

COMMERCIAL RENTAL AGREEMENT

THE PARTIES

This Rental Agreement signed on _____ is between the First Universalist Church of Auburn, Unitarian Universalist and The Drop-In Center.

The lessor (church) is a business entity known as the First Universalist Church of Auburn, Unitarian Universalist, with a mailing address of 169 Pleasant Street, Auburn, ME 04210, hereinafter referred to as the UUAUB.

AND

The lessee (user) is a business entity known as the Drop-In Center with a mailing address of 9 N. River Road, Suite 548, Auburn, ME 04210, hereinafter referred to as the DIC.

DESCRIPTION OF RENTED SPACE. The UUAUB agrees to rent to the DIC the following described areas located at 169 Pleasant Street, Auburn, ME, 04210 (the "Premises").

- Vestry
- Kitchen
- Classroom
- Shower/Laundry Room

USE OF RENTED SPACE. The UUAUB is renting the space to the DIC and the DIC is hereby agreeing to rent the space for any not-for-profit and charitable legal use allowed in accordance with local, State and Federal laws, ordinances, insurance and liability requirements.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of UUAUB only, otherwise the DIC will be in default of this rental agreement.

Use of space shall be as follows:

- The classroom with bathroom is the DIC's storage room 24/7. Only this space and the kitchen shall be used for DIC storage (not under the vestry stage or the basement).
- The vestry shall be available two (2) days/week from 7 am - 4 pm (Wednesdays and Saturdays). These are the days guests are hosted in the space, and Monday mornings, 8 am – 12 noon for a work-day. DIC supplies shall be stored in the classroom/storage room when not in operation.
- The kitchen is a shared space. The shelf and sink area across from the washer/dryer shall be for church use only.
- The shower/laundry room during DIC hours with guests and Monday morning.
- The main lobby, hallway and stairs between the vestry and mezzanine level and hall to the kitchen entrance are entry points and must be kept clean and clear (fire regulations).

EXCLUSIVE USE. The DIC shall not hold exclusive rights on the Premises.

The UUAUB shall hold the rights to rent any areas of the property including the Premises and may consider events such as weddings, funerals and fundraisers. The UUAUB will provide the DIC with at least two weeks advance notice of such scheduled events using the Premises in conflict with DIC rental times and will provide a prorated discount in the following month's rent for the DIC's loss of use.

TERM OF RENTAL. This rental agreement shall commence on

_____ and expire at midnight on _____.

RENT AMOUNT. Payment shall be made by the DIC to the UUAUB in the amount of \$1500 per month for the Initial Term of the Rental Agreement hereinafter referenced to as the "Rent."

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the DIC to the UUAUB on a per month basis with payment due no later than the 1st of every month. Rent shall be paid by the DIC to the UUAUB's mailing address.

PRORATION PERIOD. The Rent shall be prorated on a daily basis starting on current resident until the start of the Initial term beginning on ...2023, referred to as the "Proration Period." During said period the DIC shall be able to take possession of the Premises and be required to make payment in the amount of \$1500 upon the execution of this Rental Agreement.

RETURNED CHECKS (NSF). If the DIC attempts to pay rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the DIC will be subject to a fee of \$35 in addition to any late fee.

LATE FEE. The UUAUB shall charge a late payment fee if rent is not paid on time in the following amount:

The DIC shall be charged a late fee in the amount of \$50 per occurrence if the rent is not paid after the 10th day payment is due.

OPTION TO RENEW. The renewal will be "At Will" monthly by mutual agreement. The first (1st) renewal period shall begin on xx,2023 with the Rent to be paid per month.

EXPENSES: In accordance with a Modified Gross Lease the responsibility of the expenses shall be attributed in part to the DIC, as follows, with any remaining expenses to be borne by UUAUB:

- The DIC will pay for their own consumable goods, cleaning supplies and any professional cleaning of the spaces used by them, including lobby and bathrooms used by guests.
- The DIC will install a bike rack outside of the kitchen entrance that does not block or hinder access to the doorway.

- If there is an insect and/or rodent infestation, the DIC shall pay for remediation by a licensed professional.
- The DIC shall be responsible for any trash removal costs.

MAINTENANCE The DIC shall properly maintain the Premises in a good, safe and clean condition, including but not limited to the replacement of light bulbs and the cleaning of windows and bathrooms, and shall properly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules, regulations or ordinances.

In addition, the DIC shall be responsible for the following maintenance and monitoring during its use of the Premises:

- Sharp containers will be kept clean and emptied in all bathrooms used by guests.
- All trash must be removed from the building after each operation, either offsite or to an on-site locked dumpster or trash cans (paid for by the DIC). No trash is to be stored in the back kitchen hall. If a dumpster is acquired, the location shall be discussed with UUAUB Building and Grounds prior to placement.
- No bikes, pull carts or shopping carts shall be brought into the building.
- All donations to the DIC shall be brought into the building at the time of delivery, not left outside.
- There shall be no overnight parking.
- There shall be no overnight sleeping.
- A DIC leader will walk through the entire church and stairwells after each operation to ensure the building is empty of guests and all exterior doors and windows locked.
- The DIC will ensure the maximum number of persons allowed in the vestry space at the same time as specified by the Auburn Fire Department, Auburn, ME is not exceeded.
- The Pleasant Street and kitchen entrances and exterior of the building and church grounds shall be monitored during DIC operation hours frequently to ensure compliance with behavior expectations. Appropriate action will be taken to stop violations.

GENERAL BEHAVIOR. The DIC shall implement and enforce with its staff, volunteers and guests a prohibition of the following behaviors on church grounds: smoking, drug use, drug dealing, littering, intentionally urinating or defecating outside bathrooms, obvious intoxication, fighting, yelling obscenities, panhandling or soliciting for money, and inappropriate interaction with unaccompanied minors.

- All persons known to be sex offenders must meet with the UUAUB Minister to create a safety plan when they are on church grounds.
- The DIC will notify the UUAUB Board and Minister when a guest has been issued a No Trespass Order by the police or if there is any other removal or barring of individuals due to violation of the above prohibited behaviors.
- If staff or volunteers of the DIC witness or reasonably suspect vandalism by a DIC guest of the UUAUB building or other property, the DIC will seek a No Trespass Order re: such guest from the Auburn Police.
- All persons shall be treated equally and with dignity, including church members and friends.

BUILDING ACCESS. The DIC will be given key code access to the building, which shall be shared among those DIC leaders responsible for opening and closing the building on days the DIC rents the space. Violation of this policy will result in revocation of key code access and access via no more than 2 physical keys shared among the leaders.

Issuance of keys will require a \$100 security deposit for each.

Use of the building outside of the rental agreement schedule and terms noted above, shall be scheduled with the church office or rented.

Violations of not scheduling building use will result in additional rental fees.

DIC POINTS OF CONTACT. The DIC will provide three points of contact to UUAUB, including names, phone numbers, and email addresses in case a situation arises that requires the church to reach out to them.

INSURANCE. The DIC shall provide and maintain personal liability and property damage insurance. The DIC will designate the UUAUB as an “also named insured.” The DIC shall provide the UUAUB with a copy of such insurance certification or policy prior to the effective date of this Rental Agreement. The insurance shall protect and indemnify the UUAUB for any injury, death, or property damage to occur on the property to the limits of \$1,000,000.00.

UTILITIES. The UUAUB shall provide utilities of gas, heat, electric, water, wi-fi to the DIC while on the Premises.

SECURITY DEPOSIT. A security deposit shall not be required in advance upon the signing of this Rental Agreement.

FURNISHINGS. The UUAUB will provide the following furnishings to the DIC upon the start of this Rental Agreement’s Initial Term: Kitchen appliances, equipment, tables, chairs, etc.

PARKING. The parking lot is available to the DIC volunteers and guests during hours of operation. Snow removal will be provided by the UUAUB. There shall not be any overnight parking provided to the DIC.

USER IMPROVEMENTS. The DIC agrees that no leasehold improvements, alterations or changes of any nature (except for those listed on any attached addenda) shall be made to the leasehold Premises or the interior/exterior of the building without first obtaining the consent of the UUAUB in writing, which consent shall not be unreasonably withheld, and thereafter, any and all use improvements/changes made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the UUAUB at the expiration or termination of this Rental Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the

subject leasehold Premises. If the DIC makes any improvements to the Premises the DIC shall be responsible for payment.

Nothing in the Rental Agreement shall be construed to authorize the UUAUB or any other person acting for the DIC to encumber the rents of the Premises or the interest of the DIC in the Premises or any person under and through who the DIC has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstances shall the DIC be construed to be the agent, employee or representative of UUAUB. In the event a lien is placed against the Premises, through actions of the DIC, DIC will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the DIC fails to have the lien removed, the UUAUB shall take steps to remove the lien and the DIC shall pay UUAUB for all expenses related to the lien and removal thereof and shall be in default of this Rental Agreement.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the DIC which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the UUAUB and/or their agents of any local, state, or federal officials upon demand.

