

**Town of Wareham
Administration**



Request for Proposals (RFP)

for the

**LEASE OF 314 ONSET AVENUE, EAST WAREHAM,
MASSACHUSETTS**

Your participation is invited with regard to the above referenced solicitation. In order for your submission to be considered responsive this document as well as one (1) original, one (1) duplicate copy, and one (1) .pdf file on a thumb drive of your proposal must be delivered prior to the time and at the place indicated herein. The Town of Wareham assumes no liability for bids mistakenly opened due to improperly labeled envelopes and will return same to the bidder without notice. (It is strongly suggested that bid documents sent via carriers other than first class mail should be placed in properly labeled and sealed envelopes prior to being placed in the carrier packaging in order to avoid premature opening).



TOWN OF WAREHAM
ADMINISTRATION
REQUEST FOR PROPOSALS

SEALED PROPOSALS for the LEASING of 314 Onset Avenue (the “premises”) in East Wareham MA, shall be received at the offices of the TOWN ADMINISTRATOR, Memorial Town Hall, 54 Marion Road, Wareham, MA 02571, until 2:00 PM, on Wednesday, May 12, 2021 and at that time and place be publicly opened and read. Phone calls, telegrams, postmarks, etc. shall not be considered. Proposals not submitted on original forms shall be deemed non-responsive. **Proposals must be made in a sealed envelope clearly marked “314 Onset Avenue, East Wareham LEASE PROPOSAL.”** The Town of Wareham assumes no liability for proposals mistakenly opened due to improperly labeled envelopes and will return same to proposer without notice.

Specifications may be obtained by contacting the office of the Town Administrator as of April 6, 2021. There will be no proposal conference. Interested parties may visit the site by advance arrangement by contacting the office at 508-291-3100, ext. 3110.

The Town of Wareham (the “Lessor”) reserves the right to waive any informalities, to accept or reject, in whole or in part any and all bids, or take whatever other action may be deemed to be in the best interest of the Lessor.

The Town of Wareham/ is an affirmative action, equal opportunity owner/purchaser.

Published: Central Register, April 7, 2021
Wareham Week, April 8 & 15, 2021

GENERAL DESCRIPTION OF PROPERTY AND LEASE OFFERING

The “premises” to be leased as a result of this Request for Proposals (RFP) is known as the “Oak Grove School.” It was constructed c.1913 and served as the mostly segregated school for the Town’s Cape Verdean population. Despite this inauspicious beginning the location has come to symbolize the strength and ascent of the Cape Verdean Community in Wareham.

The premises is a highly visible location along Onset Avenue with quick access to Onset Village and Cranberry Highway. The property consists of a 1.5 acre rectangular parcel, with a 4,034 square foot one-story building, with a gable/hip roof. The building was constructed c.1913, and is of wood-frame, with a brick veneer and large basement area. Its approximate dimensions are approximately 62’ X 62’. The building’s multiple entries including one accessible entry point. The Owner/Lessor, the Town of Wareham, has leased the property to the area Head Start programs for the past 10 years. The location was last upgraded in 1997 but has been well maintained. In addition the site has a playground and the south eastern portion of the land is encumbered with a 99 year lease that was granted to The Oak Grove Cape Verdean Cultural Center, Inc. (OGCVCC), a local non-profit, to build a cultural center. The 99 year lease and property description are part of the specification package requested by potential bidders. This (Oak Grove School) lease will be encumbered by any agreements in the 99 year lease. There is existing parking and if needed the parcel could be further improved to increase parking.

The property is heated and cooled with a gas-fired HVAC system that was installed in 2012. The building’s interior is set up as three (3) educational rooms and additional office space, depending on the user’s needs, may require refurbishment. The property has a fully functioning fire suppression system.

The premises is located in the Town of Wareham’s “Onset Village 2 Zoning District.” It is the Proposer’s responsibility to become adequately familiar with the zoning and other regulatory requirements to ensure that it can legally occupy and operate its functions at the location.

The Town of Wareham expects to enter into a so-called triple-net lease, whereas the Lessee will be responsible for all utility and operating costs for the property. The Lessee shall be allowed to make alterations at its own cost to the building’s interior, site improvements, and to install signage with the Lessor’s (Town of Wareham’s) permission. All such requests and approvals shall be made in writing and shall conform to the Town of Wareham’s permitting and development requirements.

I. SUBMISSION REQUIREMENTS

A complete and responsive proposal will consist of the following:

- A. Number of proposals to be submitted: One (1) original plus three (3) copies, consisting of the following:

1. Full legal name, Federal Tax Identification or Social Security Number, identification of authorized contact of proposed Lessee (Tenant), contact information (telephone and email);
2. Business or trade name, if different from above;
3. Acknowledgment of receipt of addenda issued by the Town (if any);
4. Statement of proposer's intended use of property, including acknowledgment that the use is permitted either by "right" or "special permit" under the Lessor's zoning by-law and land use regulations. The proposer should also state the expected lease commencement date, and its expected normal operating days and hours once the lease is underway;
5. Information about the proposed user, such a length of time that business/organization has been in operation, type of business/services provided, length of the authorized person's affiliation with business or organization. This should include information that will enable Town of Wareham to evaluate the proposer's operational and capacity and stability;
6. If a business, identification of proposer's principals and key personnel. If a non-profit organization, identification of proposer's key personnel and board of directors;
7. Information sufficient for Town of Wareham to determine how or if the proposer and its intended operation meets Evaluation Criterion Item IV.A.5 (see below);
8. Proposer's offering price, which meets or exceeds that cited in Evaluation Criterion Item IV.A.4;
9. Information sufficient for Town of Wareham to complete its overall evaluation, as per the criteria listed in Section IV A-C; and
10. Required forms listed in E-H below.

