

TROLLEY STATION LEASE AGREEMENT

THIS AGREEMENT, made this 2nd day of April, 2018, by and between The Mayor and Council Boonsboro, hereinafter referred to as "Landlord", and National Road Heritage Foundation, Inc., a charitable organization, hereinafter referred to as "Tenant".

WITNESSETH:

1. LEASED (DEMISED) PREMISES AND RENTAL. That Landlord for and in consideration of the covenants and agreements hereinafter set forth and the rent hereinafter reserved, has, and does hereby lease the building and property located at 220 North Main Street, Boonsboro, Maryland also known as the "Trolley Station", unto said Tenant as follows:

The initial term of the Lease shall be fifteen (15) years (subject to the provisions hereof) commencing on the 16th day of September, 2014 and ending on the 16th day of September, 2029, both dates inclusive, at and for the rent of One-Dollar and Zero Cents (\$1.00) per year. The Tenant has the right to renew the Lease every fifteen years at the end of each successive term provided that Six (6) months notice is given to the Landlord prior to the end of each successive fifteen (15) year Lease. The Landlord has the right to renew the Lease every fifteen years at the end of each successive term provided that Six (6) months notice is given to the Tenant prior to the end of each successive fifteen (15) year Lease.

It shall be the responsibility of the Tenant to maintain the "Trolley Station" as a rehabilitated Trolley station.

2. REAL ESTATE TAXES. The property is exempt from Real Property Taxes.

3. PERSONAL PROPERTY TAXES. The Tenant shall be responsible for and pay all personal property taxes due on the leased premises.

4. UPKEEP OF PREMISES. Tenant agrees to keep leased premises and the fixtures therein in good order and condition.

5. SUBLETTING AND ASSIGNMENT. Tenant will not sublet leased premises or any part thereof, including desk space, or

transfer possession or occupancy thereof to any person, firm or corporation or transfer or assign this Lease without the prior written consent of Landlord, nor shall any subletting or assignment hereof be effected by operation of law or otherwise than by the prior written consent of Landlord. In the event that the Landlord consents to the subletting or assignment of the leased premises, the Tenant shall remain fully liable and obligated under all the terms, conditions and provisions of this Lease.

6. FIRE INSURANCE. Tenant will not do or permit to be done in the leased premises, or the building of which they form a part, or bring or keep anything therein, which shall in any way increase the rate of fire or other insurance in said building, or on the property kept therein, or obstruct, or conflict with the fire laws or regulations or with any insurance policy upon said building or any part thereof, or with any statutes, rules or regulations enacted or established by the Federal Government or by the State, Town or County. Landlord acknowledges that the premises contain hazardous materials and, provided Tenant does not commit any act which would increase the cost of insurance for the premises, Tenant will not be liable for any insurance cost of Landlord.

7. LIABILITY INSURANCE. The Town currently maintains liability insurance on the leased premises. The Town shall continue to provide public liability insurance in the amount of the existing coverage. The Town also shall maintain insurance on any improvements made to the aforestated premises. The Tenant shall be responsible for insuring its personal property, including but not limited to all historic artifacts and memorabilia maintained on the premises.

8. ALTERATIONS. Tenant will not make any alterations, installations, changes, replacements, additions, or improvements, structural or otherwise, in or to the leased premises or any part thereof, without the prior written consent of Landlord. The "Trolley Station" will be used to house transportation artifacts and memorabilia. It shall be the responsibility of the Tenant, in the event it desires to change the use of the leased premises, to obtain written permission from the Landlord.

9. FIXTURES, EQUIPMENT, ETC. The Tenant covenants, at the expiration or other termination of this Lease, to remove all goods and effects from the leased premises not the property of

the Landlord, and to yield up to the Landlord the leased premises and all keys, locks, equipment and other fixtures connected therewith (except trade fixtures and other fixtures belonging to the Tenant), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Tenant is not herein expressly made liable excepted.

10. TENANT'S AGREEMENT. (a) Tenant agrees to hold Landlord harmless and indemnified from all loss, damage, liability or expense incurred, suffered, or claimed by any person whomsoever by reason of Tenant's neglect or use of the premises or of anything therein or by reason of any injury, loss, or damage to any person or property upon the premises not caused by the negligence of Landlord. Tenant shall at all times during the term hereof keep in force at its own expense public liability insurance in companies acceptable to both Landlord and Tenant, with minimum limits of One Million Thousand Dollars (\$1,000,000.00) on account of bodily injuries to or death of one person, and One Million Dollars (\$1,000,000.00) on account of bodily injuries to or death of more than one person as the result of any one accident or disaster, and One Hundred Thousand Dollars (\$100,000.00) on account of damage to property, and Tenant will further deposit the policy or policies of such insurance or certificates thereof with Landlord.

