LEASE AGREEMENT

This Lease Agreement, is made, and entered into this             day of                   , 20    , by and between the University of Maine System, with an address of 5703 Alumni Hall, Orono ME 04469, acting by and through the University of                                        (hereinafter the "Lessor") and                                        (hereinafter the ''Lessee") with an address of .

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree and follows:

1. Premises: Lessor hereby leases to Lessee, and Lessee rents and takes from Lessor, the following described premises (the "Premises")                                       , further described in Attachment A (which shall include a floor plan, if applicable, of the Premises) which is appended to and, by this reference, incorporated into this Lease.
2. Term: The term of this Lease shall be from                          , 20    until                          , 20   . At the expiration of the base term of this Lease, the term may be extended by mutual written agreement of the parties for        additional term(s) of        year(s), on the same terms and conditions of this Lease, except as to rent, which shall be negotiated by the parties.
3. Rent: The Lessee agrees to pay to the Lessor $                 as rent for the Premises, which rent shall be paid in        installments of $            each, and which shall be paid to the Lessor as follows:                    . Rent for any partial months shall be prorated at a daily rate.
4. Use of Premises: .Lessee shall use and occupy the Premises for the following purpose(s) only:                                       . Lessee shall not use the Premises for any other purpose without the prior written consent of the Lessor. The Lessee shall not conduct, permit or agree to any unlawful, improper or offensive use of the Premises or any use thereof contrary to any law, regulation or ordinance now or hereafter made, or which shall be injurious to any person or property, or which shall endanger or affect any insurance on the said Premises or to increase to premium thereof.
5. Insurance: During the term of this lease, the Lessee shall maintain in force a policy of commercial general liability insurance with a limit of not less than $1,000,000 per occurrence, covering bodily injury, personal injury, and property damage. The insurance shall be issued by companies acceptable to the Lessor, and the insurance policy shall name Lessor as an Additional Insured and stipulate that the policy will not be cancelled without thirty (30) days prior written notice to the Lessor. A certificate of insurance evidencing insurance coverage shall be provided to the Lessor prior to the commencement of this Lease.

As additional insured and certificate holder, the Lessor shall be included as follows: The University of Maine System, Risk Management

46 University Dr, Robinson Hall

Augusta ME 04330

If deemed by the Lessor to be relevant to this lease, Lessee shall also maintain vehicle liability insurance with a limit of not less than $1,000,000 per occurrence and workers' compensation insurance in compliance with applicable state law. Proof of such insurance shall be provided by Lessee upon request.

Lessee is responsible for insuring or self-insuring Lessee's own contents and betterments and improvements. Lessor is not responsible for loss or damage of contents, including betterments and improvements, or personal effects of Lessee and Lessee's employees, agents or guests, unless caused by the negligent acts or omissions of the Lessor.

1. Liability: Lessee shall indemnify and hold the Lessor harmless from and against any and all expenses, claims, lawsuits, judgments and costs, including reasonable attorney's fees, that the Lessor may become liable to pay or defend due to claims of bodily injury or property damage caused by the negligent acts or omissions of the Lessee, its officers, employees or agents, arising out of or in connection with the leasing of the Premises by the Lessee pursuant to this Lease.
2. Applicable Law: This Lease shall be interpreted and governed according to the laws of the State of Maine, without regard to its choice of law provisions. Maine shall be the forum for any lawsuits or claims arising under this Lease.
3. Termination: The Lessor shall have the right to terminate this Lease by giving at least         days written notice to the Lessee and setting forth in such notice the effective date of termination.
4. Assignment: This lease shall not be assigned, subleased, transferred or conveyed in whole or in part by the Lessee without the prior written consent of the Lessor or by the Lessor without written notice to the Lessee. The use of the Premises by any such sub-lessee or assignee shall be similar to the use described in section 4 above.
5. Non-discrimination: Lessee shall not discriminate and shall comply with applicable laws prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, including transgender status or gender expression, genetic information, national origin or citizenship status, age, disability, or veteran status. The Lessor encourages the Lessee in the employment of individual with disabilities.
6. Non-Waiver: The failure of either party to exercise any of its rights under this Lease for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Lease shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Lease unless specifically agreed to in writing.
7. Severability: In the event one or more clauses of this Lease are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portion of this Lease.
8. Entire Agreement: This Lease sets forth the entire agreement of the parties on the subject, and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, express or implied. This Lease contains all of the agreements and conditions made between the parties concerning the Premises. There are no collateral agreements, stipulations, promises, understandings or undertakings whatsoever of the respective parties concerning the subject matter of this Lease. This Lease may be amended or modified only by a writing signed by both parties.
9. Destruction: If at any time during the term of this Lease, or any extension thereof, the Premises shall be totally or partially destroyed by fire, earthquake, or other calamity, then this Lease shall terminate as to the part so destroyed, and Lessee shall have the option within 30 days after assessing the amount of damage and amount of usable space, to either continue with the Lease, or choose to terminate the Lease without further obligation by Lessee or Lessor. In case, however, Lessee chooses to remain in the Premises but Lessor elects not to rebuild or repair said Premises, Lessor shall so notify Lessee by written notice within the period of 30 days after the damaging event, and thereupon this Lease shall terminate without further obligation by Lessee or Lessor. In any event, Lessee's rent shall be abated to the extent its use is prevented or reduced by such destruction or failure.
10. Condemnation: In the event the Premises, or any part thereof, are taken, damaged consequentially or otherwise, or condemned by public authority, this Lease shall terminate as to the part so taken, and Lessee shall have the option within 30 days after assessing the amount taken or damaged and amount of usable space, to either continue with the Lease, or choose to terminate the Lease without further obligation by Lessee or Lessor. In any event, Lessee's rent shall be abated to the extent its use is prevented or reduced by such condemnation, damage or taking. Any damages and payments resulting from any public authority taking, damage or condemnation of the Premises shall accrue to and belong to Lessor, and Lessee shall have no right to any part thereof.
11. Holdover: If Lessee remains in possession of the Premises after expiration or termination of this Lease, such possession will be on a month-to-month basis. During this holdover period, all of the other provisions of this Lease shall be applicable.
12. Binding Effect: This Lease shall both benefit and bind the parties hereto and their respective successors, personal representatives and permitted assigns.
13. Taxes: The Lessee shall be solely responsible for any and all taxes assessed against the Lessee's personal property and for any and all taxes assessed against the Premises, including, but not limited to, real estate taxes, arising from the use and/or occupancy of the Premises by the Lessee.
14. Lessor's Right of Entry: Lessor shall have the right, upon reasonable notice, to enter upon the Premises to inspect the same and to make any and all improvements, alterations and additions of any kind upon the Premises.
15. Surrender: At the expiration or earlier termination of this Lease, Lessee will yield up the Premises to the Lessor in as good order and condition as when the same were entered upon by the Lessee, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear excepted.
16. Notice: Any notice to either party under this Lease must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

