



RESOLUTION

**AUTHORIZING THE CITY OF NASHUA TO ENTER INTO A ONE-YEAR LEASE
WITH NORTHERN BALLET THEATRE DANCE CENTER
AT 36 ARLINGTON STREET**

CITY OF NASHUA

In the Year Two Thousand and Seven

RESOLVED by the Board of Alderman of the City of Nashua that the City is authorized to enter into the attached one-year lease with the Northern Ballet Theater Dance Center for space at 36 Arlington Street. The rental amount is \$250.00 per month, for the next twelve months.

LEASE

THIS LEASE entered into this ____ day of _____, 2007, by and between the **CITY OF NASHUA**, a New Hampshire municipal corporation, having a place of business at 229 Main Street, Nashua, NH, 03061, hereinafter referred to as "Lessor" and **NORTHERN BALLET THEATRE DANCE CENTER**, a New Hampshire corporation, having a place of business at 36 Arlington Street, Nashua, NH, 03060, hereinafter referred to as "Lessee".

In consideration of the covenants herein contained on the part of Lessee to be kept and performed, Lessor does hereby let, demise, and lease to Lessee the area and facilities as hereinafter described upon the following conditions.

1. AREA AND FACILITIES

The leased premises is the former Civil Defense building on Arlington Street, Nashua, New Hampshire.

Said premises is more particularly described as follows:

Beginning at the intersection of the south line of Bowers Street with the east line of Arlington Street; thence

Southerly along the east line of Arlington Street a distance of 88 feet, more or less, to the west end of a line running parallel to the south wall of the building on the parcel described herein, a distance of 6 feet therefrom; thence

Easterly a distance of 100 feet along a line perpendicular to the east line of Arlington Street, which line is parallel to and at a distance of 6 feet from the south wall of the building on the parcel described herein; thence

Northerly along a line parallel to Arlington Street, a distance of 70 feet more or less to the south line of Bowers Street; thence

Westerly, along the south line of Bowers Street, a distance of 100 feet, more or less, to the point of beginning.

Together with the improvements thereon.

2. TERM AND PURPOSE. This lease shall be for a period of one year (1) year, commencing on July 1, 2007 and terminating on June 30, 2008 (the "termination date"). The aforesaid facilities shall only be used by Lessee for the conduct of ballet related activities.

3. RENT. The rent for said term shall be Two Hundred Fifty and 00/100 Dollars (\$250.00) per month, payable on the first day of each month in advance.

4. **MAINTENANCE, UTILITIES, AND IMPROVEMENTS.** Lessee shall furnish at its expense all utilities necessary for the operation and maintenance of ballet activities at the demised premises. Lessee shall maintain the leased premises in substantially the same condition as existed prior to the lease, and shall make any repairs necessary to keep the premises in its present condition. Any improvements, alterations, renovations, or repairs to the premises shall be performed by the Lessee at the sole expense of the Lessee and subject to the written approval of the Lessor, such approval not to be unreasonably withheld. Improvements shall become the property of the Lessor unless the parties shall make other arrangements with respect thereto upon the termination or expiration hereof.

5. **INSURANCE REQUIREMENTS OF LESSEE.** Lessee will, 14 days prior to the execution of this agreement, file with the City of Nashua Risk Manager a certificate of insurance evidencing general liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, naming the City of Nashua as an additional insured. Lessee shall furnish proof of property coverage for the value of contents. The City requires thirty days notice of cancellation or material change in coverage. The cost of said insurance shall be borne by the Lessee solely. It is the responsibility of the Lessee to file with the City of Nashua Risk Manager updated certificates of insurance annually upon renewal. Failure to meet all insurance requirements shall constitute a default of this lease and may result in the immediate termination of this lease.

6. **PROPERTY OF LESSEE.** All property of Lessee kept, stored or maintained on the premises shall be at the sole risk of Lessee.

7. **COVENANT TO HOLD HARMLESS.** Lessee covenants to defend, indemnify and save harmless Lessor, including all agents and employees, from any and all liability for injury, loss, claim or damage to any person or property arising out of the actions or failure to act of Lessee from any and all causes whatsoever.

8. **NOTICES.** All notices and reports required herein shall, if directed to Lessor, be mailed, postage prepaid, to the Office of Corporation Counsel, 229 Main Street, P.O. Box 2019, Nashua, New Hampshire 03061-2019, and if to the Lessee, mailed postage prepaid, to Doreen Carafella, Artistic Director, Northern Ballet Theatre, 36 Arlington Street, Nashua, New Hampshire 03060.

9. **TERMINATION.** Lessor shall have the right to terminate this Lease upon 30 days written notice to the Lessee.

10. PAYMENT OF TAXES. The Lessee shall pay current and potential properly assessed real and personal property taxes on this property and on any structures or improvements added by the Lessee. Pursuant to NH RSA 72:23, the Lessee has the option, each year, to file in a timely manner the correct forms requesting an exemption to property taxes. If such forms are filed, the City of Nashua Board of Assessors will consider the property tax status of the Lessee. Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this Lease by the City.

11. SUPERSESSION/INTEGRATION/MATERIAL TERMS/ WAIVERS. This lease supersedes and replaces any prior lease or other agreement between the parties hereto and is a fully integrated document to be interpreted in accordance with its express terms and without reference to other documents or oral interchanges between the parties. All terms of this lease are material terms and are to be fully complied with. A waiver of compliance or any occasion shall not be deemed to constitute an agreement to waiver on any other occasion.

CITY OF NASHUA

Witness

By: _____
Bernard A. Streeter, Mayor

NORTHERN BALLET THEATRE DANCE CENTER

Witness

By: _____
Doreen Carafella, duly authorized
Artistic Director