

7/28/2020 1:50 PM

RECEIVED FOR RECORD  
TORRINGTON TOWN CLERK

**LEASE**

**THIS LEASE AGREEMENT** ("Lease") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Lessor, **CITY OF TORRINGTON**, a municipal corporation organized and existing pursuant to the laws of the State of Connecticut, acting herein by the Honorable Elinor Carbone, its Mayor, duly authorized ("**CITY**"), and Lessee, **LINDLEY ACQUISITION, CORP. dba TRIO COMMUNITY MEALS ("LINDLEY")** a Connecticut corporation authorized to do business in the State of Connecticut with a principal place of business in New Haven, Connecticut.

**W I T N E S S E T H:**

**WHEREAS**, the CITY is the owner of the real property plus improvements known and identified as the Sullivan Senior Center, located at 88 East Albert Street, Torrington, Connecticut (the "**CENTER**").

**WHEREAS**, the LINDLEY is interested in leasing approximately 167 square feet of space, consisting of the room adjacent to the Center's kitchen on the east (the **PREMISES**) for the sole purpose of use as a staging area to heat meals for the Litchfield Hills Northwest Elderly Nutrition Program (LHNWENP);

**WHEREAS**, the City Council of the City of Torrington, by action taken on \_\_\_\_\_, authorized the CITY, acting by and through its Mayor, to enter into a Lease Agreement with LINDLEY upon the terms and conditions stated herein, for the leasing of the **PREMISES** to be used for that sole purpose;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreement herein set forth together with other good and valuable consideration recited herein, the parties hereby agree, accept and consent to the following terms and conditions, promises and obligations:

1. The CITY does hereby demise and lease to LINDLEY and LINDLEY hereby leases from the CITY, the **PREMISES**, subject to any exceptions and conditions stated herein.

2. LINDLEY shall lease the **PREMISES** from the CITY, to be used in connection with its food service provided to LHNWENP, for the sole purpose of use as a staging area to heat meals for the LHNWENP. In conjunction with the lease of the **PREMISES**, LINDLEY shall have the right, in common with other tenants, occupants, visitors, and invitees using or accessing the **CENTER**, to use the parking lot and the surrounding grounds adjacent to the **CENTER**. Such use shall be for the limited purposes of parking and gaining access to and from the **PREMISES**.

3. In conjunction with the lease herein and as part consideration thereof, LINDLEY agrees as follows:

- a. It will provide, at its expense, two (2) or three (3) self-contained and portable heating units for the Premises;

- b. It will obtain at its sole expense all necessary approvals from the Torrington Area Health District with regard to the proposed use;
- c. The heating units will remain the property of Lindley during the term of this lease but will be donated to the Center upon the expiration of the lease;
- d. It will install at its expense an outdoor electrical outlet on the outer wall of the Center to allow a refrigerator truck to remain running while at the Center;
- e. It will not do cooking on the premises;
- f. It will use the premises for approximately two (2) hours per day from 7:00 AM to 9:00 AM;
- g. The heating units and the Premises may be used by the Center when not being used by LINDLEY.

4. Term. The term of this Lease shall commence on October 1, 2020 and continue until September 30 2021. Should the contract for food service between the LHNWENP and Lindley be extended this Lease shall be automatically renewed and shall terminate on September 30, 2024. In the event, the contract for food service between the LHNWENP and LINDLEY is terminated, the Lease may be terminated upon thirty (30) days written notice to the CITY.

5. Rent. LINDLEY covenants that it shall pay to the LESSOR as rent for the PREMISES, the sum of Nine Thousand Six Hundred Dollars and No Cents (\$9,600.00) per year for each year of the Lease term, payable monthly in the amount of Eight Hundred Dollars (\$800.00) on the first day of each and every month during the term of this lease.

6. Condition of PREMISES. LINDLEY acknowledges that it has examined the PREMISES and any improvements presently located therein, is aware of their condition and willingly accepts them "as is" in their present state. The CITY has made no representations or warranties of any kind or nature whatsoever as to the condition of the PREMISES or their suitability for any purpose. Except as herein provided, the LESSOR shall not be required at any time to furnish any facilities or services to the PREMISES or to make any repairs, replacements, changes (structural or otherwise) or alterations to the PREMISES of any kind.

