

Town of Freeport, Maine

Standard Form

Parking Lease

LEASE made as of the date shown below, by and between the TOWN OF FREEPORT, a municipal corporation located at Freeport, Maine ('Tenant') and Brewer South Freeport Marine (John Brewer), South Freeport, Maine ('Landlord').

WITNESSETH:

- 1) PREMISES LEASED: Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the right to use twenty-five (25) parking spaces at the parking facility of Landlord in South Freeport, Maine as shown on Exhibit A, attached hereto on Tax Map 2, Lot 52.
- 2) TERM: The term of this Lease shall be for from June 24 to October 1, for years 2020 through 2023. The Lease may be renewed by Landlord upon mutually agreeable terms.
- 3) RENT: Tenant covenants and agrees to pay rent of the following amounts annually. Such rent to be payable on June 19 of each year.

2020: \$11,000.00

2021: \$12,000.00

2022: \$13,000.00

2023: \$14,000.00

- 4) DAMAGE OR DESTRUCTION BY FIRE, EMINENT DOMAIN OR CASUALTY: In the event that the Premises or any part thereof shall be taken by eminent domain or shall be so damaged by fire or unavoidable casualty, that the Premises are thereby rendered untenable, then either the Landlord or Tenant may terminate this Lease upon written notice to the other and the rent shall be prorated as of the date of such termination.
- 5) MAINTENANCE: The Landlord agrees to maintain a fence around the parking lot and the Tenant agrees to provide a periodic maintenance of the lot which includes litter control and periodic trimming of grass/vegetation around the perimeter of the lot.

- 6) DEFAULT AND TERMINATION: If Tenant shall default in the performances of its obligations hereunder, Landlord may terminate this Lease.
- 7) INSURANCE: The Lessee hereunder, shall maintain a policy of public liability insurance on the Premises, naming the owner as additional insured, with reasonable policy limits. If Lessee becomes responsible for insurance hereunder, Lessee agrees that Landlord shall be relieved of any damages.
- 8) SIGNAGE: The Town to provide a sign and support to state:
This property of Brewer South Freeport Marine has been leased by the Town of Freeport between June 24 – October 1 as public parking. Absolutely no overnight parking. Thank you. The Town of Freeport.
- 9) OPTION: Both parties agree to enter into negotiations during 2023 to extend this agreement. Terms to be acceptable to all parties.

Dated: 6-26-19

By: 
Landlord, John Brewer

TOWN OF FREEPORT

By: _____
Town Manager, Peter E. Joseph