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WESTPORT P. & Z. C.

TOWN OF WESTPORT

LEASE AGREEMENT

I. PARTIES

This Lease made the ___ day of _____ 2020, between the Town of Westport, (hereinafter referred to as "Town"), and Phil Restieri (hereinafter referred to as "You").

II. PREMISES

The Town of Westport has rented to You and You have rented from the Town the premises at 260 Compo Road South, Cabin 1, Westport, Connecticut, together with any fixtures and appliances contained therein (hereinafter the "Premises').

You have examined the Premises and as of the date of this Lease, they are in good order and repair.

III. TERM

Unless earlier terminated, the term of this lease shall be for one year commencing November 1, 2020 and ending on October 31, 2021.

IV. RENT; SCHEDULE OF PAYMENTS

Commencing on November 1, 2020 ("Commencement Date") and continuing through October 31, 2021, You agree to pay a monthly rent of One Thousand Four Hundred Dollars ($1,400.00). Payment shall be made on or before the first day of every month during the term of the Lease. Payments shall be made at the Department of Parks and Recreation, 260 South Compo Road, Longshore Club Park, Westport, CT 06880.

V. SECURITY DEPOSIT

You have deposited with the Town the sum of One Thousand Four Hundred Dollars ($1,400.00) as a security for the full performance by You of all of Your covenants and agreements in this Lease. Upon Your full compliance with the terms hereof, the security will be returned to You, together with interest thereon as required by law, after the termination of the Lease.

VI. YOUR PROMISES AND OBLIGATIONS

1. You shall pay the rent punctually without demand.

2. You shall pay all charges for all operating expenses and all utilities on the Premises, including but not limited to fuel, telephone, gas, electric service, and garbage removal.

3. You shall remove all garbage, dirt, ashes, refuse, and waste from the Premises. You shall be

responsible for snow removal.

4. You shall make no alterations in the Premises, including without limitation painting and wallpapering, without the Town's prior written approval. Any alterations and improvements built or placed on the Premises, except moveable personal property, shall be the property of the Town and, unless otherwise agreed to, shall remain on the Premises upon the expiration or termination of this Lease.

5. You shall not cause or permit any waste or injury to the Premises, nor to the fixtures, trees, shrubs, or appurtenances on the Premises.

6. You shall keep all furniture, fixtures, and appliances that are included in the Lease in good order and repair, and You shall, at Your own expense, make all repairs to any furniture, fixtures, or appliances resulting from your misuse or neglect. You shall also make all minor repairs to the Premises. A "minor repair" shall be defined as any single item of repair costing $250.00 or less.

7. You shall comply with all laws of the State of Connecticut and any and all rules, ordinances and regulations of the Town, as may relate to the Premises. You shall be responsible for all fines, penalties, and costs for any actual or threatened violation of any such laws, rules, regulations, and ordinances.

8. You shall not assign this Lease nor sublet all or any part of the Premises, or transfer the use or possession of any fixture or appliance, without the Town's prior written consent. You shall not use or permit the Premises to be used except as a private residence. The Premises shall not be used for any hazardous activity or for the purpose of carrying on any business, profession, or trade of any kind.

9. The Premises shall be occupied by no more than two adult persons without the prior written consent of the First Selectman.

10. You shall not permit the Premises to remain unoccupied for more than 10 days at one time without prior notice to the Town and its written approval.

11. You shall permit the Town or its agents to show the Premises to persons wishing to rent or purchase same during the last 30 days of the term of this Lease.

12. You shall permit the Town or its agents to enter the Premises at reasonable times and upon reasonable notice, to inspect or make necessary repairs. You will not unreasonably deny the Town the right to enter the Premises. The Town or its agents may enter the Premises at any time in case of emergency.

13. Upon the termination of this Lease or Your occupancy of the Premises, You shall surrender the Premises and any fixtures, furnishings and appliances to the Town in as good condition as they were at the beginning of this Lease, reasonable use and wear thereof and damage by the elements excepted. The Premises shall be left clean and in good order at the termination of this Lease.

14. You shall keep all furniture, fixtures, and appliances that are included in the Lease in good order and repair, at Your own expense.

15. You agree to use the same oil company for oil delivery and care and maintenance of the heating system as the Town presently uses.

16. You agree to leave the oil tank full at the end of the Lease.

17. You agree to maintain, throughout the term of this Lease, personal liability insurance for the benefit of both You and the Town in the amount of $300,000.00. Said policy shall name the Town of Westport as an additional insured. Said policy is also subject to prior approval of the Town.

18. You shall deliver to the Town a certificate of insurance prior to execution of this Lease and a new certificate upon the renewal of any insurance policy.

VII. TOWN'S PROMISES AND OBLIGATIONS

1. The Town represents that it has good right to Lease the Premises to You.

2. The Town shall deliver the Premises to You in good condition, with all appliances and systems in working order.

3. The Town shall permit You to use and occupy the Premises for the term of this Lease upon Your paying the rent and performing Your covenants and agreements.