TOWN OF WAREHAM encourages the response to be as concise as possible, but it should be sufficiently detailed to enable a thorough evaluation. Proposers may include collateral materials (brochures, marketing materials, etc.) if they deem it to be helpful to the review process.

- A. Proposals shall be made in a sealed envelope clearly marked, "314 Onset Avenue, East Wareham Lease Proposal." In the event that Town Hall is closed due to inclement weather or other reasons, this bid will be opened at the same time and place on the next weekday that Town Hall is in operation. The Town of Wareham assumes no liability for bids/proposals mistakenly opened due to improperly labeled envelopes and will return same to bidder without notice.
- B. Where the word "signed" appears, it refers to the hand-written signature of the individual authorized to execute the contract and, if applicable, the corporate seal must be affixed. Proposals "signed" by any way other than described here will be considered non-responsive.
- C. Signed (and sealed, if applicable) certification that the proposer has not colluded with any other party in the preparation and submission of this bid (*Use attached form*).

- D. Signed (and sealed when applicable) certification that the proposer has paid all State taxes due (*Use attached form*).
- E. Signed and sealed certification of vote (*for use by Corporations*). Proposers may submit their own form of corporate vote that provides the substantially same evidence of authority (*Sample form is attached*).
- F. Signed (and sealed when applicable) certificate of indemnification to save harmless the Town of Wareham for all damages to life and property due to his/her negligence or that of his/her subcontractors, etc. during the term of this lease/contract (*Use attached form*).
- G. Insurance certificates must be submitted within five (5) business days of the request by the Town (Also see Section VII.B, “Insurance”).

II. CONTRACT DOCUMENT

The contract documents will consist of all forms as attached hereto. In addition the following documents will be included:

1. All items required by Section I, “Submission Requirements”,
2. Signed acknowledgment of receipt of RFP addenda (if any),
3. Lease between the Town of Wareham and the successful proposer(s) (*sample attached*), and
4. Any other documents by mutual agreement of the Town of Wareham and successful proposer.

III. TERM OF CONTRACT/LEASE

- A. **TIME IS OF THE ESSENCE.** It is anticipated that the lease commencement date shall be on or about July 1, 2021. An earlier commencement date is possible.
- B. **ONE CONTRACT (LEASE) WILL BE AWARDED** – A five (5) year lease term. The contract will be awarded solely for up to an five year lease term; Any renewal beyond this period will occur as a result of a new procurement process, such as this RFP.

IV. EVALUATION CRITERIA

The provisions of MGL Chapter 30B, §16 govern this Request for Proposals. Selection/award of the lease will be based on **Minimum** and **Comparative Evaluation Criteria**. Proposals that meet the Minimum Evaluation Criteria will then be reviewed under the Comparative criteria. Proposals not meeting all of the Minimum criteria will be eliminated from further consideration. It is important for the proposer to provide information that is complete and sufficiently detailed to enable the Town of Wareham to complete the evaluation process.

The successful proposal shall be selected based on the evaluation criteria below which shall be applied equally to all proposals determined to be responsible and responsive. The selected proposer will be that who the TOWN OF WAREHAM determines as presenting the most advantageous overall response. The TOWN OF WAREHAM retains the right to waive informalities and also reserves the right to request references.

Minimum Evaluation Criteria

- A. The proposal/submission is complete. A **RESPONSIVE** and **RESPONSIBLE** proposal is one that answers all questions and provides responses, forms and certifications as required by this request for proposals under Part I (Submission Requirements) above.
- B. The prospective Lessee shall be a non-profit company or organization.
- C. The prospective Lessee shall not make or permit any use of the Premises which will be unlawful or contrary to any applicable laws or municipal ordinances including, but not limited to, all zoning, building, sanitary rules, codes, statutes, regulations, or ordinances which will make voidable any insurance maintained on the Premises, but Lessee is permitted lawful uses consistent with its corporate charter and mission. The Premises may be used for uses allowed in the Industrial zoning district and other purposes accessory thereto and for those uses included in the Lessor's RFP of and Lessee's response to said RFP.
- D. The current rent for the location is \$3,806 and the market rate (minimum) is estimated at approximately \$1 per square foot. If the lessee proposes a lesser amount they should explain the difference in term of a public benefit to the residents of the Town of Wareham. There will be an escalator of at least five percent (5.0%) in each subsequent year.

Comparative Evaluation Criteria

- A. Offering Price. Price will not be the sole basis of the award for this contract but shall be a consideration. Proposers offering a rent amount greater than the minimum amount cited in IV.D above will receive a rating of "Highly Advantageous" compared to the "Acceptable" rating to those meeting the minimum in "D" above. A lesser amount than the minimum that is combined with a public benefit will be considered "Acceptable."
- B. Organization Stability. Firms or organizations that have been established for five (5) or more years will be rated "Advantageous" to those established for less than five years, who will receive an "Acceptable" or "Not Advantageous" rating.
- C. Key Leadership. Proposers who have at least one leader (an individual with one or more types of principal responsibilities for ongoing operations) that has been part of the firm or organization for five (5) or more years will be rated "Advantageous," those that have been part of the organization for less than five years but more than two years will receive an "Acceptable" rating, and those for more than one but less than two years will receive a "Not Advantageous" rating.
- D. Employment Opportunities. Proposers who project that at least one new, full-time equivalent position will result within twelve months from the occupancy of the premises

will be rated “Highly Advantageous.” Proposers who project that less than one full-time equivalent position will be added will receive a “Not Advantageous” rating.

- E. Tourism Opportunities. The purpose of the prospective Lessee’s operation that has the additional benefit of driving tourism (beyond beach tourism) to the community will receive a “Highly Advantageous” rating while those who do not will receive a “Not Advantageous” rating.
- F. Cultural Benefit to Population. Proposers who strive to be an incubator for the positive social, educational, artistic and historic impact of the diverse community that is proudly promoted in Wareham will be rated as “Highly Advantageous.” Proposers who do not will receive a “Not Advantageous” rating.
- G. Support of the OGCVCC. Proposers whose operation is supportive and complimentary to the mission of the OGCVCC will be rated as “Highly Advantageous.” Proposers who do not will receive a “Not Advantageous” rating.

V. RULE FOR AWARD

The TOWN OF WAREHAM will award the lease to the responsive and responsible proposer that submits the most advantageous proposal, taking into consideration price and all other evaluation criteria set forth in this solicitation.

VI. PRE-PROPOSAL CONFERENCE

There will be no pre-proposal conference. Prospective proposers requesting a change in or interpretation of existing specifications or terms and conditions must deliver said request for change or interpretation **in writing** no later than 4:00 PM, Wednesday, April 28, 2021 to:

Derek Sullivan
54 Marion Road, Wareham, MA 02571

T: 508.291.3100, ext. 3110
E: dsullivan@wareham.ma.us

VII. OTHER PROVISIONS

- A. The proposal may be withdrawn or amended without prejudice between the time of submission to TOWN OF WAREHAM until the time of opening.
- B. The successful proposer will be required to comply with G.L. c.7, §40J, which requires disclosure of beneficial interest to be filed with the Deputy Commissioner of the Division of Capital Planning and Operations (Sample form is attached.)
- C. Insurance

1. Liability Insurance. LESSEE shall maintain with respect to the Premises and the property of which the Premises are a part, comprehensive public liability insurance in the amount of \$1,000,000.00/occurrence, \$3,000,000.00/aggregate with property damage liability insurance in limits of \$1,000,000.00/occurrence, \$3,000,000.00/aggregate in responsible companies qualified to do business in Massachusetts and in good standing therein insuring LESSEE and the LESSOR as an “additional insured” against injury to persons or damage to property. LESSEE shall deposit with LESSOR certificates for such insurance at or prior to the commencement of the Term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled or amended without at least thirty (30) days prior written notice to LESSOR. Failure to provide or to continue in force such insurance shall be deemed a material breach of the Lease, and shall be grounds for immediate termination.
2. Workmen’s Compensation Insurance – The contractor shall furnish the Lessor with certificates of insurance showing that all his/her employees who shall be connected with this work are protected under Workmen’s Compensation Insurance Policies.
 - a. Coverage A – Massachusetts
 - b. Coverage B - \$500,000 per insuring agreement
3. The Lessor is to be included as an additional insured under contractor’s policies of general liability insurance for claims arising out of the activities of the contractor, or anyone acting in conjunction with the contractor. Prior to the commencement of the work, contractor will cause to be delivered to the Procurement Office, Lessor of Wareham Certificates of Insurance evidencing the foregoing. The Certificates of Insurance are to provide that the Lessor of Wareham in care of its Procurement Officer shall be given as least thirty (30) days advance notice of cancellation, intent not to renew, or material change in coverage.
4. Bidder hereby agree to save and hold the Lessor of Wareham, its agents, servants, and employees, Harmless from any and all claims arising out of the activities of contractor, its agents, servants, employees, and invitee or subcontractors.

D. Affirmative Action

It is understood and agreed that it shall be a material breach of any contract resulting from this proposal for the contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.

E. Assignment of Contract (Lease)

The successful proposer shall not sell, assign, transfer, or parcel out the permit hereby granted, nor consent, allow, or permit any other person or party to use any part of the premises or spaces covered by this agreement unless mutually agreed upon by Lessor and Lessee in writing; nor shall this agreement be transferred by operation of law, it being the purpose and intent of this agreement that the rights and privileges under this agreement are granted solely to the proposer named herein.

