

ATTACHMENT I- PROPERTY USE AND OCCUPANCY AGREEMENT

I. The NPS and Partner agree that:

- A. Subject to the conditions set out in Paragraph B (below), the NPS will provide the Partner with appropriate use of Government-owned property in furtherance of activities authorized by the Philanthropic Partnership Agreement (Agreement) dated April 10, 2025. Government-owned property available for the Partner's use is limited to the property identified here:
 - 1. The Friends of Springfield Armory NHS may utilize meeting spaces in the park free of charge, scheduled in advance with the Key Official. These may be used for business meetings and associated work. Other events are subject to separate approval and/or a Special Use Permit.
 - 2. In the course of conducting business meetings, the Friends of Springfield Armory NHS may use park telephones, free of charge.
 - 3. The park may provide storage space, free of charge, for books or other promotional materials throughout the year, and will be designated by the Key Official.
- B. Unless otherwise expressly specified above authorizing the use of specifically identified Government-owned property, the Partner is responsible and will reimburse the NPS for all utilities, routine maintenance, and janitorial costs associated with the Partner's use of Government-owned property. The NPS will use reasonable efforts to calculate reimbursable costs to the Partner before June 30 of each year. The Partner will annually transfer requested reimbursements to the NPS by August 30 of the fiscal year in which the costs were incurred.
- C. If the NPS provides the Partner with access to NPS computer systems, the Partner agrees to comply with all NPS Information Technology security and training requirements.
- D. The Partner's access to NPS facilities is dependent on compliance with laws and Government policies respecting Government facility security and the NPS's ability to obtain security clearance for the Partner's access.
- E. Permission to use any NPS property is not exclusive to the Partner. The NPS may allow third parties to use the property as well. The Partner has no property interest or leasehold interest.
- F. The NPS may terminate its permission to use Government-owned property at any time. The NPS will not be liable for any alleged or actual damages resulting from such termination. The Partner will not use Government-owned property in any lobbying activities. This PUA and associated exhibits are subject to all terms and conditions of the Philanthropic Partnership Agreement.
- G. Government postage cannot be used for Partner business.

II. Signatures:

IN WITNESS WHEREOF, the Parties have executed this document as of the date the last signature is affixed.

National Park Service

By: Kelly Fellner
Name: Kelly Fellner
Title: Superintendent

04/10/2025
Date

Partner

By: Neil Daboul
Name:
Title: President

04/14/2025
Date
