



WESTPORT

**TOWN OF WESTPORT
BOARD OF FINANCE**

BOARD OF FINANCE SPECIAL MEETING - VIA ZOOM PACKET

MAY 11, 2026

08:00 PM



TOWN OF WESTPORT

BOARD OF FINANCE SPECIAL MEETING - VIA ZOOM AGENDA

**MAY 11, 2026
08:00 PM**

NOTICE AND AGENDA OF BOARD OF FINANCE SPECIAL MEETING

The Board of Finance will hold a Public Meeting on Monday, May 11, 2026 at 8:00 p.m. via ZOOM for the following purpose:
Instructions to Attend ZOOM Meeting:

Zoom Link: <https://us02web.zoom.us/j/4923264979?pwd=EevivrjokOxFZMdxB6lQbtbb89GAVb.1&omn=88283357410>
Meeting ID: 492 326 4979

Passcode: Finance

Phone: 1-646-931-3860 US (New York)

- 1. Executive Session:** It is anticipated that the Board of Finance will vote to go into an executive session to discuss the **Municipal Food and Beverage Concession and Lease of the Pavilion at Compo Beach at Compo Beach Park, the Halfway House at Longshore Golf Course and Longshore Pavilion located at Longshore Club Park between Town of Westport and NG Entertainment LLC.**
- 2. Public Agenda:** In accordance with Section C6-2 of the Town Charter and upon the request of the Director of Parks & Recreation, discussion and potential action of the **Municipal Food and Beverage Concession and Lease of the Pavilion at Compo Beach at Compo Beach Park, the Halfway House at Longshore Golf Course and Longshore Pavilion located at Longshore Club Park between the Town of Westport and NG Entertainment LLC, subject to final approval of the Town's Attorney's Office.**

Attachment: [Food and Beverage Concession and Lease NG Entertainment.pdf](#)

Revised by Doug LoMonte May 7, 2026 5:25 p.m.

**MUNICIPAL FOOD AND BEVERAGE
CONCESSION AND LEASE**

This Municipal Food and Beverage Concession and Lease is dated as of May 20, 2026 by and between the **TOWN OF WESTPORT**, a Connecticut municipal corporation (the "Town") and **NG ENTERTAINMENT LLC**, a Connecticut limited liability company (the "Tenant"). The Town and Tenant are sometimes referred to individually as a "Party" and, collectively as the "Parties".

1. **The Leased Premises.** The Town hereby leases to Tenant the following premises located in Westport, Connecticut:
 - a. The kitchen, food preparation and patron service areas situated in the Beach Pavilion, which areas are more particularly shown on Exhibit A (the "Beach Pavilion Space");
 - b. The Halfway House; and
 - c. The kitchen, food preparation and patron service areas situated in the Longshore Pavilion, which areas are more particularly shown on Exhibit B (the "Longshore Pavilion Space").

2. **Defined Words and Phrases.** This Lease contains many words, phrases and acronyms with initial, capitalized letters. These words, phrases and acronyms are used as specially defined terms in an effort to make the Lease easier to read. An effort has been made to set forth some of the more common defined terms in this Section, but other Sections may also contain defined words and phrases. Whenever a capitalized word, phrase or acronym is used in this Lease, it shall have the definition specifically ascribed to it, unless the context of the usage implies otherwise.
 - a. "Additional Rent" means any charge, other than the Base Rent, payable by Tenant to Town under any provision of this Lease.
 - b. "Ancillary Items" means and includes the sundries and items customarily associated with visits to a beach, as are Approved from time to time by the Director. *Examples of Ancillary Items are t-shirts, sunglasses, hats, sunscreen and beach towels.*
 - c. "Approval" and "Approved" mean approval in writing in advance by the Director or other Town official or body specifically designated in this Lease.
 - d. "Base Rent" means the amount indicated in the table at Section 5.
 - e. "Beach Pavilion" means the building known as the Pavilion at Compo Beach.

- f. "Beach Season" means the third Saturday in April through and including October 31.
- g. "Board of Finance" means the Town's Board of Finance.
- h. "Board of Selectmen" means the Town's Board of Selectmen.
- i. "Building" means each of the following: the Beach Pavilion; the Longshore Pavilion and the Halfway House.
- j. "Business Day" means Monday through and including Friday, excluding legal holidays in the State of Connecticut.
- k. "Concession" means a fast food and beverage service business. Concession is also used to describe the use of the Leased Premises that is authorized and permitted under this Lease.
- l. "CPA" means a Certified Public Accountant licensed in the State of Connecticut.
- m. "Default Rate" is the rate of interest equal to the lesser of: (i) four percent (4%) over the Wall Street Prime in effect at the time the Default Rate begins to accrue; or (ii) the maximum rate of interest permitted to be charged under law.
- n. "Department" means the Town's Department of Parks and Recreation.
- o. "Director" means the Director of the Department.
- p. "Effective Date" means May 22, 2026.
- q. "First Selectman" means the Town's First Selectman.
- r. "FOIA" means the Connecticut Freedom of Information Act.
- s. "Golf Course" means Longshore Golf Course.
- t. "Golf Season" means the first day that the Director declares the Golf Course open to the public (typically, in mid-April) through and including November 15.
- u. "Halfway House" means the building located between the ninth hole and the tenth tee of the Golf Course.

It's customary for there to be several charitable events at the Golf Course during each Golf Season. During those charitable events, the Golf Course may be closed to the public. The Director will inform Tenant in advance of the dates and times of upcoming charitable events and whether or not Tenant will be expected to open the Halfway House and operate the Roaming Cart during each of those events. Tenant will open the Halfway House and operate the Roaming Cart during a charitable event if requested by the Director.

- v. "Health Department" means the Connecticut Department of Public Health.
- w. "Health District" means the Aspetuck Health District.
- x. "Lease" means this Municipal Food and Beverage Concession and Lease.
- y. "Leased Premises" means and includes the Beach Pavilion Space, the Longshore Pavilion Space and the Halfway House.
- z. "Lease Year" means the twelve-month period beginning November 16 and ending November 15.
- aa. "Longshore Pavilion" means the building known as the Pavilion at Longshore Club Park.
- bb. "Operating Season" means any of the following: a Beach Season; a Pool Season; a Skating Season; or a Golf Season.
- cc. "Pool Season" means the Saturday before Memorial Day through and including Labor Day.
- dd. "PRC" means the Town's Parks and Recreation Commission.
- ee. "PZC" means the Town's Planning and Zoning Commission.
- ff. "Rent" means and includes Base Rent and Additional Rent.
- gg. "Requisite Hours" means and includes the hours indicated in Section 10(d).
- hh. "Rink" means the Westport P.A.L. Rink at Longshore Club Park.
- ii. "Roaming Cart" means a Tenant-owned golf cart used only for impromptu in-person sales on the Golf Course, including the area behind the pro shop.
- jj. "Skating Season" means the first day of each calendar year that the Director has declared the Rink open to the public (typically, in late November) through and including the day declared by the Director as the last day that the Rink will be open to the public (typically, in early March)².
- kk. "Superintendent" means the Town's Superintendent of Facilities.

² The Rink opening and closing dates vary from year to year based on weather conditions. The Director will announce the opening and closing dates via posting to the Town's website.

- ll. “Term” means the period of time during which Tenant is entitled possession of the Leased Premises in accordance with the provisions of this Lease, but does not include any hold over period.
- mm. “Town Boards” means the PZC, the Board of Finance and the Board of Selectmen.
- nn. “Wall Street Prime” means the interest rate published by the *Wall Street Journal* as the base rate on corporate loans posted by at least 75% of the nation’s thirty largest banks, or a similar substitute rate selected by Town if the foregoing rate is no longer published.

3. Initial Term and Extension Option.

- a. Unless sooner terminated pursuant to the provisions of this Lease, the Term shall begin on the Effective Date and end on November 15, 2029 (the “Initial Term”).
- b. The Town will have the option to extend the Term for two 2-year periods (each an “Extension Option”, the “First Extension Option” and “Second Extension Option”, respectively, and collectively, the “Extension Options”). The following rules will govern the Extension Options. The First Extension Option will apply to the period beginning November 16, 2029 and ending November 15, 2031 (the “First Extension Period”). The Second Extension Option will apply to the period beginning November 16, 2031 and ending November 15, 2033 (the “Second Extension Period”). “Extension Period” means each of the First Extension Period and the Second Extension Period. “Extension Periods” means the First Extension Period and the Second Extension Period, collectively. The Town may exercise an Extension Option by delivering Notice to Tenant. Extension Options may be exercised only singly (i.e., one by one, not both at once). If the Town does not exercise the First Extension Option by September 1, 2029, then this Lease will expire on November 15, 2029. If the Town does not exercise the Second Extension Option by September 1, 2031, then this Lease will expire on November 15, 2031. If the Town exercises an Extension Option, then the Parties will negotiate in good faith the terms and conditions that will apply during the applicable Extension Period (the “Extension Terms”). If the Parties reach agreement on Extension Terms, then the Parties will sign a lease extension agreement. If the Parties do not reach agreement on Extension Terms within forty-five (45) days, then either Party may declare an impasse. If either Party declares an impasse, then the Town’s election to extend the Term will be nullified and this Lease will expire at the end of the Initial Term or First Extension Period, as applicable. If the Parties do not sign a lease extension agreement and neither Party declares an impasse, then, beginning on November 16 following the Town’s exercise of the Extension Option, the Term will be extended on a month-to-month basis (from the 16th of the month to the 15th of the next month) with payments of Base Rent due on the fifteenth (15th) day of each month at the rate of per month in effect as of the day before the expiration of the Initial Term or First Extension Period, as applicable.

