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OFFICE OF HIGHER EDUCATION
80 WASHINGTON STREET, SUITE 524
PROVIDENCE, RHODE ISLAND 02903

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MATHIES SANTOS, LT. COL. (RET.)

TO: Members of the Board of Education

FROM: Clark Greene, Authorized Agent

Enclosure 2b
February 6, 2014

DATE: February 3, 2014

RE: **Discussion and recommendation for acceptance of lease agreement for office space at the URI Feinstein Providence Campus (Shepard Bldg.) for the International Gallery for Heritage & Culture**

The University of Rhode Island is requesting permission to enter into a lease agreement for office space in the Shepard Building in connection with the International Gallery for Heritage & Culture. The International Gallery for Heritage & Culture, a non-profit corporation, has a mission to create and support Rhode Islanders who celebrate the convergence of their artistic and cultural heritage.

This organization creates exhibits of local and international artists from various ethnic backgrounds representing Rhode Island and the region. They bring in art from different cultures around the world to Rhode Island communities with the hope of sharing and teaching about other cultures via visual and performing art. The International Gallery for Heritage & Culture also provides educational programs to preserve and advocate for multicultural arts by cultivating strategic partnerships.

Over the last 18 years, the International Gallery for Heritage & Culture has partnered with the URI Providence Campus on a variety of exhibits. The URI Providence Campus Urban Initiative will continue to collaborate with the International Gallery for Heritage & Culture as it performs outreach to the local urban community.

This lease provides the International Gallery for Heritage & Culture with approximately 120 square feet of office space in Room 224 in the Shepard Building. While no rent will be charged, the International Gallery for Heritage & Culture is required to provide standard insurance and indemnification provisions in order to protect the University and the Board of Education.

The lease has been approved by the University's General Counsel and is attached to this memo.

I recommend:

THAT the Board of Education approves the lease between the Board of Education/ University of Rhode Island and the International Gallery for Heritage & Culture, for office space located in the Shepard Building. As with other similar matters, this lease will then go to the State Property Committee for review and approval.

THE
UNIVERSITY
OF RHODE ISLAND

OFFICE OF THE
GENERAL COUNSEL

Green Hall, 35 Campus Avenue, Kingston, RI 02881 USA p: 401.874.4486 f: 401.874.4803

THINK BIG WE DO™



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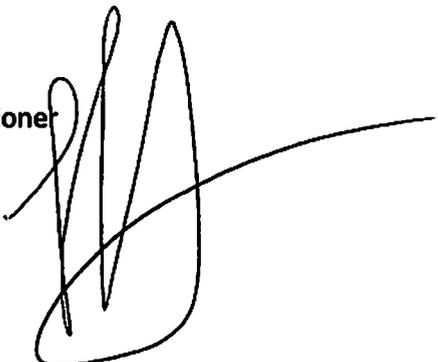
MEMORANDUM

To: Susan LaPanne
Associate Commissioner

From: Louis J. Saccoccio
General Counsel

Date: January 30, 2014

Subj: Lease Agreement
International Gallery for Heritage & Culture



Enclosed please find the Lease Agreement for the use of 120 square feet of office space in the Shepard Building in Room 224 by the International Gallery for Heritage and Culture (the "International Gallery"), a Rhode Island non-profit cooperation. This same lease was approved by the board of governors for higher education and the state properties committee in 2011. This collaboration has proven to be both a successful and worthwhile endeavor for both parties.

The 2011 lease has since expired and this new lease is simply an extension of our relationship with the International Gallery for an initial term on one (1) year with the right to further extend the term for two (2) additional one (1) year terms. All other terms remain the same.

As before, the University will not charge rent for use of this space but the lease does continue to require standard insurance and indemnification provisions.

Please place this on the agenda for next work session of the board of education.

Thank you for your cooperation and assistance.

cc: President Dooley
Ronald Cavallaro.

