MTM COMMUNITY CENTER
LEASE AGREEMENT

This LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this ____ day of _____, 2024, by and between the Town of Lisbon (hereinafter referred to as "Landlord") and LACO Food and Clothing Bank of Lisbon (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property being, lying and situated in Androscoggin County, Maine, such property having a street address of 18 School St., Lisbon Falls, ME 04252 (hereinafter referred to as the "Property").

WHEREAS, Landlord is desirous of leasing a portion of the Property (the "Premises," as further described below) to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant is desirous of leasing the Premises from Landlord upon the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the sum of $_____ the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

PREMISES. The Premises subject to this Agreement is more fully described as _____.

TERM. Landlord leases to Tenant and Tenant leases from Landlord the above-described Premises, together with any and all appurtenances thereto, for a term of _____ year[s] (the "Term"), such term beginning at the complete execution of this Agreement. Unless this Agreement is extended or replaced prior to expiration of the Term, Tenant shall fully quit the Premises on or before the end of the Term.

RENT. Tenant shall pay to Landlord the sum of $_____ per _____ as rent through the term of this Agreement. Rent shall be due and payable on the _____ of each _____. Tenant's failure to pay Landlord the rent in full, within 30 days of the due date, shall be deemed a breach of this Agreement.

USE OF PREMISES. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

CONDITION OF PREMISES. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Agreement in good order, repair,

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and in a safe, clean and tenantable condition. Tenant agrees to keep the Premises in a general state of good repair, free of safety and fire hazards, reasonable wear and tear excepted. Tenant shall be responsible to Landlord for the cost of repairing any damage or destruction to the Premises or Property caused by Tenant, its officers, agents, employees, invitees, guests or contractors.

ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Agreement, or sublet or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, subletting or license shall not be deemed to be a consent to any subsequent assignment, subletting or license. An assignment, subletting or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

Notwithstanding the above, it shall be Tenant's responsibility to bring the Premises into compliance with all applicable state and local laws, codes and ordinances at its own expense. Within 14 days of execution of this Agreement, Tenant shall make allow the Town's Code Enforcement Officer to make an inspection of the Premises. The Code Enforcement Officer will provide Tenant with a list of alterations and improvements, if any, necessary to comply with said laws and ordinances, and a reasonable deadline to complete the work. If Tenant fails or refuses to complete the required work by the stated deadline, this shall be considered an event of Default and Tenant shall immediately vacate the Premises upon notice of default from Landlord.

UTILITIES. All utilities, including electricity, heat, water, sewerage, fuel, and other utility service charges and assessments, shall be paid by _____. Landlord shall be responsible for maintenance and upkeep of the Property, to include maintenance of walkways and parking areas.

HOLD HARMLESS AND INDEMNIFICATION. Landlord shall not be liable for any damage or injury or to the Tenant, Tenant's guests, invitees, agents, employees or volunteers, to any person entering the Premises, or the Property of which the Premises are a part, or to goods or equipment, or to the structure or Property of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all such claims or assertions of every kind and nature.

INSURANCE. During the term of this Lease, Tenant shall maintain general liability insurance covering itself and its officers, agents, employees and volunteers, with a total coverage amount of at least $1,000,000 per incident, as well as commercial tenant's insurance adequately

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covering Tenant's personal property. Proof of insurance shall be provided at execution of this Agreement and annually thereafter. Tenant shall notify the Town within seven (7) days of receiving notice of termination or suspension of any insurance coverage, and shall provide updated proof of insurance as soon as practicable upon any reduction in coverage or change of insurer.

DEFAULT. If Tenant fails to comply with any of the material provisions of this Agreement or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within a reasonable deadline set within a written notice to be provided by Landlord specifying the noncompliance and indicating the intention of Landlord to terminate the Lease if the failure is not timely corrected, Landlord may terminate this Agreement.

GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Maine.

SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

NOTICE. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

To Landlord:
Town of Lisbon
Attn: Town Manager
300 Lisbon Street
Lisbon, ME 04250

To Tenant:
LACO Food and Clothing Bank
14 School Street
Lisbon Falls, ME 04252

ADDITIONAL PROVISIONS; DISCLOSURES.

The Town will provide maintenance and security for the building.

As to Landlord:
TOWN OF LISBON

_____
Dated:_____

As to Tenant:
LACO Food and Clothing Bank of Lisbon

_____
Dated:_____

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By: Glenn Michalowski	By:_____
Its Town Manager	Its:_____

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