

FROSTBURG SENIOR CENTER LEASE AGREEMENT

THIS FROSTBURG SENIOR CENTER LEASE AGREEMENT (“Agreement”) made and executed this _____ day of _____, 2025 by and between The City of Frostburg, a municipal corporation of the State of Maryland, and the Allegany County Human Resource Development Commission, Inc.(“HRDC”).

WITNESSETH:

WHEREAS, The City of Frostburg owns improved real estate on 27 South Water Street in the City of Frostburg by virtue of a Deed dated October 23, 1971, and recorded in the land records of Allegany County, Maryland, in Deed Liber 449, Folio 331, the improvements on said property being known as the Community Center; and

WHEREAS, HRDC desires to enter into an agreement with The City of Frostburg and The City of Frostburg desires to enter such an agreement for HRDC’s exclusive use of the front portion of the Community Center which is commonly known as Frostburg Senior Center and which is presently occupied by HRDC, including the dining and office areas (the “Front Space”) and the non-exclusive use of the rear portion of the Community Center, including the catering kitchen, community room and storage room (the “Flex Space”), both the Front Space and Flex Space hereinafter being referred to as the “Leased Premise

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

1. **Permitted Use.** HRDC may use the Leased Premises to sponsor programs for the senior citizens of The City of Frostburg and surrounding areas. It may also use the Front Space as office space. No other use shall be permitted except upon the written authorization of The City of Frostburg.

2. **Term.** The term of this Agreement will begin October 1, 2025 and continue for a period of five (5) years, expiring on September 30, 2030. Notwithstanding the foregoing, either party may terminate this Agreement for any reason or not reason at all by providing the other with thirty (30) days’ advance written.

3. **Rent.**

3.1. **Base Rent.** Subject to the other terms of this Agreement, HRDC shall pay the City of Frostburg rent for its use of the Leased Premises on weekdays between 8:00 a.m. and 5:00 p.m. as set forth below.

<u>Year (Oct. 1-Sept. 30)</u>	<u>Annual Rent</u>	<u>Amount of Monthly Installment</u>
2025-2026	\$10,812.00	\$901.00
2026-2027	\$11,016.00	\$918.00
2027-2028	\$11,220.00	\$935.00

2028-2029	\$11,424.00	\$952.00
2029-2030	\$11,628.00	\$969.00

Base Rent shall be paid in monthly installments on the first day of each month, starting November 1, 2025.

3.2. Additional Rent. HRDC's use of the of the Flex Space outside of normal operating hours (Monday through Friday from 8:00 A.M. to 5:00 P.M.) may be subject to the payment of additional rent.

4. Event Scheduling. HRDC shall have the sole responsibility for scheduling Senior Center activities at the Leased Premises unless otherwise stated in this Agreement.

5. Exclusive/Non-Exclusive.

5.1. Front Space Exclusive Use. HRDC shall have the exclusive use of the Front Space on a 24/7 basis.

5.2. Non-Exclusive Use.

5.2.1. Senior Citizens Group. The Frostburg Senior Citizens Group shall have access to the Flex Space one (1) evening per month (after 5:00 p.m.) for regularly scheduled meetings. These meetings will be scheduled through the Frostburg Parks and Recreation Department.

5.2.2. Flex Space. HRDC may use the Flex Space during the hours of 8:00 a.m. to 5:00 p.m. HRDC shall have priority in the use of the Flex Space during those hours, but it shall permit The City of Frostburg to use the Flex Space during those hours at such times as HRDC is not using that space and its use of the Flex Space does not interfere with its planned activities;.

5.2.3. Common Areas. The lobby and hallway are considered to be common areas. The parties hereto shall have common use of these areas.

6. Use of Kitchen Facility. Any individuals and organizations scheduling events that utilize the kitchen facility in the Front Space, which is licensed by the Allegany County Health Department to HRDC, will be required to hold harmless HRDC from and against any and all claims, costs, actions, causes of actions, suits, judgments, damages, liabilities, losses or expenses, including without limitation, attorneys' fees and the fees of expert witnesses and other consultants' costs, which arise out of, as an incident to or as a result of that use.

7. Utilities.

7.1. City Obligations. The City of Frostburg shall pay the following expenses of the Leased Premises during the term of this Agreement: (i) water and sewage bills; (ii) liability

insurance for the Community Center; and (iii) all electric bills. The City shall be responsible for ensuring that these services remain available at the Leased Premises during the term of this Agreement.

7.2. HRDC Utility Cost Reduction Obligations. HRDC shall employ its best efforts to reduce utility costs at the Leased Premises, including, but not limited to, keeping thermostats set at a minimum with locked thermostat boxes, keeping hot water temperatures set at a minimum, and turning off lights and other appliances when they are not in use.

8. Cleaning; Daily Maintenance.

8.1. HRDC Responsibility. HRDC will be responsible for keeping the Leased Premises clean and in good repair. It is responsible for providing the janitorial services and daily maintenance to keep the Leased Premises clean and usable and providing all necessary materials to perform these functions. Daily maintenance shall be defined as tasks that may require minor repairs or upkeep (e.g. replacing light bulbs, locks, or fuses, unclogging drains, etc.). HRDC will be responsible for the janitorial needs of the rear portion of the Community Center when used by the Senior Center, and for all paper products for the restrooms (hand dryers have been installed in restrooms). HRDC is responsible for providing a dumpster for garbage removal at the Community Center. At the end of the term of this Agreement, HRDC shall thoroughly clean the Leased Premises, leaving it in broom clean condition.

8.2. The City of Frostburg Responsibility. Notwithstanding the foregoing, The City of Frostburg will provide janitorial services for the Flex Space, including the restrooms two (2) times per week and on an “as needed” basis, when the rear of the Community Center is used by groups/organizations scheduled by the City of Frostburg.

9. Indemnification.

9.1. City Obligation. The City of Frostburg hereby agrees to indemnify and hold harmless HRDC 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 of Frostburg, its agents, employees, representatives and contractors at the Leased Premises.

9.2. HRDC Obligation. HRDC hereby agrees to indemnify and hold harmless The City of Frostburg 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 City of Frostburg, 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
 estahlman@frostburgcity.gov

If to HRDC: HRDC
 125 Virginia Avenue
 Cumberland, MD 21502
 Attention: Executive Director

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 waive any claim they may have that such courts constitute inconvenient fora. 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 intents, 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.

ATTEST:

Patrick O'Brien, City Administrator

THE CITY OF FROSTBURG

By: _____
Todd J. Logsdon, Mayor

ALLEGANY COUNTY HUMAN
RESOURCE DEVELOPMENT
COMMISSION, INC.

Older Americans Act Program Manager

By: _____
Wendolyn McKenzie, HRDC
Executive Director