

**EMERGENCY AGREEMENT FOR COVID-19 FOOD PANTRY
FOR CENTRAL FALLS RESIDENTS**

For the purpose of providing an emergency food pantry for Central Falls residents during the COVID-19 pandemic, this Emergency Lease Agreement (this "Lease") is entered into as of March 19, 2020, by and between **The City of Central Falls**, a Rhode Island municipal corporation located at 580 Broad Street, Central Falls, RI 02863 (hereinafter referred to as the "Lessor") and **the Casey Club d/b/a the Knight of Columbus / Sullivan Council 2700**, a Rhode Island domestic non-profit corporation with a principal place of business at 20 Claremont Street, Central Falls, RI 02863 (hereinafter referred to as the "Lessee").

It is mutually covenanted and agreed by and between the parties as follows:

1. **LEASING DETAILS:** For the purposes of this Lease, the following words and phrases are defined as set forth below:

Building:	The Building situated on the Land (as defined below) at that address commonly known as 20 Claremont Street, Central Falls, Rhode Island 02863 consisting of approximately 16,528 square feet ("SF").
Land:	That parcel of real estate situated at 20 Claremont Street, Central Falls, Rhode Island 02863 and designated as City of Central Falls Assessor's Map 8, Lot 182 on which the Building and all improvements are situated.
Lessor:	The City of Central Falls
Lessor's Address:	580 Broad Street Central Falls, RI 02863 Attn: City Solicitor
Lessee:	Casey Club d/b/a the Knight of Columbus / Sullivan Council 2700
Lessee's Address:	20 Claremont Street Central Falls, RI 02863 Attn: Leo Larivee, President
Leased Premises:	The Building (together with all other improvements) and Land on which the Building is located, excepting the portion of the Land, highlighted on the map in Exhibit A, which shall remain as the exclusive

property of the City.

Rent: \$1,000 per week, paid bi-weekly.

Term: Week to week, subject to the termination of the State of Emergency by the Governor or the written agreement of the parties; whichever comes sooner.

Rent Commencement Date: March 19, 2020

Termination Date: This agreement shall terminate upon the termination of the State of Emergency by the Governor or the written agreement of the parties; whichever comes sooner.

Renewal Options: By agreement of the parties in writing.

Right of First Refusal/
Option to Purchase: None.

Permitted Use: The Lessee shall use the Leased Premises as an COVID-19 Emergency Food Pantry for Central Falls Residents and for all purposes ancillary thereto.

Each reference in this Lease to any of the titles contained in this Section 1 shall be construed to incorporate the data stated under that title.

2. DESCRIPTION: The Lessor does hereby lease, demise and let unto the Lessee and the Lessee leases and takes from the Lessor the Leased Premises as described above in Section 1 on the terms and conditions set forth in this Lease.

A. The Lessee accepts the Leased Premises in its present, "AS IS" condition. Lessor and Lessee acknowledge and agree that any and all furnishings and equipment in the Leased Premises as of the Commencement of the Term shall be and become the property of Lessee. In connection with Lessee's occupancy, Lessee shall have the right from time-to-time to make such leasehold improvements as it deems necessary or desirable for the Permitted Use; such permitted leasehold improvements shall be defined as modifications or alterations to the Leased Premises for Lessee's use and occupancy of the Leased Premises and at Lessee's sole cost and expense, but it shall obtain Lessor's prior approval therefor, which approval Lessor shall not unreasonably withhold, condition or delay.

B. Lessee shall have appurtenant and exclusive rights to use all improvements at the Leased Premises, including without limitation exclusive rights for Lessee, its invitees and visitors to park in unassigned parking spaces in the parking lot, and to use the walkways, sidewalks and driveways necessary for access to the Building and parking lot. Lessee acknowledges and agrees that

Lessee, its employees, personnel, agents and business invitees, use any and all parking facilities of Lessor at their own risk, and Lessee, for itself, its employees, personnel and agents, hereby waives any and all claims against Lessor, its employees, agents and representatives, for property damage or other damage to vehicles arising out of the use of said parking facilities, other than damage resulting from the negligence of Lessor.

3. **TERM:** To have and to hold the Leased Premises unto the Lessee for and during the Term set forth in Section 1 and ending on the Termination Date, subject to Lessee's Renewal and Purchase Options, and Lessee's Right of First Refusal.

4. **RENT:** At the execution of the within Lease Agreement, the Lessee shall pay to the Lessor, at the address specified in Section 1, the Rent, without set-off or deduction, as set forth in Section 1, and Lessee shall pay said Rent to Lessor on each anniversary of the Rent Commencement Date.

A. **Real Estate and Personal Property Taxes.** Inasmuch as the Leased Premises are subject to taxes, Lessee shall have no responsibility to pay real estate taxes in connection with its use and occupancy of the Leased Premises during the Term. Lessor shall be responsible to pay directly all taxes charged against property, trade fixtures, furnishings, equipment, inventory, or any other personal property belonging to Lessee, if applicable.

