

From: [Kevin Wynne](#)
To: [Musitano, Mark A](#); [Bartolomeo, Nick](#); [Joyner, Brian](#); [Mendelson, Lisa](#); [Bolitho, Zachary J](#)
Subject: [EXTERNAL] RE: Important - Investigated reporter
Date: Thursday, August 1, 2024 2:24:30 PM

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were extracted and
added to this
combined file-
cwatts

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Hi Mark,

Sorry for the delay. The reporter was from local channel 9, the CBS affiliate, and the angle of the story was the conditions of the Rock Creek Park Tennis Center. Our understanding is the reporter asked some fans around the grounds about their tournament experience and requested an interview with Mark Ein, on behalf of the tournament, and John Borden, CEO of WTEF, who uses the facilities for summer camps.

Mark and John taped a joint interview yesterday afternoon that will air tonight on the local channel 9 evening newscast at 6pm. To summarize their responses, Mark and John noted the aging facility, which is obvious, but also noted that the Mayor's office, tournament organizers, WTEF and NPS are working collaboratively to figure out the much needed repairs and upgrades.

Also note, the reporter said that he reached out to NPS for comment but had not received any response. Thanks.

Best regards,

Kevin C Wynne
MDE Tennis
E: kevin@mdetennis.com
Ph: [917-796-1198](tel:917-796-1198)

From: Musitano, Mark A <Mark_Musitano@nps.gov>
Sent: Thursday, August 1, 2024 7:47 AM
To: Kevin Wynne <kevin@mdetennis.com>; Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>; Joyner, Brian <Brian_Joyner@nps.gov>; Mendelson, Lisa <Lisa_Mendelson-Ielmini@nps.gov>; Bolitho, Zachary J <Zachary_Bolitho@nps.gov>
Subject: Important - Investigated reporter

Greetings Kevin,

Would you please share the specifics on the conversation we had last evening related to the investigated reporter? I want to ensure that the Park, Regional and WASO leadership have the correct information.

Sincerely

Mark

Mark Musitano
Administrative Officer
Statue of Liberty NM and Ellis Island
646-356-2116 office

Rock Creek Tennis Tournament at Brightwood Recreation Complex
Options Memo
September 15, 2025

BACKGROUND:

Rock Creek Park houses the William H.G. Fitzgerald Tennis Center and serves as the site of the annual Citi Open professional tennis tournament. The facility was originally constructed in the 1960s and has undergone several rounds of improvements over the decades. The Tennis Center was constructed in 1988, and while the Tennis Center continues to function as an active recreational and tournament venue, many of its systems and structures are now in need of substantial repairs and upgrades. Areas of concern include the stadium seating, locker rooms, court surfaces, mechanical systems, structural elements, lighting, spectator amenities, and circulation for both players and visitors.

The facility is currently operated under an agreement with the Washington Tennis & Education Foundation (WTEF), which manages both professional tournament operations and public programming. The agreement outlines each organization's maintenance responsibilities for the stadium. NPS is responsible for maintaining the structural integrity of the Tennis Center stadium and its operating systems (e.g. major repair or replacement of HVAC, intrusion alarm, fire alarm, and plumbing systems). WTEF is responsible for everything else.

Although the Center continues to host the Citi Open and provide year-round public tennis opportunities, the combination of aging infrastructure, deferred maintenance, and evolving tournament requirements from the ATP and WTA tours highlights the need for reinvestment and a sustainable operating strategy for the future and long-term planning. In recent years, tournament officials have signaled that substantial improvements will be required to maintain the professional sanction for the Citi Open. Without upgrades, there is a risk that the ATP/WTA tours could withdraw tournament approval, jeopardizing the continued presence of this long-standing event in Washington, D.C.

The Tennis Center is also subject to the requirements of the 1997 Environmental Impact Statement (EIS) for the Rock Creek Park Tennis Center Renovation and Expansion Project. That EIS authorized upgrades and expansions at the facility but also established limits on development, including restrictions on the size and scale of facilities, parking, number of events per year and impacts to natural and cultural resources within Rock Creek Park. Any future actions, whether rehabilitation, replacement, or transfer, must be consistent with the commitments and mitigation measures outlined in the EIS, or else require supplemental environmental review under the National Environmental Policy Act. The EIS therefore provides both a foundation and a constraint for decision-making, ensuring that improvements to the Tennis Center are carried out in a manner compatible with the park's natural and historic setting and situation within it.

Commented [NB1]: Here and throughout: the tournament is now known as the Mubadala Citi DC Open.

Commented [NB2]: This should be parsed. The areas of concern for the structure include painting the superstructure; and updating HVAC and other mechanic, electrical and plumbing systems, among others. The adequacy – not the integrity – of stadium seating, court lighting and surfaces, and amenities are concerns only as they relate to the requirements of the tournament.

Commented [NB3]: This is correct only in part. The facility also operates under a concessions contract that includes part of the stadium for concessioner sales and operational needs, as well as control of all of the surrounding courts.

Commented [NB4]: WTEF has very little public programming at the stadium. The majority of public offerings – court time, indoor/cold weather recreational opportunities – are provided by the concessioner.

Commented [NB5]: The tournament impacts are growing, largely not because of evolving requirements – those focus on the lighting of the courts, their surface condition, and the comparability of the men's and women's locker room facilities – but because the tournament footprint and complexity has consistently been expanding, notably by the current tournament operator.

Commented [NB6]: For years, the park has stressed that the condition of the stadium highlights the need to reexamine the suitability of the tennis center as a site for the annual tournament. An examination of the center needs to be focused on a cost/benefit analysis for the various uses of the structure, and must include an option for demolition and repurposing of the site to a use that is in keeping with the park's mission.

Commented [NB7]: We have been told this by Mark Ein. We have never seen anything from the ATP that states this. In the meantime, despite continually warnings, the tournament is held here each year. Recommend removing this sentence completely.

Commented [NB8]: Delete the sentence, "That EIS..." Insert the following language: "Construction of the tennis stadium triggered the EIS, which addressed potential impacts on park resources and the community resulting..."

Commented [NB9]: This list must include demolition and repurposing, see previous comment.

Commented [NB10]: Change to read, "ensuring that actions relating to the Tennis Center conform to the stipulations in the Record of Decision."

Commented [NB11]: There is no language that explains the impacts from tennis center/tournament operations. Recommend the following language be inserted:

OPTIONS:

Option 1: Maintain Jurisdiction/Ownership and Operate As-is

Under this option, the NPS would continue current oversight of the Rock Creek Tennis Center under the existing agreement with WTEF, and maintenance would be limited to the minimal level required to ensure health, safety, and basic operability of the facility. No significant capital improvements would be pursued, and the facility would continue to operate within its current configuration and condition. Rock Creek park budgets \$X for yearly maintenance and operation of the facility which comes from NPS appropriated dollars.

The principal advantage of this option is its low near-term cost and minimal disruption to existing operations. The Citi Open tournament could continue in the immediate future, and public access would remain largely unchanged.

The disadvantages are that the facilities would continue to require frequent repairs, creating an increasing maintenance burden for both NPS and the operator. Safety and accessibility deficiencies would remain unaddressed, and the aging infrastructure could eventually compromise the ability of the facility to meet ATP/WTA tournament standards. With the sanctioning bodies already signaling the need for improvement, this option risks the loss of the Citi Open altogether if upgrades are not made. In addition, the tournament sponsor has consistently identified a desire for expanded facilities, and this option would not address those requests, leaving ongoing pressure for improvements unmet.

Even under this limited-maintenance approach, the facility would remain subject to the requirements of the 1997 EIS for the Rock Creek Park Tennis Center Renovation and Expansion Project. Any actions taken—including essential repairs—would need to conform to the commitments and restrictions identified in the EIS, including limitations on development scale, parking, and resource protection measures, unless supplemented by additional NEPA review.

Option 2: Maintain Jurisdiction/Ownership and Fully Replace Facilities

Under this option, the existing Rock Creek Tennis Center would be demolished and replaced with a new, state-of-the-art facility within the same general footprint. Replacement could include new stadium seating designed for modern standards, upgraded locker rooms and player facilities, improved concessions and spectator amenities, and fully ADA-compliant design. The project could also incorporate sustainable design features, modern lighting systems, and improved pedestrian and vehicular circulation, including adjustments to parking capacity. Construction could be phased to minimize disruption to the Citi Open tournament schedule.

This option is the most likely to address the sponsor's expansion requests. A full replacement would provide the opportunity to incorporate expanded amenities, upgraded seating, and potentially expanded facilities that the sponsor has identified as necessary to maintain the tournament's sanction and grow its profile.

Commented [TS12]: Is this a correct term to identify Mark Ein without saying his name?

Commented [NB13]: Recommend we delete these sentences. Stating that the ability of the facility to meet ATP/WTA standards is sufficient.

Commented [NB14]: Option 2 must be demolition and repurposing of the site to a use that is compatible with the park's mission. The options are not complete or comprehensive without this.

Commented [TS15]: Not sure if this is needed

Commented [NB16]: No – It is not our mission to respond to the "sponsor's expansion requests". Our mission is to protect the park's natural and cultural resources. Why is this not addressed here? Why is not primacy given to our mission instead of tournament requests? This paper is fundamentally flawed and should be completely rewritten to consider options that are in keeping with the park's mission. The park has stated repeatedly that expanded facilities are not compatible with the facility's location in Rock Creek Park. This analysis barely touches on impacts to park cultural and natural resources, or to the visitor services and amenities currently offered on the site. This should be the first topic we discuss in any analysis.

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The primary advantage of this option is that it would create a modern tennis facility designed to meet current and future professional standards while also supporting public recreation. A new facility would significantly reduce deferred maintenance obligations and create opportunities to integrate sustainable and energy-efficient systems. Replacement would also offer the ability to rethink layout and design to improve circulation, accessibility, and the visitor experience. However, this option carries the highest capital costs, potentially exceeding \$100 million depending on scope and design. Construction would also create temporary disruptions, including possible impacts on the Citi Open, and would require significant funding commitments, likely necessitating a combination of federal appropriations and private investment.

Commented [TS17]: Is this a realistic estimate?

Because the 1997 EIS contemplated renovation and limited expansion rather than full replacement, this option would likely exceed the scope of what was analyzed. Replacement would therefore require new NEPA review to evaluate new construction impacts, including potential effects on park resources, traffic, lighting, and adjacent neighborhoods. Depending on the scale of proposed facilities, this could necessitate a Supplemental EIS.

Option 3: Maintain Jurisdiction/Ownership and Rehabilitate Facilities

This option would involve a comprehensive rehabilitation of the existing tennis facilities to extend their useful life while retaining the current footprint and layout. Rehabilitation would include modernization of the stadium seating, upgrades to locker rooms and player amenities, replacement of lighting and court surfaces, and circulation improvements for both spectators and staff. Accessibility upgrades would be incorporated to meet current ADA requirements, and life-safety systems would be improved.

The rehabilitation would address a wide range of facility needs, spanning structural, architectural, mechanical, electrical, and site improvements. The work would be scoped and executed in one of three tiers:

- **Low-End Rehabilitation:** Focuses on essential repairs and upgrades required to ensure safe and reliable operation of the Tennis Center. This level of work would exclude ATP/WTA tour-specific requirements, which would be more appropriately addressed by the eventual holder of the sanction under the lease.
- **Mid-Range Rehabilitation:** Includes basic facility improvements along with select known ATP/WTA tour-related capital upgrades necessary to maintain tournament functionality in the near term. This tier would address some but not all tour requirements, leaving additional responsibilities to the lessee.
- **High-End Rehabilitation:** Provides comprehensive improvements that cover all currently identified ATP/WTA tour capital requirements. This tier would deliver a fully upgraded tournament-ready facility, positioning the lessee to operate the Citi Open without the need for major additional investment.

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	Low End	Medium	High End
Design	\$4,398,663.57	\$5,767,760.25	\$6,974,146.50
Net Construction Cost Estimate	\$29,324,423.80	\$38,451,735.02	\$46,494,310.02
Gross Construction Cost Estimate	\$34,602,900.00	\$45,373,100.00	\$54,863,300.00
Total Project Cost	\$39,001,563.57	\$51,140,860.25	\$61,837,446.50

From the standpoint of the sponsor’s requests, rehabilitation would likely address only some expansion needs (e.g., better locker rooms, circulation, or limited seating improvements) but would not accommodate major expansion beyond the footprint already authorized. As such, while some sponsor concerns could be partially met, their full request for expanded facilities would remain unresolved.

The advantages of this approach include addressing many of the deficiencies that currently challenge the facility while avoiding the need for full-scale demolition and reconstruction. Rehabilitation would bring the Tennis Center into closer alignment with ATP/WTA standards and ensure its continued eligibility to host professional tournaments in the near and medium term. It would also allow for public recreation opportunities to continue without major reconfiguration of the site.

However, the disadvantages include high costs associated with updating facilities that are already decades old. Rehabilitation could prolong the functional life of the Center but would not fundamentally resolve design limitations related to circulation, parking, and overall site constraints. The result would be a set of improved facilities that still carry long-term maintenance challenges and limitations compared to a new, purpose-built tennis venue.

The 1997 EIS for the Rock Creek Tennis Center Renovation and Expansion Project specifically contemplated rehabilitation and expansion of the facility. The EIS set parameters on allowable upgrades, including limits on the size of the stadium, the number of courts, parking capacity, lighting, and associated site improvements. Any rehabilitation effort under this option would need to remain consistent with these requirements. For example, modernizing stadium seating, upgrading locker rooms, resurfacing courts, improving circulation, and enhancing accessibility could proceed provided that the work does not exceed the development thresholds identified in the EIS.

If rehabilitation proposals extend beyond the scope analyzed in the 1997 EIS, for instance, if they involve expansions of stadium capacity, additional parking beyond what was evaluated, or new facilities not covered by the original impact analysis, a supplemental NEPA review would be required. This could take the form of an Environmental Assessment or, if impacts are potentially significant, an EIS. Therefore, while this option is broadly aligned with the framework established in the 1997 EIS, its applicability depends on the scope of proposed rehabilitation. Staying within the parameters of the EIS allows rehabilitation to proceed with fewer regulatory hurdles, whereas exceeding those parameters would trigger additional review and mitigation requirements.

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Option 4: NPS Rehabilitation Followed by Long-Term Lease

Under this option, the NPS would undertake a rehabilitation of the Rock Creek Tennis Center prior to entering a long-term lease with a private operator or nonprofit partner. The rehabilitation would address a wide range of facility needs, spanning structural, architectural, mechanical, electrical, and site improvements. The rehabilitation tiers identified in Option 3 would be applied here as well.

Commented [TS18]: Should this be DC?

Once rehabilitation is completed at the selected tier, NPS would enter into a long-term lease that transfers operational and maintenance responsibilities to the lessee. The lease would be executed under NPS leasing authorities, with the lessee required to pay rent to the National Park Service in accordance with applicable regulations and valuation standards. The lessee would then assume responsibility for day-to-day management, programming, and tournament operations, including any further upgrades needed over time.

From the standpoint of the sponsor's requests, rehabilitation would likely address only some expansion needs (e.g., better locker rooms, circulation, or limited seating improvements) but would not accommodate major expansion beyond the footprint already authorized. As such, while some sponsor concerns could be partially met, their full request for expanded facilities would remain unresolved with a requirement for a substantial upfront federal investment before transitioning to the lease.

The advantages of this option include the assurance that NPS-controlled improvements are implemented upfront, stabilizing the facility and addressing deferred maintenance before transitioning to a lessee. This would reduce uncertainty for both the sanctioning bodies and the future lessee, while ensuring that professional standards are met at least at the baseline level required to maintain the tournament sanction. The tiered approach provides flexibility, allowing NPS to select the level of investment appropriate to federal funding availability while still preserving the option for the lessee to contribute additional resources. Rent collection under the lease would also generate a return to the federal government and help offset some of the investment and administrative costs.

The disadvantages include the need for a significant upfront federal investment, with costs escalating depending on whether a low-end, mid-range, or high-end rehabilitation is pursued. Even under the low-end scenario, federal appropriations would be required, and NPS would remain responsible for delivering a complex capital project. Once the lease is in place, NPS would transfer day-to-day control to the lessee, requiring careful structuring of the lease to balance professional tournament needs with NPS's mission and public access objectives.

The 1997 EIS applies directly to this option, since rehabilitation work was contemplated under its analysis. If NPS selects a scope of work within the EIS-approved limits on facility size, parking, and lighting, the rehabilitation could proceed under the existing framework. However, if the chosen tier involves improvements beyond what was evaluated in 1997, particularly at the high end of upgrades, supplemental NEPA review would be required to account for new impacts.

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Option 5: Administrative Transfer of Jurisdiction to the District of Columbia

Under this option, the NPS would pursue an administrative transfer of jurisdiction for the Rock Creek Tennis Center to the District of Columbia under the authority of 40 U.S.C. § 8124. This statute allows federal property within the District to be transferred to the District government with the approval of the National Capital Planning Commission. Once the transfer is completed, the District's Department of Parks and Recreation would assume full responsibility for management, operations, capital investment, and programming of the facility. The transfer would not involve any NPS-led rehabilitation or improvements; instead, the District government would take on responsibility for all upgrades. There would be no cost to the NPS under this option other than staff time.

In support of this approach, the District of Columbia Council has already passed the Rock Creek Tennis Center Transfer of Jurisdiction and Funding Emergency Act of 2025, which authorizes acceptance of the jurisdictional transfer and provides an appropriation of \$9 million for facility improvements. These funds are intended to cover essential repairs and upgrades necessary to meet professional tournament standards, including improvements required by ATP and WTA sanctioning bodies. With this legislative approval and funding in place, the District is positioned to make immediate capital investments.

In terms of sponsor requests, the transfer creates the potential for expanded facilities since the District would not be bound by NPS's current management framework. However, whether expansion occurs would depend entirely on District priorities and funding beyond the \$9 million currently appropriated.

The advantage of this option is that it relieves NPS of the direct financial and operational burden associated with rehabilitating and maintaining the Tennis Center, while allowing the District to integrate the facility into its broader parks and recreation system. The \$9 million appropriation demonstrates the District's commitment to reinvestment and provides a near-term pathway to secure the Citi Open's continued presence in Washington, D.C.

The disadvantage of this option is that once jurisdiction is transferred, the NPS would lose oversight of the Tennis Center, reducing its ability to ensure that future operations are consistent with the purposes of Rock Creek Park. After the transfer, NPS would have no role in shaping future management decisions, relying entirely on the District's policies and priorities to guide the facility's operations.

Because jurisdiction would no longer rest with NPS, the 1997 EIS requirements would no longer apply once the transfer is complete. Until that point, however, any actions taken by NPS would remain subject to NEPA compliance, including the 1997 EIS and its limitations.

SUMMARY:

The NPS has five options for the Rock Creek Tennis Center. Option 1 limits investment to essential repairs, keeping the facility operational at low cost but failing to meet ATP/WTA

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standards or sponsor requests for expansion. Option 2 would replace the facility entirely, fully addressing sponsor expansion needs but at the highest cost and with significant NEPA implications. Option 3 provides tiered rehabilitation, from basic repairs to a high-end package that incorporates all known tour requirements, though still constrained by the 1997 EIS. Option 4 combines NPS-led rehabilitation with a long-term lease, offering flexibility and rent revenue but requiring major upfront federal investment. In short, only full replacement or high-end rehabilitation options would satisfy sponsor expansion requests, while the others maintain operations at reduced cost but risk loss of the Citi Open sanction. Option 5 would transfer jurisdiction to the District of Columbia under 40 U.S.C. § 8124; the D.C. Council has authorized the transfer and appropriated \$9 million, but expansion would depend on District priorities and NPS would permanently lose oversight.

Proposed Boundary for Rock Creek Park Tennis Center Lease



Proposed Boundary for Rock Creek Park Tennis Center Lease



Proposed Boundary for Rock Creek Park Tennis Center Lease



~~This template lease should be used for a lease with a term of more than one year under which the lessee will make improvements to the leased property.~~



LEASE

between

**UNITED STATES OF AMERICA
UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE**

and

[INSERT NAME OF LESSEE HERE]

for the Premises known as

~~[INSERT NAME OF PREMISES HERE]~~ **ROCK CREEK TENNIS
CENTER**

Within Rock Creek Park

NPS Lease# L-~~[Park Alpha Code]~~~~[Lease Number]~~ROCR002-~~[Year]~~2025

Covering the period ~~XXXXXXXX~~ through ~~XXXXXXXXXX~~

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Template lease (with improvements)

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THIS LEASE (Lease) is entered into by and between the United States of America (Lessor), acting through the National Park Service (NPS), an agency of the United States Department of the Interior, and Insert Name of Lessee Here (Lessee).

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WITNESSETH THAT:

WHEREAS, the NPS administers Name of Park Area Rock Creek Park (Park Area) as a unit of the National Park System in accordance with the NPS Organic Act, Act of Aug. 25, 1916, ch. 408, 39 Stat. 535, codified as amended in scattered sections of 54 U.S.C.; other laws applicable generally to units of the National Park System; and any laws applicable specifically to Name of Park Area Rock Creek Park;

WHEREAS, the Park Area contains property that has been determined suitable for leasing under Part 18 of Title 36 of the Code of Federal Regulations;

WHEREAS, the Lessor has determined that the use and occupancy of the property that is made available under this Lease is consistent with the Park Area's General Management Plan and the requirements of the Record of Decision on the Final Environmental Impact Statement for the Rock Creek Tennis Center and Associated Recreation Fields (ROD) and Part 18 of Title 36 of the Code of Federal Regulations; and

Commented [WK1]: The following question was asked related to the leasing determinations submitted to SOL on 10/29/2025
—Given that the ROD and FEIS contemplated that the lands around the Tennis Center would be managed by the NPS. Does mere fact of including these lands (i.e. picnic areas, parking lot, and recreation fields) within the property to be leased constitute a federal action that would require additional compliance.

WHEREAS, the Lessee desires to lease the property on the terms and conditions set forth in this Lease.

~~[Include additional WHEREAS clauses as appropriate to describe the background and rationale for entering into this Lease, including any unique determinations or authorities that may have been relied upon as justification.]~~

NOW THEREFORE, in consideration of their mutual promises, the Lessor and the Lessee hereby agree as follows:

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Section 1. DEFINITIONS

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In this Lease, the following terms (whether appearing in the singular or plural form) have the following definitions:

1.1. Additional Rent means all forms of Rent required by this Lease other than the Rent required by Section 5.

1.2. Alterations means any construction, modifications, rehabilitation, reconstruction, or restoration of the Premises, or installation of Fixtures thereto, other than Initial Improvements.

1.3. Applicable Laws means all present and future law or legal authority, including statutes, ordinances, regulations, and administrative or judicial orders or determinations, enacted, promulgated, or issued by federal, state, or local governmental entities or agencies having lawful jurisdiction over the Premises or the Lessee, that apply to and govern the Premises or the Lessee's activities on the Premises.

1.4.5 Approved Costs – means costs required for the construction of Initial Improvements (see Section 8.1 of this Lease) or Alterations, as approved by Lessor.

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1.5. Annual Rent means the ~~annual fixed~~ rent to be paid to the Lessor by the Lessee under Section 5.3 of this Lease.

1.6. Assignment means the transfer, whether it is direct or indirect, voluntary or by operation of law, of the Lessee's leasehold estate or the Lessee's rights under this Lease in whole or part. Such transfer may be designated as a sale, conveyance, or assignment. The sale, conveyance, or assignment (including by consolidation, merger, or reorganization) of a controlling interest in the Lessee (if such entity is a corporation), or any sale or other transfer of a controlling interest in the partnership interests (if such entity is a partnership), whether in a single transfer or in a series of related transfers, and whether directly or by sales or transfers of underlying partnership or corporate ownership interests, is an Assignment. For a corporate entity, the term "controlling interest" means an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the Lessee so as to permit exercise of managerial authority over the actions and operations of the Lessee. For a partnership, limited partnership, joint venture, limited liability company, or individual entrepreneur, "controlling interest" means the beneficial ownership of the capital assets of the Lessee so as to permit exercise of managerial authority over the actions and operations of the Lessee.

1.7. Commencement Date means the first day of the Lease term as stated in Section 4 of this Lease.

1.8. Construction Documents means all drawings, plans, specifications, or other documents that describe a proposed Improvement to the Premises in sufficient detail to enable the Lessor to approve construction of the Improvement.

1.9. Encumbrance means the direct or indirect, voluntary or by operation of law, encumbrance, pledge, mortgage, or other hypothecation of the Lessee's leasehold estate, some or all of the Lessee's interests or rights under this Lease, or the Premises themselves.

1.10. Expiration Date means the last day of the Lease Term as stated in Section 4 of this Lease.

1.11. Fixtures means items of personal property of independent form and utility necessary for the basic

functioning of the Premises that are affixed to and considered to be an irremovable part of the Premises such that title is with the Lessor as real property once installed. Fixtures do not include removable trade fixtures.

1.12. Force Majeure means an act, event, or condition that can be neither anticipated nor controlled and that objectively prevents the Lessee from performing one or more of its obligations under this Lease. The term "Force Majeure" does not include any act, event, or condition that the Lessee reasonably may anticipate or control; it does not include market conditions, economic conditions, or the Lessee's financial inability to perform its obligations under this Lease; and it does not include changes in Applicable Laws, except that the Lessor may determine that it includes an order issued by a governmental entity with jurisdiction over the Premises that prevents the Lessee's use or occupancy of the Premises for the authorized purposes set forth in Section 6.1 of this Lease.

1.13. Hazardous Materials means any material or other substance: (a) that requires investigation, correction, or abatement under Applicable Laws; (b) that is or becomes defined as a hazardous waste, hazardous substance, pollutant, or contaminant, under Applicable Laws; (c) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated under Applicable Laws; (d) that contains gasoline, diesel fuel or other petroleum hydrocarbons; (e) that contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation, or (f) that contains radon gas. The term Hazardous Materials as used in this Lease includes Pre-existing Hazardous Materials unless otherwise stated in a particular provision of this Lease.

1.14. Hazardous Materials Occurrence means any use, treatment, keeping, storage, sale, release, disposal, migration, transport, or discharge of any Hazardous Materials from, on, under, or into the Premises or other Park Area property that occurs during the Lease Term.

1.15. Historic Property means building(s) and land located within the boundaries of the Park Area that are part of a pre-historic or historic district or site included on, or eligible for inclusion on, the National Register of Historic Places.

1.16. Improvements means permanent additions to the Premises that increase its value or utility or enhance its appearance, regardless of who makes the additions. The term "Improvements" includes both Alterations and Initial Improvements.

1.17. Initial Improvements means any construction, modification, rehabilitation, reconstruction, or restoration of the Premises, or installation of Fixtures thereto, that the Lessee is required to make upon commencement of this Lease in accordance with Section 8.

1.18. Interest Rate means the percentage of interest charged based on the Current Value of Funds to the United States Treasury that is published annually in the "Federal Register" or successor publication.

1.19. Inventory and Condition Report means the document attached to this Lease as Exhibit C that describes (a) the Personal Property owned by the Lessor that is made available to the Lessee for the Lessee's use and (b) the condition of the Premises, including Personal Property owned by the Lessor, as of the Commencement Date.

1.20. Lease Term means the term of this Lease as stated in Section 4 of this Lease.

1.21. Lease Year means a year of the Lease Term. The first Lease Year will commence on the Commencement Date and will end on the expiration of the twelfth full calendar month following thereafter. Each subsequent Lease Year will commence on the next day following the expiration of the

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preceding Lease Year and will end on the expiration of the twelfth full calendar month following thereafter or on the last day of the Lease Term, whichever occurs first.

1.22. **Notice of Default** means an instrument in writing from the Lessor to the Lessee providing notice of that the Lessee is in default of the Lease.

1.23. **NPS 28** means the National Park Service document entitled "Cultural Resource Management Guideline," which is hereby made a part of this Lease by reference.

1.24. **Park Area** means ~~Name of Park Area~~ Rock Creek Park.

1.25. **Part 18** means Part 18 of Title 36 of the Code of Federal Regulations.

1.26. **Personal Property** means all furniture, trade fixtures, equipment, appliances, supplies, inventory, and any other movable things subject to ownership placed in or on the Premises that are neither permanently attached to nor form a part of the Premises.

1.27. **Pre-existing Hazardous Materials** means Hazardous Materials (including storage tanks) that existed in, on, or under the Premises or other lands or waters within the Park Area prior to the Commencement Date of this Lease.

1.28. **Premises** means the real property of the Park Area that is described in Section 2 of this Lease, including all Improvements thereon as of the Commencement Date and all Improvements made to the Premises during the term of this Lease by either party. For the purposes of this Lease, "Premises" also includes any Personal Property owned by the Lessor that is made available to the Lessee for the Lessee's use under this Lease.

1.29. **Preservation Maintenance Plan** means a document that sets forth a plan for the Lessee's repair and maintenance of Historic Property.

1.30. ~~23~~ **Rent** means the rent to be paid to the Lessor by the Lessee, as described in Section 5 of this Lease, and any Additional Rent this Lease may require.

1.31 **Rent Offset** means offsets to Annual Rent which Lessee may make pursuant to Section 5.7 of this Lease.

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1.32. **Secretary's Treatment Standards** means the Secretary of the Interior's Treatment Standards for Historic Property, codified at 36 C.F.R. pt. 68, which are hereby incorporated into and made a part of this Lease by reference.

1.33. **Sublease** means an agreement under which the Lessee transfers to a person or entity (a Sublessee) the right to possession of a portion or all of the Premises.

1.34. **Termination Date** means the date when this Lease is terminated or cancelled in accordance with its terms prior to the Lease's Expiration Date.

Section 2. LEASE OF PREMISES

2.1. Lease of Premises; Reservation of Rights

(a) The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, upon and

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subject to the covenants and agreements contained in this Lease, the Premises described as follows:

~~(Legally sufficient description of the leased property)~~ Rock Creek Tennis Center. The boundaries of the Premises are graphically shown more particularly on Exhibit A to this Lease and incorporated herein.

Commented [WK2]: Will need to update and resolve all lettering for the Exhibits before the release of the RFP.

(b) Subject to all Applicable Laws and all easements, rights-of-way, liens or other encumbrances, or other matters of public record affecting the Premises;

(c) Excepting and reserving to the Lessor the right, at reasonable times and, except in case of emergency, following advance notice to the Lessee, (i) to enter onto the Premises, or to authorize other governmental entities, public or private utilities, or persons to enter upon the Premises, when necessary to administer this Lease or the Park Area, or (ii) to restrict access to or close the Premises to protect public health or safety or Park Area resources; and

(d) Excepting and reserving exclusive rights to all oil, gas, hydrocarbons, and other minerals in, under, or on the Premises and ownership of any current or future water rights appurtenant to the Premises.

(e) Excepting and reserving the right of reasonable access to the open space areas of the Premises by the general public, except as may be explicitly approved, in writing, by the NPS.

Commented [WK3]: This language has been inserted in an effort to meet the regulatory requirement found at 36 CFR 18.4(b) that: The lease will not deprive the park area of property necessary for appropriate park protection, interpretation, visitor enjoyment, or administration of the park area; Since the open areas of the lease have historically been managed by the NPS and the NPS management of these areas is part of the preferred alternative under the ROD.

2.2. Waiver of Claims

The Lessee hereby waives all claims for damages for any injury or inconvenience to or interference with the Lessee's use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by the Lessor's exercise of its rights under this Lease or by the Lessor's actions to manage or protect the Park Area's resources and visitors.

The parties acknowledge that, before this Lease, the Premises was operated by a concessioner, Guest Services, Inc. (Prior Concessioner), and the Lessor will hold the Lessee harmless from any outstanding financial obligations or costs incurred by the Prior Concessioner in the operation of the Premises before the Commencement Date of this Lease. Further, the Lessor will facilitate the transfer of the Premises from the Prior Concessioner to the Lessee including, but not limited to, to the extent possible, providing the Lessee access to or copies of the books, records, reports, licenses, permits, contracts, and other information pertaining to the Prior Concessioner's operations on the Premises that the Lessor receives from the Prior Concessioner with the Prior Concessioner's permission to provide to the Lessee. Upon execution of this Lease, the Lessee will close its transaction with the Prior Concessioner to purchase the property the Prior Concessioner used or held for use in connection with its operations of the Premises and pay the Prior Concessioner the fair value thereof as required under the terms of the Prior Concessioner's concession contract with the Lessor.

Commented [WK4]: SOL - This language was used for the EPTC lease that was converted from a concession contract to a lease.

2.3. Easements

The Lessee may not grant any type of easement or right-of-way affecting the Premises. The Lessor may grant such rights-of-way for utilities as the Lessee may require in connection with the use and occupancy of the Premises.

2.4. Ownership of the Premises

This Lease does not vest in the Lessee any fee interest in the Premises or Improvements thereon. Title to the Premises and Improvements at all times is with, and will remain solely with, the Lessor.

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2.5. Historic Property

The Premises (or portions of the Premises) ~~are~~ ~~are not~~ are part of the Rock Creek Historic District included on the National Registry of Historic Places and are therefore considered to be Historic Property. The tennis courts and the William H.G. Fitzgerald Tennis Stadium (Tennis Stadium) have been determined to be non-contributing elements of the Rock Creek Historic District and are therefore not considered to be Historic Property subject to The Secretary of the Interior's Standards for the Treatment of Historic Properties (36 C.F.R. Part 68) ~~Historic Property.~~

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~~[Delete the inapplicable bracketed statement and remove the brackets from the remaining one.]~~

Section 3. ACCEPTANCE OF THE PREMISES

3.1. "As Is" Condition of the Premises

The Lessee agrees to lease the Premises in their existing "as is" condition and acknowledges that in entering into this Lease, the Lessee does not rely on, and the Lessor does not make, any express or implied representations or warranties as to any matters, including any characteristics of the Premises or Improvements thereon, the suitability of the Premises for the intended use, the likelihood of deriving trade from or other characteristics of the Park Area, the economic or programmatic feasibility of the Lessee's use and occupancy of the Premises, or Hazardous Materials on or in the vicinity of the Premises.

3.2. Lessee's Due Diligence

Prior to entering into this Lease, the Lessee, in the exercise of due diligence, has made a thorough, independent examination of the Premises and all matters relevant to the Lessee's decision to enter into this Lease, and the Lessee is thoroughly familiar with all aspects of the Premises and is satisfied that they are in an acceptable condition and meet the Lessee's needs.

3.3. Inventory and Condition Report

In the exercise of its due diligence, the Lessee has reviewed the Inventory and Condition Report (Exhibit C) and acknowledges that it is complete and accurate.

Section 4. LEASE TERM AND ABANDONMENT

4.1. Lease Term

The Lease Term will be a period of XXXXXXXXXX ~~(##)~~ years commencing on XXXXXXXXXX (Commencement Date) and expiring on XXXXXXXXXX (Expiration Date) or ending on such earlier date as this Lease may be terminated in accordance with its terms (Termination Date); provided, however, that if the Lessee fails to timely complete Initial Improvements in accordance with the Construction Documents, this Lease will be for a term of XXXXXXXXXX ~~(##)~~ years, expiring on XXXXXXXXXX unless terminated earlier in accordance with its terms.

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4.2. Abandonment ~~[May be modified to address seasonal use.]~~

The Lessee must occupy the Premises during the entire Lease Term. If it fails to do so, the Lessor may determine that the Lessee is in default of this Lease for abandoning the Premises. Occupancy is not

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required if the Lessor determines it is infeasible because of the construction of Improvements or a Force Majeure. The Lessor may temporarily close all or any part of the tennis courts, the Tennis Stadium, and tennis related facilities as the Lessor deems necessary, and such temporary closure will not constitute a failure of the Lessee to occupy or abandonment of the Premises. Any additional closures of the Premises may only be made with the explicit written approval of the NPS.

~~If the circumstances of a particular lease warrant, a sentence could be added to this section stating that non-occupancy for no more than a specified number of days (e.g., seasonal use) will not be considered as abandonment.~~

Section 5. RENT

5.1. Net Lease and Rent Payments

(a) All Rent will be absolutely net to the Lessor without any abatement, deduction, counterclaim, set-off or offset, except as may be provided for in accordance with the terms of this Lease. The Lessee must pay all costs, expenses, charges, and impositions of every kind and nature relating to the Premises, including all taxes and assessments.

(b) The Lessee must pay all Rent payments electronically or by other means as directed by the Lessor. Interest at the Interest Rate will automatically accrue on overdue Rent payments in accordance with Applicable Laws. The Lessor may also impose penalties for late Rent payments in accordance with Applicable Laws.

5.2. Base Rent

Each Lease Year the Lessee must pay to the Lessor Base Rent in the amount of two hundred forty thousand dollars (\$240,000) (as adjusted for CPI in accordance with section 5.4) payable in advance in equal monthly installments on the first day of each calendar month or annually on the first day of the applicable lease year. Base Rent is not subject to Rent Offsets.

5.3. Annual Rent

During the Lease Term, in addition to the Base Rent outlined above, the Lessee must pay to the Lessor Annual Rent for the Premises in the aggregate annual amount of ~~(\$)~~ (as adjusted for CPI as provided below) payable in advance in equal monthly installments on the first day of each calendar month.

Commented [WK5]: Amount of Annual Rent that will be subject to rent offsets will be negotiated with the prospective lessee based on their response to the RFP.

5.4. CPI Adjustment ~~[This section will be updated based on final negotiated Lease Term] [May be deleted for leases with a term of less than five years.]~~

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The Annual Rent and Base Rent will automatically increase effective as of the beginning of the second Lease Year and annually thereafter ~~during the Lease Term through the tenth lease year~~ to reflect the ~~average proportionate cumulative~~ increase in the CPI, if any, ~~during of the previous ten (10) full calendar years previous Lease Year prior to the Commencement Date of the Lease. After the tenth Lease Year, the Base Rent at that time will automatically increase as of the beginning of the eleventh Lease Year through the twentieth Lease Year, by the average increase in the CPI, if any, of the previous ten full calendar years preceding the start of the eleventh Lease Year.~~ For purposes of this section, CPI means the United States Department of Labor, Bureau of Labor Statistics, All Cities Average Consumer Price Index, or if such index is no longer published, a successor or substitute index designated by the Lessor, that shows changes in consumer prices in the locale of the Park Area.

5.4. Percentage Rent [Optional]

~~(a) In addition to Annual Rent, the Lessee must pay to the Lessor as "Percentage Rent" an amount of money equal to % of the Gross Revenues for the preceding month of the Lease Term. The Percentage Rent will be due on a monthly basis at the end of each month of the applicable Lease Year during the Lease Term and must be paid by the Lessee within fifteen (15) calendar days after the last day of the applicable month.~~

~~(b) Gross Revenues Defined~~

~~Gross Revenues means the entire amount of the Lessee's revenues (and the revenues of any Affiliate of the Lessee) derived from this Lease, and any Sublessee's revenues derived from any Sublease, such amount as determined in accordance with generally accepted accounting principles consistently applied. Also included in Gross Revenues are receipts from all mechanical or other vending devices placed on the Premises by the Lessee or under authority from the Lessee. As used in this section, the term "Affiliate of the Lessee" means any person or entity directly or indirectly controlling, controlled by, or under common control with the Lessee, or, any entity owned in whole or part, directly or indirectly, by the Lessee.~~

Commented [WK6]: I would propose that this section be omitted to simplify the tracking of lease payments and reduce the burden on the NPS and the Lessee of tracking and reporting revenue.

5.5. Rent Reconsideration ~~[May be deleted in leases with terms of less than fifteen years.]~~

(a) The Rent required by this Lease is subject to adjustment at the request of the Lessor or the Lessee after the end of ~~the~~ the ~~___, ___ and ___ Lease Years~~ of this Lease in order to maintain the Rent under this Lease in an amount and structure consistent with "fair market value rent." "Fair market value rent" for the purposes of this section means the most probable rent, as of a specific date, in cash or in terms equivalent to cash, for which the Premises, under the terms and conditions of this Lease, should rent for its highest and best permitted use after reasonable exposure in a competitive market under all conditions requisite to a fair leasing opportunity, with the Lessor and the Lessee each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress. Once the "fair market value rent" is adjusted, the amount will be subject to the provisions of Section 5.3 above. ~~[This last sentence must be deleted if Section 5.3 is deleted as described above]~~

Commented [WK7]: This will need to be updated based on the final negotiated Lease Term

(b) Within sixty (60) days after the applicable Lease Year, either the Lessor or the Lessee may request a Rent adjustment by providing written notice to the other party. Within thirty (30) days after providing or receiving a written request for a Rent adjustment, the Lessor will, as applicable, either submit an appraisal request to the Department of the Interior's Appraisal and Valuation Services Office, or its successor, for an appraisal to determine the "fair market value rent" of the Premises, or initiate a market study or other valuation process allowed for under NPS policy to determine "fair market value rent." Regardless of the method used to determine "fair market value rent," the determination must take into consideration any restrictions on the use of the Premises or terms of the Lease that limit the value and/or the highest and best use of the Premises; any past Improvements constructed or installed by the Lessee prior to Rent adjustment, with the Lessor's approval, and consistent with the terms of this Lease; and, any future Improvements to be constructed or installed by the Lessee after Rent adjustment.

5.6. Excusal of Rent

In the event of a Force Majeure, the Lessor may excuse the Lessee from its obligation to pay ~~[Rent; Annual Rent; Percentage Rent]~~ Annual Rent or Base Rent for a period of time that the Lessor deems appropriate under the circumstances.

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5.7. Rent Offsets

The Lessor ~~will~~ may offset Annual Rent for Approved Costs, of completed Initial Improvements or Alterations, incurred by the Lessee in accordance with the requirements of this Lease. The method and timing of such Rent Offsets will be agreed to by the Lessor and Lessee from time to time, provided that, no Rent Offsets may be made in the absence of such an ~~agreement~~ agreement, and no Rent Offsets may be applied to Base Rent.

Rent offsets that the Lessee accrues in accordance with this section may exceed the amount of Annual Rent the Lessee owes for a given Lease Year and, in that event, will rollover and be applied to Annual Rent that the Lessee owes for future Lease Years.

Commented [WK8]: Pulled from the EPTC lease to clarify that Approved Costs, in excess of rent owed for any given year, can be carried over to offset rent obligations in future years.

The Lessee shall have no right or claim of compensation of any nature from the Lessor in the event of a termination, assignment, or expiration of this Lease in circumstances where the Approved Costs of Initial Improvements and/or Alterations have not been applied by the Lessee to offset Annual Rent as of the date of such termination, assignment, or expiration of this Lease.

Section 6. USES OF PREMISES

6.1. Authorized Uses

The Lessee may use the Premises only for the following purposes:

Any and all legal purposes that are usual and customary in the operation of a racquet sports and fitness facility, including the operation and provision of related or incidental services such as retail shops, food and beverage sales (including alcoholic beverages), training facilities, and tournaments (with prior NPS approval and in accordance with all Applicable Laws, regulations, policies of the NPS, and the ROD). The services and amenities offered must be consistent with those offered at comparable or superior public racquet sports and fitness facilities located in Maryland, Virginia, and the District of Columbia.

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~~[Describe authorized uses.]~~

Commented [WK9]: Need to make sure that the Conversion memo and Leasing determinations use "racquet sports" instead of tennis, given the popularity of both pickleball and paddleball.

The uses outlined in this section may be subject to change based on the Offerors proposed use of the facility.

Without limiting the generality of the foregoing, Lessee is authorized to (a) determine, establish, and implement operational and managerial policies, procedures, and schedules; (b) establish and implement all playing fee categories and rates; (c) implement grounds maintenance practices that adhere to all applicable environmental laws; (d) hire, train, and supervise employees; (d) organize and provide fee-based and complimentary lessons for all levels of playing ability and age groups; (e) supervise and direct all advertising and business promotions for the operations; and (f) establish accounting, reporting, banking, and payroll procedures for the individual facilities and for the managerial entity as a whole.

Commented [WK10]: I have included this section from the EPTC lease.

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6.2. Changes to Authorized Uses

The Lessee may not use the Premises for a purpose other than the purposes described in Section 6.1 above without the Lessor's prior written approval. The Lessor may, but is not obligated to, approve a requested change to authorized uses only if the Lessor has determined that the proposed use is consistent with all Applicable Laws, including Part 18, ~~and~~ the Park Area's General Management Plan, the ROD, and that the use will not have an adverse impact on the Lessor's ability to manage and protect the Park Area's resources and visitors.

6.3. Compliance with Applicable Laws

The Lessee must comply with all Applicable Laws in its use and occupancy of the Premises.

6.4. Prohibited Uses

In no event may the Premises be used for any purpose that is not permissible under Part 18 or, even if so permissible, may be dangerous to life, limb, property, or public health; that in any manner causes or results in a nuisance; that is of a nature that it involves substantial hazard, such as the manufacture or use of explosives, chemicals or products that may explode; that otherwise harms the health or welfare of Park Area resources or visitors; or that results in any discharge of Hazardous Materials in, on, or under the Premises.

6.5. Site Disturbance

The Lessee may not cut any timber or remove any other landscape features of the Premises such as shrubs or bushes without the Lessor’s prior written approval. provided, however, that the foregoing does not prohibit the Lessee from performing landscape maintenance in accordance with accepted professional standards of landscape management practice, including the removal of trees, shrubs, or bushes that are dead, below the height specified, or with a diameter less than specified, as approved by the Lessor in the Lessee’s Preservation and Maintenance Plan. The Lessee may not conduct mining or drilling operations, remove sand, gravel, or similar substances from the ground, or commit waste of any kind on the Premises.

Commented [WK11]: Copied from the EPTC lease to allow for the ongoing maintenance of the Premises. Park will need to advise if there are additional restrictions that need to be placed on the lessee to ensure that these activities do not adversely impact the Rock Creek Historic District or the Park Area resources.

