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Town of Middleborough
Massachusetts

Lease for the Historic Oliver House
445 Plymouth Street

This Agreement is made on this _____ day of _____, 2016 by the Town Of Middleborough, by its Board of Selectmen, (“Middleborough”) for the lease of the Historic Oliver House (the “Premises”).

Whereas, Middleborough issued a Request for Proposals to lease the Premises; and

Whereas, lessee submitted its response to Middleborough, which has been accepted subject to execution of this Lease Agreement.

Now therefore, for good and valuable consideration, which is acknowledged by both Parties, Lessee and Middleborough (collectively referred to as the “parties”) agree as follows:

1. RFP and Response Incorporated. The Parties agree that the Request for Proposals (“RFP”) and the Lessee’s Response (“response”) shall be incorporated by this reference into this Lease Agreements.
2. Agreement to Rent. In accordance with the RFP and Response, Middleborough agrees to rent, and Lessee agrees to lease the Premises, as described in the RFP, effective _____, 2016 until _____, 2016. The Parties agree that this Lease Agreement may be extended per the RPF specifications.
3. Rental Fee. The rental fee shall be paid in monthly installments, which is consistent with the price proposals submitted by Lessee in its Response. Lease payments shall be made to the Town of Middleboro. The cost of utilities and maintenance shall be paid in accordance to the RFP.
4. Entry and use by the Town: The provisions of this lease notwithstanding Middleborough and its agents or employees may enter the premises for any purpose which does not substantially or materially interfere with the use of the premises by Lessee. For example, it may be open for tours during certain events.
5. Repairs and Maintenance: Lessee agrees to keep the premises safe and in good order and condition at all times during the term of this lease, and upon expiration of this lease, or at

any sooner termination, Lessee will surrender possession of the premises in as good order and condition as the same were at the commencement of this lease.

6. Assignment and Sublease. No assignment of this lease or sublease of the premises shall be entered into by the Lessee without the prior written approval of Middleborough, and shall be allowed only upon such terms and conditions as Middleborough may, in its sole and unfettered discretion, attach to such approval.
7. Liability: Lessee shall hold Middleborough, including the Town, its agents and employees, harmless from any loss, cost or damages that may arise out of or in connection with this lease, the premises, or the use of the premises by Lessee, its agents or employees or another other person using the premises.
8. Default: In the event that Lessee shall be in default of any payment of rent or in the performance of any of the terms or conditions to be performed by it, or shall for a period in excess of thirty (30) consecutive days abandon or fail to continue the use of the premises for the purpose set forth the RFP, then the Middleborough may terminate the lease forthwith, and may enter the premises to remove Lessee and any persons and property therefrom. In the event the Middleborough brings any legal action to enforce any of the terms of this lease or to obtain possession of the premises, Lessee shall pay all costs, including attorney's fees, so incurred by the Middleborough.
9. Notices: any notices required by this lease shall be in writing and shall be deemed served when delivered in hand, or when mailed, postage prepaid, return receipt requested, addressed to Lessee _____; and to the Town of Middleboro c/o Robert Nunes, Town Manager, 10 Nickerson Avenue, Middleborough, MA 02346.
10. Representatives: the rights and obligations of the Parties shall be performed by the Parties through the following representative: Lessee - _____; Robert Nunes, Town Manager, 10 Nickerson Avenue, Middleborough, MA 02346
11. Waiver: Waiver by Middleborough of any default in performance by Lessee or any of the terms or covenants of this lease shall not be deemed a continuing waiver of the default, or of any subsequent default.
12. Compliance with Laws: Lessee agrees to comply with all laws applicable to the premises and Lessee's use thereof including but not limited to town by-laws and regulations, state statutes and regulations, and federal statutes and regulations.
13. Miscellaneous. This Lease Agreement, the RFP and Response shall constitute the entire agreement between the Parties and shall supersede any prior written or oral representations made by the Parties. This Lease Agreement may not be modified unless such modification is received in writing and signed by authorized representatives of both Parties. This Lease Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

In WITNESS WHEREOF, the Parties have hereunto signed and sealed two originals of this Agreement on the day and year first written below.

FOR MIDDLEBOROUGH:

Robert Nunes, Town Manager

Date

FOR LESSEE:

Name:

Date

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