7. Compliance with Laws, Permits and Regulations. LINDLEY shall, at its sole cost and expense, throughout the term of this Lease promptly comply with any and all applicable governmental laws, ordinances, orders, rules, regulations and requirements, including those of appropriate departments, commissions, and boards which may, at any time, pertain to the PREMISES and the uses which the LINDLEY shall make of the same.

8. Default Provisions. The CITY may terminate this Lease upon a default by LINDLEY, which includes, but is not limited to, the following:

- (i) the failure of LINDLEY to pay any installment of rent or other sums due to or for the benefit of the CITY under this Lease on the date due, which failure continues for more than ten (10) days thereafter;
- (ii) the abandonment or desertion of the PREMISES by LINDLEY.

9. Insurance. LINDLEY agrees, at its own expense, to maintain throughout the term hereof, any extension or holdover period, insurance coverage as reasonably required by the CITY. The CITY may, from time to time, reasonably amend the required types and amounts of insurance coverage by written notice to LINDLEY and LINDLEY shall diligently comply by meeting the requirements of any such changes.

10. Indemnification. To the extent pursuant to applicable law, LINDLEY shall indemnify, defend and save the CITY harmless from and against all liabilities, obligations, damages, penalties, claims, losses, costs and expenses, including reasonable attorneys' fees, paid, suffered or incurred as a result of or in connection with:

(i) any breach by it, its agents, contractors or employees of any covenant, requirement or condition of this Lease; or

(ii) the negligence, willful or wanton act or omission of LINDLEY, its agents, contractors, employees, sub lessees, invitees, guests or licensees; or

(iii) the use and occupancy of the PREMISES, beyond ordinary wear and tear, by LINDLEY, or any of its agents, assignees, contractors, employees, sub lessees, invitees, guests or licensees.

11. General Provisions.

Quiet Enjoyment. The CITY acknowledges that LINDLEY, upon paying the rent and performing all the covenants and conditions of this Lease, may, subject to the CITY'S rights, as set forth in this Lease or as may exist at law or equity, lawfully and quietly occupy the PREMISES during the term of this Lease without hindrance of molestation by the CITY.

Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Connecticut.

Assignability and Binding Effects. Subject to all provisions respecting the limited right of conditional assignment, this Lease Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

Notice Provisions. Notices provided for or given under this Lease will be given to the individuals listed below:

**FOR THE CITY:**

City of Torrington  
Office of the Mayor  
140 Main Street  
Torrington, CT 06790

**FOR THE CENTER:**

Joel Sekorski  
Director, Services for the Elderly  
88 East Albert Street  
Torrington, CT 06790

With a copy to:

Corporation Counsel  
140 Main Street, 3<sup>rd</sup> Floor  
Torrington, CT 06790

**FOR LINDLEY:**

Lindley Acquisition Corp d/b/a TRIO Community Meals  
Attn. Gil Rossamondo  
201 Wallace Street  
New Haven, CT 06511

With a copy to:

Attn: Anna Roberts, Regional Finance Director  
10 Canebrake Blvd., Suite 120  
Flowood, MS 39232

Dated at Torrington, Connecticut, the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

CITY OF TORRINGTON

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By:\_\_\_\_\_  
Elinor Carbone  
Its Mayor  
Duly Authorized

LINDLEY ACQUISITION CORP  
dba Trio Community Meals

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF CONNECTICUT

ss: Torrington, \_\_\_\_\_, 2020

COUNTY OF LITCHFIELD

Personally appeared, before me, ELINOR CARBONE, who acknowledged herself to be the Mayor of the CITY OF TORRINGTON, a municipal corporation, and that she as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires:

STATE OF CONNECTICUT

ss: \_\_\_\_\_, 2020

COUNTY OF \_\_\_\_\_

Personally appeared, before me, \_\_\_\_\_ who acknowledged himself/herself to be the \_\_\_\_\_ of LINDLEY ACQUISITION, CORP. a corporation, and that he/she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such \_\_\_\_\_.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires: