Has the applicant demonstrated the willingness and ability to be collaborative in nature in conducting its current arts operations and programs in ways that would also foster collaboration as part of the Armory's tenant roster?
- Is there potential for collaboration and synergy with other tenants, and if so, how?

Scoring:

- **Highly Advantageous: 5 Points**

The applicant has a strong, demonstrated history of meaningful collaboration with other organizations or artists. Their proposal includes clear intentions or mechanisms for ongoing engagement, shared programming, or mutual support within the Armory community. They show enthusiasm for contributing to a cooperative environment. Proposal shows thoughtful consideration of shared space use, minimal impact on others, and strong potential for synergy or collaboration.

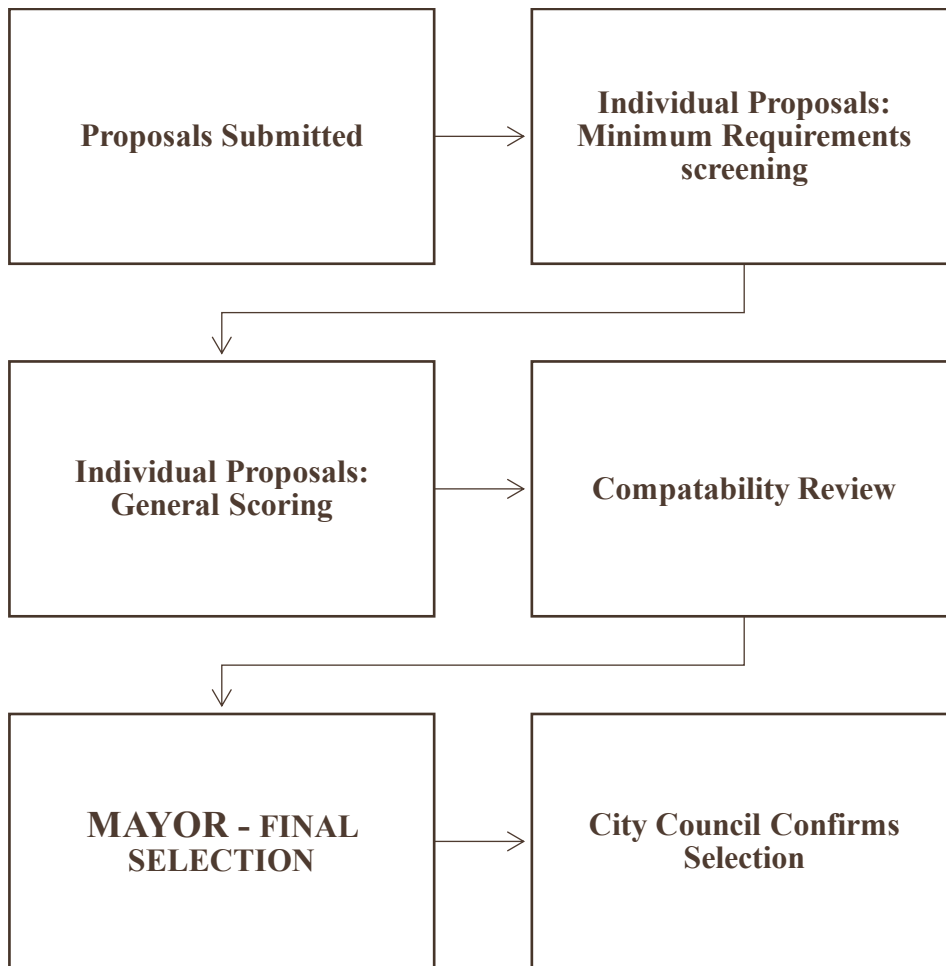
- **Advantageous: 2 Points**

The applicant has some prior collaborative experience and expresses a willingness to work with others. While specific strategies may be limited or less developed, there is a reasonable expectation that they will be a constructive and respectful participant in a shared facility. Proposal appears generally compatible with others, with minor concerns that could likely be resolved through coordination.

- **Not Advantageous: 0 Points**

The applicant provides little or no evidence of collaborative experience and does not demonstrate a clear commitment to working with other tenants. Their operations may appear insular or incompatible with a multi-tenant, cooperative arts space. Proposal presents notable concerns (e.g., disruptive noise, conflicting hours, significant wear, or insular practices) that may impact the shared use and collaborative spirit of the building.

Evaluation Process:



Scoring Example:

An artist submits a proposal to lease Unit B2 (see Section 4.1) as a digital media studio:

1. PCS determines the proposal is complete and meets the minimum requirements, and forwards it to the reviewers.
2. The reviewers grade the B2 proposal according to the evaluation criteria:
 - a. Mission and Vision Alignment – **25 points** (25 max.)
 - b. Facility Alignment (Alignment with the Armory’s Facilities and Multi-tenant Use) – **25 points** (25 max.)
 - c. Community Benefit – **20 points** (20 max.)
 - d. Financial Capacity – **10 points + 2 bonus points** (14 max.) – *The applicant proposes to lease Unit B2 for \$18.65/sf per year, 65 cents above the Minimum Annual Rent + Fee listed in Form 1. This earns the proposal 3 bonus points for evaluation.*

- e. Operational Capacity (Ability to deliver proposed services effectively and sustainably) – **10 points** (10 max.)
 - f. Supplier Diversity (Led by one of the populations specified by the [Commonwealth Supplier Diversity Office](#)) – **5 points** (5 max.)
 - g. Commitment to Collaboration – **5 points** (5 max.)
3. The proposal for B2 does not require review for additional Performance Hall or Community Space criteria, and does not earn Bonus Points for serving as a Community Space.
 4. The proposal for B2 is the highest scoring submittal for the space. Reviewers now assess how well it will coexist with top selections for other spaces in the Armory as an artistic community.
 5. Reviewers determine the proposal for B2 will be harmonious with other top proposals in the Armory. It is recommended to the Mayor for selection.
 6. The Mayor reviews the recommended proposal for B2 and selects it for lease negotiations. It is forwarded to the City Council for confirmation.
 7. The City Council confirms the selection of the proposal for B2.

2.9 Leased Areas

The Leased Areas are an indicated portion of the building located at 191 Highland Ave. The possible Leased Areas includes 21 units totaling approximately 22,325 square feet. The possible Leased Areas are shown on a floorplan located in Section 4.1. The Property currently includes parking areas, and the tenants will have the shared use of 44 spaces in the rear Parking Lot. Tenants will also have access to the public loading zone spaces at the front of the Building along Highland Ave. The tenant will have the right to exclusive use of their Leased Area, and the right to use, in common with others, the hallways, corridors and lavatories in the building and the walkways and driveways on the Property (the “Premises”).

The City of Somerville is providing information suitable to making an informed decision on the suitability of the Premises. The City, however, makes no representations or warranties, either express or implied, that the Premises comply with the zoning bylaws of the City of Somerville, that the Premises can be used for any particular use or purpose, or about the condition of the Premises. See Section 2.3 for further information on permitting, zoning, and related considerations.

The possible leased areas are outlined in this section. Proposers should prioritize their proposed units utilizing the Space Form in Section 4.2. More information on the context and history of the building can be found in the [Armory Master Plan](#), and floor plans can be found Section 4.1. Proposers are encouraged to attend site visits to see the units they are interested in.

2.10 Price Proposal: Space Form

Fill out and submit the Space Form in Section 4.2. The instructions listed below are also available at the top of the form.

The rates in this form reflect the annual rent for a given space for the first year, in terms of dollars per square foot of area and the rate per space on the proposer’s space form, if the bid is accepted and

awarded, shall be the “Base Rate”. The Base Rent will increase by 4.75% each year. A Common Area Maintenance (“CAM Fee”) will also be charged and may be subject to change based on services provided. The City reserves the right to charge a Common Area event cleaning fee.

Applicants should only fill out rows F, G, and H for particular spaces on which they wish to bid, and all three columns (F, G, and H) must be completed for rooms on which they bid.

Applicants may bid up to \$2.00 per square foot over the Minimum Annual Rent and Fee listed for a given space. Bonus points will be awarded to proposals posting bids above Minimum Annual Rent + Fee according to the following schedule:

Bonus Point Schedule for Bids Over Minimum Annual Rent and Fees for Armory Spaces

Additional Bid Amount:	+ \$.01-\$.19/sf	+ \$.20-\$.49/sf	+ \$.50-\$.99/sf	+ \$1.00-\$1.49/sf	+ \$1.50-\$2.00/sf
Bonus Points:	+0 point	+1 point	+2 points	+3 points	+4 points

Applicants may not place a bid BELOW the Minimum Annual Rent + Fee listed in Column E for a particular space.

The City reserves the right to make partial awards for only some of the spaces proposed on this form, considering an applicant’s prioritization of spaces listed in Column H. Applicants bidding on multiple units should rank their chosen spaces in order of priority in Column H, with "1" being the highest priority.

An Annual CAM (common area maintenance) fee of \$1.50/sf, listed in Column D, will be charged for all leasable spaces in the Armory. **Please include this fee when completing Column F for all desired spaces.**

Example: An applicant wishing to bid on Unit 3B must complete Column F with an amount equal to or greater than \$24.00/sf, the Minimum Annual Rent + Fee for that space in Column E. Bids of \$24.00/sf or \$26.00/sf would be acceptable in this case, but a bid of \$23.00/sf would NOT be acceptable.

3 Proposer's Checklist

Please ensure all documents listed on this checklist are included with your proposal. Failure to do so may subject the proposer to disqualification.

Required Documents to Submit

- ☐ Cover Letter (1 Page)
- ☐ Acknowledgement of Addenda
- ☐ Minimum Requirements Form
- ☐ Supporting Documentation for Proof of Ability to Pay Rent
- ☐ Price Proposal: Space Form (1 Page)
- ☐ Proposal Narrative (Up to 5 Pages)
- ☐ Supplemental Materials (Up to 8 Items)
- ☐ References
- ☐ Certificate of Non-Collusion and Tax Compliance
- ☐ Disclosure of Beneficial Interest
- ☐ Certificate of Signature Authority (if applicable)
- ☐ Supplier Diversity Form (optional)
- ☐ Vulnerable Road Users Ordinance (if applicable)
- ☐ W9

Reminders: Did you demonstrate how you meet the following evaluation criteria?

- ☐ Mission and Vision Alignment
- ☐ Facility Alignment
- ☐ Supplier Diversity
- ☐ Community Benefit
- ☐ Financial Capacity
- ☐ Operational Capacity
- ☐ Commitment to Collaboration
- ☐ Contribution to a Diverse Tenant Mix

_____ OPTIONAL: Special Criteria for Performance Hall (1C)

_____ OPTIONAL: Special Criteria for Community Space

Required with Lease, Post Award

_____ Certificate of Good Standing (will be required of awarded Vendor if entity is a corporation; please furnish with proposal if available)

_____ Insurance Specifications (Will be required of awarded Vendor; furnish sample certificate with proposal, if possible. Insurance requirements will vary depending on proposer's proposed use. See Appendix 8 for further details on insurance requirements.)



Certificate of Authority (Corporations Only)

Instructions: Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

(Insert Full Name of Corporation)

2. I hereby certify that the following individual _____
(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected _____ of said Corporation.
(Insert the Title of the Officer in Line 2)

3. I hereby certify that on _____
(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:**

Signature: _____
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: _____

Printed Title: _____

Date: _____
(Date Must Be on or after Date Officer Signed Contract/Bonds)



**Certificate of Authority
(Limited Liability Companies Only)**

Instructions: Complete this form and sign and date where indicated below.

1. I, the undersigned, being a member or manager of

_____,
(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: _____.

3. The LLC is managed by (**check one**) a Manager or by its Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

<u>Name</u>	<u>Title</u>

5. **Signature:**_____

Printed Name: _____

Printed Title:_____

Date: _____

REFERENCE FORM

Bidder: _____

BID#/ Title: RFP 26-27 Lease of Building Space at 191 Highland Ave "Armory"

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Email: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Email: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Email: _____

Description and date(s) of supplies or services provided: _____



Non-Collusion Form and Tax Compliance Certification

Instructions: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: _____
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

____ Lessor/Landlord

____ Lessee/Tenant

____ Seller/Grantor

____ Buyer/Grantee

____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):

☐

NONE

NAME:

POSITION:

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER



SOMERVILLE SUPPLIER DIVERSITY CERTIFICATION FORM

Background

The City of Somerville is an equal opportunity employer and encourages businesses to apply to work with the City that are representative of the City's diverse community. In an effort to increase the opportunities for disadvantaged and small businesses within Somerville and surrounding communities, the City recognizes Massachusetts' Operational Services Division's Supplier Diversity Office certification program.

Application Process

Applicable parties may learn more about the Commonwealth's supplier diversity certification process and apply here <https://www.mass.gov/supplier-diversity-office>. During the certification process, which takes approximately 30 days, the SDO investigates applicant companies to make sure they meet applicable legal requirements. Under SDO regulations, the applicant firm must prove it is at least 51% owned and dominantly controlled by adult minority, women, Portuguese, or veteran principals who are U.S. citizens or lawful permanent residents. Firms also must be ongoing and independent.

Certifications

Check all those that apply:

- ☐ **Minority Business Enterprises (MBE)**
- ☐ **Women Business Enterprises (WBE)**
- ☐ **Veteran Business Enterprises (VBE)**
- ☐ **Portuguese Business Enterprises (PBE)**
- ☐ **Other** _____

The undersigned certifies that the applicant has received certification from the Massachusetts Supplier Diversity Office for the SDO category/categories listed above and has provided the City of Somerville with a copy of the SDO certification letter.

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor: _____

Date: _____



SOMERVILLE ORDINANCE TO SAFEGUARD

CITY OF SOMERVILLE CODE OF ORDINANCES ARTICLE VIII, SEC. 12-117 et seq.

VULNERABLE ROAD USERS

Prospective contractors must familiarize themselves with the City of Somerville's Ordinance to Protect Vulnerable Road Users. The full text of this local law can be found [here](#).

1. **Request for Inspection:** Inspections are conducted on Thursdays from 4pm-7pm at the Somerville Department of Public Works, located at 1 Franey Road. Each inspection takes approximately 20 minutes.
 - a. Any vendor covered by this Ordinance shall complete an inspection request form and email it to fleetinspections@somervillema.gov.
 - b. Please submit request form no later than 3pm on the Tuesday before the requested inspection date.
2. **Fee:** The fee for the initial inspection is \$100. The fee for a renewal inspection (every two years) is \$50.
 - a. Payment of the fee is due upon scheduling of the inspection. The fee can be paid via check or credit card. Checks should be made out to the City of Somerville and include the vendor's phone number.
3. **Approval:** Vehicles inspected and approved by the Fleet Division will have an inspection approval sticker affixed to the windshield of the vehicle. A copy of the inspection report and certificate of inspection shall be issued to the vendor.
 - a. Inspection stickers are not transferable.
 - b. Any major overhaul of safeguard equipment shall be required to be re-inspected.
4. **Rejection:** If a vehicle is rejected for failing to comply with any of the technical specifications outlined in the ordinance, it shall be corrected and henceforth re-inspected within 30 days at no additional fee.
 - a. If a second inspection results in a rejection, a fee of \$50 will be required for any subsequent inspections.
 - b. Any vendor who fails to comply within 60 days of their first inspection may be subject to having their contract cancelled.
5. **Questions:** Please direct questions about vehicle inspections to Department of Public Works, at: fleetinspections@somervillema.gov or call 617-625-6600 ext. 5100

Acknowledgement

In accordance with Sec. 12-119 "Requirements" in the Ordinance, bidders must sign the following:

Unless certified that the Ordinance is not applicable to this contract or otherwise waived by the City, I acknowledge that my company has installed (or will install prior to commencing work for the contract) side guards, cross-over mirrors or equivalent blind spot countermeasures, convex mirrors or equivalent blind spot countermeasures, side-visible turn signals, and appropriate warning signage, in accordance with SCO Chapter 12, Article VII on all large vehicles it uses or will use within the City of Somerville in connection with any contract.

Authorized Signatory's Name

Date

Company Name

I certify that the Ordinance does not apply to this contract for the following reason:

☐ Vehicles do not meet or exceed Class 3 GVWR

☐ Vehicles do not exceed 15 MPH

☐ No vehicles on project

☐ Other: _____

ORDINANCE REQUIREMENTS

LATERAL PROTECTIVE DEVICES (SIDE GUARDS)

- Vehicles must have device installed between the front & rear wheels to help prevent injuries to vulnerable road users, particularly from falling underneath the vehicle.



SIDE-VISIBLE TURN SIGNALS

- Vehicles must have at least one turn signal lamp on each side of the vehicle that is visible from any point to the left and right side along the full length of the vehicle.



CONVEX MIRRORS

- Vehicles must have mirrors which enable the driver to see anything that is three feet above the road and one foot in feet of or along side of the vehicle.



CROSS-OVER MIRRORS

- Vehicles must have mirrors that enable the driver to see anything at least three feet tall passing one foot in front of the vehicle and the area in front of the bumper where direct vision is not possible.

SAFETY DECALS

- Vehicles must have a minimum of three reflective decals on the rear and sides.
- The decals must be “safety yellow” in color and include language or images that warn of blind spots.

COMMON QUESTIONS

WHAT TYPES OF VEHICLES DOES THIS ORDINANCE APPLY TO? This ordinance applies to Class 3 or above vehicles with a gross vehicle weight rating exceeding 10,000 lbs., except for an ambulance, fire apparatus, low-speed vehicle with max speed under 15 mph, or agricultural tractors.

CAN TOOL BOXES BE USED AS SIDE GUARDS? Yes, as long as the tool box meets all of the required measurements in the ordinance.

IF I RENT TRUCKS FOR A JOB, DO THOSE VEHICLES NEED TO BE INSPECTED AND PERMITTED? Yes.

DO SUBCONTRACTORS' TRUCKS WORKING ON A CITY CONTRACT NEED TO BE INSPECTED & PERMITTED? Yes.

WILL THE CITY DO AN OFF-SITE INSPECTION FOR LARGER FLEETS? Yes, depending on the availability of inspectors and the distance to the site.

REGISTER FOR AN INSPECTION

Email inspection forms to: FleetInspections@SomervilleMA.gov

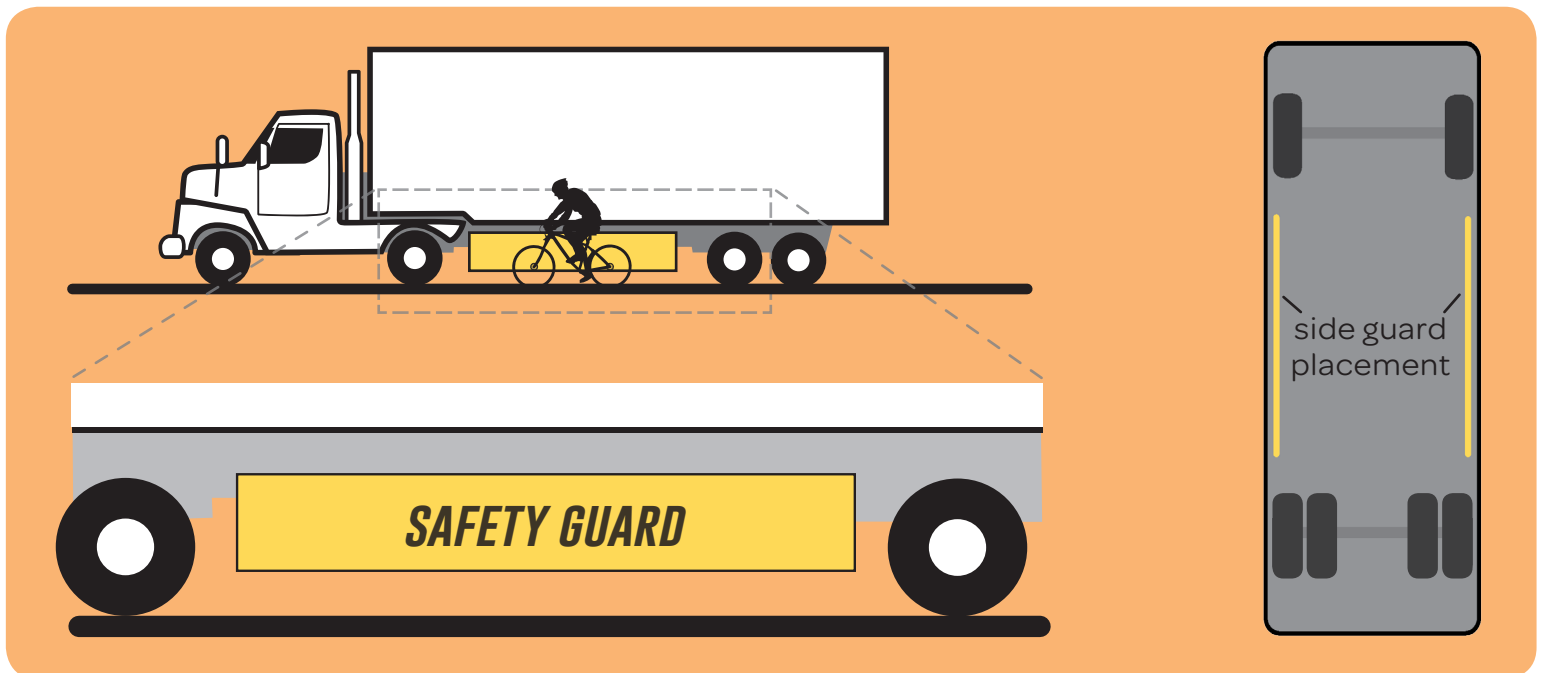


CITY OF SOMERVILLE

TRUCK SIDE GUARD ORDINANCE

Collisions with large vehicles are disproportionately likely to result in cyclist and pedestrian fatalities. The City of Somerville's Ordinance to Safeguard Vulnerable Road Users aims to prevent cyclists and pedestrians from the risk of being struck by a large vehicle because of limited driver visibility and lack of side-visible turn signals, as well as falling under the sides of large vehicles and being caught under the wheels.

The ordinance applies to large motor vehicles that are Class 3 or above with a gross vehicle weight rating (GVWR) exceeding 10,000 pounds, except for an ambulance, fire apparatus, low-speed vehicle with a maximum speed under 15 mph, or an agricultural tractor.



**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



SECRETARY OF THE COMMONWEALTH'S

CERTIFICATE OF GOOD STANDING

CERTIFICATE OF GOOD STANDING as provided by the Secretary of the Commonwealth

The **Awarded Vendor** must comply with our request for a **CURRENT "Certificate of Good Standing" provided by the Secretary of the Commonwealth's Office**

NOTE: A Certificate of Good Standing provided by the Department of Revenue will NOT be accepted. The Certificate *must* be provided by the Secretary of the Commonwealth's Office.

If you require information on how to obtain the "Certificate of Good Standing" or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the

Secretary of The Commonwealth's Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17 Floor, Boston, MA 02133 or you may access their web site at:
<http://corp.sec.state.ma.us/CorpWeb/Certificates/CertificateOrderForm.aspx>

If your company is incorporated outside of Massachusetts and therefore is a "foreign corporation", but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

IMPORTANT NOTICE

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary's Office at the address above. Also, at this time, the Secretary of State's Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENTS FOR LEASE AWARDS TO TENANTS:

Upon acceptance of a lease awarded pursuant to this RFP, the awarded tenant shall furnish to the Office of the Chief Procurement Officer a Certificate of Insurance as follows:

MINIMUM INSURANCE COVERAGE: Tenant shall obtain and maintain the following insurance coverage for the Lease Premises for the duration of the Lease Term:

- a. General Liability with liability coverage for personal injury, bodily injury and property damage including Products and Completed Operations with limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Such insurance shall be written on an occurrence basis. The policy shall provide coverage on a primary and non-contributory basis and must name the City of Somerville as an "Additional Insured".
- b. Workers' Compensation and Employers' Liability Insurance including (i) Workers' Compensation Insurance providing statutory coverage as required by the Commonwealth of Massachusetts, and (ii) Employers' Liability Insurance coverage with limits of not less than \$1,000,000 per accident. Each contractor(s), subcontractor(s), and consultant(s) performing work on or about the Leased Premises shall have similar policies covering their employees.
- c. Automobile Liability: Statutory amounts and coverages if applicable for Tenant's business.

ADDITIONAL INSURANCE COVERAGE: The following additional coverages may also be required if applicable, as determined in the sole discretion of the Landlord:

- a. Professional Liability or equivalent (theatre performance companies, creative artists working with hazardous materials, etc.) of at least \$1,000,000 per occurrence with a \$3,000,000 aggregate.
 - b. Liquor Liability: Amounts and coverages as required by the liquor license or event permit. The City of Somerville shall be named as an "Additional Insured".
 - c. Abuse and Molestation of at least \$1,000,000 per occurrence with a \$3,000,000 aggregate. The City of Somerville shall be named as an "Additional insured".
 - d. Cyber Liability of at least \$1,000,000 per occurrence with a \$3,000,000 aggregate. The City of Somerville shall be named as an "Additional Insured".
 - e. In addition, creative uses requiring special equipment or materials to be brought into the Armory, may be subject to additional insurance requirements.
- l. A lease will not be executed unless a certificate (s) of insurance evidencing above-described coverage has been provided and ***tenant may not take possession of the Leased Premises.***

2. Failure to have the above-described coverage in effect during the entire period of the lease shall be deemed to be a breach of the lease.

3. All applicable insurance policies shall read:

"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

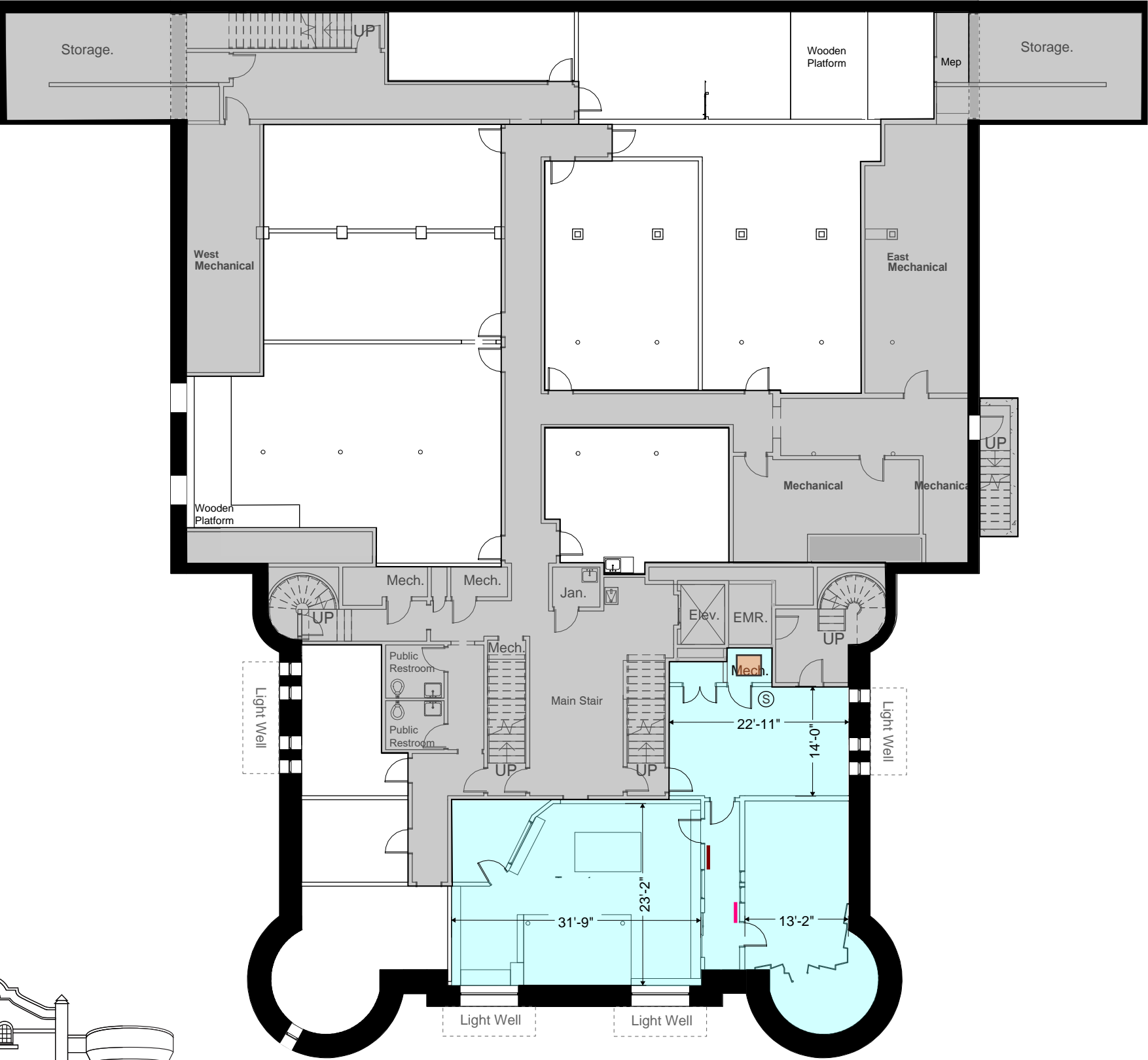
**Certificate Should Be Made Out To:
City Of Somerville
c/o Procurement and Contracting Services Department
93 Highland Avenue
Somerville, MA 02143**

Note: If your insurance expires during the life of the lease, you shall be responsible to submit a new certificate(s) covering the period of the lease.

4 Appendices

4.1 Appendix 1: Armory Floor Plan

The Armory
191 Highland Avenue
Somerville, MA



UNIT B1

Orientation
Floor: Basement
Exposure: East & South

Physical Space
Square Footage: 1,650 sf
Ceiling Height: avg. 8' -2"
Floor Finish: Painted Concrete
Wall Finish: Int. Drywall, Ext. Brick
Ceiling Finish: Drywall

Systems
Electrical Service: 120/208V-3PH 100A Recessed Panel
Heating/Cooling System: Gas fired central heating and cooling with duct distribution. Unit in interior mechanical room. Thermostat in the space. Ventilation with operable windows.
Plumbing System: N/A
Fire Protection System: Fully sprinklered with wet system. Horn-strobe alarm and Smoke Detectors.
Telecom: Verizon Telecom
Lighting: Surface mount light fixture, specialty lighting

Access
Primary entry stair, East spiral stair

Windows
Count: 5
Type: Barred, Operable double hung

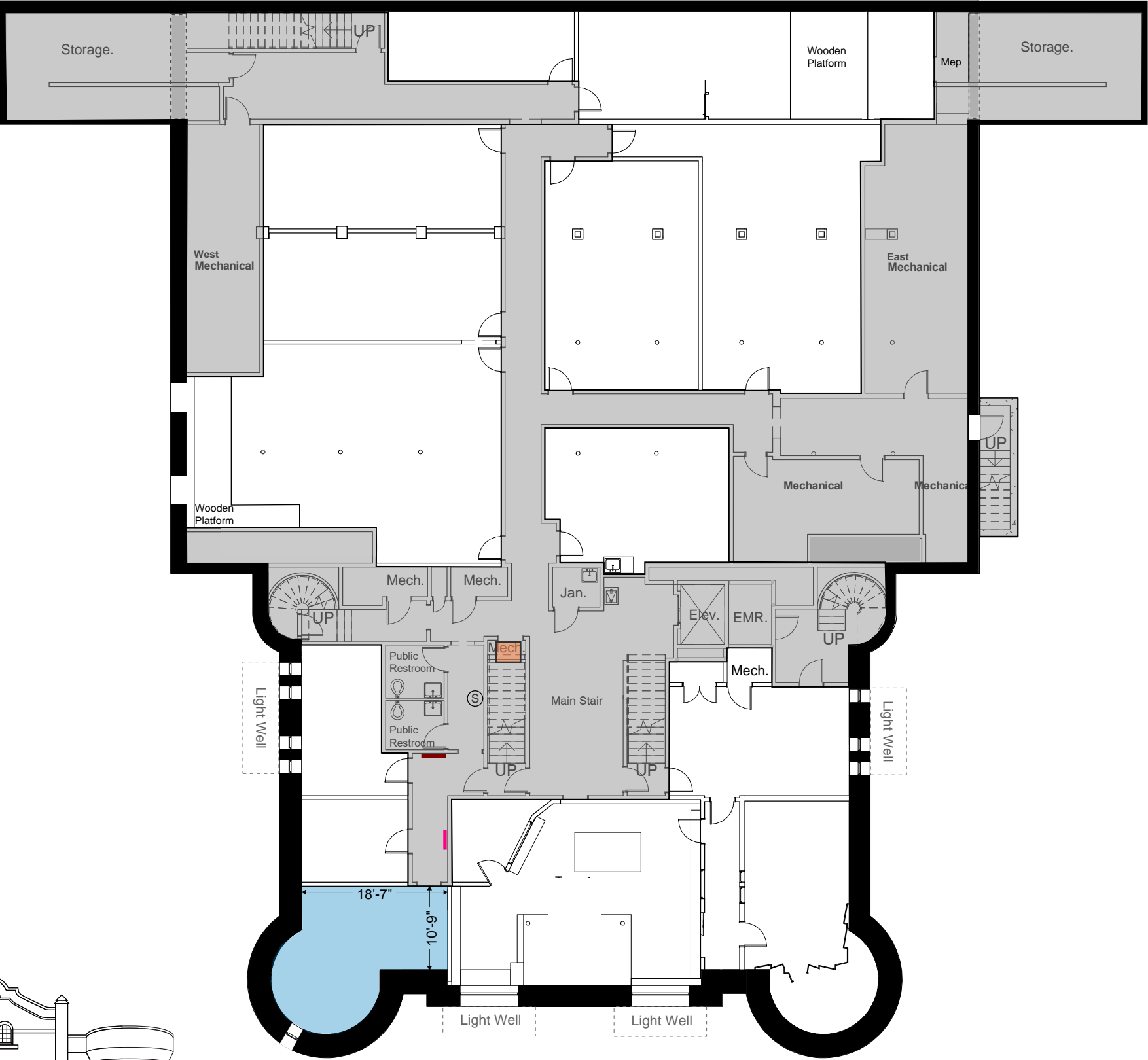
Other
Currently occupied by Dead Moon Audio
Sound proof recording studio set up. Mixing booth.

Meters
Electric: 5072349
Gas: P086790

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat



The Armory
191 Highland Avenue
Somerville, MA



HIGHLAND AVE

UNIT B2

Orientation
Floor: Basement
Exposure: West & South

Physical Space
Square Footage: 300 sf
Ceiling Height: 8' -5"
Floor Finish: Painted Concrete
Wall Finish: Int. Drywall, Ext. Brick
Ceiling Finish: Drywall, applied 2x2 acoustic panels

Systems
Electrical Service: 120/208V-3PH 100A Recessed Panel, located in hallway, shared with B9 & B10.
Heating/Cooling System: Gas fired central heating and cooling with duct distribution. Unit located under west central common stairs. Thermostat shared with B9 & B10. Ventilation with operable windows.
Plumbing System: N/A
Fire Protection System: Fully sprinklered with wet system. Horn-strobe alarm and Smoke Detectors.
Telecom: Verizon Telecom, shared with B9 & B10
Lighting: Surface mount track lighting

Access
Primary entry stair

Windows
Count: 1
Type: Barred, Operable double hung

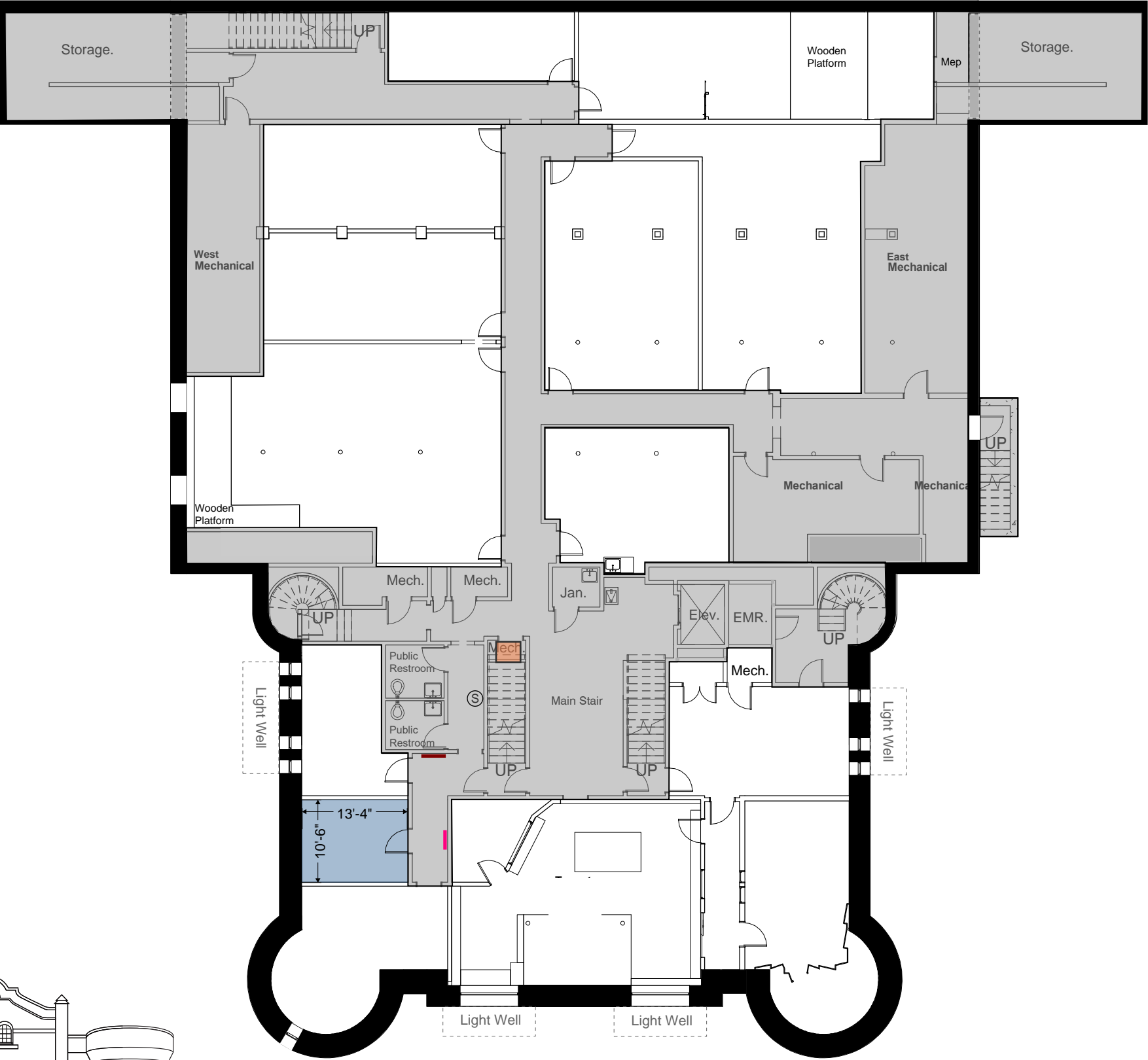
Other
In-operable glass double doors to adjacent recording studio space. Insulated wall located on recording studio side.

Meters
Electric: 5072599
Gas: P059597

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat



The Armory
191 Highland Avenue
Somerville, MA



UNIT B3

Orientation
Floor: Basement
Exposure: West

Physical Space
Square Footage: 140 sf
Ceiling Height: 8' -5"
Floor Finish: Painted Concrete
Wall Finish: Int. Drywall, wood panel
Ceiling Finish: Drywall

Systems
Electrical Service: 120/208V-3PH 100A Recessed Panel, located in hallway, shared with B9 & B2
Heating/Cooling System: Gas fired central heating and cooling with duct distribution. Unit located under west central common stairs. Thermostat shared with B2 & B9.
No ventilation.
Plumbing System: N/A
Fire Protection System: Fully sprinklered with wet system. Horn-strobe alarm and Smoke Detectors.
Telecom: Verizon Telecom, shared with B2 & B9
Lighting: 1"x4" Linear light

Access
Primary entry stair

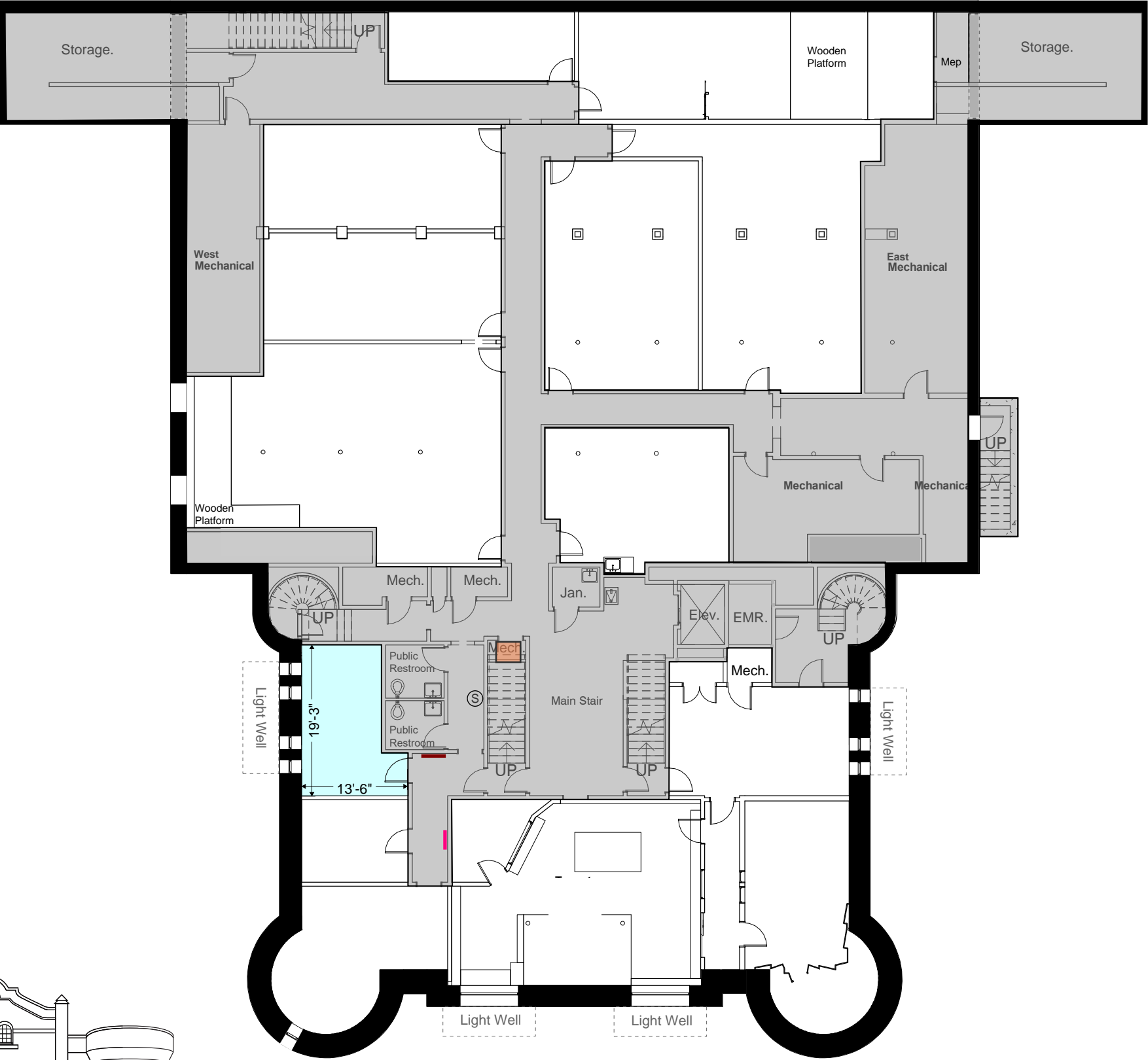
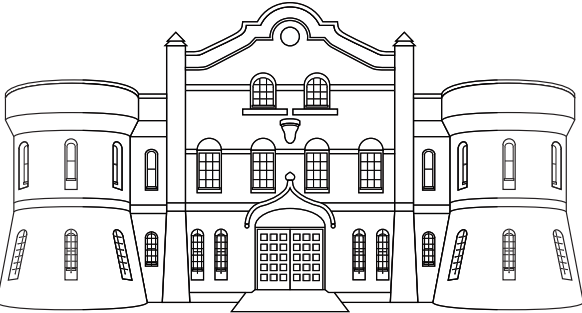
Windows
None

Meters
Electrical: 5072599

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat



The Armory
191 Highland Avenue
Somerville, MA



HIGHLAND AVE

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat

UNIT B4

Orientation

Floor: Basement
Exposure: West

Physical Space

Square Footage: 210 sf
Ceiling Height: 8' -5", perimeter soffit 7' -0"
Floor Finish: Painted Concrete
Wall Finish: Int. Drywall
Ceiling Finish: Drywall

Systems

Electrical Service: 120/208V-3PH 100A Recessed Panel, located in hallway, shared with B2 & B10.
Heating/Cooling System: Gas fired central heating and cooling with duct distribution. Unit located under west central common stairs. Thermostat shared with B2 & B10.
Ventilation with operable windows.
Plumbing System: N/A
Fire Protection System: Fully sprinklered with wet system. Horn-strobe alarm and Smoke Detectors.
Telecom: Verizon Telecom, shared with B2 & B10
Lighting: 1"x4" Linear light

Access

Primary entry stair

Windows

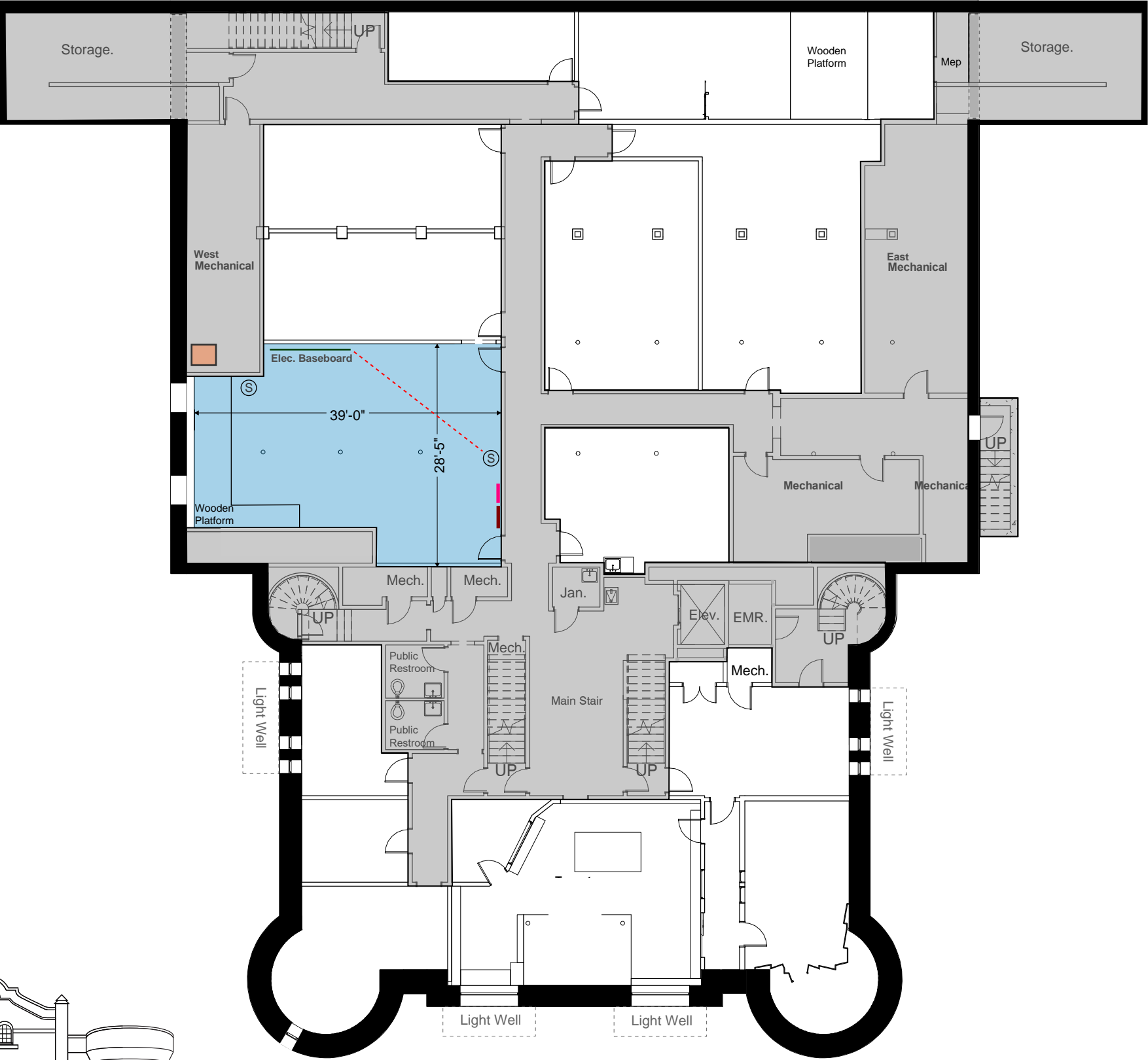
Count: 4
Type: Double hung with bars

Meters

Electrical: 5072599



The Armory
191 Highland Avenue
Somerville, MA



HIGHLAND AVE

UNIT B5

Orientation
Floor: Basement
Exposure: West

Physical Space
Square Footage: 1,010 sf
Ceiling Height: 8' -5"
Floor Finish: Gym mat flooring
Wall Finish: Int. Drywall, painted blue and red
Ceiling Finish: Drywall

Systems
Electrical Service: 120/208V-3PH 100A Recessed Panel
Heating/Cooling System: Gas fired central heating and cooling with duct distribution. Additional single baseboard electric unit, locally controlled. Unit located in West Mechanical room. Thermostat in the space controls B3, B4 and B5. No ventilation.
Plumbing System: N/A
Fire Protection System: Fully sprinklered with wet system. Horn-strobe alarm and Smoke Detectors.
Telecom: Verizon Telecom
Lighting: 2x4 rectangular lights

Access
Primary entry stair

Windows
2 High Windows with bars, not operable

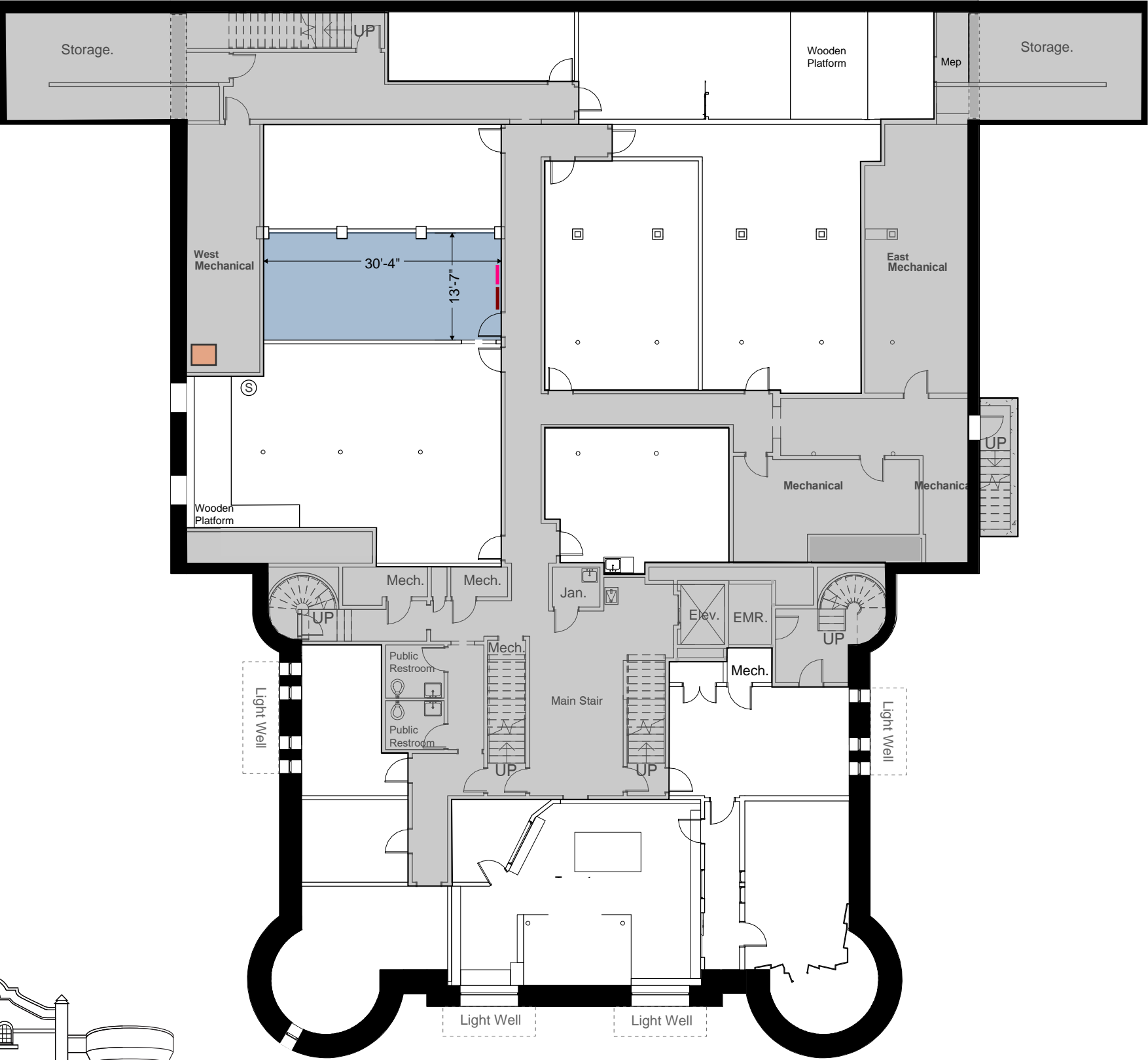
Other
Raised wooden platform.

