

**Article #3
November 8, 2011 Special Town Meeting**

I, Martin Cates, Chairperson of the Camden Select Board, do hereby certify this is a full copy of the proposed Revocable License Agreement for enactment at the November 8, 2011 Special Town Meeting..

Martin Cates, Chairperson
Camden Select Board

Date

REVOCABLE LEASE AGREEMENT

THIS LEASE is hereby made this _____ day of _____, 2011, by and between the Town of Camden, with principal municipal offices in Camden, Knox County, Maine (hereinafter the “Town”), and the Penobscot Bay Regional Chamber of Commerce, a Maine Non-Profit Corporation with a mailing address of P.O Box 919 Camden, ME (hereinafter the “Chamber”).

WHEREAS, the Chamber wishes to obtain a Lease from Town so as to use the building, deck and land upon which they set, located at 2 Public Landing in Camden, Maine;

WHEREAS, Town owns a certain parcel of land at the Public Landing in Camden, Maine, and further reflected in all or some of the following deeds recorded at the Knox County Registry of Deeds Book 250, Page 151, Book 307, Page 154, Book 10, Page 537, and Book 11, Page 282. The premises to be Leased herein are a portion of the premises owned by the Town, and are the same that were previously leased to the Camden-Rockport-Lincolnville Chamber of Commerce by Lease executed in 1986, as amended in 1994, and November 7, 2000, which is comprised of an existing original building, an addition, deck and the grounds upon which said improvements are located.

WHEREAS, the Town is willing to grant a lease as requested by the Chamber for a period of

Twenty Years as a revocable lease, which may be terminated upon six month Notice of Termination for no cause as described herein, or for cause pursuant to a Thirty day notice, subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and recognizing the importance and value of the Chamber to the economic development and prosperity of the Town, the parties agree enter into this revocable Lease as follows:

1. **PREMISES** The premises which are the subject of this Lease are depicted on the map attached hereto as Exhibit A, depicting the improved areas within which the Chamber shall operate its business, plus an existing deck not depicted; the use on the premises shall be consistent with the historical uses of the prior Chamber of Commerce so as to do all things historically associated with Chamber of Commerce activities, consistent with the following mission statement:

“The Penobscot Bay Regional Chamber of Commerce is a non-profit membership association that seeks to promote the interests of business and encourage economic development, while functioning in a manner that is compatible with the environment, protects natural and cultural resources, and sustains the heritage of the communities it serves.”

2. **TERM** The term of this Lease shall for Twenty years, commencing on November 9, 2011; provided however, either party may terminate this Lease for any or no reason upon providing a written Notice of Termination to the other party such that it is received at least six months prior to the date of termination.

3. **CHAMBER MAINTENANCE** The Chamber shall be responsible for all maintenance and cleaning of the interior of the building, including trash removal, which is the subject of this Lease. No alterations exceeding a cost of \$500 shall be made by the Chamber on the interior of the building without the express written permission of the Town. The Chamber shall be responsible for all heat, electric, and utilities, including water and sewer bills. The Chamber shall be responsible for snow removal and sanding of the deck, as may be necessary to keep the premises safe for public use.

4. **TOWN MAINTENANCE** The Town shall be responsible for all maintenance of the exterior of the building and deck which are the subject of this Lease, as well as the maintenance of all public grounds, including all boxes and plantings donated by the Camden Garden Club, adjacent to building and deck attached to the building. No grounds outside of the footprint of the building and deck are Leased hereby. The Town shall be responsible for all snow plowing, sanding and salting of the Public Landing adjacent to the premises herein Leased, as may be necessary to keep the premises safe for public use.

5. **UPKEEP** The Chamber agrees to cooperate with the Town in keeping the grounds surrounding said building in good and tidy condition.

6. **PERSONAL PROPERTY** The Chamber shall pay all taxes, insurance premiums and all other charges against any personal property belonging to the Chamber.