6.6. Protection of Cultural and Archeological Resources.

The Lessee must ensure that any protected sites and archeological resources within the Park Area are not disturbed or damaged by the Lessee except in accordance with Applicable Laws and only with the prior written approval of the Lessor. Discoveries of any archeological resources by the Lessee must be promptly reported to the Lessor. The Lessee must cease work or other disturbance, which may impact any protected site or archeological resource until the Lessor may grant approval to continue upon such terms and conditions as the Lessor deems necessary to protect the site or resource.

6.7. Signs

The Lessee may not post signs on the Premises of any nature without the Lessor’s prior written approval. The Lessee must submit a proposal to the Lessor for any signage and Any approval of a sign that may be given by the Lessor will specify the type, size, and other appropriate conditions concerning its display. The Lessor may post signs on the Premises as appropriate for the administration of the Park Area.

Commented [WK12]: Revisions have been taken from the EPTC lease.

6.8. Permits and Approvals

Except as otherwise may be provided in this Lease, the Lessee is solely responsible for obtaining, at its expense, any permit or other governmental action necessary to permit its activities under this Lease.

6.9. Alterations

The Lessee may not make any Alterations of any nature to the Premises without the Lessor’s prior written approval. To the extent approval of Alterations requires review and approval by the United States Commission on Fine Arts (“CFA”) or National Capital Planning Commission (“NCPC”), the Lessor agrees to cooperate with the Lessee in promptly pursuing said approvals and to coordinate with the respective agencies related to all approvals needed for federal government projects, if any.

Commented [WK13]: Taken from the EPTC lease

Section 7. RECORDS AND AUDITS

The Lessee must provide the Lessor and its agents and affiliates, including the Comptroller General of the United States, access to all books and records relating to the Premises and the Lessee's use of the Premises under this Lease for the purpose of conducting audits to verify the Lessee's compliance with the terms and conditions of this Lease for any of the five (5) preceding Lease Years. The Lessee must keep and make available to the Lessor these books and records at a location on the Premises or within the locale of the Park Area. The Lessee must, if requested by the Lessor, provide the Lessor with complete information and data concerning the Lessee's operations and operating results, including information and data regarding [specify particular types that relate to the Lessee's particular operations].

Section 8. INITIAL IMPROVEMENTS BY LESSEE

As a condition of this Lease and in accordance with Section 9 below, the Lessee must commence and engage diligently in the construction of the following Initial Improvements in accordance with Construction Documents approved by the Lessor. The Lessee must commence the construction of the Initial Improvements by _____ and must complete construction by _____.

~~[Describe the Initial Improvements to be constructed. The description should be as detailed as possible and include a completion schedule or phasing schedule where applicable. The description of the required Initial Improvements will be dependent upon the selected Offerors proposal, subject to negotiation and final approval by the Lessor]~~

Section 9. CONSTRUCTION APPROVAL

9.1. In General

The Lessee may undertake Improvements to the Premises only with the Lessor's prior written approval and only at the Lessee's sole expense. The Lessee must undertake and complete all Improvements in strict accordance with all Applicable Laws and approved Construction Documents, and must ensure that all work is performed in a good and workmanlike manner and with materials of at least the quality and standard of materials used in comparable facilities in the locale of the Park Area. To ensure compliance with this requirement, the Lessee must designate a construction manager who will be the Lessor's principal point of contact for the project and who must be physically present at the work site or readily available during all ongoing work. The Lessee must, upon request, furnish the Lessor a copy of any contract with the Lessee's general contractor, architects, or consultants. The Lessor may restrict access to or close part or all of the Premises during the construction of Improvements if the Lessor determines that doing so is necessary to protect public health or safety or Park Area resources.

Improvements made by the Lessee without the Lessor's prior written approval as described in this section are prohibited. In the event any non-compliant Improvements are made by the Lessee, the Lessor may terminate this Lease for default and require the Lessee to remove the non-compliant Improvements at the Lessee's sole expense. The Lessee's costs for non-compliant Improvements are not eligible for Rent Offset.

9.2. Delay Caused by a Force Majeure

The Lessee will not be considered in default for a delay in the completion of Improvements that the Lessor determines is caused by a Force Majeure. If the Lessor determines that the completion of

Improvements is delayed by a Force Majeure, the Lessor and the Lessee will execute an amendment to this Lease granting the Lessee an additional period of time to complete the Improvements equal to the period of the delay caused by the Force Majeure.

9.3. Utilities During Construction

In the preparation of proposed Construction Documents, the Lessee must review plans for the location of existing utilities that may be affected by any Lessee Improvements. The Lessee must obtain all necessary utility plans and permits from the appropriate public utility companies.

9.4. Site Inspection

At any time during the performance of work on Improvements to the Premises, the Lessor's inspector or representative may inspect or observe ongoing work or the work site. Notwithstanding the foregoing, the Lessor is not responsible for supervising or overseeing ongoing work or ensuring the safety of the work site. During the performance of all work on Improvements, the Lessee must maintain on the Premises a copy of the current, annotated Construction Documents for inspection by the Lessor.

9.5. Approval of Construction

Before commencing construction of any Improvements to the Premises, the Lessee must obtain the Lessor's written approval of the proposed Improvements. The Lessee's request for the Lessor's approval of the proposed Improvements must be in writing and must include:

- (a) proposed Construction Documents;
- (b) if required by the Lessor, evidence of the availability of funding for the Improvements;
- (c) documentation that required construction insurance is in effect; and
- (d) other information as required by the Lessor.

9.6. Construction Documents

The proposed Construction Documents submitted to the Lessor must be complete and must show all material elements of the proposed Improvements to the Lessor's satisfaction. When the proposed Construction Documents are approved by the Lessor, they will become an exhibit to this Lease without further action by either party.

9.7. General Scope of Lessor's Review

The Lessor will not approve proposed Construction Documents unless it has determined that the proposed Improvements are appropriate for the Park Area and consistent with all Applicable Laws, including Part 18 and the Park Area's General Management Plan. The Lessor's approval of the proposed Improvements is subject to any required compliance with the National Environmental Policies Act (NEPA, 42 U.S.C. §§ 4321 et seq.) and Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108). NCPC review pursuant to 40 U.S.C. § 8722, and CFA review pursuant to 40 U.S.C. §§ 9101-9104. The Lessor will coordinate any required compliance with NEPA and Section 106 of the NHPA and will also take the lead in requesting any requisite concept and formal reviews and approvals by the NCPC and CFA.

Commented [WK14]: This sentence was added to the EPTC lease as these are necessary approvals for construction projects with the NCR.

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9.8. Changes to Approved Construction Documents

Any material changes to the approved Construction Documents, costs of the Improvements, and any deviations in actual construction from these documents are subject to the Lessor's prior written approval under the procedures stated in this Section. If the Lessor approves the proposed changes, the Lessor will issue the Lessee a written change order that will become an exhibit to this Lease without further action by either party.

Commented [WK15]: Included as part of the EPTC lease.

9.9. Special Considerations for Historic Property

If proposed Improvements relate to Historic Property, the Lessor will not approve proposed Construction Documents unless it has determined that they comply with the Secretary's Treatment Standards; NPS 28; and any conditions that may be imposed on the Improvements through compliance with other Applicable Laws, including NEPA and Section 106 of the National Historic Preservation Act.

9.10. Evidence of Adequate Funds

As a condition to the approval of the construction of Improvements, the Lessee must demonstrate to the Lessor's satisfaction with appropriate documentation that it has available to it funds adequate to undertake and complete the project in accordance with all terms and conditions of the approved Construction Documents.

9.11. Notice to Proceed

The Lessee may not commence construction of the Improvements until the Lessor has issued a written notice to proceed as evidence of its approval of the Construction Documents. The notice to proceed will contain terms and conditions for construction of the Improvements that the Lessor deems necessary and appropriate.

9.12. Construction Completion Procedures

Upon completion of the Improvements, the Lessee must submit to the Lessor (in formats specified by the Lessor):

- (a) a notice of completion;
- (b) if requested by the Lessor, satisfactory evidence of the payment of all expenses, liabilities, and liens arising out of or in any way connected with the Improvements;
- (c) a complete set of "as built" drawings showing all revisions and substitutions during the construction period, including field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural member, walls, partitions and other significant features of the Improvements; ~~and~~
- (d) any modifications to the Inventory and Condition Report (Exhibit C) as of the completion of the Improvements; and
- (e) Invoices (if Rent offsets are requested), approved change orders, specifications, warranties, instruction manuals, and other documents the Lessor requests.

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This package, along with a visual inspection by the Lessor, will be required for the Lessee to accrue Rent Offsets (if applicable) and close out of the project.

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Upon the Lessor's approval of the completion of the Improvements, the Lessor will issue a "Certificate of Occupancy" or similar document authorizing the Lessee to occupy the Premises.

9.13. Lessor's Right to Utilize Construction Documents ~~Optional~~

Upon expiration or termination of this Lease, the Lessee must assign and deliver to the Lessor as the Lessor's sole property all architectural, engineering, and other drawings, plans, specifications, and studies relating to the Premises. In order to assure the Lessor that it will have the legal right to use such drawings, plans, specifications, and studies, the Lessee must include in its agreements with the architects, engineers, and other professionals who prepared such items and who have any proprietary rights with respect to such items (including the rights to use thereof in connection with the Premises) provisions whereby the Lessee and the Lessor will have the right to use such materials in connection with the Premises. In furtherance and not in limitation thereof, the Lessee (referred to below as the "Owner") must include in such agreements the following provisions:

The drawings, plans, specifications, and studies prepared by the Architect for this Project ("Documents") are instruments of the Architect's service and, unless otherwise provided in writing, the Architect will be deemed the author of these Documents and will retain all common law, statutory, and other reserved rights, including the copyright. For the purpose of completing this Project or for any other purpose, the Architect and its consultants hereby (i) grant to Owner and the National Park Service an irrevocable, fully paid-up, perpetual, worldwide license to copy and use such Documents for completion of this Project or for any other purpose and (ii) consent to the use by Owner and the National Park Service, and of the modification by other design professionals retained by Owner or the National Park Service, of the Documents. The Architect will have no responsibility or liability to the Owner or the National Park Service with respect to any modification to the Documents made by the Owner or National Park Service or any other design professional retained by the Owner or National Park Service. Furthermore, except where the Architect is found to be liable for such claim, damage or loss, the Owner will hold Architect harmless from any such claim, damage or loss arising out of the modification of the Documents by Owner or the National Park Service or another design professional. The Owner and the National Park Service are permitted to retain copies, including reproducible copies, of the Documents for information and reference in connection with the use and occupancy of the Project.

Notwithstanding the foregoing, the Architect acknowledges and consents to the use and ownership by the National Park Service, or its designees or assignees, of said Documents in accordance with the Lease between the Owner (as the Lessee) and the National Park Service (as the Lessor) for the Premises leased to the Lessee, and the Architect agrees to deliver copies of the Documents to the National Park Service upon written request from the National Park Service, provided that the National Park Service agrees to pay the Architect's reasonable duplication expenses. The Architect represents and warrants that the Documents will not infringe or misappropriate the rights of any third party, and the Architect indemnifies and will defend and hold harmless the Owner and the National Park Service, and their officers, directors, employees, representatives, and agents from and against any lawsuit, legal proceeding, action, claim, cause of action, demand or liability that arises from any act or omission of the Architect or its officers, directors, employees, representatives, agents, or contractors related to any alleged violation, infringement, unauthorized use or misappropriation of any intellectual property of any third parties arising from or in conjunction with the use and ownership of the Documents.

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Section 10. MAINTENANCE AND REPAIR

10.1. Lessee's Responsibilities

The Lessee is solely responsible for the repair and maintenance of the Premises during the Lease Term. This responsibility includes, without limitation:

- (a) the performance of all repairs, maintenance, and replacement (whether structural or non-structural, foreseen or unforeseen, ordinary or extraordinary) necessary to maintain the Premises and the Improvements thereon in good order, condition, and repair in a manner consistent with the operation of comparable facilities in the locale of the Park Area and in compliance with all Applicable Laws;
- (b) the replacement, as it becomes worn out or obsolete, of all Personal Property;
- (c) housekeeping and routine and periodic work scheduled to mitigate wear and deterioration without altering the appearance of the Premises;
- (d) the repair or replacement in-kind of broken or worn out elements, parts or surfaces so as to keep the existing appearance of the Premises;
- (e) scheduled inspections of all building systems on the Premises;
- (f) maintaining the grounds of the Premises in good condition, including regular grass mowing, managed lawn and ornamental plantings, and avoidance or removal of unsightly storage or parking of materials, equipment, or vehicles; and
- (g) paying to the proper authority, when and as the same become due and payable, all taxes and assessments imposed by federal, state, or local agencies applicable to the Premises or the Lessee's activities on the Premises.

(h) removal of ice and snow in accordance with the Lessee's approved Preservation and Maintenance Plan, which will be subject to the Park Area's standard practices.

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10.2. Preservation and Maintenance Plan

The Lessee must submit a proposed Preservation and Maintenance Plan to the Lessor for its approval within 120 calendar days of the Commencement Date. The plan must be satisfactory to the Lessor and consistent with the requirements of the Secretary's Treatment Standards and NPS 28. The Lessor will provide the Lessee with an example of an acceptable Preservation and Maintenance Plan. This plan will include a plan for preservation projects in the coming calendar year and a maintenance calendar and standards. Once approved by the Lessor, the Lessee must comply with the plan's terms and the plan will be included as Exhibit E to this Lease. After consulting with the Lessee, the Lessor may make reasonable modifications to the plan from time to time to reflect changing maintenance and repair needs of the Premises.

10.2. Maintenance Plan

Commented [WK17]: EPTC Lease used this language for a combined Preservation and Maintenance Plan and it would seem appropriate to use this language in this lease.

~~If requested by the Lessor, the Lessee must submit to the Lessor for its approval a Lessee Maintenance Plan satisfactory to the Lessor. The plan, when approved by the Lessor, will become an exhibit to this~~

~~Lease without further action, and the Lessee must comply with its terms. After consulting with the Lessee, the Lessor may make reasonable modifications to the plan from time to time to reflect changing maintenance and repair needs of the Premises.~~

~~10.3. Preservation Maintenance Plan~~

~~If the Premises (or any part of the Premises) are Historic Property, the Lessee must repair and maintain all portions of the Premises that are Historic Property through a Preservation Maintenance Plan prepared by the Lessee and approved by the Lessor as appropriate and consistent with the requirements of the Secretary's Treatment Standards and NPS 28. The Lessee must submit a proposed Preservation Maintenance Plan to the Lessor within thirty (30) calendar days of the Commencement Date. The plan, when approved by the Lessor, will become an exhibit to this Lease without further action, and the Lessee must comply with its terms. After consulting with the Lessee, the Lessor may make reasonable modifications to the plan from time to time to reflect changing maintenance and repair needs of the Premises.~~

10.3.4. Maintenance Reserve Account [Optional]

(a) The Lessee must establish and manage a Maintenance Reserve Account. The funds in the Maintenance Reserve Account will be used to carry out, on a project-by-project basis, repair and maintenance needs of the Premises that are non-recurring within a seven-year time frame. Such projects may include repair or replacement of foundations, building frames, window frames, sheathing, sub floors, drainage, rehabilitation of building systems such as electrical, plumbing, built-in heating and air conditioning, roof replacement and similar projects. The Lessee will carry out projects as the Lessor directs in writing in advance of any expenditure being made and in accordance with project proposals approved by the Lessor. No projects may be commenced until the Lessee receives written approval from the Lessor in accordance with Section 10 of this Lease.

(b) Projects paid for with funds from the Maintenance Reserve Account will not include routine, operational maintenance of facilities or housekeeping and grounds keeping activities. Nothing in this section lessens the responsibility of the Lessee to carry out the maintenance and repair of the Premises from funds other than those in the Maintenance Reserve Account.

(c) The Lessee must establish the Maintenance Reserve Account within its accounting system. The Lessee must deposit into this account, within fifteen calendar (15) days after the last day of each month during the Lease Term, a sum equal to: _____ percent (____%) of the Gross Revenues (as defined in Section 5.4(b) of this Lease) for the previous month. If the Lessee fails to make timely deposits into the account, the Lessor may terminate this Lease for default or may require the Lessee to post a bond in an amount equal to the estimated annual account deposits based on the preceding year's Gross Revenues. The Lessee must periodically at times prescribed by the Lessor submit written reports to the Lessor containing such information as the Lessor may require concerning the Maintenance Reserve Account and the related activities of the Lessee.

(d) The balance in the Maintenance Reserve Account will be available for projects in accordance with its purpose. For all expenditures made for each project from the Maintenance Reserve Account, the Lessee must maintain auditable records, including invoices, billings, canceled checks, and other documentation required by the Lessor. The Lessor must approve in writing all withdrawals or expenditures from the account.

(e) Failure to expend Maintenance Reserve Account funds when directed by the Lessor will be considered as a material breach of this Lease for which the Lessor may seek monetary damages and other legal relief.

including termination of this Lease.

(f) At the termination or expiration of this Lease, the Lessee must pay all unexpended Maintenance Reserve Account funds to the Lessor as Additional Rent.

Section 11. UTILITIES

At its sole expense the Lessee must make all arrangements with appropriate utility providers (including the Lessor, where applicable), for all utilities furnished to the Premises, including gas, electricity, other power, water, cable, telephone and other communication services, sewage, and waste removal. Any utility service provided by the Lessor will be subject to the Lessor's established policies and procedures, including NPS Director's Order #35B, for the provision of utility services.

Section 12. HAZARDOUS MATERIALS

The following provisions apply to Hazardous Materials associated with the Premises:

- (a) No Hazardous Materials may be used, treated, kept, stored, sold, released, discharged or disposed of from, on, about, under, or into the Premises, except in compliance with all Applicable Laws and as approved by the Lessor in writing;
- (b) The Lessee must use, manage, treat, keep, store, release, discharge and dispose of its approved Hazardous Materials in accordance with all Applicable Laws. The Lessee is responsible for timely acquisition of any permits required for its Hazardous Materials and related activities and will be fully responsible for compliance with the provisions and conditions of such permits;
- (c) If any Hazardous Materials Occurrence caused by the Lessee results in any contamination of the Premises, other Park Area property or neighboring property, the Lessee must promptly take all actions at its sole expense as are required to comply with Applicable Laws and to allow the Premises or such other property to be used free of any use restriction imposed under Applicable Laws as a result of the Hazardous Materials Occurrence. Except in cases of emergency, the Lessor's written approval of such actions must first be obtained;
- (d) The Lessee at its expense is responsible for the abatement of Hazardous Materials in accordance with Applicable Laws in, on, or under the Premises as of the Commencement Date and thereafter; and
- (e) If the Lessee discovers any unapproved Hazardous Materials in or on the Premises or becomes aware of a Hazardous Materials Occurrence related to the Premises, the Lessee must immediately notify the Lessor.

Section 13. INSURANCE AND INDEMNIFICATION

13.1. Insurance During the Lease Term

At all times during the Lease Term and at the Lessee's sole expense, the Lessee must obtain and keep in force for the benefit of the Lessee and the Lessor the insurance coverages set forth in Exhibit B to this Lease under the terms and conditions set forth in Exhibit B

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13.2. Insurance Requirements Modification

No more often than once per Lease Year, the Lessor may review the insurance coverages required by Exhibit B of this Lease to determine whether those coverages are sufficient to protect the Lessor's interests as owner of the Premises. If the Lessor determines that the insurance coverages are not sufficient, then the Lessor may adjust or change the required insurance, and the Lessee, at its sole expense, must obtain insurance that meets the new requirements.

13.3. Disposition of Insurance Proceeds

All insurance proceeds received by or payable with respect to damage or destruction of the Premises (except proceeds of insurance covering loss or damage of the Lessee's Personal Property), less actual expenses incurred in connection with their collection, must be held by the Lessee in one or more federally insured, interest-bearing accounts, with all interest accrued thereon deemed proceeds of insurance for purposes of this Lease. However, if required by the Lessor, an insurance trustee acceptable to the Lessor may hold such proceeds for use in accordance with this Lease.

13.4. Inadequate Insurance Coverage

The Lessee is solely responsible for any inadequacy of insurance coverage or any failure of insurers. Nothing in this Lease and no oral or written statement or communication by the Lessor acknowledging that the Lessee's insurance satisfies the requirements in Exhibit B to this Lease constitutes the Lessor's approval of the Lessee's insurer or insurance coverage; or alters in any way the Lessee's sole responsibility and liability for any inadequacy of insurance coverage or any failure of insurers.

13.5. Indemnification of Lessor

The Lessee hereby agrees to save, hold harmless and indemnify the Lessor and its employees, agents, successors, and assigns for all losses, damages, or judgments and expenses resulting from personal injury, death, or property damage of any nature arising out of the Lessee's activities under this Lease, or the activities of the Lessee's employees, agents, Sublessees, or contractors; out of the design, construction, maintenance, or condition of Improvements on the Premises; or out of the condition of the Premises. Notwithstanding the foregoing, the Lessor may be liable for the negligent or wrongful acts or omissions of its employees to the extent authorized by the Federal Tort Claims Act (codified as amended primarily at 28 U.S.C. §§ 2671 et seq.) or as otherwise expressly authorized by Applicable Laws. The provisions of this section will survive the Expiration Date or Termination Date of this Lease.

Section 14. DAMAGE OR DESTRUCTION

14.1. Damage or Destruction; Duty to Restore

If the Premises or any portion thereof are damaged or destroyed at any time during the Lease Term, one of the following will occur as directed by the Lessor:

- (a) the Lessee, subject to the Lessor's prior written approval, must as promptly as reasonably practicable and with all due diligence repair or replace the damaged or destroyed Premises to the condition that existed prior to the damage or destruction; or
- (b) the Lessor may terminate this Lease without liability and the Lessee must pay the Lessor as Additional Rent the insurance proceeds resulting from the damaged or destroyed Premises.

14.2. No Termination; No Effect on Rental Obligation

No loss or damage by fire or other cause resulting in either partial or total destruction of the Premises, the Improvements thereon, or any other property on the Premises will operate to terminate this Lease except as provided in Section 14.1 of this Lease. Except as otherwise may be provided for in this Lease, no such loss or damage will affect or relieve the Lessee from the Lessee's obligation to pay the Rent required by this Lease and in no event will the Lessee be entitled to any prorated return or refund of Rent paid hereunder. Unless this Lease is terminated under Section 14.1, no such loss or damage will relieve or discharge the Lessee from the payment of taxes, assessments, or other charges as they become due and payable, or from performance of the other terms and conditions of this Lease.

Section 15. LIENS

15.1. No Power in Lessee to Create

The Lessee has no power to take any action that may create or be the foundation for any lien, mortgage or other encumbrance upon the reversion, fee interest or other estate of the Lessor or of any interest of the Lessor in the Premises, except as otherwise may be expressly approved by the Lessor in writing in accordance with the terms of this Lease.

15.2. Discharge of Liens by Lessee

The Lessee may not permit any liens to be filed or to stand against the Premises for any reason. If a lien is filed against the Premises, the Lessee must cause it to be discharged of record within sixty calendar (60) days after notice to the Lessee of filing the lien. If the Lessee fails to discharge or contest the lien within this period and the failure continues for a period of fifteen calendar (15) days after notice by the Lessor, then, in addition to any other right or remedy of the Lessor, the Lessor may, but is not required to, procure the discharge of the lien either by paying the amount claimed to be due, by deposit in court, or by bonding. All amounts paid or deposited by the Lessor for any of these purposes, and all other expenses of the Lessor and all necessary disbursements in connection with them, will become due and payable forthwith by the Lessee to the Lessor upon written demand therefore as Additional Rent.

15.3. No Consent or Request by Lessor

Nothing in this Lease constitutes the Lessor's express or implied consent, request, or authorization for any person or entity to perform any labor or furnish any materials in connection with the Premises.

Section 16. ASSIGNMENTS AND ENCUMBRANCES

16.1. Assignments

The Lessee may not effectuate an Assignment or Sublease of this Lease, in whole or in part, or grant any right, interest, privilege, or license whatsoever in connection with this Lease, without the Lessor's prior written approval. The Lessor may, but is not obligated to, approve or disapprove a requested Assignment or Sublease. In no event, however, will the Lessor approve an Assignment or Sublease unless the Lessor has determined that the proposed assignee or Sublessee is financially and managerially capable of carrying out the terms of this Lease.

The Lessor may assign this Lease or any or all of its rights or obligations under this Lease at any time.

16.2. Encumbrances

The Lessee may not effectuate an Encumbrance on the Premises without the Lessor's prior written approval. The Lessor may, but is not obligated to, approve or disapprove any requested Encumbrance. In no event, however, will the Lessor approve an Encumbrance unless the Lessor has determined that the Encumbrance only grants its holder, in the event of a foreclosure, the right to assume the Lessee's responsibilities under this Lease or to select a qualified new lessee, subject to the Lessor's written approval, and that it does not purport to grant its holder any rights to alter or amend the Lease's terms or conditions.

16.3. Transfer Premium [Optional]

~~If the Lessor approves an Assignment or Sublease of this Lease, the Lessee must pay to the Lessor as Additional Rent _____ percent (____%) of any "transfer premium" the Lessee receives from the assignee or Sublessee. "Transfer premium" means all rent, additional rent, or other consideration payable by such assignee or Sublessee to the Lessee in excess of the Rent payable by the Lessee to the Lessor under this Lease. The Lessee must pay the percentage of the transfer premium due to the Lessor within fifteen (15) calendar days after the Lessee receives any transfer premium from the assignee or Sublessee.~~

~~[Refer to the policy memorandum from the Associate Director, Business Services to Regional Directors, subject "Guidance on Inclusion of Transfer Premium Provisions in National Park Service Leases," dated June 20, 2021, for guidance on the determinations that must be made and documented before including a transfer premium provision in a lease.]~~

Section 17. DEFAULTS AND LESSOR'S REMEDIES

17.1. Termination for Default

The Lessor may terminate this Lease for default if the Lessee fails to perform any of its responsibilities or obligations under this Lease. Before terminating this Lease for default, the Lessor will provide the Lessee with a Notice of Default giving the Lessee fifteen (15) calendar days to cure a monetary default or thirty (30) calendar days to cure a non-monetary default. Notwithstanding the foregoing, if the Lessor determines that the Lessee is in default of the Lease and the Lessor has provided the Lessee two or more Notices of Default of any nature within the preceding twelve (12) months, then the Lessor may immediately terminate this Lease for default without providing the Lessee with further Notice of Default or the opportunity to cure the default.

If the Lessee does not cure its default within the applicable cure period, or if a cure period is not required, then the Lessor may terminate this Lease through written notice to the Lessee and require the Lessee to immediately remove its Personal Property from, and to vacate, the Premises. If the Lessee fails to remove all of its Personal Property from the Premises by the Termination Date or a later date specified by the Lessor in the notice of termination, then the Lessor may impound or otherwise dispose of that property in accordance with 36 C.F.R. § 2.22.

17.2. Bankruptcy

The Lessor may terminate this Lease in the event of a filing or execution of: (a) a petition in bankruptcy by or against the Lessee which is not dismissed within ninety (90) calendar days of its filing; (b) a petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor; (c) an assignment for the benefit of creditors; (d) a petition or other proceeding against the Lessee for the appointment of a trustee, receiver, or liquidator; or (e) the taking by any person of the leasehold created

by this Lease or any part thereof upon execution, attachment, or other process of law.

17.3. No Waiver

Neither the Lessor's failure to insist upon the strict performance of any of the terms and conditions of this Lease or to exercise any right or remedy upon a default nor the Lessor's acceptance of full or partial Rent during the continuance of any default will constitute a waiver of any default or of such terms and conditions. No terms and conditions of this Lease may be waived or modified except by a written instrument executed by the Lessor. No waiver of any default will affect or alter this Lease, but each and every term and condition of this Lease will continue in full force and effect with respect to any other then existing or subsequent default.

17.4. Lessor's Right to Cure Defaults

If a default occurs under the terms of this Lease and the Lessee fails to correct the default within the applicable cure period, the Lessor may choose to correct the default (entering upon the Premises for such purposes if necessary), and the Lessor will not be liable or in any way responsible for any loss, disturbance, inconvenience, or damage resulting to the Lessee as a result, and the Lessee must pay to the Lessor upon demand the entire expense of the correction as Additional Rent, including the cost of consultants or contractors hired by the Lessor to correct the default and related expenses. The Lessor may act upon shorter notice or no notice at all if necessary in the Lessor's judgment to meet an emergency situation, governmental time limitation, or to protect the Lessor's interest in the Premises.

Section 18. SURRENDER AND HOLDING OVER

18.1. Surrender of the Premises

(a) On or before the Expiration Date or Termination Date of this Lease, the Lessee must surrender and vacate the Premises; remove the Lessee's Personal Property from the Premises; and return the Premises, including the Lessor's Personal Property, to as good an order and condition as that existing upon the Commencement Date, or, if applicable, as that existing upon the completion of any Improvements by the Lessee, ordinary wear and tear excepted.

(b) For these purposes, the Lessor and the Lessee will prepare an Inventory and Condition Report of the Premises to constitute the basis for settlement by the Lessee to the Lessor for the Lessor's Personal Property, or elements of the Premises shown to be lost, damaged or destroyed. Any such Personal Property, or other elements of the Premises must be either replaced or returned to the condition required under this Section by the Lessee, ordinary wear and tear excepted, or, at the election of the Lessor, reimbursement made therefor by the Lessee at the then current market value thereof.

18.2. Holding Over

This Lease will end upon the Expiration Date or Termination Date and any holding over by the Lessee or the acceptance by the Lessor of any form of payment of Rent or other charges after such date will not constitute a renewal of this Lease or give the Lessee any rights under this Lease or in or to the Premises.

Section 19. NONDISCRIMINATION AND EMPLOYMENT LAWS

The Lessee and the Lessee's contractors must comply with the requirements of all Applicable Laws relating to nondiscrimination in employment and in providing facilities and services to the public. The Lessee will do nothing in advertising for employees that will prevent those covered by these laws from

qualifying for such employment. The Lessee must comply with all provisions of Executive Order 13706 of September 30, 2016, (Establishing Paid Sick Leave for Federal Contractors) and its implementing regulations, including the applicable contract clause, codified at 29 C.F.R. pt. 13, all of which are incorporated by reference into this Lease as if fully set forth in this Lease. The Lessee must comply with all provisions of Executive Order 13496 of January 30, 2009, (Notification of Employee Rights Under Federal Labor Laws) and its implementing regulations, including the applicable contract clause, codified at 29 CFR part 471, appendix A to subpart A, all of which are incorporated by reference into this Lease as if fully set forth in this Lease. The Lessee certifies that it does not operate any programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws. The Lessee agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of the False Claims Act, 31 U.S.C. § 3729(b)(4).

Section 20. NOTICES

Except as otherwise provided in this Lease, any notice, consent, or other communication required or permitted under this Lease must be in writing and must be delivered by hand, sent by courier, or sent by prepaid registered or certified mail with return receipt requested to the following addresses (or to such other or further addresses as the parties may designate by notice given in writing to the other party):

If to the Lessor:

~~[Lessor's address and name of person to whom the notice should be addressed]~~ Office of Business Services
National Capital Region
1100 Ohio Drive SW
Washington, DC 20242

If to the Lessee:

~~[Lessee's address and name of person to whom the notice should be addressed]~~

Section 21. GENERAL PROVISIONS

The following general provisions apply to this Lease:

- (a) The Lessor is not for any purpose a partner or joint venture participant of the Lessee in the development or operation of the Premises or in any business conducted on the Premises. Under no circumstances will the Lessor be responsible or obligated for any losses or liabilities of the Lessee. The Lessee may not publicize, or otherwise circulate, promotional or other material of any nature that states or implies endorsement of the Lessee or its services or products by the Lessor or any other governmental agency.
- (b) This Lease is not intended to, and does not, confer upon any person or entity, other than the parties hereto, any right or interest, including any third party beneficiary status or any right to enforce any provision of this Lease.
- (c) This Lease provides no right of renewal or extension to the Lessee, nor does it provide the Lessee with the right to award of a new lease upon termination or expiration of this Lease. No rights will be acquired by virtue of this Lease entitling the Lessee to claim benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.

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(d) The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Lessor will have the right to immediately terminate this Lease for default.

(e) If one or more provisions of this Lease are held to be invalid for any reason, such invalidity will not affect any other provision of this Lease, and this Lease will be construed as if the invalid provisions had not been contained in this Lease.

(f) All exhibits that may be referenced in this Lease are hereby attached to and incorporated in this Lease. The Lessor, after consultation with the Lessee, may make reasonable modifications to these exhibits without Lease amendment and as set forth in each exhibit that are in furtherance of the purposes of this Lease and not inconsistent with the terms and conditions of the main body of this Lease.

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EXHIBIT A: Maps and Depiction of Premises

EXHIBIT B: Insurance Requirements

EXHIBIT C: Inventory and Condition Report

EXHIBIT D: Initial Improvements by Lessee

EXHIBIT E: Preservation and Maintenance Plan

~~All exhibits that may be referenced in this Lease are hereby attached to and incorporated in this Lease.~~

Commented [WK19]: Will need to renumber and cross reference all Exhibits to this lease to ensure consistency.

Will also need to resolve any discrepancies with references to these exhibits and Draft Lease Sections within the RFP - WGK

(g) Time is of the essence to this Lease and all of its terms and conditions.

(h) The laws of the United States govern the validity, construction, and effect of this Lease.

(i) This Lease constitutes the entire agreement between the Lessor and the Lessee with respect to its subject matter and supersedes all prior offers and negotiations, oral or written. This Lease may not be amended or modified except by a written instrument executed by the Lessor and the Lessee.

(j) The voluntary sale or other surrender of this Lease by the Lessee to the Lessor, or a mutual cancellation, or the termination by the Lessor pursuant to any provision of this Lease, will not work a merger, but, at the option of the Lessor, may either terminate any or all existing Subleases hereunder or operate as an Assignment to the Lessor of any or all Subleases.

(k) If more than one lessee is named in this Lease, each lessee is jointly and severally liable for performance of the obligations of this Lease.

(l) Any and all remedies available to the Lessor for the enforcement of the provisions of this Lease are cumulative and are not exclusive, and the Lessor may pursue either the rights enumerated in this Lease or remedies authorized by law, or both. The Lessee will be liable for any costs or expenses incurred by the Lessor in enforcing any term of this Lease, or in pursuing legal action for the enforcement of the Lessor's rights, including court costs.

(m) The Lessee may not construct new buildings or structures on the Premises, except that, with the prior written approval of the Lessor, the Lessee may construct minor additions, buildings, or structures determined by the Lessor to be necessary for support of the uses authorized by this Lease.

(n) Nothing contained in this Lease binds the Lessor to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year or administratively allocated for the subject matter of this Lease, or to involve the Lessor in any contract or other obligation for the future expenditure of money in excess of such appropriations. This Lease is subject to cancellation by the Lessor in the exercise

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of its sovereign authority to the extent provided by Applicable Laws.

Section 22. INTELLECTUAL PROPERTY [This section may be removed with solicitor approval]

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22.1. Overview and Definitions

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The NPS administers an assortment of treasured American properties and resources across the National Park System (System). The NPS's responsibilities in administering the System include the protection of associated Intellectual Property. The following definitions apply for purposes of this Section:

"Intellectual Property" means all rights protecting tangible or intangible contributions, products, inventions (whether or not patentable, whether or not patented, and whether or not reduced to practice), marks (whether or not registerable, whether or not registered, and whether or not used in commerce), works of authorship (whether or not copyrightable), or other creations of the human mind; this term includes copyrights (in all media now known or hereinafter devised), Marks, patents or patent applications, patents to be issued pursuant thereto, and all divisions, continuations, reissues, substitutes, and extensions thereof, trade secrets, confidential business information, technical data, computer software, rights of publicity or privacy, name, image or likeness rights, and similar protections.

"Marks" means all trademarks, service marks, trade dress, corporate and brand identifications, and indicia, including without limitation word marks, logos and other picture marks, names, phrases, symbols, composite marks, institutional images, look and feel, images of such party's employees, taglines, web content, domain names, and other identifiers, used by such party to distinguish its goods or services, whether registered or not and whether in use or not.

"NPS Marks" means all Marks belonging to the Lessor, including those that are of System-wide significance, such as the National Park Service name and the Arrowhead symbol, or specific to the Park Area, including the name of such System unit and unit-specific locations, facilities, or programs, and all derivatives and variations thereof.

22.2. Rights and Ownership of NPS Marks

The Lessee acknowledges that the Lessor is the sole and exclusive owner of all right, title, and interest in and to all NPS Marks, as well as to all combinations, forms, and derivatives. The Lessee further acknowledges, represents, and warrants that it has not acquired and will not acquire (whether by operation of law, by this Lease, or otherwise) any right, title, interest, or ownership (collectively "Ownership Rights") in or to any NPS Marks or any part thereof. Should any Ownership Rights become vested in the Lessee, the Lessee agrees to assign, and hereby assigns, all such Ownership Rights to the Lessor free of consideration. The Lessee must immediately provide and execute all documents reasonably requested by the Lessor to effectuate and record each such assignment. The Lessee shall not, during the Lease Term or at any time thereafter, do anything which, in the Lessor's sole judgment, could in any way damage the validity and subsistence of the NPS Marks, such as opposing, disputing, attacking, or challenging any NPS Marks or any application for registration or registration thereof, or filing a conflicting application for registration with respect to any NPS Marks, or assisting others in doing so. The Lessee may not use any NPS Marks without the separate written approval of the Lessor or the Lessor's official designee for intellectual property or brand management.

22.3. Rights and Ownership of Other Intellectual Property

The Lessor recognizes the importance of the Lessee's ownership, maintenance, and protection of its own Intellectual Property. The parties acknowledge and agree that each party owns all rights, title, and interest in its respective Intellectual Property, and that neither party will acquire and will not claim rights in or title to the other party's respective Intellectual Property. To use the other party's Intellectual Property in furtherance of the purposes of the Lease, a party must obtain the other party's prior written approval. A party will promptly provide the other party written notice of any action, claim, or demand brought or threatened by a third party against it when arising out of its use of any Intellectual Property in furtherance of the purposes of the Lease. The Lessee represents and warrants that any Lessee Intellectual Property used to carry out the purposes of this Lease will not infringe or misappropriate the rights of the Lessor or any third party, and Lessee indemnifies and will defend and hold harmless the Lessor and its officers, employees, and agents from and against any lawsuit, legal proceeding, action, claim, cause of action, demand or liability that arises from any act or omission of the Lessee or its officers, directors, employees, representatives, agents, or contractors related to any alleged violation, infringement, unauthorized use or misappropriation of any Intellectual Property of any third parties arising from or in conjunction with activities performed to carry out the purposes of this Lease or as part of Lessee's business, programs, operations, or other activities occurring upon or related to the Premises.

IN WITNESS WHEREOF, the Regional Director, Region, National Park Service, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary of the Interior, as the Lessor; and the Lessee have executed this Lease by proper persons thereunto duly authorized as of the date heretofore written.

LESSOR:

THE UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE

By: _____
Print Name: _____
Title: _____
Date: _____

LESSEE:

()

By: _____
Print Name: _____
Title: _____
Date: _____

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EXHIBIT A: Inventory and Condition Report Map and Depiction of Lease Premises

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(Insert Inventory and Condition Report)

EXHIBIT B: Insurance Requirements

During the term of this Lease, the Lessee must maintain the following insurance coverage (where applicable as determined by the Lessor) under the following general terms and conditions and under such specific terms and conditions as the Lessor may further require with respect to each particular insurance policy.

1. Types of Insurance (Non-Construction)

(a) Property Insurance - An all risk or special form, including fire, vandalism and malicious mischief insurance. The amount of such insurance must be the full insurable value of the Premises. All such policies must specify that proceeds shall be payable whether or not any damaged or destroyed Improvements are actually rebuilt. All such policies must waive any requirement that a building or structure be replaced at its original site.

(b) Boiler and Machinery Insurance - At full replacement cost. The policy must specify that proceeds will be payable whether or not any damaged or destroyed Improvements are actually rebuilt. The policy must include an endorsement that waives any provision of the policy that requires a building or structure to be replaced at its original site, provided that, such endorsement does not operate to increase the insurance company's liability under the policy.

(c) Worker's Compensation and Employer's Liability Insurance - Worker's compensation insurance in the statutory amounts and coverage required under worker's compensation, disability and similar employee benefit laws applicable to the Premises and to the Lessee's use and occupancy of the Premises; and employer's liability insurance, with limits of not less than five hundred thousand dollars (\$500,000) for bodily injury per incident and five hundred thousand dollars (\$500,000) aggregate, or such higher amounts as may be required by law.

(d) General Liability - Comprehensive Farm Liability and/or Commercial General Liability through one or more primary and umbrella liability policies against claims for bodily injury and property damage occurring on the Premises, the Improvements thereon, or the streets, curbs or sidewalks adjoining the Premises, with such limits as may be required by the Lessor, but in any event not less than one million dollars (\$1,000,000) per incident and five million dollars (\$5,000,000) aggregate for the Premises. Such insurance must insure the performance by the Lessee of its indemnity obligations under this Lease.

~~(e) Business Interruption and Extra Expense Insurance - Business interruption and extra expense to cover the loss of income and continuation of fixed expenses in the event of damage to or loss of the Premises, including, with respect to the interests of the Lessor, the loss (or reduction) of Rent payments to the Lessor by the Lessee. Coverage amounts will be as required by the Lessor but in no event less than (\$) per incident and (\$) in the aggregate.~~

(~~e~~) Other - All other insurance that the Lessee should maintain to adequately protect the Premises, the Lessor, and the Lessee.

2. Insurance During Construction

At all times during Construction, the Lessee at its sole expense, must obtain and keep in force for the benefit of the Lessee and the Lessor the following insurance coverages:

(a) If requested by the Lessor at any time, performance and payment bonds approved by the Lessor, which bonds must cover payment of all obligations arising under all contracts let in connection with a Construction and guaranteeing performance and payment under the applicable contracts, and payment in

full of all claims for labor performed and materials supplied under such contracts. The bonds must be issued by a responsible surety company, licensed to do business in the state where the Park Area is located, in an amount not less than the amount of the respective contracts, including amounts for cost overruns, price increases, change orders, forced delays and the like, and must remain in effect until the entire work under the contracts is completed; and

(b) To the extent not covered by other property insurance maintained by the Lessee, comprehensive "all risk" or "special form" builder's risk insurance, including vandalism and malicious mischief, covering the Construction, all materials and equipment stored at the Premises and furnished under a construction contract, and all materials and equipment that are in the process of fabrication at the Premises of any third party or that have been placed in due course of transit to the Premises when such fabrication or transit is at the risk of, or when title to or an insurable interest in such materials or equipment, has passed to the Lessee, such insurance to be written on a completed value basis in an amount not less than the full estimated replacement cost of the Construction.

3. Conditions of Insurance

(a) The policy or policies required under this section must provide that in the event of loss, the proceeds of the policy or policies will be payable to the Lessee to be used solely for the repair or replacement of the property damaged or destroyed, as approved and directed by the Lessor, with any balance of the proceeds not required for repair, replacement, or removal paid to the Lessor; provided, however, that the insurer, after payment of any proceeds to the Lessee, will have no obligation or liability with respect to the use or disposition of the proceeds by the Lessee.

(b) All property and liability insurance policies must name the United States of America, on behalf of the National Park Service, as an additional insured.

(c) All of the insurance required by this section and all renewals must be issued by one or more companies of recognized responsibility licensed to do business in the state in which the Park Area is located with a financial rating of at least a Class B+ (or equivalent) status, as rated in the most recent edition of Best's Insurance Reports (or equivalent) or as otherwise acceptable to the Lessor.

(d) All insurance policies must provide that such policies may not be cancelled, terminated, or altered without thirty (30) days prior written notice to the Lessor. The Lessee must provide to the Lessor a copy of each policy and a certificate of the policy executed by a properly qualified representative of the insurance company evidencing that the required insurance coverage is in full force and effect on or before the Commencement Date, and annually thereafter. The Lessee must maintain all policies provided throughout the Lease Term and the Lessee must renew such policies before the expiration of the term of the policy.

(e) The Lessee and the Lessee's agents may not do anything, or permit anything to be done, in or about the Premises or on adjacent or nearby property that would invalidate or be in conflict with the provisions of any fire or other insurance policies covering the Premises or result in a refusal by insurance companies of good standing to insure the Premises in the amounts required under this Exhibit.

~~Template lease (with improvements)~~DRAFT ROCR Tennis Center Lease # L-ROCR002-2025 ~~(09-04-2025~~
~~revised version)~~(11/12/2025)

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EXHIBIT C: ~~Maintenance Plan~~Inventory and Condition Report

(Insert ~~Maintenance Plan Upon Completion and Acceptance~~Inventory and Condition Report here)

~~Template lease (with improvements)~~DRAFT ROCR Tennis Center Lease # L-ROCR002-2025 ~~(09-04-2025~~
~~revised version)~~(11/12/2025)

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EXHIBIT D: Initial Improvements by the Lessee

(Insert Initial Improvements that will be made by the Lessee under Section 8 of this Lease)

~~Template lease (with improvements)~~DRAFT ROCR Tennis Center Lease # L-ROCR002-2025 ~~(09-04-2025~~
~~revised version)~~(11/12/2025)

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EXHIBIT ~~ED~~: Preservation and Maintenance Plan

(Insert Preservation and Maintenance Plan upon Completion and Acceptance)

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~~This template lease should be used for a lease with a term of more than one year under which the lessee will make improvements to the leased property.~~



LEASE

between

**UNITED STATES OF AMERICA
UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE**

and

[INSERT NAME OF LESSEE HERE]

for the Premises known as

~~[INSERT NAME OF PREMISES HERE]~~ **ROCK CREEK TENNIS
CENTER**

Within Rock Creek Park

NPS Lease# L-~~[Park Alpha Code]~~~~[Lease Number]~~ROCR002-~~[Year]~~2025

Covering the period ~~XXXXXXXX~~ through ~~XXXXXXXXXX~~

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Template lease (with improvements)

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THIS LEASE (Lease) is entered into by and between the United States of America (Lessor), acting through the National Park Service (NPS), an agency of the United States Department of the Interior, and [Insert Name of Lessee Here] (Lessee).

