

LEASE AGREEMENT

This Lease Agreement ("Lease") made this 10th day of December, 2020, is between the Town of Bolton (hereinafter referred to as LESSOR), acting by and through its Board of Selectmen, whose address is Town Hall, 663 Main Street, Bolton, MA 01740 and Bolton Access Television Corporation, a Massachusetts non-profit corporation, with an address of 697 Main Street, Bolton, MA 01740 (hereinafter referred to as LESSEE).

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

I. PREMISES

The LESSOR hereby leases to the LESSEE the Houghton Building located at 697 Main Street, Bolton, Massachusetts, which Houghton Building consists of a two-story building approximately 35 feet wide by 50 feet long (being approximately 3,500 square feet in area), including the land upon which it sits, together with reasonable access and parking beside the building. The Houghton Building, land, access, and parking are collectively referred to herein as the "Premises".

II. TERM

(1) Lease Commencement. The effective commencement date of this Lease shall be January 1, 2021. (the "Lease Commencement Date").

(2) Lease Term; Extension. The term (the "Term") of this Lease shall be for a period of five (5) years commencing on the Lease Commencement Date and terminating on the day immediately preceding the tenth (fifth (5th) anniversary of the Lease Commencement Date (the "Expiration Date") unless terminated earlier by either party upon providing sixty (60) days written notice. However, provided Lessee is not then in default under any of the terms of this Lease, the Lease shall be renewable for an additional one (1) year term by providing written notice of such extension to Lessor ninety (90) days prior to the original Expiration Date and upon the receipt of such notice by Lessor, the "Expiration Date" shall be the new date as so extended.

(3) Relationship of the Parties. The Lessee, its officers, agents, servants and employees in the performance of this Lease shall act in an independent capacity and not as officers, agents, servants or employees of the Lessor. Likewise, the Lessor, its officers, agents, servants or employees who participate in the performance of this Lease are not agents of the Lessee.

III. USE

The Premises shall be used by the LESSEE for the purpose of conducting itself as the P.E.G. (Public, Education, and Government) Access Provider for the Town of Bolton and the provision, operation and maintenance of a facility associated with the production and creation of community cable programming. Primary use of the Premises will include the storage of recording and editing equipment for the production, editing and/or broadcast of content for the Bolton cable access channel. At no time will the Premises be used or rented out for the production or editing of content not intended for broadcast on the Bolton cable access channel or for any other purpose not related to the LESSEE's purpose as the P.E.G. Access Provider.

IV. RENT

(1) LESSEE covenants and agrees to pay to LESSOR, at the address set forth above or at such place as LESSOR shall from time to time designate by notice given to LESSEE at least thirty (30) days in advance, monthly rent for said demised Premises at the rate of Six Hundred and 00/100 (\$600.00) per month.

(2) LESSOR shall also be responsible for all utility costs associated with the use of the Premises including, heat, electricity and water.

V. LESSEE'S RIGHTS AND OBLIGATIONS

- 1) The LESSEE shall have the right to improve, alter, remodel, or modernize (structurally and otherwise), at its own expense, the Premises to such extent as it shall deem advisable for its purpose, with prior approval from the LESSOR. All improvements must be approved by the Board of Selectmen prior to construction. The LESSEE shall seek written permission from the Bolton Town Administrator prior to beginning construction, and obtain all required building and other permits and inspections. All structural improvements undertaken by the LESSEE shall inure to the Premises and shall become the property of the LESSOR upon the termination of the Lease. If the LESSOR chooses to terminate the lease within the first three (3) years, LESSOR agrees to reimburse LESSEE's PEG funding account for improvements and remodeling not related to operation of the cable programming facility. When renovations are completed, the LESSEE and the Town Administrator shall memorialize a description and dollar value of the improvements not for cable operation.
- 2) During the full term of this lease, and any extension thereof, the Premises shall be under the care and control of the LESSEE subject to the right of the LESSOR or its duly authorized agents to enter upon the Premises for purposes of examining and inspecting same, to protect the property or persons in the Town, to enforce the terms of this Lease or for any other purpose at reasonable times and after providing twenty-four (24) hours oral notice to the LESSEE. The LESSOR's exercise of its rights hereunder shall not interfere with the use of the Premises by the LESSEE, except that the LESSOR or its agents may enter the Premises without prior notice in cases of emergency. The LESSOR may enter the building without notice to access any and all areas located on the first floor of the building.
- 3) The LESSEE shall have the obligation to make routine repairs to the interior of the Premises and maintain the same during the terms of this lease, and to do so without prior approval of the LESSOR.

VI. INDEMNIFICATION

LESSOR. LESSEE agrees to indemnify and save LESSOR harmless against and from any and all claims, damages, costs and expenses to any person or property on the Premises or arising out of LESSEE'S use and occupancy of the Premises. If any claim or proceeding is brought, naming the LESSOR as a party by reason of any such claim or proceeding, LESSEE, at its own cost and expense, upon written notice from LESSOR, agrees to undertake forthwith to defend such action or proceeding and hold the LESSOR harmless and indemnify the LESSOR against any liability thereon which may be asserted or imposed.

VII. QUIET ENJOYMENT

The LESSEE, upon the performance of all terms of this lease to be performed by it, shall at times during the term of this lease and any extension thereof, peaceably and quietly enjoy the Premises, without disturbance from the LESSOR or from any other person claiming through the LESSOR.

