



OFFICE OF THE MAYOR  
FRAMINGHAM, MA.

2019 JUN 21 PM 1:33

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FRAMINGHAM CITY COUNCIL

ORDER NO. 2019-060

REQUEST OF THE MAYOR

UPON THE REQUEST OF THE MAYOR, THE CITY OF FRAMINGHAM, THROUGH THE FRAMINGHAM CITY COUNCIL, IT IS SO ORDERED:

That the City Council votes to authorize the City, subject to annual appropriation, to enter into a three-year Lease Agreement with VTT Framingham Renaissance LLC, effective June 1, 2019, relative to property located at 113 Concord Street for the City's Public Health Clinic.

YEAS: Cannon, Giombetti, Grove, King, Rossi, Richardson, Shepard, Sisitsky, Steiner, Torres, Tully Stoll

NAYS: None

ABSTAIN: None

ABSENT: All Members were present

PASSED IN COUNCIL: JUNE 4, 2019

A True Record, Attest:

6/21/19

Date Approved

Lisa A. Ferguson, City Clerk

6/24/19

Date Approved

Yvonne M. Spicer, Mayor

**STANDARD FORM COMMERCIAL LEASE**

1. PARTIES VTT FRAMINGHAM RENAISSANCE LLC, c/o VTT Management, Inc., LESSOR, a Massachusetts limited liability company with a usual place of business at 100 Concord Street, Suite 3E, Framingham, MA, shall include heirs, successors, and assigns where the context so admits, does hereby lease to CITY OF FRAMINGHAM, LESSEE, which expression shall include successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the first floor of the building at 113 Concord Street, Framingham, MA 01702 with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators necessary for access to said leased premises and lavatories nearest thereto. Approximate square footages of 1,270 s. ft. for the first floor of the building. The floor plan for the leased premises are attached as "Exhibit A".

2. PREMISES

3. TERM The term of this Lease shall be for Thirty-Six (36) Months (hereinafter the Lease Term) commencing on June 1, 2019 (hereinafter called the Commencement Date) and ending on June 1, 2022.

At the election of the LESSEE, and with written notice given to LESSOR no more than twelve (12) and no less than nine (9) months prior to the end of the Lease Term,

LESSEE shall pay to the LESSOR rent at the rate of:

Term	Annual	Monthly
6/1/2019-6/1/2022	\$30,000	\$2,500

4. BASE RENT

during the Lease Term, payable in advance in monthly installments, no later than the 7th of the month. The lease is subject to annual appropriation by vote of the City Council.

5. SECURITY DEPOSIT Upon the execution of this Lease, the LESSEE shall pay to the LESSOR a sum of \$2,500 which shall be held as a security for the LESSEE'S performance as herein provided and refunded to the LESSEE at the end of this Lease subject to the LESSEE'S satisfactory compliance with the conditions hereof. The amount held at execution of the Lease shall be \$2,500 which represents security deposit.

6. UTILITIES The LESSEE shall pay, as they become due, any utilities including electricity and gas. LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the Commencement Date of this Lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE'S sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

7. USE OF LEASED PREMISES

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated.

The LESSEE shall use the leased premises only for the purpose of approved business use. Lessee shall use the leased premises only for the City of Framingham Health Department Clinic. The hours of operation are set forth in "Exhibit B" to this lease. The LESSEE shall have the peaceful use and enjoyment of the leased premises 24 hours per day, 7 days per week, throughout the lease term.

8. COMPLIANCE WITH LAWS

The LESSEE shall not permit any use of the leased premises that will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or that shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE'S use of the premises.

9. FIRE INSURANCE

10. MAINTENANCE

The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole.

A. LESSEE'S OBLIGATIONS

LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste.

LESSEE shall obtain written consent of LESSOR and the city or town in which the premises are situated, if required, before erecting any sign on the premises. LESSOR agrees that LESSEE may display signs on the Leased Premises including one (1) at the building entrance and one (1) at the entrance of the leased premises.

B. LESSOR'S OBLIGATIONS

The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is as of the Commencement Date of this Lease or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire, and other casualty only excepted, unless such maintenance is required due to action of the LESSEE or those for whose conduct the LESSEE is legally responsible.

11. ALTERATIONS, ADDITIONS

The LESSEE shall not make structural alterations or additions to the leased premises but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE'S expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE, and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein. Including any equipment which has become a fixture within the normal course.



The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the Lease Term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

14. LESSOR'S ACCESS

LESSEE shall obtain and shall maintain insurance to cover LESSEE'S losses and damages occasioned by the use or escape of water or by the bursting of pipes or damages resulting from the neglect in not removing the snow and ice from the roof of the building or sidewalks. Said insurance shall have a minimum coverage amount of at least \$1,000,000.00.

15. INDEMNIFICATION  
AND LIABILITY

The LESSEE shall indemnify and hold harmless the LESSOR against any claims for bodily injury or property damage arising out of the LESSEE's use of the leased premises, but only to the extent caused by the negligent acts or omissions of the LESSEE, its employees, agents or representatives. The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part, comprehensive public liability insurance in the amount of \$1,000,000 with property damage insurance in limits of \$100,000 in responsible companies qualified to do business in Massachusetts and in good standing therein, insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the Commencement Date, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each insured named therein.

16. LESSEE'S LIABILITY  
INSURANCE

Should a substantial portion of the leased premises or of the property of which the leased premises are a part be substantially damaged by fire or another casualty, or be taken by eminent domain, the LESSOR may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

17. FIRE, CASUALTY,  
EMINENT DOMAIN

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty, or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE'S fixtures, property, or equipment.

In the event that:

- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or

18. DEFAULT AND  
BANKRUPTCY

- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE'S property for the benefit of creditors;

then the LESSOR shall have the right thereafter, while such default continues, to reenter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting, or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of 18 percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

19. NOTICE

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE 13 Concord Street, Framingham, MA 01702 . Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent and notices shall be paid and sent to LESSOR at 100 Concord St. STE 3E, Framingham, MA 01702. **Contact information for routine correspondence, building management issues and emergency contacts including security company are as follows:**

**VT Management, Inc., 100 Concord Street, Suite 3D, Framingham, MA 01702 Phone 508-820-4961**

20. SURRENDER

The LESSEE shall at the expiration or other termination of this Lease remove all LESSEE'S goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith, and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of LESSEE'S property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE'S expense, or to retain same under LESSOR'S control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.