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WITNESSETH THAT:

WHEREAS, the NPS administers [Name of Park Area] Rock Creek Park (Park Area) as a unit of the National Park System in accordance with the NPS Organic Act, Act of Aug. 25, 1916, ch. 408, 39 Stat. 535, codified as amended in scattered sections of 54 U.S.C.; other laws applicable generally to units of the National Park System; and any laws applicable specifically to [Name of Park Area] Rock Creek Park;

Commented [NB1]: The park disputes this contention. The GMP selected alternative determined that "long-term protection of the endangered Hays Spring amphipod" - the drainages for which occur in the Brightwood Recreation area - "could be enhanced by implementing more active protection of springs and their up-gradient drainages." These protections were put in place in a recent cooperative \$1million plus project between NPS and the District of Columbia, which installed these protections throughout the Brightwood recreational area. This lease removes these protections from the park's control. Also, disturbance of these drainages by the publicly announced and anticipated redevelopment of the site by MDE Tennis may cause take, as defined under Section 7 of the Endangered Species Act. Also, as noted in the GMP, "The preferred alternative would maintain the traditional character and visitor experiences of Rock Creek Park and the Rock Creek and Potomac Parkway. Moderate, beneficial, long-term effects would be associated with upgraded trails throughout the park; improvements to visitor contact, interpretation, and education facilities and services; and improved access for visitors with impaired mobility. Improved working conditions for park administrative staff and personnel in the U.S. Park Police District 3 substation would result in a moderate beneficial effect on park operations, but the intensity of the beneficial impact perceived by the public probably would be minor. Compared to the no action alternative, this alternative would have a moderate, beneficial effect on the park's recreational opportunities." This lease may well lead to redevelopment that is directly opposed to the determination of the GMP as well as the park's enabling legislation, which calls for the protection of all historic and natural resources. This lease also transfers control of the parking lot - a facility purposely built in the 1950s for the operation of the Carter Barron Amphitheater - to the lease holder. Carter Barron Amphitheater has been present in the park for 75 and long predates the tennis center. Unlike the tennis center, Carter Barron is a historic facility that contributes to conditions that make the Rock Creek Historic District eligible for listing in the National Register. Reassignment of that parking lot to the tennis center lease will irreparably damage the Amphitheater's ability to operate, and does not comport with the GMP, the park's Foundation Document, or the park's enabling legislation. Finally, the park recently determined that one of the preferred location for the new USPP D-3 substation is the north athletic field, an option foreclosed by this lease.

WHEREAS, the Park Area contains property that has been determined suitable for leasing under Part 18 of Title 36 of the Code of Federal Regulations;

WHEREAS, the Lessor has determined that the use and occupancy of the property that is made available under this Lease is consistent with the Park Area's General Management Plan and the requirements of the Record of Decision on the Final Environmental Impact Statement for the Rock Creek Tennis Center and Associated Recreation Fields (ROD) and Part 18 of Title 36 of the Code of Federal Regulations; and

WHEREAS, the Lessee desires to lease the property on the terms and conditions set forth in this Lease.

[Include additional WHEREAS clauses as appropriate to describe the background and rationale for entering into this Lease, including any unique determinations or authorities that may have been relied upon as justification.]

NOW THEREFORE, in consideration of their mutual promises, the Lessor and the Lessee hereby agree as follows:

Commented [WK2]: The following question was asked related to the leasing determinations submitted to SOL on 10/29/2025 ---Given that the ROD and FEIS contemplated that the lands around the Tennis Center would be managed by the NPS. Does mere fact of including these lands (i.e. picnic areas, parking lot, and recreation fields) within the property to be leased constitute a federal action that would require additional compliance.

Commented [NB3]: This lease represents potential impairment, which NPS defines as "an impact that, in the professional judgment of the responsible National Park Service Manager, would harm the integrity of park resources or values, including the opportunities that otherwise would be present for the enjoyment of those resources or values." See NPS Management Policies 2006. An impact would be more likely to constitute impairment to the extent that it affects a resource or value whose conservation is: • Necessary to fulfill specific purposes identified in the park's establishing legislation; • Key to the natural or cultural integrity of the park or to opportunities for enjoyment of the park; or • Identified in the park's management plan or other relevant NPS planning documents as being of significance. The proposed lease boundaries hit all this points. The lease area includes habitat that contains T&E species, as well as ...

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Section 1. DEFINITIONS

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In this Lease, the following terms (whether appearing in the singular or plural form) have the following definitions:

1.1. Additional Rent means all forms of Rent required by this Lease other than the Rent required by Section 5.

1.2. Alterations means any construction, modifications, rehabilitation, reconstruction, or restoration of the Premises, or installation of Fixtures thereto, other than Initial Improvements.

1.3. Applicable Laws means all present and future law or legal authority, including statutes, ordinances, regulations, and administrative or judicial orders or determinations, enacted, promulgated, or issued by federal, state, or local governmental entities or agencies having lawful jurisdiction over the Premises or the Lessee, that apply to and govern the Premises or the Lessee's activities on the Premises.

1.4.5 Approved Costs – means costs required for the construction of Initial Improvements (see Section 8.1 of this Lease) or Alterations, as approved by Lessor.

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1.5. Annual Rent means the ~~annual fixed~~ rent to be paid to the Lessor by the Lessee under Section 5.3 of this Lease.

1.6. Assignment means the transfer, whether it is direct or indirect, voluntary or by operation of law, of the Lessee's leasehold estate or the Lessee's rights under this Lease in whole or part. Such transfer may be designated as a sale, conveyance, or assignment. The sale, conveyance, or assignment (including by consolidation, merger, or reorganization) of a controlling interest in the Lessee (if such entity is a corporation), or any sale or other transfer of a controlling interest in the partnership interests (if such entity is a partnership), whether in a single transfer or in a series of related transfers, and whether directly or by sales or transfers of underlying partnership or corporate ownership interests, is an Assignment. For a corporate entity, the term "controlling interest" means an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the Lessee so as to permit exercise of managerial authority over the actions and operations of the Lessee. For a partnership, limited partnership, joint venture, limited liability company, or individual entrepreneur, "controlling interest" means the beneficial ownership of the capital assets of the Lessee so as to permit exercise of managerial authority over the actions and operations of the Lessee.

1.7. Commencement Date means the first day of the Lease term as stated in Section 4 of this Lease.

1.8. Construction Documents means all drawings, plans, specifications, or other documents that describe a proposed Improvement to the Premises in sufficient detail to enable the Lessor to approve construction of the Improvement.

1.9. Encumbrance means the direct or indirect, voluntary or by operation of law, encumbrance, pledge, mortgage, or other hypothecation of the Lessee's leasehold estate, some or all of the Lessee's interests or rights under this Lease, or the Premises themselves.

1.10. Expiration Date means the last day of the Lease Term as stated in Section 4 of this Lease.

1.11. Fixtures means items of personal property of independent form and utility necessary for the basic

functioning of the Premises that are affixed to and considered to be an irremovable part of the Premises such that title is with the Lessor as real property once installed. Fixtures do not include removable trade fixtures.

1.12. Force Majeure means an act, event, or condition that can be neither anticipated nor controlled and that objectively prevents the Lessee from performing one or more of its obligations under this Lease. The term "Force Majeure" does not include any act, event, or condition that the Lessee reasonably may anticipate or control; it does not include market conditions, economic conditions, or the Lessee's financial inability to perform its obligations under this Lease; and it does not include changes in Applicable Laws, except that the Lessor may determine that it includes an order issued by a governmental entity with jurisdiction over the Premises that prevents the Lessee's use or occupancy of the Premises for the authorized purposes set forth in Section 6.1 of this Lease.

1.13. Hazardous Materials means any material or other substance: (a) that requires investigation, correction, or abatement under Applicable Laws; (b) that is or becomes defined as a hazardous waste, hazardous substance, pollutant, or contaminant, under Applicable Laws; (c) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated under Applicable Laws; (d) that contains gasoline, diesel fuel or other petroleum hydrocarbons; (e) that contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation, or (f) that contains radon gas. The term Hazardous Materials as used in this Lease includes Pre-existing Hazardous Materials unless otherwise stated in a particular provision of this Lease.

1.14. Hazardous Materials Occurrence means any use, treatment, keeping, storage, sale, release, disposal, migration, transport, or discharge of any Hazardous Materials from, on, under, or into the Premises or other Park Area property that occurs during the Lease Term.

1.15. Historic Property means building(s) and land located within the boundaries of the Park Area that are part of a pre-historic or historic district or site included on, or eligible for inclusion on, the National Register of Historic Places.

1.16. Improvements means permanent additions to the Premises that increase its value or utility or enhance its appearance, regardless of who makes the additions. The term "Improvements" includes both Alterations and Initial Improvements.

1.17. Initial Improvements means any construction, modification, rehabilitation, reconstruction, or restoration of the Premises, or installation of Fixtures thereto, that the Lessee is required to make upon commencement of this Lease in accordance with Section 8.

1.18. Interest Rate means the percentage of interest charged based on the Current Value of Funds to the United States Treasury that is published annually in the "Federal Register" or successor publication.

1.19. Inventory and Condition Report means the document attached to this Lease as Exhibit C that describes (a) the Personal Property owned by the Lessor that is made available to the Lessee for the Lessee's use and (b) the condition of the Premises, including Personal Property owned by the Lessor, as of the Commencement Date.

1.20. Lease Term means the term of this Lease as stated in Section 4 of this Lease.

1.21. Lease Year means a year of the Lease Term. The first Lease Year will commence on the Commencement Date and will end on the expiration of the twelfth full calendar month following thereafter. Each subsequent Lease Year will commence on the next day following the expiration of the

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preceding Lease Year and will end on the expiration of the twelfth full calendar month following thereafter or on the last day of the Lease Term, whichever occurs first.

1.22. **Notice of Default** means an instrument in writing from the Lessor to the Lessee providing notice of that the Lessee is in default of the Lease.

1.23. **NPS 28** means the National Park Service document entitled "Cultural Resource Management Guideline," which is hereby made a part of this Lease by reference.

1.24. **Park Area** means ~~Name of Park Area~~ Rock Creek Park.

1.25. **Part 18** means Part 18 of Title 36 of the Code of Federal Regulations.

1.26. **Personal Property** means all furniture, trade fixtures, equipment, appliances, supplies, inventory, and any other movable things subject to ownership placed in or on the Premises that are neither permanently attached to nor form a part of the Premises.

1.27. **Pre-existing Hazardous Materials** means Hazardous Materials (including storage tanks) that existed in, on, or under the Premises or other lands or waters within the Park Area prior to the Commencement Date of this Lease.

1.28. **Premises** means the real property of the Park Area that is described in Section 2 of this Lease, including all Improvements thereon as of the Commencement Date and all Improvements made to the Premises during the term of this Lease by either party. For the purposes of this Lease, "Premises" also includes any Personal Property owned by the Lessor that is made available to the Lessee for the Lessee's use under this Lease.

1.29. **Preservation Maintenance Plan** means a document that sets forth a plan for the Lessee's repair and maintenance of Historic Property.

1.30. ~~23~~ **Rent** means the rent to be paid to the Lessor by the Lessee, as described in Section 5 of this Lease, and any Additional Rent this Lease may require.

1.31 **Rent Offset** means offsets to Annual Rent which Lessee may make pursuant to Section 5.7 of this Lease.

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1.32. **Secretary's Treatment Standards** means the Secretary of the Interior's Treatment Standards for Historic Property, codified at 36 C.F.R. pt. 68, which are hereby incorporated into and made a part of this Lease by reference.

1.33. **Sublease** means an agreement under which the Lessee transfers to a person or entity (a Sublessee) the right to possession of a portion or all of the Premises.

1.34. **Termination Date** means the date when this Lease is terminated or cancelled in accordance with its terms prior to the Lease's Expiration Date.

Section 2. LEASE OF PREMISES

2.1. Lease of Premises; Reservation of Rights

(a) The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, upon and

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subject to the covenants and agreements contained in this Lease, the Premises described as follows:

~~(Legally sufficient description of the leased property)~~ Rock Creek Tennis Center. The boundaries of the Premises are graphically shown more particularly on Exhibit A to this Lease and incorporated herein.

Commented [WK4]: Will need to update and resolve all lettering for the Exhibits before the release of the RFP.

(b) Subject to all Applicable Laws and all easements, rights-of-way, liens or other encumbrances, or other matters of public record affecting the Premises;

(c) Excepting and reserving to the Lessor the right, at reasonable times and, except in case of emergency, following advance notice to the Lessee, (i) to enter onto the Premises, or to authorize other governmental entities, public or private utilities, or persons to enter upon the Premises, when necessary to administer this Lease or the Park Area, or (ii) to restrict access to or close the Premises to protect public health or safety or Park Area resources; and

(d) Excepting and reserving exclusive rights to all oil, gas, hydrocarbons, and other minerals in, under, or on the Premises and ownership of any current or future water rights appurtenant to the Premises.

(e) Excepting and reserving the right of reasonable access to the open space areas of the Premises by the general public, except as may be explicitly approved, in writing, by the NPS.

Commented [WK5]: This language has been inserted in an effort to meet the regulatory requirement found at 36 CFR 18.4(b) that: The lease will not deprive the park area of property necessary for appropriate park protection, interpretation, visitor enjoyment, or administration of the park area; Since the open areas of the lease have historically been managed by the NPS and the NPS management of these areas is part of the preferred alternative under the ROD.

2.2. Waiver of Claims

The Lessee hereby waives all claims for damages for any injury or inconvenience to or interference with the Lessee's use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by the Lessor's exercise of its rights under this Lease or by the Lessor's actions to manage or protect the Park Area's resources and visitors.

The parties acknowledge that, before this Lease, the Premises was operated by a concessioner, Guest Services, Inc. (Prior Concessioner), and the Lessor will hold the Lessee harmless from any outstanding financial obligations or costs incurred by the Prior Concessioner in the operation of the Premises before the Commencement Date of this Lease. Further, the Lessor will facilitate the transfer of the Premises from the Prior Concessioner to the Lessee including, but not limited to, to the extent possible, providing the Lessee access to or copies of the books, records, reports, licenses, permits, contracts, and other information pertaining to the Prior Concessioner's operations on the Premises that the Lessor receives from the Prior Concessioner with the Prior Concessioner's permission to provide to the Lessee. Upon execution of this Lease, the Lessee will close its transaction with the Prior Concessioner to purchase the property the Prior Concessioner used or held for use in connection with its operations of the Premises and pay the Prior Concessioner the fair value thereof as required under the terms of the Prior Concessioner's concession contract with the Lessor.

Commented [WK6]: SOL - This language was used for the EPTC lease that was converted from a concession contract to a lease.

2.3. Easements

The Lessee may not grant any type of easement or right-of-way affecting the Premises. The Lessor may grant such rights-of-way for utilities as the Lessee may require in connection with the use and occupancy of the Premises.

2.4. Ownership of the Premises

This Lease does not vest in the Lessee any fee interest in the Premises or Improvements thereon. Title to the Premises and Improvements at all times is with, and will remain solely with, the Lessor.

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2.5. Historic Property

The Premises (or portions of the Premises) ~~are~~ ~~are not~~ are part of the Rock Creek Historic District included on the National Registry of Historic Places and are therefore considered to be Historic Property. The tennis courts and the William H.G. Fitzgerald Tennis Stadium (Tennis Stadium) have been determined to be non-contributing elements of the Rock Creek Historic District and are therefore not considered to be Historic Property subject to The Secretary of the Interior's Standards for the Treatment of Historic Properties (36 C.F.R. Part 68) ~~Historic Property.~~

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~~[Delete the inapplicable bracketed statement and remove the brackets from the remaining one.]~~

Section 3. ACCEPTANCE OF THE PREMISES

3.1. "As Is" Condition of the Premises

The Lessee agrees to lease the Premises in their existing "as is" condition and acknowledges that in entering into this Lease, the Lessee does not rely on, and the Lessor does not make, any express or implied representations or warranties as to any matters, including any characteristics of the Premises or Improvements thereon, the suitability of the Premises for the intended use, the likelihood of deriving trade from or other characteristics of the Park Area, the economic or programmatic feasibility of the Lessee's use and occupancy of the Premises, or Hazardous Materials on or in the vicinity of the Premises.

3.2. Lessee's Due Diligence

Prior to entering into this Lease, the Lessee, in the exercise of due diligence, has made a thorough, independent examination of the Premises and all matters relevant to the Lessee's decision to enter into this Lease, and the Lessee is thoroughly familiar with all aspects of the Premises and is satisfied that they are in an acceptable condition and meet the Lessee's needs.

3.3. Inventory and Condition Report

In the exercise of its due diligence, the Lessee has reviewed the Inventory and Condition Report (Exhibit C) and acknowledges that it is complete and accurate.

Section 4. LEASE TERM AND ABANDONMENT

4.1. Lease Term

The Lease Term will be a period of XXXXXXXXXX ~~(##)~~ years commencing on XXXXXXXXXX (Commencement Date) and expiring on XXXXXXXXXX (Expiration Date) or ending on such earlier date as this Lease may be terminated in accordance with its terms (Termination Date); provided, however, that if the Lessee fails to timely complete Initial Improvements in accordance with the Construction Documents, this Lease will be for a term of XXXXXXXXXX ~~(##)~~ years, expiring on XXXXXXXXXX unless terminated earlier in accordance with its terms.

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4.2. Abandonment ~~[May be modified to address seasonal use.]~~

The Lessee must occupy the Premises during the entire Lease Term. If it fails to do so, the Lessor may determine that the Lessee is in default of this Lease for abandoning the Premises. Occupancy is not

required if the Lessor determines it is infeasible because of the construction of Improvements or a Force Majeure. The Lessor may temporarily close all or any part of the tennis courts, the Tennis Stadium, and tennis related facilities as the Lessor deems necessary, and such temporary closure will not constitute a failure of the Lessee to occupy or abandonment of the Premises. Any additional closures of the Premises may only be made with the explicit written approval of the NPS.

~~If the circumstances of a particular lease warrant, a sentence could be added to this section stating that non-occupancy for no more than a specified number of days (e.g., seasonal use) will not be considered as abandonment.~~

Section 5. RENT

5.1. Net Lease and Rent Payments

(a) All Rent will be absolutely net to the Lessor without any abatement, deduction, counterclaim, set-off or offset, except as may be provided for in accordance with the terms of this Lease. The Lessee must pay all costs, expenses, charges, and impositions of every kind and nature relating to the Premises, including all taxes and assessments.

(b) The Lessee must pay all Rent payments electronically or by other means as directed by the Lessor. Interest at the Interest Rate will automatically accrue on overdue Rent payments in accordance with Applicable Laws. The Lessor may also impose penalties for late Rent payments in accordance with Applicable Laws.

5.2. Base Rent

Each Lease Year the Lessee must pay to the Lessor Base Rent in the amount of two hundred forty thousand dollars (\$240,000) (as adjusted for CPI in accordance with section 5.4) payable in advance in equal monthly installments on the first day of each calendar month or annually on the first day of the applicable lease year. Base Rent is not subject to Rent Offsets.

5.3. Annual Rent

During the Lease Term, in addition to the Base Rent outlined above, the Lessee must pay to the Lessor Annual Rent for the Premises in the aggregate annual amount of (\$) (as adjusted for CPI as provided below) payable in advance in equal monthly installments on the first day of each calendar month.

5.4. CPI Adjustment ~~[This section will be updated based on final negotiated Lease Term] [May be deleted for leases with a term of less than five years.]~~

The Annual Rent and Base Rent will automatically increase effective as of the beginning of the second Lease Year and annually thereafter ~~during the Lease Term through the tenth lease year~~ to reflect the ~~average proportionate cumulative~~ increase in the CPI, if any, ~~during of the previous ten (10) full calendar years previous Lease Year prior to the Commencement Date of the Lease. After the tenth Lease Year, the Base Rent at that time will automatically increase as of the beginning of the eleventh Lease Year through the twentieth Lease Year, by the average increase in the CPI, if any, of the previous ten full calendar years preceding the start of the eleventh Lease Year.~~ For purposes of this section, CPI means the United States Department of Labor, Bureau of Labor Statistics, All Cities Average Consumer Price Index, or if such index is no longer published, a successor or substitute index designated by the Lessor, that shows changes in consumer prices in the locale of the Park Area.

Commented [NB7]: How was this determined? The proposed boundaries include the stadium, the courts, two athletic fields, a historic picnic pavilion, two historic restroom structures, a 750+ spot parking lot, park roadways (Morrow Drive NW and Stage Road NW), playground equipment, and an extensive stormwater management structure system. Were these all taken into consideration? How was the assessment completed for the totality of these elements?

Commented [WK8]: Amount of Annual Rent that will be subject to rent offsets will be negotiated with the prospective lessee based on their response to the RFP.

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5.4. Percentage Rent [Optional]

(a) In addition to Annual Rent, the Lessee must pay to the Lessor as "Percentage Rent" an amount of money equal to % of the Gross Revenues for the preceding month of the Lease Term. The Percentage Rent will be due on a monthly basis at the end of each month of the applicable Lease Year during the Lease Term and must be paid by the Lessee within fifteen (15) calendar days after the last day of the applicable month.

(b) Gross Revenues Defined

Gross Revenues means the entire amount of the Lessee's revenues (and the revenues of any Affiliate of the Lessee) derived from this Lease, and any Sublessee's revenues derived from any Sublease, such amount as determined in accordance with generally accepted accounting principles consistently applied. Also included in Gross Revenues are receipts from all mechanical or other vending devices placed on the Premises by the Lessee or under authority from the Lessee. As used in this section, the term "Affiliate of the Lessee" means any person or entity directly or indirectly controlling, controlled by, or under common control with the Lessee, or, any entity owned in whole or part, directly or indirectly, by the Lessee.

Commented [WK9]: I would propose that this section be omitted to simplify the tracking of lease payments and reduce the burden on the NPS and the Lessee of tracking and reporting revenue.

5.5. Rent Reconsideration [May be deleted in leases with terms of less than fifteen years.]

(a) The Rent required by this Lease is subject to adjustment at the request of the Lessor or the Lessee after the end of the __, ____ and ____ Lease Years of this Lease in order to maintain the Rent under this Lease in an amount and structure consistent with "fair market value rent." "Fair market value rent" for the purposes of this section means the most probable rent, as of a specific date, in cash or in terms equivalent to cash, for which the Premises, under the terms and conditions of this Lease, should rent for its highest and best permitted use after reasonable exposure in a competitive market under all conditions requisite to a fair leasing opportunity, with the Lessor and the Lessee each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress. Once the "fair market value rent" is adjusted, the amount will be subject to the provisions of Section 5.3 above. [This last sentence must be deleted if Section 5.3 is deleted as described above]

Commented [WK10]: This will need to be updated based on the final negotiated Lease Term

Commented [NB11]: Per our previous comment, how was this determined? The proposed boundaries include the stadium, the courts, two athletic fields, a historic picnic pavilion, two historic restroom structures, a 750+ spot parking lot, park roadways (Morrow Drive NW and Stage Road NW), playground equipment, and an extensive stormwater management structure system. Were these all taken into consideration? How was the assessment completed for the totality of these elements?

(b) Within sixty (60) days after the applicable Lease Year, either the Lessor or the Lessee may request a Rent adjustment by providing written notice to the other party. Within thirty (30) days after providing or receiving a written request for a Rent adjustment, the Lessor will, as applicable, either submit an appraisal request to the Department of the Interior's Appraisal and Valuation Services Office, or its successor, for an appraisal to determine the "fair market value rent" of the Premises, or initiate a market study or other valuation process allowed for under NPS policy to determine "fair market value rent." Regardless of the method used to determine "fair market value rent," the determination must take into consideration any restrictions on the use of the Premises or terms of the Lease that limit the value and/or the highest and best use of the Premises; any past Improvements constructed or installed by the Lessee prior to Rent adjustment, with the Lessor's approval, and consistent with the terms of this Lease; and, any future Improvements to be constructed or installed by the Lessee after Rent adjustment.

5.6. Excusal of Rent

In the event of a Force Majeure, the Lessor may excuse the Lessee from its obligation to pay [Rent; Annual Rent; Percentage Rent] Annual Rent or Base Rent for a period of time that the Lessor deems appropriate under the circumstances.

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5.7. Rent Offsets

The Lessor ~~will~~ may offset Annual Rent for Approved Costs, of completed Initial Improvements or Alterations, incurred by the Lessee in accordance with the requirements of this Lease. The method and timing of such Rent Offsets will be agreed to by the Lessor and Lessee from time to time, provided that, no Rent Offsets may be made in the absence of such an ~~agreement~~ agreement, and no Rent Offsets may be applied to Base Rent.

Rent offsets that the Lessee accrues in accordance with this section may exceed the amount of Annual Rent the Lessee owes for a given Lease Year and, in that event, will rollover and be applied to Annual Rent that the Lessee owes for future Lease Years.

Commented [WK12]: Pulled from the EPTC lease to clarify that Approved Costs, in excess of rent owed for any given year, can be carried over to offset rent obligations in future years.

The Lessee shall have no right or claim of compensation of any nature from the Lessor in the event of a termination, assignment, or expiration of this Lease in circumstances where the Approved Costs of Initial Improvements and/or Alterations have not been applied by the Lessee to offset Annual Rent as of the date of such termination, assignment, or expiration of this Lease.

Section 6. USES OF PREMISES

6.1. Authorized Uses

The Lessee may use the Premises only for the following purposes:

Any and all legal purposes that are usual and customary in the operation of a racquet sports and fitness facility, including the operation and provision of related or incidental services such as retail shops, food and beverage sales (including alcoholic beverages), training facilities, and tournaments (with prior NPS approval and in accordance with all Applicable Laws, regulations, policies of the NPS, and the ROD). The services and amenities offered must be consistent with those offered at comparable or superior public racquet sports and fitness facilities located in Maryland, Virginia, and the District of Columbia.

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~~[Describe authorized uses.]~~

Commented [WK13]: Need to make sure that the Conversion memo and Leasing determinations use "racquet sports" instead of tennis, given the popularity of both pickleball and paddleball.

Without limiting the generality of the foregoing, Lessee is authorized to (a) determine, establish, and implement operational and managerial policies, procedures, and schedules; (b) establish and implement all playing fee categories and rates; (c) implement grounds maintenance practices that adhere to all applicable environmental laws; (d) hire, train, and supervise employees; (d) organize and provide fee-based and complimentary lessons for all levels of playing ability and age groups; (e) supervise and direct all advertising and business promotions for the operations; and (f) establish accounting, reporting, banking, and payroll procedures for the individual facilities and for the managerial entity as a whole.

The uses outlined in this section may be subject to change based on the Offerors proposed use of the facility.

Commented [NB14]: This only describes operations for the stadium and surrounding courts. The lease boundaries encompass a parking lot purpose built for the operation of the Carter Barron Amphitheater, two picnic groves that have associated facilities, including a pavilion, a playground and a restroom; a historic building now occupied and operated by the park's philanthropic partner, two large athletic fields; park roadways that are part of the historic circulation system for the park; a Right of Way for telecommunications facilities; equipment for the park's radio system; and a parcours (exercise equipment and path). Picnic Grove 24 is a Rec Fee area and provides revenue to the park; the athletic fields are a fee permit operation, overseen by the District of Columbia Department of Recreation.

6.2. Changes to Authorized Uses

The Lessee may not use the Premises for a purpose other than the purposes described in Section 6.1 above without the Lessor's prior written approval. The Lessor may, but is not obligated to, approve a requested change to authorized uses only if the Lessor has determined that the proposed use is consistent with all Applicable Laws, including Part 18, ~~and~~ the Park Area's General Management Plan, the ROD, and that the use will not have an adverse impact on the Lessor's ability to manage and protect the Park Area's resources and visitors.

Commented [WK15]: I have included this section from the EPTC lease.

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6.3. Compliance with Applicable Laws

The Lessee must comply with all Applicable Laws in its use and occupancy of the Premises.

6.4. Prohibited Uses

In no event may the Premises be used for any purpose that is not permissible under Part 18 or, even if so permissible, may be dangerous to life, limb, property, or public health; that in any manner causes or results in a nuisance; that is of a nature that it involves substantial hazard, such as the manufacture or use of explosives, chemicals or products that may explode; that otherwise harms the health or welfare of Park Area resources or visitors; or that results in any discharge of Hazardous Materials in, on, or under the Premises.

Commented [NB16]: Regarding the "health and welfare of Park area resources", this lease removes contributing resources to the park's Historic District, including the Picnic Groves, the restroom facility, and the Carter Barron Amphitheater parking lot. In addition, the publicly proposed, and anticipated, redevelopment of the site from the sole potential lessee to date envisions uses that could well constitute take as defined under the Endangered Species Act.

6.5. Site Disturbance

The Lessee may not cut any timber or remove any other landscape features of the Premises such as shrubs or bushes without the Lessor's prior written approval. provided, however, that the foregoing does not prohibit the Lessee from performing landscape maintenance in accordance with accepted professional standards of landscape management practice, including the removal of trees, shrubs, or bushes that are dead, below the height specified, or with a diameter less than specified, as approved by the Lessor in the Lessee's Preservation and Maintenance Plan. The Lessee may not conduct mining or drilling operations, remove sand, gravel, or similar substances from the ground, or commit waste of any kind on the Premises.

Commented [WK17]: Copied from the EPTC lease to allow for the ongoing maintenance of the Premises. Park will need to advise if there are additional restrictions that need to be placed on the lessee to ensure that these activities do not adversely impact the Rock Creek Historic District or the Park Area resources.

6.6. Protection of Cultural and Archeological Resources.

The Lessee must ensure that any protected sites and archeological resources within the Park Area are not disturbed or damaged by the Lessee except in accordance with Applicable Laws and only with the prior written approval of the Lessor. Discoveries of any archeological resources by the Lessee must be promptly reported to the Lessor. The Lessee must cease work or other disturbance, which may impact any protected site or archeological resource until the Lessor may grant approval to continue upon such terms and conditions as the Lessor deems necessary to protect the site or resource.

6.7. Signs

The Lessee may not post signs on the Premises of any nature without the Lessor's prior written approval. The Lessee must submit a proposal to the Lessor for any signage and Any approval of a sign that may be given by the Lessor will specify the type, size, and other appropriate conditions concerning its display. The Lessor may post signs on the Premises as appropriate for the administration of the Park Area.

Commented [WK18]: Revisions have been taken from the EPTC lease.

6.8. Permits and Approvals

Except as otherwise may be provided in this Lease, the Lessee is solely responsible for obtaining, at its expense, any permit or other governmental action necessary to permit its activities under this Lease.

6.9. Alterations

The Lessee may not make any Alterations of any nature to the Premises without the Lessor's prior written approval. To the extent approval of Alterations requires review and approval by the United States Commission on Fine Arts ("CFA") or National Capital Planning Commission ("NCPC"), the Lessor agrees to cooperate with the Lessee in promptly pursuing said approvals and to coordinate with the respective agencies related to all approvals needed for federal government projects, if any.

Commented [WK19]: Taken from the EPTC lease

Section 7. RECORDS AND AUDITS

The Lessee must provide the Lessor and its agents and affiliates, including the Comptroller General of the United States, access to all books and records relating to the Premises and the Lessee's use of the Premises under this Lease for the purpose of conducting audits to verify the Lessee's compliance with the terms and conditions of this Lease for any of the five (5) preceding Lease Years. The Lessee must keep and make available to the Lessor these books and records at a location on the Premises or within the locale of the Park Area. The Lessee must, if requested by the Lessor, provide the Lessor with complete information and data concerning the Lessee's operations and operating results, including information and data regarding [specify particular types that relate to the Lessee's particular operations].

Section 8. INITIAL IMPROVEMENTS BY LESSEE

As a condition of this Lease and in accordance with Section 9 below, the Lessee must commence and engage diligently in the construction of the following Initial Improvements in accordance with Construction Documents approved by the Lessor. The Lessee must commence the construction of the Initial Improvements by _____ and must complete construction by _____.

~~[Describe the Initial Improvements to be constructed. The description should be as detailed as possible and include a completion schedule or phasing schedule where applicable. The description of the required Initial Improvements will be dependent upon the selected Offerors proposal, subject to negotiation and final approval by the Lessor]~~

Section 9. CONSTRUCTION APPROVAL

9.1. In General

The Lessee may undertake Improvements to the Premises only with the Lessor's prior written approval and only at the Lessee's sole expense. The Lessee must undertake and complete all Improvements in strict accordance with all Applicable Laws and approved Construction Documents, and must ensure that all work is performed in a good and workmanlike manner and with materials of at least the quality and standard of materials used in comparable facilities in the locale of the Park Area. To ensure compliance with this requirement, the Lessee must designate a construction manager who will be the Lessor's principal point of contact for the project and who must be physically present at the work site or readily available during all ongoing work. The Lessee must, upon request, furnish the Lessor a copy of any contract with the Lessee's general contractor, architects, or consultants. The Lessor may restrict access to or close part or all of the Premises during the construction of Improvements if the Lessor determines that doing so is necessary to protect public health or safety or Park Area resources.

Improvements made by the Lessee without the Lessor's prior written approval as described in this section are prohibited. In the event any non-compliant Improvements are made by the Lessee, the Lessor may terminate this Lease for default and require the Lessee to remove the non-compliant Improvements at the Lessee's sole expense. The Lessee's costs for non-compliant Improvements are not eligible for Rent Offset.

9.2. Delay Caused by a Force Majeure

The Lessee will not be considered in default for a delay in the completion of Improvements that the Lessor determines is caused by a Force Majeure. If the Lessor determines that the completion of

Improvements is delayed by a Force Majeure, the Lessor and the Lessee will execute an amendment to this Lease granting the Lessee an additional period of time to complete the Improvements equal to the period of the delay caused by the Force Majeure.

9.3. Utilities During Construction

In the preparation of proposed Construction Documents, the Lessee must review plans for the location of existing utilities that may be affected by any Lessee Improvements. The Lessee must obtain all necessary utility plans and permits from the appropriate public utility companies.

9.4. Site Inspection

At any time during the performance of work on Improvements to the Premises, the Lessor's inspector or representative may inspect or observe ongoing work or the work site. Notwithstanding the foregoing, the Lessor is not responsible for supervising or overseeing ongoing work or ensuring the safety of the work site. During the performance of all work on Improvements, the Lessee must maintain on the Premises a copy of the current, annotated Construction Documents for inspection by the Lessor.

9.5. Approval of Construction

Before commencing construction of any Improvements to the Premises, the Lessee must obtain the Lessor's written approval of the proposed Improvements. The Lessee's request for the Lessor's approval of the proposed Improvements must be in writing and must include:

- (a) proposed Construction Documents;
- (b) if required by the Lessor, evidence of the availability of funding for the Improvements;
- (c) documentation that required construction insurance is in effect; and
- (d) other information as required by the Lessor.

9.6. Construction Documents

The proposed Construction Documents submitted to the Lessor must be complete and must show all material elements of the proposed Improvements to the Lessor's satisfaction. When the proposed Construction Documents are approved by the Lessor, they will become an exhibit to this Lease without further action by either party.

9.7. General Scope of Lessor's Review

The Lessor will not approve proposed Construction Documents unless it has determined that the proposed Improvements are appropriate for the Park Area and consistent with all Applicable Laws, including Part 18 and the Park Area's General Management Plan. The Lessor's approval of the proposed Improvements is subject to any required compliance with the National Environmental Policies Act (NEPA, 42 U.S.C. §§ 4321 et seq.) and Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108). NCPC review pursuant to 40 U.S.C. § 8722, and CFA review pursuant to 40 U.S.C. §§ 9101-9104. The Lessor will coordinate any required compliance with NEPA and Section 106 of the NHPA and will also take the lead in requesting any requisite concept and formal reviews and approvals by the NCPC and CFA.

Commented [NB20]: The proposed project must also be in compliance with the park's Foundation Document, the Hay's Spring Amphipod Recovery Plan (USFWS), the recommendations of the Carter Barron Amphitheater Historic Structure Report, the Carter Barron Amphitheater Business Plan, the Rock Creek Park Tennis Center Environmental Impact Statement, and the Rock Creek Park White-tailed Deer Management Plan.

Commented [WK21]: This sentence was added to the EPTC lease as these are necessary approvals for construction projects with the NCR.

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9.8. Changes to Approved Construction Documents

Any material changes to the approved Construction Documents, costs of the Improvements, and any deviations in actual construction from these documents are subject to the Lessor's prior written approval under the procedures stated in this Section. If the Lessor approves the proposed changes, the Lessor will issue the Lessee a written change order that will become an exhibit to this Lease without further action by either party.

Commented [WK22]: Included as part of the EPTC lease.

9.9. Special Considerations for Historic Property

If proposed Improvements relate to Historic Property, the Lessor will not approve proposed Construction Documents unless it has determined that they comply with the Secretary's Treatment Standards; NPS 28; and any conditions that may be imposed on the Improvements through compliance with other Applicable Laws, including NEPA and Section 106 of the National Historic Preservation Act.

9.10. Evidence of Adequate Funds

As a condition to the approval of the construction of Improvements, the Lessee must demonstrate to the Lessor's satisfaction with appropriate documentation that it has available to it funds adequate to undertake and complete the project in accordance with all terms and conditions of the approved Construction Documents.

9.11. Notice to Proceed

The Lessee may not commence construction of the Improvements until the Lessor has issued a written notice to proceed as evidence of its approval of the Construction Documents. The notice to proceed will contain terms and conditions for construction of the Improvements that the Lessor deems necessary and appropriate.

9.12. Construction Completion Procedures

Upon completion of the Improvements, the Lessee must submit to the Lessor (in formats specified by the Lessor):

- (a) a notice of completion;
- (b) if requested by the Lessor, satisfactory evidence of the payment of all expenses, liabilities, and liens arising out of or in any way connected with the Improvements;
- (c) a complete set of "as built" drawings showing all revisions and substitutions during the construction period, including field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural member, walls, partitions and other significant features of the Improvements; ~~and~~
- (d) any modifications to the Inventory and Condition Report (Exhibit C) as of the completion of the Improvements; and
- (e) Invoices (if Rent offsets are requested), approved change orders, specifications, warranties, instruction manuals, and other documents the Lessor requests.

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This package, along with a visual inspection by the Lessor, will be required for the Lessee to accrue Rent Offsets (if applicable) and close out of the project.

Commented [WK23]: Included as part of the EPTC lease and therefore included here.

Upon the Lessor's approval of the completion of the Improvements, the Lessor will issue a "Certificate of Occupancy" or similar document authorizing the Lessee to occupy the Premises.

9.13. Lessor's Right to Utilize Construction Documents ~~Optional~~

Upon expiration or termination of this Lease, the Lessee must assign and deliver to the Lessor as the Lessor's sole property all architectural, engineering, and other drawings, plans, specifications, and studies relating to the Premises. In order to assure the Lessor that it will have the legal right to use such drawings, plans, specifications, and studies, the Lessee must include in its agreements with the architects, engineers, and other professionals who prepared such items and who have any proprietary rights with respect to such items (including the rights to use thereof in connection with the Premises) provisions whereby the Lessee and the Lessor will have the right to use such materials in connection with the Premises. In furtherance and not in limitation thereof, the Lessee (referred to below as the "Owner") must include in such agreements the following provisions:

The drawings, plans, specifications, and studies prepared by the Architect for this Project ("Documents") are instruments of the Architect's service and, unless otherwise provided in writing, the Architect will be deemed the author of these Documents and will retain all common law, statutory, and other reserved rights, including the copyright. For the purpose of completing this Project or for any other purpose, the Architect and its consultants hereby (i) grant to Owner and the National Park Service an irrevocable, fully paid-up, perpetual, worldwide license to copy and use such Documents for completion of this Project or for any other purpose and (ii) consent to the use by Owner and the National Park Service, and of the modification by other design professionals retained by Owner or the National Park Service, of the Documents. The Architect will have no responsibility or liability to the Owner or the National Park Service with respect to any modification to the Documents made by the Owner or National Park Service or any other design professional retained by the Owner or National Park Service. Furthermore, except where the Architect is found to be liable for such claim, damage or loss, the Owner will hold Architect harmless from any such claim, damage or loss arising out of the modification of the Documents by Owner or the National Park Service or another design professional. The Owner and the National Park Service are permitted to retain copies, including reproducible copies, of the Documents for information and reference in connection with the use and occupancy of the Project.

Notwithstanding the foregoing, the Architect acknowledges and consents to the use and ownership by the National Park Service, or its designees or assignees, of said Documents in accordance with the Lease between the Owner (as the Lessee) and the National Park Service (as the Lessor) for the Premises leased to the Lessee, and the Architect agrees to deliver copies of the Documents to the National Park Service upon written request from the National Park Service, provided that the National Park Service agrees to pay the Architect's reasonable duplication expenses. The Architect represents and warrants that the Documents will not infringe or misappropriate the rights of any third party, and the Architect indemnifies and will defend and hold harmless the Owner and the National Park Service, and their officers, directors, employees, representatives, and agents from and against any lawsuit, legal proceeding, action, claim, cause of action, demand or liability that arises from any act or omission of the Architect or its officers, directors, employees, representatives, agents, or contractors related to any alleged violation, infringement, unauthorized use or misappropriation of any intellectual property of any third parties arising from or in conjunction with the use and ownership of the Documents.

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Section 10. MAINTENANCE AND REPAIR

10.1. Lessee's Responsibilities

The Lessee is solely responsible for the repair and maintenance of the Premises during the Lease Term. This responsibility includes, without limitation:

- (a) the performance of all repairs, maintenance, and replacement (whether structural or non-structural, foreseen or unforeseen, ordinary or extraordinary) necessary to maintain the Premises and the Improvements thereon in good order, condition, and repair in a manner consistent with the operation of comparable facilities in the locale of the Park Area and in compliance with all Applicable Laws;
- (b) the replacement, as it becomes worn out or obsolete, of all Personal Property;
- (c) housekeeping and routine and periodic work scheduled to mitigate wear and deterioration without altering the appearance of the Premises;
- (d) the repair or replacement in-kind of broken or worn out elements, parts or surfaces so as to keep the existing appearance of the Premises;
- (e) scheduled inspections of all building systems on the Premises;
- (f) maintaining the grounds of the Premises in good condition, including regular grass mowing, managed lawn and ornamental plantings, and avoidance or removal of unsightly storage or parking of materials, equipment, or vehicles; and
- (g) paying to the proper authority, when and as the same become due and payable, all taxes and assessments imposed by federal, state, or local agencies applicable to the Premises or the Lessee's activities on the Premises.

(h) removal of ice and snow in accordance with the Lessee's approved Preservation and Maintenance Plan, which will be subject to the Park Area's standard practices.

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10.2. Preservation and Maintenance Plan

The Lessee must submit a proposed Preservation and Maintenance Plan to the Lessor for its approval within 120 calendar days of the Commencement Date. The plan must be satisfactory to the Lessor and consistent with the requirements of the Secretary's Treatment Standards and NPS 28. The Lessor will provide the Lessee with an example of an acceptable Preservation and Maintenance Plan. This plan will include a plan for preservation projects in the coming calendar year and a maintenance calendar and standards. Once approved by the Lessor, the Lessee must comply with the plan's terms and the plan will be included as Exhibit E to this Lease. After consulting with the Lessee, the Lessor may make reasonable modifications to the plan from time to time to reflect changing maintenance and repair needs of the Premises.

10.2. Maintenance Plan

Commented [WK24]: EPTC Lease used this language for a combined Preservation and Maintenance Plan and it would seem appropriate to use this language in this lease.

~~If requested by the Lessor, the Lessee must submit to the Lessor for its approval a Lessee Maintenance Plan satisfactory to the Lessor. The plan, when approved by the Lessor, will become an exhibit to this~~

~~Lease without further action, and the Lessee must comply with its terms. After consulting with the Lessee, the Lessor may make reasonable modifications to the plan from time to time to reflect changing maintenance and repair needs of the Premises.~~

~~10.3. Preservation Maintenance Plan~~

~~If the Premises (or any part of the Premises) are Historic Property, the Lessee must repair and maintain all portions of the Premises that are Historic Property through a Preservation Maintenance Plan prepared by the Lessee and approved by the Lessor as appropriate and consistent with the requirements of the Secretary's Treatment Standards and NPS 28. The Lessee must submit a proposed Preservation Maintenance Plan to the Lessor within thirty (30) calendar days of the Commencement Date. The plan, when approved by the Lessor, will become an exhibit to this Lease without further action, and the Lessee must comply with its terms. After consulting with the Lessee, the Lessor may make reasonable modifications to the plan from time to time to reflect changing maintenance and repair needs of the Premises.~~

10.3.4. Maintenance Reserve Account [Optional]

(a) The Lessee must establish and manage a Maintenance Reserve Account. The funds in the Maintenance Reserve Account will be used to carry out, on a project-by-project basis, repair and maintenance needs of the Premises that are non-recurring within a seven-year time frame. Such projects may include repair or replacement of foundations, building frames, window frames, sheathing, sub floors, drainage, rehabilitation of building systems such as electrical, plumbing, built-in heating and air conditioning, roof replacement and similar projects. The Lessee will carry out projects as the Lessor directs in writing in advance of any expenditure being made and in accordance with project proposals approved by the Lessor. No projects may be commenced until the Lessee receives written approval from the Lessor in accordance with Section 10 of this Lease.

(b) Projects paid for with funds from the Maintenance Reserve Account will not include routine, operational maintenance of facilities or housekeeping and grounds keeping activities. Nothing in this section lessens the responsibility of the Lessee to carry out the maintenance and repair of the Premises from funds other than those in the Maintenance Reserve Account.

