

## LEASE AGREEMENT

This Lease Agreement made this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between Town of Richmond, a Vermont municipality situated in Chittenden County, State of Vermont (hereinafter referred to as “Lessor”), and Richmond Historical Society (RHS), a community non-profit organization having its principal offices in Richmond, Vermont (hereinafter referred to as “Lessee”).

### WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, Lessor does lease and let to Lessee, and Lessee leases and lets from Lessor 200 square feet of office space on the 3<sup>rd</sup> Floor of the Lessor’s Town Center Building located at 203 Bridge Street, ~~3<sup>rd</sup> Floor,~~ in Richmond, Vermont (the “Building”), said specific space being outlined in orange on the attached floor plan (the “Premises” herein), together with use in common with others of a kitchen area and two (2) restrooms on the 3<sup>rd</sup> Floor of the ~~Town Center b~~Building for a term of two (2) years, commencing \_\_\_\_\_, 202\_, and ending \_\_\_\_\_, 202\_, unless sooner terminated as herein provided (the “Term”).

This Lease shall not automatically renew, and Lessor is not and shall not be under any obligation to re-lease the Premises to Lessee. Any request by Lessee to re-lease the Premises prior to the end of the Term shall be made in writing and must be received by Lessor no less than ninety (90) days prior to the end of the Term. Lessor shall advise Lessee in writing no less than sixty (60) days prior to the end of the Term whether it will re-lease the Premises to the Lessee and if so, of the

terms of any re-leasing of the Premises. The parties will have thirty (30) days from Lessor's notice to agree on and execute a new lease.

Lessor and Lessee hereby agree to the following terms and conditions:

1. During the Term, the Lessor shall be entitled to rent for the Premises in the amount of One Dollar and No Cents (\$1) per annum, payable in advance, with the first payment being due upon execution of this Lease, with each subsequent payment being due on and payable on or before each subsequent anniversary of the Lease through the Term. This rent amount reflects the value of services that Lessee provides to the Town/community. Rent payments shall be delivered to Lessor at the Richmond Town Office, 203 Bridge Street, Richmond, VT 05477, c/o Town Treasurer.

2. A security deposit of \$0 shall be paid by Lessee prior to commencement of the Lease.

3. Lessor shall provide to Lessee heat, electricity, water and wastewater service during the Term and shall be responsible for any plumbing repairs to the leased Premises; all other utility services and charges including cleaning the Premises shall be the responsibility of the Lessee. Lessor does not warrant the quality or adequacy of any utilities or that such utilities or services will be free from interruption. Any such interruption, and any inability by Lessor to fulfill its lease obligations as a result of any interruption or unavailability of utility services, will not be considered an eviction or disturbance of Lessee's use and possession or

enjoyment of the Premises or render Lessor liable to Lessee for damages, or relieve Lessee from his obligation under this Lease.

4. Lessee shall keep the Premises in such condition and repair as they are at the commencement of this Lease, reasonable wear and tear excepted. Lessee shall maintain the temperature in the Premises above 60F degrees. Lessee shall immediately notify Lessor of any substantial damage or destruction of the Premises, and of any mechanical or system malfunctions within the Premises affecting the Lessee's use, occupancy, or enjoyment of the Premises.

5. Lessor may undertake major renovations to the ~~Town Center~~ ~~Building~~ during the Term. Lessee shall cooperate with and reasonably accommodate Lessor, its contractors or agents in effecting such renovations. If the renovations, in the reasonable opinion of Lessor, require that the Premises be vacant and unoccupied, this Lease may be terminated by the Lessor upon 90 days' advance written notice.

6. Lessee shall not make any renovations, alterations, or modifications to the physical components of the Premises. If Lessee believes that physical or structural improvements are necessary, it shall so advise the Lessor, in writing, and provide specific and detailed plans and an explanation of the scope of the work. Lessee shall not proceed with any such work unless approved, in writing and in advance by Lessor. Lessee shall pay all costs and bear all risk and liability for any such improvements approved by Lessor. If, in the reasonable judgment of the Lessor, -the improvements are expected to benefit future tenants, the Lessee shall

pay the costs of the improvements, but such ~~paid~~ amounts shall be credited by Lessor, pro-rated over the remaining term of the lease, against rent due from Lessee.

7. The Lessee acknowledges that its employees or representatives have examined the Premises and that they are, at the time of commencement of this Lease, in good order and repair, and are in a safe, clean, and tenantable condition.

8. Lessee is prohibited from erecting or maintaining displays of any kind in shared spaces on the 3rd Floor (kitchen, 2 bathrooms, entry way and common hallways), unless advance written approval is obtained from the Town Manager.

9. No smoking of any kind is permitted inside the Premises Building.

10. Upon the expiration or termination of the Lease, the Lessee shall return possession of the Premises in its present condition, reasonable wear and tear excepted.

11. Lessee may use the Lessor's dumpster at the Town Center for a disposal of a volume of trash, ~~and~~ refuse and recyclables generated from Lessee's regular business operations. If there is a need to recycle or dispose of a large amount of rubbish due to clean-up from a larger project, disposing of old office equipment or similar items, said items must be taken directly to the Chittenden Solid Waste District or a similar drop-off center.

12. The Lessee will have access to the Premises at all times during the Term. Lessee may use the external safety exit staircase on the exterior of the building in an emergency and for egress only.

13. Employees or member of the Board of Directors of Lessee may not serve on the Lessor's Town Center Committee or its Library Building Committee and must recuse themselves from any vote relating to the Town Center building that may come before them on any other committee on which they may serve.

134. Lessee's employees and invitees are permitted to occupy available open parking spaces in the Town Center parking lot during Lessee's hours of operation. Lessee, its employees and invitees may also use common walkways adjacent to and entryways, hallways and the elevator at the Town Center building in common with others. Parking and use of these common passageways and conveyances is subject to reasonable rules of the Lessor.

154. Lessor, upon reasonable advanced notice to the Lessee, shall have the right to enter the Premises at any reasonable time for the purpose of inspection, maintenance or repair, and in an effort to re-let the Premises, and this right shall extend to the lawful employees and agents of the Lessor.

165. Lessee shall have no right to sublet the Premises, nor assign this Lease or any part thereof. Occupancy of the Premises shall be limited to the Lessee and said Premises shall only be occupied as office space.

176. The Lessee will not commit or permit to be caused any waste on the Premises, nor use or allow the Premises or any part thereof to be used for any unlawful purpose(s) or in any noisy, boisterous, or other manner offensive to the Lessor, or to other occupants of the ~~Town Center~~ bBuilding. Lessee shall not make any use of the Premises, nor permit the same to be used, in any fashion which does

or might cause the Premises to be no longer insurable at reasonable rates or on reasonable terms.

187. Lessee shall contract for and maintain in full force and effect throughout the Term workers compensation coverage or insurance in the minimum amount required by law (or certify to Lessor that Lessee is not an “employer” and the persons utilizing the Premises are not “workers” or “employees” as those terms are defined under Vermont’s Worker Compensation laws), and insurance against liability for bodily injury and property damage arising from or related to its occupancy of the Premises in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Each such insurance policy shall be issued by a company licensed to issue insurance policies in the State of Vermont, and, with respect to liability insurance policies, shall specifically identify Lessor as an additional insured. Lessee agrees to indemnify and hold harmless the Lessor from and against any loss, cost, damage and expense resulting from injury to any person or destruction of any property, caused by or arising out of any act, omission or neglect of Lessee’s officers, agents, servants, employees, or persons in, upon or about the Premises at the Lessee’s invitation or with its consent.

198. Lessor is not responsible for loss or damage arising from any cause to any personal property or other items owned by the Lessee and located at the Premises.

2019. Lessor may terminate this lease for any breach by Lessee of any term of the Lease, or breach of any covenant or obligation of the Lessee herein, by

providing written notice thirty (30) days in advance to Lessee. Lessee shall have ten (10) days after the dated date of Lessor's notice of breach to cure any default(s) or breach(es), otherwise Lessor's notice of termination remains effective. If Lessor terminates this Lease, it may re-enter the Premises.

~~201.~~ The Lessee shall pay the Lessor any costs, including reasonable attorney's fees, Lessor incurs in enforcing any provision of this Lease or in seeking eviction of the Lessee for violation of any provision of this lease.

~~221.~~ Lessee shall not keep ~~no~~ or allow pets or other animals (other than lawful service animals) on the Premises.

~~232.~~ This Lease may be executed in multiple counterparts, and each part is to be considered an original. Signatures transmitted by facsimile or email shall be legal and binding, shall have the same full force and effect as if the original Lease Agreement had been delivered and any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature are waived.

~~243.~~ The Lease shall be interpreted and enforced in accordance with the laws of the State of Vermont. If any term or provision of this Lease is held by a court to be invalid or unenforceable, said invalidity shall not affect the remaining provisions of this Lease, and they shall be and remain valid and enforceable.

~~254.~~ The parties each have actively participated in the finalization of this Lease Agreement, and in the event of a dispute concerning the interpretation of this Lease Agreement, each of the parties hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the document.

~~265~~. This agreement constitutes the only agreement of the parties and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter. No amendment or modification of this Lease is binding unless in writing, dated after the date of this Lease and duly executed by the parties.

~~276~~. Time is of the essence with respect hereto. It is understood and agreed that time and strict performance of all the terms herein shall be of the essence.

~~287~~. **WAIVER OF JURY TRIAL: TO THE EXTENT ALLOWED BY LAW, THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO INTERPRET OR ENFORCE THIS AGREEMENT.** This waiver shall not apply to any future litigation between the parties relating to any other matter.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the date above recited.

**RICHMOND HISTORICAL SOCIETY**

**TOWN OF RICHMOND**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its Duly Authorized Agent,

Its Duly Authorized Agent,

Lessee

Lessor





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Premises, nor permit the same to be used, in any fashion which does or might cause the Premises to be no longer insurable at reasonable rates or on reasonable terms.

18. Lessee shall contract for and maintain in full force and effect throughout the Term workers compensation coverage or insurance in the minimum amount required by law (or certify to Lessor that Lessee is not an “employer” and the persons utilizing the Premises are not “workers” or “employees” as those terms are defined under Vermont’s Worker Compensation laws), and insurance against liability for bodily injury and property damage arising from or related to its occupancy of the Premises in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Each such insurance policy shall be issued by a company licensed to issue insurance policies in the State of Vermont, and, with respect to liability insurance policies, shall specifically identify Lessor as an additional insured. Lessee agrees to indemnify and hold harmless the Lessor from and against any loss, cost, damage and expense resulting from injury to any person or destruction of any property caused by or arising out of any act, omission or neglect of Lessee’s officers, agents, servants, employees, or persons in, upon or about the Premises at the Lessee’s invitation or with its consent.

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**RICHMOND HISTORICAL SOCIETY**

**TOWN OF RICHMOND**

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