- F. In lieu of the proposal deposit and/or performance bond, the Lessor/TOWN OF WAREHAM reserves the right to deem as not responsive and ineligible to conduct business with the Lessor for a period of two (2) years if same vendor 1) withdraws a proposal between the time of the opening and the time of an award of sixty (60) days, whichever is less, and/or 2) fails if awarded a proposal, to honor the terms of the award during the stated contract period.

CERTIFICATE OF NON-COLLUSION

(To be submitted with proposal)

The undersigned certifies under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other persons. As used in this section the word ‘person’ shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Authorized Signature

Date

Social Security Number or Federal ID Number

Legal Name of Business Entity (Please Print or Type)

Address:

Corporate Seal (if applicable)

CERTIFICATION TO PAYMENT OF TAXES BY CONTRACTOR

(To be submitted with proposal)

Pursuant to G.L. c. 62C, §49A, I hereby certify that _____,
has complied with all laws of the Commonwealth of Massachusetts relating to the payment
of taxes. Signed under the penalties of perjury.

Authorized Signature

Name and Title (Print or Type)

Date

Corporate Seal Here (if applicable)

CERTIFICATE OF VOTE

(Corporations Only)

(To be submitted with proposal)

At a duly authorized meeting of the Board of Directors of the

_____ held on _____
(Name of Corporation) (Date)

it was voted, that

_____ _____
(Name) (Officer)

of this company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company’s name on its behalf by such officer under seal of the company, shall be valid and binding upon this company. I hereby certify that I am the clerk of the above named corporation and that _____ is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

Clerk

Date

Corporate Seal Here (if applicable)

**STANDARD HOLD HARMLESS AND INDEMNITY CLAUSE FOR
USE IN LEASES, USE AGREEMENTS, PROCUREMENT
CONTRACTS, ETC.**

(To be submitted with proposal)

_____, its officers and members all through the signing of
signing of this document by an authorized party or agent, indemnify, hold harmless and
defend the Wareham Redevelopment Authority, the Lessor of Wareham, and its agents and
employees from all suits and actions, including attorneys' fees and all costs of litigations
and judgment of every name and description brought against the Lessor as a result of loss,
damage or injury to person or property by reason of any act by
_____, its agents, servants or employees.

Authorized Signature

Name and Title (Print or Type)

Date

Corporate Seal Here (if applicable)

Disclosure of Beneficial Interests in Real Property Transaction
(Sample – to be completed prior to execution of Lease)

This form contains a disclosure of the names and addresses of all persons with direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Asset Management and Maintenance as required by M.G.L. c.7, §40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: _____
(Name of Jurisdiction)

2. Complete legal description of property:

3. Type of transaction: Sale **Lease or rental** for _____(term):

4. Legal Name of Lessor: Wareham Redevelopment Authority

Legal Name Lessee(s): _____

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need **not** be disclosed.

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

(Continued on the Next Page)

5. Continued

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or Position
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Massachusetts Division of Capital Asset Management and Maintenance within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____

Printed name: _____

Title: _____

Date: _____

SAMPLE LEASE

For the Premises Known as

**314 Onset Avenue, East Wareham
Wareham, Massachusetts**

THIS INDENTURE OF LEASE, hereinafter referred to as "Lease", made as of this ____ day of _____ 2021, between Wareham Redevelopment Authority, with an address at Wareham Lessor Hall, 54 Marion Road, Wareham, Massachusetts 02571 (hereinafter referred to as "TOWN OF WAREHAM" or the "Lessor"), and _____ (hereinafter referred to as "Tenant" or "Lessee").

Whereas, the Lessor issued a Request for Proposals ("RFP") on March 8, 2021, for use of property it owns and controls at 314 Onset Avenue, East Wareham (the "Premises") in Wareham;

Whereas the Lessee submitted a response to the RFP on _____, 2021;

Now, in consideration of the covenants herein set forth and contained on the part of Tenant to be paid, performed, and observed, the Lessor does hereby lease unto Tenant, upon the terms and conditions set forth herein, the following land and building known as "314 Onset Avenue, East Wareham", being approximately .92 acres of land shown on Assessor's Map 108, Lot 1006B, and the building of approximately 3,000 square feet thereon.

ARTICLE I - TERM

1.01: The term of this Lease (hereinafter referred to as "Term") shall be for a period of five (5) years commencing on _____, 2021 (hereinafter referred to as "Term Commencement Date"), and shall continue, subject to Tenant's right to terminate the Term as provided herein, and shall terminate on _____, 2026, the last calendar day of said five (5) year term.

1.02: At the end of the Lease term, by expiration or termination the Lessor shall retain all of its right, title and interest, if any, in the Premises and all structures located on the Premises shall be deemed the property of the Lessor.

1.03: Tenant, upon performing and observing all of the terms, conditions, and covenants of this Lease on Tenant's part to be performed and observed, shall peaceably and quietly have, hold, and enjoy the Premises during the Term, and the Lessor shall not interfere with the peaceful and quiet occupation and enjoyment of the Premises by Tenant, which occupation and enjoyment shall be without hindrance or ejection by the Lessor, subject, nevertheless, to the terms of this Lease.