4. The Concession.

- a. Tenant shall have the right to use the Leased Premises to operate the Concession and for no other purpose. The Concession shall terminate upon the expiration of the Term or earlier termination of this Lease by the Town without requirement for any separate declaration or Notice. The Concession is subject to the conditions and restrictions specified in this Lease.
- b. The Concession includes the right to take orders by phone and mobile app and to make food and beverage deliveries to customers subject to the following rules. Deliveries may be made only within the boundaries of Longshore Club Park and Compo Beach Park and only with tenant-owned golf carts (not motor vehicles required to be registered with CT DMV). Golf carts must not be operated on public roads or otherwise in violation of State laws. During the Roaming Cart Requisite Hours (see Section 10(d)): (i) Tenant shall designate one golf cart as the Roaming Cart; (ii) the Roaming Cart shall be used only for impromptu in-person sales on the Golf Course, including the area behind the pro shop; (iii) the Roaming Cart shall not be used to solicit or make sales in any of the parking lots of Longshore Club Park; and (iv) the Roaming Cart shall not be used for deliveries with respect to orders taken by phone or mobile app. Tenant may sell alcohol only to individuals of legal drinking age. Tenant may sell alcohol only in-person within the Halfway House or from the Roaming Cart. Orders from golfers may be taken only for pickup at the Halfway House (no deliveries to golfers on the golf course). Tenant shall not accept orders from customers requesting delivery to the Inn at Longshore and Adjacent Grounds (defined in Section 7(c)(i)) or outside of Longshore Club Park and Compo Beach Park. Golf carts serving Longshore Club Park must stay, at all times, within Longshore Club Park. Golf carts serving Compo Beach Park must stay, at all times, within Compo Beach Park.

- 5. **Rent.** For the privilege of operating the Concession at the Leased Premises, Tenant will pay Base Rent in monthly installments on the first day of each month, as indicated in the far right column (Base Rent, Monthly Payment) of the following table. In recognition of the time needed for set up and organization, there will be no Base Rent due for the month of May, 2026 and the Base Rent due for the month of June, 2026 will be \$4,166.50.

First Payment Due	Last Payment Due	Base Rent, Monthly Payment
July 1, 2026	May 1, 2027	\$8,333.00
June 1, 2027	May 1, 2028	\$9,166.00
June 1, 2028	May 1, 2029	\$10,000.00

June 1, 2029	October 1, 2029	\$10,000.00
November 1, 2029		\$5,000.00 ¹

6. Additional

Provisions Regarding Payment Of Rent. All payments of Rent shall be delivered to the Town’s Notice Address. All Rent shall be due and payable without any setoff or deduction to the Town at the times specified in this Lease. If any installment of Rent is not paid within ten (10) days of its due date, Tenant shall pay a late charge to the Town equal to the greater of \$100 or 5% of the overdue payment. If the outstanding balance of Rent owed to the Town contains any amount that has not been paid within ten (10) days of its due date, then beginning on the eleventh (11th) day, the entire outstanding balance of Rent owed by Tenant shall bear interest at the Default Rate, until the outstanding balance no longer includes any amounts not paid within ten (10) days of their due date. Any liability for unpaid Rent shall survive the termination of the Lease.

7. Exclusive Vendor Rights.

- a. During the Term and within Longshore Club Park and Compo Beach Park, the Town will not grant any permit or authorization to any third party to sell to consumers or deliver to consumers soft drinks, alcoholic beverages, food, or candy.
- b. As of the Effective Date, the exclusive vendor rights granted under Section 7(a) do not apply to any Ancillary Items. The Director may, in the Director’s discretion, elect to add specific Ancillary Items to the list to which exclusive vendor rights apply, but it shall be conclusively presumed that exclusive vendor rights do not apply unless Tenant is in possession of a written communication from the Director that makes specific reference to Section 7(a) and the Ancillary Items to which exclusive vendor rights apply.
- c. The Town’s covenant of exclusive vendor rights is subject to the following exceptions.
 - i. The Town may authorize a restaurant and catering/banquet event business to operate at the Inn at Longshore and Adjacent Grounds. It is noted that a restaurant and catering/banquet event business is operating at the Inn at Longshore as of the Effective Date and has operated at the Inn at Longshore with occasional use of the Adjacent Grounds for private parties for several decades. For purposes of this Lease, “Adjacent Grounds” means the area immediately surrounding the Inn at Longshore building indicated on Exhibit C.

¹ Half-month ending November 15, 2029.

- ii. The Town may authorize snack and beverage vending machines at the marinas. It is noted that vending machines have been located at the marinas for many years.
- iii. The Town may authorize private parties and non-profit/fundraising/charity events at Compo Beach and Longshore Club Park (“Permitted Events”) to be catered by third party caterers. Permitted Events are subject to the customary permit requirements of the Department. Tenant will not have exclusive or preferential rights with respect to catering Permitted Events at Compo Beach and Longshore Club Park³. Tenant may, however, place within the Beach Pavilion Space, the Longshore Pavilion Space and the Halfway House signs advertising Tenant’s catering services. The size, design and number of signs advertising Tenant’s catering services are subject to compliance with applicable Town ordinances and regulations and the Approval of the Director.
- iv. The exclusive vendor rights do not apply outside the boundaries of Compo Beach Park and Longshore Club Park. Tenant acknowledges that the Town does not have the authority to prohibit food and beverage sales and deliveries outside of the boundaries of Longshore Club Park and Compo Beach Park. *For example, deliveries to beachgoers who have chosen to walk along the sand beyond the boundary of Compo Beach Park, or along the sidewalk outside of Compo Beach Park, are not restricted under this Section 7(a).*

8. Default. Tenant will be in default under this Lease upon the happening of any of the following (each an “Event of Default”): (a) any payment of Base Rent has not been made within two (2) Business Days after Notice to Tenant that the payment has not been received by the Town on or before the tenth (10th) day of the month, provided that a Notice of non-receipt of payment shall be required only one (1) time per calendar year; (b) Tenant receives a second Notice in any one Lease Year of violation of the Continuous Operations Covenant (defined in Section 10(g)); or (c) Tenant fails to perform or comply with any other obligation, covenant or condition under this Lease within thirty (30) days after receipt of Notice from the Town. Upon the occurrence of an Event of Default, the Town may terminate this Lease and recover possession of the Leased Premises and the Town may exercise any other remedy available under the law to the Town on account of a breach of lease by Tenant, including recovery of Base Rent and Additional Rent. If the Town exercises its right to terminate the Lease, Tenant shall vacate the Leased Premises within ten (10) Business Days after receipt of Notice and Tenant shall be responsible for all costs, expenses and damages, including attorneys’ fees, incurred by the Town if Tenant fails to vacate the Leased Premises within that ten (10) Business Day period.

9. Tenant’s Obligations. In addition to the obligation to pay Base Rent, Tenant shall have the following obligations at Tenant’s sole cost and expense.

³ Half-month ending November 15, 2029.

- a. Tenant shall paint and repaint the interior surfaces of the Leased Premises as frequently as reasonably necessary in order to maintain an appearance that is attractive and inviting to the public.
- b. Tenant shall, at all times, maintain and operate the Concession in compliance with the highest standards and requirements of the Health Department, the Health District, the Westport Fire Marshal and all applicable federal, state and local codes, regulations and ordinances.
- c. Tenant shall acquire and maintain in good standing all state and local permits applicable to Tenant's business operations and shall not allow any permit to be revoked, rescinded or expire.
- d. Tenant shall make all necessary non-structural repairs to the Leased Premises.
- e. Tenant shall install (as necessary) and maintain adequate freezer and refrigeration equipment to ensure the freshness of all food served and as required to meet Health Department regulations.
- f. All beef sold by Tenant shall be "one hundred percent USDA Choice" or better.
- g. Except for interior painting, Tenant shall not make any alteration or improvement to the Leased Premises or to any other portion of any Buildings unless Tenant has secured all approvals and permits required under applicable Connecticut statutes and the Town's regulations and ordinances and obtained the Approval of the Director and the Superintendent. The Director and the Superintendent will not unreasonably withhold Approval to alterations or improvements, but, prior to delivering Approval, may require Tenant to submit improvement plans, the identity of the contractor or contractors to perform the work and references for those contractors. All contractors hired by Tenant must hold State of Connecticut-issued licenses for their respective trades. Prior to commencement of alteration or improvement work, the Town may, in accordance with applicable statutes and the Town's customary practices, require Tenant to deliver: (i) performance and labor and materials payment bonds; and (ii) a certificate of insurance for the each contractor, showing public liability insurance coverage, workers' compensation insurance coverage and any other insurance coverage reasonably required by the Director, which certificate or certificates name the Town as an additional insured and provide that the coverage will not be canceled or non-renewed without at least thirty (30) days' advance Notice to the Town. All work performed by or through Tenant shall be performed in full compliance with all applicable laws, codes and regulations and shall be carried out in a prompt and workmanlike manner. Tenant will be responsible for the cost of all permits and will promptly pay all contractors and suppliers hired by Tenant to furnish labor or materials.
- h. Tenant will provide custodial service for the Leased Premises as follows: (i) for the Beach Pavilion during the Beach Season; (ii) for the Halfway House during the

Golf Season; and (iii) for the Longshore Pavilion Space during the Pool Season and the Skating Season. The custodial service to be provided by Tenant shall include routine cleaning and mopping of the patron service and seating areas (at least once per day), and removal of trash from the patron service and seating areas as frequently as necessary to maintain a neat and clean appearance.