LEASE AGREEMENT

LEASE AGREEMENT made and entered this ____ day of March, 2014 between the UNIVERSITY OF RHODE ISLAND, a state institution of higher education, by and through its governing board, the RHODE ISLAND BOARD OF EDUCATION, a public corporation created and established pursuant to Chapter 97, Title 16 of the General Laws of Rhode Island (collectively the "Landlord"), and The International Gallery for Heritage and Culture, a Rhode Island nonprofit corporation with offices located in Providence, Rhode Island (the "Tenant").

WHEREAS, Landlord is the administrator of that certain land and building located at 80 Washington Street, Providence, Rhode Island commonly known as the Shephard Building (the "Building"); and

WHEREAS, the Landlord operates the University of Rhode Island Providence Campus in the Shepard Building which was awarded an Urban Grant designation by the U.S. Department of Education; and

WHEREAS, a primary mission of the Urban Grant Initiative is to enable the University to work with private, public and civic organizations in a cooperative effort to devise and implement solutions to pressing and severe problems facing urban communities; and

WHEREAS, the mission and of The International Gallery for Heritage and Culture is consistent with and enhances the obligations of Landlord under the Urban Grant Initiative; and

WHEREAS, the Landlord wishes to provide Tenant with space on its Providence Campus in a collaborative effort to provide diversity education and policy research with emphasis on community/urban issues;

NOW THEREFORE, in consideration of the above, the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

ARTICLE I
LEASED PREMISES

1.1 The Landlord does hereby demise and let unto the Tenant and the Tenant does hereby hire and take from the Landlord, upon the terms and conditions set forth herein, 120 square feet of office space in the Shepard Building located in Room 224, together with all fixtures and improvements attached thereto or associated therewith, (the "Premises") for the term of this lease.

ARTICLE II
TERM

2.1 The initial term of this lease shall be for a period of one (1) year beginning on March 1, 2014 and ending on February 28, 2015 (the "initial term").

2.2 The initial term of this lease may be extended by for two additional terms of one (1) year each upon such terms and conditions as the parties may agree (the "extended term") commencing on the date immediately following the expiration of the Initial Term. If Tenant wishes to so extend the initial term of this lease it shall provide notice of its intention to Landlord not less than three (3) months before the expiration of the initial term unless such notice is waived in writing by Landlord.

ARTICLE III
USE OF PREMISES

3.1 During the initial or any extended term of this lease the Tenant shall use and occupy the Premises as office and administrative space. The Tenant may not use the premises for any other purpose without the prior written consent of the Landlord which consent shall not be unreasonably withheld.

3.2 The Tenant shall not make any alterations, additions or improvements to the Premises beyond without the prior written consent of the Landlord. Upon the expiration or sooner termination of this lease all alterations, additions or improvements shall be surrendered to the Landlord with the Premises as a part thereof without compensation to the Tenant unless otherwise agreed to by the parties.

ARTICLE IV
RENT

4.1 Tenant shall pay nominal rent to the Landlord, at such place as it shall designate from time to time, in the amount of \$1.00 annually on March 1, 2014 and on the first day of March of each year thereafter during the Initial Term or any Extended Term of this Lease Agreement.

ARTICLE V
TELEPHONE, OFFICE AND PARKING

5.1 Tenant shall also during any term of this Lease, be solely responsible for and shall pay when due its own telephone expenses.

5.2 Tenant shall, in addition to rent, be responsible and pay for any additional services that may be provided to Tenant by Landlord during the term of this Lease including, without limitation, mailing costs, photocopying and foodservice for meetings.

5.3 Landlord shall provide Tenant parking for no more than two (2) staff members at the R.I. Convention Center Garage.

ARTICLE VI
MECHANICS AND OTHER LIENS

6.1 Tenant shall not permit or suffer to be filed against the Premises or any interest therein any mechanics' liens, materialmens' liens, or other liens, claims or encumbrances of any kind.

6.2 If any such lien, claim or encumbrance is filed against the premises, it shall be the duty of the Party responsible for the filing of said lien, claim or encumbrance, within sixty (60) days after receipt of notice of such lien, claim or encumbrance, to cause the premises to be released there from, either by payment, posting a bond, or payment into the registry of court, of an amount necessary to relieve and release the premises from such lien, claim or encumbrance, or in any other manner which, as a matter of law, shall result in such release within such period of sixty (60) days.

