

ESSEX ART ASSOCIATION

LEASE AGREEMENT

This Lease, dated the **xxth day of xx, 201x** between The Essex Art Association, Inc., hereinafter referred to the Landlord, and **RENTER'S NAME**, hereinafter referred to as the Tenant,

Witnesseth: That the Landlord hereby demises and leases unto the Tenant, and the Tenant hereby hires and takes from the Landlord for the term and upon the rentals hereinafter specified, the premises described as follows, situated in the town of Essex, County of Middlesex and the State of Connecticut an art Gallery located on 10 North Main Street, Essex.

The term of this demise shall be for **XX** days beginning **DAY, MONTH DAY, 201X** and ending **DAY, MONTH DAY, 201X**.

The rent for the demise term shall be **\$75.00** per day. The said rent shall be payable as follows: The deposit of one-third of the total amount of rent is due eight (8) weeks prior to the first day of lease term. This deposit is non-refundable unless oral and written notice is given at least six (6) weeks prior to the first day of the lease term. The remaining amount of rent is due on the first day of the lease term or the day of occupancy, whichever is earlier.

The said rent is to be sent by mail to:

Administrative Director
Essex Art Association
P.O. Box 193
Essex, CT 06426

Or as may be otherwise directed by the Landlord in writing.

THE ABOVE LETTING UPON THE FOLLOWING CONDITIONS:

First, - The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in this lease contained, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

Second, - The Tenant covenants and agrees to use the demised premises as an Art Gallery and agrees not to use or permit the premises to be used for any other purpose without the prior written consent of the Landlord endorsed hereon.

Third, - The Tenant shall, without any previous demand therefor, pay to the Landlord, or its agent, the said rent at the times and in the manner above provided.

Fourth, - The Tenant shall not sub-let the demised premises nor any portion thereof, nor shall this lease be assigned by the Tenant without the prior written consent of the Landlord endorsed hereon.

Fifth, - The Tenant has examined the demised premises, and accepts them in their present condition (except as otherwise expressly provided herein) and without any representations on the part of the Landlord or its agents as to the present or future condition of the said premises. The Tenant shall keep the demised premises in good condition. The Tenant shall quit and surrender the premises at the end of the demised term in as good condition as the reasonable use thereof will permit. The Tenant shall not make any alterations, additions, or improvements to said premises without the prior written consent of the Landlord. The Tenant further agrees to keep said premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter. If this lease covers premises, all or part of which are on the ground floor, the Tenant further agrees to keep the steps and sidewalks in front of such ground floor portion of the demised premises clean and free of obstructions, snow and ice.

Sixth, - The Tenant agrees to replace at the Tenant's expense any and all glass which may become broken in and on the demised premises.

Seventh, - The Landlord shall not be responsible for the loss of or damage to property, or injury or to persons, occurring in or about the demised premises or the property of which the premises are a part, resulting from any condition(s) caused by the acts, omissions, or negligence of the Tenants or the Tenants' invitees. The Tenants agree to indemnify and save the Landlord harmless from all claims and liability for losses of or damage to property, or injuries to persons, occurring in or about the demised premises or the property of which the premises are a part, resulting from any condition(s) caused by the acts, omissions, or negligence of the Tenants' or the Tenants' invitees. In addition, the Tenants agree to indemnify and save that Landlord harmless from all damage to property of the Landlord resulting from and condition(s) caused by the acts, omissions, or negligence of the Tenants or the Tenants' invitees.

Eighth, - Utilities and services furnished to the demised premises for the benefit of the Tenant shall be provided and paid for as follows: water by the Landlord; electricity by the Tenant; toll phone calls by the Tenant. The Landlord shall not be liable for any interruption or delay in any of the above services for any reason.

Ninth, - The Landlord, or its agents, shall have the right to enter the demised premises at reasonable hours in the day or night to examine the same, or to run telephone or other wires, or to make such repairs, additions, alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of the Landlord to make any such repairs, additions or alterations), or to exhibit the same to prospective purchasers and put upon the premises a suitable "For Sale" sign. The Landlord, or its agents, may similarly exhibit the premises to prospective tenants, and may place the usual "To Let" signs thereon.

Tenth, - In the event of the destruction of the demised premises or the building containing the said premises by fire, explosion, the elements or otherwise during the term hereby created, or previous thereto, or such partial destruction thereof as to render the premises wholly untenable or unfit for occupancy, or should the demised premises be so badly injured that the same cannot be repaired within five (5) days from the happening of such injury, then and in such case the term hereby created shall, at the option of the Landlord, cease and become null and void from the date of such damage or destruction, and the Tenant shall immediately surrender said premises and all the Tenant's interest therein to the Landlord, and shall pay rent only until the time of such surrender, in which event the Landlord may reenter and re-possess the premises thus discharged from this lease and may remove all parties therefrom. Should the demised premises be rendered untenable and unfit for occupancy, but yet be repairable within ninety days from the happening of such injury, the Landlord may enter and repair the same with reasonable speed, and the rent shall not accrue after said injury or while repairs are being made but shall recommence immediately after said repairs shall be completed. But if the premises should be so slightly injured as not to be rendered untenable and unfit for occupancy, then the Landlord agrees to repair the same with reasonable promptness and in that case the rent accrued, and accruing shall not cease or determine. The Tenant shall immediately notify the Landlord in case of fire or other damage to the premises.

