

2023 MAY 10 AM 12:45

LEASE

The BRISTOL STATEHOUSE FOUNDATION, 240 High street, Bristol Rhode Island, LESSOR, hereby leases to The TOWN OF BRISTOL, LESSEE, the property located at 240 High Street, Bristol, Rhode Island (the "Premises"), for an initial term of three (3) years, beginning June 1, 2023, and terminating May 31, 2026. in accordance with the following terms and conditions:

1. Definitions:

The words "LESSOR" and "LESSEE" as used herein shall include their respective successors, representatives, and assigns, agents, and servants; and the word "it" where applicable shall apply to the LESSOR or LESSEE. The word "Permittee" is employed to describe any subtenant who uses the exterior portion of the property at the sufferance of the LESSOR or the LESSEE.

2. Use of Premises:

The Parties hereby acknowledge and agree that the LESSOR is the owner of the land situated in the Town of Bristol, Rhode Island, as described in Exhibit A attached hereto (the "Premises"), which the Lessee shall have the right to use for various town events and activities throughout the calendar year. In consideration for the LESSEE's right to use the Premises, the LESSEE shall pay the LESSOR rent payable in accordance with the terms and conditions set forth in section 3. RENT of this Agreement.

3. RENT:

As consideration for this lease, the total rent shall be the cost of maintenance of the Premises and providing insurance for the Premises, with no other additional rent beyond these costs.

4. CARE OF THE PREMISES:

The LESSEE shall be responsible for the maintenance of the exterior grounds only to include walkways, trees, and lawn. The LESSEE shall be responsible for snow removal. At the termination of this lease, LESSEE shall deliver up the surrounding leased exterior grounds in good, order and condition, reasonable wear and tear excepted.

5. FIRE/OTHER CASUALTY:

If the Premises, or any part thereof, or the whole or substantial part of the building of which they are a part, shall be destroyed or damaged by fire or other casualty after the execution hereof and during said term, or any extension or renewal thereof, then this lease and said term shall terminate at the option of the LESSOR by notice to the LESSEE.

6. INSURANCE:

LESSEE agrees that it shall be the LESSEE's obligation to insure the exterior building grounds as part of the Town of Bristol's General Liability policy. The LESSEE shall insure the entire building and

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grounds against loss or damage resulting from perils commonly insured against under a standard "all risks" policy of insurance.

7. DISTURBANCE, ILLEGAL USE:

Neither the LESSEE nor its Permittees, invitees, visitors, agents, or servants shall make or suffer any unlawful, noisy, or otherwise offensive use of the , nor commit or permit any nuisance to exist thereon, nor cause damage to the , nor create, any substantial interference with the rights, comfort, safety, or enjoyment of the LESSOR or other occupants.

8. NOTICES:

Written notice from the LESSOR to the LESSEE shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested to the LESSEE at 10 Court Street, Bristol, Rhode Island. Written notice from the LESSEE to the LESSOR shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested, to the office of the LESSOR at its address set forth in the first paragraph of this lease.

9. REMOVAL OF GOODS:

The LESSEE or its Permittees shall not remove any articles from the Premises other than the personal property brought into the Premises by them during their tenancy. LESSEE covenants and agrees that if LESSOR shall remove LESSEE's goods or effects or the goods or effects of LESSEE's pursuant to the terms hereof or of any court order, LESSOR shall not be liable or responsible for any loss of or damage to such goods or effects, provided, however, that if the LESSOR removes the LESSEE's or the Permittee's goods or effects, it shall comply with all applicable laws, and shall exercise due care in the handling of such goods to the fullest practical extent under the circumstances.

10. RENEWAL:

Notice of desire to renew shall be given by either party at least sixty (60) days prior to the expiration of this Lease. If the LESSEE does not provide written notice to the LESSOR of the LESSEE's intention to exercise the option to extend the term of this lease and the LESSEE remains in possession of the Premises and/or uses any part of the leased premises subsequent to the expiration of the initial term of this lease, the LESSEE holding over shall be deemed an affirmation of the LESSEE's intention to exercise the option to extend the term of this lease.

11. SEPARABILITY CLAUSE:

If any provision of this lease or portion of such provision or the application thereof to any person or circumstances is held invalid, the remainder of the lease (or remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the said parties hereunto and to another instrument of like tenor, have set their hands and seals.

In the presence of:

LESSEE

TOWN OF BRISTOL

By: _____

[Signature] 5/8/23

Witness: _____

Lauren Ficuro 5/8/23

LESSOR

BRISTOL STATEHOUSE FOUNDATION

By: _____

Chris Fung 5/10/23

Witness: _____

[Signature] 5/10/23