(c) The Lessee must establish the Maintenance Reserve Account within its accounting system. The Lessee must deposit into this account, within fifteen calendar (15) days after the last day of each month during the Lease Term, a sum equal to: _____ percent (____%) of the Gross Revenues (as defined in Section 5.4(b) of this Lease) for the previous month. If the Lessee fails to make timely deposits into the account, the Lessor may terminate this Lease for default or may require the Lessee to post a bond in an amount equal to the estimated annual account deposits based on the preceding year's Gross Revenues. The Lessee must periodically at times prescribed by the Lessor submit written reports to the Lessor containing such information as the Lessor may require concerning the Maintenance Reserve Account and the related activities of the Lessee.

(d) The balance in the Maintenance Reserve Account will be available for projects in accordance with its purpose. For all expenditures made for each project from the Maintenance Reserve Account, the Lessee must maintain auditable records, including invoices, billings, canceled checks, and other documentation required by the Lessor. The Lessor must approve in writing all withdrawals or expenditures from the account.

(e) Failure to expend Maintenance Reserve Account funds when directed by the Lessor will be considered as a material breach of this Lease for which the Lessor may seek monetary damages and other legal relief.

including termination of this Lease.

(f) At the termination or expiration of this Lease, the Lessee must pay all unexpended Maintenance Reserve Account funds to the Lessor as Additional Rent.

Section 11. UTILITIES

At its sole expense the Lessee must make all arrangements with appropriate utility providers (including the Lessor, where applicable), for all utilities furnished to the Premises, including gas, electricity, other power, water, cable, telephone and other communication services, sewage, and waste removal. Any utility service provided by the Lessor will be subject to the Lessor's established policies and procedures, including NPS Director's Order #35B, for the provision of utility services.

Section 12. HAZARDOUS MATERIALS

The following provisions apply to Hazardous Materials associated with the Premises:

- (a) No Hazardous Materials may be used, treated, kept, stored, sold, released, discharged or disposed of from, on, about, under, or into the Premises, except in compliance with all Applicable Laws and as approved by the Lessor in writing;
- (b) The Lessee must use, manage, treat, keep, store, release, discharge and dispose of its approved Hazardous Materials in accordance with all Applicable Laws. The Lessee is responsible for timely acquisition of any permits required for its Hazardous Materials and related activities and will be fully responsible for compliance with the provisions and conditions of such permits;
- (c) If any Hazardous Materials Occurrence caused by the Lessee results in any contamination of the Premises, other Park Area property or neighboring property, the Lessee must promptly take all actions at its sole expense as are required to comply with Applicable Laws and to allow the Premises or such other property to be used free of any use restriction imposed under Applicable Laws as a result of the Hazardous Materials Occurrence. Except in cases of emergency, the Lessor's written approval of such actions must first be obtained;
- (d) The Lessee at its expense is responsible for the abatement of Hazardous Materials in accordance with Applicable Laws in, on, or under the Premises as of the Commencement Date and thereafter; and
- (e) If the Lessee discovers any unapproved Hazardous Materials in or on the Premises or becomes aware of a Hazardous Materials Occurrence related to the Premises, the Lessee must immediately notify the Lessor.

Commented [NB25]: Add language explicitly stating that the Lessee is legally and financially responsible for all rehabilitation, restoration, and fines and judgements relating to the release of hazardous materials into the park and greater environment. The presumed lessee has a documented history of environmentally damaging activities and actions at the Tennis Center.

Section 13. INSURANCE AND INDEMNIFICATION

13.1. Insurance During the Lease Term

At all times during the Lease Term and at the Lessee's sole expense, the Lessee must obtain and keep in force for the benefit of the Lessee and the Lessor the insurance coverages set forth in Exhibit B to this Lease under the terms and conditions set forth in Exhibit B

Commented [WK26]: Need to confirm Exhibit lettering

13.2. Insurance Requirements Modification

No more often than once per Lease Year, the Lessor may review the insurance coverages required by Exhibit B of this Lease to determine whether those coverages are sufficient to protect the Lessor's interests as owner of the Premises. If the Lessor determines that the insurance coverages are not sufficient, then the Lessor may adjust or change the required insurance, and the Lessee, at its sole expense, must obtain insurance that meets the new requirements.

13.3. Disposition of Insurance Proceeds

All insurance proceeds received by or payable with respect to damage or destruction of the Premises (except proceeds of insurance covering loss or damage of the Lessee's Personal Property), less actual expenses incurred in connection with their collection, must be held by the Lessee in one or more federally insured, interest-bearing accounts, with all interest accrued thereon deemed proceeds of insurance for purposes of this Lease. However, if required by the Lessor, an insurance trustee acceptable to the Lessor may hold such proceeds for use in accordance with this Lease.

13.4. Inadequate Insurance Coverage

The Lessee is solely responsible for any inadequacy of insurance coverage or any failure of insurers. Nothing in this Lease and no oral or written statement or communication by the Lessor acknowledging that the Lessee's insurance satisfies the requirements in Exhibit B to this Lease constitutes the Lessor's approval of the Lessee's insurer or insurance coverage; or alters in any way the Lessee's sole responsibility and liability for any inadequacy of insurance coverage or any failure of insurers.

13.5. Indemnification of Lessor

The Lessee hereby agrees to save, hold harmless and indemnify the Lessor and its employees, agents, successors, and assigns for all losses, damages, or judgments and expenses resulting from personal injury, death, or property damage of any nature arising out of the Lessee's activities under this Lease, or the activities of the Lessee's employees, agents, Sublessees, or contractors; out of the design, construction, maintenance, or condition of Improvements on the Premises; or out of the condition of the Premises. Notwithstanding the foregoing, the Lessor may be liable for the negligent or wrongful acts or omissions of its employees to the extent authorized by the Federal Tort Claims Act (codified as amended primarily at 28 U.S.C. §§ 2671 et seq.) or as otherwise expressly authorized by Applicable Laws. The provisions of this section will survive the Expiration Date or Termination Date of this Lease.

Section 14. DAMAGE OR DESTRUCTION

14.1. Damage or Destruction; Duty to Restore

If the Premises or any portion thereof are damaged or destroyed at any time during the Lease Term, one of the following will occur as directed by the Lessor:

- (a) the Lessee, subject to the Lessor's prior written approval, must as promptly as reasonably practicable and with all due diligence repair or replace the damaged or destroyed Premises to the condition that existed prior to the damage or destruction; or
- (b) the Lessor may terminate this Lease without liability and the Lessee must pay the Lessor as Additional Rent the insurance proceeds resulting from the damaged or destroyed Premises.

14.2. No Termination; No Effect on Rental Obligation

No loss or damage by fire or other cause resulting in either partial or total destruction of the Premises, the Improvements thereon, or any other property on the Premises will operate to terminate this Lease except as provided in Section 14.1 of this Lease. Except as otherwise may be provided for in this Lease, no such loss or damage will affect or relieve the Lessee from the Lessee's obligation to pay the Rent required by this Lease and in no event will the Lessee be entitled to any prorated return or refund of Rent paid hereunder. Unless this Lease is terminated under Section 14.1, no such loss or damage will relieve or discharge the Lessee from the payment of taxes, assessments, or other charges as they become due and payable, or from performance of the other terms and conditions of this Lease.

Section 15. LIENS

15.1. No Power in Lessee to Create

The Lessee has no power to take any action that may create or be the foundation for any lien, mortgage or other encumbrance upon the reversion, fee interest or other estate of the Lessor or of any interest of the Lessor in the Premises, except as otherwise may be expressly approved by the Lessor in writing in accordance with the terms of this Lease.

15.2. Discharge of Liens by Lessee

The Lessee may not permit any liens to be filed or to stand against the Premises for any reason. If a lien is filed against the Premises, the Lessee must cause it to be discharged of record within sixty calendar (60) days after notice to the Lessee of filing the lien. If the Lessee fails to discharge or contest the lien within this period and the failure continues for a period of fifteen calendar (15) days after notice by the Lessor, then, in addition to any other right or remedy of the Lessor, the Lessor may, but is not required to, procure the discharge of the lien either by paying the amount claimed to be due, by deposit in court, or by bonding. All amounts paid or deposited by the Lessor for any of these purposes, and all other expenses of the Lessor and all necessary disbursements in connection with them, will become due and payable forthwith by the Lessee to the Lessor upon written demand therefore as Additional Rent.

15.3. No Consent or Request by Lessor

Nothing in this Lease constitutes the Lessor's express or implied consent, request, or authorization for any person or entity to perform any labor or furnish any materials in connection with the Premises.

Section 16. ASSIGNMENTS AND ENCUMBRANCES

16.1. Assignments

The Lessee may not effectuate an Assignment or Sublease of this Lease, in whole or in part, or grant any right, interest, privilege, or license whatsoever in connection with this Lease, without the Lessor's prior written approval. The Lessor may, but is not obligated to, approve or disapprove a requested Assignment or Sublease. In no event, however, will the Lessor approve an Assignment or Sublease unless the Lessor has determined that the proposed assignee or Sublessee is financially and managerially capable of carrying out the terms of this Lease.

The Lessor may assign this Lease or any or all of its rights or obligations under this Lease at any time.

16.2. Encumbrances

The Lessee may not effectuate an Encumbrance on the Premises without the Lessor's prior written approval. The Lessor may, but is not obligated to, approve or disapprove any requested Encumbrance. In no event, however, will the Lessor approve an Encumbrance unless the Lessor has determined that the Encumbrance only grants its holder, in the event of a foreclosure, the right to assume the Lessee's responsibilities under this Lease or to select a qualified new lessee, subject to the Lessor's written approval, and that it does not purport to grant its holder any rights to alter or amend the Lease's terms or conditions.

16.3. Transfer Premium [Optional]

~~If the Lessor approves an Assignment or Sublease of this Lease, the Lessee must pay to the Lessor as Additional Rent _____ percent (____%) of any "transfer premium" the Lessee receives from the assignee or Sublessee. "Transfer premium" means all rent, additional rent, or other consideration payable by such assignee or Sublessee to the Lessee in excess of the Rent payable by the Lessee to the Lessor under this Lease. The Lessee must pay the percentage of the transfer premium due to the Lessor within fifteen (15) calendar days after the Lessee receives any transfer premium from the assignee or Sublessee.~~

~~[Refer to the policy memorandum from the Associate Director, Business Services to Regional Directors, subject "Guidance on Inclusion of Transfer Premium Provisions in National Park Service Leases," dated June 20, 2021, for guidance on the determinations that must be made and documented before including a transfer premium provision in a lease.]~~

Section 17. DEFAULTS AND LESSOR'S REMEDIES

17.1. Termination for Default

The Lessor may terminate this Lease for default if the Lessee fails to perform any of its responsibilities or obligations under this Lease. Before terminating this Lease for default, the Lessor will provide the Lessee with a Notice of Default giving the Lessee fifteen (15) calendar days to cure a monetary default or thirty (30) calendar days to cure a non-monetary default. Notwithstanding the foregoing, if the Lessor determines that the Lessee is in default of the Lease and the Lessor has provided the Lessee two or more Notices of Default of any nature within the preceding twelve (12) months, then the Lessor may immediately terminate this Lease for default without providing the Lessee with further Notice of Default or the opportunity to cure the default.

If the Lessee does not cure its default within the applicable cure period, or if a cure period is not required, then the Lessor may terminate this Lease through written notice to the Lessee and require the Lessee to immediately remove its Personal Property from, and to vacate, the Premises. If the Lessee fails to remove all of its Personal Property from the Premises by the Termination Date or a later date specified by the Lessor in the notice of termination, then the Lessor may impound or otherwise dispose of that property in accordance with 36 C.F.R. § 2.22.

17.2. Bankruptcy

The Lessor may terminate this Lease in the event of a filing or execution of: (a) a petition in bankruptcy by or against the Lessee which is not dismissed within ninety (90) calendar days of its filing; (b) a petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor; (c) an assignment for the benefit of creditors; (d) a petition or other proceeding against the Lessee for the appointment of a trustee, receiver, or liquidator; or (e) the taking by any person of the leasehold created

by this Lease or any part thereof upon execution, attachment, or other process of law.

17.3. No Waiver

Neither the Lessor's failure to insist upon the strict performance of any of the terms and conditions of this Lease or to exercise any right or remedy upon a default nor the Lessor's acceptance of full or partial Rent during the continuance of any default will constitute a waiver of any default or of such terms and conditions. No terms and conditions of this Lease may be waived or modified except by a written instrument executed by the Lessor. No waiver of any default will affect or alter this Lease, but each and every term and condition of this Lease will continue in full force and effect with respect to any other then existing or subsequent default.

17.4. Lessor's Right to Cure Defaults

If a default occurs under the terms of this Lease and the Lessee fails to correct the default within the applicable cure period, the Lessor may choose to correct the default (entering upon the Premises for such purposes if necessary), and the Lessor will not be liable or in any way responsible for any loss, disturbance, inconvenience, or damage resulting to the Lessee as a result, and the Lessee must pay to the Lessor upon demand the entire expense of the correction as Additional Rent, including the cost of consultants or contractors hired by the Lessor to correct the default and related expenses. The Lessor may act upon shorter notice or no notice at all if necessary in the Lessor's judgment to meet an emergency situation, governmental time limitation, or to protect the Lessor's interest in the Premises.

Section 18. SURRENDER AND HOLDING OVER

18.1. Surrender of the Premises

(a) On or before the Expiration Date or Termination Date of this Lease, the Lessee must surrender and vacate the Premises; remove the Lessee's Personal Property from the Premises; and return the Premises, including the Lessor's Personal Property, to as good an order and condition as that existing upon the Commencement Date, or, if applicable, as that existing upon the completion of any Improvements by the Lessee, ordinary wear and tear excepted.

(b) For these purposes, the Lessor and the Lessee will prepare an Inventory and Condition Report of the Premises to constitute the basis for settlement by the Lessee to the Lessor for the Lessor's Personal Property, or elements of the Premises shown to be lost, damaged or destroyed. Any such Personal Property, or other elements of the Premises must be either replaced or returned to the condition required under this Section by the Lessee, ordinary wear and tear excepted, or, at the election of the Lessor, reimbursement made therefor by the Lessee at the then current market value thereof.

18.2. Holding Over

This Lease will end upon the Expiration Date or Termination Date and any holding over by the Lessee or the acceptance by the Lessor of any form of payment of Rent or other charges after such date will not constitute a renewal of this Lease or give the Lessee any rights under this Lease or in or to the Premises.

Section 19. NONDISCRIMINATION AND EMPLOYMENT LAWS

The Lessee and the Lessee's contractors must comply with the requirements of all Applicable Laws relating to nondiscrimination in employment and in providing facilities and services to the public. The Lessee will do nothing in advertising for employees that will prevent those covered by these laws from

qualifying for such employment. The Lessee must comply with all provisions of Executive Order 13706 of September 30, 2016, (Establishing Paid Sick Leave for Federal Contractors) and its implementing regulations, including the applicable contract clause, codified at 29 C.F.R. pt. 13, all of which are incorporated by reference into this Lease as if fully set forth in this Lease. The Lessee must comply with all provisions of Executive Order 13496 of January 30, 2009, (Notification of Employee Rights Under Federal Labor Laws) and its implementing regulations, including the applicable contract clause, codified at 29 CFR part 471, appendix A to subpart A, all of which are incorporated by reference into this Lease as if fully set forth in this Lease. The Lessee certifies that it does not operate any programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws. The Lessee agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of the False Claims Act, 31 U.S.C. § 3729(b)(4).

Section 20. NOTICES

Except as otherwise provided in this Lease, any notice, consent, or other communication required or permitted under this Lease must be in writing and must be delivered by hand, sent by courier, or sent by prepaid registered or certified mail with return receipt requested to the following addresses (or to such other or further addresses as the parties may designate by notice given in writing to the other party):

If to the Lessor:

~~[Lessor's address and name of person to whom the notice should be addressed]~~ Office of Business Services
National Capital Region
1100 Ohio Drive SW
Washington, DC 20242

If to the Lessee:

~~[Lessee's address and name of person to whom the notice should be addressed]~~

Section 21. GENERAL PROVISIONS

The following general provisions apply to this Lease:

- (a) The Lessor is not for any purpose a partner or joint venture participant of the Lessee in the development or operation of the Premises or in any business conducted on the Premises. Under no circumstances will the Lessor be responsible or obligated for any losses or liabilities of the Lessee. The Lessee may not publicize, or otherwise circulate, promotional or other material of any nature that states or implies endorsement of the Lessee or its services or products by the Lessor or any other governmental agency.
- (b) This Lease is not intended to, and does not, confer upon any person or entity, other than the parties hereto, any right or interest, including any third party beneficiary status or any right to enforce any provision of this Lease.
- (c) This Lease provides no right of renewal or extension to the Lessee, nor does it provide the Lessee with the right to award of a new lease upon termination or expiration of this Lease. No rights will be acquired by virtue of this Lease entitling the Lessee to claim benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.

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(d) The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Lessor will have the right to immediately terminate this Lease for default.

(e) If one or more provisions of this Lease are held to be invalid for any reason, such invalidity will not affect any other provision of this Lease, and this Lease will be construed as if the invalid provisions had not been contained in this Lease.

(f) All exhibits that may be referenced in this Lease are hereby attached to and incorporated in this Lease. The Lessor, after consultation with the Lessee, may make reasonable modifications to these exhibits without Lease amendment and as set forth in each exhibit that are in furtherance of the purposes of this Lease and not inconsistent with the terms and conditions of the main body of this Lease.

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- EXHIBIT A: Maps and Depiction of Premises
- EXHIBIT B: Insurance Requirements
- EXHIBIT C: Inventory and Condition Report
- EXHIBIT D: Initial Improvements by Lessee
- EXHIBIT E: Preservation and Maintenance Plan

~~All exhibits that may be referenced in this Lease are hereby attached to and incorporated in this Lease.~~

Commented [WK27]: Will need to renumber and cross reference all Exhibits to this lease to ensure consistency.
Will also need to resolve any discrepancies with references to these exhibits and Draft Lease Sections within the RFP - WGK

(g) Time is of the essence to this Lease and all of its terms and conditions.

(h) The laws of the United States govern the validity, construction, and effect of this Lease.

(i) This Lease constitutes the entire agreement between the Lessor and the Lessee with respect to its subject matter and supersedes all prior offers and negotiations, oral or written. This Lease may not be amended or modified except by a written instrument executed by the Lessor and the Lessee.

(j) The voluntary sale or other surrender of this Lease by the Lessee to the Lessor, or a mutual cancellation, or the termination by the Lessor pursuant to any provision of this Lease, will not work a merger, but, at the option of the Lessor, may either terminate any or all existing Subleases hereunder or operate as an Assignment to the Lessor of any or all Subleases.

(k) If more than one lessee is named in this Lease, each lessee is jointly and severally liable for performance of the obligations of this Lease.

(l) Any and all remedies available to the Lessor for the enforcement of the provisions of this Lease are cumulative and are not exclusive, and the Lessor may pursue either the rights enumerated in this Lease or remedies authorized by law, or both. The Lessee will be liable for any costs or expenses incurred by the Lessor in enforcing any term of this Lease, or in pursuing legal action for the enforcement of the Lessor's rights, including court costs.

(m) The Lessee may not construct new buildings or structures on the Premises, except that, with the prior written approval of the Lessor, the Lessee may construct minor additions, buildings, or structures determined by the Lessor to be necessary for support of the uses authorized by this Lease.

(n) Nothing contained in this Lease binds the Lessor to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year or administratively allocated for the subject matter of this Lease, or to involve the Lessor in any contract or other obligation for the future expenditure of money in excess of such appropriations. This Lease is subject to cancellation by the Lessor in the exercise

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of its sovereign authority to the extent provided by Applicable Laws.

Section 22. INTELLECTUAL PROPERTY [This section may be removed with solicitor approval]

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22.1. Overview and Definitions

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The NPS administers an assortment of treasured American properties and resources across the National Park System (System). The NPS's responsibilities in administering the System include the protection of associated Intellectual Property. The following definitions apply for purposes of this Section:

"Intellectual Property" means all rights protecting tangible or intangible contributions, products, inventions (whether or not patentable, whether or not patented, and whether or not reduced to practice), marks (whether or not registerable, whether or not registered, and whether or not used in commerce), works of authorship (whether or not copyrightable), or other creations of the human mind; this term includes copyrights (in all media now known or hereinafter devised), Marks, patents or patent applications, patents to be issued pursuant thereto, and all divisions, continuations, reissues, substitutes, and extensions thereof, trade secrets, confidential business information, technical data, computer software, rights of publicity or privacy, name, image or likeness rights, and similar protections.

"Marks" means all trademarks, service marks, trade dress, corporate and brand identifications, and indicia, including without limitation word marks, logos and other picture marks, names, phrases, symbols, composite marks, institutional images, look and feel, images of such party's employees, taglines, web content, domain names, and other identifiers, used by such party to distinguish its goods or services, whether registered or not and whether in use or not.

"NPS Marks" means all Marks belonging to the Lessor, including those that are of System-wide significance, such as the National Park Service name and the Arrowhead symbol, or specific to the Park Area, including the name of such System unit and unit-specific locations, facilities, or programs, and all derivatives and variations thereof.

22.2. Rights and Ownership of NPS Marks

The Lessee acknowledges that the Lessor is the sole and exclusive owner of all right, title, and interest in and to all NPS Marks, as well as to all combinations, forms, and derivatives. The Lessee further acknowledges, represents, and warrants that it has not acquired and will not acquire (whether by operation of law, by this Lease, or otherwise) any right, title, interest, or ownership (collectively "Ownership Rights") in or to any NPS Marks or any part thereof. Should any Ownership Rights become vested in the Lessee, the Lessee agrees to assign, and hereby assigns, all such Ownership Rights to the Lessor free of consideration. The Lessee must immediately provide and execute all documents reasonably requested by the Lessor to effectuate and record each such assignment. The Lessee shall not, during the Lease Term or at any time thereafter, do anything which, in the Lessor's sole judgment, could in any way damage the validity and subsistence of the NPS Marks, such as opposing, disputing, attacking, or challenging any NPS Marks or any application for registration or registration thereof, or filing a conflicting application for registration with respect to any NPS Marks, or assisting others in doing so. The Lessee may not use any NPS Marks without the separate written approval of the Lessor or the Lessor's official designee for intellectual property or brand management.

22.3. Rights and Ownership of Other Intellectual Property

The Lessor recognizes the importance of the Lessee's ownership, maintenance, and protection of its own Intellectual Property. The parties acknowledge and agree that each party owns all rights, title, and interest in its respective Intellectual Property, and that neither party will acquire and will not claim rights in or title to the other party's respective Intellectual Property. To use the other party's Intellectual Property in furtherance of the purposes of the Lease, a party must obtain the other party's prior written approval. A party will promptly provide the other party written notice of any action, claim, or demand brought or threatened by a third party against it when arising out of its use of any Intellectual Property in furtherance of the purposes of the Lease. The Lessee represents and warrants that any Lessee Intellectual Property used to carry out the purposes of this Lease will not infringe or misappropriate the rights of the Lessor or any third party, and Lessee indemnifies and will defend and hold harmless the Lessor and its officers, employees, and agents from and against any lawsuit, legal proceeding, action, claim, cause of action, demand or liability that arises from any act or omission of the Lessee or its officers, directors, employees, representatives, agents, or contractors related to any alleged violation, infringement, unauthorized use or misappropriation of any Intellectual Property of any third parties arising from or in conjunction with activities performed to carry out the purposes of this Lease or as part of Lessee's business, programs, operations, or other activities occurring upon or related to the Premises.

IN WITNESS WHEREOF, the Regional Director, Region, National Park Service, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary of the Interior, as the Lessor; and the Lessee have executed this Lease by proper persons thereunto duly authorized as of the date heretofore written.

LESSOR:

THE UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE

By: _____
Print Name: _____
Title: _____
Date: _____

LESSEE:

(_____)

By: _____
Print Name: _____
Title: _____
Date: _____

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EXHIBIT A: Inventory and Condition Report Map and Depiction of Lease Premises

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(Insert Inventory and Condition Report)

EXHIBIT B: Insurance Requirements

During the term of this Lease, the Lessee must maintain the following insurance coverage (where applicable as determined by the Lessor) under the following general terms and conditions and under such specific terms and conditions as the Lessor may further require with respect to each particular insurance policy.

1. Types of Insurance (Non-Construction)

(a) Property Insurance - An all risk or special form, including fire, vandalism and malicious mischief insurance. The amount of such insurance must be the full insurable value of the Premises. All such policies must specify that proceeds shall be payable whether or not any damaged or destroyed Improvements are actually rebuilt. All such policies must waive any requirement that a building or structure be replaced at its original site.

(b) Boiler and Machinery Insurance - At full replacement cost. The policy must specify that proceeds will be payable whether or not any damaged or destroyed Improvements are actually rebuilt. The policy must include an endorsement that waives any provision of the policy that requires a building or structure to be replaced at its original site, provided that, such endorsement does not operate to increase the insurance company's liability under the policy.

(c) Worker's Compensation and Employer's Liability Insurance - Worker's compensation insurance in the statutory amounts and coverage required under worker's compensation, disability and similar employee benefit laws applicable to the Premises and to the Lessee's use and occupancy of the Premises; and employer's liability insurance, with limits of not less than five hundred thousand dollars (\$500,000) for bodily injury per incident and five hundred thousand dollars (\$500,000) aggregate, or such higher amounts as may be required by law.

(d) General Liability - Comprehensive Farm Liability and/or Commercial General Liability through one or more primary and umbrella liability policies against claims for bodily injury and property damage occurring on the Premises, the Improvements thereon, or the streets, curbs or sidewalks adjoining the Premises, with such limits as may be required by the Lessor, but in any event not less than one million dollars (\$1,000,000) per incident and five million dollars (\$5,000,000) aggregate for the Premises. Such insurance must insure the performance by the Lessee of its indemnity obligations under this Lease.

~~(e) Business Interruption and Extra Expense Insurance - Business interruption and extra expense to cover the loss of income and continuation of fixed expenses in the event of damage to or loss of the Premises, including, with respect to the interests of the Lessor, the loss (or reduction) of Rent payments to the Lessor by the Lessee. Coverage amounts will be as required by the Lessor but in no event less than (\$) per incident and (\$) in the aggregate.~~

(~~e~~) Other - All other insurance that the Lessee should maintain to adequately protect the Premises, the Lessor, and the Lessee.

2. Insurance During Construction

At all times during Construction, the Lessee at its sole expense, must obtain and keep in force for the benefit of the Lessee and the Lessor the following insurance coverages:

(a) If requested by the Lessor at any time, performance and payment bonds approved by the Lessor, which bonds must cover payment of all obligations arising under all contracts let in connection with a Construction and guaranteeing performance and payment under the applicable contracts, and payment in

full of all claims for labor performed and materials supplied under such contracts. The bonds must be issued by a responsible surety company, licensed to do business in the state where the Park Area is located, in an amount not less than the amount of the respective contracts, including amounts for cost overruns, price increases, change orders, forced delays and the like, and must remain in effect until the entire work under the contracts is completed; and

(b) To the extent not covered by other property insurance maintained by the Lessee, comprehensive "all risk" or "special form" builder's risk insurance, including vandalism and malicious mischief, covering the Construction, all materials and equipment stored at the Premises and furnished under a construction contract, and all materials and equipment that are in the process of fabrication at the Premises of any third party or that have been placed in due course of transit to the Premises when such fabrication or transit is at the risk of, or when title to or an insurable interest in such materials or equipment, has passed to the Lessee, such insurance to be written on a completed value basis in an amount not less than the full estimated replacement cost of the Construction.

3. Conditions of Insurance

(a) The policy or policies required under this section must provide that in the event of loss, the proceeds of the policy or policies will be payable to the Lessee to be used solely for the repair or replacement of the property damaged or destroyed, as approved and directed by the Lessor, with any balance of the proceeds not required for repair, replacement, or removal paid to the Lessor; provided, however, that the insurer, after payment of any proceeds to the Lessee, will have no obligation or liability with respect to the use or disposition of the proceeds by the Lessee.

(b) All property and liability insurance policies must name the United States of America, on behalf of the National Park Service, as an additional insured.

(c) All of the insurance required by this section and all renewals must be issued by one or more companies of recognized responsibility licensed to do business in the state in which the Park Area is located with a financial rating of at least a Class B+ (or equivalent) status, as rated in the most recent edition of Best's Insurance Reports (or equivalent) or as otherwise acceptable to the Lessor.

(d) All insurance policies must provide that such policies may not be cancelled, terminated, or altered without thirty (30) days prior written notice to the Lessor. The Lessee must provide to the Lessor a copy of each policy and a certificate of the policy executed by a properly qualified representative of the insurance company evidencing that the required insurance coverage is in full force and effect on or before the Commencement Date, and annually thereafter. The Lessee must maintain all policies provided throughout the Lease Term and the Lessee must renew such policies before the expiration of the term of the policy.

(e) The Lessee and the Lessee's agents may not do anything, or permit anything to be done, in or about the Premises or on adjacent or nearby property that would invalidate or be in conflict with the provisions of any fire or other insurance policies covering the Premises or result in a refusal by insurance companies of good standing to insure the Premises in the amounts required under this Exhibit.

~~Template lease (with improvements)~~DRAFT ROCR Tennis Center Lease # L-ROCR002-2025 ~~(09-04-2025~~
~~revised version)~~(11/12/2025)

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EXHIBIT C: ~~Maintenance Plan~~Inventory and Condition Report

(Insert ~~Maintenance Plan Upon Completion and Acceptance~~Inventory and Condition Report here)

~~Template lease (with improvements)~~DRAFT ROCR Tennis Center Lease # L-ROCR002-2025 ~~(09-04-2025~~
~~revised version)~~(11/12/2025)

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EXHIBIT D: Initial Improvements by the Lessee

(Insert Initial Improvements that will be made by the Lessee under Section 8 of this Lease)

~~Template lease (with improvements)~~DRAFT ROCR Tennis Center Lease # L-ROCR002-2025 ~~(09-04-2025-~~
~~revised version)~~(11/12/2025)

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EXHIBIT ED: Preservation and Maintenance Plan

(Insert Preservation and Maintenance Plan upon Completion and Acceptance)

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OFFEROR FINANCIAL PROJECTIONS



INITIAL INVESTMENTS AND START-UP EXPENSES FORM

Grey Cells Are Input Cells

Name of Offeror

Lease ID#

Assets

Existing Assets

Assets necessary to the operation of the Lease, already owned by the Offeror, that will be allocated to the operation of the Draft Lease.

Possessory Interest/Leasehold Surrender Interest Value Real Property (not within the Park) Personal Property Inventory and Supplies Other (describe)	<input style="width: 100%; height: 100%;" type="text"/>
Subtotal	0

Planned Asset Acquisition

Assets necessary to Operate the Concession, that will be acquired by the Offeror if awarded the Draft Lease.

Possessory Interest/Leasehold Surrender Interest Value Real Property (not within the Park) Personal Property Inventory and Supplies Other (describe)	<input style="width: 100%; height: 100%;" type="text"/>
Subtotal	0

Total

Other

Start-Up Expenses Working Capital Other (describe)	<input style="width: 100%; height: 100%;" type="text"/>
Total	0

Total Initial Investments and Start-up Expenses

INITIAL INVESTMENTS AND START-UP EXPENSES FORM

Grey Cells Are Input Cells

Name of Offeror

Lease ID#

Notes

- 1) Formulas included in this form are provided by the NPS as guidance only. The Offeror is responsible for its financial projections and their accuracy.
- 2) Yellow cells represent categories that need to be explained on the "Investments Assumptions" worksheet.
- 3) All Offerors must include their estimate of the value of all property intended, whether planned for acquisition or currently owned, for use in the Draft Contract.
- 4) The items indicated above are the estimated planned expenditures for initial investment, defined as one-time costs in either the year prior to or the first year after the start of the Draft Contract.
- 5) Expenditures entered in this form should be in addition to that of typical annual capital investments and operating expense of the first year of the Draft Contract.
- 6) Expenditures entered into this form should not be included in the proforma income statement.
- 7) Expenditures entered in this form should be included in the cash flow proforma as capital expenditures in either the year prior to or the first year after the start of the Draft Contract.

Definitions

Start-up Expenses

One-time expenses incurred prior to the beginning of the contract, or during the first year of the contract, if needed, to implement your proposal.

Working Capital

Additional funds for working capital current assets such as pre-paid expenses, contingencies, and other necessary cash flow requirements. This should not be confused with Net Working Capital (current assets-current liabilities).

Offeror’s Transmittal Letter

RFP-L-ROCR002-2025

To: Regional Director
[Region Name]
National Park Service
[Region Street Address]
[Region City, State Zip]

Attention: Chief of Commercial Services

Dear Regional Director:

The enclosed Proposal is submitted in response to the Request for Proposals (RFP) for Lease **No. L-ROCR002-2025** (“Lease”) to lease National Park Service (“NPS”) property, issued by public notice as posted on the NPS website ([Request for Proposals - Leasing \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/request-for-proposals)) and posted on the official U.S. government website for contract opportunities (www.sam.gov), to operate the Rock Creek Tennis Center within Rock Creek Park. The name of the person or entity submitting this Proposal that would be the lessee under the Lease is [REDACTED] (“Offeror”). If the Offeror has not yet been formed, or the Offeror was formed recently and has no financial or operating history, this Proposal is submitted on its behalf by [REDACTED] as Offeror-Guarantor(s), who guarantee(s) all certifications, agreements, and obligations of the Offeror hereunder and make(s) such certifications, agreements and obligations individually and on behalf of the Offeror.

The Offeror understands that it will be bound by the terms and conditions of its Proposal, if selected as the best overall responsive proposal. The Offeror certifies that the information furnished herewith is complete, true, and correct, and recognizes that false statements may subject the Offeror to criminal penalties under 18 U.S.C. § 1001. The Offeror certifies that it has provided all information required by the RFP in order to be considered for selection.

The Offeror certifies in accordance with applicable law, including 2 C.F.R. part 180, the following:

1. None of the individuals or entities acting as the Offeror or a principal of the Offeror is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a public transaction by a federal department or agency.
2. Within the three years preceding submission of the Proposal, none of the individuals or entities acting as the Offeror or a principal of the Offeror has been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private agreement or transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, violating federal criminal tax laws, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty that would seriously and directly affect the lessee’s responsibility under the Lease.
3. None of the individuals or entities acting as the Offeror or a principal of the Offeror is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with the commission of any of the aforementioned offenses.

4. None of the individuals or entities acting as the Offeror or a principal of the Offeror has had one or more public transactions (federal, state, or local) terminated for cause or default within the three-year period preceding the submission of the Proposal.
5. If a corporation, the Offeror does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
6. If a corporation, the Offeror has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

If the Offeror is unable to certify one or more of the items above, it may sign this transmittal letter and, together with this transmittal letter, must submit detailed information explaining why it is unable to certify the item(s). The information the Offeror must submit includes a description of every incident that prevents the Offeror from certifying the item(s); the current status of each incident; and, if resolved, how each incident was resolved. The Offeror must explain how these incidents may affect the Offeror’s ability to fulfill the terms of the Lease.

The Offeror, by submitting this Proposal hereby agrees, if selected for award of the Lease:

1. That it intends to negotiate and execute a final Lease that is consistent with the requirements of the RFP.
2. To comply with the requirements of 2 C.F.R. Parts 180 and 1400 (available at [eCFR: Home](#)).
3. *[Include only if the Offeror is an entity, rather than an individual]* To deliver to the Regional Director within 10 days following the announcement of the selection of the Offeror as having submitted the best overall responsive proposal, current copies of the following:
 - a. Certificate from its state of formation indicating that the entity is in “good standing” (if such form is issued in that state for Offeror’s type of business entity);
 - b. Governing documents of Offeror (e.g., Articles of Incorporation and Bylaws for corporations; Certificate of Formation and Operating Agreement for LLCs; Partnership Agreement for Partnerships; or Venture Agreement for Joint Ventures); and
 - c. If the entity was not formed in the District of Columbia, evidence that it is qualified to do business there.

By _____ Date _____
 (Type or Print Name)

Signature: _____
 Title: _____
 Address: _____

Phone Number: _____
 email Address: _____

(End of Offeror's Transmittal Letter)

RE: [EXTERNAL] RE: 2022 Citi Open revenue numbers

Kevin Wynne <kevin@mdetennis.com>

Fri 11/4/2022 2:24 PM

To: Euken, Jamie <Jamie_Euken@nps.gov>; Robert Corbett <rob@mdetennis.com>; Dan Laufer <dan@8421events.com>

Cc: Washington, Wanda <Wanda_Washington@nps.gov>; Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>

Hi Jamie,

We had \$15,479 in cash parking revenue for daily on-site parking at Rock Creek Park. We also had \$17,134 in off-site daily fee parking at our satellite parking at Friendship Heights.

The total daily fee parking revenue of \$32,613 is a partial offset against the \$403,113 in total costs to run our complimentary shuttle service between Friendship Heights and Rock Creek Park all day everyday during the tournament, which costs were 52% higher this year compared to 2021 because of higher staffing rates and the substantial increase in the price of gasoline.

Let me know if you have any additional questions.

Thanks,

Kevin

From: Euken, Jamie <Jamie_Euken@nps.gov>

Sent: Friday, November 4, 2022 1:48 PM

To: kevin Wynne <kevin@mdetennis.com>; Robert Corbett <rob@mdetennis.com>; Dan Laufer <dan@8421events.com>

Cc: Washington, Wanda <Wanda_Washington@nps.gov>; Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>

Subject: Re: [EXTERNAL] RE: 2022 Citi Open revenue numbers

Kevin, do you have a break out of parking sales not associated with ticket purchase (day of/cash parking purchases)?

Thank you

Jamie Euken (he/him)

Permits Coordinator

Rock Creek Park

3545 Williamsburg Lane, NW

Washington, DC 20008

direct: (202) 895-6013

cell: (202) 369-4537

www.nps.gov/rocr

Picnic Grove Reservations:

www.recreation.gov or 1-877-444-6777

From: kevin Wynne <kevin@mdetennis.com>
Sent: Wednesday, October 26, 2022 11:10 PM
To: Euken, Jamie <Jamie_Euken@nps.gov>; Robert Corbett <rob@mdetennis.com>; Dan Laufer <dan@8421events.com>
Cc: Washington, Wanda <Wanda_Washington@nps.gov>; Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Subject: RE: [EXTERNAL] RE: 2022 Citi Open revenue numbers

Jamie,

Apologize for the delay. Accounting for the tournament is very involved in that most media revenue and some sponsor revenue comes from both the ATP and WTA tours as part of bundled deals for all tournaments around the world, and it takes time for individual tournaments to receive their reconciliations and payments. For example, we've received more than 50% distributions from both tours but are still owed substantial monies. However, despite the receivables still owing, the below P&L includes an estimate of all tour related revenue based on information provided by both tours, so the revenue figures are fairly accurate although they do not reflect monies actually received as of 10.13.22.

Similarly, expenses take time to reconcile with the number of vendors servicing the tournament and reconciliations with both tours on certain billback costs and other cost sharing. While some cost items are still not finalized, these expenses are fairly accurate as of 10.13.22 even though we expect expenses will slightly increase as we finalize our P&L by year end.

As noted in my earlier email, the tournament loses over \$2 million annually with another nearly \$2.3 million loss this year.

Revenue	2022 Actual @10.13
Television Revenue	\$1,883,973
Sponsor Revenue	4,863,578
Concessions Revenue	375,000
Merchandise Revenue	225,000
Miscellaneous Revenue	97,382
Ticket Revenue	4,864,399
Total Revenue	\$12,309,332

Expenses	
Tournament Facility Costs	(\$4,700,991)
Tennis and Tour Expenses	(2,905,888)
Staff Costs	(1,253,911)
WTEF Management Fee	(1,000,000)
WTEF Contribution / Additional Donation	(100,000)
Concessions	(942,076)
NPS Security / Police	(483,936)
Player Hotel & Transportation	(640,028)

Tournament Operations	(428,523)
Marketing & Promotion	(449,441)
TV Expenses	(346,748)
DC Special Event Tax and Sales Tax	(272,841)
Merchandise	(268,624)
Ticketing	(188,908)
Office Expenses	(114,399)
Other Donations / Contributions	(48,120)
Travel Expenses	(242,819)
NPS Expenses	(143,829)
Other Expenses	(50,151)
Total Expenses	<u>(\$14,581,233)</u>
Operating Loss	<u>(\$2,271,901)</u>

Let me know if you have any additional questions about the tournament's financial results. Thanks again for your patience.

Best regards,

Kevin

From: Euken, Jamie <Jamie_Euken@nps.gov>
Sent: Wednesday, October 26, 2022 9:17 AM
To: kevin Wynne <kevin@mdetennis.com>; Robert Corbett <rob@mdetennis.com>; Dan Laufer <dan@8421events.com>
Cc: Washington, Wanda <Wanda_Washington@nps.gov>; Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Subject: Re: [EXTERNAL] RE: 2022 Citi Open revenue numbers

I am once again asking for Citi Open revenue numbers, per my August 9 email. Please provide this information.

Jamie Euken (he/him)

Permits Coordinator

Rock Creek Park

3545 Williamsburg Lane, NW

Washington, DC 20008

direct: (202) 895-6013

cell: (202) 369-4537

www.nps.gov/rocr

Picnic Grove Reservations:

www.recreation.gov or 1-877-444-6777

From: Euken, Jamie <Jamie_Euken@nps.gov>

Sent: Friday, September 16, 2022 10:17 AM

To: kevin Wynne <kevin@mdetennis.com>; Robert Corbett <rob@mdetennis.com>; Dan Laufer <dan@8421events.com>

Cc: Washington, Wanda <Wanda_Washington@nps.gov>; Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>

Subject: Re: [EXTERNAL] RE: 2022 Citi Open revenue numbers

Please feel free to submit revenue as well as all expenses if you want NPS to have a clearer picture of the operation.

Jamie Euken (he/him)

Permits Coordinator

Rock Creek Park

3545 Williamsburg Lane, NW

Washington, DC 20008

direct: (202) 895-6013

cell: (202) 369-4537

www.nps.gov/rocr

Picnic Grove Reservations:

www.recreation.gov or 1-877-444-6777

From: kevin Wynne <kevin@mdetennis.com>

Sent: Friday, September 16, 2022 9:55 AM

To: Euken, Jamie <Jamie_Euken@nps.gov>; Robert Corbett <rob@mdetennis.com>; Dan Laufer <dan@8421events.com>

Cc: Washington, Wanda <Wanda_Washington@nps.gov>; Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>

Subject: RE: [EXTERNAL] RE: 2022 Citi Open revenue numbers

Hi Jamie,

Sorry for the delay. Finishing up our initial P&L.

You've asked for revenue numbers only but the event, once again, lost over \$2 million. We think its critically important to include an early estimate of the final tournament financial results so that everyone has a clear picture of the significant financial challenges that may impact the long-term sustainability of the tournament and not just look at revenue which provides an inaccurate representation of the tournament.

Will get this over asap.

Thanks,

Kevin

From: Euken, Jamie <Jamie_Euken@nps.gov>

Sent: Friday, September 16, 2022 9:20 AM

To: kevin Wynne <kevin@mdetennis.com>; Robert Corbett <rob@mdetennis.com>; Dan Laufer <dan@8421events.com>

Cc: Washington, Wanda <Wanda_Washington@nps.gov>; Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>

Subject: Re: [EXTERNAL] RE: 2022 Citi Open revenue numbers

Any update on providing the information requested August 9?

Jamie Euken (he/him)

Permits Coordinator

Rock Creek Park

3545 Williamsburg Lane, NW

Washington, DC 20008

direct: (202) 895-6013

cell: (202) 369-4537

www.nps.gov/rocr

Picnic Grove Reservations:

www.recreation.gov or 1-877-444-6777

From: kevin Wynne <kevin@mdetennis.com>

Sent: Wednesday, August 10, 2022 3:55 PM

To: Euken, Jamie <Jamie_Euken@nps.gov>; Robert Corbett <rob@mdetennis.com>; Dan Laufer <dan@8421events.com>

Cc: Washington, Wanda <Wanda_Washington@nps.gov>; Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>

Subject: [EXTERNAL] RE: 2022 Citi Open revenue numbers

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Hi Jamie,

We are pulling all of this information together and will take a couple of days for us to complete our reconciliation. Note, I am finalizing the sales numbers for RGI and GSI per the Subconcession Agreements with both.

Thanks,

Kevin

From: Euken, Jamie <Jamie_Euken@nps.gov>

Sent: Tuesday, August 9, 2022 1:26 PM

To: kevin Wynne <kevin@mdetennis.com>; Robert Corbett <rob@mdetennis.com>; Dan Laufer <dan@8421events.com>

Cc: Washington, Wanda <Wanda_Washington@nps.gov>; Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>

Subject: 2022 Citi Open revenue numbers

Every year, we request the following revenue numbers. Please provide the following:

- General Admission/Tickets revenue
- Suite/VIP Tickets revenue
- Other entry-based revenue streams (media, special access, autograph sessions, etc.)
- Food/Beverage Sales
- Merch/Retail Sales
- Tennis Channel broadcast rights and other TV rights revenue
- Advertising/Sponsorship revenue
- Onsite Parking revenue
- Booth/Space rental revenue
- Any other additional revenue earned by WTEF, Mr. Ein, or other organizing parties because of the tournament. Please be specific on the type of revenue and who earned it.

Thank you

Jamie Euken (he/him)

Permits Coordinator

Rock Creek Park

3545 Williamsburg Lane, NW

Washington, DC 20008

direct: (202) 895-6013

cell: (202) 369-4537

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Request for Proposals
RFP# L-ROCR002-2025
Rock Creek Tennis Center
Washington, D.C.