- i. Tenant acknowledges that certain matters and communications regarding this Lease are subject to public disclosure under FOIA. Upon request, Tenant will provide reasonable cooperation to the Town in furtherance of the Town's disclosure obligations under FOIA.

10. Covenants Regarding Operations. Tenant covenants and agrees as follows.

- a. Tenant will abide by all conditions and regulations of the Department with respect to hours of opening and closing and the placement of signs.
- b. Tenant will limit employee parking in the lots within Longshore Club Park to no more than four (4) vehicles at any time. Tenant will require all employee vehicles to park in areas within Longshore Club Park as designated by the Department's staff.
- c. Tenant will limit employee parking in the lot directly behind the Beach Pavilion to no more than six (6) vehicles at any time. Tenant will require all employee vehicles to park in areas within Compo Beach Park designated by the Department's staff.
- d. Tenant will be open for business for the following hours.

Beach Pavilion Requisite Hours:

THIRD SATURDAY IN APRIL – FRIDAY BEFORE MEMORIAL DAY:
11:00 am - 7:00 pm

SATURDAY BEFORE MEMORIAL DAY – LABOR DAY:
Weekdays 11:00 am - 7:30 pm
Weekends/Holidays 10:00 am - 7:30 pm

TUESDAY AFTER LABOR DAY – OCTOBER 1:
11:00 am – 7:00 pm

OCTOBER 2 - OCTOBER 31:
11:00 am – 6:00 pm

Longshore Pavilion Requisite Hours:

SATURDAY BEFORE MEMORIAL DAY THROUGH JUNE 16:
Weekdays 3:00 pm to 7:00 pm

Weekends 11:00 am – 7:00 pm

JUNE 17 THROUGH LABOR DAY:
Daily 11:00 am - 7:00 pm

FIRST DAY OF SKATING SEASON THROUGH LAST DAY OF SKATING SEASON:

10:00 am - 7:00 pm

Halfway House Requisite Hours:

FIRST DAY OF GOLF SEASON THROUGH FRIDAY BEFORE MEMORIAL DAY:
9:00 am - 5:00 pm

SATURDAY BEFORE MEMORIAL DAY THROUGH LABOR DAY:
9:00 am - 6:00 pm

TUESDAY AFTER LABOR DAY THROUGH NOVEMBER 15:
9:00 am - 5:00 pm

Roaming Cart Requisite Hours (during Golf Season):

BUSINESS DAYS:
12:00 pm – 5:00 pm

SATURDAYS, SUNDAYS, MEMORIAL DAY, INDEPENDENCE DAY AND LABOR DAY:
10:00 am – 5:00 pm

- e. Tenant may, with the Director's Approval, open the Beach Pavilion Space, the Halfway House or the Longshore Pavilion Space for business, or operate the Roaming Cart, at other times of the year or beyond the Requisite Hours.
- f. Tenant will open the Beach Pavilion Space for business for the Beach Pavilion Requisite Hours seven days per week during each Beach Season. Tenant will open the Halfway House for business for the Halfway House Requisite Hours seven days per week during each Golf Season. Tenant will operate the Roaming Cart for the Roaming Cart Requisite Hours seven days per week during each Golf Season. Tenant will open the Longshore Pavilion Space for business for the Longshore Pavilion Requisite Hours seven days per week during each Pool Season and Skating Season.
- g. The promises in Section 10(f) are referred to as the "Continuous Operations Covenant". If, during any Lease Year, Tenant is not open for business at the Leased Premises (or operating the Roaming Cart) for the Requisite Hours for more than two (2) consecutive days or more than five (5) days in the aggregate, the Town may, in its discretion, elect to deliver a Notice of violation of the Continuous

Operations Covenant (a “Notice of COC Violation”). If the Town delivers a Notice of COC Violation for more than five (5) days in the aggregate, then any days thereafter within that Lease Year that Tenant fails to open for business (or operate the Roaming Cart) for the Requisite Hours shall be counted for purposes of determining when the Town may deliver a second Notice of COC Violation.

- h. Notwithstanding the Continuous Operations Covenant, Tenant shall not be required to open at any time when closure of Tenant’s business is necessitated by dangerous weather or interruption of electrical service.
- i. Notwithstanding the Continuous Operations Covenant, Tenant shall not be required to: (i) open the Beach Pavilion Space at any time during which the Town has closed Compo Beach to the public; (ii) open the Halfway House or operate the Roaming Cart at any time during which the Town has closed the Golf Course to the public⁴; or (iii) open the Longshore Pavilion Space at any time during which the Town has closed the swimming pool or the Rink to the public.
- j. Tenant shall ensure that each of the Beach Pavilion Space, the Halfway House and the Longshore Pavilion Space is adequately staffed and operated under the supervision of a manager of at least twenty one (21) years of age who is physically present at all times when open to the public.
- k. Tenant shall not sell beverages in glass containers.
- l. Tenant shall comply with all applicable ordinances of the Town of Westport, including the Single Use Plastics Ordinance.
- m. Tenant shall, at all times, offer a base menu of food and beverages at the Leased Premises (the “Base Menu”). In recognition of the fact that the Leased Premises are located in a municipal park, Tenant covenants and agrees that: (i) the price, portion size and quality of items appearing on the Base Menu will be consistent with a casual beach-side snack bar; and (ii) the Base Menu shall be subject to the annual review and Approval of the Director. Tenant will deliver to the Director a copy of its proposed Base Menu for each upcoming Operating Season not more than four (4) months and not less than one (1) month before the start of the Operating Season. The Director will not unreasonably withhold or delay Approval of the Base Menu. During the course of an Operating Season, Tenant will not increase the price of any item appearing on the Base Menu. Notwithstanding anything in this Section to the contrary, Tenant may, from time to time, serve *Specials* (i. e., items not appearing on the Base Menu) without obtaining the Director’s Approval, provided that no *Special* may be an inferior substitute, with respect to quantity or quality, for any item appearing on the Base Menu. *For example, if the Base Menu includes an eight-inch hotdog for \$5.00, then Tenant may not offer, as a Special, a four-inch hotdog for \$4.00.* Tenant may provide to

⁴ Notwithstanding, beginning in 2027, the Town will notify sponsors of golf tournaments that Tenant is the Town’s preferred vendor.

holders of a hand pass issued by the Department (*for example, holders of basic, golf, tennis and caregiver hand passes*) a discount off the prices charged for food and beverage items.

- n. Tenant will use its best efforts to maintain a proper and wholesome atmosphere in and around the Leased Premises.
- o. Tenant may use radios and other musical appliances within the Longshore Pavilion Space and the Halfway House on the strict condition that Tenant will regulate the volume of those devices so that they cannot be heard by people more than ten (10) feet from the Leased Premises and, with respect to the Halfway House, that the sound does not disturb golfers. Tenant acknowledges that failure to abide by that condition may result in the revocation of the authorization to use radios and musical appliances. Within the Beach Pavilion Space, Tenant's use of radios and other musical appliances is subject only to the condition that the Director may, in the Director's discretion, impose volume restrictions in response to patron complaints. The installation or use of external speakers at the Longshore Pavilion and Halfway House is strictly prohibited. External speakers may be installed and used by Tenant, at Tenant's expense, at the Beach Pavilion with the Director's Approval and subject to the condition that the Director may, in the Director's discretion, impose volume restrictions and revoke the Director's permission if the Director determines that Tenant has repeatedly failed to abide by the volume restrictions.
- p. Food and beverage deliveries (i. e., by commercial supply trucks) to the Longshore Pavilion shall occur between the hours of 5:00 a.m. and 9:00 a.m. Tenant will use its best efforts to comply with that restriction, including instructing its food and beverage suppliers to comply with that restriction.
- q. Tenant will not assign for work at the Leased Premises any person whose name appears on the Sex Offender Registry of the State of Connecticut and Tenant shall provide verification of compliance with this covenant as required by the Director.
- r. Tenant will, at Tenant's expense, provide uniforms for all staff working at the Leased Premises and Tenant will be responsible for ensuring that all staff wear their uniforms at all times while on duty. Uniforms worn by Tenant's staff are subject to the Director's Approval.
- s. Tenant may offer alcoholic beverages for sale only in-person at the Halfway House or from the Roaming Cart and only if Tenant has: (i) secured a State liquor license; (ii) procured liquor liability insurance coverage, as required under Section 15(e); and (iii) obtained the Director's Approval of the 'drinks menu' and 'drinks price list'. Tenant shall comply with applicable laws prohibiting sale of alcohol to minors. The sale of alcoholic beverages at (or by delivery from) the Beach Pavilion and the Longshore Pavilion is prohibited.

11. Parking and Traffic Control. The Department, PRC or Board of Selectmen, in its or their sole discretion, may make regulations concerning traffic or parking at Compo Beach Park and Longshore Club Park or may temporarily close part or all of Compo Beach Park and Longshore Club Park. Tenant waives all claims that it may have now or in the future for loss or damage as a result of regulations concerning traffic, parking or temporary closure of all or part of Compo Beach Park or Longshore Club Park.

12. Prohibited Uses and Conduct.

- a. No tobacco, cannabis or vaping products will be kept or sold at the Leased Premises and Tenant will use all reasonable efforts to prevent tobacco, cannabis or vaping products from being used or consumed at the Leased Premises, including by Tenant's employees.
- b. No alcoholic beverages will be stored at, sold in, or delivered from the Beach Pavilion or the Longshore Pavilion.
- c. No pinball machines, arcade games or gambling devices of any nature will be installed, used or maintained at the Leased Premises except that pinball machines and arcade games may be installed in the Beach Pavilion with the Director's Approval.
- d. Nothing will be kept or stored in any attic space, any space above ceiling joists or in any electrical closet or utility room. Without limiting the generality of the foregoing, those spaces are not to be used for storage of cleaning supplies, mops, buckets, vacuums, paper products and the like.
- e. The attachment of signs to any of the Buildings and the placement of free-standing signs anywhere around the Buildings are strictly prohibited except for signs indicating Tenant's menu, website or mobile app, e-mail address, telephone number and hours of operation and only with the Director's Approval.

