

1 **CITY COUNCIL OF THE CITY OF ANNAPOLIS**

2  
3 **ORDINANCE NO. O-10-09**

4  
5  
6 **Introduced by Mayor Moyer**

LEGISLATIVE HISTORY			
First Reader:	Public Hearing:	Fiscal Impact Note:	120 Day Rule:
03/09/09	04/27/09	03/19/09	07/07/09
Referred to:	Meeting Date:	Action Taken:	
Economic Matters	04/28/09	Favorable	

8  
9 **AN ORDINANCE** concerning

10  
11 **Lease of City Dock – Race Across America**

12  
13 **FOR** the purpose of authorizing a lease of certain municipal property located in the Susan  
14 Campbell Park and City Dock areas to the Race Across America (RAAM) for the  
15 period of June 25 to June 29, 2009, subject to certain terms, provisions, and  
16 conditions.

17  
18 \* \* \* \* \*

19  
20 **WHEREAS,** RAAM desires to lease certain municipal property for the purpose of  
21 concluding a bicycle race which has the potential of improving the City’s  
22 overall economy and generate additional revenue from the attendance of  
23 thousands of participants, staff, their families, and visitors; and

24  
25 **WHEREAS,** Article III, Section 8 of the Charter of the City of Annapolis requires the  
26 passage of an ordinance to authorize the leasing of City-owned property.

27  
28 **SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**  
29 **COUNCIL** that the proposed Lease Agreement between Race Across America for the  
30 rental of certain municipal property located in the Susan Campbell Park and City Dock  
31 areas, a copy of which is attached hereto and made a part hereof, for the period referred to  
32 therein, is hereby approved and the Mayor is authorized to execute the Lease Agreement  
33 on behalf of the City of Annapolis. It is further expressly found by the City Council that the  
34 property to be leased will better serve the public need for which the property was acquired.  
35

1           **SECTION III: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**  
2 **ANNAPOLIS CITY COUNCIL** that this Ordinance shall take effect from the date of its  
3 passage.  
4

5  
6           **ADOPTED** this 11th day of May, 2009.

7  
8 **ATTEST:**

**THE ANNAPOLIS CITY COUNCIL**

9  
10  
11 \_\_\_\_\_  
12 **Regina C. Watkins-Eldridge, CMC**  
13 **City Clerk**

**BY:** \_\_\_\_\_  
**ELLEN O. MOYER, MAYOR**

14  
15           **EXPLANATION:**

16           Highlighting indicates matter added to existing law.  
17           Strike Out indicates matter deleted from existing law.  
18           Underlining indicates amendments.  
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27

**LEASE**

**THIS LEASE**, made this \_\_\_ day of \_\_\_\_\_, 2009, by and between THE CITY OF ANNAPOLIS, Lessor, and RACE ACROSS AMERICA (RAAM), Lessee.

**WITNESSETH**

**WHEREAS**, RAAM desires to lease certain municipal property for the purpose of concluding a bicycle race and the Annapolis City Council believes that such an athletic event will improve the City's overall economy and generate additional revenue from the attendance of participants, staff, their families, and visitors; and

**WHEREAS**, the Annapolis City Council finds that the premises subject to the proposed lease are not needed by the City for public use during the term of the proposed lease other than the uses specified in the lease; and

**WHEREAS**, Article III, Section 8 of the Charter of the City of Annapolis requires the passage of an ordinance to authorize the leasing of City-owned property.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the foregoing premises and the mutual terms and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

**ARTICLE I**

**Section 1.1. Premises and Term:** Subject to the provisions and terms of this Agreement, Lessor hereby leases to Lessee, for the purpose of holding the Race Across America, that property described in this Section as more particularly shown on Exhibit A (hereinafter called the "Premises"), which is attached and made a part hereof for the times indicated:

A. The designated area of Susan Campbell Park and the City Dock from Thursday, June 25, through Monday, June 29, 2009, as shown in Exhibit A;

B. The designated parking spaces near Susan Campbell Park from Thursday, June 25, through Monday, June 29, 2009, as shown in Exhibit A.

**Section 1.2. Rent:** The rent for the leased premises is \$1,400.00. There is no waiver of fees or payments due the Lessor.

