

LEASE AGREEMENT DWM 10-2-2024

This Lease Agreement, made and entered into this ____ day of _____, 20____, by and between the _____ (hereinafter the “Lessor”) and the University of Maine System, acting by and through its University of Maine (hereinafter the “Lessee”).

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

1. **Premises:** Lessor hereby leases to Lessee, and Lessee rents and takes from Lessor the following described premises (the “Premises”) 80 Belmont Avenue, Belfast, Maine 04967, which are further described in Appendix A (which shall include a floor plan, if applicable, of the Premises), which is appended to and, by this reference, incorporated into this Lease.

The Hutchinson Center serves as the home to one of several University of Maine System connectivity hubs, strategically located to support Internet connectivity across the state. This specific hub plays a vital role in facilitating Internet access to numerous public and private educational institutions, libraries, and community centers spanning the greater Belfast, Camden, and Rockland regions.

2. **Term:** The Initial Term of this Lease shall be from _____ until _____, 2029. At the expiration of any term of this Lease, this Lease may be extended **at the option of the Lessee** in a writing signed by both parties, for up to 3 additional term(s) of 5 years each (each a “Renewal Term”), on the same terms and conditions of this Lease, except as to rent which may be modified by mutual agreement. If, upon the conclusion of the Initial Term or any Renewal Term, the Lessee exercises its extension option and the parties are unable to agree to any modifications of rent, then this Lease shall continue on the same terms and conditions in effect during the prior term.
3. **Rent:** The Lessee agrees to pay to the Lessor \$ _ as annual rent for the Premises, which rent shall be paid in ____ installment(s) of \$ _ annually, and which shall be paid to the Lessor within 30 days of the commencement of this Lease. In the event of early termination of this Lease, Lessor shall rebate a prorated any amount of rent that has been prepaid Lessee.

4. **Use of Premises:** Lessee shall use and occupy the Premises for the following purpose(s) only:

To operate a distribution hub for Maine’s Research and Education Network, MaineREN, which will be maintained by the University of Maine System IT Department to be located in Room 100Y.

Lessee shall not use the Premises for any other purpose without the prior written consent of the Lessor.

5. **Insurance:** With respect to and during the term of this lease, Lessee and Lessor shall each 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. A

certificate of insurance evidencing insurance coverage(s) shall be provided to the other party prior to the commencement of this Lease.

The Lessor shall maintain property and casualty insurance on the Premises with an appropriate insurance limit and on a replacement cost basis. Lessee is responsible for insuring or self-insuring Lessee's personal property.

6. Liability: Nothing in this Lease shall be construed as an indemnification by one party of the other for liabilities or claims of a party or third persons for property loss or damage or death or personal injury arising out of the performance of this Lease. Any liabilities or claims for property loss or damage or death or personal injury by a party or by third persons, arising out of the performance of this Lease shall be determined according to applicable law. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such liabilities or claims; and each shall continue to enjoy all rights, claims, immunities and defenses available to it under law, including but not limited to the Maine Tort Claims Act, 14 M.R.S.A. §8101, et seq.
7. 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.
8. Termination: The Lessee shall have the right to terminate this Lease by giving at least 30 days written notice to the Lessor and setting forth in such notice the effective date of termination. In the event that Lessee is not appropriated funds for the next fiscal year to continue this Lease, then Lessee shall have the right to terminate this Lease at the end of the period for which appropriations are available to fund this Lease, and Lessee shall not be obligated to make any payment to Lessor beyond the end of such period.
9. Assignment: This Lease may be assigned, transferred or conveyed by the Lessee with the written consent of the Lessor. The use of the Premises by any such sub-lessee or assignee shall be substantially similar to the use described in section 4 hereof.
10. Non-discrimination: Lessor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, genetic information, disability, or veteran status. Lessor warrants that the Premises are physically accessible to individuals with disabilities. The Lessee encourages the employment of individuals with disabilities.
11. 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.
12. 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 portions of this Lease.

13. 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.
14. 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, 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. 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.
15. 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 of damage and amount of usable space, to either continue with the Lease, or choose to terminate the Lease without further obligation. In any event, Lessee's rent shall be abated to the extent its use is prevented or reduced by such condemnation, damage or taking.
16. 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.
17. Binding Effect: This Lease shall both benefit and bind the parties hereto and their respective successors, personal representatives and permitted assigns.
18. Taxes: The Lessor shall be solely responsible for any and all taxes assessed against the Premises, including, but not limited to, real estate taxes.
19. Breach by Lessor: Lessee shall have the right to terminate this Lease without further obligation in the event Lessor breaches any term or covenant of this Lease and Lessor fails to correct such breach within thirty (30) days after written notice to Lessor.
20. 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.

21. 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:

To Lessee:

University of Maine System
Attention: Executive Director Networkmaine
5752 Neville Hall
Orono, ME 04469-5752

info@networkmaine.net
sourcing@maine.edu

and

University of Maine System
Office of General Counsel
15 Estabrooke Dr.
Orono, ME 04469

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.

22. Lessor's Authority: Lessor covenants and warrants that it has the full authority and right to lease the Premises to the Lessee in accordance with the terms of this Lease.

23. 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.

24. Force Majeure: Neither party to this Lease shall be liable for non-performance of any obligation 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.

25. Utilities: Where a 'X' is placed in the table of the column under a party below, it is that party's responsibility to pay for those services to the Premises.

Lessor	Lessee	Services
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X		Water
X		Sewer
	X	Fuel (for electrical generator)
X		Fuel (Remainder of the facility)
	X	Electricity (Room 100Y only)
X		Electricity (Remainder of the facility and grounds)
	X	Heating and Cooling System (Room 100Y leased only)
X		Heating and Cooling System (Remainder of the facility)
X		Maintenance and Upkeep
	X	Carpeting – Flooring (Room 100Y)
	X	Lighting Fixtures (Room 100Y)
X		Trash Removal
X		Snow Removal

Lessee shall furnish and pay for any other services or supplies it desires for which responsibility is not designated above, including but not limited to telecommunications and internet services.

26. Default: A breach of a material provision of this Lease shall be considered a default. Upon default, the nonbreaching party shall provide the other party with a written notice of the breach of the Lease terms or conditions and the other party shall then have 30 days either to cure the default, or commence corrective action if the default cannot be cured in 30 days. If the default cannot be cured in 30 days, Lessee shall have a reasonable time to complete the cure. If the default is not cured within a reasonable time, the nonbreaching party may terminate this Lease after providing written notice of termination that sets forth the termination date.
27. 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, and to maintain the grounds and remove the rubbish.
28. Access: Lessee has the right of reasonable ingress and egress to the leased Premises.
29. Documentation: Lessor shall provide to Lessee at the time of signature of this Lease a completed and signed IRS Form W-9, if applicable, and any other documentation required by the Lessee to process payments to the Lessor under this Lease.
30. Memorandum of Lease: Lessee may record a memorandum of this Lease in the Waldo County Registry of Deeds.

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

LESSOR:	LESSEE:
By:	By:
Signature	Signature
Printed Name	Printed Name
Title	Title

STATE OF MAINE

_____ ss _____, 20 _____

Then personally appeared before me the above-named _____, the duly authorized _____ of _____, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity, and the free act and deed of _____.

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 _____, the duly authorized _____ of the University of Maine System, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity, and the free act and deed of the University of Maine System.

Before me,

Notary Public/Attorney-at-Law

Printed Name
My Commission Expires:

APPENDIX A – Lease space includes Room 100Y as highlighted below: