

## LEASE AGREEMENT

This Lease Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **St. Stephen's Episcopal Church** ("Lessor") and the **Town of Middlebury, Vermont** ("Lessee").

### WITNESSETH:

1. **Leased premises.** 3' X'3 area in basement of St. Stephen's Episcopal Church with access to electricity for the Town to locate a wall or rack mounted all-in-one device that is a switch, controller and firewall for the wireless system; allow the Town to set-up account with Comcast, or other internet service provider to provide access to the internet for the wireless system; allow the Town to mount an wireless access point, which has dimensions of approximately 14 x 8 x 3", to the exterior of the Church in a mutually-agreeable location; and run interior and exterior cables to support the system, in mutually-agreeable locations.

2. **Lease term; renewal.** The initial lease term is for one year, beginning May 15, 2023 and ending May 14, 2024. At the end of the initial one-year term, and annually thereafter, the lease will automatically renew for up to ten successive renewal terms of one year each, unless either party provides notice of nonrenewal to the other at least 90 days before the expiration of the current renewal term. The lease may be further extended by written agreement of the parties.

3. **Rent.** Lessee shall pay rent to Lessor annually in a single payment to be made on or before the first day of the initial lease term and of each renewal term. Rent for the initial one-year term and each renewal term will be One Dollar (\$1.00) per year. Lessor will not require a security deposit for this lease.

4. **Use of premises.** Lessee shall use the leased premises solely for locating equipment for a public internet access system, unless Lessor consents otherwise in writing.

5. **Lessee's access to premises.** Lessee may access the leased premises during Lessor's regular business hours. Access outside of Lessor's regular business hours will only be provided by prior agreement with Lessor.

6. **Lessor's access to premises.** If Lessor needs access to the leased premises for the purpose of conducting repairs or maintenance, Lessor will provide Lessee with reasonable advance notice, and the parties will work together to arrange a mutually agreeable time for the work to be done. In the case of an emergency that threatens imminent danger to persons or property, Lessor may enter the leased premises without prior notice or consent.

7. **Taxes; utilities; services.** Lessor shall be responsible for all property taxes, utilities, and services serving Lessor's property (including the leased premises).

8. **Surrender of property.** Upon the expiration or termination of this lease, Lessee shall remove all of equipment installed by Lessee, and shall return the leased premises to Lessor in the same condition as they were at the commencement of the lease, reasonable use and wear excepted.

9. **Insurance.** Lessor will be responsible for insuring Lessor's real property. Lessee will be responsible for obtaining any insurance it deems appropriate to cover any equipment installed by Lessee.

10. **Damage and Liability.** Lessee will be responsible for reimbursing Lessor for damage to the leased premises (other than ordinary wear and tear) caused by Lessee's use. Lessor will be liable for damage to Lessee's equipment caused by Lessor's negligence or other misconduct, but otherwise, the use of the leased premises will be at Lessee's own risk.

11. **Destruction of leased premises.** If the leased premises are substantially destroyed or damaged such that Lessee is no longer able to reasonably utilize the leased premises for their intended purpose, then either party may terminate this Lease by giving written notice to the other.

12. **Default and termination.** If Lessee fails to pay rent when due or otherwise fails to comply with its obligations under this Lease, Lessor may send a notice of default to Lessee describing the alleged noncompliance and directing Lessee to cure the noncompliance within 30 days. If Lessee fails to cure the noncompliance within 30 days of Lessee's receipt of the notice, Lessor shall have the right to terminate this Lease by written notice to Lessee. The date of termination shall be stated in the notice of termination and must be at least 15 days after the date the notice of termination is received by Lessee.

13. **Notice and addresses.** Any notice required under this agreement or pursuant to any law shall be hand-delivered or mailed to the other party at the address listed below, or to such other address as the receiving party may designate by giving written notice to the first party. Notice shall be deemed to have been given effectively as of the date it is actually received.

Lessor:

St. Stephen's Episcopal Church  
c/o \_\_\_\_\_  
3 Main Street  
Middlebury, Vermont 05753

Lessee:

Town of Middlebury  
c/o Town Manager's Office  
94 Main Street

Middlebury, VT 05753

14. **Assignment, subletting, and binding effect.** Lessor may transfer the leased premises, but subject to the terms of this Lease Agreement. Lessee may not assign or sublease the leased premises without Lessor's written consent.

15. **Counterparts.** This Lease may be simultaneously executed in two or more counterparts, all of which together shall constitute a binding agreement. Photocopies, facsimiles, and scanned electronic copies of this Agreement shall be binding on the parties to the same extent that an original would be.

16. **Recording.** Neither party shall record this Agreement, but upon request of either party, both parties shall sign and record a Memorandum of Lease in the Middlebury Land Records to place third parties on notice of the existence of this Agreement.

17. **Entire agreement; amendments.** This Lease constitutes the entire agreement between the parties and supersedes all prior leases and agreements between the parties, written or oral. No amendment hereto shall be effective unless set forth in writing and signed by all of the parties.

In witness whereof, the parties have executed this Agreement effective as of the date first stated above.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
St. Stephen's Episcopal Church, Lessor, by its Duly  
Authorized Agent

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Town of Middlebury, Lessee, by its Duly  
Authorized Agent

**Exhibit A**  
**(Diagram of Leased Premises)**

DRAFT