

COOPER BUILDING  
INDENTURE OF LEASE

THIS INDENTURE OF LEASE made and entered into this 4<sup>th</sup> day of January 2017, by and between the City of Warwick, a municipal corporation created under the laws of the State of Rhode Island, and located in the County of Kent in said state, hereinafter called the "Lessor" and the Boys & Girls Clubs of Warwick, a Rhode Island non-profit corporation, hereinafter called the "Lessee."

WITNESSETH

That the Lessor, for and in consideration of the rent and other valuable consideration hereinafter described, does hereby demise and lease unto the Lessee a defined portion of the premises identified as the Cooper Building located at 885 Sandy Lane, and as listed on Warwick Tax Assessors Plat 349, Assessors Lot 1035 (the "Demised Premises").

TO HAVE AND TO HOLD the Demised Premises shall be set and established by the City of Warwick for the use of youth recreational activities, together with storage for items of property belonging to the Lessee for a period of ten (10) years, from the 1<sup>st</sup> day of July 2017, 2017, unless sooner terminated as provided further herein, yielding and paying therefore, during said term an annual rental in the sum of One Dollar (\$1) due and payable annually on the day of the new lease year.

Such notice to terminate shall be given six (6) months prior to the intended date of termination. Termination of the lease shall also occur if, at sometime, the Lessee ceases to operate as a viable nonprofit agency. Such determination shall be made in common by representatives of the Lessee and the Lessor and if necessary a neutral arbitrator agreeable to both parties or in the absence of such agreement, by an arbitrator selected by the American Arbitration Association. Consideration shall be given to the level and quality of services offered by the Lessee, as well as the financial stability of the organization. If it is determined that the Lessee is no longer a viable organization, vacancy of the properties herein described shall be accomplished within sixty (60) days of such determination. In the event that the Lessor sends notice by registered mail to the Lessee at the Lessee's primary office [add address] that the Lessee has ceased to operate and the Lessee does not respond to said notice in writing to be

received by the Warwick City Finance Department within ten (10) days, then it shall be conclusively determined that the Lessee has ceased to operate as a viable organization and the Lessor shall have the absolute right to terminate this lease and re-enter the Demised Premises without further action being necessary.

It is agreed upon between the parties hereto that in addition to the hereinabove described premises, together with the buildings and improvements which are situated thereon, this lease will include all such equipment, furniture, and other contents of the building as are owned by the Lessor and located on the above described Demised Premises. It is understood and agreed that all contents of the building that have been purchased or will be purchased by the Lessee are and will remain the Lessee's property and not part of this lease.

It is further understood and agreed that the Demised Premises shall, in addition to the permitted use by the Lessee, be used as a multi-purpose community center that will serve the Warwick community and vicinity, and that the leased premises may be used as a polling place. No other activity or use of the Demised Premises shall be permitted without further written agreement of the Lessor.

The Lessee shall not improve, alter or renovate the Demised Premises in any manner without first obtaining the expressed written consent of the Lessor, except for painting, and mounting objects on the walls.

The Lessee agrees to maintain the Demised Premises in good condition except that equipment and other contents which have, in the judgment of the Lessee, and with the consent of the Lessor, become obsolete will be removed from the Demised Premises and discarded or conveyed to the Lessor, at the Lessor's option.

The Lessee shall develop a master schedule for the use of the Demised Premises with the Warwick Parks and Recreation Department or as otherwise designed by the Lessor at the start of each calendar year. The Lessor reserves the right to override any previously scheduled activity in the event of an emergency.

The Lessee agrees to save the Lessor harmless from liability for any injury or damage to either person or property arising out of the Lessee's use of the Demised Premises unless said injury or damage is caused by the Lessor. Further, the Lessee agrees to carry liability insurance on the Demised Premises and named the Lessor as an additional insured on that said policy of

insurance in amounts set by the Lessor and furnish to the Lessor annually with a certificate from the insurance company that said insurance is in full force and effect.

Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by the Lessee or by any person whosoever may at any time be using or occupying or visiting the Demised Premises or be in, or about the same whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or any occupant, visitor, or user of any portion of the premises, or shall result from or may be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or the things above set forth, and Lessee shall indemnify Lessor against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death or damage. Lessee hereby waives all claims against Lessor for damages to the building and improvements that are now on or hereinafter placed or built on the Demised Premises, and to the property of Lessee in, on, or about the Demised Premises, and for injuries to persons or property in or about the Demised Premises, from any cause arising at any time. The two preceding sentences shall not apply to: (i) loss, injury, death or damage arising by reason of the negligence or misconduct of Lessor, their agents, or employees, and (ii) loss, injury, death or damage arising by reason of the negligence or misconduct of individuals or entities outside the control of Lessee. The cost of insurance shall be borne by the Lessee, and any improvements which are an integral part of the building shall become the property of the Lessor upon termination of this lease.

Should the property and/or Demised Premises be damaged by fire or other unavoidable casualty so as not to be usable, or should the property be taken by eminent domain or otherwise taken or seized under law by public authority or if the Lessee should cease to exist as a corporate body or vacate the Demised Premises, this lease will terminate and the obligations of the parties hereto cease and terminate. Lessee agree to pay to the Lessor out of any insurance proceeds recovered, that part attributable to the building and such contents as may be the property of the Lessor as of the date the lease had been scheduled to terminate.

Lessee shall not be liable for taxes, water, gas, heat, light, telephone service, sewer use and assessments, and other public utilities of any kind furnished to the Demised Premises throughout the term thereof, except for services installed exclusively for the benefit of the Lessee at the Lessee's direction.

The Lessor reserves the right to enter upon said Demised Premises at all reasonable times for the purpose of viewing the same or for any other legal purpose. Subject to Lessor's foregoing right to enter the Demised Premises, the Lessee shall have the right to secure the portions of the Demised Premises used by Lessee and to control who may enter and use such areas. The Lessee shall not assign this lease nor sublet the premises or any portion thereof.

IN WITNESS WHEREOF, the said City of Warwick and the Boys and Girls Club of Warwick by their duly authorized officers, have caused these presents to be executed and there seals to be hereunto affixed this 20<sup>th</sup> day of December, 2016.

City of Warwick

By: [Signature]

Mayor

Boys and Girls Club of Warwick

By: [Signature]

President

STATE OF RHODE ISLAND  
COUNTY OF KENT, SC

In Warwick on the 30<sup>th</sup> day of December, 2016, before me personally appeared Scott Avedisian, Mayor of the City of Warwick, to me known by me to be the person executing the foregoing instrument for and on behalf of said City of Warwick, who, being by me duly sworn, did depose and say that he signed his name hereto by authority of said City of Warwick and acknowledged the said lease as the free act and deed of said City of Warwick.

[Signature]

Notary Public

# 41983

STATE OF RHODE ISLAND  
COUNTY OF KENT, SC

In Warwick on the 4<sup>th</sup> day of January, 2017, before me personally appeared Lara D'Antuono, of the Boys and Girls Club of Warwick, to me known by me to be the person executing the foregoing instrument for and on behalf of said Boys and Girls Club of Warwick, who, being by me duly sworn, did depose and say that they signed their name hereto by authority of said Boys and Girls Club of Warwick and acknowledged the said lease as the free act and deed of said Boys and Girls Club of Warwick, Inc.

[Signature]

Notary Public

# 751475