**Section 1.3. Use of Premises:** The Premises may be used by Lessee for the conduct of the conclusion to the Race Across America. Lessor's agreement to lease the herein identified property to Lessee, in no way creates an obligation for Lessor to furnish any services, materials or equipment except as specifically provided in Article III hereof. Leased premises may only be used for the conclusion of the bicycle race. The securing of

1 any part of the leased premises shall not preclude access to nearby businesses or boats  
2 using the City Dock, thus, the lessee shall make every effort to set the event enclosure five  
3 to six feet off of public walkways such as sidewalks and boardwalks.  
4

5 **Section 1.4 Administrative: Modifications:** The parties may, at any time, modify the  
6 following terms (but no other terms) of this Lease Agreement:

7 A. The property or properties to be used and occupied, provided such modifications  
8 do not result in an increase or enlargement of the specified properties or alter the areas  
9 identified as the Premises herein above; and

10 B. The dates and hours during which such property will be used, provided such  
11 modifications do not result in an increase or enlargement of the dates or times set forth  
12 herein above; and

13 C. Tenant's obligations with regard to security on the Premises and the payment of  
14 fees for City inspections of the Premises as provided in sections 3.2 and 3.6 hereof.  
15 Following a request by either party for such a modification, pursuant to City Charter, Art. III,  
16 Sec, 8, the Mayor may negotiate and agree to or reject same on behalf of the Lessor  
17 without the necessity of an additional ordinance approving that modification. Any such  
18 modification shall be set forth in a letter of understanding executed by the parties and  
19 appended to this Lease Agreement and must be reported to the City Council.  
20

## 21 **ARTICLE II**

22  
23 **Section 2.1. Liquor Sales and Consumption:** There shall be no beer, wine or liquor  
24 consumption or other open containers of alcoholic beverages on the leased premises.  
25

26 **Section 2.2 Music:** Lessee may not have live music on the Premises, but may have  
27 recorded background music. Lessee shall take all reasonable measures to keep the music  
28 from being heard beyond the noted premises.  
29

30 **Section 2.3 Hours of Operations:** Lessee may use the leased premises from 9 a.m.,  
31 Thursday, June 25, through Monday, June 29, 2009. Lessee shall conduct its operations in  
32 an orderly and commercially reasonable manner so as not to annoy, disturb (whether via  
33 noise or otherwise), endanger or be offensive to others. Lessee shall use and maintain the  
34 Premises in such manner so as to avoid the creation of any nuisance from obnoxious  
35 odors, smoke, noxious gases, vapors, dust, noise or otherwise, and Lessee shall not keep,  
36 store, display or use any explosives or explosive devices at the Premises. Lessee shall  
37 maintain the Premises in a clean, orderly and safe condition so as to avoid injury to persons  
38 and property. Should Lessee fail to comply with the terms of this provision, Lessor shall  
39 have the authority to require Lessee to immediately cease and desist all activities and  
40 operations on the Premises.  
41

42 **Section 2.4 Exhibitor List:** Lessee shall provide to the Special Events Coordinator, not  
43 later than May 31, 2009, a complete list of all exhibitors, banners, displays, activities,

1 festivities, recorded background music, entertainment and operations to take place on the  
2 Premises during the term hereof. The list shall not be amended, except for deletions  
3 thereto, without the expressed written consent of the Coordinator.  
4

5 **Section 2.5 Exhibitor Licenses/Taxes:** Exhibitors who sell merchandise at the Race  
6 Across American shall obtain all required non-City licenses and pay all required federal,  
7 state and county and City taxes and fees. This Lease shall satisfy any City licensing  
8 requirements for such exhibitors.  
9

10 **Section 2.6. Food and Beverage Sales:** Food and non-alcoholic beverages may be given  
11 away. Vendors associated with the Race Across America may sell food and beverages  
12 such as power bars and energy drinks that are commonly associated with such events.  
13 Neither Lessee nor any exhibitor or any other person on the Premises shall offer any other  
14 food or alcoholic beverage for sale to the public during the term of this Lease.  
15

16 **Section 2.7. Merchandise Sales:** Sales of merchandise is limited to the sale of items  
17 related to the Race Across America such as shirts and mugs and to the sale of athletic  
18 equipment relating to bicycling.  
19

### 20 **ARTICLE III**

21  
22 **Section 3.1. Facilities and Services:** In addition to the use of the Premises during the  
23 term set forth above, Lessee shall have use of the facilities and services set forth in this  
24 Article under the terms and conditions provided herein.  
25

