

Town of Littleton, NH
125 Main Street, Suite 200
Littleton, NH 03561
(603) 444-3996

LEASE AGREEMENT
Town Property

This lease is entered into on this ____ day of _____, 2011, by the Town of Littleton, Grafton County, NH, hereinafter referred to as “Lessor” and Littleton Area Historical Society, 120 Main Street, Littleton, NH, hereinafter referred to as “Lessee”.

FOR MUTUAL CONSIDERATION, it is hereby agreed as follows:

1. **PREMISES:** Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor a portion of the premises situated at 4 Union Street, Littleton, NH, said premises being known as the “Town Building.” The portion being leased consists of 4,184 square feet, and constitutes the ground floor of the building, also known as “the Riverview Level”. The leased portion is hereinafter referred to as “the premises”.
2. **TERM OF LEASE:** The term of this Lease shall be for five (5) years commencing on April 1, 2011 and ending on March 31, 2016.

The Term of this Lease shall automatically renew for one successive ten year term unless written Notice is given by either party to the other at least six (6) months prior to the expiration of the then Term. Notice may be given in hand or by first class mail to Lessor or Lessee at the addresses listed below.

3. The automatic renewal of this Lease pursuant to the provisions in paragraph 2 herein is subject to ratification by the voters of the Town of Littleton. During any renewal year for which the parties fail to issue written Notice of termination pursuant to paragraph 2, the Board of Selectmen agree to insert an article in their annual Town Meeting warrant seeking ratification of the five year renewal pursuant to RSA 41:11-a. In the event the voters do not ratify the five year renewal of this Lease Agreement, the automatic renewal provision in Paragraph 2 shall be null and void and this Lease shall renew for a one-year term to terminate on March 31 of the year following the Town’s vote. The Lessee assumes the full risk that the town voters may not ratify the renewal of the Lease Agreement.
4. **PAYMENT OF RENT:** Lessee shall pay to Lessor the sum of Sixteen Thousand Seven Hundred Thirty Six Dollars (\$16,730.00) per year, in monthly/quarterly/annual

installments unless other consideration is provided as documented in Appendix A and agreed upon prior to either party signing this Lease.

5. PAYMENT OF UTILITIES: Lessee shall pay for utilities as provided for in Appendix B.
6. INSURANCE: Lessee shall at all times throughout this Lease maintain general liability, fire and property loss insurance in like amounts specified in Appendix C on the premises. This coverage shall name the Town of Littleton, NH as an *Additional Insured*. Lessor is not responsible for insurance on any contents, personal property or equipment of the Lessee. Furthermore, the Lessee shall at all times carry Workers' Compensation Insurance as required by the Laws of the State of NH. Lessee shall provide Proof of Insurances to the Lessor. Lessee shall instruct its insurance carriers to notify the Town of Littleton of the termination of coverage(s) at least thirty (30) days in advance.
7. PERSONAL AND PROPERTY TAXES. Lessee shall be responsible for the payment of all real and personal property taxes that are assessed on the premises during the term of the lease, said amount to be prorated for each day during the assessment period on which the lease is not in effect. The Lessee shall be responsible for the payment of all real and personal property taxes on structures or improvements added to the premises by the Lessee. Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate the lease by the Lessor. The Lessor shall terminate the lease in the event the Lessee fails to pay the duly assessed taxes on or before the due date.
8. LIABILITY AND INDEMNIFICATION: The Lessor shall not be liable for any injuries or losses to the Lessee or third parties arising out of the premises during the period of this Lease. It shall be the obligation of the Lessee to protect against such injuries or losses. The Lessee agrees to hold the Lessor harmless for any damages or injuries that may arise from the Lessee's use, occupation or lease of the premises, and if any claims shall arise with respect to the Lessee's use, occupation or lease of the premises, the Lessee agrees to indemnify the Lessor for any costs, expenses or damages that the Lessor incurs as the result of such claims.
9. ASSIGNMENT OF LEASE: Lessee shall not assign or sublet the within premises without prior written consent of the Lessor nor shall the Lessee permit any group or individual to use the within premises without prior written consent of the Lessor.
10. ALTERATION OF PREMISES: Lessee shall have the right to make any physical alterations, with the dual and concurrent prior written approval of the State of New Hampshire, Department of Historical Resources and the Lessor, for the purpose of improving Lessee's operation provided any such alteration shall be at the total expense of the Lessee. Any alteration permanently attached to the structure shall remain the property of the Lessor at the time the Lessee vacates the premises or be removed by the Lessee at Lessor's option and the premises returned to its condition

before the start of this lease. No alteration or repair to the premises shall damage or disable electrical systems, alarm systems, elevator, or other major items listed in Paragraph 9 below. All alterations shall meet applicable building, health, life safety and fire codes.

Acceptance of this Lease by the Lessee constitutes acknowledgement that in April 2009, the Lessor gave the New Hampshire Department of Historical Resources an Easement on the Town Building that shall run for fifty (50) years – until April 2059. That easement contains the obligations upon the Lessor regarding maintenance and modification of the Town Building and responsibilities the Lessor accepted as part of the funding received from the National Park Service, Save America's Treasures Program. By accepting this lease, the Lessee acknowledges that Easement and accepts the imposition of the contents of that Easement upon themselves, their Officers and Members, now and in the future throughout the term of the Easement given by the Lessor. A copy of the Easement and any future modifications or changes accepted by the NH Department of Historical Resources shall be provided to the Lessee at the signing of this Lease and within seven days after receipt of any accepted modification or change thereto.

