FROSTBURG FOOD PANTRY LEASE AGREEMENT

THIS FROSTBURG FOOD PANTRY LEASE AGREEMENT ("Agreement") made and executed this _____ day of May, 2026 by and between **The City** (the "City"), a municipal corporation of the State of Maryland, and **Foundation for Frostburg, Inc.** (the "Tenant").

WITNESSETH:

WHEREAS, the City owns the real property and improvements thereon located at 126 South Water Street, Frostburg, MD 21532 (the "Leased Premises"); and

WHEREAS, the City desires to lease the Leased Premises to the Tenant as the business location of its food pantry, commonly known as the Frostburg Food Pantry and the Tenant desires to lease the Leased Premises from the City, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms and provisions of the Agreement, it is hereby covenanted and agreed as follows:

1. Permitted Use. The Tenant may use the Leased Premises for the purpose of operating and administering the Frostburg Food Pantry. No other use shall be permitted except upon the written authorization of the City.

2. Term. The term of this Agreement will commence on July 1, 2026, and it shall continue for a period of one (1) year, expiring on June 30, 2027. Unless a party gives the other party written notice at least thirty (30) days in advance of the expiration of the initial term or a renewal term of this Agreement, this Agreement will automatically renew on the same terms, covenants, and conditions set forth herein for no more than four (4) one (1)-year renewal terms. Notwithstanding the foregoing, either party may terminate this Agreement at any time, for any reason or no reason at all, by providing the other party with no less than thirty (30) days' advance written notice of the termination.

3. Rent.

3.1. Base Rent. The Tenant agrees to pay the City base rent in the amount of One Hundred Dollars ($100.00) per month, payable in advance, during the term of this Agreement. The initial monthly installment of rent shall be due, payable and paid no later than the tenth (10^{th}) day of each month, with the initial monthly installment being due, payable and paid no later than July 1, 2026.

3.2. Additional Rent. In the event the Tenant fails to pay any taxes, charges, costs and expenses which it is required to pay hereunder, the City may pay them and charge the cost thereof to the Tenant. If the Tenant otherwise fails to perform its obligations under this Agreement, the City may perform those obligations and charge the cost thereof to the Tenant. The

Tenant shall reimburse the City for those costs within thirty (30) days of the City's demand therefor.

4. Exclusive Use. The Tenant shall have exclusive use of the Leased Premises during the initial term and any renewal term(s) of this Agreement.

5. Utilities. The Tenant shall pay for all utilities at the Leased Premises, including, but not limited to: (i) electricity, (ii) gas, (iii) phone service, and (iv) internet service. The City shall provide water, sewer, and garbage removal services at the Leased Premises and shall assume the costs thereof. Otherwise, it shall not assume or be responsible for the payment or provision of any utility services at the Leased Premises.

6. Cleaning & Maintenance.

6.1. Tenant Responsibility.

A. Except as provided for in Section 6.2, the Tenant shall keep the Leased Premises clean and in good repair, including, but not limited to, the building thereon (the "Building") and the exterior grounds of the Leased Premises.

B. Except as provided for in Section 6.2, the Tenant shall be responsible for and shall bear the expenses of the repair and maintenance of the Leased Premises.

C. The Tenant shall provide appropriately sized outdoor garbage bins (i.e., trash cans or a small dumpster acceptable to the City) for garbage removal.

D. Upon the expiration or termination of this Agreement, the Tenant shall thoroughly clean the Leased Premises, leaving it in broom-clean condition.

6.2. City Responsibility. The City shall be responsible for the repair and maintenance of the exterior walls and windows, roof and HVAC systems of the Building. The City will provide grass cutting, snow removal, garbage removal for the Leased Premises.

7. Alterations. The Tenant shall not make any alterations, additions or improvements in or on the Building or at the Leased Premises without the City's prior written approval. The addition of fixtures (e.g., shelving, cabinets) shall also require the City's prior written approval. Any alterations, additions, or improvements by the Tenant shall immediately become the property of the City and remain upon the Leased Premises at the end of the term. However, upon the expiration or termination of this Agreement, the City shall have the right to require the Tenant to restore the Leased Premises to the condition it was in before the alteration, additions or improvements were made.

8. Insurance.

8.1. Required Coverages. Throughout the term or terms of this Agreement, as the case may be, the Tenant shall, at its expense, maintain the following insurance coverage:

(i) Commercial general liability insurance written on an occurrence basis, covering bodily injury, property damage, personal injury, and contractual liability, with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate;

(ii) Property Insurance covering the Tenant's personal property, trade fixtures, inventory, and improvements within the Leased Premises on a replacement cost basis against risks of direct physical loss under a "special form" policy; and

(iii) Workers' compensation insurance as required by applicable law, together with employer's liability insurance with limits of not less than $1,000,000 per accident.