13. Improvements, Fixtures, Equipment and Modifications.

- a. Any and all improvements, upgrades and alterations to the Leased Premises made during the Term will be the property of the Town.
- b. Any and all trade fixtures and equipment, including cooking equipment, soda fountains, fryolators, frozen drink machines, griddles, coffee urns, ice machines, tables, chairs, counters and countertops, that are installed by Tenant in the Leased Premises will be Tenant's property and will be removed by Tenant at the end of the Term or earlier termination of this Lease. Tenant will be responsible for repairing any damage to the Leased Premises and the Buildings caused by the removal of trade fixtures and equipment installed by Tenant.

- c. With respect to the Beach Pavilion Space, a list of the equipment and fixtures installed by the Town is attached as Exhibit E.
- d. With respect to the Halfway House, a list of the equipment and fixtures installed by the Town is attached as Exhibit F.
- e. With respect to the Longshore Pavilion Space, a list of the equipment and fixtures installed by the Town is attached as Exhibit G.
- f. The equipment and fixtures listed on Exhibit E, Exhibit F and Exhibit G and all other items installed by the Town are the Town's property and Tenant shall surrender possession of that property in good condition, reasonable wear and tear excepted, at the end of the Term or earlier termination of this Lease.
- g. Tenant will be entitled to perform a thorough inspection of all of the equipment within the Leased Premises prior to the Effective Date. Tenant will be responsible, at Tenant's cost and expense for maintaining, repairing and replacing all equipment required to operate the Concession, without regard to whether that equipment was originally installed by the Town or Tenant. All changes of equipment models are subject to applicable health codes and regulations. Replacement equipment must be *New or Used In Like-New Condition*. If Tenant replaces an item of equipment that was originally installed by the Town, the replacement item shall be Tenant's property for purposes of Section 13(b).
 - i. Notwithstanding Section 13(g), the following special rules will apply to the High Value Equipment Items. "High Value Equipment Items" means the items indicated by ✓ on Exhibit E, Exhibit F and Exhibit G. If a High Value Equipment Item is not in working order on the Effective Date or ceases to be in working order at any time prior to September 1, 2026 and the cost to repair the High Value Equipment Item is less than the cost to replace the High Value Equipment Item, then the Town will reimburse Tenant for one-half of the cost of repair of the High Value Equipment Item, provided that Tenant delivers copies of paid receipts documenting Tenant's expenditure, and further provided that the Town's aggregate reimbursement obligation under this Section 13(g)(i) shall not exceed \$25,000.00. *For example, if the Town reimburses Tenant for \$20,000.00 for repair of one High Value Equipment Item, then the Town's reimbursement obligation for subsequent repairs will be limited to \$5,000.00.* The Town's reimbursement obligation will be void if, at the time of repair, there is an Event of Default.
 - ii. Notwithstanding Section 13(g), the following special rules will apply to the walk-in freezer and the walk-in refrigerator at the Beach Pavilion (the "Walk-In Units"). If a Walk-In Unit ceases to properly function at any time during the Term and Tenant decides that it is cost-prohibitive to repair the Walk-In Unit, Tenant shall replace the Walk-In Unit. In that event, the

Town will reimburse Tenant for one-half (1/2) of the cost of the replacement Walk-In Unit (the “Reimbursement Obligation”), provided that Tenant delivers copies of paid receipts documenting Tenant’s expenditure. The Reimbursement Obligation will be satisfied by means of a credit against Base Rent as follows. For each of the first twelve (12) months following Tenant’s delivery of copies of paid receipts documenting Tenant’s expenditure, Tenant will be entitled to a credit equal to one-twelfth (1/12) of the Reimbursement Obligation. The Reimbursement Obligation will be void if, at the time of replacement, there is an Event of Default. If Tenant replaces a Walk-In Unit, the replacement Walk-In Unit will become the property of the Town and shall be left in the Beach Pavilion upon expiration or termination of this Lease.

- h. If modifications to the Leased Premises become necessary to comply with any federal, state or local regulations, the Town will be responsible for the cost of those modifications except that the Town may, upon at least sixty (60) days’ prior Notice to Tenant, elect to terminate this Lease if the cost of the modifications exceeds two hundred fifty thousand dollars (\$250,000).

14. Utilities and Services. With respect to utilities and services, the Parties shall comply with their respective obligations as prescribed in Exhibit D.

15. Insurance. Tenant shall purchase and maintain for the duration of Tenant’s occupancy of the Leased Premises the following insurance. Tenant shall obtain the minimum insurance coverage limits described below from a company or companies with an A.M. Best rating of A- (VII) or better. All insurance shall be carried with insurers authorized to do business in the State of Connecticut. The insurance policies shall protect the Town from claims that may arise out of or result from, or may be alleged to arise out of or result from, Tenant’s obligations under this Lease and/or from the obligations of any subcontractor and/or any other person or entity directly or indirectly employed by Tenant and/or by anyone for whose acts said Tenant may be liable. Tenant must require that all contractors, agents and assigns procure and maintain sufficient insurance protection. Before the execution of this Lease by the Town, Tenant shall provide the Town with certificates of insurance for each policy required by this Lease. Tenant shall provide updated certificates of insurance at least thirty (30) days before any renewal of any such coverage. The certificates shall require notice of cancellation to the Town according to policy provisions. The Town reserves the right, from time to time, upon Notice to Tenant, to make reasonable adjustments to the insurance coverage limits indicated below.

- a. Workers Compensation. Tenant shall provide statutory workers compensation insurance required by law with employer’s liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation in favor of the Town.
- b. Commercial General Liability Insurance. Tenant shall provide commercial general liability, protection and indemnity liability, and commercial general liability

insurance policies with an edition date of 1986 or later, including products and completed operations. Limits shall be at least: Bodily Injury & Property Damage coverage with an occurrence limit of \$1,000,000; Personal & Advertising Injury limit of \$1,000,000 per occurrence; \$10,000 Medical Payments; \$500,000 Fire Legal Liability; general aggregate limit of \$2,000,000 (other than products and completed operations); Products and Completed Operations aggregate limit of \$2,000,000.

- The policy shall name the Town as an additional insured and include ISO Form CG 2010 and CG 2037 or equivalent.
 - The coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town.
 - The policy shall contain a waiver of subrogation in favor of the Town.
 - The coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of all agreements between the Town and Tenant.
 - Deductible and self-insured retentions shall be declared and are subject to the Approval of the First Selectman.
 - A claims-made and reported form is not permitted.
- c. Commercial Automobile Insurance. Tenant shall provide commercial automobile insurance for any owned (Symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The coverage shall also include hired and non-owned automobile coverage. Coverage must be primary and not contribute in any way to any insurance or self-insured retention carried by the Town. The policy shall name the Town as an additional insured and provide a waiver of subrogation in favor of the Town.
- d. Abuse and Molestation Insurance. Tenant shall provide Abuse and Molestation liability insurance with a limit of \$1,000,000 per occurrence and \$1,000,000 in the aggregate.
- e. Liquor Liability. Tenant shall provide Liquor Liability insurance with a coverage limit subject to Approval by the First Selectman.
- f. Umbrella or Excess Liability Insurance. Tenant shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (a) through (c). The policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.
- g. Property Insurance. Tenant shall provide property insurance for its own property/equipment and any property/equipment leased or rented by Tenant and shall waive subrogation in favor of the Town.

16. Hold Harmless and Indemnification Covenant. Tenant shall indemnify and hold harmless the Town, its elected and appointed officials, agents and employees from all claims, demands and judgments of third persons, including those for death, personal injuries and property damage, arising out of the negligent, reckless or intentional acts or omissions of Tenant, its officers, members, employees, agents, contractors, customers, guests, invitees and all other persons doing business with Tenant.

17. Delivery of Financial Statements. For each Lease Year during the Term, Tenant shall deliver to the Director a financial statement prepared by a CPA and certified as accurate by Tenant's manager or managing member. Tenant shall deliver the financial statement for each Lease Year by December 15 (i. e., one month after the end of the Golf Season). Each financial statement shall be prepared on a cash basis and show Tenant's revenue and expenses itemized for each of the three spaces that comprise the Leased Premises: the Beach Pavilion Space, the Halfway House and the Longshore Pavilion Space. Each financial statement will be subject to review by the Town's Finance Director. The Town reserves the right to perform an independent audit of Tenant's operations and financial statements upon reasonable advance Notice.

18. Taxes and License Fees. Tenant shall pay all federal, state and local taxes and license fees assessed or imposed on its trade fixtures, personal property and equipment and upon Tenant's business or on income therefrom, provided, however, that the real estate owned by the Town will not be subject to taxation by the Town. For the avoidance of doubt, Tenant shall provide the Town's Assessor with a complete itemized list of Tenant's personal property, trade fixtures and equipment and pay the applicable property tax thereon.

19. Fire or Other Casualty. Tenant shall keep all of its trade fixtures, equipment and personal property at the Leased Premises at Tenant's risk and shall be insured against loss by fire and other casualties at Tenant's sole expense. If the Beach Pavilion Space, the Halfway House or the Longshore Pavilion Space is partially damaged by fire or other casualty, the damage shall be repaired by the Town at the Town's expense and the rent, until such repairs are completed, shall be abated in proportion to the percentage of the Leased Premises that Tenant is unable to use while repairs are being made. If the Beach Pavilion, the Halfway House or the Longshore Pavilion is totally destroyed or the casualty results in the whole Beach Pavilion Space, Halfway House or Longshore Pavilion Space being unusable by Tenant, then the Town may elect not to repair or rebuild the destroyed or damaged building, provided that the Town shall make that decision and deliver Notice to Tenant within four (4) months. If the Town elects not to repair or rebuild the Beach Pavilion, the Halfway House or the Longshore Pavilion, then either party may elect to terminate this Lease with respect to any or all of the Beach Pavilion Space, the Halfway House or the Longshore Pavilion Space. If a Party elects to terminate this Lease with respect to the Beach Pavilion Space, the Halfway House and the Longshore Pavilion Space, then this Lease shall be terminated effective on the third (3rd) day after the party delivers Notice to the other party and Tenant shall vacate the Leased Premises and surrender possession to Town as soon as reasonably possible. If either Party elects to terminate this

Lease with respect to the destroyed or damaged building (i. e., the Beach Pavilion Space, the Halfway House or the Longshore Pavilion Space) but not the other buildings, then the rent due under this Lease shall be adjusted proportionately, provided that either Party may terminate this Lease if an agreement on the rent adjustment is not reached within one (1) month after delivery of a letter specifying a dollar amount as the Party's last and final offer. If this Lease is terminated with respect to the Beach Pavilion Space, the Halfway House or the Longshore Pavilion Space pursuant to this Section and Tenant is not in default under this Lease, then Tenant's liability for rent with respect to the Beach Pavilion Space, the Halfway House or the Longshore Pavilion Space, as applicable, shall cease as of the day following the casualty. Notwithstanding anything in this Lease to the contrary, the Town's obligation to make repairs or rebuild the Leased Premises shall be limited to the amount of the available proceeds of fire or casualty insurance paid to the Town on account of the casualty.

- 20. Security Deposit.** Tenant has deposited with the Town the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) on or before the date of signing of this Lease and the Town acknowledges that the Town is holding that sum (the "Security Deposit"). The Security Deposit shall be security for the full and faithful performance of all obligations of Tenant under this Lease. The rights and remedies reserved to the Town under this Lease are cumulative, and upon the occurrence of an Event of Default by Tenant, the Town shall not be required to resort to the Security Deposit before exercising any other remedy available to the Town under this Lease or by law. The Security Deposit will be refunded without interest to Tenant within forty-five (45) days following the expiration of this Lease, except to the extent the Security Deposit has been applied to any damages of the Town on account of Tenant's failure to comply with any obligation of Tenant under this Lease. In no event, except when the Town elects at Town's sole option to do so, may set off or apply any part of the Security Deposit against any rent.
- 21. Assignment and Subleasing.** Assignment by Tenant of this Lease or the Concession and subleasing by Tenant of all or any portion of the Leased Premises is prohibited without the Approval of the Town Boards. A sale or transfer by Tenant of a majority ownership interest or voting control of Tenant shall be deemed to be an assignment, prohibited without the Approval of the Town Boards. Any attempt to assign this Lease or the Concession or sublease the whole or any part of the Leased Premises without the Approval of the Town Boards shall be void.
- 22. Town's Right to Access and Inspect the Leased Premises.** The Town and the Town's agents, employees and other representatives shall have the right to enter into and upon the Leased Premises at all reasonable hours, upon reasonable advance written or oral notice to Tenant, for the purpose of inspecting the Leased Premises or making such repairs or alterations as may be necessary, in the Town's reasonable discretion, for maintaining the Leased Premises in a condition of safety and good repair. The Town's entry under this Section may be made at any hour and without notice in the event of an emergency. During any period in which Tenant is in possession of the Leased Premises, Tenant will provide the Town with a key or set of keys, pass code(s) and any other means necessary for the Town to gain emergency access to the Leased Premises in accordance with this Section,

and Tenant shall update the key, keys, pass code(s) or other means of access on hand with the Town at any time the locks to the Leased Premises are changed or an intrusion detection system is altered.

- 23. Parks Facilities Privileges.** The Town shall afford to Tenant privileges with respect to the facilities administered by the Department that are equal to those afforded to non-resident real estate taxpayers.
- 24. Costs of Enforcing Lease.** The Town shall be entitled to reimbursement from Tenant of the reasonable costs of enforcement of this Lease incurred by the Town (including reasonable attorneys' fees) in any action or proceeding (whether or not suit is brought) of the Town to enforce the provisions of this Lease on account of any failure of Tenant to adhere to Tenant's obligations under this Lease, provided that the Town prevails in the action or proceeding.
- 25. Termination By Town, Dissatisfaction With Operations.** The following rules will apply to the Town's right to terminate this Lease for dissatisfaction with Tenant's operations ("Termination for Dissatisfaction"). If the Director is not satisfied with Tenant's response to health or safety code violations, customer service complaints or food quality complaints, then the Town may terminate this Lease by affirmative vote of the Board of Selectmen. Termination for Dissatisfaction will be effective as of the last day of the current Golf Season, Beach Season or Skating Season, as specified by the Board of Selectmen, or one (1) month after the date of the vote of the Board of Selectmen, whichever is later. Prior to any vote by the Board of Selectmen on a proposal for Termination for Dissatisfaction, the Director shall: (a) invite Tenant's principal owner(s) to an in-person meeting at the Director's office to discuss the violations or complaints; (b) afford Tenant a reasonable opportunity to address and correct the violations or complaints; and (c) deliver Notice to Tenant that the Director is dissatisfied with Tenant's response to the meeting or actions following the meeting. Communications, invitations and notifications by the Director under this Section may be made by e-mail. The length of time afforded to Tenant to address and correct violations or complaints will be within the sole discretion of the Director, depending on the nature and seriousness of the violations or complaints. At the conclusion of an in-person meeting, the Director may require Tenant's principal owner(s) to sign a memorandum, prepared by the Director, memorializing Tenant's action-plan with respect to the violations or complaints. Failure of Tenant's principal owner(s) to: accept the Director's invitation to an in-person meeting; appear in-person at a meeting scheduled by the Director; or sign a memorandum memorializing Tenant's action-plan, will be grounds for termination under this Section. The occurrence of an Event of Default is not a prerequisite to termination under this Section. If the Town exercises its right to terminate this Lease under this Section, then Tenant shall vacate the Leased Premises within ten (10) Business Days after receipt of Notice and Tenant shall be responsible for all costs, expenses and damages, including attorneys' fees, incurred by the Town if Tenant fails to vacate the Leased Premises within that ten (10) Business Day period.
- 26. No Liability for Theft and Vandalism.** All personal property and equipment of Tenant in the buildings shall be kept at Tenant's own risk, and the Town shall not be responsible

for any theft or vandalism of Tenant's property or any property of any agent, employee, contractor, customer, patron, member or invitee of Tenant, unless the theft is committed by an agent or employee of the Town and Tenant shall indemnify and hold the Town harmless from any claim against the Town by any agent, employee, contractor, customer, patron, member or invitee of Tenant based upon any allegation of theft or vandalism for which the Town's liability is disclaimed under this Section.

27. **Business Manager.** Tenant covenants and agrees that Tenant's on-site business manager will be available to meet with a representative of the Department on a weekly basis during each Operating Season to discuss the operation of the Concession.

28. **Vacating at the End of Term and Holding Over.**

- a. At the expiration of the Term, whether by lapse of time or for any other reason, Tenant will surrender the Leased Premises to the Town, the condition of which upon the surrender shall be broom clean, free of all equipment and personal property owned by Tenant and in good repair, reasonable wear and tear excepted. All Town-owned equipment and trade fixtures located within the Leased Premises at the expiration of the Term, shall be turned over to the Town upon surrender in good repair, reasonable wear and tear excepted. All interior and exterior keys, key cards, entry codes and master keys to all doors located in or on the Leased Premises shall be turned over to the Town upon the surrender, and Tenant shall provide the Town with any other means for opening any other locks (safes, vaults, etc.) at the Leased Premises upon the surrender. Prior to the surrender, Tenant shall: (a) remove any alteration made in any of the Buildings by Tenant without the Approval of the Director and the Superintendent; and (b) repair and/or restore the Leased Premises and the Buildings as a result of any removal of any fixture or improvement removed by Tenant. Without diminishing Tenant's responsibility to remove items from and repair damage in the Leased Premises and the Buildings at the end of the Term, if, prior to Tenant's vacating of the Leased Premises, Tenant fails to remove any item of equipment, personal property or any improvement that it is Tenant's responsibility to remove, all such items will become the property of the Town.
- b. If Tenant holds over beyond the end of the Term with the Approval of the Director and the First Selectman, then the provisions of the hold over tenancy shall be the same provisions set forth in this Lease governing the rights and obligations of the Parties during the Term, except that: the tenancy shall be on the basis of a month to month tenancy, terminable by the Town immediately by issuance of a notice to quit possession; there shall be no rights or options in Tenant to extend the Term and the Base Rent for the hold over shall be the Base Rent in effect immediately prior to the end of the Term, which shall be increased in the same manner as the Base Rent had been increased by any formula or with any regular frequency during the Term. If Tenant does not vacate the Leased Premises on or before the end of the Term and does not have the Approval of the Director and the First Selectman to remain in the Leased Premises, the failure to vacate shall not be treated as a hold over for any further term and the use and occupancy damages for which Tenant will

be liable during any such period of occupancy will be the amount that would have been payable as Additional Rent had this Lease remained in effect during the period of occupancy plus an amount equal to two times (2X) the Base Rent in effect at the end of the Term.