Lessor Initials _____

Lessee Initials _____

ARTICLE II - RENT AND PERFORMANCE

2.01: LESSEE shall pay rent at the rates set forth below, payable in advance, due and payable on the first day of each month. All rent shall be payable without offset or deduction. Rent that remains unpaid for more than ten (10) days following a scheduled payment date shall be considered in arrears. All payments due in arrears will be assessed a late payment penalty of three (3%) per cent and such additional charge will be deemed and shall become payable as additional rent. Nothing in this provision, however, shall estop the LESSOR from exercising its rights under the default provisions contained herein.

Year	Price per S.F.	Total Yearly	Total Monthly 12 Equal Installments
Year One	TBD	TBD	TBD
Year Two	TBD	Year 1 + 5.0%	TBD
Year Three	TBD	Year 2 + 5.0%	TBD
Year Four	TBD	Year 3 + 5.0%	TBD
Year Five	TBD	Year 4 + 5.0%	TBD

2.02: Triple Net Lease. The parties agree and acknowledge that the Tenant's use and occupancy of the Premises shall be on a so-called "triple-net basis," meaning and intending hereby that the Tenant shall also pay for *all* personal property taxes, insurance and utilities related to the Premises and as set forth herein and Lessor shall arrange to have the bills for the same directed to the Tenant which shall make such payments directly. To the extent that it has an insurable interest, Tenant shall directly obtain fire and casualty insurance for the Premises. In the event that the Tenant does not have such an insurable interest then the Lessor shall include the Premises as part of its insurance coverage, to the extent any such coverage is available, with the cost to be paid by the Tenant.

Lessor Initials _____

Lessee Initials _____

ARTICLE III - UTILITY CHARGES

Tenant shall pay promptly, as and when the same become due and payable, all bills for gas, fuel, heat, sewer, water, telephone, electricity, and other utilities furnished to the Premises during the Term, and Tenant shall contract for the same in Tenant's own name. Tenant shall keep the Premises adequately heated during the normal heating season. Additionally, Tenant may, at Tenant's sole cost and expense, and with the Lessor's approval, install utilities, including but not limited to, photovoltaic solar panels and geothermal pumps.

ARTICLE IV - MAINTENANCE

4.01: Tenant agrees to maintain the Premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein. Tenant acknowledges that the Premises are now in good order. Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste.

4.02: Tenant agrees to maintain the Premises in the same condition as it is at the commencement of the Term or as it may be put in during the Term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the acts or omissions of Tenant or those for whose conduct the LESSEE is legally responsible.

4.03: Tenant shall be responsible for the removal of snow and ice from the parking area, walkways and driveways at the Premises.

ARTICLE V - USE OF PREMISES

5.01: Permitted Uses. Tenant shall not make or permit any use of the Premises which will be unlawful or contrary to any applicable laws or municipal ordinances including, but not limited to, all zoning, building, sanitary rules, codes, statutes, regulations, or ordinances which will make voidable any insurance maintained on the Premises, but Tenant is permitted lawful uses consistent with its corporate charter and mission, including all normal activities associated therewith, and for those uses included in the Lessor's RFP of and Tenant's response to said The Premises may not be used for any unlawful purpose or for any purpose which shall be deemed extra hazardous by the usage of fire insurance companies, or to be used or occupied in a manner that will result in the cancellation of any policy of insurance on the Premises.

5.02: Signs. Tenant may erect signs and advertise current activities on the Premises, subject to applicable Lessor Bylaws, policies and regulations, and subject to the Lessor's approval.

5.03: Keys and Locks. Tenant may change locks at start of this Lease and any time thereafter. Any locks so installed shall become the property of the Lessor. If so done, the Tenant shall deliver to the Lessor two (2) sets of keys during the term of the Lease and concurrent with the time that new keys are made. Tenant shall deliver all keys to the Premises to the Lessor upon termination of this lease.

5.04: Subleases. Tenant shall not sublet the Premises, except with the written approval of the Lessor.

Lessor Initials _____

Lessee Initials _____

ARTICLE VI - ALTERATIONS/ADDITIONS

Tenant may make structural and/or structural alterations or additions to the Premises, provided the Lessor consents thereto in writing, which consent the Lessor may withhold for any reason. All such allowed alterations shall be at Tenant’s expense and shall be in quality at least equal to the present construction and per design specifications approved by Lessor. Tenant shall not permit any mechanic’s liens, or similar liens, to be placed upon the Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work or any character performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record forthwith without any cost to Lessor. Any alterations or improvements made by the Tenant shall become the property of the Lessor at the termination of occupancy as provided herein, unless at the time it gives its approval to an alteration the Lessor notifies the Tenant that the alteration is to be removed by the Tenant prior to end of the Term hereof.

ARTICLE VII - FIXTURES, EQUIPMENT AND IMPROVEMENTS: REMOVAL BY TENANT

All fixtures, equipment, and appurtenances attached to the Premises prior to or during the Term shall be, and remain part of, the Premises and shall not be removed by Tenant at the end of the Term. Tenant shall have the right, at the expiration or prior termination of the Term hereof, to remove Tenant's personal property and trade fixtures from the Premises; provided, however, such removal is accomplished without damage to the Premises, or Tenant repairs any damage to the Premises caused by such removal. Tenant may from time to time identify in writing to the Lessor those fixtures constituting "trade fixtures." Tenant shall remove any specialized Tenant improvements unless the Lessor shall have specified in writing to Tenant, at the time, that the Lessor consented to the making of such specialized improvements and that the same were not to be removed by Tenant at the expiration of the Term. The Tenant shall leave the Premises broom clean and in good order and condition at the end of the Term hereof.

ARTICLE VIII - INSURANCE

8.01: At Tenant's sole cost and expense, Tenant shall obtain and provide to Lessor on or before the Term Commencement Date, and keep in force at all times thereafter until the end of the Term or the earlier termination of this Lease, the following insurance coverages with respect to the Premises: liability insurance, with contractual liability endorsement, relating to the Premises and its appurtenances on an occurrence basis with a minimum single limit of One Million Dollars (\$1,000,000.00) per occurrence. Notwithstanding the foregoing, however, the Lessor hereby reserves the right to require Tenant to increase the insurance limits thereof in order to render the same commensurate with similarly situated properties; provided, however, that such right may not be exercised by the Lessor more often than once every three (3) years. To the extent that it has an insurable interest, Tenant shall obtain casualty and fire insurance for the premises at its own expense.

On an occurrence basis in such amount and form as the Lessor may reasonably require, and before undertaking any additions, alterations, improvements, or construction or any other

Lessor Initials _____

Lessee Initials _____

activities for which the insurance required by this Section will either be insufficient or not cover, Tenant shall, at Tenant's sole cost and expense, obtain such additional insurance rider(s) or other lapsable coverage insuring the Lessor and Tenant against any liability which may arise on account of such proposed additions, alterations, improvements, or construction or such aforementioned activities.

All of the insurance required by this Section, except any Worker's Compensation Insurance, shall be written in the name of Tenant with the Lessor designated as an "additional insured" on all policies of such insurance and shall be written by one or more responsible insurance companies.

8.02: Tenant acknowledges and agrees that it is Tenant's sole obligation to obtain insurance for Tenant's equipment, decorations, furnishings, trade fixtures, personal property, and all contents thereof in an amount adequate to cover the replacement cost of the same.

8.03: Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the Commonwealth of Massachusetts, the Lessor and the Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them (or which would have been covered had such party carried the insurance required to be carried by it under this lease), respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.

Any waiver of rights contained in this Article shall be ineffective if such waiver shall be unobtainable or result in an increase in the cost of insurance for the waiving party unless the other party shall pay such increase within ten (10) business days after notice thereof.

ARTICLE IX - REPAIR AFTER CASUALTY

If the Premises or any of the Buildings located thereon shall be destroyed or damaged by fire, flood, or other casualty, insofar that said damage renders the Premises unusable by the Tenant, or if damage renders a portion of the Premises untenable such that the undamaged portion is unsuitable for Tenant's continued purpose pursuant to this Lease, neither party shall have the obligation but may elect to rebuild or restore the Premises, and Tenant shall have the option to terminate this Lease as of the date on which written notice of such termination is provided to the Lessor by Tenant; provided, however, such termination occurs within six (6) months of the fire, flood or other casualty.

ARTICLE X - EMINENT DOMAIN

If a substantial portion of the Premises is acquired or condemned by right of eminent domain for any public or quasi-public uses or purposes so as to adversely and substantially interfere with Tenant's ability to do business on the Premises, then Tenant can, within thirty (30) calendar days after Tenant is denied possession of such portion of the Premises, terminate this Lease by giving notice to the Lessor of Tenant's election. In the event of such election,

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the obligations of Tenant under Article II hereunder shall be adjusted and apportioned as of the date of such taking. Tenant will be compensated for all damages made to improvements made by Tenant and affected by the taking, with said compensation being the depreciated value of Tenant's improvements in the Premises. If this Lease shall not be terminated as aforesaid, then this Lease shall continue in full force and effect, and Tenant shall be compensated for damages to improvements affected by the taking, with said compensation being the depreciated value of Tenant's investment in the Premises. Similarly, in the event this Lease shall not be terminated, the obligations of Tenant under Article II hereunder and relating to the taken portion shall be extinguished, and no alternate or substitute obligation shall be required of, or imposed upon, Tenant.

ARTICLE XI - EVENT OF DEFAULT

11.01: Any of the following shall be deemed an Event of Default by Tenant:

- (A) Tenant's failure to restore or observe any other terms, conditions, or covenants of this Lease to be performed or observed by Tenant, if such failure continues for thirty (30) days after Tenant's receipt of written notice; however, if said failure continues beyond said thirty (30) day period, said failure is not an Event of Default only if: (i) Such longer period is reasonably necessary because such default is not curable within such thirty (30) day period; and (ii) Tenant commences to cure such default within said thirty (30) day period and, thereafter, diligently prosecutes the same to completion.
- (B) The failure to pay any amount or charge, payable by Tenant hereunder within six (6) months after receipt of written notice from the Lessor that the same is due.