Meters
Electrical: 5072488

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat



The Armory
191 Highland Avenue
Somerville, MA



UNIT B6

Orientation
Floor: Basement
Exposure: West/none

Physical Space
Square Footage: 415 sf
Ceiling Height: 8' -5"
Floor Finish: Plastic Grass
Wall Finish: Int. Drywall, Ext. Brick
Ceiling Finish: Drywall

Systems
Electrical Service: 120/208V-3PH 100A Recessed Panel
Heating/Cooling System: Gas fired central heating and cooling with duct distribution. Unit located in West Mechanical room. Thermostat located in B3, controls B3, B4 & B5. No ventilation.
Plumbing System: N/A
Fire Protection System: Fully sprinklered with wet system. Horn-strobe alarm and Smoke Detectors.
Telecom: Verizon Telecom
Lighting: 1"x4" Linear light

Access
Primary entry stair, Stair from Performance Hall

Windows
None

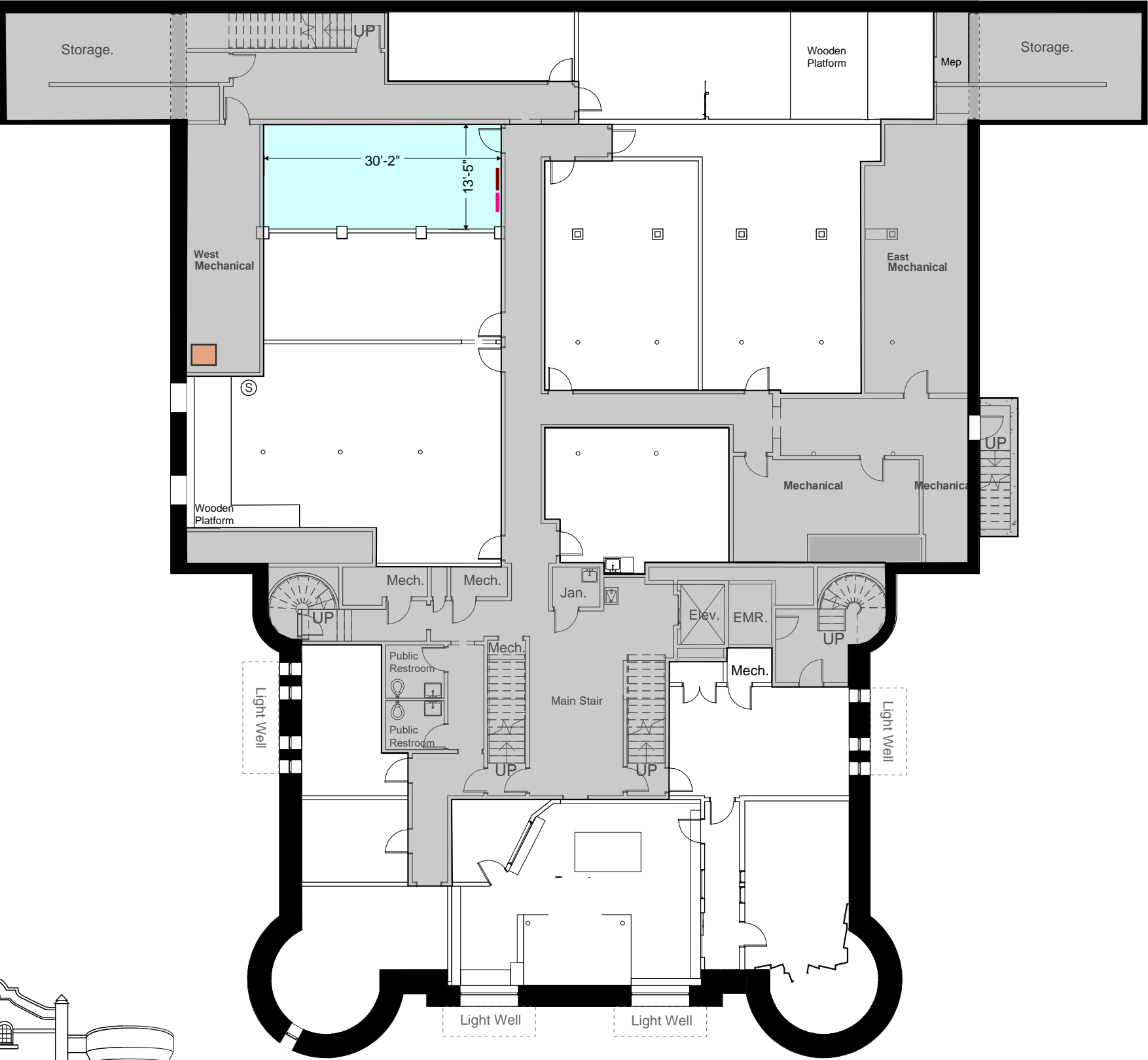
Other
Mirror on west wall

Meters
Electrical: 5072627

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat



The Armory
191 Highland Avenue
Somerville, MA



UNIT B7

Orientation
Floor: Basement
Exposure: West/none

Physical Space
Square Footage: 400 sf
Ceiling Height: 8' -5"
Floor Finish: Painted Concrete
Wall Finish: Int. Drywall, Brick Wall
Ceiling Finish: Drywall

Systems
Electrical Service: 120/208V-3PH 100A Recessed Panel
Heating/Cooling System: Gas fired central heating and cooling with duct distribution. Unit located in West Mechanical room. Thermostat located in B3, controls B3, B4 & B5. No ventilation.
Plumbing System: N/A
Fire Protection System: Fully sprinklered with wet system. Horn-strobe alarm and Smoke Detectors.
Telecom: Verizon Telecom
Lighting: 1"x4" Linear light

Access
Primary entry stair, Stair from Performance Hall

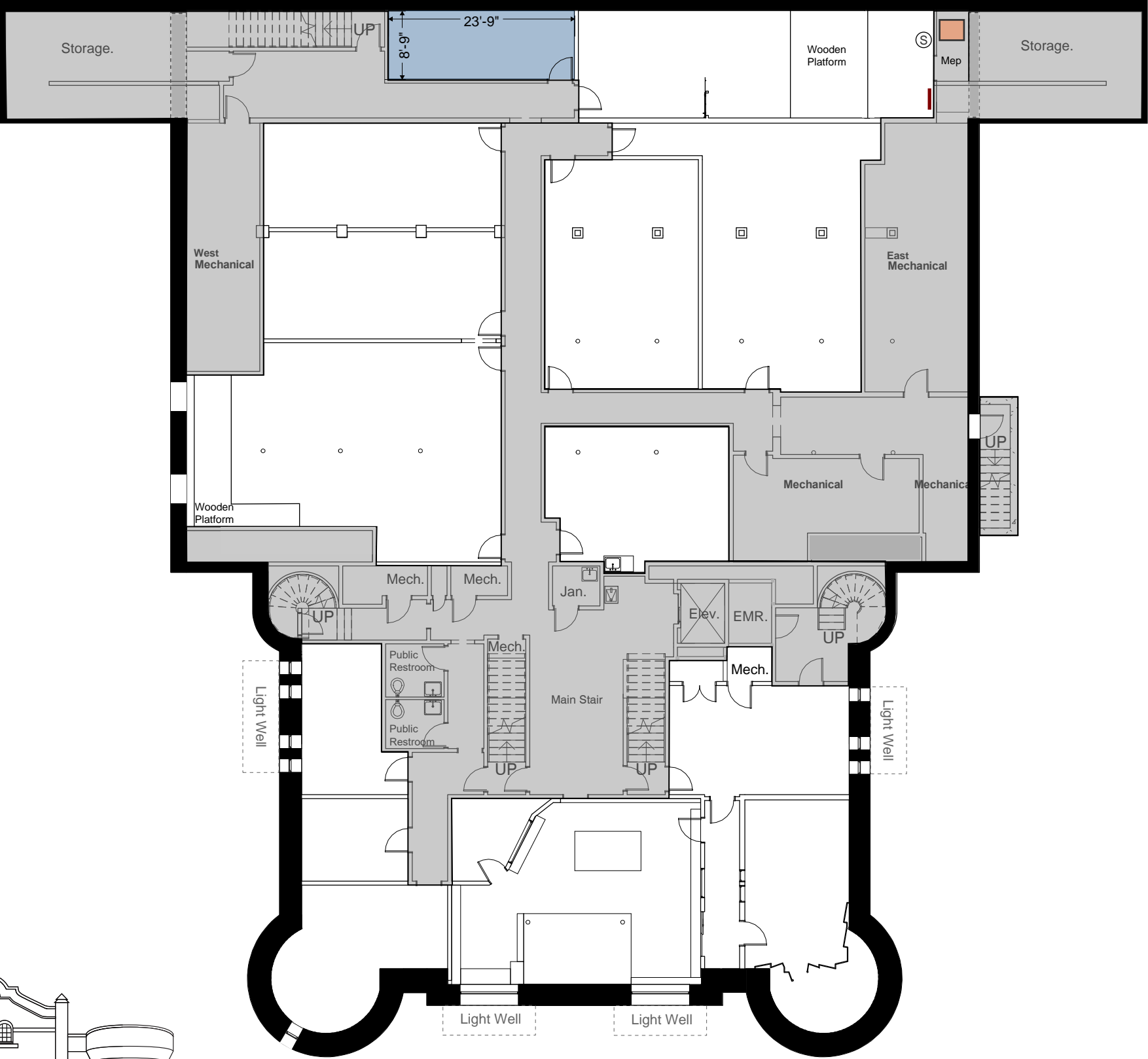
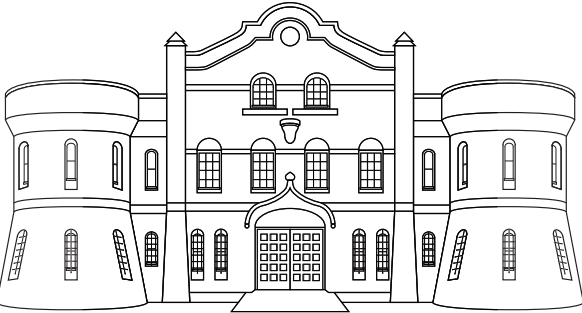
Windows
None

Meters
Electrical: 5072600

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat



The Armory
191 Highland Avenue
Somerville, MA



UNIT B8

Orientation

Floor: Basement
Exposure: North

Physical Space

Square Footage: 205 sf
Ceiling Height: 8' -3"
Floor Finish: Painted Concrete
Wall Finish: Int. Drywall, Ext. Brick
Ceiling Finish: Drywall

Systems

Electrical Service: 120/208V-3PH 100A Surface Mounted Panel, in unit B11.
Heating/Cooling System: Gas fired central heating and cooling with duct distribution. Unit located in B11 Mechanical room. Thermostat shared with B11. No ventilation.
Plumbing System: N/A
Fire Protection System: Fully sprinklered with wet system. Horn-strobe alarm and Smoke Detectors.
Telecom: Verizon Telecom
Lighting: 1"x4" Linear light

Access

Primary entry stair, Stair from Performance space

Windows

None

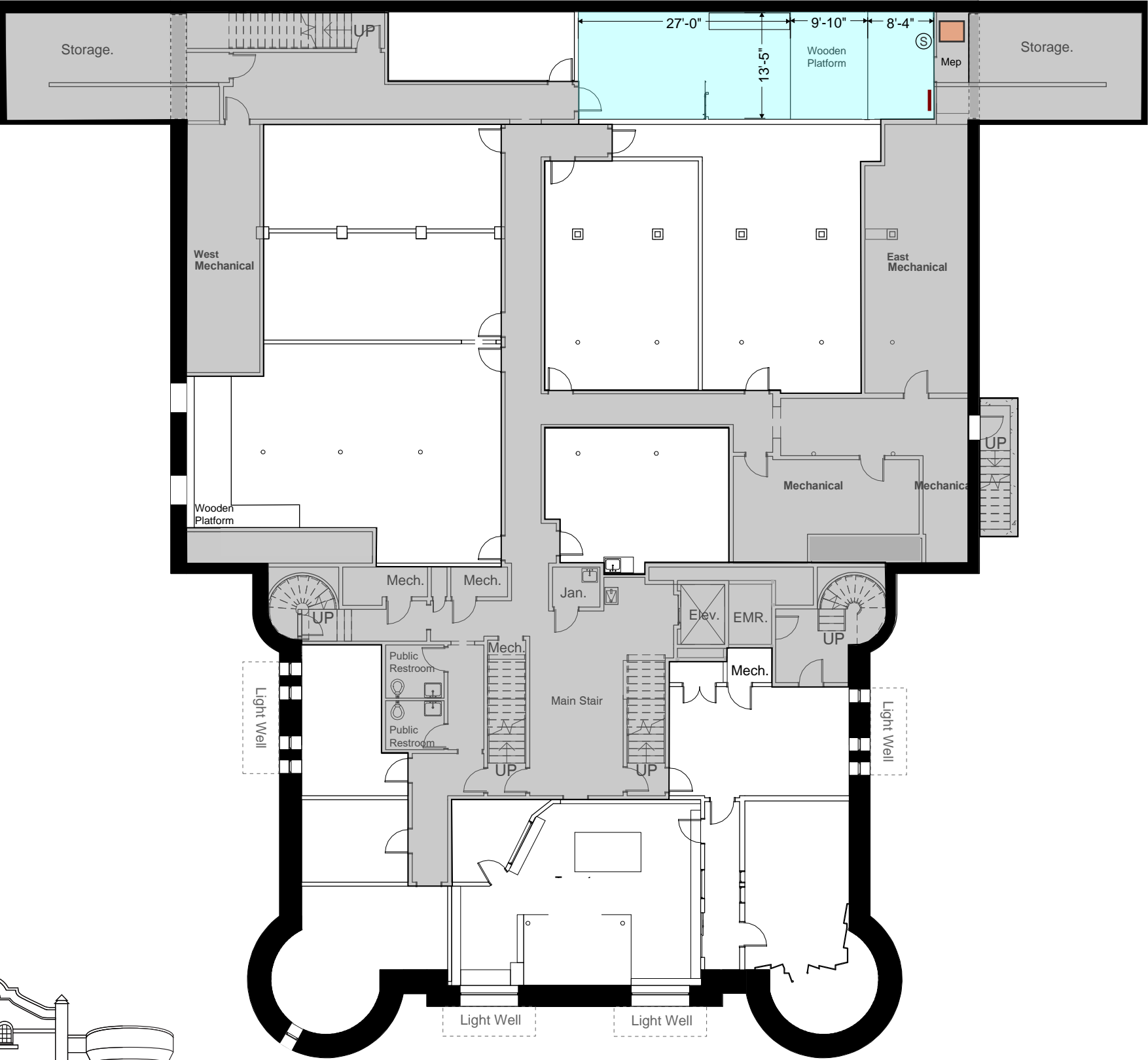
Meters

Electrical: 2668994

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat



The Armory
191 Highland Avenue
Somerville, MA



HIGHLAND AVE

UNIT B9

Orientation
Floor: Basement
Exposure: North

Physical Space
Square Footage: 500 sf
Ceiling Height: 8' -3"
Floor Finish: Painted Concrete
Wall Finish: Int. Drywall, Ext. Brick
Ceiling Finish: Drywall

Systems
Electrical Service: 120/208V-3PH 100A Surface Mounted Panel, in unit, shared with B12
Heating/Cooling System: Gas fired central heating and cooling with duct distribution. Unit located in B11
Mechanical room. Thermostat shared with B12. No ventilation.
Plumbing System: N/A
Fire Protection System: Fully sprinklered with wet system. Horn-strobe alarm and Smoke Detectors.
Telecom: Verizon Telecom
Lighting: 1"x4" Linear light

Access
Primary entry stair, Stair from Performance Hall

Windows
None

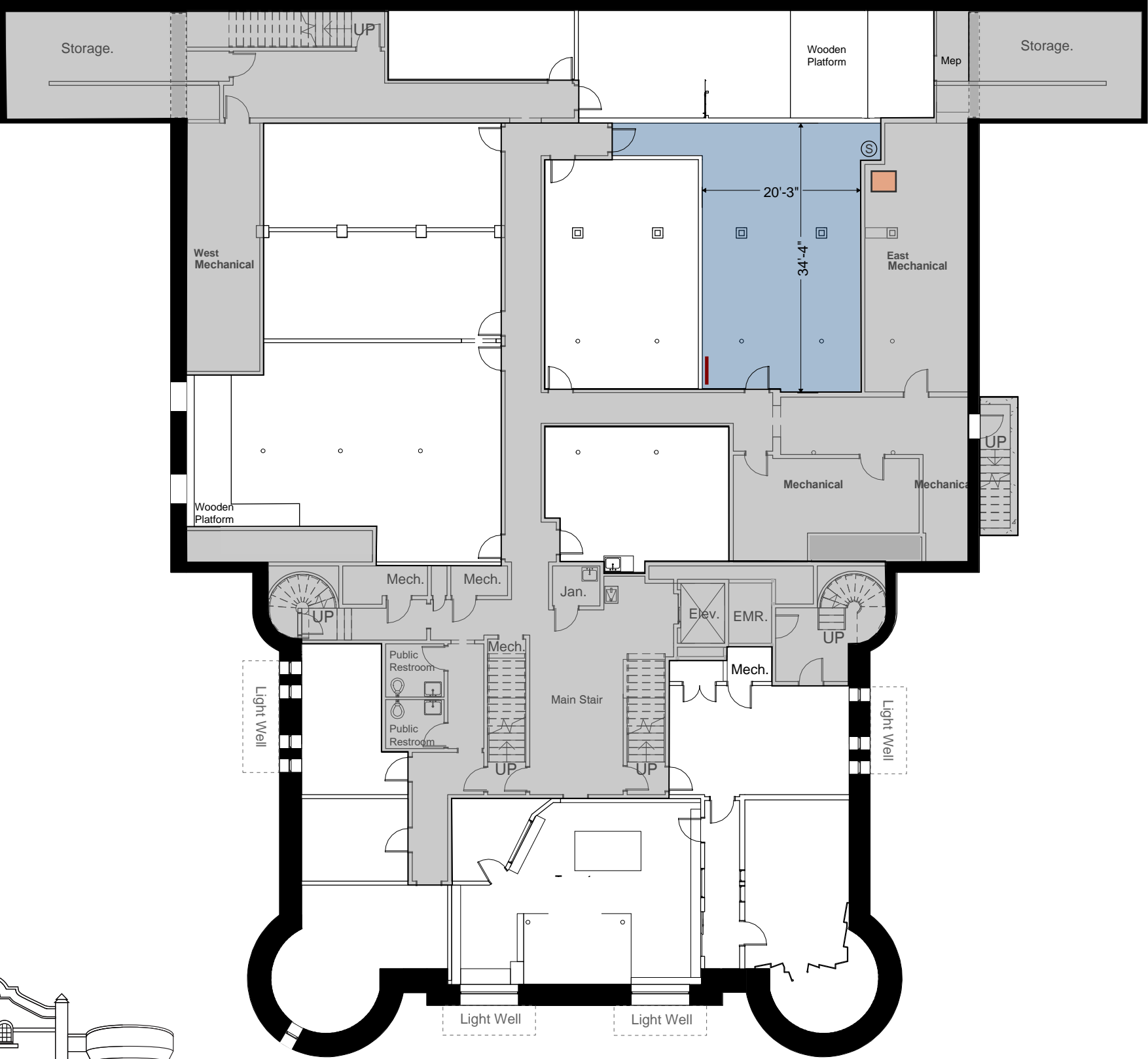
Other
Wooden stage platform with wooden wall at back.
Track hung door in space
Counter top with adjacent closet on East wall

Meters
Electrical: 2668994

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat



The Armory
191 Highland Avenue
Somerville, MA



HIGHLAND AVE

UNIT B10

Orientation
Floor: Basement
Exposure: East/none

Physical Space
Square Footage: 740 sf
Ceiling Height: 8' -5", soffit
Floor Finish: Wall to wall carpeting
Wall Finish: Int. Drywall, Painted Brick
Ceiling Finish: Drywall

Systems
Electrical Service: 120/208V-3PH 100A Recessed Panel
Heating/Cooling System: Gas fired central heating and cooling with duct distribution. Unit located in East Mechanical room. Thermostat located in B6, controls B6, B7 & B8. No ventilation.
Plumbing System: N/A
Fire Protection System: Fully sprinklered with wet system. Horn-strobe alarm and Smoke Detectors.
Telecom: Verizon Telecom
Lighting: 1"x4" Linear lights, surface mounted track lights

Access
Primary entry stair, Stair from Performance Hall

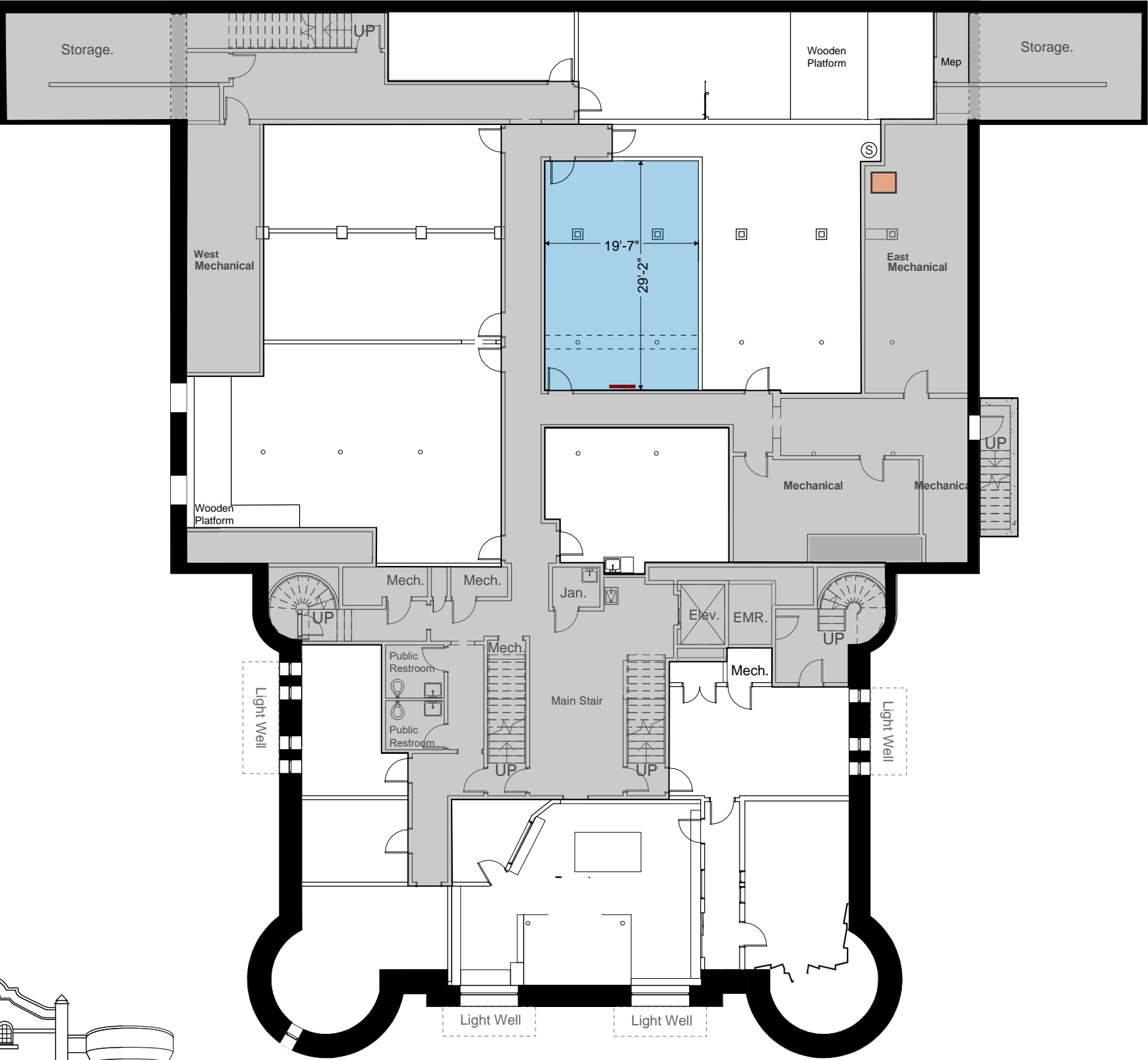
Windows
None

Meters
Electrical: 5072597

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat



The Armory
191 Highland Avenue
Somerville, MA



HIGHLAND AVE

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat

UNIT B11

Orientation

Floor: Basement
Exposure: None

Physical Space

Square Footage: 570 sf
Ceiling Height: 8' -5", perimeter soffit 7' -10"
Floor Finish: Painted Concrete
Wall Finish: Int. Drywall, Ext. Brick
Ceiling Finish: Drywall

Systems

Electrical Service: 120/208V-3PH 100A Recessed Panel
Heating/Cooling System: Gas fired central heating and cooling with duct distribution. Unit located in East Mechanical room. Thermostat located in B6, controls B6, B7 & B8. No ventilation.
Plumbing System: N/A
Fire Protection System: Fully sprinklered with wet system. Horn-strobe alarm and Smoke Detectors.
Telecom: Verizon Telecom
Lighting: 1"x4" Linear light

Access

Primary entry stair, Stair from Performance Hall

Windows

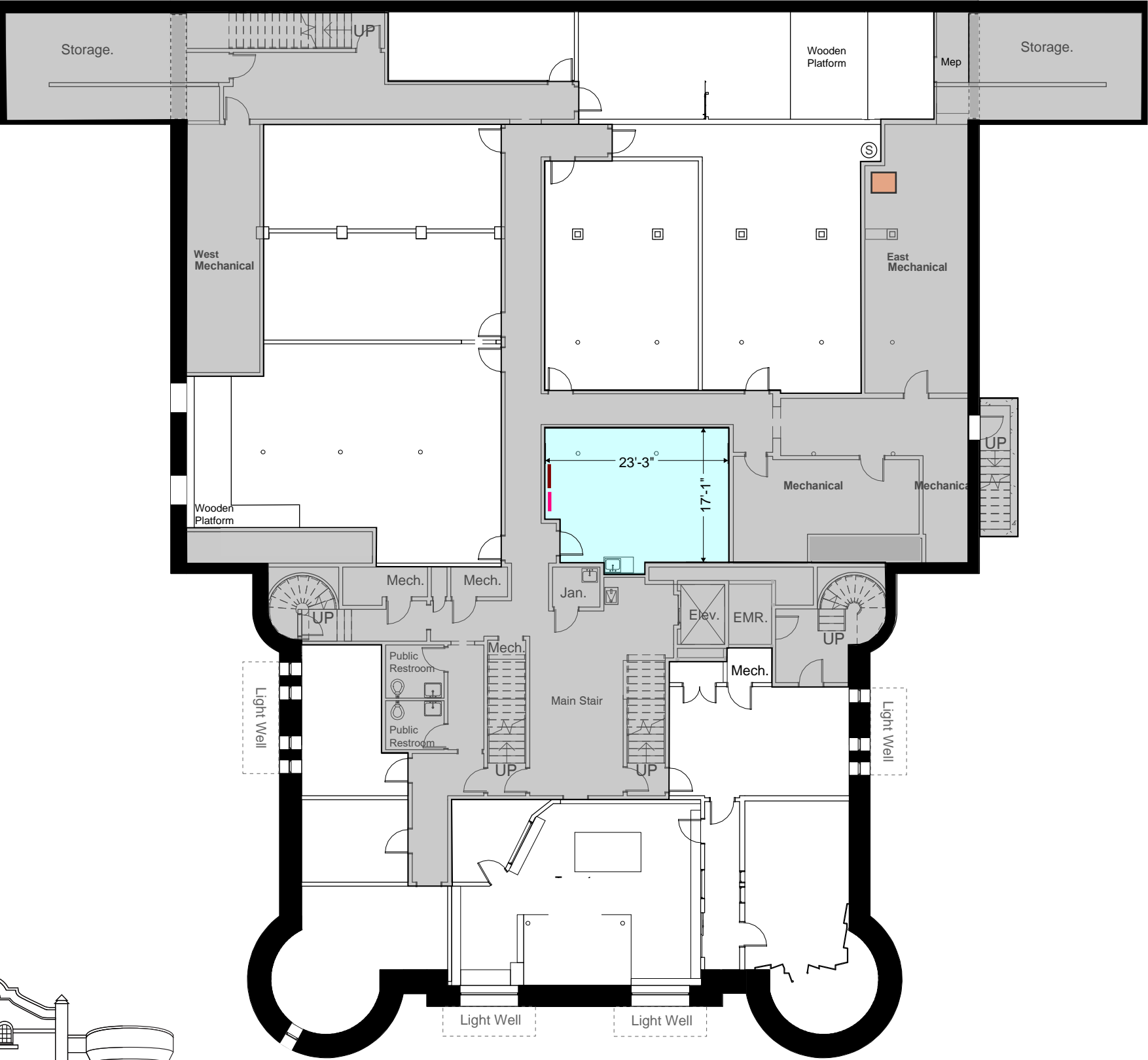
None

Meters

Electrical: 5072325



The Armory
191 Highland Avenue
Somerville, MA



UNIT B12

Orientation
Floor: Basement
Exposure: None

Physical Space
Square Footage: 400 sf
Ceiling Height: 8' -6"
Floor Finish: Painted Concrete
Wall Finish: Int. Drywall, Black brick wall
Ceiling Finish: Drywall