29. Jury Waiver, Forum and Venue. The Town and Tenant waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of the Town and Tenant, Tenant's use or occupancy of the Leased Premises, and/or claim of injury or damage. In any dispute between the Parties relating to the tenancy hereby created, unless the Parties agree otherwise, the exclusive forum for any legal action shall be the Connecticut state court hearing landlord and tenant disputes, with venue based on the location of the Leased Premises and not the residence or location of the Parties.

30. Notices. For the purposes of this Lease, "Notice" means only written notification given by one Party to the other Party. Notice may only be given by: a form of US Mail in which the recipient is required to sign a receipt (such as certified, return receipt); or a nationally recognized courier service which requires the recipient to sign a receipt (such as FedEx). All Notices will be effective on receipt. Notice must be given to the other Party at the Party's Notice Address. The "Notice Address" for each Party is as follows.

Town: Town of Westport, Attention: First Selectman, 110 Myrtle Avenue, Westport, CT 06880.

Tenant: NG Entertainment LLC, Attention: Nikki Glekas, 20 Bridge Street, Westport, CT 06880.

31. Captions. The captions at the beginning of each section of this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the scope or content of any of its provisions.

32. Language Conventions.

- (a) References to "months" in this Lease refer to calendar months regardless of whether the month consists of 28, 30 or 31 days. *For example, six months after January 15 will be deemed to be July 15.*
- (b) References to "weeks" in this Lease refer to seven consecutive days, including Saturdays, Sundays and legal holidays.
- (c) References to "days" in this Lease refer to any day, inclusive of Saturdays, Sundays and days on which banks are closed in the State of Connecticut.
- (d) Unless otherwise indicated, the words "include", "includes" and "including" mean "include but are not limited to", "includes, but is not limited to", "including, without

limitation” or “including, but not limited to” as applicable in the context of the clause or provision.

33. Entire Agreement. This Lease, including any exhibits attached to it or referenced by it, constitutes the entire agreement between the Parties as to this leasing, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than those contained in or specifically referenced by this Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon either Party unless in writing by the Party to be charged.

34. Examples and Use of Italics. In order to illustrate the operation and effect of certain provisions of this Lease, italicized examples are sometimes used. Italicized examples are provided for convenience only, not for emphasis. Examples found in this Lease shall not be construed as overriding the meaning of the words in the section or sections in which the examples or italicized words are found.

35. Counterparts. This Lease may be executed and notarized in any number of counterparts, each of which when so executed and notarized shall be deemed to be an original, and all of which when taken together shall constitute one and the same Lease. The Parties agree that this Lease may be transmitted between them by electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Lease. The Parties intend that electronic signatures constitute original signatures and that a Lease containing the signatures (original or electronic) of all the Parties is binding on the Parties once sent via electronic mail or delivered to the other Party.

{This space intentionally left blank. The next page is the signature page.}

IN WITNESS WHEREOF, the Parties have signed on the dates indicated below, the date of this Lease being the Effective Date indicated in Section 2(p) if different from either of the dates indicated below.

**TENANT:
NG ENTERTAINMENT LLC**



Signature _____
Name Nikki Glekas
Title CEO
Date 5.8.26

TOWN OF WESTPORT

Signature _____
Name _____
Title _____
Date _____

{Signature page to Municipal Food and Beverage Concession and Lease}

EXHIBIT A

THE COMPO BEACH PAVILION SPACE IS THE AREA WITHIN THE ORANGE LINES.

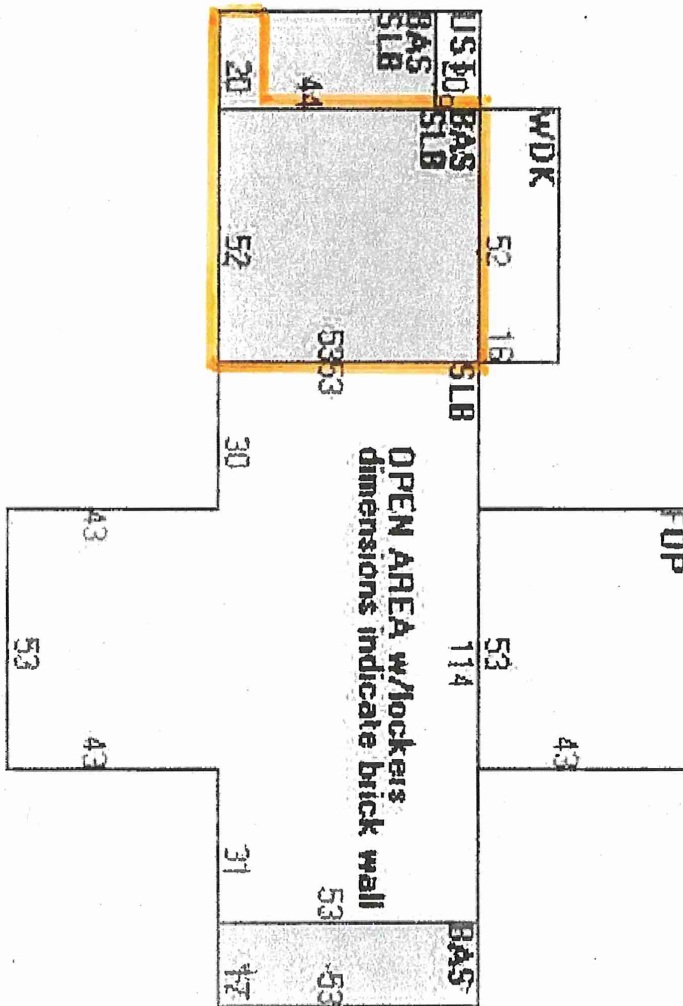
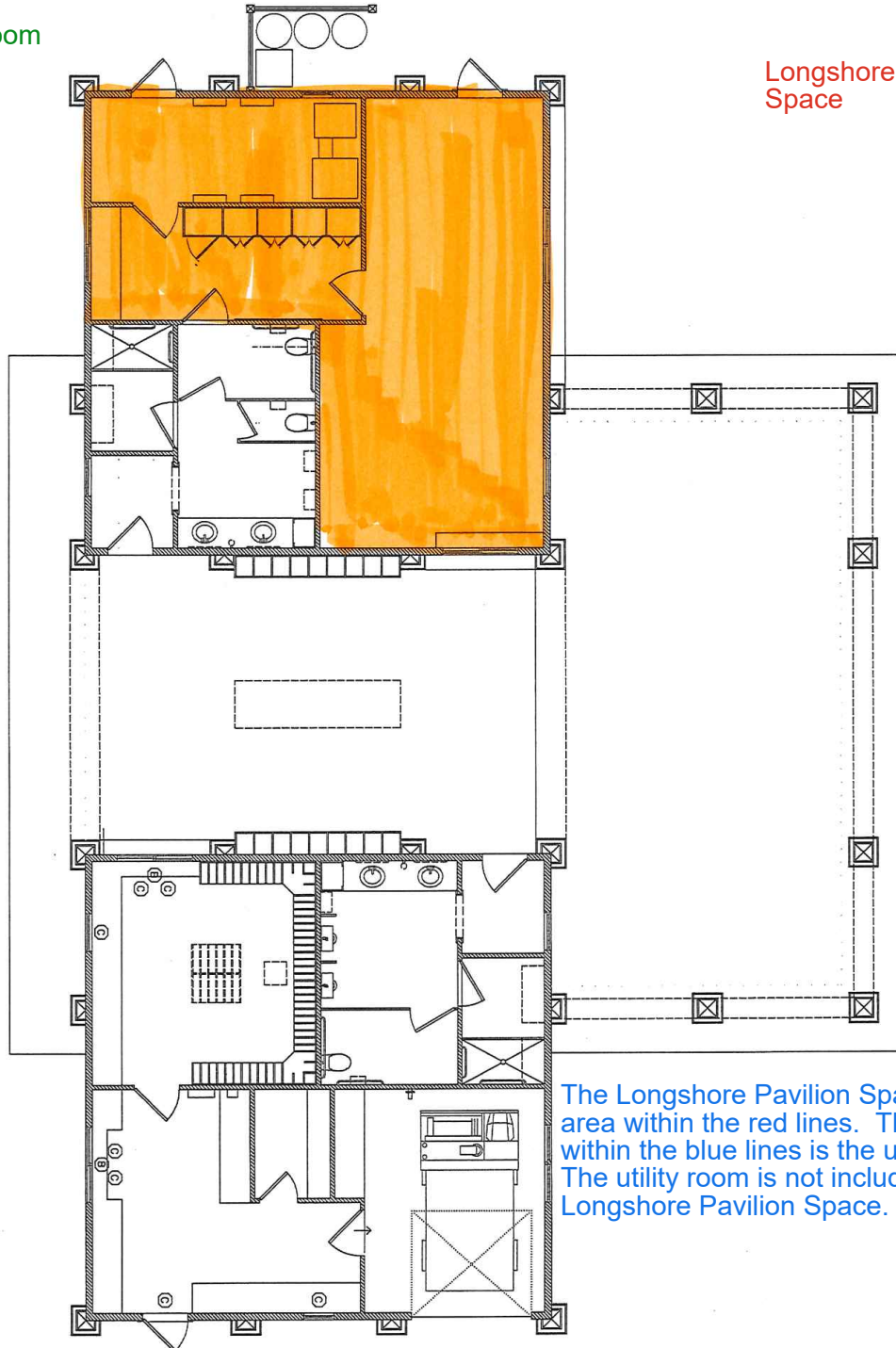