11.02: In the event of Tenant's bankruptcy, the Lease shall terminate, releasing Tenant and the Lessor of their obligations under this Lease, and the Tenant shall vacate the Premises in accordance with Article V.

11.03: The Tenant shall pay and indemnify the Lessor against all legal costs and charges, including counsel fees lawfully and reasonably incurred in obtaining possession of the Premises after a default of the Tenant, or after the Tenant's default in surrendering possession upon the expiration or earlier termination of the Term of the Lease or enforcing any covenant of the Tenant herein contained.

ARTICLE XII - REMEDIES

12.01: Upon the occurrence of any Event of Default by Tenant, the Lessor may, at Lessor's option, terminate this Lease with prior written notice to the Tenant (subject to any applicable grace period provided in this Lease) in addition to exercising any other remedy or right the Lessor has hereunder or by law, but only to the extent permitted by law. Notwithstanding the termination of this Lease by reason of Tenant's default, Tenant shall remain liable to the Lessor for damages resulting from Tenant's default. Upon termination, such damages recoverable by the Lessor from Tenant shall be any loss or damage sustained by reason of any termination caused by the default of, or the breach by, Tenant. The Lessor's damages hereunder shall include, but shall not be limited to, reasonable costs incurred by the Lessor in

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moving and storing Tenant's belongings pursuant to eviction proceedings; reasonable costs incurred by the Lessor in cleaning the Premises in order to re-let the same; and reasonable advertising costs incurred by the Lessor for the re-letting of the Premises. Notwithstanding anything in this Lease to the contrary, in no event shall the Tenant ever be liable for any damages attributable to lost rental income, nor for any consequential or indirect damages.

The Lessor's cause of action under this Section shall accrue when a new tenancy or lease term first commences subsequent to a termination under this Lease. In such event, the Lessor's damages shall be limited to any and all damages sustained by it prior to said new tenancy or lease term. The Lessor shall also be entitled to any and all other remedies provided by law. All rights and remedies are to be cumulative and not exclusive.

12.02: Upon the occurrence of any Event of Default by the Lessor, Tenant may, at Tenant's option, terminate this Lease at any time upon the date specified in a notice to the Lessor. In the alternative, after providing to the Lessor at least five (5) business days' prior written notice of Tenant's election to do so, Tenant may perform applicable obligations on behalf of, and for the account of, the Lessor; and may take all action necessary to perform such obligations. In the event of any emergency, no such notice aforesaid shall be required.

ARTICLE XIII- MECHANICS' LIENS

Tenant shall not permit any mechanic's, laborer's, or other lien of any kind to be filed against, or attached to, the Premises for any work done by Tenant. In the event any such lien shall attach to the Premises for any such work, Tenant shall, within sixty (60) calendar days thereafter, pay, bond, or discharge the same or, if Tenant desires to contest the same, furnish the Lessor with adequate security to save and protect the Lessor and Tenant against the lien thereof.

ARTICLE XIV - NOTICE

Any notice or consent required to be given by, or on behalf of, either party to the other shall be in writing and shall be given by mailing such notices or consent by registered or certified mail, with return receipt requested, with postage paid, and having been addressed, to wit:

To Lessor:

TOWN OF WAREHAM
Attn: Town Administrator
54 Marion Road
Wareham, MA 02571

To Tenant:

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or to other such address as may be specified from time to time in writing. All notices provided in accordance with the provisions hereof shall be deemed, conclusively, to be received by the party to whom the same is addressed three (3) business days following the date that the same is deposited for mailing. In the alternative, notice may be delivered by overnight mail and shall be deemed, conclusively, to be received by the party to whom the same is addressed one (1) business day following the date that the same is deposited for overnight mailing.

ARTICLE XV - LESSOR'S ACCESS

Tenant shall permit the Lessor to enter the Premises from time to time during the Lease for any lawful purpose, including but not limited to, inspecting the same or making repairs thereto. The Lessor shall also be entitled to enter the Premises if it appears to have been abandoned by Tenant (for a period of at four (4) consecutive months). Any person entitled to enter the Premises in accordance with this Paragraph may do so through its duly authorized representative. In any event, Tenant shall be informed at least forty-eight (48) hours in advance of any proposed entry hereunder except in the case of emergency. Nothing contained in this Paragraph shall be construed to require the Lessor to make any such repairs aforesaid.

In case of the neglect or default of the Tenant in making the same the LESSOR may do so after reasonable notice to the Tenant (except that no notice shall be required in case of emergencies) during said Term or after its expiration and all the costs and expenses consequent thereon with interest thereon shall be repaid by the Tenant to the LESSOR. LESSOR or LESSOR's agents and representatives shall have the right to enter the Premises at all times to show them to prospective purchasers or lessees of the Premises.