8.2. Required Terms. The foregoing insurance contracts will contain the following provisions:

(i) The City and its officers, agents, employees, and elected officials shall be named as additional insureds (as their interests may appear); and

(ii) The maximum number of days' notice the insurer can provide the City prior to cancellation, revocation, non-renewal or material change.

8.3. Subrogation Waiver.

A. The City and the Tenant each waive any rights of recovery against the other for loss or damage to property to the extent such loss or damage is covered by property insurance maintained or required to be maintained under this Agreement.

B. Each party shall use commercially reasonable efforts to obtain from its insurers a waiver of subrogation endorsement in favor of the other party.

C. This waiver shall apply only to the extent permitted by applicable law and the terms of the applicable insurance policies.

8.4. Insurance Certificates. Contemporaneously with the execution of this

Agreement, the Tenant shall deliver a certificate of insurance to the City, which is satisfactory in form and content, as proof that the foregoing insurance is in force. It shall provide such additional certificates as may be necessary to provide the City with continuing assurance that the required insurance remains in place.

9. Indemnification.

9.1. City Obligation. The City agrees to indemnify and hold the Tenant harmless from and against any and all claims, costs, actions, causes of action, suits, judgments, damages, liabilities, losses or expenses, including, without limitation, attorney's fees and the fees of expert witnesses and other consultants costs, which solely arise out of, as an incident to or in connection with any act or omission of the City, its agents, employees, representatives and contractors at the Leased Premises.

9.2. Tenant Obligation. The Tenant agrees to indemnify and hold the City harmless from and against any and all claims, costs, actions, causes of action, suits, judgments, damages, liabilities, losses or expenses, including, without limitation, attorney's fees and the fees of expert witnesses and other consultants costs, which arise out of, as an incident to or in connection with any act or omission of the Tenant, its agents, employees, representatives and contractors or its use of the Leased Premises.

10. Notices. All notices and other communications provided for hereunder shall be in writing and, except as otherwise provided for herein, shall be deemed to have been given (a) when sent (and confirmation of delivery is received by the sender) by email or other electronic transmission (which transmission shall also be followed by overnight or regular mail delivery of a confirmation copy), (b) when delivered, if sent by hand delivery or nationally recognized overnight courier, addressed to the party at the addresses described below (unless such party shall otherwise designate another addressee to receive certain types of notices), or (c) three (3) days from the date of postmarking if mailed by U.S. mail.

If to the City: The City of Frostburg
P.O. Box 440
Frostburg, MD 21532
Attention: City Administrator
pobrien@frostburgcity.gov

If to the Tenant: Foundation for Frostburg, Inc.
P.O. Box 765
Frostburg, MD 21532
jandrbone@gmail.com
barb@itscoolerhere.net

11. Counterparts; Electronic Copies. This Agreement may be executed in multiple counterparts, and all such executed counterparts when combined shall constitute the same document. Electronically transmitted counterparts shall be effective as originals copier copies shall be acceptable as originals

12. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

13. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland. The parties hereto agree to be subject to the jurisdiction of and waive any objection to the venue of any action filed by one against the other in any court located in Allegany County, Maryland. Each of them waives any claim they may have that such courts constitute inconvenient forums. Unless otherwise agreed, all litigation arising out of or as an incident to the terms or execution of this Agreement shall be instituted and prosecuted in the District Court of Maryland for Allegany County or the Circuit Court for Allegany County, Maryland.

14. Captions: Section Headings. The marginal captions and section headings of this Agreement are for convenience only, shall not be considered in interpreting and construing this Agreement, and in no way define or limit the intent, rights or obligations of the parties hereunder.

15. Waivers. Neither any failure nor any delay on the part of either party in exercising any right, power or remedy hereunder or under applicable law shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

16. Entire Agreement; Binding Effect. This Agreement contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Agreement mutually agree that it is binding upon them and their respective successors and assigns.

17. Modification or Waiver By Parties. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.

18. Gender/Tense/Conjugation. The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses, and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

19. Joint Drafting. The parties hereto agree that this document reflects the joint drafting efforts of each party, and any ambiguities shall not be construed against either party.

20. Waiver of Trial by Jury. THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH EITHER OF THEM MAY BE PARTIES ARISING OUT OF, AS AN INCIDENT TO OR IN ANY WAY PERTAINING TO THIS AGREEMENT OR ANY PROVISION THEREOF. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS

AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND THE PARTIES HERETO HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their authorized representatives to be affixed hereto the date first written hereinbefore.

WITNESS/ATTEST:

THE CITY OF FROSTBURG

_____
Patrick O'Brien, City Administrator

By:_____
Todd J. Logsdon, Mayor

FOUNDATION FOR FROSTBURG, INC.

_____
Signature

Barbara A. Armstrong
Printed name

By:_____
Signature

Renee A. Bone
printed name

President
Job title/position