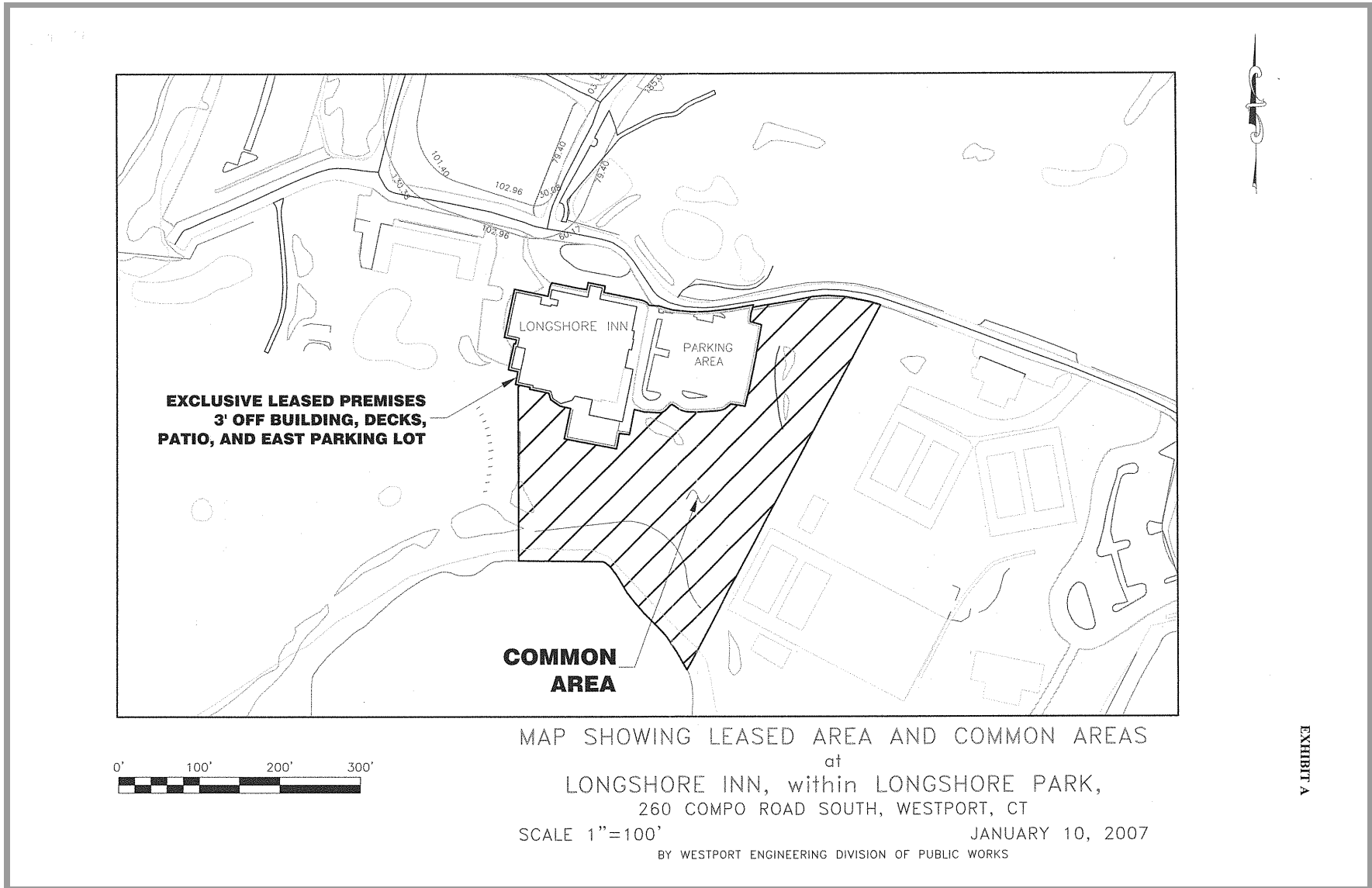
EXHIBIT B - FLOOR PLAN SHOWING LONGSHORE PAVILION SPACE

Utility Room

Longshore Pavilion Space



The Longshore Pavilion Space is the area within the red lines. The area within the blue lines is the utility room. The utility room is not included in the Longshore Pavilion Space.



**EXHIBIT D
UTILITIES AND SERVICES**

Utility / Service	Beach Pavilion	Longshore Pavilion	Halfway House
Electricity	A C	B C	A C
Water	D	D	D
Propane	E	F	G
Trash & Recyclables	H	I	I
Telephone	J	J	J
Internet / Wi-Fi	K	K	K
Hood/Ansul	L	L	L
Air Conditioning	M	M	N
Heating Unit and Ducts	O	P	O
Grease Trap	Q	Q	Q
Intrusion Detection System	R	R S	R
Restrooms / Custodial	TU	T	T

KEY:

- A. The building has one electricity meter. Tenant shall establish an account with Eversource in Tenant’s name and timely pay all invoices to Eversource. If Tenant fails to timely pay an Eversource invoice, the Town may, but shall have no obligation to, pay the invoice and charge the amount to Tenant as Additional Rent.
- B. The building has one electricity meter. Both the Town and Tenant will be consuming electricity measured by the meter. The Town will maintain an account with Eversource in the Town’s name and timely pay all invoices to Eversource. Tenant will pay the Town a fee of \$100 per month for electricity as Additional Rent, regardless of the amount of electricity consumed by the Town and Tenant, respectively.
- C. The Town is responsible for the cost of maintenance and repair of the building’s electrical system and circuit breaker except that Tenant is responsible for the cost of repairs necessitated by the negligent or intentional acts or omissions of Tenant’s employees, agents, customers, contractors, suppliers and invitees.
- D. The Town will provide a water supply through the Town’s account with Aquarion. The Town will pay all fees and charges associated with the water service and consumption. The Town is responsible for the cost of maintenance and repair of the building’s water supply lines and plumbing system except that Tenant is responsible for the cost of repairs necessitated by the negligent or intentional acts or omissions of Tenant’s employees, agents, customers, contractors, suppliers and invitees.

- E. A space for propane tanks is located behind (north of) the building. Tenant shall establish an account with a propane supplier in Tenant's name and timely pay all invoices to the propane supplier. If Tenant fails to timely pay an invoice, the Town may, but shall have no obligation to, pay the invoice and charge the amount to Tenant as Additional Rent.
- F. The Town will maintain an account with a propane supplier in the Town's name. During the Skating Season, propane is consumed in connection with the Rink. The rest of the year, propane consumption is minimal. For the months of October, November, December, January, February, March and April, the Town will pay the propane supplier's invoices. For the months of May, June, July, August and September, the Town will forward the propane supplier's invoices to Tenant for payment as Additional Rent. If Tenant fails to timely pay a propane supplier's invoice, the Town may, but shall have no obligation to, pay the invoice and charge the amount to Tenant as Additional Rent.
- G. There is no propane at the Halfway House.
- H. Tenant is responsible, at Tenant's expense, for contracting with a carting contractor for a dumpster to be located in the customary space behind (on the north side of) the building and for regular emptying of the dumpster and carting of recyclables. Tenant is responsible for collecting and depositing in the dumpster or recyclable receptacle, as appropriate, the waste associated with the operation of the Concession (*for example, cardboard boxes and commercial food wrappers*) and the trash and recyclables deposited in the receptacles located in and around the patron service and seating areas. The Town will, at the Town's expense, collect and dispose of the trash and recyclables deposited in the receptacles scattered about the rest of Compo Beach.
- I. Tenant is responsible, at Tenant's expense, for collecting and depositing in the receptacles in the corral areas adjacent to the building the waste associated with the operation of the Concession (*for example, cardboard boxes and commercial food wrappers*) and the trash and recyclables deposited in the receptacles located in and around the patron service and seating areas. The Town will cart away the trash and recyclables deposited in the receptacles located in the corral areas. The Town will collect and dispose of the trash and recyclables deposited in the receptacles scattered about the rest of Longshore Club Park.
- J. If Tenant desires landline telephone service, Tenant will be responsible for establishing an account with the telephone company at Tenant's expense.
- K. Tenant will be responsible for establishing an account with an internet service provider at Tenant's expense. Internet service must be adequate to allow Tenant's staff to receive and process online customer orders.
- L. The Town will arrange for cleaning of the hood and ansul systems at the Town's expense prior to Tenant taking occupancy. Upon taking occupancy, Tenant will enter into a regular cleaning and maintenance contract with a qualified contractor. After taking occupancy, Tenant will arrange for regular scheduled cleaning and maintenance (not less frequently than once per Beach Season, Pool Season, Skating Season or Golf Season, as applicable) at

Tenant's expense. Tenant will forward to the Director a copy of the contract between Tenant and the contractor and a copy of each invoice accompanied by evidence of payment.

- M. There is no air-conditioning.
- N. The Halfway House has a central air-conditioning unit. The Town will clean and maintain the air-conditioning unit and ducts at the Town's expense.
- O. The Beach Pavilion Space and Halfway House do not have a central heating system (i. e., no heat).
- P. The Town will maintain the building's heating unit at the Town's expense. The Town will provide for regular cleaning of the ducts at the Town's expense. Tenant is responsible for regular cleaning of the air supply and return registers at Tenant's expense.
- Q. The Town will arrange for cleaning of the grease traps at the Town's expense prior to Tenant taking occupancy. Upon taking occupancy, Tenant will enter into a regular cleaning and maintenance contract with a qualified contractor. After taking occupancy, Tenant will arrange for regular scheduled cleaning and maintenance (not less frequently than once per Beach Season, Pool Season, Skating Season or Golf Season, as applicable) at Tenant's expense. Tenant will forward to the Director a copy of the contract between Tenant and the contractor and a copy of each invoice accompanied by evidence of payment.
- R. The Town will maintain the existing security cameras around the building at the Town's expense.
- S. The space has a hard-wired intrusion-detection system. As of the Effective Date, the system is not activated or monitored. If Tenant desires to activate the system or arrange for central station monitoring, Tenant may do so at Tenant's expense, provided that Tenant provides the Director and the Building Superintendent with the current pass code at all times.
- T. Each building has public restrooms accessible from outside the Leased Premises. The Town will arrange for regular cleaning of the public restrooms, in accordance with the Town's customary schedule, at the Town's expense. The Town's customary schedule varies based on restroom usage and season.
- U. The Beach Pavilion has an interior restroom for staff use only (i. e., a private restroom). Tenant is solely responsible for cleaning that restroom.