ARTICLE XVI - MISCELLANEOUS

16.01: Governing Law. The laws of the Commonwealth of Massachusetts shall govern the enforcement, performance, and validity of this Lease, and the invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

16.02: Severability Clause. If any portion of this Lease or the application thereof to any person or circumstance is, to any extent, held or declared to be void, illegal, invalid, or unenforceable, then each party to this Lease shall be relieved of all obligations under said portion; provided, however, that the remainder of this Lease and any application of said portion to persons or circumstances other than those to which it is held or declared void, illegal, invalid, or unenforceable shall be valid and enforced to the fullest extent permitted by law.

16.03: Waiver. The waiver of one breach of any term, condition, covenant, obligation, or agreement of this Lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.

16.04: Captions. Any paragraph titles or captions contained in this Lease are for convenience only and shall not be deemed part of the context of this Lease.

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16.05: Force Majeure. In the event either party to this Lease shall be delayed or hindered in, or prevented from, the performance of any act required under this Lease by reason of war, riots, strikes, lockouts, insurrection, labor troubles, failure of power, adverse weather conditions, inability to procure materials, or restrictive governmental law or regulations, then performance of such act shall be excused for the period of delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

16.06: Tenant's obligation to perform any covenant or obligation of Tenant under this Lease shall be independent of every other covenant or obligation of Tenant hereunder.

16.07: Representations, Warranties and Covenants. The parties each hereby represents, warrants and covenant to the other as follows:

- (a) They each have full power and authority to enter into and perform its obligations under this Lease. Neither the execution and delivery of this Lease, nor the performance of any obligations by each party hereunder is subject to any requirement that it obtain any consent, license, approval or authorization of, or make any declaration or filing with, any governmental authority or third party.
- (b) Neither party has received any notice that any default or breach exists under any covenant, condition, restriction, right of way, easement or other encumbrance affecting any part of the Premises and has no knowledge of any fact or condition which would constitute such default or breach.
- (c) There is not now pending, nor to the best knowledge of either party has there been threatened, any action, suit, or proceeding against or affecting the Premises before or by any federal or state court, commission, regulatory body, administrative agency or other governmental body, domestic or foreign, wherein an unfavorable ruling, decision or finding may reasonably be expected to have a material adverse effect on the condition or operations of the Premises.
- (d) There are no leases, management, service, supply, maintenance or other contracts whatsoever with respect to or affecting the Premises which would be binding upon Tenant.
- (e) The Lessor has not entered into any presently effective contract or contracts regarding the sale, conveyance, transfer or disposition of the Premises. The Lessor has not granted to anyone and no one possesses any option to purchase or right of first refusal to purchase the Premises or any portion thereof. The Lessor has not entered into any occupancy contract, leases or the like with respect to the Premises.
- (f) Neither party, by reason of any of its own action or omission, shall cause or permit any representation or warranty to become not true, incorrect or inaccurate.
- (g) Each party will promptly give notice to the other of every threatened or actual litigation whether or not covered by insurance against or relating to the Premises.

16.08: Notice of Lease. Tenant agrees not to record the within Lease, but each party hereto agrees, on the request of the other, to execute a notice of lease in form recordable and complying with applicable law. Any such document shall expressly state that it is executed

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pursuant to the provisions contained in this Lease and is not intended to vary the terms and conditions of this Lease.

16.09: Limited Liability. In no event shall any trustee, officer, director, member, employee or agent of either party hereto have or incur any personal liability for any of the liabilities or obligations of such party and no personal judgment shall be sought, levied or enforced against any such person individually.

16.10: Amendment. The Lease may be amended in writing at any time by mutual agreement of the Tenant and the Lessor.

16.11: Entire Agreement. The terms and conditions of the Lessor's Request for Proposals of March 8, 2021 and the Tenant's response to said RFP of _____, 2021 are incorporated herein and made part of this Lease and together with this Lease represent the entire agreement between the parties. This Lease shall inure to the benefit of and shall be binding upon the successors and/or assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Indenture of Lease in multiple copies, each to be considered an original hereof, as a sealed instrument on the day and year set forth in the first Paragraph hereof, and, by his or her execution hereof, each of the signatories on behalf of the respective parties hereby warrants and represents to the other that he or she is duly authorized to execute this Lease on behalf of such party.

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Lessee Initials _____

Executed as a sealed instrument this ____ day of _____, 2021.

FOR THE LESSOR

The undersigned, being the _____ of Wareham, MA, hereby certifies that at a meeting duly held on _____, 2021, the _____ voted to approve the foregoing Lease and authorized the _____ to execute it on behalf of the Lessor.

NAME
Duly authorized

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF PLYMOUTH

On this _____ day of _____, 2021 before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document or attached document, acknowledged to me that he was duly authorized and signed it voluntarily for its stated purpose.

Notary Public for Massachusetts

My Commission Expires: _____

Lessor Initials _____

Lessee Initials _____

FOR THE LESSEE:

NAME, Officer
Duly authorized

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

On this _____ day of _____, 2018 before me, the undersigned notary public, personally appeared _____, each who proved to me through satisfactory evidence of identification, which was _____, each to be the person whose name is signed on the preceding document or attached document, acknowledged to me that each was duly authorized and each signed it voluntarily for its stated purpose.

Notary Public for Massachusetts

My Commission Expires: _____

Lessor Initials _____

Lessee Initials _____