

LEASE AGREEMENT

It is hereby agreed by and between Ruby Construction, Inc., a corporation existing under the laws of the State of Vermont with a principal place of business in the Town of Fair Haven, County of Rutland, State of Vermont, hereinafter referred to as LESSOR, and the Town of Castleton, Vermont hereinafter referred to as LESSEE, that in consideration of One Dollar and other Good and Valuable considerations, LESSORS agree to lease to the LESSEE, and LESSEE agree to take that certain parcel of property located in the Town of Castleton, County of Rutland and State of Vermont, described as follows:

Storage space for road salt in a garage owned by Ruby Construction, Inc, located at 1656 Rte. 4A East in the Town of Castleton, VT.

TERM: The term of this lease shall be for two (2) years commencing June 1, 2024 and ending May 31, 2026.

RENT: The rent in the amount of \$4,000 per year shall be payable in two (2) equal payments on the first (1st) month and sixth (6th) month of this contract.

TAXES: The LESSOR shall be responsible for the real estate taxes during the period of the lease.

UTILITIES AND EQUIPMENT: LESSEE is responsible for utilities and equipment.

REPAIRS AND RENOVATIONS: LESSOR shall be responsible for exterior repairs to the building located on the land, the subject of this lease, and the LESSEES shall be responsible for all repairs and maintenance to the interior of the present building located on the leased land. In the event the LESSEES decided to undertake any capital improvements to the present building in excess of \$1,000.00, they shall first submit the plans and receive the approval, in writing, from the LESSORS, which approval shall not be unreasonable withheld, and such improvements shall be at the expense of the LESSEES.

INSURANCE: LESSEES shall carry a general liability policy and insurance to cover loss due to fire (including losses of the owners or other tenants). LESSEES agree that they will carry workers' compensation insurance to cover any employees who work in the leasehold premises.

RENT DEFAULT: If default is made in the payment of rent, at times above stated, or if the LESSEES shall breach any of the covenants and agreements herein stated, the LESSORS shall have the right at any time thereafter, to declare this lease void and the terms herein contained ended by serving at least ten days written notice upon the LESSEES setting forth the default, and if the default is not corrected within the said ten (15) days thereafter, the LESSORS may enter without notice or demand. The LESSEES shall be liable for all loss or damages from such default.

SNOW REMOVAL: The LESSEES shall be responsible for removal of snow and maintenance of the loading area to the extent necessary to gain access to the salt storage shed for Lessee's purposes.

FIRE: In the event of fire during the term of this lease which totally destroys the building located on the leased land, this lease shall immediately terminate, and LESSEES shall be entitled to reimbursement for any portion of the unused prepaid monthly rent. In the event of fire, which partially destroys the

building, the LESSORS agree to undertake repairs as soon as reasonably possible, consideration to be given to time required for settlement of insurance claims and during such time, the rent shall abate if the premises are unable to be used by the LESSEES. In the event the damages are so slight that the LESSEES can continue to do store salt in the building, the rent shall continue under the terms and conditions of this lease.

ASSIGNMENT OR SUBLETTING: LESSEES shall not assign or sublet the leased premises without the written permission of LESSORS, and such written permission shall not be unreasonably withheld. The LESSORS reserve the right to assign said lease.

INSPECTION: LESSORS reserve the right to inspect the premises at all reasonable times. LESSEES covenant that they have inspected the building and grounds and accept the same as they presently exist.

LESSORS RIGHT TO CONSTRUCT: LESSORS reserve the right to construct and lease or occupy other structure or an addition to the existing structure on the above-described premises. LESSEES acknowledge notice of such intents and the necessity of sharing the parking area with the LESSORS or their tenants.

The covenants and agreements herein contained shall insure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, respectively.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this ____ day of _____, 20____.

WITNESS:

LESSOR:

William Ruby, Authorized Agent

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this ____ day of _____, 20____.

WITNESS:

LESSEES:

Michael A. Jones Town Manager
Authorized Agent for Town of Castleton