V.

EXHIBIT E
TOWN-OWNED EQUIPMENT AT THE BEACH PAVILION

The following items will be furnished by the Town and remain the property of the Town.

- √ Hood and ansul system
- √ Walk-in freezer
- √ Walk-in refrigerator
- √ Fryolator (three well unit)
- √ Griddle (approx.. 36", four knobs)
- Stainless steel food preparation stations with wheels (two)
- Steel food preparation station (light blue without wheels)
- Ice cream cart
- Ice cream display cabinets (approx. 36" height, 48" width, 24" depth) (two) (white)
- Hand washing sinks
- Cleaning and sanitizing sinks with draining board and overhead mounted faucet
- Hot water heater
- Hood and fire suppression system
- Free-standing pole mounted fan
- Stainless steel shelving
- Serving counter
- Toilet and sink

√ = High Value Equipment Item (see Section 13(g)(i)).

EXHIBIT F
TOWN-OWNED EQUIPMENT AT THE LONGSHORE PAVILION

The following items will be furnished by the Town and remain property of the Town:

- √ Hood and ansul system
- √ Griddle (four knobs, approximately 48")
- √ Fryolator (two wells)
- Cleaning and sanitizing sinks with draining board and overhead mounted faucet
- Stainless steel side by side refrigerator/freezer (positioned against wall opposite entrance door)
- Stainless steel side by side refrigerator/freezer (three doors, positioned next to entrance door)
- Safe (black, floor-mounted)
- Ice cream cabinet (white, Avantico refrigeration)
- Stainless steel food preparation unit
- Stainless steel table-top unit with wheels
- Hood and fire suppression system
- Hand-washing sinks
- Stainless steel shelving

√ = High Value Equipment Item (see Section 13(g)(i))

EXHIBIT G
TOWN-OWNED EQUIPMENT AT THE HALFWAY HOUSE

The following items will be furnished by the Town and remain property of the Town:

√ Hood and ansul system
Cleaning and sanitizing sinks with draining board and overhead mounted faucet
Hand washing sink
Norlake – air refrigerated sandwich unit
Wyott Roll-a-Grill
Norlake – air refrigerated reach in freezer
Norlake work top freezer
Stainless steel work tables
Metro wire shelving
Rival microwave
Wisco Convection oven
Bunn coffee brewer
Hoshizaki ice machine
18” Griddle
3 guest dining tables
10 guest dining chairs
Television (wall mounted)

√ = High Value Equipment Item (see Section 13(g)(i))

PERSONAL GUARANTY OF LEASE

This Personal Guaranty of Lease (the “Guaranty”) is dated as of May 20, 2026 by **NIKKI GLEKAS**, with a residence address of 20 Bridge Street, Westport, CT 06880 (the “Guarantor”) in favor of **TOWN OF WESTPORT** (the “Town”).

RECITALS

A. NG Entertainment LLC (“NGE”) has leased from the Town certain food and beverage service facilities referred to as the Beach Pavilion Space, the Halfway House and the Longshore Pavilion Space in the municipal parks known as Compo Beach Park and Longshore Club Park, in Westport, Connecticut, pursuant to that certain Municipal Food and Beverage Concession and Lease dated May 20, 2026 (the “Lease”).

B. Guarantor is the owner of NGE’s parent company, and as such, materially benefits from the Lease.

C. Guarantor’s execution of this Guaranty was a material inducement to the Town to enter into the Lease, without which, the Town would not have entered into the Lease.

NOW THEREFORE, in consideration of the Recitals, which are incorporated by reference and the representations, covenants and warranties contained in this Guaranty, Guarantor, intending to be bound legally, agrees as follows.

1. IN GENERAL. Guarantor unconditionally guarantees the punctual payment when due of all obligations of NGE to the Town under the Lease and under any amendment, modification, renewal, extension, substitution or replacement of the Lease (the “Obligations”).

2. IN PARTICULAR.

(a) Guarantor guarantees that the Obligations will be paid strictly in accordance with the terms of the Lease regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of

the terms or the rights of the Town with respect thereto. The liability of Guarantor under this Guaranty shall be absolute and unconditional irrespective of:

(i) Any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to departure from the Obligations; and

(ii) Any other circumstances which might otherwise constitute a defense available to NGE in respect of the Obligations or Guarantor in respect of this Guaranty.

(b) This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by the Town due to the insolvency, bankruptcy or reorganization of NGE or otherwise, all as though such payment had not been made.

3. LIMITATION. Notwithstanding anything to the contrary in this Guaranty, Guarantor’s liability under this Guaranty shall not exceed Sixty Thousand Dollars (\$60,000).

4. WAIVER. Guarantor waives promptness, diligence, notice of acceptance, notice of presentment, demand or protest and any other notice with respect to any of the Obligations and this Guaranty and any requirement that the Town exhaust any remedy or take any action against NGE or any other person.

5. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to the Town as follows:

(a) Guarantor is not in default under any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award having applicability to Guarantor or any contract, agreement, lease, document or instrument to which Guarantor is a party;

(b) This Guaranty is the legal, valid and binding obligation of Guarantor, enforceable against

Guarantor in accordance with its terms;

(c) Guarantor is presently solvent;

(d) There is no pending or threatened action or proceeding affecting Guarantor before any court, governmental agency or arbitrator that may materially and adversely affect the financial condition of Guarantor; and

(e) Guarantor has filed all federal, state and municipal tax returns required to be filed (except for those returns currently on extension) and has paid all taxes shown thereon to be due, including interest and penalties, or provided adequate reserves for payment thereof.

6. CONTINUING GUARANTY, ASSIGNMENT OF LEASE. This Guaranty is a continuing guaranty and shall:

(a) Remain in full force and effect until payment in full of the Obligations and all other amounts payable under this Guaranty;

(b) Be binding upon Guarantor, her heirs, executors, administrators, legal representatives and assigns; and

(c) Inure to the benefit of and be enforceable by the Town, and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), the Town may assign or otherwise transfer the Lease to any other person or entity, and that other person or entity shall thereupon become vested with all the rights in respect thereof granted to the Town in this Guaranty.

7. AMENDMENTS. No amendment or waiver of any provision of this Guaranty shall in any event be effective unless it is in writing and signed by the Town's First Selectman.

8. SEVERABILITY. If any provision of this Guaranty is determined to be illegal, invalid or unenforceable under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of this Guaranty will not be affected thereby. It is the intention of the parties that, if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof, a provision as similar

in terms to such provision as is possible and be legal, valid and enforceable.

9. ENTIRE AGREEMENT. This Guaranty constitutes the entire agreement between the parties, and supersedes all prior discussions and negotiations relating to the subject matter of this Guaranty. The terms of this Guaranty cannot be changed or terminated orally and shall be deemed effective as of the date indicated on the second line of Page 1. This Guaranty may not be amended or terminated except by a writing signed by the party against whom enforcement is sought.

10. SUCCESSORS AND ASSIGNS. This Guaranty shall bind and inure to the benefit of the Town and its successors and assigns. Guarantor shall not assign this Guaranty, or any related document, or any of its rights without the prior written consent of the Town's First Selectman.

11. FAILURE OR DELAY NOT A WAIVER. No delay or omission by the Town to exercise any right under the Lease or this Guaranty shall impair that right, and any delay or omission shall not be construed to be a waiver of that right. A waiver of any single breach of default under the Lease or this Guaranty shall not be deemed a waiver of any other breach or default. Any waiver, amendment, consent or approval under this Guaranty by the Town must be in writing to be effective and must be signed by the Town's First Selectman.

12. GOVERNING LAW AND CONSENT TO JURISDICTION. This Guaranty shall be governed by and construed in accordance with the laws of the State of Connecticut. Any suit, action or other legal proceeding arising out of this Guaranty may be brought in the courts of record of the State of Connecticut or the courts of the United States located in Connecticut. Guarantor expressly submits and consents in advance to that jurisdiction in any action or proceeding.

13. PREJUDGMENT REMEDY WAIVER. GUARANTOR ACKNOWLEDGES THAT THIS GUARANTY IS A PART OF A COMMERCIAL TRANSACTION AND WAIVES HER RIGHTS TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY ANY OTHER STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE

TOWN MAY DESIRE TO USE, AND FURTHER, WAIVES DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF PROTEST WITH RESPECT TO THIS GUARANTY. GUARANTOR ACKNOWLEDGES THAT SHE MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY, WITHOUT DURESS AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH HER ATTORNEYS.

WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION, PROCEEDING OR ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS GUARANTY OR THE DEFENSE OR ENFORCEMENT OF ANY OF THE TOWN'S RIGHTS AND REMEDIES. GUARANTOR ACKNOWLEDGES THAT SHE MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY, WITHOUT DURESS AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH HER ATTORNEYS.

14. JURY TRIAL WAIVER. GUARANTOR



NIKKI GLEKAS