Systems
Electrical Service: 120/208V-3PH 100A Recessed Panel
Heating/Cooling System: Gas fired central heating and cooling with duct distribution. Unit located in East Mechanical room. Thermostat located in B6, controls B6, B7 & B8. No ventilation.
Plumbing System: Art sink with sediment trap
Fire Protection System: Fully sprinklered with wet system. Horn-strobe alarm and Smoke Detectors.
Telecom: Verizon Telecom
Lighting: 1"x4" Linear light

Access
Primary entry stair

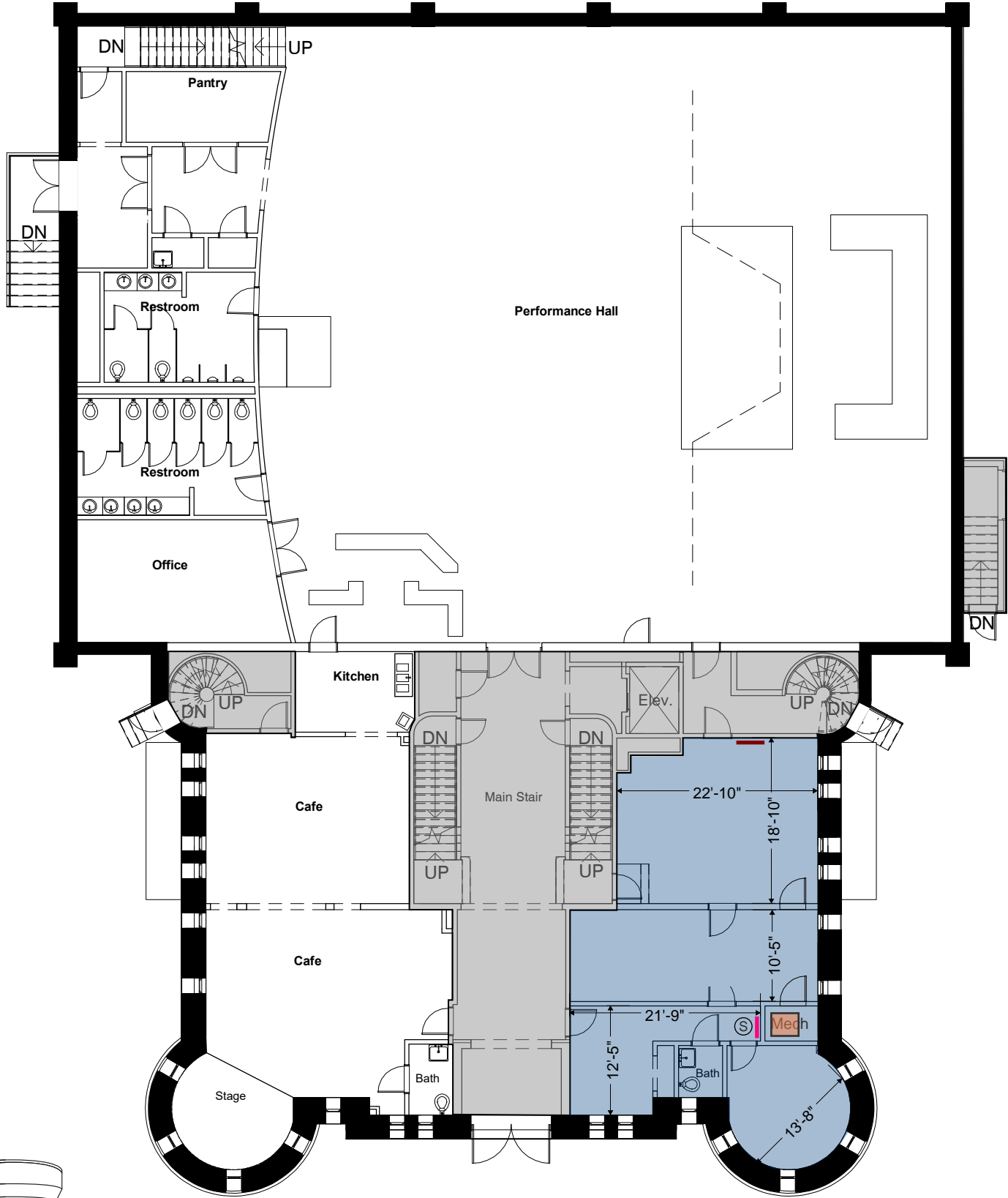
Windows
None

Meters
Electrical: 5072328

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat



The Armory
191 Highland Avenue
Somerville, MA



HIGHLAND AVE

UNIT 1A

Orientation
Floor: Level 1
Exposure: East & South

Physical Space
Square Footage: 1,150 sf
Ceiling Height: 9' -1" to 9' -11"
Floor Finish: Wood Flooring
Wall Finish: Drywall
Ceiling Finish: Drywall

Systems
Electrical Service: 120/208V-3PH 100A Recessed Panel
Heating/Cooling System: Gas fired central heating and cooling with duct distribution. Unit in interior mechanical room. Thermostat in the space. Ventilation with operable windows.
Plumbing System: Half bath: Manual lavatory, flush tank toilet.
Fire Protection System: Fully sprinklered with wet system. Horn-strobe alarm and Smoke Detectors.
Telecom: Verizon Telecom
Lighting: Recessed can lighting, pendant lighting

Access
Primary entry stair, East spiral stair

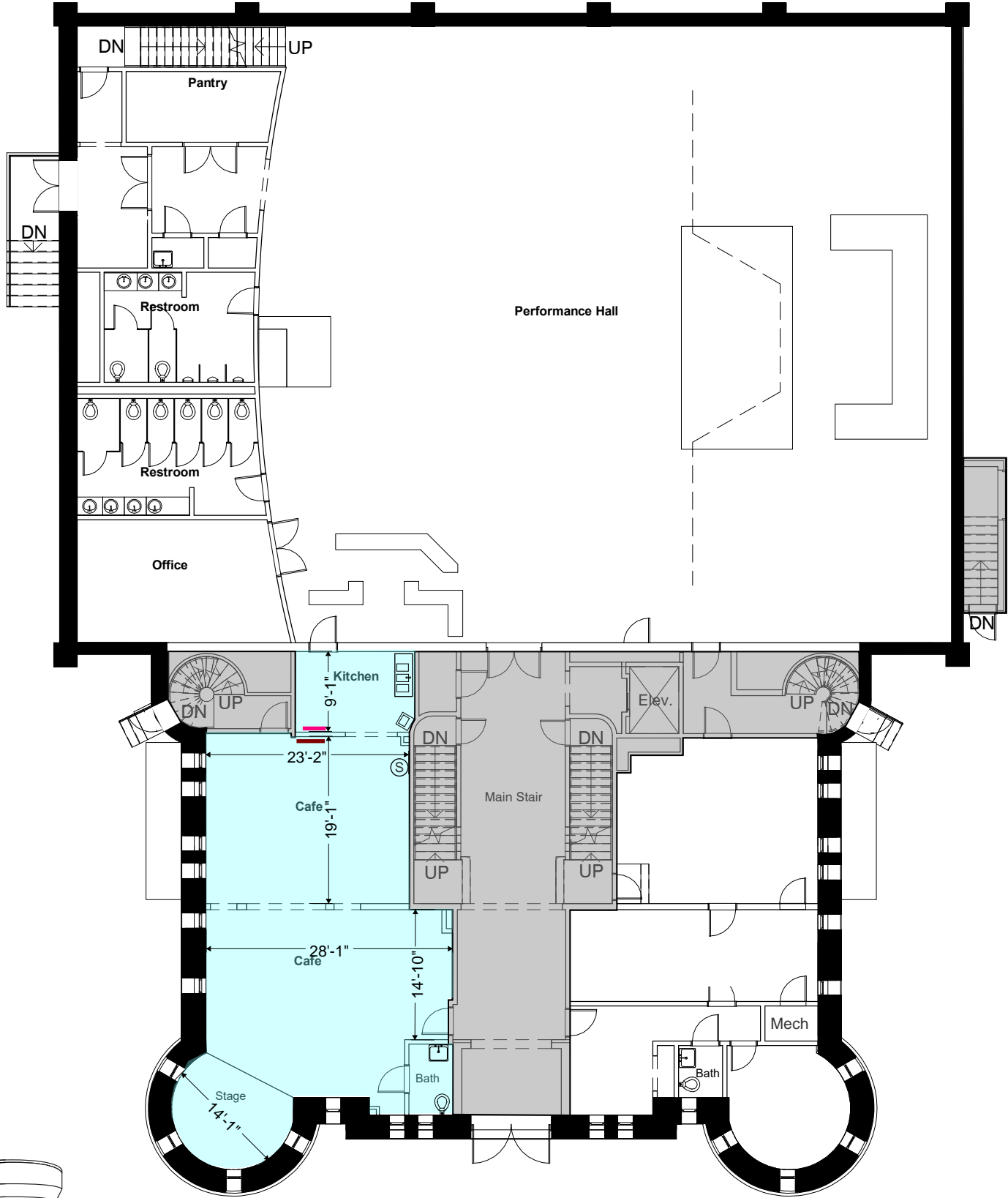
Windows
Count: 13
Type: Operable, double hung

Meters
Electrical: 5056020
Gas: P235485

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat



The Armory
191 Highland Avenue
Somerville, MA



HIGHLAND AVE

CAFE, UNIT 1B

Orientation
Floor: Level 1
Exposure: South & West

Physical Space
Square Footage: 1,310 sf (includes 125 sf kitchen)
Ceiling Height: 9' - 0"
Floor Finish: Wood Flooring
Wall Finish: Drywall
Ceiling Finish: Drywall

Systems
Electrical Service: 120/208V-3PH 100A Recessed Panel
Heating/Cooling System: Gas fired central heating and cooling with duct distribution. Unit located in basement west stair closet. Ventilation with operable windows.
Plumbing System: 3-bay pot sink w/ hand spray faucet, small electric water heater booster, floor mounted grease trap, manual handwashing sink, undercounter dishwasher. No exterior grease interceptor serves the building. Half bath: Manual lavatory, flush tank toilet
Fire Protection System: Fully sprinklered with wet system. Horn-strobe alarm and Smoke Detectors.
Telecom: Verizon Telecom. Shared with Office.
Lighting: Recessed can lights, stage lighting

Access
Primary entry stair, West spiral stair, performance hall

Windows
Count: 13
Type: Operable, double hung, covered for soundproofing

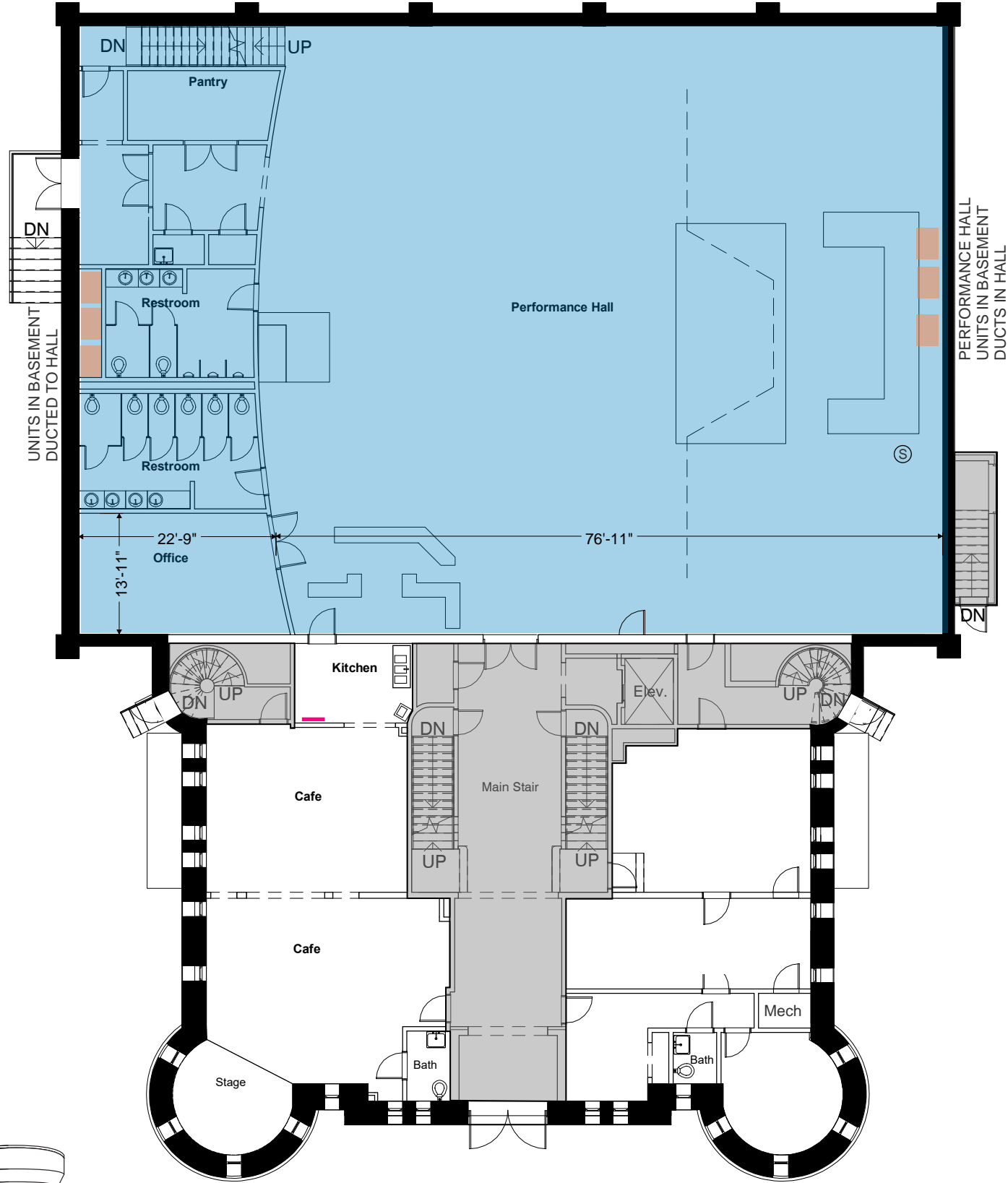
Other
Hookups for refrigeration and ovens. No exhaust hood.
Performance stage with lighting & projection screen

Meters
Electric: 5059379
Gas: R058713

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat



The Armory
191 Highland Avenue
Somerville, MA



HIGHLAND AVE

PERFORMANCE, 1C

Orientation
Floor: Level 1
Exposure: North, East, West

Physical Space
Square Footage: 6,975 sf
Ceiling Height: Varies
Floor Finish: Wood Floor
Wall Finish: Drywall and Brick
Ceiling Finish: Firesprayed open cell spray foam

Systems
Electrical Service: 120/208V 100A Surface Mounted Panel, 60A Stage Audio Disconnect, 225A Stage Lighting.
Heating/Cooling System: Gas fired central heating and cooling with duct distribution. Units located in East and West basement mechanical rooms. Thermostat in the performance space. Mechanical ventilation with outside air ducts, located on south end of space, behind the stage.
Plumbing System: Manual Lavatory Faucets, Flush valve Toilets, Flush Valve Urinals, Utility sink.
Fire Protection System: Fully sprinklered with wet system. Horn-strobe alarm and Smoke Detectors.
Telecom: Verizon Telecom, panel in Cafe kitchen
Lighting: Pendant Light, Specialty Light

Access
Front door, North egress stair, Mezzanine, East spiral

Windows
Count: ~11
Type: not operable, clerestory

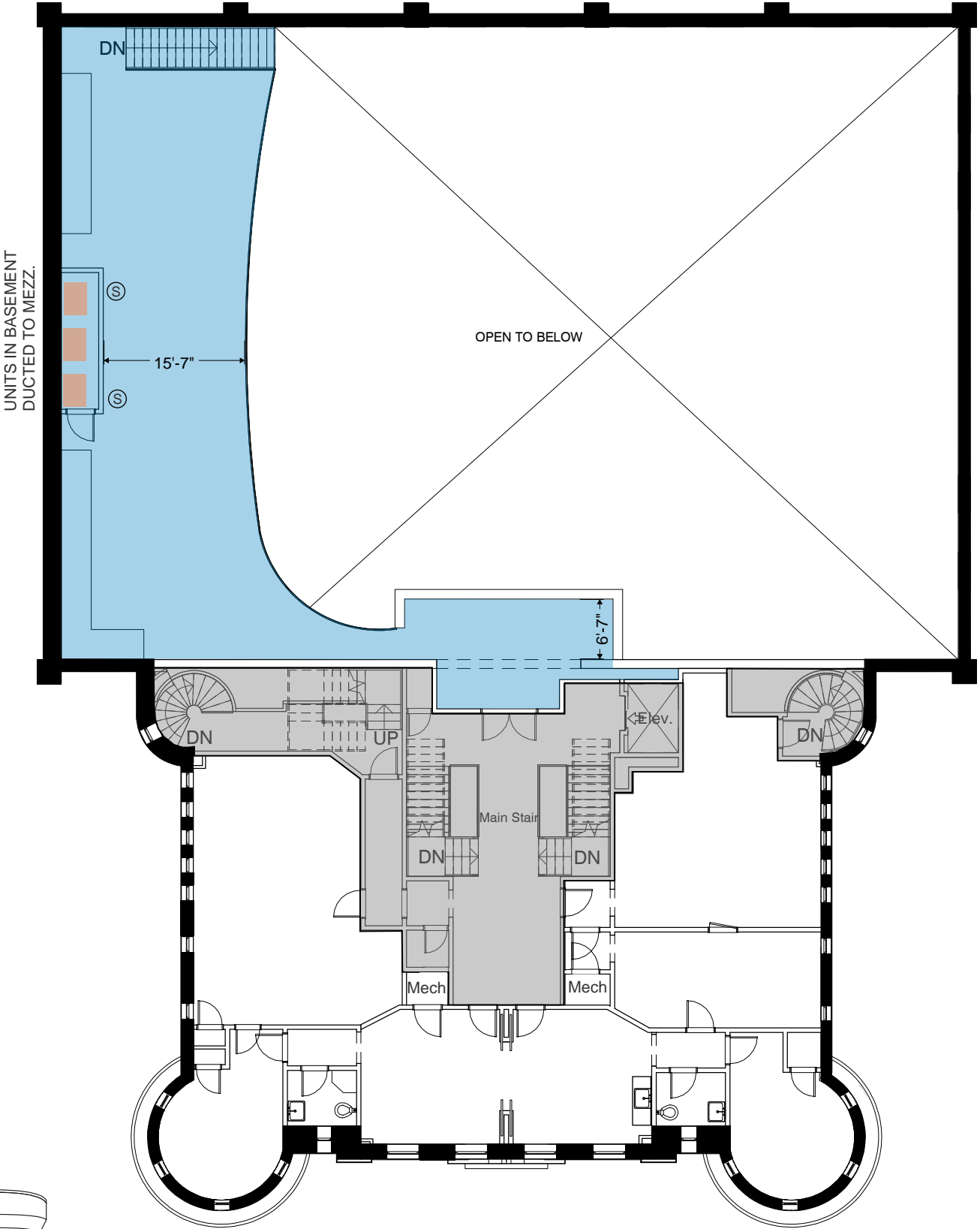
Meters
Electrical: 5059379
Gas: R058713

Other
Stage, lighting, sound booth, concessions stand, office

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat



The Armory
191 Highland Avenue
Somerville, MA



MEZZANINE

Orientation

Floor: Level 2
Exposure: West

Physical Space

Square Footage: 1,780 sf
Ceiling Height:
Floor Finish: Wood Flooring
Wall Finish: Drywall and Brick
Ceiling Finish: Firesprayed open cell spray foam

Systems

Electrical Service: No panel, refer to Performance Hall
Heating/Cooling System: refer to Performance Hall.
Plumbing System: N/A
Fire Protection System: Fully sprinklered with wet system. Horn-strobe alarm and Smoke Detectors.
Telecom: Verizon Telecom
Lighting: Pendant Light, Specialty Light

Access

Main entry stair, Performance Hall

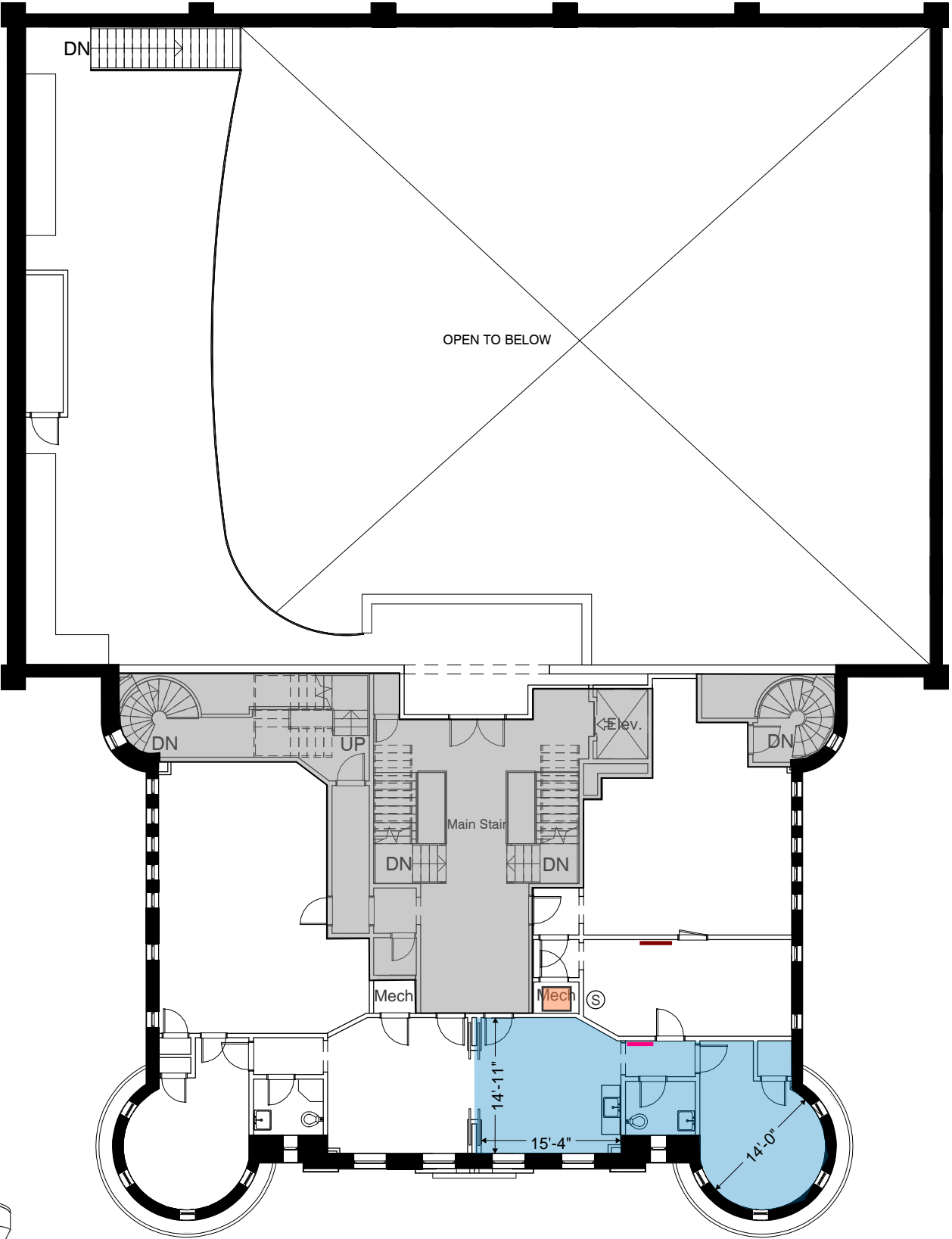
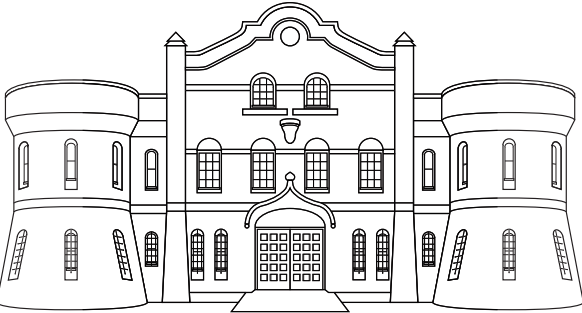
Windows

None

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat



The Armory
191 Highland Avenue
Somerville, MA



HIGHLAND AVE

UNIT 2A

Orientation

Floor: Level 2
Exposure: South

Physical Space

Square Footage: 540 sf
Ceiling Height: 10' -11" to 10' -5"
Floor Finish: Wood Flooring
Wall Finish: Drywall
Ceiling Finish: Drywall

Systems

Electrical Service: 120/208V-3PH 100A Recessed Panel, in 2C, shared with 2C
Heating/Cooling System: Gas fired central heating and cooling with duct distribution. Unit in 2C, thermostat in 2C.
Ventilation with operable windows.
Plumbing System: Manual kitchen faucet. Half Bath: Manual lavatory, flush tank toilet.
Fire Protection System: Fully sprinklered with wet system. Horn-strobe alarm and Smoke Detectors.
Telecom: Verizon Telecom
Lighting: Recessed can lighting

