Sec. Appendix A.

State Armory Daily Rental Rates (Section 27-39-6)

| <u>Armory</u> | <u>Military Rate</u> | <u>Civilian</u> |
|---------------|----------------------|-----------------|
| | | <u>Rate</u> |
| Ansonia | \$50.00 | \$150.00 |
| Branford | \$50.00 | \$150.00 |
| Bristol | \$50.00 | \$200.00 |
| Danbury | \$50.00 | \$150.00 |
| Danielson | \$50.00 | \$150.00 |
| Enfield | \$50.00 | \$150.00 |
| Hartford | \$250.00 | \$750.00 |
| Manchester | \$50.00 | \$200.00 |
| Meriden | \$50.00 | \$200.00 |
| Middletown | \$50.00 | \$150.00 |
| Naugatuck | \$50.00 | \$150.00 |
| New Britain | \$50.00 | \$200.00 |
| New Haven | \$150.00 | \$500.00 |
| New London | \$80.00 | \$300.00 |
| Norwalk | \$80.00 | \$300.00 |
| Norwich | \$80.00 | \$300.00 |
| Putnam | \$50.00 | \$150.00 |
| Rockville | \$50.00 | \$150.00 |
| Southington | \$50.00 | \$200.00 |
| Stratford | \$80.00 | \$300.00 |
| Torrington | \$50.00 | \$200.00 |
| Waterbury | \$80.00 | \$300.00 |
| Westbrook | \$50.00 | \$150.00 |
| | 1 11 1 0 40 00 | |

The fee for renting additional rooms within an Armory shall be \$40.00 per room.

Pay Rates for Services of Military Department Personnel

(Section 27-39-6)

1. OIC or his representative:

A flat rate for control and administrative services of \$100 per normal workday and \$150 per day for a Saturday, Sunday or Holiday. An additional fee of a minimum of \$50 for every four (4) hours, or parts thereof, exceeding eight (8) hours.

2. Military Department Personnel:

For operational purposes, National Guard personnel will be paid at a maximum of time

and one-half the rate of their normal hourly pay. State Military Department Maintainers will be paid at a rate not to exceed time and one-half of their normal hourly rate. Direct payment will be used between the lessee and all National Guard personnel.

Maintainers have two options for reimbursement:

a. Direct payment between the lessee and the Maintainer.

b. Payroll deductions: The Military Department Comptroller bills the lessee for the Maintainer's services.

3. Maintenance Supervisor:

Only authorized when three (3) or more individuals are to be supervised. Fee not to exceed \$100 per normal work day and \$150 for Saturday, Sunday or Holidays. An additional fee of \$75 for every four (4) hours, or parts thereof, exceeding eight (8) hours.

4. Security Supervisor:

Only authorized when three (3) or more individuals are to be supervised. Fee not to exceed \$70 per normal work day and \$100 for Saturday, Sunday or Holidays. An additional fee of \$50.00 for every four (4) hours, or parts thereof, exceeding eight (8) hours.

5. Traffic and Parking:

Not to exceed \$50 per normal work day and \$75 per day for Saturday, Sunday or Holidays. An additional fee of \$37.50 for every four (4) hours, or parts thereof, exceeding eight (8) hours.

Hourly Rental Rates

(Section 27-39-7)

1. Hartford, New Haven:

Rate is \$100 per hour;

2. New London, Norwalk, Norwich, Stratford:

Rate is \$50.00 per hour;

3. All other Armories are presently \$35.00 per hour.

4. For Town-sponsored recreation programs, the hourly fee for all facilities is \$15.00 per hour.

(exhibits follow)

Exhibit 1

STATE OF CONNECTICUT MILITARY DEPARTMENT

APPLICATION AND LEASE FOR USE OF ARMORY

Application Must Be Filed At Least 30 Days Prior To Effective Lease Date

AT_

TERMS AND CONDITIONS

The applicant shall be required to provide a correct statement of the purpose for which premises are to be used. The rules and regulations governing armories are made a part of this lease. These rules are posted in the Armory. Rent must be paid in advance, by check or money order, and forwarded with application to the Property Administration Officer. The right is reserved by the lessor to cancel this lease if military conditions shall require it, or if any of the terms are not observed. Applications for lease of armories should be made to the Officer in Charge, and forwarded by him to the Property Administration Officer with his recommendation.

APPLICATION FOR LEASE

Subject: Lease of Armory

To: The Property Administration Officer

Application to lease the State Armory at ____ has been made to me, the officer in charge, by ____ Name and Address of Individual Name of Organization for ____ Describe Purpose and Date Wanted a Maintainer To Be Paid by Cash Rental Fee: days @ Military Rate \$ ____ or Payroll Deduction 0 Certified or Cashier's Check Payable to _ days @ Civilian Rate \$ _____ Q "Treasurer, State of Connecticut" Attached. Additional Charges: List

Insurance Certificate Attached Naming "Military Department, State of Connecticut and its Employees, Servants and Agents" as Additional Insured.

I recommend that this application be approved \Box — disapproved \Box This use will not interfere with the use of the armory for military duty.

____ 19_____

Total Rental Fees \$ ____

Officer in Charge or Designee

SPONSORSHIP CERTIFICATION

(Note: To be filed only in case of sponsored activity)

It is hereby certified that permission for sponsorship by _____

Name of Sponsoring Association

has been granted by Property Administration Officer_____ Date

MDCT Form 4-2 (Revised 7/91)

LEASE

WITNESSETH: That the State of Connecticut had leased and does hereby lease to the Lessee so much of the State Armory and the grounds and appurtenances thereto, located in the Town of _______a's may be necessary for the purposes of _________saving and reserving from the operation of this lease so much of the premises as are necessarily occupied by the officers and men of the military organizations occupying said armory for military purposes, excepting drills, review and other military maneuvers, and company parlors, storerooms and other rooms used by said officers and men for the purpose of storage and for social meetings.

TO HAVE AND TO HOLD, the above leased premises for the period of ______days at a total of \$______for the rent of the State Armory at ______.

IN CONSIDERATION FOR THE LEASE of the State Armory as described more fully above, the Lessee agrees to file with the Property Administration Officer, at the time said lease is signed, a properly executed Certificate of Insurance protecting the State against personal accident and property damage claims, by any and all persons using said premises while said premises are under the care, custody, or control of the Lessee,

THE LESSOR COVENANTS WITH THE LESSEE that it has good right to lease said premises in the manner as aforesaid, and that it will permit said Lessee to occupy, possess, and enjoy said premises during the said time without hindrance or molestation from it or any person claiming by, from, or under it.

AND THE LESSEE COVENANTS WITH THE LESSOR to hire said premises; to pay the rent therefore, as aforesaid; that he will not injure or misuse the property or damage the same, and that if such damage does occur by reason of occupancy of said premises, that he will repair the same; that he will not underlet said leased premises nor make any alterations therein, nor use the same for any purpose but that hereinbefore stated, without written permission from the Lessor; that he will not sell nor allow to be sold on said premises any intoxicating liquor; that he will deliver up the same at the expiration of said tenancy in as good condition as it now is, except for ordinary wear, fire or other unavoidable casualty.

IT IS FURTHER EXPRESSLY AGREED AND STIPULATED between the parties hereto that the Lessor, by its servants, agents, and invitees shall have free and undisturbed ingress and egress to said building during the time of this lease, and that the officers and privates of the military organizations customarily occupying said building shall be allowed full and undisturbed possession and ingress and egress to their quarters in said building during this lease, and that the person or persons authorized to have charge of said building shall be allowed to exercise the same control over all portions of the building not herein leased as they would had this lease not been given.

IT IS FURTHER STIPULATED AND AGREED that the authority of the Lessee is absolute over the portion of said armory herein leased and that any injury or damage which may result to any person or the property of any person while said leased portion of said armory, or the approaches thereto, upon invitation or by permission of the Lessee, shall be chargeable solely to the Lessee, and that the Lessee will protect the State of Connecticut, assuming all liability and responsibility for any claim or suit for damages arising from any such injury or loss, and further indemnify and repay said State of Connecticut for all sums which may be adjudged against it, upon any claim arising from such injury or loss.

IT IS FURTHER AGREED BETWEEN THE PARTIES that whenever this lease shall terminate, either by lapse of time or by violation of any of the restrictions herein contained, said Lessee waives all right to any notice to quit possession, as prescribed by statutes relating to summary process.

MDCT Form 4-2

-2-

AND IT IS FURTHER AGREED that in the event of any holding over beyond the period above specified as to the termination of this lease that the Lessee shall hold such premises upon the same terms, stipulations and agreements as are contained in this instrument; and the Lessee hereby agrees to conform to all the laws of the State of Connecticut, and all the by-laws, rules and regulations of the city or town in which the leased premises are situated relating to health, nuisance, fire, highways and sidewalks, so far as the premises hereby are or may be concerned, and to save the Lessor harmless from all fines, penalties and costs for the violation or noncompliance of the same.

THE LESSEE AGREES AND WARRANTS in accordance with § <u>4a-60</u> of the General Statutes of the State of Connecticut (1) that in the performance of the lease, such Lessee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Lessee that such disability prevents performance of the work involved, in any manner prohibited by thelaws of the United States or of the State of Connecticut. The Lessee further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and the employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Lessee that such disability prevents performance of the work involved; (2) the Lessee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (CHRO); (3) the Lessee agrees to provide each labor union or representative of workers with which such Lessee has a collective bargaining agreement or other contract or understanding and each vencor with which such Lessee has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Lessee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Lessee agrees to comply with each provision of this section and section 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to sections 46a-56, 46a-68e, and 46a-68f; (5) the Lessee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Lessee as relate to the provisions of this section and sections 46a-56.

Attendance will not exceed maximum capacity approved by the State Fire Marshal.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at ______day of 19

Signed, Sealed and Delivered in in the presence of: STATE OF CONNECTICUT MILITARY DEPARTMENT

Lessee

By: _____ Property Administration Officer

Officer in Charge or Designee

Witness for Property Administration Officer

ADDENDUM TO LEASE

THE LESSEE AGREES AND WARRANTS (1) that in performance of the Lease, such Lessee vill not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Lessee agrees to provide each labor union or representative of workers with which such Lessee has a collective bargaining agreement or other contract or understanding and each vendor with which such Lessee has a lease or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Lessee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Lessee agrees to comply with each provision of this section and section 46a-68f and 46a-68f of the General Statutes and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-686 and 46a-68f of the General Statutes; (4) the Lessee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Lessee as relate to the provisions of this section and section 46a-56 of the General Statutes.

| Dated at this _ | day of19 |
|--------------------------------------------------|------------------------------------------------|
| Signed, Sealed and Delivered in the presence of: | STATE OF CONNECTICUT MILITARY DEPARTMENT |
| Lessee | Property Administration Officer |
| Officer in Charge or Designee | Witness for Property Administration Officer |

Exhibit 2

State of Connecticut Military Department

POST RENTAL FORM (MDCT-4-2a)

SCHEDULED DATE(S): ____

RENTAL FOR:

ARMORY RENTAL FEE:

(If applicable)

| Military Rate (Setup, takedown) | \$ | per day for | days \$ |
|---------------------------------------------------|----|-------------|---------|
| Civilian Rate | \$ | per day for | days \$ |
| (Show Dates) | | | |
| Additional Room Fee | \$ | per day for | days \$ |
| Number of Rooms Rented | _ | | |
| (If applicable) | _ | | |
| Utility Fee | \$ | per day for | days \$ |
| (If applicable) | | | |
| TOTAL FEES DUE: "TREASURER, STATE OF CONNECTICUT" | | | |