VIII. INSURANCE

Lessor will provide fire and property damage insurance as part of its blanket insurance coverage for all public buildings. LESSEE shall, at LESSEE'S expense, obtain and keep in force during the term of this Agreement, and during any extensions thereof, a policy of comprehensive public liability and property damage insurance insuring LESSEE, and LESSOR as an additional named insured, against any claim of liability arising out of LESSEE'S use or occupancy of the Premises as follows:

General Liability: Limits of \$2,000,000 for any one occurrence and \$2,000,000 aggregate. General Liability coverage must also include medical payments of \$5,000.

Umbrella: Limits of \$1,000,000

In the event that any such policy is proposed to be terminated, not renewed or otherwise canceled for any reason whatsoever, be it by the insurance company or the LESSEE, the LESSEE shall also immediately and prior to the effective date of such termination, cancellation or non-renewal provide equivalent substitute policies in like qualified companies and in like amounts to the LESSOR. Upon failure to provide such substitute policies the LESSOR may secure equivalent insurance coverage and the LESSEE shall, upon demand, pay the total premium charges thereon either directly to the insurance companies or reimburse the LESSOR for the premiums if paid by the LESSOR.

LESSEE shall provide separate insurance for its cable programming facilities and equipment for loss or damage to those facilities or equipment.

In addition, the LESSEE shall provide evidence of workers' compensation coverage for its employees as required by Massachusetts General Law, if applicable.

IX. CONDITION OF PREMISES; ACCEPTANCE OF PREMISES

LESSEE hereby acknowledges that it is familiar with and has had the opportunity to investigate the condition of the Premises and accepts the Premises, including all fixtures, furnishings and equipment, in its present condition, state of repair and operating order and in its present "AS IS" condition, and that neither LESSOR, nor any of LESSOR's agents, has made any oral or written representations or warranties with respect to said matters. Correction of any non-compliance with respect to any of said matters shall be the obligation of LESSEE at LESSEE's sole cost and expense.

X. LOSS OR DAMAGE.

All personal property in or on any part of the Premises within control of the LESSEE shall be at the sole risk of the LESSEE. The LESSOR shall not be liable for damage to or loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water or otherwise, while on the Premises or in storage on the Premises.

XI. DEFAULT.

This Lease is made on condition that if LESSEE should neglect or fail to perform or observe any of the terms, provisions, conditions and covenants herein contained and on the LESSEE'S part to be performed or observed for a period of thirty (30) days after receipt by the LESSEE of notice of such neglect or failure or if the leasehold hereby created shall be taken on execution, or by other process of law, and such execution or other process is not satisfied or discharged within thirty (30) days thereafter or prior to a sale under said execution or other process which ever first occurs, or if any assignment shall be made of the LESSEE'S property for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of all or any part of the LESSEE'S property by a Court of competent jurisdiction, or if a petition is filed by the LESSEE under any bankruptcy law for relief or composition of its debts, or if the LESSEE is declared bankrupt then, and in any of said cases, the LESSOR lawfully may immediately or at any time thereafter and without demand or notice enter upon the Premises or any part thereof in the name of the whole and repossess the same, as of the LESSOR'S former estate and expel the LESSEE and those claiming through or under the LESSEE and remove its effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or proceeding breach of covenants, and upon such entry, may terminate this Lease; and the LESSEE covenants in case of such termination to pay and be liable for, charges reserved as would under the terms of this Lease become due if this Lease had not been terminated or if LESSOR had not entered or reentered as aforesaid, and the LESSEE covenants to pay and be liable for all losses and damages suffered by reason of such termination, including, but not limited to, the costs of legal counsel retained by the LESSOR and all expenses of the LESSOR for enforcement hereunder.

XII. NOTICES.

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows and shall be deemed received as of the earlier date five days after the date of the postmark or actual receipt hereof.

LESSOR: Board of Selectmen
Town of Bolton
663 Main Street
Bolton, MA 01740
and
Town Administrator
Town of Bolton
663 Main Street
Bolton, MA 01740

LESSEE: Bolton Access Television Corporation
Houghton Building
697 Main Street
Bolton, MA 01740

XIII. COMPLETE AGREEMENT.

This Lease contains all the agreements, promises and understandings between LESSOR and LESSEE and no oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any disputes, controversy or proceeding at law, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing and signed by the parties hereto.

XIV. CONTROLLING LAW.


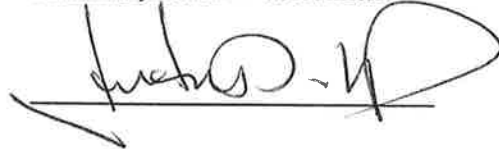
This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts.

XV. ASSIGNMENT.


The LESSEE shall not assign or sublet the Lease without the LESSOR'S prior written consent, acting by and through its Board of Selectmen; said consent to be entirely at the discretion of the Board of Selectmen. Any attempts by LESSEE to assign or sublet the Lease without LESSOR'S consent shall be void and shall terminate this Lease, at LESSOR'S option

In witness thereof, the parties hereto have caused this lease to be signed and sealed by their duly authorized officers.

LESSOR:
TOWN OF BOLTON

By: 
Chairman, Board of Selectmen


LESSEE:
BOLTON ACCESS TELEVISION CORP.

By: 
Title: Executive Director

*Authorization to bind Bolton Access Television, Corporation and enter into this Lease Agreement is attached hereto.