Access

Main entry stair

Windows

Count: 7
Type: operable, double hung

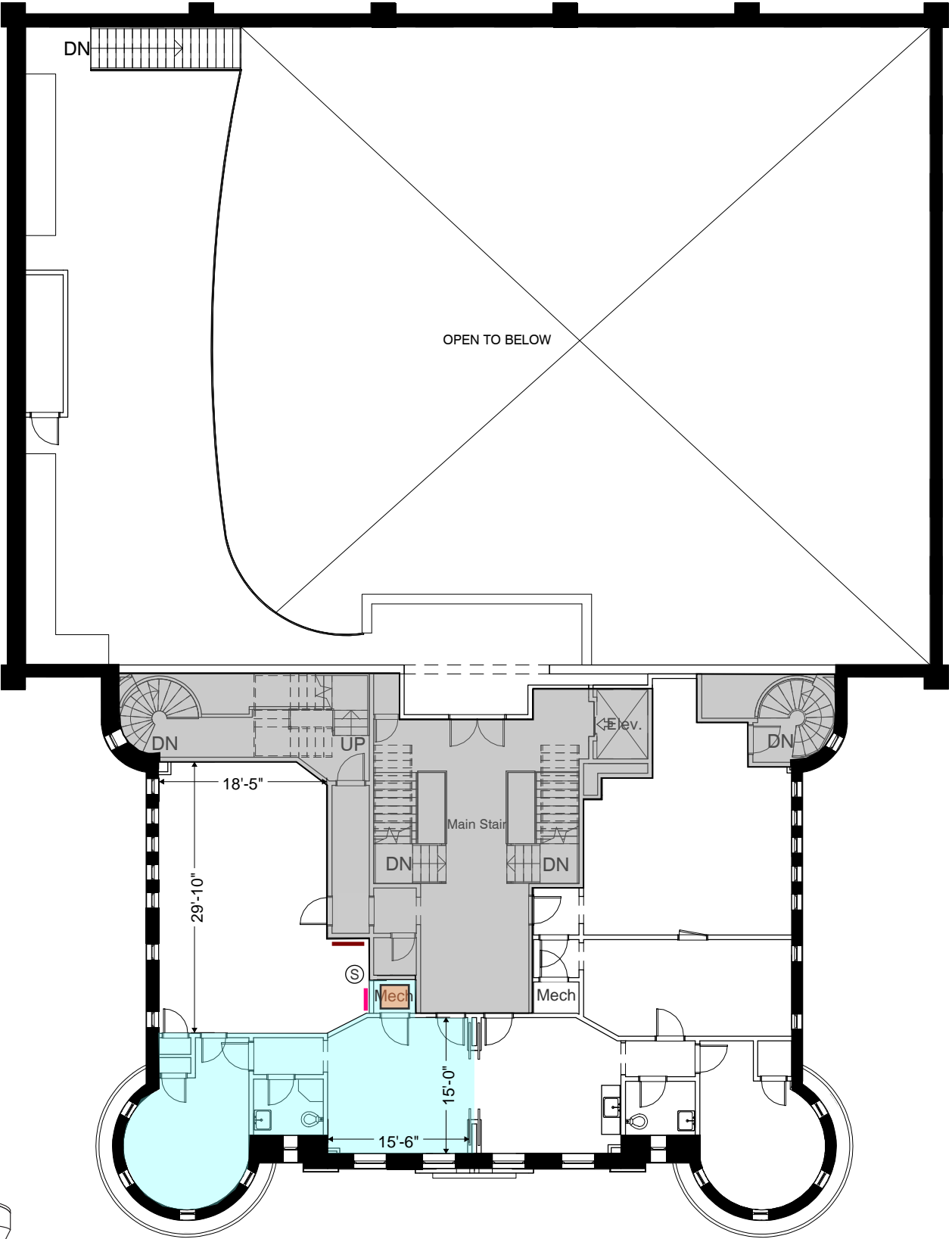
Meters

Electrical: 5056021
Gas: P209751

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat



The Armory
191 Highland Avenue
Somerville, MA



HIGHLAND AVE

UNIT 2B

Orientation
Floor: Level 2
Exposure: South & West

Physical Space
Square Footage: 570 sf
Ceiling Height: 10' - 11"
Floor Finish: Wood Flooring
Wall Finish: Drywall
Ceiling Finish: Drywall

Systems
Electrical Service: 120/208V-3PH 100A Recessed Panel
Heating/Cooling System: Gas fired central heating and cooling with duct distribution. Unit in interior mechanical room. Thermostat in the space. Ventilation with operable windows.
Plumbing System: Full Bath: Manual lavatory, flush tank toilet, shower.
Fire Protection System: Fully sprinklered with wet system. Horn-strobe alarm and Smoke Detectors.
Telecom: Verizon Telecom
Lighting: Track lighting, recessed can lighting

Access
Main Entry stair, West spiral stair

Windows
Count: 7
Type: operable windows,

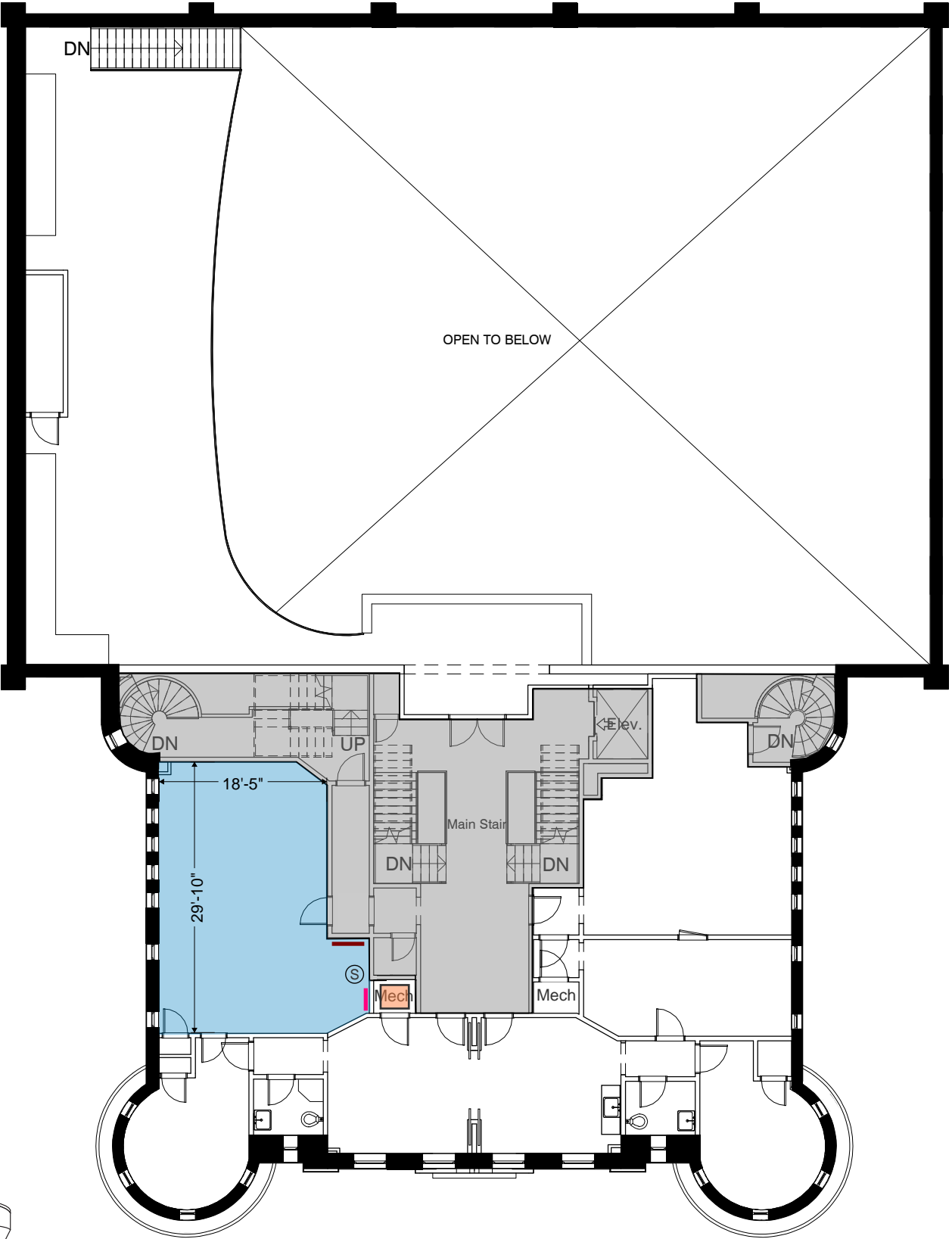
Other
Double pocket door to 2B

Meters
Electrical: 5056022
Gas: P235890

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat



The Armory
191 Highland Avenue
Somerville, MA



HIGHLAND AVE

UNIT 2C

Orientation
Floor: Level 2
Exposure: South & West

Physical Space
Square Footage: 596 sf
Ceiling Height: 10' - 11"
Floor Finish: Wood Flooring
Wall Finish: Drywall
Ceiling Finish: Drywall

Systems
Electrical Service: 120/208V-3PH 100A Recessed Panel
Heating/Cooling System: Gas fired central heating and cooling with duct distribution. Unit in interior mechanical room. Thermostat in the space. Ventilation with operable windows.
Plumbing System: Full Bath: Manual lavatory, flush tank toilet, shower.
Fire Protection System: Fully sprinklered with wet system. Horn-strobe alarm and Smoke Detectors.
Telecom: Verizon Telecom
Lighting: Track lighting, recessed can lighting

Access
Main Entry stair, West spiral stair

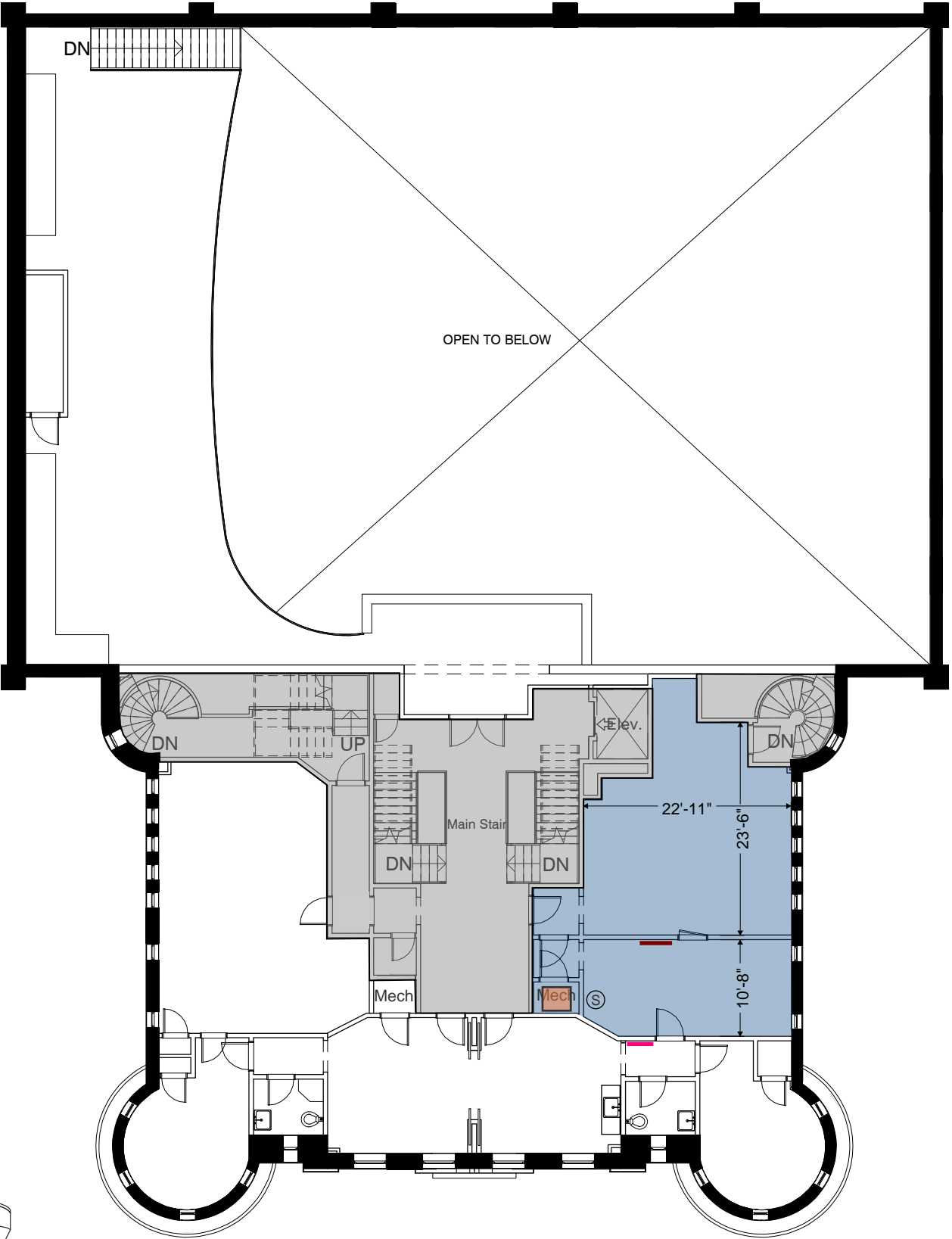
Windows
Count: 7
Type: operable windows,

Meters
Electrical: 5056022
Gas: P235890

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat



The Armory
191 Highland Avenue
Somerville, MA



HIGHLAND AVE

UNIT 2D

Orientation
Floor: Level 2
Exposure: East

Physical Space
Square Footage: 815 sf
Ceiling Height: 9' -1"
Floor Finish: Wood Flooring
Wall Finish: Drywall
Ceiling Finish: Drywall

Systems
Electrical Service: 120/208V-3PH 100A Recessed Panel, located in 2C, shared with 2B
Heating/Cooling System: Gas fired central heating and cooling with duct distribution. Thermostat in unit, controls 2C and 2B. Ventilation with operable windows.
Plumbing System: N/A
Fire Protection System: Fully sprinklered with wet system. Horn-strobe alarm and Smoke Detectors.
Telecom: Verizon Telecom, in 2C
Lighting: Recessed can lighting

Access
Main entry stair, East spiral stair

Windows
Count: 7
Type: Operable, double hung

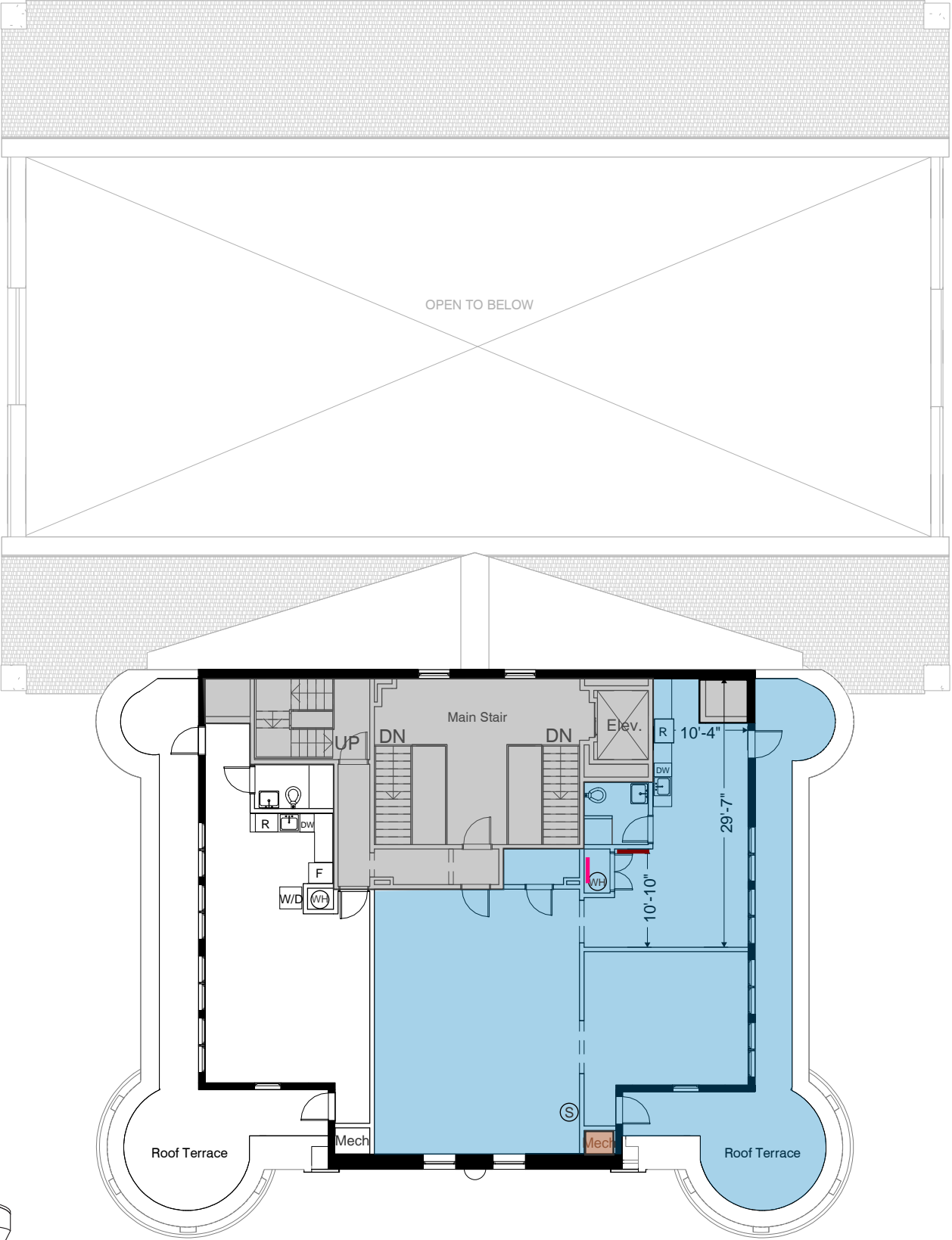
Other
Direct access to exterior via spiral stair

Meters
Electrical: 5056021
Gas: P209751

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat



The Armory
191 Highland Avenue
Somerville, MA



HIGHLAND AVE

UNIT 3A

Orientation
Floor: Level 3
Exposure: East & South

Physical Space
Square Footage: 1,435 sf interior, 415 exterior
Ceiling Height: Cathedral ceiling 15' -9" to 9' -1", kitchen and bedroom slanted ceiling 9' -2" to 8' -6"
Floor Finish: Wood Flooring
Wall Finish: Drywall
Ceiling Finish: Drywall with 4 skylights at living area.

Systems
Electrical Service: 120/208V-3PH 100A Recessed Panel
Heating/Cooling System: Gas fired central heating and cooling with duct distribution. Unit in interior mechanical room. Thermostat in the space. Ventilation with operable windows.
Plumbing System: Manual kitchen faucet w/ garbage disposal, automatic dishwasher, washing machine hook ups, dedicated electric water heater. Full bath: Manual lavatory, flush tank toilet, shower
Fire Protection System: Fully sprinklered with wet system. Horn-strobe alarm and Smoke Detectors.
Telecom: Verizon Telecom, CATV infrastructure
Lighting: Recessed Lighting, Skylights

Access
Main entry stair, West stair

Windows
Count: 11
Type: Operable, double hung

Other
Roof deck, Kitchen (sink, dishwasher, electric range)

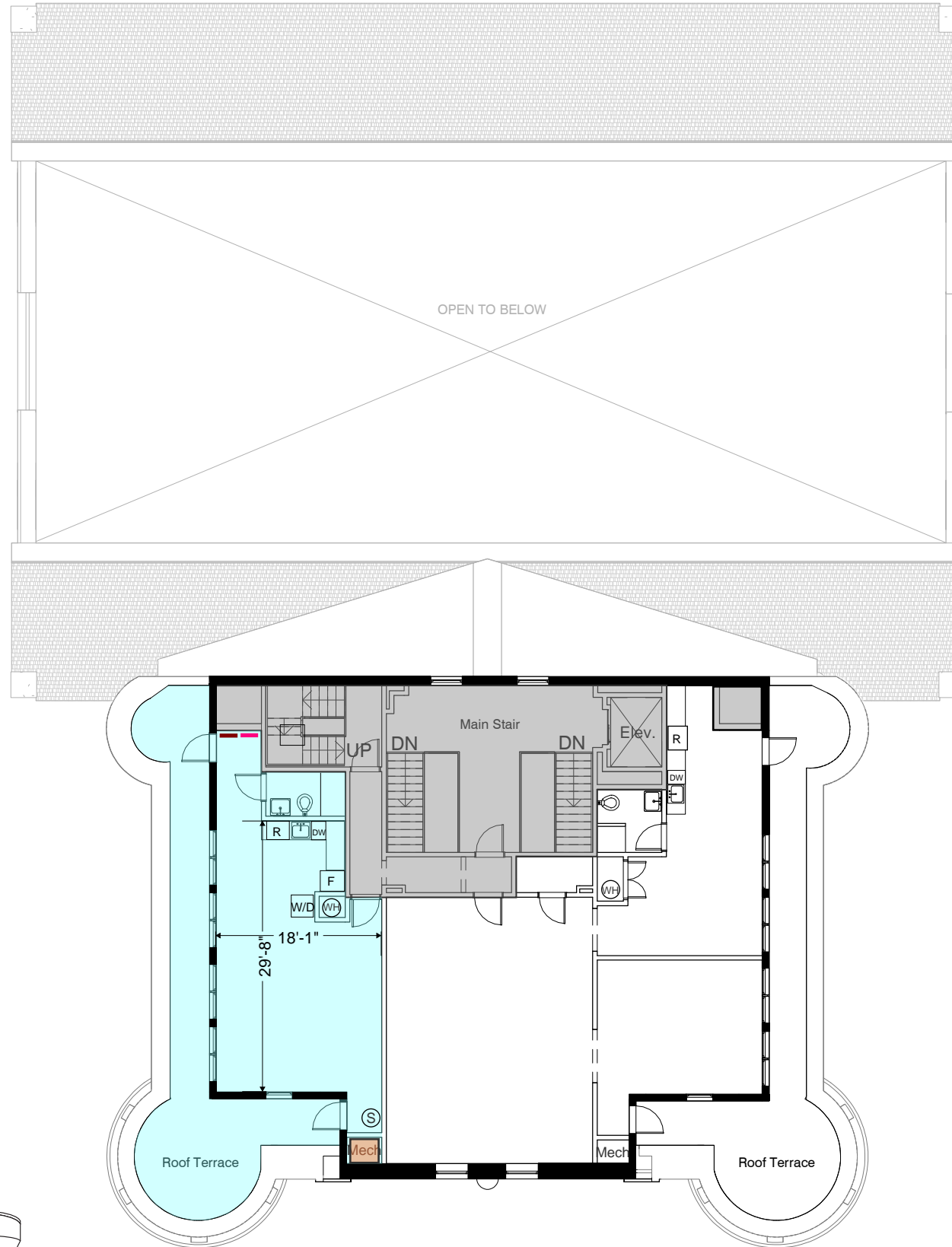
Meters
Electrical: 5056019
Gas: P186608

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat



The Armory

191 Highland Avenue
Somerville, MA



HIGHLAND AVE

UNIT 3B

Orientation

Floor: Level 3

Exposure: West & South

Physical Space

Square Footage: 614 sf interior, 415 sf exterior

Ceiling Height: 8'-10"

Floor Finish: Wood Flooring

Wall Finish: Drywall

Ceiling Finish: Drywall

Systems

Electrical Service: 120/208V-3PH 100A Recessed Panel

Heating/Cooling System: Gas fired central heating and cooling with duct distribution. Unit in interior mechanical room. Thermostat in the space. Ventilation with operable windows.

Plumbing System: Manual kitchen faucet w/ garbage disposal, automatic dishwasher, washing machine hook ups, dedicated electric water heater. Full bath: Manual lavatory, flush tank toilet, shower

Fire Protection System: Fully sprinklered with wet system. Horn-strobe alarm and Smoke Detectors.

Telecom: Verizon Telecom

Lighting: Recessed Lighting

Access

Main entry stair, West stair

Windows

Count: 9

Type: Operable, double hung





Other

Roof deck, kitchen (sink, electric range, microwave/stove exhaust, dishwasher, fridge), washer/dryer combo unit

Meters

Electrical: 5072598

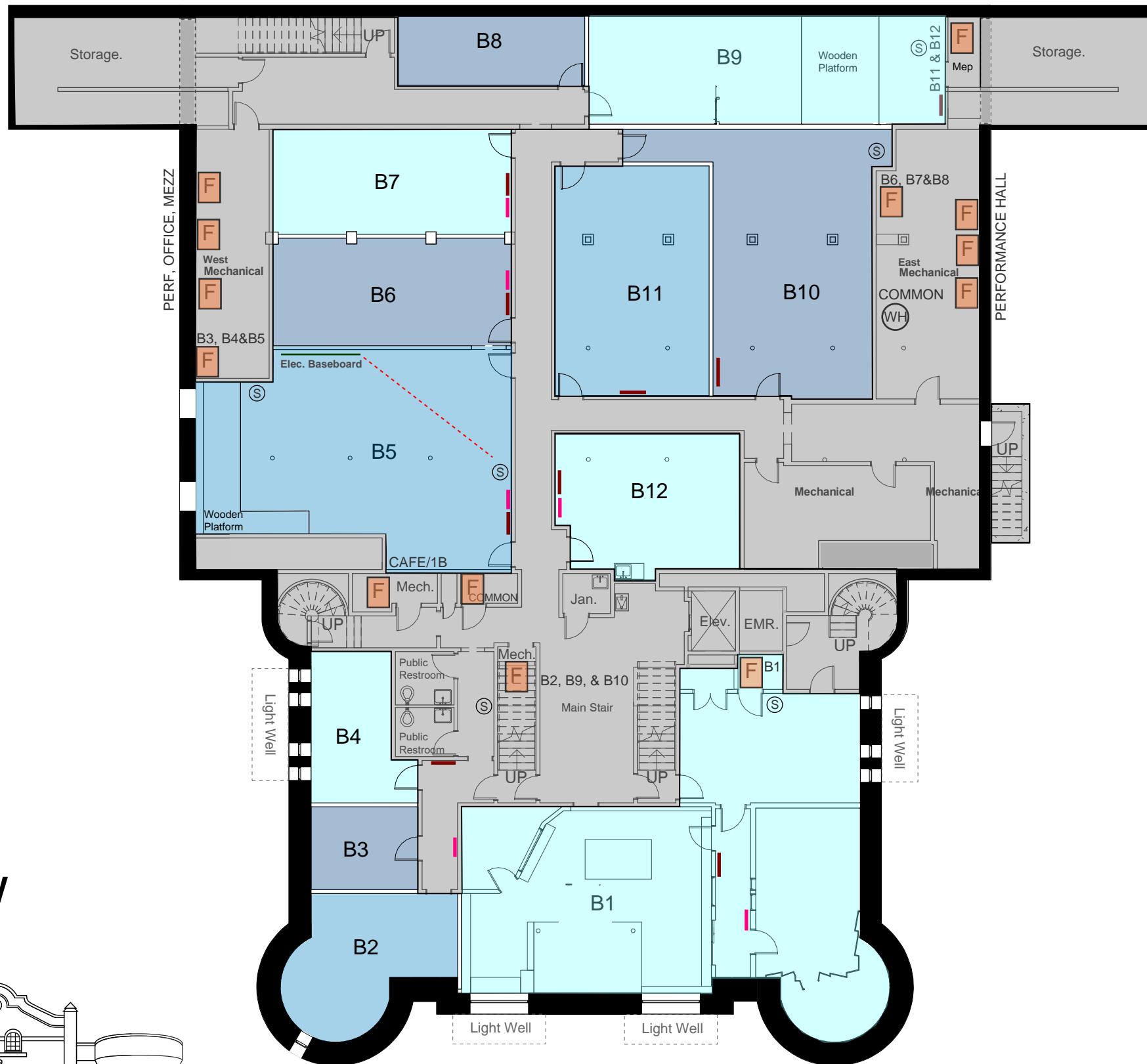
Gas: P242497

-  Mechanical Unit
-  Electrical Panel
-  Telecom Enclosure
-  Thermostat



The Armory





191 Highland Avenue
Somerville, MA



HIGHLAND AVE

BASEMENT

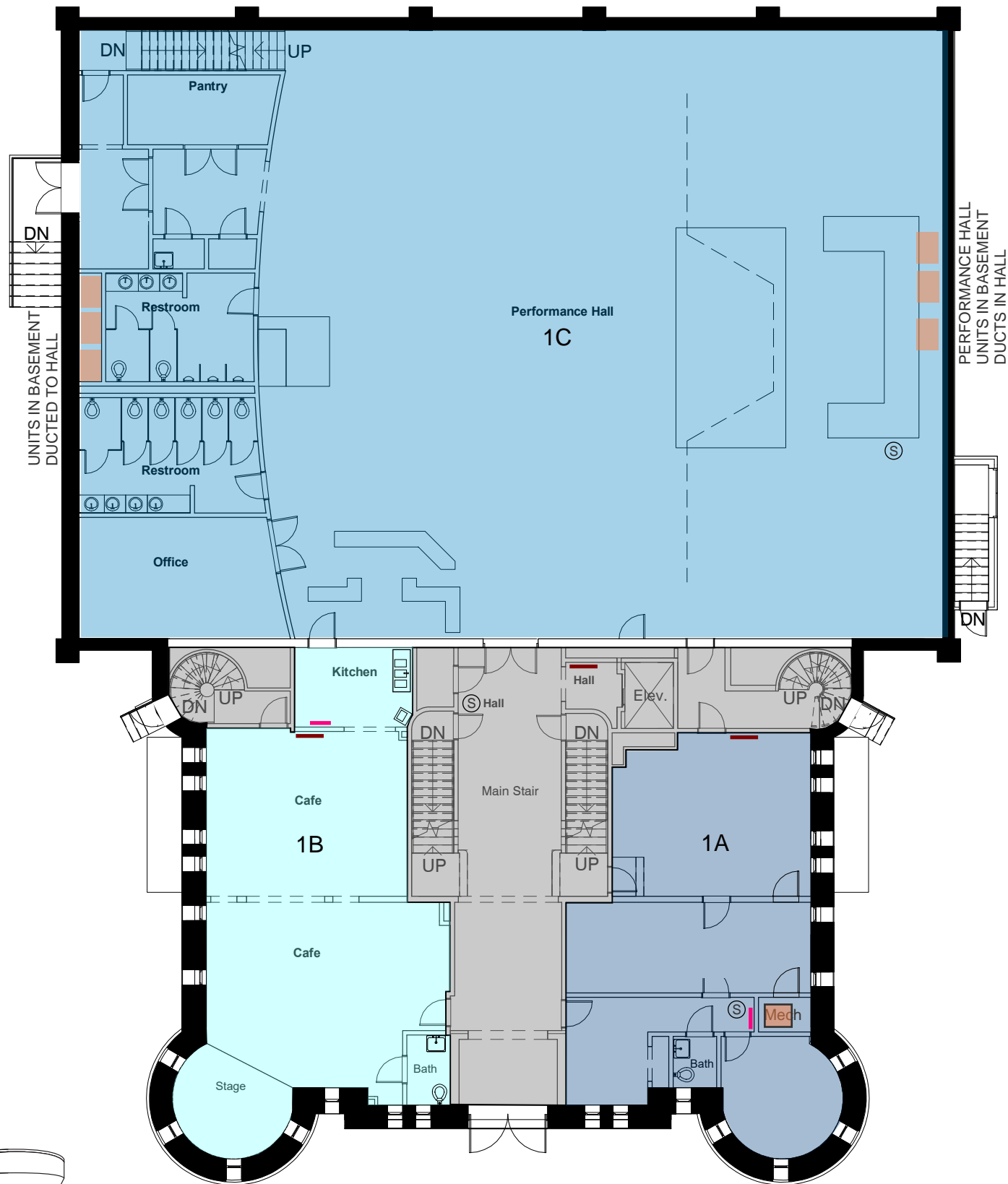
B1:	1,650 sf
B2:	300 sf
B3:	140 sf
B4:	210 sf
B5:	1,010 sf
B6:	415 sf
B7:	400 sf
B8:	205 sf
B9:	500 sf
B10:	740 sf
B11:	570 sf
B12:	400 sf

-  Mechanical Unit
-  Electrical Panel
-  Telecom Enclosure
-  Thermostat



The Armory

191 Highland Avenue
Somerville, MA



HIGHLAND AVE

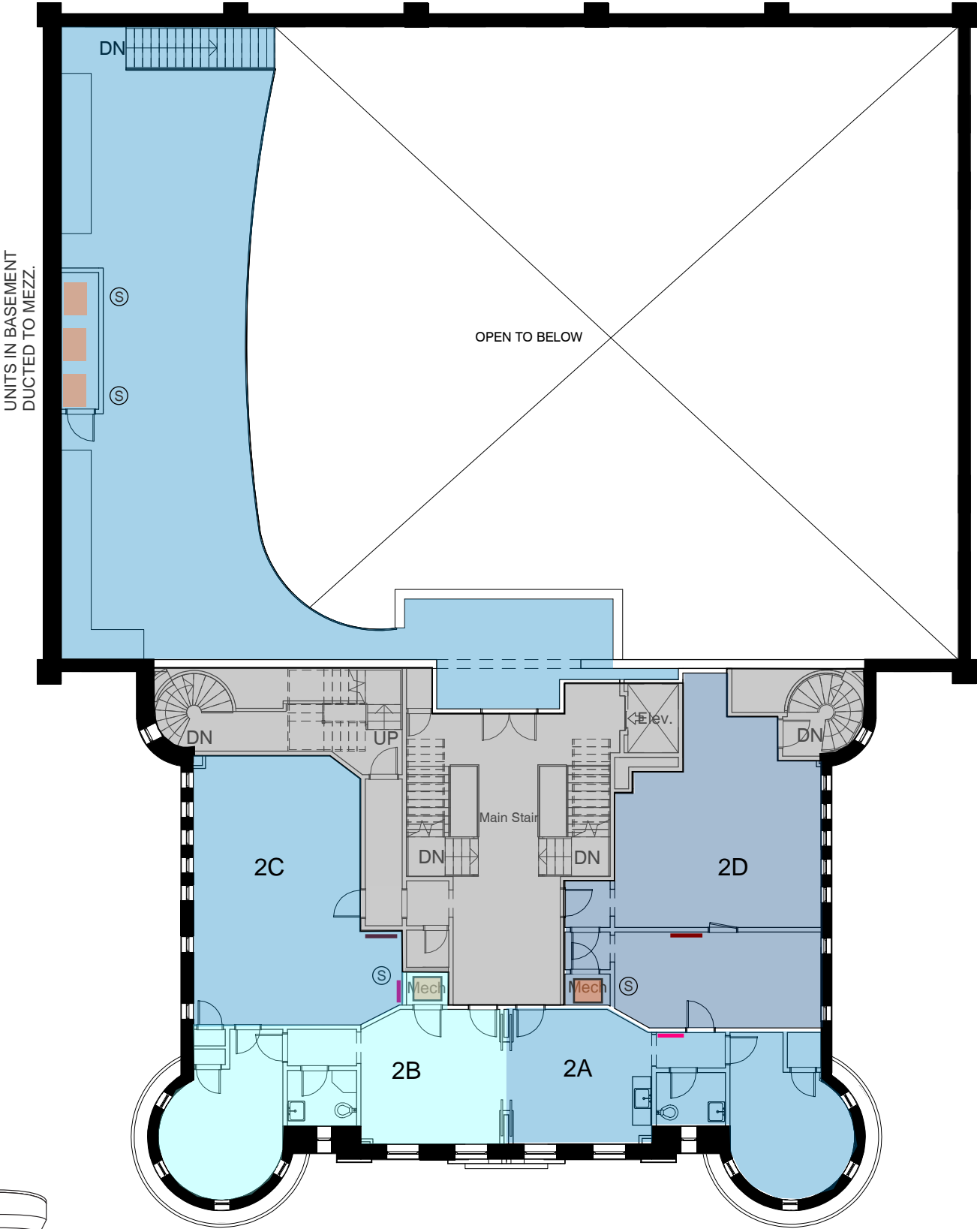
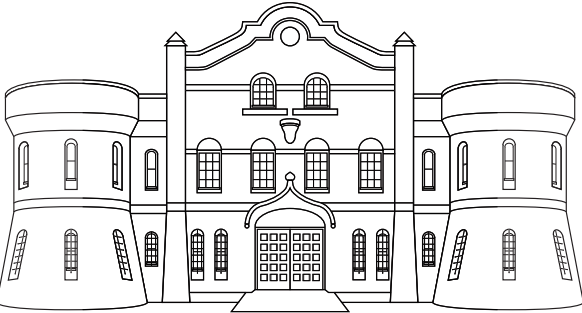
LEVEL 1

1A:	1,150 sf
Cafe (1B):	1,310 sf (includes 125 sf kitchen)
Performance Hall (1C):	6,975 sf

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat



The Armory
191 Highland Avenue
Somerville, MA



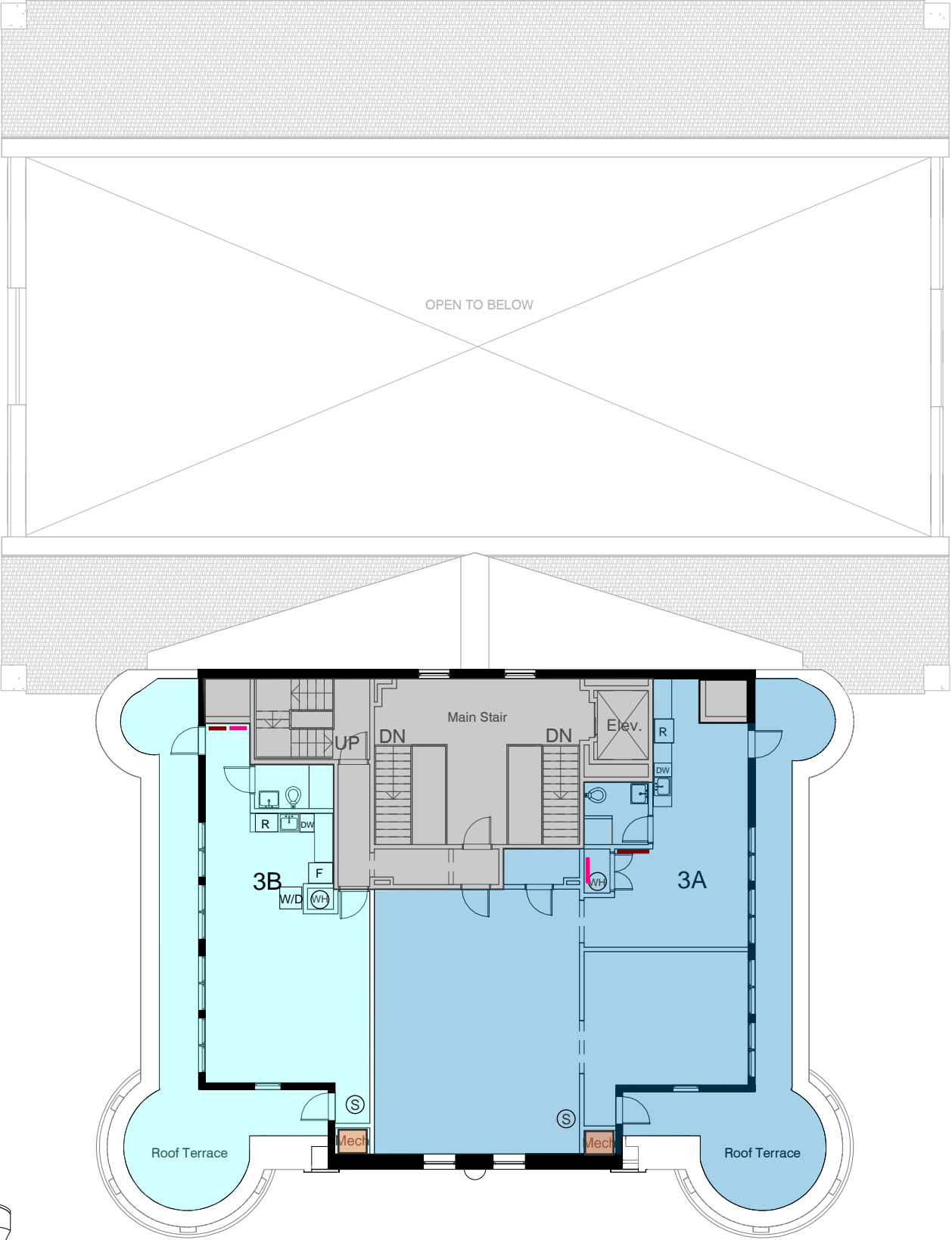
LEVEL 2

Mezzanine:	1,780 sf
2A:	540 sf
2B:	570 sf
2C:	596 sf
2D:	815 sf

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat



The Armory
191 Highland Avenue
Somerville, MA



LEVEL 3
3A: 1,435 sf interior, 415 sf exterior
3B: 614 sf interior, 415 sf exterior

- Mechanical Unit
- Electrical Panel
- Telecom Enclosure
- Thermostat



4.2 Appendix 2: Space Form

Armory RFP Appendix 2: Space Form

Applicant Name: _____

Instructions:

- 1. Applicants must fill out rows F, G and H for particular rooms on which they wish to bid, and all three columns (F, G and H) must be completed for rooms on which you bid.
- 2. Applicants must propose a lease length of either: a) three (3) years or five (5) years in Column G.
- 3. Applicants may not place a bid BELOW the Minimum Annual Rent + Fee listed in Column E for a given space. Applicants may propose an Annual Rent & Fee **up to, but not more than, \$2.00/sf** ABOVE the listed Minimum Annual Rent and Fee for a particular space.
- 4. The City reserves the right to make partial awards by for only some of the spaces proposed on this form, considering an applicant's prioritization of spaces listed in Column H. Applicants bidding on multiple rooms should rank their chosen spaces in order of priority in Column H, with "1" being the highest priority.
- 5. An Annual CAM (common area maintenance) fee of \$1.50/sf, listed in Column D, will be charged for all leasable spaces in the Armory. Please include this fee when completing Column F for all desired spaces.

Example: An applicant wishing to bid on Unit 3B must complete Column F with an amount between \$24.00/sf and \$26.00/sf. Bids of \$24.00/sf or \$25.75/sf would be acceptable, but a bid of \$23.00/sf or \$27.00/sf would NOT be acceptable.

A	B	C	D	E	F	G	H
Room Number	Room Size (sf)	Minimum Annual Rent	Annual CAM Fee	Minimum Annual Rent + Fee	PROPOSED ANNUAL RENT + FEE (\$/SF)	PROPOSED Lease Length (3 or 5 years)	APPLICANT PRIORITY (1 = highest)
Third Floor							
3A	1,435 sf	\$22.50/sf	\$1.50/sf	\$24.00/sf			
3B	614 sf	\$22.50/sf	\$1.50/sf	\$24.00/sf			
Second Floor							
2A	540 sf	\$22.50/sf	\$1.50/sf	\$24.00/sf			
2B	570 sf	\$22.50/sf	\$1.50/sf	\$24.00/sf			
2C	596 sf	\$22.50/sf	\$1.50/sf	\$24.00/sf			
2D	815 sf	\$22.50/sf	\$1.50/sf	\$24.00/sf			
First Floor							
1A	1,150 sf	\$25.50/sf	\$1.50/sf	\$27.00/sf			
1B	1,310 sf	\$22.50/sf	\$1.50/sf	\$24.0/sf			
1C (Performance Hall and Mezzanine)	8,755 sf	\$4.50/sf	\$1.50/sf	\$6.00/sf			
Basement							
B1	1,650 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			
B2	300 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			
B3	140 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			
B4	210 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			
B5	1,010 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			
B6	415 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			
B7	400 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			
B8	205 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			
B9	500 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			
B10	740 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			
B11	570 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			
B12	400 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			

Applicant Signature: _____

Armory RFP Appendix 2: Space Form Example

EXAMPLE:

An applicant wishes to lease Units 2A, 2B & 2C as a collaborative arts studio space.

- The applicant would fill out one (1) Space form for all three desired units, as shown below.
- The applicant wishes to bid paying \$25/sf for annual rent and CAM fees for all three units. They put "25.00" in Column F for all three spaces.
- The applicant wants a 3-year lease for all three units. They put "3" in Column G for all three spaces.
- The applicant must prioritize the three spaces they want to lease by filling out Column H. They indicate their preferences by putting "3, 2 and 1" in Column H respectively for Units 2A, 2B and 2C, showing that Unit 2C is most important to them and Unit 2A is least important.

A	B	C	D	E	F	G	H
Room Number	Room Size (sf)	Minimum Annual Rent	Annual CAM Fee	Minimum Annual Rent + Fee	PROPOSED ANNUAL RENT + FEE (\$/SF)	PROPOSED Lease Length (3 or 5 years)	APPLICANT PRIORITY (1 = highest)
Third Floor							
3A	1,435 sf	\$22.50/sf	\$1.50/sf	\$24.00/sf			
3B	614 sf	\$22.50/sf	\$1.50/sf	\$24.00/sf			
Second Floor							
2A	540 sf	\$22.50/sf	\$1.50/sf	\$24.00/sf	25.00	3	3
2B	570 sf	\$22.50/sf	\$1.50/sf	\$24.00/sf	25.00	3	2
2C	596 sf	\$22.50/sf	\$1.50/sf	\$24.00/sf	25.00	3	1
2D	815 sf	\$22.50/sf	\$1.50/sf	\$24.00/sf			
First Floor							
1A	1,150 sf	\$25.50/sf	\$1.50/sf	\$27.00/sf			
1B	1,310 sf	\$22.50/sf	\$1.50/sf	\$24.0/sf			
1C (Performance Hall and Mezzanine)	8,755 sf	\$4.50/sf	\$1.50/sf	\$6.00/sf			
Basement							
B1	1,650 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			
B2	300 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			
B3	140 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			
B4	210 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			
B5	1,010 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			
B6	415 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			
B7	400 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			
B8	205 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			
B9	500 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			
B10	740 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			
B11	570 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			
B12	400 sf	\$16.50/sf	\$1.50/sf	\$18.00/sf			

Applicant Signature: _____

4.3 Appendix 3: Minimum Requirements Form

Armory RFP Appendix 3: Minimum Requirements Form

Proposer Name:

Minimum Requirements	Yes	No
Proposer's primary purpose is an Arts & Creative Enterprise Use		
Proposer is not a political or religious organization		
Proposer has proof of ability to pay rent in the Armory. See Question 3 for further details.		

1. Detailed verification that Proposer's (and any sub-operators') primary purpose is an Arts & Creative Enterprise Use:

Armory RFP Appendix 3: Minimum Requirements Form

2. Detailed verification that Proposer (and any sub-operators) is not a political or religious organization:

3. Proposers must have proof of ability to pay rent in the Armory. The City recognizes that artists and arts organizations vary widely in their administrative capacity and financial documentation practices. To ensure equity and access, applicants may provide any combination of the documents listed to demonstrate ability to pay. The City reserves the right to request clarification or additional documentation as needed.

For proposers WITH a current commercial lease, the only acceptable documentation is **proof of full rent payment for the last six months**. If this documentation is not available, proposers must submit a statement elaborating on why this documentation is not available.

For proposers WITHOUT a current commercial lease, documentation establishing ability to pay rent in the Armory may include, but are not limited to:

- 3 to 6 months of bank statements showing typical cash flow, including commitment of six months' rent for all spaces upon which bids are placed
- Signed self-reported income/expense statement, including commitment of six months' rent for all spaces upon which bids are placed
- Year-to-date income/expense report, including commitment of six months' rent for all spaces upon which bids are placed
- Proof of prior commercial lease with full rent payment for at least six months of that lease
- For individuals/sole proprietors: Copy of most relevant tax schedule (Schedule C for sole proprietors) instead of a full tax return
- For incorporated organizations/businesses: Copy of most relevant form (990 or 990EZ – no 990N), if organization has a 990N – use the following (below) as a substitute
- Letter from guarantor, co-signer, or fiscal sponsor including proof of commitment for six months' rent for all spaces upon which bids are placed

Attach the documentation to your application.

Armory RFP Appendix 3: Minimum Requirements Form

Below, please provide narrative verification that Proposer will be able to pay rent in the Armory:

Additional detail on any of the above questions, if required:

Proposer's Signature:

4.4 Appendix 4: Documentation Examples for Financial Capacity and Operational Capacity Criteria

Appendix 4: Documentation Examples for Financial Capacity and Operational Capacity Criteria

Financial Capacity and Operational Capacity documentation assesses overall organizational stability and long-term financial sustainability. It does not evaluate immediate liquidity or ability to pay rent, which is addressed separately in the minimum criteria. Please utilize the below examples in order to be scored highly for the Financial Capacity and Operational Capacity evaluation criteria.

Financial Capacity

All Group Types

- Proof of varied funding streams
- Letter of support from past grantor attesting to the success of prior grants and organizational stability
- 990s
- Applicant business plan during their time as a tenant at the Armory
- Other future financial planning based on tenancy at the Armory

Established Organizations

- Previous year's project history (performances, exhibitions, teaching work, etc.)
- Summary of committed partnerships or letters confirming scheduled programming
- List of pending or awarded grants
- Documentation of in-kind support (materials, space, volunteer labor) that demonstrates community investment
- Program calendar for the next 6–12 months

New Organizations or Projects Without 3-Year Plan

- Start-up budget + narrative explaining revenue sources
- Letter of fiscal health from a partner organization, sponsor, or funder
- Evidence of pre-booked programming

Fiscally-Sponsored Groups

- Fiscal Sponsor's internal dashboard/program ledger
- Statement of project balance
- Letter of good standing from the fiscal sponsor

Operational Capacity

Similar to above, plus:

- Organizational charts
- Staff biographies, CVs, or resumes

4.5 Appendix 5: Special Criteria for Performance Hall (1C)

The Performance Hall of the Armory, the largest leasable unit on the premises, will have some additional considerations. Historically, this space has functioned as a venue for various arts-related events, including but not limited to concerts, artistic performances, and other cultural activities. Additionally, the space has hosted community-oriented events such as the Winter Farmers Market and elections. The objective of the Master Plan, as defined through community engagement, is to maintain this diverse mix of uses.

The successful respondent shall be an organization capable of offering a broad array of events, with an emphasis on artistic and cultural programming. Proposals should include provisions for a limited number of private events, subject to the availability of space, and a transparent pricing structure that ensures accessibility for the local community. The proposed business plan must adhere to the guidelines for the Performance Hall as outlined throughout this RFP, ensuring the space is used in a manner consistent with the goals and vision set forth by the community.

Minimum Requirements

Proposals must include and demonstrate:

1. Operational Capacity

- a. Clear experience in event and venue management, including scheduling, logistics, staffing, safety, policy, and maintenance for a high-traffic space.

2. Artistic and Cultural Emphasis

- a. A programming plan that places priority on artistic, cultural, and community-oriented events, and reflects a commitment to diversity, equity, and inclusion.

3. Limited Private Use Policy

- a. Proposals may include a modest share of private rentals (events neither accessible to the public nor artistically oriented e.g. weddings, corporate fundraisers, non-arts meetings, etc.), but:
 - i. The maximum number of private functions in the Performance Hall is limited to 25% of the total number of Performance Hall events in a calendar year.
 - ii. Must clearly state limits on private events to ensure community and arts programming remain the focus.
 - iii. Provide a transparent rental policy and pricing structure, including:
 - 1. Publicly accessible information on availability, rental process, and costs
 - 2. Discounted or subsidized rates for local artists, nonprofits, and community groups

4. Accessibility, Equity & Transparency

- a. The proposer must demonstrate how the space will be made accessible and welcoming to a broad cross-section of the public, including:

- i. Transparent access policies that outline who can use the space, how it can be reserved, and how programming decisions are made
- ii. Clear, public-facing communication (e.g., a website or posted schedule) regarding event calendars, open calls, and booking opportunities
- iii. A strategy for inclusive engagement, especially with underrepresented or underserved communities

5. Alignment with Scope of Work

- a. The proposal must adhere to the Scope of Work and align with the Armory Master Plan's goals, including:
 - i. Sustaining creative and community use
 - ii. Encouraging cultural vibrancy
 - iii. Ensuring financial and operational sustainability
 - iv. Building public trust through accountability and transparency

6. Civic Access

- a. The proposal must include the following civic access days each year:
 - i. The third Tuesday in September for primary elections
 - ii. The second Tuesday in November for elections
 - iii. Up to three additional civic access days throughout the year with at least 6 months of notice. Uses may include, but are not limited to, special elections that do not adhere to the standard elections schedule and presidential primaries, such as that on March 7th, 2028.
 - iv. Civic access days will be granted for no charge or fee to the City, and will take scheduling priority over all other events or programming for Unit 1C on a given date

Scoring Consideration

Proposals for Performance Hall (1C) will receive additional consideration for:

- Proven capacity to manage large, diverse events year-round
- Strong local partnerships and community engagement
- A robust, transparent access framework
- Balanced approach to public benefit and earned revenue

Scoring:

Maximum of 15 points available.

Event And Venue Management Capacity

- **Highly Advantageous: 5 Points**

The applicant clearly demonstrates more than one (1) year of capacity to manage large, diverse arts events year-round

- **Advantageous: 3 Points**

The applicant clearly demonstrates one (1) year of capacity to manage multiple large, diverse arts events year-round

- **Not Advantageous: 0 Points**

The applicant does not demonstrate capacity to manage multiple large, diverse arts events year-round

Local Partnerships and Community Engagement

- **Highly Advantageous: 5 Points**

The applicant provides programming that prioritizes artistic, cultural, and community-oriented events, reflects a commitment to diversity / equity / inclusion, and limits private functions to less than 25% of Performance Hall events in a calendar year.

- **Advantageous: 3 Points**

The applicant provides programming that prioritizes artistic, cultural, and community-oriented events, reflects a commitment to diversity / equity / inclusion, and limits private functions to 25% of Performance Hall events in a calendar year.

- **Not Advantageous: 0 Points**

The applicant does NOT provide programming that prioritizes artistic, cultural, and community-oriented events, reflects a commitment to diversity / equity / inclusion, and/or does NOT limit private functions to 25% of Performance Hall events in a calendar year.

Transparency and Access

- **Highly Advantageous: 5 Points**

The applicant clearly demonstrates more than one (1) year of providing event and facility management with transparent access policies, program schedules, rental rates, promotes inclusive public programming to diverse audiences and conducts proactive outreach to underserved populations.

- **Advantageous: 3 Points**

The applicant clearly demonstrates one (1) year of providing event and facility management with transparent access policies, schedules, outreach to the public and underserved populations and provides five (5) Civic Access days per year.

- **Not Advantageous: 0 Points**

The applicant does NOT demonstrate at least one (1) year of providing event and facility management with transparent access policies, schedules, outreach to the public and underserved populations and/or does NOT provide five (5) Civic Access days per year.