Aerial View looking North from the stadium at the Rock Creek Tennis Center (Source: NPS File Photo)

Key dates for this Request for Proposals are as follows:

RFP Release Date: Monday, December 1, 2025
Proposal Submittal Deadline: Wednesday, December 17, 2025
Anticipated Date to announce negotiations are beginning with selected Offeror: Two to Three Weeks after Submittal Deadline
Anticipated Lease Effective Date: Monday, February 01, 2026 - Subject to Negotiation

Commented [NB1]: This proposed schedule does not allow for full consideration of all potentially interested parties. The advertisement occurs during the holiday season, and is too short to allow for sufficient response. In addition, park staff – who are most familiar with the location – would need sufficient time to review the submissions. This would be difficult during the holiday season, when those of us who worked through the shutdown will be taking leave.

Commented [WK2]: All dates and times will need to be updated upon final approval.

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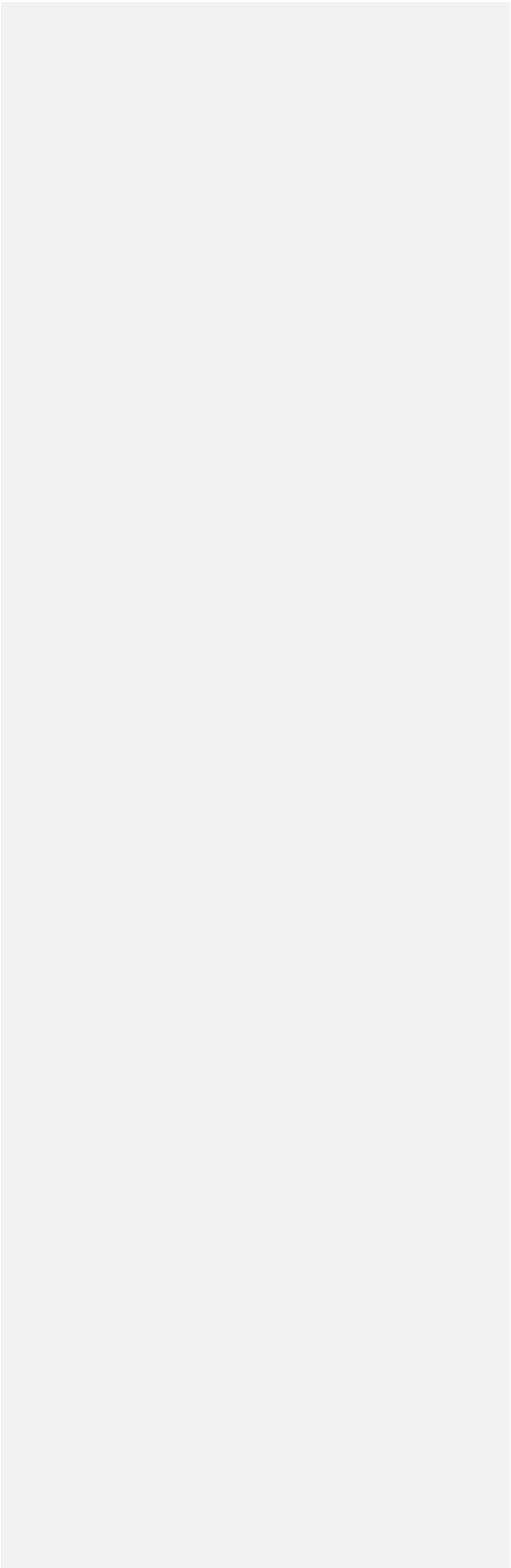
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SUMMARY OF LEASING OPPORTUNITY

This Request for Proposals (RFP) provides the opportunity for any interested individual or organization (hereafter referred to as an "Offeror") to submit proposals to the National Park Service (NPS or "Lessor") for Lease No. L-ROCR002-2025 ("Lease") to lease NPS property, including the Rock Creek Tennis Center (hereafter referred to as the "Tennis Center") located in East Potomac Park, the Brightwood Recreation Area in Northwest Washington, DC, within the Rock Creek Park ("Park Area").

The selected Offeror will have a specified period of time to negotiate the final terms of the Lease with the NPS based on the attached Draft Lease, included as Attachment A to this RFP, and consistent with the requirements of this RFP. Elements of the selected Offeror's proposal may be incorporated into the Lease at the Lessor's discretion.

Overview of Property Offered for Lease

The Tennis Center is located at 5220 16th Street NW, Washington, D.C., within ~~the~~ Rock Creek Park ~~at~~. The property is located at the corner of intersection of 16th and Morrow Drive, Kennedy Street NW. The area to be leased is shown in greater detail in Exhibit A to the Draft Lease, which is included as Attachment A to this RFP.

The lease location has ~~with~~ outdoor and indoor climate-controlled courts that allow for year-round play, and ~~includes the~~ William H.G. Fitzgerald Tennis Stadium, site of the Mubadala Citi DC Open tennis tournament. The facility has ~~sufficient ample~~ parking ~~due to the location of the adjacent Carter Barron Amphitheater parking lot, built in the 1950s as part of the Carter Barron Amphitheater complex, located to the south of the tennis center. Known as the Brightwood Recreation Area, the lease location and this area of Rock Creek Park is heavily used by nearby residents and park visitors for athletic, picnic, and special event activities, including performances at the Carter Barron. It also provides trailhead parking for visitors accessing the park's historic trails network and the recreational amenities located in the adjacent Rock Creek valley, frequented by locals and some visitors to the area. The portion of the property devoted to tennis activities~~ currently offers both clay and hard courts. ~~Parking is available adjacent to the Tennis Center.~~

Commented [NB3]: Park staff unanimously oppose the lease boundaries of this proposal, based on impacts to the historic district, historic properties to include Carter Barron Amphitheater, park natural resources, the visitor experience, and Threatened and Endangered Species. See the park's comments in response to the proposed lease. Specifically: The GMP selected alternative determined that "long-term protection of the endangered Hays Spring amphipod" – the drainages for which occur in the Brightwood Recreation area – "could be enhanced by implementing more active protection of springs and their up-gradient drainages." These protections were put in place in a recent cooperative \$1million plus project between NPS and the District of Columbia, which installed these protections throughout the Brightwood recreational area. This lease removes these protections from the park's control. Also, disturbance of these drainages by the publicly announced and anticipated redevelopment of the site by MDE Tennis may cause take, as defined under Section 7 of the Endangered Species Act. Also, as noted in the GMP, "The preferred alternative would maintain the traditional character and visitor experiences of Rock Creek Park and the Rock Creek and Potomac Parkway. Moderate, beneficial, long-term effects would be associated with upgraded trails throughout the park; improvements to visitor contact, interpretation, and education facilities and services; and improved access for visitors with impaired mobility. Improved working conditions for park administrative staff and personnel in the U.S. Park Police District 3 substation would result in a moderate beneficial effect on park operations, but the intensity of the beneficial impact perceived by the public probably would be minor. Compared to the no action alternative, this alternative would have a moderate, beneficial effect on the park's recreational opportunities." This lease may well lead to redevelopment that is directly opposed to the determination of the GMP as well as the park's enabling legislation, which calls for the protection of all historic and natural resources. This lease also transfers control of the parking lot – a facility purposely built in the 1950s for the operation of the Carter Barron Amphitheater – to the lease holder. Carter Barron Amphitheater has been present in the park for 75 and long predates the tennis center. Unlike the tennis center, Carter Barron is a historic facility that contributes to conditions that make the Rock Creek Historic District eligible for listing in the National Register. Reassignment of that parking lot to the tennis center lease will irreparably damage the Amphitheater's ability to operate, and does not comport with the GMP, the park's Foundation Document, or the park's enabling legislation. Finally, the park recently determined that one of the preferred location for the new USPP D-3 substation is the north athletic field, an option foreclosed by this lease.



North Courts Looking East – NPS Photo

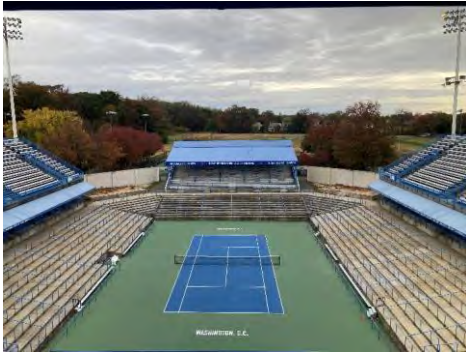


Tennis Bubble – NPS Photo



NPS File Photos of outdoor courts





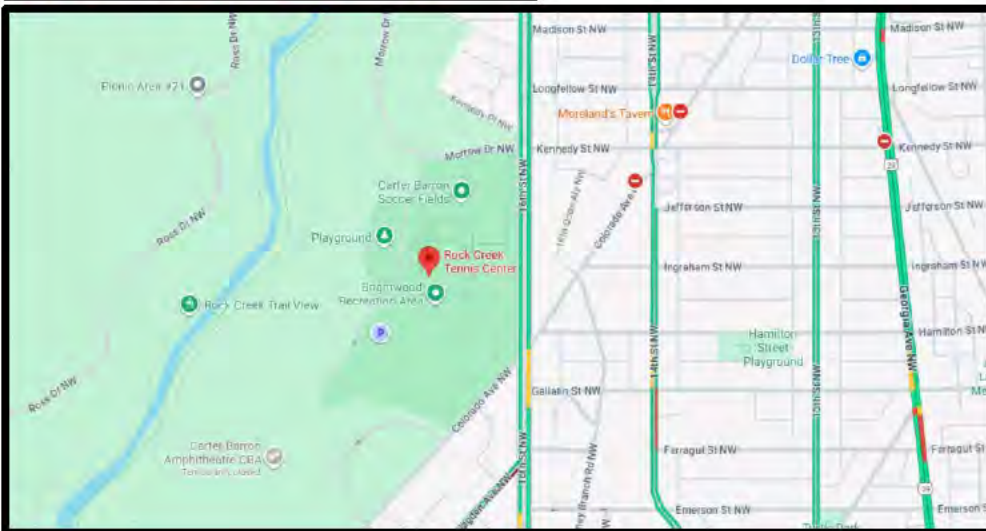
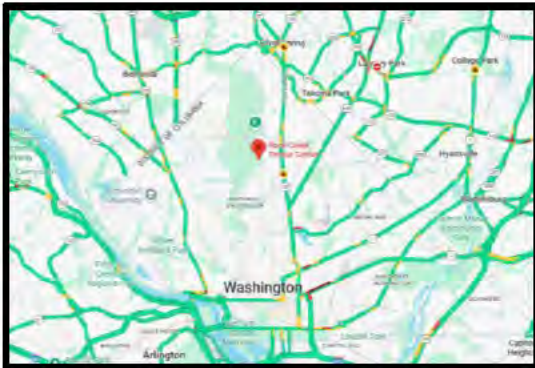
Additional pictures of the leased premises will be added as soon as they are obtained

Overview of Lease Terms and Conditions

The property will be leased as-is; the lessee will be responsible for the repair and maintenance of the leased premises throughout the term of the Lease and for any improvements. Improvements must be approved in advance by the NPS and carried out in accordance with the [Secretary of the Interior's Standards for Historic Preservation](#). The NPS expects the lessee to continue operation of the leased premises as a tennis center throughout the term of the Lease.

A detailed description of the Lease terms and conditions are included in Draft Lease, which is included as Attachment A to this RFP. The location of the Tennis Center property and buildings offered for lease are depicted in Exhibit 1, below:

Exhibit 1: Location of the Tennis Center



Commented [NB4]: Given the proposed scope of the lease area, this description must be expanded. Recommend revising to read, "The NPS requires the lessee to continue operation of the leased premises area around, and including, the Tennis Center, as a tennis-focused recreational facility. In addition, the NPS requires the lessee to maintain operations of the Carter Barron Parking Lot, for which the primacy of use and unfettered access will be for performances at the adjacent Carter Barron Amphitheater; the permitted North and South Athletic Fields, administered by the District of Columbia Department of Recreation; the permitted Picnic Grove 24 facilities, administered under the Recreation.gov system, to include the pavilion, restroom, playground, grilling and other amenities; the first-come, first-serve access to the Picnic Grove 23 location, south of the Tennis Center; the unfettered park visitor and maintenance access provided by Morrow Drive NW and Stage Road NW; the unfettered park visitor and maintenance access provided by the recreational trail network in the area; access, through a NPS Public Gathering permit, of 5K and 10K race permit events in the Picnic Grove 24 and parking lot area; the unfettered access by the Right of Way permit holder to the telecommunications facility located within the proposed lease area; and the unfettered access for government, private, and non-profit entities to maintain, at all times, the extensive best management practices stormwater system, installed within the parking area, the south athletic field, and other locations throughout the lease area."

Lease Premises

The area to be leased under this RFP consists of the 7,500-seat William H.G. Fitzgerald tennis stadium, five (5) indoor hard courts under a temperature-controlled tennis bubble, ten (10) outdoor Har-Tru clay courts, and ten (10) outdoor hard courts. It also includes, an administrative building with men's and women's locker rooms, the Picnic Grove 24 historic facilities to include the pavilion, playground equipment, fire structure, Mission 66 restroom, and the recently rehabilitated historic structure (former restroom) to the north of Picnic Grove 24; two athletic fields; the Picnic Grove 23 facilities (tables, fire structure); the historic roadways (Stage Road NW and Morrow Drive NW; an extensive stormwater management structure system; and the Carter Barron Parking Lot, for which the primacy of use will continue to be for Carter Barron performances, a storage building, a small storage shed, picnic areas, recreational fields, parking lot, and interior roads. Regarding the tennis facilities, tThe courts were constructed in 1960, the bubble in 1974, and the tennis stadium in 1987-88, and the administrative building in 1995. The parking lot was constructed in the early 1950s. The picnic pavilion was constructed in XXXX. The rehabilitated historic structure was constructed in XXXX. The roadways were constructed in the XXXX and the 1950s. The stormwater management system was constructed in the 2010s. Maps and a depiction of the property can be found in Exhibit A to the Draft Lease included as Attachment A to this RFP. An Inventory and Condition Report for the Leased Premises can be found in Exhibit C of Attachment A.

Commented [NB5]: The men's and women's locker rooms are part of the tennis stadium. Delete this clause.

Commented [NB6]: Delete this clause.

Use of the Lease Property

Key information about authorized uses:

- The lessee may use the leased premises for any and all legal purposes that are usual and customary in the operation of a tennis center and tennis-related facilities and events, including the operation and provision of related or incidental services such as retail tennis shops, food and beverage sales, training facilities, and tournaments (with prior NPS approval per event). Operation of the area immediately adjacent to the Tennis Center will be undertaken in accordance with the Rock Creek Park Tennis Center Environmental Impact Statement, Record of Decision. Under the Record of Decision, tThe operator is limited to one "major" tournament per year, with the option to have a second "major" tournament with NPS approval. This includes the provision in the Record of Decision that requires that any tournament be operated for the benefit of charity only, specifically noting that the Record of Decision allows for a second tournament "only when such an event would generate a significant amount of funding in advance for tennis programs for youth, seniors and special populations."
- Overall operation of the area will be undertaken in accordance with the Rock Creek Park and Rock Creek and Potomac Parkway General Management Plan, the Rock Creek Park Foundation Document, the Rock Creek Park Enabling Legislation, the Carter Barron Historic Structure Report, the Rock Creek Park White-tailed Deer Management Plan, the Recovery Plan for the Hay's Spring Amphipod (*Stygobromus havi*); and the Code of Federal Regulations § 7.96, among others. The services and amenities provided must be consistent with those offered at comparable or superior public tennis and recreational facilities located in the District of Columbia, Maryland, and Virginia.
- The lessee will determine, establish, and implement operational and managerial policies, procedures, and schedules for the Tennis Center; establish and implement all playing fee categories and rates; implement grounds maintenance practices that adhere to all applicable laws; hire, train, and supervise employees; and organize and provide tennis lessons for all levels of playing ability and age groups.
- The lessee will supervise and direct all advertising and business promotions for the Tennis Center.
- The NPS expects the lessee to employ a qualified and experienced Tennis Center manager and maintenance staff.

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Commented [NB7]: What about all the other fee operations in the area – the picnic grove, the athletic fields; and the permitted events – 5K and 10K races?

Under the terms of the NPS's existing concession contract for the operation of the Tennis Center, the lessee must negotiate the purchase of all personal property that the current operator of the Tennis Center used or held for use in connection with the operation of the Tennis Center from the current operator. A list of the current operator's personal property is in Attachment G to this RFP.

Additionally, the NPS does not own, control, or have any financial or operational interest in the Mubadala Citi DC Open Tennis Tournament. If a future operator is interested in hosting this event at the Tennis Center they will need to coordinate with holder of the Mubadala Citi DC Open sanction.

Term of the Lease

The lease term could commence as early as March 1, 2025, with rent, insurance, repair and maintenance, utility payments and billing, and all other Lease obligations beginning upon the commencement date of the Lease. However, the actual Lease commencement date is subject to negotiation between the NPS and the selected Offeror. The term (duration) of the Lease proposed by the selected Offeror should be supported by details in the Offeror's response to Criterion 2 and allow for a reasonable return on investment as determined by the Offeror. The NPS is required by regulation (36 C.F.R. §18.10) to award the Lease for the shortest term possible, taking into account the financial obligations of the lessee and other factors, but may not be for a term of more than 60 years.

Rent

Under 36 C.F.R. part 18 (Part18), the Lease must require payment of rent to the government that is at least equal to the property’s fair market value rent. The amount of rent included in the Lease will be negotiated with the selected Offeror, provided that the rent is at least equal to the property’s fair market value rent as determined by the NPS.

Commented (NB8): Has this determination been made? If so, has the documentation been provided to the Park and NCR for review? If not, how have the base and annual rent determination been made?

The Lessor may approve rent offsets for the lessee’s expenditures related to initial improvements and future alterations approved by the NPS in accordance with the terms of the Draft Lease included as Attachment A to this RFP.

Each Lease Year the Lessee must pay to the Lessor “Base Rent” in the amount of \$240,000 a year payable in advance in equal monthly installments on the first day of each calendar month. Base Rent is not subject to Rent offsets.

Insurance

During the term of this Lease, the lessee must maintain general liability, boiler and machinery, property, and worker’s compensation and employer’s liability. Insurance policies must list the United States of America as additionally insured. Further information regarding insurance requirements can be found in Exhibit B to the Draft Lease.

The Lessor will periodically review the lessee’s insurance coverage amounts. These reviews will ensure the lessee has appropriate coverage considering any changing circumstances.

Other Terms and Conditions

The proposed terms and conditions of the offered Lease are described in Draft Lease included as Attachment A to this RFP, and are consistent with Part 18.

Premises Condition

The premises will be leased to the lessee in “as-is” condition.

Contractors

The lessee may utilize contractors to perform repairs, replacements, and improvements, and to provide event services.

- The lessee’s contractors must abide by all Lease provisions as well as all applicable laws. The lessee is responsible for its contractors and compliance with the terms of the Lease.
- The lessee must require its contractors to maintain appropriate insurance coverage that names the lessee and the United States of America as an additionally insured.

Utilities

Subject to advance written approval by the Lessor of any utility service, the lessee, at its sole expense, must make all arrangements with appropriate utility providers (including the Lessor where applicable), for all utilities furnished to the leased premises, including water, electricity, telephone, cable, and internet access. Any utility service provided by the Lessor will be subject to the Lessor’s established policies and procedures for provision of utility services to third parties, which can be found in NPS Director’s Order #35(B).

Sustainability

The NPS makes land management decisions within the Park area to fulfill the mission of the Park. Impacts to the environment must be considered during each decision. Water quality is of special concern, as is the use of chemicals and the conservation of energy and natural resources.

- The lessee must ensure that hazardous and universal waste generated from the site is disposed of in accordance with all applicable laws.
- The lessee must make every effort to reduce, reuse, and recycle solid waste.

Competitive Process

This Lease opportunity is open to all interested persons and businesses on a competitive basis. Whoever submits the responsive proposal determined by the NPS to best meet, on an overall basis, the proposal selection criteria will be given an opportunity to negotiate the final terms of the Lease with the NPS. The final terms of the Lease must be consistent with the requirements of this RFP and the requirements of Part 18.

To be selected by the NPS, an Offeror must demonstrate that they have the managerial experience and capability, and the financial capacity to carry out and finance their proposed operational model. The proposal selection criteria and the NPS's process for selecting the lessee are described in detail in the sections below titled "Proposal Selection Criteria" and "Evaluation and Selection Process." The NPS may determine that a proposal is non-responsive and not consider it further. The NPS also may reject all proposals received and cancel this RFP at any time without liability.

Proposal Submission Protocol

Offerors may only submit proposals electronically. Proposals that are not received at the designated electronic address below by the specified deadline will not be considered.

The NPS will not consider proposals received by phone, fax, mail, and any other means of transmittal other than email. Please refer to the "Proposals Considered Public Documents" section at the end of this RFP if you believe that your proposal contains trade secrets or confidential commercial and financial information that you do not want to be made public.

Authority

This RFP is issued under the authority of 36 C.F.R. part 18. This RFP and the offered Lease are subject to and incorporate all terms and conditions of Part 18 as applicable. In the event of any conflict between the terms of this RFP and Part 18, Part 18 controls.

The NPS has the authority to lease buildings and historic property through its general leasing authority (54 U.S.C. § 102102), historic property leasing authority (54 U.S.C. § 30621), and other applicable authorities.

REQUIREMENTS

Proposals must be submitted no later than **Wednesday, December 17, 2025**, electronically to: NPSNCRLeasing@nps.gov

The subject line should include the following: "Tennis Center RFP L-ROCR002-2025."

Offerors must submit their proposal in electronic format using Microsoft Word or Adobe Acrobat. Financial data may be in Microsoft Excel format. Proposals must be formatted to 8-1/2" x 11"-page size.

Commented [NB9]: Sustainability is actually resource protection. The focus for this section must be the preservation of historic and natural resources, as mandated in the park's enabling legislation. Recommend rewording to read, "The NPS makes land management decisions within the park based on the National Park Service Organic Act in coordination with Rock Creek Park's enabling legislation, which specifically requires "the preservation from injury or spoliation of all timber, animals, or curiosities within said park, and their retention in their natural condition, as nearly as possible." This includes historic resources, such as the Picnic Grove 24 facilities and the adjacent Carter Barron Amphitheater. It also includes the critically important Threatened and Endangered Species that occur in and around the Brightwood Recreation Area. The National Park Service requires the Lessee to consider the preservation of these resources as the highest priority for operations, maintenance and proposed improvements in the lease area, and will prioritize its selection of the lease holder on this basis. In addition, in its operations:

- The lessee must ensure that hazardous and universal waste generated from the site is disposed of in accordance with all applicable laws.
- The lessee must make every effort to reduce, reuse, and recycle solid waste."

Commented [WK10]: Is this still a true statement?

Commented [WK11]: This date will need to be revised once the RFP is cleared by SOL.

While there is no limit on the file size of your proposal, the total file size of the email submission, including all attachments, cannot exceed 40MB. If your proposal exceeds this limit, you must break it into smaller files and send them in separate emails.

Proposals are limited to 50 pages or less, not including of the Attachments to this RFP that must be submitted. Any proposals over these limits will be deemed non-responsive and not evaluated further.

Commented [WK12]: Should we consider limiting this further.

Proposals should be organized with the same format and naming system as this RFP, and should contain clear, concise, answers that address all the required criteria. Proposals that do not provide all required responses will be deemed non-responsive and not evaluated further.

PROPOSAL SELECTION CRITERIA OVERVIEW

The NPS will select the best responsive proposal received under this RFP under the following selection criteria:

- The compatibility of the proposal's intended use of the offered property with respect to preservation, protection, and visitor enjoyment of the Park Area;
- The financial capability of the Offeror to carry out the terms of the Lease;
- The experience of the Offeror demonstrating the managerial capability to carry out the terms of the lease;
- The ability and commitment of the Offeror to conduct its activities in the Park Area in an environmentally enhancing manner through, among other programs and actions, energy conservation, waste reduction, and recycling;
- The ability and commitment of the Offeror to make improvements to and maintain the Tennis Center in a manner acceptable to the NPS; and
- The benefit to the NPS of the financial terms of the proposal, including the amount of rent proposed.

Commented [NB13]: See our previous comment regarding "Sustainability". Recommend rewording to read, "The compatibility of the proposal's intended use of the offered property with Rock Creek Park's mission, as stated in the park's enabling legislation as well as with respect to the National Park Service Organic Act."

Commented [WK14]: This is required by 36 CFR 18.8(e)(iv)

Commented [NB15]: We need to include a clause about the ability and commitment of the Offeror to maintain and conduct minor improvements, as authorized by the NPS, for the existing recreational amenities in the area. This includes the recognition of the primacy of use for the parking lot for Carter Barron Amphitheater performances, upon the restoration and re-operation of that facility.

PROPOSAL CONTENT

Proposals submitted in response to this RFP must include 1) responses to the Requested Information listed below on the appropriate forms provided as Attachments B-F to this RFP; and 2) responses to the six (6) Proposal Selection Criteria listed below, offerors are required to supply the specific information identified in the Required Response section for each of the six (6) Proposal Selection Criteria. Please label responses correspondingly and respond fully and accurately to all questions or requests.

REQUESTED INFORMATION

Offeror Business History Information

Offerors must complete and submit the Business History Information form (NPS Form 10-352) provided in Attachment B to this RFP.

Offeror Business Organization Information

Offerors must complete and submit the applicable Business Organization Information (NPS Form 10-353 for an Individual or Sole Proprietorship or NPS Form 10-354 for a Corporation, Limited Liability Company, Partnership, or Joint Venture) provided in Attachments C and D to this RFP.

Offeror Transmittal Letter

Each proposal must include an Offeror's Transmittal Letter using the template provided in

Attachment F to this RFP and the individual that signs the transmittal letter must be duly authorized to sign on behalf of the Offeror.

PROPOSAL SELECTION CRITERIA

Criterion 1: Use

The compatibility of the Offeror's intended use of the leased property with respect to preservation, protection, and visitor enjoyment of the Park Area.

NPS Objective: The NPS is interested in continuing the existing use of the Tennis Center and the overall Brightwood Recreation Area. Proposals must be compatible with the authorized uses of the premises as described in Section 6 of the Draft Lease. NPS is also interested in uses of the property that will serve the local community, such as providing training and education for younger athletes and tennis-related youth programs.

Commented [NB16]: As noted earlier, the lease holder must also continue the existing non-tennis recreational uses of the area. As also stressed throughout these comments, it must be stated that this includes maintenance of the parking area and its primacy of use for Carter Barron events.

Required Response: Describe in detail your proposed operational concept for the Tennis Center and the other recreational, natural and historical amenities associated with this lease, including, but not limited to, services and amenities consistent with the authorized uses of the Premises found in Section 6 of the Draft Lease, and any other additional proposed uses (services or amenities). Proposed improvements to the premises related to any newly proposed or existing uses should be described in your response to Criterion 5.

Criterion 2: Financial

The financial capability of the Offeror to carry out the terms of the Lease.

NPS Objective: The selected Offeror must be capable of operating and maintaining the Tennis Center and other recreational, natural and historic amenities associated with this lease, as well as making the financial investment required for the initial improvements or future alterations described by the Offeror in response to Criterion 5. Offerors must propose a Lease term (duration of Lease) that they believe is necessary for a reasonable return on their investment.

Required Response: Offerors must provide the following information:

- Demonstrate the source and availability of the funds necessary to carry out your obligations under the terms of the Draft Lease, including any proposed initial improvements or future alterations, by submitting bank statements, bank financing commitment letters, or similar documents that substantiate your financial capability. The Service will only consider documentation of illiquid assets (for example, real estate holdings) as relevant to this Criterion if the Offeror also provides evidence of a current line of credit for those assets.
- Complete NPS Form 10-355B, included in Attachment E to this RFP, to provide financial information for revenue-producing leases.
- A complete credit report in the name of the Offeror that includes scores and is dated within thirty (30) days prior to the date of its submission to the NPS. The report must be from a major credit reporting company such as Equifax, Experian, TRW, or Dun & Bradstreet. If the Offeror is not yet formed, include a credit report for each of the individuals or entities that will have ownership interests in or control of the potential lessee.
- A proposed Lease term (which may not exceed 60 years).

Criterion 3: Experience

The experience of the Offeror demonstrating the managerial capability to carry out the terms of the Lease.

NPS Objective: The selected Offeror must be capable of carrying out all terms of the Draft Lease, including managing the Tennis Center and the other recreational, historical and natural amenities associated with this lease in accordance with the authorized uses and carrying out any proposed initial improvements.

Required Response: Describe in detail your experience and managerial capability relevant to 1) operating a Tennis Center similar in scope and scale to the Rock Creek Tennis Center; 2) operating and maintain recreational amenities similar in scope and scale to those found in the Brightwood Recreational Area, to include the Carter Barron Amphitheater parking area; 3) conserving historic resources similar in scope and scale to the picnic pavilion and other historic structures in the lease area; 4) managing natural resources, including forest, turf, meadow and stormwater management structures, found in the Brightwood Recreational Area. Offerors must submit resumes for personnel that have committed to taking on key roles in the management and operation of facilities and resources of the Tennis Center, including what roles each person will be filling.

Criterion 4: Sustainability

The ability and commitment of the Offeror to conduct its activities in the Park Area in an environmentally enhancing manner through, among other programs and actions, energy conservation, waste reduction, and recycling.

NPS Objective: The NPS is interested in selecting an Offeror capable of and committed to conserving energy, reducing waste, and recycling, as feasible.

Required Response: Describe the methods and approaches you will use to minimize impacts to the environment. Include any innovative environmental stewardship programs and operating procedures you will implement.

Criterion 5: Improvements

The ability and commitment of the Offeror to make improvements to and maintain the Tennis Center in a manner acceptable to the NPS.

NPS Objective: The NPS is interested in selecting an Offeror that will operate and maintain the Tennis Center and the recreational, historic and natural resources in the lease area on par with other public tennis centers, recreational areas and natural areas in the area of similar, or of better, quality.

Required Response: Submit a detailed plan describing your proposed initial and long-term improvements to the Tennis Center facilities, premises as well as to the natural, historic and non-tennis recreational resources in the lease area. Your plan must include, at a minimum: timelines and any applicable project phases; estimated costs for improvements; and any drawings to include basic design. Also include any proposed addition of removable, personal property structures that would be installed to support your operational concept. Be aware that the NPS will evaluate this based on the extent of resource protection, as noted in Criteria 1.

Criterion 6: Rent

The benefit to the NPS of the financial terms of the proposal, including the amount of rent proposed.

Commented [NB17]: Given the extent and sensitivity of resources in the Brightwood area, this needs to be Criterion 1. Reword to read, "The ability and commitment of the Offeror to conduct its activities in Rock Creek Park in accordance with the National Park Service's enabling legislation and with the Rock Creek Park Enabling Legislation, in order to protect critical natural and historic resources in the lease area."

NPS Objective: The NPS will select an Offeror who prioritizes protection of park historic and natural resources, including forest resources and Threatened and Endangered Species, and that fully accommodates the operational needs of the historic, adjacent Carter Barron Amphitheater to include the primacy of use of the parking area for amphitheater events. This also includes operational means and methods to reduce overall environmental impacts, such as energy conservation, waste reduction, and recycling.

Required Response: Describe the methods and approaches you will use to minimize impacts to the natural and historic resources found in and around the Brightwood Recreation Area, with an emphasis on reducing impacts to the Endangered Species present in the forest and in underground aquifers. Include any innovative environmental stewardship programs and operating procedures you will implement."

Required Response: Please state how much rent you offer to pay for this Lease, either as a percentage of gross revenues or as a fixed dollar amount. The Lessor may approve rent offsets for lessee expenditures on approved initial improvements and alterations made towards improving the property.

In addition to the proposed rent above, the Lessee will be required to pay base rent of \$240,000 annually, that will not be subject to rent offset, and will be due and payable in advance, in twelve (12) monthly payments of \$20,000, on the first day of each month during the lease term.

The final rent terms will be negotiated with the selected Offeror. The NPS will not accept a rent offer in an amount less than the fair market value rent, as determined by the NPS.

EVALUATION AND SELECTION PROCESS

The NPS will review all responses to this RFP through an evaluation panel assisted by technical consultants as appropriate.

All proposals will first be screened for adherence to the requirements of this RFP. The NPS will not consider non-responsive proposals. A non-responsive proposal is a proposal that was not timely submitted or fails to meet the material terms and conditions of this RFP as determined by the NPS.

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The term of the Lease is negotiable but may not exceed sixty (60) years. The Lease may be extended once for a period not to exceed one (1) additional year if the deciding official determines that an extension is necessary because of circumstances beyond the control of the NPS.

Lease Provisions

The Lease to be awarded under this RFP will contain the provisions required by Part 18 as well as other provisions determined by the NPS to be necessary to assure use of the leased property in a manner consistent with the purposes of the Park Area, and, where applicable, to assure the preservation of historic property. Required provisions include:

- A termination for cause or default provision;
- Appropriate provisions requiring the lessee to maintain the leased property in good condition throughout the term of the Lease;

- Appropriate provisions stating that subletting of a portion of the leased property and assignment of a lease, if permissible under the terms of the Lease, must be subject to the written approval of NPS;
- Appropriate provisions requiring the lessee to pay for use of all utilities used by the lessee and to pay all taxes and assessments imposed by federal, state, or local agencies applicable to the leased property or to lessee activities;
- Appropriate provisions stating that the lessee has no rights of renewal of the Lease or to the award of a new Lease upon Lease termination or expiration;
- Appropriate provisions stating that the lessee may not construct new buildings or structures on leased property except in limited circumstances;
- Appropriate provisions requiring that any improvements to or demolition of leased property to be made by the lessee may be undertaken only with written approval from the NPS; and
- Appropriate provisions that describe and limit the type of activities that may be conducted by the lessee on the leased property.

A Draft Lease is attached to this RFP and incorporates these terms.

PROPOSALS CONSIDERED PUBLIC DOCUMENTS

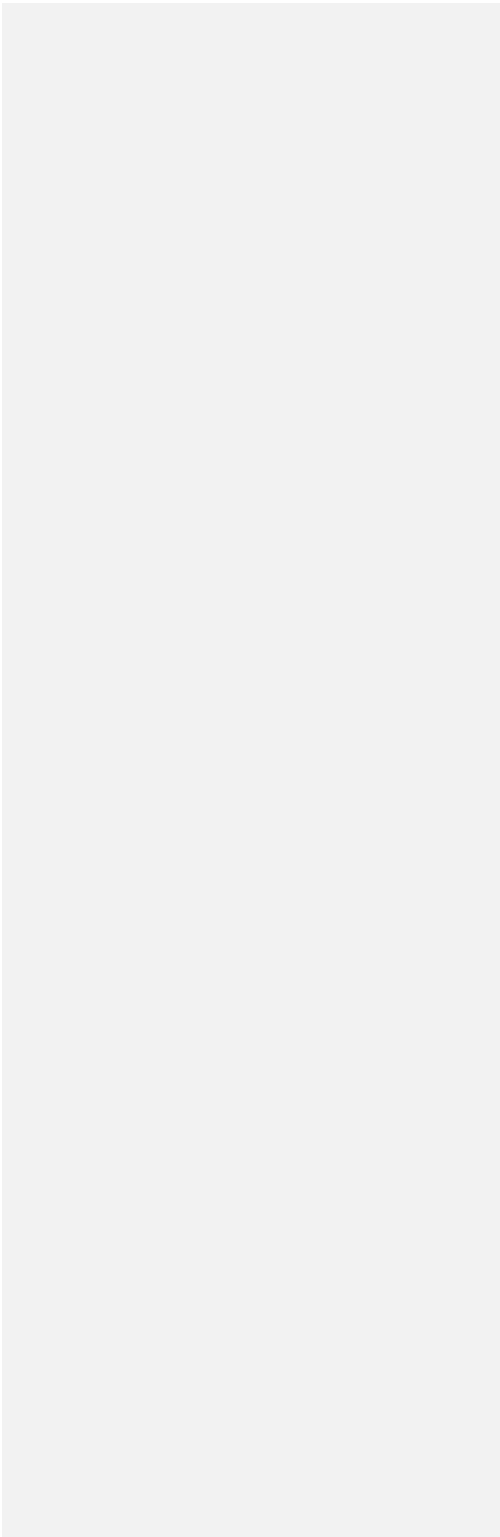
All proposals submitted in response to this RFP may be disclosed by the NPS to any person, upon request, to the extent required or authorized by the Freedom of Information Act (5 U.S.C. § 552). If you believe that your proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, mark the cover page of each copy of the proposal with the following legend:

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“This page contains trade secrets or confidential commercial and financial information that the Offeror believes to be exempt from disclosure under the Freedom of Information Act, and which is subject to the legend contained on the cover page of this proposal.”

Information so identified will not be made public by the NPS except in accordance with law. The NPS does not warrant and assumes no liability for the accuracy of the information provided in this RFP.



Attachment A: Draft Lease

This attachment is included as a separate file issued with this RFP

Attachment B: NPS Form 10-352 – Business History Information

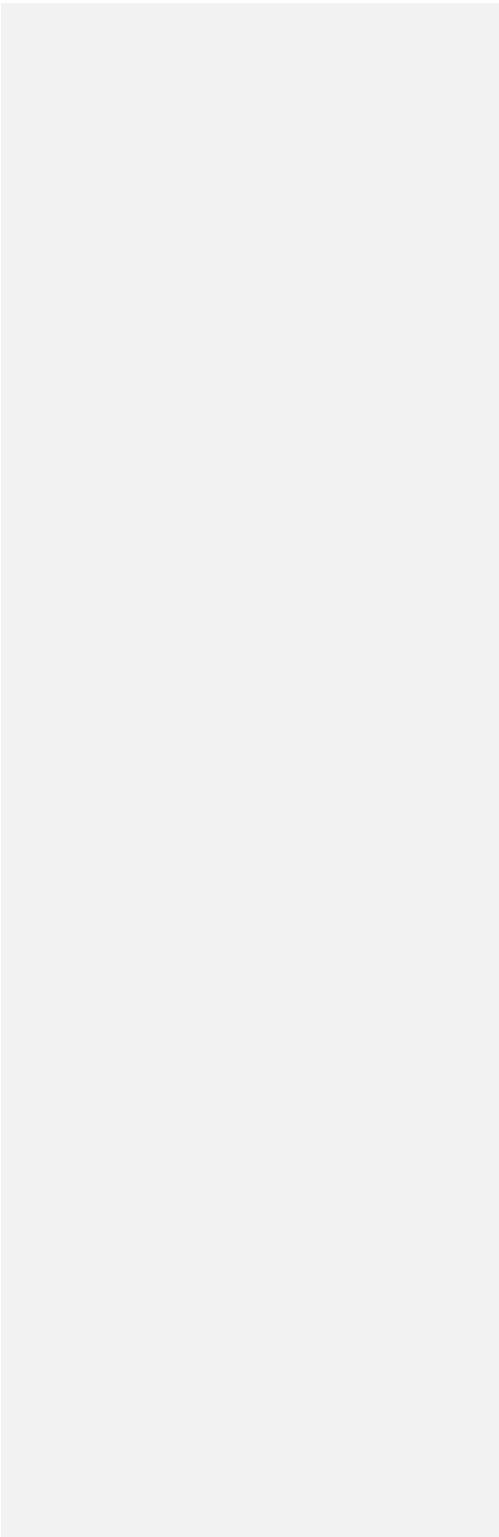
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Attachment C: NPS Form 10-353 — Business Organization Information (Individual or Sole Proprietors)

This attachment is included as a separate file issued with this RFP

Attachment D: NPS Form 10-354 — Business Organization (Corporation, LLC, Partnership, or JV)

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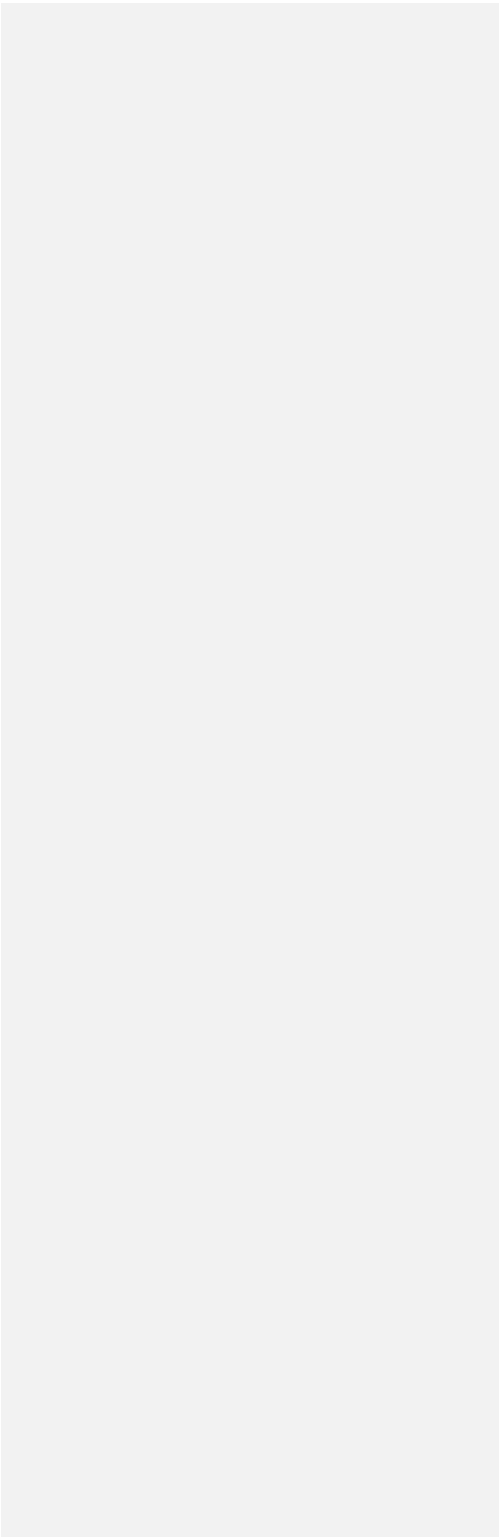


Attachment E: NPS Form 10-355B — Offeror Financial Projections

This attachment is included as a separate file issued with this RFP

Attachment F: Sample Offeror's Transmittal Letter

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Attachment G: Personal Property

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EXPERIENCE YOUR AMERICA™



Request for Proposals
RFP# L-ROCR002-2025
Rock Creek Tennis Center
Washington, D.C.



Aerial View looking North from the stadium at the Rock Creek Tennis Center (Source: NPS File Photo)

Key dates for this Request for Proposals are as follows:

RFP Release Date: Monday, December 1, 2025
Proposal Submittal Deadline: Wednesday, December 17, 2025
Anticipated Date to announce negotiations are beginning with selected Offeror: Two to Three Weeks after Submittal Deadline
Anticipated Lease Effective Date: Monday, February 01, 2026 - Subject to Negotiation

Commented [WK1]: All dates and times will need to be updated upon final approval.

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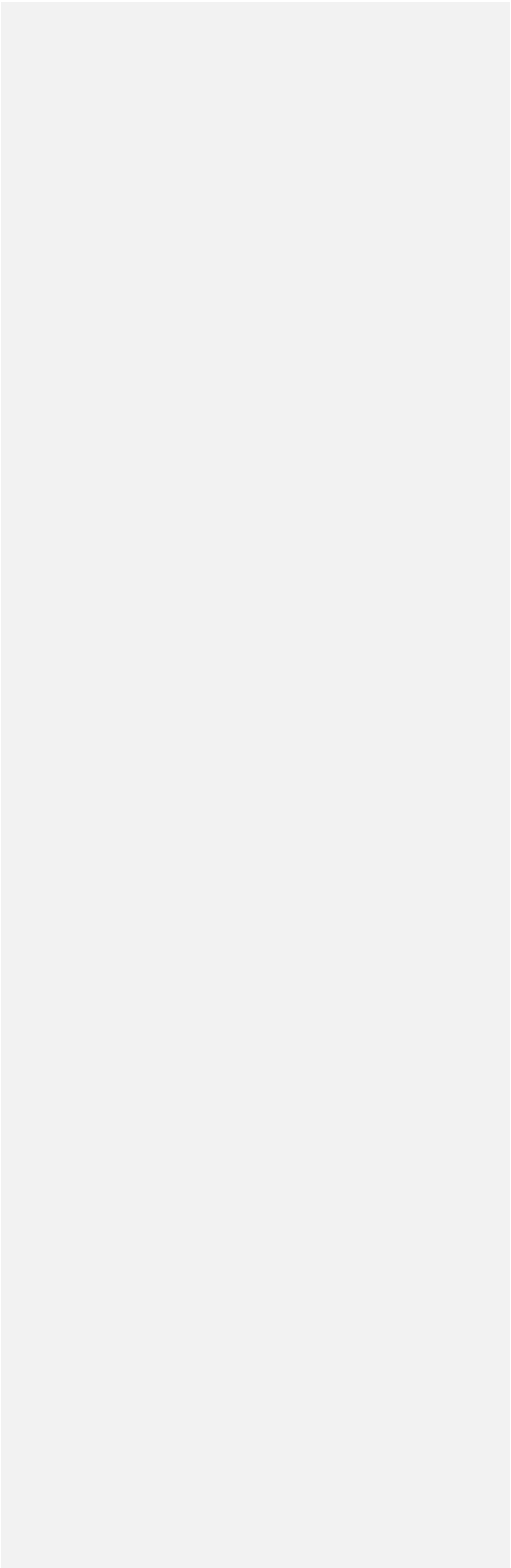
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SUMMARY OF LEASING OPPORTUNITY

This Request for Proposals (RFP) provides the opportunity for any interested individual or organization (hereafter referred to as an "Offeror") to submit proposals to the National Park Service (NPS or "Lessor") for Lease No. L-ROCR002-2025 ("Lease") to lease NPS property, including the Rock Creek Tennis Center (hereafter referred to as the "Tennis Center") located in East Potomac Park within the Rock Creek Park ("Park Area").