ARTICLE VII
INSURANCE AND INDEMNIFICATION

7.1 Tenant shall, at its own cost and expense, obtain, keep and maintain in full force and effect during the initial or any extended term of this lease insurance policies in standard form, and with such companies that are satisfactory to the Landlord, providing comprehensive general liability coverage with policy limits not less than \$1,000,000 combined single limit each occurrence and \$2,000,000 aggregate, together with property damage coverage (including fire and extended coverage) covering building and contents with policy limits not less than \$500,000 combined single limit each occurrence and \$500,000 aggregate. All required policy limits shall be exclusive of any applicable deductibles, retentions or self-insurance reserves. The University of Rhode Island, the Board of Education, and State of Rhode Island shall all be named insureds on all policies of insurance required hereunder as their interests may appear.

7.2 Tenant shall provide Landlord upon execution of this agreement, and upon reasonable request thereafter, an appropriate certificate of insurance in standard form, evidencing insurance coverage in compliance with the above and containing a provision that written notice of cancellation or modification of any of the required policies of insurance shall be given to Landlord within a reasonable period of time prior to the effective date of such cancellation or modification.

7.3 The Tenant agrees to indemnify, defend and hold harmless the Landlord, and the State of Rhode Island, their respective board members, officers, directors, employees and agents, from any and all payment, liability, loss or damage, including reasonable attorney's fees and court costs, arising out of any claims, demands or actions for property damages, personal injuries, including bodily injuries or death, caused by or resulting from: (i) the Tenant's breach of any representation, warranty, term or condition of this lease; or (ii) the intentional or negligent acts or omissions of the Tenant or any of its employees, agents or representatives in connection with its performance of this lease, its use of the Premises or operation of its business.

ARTICLE VIII MAINTENANCE AND REPAIRS

8.1 Tenant shall keep the premises neat and clean and maintain the Premises in good order, condition and repair consistent with its condition at the commencement of this Lease Agreement, normal wear and tear excepted.

8.2 Notwithstanding the above, Landlord shall be responsible to maintain the Premises in good order, condition and repair, including without limitation, the building, its roof and other matters that may affect its structural integrity or interfere with the intended use and occupancy of the Tenant, including the plumbing, electrical, heating, air conditioning and similar mechanical systems as well as the repairs, renovations and improvements made by the Landlord pursuant to this agreement.

ARTICLE IX ASSIGNMENT AND SUBLETTING

9.1 The Tenant shall not assign, mortgage, pledge or encumber this Lease in whole or part without the prior written consent of the Landlord, which consent shall be in the sole and absolute discretion of the Landlord.

9.2 Any assignment, mortgage, pledge or encumbrance made by the Tenant without such consent of the Landlord shall be null, void and of no effect and constitute a material default of this Lease.

9.3 Tenant is strictly prohibited from subletting and/or subleasing the Leased Premises or any portion thereof to any third party.

ARTICLE X
DEFAULT

The occurrence at any time during the initial term or any extended term of this lease of any of the following shall constitute an event of default:

10.1 The failure of the Tenant to make any rent payment within fifteen (15) days from the due date.

10.2 The failure of the Tenant to pay all applicable taxes and/or assessments as required by this Lease.

10.3 The assignment, mortgage, pledge or encumbrance of this Lease or any part hereof in violation of Article IX.

10.4 The neglect or failure of either party to perform or observe any of the other terms, conditions, covenants or agreements contained herein which neglect or failure shall continue for thirty (30) days after receipt of written notice of such neglect or failure from the other party.

ARTICLE XI
REMEDIES AND TERMINATION OF LEASE

11.1 Upon the occurrence of any event of default by one party, the other party may terminate this lease without further obligation by giving notice of termination to the defaulting party as provided herein which notice shall set forth the reason for the termination along with the effective date of termination.

11.2 In addition to the right to terminate this lease the non-defaulting party shall have all rights and remedies, including damages, costs and reasonable attorney's fees, allowed by law or in equity.

