

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

January 31, 2022

Be it ordained by the City Council of the City of Newburyport as follows:

THAT the City Council of the City of Newburyport hereby approve and authorize the lease of tenant space at the Senior Community Center, 331 High Street, to PortMedia/Newburyport Community Media Center, Inc. (NCM) in accordance with the attached draft lease agreement, which will extend NCM's current lease of said premises until September 2025.

FURTHER ORDERED THAT, the Mayor is hereby authorized to execute the attached draft lease in its final form and to take any other action necessary or convenient to carry out this Order.

Councillor James J. McCauley

CITY OF NEWBURYPORT
Lease for Space at 331 High Street, Newburyport, MA 01950
Senior Community Center

ARTICLE I: SUMMARY

1.1 Key Terms

- a. DATE OF LEASE: July 1, 2022

- b. LANDLORD: CITY OF NEWBURYPORT

- c. LANDLORD'S ADDRESS: Newburyport City Hall
60 Pleasant Street
Newburyport, MA 01950
Attn: Mayor's Office

- d. TENANT: PortMedia
Newburyport Community Media Center, Inc.
d/b/a PortMedia

- e. TENANT ADDRESS: 3 Graf Road, Suite #11
Newburyport, MA 01950
Attn: Sarah Hayden, Executive Director

- f. PROPERTY: Senior Community Center
331 High Street
Newburyport, MA 01950

- g. LEASED PROPERTY DESCRIPTION: Approximately 1,475 square feet of space at the Senior Community Center at 331 High Street, Newburyport, Massachusetts.

- h. RENT: As set forth in section 3.1 of this Lease below.

- i. TERM OF LEASE: This Lease shall run from July 1, 2022 and shall terminate on September 30, 2025, unless renewed as provided in Section 3.1.c below or sooner terminated as provided in Articles VI and VII below.

ARTICLE II: PREMISES

2.1 Premises

Landlord does hereby demise and lease unto Tenant those premises ("Premises") described in Section 1.1.g.

Tenant shall have, as appurtenant to the Premises, the right to use all sidewalks, parking amenities, any common entrances and exits, and also any pipes, ducts, conduits, wires, and equipment serving the Premises, in common with others entitled thereto.

The Tenant shall use the Premises to operate a public community media center including facilities, equipment and training for the production and distribution of media content including, but not limited to, PEG programming in accordance with the Articles of Organization of the Corporation.

ARTICLE III: RENT; DATE OF OCCUPANCY

3.1 Rent Payment

a. Throughout the term of this Lease, the Tenant shall pay rent ("Rent") on the first day of each and every calendar month, in advance. All such payments to be delivered to the Landlord at the mailing address aforesaid or at such other place as the Landlord shall from time to time designate in writing, without notice, demand, off-set or deduction (unless herein specifically authorized).

b. The Rent shall be paid as follows:

7/1/2021 through 6/30/2022	\$ 1,105.81/month **
7/1/2022 through 6/30/2023	\$ 1,127.93/month
7/1/2023 through 6/30/2024	\$ 1,150.49/month
7/1/2024 through 6/30/2025	\$ 1,173.50/month
7/1/2025 through 9/30/2025	\$ 1,196.97/month

** This monthly rate shall supersede the prior month-to-month lease payment of \$1,084.13 applicable from the initial lease (2016-2021), said rate to be effective on the date of lease execution noted below.

Tenant shall have the right to occupy the premises at the commencement date.

c. After the initial term as outlined in section b., and provided that the tenant is not otherwise in default of any provisions of this lease, Tenant may request an extension of the term of the Lease for up to five (5) additional years at a rent payment, and on terms, mutually agreeable to both parties. Said extension shall be at the sole discretion of the Landlord. No extension shall be for a term in excess of five (5) years. In the event Landlord decides to grant such an extension, the parties shall execute an amendment to this Lease which shall extend the term of the Lease upon terms and conditions mutually acceptable to the parties.

ARTICLE IV: LANDLORD'S COVENANTS

4.1 Ownership and Title

The Landlord warrants and represents that it is the owner of the Premises.

4.2 Quiet Enjoyment

The Landlord hereby warrants and covenants that Tenant shall have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of the Landlord, or by any other person(s) for whose actions the Landlord is legally responsible.

The Landlord or its agents may, at reasonable times and without interfering with Tenant's operations, enter the Premises to make repairs or to view the Premises. Landlord shall give Tenant a minimum of twenty-four (24) hours notice for such visits, provided however that Landlord may enter the Premises at any hour and without twenty-four (24) hours notice in the case of an emergency affecting the Premises or the Property.

Landlord may enter to show the Premises to prospective tenants only during the last six (6) months of the term of the Lease, and to prospective purchasers only after a minimum of twenty-four (24) hours notice to Tenant.

ARTICLE V: TENANT'S COVENANTS

5.1 Use of Premises

Tenant shall use the Premises only for the Permitted Uses. The Tenant shall, at its expense, obtain any and all licenses and permits necessary for such use and comply with all governmental laws, ordinances and regulations applicable to the use of the Premises. The Tenant shall not use the Premises in any manner that constitutes a nuisance. The Tenant shall not permit the Premises to be used in any way which would, in the opinion of the Landlord, be extra-hazardous or which would increase or render void the fire insurance on the Premises.

5.2 Compliance With Applicable Laws and Removal of Liens

Tenant shall comply with all laws, orders and regulations of federal, state, county and city authorities, and with any of Landlord's rules and regulations which may be set forth in this Lease, all of which are applicable to Tenant's use of the Premises.

5.3 Assignment and Subleasing

Tenant shall not assign the lease without the Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of the Tenant's interest in the Lease by operation of law.

5.4 Improvements, Alterations and Additions

a. The Tenant may make non-structural alterations or additions to the Premises without the Landlord's prior written consent. The Tenant may make structural alterations or additions to the Premises, provided Tenant shall first obtain the Landlord's prior written consent thereto, which consent shall not be unreasonably withheld. All such allowed or required alterations or additions shall be at Tenant's expense, and shall be in quality at least equal to the present construction. Tenant shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Tenant in connection with work of any character performed at the direction of the Tenant and shall cause any such lien to be released of record without cost to Landlord. Landlord acknowledges that Tenant shall be required to enter into a loan agreement with a commercial lending institution for the purposes of providing funding for the construction build-out of Tenant's improvements to be made on the premises.

b. The Tenant shall procure all necessary permits before undertaking any work on the Premises, including without limitation any structural alterations, and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of prime quality and shall defend, hold harmless, exonerate and indemnify the Landlord from all injury, loss or damage to any person or property occasioned by such work. The Tenant shall at all times comply with, to the extent the same are applicable, (i) orders, rules and regulations of any Board of Fire Underwriters, or any other body hereafter constituted exercising similar functions, and governing insurance rating bureaus; and (ii) plans and specifications (which shall be prepared by and at the expense of the Tenant and approved by the Landlord prior to beginning any work). The Tenant agrees to employ responsible contractors for such work and shall cause such contractors to carry workers' compensation insurance in accordance with statutory requirements and comprehensive public liability insurance and automobile liability insurance covering such contractors on or about the Premises in amounts reasonably acceptable to the Landlord and agrees to submit certificates evidencing such coverage to the Landlord prior to the commencement of and during the continuance of such work.

c. Should any improvements, alterations or repairs be made to the Premises or material be furnished or labor be performed therein or thereon by or on behalf of the Tenant, as permitted under the terms of this Lease, the Landlord shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Premises or any part thereof, but all such improvements, alterations and repairs shall be done and materials and labor furnished at

the Tenant's expense, and the laborers and materialmen furnishing labor and materials to the Premises or any part thereof shall release the Landlord and the Premises from any liability.

d. All structural alterations and additions made by Tenant shall become the exclusive property of the Landlord upon completion. All nonstructural alterations and additions made by Tenant shall remain the exclusive property of the Tenant. The Tenant may at any time, at its sole option, remove any such alteration or addition and restore the Premises to the same conditions as prior to such alteration or addition, reasonable wear and tear and damage by fire or other casualty only excepted.

5.5 Utilities; Maintenance and Repairs

a. The Landlord shall have no obligation to provide utilities for the Premises or for general maintenance of the Premises. The Tenant shall be responsible for one hundred percent (100%) of its telephone, data, water, sewer, electricity and gas bills. The Tenant shall, if requested by Landlord, provide the Landlord with evidence of payment of utilities. If Tenant fails to pay the same when due, Landlord shall have the right, but not the obligation to pay the same, and to charge the Tenant the costs thereof, which shall be paid promptly by Tenant upon demand. The Landlord shall have the same remedies as to nonpayment of utility charges as it has for nonpayment of Rent.

b. Tenant shall be responsible, at its sole expense, for the general maintenance of the Premises. Tenant shall keep the Premises, including, without limitation, the electrical fixtures, windows, halls, stairwells, lavatories and all other areas of the Premises, the landscaping, the parking areas of the Premises, all pipes, wiring and lighting, all plumbing and utility lines serving the Premises, the boilers and the heating and ventilating system and the fire protection equipment and systems serving the Premises, in good and safe order, condition and repair, excepting only reasonable use and wear and damage by fire or other casualty. Tenant agrees to keep, operate, use and maintain every part of the Premises in conformity with all requirements of the law and applicable fire underwriting and related regulations, and to do all other work necessary to comply with the foregoing covenant.

c. If repairs are required to be made by the Tenant pursuant to the terms hereof, the Landlord may demand that the Tenant make the same forthwith, and, if the Tenant refuses or neglects to commence and diligently pursue the completion of such repairs within thirty (30) days after such demand, or forthwith in the case of emergency repairs, the Landlord may (but shall not be required to do so) make or cause such repairs to be made and shall not be responsible to the Tenant for any loss or damage that may accrue to the Tenant property or business by reason thereof. Except in the case of emergency repairs, such repairs made or caused to be made by the Landlord shall not unreasonably interfere with the Tenant's operation of the permitted uses in the Premises. If the Landlord makes or causes such repairs to be made, the Tenant agrees that the Tenant will forthwith, on demand, pay to the Landlord the cost thereof and, if the Tenant shall

default in such payment, the Landlord shall have the remedies provided herein as for default of the Lease.

d. Notwithstanding the Tenant's maintenance and repair obligations set forth above, the Landlord agrees, at its expense and upon written notice of the need therefor from the Tenant, to make all major structural repairs reasonably determined by the Landlord to be necessary, including the building exterior, the roof, framing, floor slabs, and foundation of the Premises, the heating and ventilation system, and the septic system serving the Premises. Notwithstanding the foregoing, the Tenant shall bear the cost and expense of any repairs to the Premises necessitated due to the acts or omissions of the Tenant or its agents, servants, employees or invitees. The Landlord shall make such repairs within a reasonable time, consistent with the Landlord's budgetary, appropriation and borrowing requirements and with the Landlord's obligation to comply with legal requirements relating to public building projects and public procurement.

5.6 Yield Up at Termination of Lease

Tenant shall at the expiration or other termination of this Lease remove all Tenant's effects from the Premises. Tenant shall deliver the Premises to Landlord in the condition in which Tenant is required to maintain the same as set forth in this Lease, reasonable wear and tear excepted and fire and other casualty excepted.

5.7. Indemnification

a. The Tenant shall, during the term hereof, assume and maintain exclusive control of the Premises and, to the maximum extent this Lease may be made effective according to law, the Tenant agrees to defend, indemnify and save harmless the Landlord from and against all claims, expenses or liability of whatever nature arising from any act, omission or negligence of the Tenant, the Tenant's contractors, licensees, agents, servants, employees, customers, and invitees, or anyone claiming by, through or under the Tenant, or arising, directly or indirectly, from any accident, injury or damage whatsoever, however caused, to any person, or to the property of any person, occurring after the date that Tenant occupies the Premises and until the end of the term of this Lease and, thereafter, so long as the Tenant or any occupant claiming under the Tenant is in occupancy of any part of the Premises, in or about the Premises, or arising from any accident occurring outside the Premises but within the general area of the Premises, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence on the part of the Tenant or Tenant's contractors, licensees, agents, servants, employees, customers, or invitees, or anyone claiming by, through or under the Tenant.

The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, including attorneys fees, and the defense thereof with counsel acceptable to the Landlord or counsel selected by an insurance company which has accepted liability for any such claim.

b. To the maximum extent this Lease may be made effective according to law, the Tenant agrees to use and occupy the Premises at the Tenant's own risk, and the Landlord shall have no responsibility or liability for any loss or damage to fixtures or other personal property of the Tenant or any person claiming by, through or under the Tenant. Without limitation, the Tenant agrees that the Landlord shall not be responsible or liable to the Tenant, or those claiming by, through or under the Tenant, for any loss or damage resulting to the Tenant or those claiming by, through or under the Tenant, its or their property from the breaking, bursting, stopping or leaking of electric cables and wires, and water, gas or steam pipes.

c. The provisions of this Section 5.7 shall survive any termination of this Lease.

5.8. Insurance

a. The Tenant agrees to maintain in full force from the date upon which the Tenant first enters the Premises for any reason, until the expiration of the term of this Lease, and there-after so long as the Tenant is in occupancy of any part of the Premises, a policy of comprehensive public liability and property damage insurance under which the insurer agrees to indemnify and hold the Landlord, and those in privity of estate with the Landlord, harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages mentioned in Section 5.7 above, in the broadest form of such coverage from time to time available in Massachusetts. Each such policy shall be non-cancellable and non-amendable with respect to the Landlord and the Landlord's designees without thirty (30) days prior written notice to the Landlord and the Landlord's designees, and a duplicate original or certificate thereof shall be delivered to the Landlord within ten (10) business days from the date of this Lease.

b. The minimum limits of Tenant's comprehensive general liability insurance shall be not less than One Million Dollars (\$1,000,000.00) per occurrence for Bodily Injury and Property Damage, Combined Single Limit with a \$2,000,000 Annual Aggregate limit, Umbrella Liability of at least \$2,000,000/occurrence, \$2,000,000 aggregate, and Workers' Compensation coverage as required by law. However, the Landlord shall have the right to require the Tenant to increase such limits when, during the term of this Lease, minimum limits of liability insurance commonly and customarily carried on properties comparable to the Premises by responsible owners or tenants are more or less generally increased, it being the intention of this sentence to require the Tenant to take account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Premises.

c. The Landlord shall have the same rights and remedies for the non-payment by the Tenant to the Landlord of amounts due on account of insurance premiums as the Landlord has under this Lease for the failure of the Tenant to pay the Rent.

d. The Tenant agrees that it shall continuously keep its fixtures, merchandise (if any), equipment and other personal property from time to time located in, on or about the Premises, and all leasehold improvements to the Premises constructed or installed by the

Tenant insured by reputable, duly licensed insurance companies against loss or damage by fire with the usual extended coverage endorsements. Within a reasonable time after the Tenant enters the Premises, no less often than annually thereafter, and at any other time upon the request of the Landlord, the Tenant shall furnish to the Landlord evidence of such continuous insurance coverage satisfactory to the Landlord. It is understood and agreed that the Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

e. Lessor shall be named as an additional insured on all insurance policies. All required insurance shall be written with such companies qualified to do business in Massachusetts, as the Tenant shall select.

f. The proceeds of such insurance, subject to the requirements of any mortgage on the Premises, shall be a trust fund for the purpose of covering the cost of restoration or repair of the Premises to its former condition in accordance with the terms and provisions of this Lease, all as hereafter provided, and any balance remaining after full payment of all such cost and expense of restoration or repair shall be paid over to the Tenant.

g. Throughout the term of this Lease, the Tenant shall furnish to the Landlord all policies of insurance or renewal policies or certificates of insurance, all as may be required by any of the foregoing provisions, not later than thirty (30) days prior to the date when other insurance coverage maintained in accordance with their terms of this Lease is scheduled to expire. Without limiting the Landlord's other rights under any other provisions of this Lease, if the Tenant shall fail to keep the Premises insured as provided herein, and if such failure shall continue to a period of ten (10) days following written notice by the Landlord to the Tenant thereof, then the Landlord, without further notice to the Tenant, may take out and pay for such insurance, and the amount of such payment shall become due and payable as additional Rent on demand.

h. Tenant hereby waives any and all rights of recovery which it might otherwise have against the Landlord, its agents, employees and other persons for whom the Landlord may be responsible for any loss or damage to Tenant's property or improvements in the Premises which are either required to be insured under the terms of this Lease or which Tenant, in the absence of any such requirement, elects to insure, notwithstanding that the loss or damage may result from the negligence, willful act or default under the terms of this Lease by Landlord, its agents, employees, contractors, or other persons for whom Landlord may be responsible.

i. The Landlord agrees to maintain a policy of insurance upon the Premises, with such deductibles as the Landlord deems advisable, insuring against fire and the risks covered by extended coverage endorsements, subject to appropriate co-insurance requirements, as well as insurance against breakdown of boilers and other machinery as customarily insured against, but specifically excluding any property of the Tenant or fixtures installed by the Tenant.

ARTICLE VI: CASUALTY; EMINENT DOMAIN

6.1 Casualty Loss; Taking by Eminent Domain

a. For the purposes of this section, "substantial part" shall be defined as that portion of the property which if damaged or taken by eminent domain would materially affect the use of the property for the purposes set forth in Section 5.1 above.

b. If a substantial part of the Premises shall be destroyed or damaged by fire or other casualty, or if a substantial part of the Premises shall be taken for any public or quasi-public use under governmental law or by right of eminent domain and the taking would materially interfere with the use of the Premises for the purposes for which it is then being used by the Tenant, then this Lease shall terminate at the election of either the Landlord or the Tenant. Any such termination shall be effective thirty (30) days after the date of notice thereof.

c. If any part of the Premises is damaged by fire or other casualty or is taken by a public authority and this Lease is not terminated by Landlord or Tenant as provided above, Landlord shall proceed with reasonable diligence to repair and restore the Premises, or what remains thereof in the case of a partial taking, to their condition prior to such damage, destruction, or taking.

d. In the event of a taking by eminent domain, the Landlord shall have, and hereby reserves and excepts, and the Tenant hereby grants and assigns to the Landlord, all rights to recover for damages to the Premises and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage. The Tenant covenants to deliver such further assignments and assurances thereof as the Landlord may from time to time request, hereby irrevocably designating and appointing the Landlord as its attorney-in-fact to execute and deliver in the Tenant's name and behalf all such further assignments thereof. Nothing contained herein shall be construed to prevent the Tenant from prosecuting in any condemnation proceedings a claim for the value of any of the Tenant's usual trade fixtures installed in the Premises by the Tenant at the Tenant's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable hereunder by the Landlord from the taking authority.

ARTICLE VII: TERMINATION; DEFAULT

a. Notwithstanding anything herein to the contrary, Landlord reserves the right to terminate this Lease, at any time, by giving the Tenant at least one year prior written notice thereof, whereupon this Lease shall be null and void, except for those provisions that are expressly stated to survive termination.

b. In the event that:

i. Tenant fails to pay Rent, other charges or additional rent within the time specified in this Lease and such default continues for ten (10) days after written notice thereof,

ii. Tenant defaults in the observance or performance of any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days after written notice,

iii. Tenant files a petition in bankruptcy under any bankruptcy act or makes an assignment for the benefit of creditors, or

iv. Involuntary proceedings under any bankruptcy law are initiated against the Tenant or a receiver or trustee is appointed for the Tenant and such proceedings are not dismissed or the receivership or trusteeship vacated within thirty (30) days, then Landlord shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the term of this Lease ended, and remove Tenant's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. Tenant shall indemnify Landlord against all loss of rent and other payments, which Landlord may incur by reason of such termination during the residue of the term. If Tenant shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Tenant's part to be observed or performed under or by virtue of any of the provisions in any provision of this Lease, Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest and costs, shall be paid to Landlord by Tenant as additional Rent.

c. The Landlord shall not be in default in the performance of any of the Landlord's obligations hereunder unless and until the Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by the Tenant to the Landlord properly specifying wherein the Landlord has failed to perform any such obligation.

d. Without limiting any of the Landlord's rights and remedies hereunder, and in addition to all other amounts the Tenant is otherwise obligated to pay, it is expressly agreed that the Landlord shall be entitled to recover from the Tenant all costs and expenses, including reasonable attorneys' fees, incurred by the Landlord in enforcing this Lease from and after the Tenant's default.

ARTICLE VIII: MISCELLANEOUS

8.1 Changes in Lease

None of the covenants, agreements, provisions, terms and conditions of this Lease shall in any manner be changed, altered, waived or abandoned except by a written instrument signed, sealed and mutually agreed upon by all the parties hereto, and approved as required by law. Such instrument shall not be void for want of consideration.

8.2 Holding Over

If Tenant or anyone claiming under Tenant shall remain in possession of the Premises or any part thereof after the expiration of the term hereof, without any agreement in writing between Landlord and Tenant with respect thereto, prior to acceptance of rent by Landlord, the person remaining in possession shall be deemed a tenant at sufferance. After acceptance of rent by Landlord the person remaining in possession shall be deemed a tenant from month-to-month, subject to the provisions of this Lease insofar as the same may be made applicable to a tenant from month-to-month.

8.3 Severability

If any provision of this Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.

8.4 Force Majeure

In any case where either party hereto is required to do any Act, delays caused by or resulting from war, fire, flood or other casualty, unusual regulations, unusually severe weather, or other causes beyond such party's reasonable control shall not be counted in determining the time during which such Act shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time," and such time shall be deemed to be extended by the period of the delay.

8.5 Binding Agreement; Covenants and Agreements; Governing Law; Personal Liability

This Lease shall bind and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. All covenants, agreements, terms and conditions of this Lease shall be construed as covenants running with the land. This Lease contains the entire agreement of the parties and may not be changed or modified except by a written instrument in accordance with the provisions herein. This Lease shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of those laws shall not be deemed waived by any provision of this Lease.

The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act,

which would have originally constituted a violation, from having all the force and effect of a violation. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party to be bound thereby.

No mention in this Lease of any specific right or remedy shall preclude Landlord or Tenant from exercising any other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either in law or in equity.

No official, employee or consultant of the City of Newburyport shall be personally liable to the Tenant or any partner thereof, or any successor in interest or person claiming through or under the Tenant or any such partner, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Lease or any amendment or extension entered into pursuant hereto.

8.6 Notice

Any notice relating to the Premises or to the occupancy thereof shall be in writing and shall be deemed duly served when mailed by registered or certified mail, postage prepaid, addressed to the other party at the addresses listed in Section 1.1, or at such other addresses as the parties may from time to time designate by written notice to the other party.

8.7 Exhibits and Riders

The Exhibits and Riders attached hereto are made a part of this Lease for all purposes.

IN WITNESS WHEREOF, this Lease has been executed in duplicate by the parties hereto, underseal.

LANDLORD:

CITY OF NEWBURYPORT
by its MAYOR

By: _____
Sean R. Reardon, Mayor

DATE: _____, 2022

TENANT:

By: _____
Name:
Title:

DATE: _____, 2022