11. ELECTRICAL EQUIPMENT. Tenant shall not install any equipment which will or may necessitate any changes, replacement or additions to or require the use of additional water, plumbing, heating, air conditioning or electrical systems without the prior written consent of the Landlord.

12. ACCESS. Tenant further agrees that it will allow Landlord, its agents or employees, to enter the leased premises at all reasonable times to examine, inspect or to protect the same or prevent damage or injury to the same.

13. ILLEGAL USE. Tenant will not use or permit leased premises or any part thereof to be used for any disorderly, unlawful or extra hazardous purpose not for any other purpose than hereinbefore specified.

14. PERSONAL PROPERTY. Landlord shall not be liable for any damage to any property, or person, at any time in leased premises, or the building of which they are a part, from steam, gases, or electricity, or from water, rain, or snow, whether

they may leak into, issue or flow from water, rain, or snow, whether they may leak into, issue or flow from, any part of said building, or from the pipes, or heating or air conditioning apparatus of the same, or from any other place. Tenant shall give Landlord prompt notice of any accident to or defect in the pipes, heating or air conditioning apparatus, or electric wires or systems in order that the same may be remedied by Landlord.

15. LIABILITY. Landlord assumes no liability or responsibility whatever with respect to the conduct and operation of the business to be conducted in leased premises nor for any loss or damage of whatsoever kind or by whomsoever caused, to personal property, documents, records, monies, business interruption loss, loss of profits or goods of Tenant or to anyone in or about premises, however caused or whether due in whole or in part to acts of negligence on the part of Landlord, its agents or servants, whether such acts be active or passive and Tenant agrees to hold Landlord harmless against all such claims.

16. UTILITIES. Tenant shall be responsible for all utilities.

17. DAMAGE BY FIRE OR CASUALTY.

(a) If the leased premises shall be destroyed or damaged, from whatsoever cause, so as to render them unfit for the purposes for which leased, and if it is reasonably possible to repair such destruction or damage within ninety (90) days, then Tenant shall not be entitled to surrender possession of the leased premises without the prior written consent of Landlord, but Landlord shall proceed to repair the destruction or damage with all reasonable speed and shall complete the same within ninety (90) days.

(b) If the leased premises shall be destroyed or damaged, from whatsoever cause, so as to render them unfit for the purposes for which leased, and if it is not at all reasonably possible to repair such destruction or damage within ninety (90) days, then each party shall have the option, by written notice given to the other within fifteen (15) days after such destruction or damage, to terminate this Lease as of eight (8) days after the giving of such notice, and, if such option is not exercised, Landlord shall proceed to repair the destruction or damage with all reasonable speed.

18. NOTICES. All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail. Notices to the respective parties shall be addressed as follows:

If to Landlord:

If to Tenant:

**Town of Boonsboro
21 North Main Street
Boonsboro MD 21713-1016**

**National Road Heritage Foundation
P.O. Box 71
Boonsboro, MD 21713**

Either party may, by like written notice, designate a new address and/or addresses to which such notices shall be directed.

19. NO WAIVER. That no waiver of any breach of any covenant, condition, or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself, or of any subsequent breach thereof.

All of the foregoing covenants of Tenant shall be in force without demand or notice during said term and for such further time as Tenant or any person or persons claiming under Tenant shall hold the demised premises.

20. SUCCESSORS. It is agreed that all rights, remedies and liabilities herein given to or imposed upon either party hereto, shall extend to their respective successors, executors, administrators and assigns.

21. PARTIAL INVALIDITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable. the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Lease shall be valid and enforced to the fullest permitted by law.

IN WITNESS WHEREOF, Landlord has set its hand and seal.

IN WITNESS WHEREOF, Tenant has set its hand and seal.

WITNESS/ATTEST:

Landlord:

Bruce Zimmerman
Interim Town Manager

Mayor and Council of Boonsboro
Howard W. Long, Mayor

TENANTS:

Witness

George E. Messner

Witness

Richard S. Keesecker

Mail to:

Bruce Zimmerman, Interim Town Manager
Town of Boonsboro
21 North Main Street
Boonsboro, MD 21713