Officer In Charge Fee \$_____ per day for _____ days \$____ Maintainer Fee \$_____ per day for _____ days \$____ Security Fee \$_____ per day for _____ days \$_____

TOTAL FEES BY DIRECT PAYMENT

\$_____

| Officer in Charge | Signature of Lessee |
|-------------------|---------------------|
| ARMORY | Address: |
| | Phone: |

Exhibit 3

Armory Maximum Capacity

9.1.7.1 A An assembly area of concentrated use without fixed seats, such as an auditorium, place of worship, dance floor, discotheque, or lodge hall—one person per 7 net square feet.

9.1.7.1 B An assembly area of less concentrated use, such as a conference room, dining room drinking establishment, exhibit room, gymnasium or lounge - one person per 15 net square feet.

| ARMORY | SPACE SQ.FT. | 7 SQ. FT. CAPACY | 15 SQ. FT. CAPACITY |
|----------|--------------|------------------|------------------------|
| Ansonia | 8,750 | 1,250 | 583 |
| Branford | 7,500 | 1,071 | 500 |

| | -8 | 8 | |
|-------------|--------|-------|-------|
| | | | |
| Bristol | 10,224 | 1,460 | 681 |
| Danbury | 10,275 | 1,467 | 685 |
| Danielson | 7,085 | 1,012 | 472 |
| Enfield | 7,000 | 1,000 | 466 |
| Hartford | 48,509 | 6,929 | 3,233 |
| Manchester | 8,856 | 1,265 | 590 |
| Meriden | 14,345 | 2,049 | 956 |
| Middletown | 9,512 | 1,358 | 634 |
| Naugatuck | 5,490 | 784 | 366 |
| New Britain | 6,390 | 912 | 426 |
| New Haven | 32,700 | 4,672 | 2,180 |
| New London | 8,946 | 1,278 | 596 |
| Norwalk | 6,960 | 994 | 464 |
| Norwich | 7,400 | 1,057 | 493 |
| Putnam | 5,551 | 793 | 370 |
| Southington | 5,400 | 771 | 360 |
| Stratford | 8,946 | 1,278 | 596 |
| Torrington | 12,000 | 1,714 | 800 |
| Rockville | 5,490 | 784 | 366 |
| Waterbury | 16,072 | 2,296 | 1,071 |
| Westbrook | 5,490 | 784 | 366 |
| | | | |

Exhibit 4

Military Department

Property Administration Office

State Armory

Hartford, CT 06105

Monthly Use Report

| For the Month | of Insta | llation | |
|---------------|-----------------------------|--------------|-------------|
| Date(s) | Activity and Lessee or User | <u>Hours</u> | Leave Blank |
| 2 | Gun Show Set-up | 0800- | |
| | | 1600 | |
| 3 | Gun Show | 0700- | |
| | | 1600 | |
| 4 | Gun Show/Take Down | 0700- | |
| | | 1600 | |

| 6 | BN Staff Meeting | 1900- |
|----|---------------------------|-------|
| | | 2330 |
| 7 | Jazzercise (1 hour) | 1900- |
| | | 2000 |
| 9 | National Guard Drill | 0700- |
| | | 1700 |
| 10 | National Guard Drill | 0700- |
| | | 1700 |
| 12 | Dog Training (2 hours) | 1900- |
| | | 2100 |
| 14 | Town Basketball League (3 | 1800- |
| | hours) | 2100 |
| 16 | Antique Show/Set-up | 0700- |
| | | 1600 |
| 17 | Antique Show/Take Down | 0700- |
| | | 1800 |
| 20 | "C" Company Staff Meeting | 1900- |
| | | 2100 |
| 24 | BN X-Mas Party | 1800- |
| | - | 2200 |
| | Signed: | |
| | Officer in Cha | roe |

Officer in Charge