5. **USE OF THE LEASED PREMISES:** The Leased Premises are to be used by the Lessee for the Permitted Use, as set forth above in Section 1.

6. **UTILITIES:** Lessor shall pay for all utilities used or consumed at the Leased Premises, including without limitation natural gas, electricity, water, sewer, internet access, telephone, cable, alarms and any other services or utilities used or consumed by Lessee in the Leased Premises.

7. **REPAIRS, MAINTENANCE, AND JANITORIAL SERVICE:** The Lessor shall be responsible for maintaining in good order, condition and repair the roof, foundation, exterior walls and structural components of the Building. Lessee shall maintain the interior of the Building, including glass in interior doors and windows, interior walls, ceilings and floors, in the same condition and state of repair as they are at the Commencement Date or as they may be put in during the Term of this Lease, reasonable wear and tear, damage by fire, and other insured against casualty only excepted. However, Lessor shall be solely responsible, and at its sole cost, for all necessary repairs, replacement or rebuilding of any electrical, mechanical, plumbing and HVAC systems, whether in whole or in part. The Lessee shall not permit the Leased Premises to be overloaded, damaged, stripped or defaced, or suffer any waste. Lessor has made and Lessee has relied upon no representations or warranties, whether express or implied, as to the condition of the Leased Premises or its suitability for Lessee's Permitted Use other than those, if any, which may be specifically set forth in this Lease. Lessee shall keep the Leased Premises, at Lessee's sole cost and expense, in a clean, sanitary and safe condition. Lessee shall arrange for waste removal at the Leased Premises, and Lessee agrees not to store or dispose of any hazardous or otherwise unlawful material at the Leased Premises. Lessor agrees to arrange, provide and pay for the snow removal at the Leased Premises and to provide said services in a timely manner.

8. LESSOR NOT LIABLE FOR DEFECTS: During the Term of the Lease, all merchandise, furniture and property of every kind and nature which may be upon the Leased Premises, as well as all property that may be brought to the Leased Premises by or for the Lessee, is to be at the sole risk and hazard of the Lessee, and if the whole or any part thereof is destroyed or damaged by fire, water, or otherwise, or by the use or abuse of water, or by the leaking or bursting of water pipes, or in any other way or manner, no part of the said loss or damage to said property or to the business of the Lessee is to be charged to, or borne by, the Lessor unless and only insofar as is required by the statutes or laws of the State of Rhode Island, or unless such loss results from the negligence of Lessor, its employees, personnel or agents.

9. FIRE, CASUALTY - EMINENT DOMAIN: Should the Leased Premises, or any part thereof, be damaged by fire or other casualty, or be taken by eminent domain, such that such damage, casualty or taking amounts to a material impairment of the Lessee's use and occupancy under this Lease, then the Lessor or the Lessee may elect to terminate this Lease. This Lease shall terminate as of the date of the taking if all of the Leased Premises are taken by condemnation. If neither Lessor nor Lessee elects to terminate, or if the extent of the damage is such that neither Lessor nor Lessee is entitled to terminate, Lessor shall restore the Leased Premises to a condition suitable for its intended use. The Lessee may elect to terminate this Lease if the Lessor fails to restore the Leased Premises to a condition suitable for its intended use within ninety (90) days of said fire, casualty or taking subject, however, to an extension of said time period for force majeure delays outside of the control of the Lessor, but such an extension to be no longer than sixty (60) days. In the event the Leased Premises or a portion thereof or the property of which they are a part are taken in condemnation proceedings or by exercise of any right of eminent domain, the Lessor reserves and will be entitled to collect, and the Lessee does hereby assign to the Lessor all of its rights in and to, the entire award that may be made in any such proceedings without deducting therefrom for any interest of the Lessee under the Lease; provided, however, that Lessee shall be entitled to collect such portions of any award as are specifically made (i) for the value of Lessee's improvements to the Leased Premises; and (ii) for Lessee's moving expenses.

10. ASSIGNING AND SUBLETTING: The Lessee covenants and agrees (i) that whether voluntarily, involuntarily, by operation of law or otherwise, neither this Lease nor the Leased Premises, nor any interest herein or therein, will be assigned, mortgaged, pledged, encumbered or otherwise transferred without Lessor's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned, and (ii) that the Leased Premises, shall not be used or occupied by anyone other than Lessee, or for any use or purpose other than a Permitted Use, or be sublet, in whole or in part, without Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

11. DEFAULT AND REMEDIES/TERMINATION: In the event of a breach by Lessee of any material covenant for the benefit of Lessor hereunder, Lessor shall promptly provide notice to Lessee at the address specified above in Section 1, which notice shall state in specific detail the alleged breach and the action required by Lessee to cure such breach. Upon receipt of such notice, Lessee

shall have thirty (30) days to cure the breach; provided, however, that if Lessee has commenced the cure within said thirty (30)-day period and is diligently effectuating said cure, the cure period shall be extended for such additional time as may reasonably be necessary to complete said cure. In the event that Lessee fails to cure the breach as aforesaid, then Lessee shall be in default of this Lease, and this Lease shall become and be terminated at the Lessor's sole and exclusive election by written notice to the Lessee of said termination. Lessee shall have twenty-one (21) days from receipt of said Notice to vacate the Leased Premises. Thereafter, and consistent with applicable requirements of Rhode Island law, Lessor may, in person or by agent or attorney and as its exclusive remedy, enter into and upon the Leased Premises or any part thereof in the name of the whole and repossess the same as of their former estate, and expel the Lessee and those claiming under it and remove their effects, and upon entering as aforesaid, this Lease shall terminate.

12. ALTERATIONS, ADDITIONS AND SIGNS: Lessee may and from time-to-time, make alterations, modifications, or additions to the Leased Premises consistent with the Permitted Use without the prior written consent of Lessor. Lessee shall be permitted to have sign identification at the exterior of the Building (to be provided at Lessee's expense), in a design and size consistent with commercial standards. It is hereby understood that, subject to the foregoing, the Lessee shall not erect any sign on the exterior of the Building and/or the Land without all necessary municipal or other required permits in regard to each and every such sign. Notwithstanding any permission given by Lessor and/or by any permitting authority, Lessee agrees to comply with all laws, ordinances, rules and regulations with regard to signs and to pay any and all costs and expenses in connection with the installation or maintenance thereof.

13. SURRENDER OF THE PREMISES: At the expiration of the Lease, or sooner termination thereof, the Lessee shall be entitled to remove all its furnishings, equipment, personal goods and effects, including any fixtures installed by Lessee, and shall quietly and peaceably surrender up to the Lessor possession of the Leased Premises in as good repair, order and condition as the same now are or may be put in hereafter, reasonable use and wear and damage by fire or unavoidable insured against casualty only excepted.

14. QUIET ENJOYMENT/NON-DISTURBANCE: The Lessee shall peaceably hold and enjoy the Leased Premises during said Term without any hindrance or interruption by the Lessor or any person claiming by, through, or under it and without any hindrance or interruption by any other tenant or any person claiming by, through or under it.

15. LIABILITY INSURANCE/INDEMNITY:

(a). The Lessor shall at all times during the Term of this Lease and any further period of its occupancy of the Leased Premises at its own sole cost and expense procure and maintain comprehensive premises liability insurance protecting both the Lessor expressly as named insured and the Lessee as additional insured against any and all liability for claims by whomsoever asserted arising in connection with the Lessee's use or occupancy of the Leased Premises in the minimum amount of coverage of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate for liability for personal injury and/or property damage with a company or

companies licensed to do business in the State of Rhode Island, and the Lessor shall deliver to the Lessee a certificate of insurance as evidence of such coverage.

(b). To the extent permitted by law, Lessor and Lessee (each an “Indemnifying Party”) agree to hold each other harmless and defend the other from and against any and all claims, liabilities, judgments, demands, causes of action, losses, damages, costs and expenses (including reasonably attorney’s fees) for damages to any property, or injury or death to any person arising out of (i) any acts or omissions of an Indemnifying Party at the Leased Premises, except to the extent any such damages are caused by the gross negligence or intentional conduct of the other party; and (ii) any breach or default by an Indemnifying Party of this Lease.

(c). Nothing in this Lease shall be construed to impose any personal liability upon the members of Lessee’s city council or upon any of Lessee’s appointed or elected officials, and upon officers, directors, employees or members of Lessor.

16. REQUIRED APPROVAL. Lessor acknowledges that this Lease is subject in all respects to approval from Central Falls City Council pursuant to applicable law. In connection with such approval, Lessor agrees to cooperate with Lessee as reasonably required, including without limitation executing such application and/or other documents as may be required, and attending any hearings, public or otherwise.

17. NOTICES: No notice, approval, consent or other communication permitted or required to be given by this Lease will be effective unless the same is sent postage prepaid, by United States registered or certified mail, return receipt requested, to the other party at the following addresses: if to the Lessor, at the address set forth in Section 1; and if to the Lessee, at the address set forth in Section 1, or to such other address as either party may designate by notice to the other party.

[Signatures Appear on Next Page.]

IN WITNESS WHEREOF, the Lessor and Lessee have executed this instrument under seal as of the day and year first above written.

LESSOR: **City of Central Falls**

By: 
James A. Diossa, Mayor

APPROVED AS TO FORM AND SUBSTANCE

By: /s/ Matthew Jerzyk
Matthew Jerzyk, City Solicitor

REVIEWED

By: Barbara J. Addison
Barbara Addison, Director of Finance

LESSEE: **Casey Club d/b/a the Knight of Columbus / Sullivan Council 2700**

By: Leo Larivee - President
Leo Larivee, President