ARTICLE XII
SURRENDER OF PREMISES

12.1 If, at the expiration of the initial term or any extended term, this Lease has not, for any reason, been renewed or further extended, or upon sooner termination of this lease as set forth herein, the Tenant shall peaceably surrender the premises to the Landlord.

ARTICLE XIII
REPRESENTATIONS AND WARRANTIES

13.1 The Landlord represents and warrants to the Tenant that it has full power and authority to enter into and perform its obligations under this Lease and that the execution, delivery and performance of this lease has been duly authorized by all requisite action on its part.

13.2 The Landlord further represents and warrants to the Tenant that so long as the Tenant keeps and performs the terms and conditions of this lease, it shall have quiet and peaceful possession of the premises.

13.3 The Tenant represents and warrants to the Landlord that it has the full power and authority to enter into and perform its obligations under this lease and that the execution, delivery and performance of this lease has been duly authorized by all requisite action on its part. The Tenant shall deliver to the Landlord, upon request, a certificate or resolution of corporate action to this effect.

ARTICLE XIV
FIRE AND CASUALTY DAMAGE

14.1 If, at any time during the initial term or any extended term of this lease, the premises shall be damaged by fire or other casualty a just abatement of rent shall be made until the damage has been fully repaired by the Landlord.

14.2 The Landlord shall provide written notice to the Tenant of its intention to repair the damages to the premises within thirty (30) days from the date of said fire or casualty together with a completion date of all repairs, which shall not exceed ninety (90) days from the date of the fire, or other casualty, which caused the damage. In the event that the Landlord has elected not to repair the damages, fails to provide written notice of its intention to repair the damages to the Tenant as set forth herein, or fails to complete the repairs by date of completion then this lease shall, at the sole option of the Tenant, terminate and be of no further force and effect. The Tenant shall be entitled to a return of any advance rental payment made prior to the effective date of termination.

ARTICLE XV
HAZARDOUS MATERIALS

15.1 Tenant shall not use or bring onto the Premises any pollutants or hazardous materials or substances except with the prior consent of the Landlord and in strict compliance with all applicable federal and state laws and regulations.

15.2 In addition to any other indemnification provided for herein, Tenant shall indemnify, defend and hold harmless, Landlord and the State of Rhode Island, their respective board members, officers, directors, employees and agents, from any and all payment, liability, loss or damage, including reasonable attorney's fees and court costs, arising out of any claims, demands, or actions, costs and expenses caused by Tenant's use or maintenance of pollutants or hazardous materials or substances on the Premises or related to the clean up or remediation of the Premises caused by Tenant's use or maintenance of pollutants or hazardous materials or substances on the Premises, except that this indemnification shall not apply to any pollutants or hazardous materials or substances that existed on the Premises prior to Tenants occupancy and possession.

ARTICLE XVI
FORCE MAJEURE

16.1 If either party shall be unable to carry out any of its obligations under this lease due to events beyond the reasonable control of and without the fault or negligence of the party claiming force majeure, including without limitation, an act of God, sabotage, accidents, appropriation or diversion of steam energy, equipment, materials, or commodities by order or rule of any governmental authority having jurisdiction thereof, any changes in applicable laws or regulations affecting performance, any act of governmental or judicial authority, war, blockage, insurrection, riot, fire, explosion, flood, nuclear emergency, epidemic, lightning, hurricane, earthquake or similar catastrophic occurrence, this lease shall remain in effect, but the effected party's obligation shall, subject to the limitations set forth below, be suspended for the period during which the effected party is unable to perform because of the disabling circumstances.

16.2 The party claiming force majeure must give the other party prompt written notice describing the particulars of the force majeure, including without limitation, the reasons why it effects or prevents performance, the nature of the occurrence and its expected duration.

16.3 The suspension of performance as provided herein shall be of no greater scope and of no longer duration than is required by the force majeure.

16.4 The non-performing party uses its best efforts to remedy its inability to perform notwithstanding the occurrence of a force majeure event.

16.5 The obligations of either party that arose before the force majeure causing suspension of performance shall not be excused as a result of the force majeure.