The selected Offeror will have a specified period of time to negotiate the final terms of the Lease with the NPS based on the attached Draft Lease, included as Attachment A to this RFP, and consistent with the requirements of this RFP. Elements of the selected Offeror's proposal may be incorporated into the Lease at the Lessor's discretion.

Overview of Property Offered for Lease

The Tennis Center is located at 5220 16th Street NW, Washington, D.C., within the Rock Creek Park at. The property is located at the corner of intersection of 16th and Kennedy Street NW. The area to be leased is shown in greater detail in Exhibit A to the Draft Lease, which is included as Attachment A to this RFP.

With outdoor and indoor climate-controlled courts that allow for year-round play and the William H.G. Fitzgerald Tennis Stadium, site of the Mubadala Cit DC Open tennis tournament. The facility has ample parking and this area of Rock Creek Park is frequented by locals and some visitors to the area. The property currently offers both clay and hard courts. Parking is available adjacent to the Tennis Center.



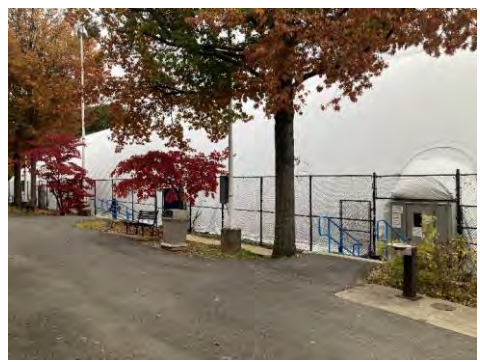
North Courts Looking East – NPS Photo



Tennis Bubble – NPS Photo



NPS File Photos of outdoor courts





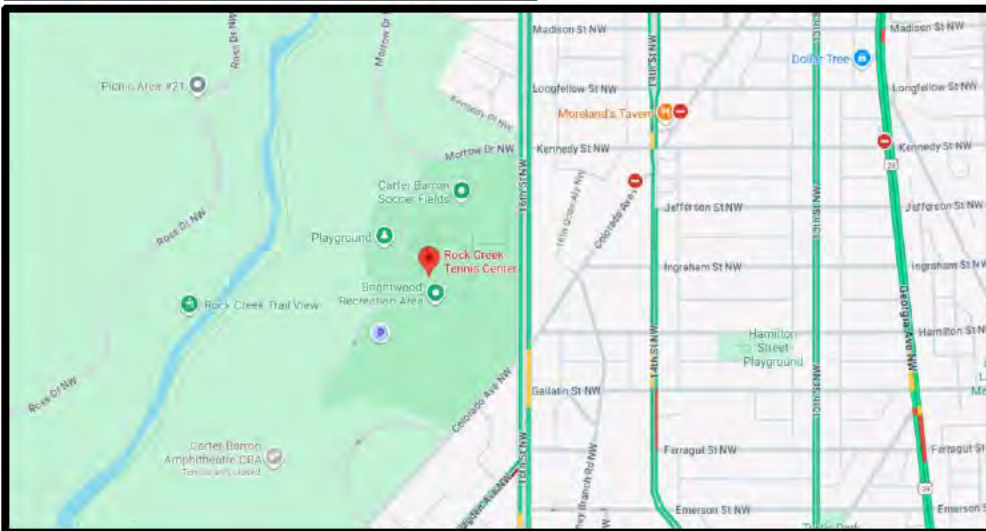
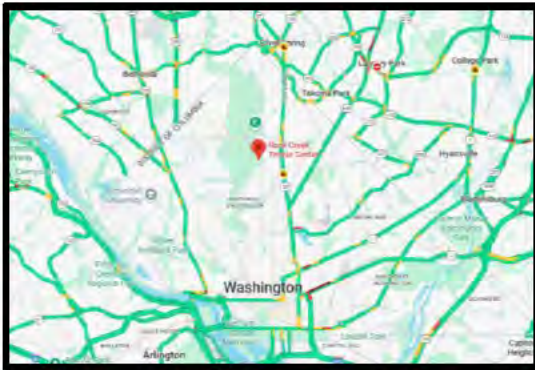
Additional pictures of the leased premises will be added as soon as they are obtained

Overview of Lease Terms and Conditions

The property will be leased as-is; the lessee will be responsible for the repair and maintenance of the leased premises throughout the term of the Lease and for any improvements. Improvements must be approved in advance by the NPS and carried out in accordance with the [Secretary of the Interior's Standards for Historic Preservation](#). The NPS expects the lessee to continue operation of the leased premises as a tennis center throughout the term of the Lease.

A detailed description of the Lease terms and conditions are included in Draft Lease, which is included as Attachment A to this RFP. The location of the Tennis Center property and buildings offered for lease are depicted in Exhibit 1, below:

Exhibit 1: Location of the Tennis Center



Lease Premises

The area to be leased under this RFP consists of the 7,500-seat William H.G. Fitzgerald tennis stadium, five (5) indoor hard courts under a temperature-controlled tennis bubble, ten (10) outdoor Har-Tru clay courts, ten (10) outdoor hard courts, an administrative building with men's and women's locker rooms, a storage building, a small storage shed, picnic areas, recreational fields, parking lot, and interior roads. The courts were constructed in 1960, the bubble in 1974, the tennis stadium in 1987-88, and the administrative building in 1995. Maps and a depiction of the property can be found in Exhibit A to the Draft Lease included as Attachment A to this RFP. An Inventory and Condition Report for the Leased Premises can be found in Exhibit C of Attachment A.

Use of the Lease Property

Key information about authorized uses:

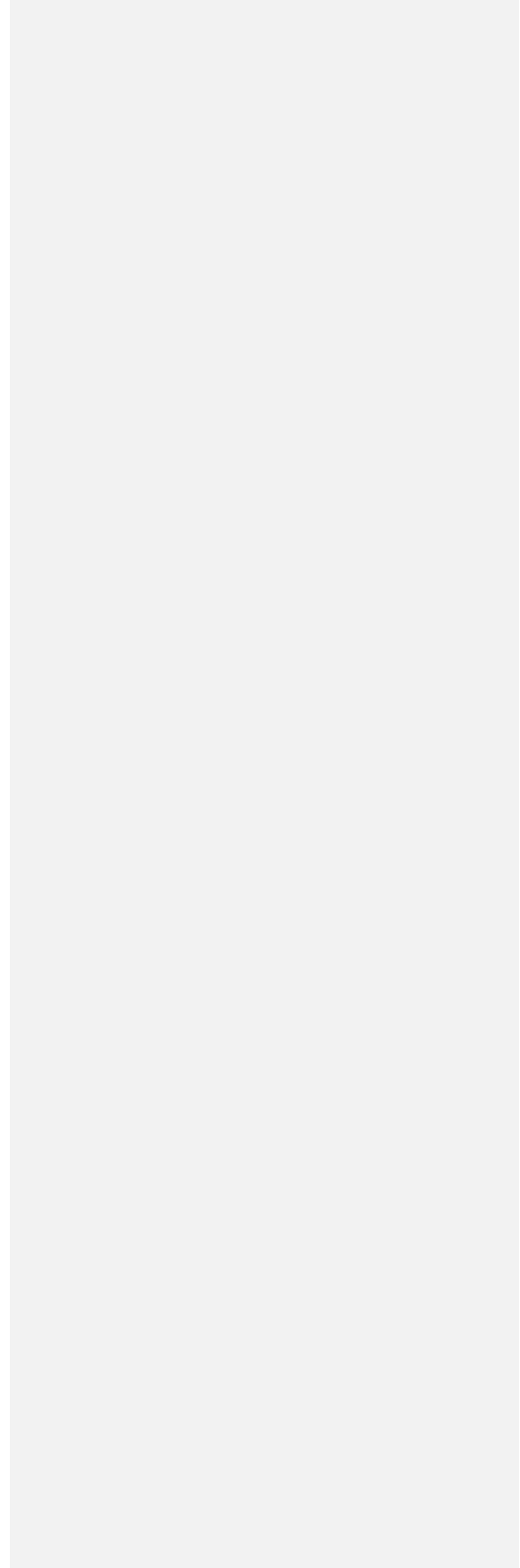
- The lessee may use the leased premises for any and all legal purposes that are usual and customary in the operation of a tennis center and tennis-related facilities and events, including the operation and provision of related or incidental services such as retail tennis shops, food and beverage sales, training facilities, and tournaments (with prior NPS approval per event). The operator is limited to one "major" tournament per year, with the option to have a second "major" tournament with NPS approval. The services and amenities provided must be consistent with those offered at comparable or superior public tennis facilities located in the District of Columbia, Maryland, and Virginia.
- The lessee will determine, establish, and implement operational and managerial policies, procedures, and schedules for the Tennis Center; establish and implement all playing fee categories and rates; implement grounds maintenance practices that adhere to all applicable laws; hire, train, and supervise employees; and organize and provide tennis lessons for all levels of playing ability and age groups.
- The lessee will supervise and direct all advertising and business promotions for the Tennis Center.
- The NPS expects the lessee to employ a qualified and experienced Tennis Center manager and maintenance staff.

Under the terms of the NPS's existing concession contract for the operation of the Tennis Center, the lessee must negotiate the purchase of all personal property that the current operator of the Tennis Center used or held for use in connection with the operation of the Tennis Center from the current operator. A list of the current operator's personal property is in Attachment G to this RFP.

Additionally, the NPS does not own, control, or have any financial or operational interest in the Mubadala Citi DC Open Tennis Tournament. If a future operator is interested in hosting this event at the Tennis Center they will need to coordinate with holder of the Mubadala Citi DC Open sanction.

Term of the Lease

The lease term could commence as early as March 1, 2025, with rent, insurance, repair and maintenance, utility payments and billing, and all other Lease obligations beginning upon the commencement date of the Lease. However, the actual Lease commencement date is subject to negotiation between the NPS and the selected Offeror. The term (duration) of the Lease proposed by the selected Offeror should be supported by details in the Offeror's response to Criterion 2 and allow for a reasonable return on investment as determined by the Offeror. The NPS is required by regulation (36 C.F.R. §18.10) to award the Lease for the shortest term possible, taking into account the financial obligations of the lessee and other factors, but may not be for a term of more than 60 years.



Rent

Under 36 C.F.R. part 18 (Part18), the Lease must require payment of rent to the government that is at least equal to the property's fair market value rent. The amount of rent included in the Lease will be negotiated with the selected Offeror, provided that the rent is at least equal to the property's fair market value rent as determined by the NPS.

The Lessor may approve rent offsets for the lessee's expenditures related to initial improvements and future alterations approved by the NPS in accordance with the terms of the Draft Lease included as Attachment A to this RFP.

Each Lease Year the Lessee must pay to the Lessor "Base Rent" in the amount of \$240,000 a year payable in advance in equal monthly installments on the first day of each calendar month. Base Rent is not subject to Rent offsets.

Insurance

During the term of this Lease, the lessee must maintain general liability, boiler and machinery, property, and worker's compensation and employer's liability. Insurance policies must list the United States of America as additionally insured. Further information regarding insurance requirements can be found in Exhibit B to the Draft Lease.

The Lessor will periodically review the lessee's insurance coverage amounts. These reviews will ensure the lessee has appropriate coverage considering any changing circumstances.

Other Terms and Conditions

The proposed terms and conditions of the offered Lease are described in Draft Lease included as Attachment A to this RFP, and are consistent with Part 18.

Premises Condition

The premises will be leased to the lessee in "as-is" condition.

Contractors

The lessee may utilize contractors to perform repairs, replacements, and improvements, and to provide event services.

- The lessee's contractors must abide by all Lease provisions as well as all applicable laws. The lessee is responsible for its contractors and compliance with the terms of the Lease.
- The lessee must require its contractors to maintain appropriate insurance coverage that names the lessee and the United States of America as an additionally insured.

Utilities

Subject to advance written approval by the Lessor of any utility service, the lessee, at its sole expense, must make all arrangements with appropriate utility providers (including the Lessor where applicable), for all utilities furnished to the leased premises, including water, electricity, telephone, cable, and internet access. Any utility service provided by the Lessor will be subject to the Lessor's established policies and procedures for provision of utility services to third parties, which can be found in NPS Director's Order #35(B).

Sustainability

The NPS makes land management decisions within the Park area to fulfill the mission of the Park. Impacts to the environment must be considered during each decision. Water quality is of special concern, as is the use of chemicals and the conservation of energy and natural resources.

- The lessee must ensure that hazardous and universal waste generated from the site is disposed of in accordance with all applicable laws.
- The lessee must make every effort to reduce, reuse, and recycle solid waste.

Competitive Process

This Lease opportunity is open to all interested persons and businesses on a competitive basis. Whoever submits the responsive proposal determined by the NPS to best meet, on an overall basis, the proposal selection criteria will be given an opportunity to negotiate the final terms of the Lease with the NPS. The final terms of the Lease must be consistent with the requirements of this RFP and the requirements of Part 18.

To be selected by the NPS, an Offeror must demonstrate that they have the managerial experience and capability, and the financial capacity to carry out and finance their proposed operational model. The proposal selection criteria and the NPS's process for selecting the lessee are described in detail in the sections below titled "Proposal Selection Criteria" and "Evaluation and Selection Process." The NPS may determine that a proposal is non-responsive and not consider it further. The NPS also may reject all proposals received and cancel this RFP at any time without liability.

Proposal Submission Protocol

Offerors may only submit proposals electronically. Proposals that are not received at the designated electronic address below by the specified deadline will not be considered.

The NPS will not consider proposals received by phone, fax, mail, and any other means of transmittal other than email. Please refer to the "Proposals Considered Public Documents" section at the end of this RFP if you believe that your proposal contains trade secrets or confidential commercial and financial information that you do not want to be made public.

Commented [WK2]: Is this still a true statement?

Authority

This RFP is issued under the authority of 36 C.F.R. part 18. This RFP and the offered Lease are subject to and incorporate all terms and conditions of Part 18 as applicable. In the event of any conflict between the terms of this RFP and Part 18, Part 18 controls.

The NPS has the authority to lease buildings and historic property through its general leasing authority (54 U.S.C. § 102102), historic property leasing authority (54 U.S.C. § 30621), and other applicable authorities.

REQUIREMENTS

Proposals must be submitted no later than **Wednesday, December 17, 2025**, electronically to: NPSNCRLeasing@nps.gov

Commented [WK3]: This date will need to be revised once the RFP is cleared by SOL.

The subject line should include the following: "Tennis Center RFP L-ROCR002-2025."

Offerors must submit their proposal in electronic format using Microsoft Word or Adobe Acrobat. Financial data may be in Microsoft Excel format. Proposals must be formatted to 8-1/2" x 11"-page size.

While there is no limit on the file size of your proposal, the total file size of the email submission, including all attachments, cannot exceed 40MB. If your proposal exceeds this limit, you must break it into smaller files and send them in separate emails.

Proposals are limited to 50 pages or less, not including of the Attachments to this RFP that must be submitted. Any proposals over these limits will be deemed non-responsive and not evaluated further.

Commented [WK4]: Should we consider limiting this further.

Proposals should be organized with the same format and naming system as this RFP, and should contain clear, concise, answers that address all the required criteria. Proposals that do not provide all required responses will be deemed non-responsive and not evaluated further.

PROPOSAL SELECTION CRITERIA OVERVIEW

The NPS will select the best responsive proposal received under this RFP under the following selection criteria:

- The compatibility of the proposal's intended use of the offered property with respect to preservation, protection, and visitor enjoyment of the Park Area;
- The financial capability of the Offeror to carry out the terms of the Lease;
- The experience of the Offeror demonstrating the managerial capability to carry out the terms of the lease;
- The ability and commitment of the Offeror to conduct its activities in the Park Area in an environmentally enhancing manner through, among other programs and actions, energy conservation, waste reduction, and recycling;
- The ability and commitment of the Offeror to make improvements to and maintain the Tennis Center in a manner acceptable to the NPS; and
- The benefit to the NPS of the financial terms of the proposal, including the amount of rent proposed.

Commented [WK5]: This is required by 36 CFR 18.8(e)(iv)

PROPOSAL CONTENT

Proposals submitted in response to this RFP must include 1) responses to the Requested Information listed below on the appropriate forms provided as Attachments B-F to this RFP; and 2) responses to the six (6) Proposal Selection Criteria listed below, offerors are required to supply the specific information identified in the Required Response section for each of the six (6) Proposal Selection Criteria. Please label responses correspondingly and respond fully and accurately to all questions or requests.

REQUESTED INFORMATION

Offeror Business History Information

Offerors must complete and submit the Business History Information form (NPS Form 10-352) provided in Attachment B to this RFP.

Offeror Business Organization Information

Offerors must complete and submit the applicable Business Organization Information (NPS Form 10-353 for an Individual or Sole Proprietorship or NPS Form 10-354 for a Corporation, Limited Liability Company, Partnership, or Joint Venture) provided in Attachments C and D to this RFP.

Offeror Transmittal Letter

Each proposal must include an Offeror's Transmittal Letter using the template provided in

Attachment F to this RFP and the individual that signs the transmittal letter must be duly authorized to sign on behalf of the Offeror.

PROPOSAL SELECTION CRITERIA

Criterion 1: Use

The compatibility of the Offeror's intended use of the leased property with respect to preservation, protection, and visitor enjoyment of the Park Area.

NPS Objective: The NPS is interested in continuing the existing use of the Tennis Center. Proposals must be compatible with the authorized uses of the premises as described in Section 6 of the Draft Lease. NPS is also interested in uses of the property that will serve the local community, such as providing training and education for younger athletes and tennis-related youth programs.

Required Response: Describe in detail your proposed operational concept for the Tennis Center, including, but not limited to, services and amenities consistent with the authorized uses of the Premises found in Section 6 of the Draft Lease, and any other additional proposed uses (services or amenities). Proposed improvements to the premises related to any newly proposed or existing uses should be described in your response to Criterion 5.

Criterion 2: Financial

The financial capability of the Offeror to carry out the terms of the Lease.

NPS Objective: The selected Offeror must be capable of operating and maintaining the Tennis Center, as well as making the financial investment required for the initial improvements or future alterations described by the Offeror in response to Criterion 5. Offerors must propose a Lease term (duration of Lease) that they believe is necessary for a reasonable return on their investment.

Required Response: Offerors must provide the following information:

- Demonstrate the source and availability of the funds necessary to carry out your obligations under the terms of the Draft Lease, including any proposed initial improvements or future alterations, by submitting bank statements, bank financing commitment letters, or similar documents that substantiate your financial capability. The Service will only consider documentation of illiquid assets (for example, real estate holdings) as relevant to this Criterion if the Offeror also provides evidence of a current line of credit for those assets.
- Complete NPS Form 10-355B, included in Attachment E to this RFP, to provide financial information for revenue-producing leases.
- A complete credit report in the name of the Offeror that includes scores and is dated within thirty (30) days prior to the date of its submission to the NPS. The report must be from a major credit reporting company such as Equifax, Experian, TRW, or Dun & Bradstreet. If the Offeror is not yet formed, include a credit report for each of the individuals or entities that will have ownership interests in or control of the potential lessee.
- A proposed Lease term (which may not exceed 60 years).

Criterion 3: Experience

The experience of the Offeror demonstrating the managerial capability to carry out the terms of the Lease.

NPS Objective: The selected Offeror must be capable of carrying out all terms of the Draft Lease, including managing the Tennis Center in accordance with the authorized uses and carrying out any proposed initial improvements.

Required Response: Describe in detail your experience and managerial capability relevant to operating a Tennis Center similar in scope and scale to the Rock Creek Tennis Center. Offerors must submit resumes for personnel that have committed to taking on key roles in the management and operation of the Tennis Center, including what roles each person will be filling.

Criterion 4: Sustainability

The ability and commitment of the Offeror to conduct its activities in the Park Area in an environmentally enhancing manner through, among other programs and actions, energy conservation, waste reduction, and recycling.

NPS Objective: The NPS is interested in selecting an Offeror capable of and committed to conserving energy, reducing waste, and recycling, as feasible.

Required Response: Describe the methods and approaches you will use to minimize impacts to the environment. Include any innovative environmental stewardship programs and operating procedures you will implement.

Criterion 5: Improvements

The ability and commitment of the Offeror to make improvements to and maintain the Tennis Center in a manner acceptable to the NPS.

NPS Objective: The NPS is interested in selecting an Offeror that will operate the Tennis Center on par with other public tennis centers in the area of similar, or of better, quality.

Required Response: Submit a detailed plan describing your proposed improvements to the premises. Your plan must include, at a minimum: timelines and any applicable project phases; estimated costs for improvements; and any drawings to include basic design. Also include any proposed addition of removable, personal property structures that would be installed to support your operational concept.

Criterion 6: Rent

The benefit to the NPS of the financial terms of the proposal, including the amount of rent proposed.

Required Response: Please state how much rent you offer to pay for this Lease, either as a percentage of gross revenues or as a fixed dollar amount. The Lessor may approve rent offsets for lessee expenditures on approved initial improvements and alterations made towards improving the property.

In addition to the proposed rent above, the Lessee will be required to pay base rent of \$240,000 annually, that will not be subject to rent offset, and will be due and payable in advance, in twelve (12) monthly payments of \$20,000, on the first day of each month during the lease term.

The final rent terms will be negotiated with the selected Offeror. The NPS will not accept a rent offer in an amount less than the fair market value rent, as determined by the NPS.

EVALUATION AND SELECTION PROCESS

The NPS will review all responses to this RFP through an evaluation panel assisted by technical consultants as appropriate.

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LEASE TERMS AND CONDITIONS

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- Appropriate provisions requiring the lessee to maintain the leased property in good condition throughout the term of the Lease;
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- Appropriate provisions requiring the lessee to pay for use of all utilities used by the lessee and to pay all taxes and assessments imposed by federal, state, or local agencies applicable to the leased property or to lessee activities;
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- Appropriate provisions stating that the lessee may not construct new buildings or structures on leased property except in limited circumstances;
- Appropriate provisions requiring that any improvements to or demolition of leased

property to be made by the lessee may be undertaken only with written approval from the NPS; and

- Appropriate provisions that describe and limit the type of activities that may be conducted by the lessee on the leased property.

A Draft Lease is attached to this RFP and incorporates these terms.

PROPOSALS CONSIDERED PUBLIC DOCUMENTS

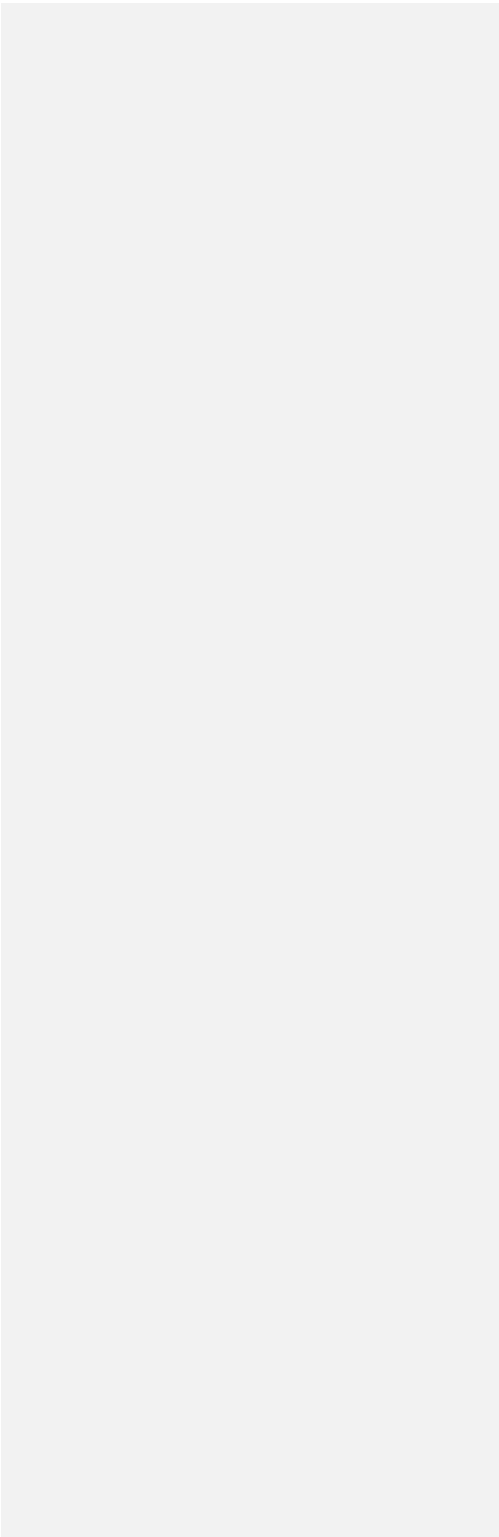
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You must specifically identify what you consider to be trade secret information or confidential commercial or financial information on the page of the proposal on which it appears, and you must mark each such page with the following legend:

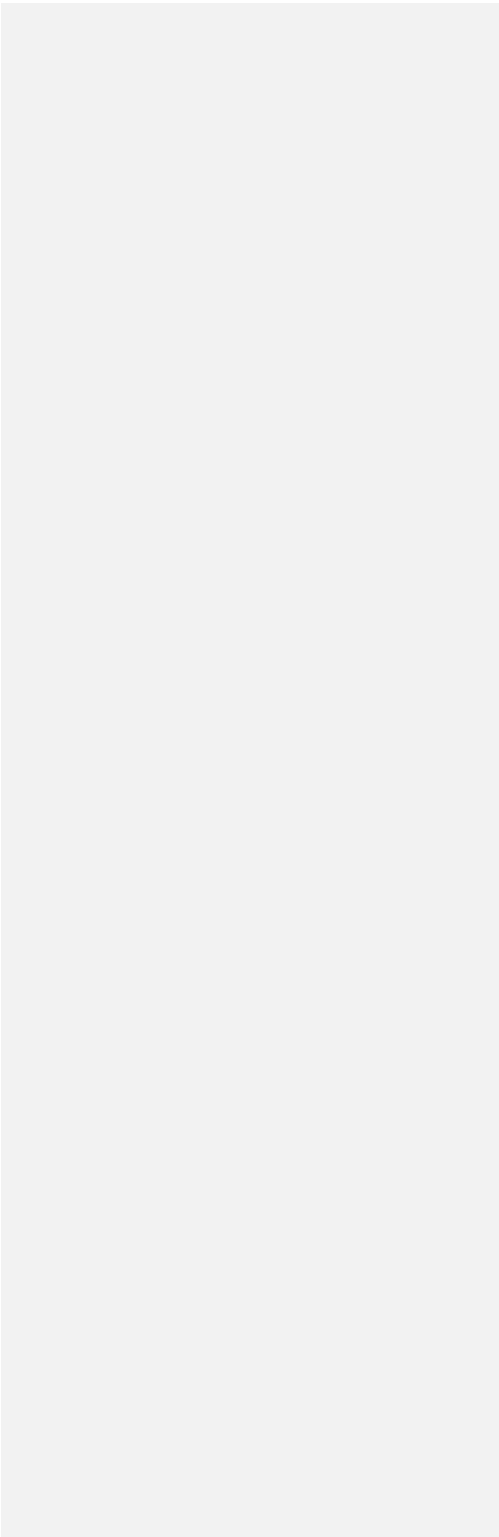
“This page contains trade secrets or confidential commercial and financial information that the Offeror believes to be exempt from disclosure under the Freedom of Information Act, and which is subject to the legend contained on the cover page of this proposal.”

Information so identified will not be made public by the NPS except in accordance with law. The NPS does not warrant and assumes no liability for the accuracy of the information provided in this RFP.



Attachment A: Draft Lease

This attachment is included as a separate file issued with this RFP



Attachment B: NPS Form 10-352 – Business History Information

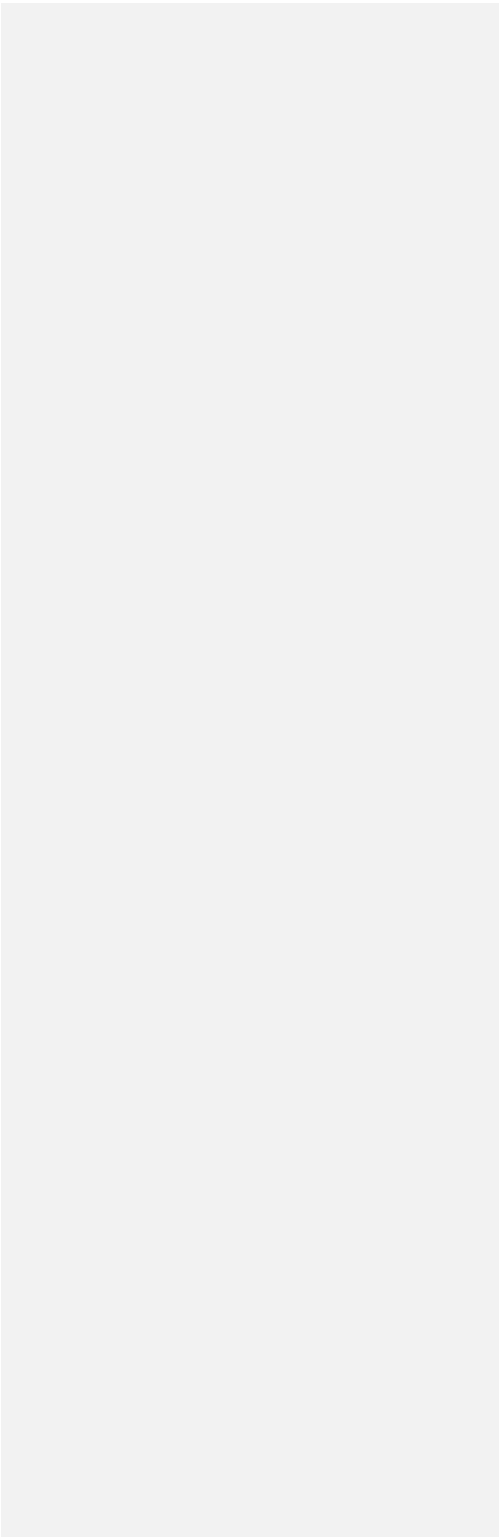
This attachment is included as a separate file issued with this RFP

Attachment C: NPS Form 10-353 — Business Organization Information (Individual or Sole Proprietors)

This attachment is included as a separate file issued with this RFP

Attachment D: NPS Form 10-354 — Business Organization (Corporation, LLC, Partnership, or JV)

This attachment is included as a separate file issued with this RFP

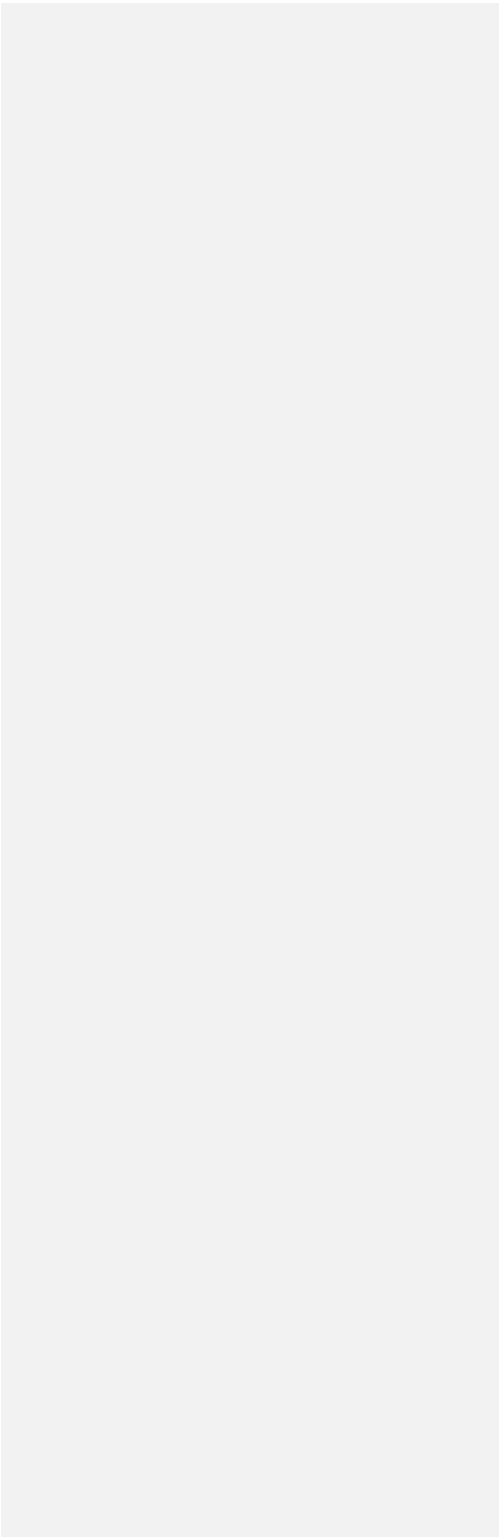


Attachment E: NPS Form 10-355B — Offeror Financial Projections

This attachment is included as a separate file issued with this RFP

Attachment F: Sample Offeror's Transmittal Letter

This attachment is included as a separate file issued with this RFP



Attachment G: Personal Property

This attachment is included as a separate file issued with this RFP



EXPERIENCE YOUR AMERICA™

Timeline w/Dates for ROCR Tennis Center Lease RFP

Determine the extent of the Leased Premises – Completed 10/24/2025

Fair Market Value Rent (FMVR) Determination – Propose, in accordance with 36 CFR18.8(h) the RFP states that the amount of rent to be paid will be negotiated subsequent to the RFP with the offeror that submitted the best proposal. – To be negotiated with the company that submits the best offer.

Conversion from a concession contract to Lease – To be completed and submitted to SOL for review by COB 10/27/2025

Leasing Determinations (36 CFR 18.4) – To be completed and submitted to SOL for review by COB 10/29/2025.

Request for Proposals RFP (one week to develop) – To be completed and submitted to SOL for review by 11/10/2025.

RFP Release – Release date for the RFP is dependent upon review and approval of the RFP package by SOL. Assuming that the review can be completed in one week, the RFP would be released on or about 11/17/2025, and be open for a length of time that is determined by the “Deciding Official” as sufficient given the circumstances of this particular solicitation. Assuming that this is 15 days as was proposed in the 10/20/2025 meeting.

Evaluation of Proposals (2-3 weeks depending on the number and size of the proposals) – RFP closes on 12/02/2025 (if issued on 11/17 and open for 15 days). Evaluation panel starts review of proposals on 12/08/2025 and completes write up by 12/29/2025.

Negotiate Letter of Intent (3 days to draft) – Letter of Intent to Negotiate is drafted and submitted with the Evaluation Panel write up to SOL on 12/29/2025.

Complete compliance based on the selected proposal (unknown) – Assuming that the RFP will not propose additional construction and to continue the operations within the boundaries established by the 1997 EIS.


Negotiate the final lease terms – Lease negotiations will commence as soon as the company submitting the best offer has executed the Letter of Intent to Negotiate.

Re: Important, Time Sensitive: Emails Where Tournament Claims to Have Lost Money

From Euken, Jamie <Jamie_Euken@nps.gov>

Date Tue 3/10/2026 9:43 AM

To Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>; Brockmeier, Michael T <michael_brockmeier@nps.gov>; Musitano, Mark A <Mark_Musitano@nps.gov>

 1 attachment (324 KB)

Mail - 2022 revenue info - parking.pdf;

See the attached, in Kevin's 9/16/22 and 10/26/22 emails, he claims the Tournament loses ~\$2M annually, with the 2022 Tournament losing \$2.3M.

This may be the only time they've made this claim in writing. In 2023 and 2024 they failed to provide us the financial numbers they're required to provide, even after we requested them multiple times. But as you remember, they are more than eager to make this claim verbally any time we talk about increasing NPS expenses.

Jamie Euken
Environmental Protection Specialist
Rock Creek Park
3545 Williamsburg Lane, NW
Washington, DC 20008
(202) 369-4537
www.nps.gov/rocr

My current work schedule is 9 hour days, with every other Friday off. I'm available for meetings between 8:00 am to 4:30 pm Monday through Thursday, and if needed every other Friday.

From: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>

Sent: Monday, March 9, 2026 3:08 PM

To: Brockmeier, Michael T <michael_brockmeier@nps.gov>; Euken, Jamie <Jamie_Euken@nps.gov>; Musitano, Mark A <Mark_Musitano@nps.gov>

Subject: Important, Time Sensitive: Emails Where Tournament Claims to Have Lost Money

Hi Mike, Jamie and Moose, can you search all your emails and find those where the tournament staff (Kevin, others) and/or Mark Ein have stated that the tournament loses money?

We need to provide this information to the Solicitor asap. This is not for discussion outside of us.

Thanks,

Nick

Nick Bartolomeo
Resources Manager
Rock Creek Park
3545 Williamsburg Lane NW
Washington, DC 20008
202-579-8494

From: [Kish, Joseph](#)
To: [Bartolomeo, Nick](#)
Subject: Re: Revisions: Re: Map for TOJ
Date: Friday, October 24, 2025 9:30:37 AM
Attachments: [2025 Area of Lease for Tennis Center Updated.pdf](#)
Importance: High

Joe Kish
Natural Resource Program Manager
Rock Creek Park (ROCR)
3545 Williamsburg Ln. NW
Washington DC 20008
Office Hours: 5:30 AM to 2:00 PM

From: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Sent: Friday, October 24, 2025 9:05 AM
To: Kish, Joseph <Joe_Kish@nps.gov>
Subject: Re: Revisions: Re: Map for TOJ

Joe looks great! One exception, can you change "Approximate" to "Approximately"? Thanks.

Nick

Nick Bartolomeo
Resources Manager
Acting Deputy Superintendent
Rock Creek Park
3545 Williamsburg Lane NW
Washington, DC 20008
202-579-8494

From: Kish, Joseph <Joe_Kish@nps.gov>
Sent: Friday, October 24, 2025 8:57 AM
To: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Subject: Re: Revisions: Re: Map for TOJ

Nick,

I completed all of the changes. I had to move the Legend so I could show CBA with the arrow. Morrow Drive is following the road as it is curved. Let me know if that is ok.

Thanks,

Joe

Joe Kish
Natural Resource Program Manager
Rock Creek Park (ROCR)
3545 Williamsburg Ln. NW
Washington DC 20008
Office Hours: 5:30 AM to 2:00 PM

From: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Sent: Friday, October 24, 2025 7:52 AM
To: Kish, Joseph <Joe_Kish@nps.gov>; Euken, Jamie <Jamie_Euken@nps.gov>
Subject: Revisions: Re: Map for TOJ

Hi Joe — Thank you for putting this together. Here are some label revisions please:

- Change title to "Proposed Boundary for Rock Creek Park Tennis Center Lease" Done
- Change "North Ball Fields" to "North Athletic Field" Done
- Change "South Ball Fields" to "South Athletic Field" and fix the horizontal alignment Done
- Remove "The Leased Area is Approximately 12.5 acres". Increase the size of the legend, and add the acreage there (in the legend) to read, "Proposed lease boundary (approximately 12.5 acres): Done
- Ensure that there is a green boundary line next to the red boundary line along 16th Street.: Done
- Change "Verizon Shed" to "Verizon cell tower facility (ROW Permit)" Done
- Change the parking labels to read, "Carter Barron Amphitheater Parking Lot" Done
- Add "NW" to the 16th Street, Colorado Avenue and Morrow Drive labels Done
- Add a label at the bottom left that says "Carter Barron Amphitheater". If you have to use

an arrow due to the expanded size of the Legend, not a problem — I think it's important to show where it is. Done

- Lower-case "Boundary" in the Legend where it says "Rock Creek Park Boundary" Done

Nick Bartolomeo
Resources Manager
Acting Deputy Superintendent
Rock Creek Park
3545 Williamsburg Lane NW
Washington, DC 20008
202-579-8494

From: Kish, Joseph <Joe_Kish@nps.gov>
Sent: Friday, October 24, 2025 7:02 AM
To: Euken, Jamie <Jamie_Euken@nps.gov>; Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Subject: Re: Map for TOJ

Morning,

I've fixed the map, please see attached.

Thanks,

Joe

Joe Kish
Natural Resource Program Manager
Rock Creek Park (ROCR)
3545 Williamsburg Ln. NW
Washington DC 20008
Office Hours: 5:30 AM to 2:00 PM

From: Euken, Jamie <Jamie_Euken@nps.gov>
Sent: Thursday, October 23, 2025 12:13 PM
To: Kish, Joseph <Joe_Kish@nps.gov>; Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Subject: Re: Map for TOJ

It's not a Transfer of Jurisdiction, it's a Lease

Jamie Euken
Environmental Protection Specialist
Rock Creek Park
3545 Williamsburg Lane, NW
Washington, DC 20008
(202) 369-4537
www.nps.gov/rocr

Due to the current lapse in federal government appropriations, I am currently working a limited number of hours on excepted status which only allows work to ensure public safety and protection of property. My access to email and ability to respond will be limited during this time. I will return to normal operations and have full ability to respond to messages as soon as possible once funding has been restored.

If you have an immediate concern regarding public safety or protection of property, please call my cell phone at 202-369-4537.

Thank you

From: Kish, Joseph <Joe_Kish@nps.gov>
Sent: Thursday, October 23, 2025 11:57 AM
To: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Cc: Euken, Jamie <Jamie_Euken@nps.gov>
Subject: Map for TOJ

Please see attachments, I've also included the shape file. - Joe


Joe Kish
Natural Resource Program Manager
Rock Creek Park (ROCR)
3545 Williamsburg Ln. NW
Washington DC 20008
Office Hours: 5:30 AM to 2:00 PM

Responses to Draft Options Paper

From Bartolomeo, Nick <Nick.Bartolomeo@nps.gov>

Date Mon 9/15/2025 3:22 PM

To Joyner, Brian <Brian.Joyner@nps.gov>; Euken, Jamie <Jamie.Euken@nps.gov>

 1 attachment (45 KB)

2025 09 04 Tennis Stadium Options Memo DRAFT EDITS September 15 2025.docx;

Brian, I've copied Jamie on this as well, as I have to leave and he may have edits that are relevant. I recognize that you are in the position of having to respond to Region's and WASO's directives, but this paper is fundamentally flawed. There is no discussion of impacts to park resources as part of any scenario, or about how any of these actions comport with the park's enabling legislation. There is no demolition option that replaces this facility with a use that is compatible with the legislation and the intent of the Brightwood Recreation Area. I urge you, Jen and Lisa to carry this message up the chain, please, as is significantly biased to the "sponsor's expansion requests".

Nick Bartolomeo
Resources Manager
Acting Deputy Superintendent
Rock Creek Park
3545 Williamsburg Lane NW
Washington, DC 20008
202-579-8494

From: [Kish, Joseph](#)
To: [Bartolomeo, Nick](#); [Joyner, Brian](#); [Gjesfjeld, Cortney C](#); [Euken, Jamie](#)
Subject: Updated map for the Tennis Center Lease
Date: Friday, October 24, 2025 9:54:02 AM
Attachments: [2025 Area of Lease for Tennis Center Updated.pdf](#)
Importance: High

Please see attached.

Joe Kish
Natural Resource Program Manager
Rock Creek Park (ROCR)
3545 Williamsburg Ln. NW
Washington DC 20008
Office Hours: 5:30 AM to 2:00 PM



BUSINESS HISTORY INFORMATION

Proposal Package
RFP# L-ROCR002-2025



Business History Information Form

Business history information should be provided for the Offeror AND any entity that will provide financial or management assistance. If the Offeror is not yet formed, provide a business history form for each Offeror-Guarantor.

The information provided below is for the entity: _____

- (1) Has Offeror ever defaulted from or been terminated from a lease, management or concession contract, or been forbidden from contracting by a public agency or private company?

YES NO

If YES, provide full details of the circumstances.

- (2) List any Bankruptcies, Receiverships, Foreclosures, Transfers in Lieu of Foreclosure, and/or Work-Out/Loan Modification Transactions during the past five years. Include an explanation of the circumstances, including nature of the event, date, type of debt (e.g., secured or unsecured loan), type of security (if applicable), approximate amount of debt, name of lender, resolution, bankruptcy plan, and/or other documentation as appropriate. If none, check the box below. Otherwise, provide full details below.

NONE

- (3) Describe any pending litigation or administrative proceeding (other than those covered adequately by insurance) which, if adversely resolved, could materially impact the financial position of the Offeror. If none, check the box below. Otherwise, provide full details below.

NONE

- (4) Describe any lawsuit, administrative proceeding or bankruptcy case within the past five years that concerned the Offeror's alleged inability or unwillingness to meet its financial obligations. If none, check the box below. Otherwise, provide full details below.

NONE

- (5) Describe any liens recorded against the Offeror within the past five years (whether from taxing authorities or judgments) and, if resolved, provide a copy of any lien release. If none, check the box below. Otherwise, provide full details below.

NONE

NOTICES

PRIVACY ACT STATEMENT

Authority: 54 U.S. Code Chapter 1021—Privileges and Leases; 54 U.S. Code § 306121—Lease or exchange.

Purpose: The purposes of the system are (1) to assist NPS employees in managing the NPS Leasing program allowing for residential and commercial uses within a unit of the National Park System to ensure that business activities are conducted in a manner that complies with Federal laws and regulations; (2) to monitor resources that are or may be affected by the authorized residential and/or commercial uses within a unit of the National Park System; (3) to track applicants and holders of leases who are planning to conduct or are conducting business within units of the National Park System; and (4) to provide to the public the description and contact information for businesses that provide services in national parks.

Routine Uses: In addition to those disclosures generally permitted under 5 U.S.C. 552a(b) of the Privacy Act, records or information contained in this system may be disclosed outside DOI as a routine use pursuant to 5 U.S.C. 552a(b)(3) to other Federal, state and local governments, tribal organizations, and members of the general public upon request for names, addresses and phone numbers of lease holders conducting business within units of the National Park System for the purpose of informing the public of the availability of the services offered by the lease holder. In addition, records or information contained in this system may be disclosed outside DOI based on an authorized routine use when the disclosure is compatible with the purpose for which the records were compiled as described under the system of records notice for this system.