4.6 Appendix 6: Special Criteria for Community Space

The Armory Master Plan outlines a goal to establish a community-oriented space within the building. Historically, this objective has been fulfilled through the operation of a café located on the first floor (Unit 1C), but proposals need not be limited to unit 1C. The Advisory Board seeks a similar, accessible space that serves the community; however, the selection of the specific use and location within the building is at the discretion of the proposer. Proposers are encouraged to identify the most suitable location and programming for a community-oriented space. In the event that only one proposal for a community-oriented use is submitted, that proposer may be given preference in the award of the lease. Examples of community space uses may include but are not limited to: shared managed space; public gathering space; and more.

Minimum Requirements for Access – Community Space

To fulfill the Armory Master Plan’s goal of providing a welcoming, community-facing space, all proposals for community-oriented uses must meet the following minimum access requirements:

1. Public Accessibility

- a. The space must be open to the public on a regular and predictable schedule, with a minimum of 20 open hours per week.
- b. Clear signage and communication (physical and digital) must inform the public when and how the space can be accessed.

2. Physical Accessibility

- a. The space must have a goal to be as ADA-compliant as possible, ensuring barrier-free access for people with disabilities, with considerations including but not limited to entrances and furniture arrangement.

3. Affordability and Inclusivity

- a. Use of the space must not require purchase or paid admission to enter. If programming or services involve a fee, low-cost or free options must be regularly available.
- b. The proposer should demonstrate a commitment to serving diverse community members, including underrepresented or underserved populations.

4. Activation & Programming

- a. The space should support regular, mission-aligned programming that invites community participation—such as informal gathering, cultural events, educational activities, or exhibitions.
- b. Proposers must include a programming plan or example schedule as part of their application.

5. Use of Shared/Common Space

- a. If the proposed community-oriented use overlaps with shared spaces (e.g., entrance area, hallways), the applicant must outline how those interactions will be managed collaboratively with other tenants and in line with building operations.

6. Staffing or Stewardship

- a. The applicant must demonstrate how the space will be actively managed or stewarded during open hours to ensure safety, accessibility, and maintenance.

Scoring Consideration

Proposals for Community Space will receive additional consideration, in the form of Bonus Points in Eligibility Scoring, for:

- Active management of the space by on-site staff to be open to the public on a regular and predictable schedule with clear signage.
- Hosting of arts-aligned programming in the space on a regular, well-advertised basis to foster community participation with no/low-cost fee options
- Demonstrated commitment to collaborate with other Armory tenants to share and use common spaces

Scoring:

- **Highly Advantageous: 6 Points**
The space will be staffed and open to the public on a regular and predictable schedule for a minimum of 30 open hours per week
- **Advantageous: 3 Points**
The space will be staffed and open to the public on a regular and predictable schedule for a minimum of 20 open hours per week
- **Not Advantageous: 0 Points**
The space will be staffed and open to the public on a regular and predictable schedule for less than 20 open hours per week

4.7 Appendix 7: Building Rules

The Somerville Armory Tenant Building Rules and Regulations
191 Highland Avenue, Somerville, MA 02143

Section I. Definitions

Armory Building ("Armory"): The Armory Building located on the Property (191 Highland Avenue) including the Common Areas.

Staff Liaison: The appropriate City staff contact for requests regarding the Armory. The Staff Liaison may change as appropriate, and notice will be given to tenants

Common Areas: As used in this Lease, "Common Areas" are defined to include all areas within the Property which are available for the common use of tenants of the Property and which are not leased or held for the exclusive use of Tenant or other tenants, including but not limited to, the hallways, stairwells, elevator, and bathrooms.

Grounds: Front walk, bicycle racks, all visitor parking spaces, entrances to and exits from the Armory, and the area at rear of the Armory, including the driveway, courtyards, driveways, sidewalks, access to the parking lot from adjacent roads, landscaping, and planted areas.

Department of Public Works (DPW): The City of Somerville Department of Public Works.

Landlord: The City of Somerville as owner and property manager.

Leased Premises: Portion(s) of the Property subject to a Lease Agreement between a Tenant and the Landlord.

Property: 191 Highland Avenue.

Tenant: A Tenant includes the person(s) or entity named on lease agreement. Tenant is also responsible for guests, visitors, Tenant's employees, and other persons using tenant's Leased Premises, persons present in the Armory on tenant's behalf, including, but not limited to, independent contractors. I

Tenant Advisory Council: Tenants with Leased Premises in the Armory who meet regularly with the Staff Liaison to represent the interests of Tenants and advise the Landlord on matters related to conditions in Armory or on the Property.

Section II. Use Restrictions

1. Use of Leased Premises in the Building and on the Property must be consistent with the Somerville Zoning Ordinance definitions for [Arts and Creative Enterprises in Section 9.2.2](#) and must be consistent with the tenant's accepted bid and use proposal. Tenants seeking to alter the use of their Leased Premises or approved use of Common Areas or Property, must obtain prior approval of the Staff Liaison and relevant City Departments (examples include but are not limited to Fire, Health, and DPW). Tenants making changes without approval do so at their own risk.

The Somerville Armory Tenant Building Rules and Regulations
191 Highland Avenue, Somerville, MA 02143

2. Basement units or rooms must not be used for public assembly uses (e.g. public events, classes and open houses). Any use of basement space areas not explicitly permitted in a Lease must be approved by the Staff Liaison.
3. The public hours of operation for the Armory are 10:00AM-11:30PM from Thursday through Sunday, and 10:00AM-1:00AM on Fridays and Saturdays. Outside of public building hours, Tenants are responsible for managing appropriate entry and exit of tenant guests and patrons. Tenant must be present at all times that Tenant's guests are present.
4. Use of the Grounds or parking lot must follow City licensing and public event permitting processes and require advance notice to the Staff Liaison.
5. Prior approval of the Staff Liaison and Landlord is required in order for a tenant to sublease their Premises to persons or entities not named on the Tenant's lease.

Section III. Use of Common Areas or Grounds

1. Overview

- a. Tenants have the non-exclusive right (in common with other tenants and all others to whom Landlord has granted such rights) to use the Common Areas for the purposes intended, subject to the provisions of this Section, ("CA Rules") as Landlord may modify from time to time with notice to Tenants.
- b. Tenant must abide by all such CA Rules and must use its best efforts to cause others who use the Common Areas with Tenant's express or implied permission to abide by these CA Rules.
- c. At any time, Landlord may temporarily close any Common Areas for a reasonable time as needed to perform any acts in the Common Areas as, in Landlord's reasonable judgment, are desirable to maintain or improve the Armory.
- d. Tenant must not interfere with the rights of the Landlord, other tenants, or any other person entitled to use the Common Areas.
- e. Landlord is not liable to any individual Tenant for the failure of any Tenant or the failure of any other third party's failure to comply with the CA Rules.

2. Prohibited Uses of Common Areas:

- a. Tenants may not use any Common Areas for the storage of any personal property or equipment.
- b. Tenants may not hang, affix, or place any wall hangings, artwork, sculpture, equipment, furniture, or lighting fixtures in Common Areas without the Landlord's

The Somerville Armory Tenant Building Rules and Regulations
191 Highland Avenue, Somerville, MA 02143

express written permission. Window coverings are prohibited.

- c. Tenants may not cause or create any obstructions or make any alterations of any kind to the Common Areas or the entry to the Tenant's unit.
- d. Bicycles may not be left in Common Areas or in visitor parking spaces.
- e. Personal property may not be left in Common Areas without express written permission by the Landlord. The Landlord will not be liable for theft of or damage to personal property left in Common Areas.

3. Using Common Areas for Events

- a. Tenants must have prior approval from the Staff Liaison to use the Common Areas for an event. Requests must be sent to the Staff Liaison at least seven working days in advance of the event, or such additional notice as may be required due to Staff Liaison's regular work schedule. Tenants are advised to allow extra time to accommodate the Staff Liaison's work schedule
- b. Tenants must exercise due care when using the Common Areas during events to ensure unobstructed movement of guests in the Common Areas and to maintain safe ingress to and egress and from the building.
- c. Tenants must work cooperatively with Landlord when use of Common Areas is needed for events and prepare and follow a plan for set up and breakdown of tables, chairs or similar items, for cleaning any debris and for removal of any associated temporary signage. (See also "Interior Signs" below).

4. Using the Building Grounds for Events

- a. Tenants must seek permission from the Staff Liaison prior to using the Grounds for an event. Tenants' use of the Grounds or parking lot must follow City licensing and public event permitting processes and require at least fourteen (14) working days' advance notice to the Staff Liaison. In the event of conflicting requests, Staff Liaison reserves the right to grant requests on a first-come first-serve basis.

Section IV. Mail & Package Area

- a. The Landlord will install a centralized mail system in the Armory's first floor vestibule. The Landlord and Staff Liaison will label mailboxes with tenant names and unit numbers, updating as necessary for new tenants.
- b. The Landlord will repair and maintain the centralized mail system. This includes fixing broken locks. Tenants may be charged for costs incurred for multiple repairs to locks.

The Somerville Armory Tenant Building Rules and Regulations
191 Highland Avenue, Somerville, MA 02143

- c. Tenants must keep access to the mail area clear. Packages and mail should be checked regularly such that excess mail does not accumulate.
- d. The Landlord will not be liable for theft of or damage to mail.

Section V. Parking

- 1. All existing parking spaces located at the Property are reserved for short-term use by Tenants, visitors, Tenant employees, or for loading and unloading on a first-come, first-served basis. Tenants may only use parking spaces for these purposes and must comply with all parking-related signage on the Property. Rules for parking spaces may be changed by Landlord at any time, in its sole discretion. The Landlord does not guarantee the availability of on-site parking on the Property for the duration of any tenancy in the Armory.
- 2. Tenants that require business parking permits for on-street parking may contact the Traffic and Parking Department.
- 3. Tenants, their guests or visitors to the Armory may not block any fire lanes.
- 4. Tenants, their guests or visitors to the Armory may not occupy ADA parking spaces without an official placard or license plate.
- 5. Bicycles and personal mobility vehicles may only be left in City-provided bicycle racks on the Property or within Tenant's Leased Premises.
- 6. Off-street loading or unloading of goods adjacent to any abutting properties must not occur. Trucks will be prohibited from idling on the Property or on the street in front of the Armory or Property. When not in use, marked loading zone(s) will serve as a 10-minute drop off parking area for anyone using the Armory. Passenger drop-off is encouraged to occur at the rear of the Armory, whenever possible.
- 7.

Section VI. Signage

- 1. Common Area Signage
 - a. Landlord may, at its expense, provide and maintain a Tenant directory in the entry lobby of the Armory and a common means to identify the unit number next to the entry door to each Tenant's Premises.
 - b. Tenants must notify the Staff Liaison and obtain written advance permission to change information listed on the Tenant directory.
- 2. Interior Signs

The Somerville Armory Tenant Building Rules and Regulations
191 Highland Avenue, Somerville, MA 02143

- a. Tenants are allowed to install one sign displaying their name on or next to the main entry door of their Leased Premises, provided such does not exceed two (2) square feet in size. Any sign larger than two square feet requires Landlord's written approval. All such signage will be installed by Tenants at their expense. Tenants must notify and coordinate with the Staff Liaison prior to installing Tenant signage. Signs installed in violation of these AC Signage Rules must be removed and/or replaced at Tenant's expense.
- b. If Tenants desire to install a sign or signs anywhere in the Common Areas, Tenants must provide a descriptive installation plan to the Staff Liaison and receive prior written approval, which Landlord may grant or deny in its sole discretion. Tenants must coordinate installation of any approved sign with the Staff Liaison.
- c. Due to the nature of the Armory's structural system, the nature of performing arts practice and performance, as well as the presence of multiple Tenants in the Armory, reasonable levels of sound bleed and impacts are to be expected in adjacent Premises and Common Areas within the Armory.
- d. Pursuant to existing municipal ordinances, including but not limited to zoning standards, sound emanating outside of the Armory must be compliant with City regulations.
- e. Posting fliers in the Armory is limited to individual door of Tenant's Leased Premises approved by the individual Tenant. Common Area bulletin boards are available for the entire community to post fliers. The Staff Liaison will monitor for removing past events and duplicates.

Section VII. Common Restroom Standards

- 1. Toilets and sinks must not be used for any uses besides their designed functions. Restroom sinks should be used for handwashing only. Tenants and visitors must not place anything in toilets besides human waste and toilet paper provided by the Landlord. Tenants and Tenants' visitors are responsible for all damage resulting from any stoppage, breakage, flooding, sanitation problem, or any other damage resulting from disposal of material other than human waste and Landlord-provided toilet paper in toilets or water in bathroom sinks.
- 2. Tenants must alert the Staff Liaison if bathroom resources run low for any reason, including the hosting of public events.

Section VIII. Cleaning and Waste Management

The Somerville Armory Tenant Building Rules and Regulations
191 Highland Avenue, Somerville, MA 02143

1. Common Area Maintenance

- a. Landlord will regularly clean and maintain all Common Areas.
- b. If Tenants utilize Common Areas for any event or otherwise impact a Common Area for their event, Tenant hosting the event or making the impact must mop and broom clean all Common Areas used. Tenants are responsible for their guest's use of any and all Common Areas.
- c. All trash and debris from Tenants' Leased Premises must be placed in the dumpster behind the Armory at the rear of the Property. Tenants must not dispose of or store debris, waste or recycling materials in Common Areas or anywhere on the Property or Leased Premises.
- d. Waste from Tenant's Leased Premises must not be placed in Common Area waste receptacles, including restrooms and public bins located on the Property.
- e. If the Armory dumpsters are full, Tenant is requested to notify the Landlord immediately. No Tenant trash is to be placed outside of/next to the dumpsters. No furniture is allowed in the dumpsters. No electronics are allowed in the dumpsters. Any large item must be broken down and all boxes placed in dumpster must be broken down flat.

2. Pest Control

- a. Tenants must maintain their Leased Premises in a pest-free condition and must notify the Staff Liaison if pests are observed in their Leased Premises.
- b. Landlord is responsible for all pest control on the Property. Tenants may be required to allow the pest control vendors to access their Leased Premises, with advance notice from the Landlord.

Section IX. Safety and Fire Protection

1. Tenants must comply with all Armory safety, fire protection, and evacuation regulations established at any time by Landlord or any applicable government agency or authority.
2. Tenant must maintain their own fire extinguishers in their Leased Premises and comply with all fire prevention regulations.
3. Tenant and their employees, guests, patrons and contractors must not block, obstruct, or position any material within 10 feet of an Armory egress point, regardless of duration or purpose.
4. Tenant must comply with the City's regulations pertaining to use of flame-retardant

The Somerville Armory Tenant Building Rules and Regulations
191 Highland Avenue, Somerville, MA 02143

fabrics/soft goods, pyrotechnics (including fog machines), and ensure all decorations, wall coverings, and sound insulation are flame resistant as specified in the Massachusetts Comprehensive Fire Safety Code 527 CMR 1, National Fire Safety Protection Code (“NFPA”) 1 Section 12.6 and Section 20.1. 5.4 including any updates or amendments. Tenants must ensure that such material does not obstruct visibility of or access to all egress points and emergency exits.

5. Tenants must ensure that all furnishings for performances, events, meetings and gatherings are erected, used and stored in compliance with all applicable fire code specifications.
6. Tenants may not remove, obscure, or otherwise modify safety equipment, including, but not limited to emergency lighting, exit signs, doors, and emergency hardware. Tenants must preserve unfettered and unobstructed access to life safety equipment at all times in their Leased Premises as well as Common Areas.
7. Smoking or vaping is prohibited anywhere in the Armory or on the Property within 50 feet of the Armory. No incense or open flames of any sort are allowed in any Leased Premises or Common Areas at all times.
8. Tenants must comply with stated occupancy limits determined by the City’s Inspectional Services Department for use of their Leased Premises.
9. Building Access, Locks & Keys. Each premises/space will have at least one lock (typically the main entrance) on the building's master lock system. Changes to the main entry lock are to be coordinated with the Landlord. Only the Landlord's Locksmith is authorized to make changes to main entry locks. Requests to deviate from this rule will be addressed on a case by case basis and must be approved by Landlord in writing.
10. No additional locks, guards or bolts of any kind may be placed upon the master-keyed entry door of Tenant's Premises without prior written consent of Landlord. In the event of a violation of the above rule by Tenant, Landlord may remove the additional locks, guards or bolts without any liability and may charge the expense incurred by such removal and repair to Tenant, including the cost for materials and labor for a new door if the existing door is determined by Landlord to be damaged beyond repair.
11. If operating as a performance space, operators must follow industry-standard safety protocols, including guidance from IATSE, USITT, and relevant ANSI/ESTA standards (e.g., E1.26, E1.34, E1.46). Training in rigging, lighting, and equipment handling is strongly encouraged. Compliance with OSHA and NFPA codes is required, and operators are responsible for the safety of performers and audience members, including clear egress, occupancy limits, and safety conditions on all floors, stages, and technical equipment.

Section X. Tenant Conduct

The Somerville Armory Tenant Building Rules and Regulations
191 Highland Avenue, Somerville, MA 02143

1. Tenants will not engage in any activities which may damage the Armory, Common Areas, Property, Grounds, or Premises. Tenants must use due care when engaging in activities that generate odors or fumes. Tenants are responsible for the proper ventilation and dispersal of any and all odors, fumes or emissions that are generated in their Leased Premises or Common Areas.
2. The Armory is a shared building. Tenants are advised that, due to the shared nature of the Armory, noise bleed from unit to unit or from Common Areas can and will occur. Tenants are encouraged to communicate with fellow Tenants to reach mutually agreeable resolutions to impact-related and nuisance issues as well as other inter-Tenant disputes.
3. Tenants are expected to be respectful towards other tenants, the Staff Liaison, Landlord, and members of the public. Tenants will direct any complaints to the Staff Liaison.
4. The Armory has a Code of Conduct for all visitors and users. Tenants are responsible for the conduct and behavior of any and all employees, vendors, customers / patrons, guests and visitors whom they admit to the Armory and Leased Premises before, during, and after public hours of operation.
5. On-Site Responsible Party Requirement: For all events held at the Armory, the City requires that the Tenant, or a person designated by the Tenant ("Contact Person") be present at the Armory for the full duration of the event. The Contact Person must:
 - a. 1) Complete walkthrough of the Armory prior to the event;
 - b. 2) Be familiar with the Building Rules and all applicable, safety procedures, and event protocols;
 - c. 3) Maintain active communication with the City's assigned staff liaison throughout the event (via cell phone or Tenant's business phone).
6. Tenants will work with the Staff Liaison to request repairs to their Premises. The Staff Liaison and Landlord will respond to Tenant concerns or repairs in a reasonable and timely manner.
7. Tenants are responsible for obtaining any and all license(s) and/or permit(s) that are required for any events that Tenant conducts in Tenant's Leased Premises, the Armory or the Property.

Section XI. Tenant Meetings

1. The Landlord and Staff Liaison will host an annual meeting to provide Armory-wide updates and core event dates with Tenants and the community. The Landlord and Staff Liaison may also hold additional meetings with all Tenants throughout the year as necessary.

The Somerville Armory Tenant Building Rules and Regulations
191 Highland Avenue, Somerville, MA 02143

2. The Landlord and Staff Liaison may schedule more frequent tenant meetings to discuss topics such as the following: reviewing and suggesting changes to the Building Rules; reviewing and suggesting changes to event notice and calendar sharing policies; review of logistical information such as trash pickup schedules.

Section XII. Miscellaneous.

1. The Landlord reserves the right at any time to add, remove, rescind, alter, or waive any rule or regulation prescribed for the Property at any time and to impose additional rules and regulations when, in its sole reasonable judgment, Landlord deems it necessary, desirable or proper for its best interest and for the best interests of the Armory operations.
2. Tenants are required to confirm at least once a year (upon the commencement of each renewal term) that Tenant's approved use of the Leased Premises conforms to Tenant's Lease Agreement and RFP response. Tenants are required to obtain approval in writing in advance of any change in use. Changes in use that do are not consistent with permitted uses for the Leased Premise will not be allowed.
3. Tenant's repeated failure to comply with these Building Rules, including CA Rules, constitutes a Default under a Tenant's Lease Agreement, subject to the penalties and consequences of stated in the Lease Agreement including termination. Tenants should see their Lease Agreement for additional details.

4.8 Appendix 8: Commercial Lease

LEASE AGREEMENT

This Lease agreement (“Lease”) by **CITY OF SOMERVILLE**, a municipal corporation and body politic and a political subdivision of the Commonwealth of Massachusetts, acting by and through its Mayor and the Somerville Arts Council (“Landlord”) and **[NAME OF TENANT]**, (“Tenant”).

SECTION 1: SUMMARY OF BASIC LEASE PROVISIONS:

Effective Date: 2026

MAILING ADDRESS OF LANDLORD AND ADDRESS FOR PAYMENT OF RENT:

City of Somerville
C/O City of Somerville Arts Council
50 Evergreen Ave. Somerville, MA 02143
Phone: 617.625.6600 ext. 2985

FOR NOTICE TO LANDLORD INCLUDE A COPY TO MAYOR AND LAW DEPARTMENT AS FOLLOWS:

City of Somerville
ATTN: Mayor’s Office
93 Highland Avenue
Somerville, MA 02143

City of Somerville
ATTN: Law Department
93 Highland Avenue
Somerville, MA 02143

MAILING ADDRESS OF TENANT:

DESCRIPTION OF LEASED PREMISES:

XXXX square feet of space consisting of [Room(s)] Floor, Unit No. XX, hereinafter “the Premises” located within Somerville Armory Building, 191 Highland Avenue, Somerville, MA 02143.

PERMITTED USE: [Description of Use:] Tenant’s use of the Leased Premises shall be in compliance with all of the provisions of this Lease Agreement, and all applicable City ordinances, including zoning ordinances, Tenant covenants and acknowledges that no trade, occupation, or other activity shall be conducted in the Leased Premises or use made thereof which will be unlawful, improper, noisy, or offensive, or contrary to any law or any municipal ordinance. Failure to comply with this paragraph shall be an event of default under the Lease Agreement and Landlord shall have the right to terminate the Lease

Agreement for violating this provision. NON-RESIDENTIAL USE PERMITTED ONLY. Tenant agrees not to use the Leased Premises for any type of residential purpose including, but not limited to, sleeping overnight. Tenants must comply with stated occupancy limits determined by the City's Inspectional Services Department for use of their Leased Premises.

COMMON AREAS. Tenant shall not be permitted to use Common Areas for storage.

RENT: \$XXXX ("Base Rent") payable in advance on the first of the month to Landlord's address above. Rent will increase in the amount of 4.75% of the Base Rent each year of the Lease term, commencing on the first anniversary of the Lease Agreement, and thereafter on July 1 of each successive renewal term.

The Landlord hereby leases to Tenant and Tenant hereby leases from the Landlord approximately [] square feet of commercial [studio, office, venue] space known as UNIT NO [] at the Armory Building ("Armory") located at 191 Highland Avenue, ___ for use as _____ (the "Leased Premises"). See also floor plan attached hereto as Exhibit A. Tenant covenants and acknowledges that no trade, occupation, or other activity shall be conducted in the Leased Premises or use thereof which will be unlawful or contrary to any law or any municipal ordinance.

Together with the right to use in common, with others entitled thereto, the hallways, stairways, and the elevator necessary for access to said Leased Premises and lavatories nearest to the Leased Premises.

OTHER RULES APPLICABLE TO USE OF THE ARMORY:

Tenant's use of the Leased Premises and the Armory shall be in compliance with the Armory Code of Conduct ("Code of Conduct"), and the Rules and Regulations for the Armory Building ("Building Rules") which are incorporated herein by reference. The Landlord may amend the Rules and Regulations and Code of Conduct from time to time with notice to Tenant, and any such amendments shall be incorporated herein following notice to Tenant. Building Rules prohibit the use of the basement for assembly purposes and strict occupancy numbers apply.

TERM: This Lease shall be for a three-year term commencing on _____ 2026, through June 30, 2029 (three (3) years) with up to two (2) renewal terms, each for a period of one (1) year, for a maximum total term of five (5) years.[or for a five (5) year term through June 30, 2030.] See also Termination, on page 12 below.

RENT: The rent for each year of the Term shall be as stated above on page 1. Rent shall be due and payable in equal monthly installments on the first day of each month in advance. All payments to Landlord shall be made by check or money order and must be sent to Landlord at the address stated in Section 1 above, or at such place as Landlord may from time to time designate in writing with notice to the Tenant. All rent shall be payable without offset or deduction.

ADDITIONAL RENT: The term “Additional Rent” as used in the Lease shall mean sums that the Tenant is required to pay in addition to Base Rent including, but not limited to, separately metered utilities and Common Area Maintenance Fees.

SECURITY DEPOSIT: None required at this time.

LATE CHARGE: If rent or any other sum payable hereunder remains outstanding for a period of seven (7) days, the Tenant shall pay to the Landlord a late charge equal to one and one-half percent (1.5%) of the amount due for each month or portion thereof during which the arrearage continues. Landlord may waive such interest for good cause shown as determined by Landlord. Landlord may also seek reimbursement for fees incurred for checks that are not honored due to insufficient funds.

UTILITIES: The Tenant shall be responsible to pay as Additional Rent utilities that are separately metered as of the initial lease term, as further specified below for HVAC and Electricity. **IF NOT SEPARATELY METERED:** The Leased Premises is not separately metered for HVAC and Electricity. commencing on the first anniversary of the Lease Agreement, Landlord may assess, as additional rent, the costs of providing HVAC and Electricity to the Leased Premises based on the average cost per square foot for separately metered units on the same floor of the Armory, or an amount as otherwise agreed in writing by Landlord and Tenant.

The Leased Premises LANDLORD agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning (except to the extent that the same are furnished through separately metered utilities) to the Leased Premises, and the hallways, stairways, elevators, and lavatories during public hours as stated in the Building Rules of the heating and air conditioning seasons of each year (as applicable), and to furnish elevator service and to light passageways and stairways during public hours as stated in the Building Rules. Landlord’s obligation to furnish the utilities as described herein is subject to interruption due to any accident; to the making of repairs, alterations, or improvements; or due to labor difficulties; or to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for the Armory, or to any cause beyond the LANDLORD’s control.

a. **WATER and SEWER.** At this time the Landlord provides water and sewer as a part of rent. But if the Landlord shall determine, in its sole and absolute discretion, that the Tenant’s water usage should be separately metered, Landlord, at its expense, shall install a water meter and Tenant will be billed for its usage at the same rate Landlord pays.

b. **HVAC.** [IF SEPARATELY METERED: The Leased Premises is served by separately metered gas fired heating and cooling units. Tenant shall arrange with the utility company to pay the utility directly for the costs for heating and cooling the Leased Premises. [IF SHARED: The Leased Premises shares a meter for gas fired heating and cooling with Unit [XX]. Tenant shall be responsible to pay a pro rata share of HVAC heating and cooling costs based upon square footage of the Leased Premises.] If the Landlord shall determine, in its sole and absolute discretion, that the Tenant’s HVAC usage

should be separately metered, Landlord, at its expense, shall install the appropriate meter and Tenant will then be responsible for paying the utility directly for HVAC for the Leased Premises.

c. Electricity: The Lease Premises is served by separately metered electricity. Tenant shall arrange with the utility company to pay the utility directly for the costs for electricity for the Leased Premises. [IF SHARED: The Leased Premises shares a meter for electricity with Unit [XX]. [Tenant shall be responsible to pay their proportionate share of the electricity expense that shall be equal to one-half of the electric bill for the Leased Premises unless Landlord and Tenant agree otherwise in writing.]

d. Additional Utilities: Landlord shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Leased Premises as of the commencement date of this Lease. In the event Tenant requires additional utilities or equipment, installation shall be subject to the written consent of the Landlord and any applicable permits or Fire/Health safety inspections, and additional costs will be assessed to the Tenant. The Tenant shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the Leased Premises and presently separately metered, and all bills for fuel furnished to a separate tank servicing the Leased Premises exclusively.

