

## LEASE AGREEMENT

DATE: \_\_\_\_\_

This agreement is made and entered into by and between The Wing Center of Morrisville, Vermont (hereafter "Lessor") and \_\_\_\_\_ (hereafter called "Lessee").

1. **DEMISE, TERM, RENT:** Lessor leases to Lessee and Lessee leases from Lessor that portion of Lessor's premises described below and located at 24 Upper Main Street in Morrisville, Vermont, as herein below set forth for term commencing on \_\_\_\_\_.
2. **RENT:** An annual rental of \$\_\_\_\_\_ shall be payable at the rate of \$\_\_\_\_\_ per month, payable in advance on the first day of each month. The term of the lease shall be \_\_\_\_\_ months, ending on \_\_\_\_\_. This Agreement may be renewed upon mutual agreement of the parties.

Rent checks should be mailed to: *The Wing Center, P.O. Box 844, Morrisville, VT 05661.*

3. **DAMAGE DEPOSIT:** A deposit of \$250 shall be payable prior to the commencement of the Lease. The deposit will be held in an interest-bearing account and be returned to Lessee at the end of the lease period upon satisfactory inspection by the Lessor.
4. **SCHEDULE:** The Lessee plans to use the space on the days and times listed below:

Mon       Tues       Wed       Thurs       Fri       Sat       Sun

Times: \_\_\_\_\_

5. **MAINTENANCE OF BUILDING:** The Lessor and the Lessee shall respectively leave the building area in a neat, clean, and sanitary condition following each use.
  - a. Lessee is responsible for removing any furniture, equipment, trash, recycling, decorations, or other items brought by the Lessee or their clients.
  - b. Smoking/vaping is not permitted anywhere inside the building, and within 25 feet of the building as required by Vermont State Law.
    - *No candles or open flames are allowed in the facility.*
  - c. Alcohol is not permitted to be consumed on or around the premises unless the event is catered by a licensed vendor and with prior approval of the board.

d. Parking is limited to the street or municipal lot across Upper Main Street. Please do not allow use of the handicap parking spaces to anyone who does not qualify for use of these designated spots. The parking areas behind the building or in the Cumberland Farms parking lot should not be used for parking.

e. In the case of emergencies, after calling 911, the Lessee shall immediately contact the following individuals, in order, until someone is reached:

Gloria Wing: 802.888.2426

Roy Ward: 802.279.0159

Sarah Kourkoulis: 802.595.2403

Dawn Archbold: 802.888.2426

## 6. UTILITIES

a. Heating Fuel: The Lessor shall be solely responsible for the cost of all heating fuel consumed on the premises.

b. Internet service: The Lessee shall be solely responsible for the cost of maintaining its own internet service on the premises.

c. Trash removal: The Lessee shall be solely responsible for the trash removal generated by the Lessee from the premises after each use.

## 7. INSURANCE

The Lessor shall maintain an insurance policy covering damage by fire and other hazards, as well as public liability. The Lessee shall maintain public liability insurance and insurance covering its personal property on the premises. Lessee will do nothing to increase the premiums of insurance for the Lessor and if Lessee does so, Lessee will be responsible for paying the premium increase.

a. Lessor and Lessee, together and separately, waive any right of subrogation or any right in tort against the other party, its agents or assigns, for damages to the premises or to persons more than the insurance policy provision herein.

## **8. REPAIR AND MAINTENANCE**

The Lessor shall maintain in a reasonable state of repair the roof, exterior walls, foundation, plumbing, electrical and heating systems. The Lessee shall not engage in any activity that will damage the premises, normal wear and tear excepted.

The Lessor shall not be responsible for damage by water or otherwise which is sustained by the Lessee because of the Lessee's negligence during its time of use. The Lessee shall not be responsible for damage by water or otherwise which is sustained because of the Lessor's or other Lessees' negligence during its time of use. The Lessor shall repair as promptly as possible any defects in the roof, foundation, or outer walls not caused by the negligence of Lessee, its employees, or visitors. All other repairs and maintenance not mentioned above and of any nature whatsoever are to be made at the sole expense of the Lessor.

- a. The Lessee agrees to be financially responsible for any damage to the building or equipment provided by the Lessor and to accept full responsibility and to compensate the Lessor for any damage.

## **9. LOSS BY FIRE OR OTHER CASUALTY**

In the case of damage by fire or other casualty to the premises, if the damage is extensive enough to cause the premises to be unfit for use or occupancy, the Lessor may, at its sole discretion, declare this lease null and void. In that case, all rights and responsibilities between parties shall be terminated.

## **10. TERMINATION BECAUSE OF DEFAULT**

After occupancy of the premises, if either party shall fail to comply timely with any of the terms of this agreement, and such default continues for 60 days after written request from the complaining party, the complaining party shall have the option of declaring this agreement terminated and the premise shall revert back to the Lessor. Notice shall be given via certified mail, return receipt requested, so a record can be kept of the transaction for both parties.

In the event any dispute arising between the parties cannot be resolved through mutual effort, mediation between parties shall be attempted for a minimum of two (2) meetings. Additional meetings may be attempted if mutually agreed upon by the parties. Should mediation fail to resolve the dispute, parties may result in litigation in a court of competent authority.

The prevailing party shall recover from the non-prevailing party, reasonable attorney fees as determined by the court in which the litigation takes place, together with court costs of the litigation.

**11. TERMINATION UPON NOTICE**

After occupancy of the premises pursuant to lease commencement, either party may terminate this lease without cause by giving the other party written notice of termination at least 90 days prior to the intended termination date. Notice shall be given by certified mail, return receipt requested, and shall be construed as delivered by the postmark date of the mailing.

**12. SUBLEASING**

The Lessee shall not assign, mortgage, or encumber this lease nor sublet the premise.

**13. LOCAL LAWS, LIMITATION ON USE, AND ENJOYMENT**

The Lessor and Lessee shall comply with all laws and ordinances applicable to the use of the demised premises. The Lessor covenants that the Lessee shall peaceably and quietly have, hold, and enjoy the premises for the term and under the conditions of the lease.

**14. MODIFICATION**

The terms of this lease shall not be altered, amended, or modified except in writing, approved by the Board of Directors, and signed by both parties.

**15. KEYS TO THE PREMISE | SIGNAGE**

At the commencement of this lease, the Lessor shall provide a front door access key code to the Lessee. The Lessee, its agents, employees, and representatives, shall not share the code with anyone.

Lessee shall place no signs on the premise without the Lessor's written permission.

**16. INDEMNITY**

The Lessor and Lessee agree, to the fullest extent permitted by law, to indemnify and hold the other harmless from any and all damage, liability, or cost (including reasonable attorney's fees and defense costs) to the extent caused by its own negligent acts, and those of anyone for whom it is legally liable, including other Lessees, and arising from the provision that are the subject of this Lease. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence. Both parties agree that maintaining good and safe passages on exterior stairs, ramps, entrances, and sidewalks is the responsibility of the Lessor.

**17. CHOICE OF LAW**

This Agreement shall be governed by the laws of the State of Vermont to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceedings may be instituted.

**18. EXECUTION**

This Lease shall be executed in duplicate and executed photocopies of the same shall, for all intents and purposes, serve as the original.

IN WITNESS WHEREOF, the parties have signed this Lease Agreement on this date: \_\_\_\_\_

On behalf of The Wing Center

Lessee

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

802.888.4302  
thewingcentervt@gmail.com  
TheWingCenter.org

Name of Entity: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_