11. **REPAIRS AND MAINTENANCE:** Lessee will be responsible for repairs and maintenance except for major items that are not the fault of the Lessee. Major items include: structure, furnace, major plumbing not installed by tenant or predecessor, electrical systems leading to the electrical panel from which Lessee draws electricity, elevator, fire alarm and suppression systems.

Lessee is responsible for all changes, repairs, maintenance, and alterations made by Lessee. The Lessor reserves the right to approve all repairs, modifications, alterations and maintenance that affect the Town Building before work begins, throughout the period that work progresses and after work is complete. All work must meet the approval of the Lessor and the NH Department of Historical Resources as explained in the previous paragraph.

It shall be the responsibility of the Lessee to maintain the cleanliness and order of the areas occupied and controlled by the Lessee including common areas. The Lessor shall first notify the Lessee in writing of any situation or condition regarding cleanliness or order. If the condition remains unresolved after fifteen days from day Lessee receives notice from the Lessor, the Lessor shall have the right to cause the necessary work to be completed to correct the situation or condition and to bill the Lessee for the cost of work completed. The appeal of any such action shall be directly to the Littleton Board of Selectmen.

12. **REPOSSESSION:** If the Lessee shall fail to perform any of its agreements or covenants herein, the Lessor may declare this Lease to be violated by the Lessee and the Lessor may terminate the said lease, evict the Lessee and take possession of the premises. All costs of eviction proceedings on this basis, including attorney and other related legal fees, shall be paid by the Lessee. The Lessee shall be responsible

for all costs associated with repairing and cleaning the premises after the Lessee has vacated the premises, whether due to eviction or termination of the Lease pursuant to Paragraph 2 herein.

13. **LOSS OF USE:** If for any reason the space herein leased becomes unusable because of natural event, damage to the Town Building, health or safety issues or other causes beyond the control of the Lessor, the Lessor has no responsibility to find alternate space to accommodate the Lessee and is not financially or otherwise liable for the loss of use or expense incurred by the Lessee.
14. **MODIFICATION:** During the term of this Lease, the Lessor and Lessee may modify the provisions, terms and conditions of this Lease by mutual agreement. Any modification will be attached to the Lease Agreement. All other aspects of the Lease Agreement shall remain in full force and effect.
15. **SEVERABILITY:** Should any provision of this Lease or any portion of any provision of this Lease be held invalid or unenforceable according to law, the remaining portions shall not be affected thereby but shall continue in full force and effect.
16. **AGREEMENT:** This Lease, including Appendix A mentioned above (signed by both parties) constitutes the complete agreement between Lessor and Lessee with regard to the subject matter hereof and supersedes all prior written and oral agreements, representations, promises or understandings between the parties with respect to the subject matter hereof.
17. **CHOICE OF LAW:** This Lease is governed by and shall be construed in accordance with the laws of the State of New Hampshire.
18. **AMENDMENT:** Any amendment or modification of this Lease shall be in writing and executed by all parties hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands on the day and year first above written.

LESSOR

LESSEE

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Address for giving notices:

Address for giving notices:

STATE OF NEW HAMPSHIRE
GRAFTON COUNTY, SS.

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____ in his capacity as _____ of the Town of Littleton.

Before me,

Notary Public/Justice of the Peace
My Commission Expires: _____

STATE OF NEW HAMPSHIRE
GRAFTON COUNTY, SS.

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____ in his capacity as _____ of the Littleton Area Historical Society.

Before me,

Notary Public/Justice of the Peace

APPENDICES

Appendix A: Rent Amount

Littleton Area Historical Society: The annual lease payment to the Lessor is based upon Four (4) Dollars per square foot for the 4,184 sq. ft. contained within the Riverview Level of the Town Building.

The Lessor shall forgive lease payment because the Littleton Area Historical Society manages and maintains the historical character of the Town of Littleton, both oral and written.

Appendix B: Utilities

The Littleton Area Historical Society will pay four percent (4.0%) of heating costs billed to the Lessor. The Lessor bases the percentage cited herein on the basis of an estimate provided by Mark M. St. Pierre, Branch Manager, Lancaster Division, Rymes Heating Oils, Inc. The estimate came from that source at the request of the Littleton Area Historical Society and is acceptable to both the Lessor and Lessee until a more accurate measurement of utilities is available. The Littleton Area Historical Society will pay four percent (4.0%) of all other utility costs billed to the Lessor, including electricity, water and sewer. Lessor shall aggressively pursue more accurate measurement of utilities consumed by the Lessee and shall include the Lessee in planning and implementing those measurements. The provision of a more accurate measurement of utilities is contingent upon practical standards for the utility to be measured and approval and funding at Town Meeting.

Appendix C: Insurances

First Year Insurance Binders for Property and Liability (naming the Town of Littleton, NH as an *Additional Insured*) and for Workers Compensation Coverage are hereby attached and incorporated into Lease Agreement.