OPERATING EXPENSES: As of the Commencement Date of the Lease, the Landlord will be responsible for the operating expenses described below. The Tenant is responsible for paying a Common Area Maintenance Fee ("CAM Fee") as Additional Rent in an amount of one dollar and fifty cents (\$1.50) per square foot. The Landlord reserves the right, following written notice to Tenant, to adjust the CAM Fee to cover cost increases in operating expenses. Landlord may also require Tenant to reimburse Landlord, following written notice to Tenant, for extraordinary additional costs incurred due to Tenant's use of the Leased Premises or Common Areas. The services listed below are covered by the CAM Fee. Changes in these services may result in changes to the CAM Fee.

- a. JANITORIAL SERVICES. Landlord agrees to provide janitorial services to the restrooms in the Common Area of the basement and Common Area cleaning on each floor of the Armory. Landlord and Tenant will monitor use and cleanliness of these restrooms and communicate with each other regarding any concerns about these services.
- b. TRASH. Landlord agrees to provide trash removal for the dumpster servicing the Armory. Tenant shall be responsible for removing all trash from Tenant's Leased Premises and placing this trash inside the dumpsters located in the Armory parking lot. Landlord and Tenant will monitor generation/volume of trash. Tenant may be required to pay trash removal costs for excessive trash after notice from Landlord.
- c. SNOW REMOVAL. Landlord is responsible for clearing snow in the Armory parking lot, sidewalks adjacent to the property, and walkways to egress doors.

d. WI-FI. Landlord provides basic wireless internet access to all tenants for non-streaming uses. Tenant agrees to abide by the terms of the Internet Usage Guidelines when logging on to their account. If Armory WI-FI is insufficient for Tenant's needs or if Landlord determines Tenant's use is demanding too much bandwidth, Tenant may be required by Landlord to contract separately with an Internet provider for direct service to Tenant's space. Any connections shall be made in coordination with the Landlord.

MAINTENANCE AND REPAIRS: Tenant agrees to call 311 and send an email to 311requests@somervillema.gov, to report any requests for maintenance and repairs to the Leased Premises and/or that Tenant observes in common areas.

BUILDING RULES: Tenant shall at all times observe, perform, and abide by Building Rules and Code of Conduct. See also page 2, Section entitled "Other Rules and Regulations Applicable to Use of the Armory." Repeated failure to follow the Building Rules and Code of Conduct shall constitute a default under the Lease, as determined in the sole discretion of the Landlord.

MAINTENANCE OF PREMISES: The Tenant shall properly maintain the Leased Premises in a good, safe, and clean condition, damage by fire and other casualty excepted, acknowledging that the Leased Premises are now in good order. The Tenant shall not permit the Leased Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Tenant expressly agrees to hold Landlord harmless from and indemnify Landlord against any damage or injury caused by any defect in the Leased Premises to the full extent allowed by law. See also page 8, "Additions and Alterations".

The Landlord agrees to maintain the structure of the Armory of which the Leased Premises are a part in the same condition as it is at the commencement of the term, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the Tenant or those for whose conduct the Tenant is legally responsible, in which case it shall be Tenant's responsibility.

If Tenant fails to keep the Leased Premises in good condition and repair, reasonable wear and tear and damage by fire and other casualty excepted, Landlord may, upon reasonable prior written notice to Tenant, make any necessary repairs. If Landlord makes such repairs, Landlord may bill Tenant for the costs incurred in making such repairs and such amount shall be payable by Tenant within ten (10) days after demand by Landlord or such other time frame as agreed by Landlord and Tenant.

SUB-LEASE/ASSIGNMENT: The Tenant shall not assign or sublet the whole or any part of Armory space without Landlord's prior written consent. Notwithstanding such consent, Tenant shall remain liable to Landlord for the payment of all rent and for the full performance of the covenants and conditions of this Lease Agreement. Tenant is not permitted to post any "For Rent" signs, or rent, sublet, or assign the use or possession of the Leased Premises in any manner. Short-term rentals of the Leased Premises for programs or activities consistent with the Permitted Use are permitted. Tenant must ensure

that persons using the Leased Premises for short-term program rentals follow all Building Rules pertaining to use of the Armory.

DEFAULT OR ABANDONMENT: Should the Tenant: (i) fail to pay the Base Rent, CAM Fees, Additional Rent or utility charges for the Leased Premises; (ii) fail to maintain the Leased Premises; (iii) violate any other provision of this Lease; or (iv) should Tenant or any of Tenant's guests or invitees fail to abide by the Building Rules or the Code of Conduct, Tenant shall be in default of this Lease. In the event of such default hereunder, Landlord may elect any remedy at law or in equity under Massachusetts law, including the remedy of repossession of the Premises.

INSURANCE REQUIREMENTS: Tenant shall obtain and maintain the following insurance coverage for the Lease Premises for the duration of the Lease Term:

MINIMUM INSURANCE COVERAGE:

- a. General Liability with liability coverage for personal injury, bodily injury and property damage including Products and Completed Operations with limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Such insurance shall be written on an occurrence basis. The policy shall provide coverage on a primary and non-contributory basis and must name the City of Somerville as an "Additional Insured".
- b. Workers' Compensation and Employers' Liability Insurance including (i) Workers' Compensation Insurance providing statutory coverage as required by the Commonwealth of Massachusetts, and (ii) Employers' Liability Insurance coverage with limits of not less than \$1,000,000 per accident. Each contractor(s), subcontractor(s), and consultant(s) performing work on or about the Leased Premises shall have similar policies covering their employees.
- c. Automobile Liability: Statutory amounts and coverages if applicable for Tenant's business.

ADDITIONAL INSURANCE COVERAGE: The following additional coverages may also be required if applicable, as determined in the sole discretion of the Landlord:

- a. Professional Liability or equivalent (theatre performance companies, creative artists working with hazardous materials, etc.) of at least \$1,000,000 per occurrence with a \$3,000,000 aggregate.
- b. Liquor Liability: Amounts and coverages as required by the liquor license or event permit. The City Somerville shall be named as an "Additional Insured".
- c. Abuse and Molestation of at least \$1,000,000 per occurrence with a \$3,000,000 aggregate. The City of Somerville shall be named as an "Additional insured".

d. Cyber Liability of at least \$1,000,000 per occurrence with a \$3,000,000 aggregate. The City of Somerville shall be named as an "Additional Insured".

e. In addition, creative uses requiring special equipment or materials to be brought into the Armory, may be subject to additional insurance requirements.

ADDITIONAL OBLIGATIONS REGARDING INSURANCE: Tenant will not do, nor omit doing, any act which would invalidate any insurance, or increase the insurance rates in force on the Premises. Tenant is required to obtain separate insurance for Tenant's personal property located in the Leased Premises. Tenant agrees to fill out all documents, if any, presented by Landlord in order to validate such insurance. Any additional insurance coverage desired by Tenant shall be Tenant's sole responsibility. Landlord reserves the right to increase Tenant's insurance coverage amounts based on issues or events during the tenancy.

NON-LIABILITY OF LANDLORD FOR TENANT'S PERSONAL PROPERTY: Tenant's property that is located in the Leased Premises remains in the Leased Premises at Tenant's sole risk. Tenant shall be solely responsible for all contents, furniture, fixtures, and appurtenances in the Leased Premises and shall maintain Tenant's insurance insuring the same against loss or damage. Landlord shall not be responsible for any damage to Tenant's property located at the Leased Premises.

SECURITY: Tenant acknowledges that Landlord does not provide event security services for the Armory. The Armory will be accessible by Tenant via key 24 hours per day, 7 days a week. Tenant understands that entry to the Armory is at their own risk. Tenants are responsible for ensuring entry doors are locked upon arrival and departure, except as may be otherwise posted. Landlord shall not be responsible for Tenant's possessions in Leased Premises or the Armory.

CONDITION OF PREMISES: Tenant accepts the Premises in "AS IS" condition and Landlord does not make and disclaims any and all warranties, expressed or implied. Tenant expressly agrees to hold Landlord harmless from and indemnify Landlord against any damage or injury caused by any defect in the Premises to the full extent allowed by law.

ADDITIONS AND ALTERATIONS: The Landlord shall have sole discretion regarding any additions or alterations. The Tenant shall not make any additions or alterations to the Leased Premises without the Landlord's prior written consent. Any additions or alterations made to the Leased Premises shall be at Tenant's expense and shall be in quality at least equal to the present construction. Any additions or alterations made by the Tenant shall become property of the Landlord without compensation to the Tenant upon termination of this Lease as stipulated herein, unless the Parties agree otherwise in writing prior to the installation of any additions or alterations.

LIENS: Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant. In the event a lien is placed against the Premises through actions of the Tenant,

Tenant will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Tenant fails to have the lien removed, shall be in default of this Agreement. In the event of such default, the Landlord may take steps to remove the lien, and the Tenant shall pay Landlord for all expenses related to the lien and removal thereof.

LIABILITY AND INDEMNIFICATION: The Landlord shall not be liable to Tenant, or to Tenant's employees, patrons, and visitors, or to any other person for any damage or injury to persons or property occurring on the Leased Premises for any reason whatsoever, including, without limitation, damage or injury resulting from defects in the Leased Premises. Tenant agrees to indemnify and hold Landlord harmless and defend Landlord from all claims for injury or damage occurring on the Leased Premises or related to this Lease including, without limitation, claims resulting from defects in the Leased Premises or Armory. Tenant has inspected the Leased Premises and assumes responsibility for their condition.

NON-LIABILITY OF LANDLORD: Landlord shall not be liable for any damage or loss, either to person or property, sustained by Tenant or by any other person, resulting from anything occurring in the Leased Premises or throughout the Armory, without exception and without recourse. This includes but is not limited to the Armory or any part thereof or any appurtenances thereof becoming out of repair, due to any accident, any act or neglect of any tenant, occupant or visitor of the Armory or of any other person. The obligations of the Landlord under this Lease Agreement shall be binding upon the Landlord's interest in the property, but not upon other assets of the Landlord, and no individual partner, agent, trustee, officer, director or employee of the Landlord shall be personally liable for performance of the Landlord's obligations hereunder. Tenant is solely responsible for any insurance costs, damage and loss related to Tenant's personal property, including but not limited to Tenant's artwork.

PAYMENT OF FEES: Tenant shall pay all attorneys' fees and expenses of Landlord incurred in enforcing any of the obligations of Tenant under this Lease Agreement including all court costs and constable charges, if any. Additionally, Tenant shall pay all fees, including attorney fees, in any litigation or negotiation in which Landlord shall, without its fault, becomes involved through or on account of this Lease Agreement. Tenant waives the right to a jury trial.

LICENSES AND PERMITS. Tenant is responsible for compliance with applicable local requirements in connection with Tenant's use of the Premises including without limitation obtaining local permits and approvals. A copy of all local, state, or federal permits acquired by the Tenant which are required for the use of the Leased Premises shall always be kept on-site and shall be readily accessible and produced to the Landlord and/or their agents or any local, state, or federal officials upon demand. Tenant must obtain an event license for serving alcohol and provide insurance as required by such permit.

ENTRY ON PROPERTY BY LANDLORD: Tenant will permit Lessor, and its authorized representatives, to enter the Leased Premises at all reasonable times with notice for the purpose of inspecting the same.

CASUALTY AND FIRE, DAMAGE TO LEASED PREMISES. Should a substantial portion of the Leased Premises or the property of which they are a part, be substantially damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Tenant and which precludes or adversely affects the Tenant's occupancy of the Leased Premises, Landlord may elect to terminate this Lease. The Rent herein set forth shall be abated or adjusted according to the extent to which the Leased Premises have been rendered unfit for use and occupation by the Tenant and until the Leased Premises have been repaired or this Lease has been terminated. If the Landlord undertakes to repair the Leased Premises, such repair shall be as nearly as possible to the condition of the Leased Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Leased Premises and Landlord has not elected to terminate this Lease, that in no event shall the Landlord's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage. The Landlord is not responsible for damage to the Tenant's fixtures, property or equipment that are damaged as a result of casualty or fire.

SIGNAGE: Use of Common Area walls and floor area for Tenant promotion will be determined in collaboration with all tenants and incorporated into the Building Rules. Unless otherwise specified, Tenant signage shall be allowed only on the door to the Leased Premises and in no event shall signage be permitted in the windows. Signage in Common Areas and around or on the exterior of the Armory shall comply with any City of Somerville or Historic Commission rules or ordinances. Signage that does not comply with these requirements will be removed by Landlord at Tenant's expense.

PARKING AND LOADING AREAS: The Tenant may use, in common with others, parking spaces within Armory parking lot, at their own risk. No vehicle of any kind is to be left in the parking lot without Tenant on the Premises. Landlord maintains the right to designate parking areas at its sole discretion. Tenant agrees to keep all loading areas clear of parked vehicles, using loading areas only for active loading and unloading. Tenant understands that vehicles parked in loading areas for longer than is reasonably necessary to load or unload are subject to tow at Tenant's expense. Tenant shall minimize the time that doors are open for loading, particularly during colder months, to conserve heat in the building and to minimize disruption to other nearby tenants. Landlord will coordinate use of parking lot for special events and Tenant agrees to comply with Landlord's directions regarding parking during and around the time of special events as announced.

DEFAULT: If the Tenant shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Tenant's part to be observed or performed according to any of the provisions of this Lease Agreement, the Landlord, without being under any obligation to do so and without thereby waiving such default, may

remedy such default for the account and at the expense of the Tenant. If the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of fifteen (15) percent per annum, and such costs shall be paid to the Landlord by the Tenant as Additional Rent. Tenant shall be considered in default under the terms of this Lease Agreement in the event that:

a. FAILURE TO PAY.

- i. Tenant fails to pay any installment of any Base Rent or Additional Rent, or CAM Fee due under this Lease Agreement, or any sum due for services and the failure continues for a period of fifteen (15) days from the due date as provided in this Lease Agreement; or
- ii. Tenant fails to pay, twice in any sequential six (6) month period, any installment of Base Rent due under this Lease Agreement or any sum due for services by the due date as provided in this Lease Agreement.; or

b. TENANT BANKRUPTCY. In the event that Tenant files a voluntary petition under the United States Bankruptcy Code or any successor statute or similar law (as the same may be amended from time to time, (the "Bankruptcy Code") or an order for relief is entered against the Tenant pursuant to a voluntary or involuntary proceeding commenced under any chapter of the Bankruptcy Code, or, if any assignment shall be made of Tenant's property for the benefit of creditors, or a receiver, trustee, or custodian is appointed to or does take title, possession or control of all or substantially all of Tenant's assets; then, in any of said events, the Landlord shall have the right to terminate this Lease Agreement, to re-enter and take complete possession of the Leased Premises, and remove the Tenant's effects, without prejudice to any remedies which might be otherwise be available. The Tenant shall indemnify the Landlord against all loss or damage to Tenant's property occurring from such removal. Upon termination as a result of default under this paragraph, Tenant shall pay to Landlord as liquidated damages of 1.) any unpaid amount due, and 2.) the unpaid balance of Base Rent due for the remaining term of this Lease Agreement. Upon making such payment, the Tenant shall be entitled to receive from Landlord any monies received by Landlord for the Leases Premises from new tenants for the term originally stated in the Lease Agreement, less all reasonable expenses incurred by Landlord, provided that the money to which Tenant shall so become entitled shall in no event exceed the liquidated damages to Landlord.

c. COMPLIANCE. Tenant fails to comply with any term, provision, or covenant of this Lease Agreement, other than the payment of rent, services, or late fees and does not cure the failure within ten (10) days after written notice of the failure to Tenant, or such longer period of time for compliance as agreed to by Landlord and Tenant in writing.

FORCE MAJEURE: In the event that the Landlord is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond control of the Landlord, the Landlord shall not be liable to the Tenant, nor, except as expressly otherwise provided in case of casualty, shall the Tenant be entitled to any abatement or reduction of rent or termination of this Lease Agreement.

TERMINATION: The Lease Agreement shall have a maximum term of five (5) years at which time the City intends to issue a new RFP. The Lease Agreement shall also terminate upon default as of the date specified in a notice of default. In addition, Tenant may terminate the Lease Agreement for any reason upon no less than ninety (90) days prior written notice to Landlord. Landlord may terminate for default in the manner provided in this Lease Agreement.

SURRENDER: At the expiration or other termination of this Lease Agreement, the Tenant shall remove all Tenant's goods and effects from the Leased Premises and Armory, including, (without hereby limiting the generality of the foregoing), all signs, lettering or artwork affixed or painted by the Tenant, either inside or outside Armory. Tenant shall deliver to the Landlord the Leased Premises, other fixtures connected to the Leased Premises in substantially identical condition from the commencement of this Lease Agreement, including, but not limited to, walls free of holes and prepared for painting by new tenants. In the event Tenant fails to remove any of Tenant's property from the Leased Premises, the Tenant's property will be considered abandoned, and Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain the property at Landlord's control, or to sell at public or private sale, without notice, and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

TENANT RESPONSIBILITY FOR COSTS INCURRED: Upon termination of Lease Agreement, the Leased Premises will be inspected by Landlord and the cost of any work required, including but not limited to: repairs; cleaning, preparation for painting, furniture or fixture removal, and trash/property removal shall be deducted from the security deposit without recourse. If no security deposition has been paid, such expenses incurred by Landlord shall be deemed Additional Rent due to Landlord upon termination of the Lease Agreement. The requirement to pay such sums as Additional Rent shall survive the termination of the Lease Agreement.

HOLDING OVER: If Tenant retains possession of Leased Premises after the termination of the term of this Lease Agreement without the express written consent of the Landlord, then Tenant is deemed to be holding over. In the event of such holding over by Tenant, in addition to any other right or remedy available to Landlord in such event, Tenant shall pay to Landlord use and occupancy at a rate equal to 150% of Base Rent in effect immediately prior to the expiration date of the Term, plus all Additional Rent due hereunder, which shall be payable on a per diem basis through the date Tenant vacates and surrenders the Leased Premises pursuant to the terms hereof. Landlord's acceptance of such use and occupancy as described in the preceding sentence shall not be deemed an extension of the Term, or

consent to Tenant's continued occupancy of the Leased Premises and shall not waive the Tenant's obligation to reimburse Landlord for any and all costs incurred by Landlord by Tenant's holding over, and specifically, Tenant shall remain liable for consequential damages incurred relating to the delay of the move-in of an incoming tenant for the Leased Premises.

ENTIRE AGREEMENT: Neither the Landlord nor the Tenant nor any of their agents have made any statements, promises or agreements verbally or in writing in conflict with the terms of this Agreement. Any and all statements or representations by either of the parties or their agents made during the provisions hereof shall not be binding upon either of the parties hereto. It is further agreed that this Agreement constitutes the entire, full and complete Agreement between Landlord and Tenant with respect to the Property and supersedes any and all prior agreements.

GOVERNING LAW. This Agreement shall be governed by the laws in the state of Massachusetts.

INTERPRETATION/SEVERABILITY: If any provision of this Lease Agreement or the application of any provision of this Lease Agreement to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby; and the remainder of this Lease Agreement shall be valid and shall be enforced to the fullest extent permitted by law. This Lease Agreement shall be governed by the General Laws of Massachusetts. Venue shall always be in Massachusetts or such other place as the Landlord shall determine at the time of the commencement of any suit

NOTICES. Payments and notices shall be addressed to the Landlord or Tenant, respectively, to their address as stated on page 1 of the Lease Agreement. Each party is responsible for providing written notice of any change in address for providing notice. Any notice from Landlord to Tenant relating to the Premises or to the occupancy thereof, shall be deemed duly served on the next business day after being deposited with or picked up by an overnight delivery service or four (4) business days after being deposited with the U.S. Postal Service by registered or certified mail, postage prepaid. Any notice given by an agent or attorney of Landlord shall be deemed notice given by Landlord. Notices relating to non-monetary violations or Tenant non-compliance of the Building Rules and Regulations may be sent to the Tenant or Tenant Representative by email. Tenant may send requests for Landlord consent by email to the Staff Liaison and Somerville Arts Council.

Any notice from Tenant to Landlord relating to the Premises or to the occupancy thereof, shall be deemed duly served on the next business day after being deposited with or picked up by an overnight delivery service or four (4) business days after being deposited with the U.S. Postal Service by registered or certified mail, postage prepaid. Any notice given by an agent or attorney of Tenant shall be deemed notice given by Tenant.

; COMPLIANCE WITH LAWS. Tenant shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy of the Leased Premises. Tenant shall not conduct or permit to be conducted upon the Leased Premises any business or permit any act which is contrary to or in violation of the law, Building Rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Tenant allow the Leased Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the Armory. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Tenant shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the Armory.

TENANT NOT TO PERMIT WASTE. The Tenant shall not permit the Leased Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. The Tenant shall properly maintain the Leased Premises in a good, safe, and clean condition. The Tenant shall properly and promptly remove all rubbish **and hazardous wastes** and ensure that the same are properly disposed of according to all local, state, or federal laws, rules, regulations, or ordinances.

DAMAGE TO PREMISES BY TENANT: In the event the structure of the Premises is damaged as a result of any neglect or negligence of Tenant, their employees, agents, business invitees, or any independent contractors serving the Tenant or in any way as a result of Tenant's use and occupancy of the Leased Premises, then the Tenant shall be primarily responsible for ensuring that the proper claims are placed with the Tenant's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for ensuring that the Armory is safeguarded with respect to said damage and that all proper notices with respect to said damage are made in a timely fashion, including notice to the Landlord, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Tenant.

REMEDIES CUMMULATIVE\NO WAIVER: All rights and remedies of Landlord under this Lease Agreement shall be cumulative, and none shall exclude any other rights and remedies allowed by law. Any delay or failure to exercise any option or right contained in this Lease Agreement shall not constitute a waiver of the right to exercise the same at any time. The failure of Landlord to insist upon the strict performance of the terms, covenants, agreements and conditions hereby contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such terms, covenants, and rights under this agreement, and the same shall continue in full force and effect.

OTHER: It is understood that the terms "Landlord" and Tenant" are used in the Agreement, and they shall include to the plural and shall apply to persons irrespective of gender identity. All obligations of Tenant are joint and several, each Tenant remains individually responsible for all obligations of this Lease Agreement.

This Lease supersedes the terms of any prior lease between Landlord and Tenant and shall be effective as of the date first above written.

LANDLORD: CITY OF SOMERVILLE

BY: _____

Printed Name: _____

Title: Mayor

TENANT:

BY: _____

Printed Name: _____

Title: _____

Attachments:

Armory Building Rules and Regulations
Armory Code of Conduct

4.9 Appendix 9: Provisions Applicable to the Performance Hall

Additional Provisions Applicable to the Performance Hall (1C)

FACILITY FEE REPORTING: Tenant agrees to track ticket revenues with a quarterly ticket sales manifest that includes zip codes of patrons and provide copies to the Landlord upon request. Landlord reserves the right to impose a Facility Fee of up to \$1.50 per ticket in year two and up to \$2.00 in year three. If Landlord decides to impose a Facility Fee, following notice to Tenant, then Landlord will generate a quarterly invoice for the Facility Fee based on Tenant's ticket revenues. Local nonprofit events or free community events are not subject to Facility Fee Reporting.

LANDLORD'S RIGHT TO RESERVE LEASED PREMISES: Civic access days will be granted for no charge or fee to the City and will take scheduling priority over all other events or programming for Unit 1C on the specified dates. The annual calendar of civic access days is as follows:

1. The third Tuesday in September for elections
2. The second Tuesday in November for elections
3. Up to three additional civic access days throughout the year, dates to be determined as needed, with six months of notice offered to the Tenant. Uses may include, but are not limited to, special elections that do not adhere to the standard elections schedule and presidential primaries, such as that on March 7th, 2028.

INSURANCE: Tenant agrees to secure additional insurance coverage for the Performance Hall as follows:

- a. **LIABILITY INSURANCE.** Commercial General Liability for personal injury, bodily injury and property damage including Products and Completed Operations with limits not less than \$2,000,000 per occurrence and \$4,000,000 aggregate. Such insurance shall be written on an occurrence basis. The policy shall provide coverage on a primary and non-contributory basis and must name the City of Somerville as an "Additional Insured".
- b. **LIQUOR LIABILITY INSURANCE:** Liquor Liability Insurance with limits and coverages as required by the liquor license for the Performance Hall. The policy shall provide coverage on a primary and non-contributory basis and must name the City of Somerville as an "Additional Insured". Tenant shall comply with all terms of the liquor license for the Performance Hall.
- c. **FIRE INSURANCE:** Tenant shall not engage in any activity or permit any use of Performance Hall which will void any insurance on Performance Hall or on the Armory, or which causes an increase in standard insurance rates or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its power.

PERFORMANCE HALL EVENTS: Events held in the Performance Hall (1C) assembly space shall not exceed the following maximum occupancy limits:

495 occupants with a “chairs only” arrangement and
422 occupants with a “tables and chairs” configuration.

- The current tenant of the Performance Hall (1C) has 44 parking spaces on Armory property with the existing mature tree buffer between the site and Hudson Street left intact. The Tenant will also maintain, at its own expense, at least 40 spaces at a satellite lot available to them for events, with a signed lease to be the indication of said additional parking. Tenant shall provide a copy of the parking lease to Landlord upon request.
- The Tenant of the Performance Hall will (1C) provide appropriate signage and parking management with necessary personnel to manage parking and traffic at the entrance/exit during events in coordination with appropriate City staff.
- Security: Tenant is required to provide for security that may be needed for events and to pay for all costs in connection with the same.
- Tenant may also be required to arrange for Common Area cleaning and/or custodial coverage for events held on weekend.
- On-Site Responsible Person Requirement: For all events held at the Armory, the City requires that the Tenant, or a person designated by the Tenant (“Contact Person”) be present at the Armory for the full duration of the event. The Contact Person must:
 - a. Complete a walkthrough of the Armory prior to the event;
 - b. Be familiar with the Building Rules and all applicable, safety procedures, and event protocols;
 - c. Maintain active communication with the City’s assigned staff liaison throughout the event (via cell phone or Tenant’s business phone).

NO NUISANCE. Tenant will do nothing and will allow nothing to be done in or about Leased Premises that creates a nuisance on the Premises or to disrupt the use of any other tenant’s unit in the Armory. Tenant is responsible for the actions of Tenant’s event renters, guests, ticketed patrons and other related users either in the Leased Premises, the Armory or in the Armory parking lot or adjacent streets.

LOAD. Tenant shall not have equipment producing a floor load in excess of one hundred (100) pounds per square foot.

COMMON AREAS. Tenant shall not be permitted to use common areas for storage. Tenant is permitted to use common areas for reasonable and occasional work use concerning the queuing of public for events, general table use for events. Tenants using common area space for events are required to broom sweep and mop after each use. Landlord may re-capture common area wall

space at any time upon 30 days' notice. Any artwork remaining after notice period will be removed and returned to Tenant.