

House of Hope – Shippen Avenue

INDENTURE OF LEASE

THIS INDENTURE OF LEASE made and entered into this _____ day of _____, 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 House of Hope Corporation, a Rhode Island non-business corporation, hereinafter called the “Lessee”.

WITNESSETH

That the Lessor, for and in consideration of the rent and other valuable consideration hereinafter described, does demise and lease unto the Lessee the premises identified as 65 Shippen Avenue located on Warwick Tax Assessors Plat 307 Lot 89.

TO HAVE AND TO HOLD the demised premises for a period of ten (10) years, from the _____ day of _____, unless sooner terminated as provided further herein, yielding and paying therefore, during said term an annual rental in the sum of One Dollar (\$1.00) 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 some time, the House of Hope Corporation ceases to operate as a viable nonprofit agency. Such determination shall be made in common by representatives of the House of Hope Corporation and the City of Warwick 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 House of Hope Corporation, as well as the financial stability of the organization. If it is determined that the House of Hope Corporation is no longer a viable organization, vacancy of the property 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

demised premises that the House of Hope Corporation has ceased to operate and the House of Hope Corporation 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 House of Hope Corporation 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 buildings as are owned by the Lessors and located on the above described premises. It is understood and agreed that all contents of the building that have been purchased or will be purchased by the Lessee are its property and not part of this lease.

It is further understood and agreed that the leased premises shall be used as transitional housing and other related support services of the House of Hope Corporation that will serve the City of Warwick community and vicinity and no other activity or use 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. Any improvements to the exterior structure shall be reviewed and approved by the Warwick Historic District Commission.

The Lessee agrees to maintain buildings, equipment and other contents in good condition except that equipment and other contents which have, in the judgement of the Lessee become obsolete and will be removed from the premises and discarded or conveyed to the Lessors, at the Lessor's option.

The Lessee agrees to maintain the grounds including snow removal from the parking lot, driveway, walkways and entrances.

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

Lessors 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 way result from or 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 or different kind than the matters or things above set forth, and Lessee shall indemnify Lessors against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. Lessee hereby waives all claims against Lessors for damages to the building and improvements that are now on or hereinafter placed or built on the premises, and to the property of the Lessee in, on, or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of Lessors, their agents or employees. The cost of insurance and of all improvements, exterior and interior shall be borne by the Lessee, and any improvements which are an integral part of the building shall become the property of the Lessors upon termination of this lease.

Should the property 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 leased premises, this lease will terminate and the obligations of the parties hereto cease and terminate. Lessee agrees 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 Lessors as of the date the lease had been scheduled to terminate.

Lessee shall fully and promptly pay for all taxes, water, gas, heat, light, telephone service, sewer use and assessments, and other public utilities of any kind furnished to the premises throughout the term thereof, and all other costs and expenses of any kind whatsoever of or in connection with the use, operation and maintenance of the premises and all activities conducted thereon, and the Lessors shall have no responsibility of any kind thereof.

The Lessors reserve the right to enter upon said premises at all reasonable times for the purpose of viewing the same or for any other legal purpose.

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 House of Hope Corporation by their duly authorized officers have caused these documents to be executed and their seal's to be hereunto affixed this _____ day of _____.

City of Warwick

By: _____

Mayor

House of Hope Corporation

By: _____

President

STATE OF RHODE ISLAND

COUNTY OF KENT

In Warwick on the _____ day of _____, before me personally appeared Frank J. Picozzi, 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.

Notary Public

STATE OF RHODE ISLAND
COUNTY OF KENT

In Warwick on the _____ day of _____, before me personally appeared _____, of the House of Hope Corporation, to me known by me to be the person executing the foregoing instrument for and on behalf of said House of Hope Corporation, who, being by me duly sworn, did depose and say that he signed his name hereto by authority of said House of Hope Corporation and acknowledged the said lease as the free act and deed of said House of Hope Corporation.

Notary Public