7. **CASUALTY INSURANCE** The Town shall maintain fire and other casualty insurance on said building Leased herein in coverage amounts no less than the replacement value of the building as determined by an insurance company acceptable to the Town; provided however, the Chamber shall reimburse the Town for the actual cost of said insurance, within thirty days of receipt of a bill for said insurance premium.

8. **ASSIGNMENT** The Chamber shall not sublet or assign its interest in the Leased premises.

9. **INDEMNIFICATION** The Chamber, its employees, agents, invitees, contractors and officials shall use the Leased premises at their own risk, and the Town shall have no liability whatsoever for any injury to anyone using the licensed area on behalf of the Chamber. The Chamber further agrees to indemnify and hold the Town harmless from and against any liability, loss, cost, damage or expense, including reasonable attorney's fees, incurred by the Town, arising out of the use

of the Leased premises hereunder by the Chamber or any person claiming by, through or under the Lease, or arising out of the failure of the Chamber to perform or abide by any of the terms or conditions of this agreement, or arising out of any negligent acts by the Chamber.

10. **LIABILTiy INSURANCE** The Chamber shall maintain, and pay the cost of maintaining, for the duration of the Lease granted herein, general liability insurance with coverage of not less than Four Hundred Thousand Dollars (\$400,000) each incident and Four Hundred Thousand Dollars (\$400,000) all incidents, which insurance policy shall name the Town as an additional insured and shall provide that such insurance policy shall not be canceled or amended without at least twenty (20) days prior written notice to the Town. Provided, however, in the event that the Maine Tort Claims Act, or any similar legislation, is amended or enacted that increases the Town's uninsured liability thereunder, the Chamber shall increase said liability insurance in an amount equal to any uninsured liability of the Town of Camden as proscribed by Maine statutory law.

11. **USE OF PUBLIC LANDING** Under no circumstances shall any use of the Leased premises interfere in any way with the use of the Public Landing by others.

12. **TERMINATION** The Chamber specifically acknowledges that the Lease granted herein is a Revocable Lease which shall terminate on November 30, 2031, and the Chamber further acknowledges that this lease does not create any right, title or interest in any real estate or any other right, title or interest in the area subject to this lease. The Town may elect, by and through its Select Board, to terminate this lease prior to November 8, 2031, on six months advance written notice to the Chamber, for any or no cause.

The Town may issue a Thirty day Notice of Intent to Terminate this Lease upon any material breach of the terms and conditions herein by the Chamber. The Chamber shall have fourteen days to cure said material breach. If the Chamber fails to cure the breach within fourteen days of receipt of a written Notice of Intent to Terminate, the Town may provide a Notice of Termination which shall take effect on an immediate basis, and the Chamber shall immediately vacate the premises.

The Notice of Intent to Terminate or the Notice of Termination shall be deemed to have been

received upon mailing of such written notice at a U.S. Post Office to the address of the Chamber as described herein. A U.S. Postal Certificate of mailing shall be deemed to be conclusive evidence that notice was mailed on the date set forth in that certificate. For purposes of such mailing, until further notice from the Chamber, the mailing address of the Chamber shall be as follows:

Penobscot Regional Chamber of Commerce
c/o Executive Director
P.O. Box 919
Camden, ME 04843

13. **NO RECORDATION** The Chamber specifically agrees that this document shall not be recorded in the Knox County Registry of Deeds and, upon any such recording of this document, the Lease granted herein shall be immediately null and void without further notice to either party hereto.

14. **INTEGRATION** This written Revocable Lease Agreement constitutes the entire agreement between the parties, and this agreement shall not be amended or modified except by a written document signed by both parties.

15 **DISPUTE RESOLUTION** Any dispute regarding the rights and obligations of the parties herein shall be resolved in the Knox County Superior Court, applying Maine law.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this Ninth day of November, 2011.

Town of Camden

Witness

By: _____
Martin Cates, Chair
Camden Select Board

Penobscot Regional Chamber of Commerce

Dan Bookham, its Executive Director

Witness

Duly authorized