Disclosure: Voluntary, however, failure to provide the requested information may impede our ability to 1) manage the National Park Service (NPS) Leasing Program allowing for residential and/or commercial uses within a unit of the NPS, 2) monitor resources that are or may be affected by the authorized residential and/or commercial uses, and 3) provide the public the description and contact information for businesses that provide services in national parks.

PAPERWORK REDUCTION ACT STATEMENT

We collect this information under the authority of 54 U.S.C. Chapter 1021. We use this information to evaluate a lease proposal. Your response is required to obtain or retain a benefit. We may not collect or sponsor and you are not required to respond a collection of information unless it displays a currently valid OMB control number. OMB has approved this collection of information and assigned Control No. 1024-0233.

ESTIMATED BURDEN STATEMENT

We estimate that depending on the complexity of your business history, it will take between 1 and 5 hours to complete this form, including time to review instructions, gather and maintain data, and complete and review the form. You may send comments on the burden estimate or any aspect of this form to the Information Collection Clearance Officer, National Park Service, 1201 Oakridge Drive, Fort Collins, CO 80550. Please do not send your completed form to this address.



BUSINESS ORGANIZATION INFORMATION
Individual* or Sole Proprietorship

Proposal Package
RFP# L-ROCR002-2025



Note: Either a Form 10-353 or Form 10-354 is completed for each proposal, depending on the nature of ownership of the company.

Complete separate form for the submitting business entity and any and all parent entities.

Name of Individual and Tradename, if Any**		
Address		
Telephone Number	Fax Number	Email Address
Contact Person (if other than the Offeror)		
Tax ID #	Years in Business (of same type as proposed service(s))	Current Value of Business
Role in Providing Proposed Service(s)		

* Due to difficulties determining authority to act and ownership, the Service will not accept a proposal from spouses jointly as a purported business entity. Either one individual must serve as the Offeror or the spouses must form a corporation, partnership, or limited liability company to serve as Offeror.

** If the sole proprietorship acts under a name other than that of its owner (i.e., does business as "company name"), also add the jurisdiction where the company's trade name is registered, if any.

NOTICES

PRIVACY ACT STATEMENT

Authority: 54 U.S. Code Chapter 1021—Privileges and Leases; 54 U.S. Code § 306121—Lease or exchange.

Purpose: The purposes of the system are (1) to assist NPS employees in managing the NPS Leasing program allowing for residential and commercial uses within a unit of the National Park System to ensure that business activities are conducted in a manner that complies with Federal laws and regulations; (2) to monitor resources that are or may be affected by the authorized residential and/or commercial uses within a unit of the National Park System; (3) to track applicants and holders of leases who are planning to conduct or are conducting business within units of the National Park System; and (4) to provide to the public the description and contact information for businesses that provide services in national parks.

Routine Uses: In addition to those disclosures generally permitted under 5 U.S.C.552a(b) of the Privacy Act, records or information contained in this system may be disclosed outside DOI as a routine use pursuant to 5 U.S.C. 552a(b)(3) to other Federal, state and local governments, tribal organizations, and members of the general public upon request for names, addresses and phone numbers of lease holders conducting business within units of the National Park System for the purpose of informing the public of the availability of the services offered by the lease holder. In addition, records or information contained in this system may be disclosed outside DOI based on an authorized routine use when the disclosure is compatible with the purpose for which the records were compiled as described under the system of records notice for this system.

Disclosure: Voluntary, however, failure to provide the requested information may impede our ability to 1) manage the National Park Service (NPS) Leasing Program allowing for residential and/or commercial uses within a unit of the NPS, 2) monitor resources that are or may be affected by the authorized residential and/or commercial uses, and 3) provide the public the description and contact information for businesses that provide services in national parks.

PAPERWORK REDUCTION ACT STATEMENT

We collect this information under the authority of 54 U.S.C. Chapter 1021. We use this information to evaluate a lease proposal. Your response is required to obtain or retain a benefit. We may not collect or sponsor and you are not required to respond to a collection of information unless it displays a currently valid OMB control number. OMB has approved this collection of information and assigned Control No. 1024-0233.

ESTIMATED BURDEN STATEMENT

We estimate that it will take no more than 1 hour to complete this form, including time to review instructions, gather and maintain data, and complete and review the form. You may send comments on the burden estimate or any aspect of this form to the Information Collection Clearance Officer, National Park Service, 1201 Oakridge Drive, Fort Collins, CO 80525. Please do not send your completed form to this address.



BUSINESS ORGANIZATION INFORMATION
Corporation, Limited Liability Company, Partnership, or Joint Venture



Proposal Package
RFP# L-ROCR002-2025

Note: Either a Form 10-353 or Form 10-354 is completed for each proposal, depending on the nature of ownership of the company.

Complete separate a form for the submitting business entity and any and all parent entities.

Name of Entity and Trade-name, if any		
Address		
Telephone Number	Fax Number	Email Address
Contact Person		
Title		
Tax ID#	State of Formation	Date of Formation

Ownership	Percentage of Ownership Interests	Current Value of Investment
Names and Addresses of those with controlling interest and key principals of business		
Total Interests Outstanding and Type(s):		

Officers and Directors or General Partners or Managing Members or Venturers	Address	Title and/or Affiliation

NOTICES

PRIVACY ACT STATEMENT

Authority: 54 U.S. Code Chapter 1021—Privileges and Leases; 54 U.S. Code § 306121—Lease or exchange.

Purpose: The purposes of the system are (1) to assist NPS employees in managing the NPS Leasing program allowing for residential and commercial uses within a unit of the National Park System to ensure that business activities are conducted in a manner that complies with Federal laws and regulations; (2) to monitor resources that are or may be affected by the authorized residential and/or commercial uses within a unit of the National Park System; (3) to track applicants and holders of leases who are planning to conduct or are conducting business within units of the National Park System; and (4) to provide to the public the description and contact information for businesses that provide services in national parks.

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ESTIMATED BURDEN STATEMENT

We estimate that depending on the complexity of your business organization it will take between 5 and 10 hours to complete this form, including time to review instructions, gather and maintain data, and complete and review the form. You may send comments on the burden estimate or any aspect of this form to the Information Collection Clearance Officer, National Park Service, 1201 Oakridge Drive, Fort Collins, CO 80525. Please do not send your completed form to this address.

From: [Cook, Autumn H](#)
To: [Bartolomeo, Nick](#)
Subject: Fw: [EXTERNAL] Cameras at entrance to the Rock Creek Carter Barron
Date: Thursday, March 12, 2026 11:45:51 AM
Attachments: [Outlook-pxdcung1.png](#)

Hi Nick!
Do we need to chat about this? Or has this been resolved?

Autumn Cook, MLIS
Public Affairs Specialist
Rock Creek Park
National Park Service
Mobile: 771-215-6954
Autumn_Cook@nps.gov
www.nps.gov/rocr

From: Joyner, Brian <Brian_Joyner@nps.gov>
Sent: Tuesday, March 10, 2026 1:40 PM
To: Cook, Autumn H <autumn_cook@nps.gov>
Subject: Fw: [EXTERNAL] Cameras at entrance to the Rock Creek Carter Barron

FYI. Talk with Nick.

Brian D. Joyner | **Superintendent**
Rock Creek Park | bjoyner@nps.gov
202.895.6002 (o) | 202.594.6589 (m)

"The dominant consideration, never to be subordinated to any other purpose in dealing with Rock Creek Park, is the permanent preservation of its wonderful natural beauty, and the making of that beauty accessible to the people without spoiling the scenery in the process." *Olmsted Report, 1918.*

 [Book time to meet with me](#)

From: Asmussen, Mark N <Mark_Asmussen@nps.gov>
Sent: Tuesday, March 10, 2026 1:37 PM
To: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>; Scott, Shayna L <Shayna_Scott@nps.gov>; Joyner, Brian <Brian_Joyner@nps.gov>
Subject: FW: [EXTERNAL] Cameras at entrance to the Rock Creek Carter Barron

Approved response from Chief of Police and Dept. of the Interior- please let me know if you'd like me to respond directly or have the response come from the park.

Thank you for reaching out.

“There is no connection to the tennis center. The camera is a law enforcement **license**

plate reader, a commonly used tool that helps police deter and respond to criminal activity, supporting real-time investigations and generally enhancing public safety by enabling more efficient and effective proactive policing.”

Lieutenant Mark Asmussen
Commander, US Park Police District 3, Rock Creek Station
Mobile: (202) 306-2170
Communications/Dispatch: (202) 610-7500

United States Park Police
1100 Ohio Drive S.W.
Washington, D.C. 20242
www.nps.gov/uspp

Department of the Interior
1849 C St. NW
Washington DC 20240
www.doi.gov

CONFIDENTIALITY NOTICE: This message (including any attachments) is intended exclusively for the individual or group to which it is addressed. This communication may contain information that is proprietary, privileged, confidential, law enforcement sensitive or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of the message.

<https://www.usajobs.gov/job/827968200> **Follow this link to become a United States Park Police Officer!**

From: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Sent: Tuesday, March 10, 2026 11:57 AM
To: Joyner, Brian <Brian_Joyner@nps.gov>; Asmussen, Mark N <Mark_Asmussen@nps.gov>; Scott, Shayna L <Shayna_Scott@nps.gov>
Subject: Fw: [EXTERNAL] Cameras at entrance to the Rock Creek Carter Barron

Hi Brian and Mark, those are FLOCK camera instruments, used for license plate readings by USPP.

Do we want to simply state that those cameras are used for law enforcement activities, and

are not related to the tennis center lease? And, are you ok with me responding?

Thanks,

Nick

Nick Bartolomeo
Resources Manager
Rock Creek Park
3545 Williamsburg Lane NW
Washington, DC 20008
202-579-8494

From: Binta M Robinson (b) (6)
Sent: Tuesday, March 10, 2026 11:43 AM
To: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Cc: Joyner, Brian <Brian_Joyner@nps.gov>; Asmussen, Mark N <Mark_Asmussen@nps.gov>
Subject: [EXTERNAL] Cameras at entrance to the Rock Creek Carter Barron

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Hello Nick Bartolomeo, Resources Manager, Rock Creek Park: I saw some Park Employees installing a camera in the Park near my family home today at around 10:26 am. Do you know what the cameras are for? It also seemed as if a camera was there before recently on this pole. Can you please explain what the camera is for? Is it connected in any way to the new lessee who will be leasing the Rock Creek Park Tennis Center? I've attached pictures that I took today. Thank you Binta Robinson

Fw: [EXTERNAL] Who Owns WTA Tournament

From Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Date Mon 1/12/2026 3:12 PM
To Euken, Jamie <Jamie_Euken@nps.gov>

Hi, Jamie, please read this carefully. Do not distribute.

Nick Bartolomeo
Resources Manager
Rock Creek Park
3545 Williamsburg Lane NW
Washington, DC 20008
202-579-8494

From: Joyner, Brian <Brian_Joyner@nps.gov>
Sent: Monday, January 12, 2026 2:46 PM
To: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>; Stachowicz, Michael W <Michael_Stachowicz@nps.gov>; Mendelson, Lisa <Lisa_Mendelson-Ielmini@nps.gov>
Subject: Fw: [EXTERNAL] Who Owns WTA Tournament

For your awareness.

Brian Joyner | **Superintendent**
Rock Creek Park | bjoyner@nps.gov
202.895.6002 (o) | 202.594.6589 (m)

"The dominant consideration, never to be subordinated to any other purpose in dealing with Rock Creek Park, is the permanent preservation of its wonderful natural beauty, and the making of that beauty accessible to the people without spoiling the scenery in the process." *Olmsted Report, 1918.*

 [Book time to meet with me](#)

From: richard fried (b) (6)
Sent: Sunday, January 11, 2026 12:48 PM
To: Joyner, Brian <Brian_Joyner@nps.gov>
Subject: [EXTERNAL] Who Owns WTA Tournament

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Hi Brian,

I hope you are doing well. I'm sorry that I couldn't find a good photo taken at night from Mt Washington. When I looked for one I realized my wife, our friend and I, are standing in front of the window. Most of what you see is our mugs. Doesn't do the beautiful view justice. I sent a message to my friend in Pittsburgh to see if she has one with an unobstructed view.

In doing some research, I came across an interview with Mark Ein in which he states in some detail, how his company bought the rights to the mens tournament from WTEF. I'm passing it along FYI.

warm regards,
Richard

[https://www.worldofdaas.com/p/venturehouse mark ein](https://www.worldofdaas.com/p/venturehouse_mark_ein). Oct, 28,2025

... our tournament had been owned by a not for profit for almost 50 years. And as the requirements to showcase these tournaments got higher and higher and the need for investment got more, frankly, they weren't able to make those investments. And the tours were imposing requirements.

Auren Hoffman (26:13.25) Sounds amazing, yeah.

Mark Ein (26:39.615) And so they had to find someone to come in and do that. And I had been talking to them. This honestly was my dream. I mean, the two things I cared about as a kid were the tournament, being a ball kid and the football team. And so now to be in a position to be involved with both is indescribably, you know, it's indescribable, the feeling of it. I feel so incredibly lucky, but the chance to come in and really

elevate that tournament to where it should be on the world stage was something I was so excited about. Frankly, there were people from all over the world bidding on it and the price got higher and higher and I almost at one point stopped and then I thought this tournament had meant so much to me as a kid and so much to so many tens if not really hundreds of thousands of people in DC over 50 years that I had to try to be the buyer so that it would stay in Washington. Fortunately that happened. And we've transformed the event. And so it really is a really solid, good business. We

make money from tickets, from sponsorships, from TV, from food and beverage and from merchandise. And they're not the biggest businesses because they're one week, but they're really solid business. And the sport is in incredible shape. mean, the sport is really, really thriving around the world and now in the United States.

Auren Hoffman (28:02.126) And is there, is there like, how does a nonprofit even sell a business? Like, how does that work?

Mark Ein (28:09.291) Well, they own it and then they sell it and then it goes into an endowment. And part of our deal with them, which was sort of what my pitch to them was, and it was, I believed it, is they get all kinds of intangible benefits for being the owner. They get tickets, you highlight them. It's an incredible program that provides after school programs combining tennis and education for kids, many of which enter city in D.C.

it's an incredible organization, is I can leave you with all the intangible benefits of this, the tickets, the recognition, we'll support your gala, all the things they got, but you can rid yourself of the financial obligation and you can't really, you don't have the wherewithal to make the investments that are being asked of you. So it was kind of perfect. And then you can take the money and endow the organization forever. which is what they've done. They now have an endowment from our deal that will support the organization for the rest of time.

From: [Joyner, Brian](#)
To: [Washington, Wanda](#); [Bartolomeo, Nick](#); [Freese, Gene](#)
Subject: Fw: Draft ROCR Tennis Center RFP w/attachments
Date: Thursday, November 13, 2025 8:36:19 AM
Attachments: [Attachment A - DRAFT Lease ROCR Tennis-with Improv Rent-Offsets \(11-12-2025\).docx](#)
[Attachment B-NPS Form 10-352 Business History Information 508 Compliant.pdf](#)
[Attachment C-NPS Form 10-353 Business Organization Information \(Individual or Sole Proprietors\) 508 Compliant.pdf](#)
[Attachment D-NPS Form 10-354 Business Organization Information \(Corporation, Limited Liability\) 508 Compliant.pdf](#)
[Attachment E-NPS Form 10-355B Offeror Financial Projections.xlsx](#)
[Attachment F-Sample ROCR Transmittal Ltr\(11-2025\).docx](#)
[DRAFT RFP-ROCR Tennis Center \(11-12-2025\).docx](#)
[Outlook-pvj21i0o.png](#)
[Outlook-m2gpxfdg.png](#)

CLOSE HOLD: Let's discuss today or tomorrow.

Brian

Brian Joyner | **Superintendent**

Rock Creek Park | bjoyner@nps.gov

202.895.6002 (o) | 202.594.6589 (m)

"The dominant consideration, never to be subordinated to any other purpose in dealing with Rock Creek Park, is the permanent preservation of its wonderful natural beauty, and the making of that beauty accessible to the people without spoiling the scenery in the process." *Olmsted Report, 1918.*



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From: Nersesian, Jen T <Jen_Nersesian@nps.gov>
Sent: Thursday, November 13, 2025 8:23 AM
To: Stidham, Tammy <Tammy_Stidham@nps.gov>; Mendelson, Lisa <Lisa_Mendelson-Ielmini@nps.gov>; Joyner, Brian <Brian_Joyner@nps.gov>; Stachowicz, Michael W <Michael_Stachowicz@nps.gov>
Subject: Fw: Draft ROCR Tennis Center RFP w/attachments

FYI...

Jennifer T. Nersesian
Regional Director, National Capital Region
National Park Service



From: Bowron, Jessica <Jessica_Bowron@nps.gov>

Sent: Wednesday, November 12, 2025 5:09 PM

To: Hoggatt, Noah <noah.hoggatt@sol.doi.gov>; Maiden, Dondrae N <Dondrae.Maiden@sol.doi.gov>; Porsia, Sara C <sara.porsia@sol.doi.gov>

Cc: Kito, William G <Gordy_Kito@nps.gov>; Woody, Nicole <Nicole_Woody@nps.gov>; Rausch, Kurt <Kurt_Rausch@nps.gov>; Lands, Frank W <frank_lands@nps.gov>; Suess, Adam G <adam_suess@ios.doi.gov>; Lilly, Kevin J <kevin_lilly@ios.doi.gov>; Hagan, Damon A <damon.hagan@sol.doi.gov>; Murphy, Timothy E <Timothy.Murphy@sol.doi.gov>; Farinelli, Susan <Susan_Farinelli@nps.gov>; Nersesian, Jen T <Jen_Nersesian@nps.gov>

Subject: Fw: Draft ROCR Tennis Center RFP w/attachments

DPW - Forwarding this draft lease RFP for your assignment/review. I'll also share a concessions to lease analysis, and lease determination that had previously gone to DGL for review. They haven't provided formal feedback, and as we head towards re-opening, figured it would make sense to re-direct this to our typical commercial services SOL team. But happy to re-re-direct if that makes more sense for SOL.

This is a high priority for DOI, so I think we are looking to get SOL feedback by next week (same for the other docs that I will forward next). Our team is available to meet to talk through the complexities of this.

Thanks,

Jessica Bowron

NPS Comptroller, exercising the delegated authority of the Director

From: Kito, William G <Gordy_Kito@nps.gov>

Sent: Wednesday, November 12, 2025 3:04 PM

To: Bowron, Jessica <Jessica_Bowron@nps.gov>

Subject: Draft ROCR Tennis Center RFP w/attachments

Jessica,

Sorry for the delay in getting this to you. Here is the Draft RFP for the Rock Creek Tennis Center with all of the attachments, which includes a draft lease developed from the standard template lease, with some changes taken from the East Potomac Tennis Center lease that was executed earlier this year and other changes drafted specifically with ROCR in mind. I still need to add photos of the additional areas to be leased (parking lot, picnic area, and recreation fields) and I also still need information from FMSS on the condition of the assets to be included in the Condition and Inventory Report of draft lease and the Personal Property list from the current concessioner to be included in the RFP.

Please let me know if you have any questions or if you have any changes that you, or others would like to have made.

Gordy Kito
Leasing Program Manager
National Park Service
1849 "C" Street, N.W.
Washington, DC 20005

Office 202.354.2096

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Thank You.

From: [Kish, Joseph](#)
To: [Bartolomeo, Nick](#)
Subject: Fw: proposed lease boundary for the Rock Creek tennis center
Date: Thursday, October 30, 2025 8:17:24 AM
Attachments: [Outlook-zq5jqug5.png](#)
[Outlook-mb1nmxyo.png](#)
[Outlook-wmq0hd3f.png](#)
[2025 Expanded Lease Area for the Tennis Center.pdf](#)

Please review the map and let me know if there are changes needed. Please be aware that the new lease boundary has more than tripled the acreage. - Joe

Joe Kish
Natural Resource Program Manager
Rock Creek Park (ROCR)
3545 Williamsburg Ln. NW
Washington DC 20008
Office Hours: 5:30 AM to 2:00 PM

From: Joyner, Brian <Brian_Joyner@nps.gov>
Sent: Wednesday, October 29, 2025 1:27 PM
To: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>; Kish, Joseph <Joe_Kish@nps.gov>
Subject: Fw: proposed lease boundary for the Rock Creek tennis center

Sorry for the late notice. As soon as you can get the revised map to me would be most appreciated.

Brian Joyner | **Superintendent**

Rock Creek Park | bjoyner@nps.gov

202.895.6002 (o) | [202.594.6589](tel:202.594.6589) (m)

"The dominant consideration, never to be subordinated to any other purpose in dealing with Rock Creek Park, is the permanent preservation of its wonderful natural beauty, and the making of that beauty accessible to the people without spoiling the scenery in the process." *Olmsted Report, 1918.*

 [Book time to meet with me](#)

From: Nersesian, Jen T <Jen_Nersesian@nps.gov>
Sent: Wednesday, October 29, 2025 12:59 PM
To: Stidham, Tammy <Tammy_Stidham@nps.gov>; Joyner, Brian <Brian_Joyner@nps.gov>; Mendelson, Lisa <Lisa_Mendelson-Ielmini@nps.gov>

Subject: Re: proposed lease boundary for the Rock Creek tennis center

I assure you I have made people aware multiple times. We will continue our best to inform these decisions, but in this case leadership has decided to go with the larger footprint.

Brian, I have been asked for the revised map today — please send as soon as ready. Thank you.

Jennifer T. Nersesian
Regional Director, National Capital Region
National Park Service



From: Stidham, Tammy <Tammy_Stidham@nps.gov>

Sent: Tuesday, October 28, 2025 8:52 AM

To: Nersesian, Jen T <Jen_Nersesian@nps.gov>; Joyner, Brian <Brian_Joyner@nps.gov>; Mendelson, Lisa <Lisa_Mendelson-Ielmini@nps.gov>

Subject: Re: proposed lease boundary for the Rock Creek tennis center

Jen -

I know this was raised already, but in light of the expanded boundary request is it worth reminding folks that there are some general determinations that the NPS are required to make when evaluating if a lease is appropriate and that one of those is that the lease will not deprive the park area of property necessary for appropriate park protection, interpretation, visitor enjoyment, or administration of the park area.

With the fields being in T&E species habitat and the fact that the picnic areas, the ball fields, and the parking lot serve visitors for recreational purposes as well as access for the Carter Barron. I am not seeing how we can make a determination by including those in the lease allows the NPS to make the determination that this lease does not interfere with those requirements of park protection, interpretation, visitor enjoyment, or park administration. I think even if we were to make the

determination it puts the lease at risk for challenge.

Tammy

Tammy Stidham
Associate Regional Director - Lands and Planning
National Park Service
1100 Ohio Drive SW
Washington, DC 20242
voice - (202)619-7474
mobile - (202)438-0028
tammy_stidham@nps.gov

From: Nersesian, Jen T <Jen_Nersesian@nps.gov>
Sent: Monday, October 27, 2025 2:02 PM
To: Joyner, Brian <Brian_Joyner@nps.gov>; Stidham, Tammy <Tammy_Stidham@nps.gov>; Mendelson, Lisa <Lisa_Mendelson-Ielmini@nps.gov>
Subject: Fw: proposed lease boundary for the Rock Creek tennis center

FYI...

Jennifer T. Nersesian
Regional Director, National Capital Region
National Park Service



From: Suess, Adam G <adam_suess@ios.doi.gov>
Sent: Monday, October 27, 2025 1:07 PM
To: Bowron, Jessica <Jessica_Bowron@nps.gov>; Lilly, Kevin J <kevin_lilly@ios.doi.gov>; Rhoads, Adam R <adam_rhoads@ios.doi.gov>; Hoggatt, Noah <noah.hoggatt@sol.doi.gov>

Cc: Clark, Ed W <Ed_W_Clark@nps.gov>; Wellman, Lois A <lois_wellman@fws.gov>; Lands, Frank W <frank_lands@nps.gov>; Nersesian, Jen T <Jen_Nersesian@nps.gov>
Subject: Re: proposed lease boundary for the Rock Creek tennis center

Thank you, Jess—

I really appreciate all the help.

In this effort, I'd like to include the north athletic fields, the south athletic fields, picnic grove 23, picnic grove 24, the internal roadways, and the parking lots.

Please let me know what you need from me on this.

Thank you so much.

Adam

Get [Outlook for iOS](#)

From: Bowron, Jessica <Jessica_Bowron@nps.gov>
Sent: Friday, October 24, 2025 4:30:20 PM
To: Lilly, Kevin J <kevin_lilly@ios.doi.gov>; Suess, Adam G <adam_suess@ios.doi.gov>; Rhoads, Adam R <adam_rhoads@ios.doi.gov>; Hoggatt, Noah <noah.hoggatt@sol.doi.gov>
Cc: Clark, Ed W <Ed_W_Clark@nps.gov>; Wellman, Lois A <lois_wellman@fws.gov>; Lands, Frank W <frank_lands@nps.gov>; Nersesian, Jen T <Jen_Nersesian@nps.gov>
Subject: proposed lease boundary for the Rock Creek tennis center

Please see attached. Let us know if you have any questions. We will need confirmation that the boundary is approved prior to undertaking some of the next steps (though others will remain in motion).

Thanks,

Jessica Bowron
NPS Comptroller, exercising the delegated authority of the Director

From: [Joyner, Brian](#)
To: [Gunther, Rita](#); [Bartolomeo, Nick](#); [Sewell, Franice](#)
Subject: Fw: ROCR brightwood / tennis proposal
Date: Tuesday, July 22, 2025 12:40:02 PM
Attachments: [Repair Needs.pdf](#)
[Outlook-ra502qqq.png](#)

More background on the District's TOJ request budget

Brian Joyner | **Superintendent**
Rock Creek Park | bjoyner@nps.gov
202.895.6002 (o) | 202.594.6589 (m)

"The dominant consideration, never to be subordinated to any other purpose in dealing with Rock Creek Park, is the permanent preservation of its wonderful natural beauty, and the making of that beauty accessible to the people without spoiling the scenery in the process." *Olmsted Report, 1918.*



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From: Stidham, Tammy <Tammy_Stidham@nps.gov>
Sent: Monday, July 21, 2025 12:20 PM
To: Nersesian, Jen T <Jen_Nersesian@nps.gov>; Mendelson, Lisa <Lisa_Mendelson-lelmi@nps.gov>; Joyner, Brian <Brian_Joyner@nps.gov>
Subject: Re: ROCR brightwood / tennis proposal

In a follow-up email from Evan Cash, I had asked if he would share the full presentation that Mark Ein let with him and Phil. He called me on Friday and indicated he could not send the entire thing and then read off to me why the legislation requested \$9M which was a slide from Mark's presentation. (attached) Basically that \$9M get the stadium up to a state of good repair and the legislation was not to do anything more that allow for the transfer and get the stadium in good working order. Basically - this is the list we have been asking Mark to provide for the last 2-years.

Tammy Stidham
Associate Regional Director - Lands and Planning
National Park Service
1100 Ohio Drive SW
Washington, DC 20242
voice - (202)619-7474
mobile - (202)438-0028
tammy_stidham@nps.gov

From: Nersesian, Jen T <Jen_Nersesian@nps.gov>
Sent: Thursday, July 17, 2025 9:51 PM
To: Stidham, Tammy <Tammy_Stidham@nps.gov>; Mendelson, Lisa <Lisa_Mendelson-lelmi@nps.gov>; Joyner, Brian <Brian_Joyner@nps.gov>
Subject: Re: ROCR brightwood / tennis proposal

Jessica has asked the Department. Will let you know as soon as I hear back.

Jennifer T. Nersesian
Regional Director, National Capital Region
National Park Service

From: Stidham, Tammy <Tammy_Stidham@nps.gov>
Sent: Thursday, July 17, 2025 5:59:56 PM
To: Nersesian, Jen T <Jen_Nersesian@nps.gov>; Mendelson, Lisa <Lisa_Mendelson-lelmi@nps.gov>; Joyner, Brian <Brian_Joyner@nps.gov>
Subject: Re: ROCR brightwood / tennis proposal

Great - thank you.

Tammy Stidham
Associate Regional Director - Lands and Planning
National Park Service
1100 Ohio Drive SW
Washington, DC 20242
voice - (202)619-7474
mobile - (202)438-0028
tammy_stidham@nps.gov

From: Nersesian, Jen T <Jen_Nersesian@nps.gov>
Sent: Thursday, July 17, 2025 5:54 PM
To: Stidham, Tammy <Tammy_Stidham@nps.gov>; Mendelson, Lisa <Lisa_Mendelson-lelmi@nps.gov>; Joyner, Brian <Brian_Joyner@nps.gov>
Subject: Re: ROCR brightwood / tennis proposal

Thanks. I will get back to you.

Jennifer T. Nersesian
Regional Director, National Capital Region
National Park Service

From: Stidham, Tammy <Tammy_Stidham@nps.gov>
Sent: Thursday, July 17, 2025 5:54 PM
To: Nersesian, Jen T <Jen_Nersesian@nps.gov>; Mendelson, Lisa <Lisa_Mendelson-lelmi@nps.gov>; Joyner, Brian <Brian_Joyner@nps.gov>
Subject: Re: ROCR brightwood / tennis proposal

Beverly Perry

Tammy Stidham
Associate Regional Director - Lands and Planning
National Park Service
1100 Ohio Drive SW
Washington, DC 20242
voice - (202)619-7474
mobile - (202)438-0028
tammy_stidham@nps.gov

From: Nersesian, Jen T <Jen_Nersesian@nps.gov>
Sent: Thursday, July 17, 2025 5:52 PM
To: Stidham, Tammy <Tammy_Stidham@nps.gov>; Mendelson, Lisa <Lisa_Mendelson-lelmi@nps.gov>; Joyner, Brian <Brian_Joyner@nps.gov>
Subject: Re: ROCR brightwood / tennis proposal

Who is calling?

Jennifer T. Nersesian
Regional Director, National Capital Region
National Park Service

From: Stidham, Tammy <Tammy_Stidham@nps.gov>
Sent: Thursday, July 17, 2025 5:38 PM
To: Nersesian, Jen T <Jen_Nersesian@nps.gov>; Mendelson, Lisa <Lisa_Mendelson-lelmi@nps.gov>; Joyner, Brian <Brian_Joyner@nps.gov>
Subject: Re: ROCR brightwood / tennis proposal

I just got a call from the city. I did not pick up as I'm in zoning. They want to know what is happening with the agreement. I will need to call them back, but I need to know what I'm supposed to be saying tournament starts on Saturday

Tammy Stidham
Associate Regional Director - Lands and Planning
National Park Service
[1100 Ohio Drive SW](#)
[Washington, DC 20242](#)
voice - [\(202\)619-7474](#)
mobile - [\(202\)438-0028](#)
tammy_stidham@nps.gov

From: Nersesian, Jen T <Jen_Nersesian@nps.gov>
Sent: Friday, July 11, 2025 1:51:28 PM
To: Stidham, Tammy <Tammy_Stidham@nps.gov>; Mendelson, Lisa <Lisa_Mendelson-lellini@nps.gov>; Joyner, Brian <Brian_Joyner@nps.gov>
Subject: Fw: ROCR brightwood / tennis proposal

FYI...

From: Bowron, Jessica <Jessica_Bowron@nps.gov>
Sent: Friday, July 11, 2025 1:45 PM
To: Nersesian, Jen T <Jen_Nersesian@nps.gov>; Lands, Frank W <frank_lands@nps.gov>; Caldwell, Michael A <Mike_Caldwell@nps.gov>
Cc: Farinelli, Susan <Susan_Farinelli@nps.gov>
Subject: Re: ROCR brightwood / tennis proposal

Thanks Jen - let me know if you or your teams get any questions from the city, and we'll figure out with upstairs how they want us to answer.

Jessica Bowron
NPS Comptroller, exercising the delegated authority of the Director
(o) 202-513-7138
(c) 202-280-8329

From: Nersesian, Jen T <Jen_Nersesian@nps.gov>
Sent: Thursday, July 10, 2025 3:46 PM
To: Bowron, Jessica <Jessica_Bowron@nps.gov>; Lands, Frank W <frank_lands@nps.gov>; Caldwell, Michael A <Mike_Caldwell@nps.gov>
Cc: Farinelli, Susan <Susan_Farinelli@nps.gov>
Subject: Re: ROCR brightwood / tennis proposal

Recent conversations between NCR and the Mayor's office have revolved around fine-tuning the wording in the agreement, on which we have consensus. The only other communication was that Phil Mendelson, the City Council chairperson, had someone

relay to us that he would support the ToJ as long as it did not include Carter Barron.

We are holding off on anything further as per your message.

Jennifer T. Nersesian
Regional Director, National Capital Region
National Park Service

From: Bowron, Jessica <Jessica_Bowron@nps.gov>

Sent: Thursday, July 10, 2025 10:59 AM

To: Nersesian, Jen T <Jen_Nersesian@nps.gov>; Lands, Frank W <frank_lands@nps.gov>; Caldwell, Michael A <Mike_Caldwell@nps.gov>

Cc: Farinelli, Susan <Susan_Farinelli@nps.gov>

Subject: ROCR brightwood / tennis proposal

Please pause further action on the Rock Creek brightwood/tennis center proposal. I anticipate we will receive requests for briefings to help get the right folks up to speed on this, but for now, that's the direction I have.

I know that we need to figure out what to tell the city on this pause. Can you let me know the current status and what we have most recently communicated to them, and I will try to get confirmation from upstairs on how they want to message?

Thanks,

Jessica Bowron

NPS Comptroller, exercising the delegated authority of the Director

(o) 202-513-7138

(c) 202-280-8329

From: [Joyner, Brian](#)
To: [Bartolomeo, Nick](#); [Ransome, Michael J](#); [Washington, Wanda](#); [Stachowicz, Michael W](#); [Euken, Jamie](#)
Subject: Fw: ROCR Tennis - Expedited Lease Timeline
Date: Monday, October 27, 2025 9:34:04 AM
Attachments: [Outlook-tynmw2nz.png](#)
[DRAFT Timeline with Dates for ROCR TC RFP\(10-27-2025\).docx](#)
[Outlook-pdqtfq55.png](#)

For your awareness.

Brian Joyner | **Superintendent**

Rock Creek Park | bjoyner@nps.gov

202.895.6002 (o) | 202.594.6589 (m)

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From: Kito, William G <Gordy_Kito@nps.gov>
Sent: Monday, October 27, 2025 9:18 AM
To: Bowron, Jessica <Jessica_Bowron@nps.gov>
Cc: Lands, Frank W <frank_lands@nps.gov>; Joyner, Brian <Brian_Joyner@nps.gov>; Stidham, Tammy <Tammy_Stidham@nps.gov>; Rausch, Kurt <Kurt_Rausch@nps.gov>; Woody, Nicole <Nicole_Woody@nps.gov>; Nersesian, Jen T <Jen_Nersesian@nps.gov>
Subject: Re: ROCR Tennis - Expedited Lease Timeline

Jessica,

Here is the timeline with dates. Let me know if you have any questions or if you need additional information. I will be out of pocket from 10/30 - 11/4 for family travel so I have provided dates that take my absence into consideration.

Thanks,
Gordy

Gordy Kito
Leasing Program Manager
National Park Service
1849 "C" Street, N.W.

Washington, DC 20005

Office 202.354.2096

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Thank You.

From: Bowron, Jessica <Jessica_Bowron@nps.gov>

Sent: Friday, October 24, 2025 4:23 PM

To: Nersesian, Jen T <Jen_Nersesian@nps.gov>; Kito, William G <Gordy_Kito@nps.gov>; Woody, Nicole <Nicole_Woody@nps.gov>; Lands, Frank W <frank_lands@nps.gov>

Cc: Joyner, Brian <Brian_Joyner@nps.gov>; Stidham, Tammy <Tammy_Stidham@nps.gov>; Rausch, Kurt <Kurt_Rausch@nps.gov>

Subject: Re: ROCR Tennis - Expedited Lease Timeline

Hi folks,

DOI has reviewed and approved the path outlined in the prior attachment. They would like to turn the attachment into a timeline with dates for deadlines, and we will be expected to report our progress (and any issues with that progress) at least weekly, if not more frequently. Gordy, can you take the lead on translating that into specific calendar dates?

Tim Murphy and Kasie Durkit are the SOL assigned in General Law to support this - at any step, please reach out to them if needed. And if we need folks from DPW, we can also make sure they are available.

I received the proposed leasable area, and we'll share that with DOI for their review (thanks for getting it completed on time Brian!). I understand that confirmation of that will impact a lot of the next steps, so we'll want to make sure its correct.

One of the other first steps relates to severing this from the concessions contract. I'm adding in Kurt Rausch - Kurt, can you advise on the best way to approach that?

Thanks,

Jessica Bowron

NPS Comptroller, exercising the delegated authority of the Director

From: Nersesian, Jen T <Jen_Nersesian@nps.gov>

Sent: Tuesday, October 21, 2025 5:15 PM

To: Bowron, Jessica <Jessica_Bowron@nps.gov>; Kito, William G <Gordy_Kito@nps.gov>; Woody, Nicole <Nicole_Woody@nps.gov>; Lands, Frank W <frank_lands@nps.gov>

Cc: Joyner, Brian <Brian_Joyner@nps.gov>; Stidham, Tammy <Tammy_Stidham@nps.gov>

Subject: Re: ROCR Tennis - Expedited Lease Timeline

No, our comments have been incorporated. Thank you.

Jennifer T. Nersesian

Regional Director, National Capital Region

National Park Service



From: Bowron, Jessica <Jessica_Bowron@nps.gov>

Sent: Tuesday, October 21, 2025 5:12 PM

To: Kito, William G <Gordy_Kito@nps.gov>; Woody, Nicole <Nicole_Woody@nps.gov>; Lands, Frank W <frank_lands@nps.gov>

Cc: Nersesian, Jen T <Jen_Nersesian@nps.gov>; Joyner, Brian <Brian_Joyner@nps.gov>; Stidham, Tammy <Tammy_Stidham@nps.gov>

Subject: Re: ROCR Tennis - Expedited Lease Timeline

Thanks Gordy. I don't see any issues. NCR, anything you want to add/edit before we move this forward?

Jessica Bowron

NPS Comptroller, exercising the delegated authority of the Director

From: Kito, William G <Gordy_Kito@nps.gov>
Sent: Tuesday, October 21, 2025 2:56 PM
To: Bowron, Jessica <Jessica_Bowron@nps.gov>
Cc: Nersesian, Jen T <Jen_Nersesian@nps.gov>; Joyner, Brian <Brian_Joyner@nps.gov>; Stidham, Tammy <Tammy_Stidham@nps.gov>
Subject: ROCR Tennis - Expedited Lease Timeline

Jessica,

Please find attached to this email and draft of the time necessary to execute and expedited lease for the ROCR Tennis facility with some additional considerations regarding the existing operator and possible interim operating solutions if we are unable to execute the lease in time for next year's tournament.

There a number of unknowns at this time, therefore, all of these times are estimates based on what I know at this time. Let me know if you have additional questions or if you would like additional information.

Gordy

Gordy Kito
Leasing Program Manager
National Park Service
1849 "C" Street, N.W.
Washington, DC 20005

Office 202.354.2096

NOTICE:

This e-mail (including attachments) is intended for the use of the individual or entity to which it is addressed. It may contain information that is privileged, confidential, or otherwise protected by applicable law. If you are not the intended recipient or the employee or agent responsible for delivery of this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or use of this e-mail or its contents is strictly prohibited. If you received this e-mail in error, please notify the sender immediately and destroy all copies.


Thank You.

Re: Important, For Review: Letter to Mark Ein re: Tournament Article

From Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>

Date Thu 8/1/2024 4:15 PM

To Shanti, Jasmine K <jasmine_shanti@nps.gov>; Cook, Autumn H <autumn_cook@nps.gov>; Stidham, Tammy <Tammy_Stidham@nps.gov>; Joyner, Brian <Brian_Joyner@nps.gov>; Scott, Shayna L <Shayna_Scott@nps.gov>; Gunther, Rita <Rita_Gunther@nps.gov>

 1 attachment (119 KB)

Outgoing Mark Ein Tournament Article FINAL STAFF DRAFT July 27 2023.doc;

Hi FYI.

Nick

Nick Bartolomeo
Resources Manager
Rock Creek Park
3545 Williamsburg Lane NW
Washington, DC 20008
202-579-8494

From: Bartolomeo, Nick

Sent: Thursday, July 27, 2023 1:57 PM

To: Joyner, Brian <Brian_Joyner@nps.gov>

Cc: Euken, Jamie <Jamie_Euken@nps.gov>

Subject: Important, For Review: Letter to Mark Ein re: Tournament Article

Hi Brian, please see attached for your review and revision, and to send to Lisa and Kym for review.

Please let us know if you have any questions.

Nick

Nick Bartolomeo
Resources Manager
Rock Creek Park
3545 Williamsburg Lane NW
Washington, DC 20008
Office: 202-895-6010
Cell: 202-579-8494

Draft Lease Comments

1. Impairment: Rationale that the development that has been proposed for the area would impair CBA operations (historic resource), and natural resources (T&E species).
2. GMP selected alternative determined that “long-term protection of the endangered Hays Spring amphipod could be enhanced by implementing more active protection of springs and their up-gradient drainages.” These protections, a cooperative \$1million plus project between NPS and DOEE, installed these protections on the drainages, which cover nearly all of the Brightwood recreational area. Disturbance of these drainages by anticipated redevelopment of the site may adversely affect Hayi. Also, “The preferred alternative would maintain the traditional character and visitor experiences of Rock Creek Park and the Rock Creek and Potomac Parkway. Moderate, beneficial, long-term effects would be associated with upgraded trails throughout the park; improvements to visitor contact, interpretation, and education facilities and services; and improved access for visitors with impaired mobility. Improved working conditions for park administrative staff and personnel in the U.S. Park Police District 3 substation would result in a moderate beneficial effect on park operations, but the intensity of the beneficial impact perceived by the public probably would be minor. Compared to the no action alternative, this alternative would have a moderate, beneficial effect on the park’s recreational opportunities.” Note the park staff’s recent determination that the preferred relocation area for the US Park Police ROCR/D-3 substation is the north athletic field, an option foreclosed by this lease.
3. Whereas clause: “WHEREAS, the NPS administers Rock Creek Park (Park Area) as a unit of the National Park System in accordance with the NPS Organic Act, Act of Aug. 25, 1916, ch. 408, 39 Stat. 535, codified as amended in scattered sections of 54 U.S.C.; other laws applicable generally to units of the National Park System; and any laws applicable specifically to Rock Creek Park;
4. Whereas clause: “WHEREAS, the Lessor has determined that the use and occupancy of the property that is made available under this Lease is consistent with the Park Area’s General Management Plan and the requirements of the Record of Decision on the Final Environmental Impact Statement for the Rock Creek Tennis

Center and Associated Recreation Fields (ROD), and Part 18 of Title 36 of the Code of Federal Regulations; and

5. Section 2.1 (a) – The park vehemently disagrees with these lease boundaries. Insert language from information provided to RD.
6. 36 CFR 18.4(b) that: “The lease will not deprive the park area of property necessary for appropriate park protection, interpretation, visitor enjoyment, or administration of the park area;” This lease proposal does not meet these legal requirements. Explain. See 2.1 (e)
7. 2.5. Historic Property: “The Premises are part of the Rock Creek Historic District, included on the National Registry of Historic Places and are therefore considered to be Historic Property. The tennis courts and the William H.G. Fitzgerald Tennis Stadium (Tennis Stadium) have been determined to be non-contributing elements of the Rock Creek Historic District and are therefore not considered to be Historic Property subject to The Secretary of the Interior’s Standards for the Treatment of Historic Properties (36 C.F.R. Part 68).”
8. Section 4.1: “... provided, however, that if the Lessee fails to timely complete Initial Improvements in accordance with the Construction Documents,” What Construction Documents? What is this implying?
9. Section 5.2: How was this base rent determined? How is it possible that this figure covers XX acres and XX structures, as well as a parking area, athletic fields, restrooms, playground equipment and a picnic shelter? What evaluation was done to make this determination?
10. Section 5.5: “Fair market value rent” for the purposes of this section means the most probable rent, as of a specific date, in cash or in terms equivalent to cash, for which the Premises, under the terms and conditions of this Lease, should rent for its highest and best permitted use after reasonable exposure in a competitive market under all conditions requisite to a fair leasing opportunity, with the Lessor and the Lessee each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress...” How was this

determination made? Where is the documentation that details this determination?

- 11.6.1. Authorized Uses: “The Lessee may use the Premises only for the following purposes: Any and all legal purposes that are usual and customary in the operation of a racquet sports and fitness facility, including the operation and provision of related or incidental services such as retail shops, food and beverage sales (including alcoholic beverages), training facilities, and tournaments (with prior NPS approval and in accordance with all Applicable Laws, regulations, policies of the NPS, and the ROD). The services and amenities offered must be consistent with those offered at comparable or superior public racquet sports and fitness facilities located in Maryland, Virginia, and the District of Columbia.” This only describes operations for the stadium and surrounding courts. The lease boundaries encompass a parking lot purpose built for the operation of the Carter Barron Amphitheater; two picnic groves that have associated facilities, including a pavilion, a playground and a restroom; a historic building now occupied and operated by the park’s philanthropic partner; two large athletic fields; park roadways that are part of the historic circulation system for the park; a Right of Way for telecommunications facilities; equipment for the park’s radio system; and a parcourse (exercise equipment and path). Picnic Grove 24 is a Rec Fee area and provides revenue to the park; the athletic fields are a fee permit operation, overseen by the District of Columbia Department of Recreation.
- 12.6.4. Prohibited Uses: In no event may the Premises be used for any purpose that is not permissible under Part 18 or, even if so permissible, may be dangerous to life, limb, property, or public health; that in any manner causes or results in a nuisance; that is of a nature that it involves substantial hazard, such as the manufacture or use of explosives, chemicals or products that may explode; that otherwise harms the health or welfare of Park Area resources or visitors; or that results in any discharge of Hazardous Materials in, on, or under the Premises. Response: This lease removes contributing resources to the park’s Historic District, including the Picnic Groves, the restroom facility, and the Carter Barron Amphitheater parking lot. In addition, the publicly proposed, and anticipated, redevelopment of the site from the sole potential lessee to date envisions uses that would harm T&E species in the area.
- 13.9.7. General Scope of Lessor’s Review: The proposed project must also be in compliance with the park’s Foundation Document, the Hay’s Spring Amphipod Recovery Plan (USFWS), the recommendations of the Carter Barron Amphitheater Historic Structure Report, the Carter Barron Amphitheater Business plan, the future RFI for CBA operations, the Rock Creek Park Tennis Center Environmental Impact Statement, and the Rock Creek Park White-tailed Deer Management Plan.