26 **Section 3.2. Security Services:** Lessee shall be responsible for security within the  
27 Premises during the term hereof. Lessee shall establish a security liaison with the  
28 Annapolis Police Department ("APD") and coordinate all Premise's security with APD  
29 according to APD's requirements. In addition to such other requirements as may be  
30 imposed by the APD, Lessee shall, at its sole expense, hire licensed professional security  
31 officers to provide security within the Premises during the entire term of this Lease at such  
32 staffing levels as the APD may, in its discretion, require.  
33

34 **Section 3.3. Fire Services:** Following the erection of all tents for facilitating the event and  
35 other event structures as described under Section 6.1 hereof but before the event opens,  
36 the parties shall meet at the Premises to assure compliance with Fire Department  
37 regulations and accessibility of fire lanes and turning radius.  
38

39 **Section 3.4. Utilities:** Lessor shall make available to the Premises, existing water and  
40 electricity facilities. Lessee at its own expense shall install any temporary electrical  
41 equipment, lines and devices required to provide power to the Premises, in compliance with  
42 National Electric Code. Lessee shall not operate any such equipment, lines or devices until

1 inspected and approved by the City Department of Neighborhood and Environmental  
2 Programs.

3  
4 **Section 3.5. Other Services:** The parties shall coordinate other services in advance of the  
5 term of this Lease provided, however, that Lessee shall assume any and all financial  
6 responsibility for any such other services as may be required by Lessor.

7  
8 **Section 3.6. Pre-Festivities Inspection:** Before the event opens, Lessee's representative  
9 shall meet with the Special Events Coordinator and representatives of the Annapolis Police  
10 Department, Annapolis Fire Department, Director of Emergency Management,  
11 Harbormaster, Annapolis Central Services, Department of Environmental and  
12 Neighborhood Programs and Annapolis Department of Public Works and inspect the  
13 Premises and nearby areas to determine compliance with City requirements. Written  
14 approval by representatives of all such inspectors is required before Lessee may open the  
15 event or Premises. Lessor shall not refuse permission to open the event or any part  
16 thereof under this paragraph unless a threat to health or safety has been identified by  
17 Lessor to Lessee. Lessor shall make every effort to limit that part of the event or Premises  
18 not opened in the event of such threat and to allow Lessee to open the closed portion of the  
19 event or the Premises as soon as the threat is abated to Lessor's satisfaction.

20  
21 **Section 3.7. Notice to Correct:** Following the inspection referred to in the preceding  
22 section, at all times during the term of this Lease, and during festivities on the Premises,  
23 Lessee shall promptly comply with all reasonable directives of the City intended to bring  
24 Lessee and festivities on the Premises into compliance with the requirements of this Lease  
25 and the City Code, as well as the public safety requirements of the Police Department, Fire  
26 Department and Harbormaster.

#### 27 28 **ARTICLE IV**

29  
30 **Section 4.1. Insurance:** Lessee shall, at its own expense, obtain and keep in full force  
31 and effect comprehensive commercial general liability insurance of no less than One Million  
32 Dollars (\$1,000,000.00) combined single limit, bodily injury and property damage; and  
33 Three Million Dollars (\$3,000,000.00) umbrella policy; which shall be effective during the  
34 entire period of time during which the Lessee shall use or occupy the Premises, or any part  
35 thereof.

36  
37 Such insurance policy shall specifically name the City of Annapolis, and in their capacity as  
38 such, the officers, agents and employees thereof, as additionally insured, and insure  
39 against any and all loss, costs, damages, and expenses suffered by any person, or to any  
40 property, including property owned by Lessor, due to or alleged to be due to: (1) an act,  
41 omission or the negligence of Lessee, its officers, agents, employees contractors, patrons,  
42 guests or invitees; or (2) to the use of the Premises, or any part thereof by Lessee, its  
43 officers, agents, employees, contractors, patrons, guests or invitees.