Eleventh, - The Tenant agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the business to be conducted by the Tenant in the demised premises. The Tenant agrees not to do or permit anything to be done in said premises, or keep anything therein, which will increase the rate of fire insurance premiums on the improvements or any part thereof, or on property kept therein, or which will obstruct or interfere with the rights of other tenants, or conflict with the regulations of the Fire Department or with any insurance policy upon said improvements or any part thereof. In the event of any increase of in insurance premiums resulting from the Tenant's occupancy of the premises, or from any act or omission on the part of the Tenant, the Tenant agrees to pay said increase in insurance premiums on the improvements or contents thereof as additional rent.

Twelfth, - No sign, advertisement or notice shall be affixed to or placed upon any part of the demised premises by the Tenant, except in such manner, and of such size, design and color as shall be approved in advance in writing by the Landlord.

Thirteenth, - The rules and regulations regarding the demised premises, affixed to this lease, if any, as well as any other further reasonable rules and regulations which shall be made by the Landlord, shall be observed by the Tenant and by the Tenant's employees, agents and customers. The Landlord reserves the right to rescind any presently existing rules applicable to the demised premises, and to make such other and further reasonable rules and regulations as, in its judgement, may from time to time be desirable for the safety, care and cleanliness of the premises, and for the preservation of good order therein, which rules, when so made and notice thereof given to the Tenant, shall have the same force and effect as if originally made a part of this lease. Such other and further rules shall not, however, be inconsistent with the proper and rightful employment by the Tenant of the demised premises.

Fourteenth, - In the case of violation by the Tenant of any of the covenants, agreements and conditions of this lease, or the rules and regulations now or hereafter to be reasonably established by the Landlord, and upon failure to discontinue such violation within three (3) days after notice thereof given to the Tenant, this lease shall thenceforth, at the opinion of the Landlord, become null and void, and the Landlord may re-enter without further notice or demand. The rent in such case shall become due, be apportioned and paid on and up to the day of such re-entry, and the Tenant shall be liable for all loss or damage resulting from such violation as aforesaid. No waiver by the Landlord of violation or breach of condition by the Tenant shall constitute or be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this lease null and void and to re-enter upon the demised premises after the said breach or violation.

Fifteenth, - All notices and demands, legal or otherwise, incidental to this lease, or the occupation of the demised premises, shall be in writing. If the Landlord or its agent desires to give or serve upon the Tenant any notice or demand, it shall be sufficient to send a copy thereof by registered mail, addressed to the Tenant at the demised premises, or to leave a copy thereof with a person of suitable age found on the premises, or to post a copy thereof upon the door to said premises. Notices from the Tenant to the Landlord shall be sent by registered mail or delivered to the Landlord at the place hereinbefore designated for the payment of rent, or to such party or place as the Landlord may from time to time designate in writing.

Sixteenth, - In the event that the Tenant shall remain in the demised premises after the expiration of the term of this lease without having executed a new written lease with the Landlord, such holding over shall not constitute a renewal or extension of this lease. The Landlord may, at its option, elect to treat the Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the Tenant provided by law in that situation, or the Landlord may elect, at its option, to permit the tenant to enter a new lease agreement which must be signed by the Landlord and the Tenant.

Seventeenth, - If the property or any part thereof wherein the demised premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the Landlord, shall forthwith terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking.

Eighteenth, - Any dispute arising under this lease shall be settled by arbitration. Then Landlord and Tenant shall each choose an arbitrator, and the two arbitrators thus chosen shall select a third arbitrator. The Findings and award of the three arbitrators thus chosen shall be final and binding on all parties.

Nineteenth, - No rights are to be conferred on the Tenant until this lease has been signed by the Landlord, and an executed copy of the lease has been delivered to the Tenant.

Twentieth, - The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlord would otherwise have by law.

Twenty-first, - All the terms, covenants and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto. However, in the event of the death of the Tenant, if an individual, the Landlord may, at its option, terminate this lease by notifying the executor or administrator of the Tenant at the demised premises.

Twenty-second, - This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of the Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from doing so by reason of governmental preemption in connection with the National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by the war.

Twenty-third, - This instrument may not be changed orally.

Twenty-fourth, - The Tenant acknowledges that he or she has been informed that the Landlord does not maintain insurance insuring works of art which may be located on the demised premises. Therefore, the Tenant agrees that her or she will maintain such insurance that the Tenant may desire. The Tenant also agrees to notify any person exhibiting and otherwise placing works of art on the demised premises that the Essex Art Association, Inc. does not maintain such insurance and that the exhibitors should obtain any insurance which they may desire.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Witness: Essex Art Association, Inc., Landlord

By Administrative Director

By Tenant