REPAIRS. The DIC shall be responsible for all repairs on the Premises due to any damage caused by the DIC or its guests beyond normal wear and tear on the Premises.

In the event the Premises is damaged as a result of any neglect or negligence of DIC its employees, agents, business invitees, guests or volunteers, any independent contractors serving the DIC or in any way as a result of DIC's use and occupancy of the Premises, then the DIC shall be primarily responsible for seeing that the proper claims are placed with the DIC insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage are made in a timely fashion, including notice to the UUAUB and the party or parties causing the damage.

SALE OF PROPERTY. In the event of a sale of the Premises the UUAUB shall have the right to terminate this Rental Agreement by submitting written notice to the DIC. Notice shall be submitted at least 90 days.

INSURANCE. In the event DIC shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, UUAUB shall not be required to but may obtain the same and charge the DIC for same as additional rent. Furthermore, DIC agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended to coverage covering the Premises shall be increased by reason of any use of the Premises made by DIC, then DIC shall pay to UUAUB upon demand, such increase in insurance premium as shall be caused by said use or DIC's proportionate share of any such increase.

SUBLET AGREEMENT. The DIC may not transfer or assign this Rental Agreement, or any right or interest hereunder or sublet said rented areas or any part thereof.

DAMAGE TO RENTED PREMISES. In the event the building housing the rented Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of intentional acts or neglect of DIC and which precludes or adversely affects the DIC occupancy of the rented areas the rent shall be adjusted according to the extent to which the areas have been rendered unfit for use and occupation by the DIC and until the demised Premises have been put in a condition at the expense of the UUAUB at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that the UUAUB has no obligation to restore, replace or rebuild.

The DIC shall, during the term of this Rental Agreement, and in the renewal thereof, at its sole expense, keep the interior of the rented Premises in good condition and repair as it

is at the date of this Rental Agreement, minus normal wear and tear. This obligation would include the obligation to replace any plate glass damaged as a result of neglect or acts of DIC or their guests or invitees. Furthermore, the DIC shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. DIC shall also be responsible for the cost, if any, which would be incurred to bring its contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority. Written approval of any changes or modifications to any permanent part or finishing is required by the UUAUB.

DIC'S DEFAULT AND POSSESSION. In the event that the DIC shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Rental Agreement for a period of more than 30 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the UUAUB may declare the DIC terminated and may immediately re-enter said Premises and take possession of the same together with any of the Lessee's personal property, equipment or fixtures left on the Premises which items may be held by the UUAUB as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of DIC under the Rental Agreement. It is further agreed that if the DIC is in default, that the UUAUB shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the UUAUB in violation of its security interest in said items of personal property. Furthermore, in the event of default, the UUAUB may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements to the DIC, at the DIC's expense, without the need to first procure an order of any court to do so,

although remaining obligated in the interim to undertake reasonable steps and procedures to safeguard the value of DIC's property, including the storage of the same, under reasonable terms and conditions at DIC's expense, and, in addition, it is understood that the UUAUB may sue the DIC for any damages or past rents due and owing and may undertake all and additional legal remedies when available.

UUAUB'S DEFAULT. The DIC may send written notice to the UUAUB

stating duties or obligations that have not been fulfilled under the full performance of this Rental Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless UUAUB needs more time to cure or remedy such issue due to the unavailability of repair services or other reasons beyond its reasonable control, then the UUAUB shall be in default of this Rental Agreement.

If the UUAUB should be in default, the DIC shall have the option to terminate this Rental Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Rental Agreement the

UUAUB and DIC shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved when the UUAUB and DIC shall seek mediation in accordance with the laws in the State of Maine. If the UUAUB and DIC fail to resolve the dispute through mediation, then the dispute shall be heard by an arbitrator pursuant to the rules of the American Arbitration Association. UUAUB and DIC agree to be bound by any ruling or judgment made by the arbitrator.

INDEMNIFICATION. Except to the extent claims, liabilities or losses are

the result of the negligent acts or omissions or intentional misconduct of the UUAUB, its personnel or guests, the DIC hereby covenants and agrees to indemnify, defend and hold the UUAUB harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of the DIC's use and occupancy of the Premises, and further shall indemnify the UUAUB for any losses which the UAUB may suffer in connection with the DIC's use and occupancy or care, custody and control of the Premises. The DIC also hereby covenants and agrees to indemnify and hold harmless

the UUAUB from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the UUAUB is reasonably not aware of at the signing of the lease or at any time during the rental term.

BANKRUPTCY – INSOLVENCY. The DIC agrees that in the event all or a substantial portion of the DIC's assets are placed in the hands of a receiver or a trustee, and such status continues for a period of 30 days, or should the DIC make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the DIC institute any proceedings under the bankruptcy act or any amendment thereto, then this Rental Agreement or interest in and to the rented areas shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the UUAUB hereunder or by law provided, it shall be lawful for the UUAUB to declare the term hereof ended and to re-enter the rented area and take possession thereof and all improvements thereon and to remove all persons therefrom and the DIC shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the UUAUB, the DIC will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying rent of the property provided, however, that in such case the holder of such mortgage, or the UUAUB under such rent shall agree that the Rental Agreement shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or rental so long as the DIC shall not be in default on the terms of this Rental Agreement. The DIC agrees that this Rental Agreement shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

The DIC shall, in the event the sale or assignment of UUAUB interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage

made by UUAUB covering the Premises, attorn to the purchaser and recognize such purchaser as UUAUB under this Rental Agreement.

USAGE BY DIC. The DIC shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. The DIC shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the DIC allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken into or retained on the Premises. Furthermore, DIC shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by others or other activities of the building.

SIGNAGE. There is to be an open/closed sign on the lobby entrance window including hours of operation so DIC guests know when the DIC is open or closed. The DIC shall not place on any interior or exterior door, wall or window of the Premises any sign or advertising matter without UUAUB prior written consent and the approval of the local municipality. Thereafter, DIC agrees to maintain such sign or advertising matter as first approved by UUAUB in good condition and repair. Furthermore, DIC shall conform to any uniform reasonable sign plan or policy that the UUAUB may introduce with respect to the building. Upon vacating the Premises, DIC agrees to remove all signs and to repair all damages caused or resulting from such removal.

CONDITION OF PREMISES/INSPECTION BY DIC.

The DIC acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Rental Agreement that the Premises are in good condition and comply in all respects with the requirements of this Rental Agreement. The UUAUB makes no representation or warrant with respect to the

condition of the Premises or its fitness or availability for any particular use. The DIC represents that DIC has inspected the Premises and is renting and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. Code

12183 if the DIC is using the Premises as a public accommodation (e.g., restaurants, shopping centers, office buildings) or there are more than 15 employees on the Premises it must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, renters and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the DIC. UUAUB is not responsible for the cost of such changes, and work will be done by professional contractors only and will be subject to the UUAUB's prior written approval.

RIGHT OF ENTRY. It is agreed and understood that the UUAUB and its

agents shall have the complete and unencumbered right of entry to the Premises at any time or times, including for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment. UUAUB will make good faith efforts to avoid disrupting the DIC's operations when exercising its right of entry during the DIC's use of the Premises.

ESTOPPEL CERTIFICATE. The DIC, upon at least ten (10) days prior written request by UUAUB, shall execute, acknowledge and deliver to UUAUB and/or to any other person, firm or corporation specified by UUAUB a statement certifying that the Rental Agreement is unmodified and in full force and effect, or if the Rental Agreement has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by UUAUB under this Rental Agreement and, if so, specifying each such default.

HOLDOVER PERIOD. Should the DIC remain in possession of the Premises after the cancellation, expiration or sooner termination of the Rental Agreement, or any renewal thereof, without the execution of a new Rental Agreement or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

WAIVER. Waiver by UUAUB of a default under this Rental Agreement shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Rental Agreement shall be governed by the laws of the State of Maine.

NOTICES. Renter notices shall be addressed to the following:

Drop-In Center
 Greg Whitney
 9 N. River Road, Suite 548
 Auburn, ME 04210

UUAUB notices shall be addressed to the following:

President,
 Board of Directors,
 First Universalist Church,
 169 Pleasant Street,
 Auburn, ME 04210

AMENDMENT(S). No amendment of this Rental Agreement shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Rental Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Rental Agreement. All other terms and provisions of this Rental Agreement shall remain in full force and effect.

BINDING EFFECT. This Rental Agreement and any amendments thereto shall be binding upon the UUAUB and DIC and/or their respective successors, heirs, assigns, executors and administrators.

The parties have executed this Rental Agreement by their authorized representatives below.

First Universalist Church of Auburn, Unitarian Universalist Signature:

Signature: _____ Date: _____

Printed Name

Drop-In Center Signature:

Signature: _____ Date: _____

Printed Name