1  
2 The insurer or insurers of the policy or policies referred to in the preceding paragraph shall  
3 be: authorized to write the required insurance; approved by the Insurance Commissioner of  
4 the State of Maryland; and subject to the reasonable approval of the City Attorney of  
5 Annapolis. The form and substance of the policy or policies of insurance shall also be  
6 subject to reasonable approval by the City Attorney of Annapolis, and shall be submitted to  
7 the City Attorney for such approval not later than May 1, 2009. Said policy or policies of  
8 insurance shall be filed by Lessee with the City Attorney of Annapolis not later than ten  
9 days prior to Lessee's occupancy of the Premises.

10  
11 The Certificate for each such insurance policy shall contain a statement on its face that the  
12 insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of  
13 premium, or otherwise, whether at the request of Lessee or for any other reason, except  
14 after thirty (30) calendar days advance written notice mailed by the insurer to the City  
15 Attorney of Annapolis and that such notice shall be transmitted postage prepaid, with return  
16 receipt requested.

#### 17 18 **ARTICLE V**

19  
20 **Section 5.1. Hold Harmless/Indemnity:** Lessee agrees that it shall forever indemnify,  
21 defend and hold harmless the Lessor, its officers, agents, employees, from and against any  
22 and all claims, suits, actions, judgments, and liability for loss, injury, damages and/or  
23 expenses suffered or alleged to have been suffered by any person or to any property due  
24 to or alleged to be due to: (1) an act, omission or the negligence of Lessee, its officers,  
25 agents, employees, contractors, patrons, guests or invitees; or (2) the use of the Premises,  
26 or any part thereof, by Lessee, its officers, agents, employees, contractors, patrons, guests  
27 or invitees.

28  
29 Lessee agrees to reimburse Lessor, within thirty (30) days after demand for such  
30 reimbursement, for any damage done to Lessor's buildings, facilities, equipment or property  
31 caused by the negligence of Lessee, its officers, agents, employees, contractors, patrons,  
32 guests or invitees during Lessee's use and/or occupancy of the Premises or any part  
33 thereof.

#### 34 35 **ARTICLE VI**

36  
37 **Section 6.1. Interior Construction:** Lessee shall have the right to install or erect upon the  
38 Premises such bike racks, booths, barricades, tents, and any other apparatus or structure  
39 which Lessee may deem necessary or desirable for its purposes. Lessee shall have the  
40 right to enclose the Premises in such a manner as to limit entry onto the Premises during  
41 the approved hours and dates of this lease.

42  
43 **Section 6.2. Permits:** Subject to the inspection provisions of Article III and to public

1 safety and health approvals, any and all zoning permits, any and all licenses or  
2 authorizations required to be obtained from the City of Annapolis or any agency thereof by  
3 the Lessee for the purpose of erecting the temporary structures described in Section 6.1  
4 above or for operating the event shall be deemed granted and issued upon the execution of  
5 this Lease by the Lessor and Lessee. All other Federal, State or County permits which  
6 may be required shall be the responsibility of the Lessee.

7  
8 **ARTICLE VII**  
9

10 **Section 7.1. Trash:** Lessee, at its sole expense, shall provide the number of trash  
11 containers within the Premises as required by the Director of Public Works in his sole  
12 discretion during the entire occupancy period of the Premises and shall provide for the  
13 prompt removal of said containers, trash and refuse by a City-approved waste-removal  
14 contractor.

15 **Section 7.2. Cleanliness:** Lessee, at its sole expense, shall be responsible for keeping  
16 the Premises free of unnecessary trash and refuse and shall place the same in the trash  
17 containers referred to in the preceding section. Lessee shall at all times during the  
18 occupancy of the Premises police the Premises for trash and refuse removal.

19  
20 **Section 7.3. Sanitation and Toilets:** Lessee shall be permitted to use the bathroom  
21 facilities at the Harbormaster's Building.  
22

23 **ARTICLE XIII**  
24

25 **Section 8.1. Quiet Enjoyment:** Lessor covenants with Lessee that at all times during the  
26 term of this Lease Agreement, Lessee shall peacefully hold and quietly enjoy the Premises  
27 in a manner consistent with the terms of this Lease without any disturbance or hindrance  
28 from Lessor or from any other person claiming through Lessor, except that the Lessor or  
29 others claiming through the Lessor may enter onto the Premises to effect necessary repairs  
30 to their own facilities as reasonably contemplated by the terms of this Agreement, to assure  
31 compliance with the terms of this Agreement and for public safety reasons. Lessee shall  
32 cooperate with the Lessor to affect this access to the Premises.  
33

34 **ARTICLE IX**  
35

36 **Section 9.1. Condition of Premises After Event:** Following its occupancy of the  
37 Premises, Lessee, at Lessee's sole expense, shall return the Premises in the same or  
38 superior condition than received, natural wear and tear excepted.

