

Richmond Area Youth/Teen/Young Adult Center LEASE

THIS LEASE, MADE THIS ____ day of _____, 2019, by and between the Town of Richmond, a municipal corporation of Chittenden County and State of Vermont (hereinafter called "Landlord") and RATC Nest, Inc., (dba Radiate Art Space) a 501(c)3 formed as a public charity (hereinafter called "Tenant") for use as a Center for activities.

W I T N E S S E T H :

In consideration of the rent to be paid and the terms, conditions and mutual covenants set forth in this Lease, the Parties hereto agree as follows:

1. Leased Premises: The Landlord does hereby rent and lease to the Tenant and the Tenant does hereby rent and lease from the Landlord a certain portion of the land and premises designated as the "Richmond Town Center Building " and being located at 203 Bridge Street, Richmond, Vermont (hereinafter referred to as the "Entire Premises"), the portion of the Entire Premises subject to this Lease (hereinafter referred to as the "Leased Premises") specifically being:

- (a) The Leased Premises contains three rooms totaling approximately 1,100 square feet and common areas to be utilized for a (and others) Center and other activities described herein. The three rooms are identified on the Center Area sketch, attached as Attachment A to this Lease, as "Former Boys Bath 2", "File Storage 5" and "Activity Area 6 & 7". The access route to the Leased Premises is restricted to the 1st floor exterior main entrance located on the north side of the Richmond Town Center Building then to the staircase in the center of the Town Center Building then downstairs to the common basement hallway, depicted as "Hall 1" on Attachment A. The "Hall 1" area is to be shared with other tenants and the Landlord. The "Hall 1" area may be used for non-access purposes by Tenant but only with prior written approval of the Landlord. The remainder of the Entire Premises shall not be utilized by the Tenant except to park vehicles in designated areas and to walk to the Leased Premises.
- (b) Future premises: this lease does not currently provide for access to areas including the basement elevator and the hallway from the equipment rooms to the RATC Nest. This area is unsuitable for the use by the RATC Nest at this time. It may be possible for this space to be renovated to make the space safe, secure, and accessible under ADA regulations. If this becomes the case, this lease may be amended to include use of these areas.
- (c) The non-exclusive right of Tenant, and its employees and invitees, to use the common hallways to the extent necessary for access to such Leased Premises, subject to reasonable rules promulgated by Landlord from time to time. The elevator on the Entire Premises shall not be utilized by Tenant.
- (d) The non-exclusive right of Tenant, and its employees and invitees, to use parking spaces in the

Town Center Building parking lot, subject to reasonable rules promulgated by Landlord from time to time.

2. Term, Renewal:

(a) The term of this lease, the ("Term"), shall be for twelve (12) Lease Months, commencing on August 1, 2019 (the "Effective Date") and terminating on July 31, 2020.

(b) This Lease may not be renewed automatically.

(c) If Tenant holds over beyond the end of term, its tenancy shall be from month to month only.

3. Use. Tenant may use the Leased Premises as a Center to be operated and managed solely by the RATC Nest Inc. and in conformance with its 501(c)3 public charity activities. The purpose of The RATC Nest, Inc. shall be organized exclusively for charitable purposes under Section 501(c)(3) of the U.S. Internal Revenue Code providing relief of the poor, the distressed, and the under privileged by creating and maintaining a creative space for accessible art endeavors. The RATC Nest, Inc. will also be open to seniors, families, and community organizations to rent during off-peak hours after receiving the written permission of the Landlord. Before use by the public, Tenant shall prepare and submit to the Landlord for approval, such approval to not be unreasonably withheld, a written operations and safety plan to include, at least the following items:

(a) A schedule of operations (days closed, opening times, closing times, special events)

(b) Number of adult supervisors on-site during operating periods

(c) Rules to be followed by participants, such as drug, alcohol and tobacco use and prohibiting noise that can be heard outside the Leased Premises and by other tenants or the Landlord in other areas of the Entire Premises;

(d) Safety training for adult supervisors to include emergency exit routes, operation of fire extinguishers and location of fire alarm pull switches. This training shall be given to any participant that attends the Tenant's activities but not visitors touring the facility.

(e) There shall be no combustion of materials by any means, including lit candles or papers, etc. and no use of auxiliary heating units, such as electrical or propane heaters, not supplied by the Landlord.

Some of the activities may be restricted by the fact that the RATC is not currently accessible under ADA regulations. It may be possible to make the space accessible, however, Landlord does not accept any obligation to do so. Tenant and Landlord may work together to develop funding to renovate the space for accessibility, and any permanent renovations to the premises shall become property of the Landlord and subject to this lease.

4. Rent: For each Lease Month, the Tenant shall pay the Landlord, without offset, setoff, or deduction for any reason, rental ("Monthly Rental") for the Leased Premises during the Term for each Lease Month, the Monthly Rental of \$1.00 (One Dollar) due on the first day of that month beginning August 1, 2019

5. Improvements to Leased Premises: Tenant may make improvements to the Leased Premises, after

approval is obtained from Landlord, and any fixed improvements such as lighting, doors, ceiling tiles, floor coverings, electricity outlets, and plumbing fixtures and pipes shall become the property of the Landlord following the termination of this Lease. Tenant is responsible for installing and maintaining improvements necessary for compliance with State of Vermont regulations for use of the space.

- 6. Utilities. Landlord shall maintain heat, electricity, water and sewer services, trash removal and (unless damaged by the Tenant, its employees or invitees) interior plumbing repairs to the Leased Premises for a monthly fee of \$36.00 (Thirty-Six Dollars) per Lease Month, due on the first of each month beginning August 1, 2019. Within the Leased Premises, including the basement Common Hallway, the Tenant shall be responsible for janitorial services, telephone costs and removing trash to the Landlord's designated dumpster or recycling bins.
- 7. Insurance: Tenant shall provide Landlord with a Certificate of Insurance showing that the Tenant has adequate insurance coverage as recommended by the Landlord's insurance provider. Landlord shall be named as "Additional Insured" on the certificate.
- 8. Early Termination: The Landlord may terminate this before July 31, 2020 with 30 days written notice to the Tenant.
- 9. General Conditions to Lease: There are no other conditions to this Lease other than stated herein.
- 10. Notices: Any notices to be delivered or given pursuant to this Lease shall be deemed given or delivered three (3) business days after being mailed, United States Mail, certified mail, or registered mail, postage prepaid, and addressed as follows:

If to Landlord: Town of Richmond

If to Tenant: RATC Nest Inc.

Attn: Town Manager

Attn: Rebecca Rouiller

P.O. Box 285

Richmond, VT 05477

or to such other persons and/or address as may be specified by the party entitled to notice, so long as such specification is made in accordance with the terms of this Paragraph.

IN WITNESS WHEREOF, the parties herein have executed this Lease as of the day and year first above written.

In the Presence of

LANDLORD: TOWN OF RICHMOND

By: _____

Duly authorized agent

STATE OF VERMONT
CHITTENDEN COUNTY

At _____ in said County, this ____ day of _____, 2019, personally appeared **Josh Arneson**, Duly Authorized Agent of the Town of Richmond and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and free act and deed of the Town of Richmond.

Before me, _____
Notary Public

In the Presence of:

TENANT: RATC Nest, Inc.

By: _____

Duly authorized agent

STATE OF VERMONT
CHITTENDEN COUNTY

At _____ in said County, this ____ day of _____, 2019, personally appeared Rebecca Rouiller, Duly Authorized Agent of RATC Nest Inc. and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and free act and deed of RATC Nest Inc.

Before me, _____

Notary Public