To Lessor: University of Maine at

And University of Maine System

5703 Alumni Hall

Orono, ME 04469

To Lessee:

or to such other address as may be hereafter designated by written notice provided in accordance with this section. All such notices shall be effective only when received by the addressee.

1. Alterations, Additions and Improvements: Lessee shall not make, or suffer or permit to be made, any alterations, additions or improvements in or about the Premises without first obtaining the written consent of Lessor therefore; provided , however, that such consent, if given, will be subject to the express condition that any and all alterations, additions and improvements shall be done at Lessee's own expense, and that no liens of mechanics, material men, laborers, architects, artisans, contractors, subcontractors, or any other lien of any kind shall be created against or imposed upon the Premises, or any part thereof.
2. Quiet Enjoyment: On payment of rent and performance of the covenants and agreements on the part of the Lessee to be paid and performed hereunder, the Lessee shall peaceably have and enjoy the Premises and all of the rights, privileges and appurtenances granted by this Lease free from any interference by Lessor or any other person.
3. Force Majeure: Neither party to this Lease shall be liable for non-performance of any obligations under this Lease if such non-performance is caused by a Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.
4. Utilities: Where a checkmark is placed in the box of the column under a party below, it is that party's responsibility to pay for those services to the Premises. Lessee will not have direct access to campus data closets. Network Maine will help to extend a connection from whomever the Lessee chooses to contract with for Internet Access to one of the rooms.

 Lessor Lessee

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  | Water |
|  |  |  | Sewer |
|  |  |  | Refuse Removal |
|  |  |  | Fuel |
|  |  |  | Electricity |
|  |  |  | Heating and Cooling Systems |
|  |  |  | Maintenance and Upkeep |
|  |  |  | Carpeting |
|  |  |  | Lighting Fixtures |
|  |  |  | Telephone Installation, Service, Billing and Long Distance Charges |
|  |  |  | Cable Television |
|  |  |  | Snow Removal |
|  |  |  | Internet Access |

Lessee shall furnish and pay for any other services or supplies it desires for which responsibility is not designated above.

1. Parking: Parking on the Premises is provided at the discretion of Lessor and subject to Lessor's published parking policies, as amended from time to time.
2. Default: Lessor shall have the right to terminate this Lease without further obligation in the event Lessee breaches any term or covenant of this Lease and Lessee fails to correct such a breach within thirty (30) days after written notice to Lessee.
3. Lessor's Covenants: Lessor agrees to maintain the Premises in a condition fit for their intended use, make all necessary repairs of which Lessor is or becomes aware, including adequate heat and water and a sound physical structure.
4. Access: Lessee has the right of reasonable ingress and egress to the leased Premises.
5. Hazardous Waste: Lessee hereby covenants and agrees that it shall not, during the term of this lease, including any extension or renewal hereof, permanently place, cause to be placed, deposit or discharge any hazardous waste upon the demised premises, and further expressly agrees that it shall indemnify Lessor from any and all costs, expense or liability, of whatever kind of nature, incurred by the Lessor in detecting, evaluating, removing, treating, disposing of or otherwise responding to any hazardous waste placed or deposited by Lessee in violations of the Article.
6. The University of Maine System requires a 'carve out" of at least 3,500 sq ft which will include the IT room where the 3-ring binder is located.  This distribution hub provides connectivity to North Eastern and Northern Maine and is sponsored by the State of Maine and the University of Maine IT Department.

IN WITNESS WHEREOF, the authorized representative of the parties have executed this Lease Agreement on this        day of                            , 20     .

LESSOR: LESSEE:

Signature:                                                           Signature:

Printed Name:                                                     Printed Name:

Title:                                                                    Title:

STATE OF MAINE

                                                               ss                                              , 20

## Then personally appeared before me the above-named                                                                in his/her capacity as                                                                of the University of Maine System and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Notary Public/Attorney at Law

Printed Name

My Commission Expires:

STATE OF MAINE

                                                               ss                                              , 20

## Then personally appeared before me the above-named                                                                in his/her capacity as                                                                of the and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Notary Public/Attorney at Law

Printed Name

My Commission Expires:

ATTACHMENT A

# [Please insert floor plan, listing the street address, floor number, and room number of leased space]