39 **Section 9.2. Lessee's Equipment After Event:** Prior to the expiration of the term of this  
40 Lease, Lessee shall remove all property, fixtures and chattels from the Premises placed  
41 thereon in conjunction with the event. In the event that Lessee, its officers, agents,  
42 employees or contractors fail to remove any such item of property, Lessor reserves the

1 right to remove and store any such property after the expiration or termination of this Lease  
2 at Lessee's expense or, as an alternative, to leave the property at the Premises. In either  
3 case, Lessor shall charge Lessee per diem rental for storage of such property. Lessor shall  
4 bear no responsibility or liability for damage to or expense incurred as a result of property  
5 left, removed or stored under the provisions of this Section. Lessee shall pay to Lessor any  
6 expenses or charges under this Section within thirty (30) days after delivery of any bill by  
7 Lessor to Lessee. If any property is not claimed by Lessee within sixty (60) days of the  
8 Lease term, Lessor may sell same at private or public sale under such terms as Lessor  
9 may deem appropriate in its sole discretion and apply such proceeds as it may deem  
10 appropriate in its sole discretion.

11  
12 **Section 9.3. Post-event Inspection:** Within two (2) days following the expiration of the  
13 term of this Lease, Lessee shall accompany Lessor's representative during a tour of the  
14 Premises to determine the condition thereof. If Lessee fails to participate in the tour when  
15 scheduled, Lessor may conduct a tour without Lessee's participation. Items corrected or  
16 repaired by the Lessor, deemed by Lessor to be the responsibility of Lessee, shall be billed  
17 by the Lessor and paid by the Lessee within thirty (30) days after receipt of such bill.

## 18 19 **ARTICLE X**

20  
21 **Section 10.1. Remedies:** It is understood and agreed that any and all duties, liabilities  
22 and/or obligations imposed upon or assumed by the Lessee and Lessor by or under this  
23 lease shall be taken or construed as cumulative and that the mention of any specified duty,  
24 liability or obligation imposed upon or assumed by Lessee or Lessor under this lease, shall  
25 not be taken or construed as a limitation or restriction upon any or all of the other duties,  
26 liabilities, or obligations imposed upon or assumed by the Lessee under this Lease and that  
27 all remedies provided herein shall be construed to be cumulative and in addition to any  
28 other remedies provided herein, or any remedies provided in law or equity which the Lessor  
29 or Lessee would have in any case. It is understood and agreed that either party shall have  
30 the right to seek and obtain in any court of competent jurisdiction an injunction without the  
31 necessity of posting a bond to restrain a violation by the other party of any covenant or  
32 covenants contained in this Lease, anything to the contrary notwithstanding. In no case  
33 shall a waiver by either party of the right to seek relief under this provision constitute a  
34 waiver of any other or further such right. The remedies provided hereunder shall not be  
35 deemed exclusive of other remedies not specified.

36  
37 **Section 10.2. Authority to Lease:** In the event that it is ever determined by a court of  
38 competent jurisdiction that Lessor lacks the authority to lease any portion or all of the  
39 property herein intended to be leased, Lessor shall not be liable for any losses or damages  
40 sustained by Lessee as a result thereof.

41  
42 **Section 10.3. Immunities:** Notwithstanding any provision in this Lease, implicitly or  
43 explicitly to the contrary, Lessor reserves any and all immunities, partial or total, statutory or

1 common law, in any proceeding related to this Lease, to the festivities referred to herein or  
2 to the use of the Premises (or any part thereof) before, during or after the term of this  
3 Lease. Such reservation of rights shall extend to any claim made by or through Lessee and  
4 to any claim made by or through any third party.  
5

6 **ARTICLE XI**  
7

8 **Section 11.1. Impossibility of Performance:** If, for any reason, an unforeseen event not  
9 the act of Lessor occurs, including but not limited to flood, severe weather, fire, casualty,  
10 act of God, labor strike or other unforeseen occurrence which renders impossible the  
11 fulfillment of any rental period of this lease, Lessee shall have no right to nor claim for  
12 damages against Lessor; but Lessee shall not be liable for the payment of rent for said  
13 rental period, except that if such impossibility relates only to part of the rental period, rent  
14 shall be prorated; however, this Lease shall not terminate but shall continue in accordance  
15 with the terms of this Lease.  
16