16.6 Economic hardship shall not constitute force majeure.

16.7 If the force majeure continues for a period greater than sixty (60) then either party shall have the right to terminate this lease at any time thereafter without further obligation to the other.

ARTICLE XVII
NOTICES

17.1 Whenever, by the terms of this lease, a notice, approval, consent, or other communication ("notice") is permitted or required to be given by one party to the other then such notice shall be valid and effective if it is in writing and sent to the other party at the address set forth below, by certified or registered mail, postage prepaid, return receipt requested, or by in-hand delivery. Such notice may also be faxed to the other party which shall be deemed valid and effective if also mailed or delivered as provided herein. A postmarked postal receipt shall be deemed adequate evidence of such mailing.

To the Landlord: Office of the Vice President for Administration
University of Rhode Island
Carlotti Administration Building
Kingston, R.I. 02881

To the Tenant: The International Gallery for Heritage and Culture
The Shepard Building
80 Washington Street, Room 80
Providence, RI 02903

17.2 Either party may, from time to time, change the office, individual and/or address to receive notice on its behalf by giving notice of said change to the other party as provided herein.

ARTICLE XVIII
WAIVER

18.1 No waiver of any term or condition of this lease or its performance shall be valid unless expressed in writing and signed by the party who is claimed to have waived or released such term, condition or performance.

18.2 The failure to insist upon the strict performance of any provision of this lease or to exercise any right or remedy set forth herein shall not constitute a waiver or relinquishment of said right or remedy.

18.3 The waiver of any breach of any term or condition of this lease shall be limited to the particular instance and shall not operate as a waiver of any future breaches of the same or any other term or condition of this lease.

ARTICLE XIX
TAX COMPLIANCE CLAUSE

19.1 Notwithstanding any provision of this Lease to the contrary, it shall be the responsibility of the Tenant to ensure that payment of all applicable local taxes and assessments for the Premises are made in a prompt manner and the failure of Tenant to pay said local taxes and assessments promptly may, in the sole discretion of the Landlord, result in the unilateral termination of this Lease without penalty to the Landlord.

ARTICLE XX
MISCELLANEOUS

20.1 Landlord shall have the right to enter and inspect the Premises at reasonable times during normal business hours by providing Tenant with twenty-four (24) hour prior notice except that such notice shall not be required in the event of fire or other emergency.

20.2 No amendments or modifications to this lease shall be valid unless contained in writing and signed by both parties.

20.3 If any provision of this lease shall be invalid or unenforceable, the remainder of this lease shall not be affected and each term and condition of this lease shall be valid and enforceable to the fullest extent permitted by law.

20.4 Each of the parties have had an opportunity to fully review the terms and conditions of this lease with counsel of their choosing and hereby agree that it shall not be construed against the party who drafted this lease.

20.5 This lease shall be binding upon the parties hereto, their respective successors and assigns and to the extent applicable, their heirs, beneficiaries, executors, administrators and representatives.

20.6 This Lease Agreements shall be governed by the laws of the state of Rhode Island, and without limiting the generality of the foregoing, is subject to approval by the State Properties Committee pursuant to Chapter 6 and Chapter 7, Title 37 of the General Laws of the State of Rhode Island.

20.7 This instrument contains the entire agreement of the parties and is not subject to any agreements, statements or representations not expressly set forth herein.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

Landlord:

UNIVERSITY OF RHODE ISLAND/RHODE
ISLAND BOARD OF EDUCATION

Witness

By: _____

Witness

By: _____
Chairman, Rhode Island Board of Education

Tenant:

INTERNATIONAL GALLERY FOR HERITAGE
AND CULTURE

Witness

By: _____
Its President

APPROVED this ____ day of _____, 2014 BY THE STATE PROPERTIES COMMITTEE:

APPROVED AS TO TERMS AND CONDITIONS:

Chairman, State Properties Committee

APPROVED AS TO FORM:

Attorney General

APPROVED AS TO SUBSTANCE:

Director, Department of Administration

APPROVED:

Public Member

APPROVED:

Public Member