14. Re: Section 12. HAZARDOUS MATERIALS, add language explicitly stating that the Lessee is legally and financially responsible for all rehabilitation, restoration, and fines and judgements relating to the release of hazardous materials into the park and greater environment.

Draft RFP Comments

NATIONAL PARK SERVICE

Conflict of Interest and Confidentiality Certificate

Re: Evaluation of Proposals in Response to Request For Proposals
For L-ROCR002-2025 Rock Creek Park Tennis Center in Rock Creek Park, National Capital Region,
National Park Service.

I certify that I am not aware of any matter that might impair my ability to participate in the proposal evaluation proceedings and activities associated with the above-referenced prospectus in an objective and unbiased manner, or that might place me in a position of conflict, real or apparent, between my responsibilities as an evaluator or advisor and other interests.

In making this certification, I have considered all my stocks, bonds, other financial interests, and employment arrangements (past, present or under consideration), and, to the extent known by me, all the financial interests and employment arrangements of my spouse, my minor children, and other members of my immediate household.

I also agree and certify that I will not photocopy, electronically scan, nor transmit electronically any proposal or part thereof, materials used, or notes made, in connection with my role in the evaluation of any proposal, except as specifically directed by the panel chair or deciding official, and that I will not discuss the substance of any proposal except with the entire panel present telephonically or in person (other than discussions with another individual assigned to evaluate the same selection factor with me), unless I am permitted or required to do so by law. I acknowledge that all information in the proposals other than that which is generally available to the public at the time of disclosure shall be deemed to be confidential and that I will not reveal it outside of the designated evaluation panel and its assigned technical advisors and Solicitors during or following the deliberations, unless required to do so by law.

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information; (2) communications to Congress; (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety; or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

Signature:

Printed Name: Nicholas Bartolomeo

Title: Resources Manager, Rock Creek Park

Date: February 4, 2026

THIS CERTIFICATION CONTAINS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.



United States Department of the Interior

NATIONAL PARK SERVICE
National Capital Region
Rock Creek Park
3545 Williamsburg Lane, N.W.
Washington, D.C. 20008-1207

July XX, 2023

9.B.

Mark Ein
Rollingwood Sports LLC/MDE Tennis
1300 North 17th Street
Arlington, VA 22209

Dear Mr. Ein:

We are writing regarding a June 1, 2023 article in the Sports Business Journal regarding the Mubadala Citi DC Open event, in which you were quoted extensively.

The article, "Citi Open merging with San Jose WTA event to create combined D.C. event," noted that you had "secured a long-term lease for the Hologic WTA Tour" sanction. We would like to better understand how this sanction relates to your current agreement with the Washington Tennis and Education Foundation (WTEF), specifically to your charitable contribution to the organization. Can you please provide details about how this sanction, and the resulting 500-level combined tournament, benefits WTEF and meets the intent of the tournament, which is to provide charitable funding to a non-profit organization?

The article continues by stating that "Ein had a list with three main to-dos when he bought the tournament. He's now achieved the first two -- improving the fan experience and making the tournament a combined event. The third, improving and expanding FitzGerald Tennis Center in Rock Creek Park, is next on the list." Further, the article states that while "Ein wants the event to stay in the park where co-founder Arthur Ashe initially placed it," it quotes you as saying that "the demand [for the tournament] supports putting in meaningfully more capacity than we have."

As you are aware, the National Park Service issues a special use permit to the tournament each year and manages the stadium and related activities in the surrounding area under the January 29, 1997 "Rock Creek Tennis Stadium Record of Decision." In that decision (ROD), the National Park Service limits the stadium to one tournament per year, with the option of adding a second "but only when such an event would generate a significant amount of funding in advance for tennis programs for youth, seniors and special populations." The ROD also sets specific limits on the use of the facility by restricting attendance to 7,500 persons per session, restricting use of the adjacent athletic fields for parking, and setting requirements for time duration for the event and the associated load-in and tear-down.

In addition, in many conversations over the past several years, park and Regional National Park Service leadership have stated that the ROD provides the strict parameters for allowing the tournament to take place in Rock Creek Park. We also have noted that the capacity of the tennis tournament site is at its limits both for number of attendees and space for match courts and the supporting tents, trailers, and other build components of this growing event. Should the tournament wish to expand its operations, we have long maintained, it should look at areas and facilities outside Rock Creek Park and the National Park Service.

Can you please provide more information and any clarification about your comments in the article, and your overall goal of “improving and expanding” the tennis stadium? Specifically, how do you reconcile these goals with the requirements of the ROD, National Park Service policy, the history and restrictions that this remain a non-profit event that benefits the WTEF charity, and the very real and limited space and logistical challenges of the stadium complex? Especially as 2023’s event marks the last year of your five-year Management Agreement with WTEF, it would be helpful for the National Park Service to understand your plans for future years.

Thank you for your consideration. If you have any questions, please feel free to contact me at any time. We look forward to your timely response.

Sincerely,

Brian Joyner
Acting Superintendent

An explanation of the details of the attached map:

The proposed Rock Creek Park Tennis Center lease boundary is approximately 12.5 acres and encompasses those areas essential for the operation of the annual tennis tournament as well as the current concessions operations that surround the tennis stadium. Certain adjacent and nearby areas were not included in the proposed lease boundary. These include:

- **New USPP District 3 Substation Potential Locations:** To accommodate additional United States Park Police (USPP) officers anticipated to be hired under the direction of the Secretary of the Interior, the NPS Denver Service Center is reviewing the Brightwood Recreation Area within US Reservation 339 of Rock Creek Park as a potential location for the construction of a new USPP District 3 Substation. Specific locations proposed for the potential new construction include the athletic fields north and south of Morrow Drive NW, as well as two separate locations along Colorado Avenue NW – one at the corner with 16th Street by the Colorado Avenue entrance to the main parking lot, and the other along the Carter Barron box office access road. Until a final location decision has been made (expected early 2026), these areas should not be included in any proposed tennis lease boundaries.
- **Verizon Tower & Building:** Verizon holds a Right of Way permit for their communications tower and building situated immediately southwest of the southernmost hardcourts and east of Stage Road NW. Their operations and access must continue at this location and should not be included in the tennis lease.
- **Main (Carter Barron Amphitheater) Parking Lot, Picnic Grove 23, and Picnic Grove 24:** The large L shaped parking lot southwest of the tennis stadium is used by park visitors throughout the year for a number of activities. The lot was constructed in the 1950s for use during Carter Barron Amphitheater performances. It is the designated 5K & 10K start/finish area identified in the ROCR “Record of Determination for Footraces, Organized Runs, Bicycle Events, and Related Activities” hosting 20 to 30 such races every year. The parking lot is used by visitors to access the recreation.gov fee use area at Picnic Grove 24 and the reservable

Carter Barron North and South Athletic Fields, as well as the first-come first-served Picnic Grove 23 and the playground and restrooms adjacent to Picnic Grove 24.

The parking lot is also utilized by several commercial use authorization holders including REI, as well as non-profit groups such as the Washington Area Bicyclists Association, who offer bicycle classes to the public. Maintaining access to the parking lot is essential for continued operation of the Carter Barron Amphitheater after it is rehabilitated and reopened to the public for performances and other activities. As in past years, under any future lease for the tennis center, NPS would issue the Mubadala Citi DC Open a Special Event Permit for any temporary tents, staging, parking, or other tournament activities (such as set-up and tear-down) on the paved parking lot.

The parking lot is also one of the region's largest stormwater management areas. NPS worked cooperatively with the District of Columbia to install extensive stormwater management structures throughout the parking lot, which capture stormwater runoff and filters it before it enters underground aquifers. This work was done for the protection of the endangered Hay's Spring amphipod, which is present in hillside springs directly west of the tennis center area, on NPS land.

- **Carter Barron Athletic Field south of Morrow Drive:** NPS would continue to manage and maintain the athletic field south of Morrow Drive, which is heavily used by the community year-round. The lease would allow access from Morrow Drive to the tennis complex along a similar alignment that was developed for the temporary Duradeck road that was installed for the 2025 Mubadala Citi DC Open. As a lessee is selected and the lease finalized, NPS would potentially consider a proposal from the lessee to install a permeable paved roadway and staging area north of the clay courts.

An explanation of the details of the attached map:

The proposed Rock Creek Park Tennis Center lease boundary is approximately 12.5 acres and encompasses those areas essential for the operation of the annual tennis tournament as well as the current concessions operations that surround the tennis stadium. Certain adjacent and nearby areas were not included in the proposed lease boundary. These include:

- **New USPP District 3 Substation Potential Locations:** To accommodate additional United States Park Police (USPP) officers anticipated to be hired under the direction of the Secretary of the Interior, the NPS Denver Service Center is reviewing the Brightwood Recreation Area within US Reservation 339 of Rock Creek Park as a potential location for the construction of a new USPP District 3 Substation. Specific locations proposed for the potential new construction include the athletic fields north and south of Morrow Drive NW, as well as two separate locations along Colorado Avenue NW – one at the corner with 16th Street by the Colorado Avenue entrance to the main parking lot, and the other along the Carter Barron box office access road. Until a final location decision has been made (expected early 2026), these areas should not be included in any proposed tennis lease boundaries.
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United States Department of the Interior

NATIONAL PARK SERVICE
National Capital Region
Rock Creek Park
3545 Williamsburg Lane, N.W.
Washington, D.C. 20008-1207

Justification for Proposed Rock Creek Park Tennis Center Lease Boundaries

An explanation of the details of the attached map:

The proposed Rock Creek Park Tennis Center lease boundary is approximately 12.5 acres and encompasses those areas essential for the operation of the annual tennis tournament as well as the current concessions operations that surround the tennis stadium. Certain adjacent and nearby areas were not included in the proposed lease boundary. These include:

- **New USPP District 3 Substation Potential Locations:** To accommodate additional United States Park Police (USPP) officers anticipated to be hired under the direction of the Secretary of the Interior, the NPS Denver Service Center is reviewing the Brightwood Recreation Area within US Reservation 339 of Rock Creek Park as a potential location for the construction of a new USPP District 3 Substation. Specific locations proposed for the potential new construction include the athletic fields north and south of Morrow Drive NW, as well as two separate locations along Colorado Avenue NW – one at the corner with 16th Street by the Colorado Avenue entrance to the main parking lot, and the other along the Carter Barron box office access road. Until a final location decision has been made (expected early 2026), these areas should not be included in any proposed tennis lease boundaries.
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Attached

From: [Asmussen, Mark N](#)
To: [Bartolomeo, Nick](#); [Joyner, Brian](#); [Scott, Shayna L](#)
Subject: RE: [EXTERNAL] Cameras at entrance to the Rock Creek Carter Barron
Date: Tuesday, March 10, 2026 12:35:54 PM

Good afternoon Nick,

I am reaching out to our PIO to see if they have prepared statements for these cameras, as they are being installed across the region and this won't likely be the only inquiry. I'll let you know as soon as I hear back-

Lieutenant Mark Asmussen
Commander, US Park Police District 3, Rock Creek Station
Mobile: (202) 306-2170
Communications/Dispatch: (202) 610-7500

United States Park Police
1100 Ohio Drive S.W.
Washington, D.C. 20242
www.nps.gov/uspp

Department of the Interior
1849 C St. NW
Washington DC 20240
www.doi.gov

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<https://www.usajobs.gov/job/827968200> **Follow this link to become a United States Park Police Officer!**

From: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Sent: Tuesday, March 10, 2026 11:57 AM
To: Joyner, Brian <Brian_Joyner@nps.gov>; Asmussen, Mark N <Mark_Asmussen@nps.gov>; Scott, Shayna L <Shayna_Scott@nps.gov>
Subject: Fw: [EXTERNAL] Cameras at entrance to the Rock Creek Carter Barron

Hi Brian and Mark, those are FLOCK camera instruments, used for license plate readings by USPP.

Do we want to simply state that those cameras are used for law enforcement activities, and are not related to the tennis center lease? And, are you ok with me responding?

Thanks,

Nick

Nick Bartolomeo
Resources Manager
Rock Creek Park
3545 Williamsburg Lane NW
Washington, DC 20008
202-579-8494

From: Binta M Robinson (b) (6)
Sent: Tuesday, March 10, 2026 11:43 AM
To: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Cc: Joyner, Brian <Brian_Joyner@nps.gov>; Asmussen, Mark N <Mark_Asmussen@nps.gov>
Subject: [EXTERNAL] Cameras at entrance to the Rock Creek Carter Barron

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Hello Nick Bartolomeo, Resources Manager, Rock Creek Park: I saw some Park Employees installing a camera in the Park near my family home today at around 10:26 am. Do you know what the cameras are for? It also seemed as if a camera was there before recently on this pole. Can you please explain what the camera is for? Is it connected in any way to the new lessee who will be leasing the Rock Creek Park Tennis Center? I've attached pictures that I took today. Thank you Binta Robinson

From: [Joyner, Brian](#)
To: [Bartolomeo, Nick](#); [Asmussen, Mark N](#); [Scott, Shayna L](#)
Cc: [Cook, Autumn H](#)
Subject: Re: [EXTERNAL] Cameras at entrance to the Rock Creek Carter Barron
Date: Tuesday, March 10, 2026 12:06:16 PM
Attachments: [Outlook-uvyxy3.png](#)

I think that's fine. Has USPP created any comms for these efforts?

Brian D. Joyner | **Superintendent**
Rock Creek Park | bjoyner@nps.gov
202.895.6002 (o) | 202.594.6589 (m)

"The dominant consideration, never to be subordinated to any other purpose in dealing with Rock Creek Park, is the permanent preservation of its wonderful natural beauty, and the making of that beauty accessible to the people without spoiling the scenery in the process." *Olmsted Report, 1918.*



[Book time to meet with me](#)

From: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Sent: Tuesday, March 10, 2026 11:57 AM
To: Joyner, Brian <Brian_Joyner@nps.gov>; Asmussen, Mark N <Mark_Asmussen@nps.gov>; Scott, Shayna L <Shayna_Scott@nps.gov>
Subject: Fw: [EXTERNAL] Cameras at entrance to the Rock Creek Carter Barron

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Thanks,

Nick

Nick Bartolomeo
Resources Manager
Rock Creek Park
3545 Williamsburg Lane NW
Washington, DC 20008
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From: Binta M Robinson (b) (6)
Sent: Tuesday, March 10, 2026 11:43 AM

To: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>

Cc: Joyner, Brian <Brian_Joyner@nps.gov>; Asmussen, Mark N <Mark_Asmussen@nps.gov>

Subject: [EXTERNAL] Cameras at entrance to the Rock Creek Carter Barron

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Hello Nick Bartolomeo, Resources Manager, Rock Creek Park: I saw some Park Employees installing a camera in the Park near my family home today at around 10:26 am. Do you know what the cameras are for? It also seemed as if a camera was there before recently on this pole. Can you please explain what the camera is for? Is it connected in any way to the new lessee who will be leasing the Rock Creek Park Tennis Center? I've attached pictures that I took today. Thank you Binta Robinson

From: [Mendelson, Lisa](#)
To: [Bartolomeo, Nick](#); [Musitano, Mark A](#); [Joyner, Brian](#); [Bolitho, Zachary J](#); [Stidham, Tammy](#)
Subject: RE: Internal NPS: Re: Important - Investigated reporter
Date: Thursday, August 1, 2024 9:24:43 AM

Thanks Nick, interesting.

First I've heard of a figure in years, but I do recall clearly that years ago the cash benefit to WTEF was \$100k, so the number has not changed over time.

I don't have any updates as to whether DDO Frank Lands is still planning on visiting tomorrow with Mark Ein, but I will let him know of this line of inquiry and assertions.

Thanks,

~Lisa

Lisa Mendelson, AICP
Regional Director (A)
National Park Service
Cell 202-297-1338

From: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Sent: Thursday, August 1, 2024 8:04 AM
To: Musitano, Mark A <Mark_Musitano@nps.gov>; Joyner, Brian <Brian_Joyner@nps.gov>; Mendelson, Lisa <Lisa_Mendelson-Ielmini@nps.gov>; Bolitho, Zachary J <Zachary_Bolitho@nps.gov>; Stidham, Tammy <Tammy_Stidham@nps.gov>
Subject: Internal NPS: Re: Important - Investigated reporter

Hi everyone, as we wait for Kevin's response, here's the inquiry that the reporter made to Comms late yesterday. Please note, according to reporting from the tournament itself, the amount they provided to WTEF was \$100,000 in 2022. I'm not sure what the seven-figure comment refers to. The tournament did not give us this information for 2023, despite our requests.

ROCR Media Inquiry / William H.G. FitzGerald Tennis Center / WUSA9

Incoming date: 07.22.2024 (original); follow-up – 07.31.2024

Reporter: Eric Flack

Deadline: August 1

Question:

I just wrapped up an interview with the Chairperson of the Citi Open and the CEO of the WTEF. They both said there are critical needs for repairs and upgrades at the tennis center and a coalition of groups, including the tournament, WTEF, DC Government and the National Parks Service, MUST figure out a long term solution to upgrades at the tennis center.

If no solution is reached soon, the Chair of the Citi Open says DC will lose the tournament, and the \$30 million in economic impact and worldwide exposure it brings. WTEF says the loss of the tournament will cost them a 7 figure funding source (they are the largest beneficiary of the tournament) and in turn, thousands of underserved children will miss out on services they provide.

I would like to ask NPS for comment on its willingness to work with this coalition to upgrade the tennis center for the long term benefits of the community and the city.

Nick Bartolomeo
Resources Manager
Rock Creek Park
3545 Williamsburg Lane NW
Washington, DC 20008
202-579-8494

From: Musitano, Mark A <Mark_Musitano@nps.gov>

Sent: Thursday, August 1, 2024 7:46 AM

To: kevin Wynne <kevin@mdetennis.com>; Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>; Joyner, Brian <Brian_Joyner@nps.gov>; Mendelson, Lisa <Lisa_Mendelson-Ielmini@nps.gov>; Bolitho, Zachary J <Zachary_Bolitho@nps.gov>

Subject: Important - Investigated reporter

Greetings Kevin,

Would you please share the specifics on the conversation we had last evening related to the investigated reporter? I want to ensure that the Park, Regional and WASO leadership

have the correct information.

Sincerely

Mark

Mark Musitano

Administrative Officer

Statue of Liberty NM and Ellis Island

646-356-2116 office

From: [Bartolomeo, Nick](#)
To: [Joyner, Brian](#)
Subject: Re: proposed lease boundary for the Rock Creek tennis center
Date: Tuesday, October 28, 2025 9:33:37 AM
Attachments: [Outlook-zq5jqug5.png](#)
[Outlook-elzk5vim.png](#)

Thanks Brian, I started to draft a letter to the director and Frank, focusing on resource protection issues and the park's legislative mission. In the meantime, let's discuss this further please when you are free. Thanks.

Nick Bartolomeo
Resources Manager
Acting Deputy Superintendent
Rock Creek Park
3545 Williamsburg Lane NW
Washington, DC 20008
202-579-8494

From: Joyner, Brian <Brian_Joyner@nps.gov>
Sent: Tuesday, October 28, 2025 8:06 AM
To: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Subject: Re: proposed lease boundary for the Rock Creek tennis center

I agree with you. This decision wasn't made by Jessica. I intend to follow up with Jen today, to see what, if any recourse we have. Gordy is following up with Jessica.

Brian Joyner
Rock Creek Park
National Park Service

From: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Sent: Tuesday, October 28, 2025 7:41:09 AM
To: Joyner, Brian <Brian_Joyner@nps.gov>
Subject: Re: proposed lease boundary for the Rock Creek tennis center

Thank you for the explanation. Can Jen please follow up on with Frank and Jessica? Can we request a meeting? It is unclear why, if Mark Ein himself said what he is looking for, that we are being directed to include everything in Brightwood. We are trying to limit impacts to our resources, both cultural and natural. We need to speak up in defense of our mission for Reservation 339. This will automatically also put D-3 at Military Road meadow — a further

impact to our resources.

Nick Bartolomeo
Resources Manager
Acting Deputy Superintendent
Rock Creek Park
3545 Williamsburg Lane NW
Washington, DC 20008
202-579-8494

From: Joyner, Brian <Brian_Joyner@nps.gov>
Sent: Tuesday, October 28, 2025 7:32 AM
To: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Subject: Re: proposed lease boundary for the Rock Creek tennis center

I sent the information we put together directly to Jessica. No explanation was given as to why our recommendations were not overlooked. Gordy was surprised as well, as he was drafting his piece based upon what we talked with Mark Ein about and what we collectively discussed last week.

Brian Joyner
Rock Creek Park
National Park Service

From: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Sent: Tuesday, October 28, 2025 7:02:37 AM
To: Joyner, Brian <Brian_Joyner@nps.gov>
Subject: Re: proposed lease boundary for the Rock Creek tennis center

Brian, are you aware what was attached in the email Jen sent? Was the information relayed about why we were and weren't including certain areas in the boundary?

Nick Bartolomeo
Resources Manager
Acting Deputy Superintendent
Rock Creek Park
3545 Williamsburg Lane NW
Washington, DC 20008

202-579-8494

From: Joyner, Brian <Brian_Joyner@nps.gov>
Sent: Monday, October 27, 2025 2:13 PM
To: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>; Kito, William G <Gordy_Kito@nps.gov>
Cc: Kish, Joseph <Joe_Kish@nps.gov>
Subject: Fw: proposed lease boundary for the Rock Creek tennis center

For your awareness.

Brian Joyner | **Superintendent**

Rock Creek Park | bjoyner@nps.gov

202.895.6002 (o) | 202.594.6589 (m)

"The dominant consideration, never to be subordinated to any other purpose in dealing with Rock Creek Park, is the permanent preservation of its wonderful natural beauty, and the making of that beauty accessible to the people without spoiling the scenery in the process." *Olmsted Report, 1918.*



[Book time to meet with me](#)

From: Nersesian, Jen T <Jen_Nersesian@nps.gov>
Sent: Monday, October 27, 2025 2:02 PM
To: Joyner, Brian <Brian_Joyner@nps.gov>; Stidham, Tammy <Tammy_Stidham@nps.gov>; Mendelson, Lisa <Lisa_Mendelson-Ielmini@nps.gov>
Subject: Fw: proposed lease boundary for the Rock Creek tennis center

FYI...

Jennifer T. Nersesian
Regional Director, National Capital Region
National Park Service



From: Suess, Adam G <adam_suess@ios.doi.gov>
Sent: Monday, October 27, 2025 1:07 PM
To: Bowron, Jessica <Jessica_Bowron@nps.gov>; Lilly, Kevin J <kevin_lilly@ios.doi.gov>; Rhoads, Adam R <adam_rhoads@ios.doi.gov>; Hoggatt, Noah <noah.hoggatt@sol.doi.gov>
Cc: Clark, Ed W <Ed_W_Clark@nps.gov>; Wellman, Lois A <lois_wellman@fws.gov>; Lands, Frank W <frank_lands@nps.gov>; Nersesian, Jen T <Jen_Nersesian@nps.gov>
Subject: Re: proposed lease boundary for the Rock Creek tennis center

Thank you, Jess—

I really appreciate all the help.

In this effort, I'd like to include the north athletic fields, the south athletic fields, picnic grove 23, picnic grove 24, the internal roadways, and the parking lots.

Please let me know what you need from me on this.

Thank you so much.

Adam

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From: Bowron, Jessica <Jessica_Bowron@nps.gov>
Sent: Friday, October 24, 2025 4:30:20 PM
To: Lilly, Kevin J <kevin_lilly@ios.doi.gov>; Suess, Adam G <adam_suess@ios.doi.gov>; Rhoads, Adam R <adam_rhoads@ios.doi.gov>; Hoggatt, Noah <noah.hoggatt@sol.doi.gov>
Cc: Clark, Ed W <Ed_W_Clark@nps.gov>; Wellman, Lois A <lois_wellman@fws.gov>; Lands, Frank W <frank_lands@nps.gov>; Nersesian, Jen T <Jen_Nersesian@nps.gov>
Subject: proposed lease boundary for the Rock Creek tennis center

Please see attached. Let us know if you have any questions. We will need confirmation that the boundary is approved prior to undertaking some of the next steps (though others

will remain in motion).

Thanks,

Jessica Bowron

NPS Comptroller, exercising the delegated authority of the Director

From: [Kito, William G](#)
To: [Joyner, Brian](#); [Stidham, Tammy](#); [Nersesian, Jen T](#)
Cc: [Bartolomeo, Nick](#)
Subject: Re: Proposed Tennis Center Lease Boundary
Date: Friday, October 24, 2025 1:10:58 PM
Attachments: [Outlook-zkd4cv1b.png](#)

Looks good to me! Thanks!!

Gordy Kito
Leasing Program Manager
National Park Service
1849 "C" Street, N.W.
Washington, DC 20005

Office 202.354.2096

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Thank You.

From: Joyner, Brian <Brian_Joyner@nps.gov>
Sent: Friday, October 24, 2025 12:12 PM
To: Stidham, Tammy <Tammy_Stidham@nps.gov>; Nersesian, Jen T <Jen_Nersesian@nps.gov>; Kito, William G <Gordy_Kito@nps.gov>
Cc: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Subject: Proposed Tennis Center Lease Boundary

For your review.

Brian Joyner | **Superintendent**

Rock Creek Park | bjoyner@nps.gov

202.895.6002 (o) | **202.594.6589 (m)**

"The dominant consideration, never to be subordinated to any other purpose in dealing with Rock Creek Park, is the permanent preservation of its wonderful natural beauty, and the making of that beauty accessible to the people

without spoiling the scenery in the process." *Olmsted Report, 1918.*



Book time to meet with me

From: [Stidham, Tammy](#)
To: [Joyner, Brian](#); [Nersesian, Jen T](#); [Kito, William G](#)
Cc: [Bartolomeo, Nick](#)
Subject: Re: Proposed Tennis Center Lease Boundary
Date: Friday, October 24, 2025 1:31:04 PM
Attachments: [Outlook-zkd4cv1b.png](#)

I think this is good

Tammy Stidham
Associate Regional Director - Lands and Planning
National Park Service
1100 Ohio Drive SW
Washington, DC 20242
voice - (202)619-7474
mobile - (202)438-0028
tammy_stidham@nps.gov

From: Joyner, Brian <Brian_Joyner@nps.gov>
Sent: Friday, October 24, 2025 12:12 PM
To: Stidham, Tammy <Tammy_Stidham@nps.gov>; Nersesian, Jen T <Jen_Nersesian@nps.gov>; Kito, William G <Gordy_Kito@nps.gov>
Cc: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Subject: Proposed Tennis Center Lease Boundary

For your review.

Brian Joyner | **Superintendent**

Rock Creek Park | bjoyner@nps.gov

202.895.6002 (o) | 202.594.6589 (m)

"The dominant consideration, never to be subordinated to any other purpose in dealing with Rock Creek Park, is the permanent preservation of its wonderful natural beauty, and the making of that beauty accessible to the people without spoiling the scenery in the process." *Olmsted Report, 1918.*

 [Book time to meet with me](#)

From: [Kish, Joseph](#)
To: [Bartolomeo, Nick](#)
Subject: Re: Revisions: Re: Map for TOJ
Date: Friday, October 24, 2025 8:58:04 AM
Attachments: [2025 Area of Lease for Tennis Center Updated.pdf](#)
Importance: High

Nick,

I completed all of the changes. I had to move the Legend so I could show CBA with the arrow. Morrow Drive is following the road as it is curved. Let me know if that is ok.

Thanks,

Joe

Joe Kish
Natural Resource Program Manager
Rock Creek Park (ROCR)
3545 Williamsburg Ln. NW
Washington DC 20008
Office Hours: 5:30 AM to 2:00 PM

From: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Sent: Friday, October 24, 2025 7:52 AM
To: Kish, Joseph <Joe_Kish@nps.gov>; Euken, Jamie <Jamie_Euken@nps.gov>
Subject: Revisions: Re: Map for TOJ

Hi Joe — Thank you for putting this together. Here are some label revisions please:

- Change title to "Proposed Boundary for Rock Creek Park Tennis Center Lease" Done
- Change "North Ball Fields" to "North Athletic Field" Done
- Change "South Ball Fields" to "South Athletic Field" and fix the horizontal alignment Done
- Remove "The Leased Area is Approximately 12.5 acres". Increase the size of the legend, and add the acreage there (in the legend) to read, "Proposed lease boundary (approximately 12.5 acres): Done

- Ensure that there is a green boundary line next to the red boundary line along 16th Street.: Done
- Change "Verizon Shed" to "Verizon cell tower facility (ROW Permit)" Done
- Change the parking labels to read, "Carter Barron Amphitheater Parking Lot" Done
- Add "NW" to the 16th Street, Colorado Avenue and Morrow Drive labels Done
- Add a label at the bottom left that says "Carter Barron Amphitheater". If you have to use an arrow due to the expanded size of the Legend, not a problem — I think it's important to show where it is. Done
- Lower-case "Boundary" in the Legend where it says "Rock Creek Park Boundary" Done

Nick Bartolomeo
Resources Manager
Acting Deputy Superintendent
Rock Creek Park
3545 Williamsburg Lane NW
Washington, DC 20008
202-579-8494

From: Kish, Joseph <Joe_Kish@nps.gov>
Sent: Friday, October 24, 2025 7:02 AM
To: Euken, Jamie <Jamie_Euken@nps.gov>; Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Subject: Re: Map for TOJ

Morning,

I've fixed the map, please see attached.

Thanks,

Joe

Joe Kish
Natural Resource Program Manager

Rock Creek Park (ROCR)
3545 Williamsburg Ln. NW
Washington DC 20008
Office Hours: 5:30 AM to 2:00 PM

From: Euken, Jamie <Jamie_Euken@nps.gov>
Sent: Thursday, October 23, 2025 12:13 PM
To: Kish, Joseph <Joe_Kish@nps.gov>; Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Subject: Re: Map for TOJ

It's not a Transfer of Jurisdiction, it's a Lease

Jamie Euken
Environmental Protection Specialist
Rock Creek Park
3545 Williamsburg Lane, NW
Washington, DC 20008
(202) 369-4537
www.nps.gov/rocr

Due to the current lapse in federal government appropriations, I am currently working a limited number of hours on excepted status which only allows work to ensure public safety and protection of property. My access to email and ability to respond will be limited during this time. I will return to normal operations and have full ability to respond to messages as soon as possible once funding has been restored.

If you have an immediate concern regarding public safety or protection of property, please call my cell phone at 202-369-4537.

Thank you

From: Kish, Joseph <Joe_Kish@nps.gov>
Sent: Thursday, October 23, 2025 11:57 AM
To: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Cc: Euken, Jamie <Jamie_Euken@nps.gov>
Subject: Map for TOJ

Please see attachments, I've also included the shape file. - Joe

Joe Kish
Natural Resource Program Manager

Rock Creek Park (ROCR)
3545 Williamsburg Ln. NW
Washington DC 20008
Office Hours: 5:30 AM to 2:00 PM

From: [Stachowicz, Michael W](#)
To: [Bartolomeo, Nick](#); [Washington, Wanda](#)
Cc: [Joyner, Brian](#); [Scott, Shayna L](#)
Subject: Re: ROCR tennis center further questions re environmental assessments/studies/reports
Date: Friday, March 13, 2026 1:51:36 PM
Attachments: [image001.png](#)
[image002.png](#)

Thank you Nick, this is great. I will let you know if there are any other questions.

Have a good weekend.

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From: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Sent: Friday, March 13, 2026 1:05:55 PM
To: Stachowicz, Michael W <Michael_Stachowicz@nps.gov>; Washington, Wanda <Wanda_Washington@nps.gov>
Cc: Joyner, Brian <Brian_Joyner@nps.gov>; Scott, Shayna L <Shayna_Scott@nps.gov>
Subject: Re: ROCR tennis center further questions re environmental assessments/studies/reports

Hi Michael, apologies for the delay. Here's a brief answer for Question 1, in bold. (I can't answer Question 2.) We can certainly do more research about the area. Let us know what is needed, please.

1. Current site conditions: I understand neither NPS nor the Lessee has done a Phase I ESA, but is there any other information about past use of the property that may be identified as recognized environmental conditions, such as pre-existing USTs, waste disposal areas, lead paint that's chipped off buildings, etc.? It's possible that none of these are applicable here, or you don't have any information. I'd like to know either way.
Answer: It's difficult to know without further research. We do know that on the land just to the north of the stadium, there was a racing (horse) track and related facilities. The tennis center occupies the area where the former Brightwood Reservoir (a concrete basin) existed. The reservoir was blown up in the 1930s and the area converted to a recreation center with tennis courts. The facilities of that rec center would have occupied where the tennis complex is today, including the courts. It is difficult to know what remnant of those facilities exist under the modern tennis center courts and stadium. There is also the Picnic Grove 24 restroom, finished in the 1960s, that almost certainly would have lead paint. The same is likely true of the light poles in the parking area, which date back to the 1950s.
2. Future use of the site: What potential hazardous materials will the Lessee be using as part of its Initial Improvements or Alterations? Did they include any information in their proposal?

Nick Bartolomeo
Resources Manager
Rock Creek Park
3545 Williamsburg Lane NW
Washington, DC 20008
202-579-8494

From: Stachowicz, Michael W <Michael_Stachowicz@nps.gov>
Sent: Thursday, March 12, 2026 11:10 AM
To: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>; Washington, Wanda <Wanda_Washington@nps.gov>
Cc: Joyner, Brian <Brian_Joyner@nps.gov>; Scott, Shayna L <Shayna_Scott@nps.gov>
Subject: RE: ROCR tennis center further questions re environmental assessments/studies/reports

That would be fine. I just want to get back to them by the end of the day.

Thank you!

From: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>
Sent: Thursday, March 12, 2026 11:09 AM
To: Stachowicz, Michael W <Michael_Stachowicz@nps.gov>; Washington, Wanda <Wanda_Washington@nps.gov>
Cc: Joyner, Brian <Brian_Joyner@nps.gov>; Scott, Shayna L <Shayna_Scott@nps.gov>
Subject: Re: ROCR tennis center further questions re environmental assessments/studies/reports

Hi Michael, I'm heading out into the field, can I get back with you later? Just FYI, the site was a reservoir, partly a race track, partly a golf course, and a tennis facility/rec area before it became the tennis center.

Nick Bartolomeo
Resources Manager
Rock Creek Park
3545 Williamsburg Lane NW
Washington, DC 20008
202-579-8494

From: Stachowicz, Michael W <Michael_Stachowicz@nps.gov>

Sent: Thursday, March 12, 2026 11:01 AM

To: Bartolomeo, Nick <Nick_Bartolomeo@nps.gov>; Washington, Wanda <Wanda_Washington@nps.gov>

Cc: Joyner, Brian <Brian_Joyner@nps.gov>; Scott, Shayna L <Shayna_Scott@nps.gov>

Subject: FW: ROCR tennis center further questions re environmental assessments/studies/reports

Nick and Wanda-

We are being asked these questions from the SOL office. Can you take a look at these and let me know as soon as you can?

Thank you,
Michael

From: Levin, Sari M <sari.levin@sol.doi.gov>

Sent: Thursday, March 12, 2026 10:57 AM

To: Rudolphi, Amber C <amber.rudolphi@sol.doi.gov>; Kito, William G <Gordy_Kito@nps.gov>; Stachowicz, Michael W <Michael_Stachowicz@nps.gov>

Cc: Chance, Ryan(RJ) <ryan.chance@sol.doi.gov>

Subject: RE: ROCR tennis center further questions re environmental assessments/studies/reports

Thanks Amber and nice to “meet” you Michael and Gordy.

I am wondering if you have any information that will help us better define the Hazardous Materials concerns in the lease. In particular do you have any information on the following:

1. Current site conditions: I understand neither NPS nor the Lessee has done a Phase I ESA, but is there any other information about past use of the property that may be identified as recognized environmental conditions, such as pre-existing USTs, waste disposal areas, lead paint that’s chipped off buildings, etc.? It’s possible that none of these are applicable here, or you don’t have any information. I’d like to know either way.
2. Future use of the site: What potential hazardous materials will the Lessee be using as part of its Initial Improvements or Alterations? Did they include any information in their proposal?

I appreciate your help!

Sari

Sari Mandel Levin
Assistant Solicitor
U.S. Department of the Interior
Office of the Solicitor



Division of Land Resources
Environmental Compliance and Response Branch

Email: sari.levin@sol.doi.gov
Office Phone: 202-208-3513
Mobile : 202-993-3257

1849 C St. NW, Washington DC 20240
Mail Stop 6418
www.doi.gov

[How to pronounce my name](#)

From: Rudolphi, Amber C <amber.rudolphi@sol.doi.gov>
Sent: Wednesday, March 11, 2026 4:03 PM
To: Kito, William G <Gordy_Kito@nps.gov>; Stachowicz, Michael W <Michael_Stachowicz@nps.gov>
Cc: Levin, Sari M <sari.levin@sol.doi.gov>; Chance, Ryan(RJ) <ryan.chance@sol.doi.gov>
Subject: ROCR tennis center further questions re environmental assessments/studies/reports

Hi Gordy and Michael,

Sari Levin, copied on this email, is the Assistant Solicitor for the SOL Division of Land Resources, Environmental Compliance and Response Branch. We've been coordinating with her on some environmental compliance/hazardous materials questions related to the ROCR tennis center lease. I'm teeing up her introduction here to you both, since she has some questions for you about existing environmental assessments/studies/reports for the property. Sari, Gordy is the WASO leasing program manager, and Michael is the NCR commercial services chief (in addition to a few other roles).

Thanks for all your help with this.

Amber Rudolphi
U.S. Department of the Interior, Office of the Solicitor
Division of Parks and Wildlife, Branch of National Parks
1849 C Street NW, Room 6319
Washington, DC 20240
(202) 208-3588

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ROCK CREEK TENNIS CENTER

ATP / WTA TOURS CAPITAL IMPROVEMENT REQUIREMENTS

Capital Improvement Project	Estimated Cost
Resurface All Match Courts	\$2,545,405
Relamp All Court Lights	\$1,350,000
Re-Paint & Sandblast Entire Rusted Stadium	\$2,000,000
Enhance & Equalize Men's and Women's Locker Rooms & Create Recovery Room	\$650,000
Renovate Tour Offices	\$100,000
Renovate Site Bathrooms	\$260,000
Replace Indoor Bubble	\$700,000
Immediate Items Total	\$7,605,405
Revamp On Site Kitchen Facilities	\$175,000
Replace Stadium Court Awnings	\$117,300
Rewire Stadium Electrical Infrastructure	\$100,000
Other High Priority Items Total	\$392,300
Suite / Classroom Renovations	\$480,000
Replace Site HVAC System	\$350,000
Total	\$8,827,705

Expedited Leasing Timeline for the ROCR Tennis Stadium

Everything below is predicated on the current concession operator (GSD) agreeing to removing the facility from the existing concession contract.

Determine the extent of the Leased Premises – (1 day) – Park will need to draft a map that identifies the area that is to be leased.

Fair Market Value Rent (FMVR) Determination – (2 weeks – one year depending on how rent is determined (market rent study or appraisal)) – By policy (RM#38) FMVR is determined by AVSO. There is a waiver of this policy for uncomplicated commercial or residential leases. Under the uncomplicated waiver process rent could be determined using a market rent study. However, the rent will need to be reevaluated once the improvements are completed to ensure that the NPS is receiving FMVR, which is a statutory requirement. While there may be a risk to the lessee that rent will be increased, it is possible that the improvements will offset rent for the entire term of the lease. If AVSO is asked to do an appraisal of the leasehold interest, the time to complete the appraisal will be much longer, possibly 6-12 months. Once the FMVR is determined, the NPS, by statute, must receive at least the FMVR.

Note: 36 CFR 18.8(h) does provide that “RFPs may state that the amount of rent to be paid will be negotiated subsequently with the offeror that submitted the best proposal, initially or as amended. The Director may execute a lease only if the Director determines that it requires the lessee to pay at least the fair market value rent of the leased property. The authority of the Director in 36 CFR Part 18 has been delegated to the appropriate regional director by NPS Director’s Order 38.

Conversion from a concession contract to Lease (2 days to draft. Legal review may add additional time.) – Develop justification for converting from a concession contract to a lease based on the services offered under the lease no longer being both “necessary and appropriate” but being appropriate. Determinations made and signed by the regional director.

Leasing Determinations (36 CFR 18.4) (2 days to draft. Legal review may take longer) – Draft a leasing determinations memo for signature by the RD.

Request for Proposals RFP (one week to develop) – Must allow at least sixty (60) days for submission of proposals unless a shorter period of time is determined (by the appropriate regional director) to be sufficient in the circumstances of a particular solicitation. (36 CFR 18.8(c)). Traditionally, we allow potential offerors to attend a site visit of the property and allow for offerors to submit questions regarding the RFP. These are not required by statute or regulation and there is minimum time in the regulations for the offer to be open.

Evaluation of Proposals (2-3 weeks depending on the number and size of the proposals) – Evaluation Panel members need to be federal employees and panel chair will need to draft the decision document for execution by the appropriate regional director. Determination documents are reviewed by SOL and SOL advises the panel during deliberations.

Commented [NJ1]: One complexity here is that the compliance may change FMVR. Under the current EIS, there can only be 1-2 tournaments per year. If that changes, the revenue opportunity changes drastically, which could and should be factored into FMVR. This needs some thought on how to sequence this in a way that gets a signed lease and continuity of operations, while still allowing for adjusting rent not only as construction is completed but also as the compliance is updated.

Commented [WK2R1]: Would you agree that almost no matter what FMVR is, that the investment in the facilities would potentially offset the rent? We can determine rent outside of AVSO since that is a policy and not statutory but there is risk to whoever makes that call and it is always cleaner with an appraisal. Although, as we both know, appraisals can overvalue our property especially in NY and DC due to the limited developable land.

Commented [NJ3R1]: Yes, it will all be offset if we are doing a 60-year lease.

DRAFT – Pre-decisional attorney client privileged work product (10/21/2025 wgk)

“New” Construction Approval (2 days to draft the approval, legal review may add additional time. To be determined upon selection of the best offer and subject to the negotiated lease terms.) – 36 CFR 18.12(i) provides the following:

(i) Appropriate provisions stating that the lessee may not construct new buildings or structures on leased property, provided that, a lease may contain appropriate provisions that authorize the lessee to construct, subject to the prior written approval of the Director, minor additions, buildings and/or structures determined by the Director to be necessary for support of the authorized activities of the lessee and otherwise to be consistent with the protection and purposes of the park area. Approval by the Director of new construction may only be granted if the Director makes the determinations required by § 18.4;

Negotiate Letter of Intent (3 days to draft) – Assuming the parties can agree to the terms quickly. Legal review is likely to add additional time on both sides of the negotiation.

Complete compliance based on the selected proposal (unknown) – Timeline is dependent on the selected proposal. If improvements go beyond what the 1997 Environmental Impact Statement covered, new compliance would be required before the lease could be executed. The NEPA pathway could not be determined without knowing the scope of the improvements that are being contemplated/considered.

Negotiate the final lease terms – (2-3 weeks or more depending on the extent of changes that may need to be incorporated as a result of compliance. Will need SOL approval for legal sufficiency which generally adds an additional week.) – Upon completion of compliance, the final lease terms are negotiated with the lessee. The final lease terms will reflect the aspects of the offeror’s proposal as may have been amended to incorporate any changes that are made during the compliance process.

Interim Operational Solutions – If we are unable to get a new lessee in place in time for the 2026 tournament, we could 1) the existing concessioner could continue to operate t-he facility for an additional year 2) we could issue an interim non-competitive lease to the WTEF or 3) we could potentially issue successive short-term (60-day) leases non-competitively until we are able to complete negotiations with the offeror that submitted the best proposal.

Commented [NJ4]: If a higher level of compliance is required —especially if it includes a public process— this will be difficult to complete before the ramp-up to the 2026 tennis tournament. We would need to include an interim solution, either another 1-year extension of the status quo, or a 1-year interim lease...

Commented [WK5R4]: We can lease non-competitively for 60-days at a time while we are in the process of negotiating the lease. Not the best solution but one that would allow us to bridge the gap.

Commented [NJ6R4]: I would include options for continuity of operations in this document.

Commented [WK7R4]: They would have to be successive until such time as we get the lease executed.

We do run the risk that if it all falls apart we have no one in place and the stadium becomes unusable from benign neglect.

Commented [WK8R4]: Added at the end.

Commented [ST9]: @Kto, William G for the Golf Courses, we did the lease for the existing facilities with the proposed improvement lined up for a public planning process. Right? Couldn't a new offeror do the same here (operate as normal) until new planning and compliance is completed? They could make minimal investments (I think \$9M is expected to get the facility in better shape). Thoughts?

Commented [WK10R9]: We can do that but I think that there is greater risk that the federal action of accepting the proposed renovations could have greater legal risk and a greater risk to the offeror that the lease would not have the same financial outlook if the improvements as proposed were not accepted or are altered in compliance. I am ok with your edits. I guess we can see what they offer and work from there.

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