17 **ARTICLE XII**

18 **Section 12.1. Payment:** Lessee shall make all payments due under this Lease by check,  
19 payable to the City of Annapolis, and deliver the payments to the Annapolis Finance  
20 Department, 160 Duke of Gloucester Street, Annapolis, Maryland, 21401. In addition to all  
21 other amounts due hereunder, Lessee shall pay Lessor a monthly late fee of 1.5% (18%  
22 per annum) of any payment required hereunder that is more than sixty (60) days past due,  
23 until paid.  
24

25 **ARTICLE XIII**

26 **Section 13.1. Time is of the Essence:** Time is of the essence in the performance of this  
27 Lease, and the times herein granted shall not be extended for any reason, except as  
28 provided herein, for the occupancy or use of the Premises or for the installation or removal  
29 of equipment, materials or displays therefrom without written permission from Lessor.  
30

31 **ARTICLE XIV**

32  
33 **Section 14.1. Assignment:** Lessee shall not assign or transfer this Lease, in whole or in  
34 part, or any of its rights hereunder, without the prior written consent of the Lessor, which  
35 consent shall not be arbitrarily withheld.  
36

37 **ARTICLE XV**

38  
39 **Section 15.1. Non-Agent:** Lessee herein is an independent contracting party and not the  
40 agent or employee of the Lessor.  
41

42 **ARTICLE XVI**

1  
2 **Section 16.1. Liens, Remedies, etc:** Lessee hereby consents to and Lessor shall have a  
3 lien upon all goods, personal property and fixtures of Lessee located upon the leased  
4 Premises for any and all unpaid charges which arise under this Lease. Lessee hereby  
5 consents to and Lessor shall have the power to impound and retain the possession of such  
6 goods, personal property and fixtures until all such charges and fees due under this Lease  
7 have been paid, in full, to the satisfaction of Lessor. In the event such charges remain  
8 unpaid thirty (30) days after the termination of the term of this Lease, Lessor shall have the  
9 power to sell such property at public auction, and apply the receipts from such auction to all  
10 such unpaid charges.

11  
12 **ARTICLE XVII**

13  
14 **Section 17.1. Compliance with All Laws:** Lessee agrees to comply with all laws,  
15 ordinances, and statutes applicable to the Premises, or any part thereof, and the use  
16 thereof, and to pay all taxes or charges imposed by law in connection with Lessee's use  
17 and occupancy of the Premises.

18  
19 **ARTICLE XVIII**

20  
21 **Section 18.1. Contact Persons:** For purposes of coordinating inspections, providing  
22 notices and other matters set forth under this Lease, except as otherwise provided in this  
23 Lease, the parties designate the following contact persons:

- 24  
25 A. Lessor: City Special Events Coordinator  
26 160 Duke of Gloucester Street  
27 Annapolis, Maryland 21401  
28 Phone No. 410-263-7939  
29  
30 B. Lessee: Race Across America  
31 Fred Boethling, President  
32 2305 Canyon Blvd, #103  
33 Boulder, CO 80302  
34 Phone No. 866-460-4288  
35

36 **ARTICLE XIX**

37  
38 **Section 19.1. Local Exhibitors:** Lessee shall use its best efforts to contract with Annapolis  
39 exhibitors in all matters related to the event.

40  
41 **ARTICLE XX**  
42

1 **Section 20.1 General Powers:** Nothing herein shall be construed to preclude the City from  
2 exercising its general public safety powers as it deems appropriate to protect the public  
3 safety, interest and welfare.  
4

5 **ARTICLE XXI**  
6

7 **Section 21.1 Authority:** This Lease Agreement is authorized by Ordinance O-10-09.  
8  
9

10 **IN WITNESS WHEREOF**, the parties hereto, by and through the duly authorized agents,  
11 have caused this Lease to be executed this lease this \_\_\_\_\_ day of \_\_\_\_\_,  
12 2009.  
13

14 **ATTEST:**

**CITY OF ANNAPOLIS**

15 \_\_\_\_\_  
16 Regina C. Watkins-Eldridge, CMC  
17 City Clerk  
18  
19  
20