4. If the Premises shall be partially damaged by fire or other causes (other than Your fault or negligence), the Town shall make the repairs as speedily as possible, at its expense. There shall be an abatement of rent for the time during which the Premises are damaged.

5. If the Premises are rendered unusable by fire or other casualty, You may vacate the Premises and terminate this Lease. If You decide to terminate the Lease, You must notify the Town in writing within 14 days after vacating that You are terminating the Lease. The Town shall then adjust the rent proportionately.

VIII. ANIMALS

No pets or animals of any kind shall be permitted on the Premises without the prior consent of the Town.

IX. TERMINATION

1. The Town shall have the right to terminate this Lease, if:

    (a) Any payment of rent shall remain due and unpaid for 15 days after it shall have become due and payable.

(b) You fail to comply with any other covenant or agreement set forth herein within fifteen (15) days of receiving notice of Your failure to comply with such covenant or agreement.

2. If this Lease is terminated, the Town shall give You notice to quit possession or occupancy of the Premises.

3. If the Town waives any default by You, that will not affect the Town's rights upon a subsequent default.

4. If You are in default under this Lease and if the Town refers the matter to an attorney, You will pay the Town reasonable attorney fees. You will also pay the Town all of its other collection costs and expenses. You will also pay the Town reasonable attorney fees and court costs in the event of any holdover rental.

5. If the Town has the right to terminate this Lease, it may recover possession of the Premises in accordance with the laws of the State of Connecticut.

XI. ABANDONMENT

If at any time during the term of this Lease You abandon the Premises, the Town may, at its option, enter the leased Premises by any means without being liable for any prosecution for such entering, and without becoming liable to You for damages or for any payment of any kind whatever and may, at its discretion, as agent for You relet the leased Premises, or any part of the leased Premises, for the whole or any part of the then-unexpired term, and may receive and collect all rent payable by virtue of such reletting. The Town may hold You liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term if this Lease had continued in force, and the net rent for such period realized by the Town by means of such reletting.

If the Town's right of re-entry is exercised following abandonment of the Premises by You, then Town may consider any personal property belonging to You and left on the Premises to also have been abandoned, in which case Town may dispose of all such personal property in any manner Town shall deem proper and is hereby relieved of all liability for doing so.

XII. HOLDOVER BY YOU

If You remain in possession of the Premises with the consent of the Town after the expiration of this Lease, a new tenancy from month-to-month shall be created between You and the Town which shall be subject to all the terms and conditions of this Lease Agreement, but which shall be terminated by 30 days' written notice served by either You or the Town on the other party.

XIII. GENERAL

1. This Lease may be enforced against both of Us, Our heirs, administrators, executors, successors and assigns.

2. You understand that the Town has prepared and presented to You this Lease in a good faith attempt to comply with Connecticut General Statutes Section 42-151, et seq., the so-called Plain Language Bill.
3. Notices may be sent to You at the address of the Premises. Notices may be sent to the Town at 110 Myrtle Avenue, Westport, CT 06880.

XIV. INDEMNIFICATION

You shall indemnify and save harmless the Town from any and all claims against the Town arising from any accident, injury, or damage whatsoever caused to any person or to the property of any person and occurring during the term of this Lease where such accident, injury or damage results, or is claimed to have resulted from any of Your acts, omissions or negligence or your agents, employees, invitees or visitors.

XV. FAIR HOUSING POLICY

The Town of Westport does not discriminate against any person in the leasing of any Town-owned premises because of race, creed, color, sex, national origin, ancestry, sexual orientation, marital status, age, lawful source of income, familial status, learning disability or physical or mental disability.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the undersigned duly authorized representatives have set their hands and seals as of the _____ day of _____, 2020.

WITNESSES:

_____

_____

TOWN OF WESTPORT

_____

By: James S. Marpe
First Selectman

STATE OF CONNECTICUT)
) ss. TOWN OF WESTPORT Date: _____
COUNTY OF FAIRFIELD)

Personally appeared before me James S. Marpe as First Selectman of the Town of Westport, a Municipal Corporation, Signer and Sealer of the foregoing instrument, and he acknowledged that he is duly authorized, and he acknowledged the same to be his free act and deed and the free act and deed of the Town of Westport.

_____
Commissioner of the Superior Court
Notary Public
My Commission Expires: _____

WITNESSES:

_____

_____

PHIL RESTIERI, TENANT

_____

STATE OF CONNECTICUT)
) ss. TOWN OF WESTPORT Date: _____
COUNTY OF FAIRFIELD)

Personally appeared Phil Restieri, Signer and Sealer of the foregoing instrument, being duly authorized, he acknowledged the same to be his free act and deed, before me.

_____
Commissioner of the Superior Court
Notary Public
My Commission Expires: _____