

# LEASE AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of February, 2012 between the Town of Ledyard, a municipal corporation situated in the County of New London and State of Connecticut (address: 741 Colonel Ledyard Highway, Ledyard, Connecticut 06339) and Southeastern Connecticut Regional Resources Recovery Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, situated in the County of New London and State of Connecticut (address: 132 Military Highway, Preston, Connecticut 06365)

## SECTION 1: RENT

The Town of Ledyard (hereinafter referred to as "Landlord") agrees to rent to Southeastern Connecticut Regional Resources Recovery Authority (hereinafter referred to as Tenant") certain space on the property described as 7 Hurlbutt Road, Gales Ferry, Connecticut 06335 (hereinafter referred to as the "Premises") for a period of time to commence on February 15, 2012 and end on February 15, 2013. The certain space, which the tenant shall rent, is further defined in attachment A.

## SECTION 2: SECURITY DEPOSIT

Landlord acknowledges that they continue to hold a security deposit in the amount of One Thousand and no/100 (\$1,000.00) dollars. Said deposit shall be refunded within thirty (30) days of the termination of this rental agreement along with a written accounting of disposition of said deposit after Tenant completely vacates the Premises as provided:

- a. No damage, other than normal wear and tear, has been done to the Premises, the furniture, or personal property, or fixtures.
- b. Premises are left clean. Landlord may deduct a portion of deposit to pay for certain cleaning if Premises are not left clean.
- c. All other conditions and terms of this agreement have been satisfactorily fulfilled.

The Landlord may use all or a portion of this security deposit as may be reasonably necessary to:

- a. Remedy Tenant defaults in payment of rent.
- b. Clean Premises if left uncleaned by Tenant
- c. Repair damages caused by Tenant to Premises or common areas during the period of tenancy or departure.

It is hereby understood that this security deposit shall not be used as the last months rent unless the Tenant fails to pay the last months rent. The Tenant will remain liable for any additional unpaid rent for any calendar month that cannot be covered by this security deposit after all cleaning and repairs are made to the Premises by the Landlord.

### SECTION 3: ACCESS AND SCHEDULE

Tenant shall allow the Landlord access to the Premises at reasonable times and upon reasonable notice for the purposes of inspect, making necessary repairs, or showing the premises to prospective Tenant or purchasers unless in the event of an emergency during which the Landlord may enter the property at their discretion to ascertain the situation or remedy the emergency. The Landlord shall provide to the Tenant's representative a key to access the Premises.

### SECTION 4: NOTICE

If rent is not paid by the 15<sup>th</sup> day of any given calendar month, Landlord may serve the Tenant with a Notice for the Tenant to quit the Premises. If Landlord agrees to accept payment of rent in full and late fees after servicing notice, Tenant is subject to an additional One Hundred Dollar (\$100) fee for preparing and serving the notice.

### SECTION 5: IMPROVEMENTS, DAMAGES AND REPAIRS

Tenant agrees to pay for all damages to the Premises or common areas done by the Tenant or their invitees. Tenant agrees to upgrade, at its own cost, portions of the rented space, to include paint, new carpet, buffing of floors and installation of utility lines, such as phones, internet, etc. Tenant agrees not to proceed with the work until it has received specific written permission from the Landlord.

All requests by the Tenant for service and repairs, except in the case of an emergency are to be in form of writing. Tenant agrees to keep the premises in good order and condition and to pay for any repairs caused by their negligence, misuses, or that of its invitees.

It is mutually agreed that it is the Tenant's responsibility to repair certain items, such as windows broken or damaged subsequent to the Tenant's occupancy at Tenant's expense. If Tenant is unable or unwilling to repair broken or damaged windows within a reasonable amount of time, Landlord may make such repairs and charge the Tenant. The cost of the repairs must not exceed the lowest bid by a competent worker. At the Landlord's sole discretion and in the interest of protecting the property from further damage, the Landlord may elect to avoid to bid and award a contract for the repair of such damage caused by the Tenant if time is of the essence to repair the damage to prevent further material damage from occurring to the property and the Premises. Tenant shall not be held responsible for damage to those portions of the building not under their control unless such damage is a result of Tenant's negligence.