BY: \_\_\_\_\_  
ELLEN O. MOYER, MAYOR

21 **RACE ACROSS AMERICA**  
22

23 \_\_\_\_\_  
24 WITNESS

BY: \_\_\_\_\_  
Race Across America  
Fred Boethling, President  
2305 Canyon Blvd, #103  
Boulder, CO 80302  
Phone No. 866-460-4288

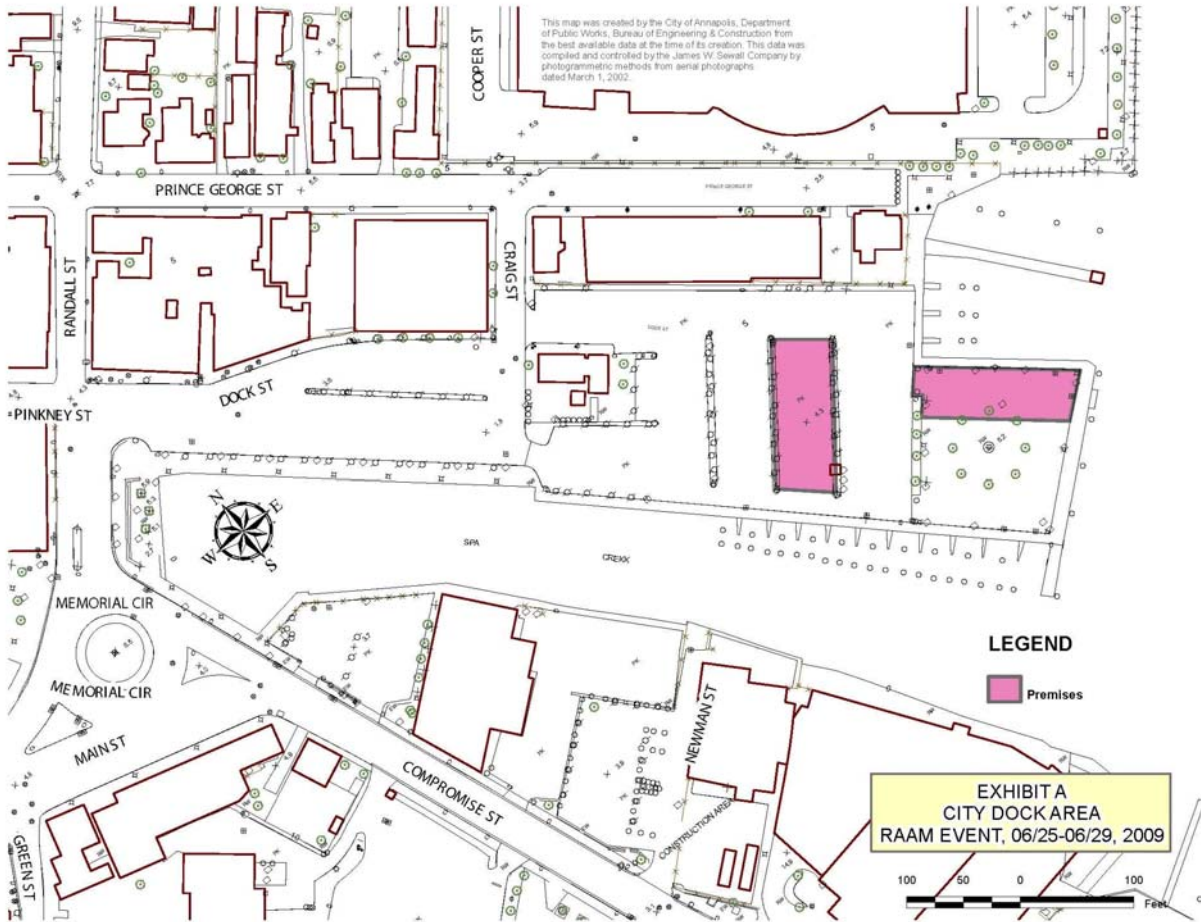
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33 Approved as to form and legal sufficiency:  
34  
35

36 \_\_\_\_\_  
37 Steve Kling, City Attorney                      Date

1 **Exhibit A**

2  
3  
4

**Premises of RAAM Event  
June 25 to June 29, 2009**



5