### SECTION 6: USE

The Premises are to be used for the Tenant's education center and regional office. Tenant agrees not to disturb, annoy, endanger, or inconvenience neighbors, nor use the premises for any unlawful purpose, nor violate any law, ordinance, nor commit waste or nuisance upon the Premises.

## SECTION 7: UTILITIES

In addition to the payment of \$1,000.00 per month rent, Tenant shall pay for its own separate utilities, such as phone and internet use. Landlord shall pay for municipal water, sewer, electric and heat. Tenant shall be responsible for custodial upkeep of its portion of the Premises and remove any trash or debris as a result of their operation.

## SECTION 8: INSURANCE

The Landlord shall obtain liability insurance to cover the premises. Tenant is aware that Landlord's insurances do not cover personal property and the Tenant is encouraged to secure a Tenant's insurance policy. Tenant hereby indemnifies and agrees to hold harmless the Landlord for any damages that may occur to their personal property as a result of fire or other incidences within the Premises. Tenant is hereby advised to obtain renters insurance to cover damages to their personal property. In addition, the Tenant shall produce a certificate of insurance naming the Landlord insured against any incident that may occur on the Premises as a result of the Tenants operations on the Premises. Such policy shall cover the Landlord in an amount of not less than \$1,000,000 per incident. Such policy shall require that the Landlord will be notified if such policy is cancelled.

## SECTION 9: HAZARDOUS MATERIALS

Tenant agrees not to keep or use on the Premises any materials, which an insurance company may deem hazardous, or to conduct any activity which increases the rate of insurance for the Landlord.

## SECTION 10: NEGLIGENCE

Tenant agrees to hold the Landlord harmless from claims of loss or damage to property, injury, or death to persons caused by the negligence or intentional acts of the Tenant or their invitees.

## SECTION 11: EMERGENCIES

In the event of an emergency involving the Premises, the Tenant shall immediately call the Landlord at 860-464-3222 or other phone number as the Landlord may from time to time designated, and reports the problem.

## SECTION 12: ATTORNEY'S FEES, LITIGATION, MEDIATION, ARBITRATION

If either party brings action to enforce any terms of this agreement or recover the possession of the Premises, the prevailing party shall be entitled to recover from the other party its costs and attorney's fees. Any mediation, arbitration, or litigation that should occur between the parties arising in this contract shall be conducted in New London County, Connecticut.

### SECTION 13: HOLD OVER

If after the date of termination of the tenancy of this lease, Tenant is still holding possession of the premises, it will be considered holding over, and all provisions of this lease shall remain in effect with the exception that landlord shall be required to give Tenant only sixty (60) days of written notice to vacate the Premises. During such holdover period, Tenant shall be obligated to continue to pay the rent herein provided and if, for a portion of a month, the rent will be pro rata.

### SECTION 14: OTHER CONDITIONS

Each provision herein containing words used in the singular shall include the plural where the context requires. If any item in this agreement is found to be contrary to federal, state or local law, it shall be considered null and void and shall not affect the validity of any other item or section found in this agreement. The waiver of any breach of any of the terms and conditions of this lease shall not constitute a continuing waiver or a subsequent breach of any of the terms or conditions herein. The foregoing constitutes the entire agreement between the parties and may be nullified or changed only in writing and signed by both parties. The Tenant acknowledges that the property is for sale and agrees to vacate the Premises within ninety (90) days of written notice should the Landlord secure a purchase and sale agreement on the property. Should such notice be given, the lease terms shall be abated to reflect the actual time occupied by the Tenant on a monthly basis. Both parties have executed this lease in duplicate and hereby acknowledge their receipt of an original on the day and year first above written. Time is of the essence in this agreement.

### SECTION 15: AMENDMENT OF LEASE AGREEMENT

The terms of this agreement may be amended provided that both the Tenant and the Landlord agree to such a change in writing. Any amendment shall become an addendum to this lease.

TENANT AND LANDLOR HEREBY CONSENT AND AGREE TO ALL OF THE TERMS NAMED ABOVE:

TOWN OF LEDYARD

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

Its Mayor

Southeastern Connecticut Regional  
Resource Recovery Authority

By \_\_\_\_\_

Its \_\_\_\_\_