

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into this _____ day of _____, 2025 by and between UniFirst Corporation, a domestic corporation with a principal place of business of 68 Jonspin Road, Wilmington, MA 01887 (the "Lessor") and the City of Somerville, a body corporate and politic and a political subdivision of the Commonwealth of Massachusetts, acting through its Engineering Department, with a usual address of City Hall, 93 Highland Avenue, Somerville, MA 02143 (the "Lessee").

WHEREAS, Lessor is the owner of an approximately 50,965 s.f. parcel of land known and numbered 50 Tufts Street, Somerville, shown on Assessors' Map as Map 93, Lot C, Parcel 3 (the "Parcel"); and

WHEREAS, On November 9, 2005, MassDEP sent Lessor a Notice of Responsibility regarding levels of chlorinated volatile organic compounds released into the soil, and assigned Release Tracking Number 3-23246 ("RTN") to the release; and

WHEREAS, Lessee intends to undertake its Complete Street Improvement Plan on Tufts Street as soon as is reasonably practicable, which necessarily involves disturbing potentially contaminated soils; and

WHEREAS, Lessee is in need of approximately 4,500 s.f. of land to be used to (i) store potentially contaminated soil; (ii) leave roll-off containers; (iii) stockpile, for later characterization and proper disposal, any unsuitable material that cannot be put back into trenches, generated during the excavation of Tufts Street ("Project Work"); and

WHEREAS, Lessor is willing to make approximately 4,500 s.f. of the Parcel available to the Lessee or its designee through this Lease as shown more specifically on Exhibit A (parking area). ("Leased Premises");

NOW THEREFORE, the Lessor and Lessee agree as follows:

1. Description of the leased premises:

In exchange for \$1 or other sufficient consideration, ~~T~~the Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor approximately 4500 square feet of land on the Parcel located at 50 Tufts Street, Somerville, MA 02145 (the "Leased Premises"). Also see Exhibit A. For Lessor's title, see recorded deed at the Southern Middlesex Registry of Deeds Book 53377, Page 540.

2. Term:

The initial term of the Lease shall commence on June 1, 2025 ("Commencement date") and shall continue for a period of one year, expiring May 30~~1~~, 2026.

- a. First renewal term: In the event Lessee determines additional time is required to complete the Project Work, Lessee may in its sole discretion and with 30 days notice to the Lessor prior to the expiration of the initial term, opt to renew for an additional three months.

- b. Second renewal term: At the expiration of the first renewal term, in the event Lessee determines additional time is required to complete the Project Work, Lessee may in its sole discretion with 30 days notice to the Lessor, opt to renew for an additional three months.

Upon the expiration of the Term, including any extension(s) or earlier termination of this Lease, the Lessee shall peacefully surrender possession of the Leased Premises.

3. Use:

Lessee and any person, corporation, agent, vendor or other entity operating on behalf of the Lessee during the Tufts Street Improvement Project may use the Leased Premises for the Project Work.

4. Rent:

Lessor shall charge no rent to Lessee over the Term of the Lease. Lessor and Lessee agree that Lessor offers the Licensed Premises at no cost, in lieu of the Lessee obtaining a different site for the proposed Use and seeking contribution or reimbursement from Lessor.

5. Assignment and subletting:

Lessee shall not assign this Lease or sublet the Leased Premises without the prior written consent of the Lessor, whose consent shall not be unreasonably withheld or delayed. Nothing in this section shall be interpreted as to prevent any entity listed in the preceding Section 3, Use, to access the Leased Premises.

6. Alterations and improvements:

Lessor hereby consents to the erection of a sign, by Lessee at its sole expense, identifying the Leased Premises as being within the temporary control of the City of Somerville for the Project Work.

7. Maintenance and repair:

- a. Lessee shall not injure, deface, or commit waste in the Premises or any part of the Leased Premises. Lessee must exercise reasonable care to ensure that all systems, fixtures, and equipment that Lessor installs are used only for their respective intended purposes. Lessee must notify Lessor within 24 hours of any damage to the Premises, malfunctions of a system or fixture, or any other condition that requires repair by Lessor.
- b. Lessor shall keep and maintain the Leased Premises in such good repair, order, and condition as the same are in at the beginning of the Term, reasonable wear and tear excepted. Lessor shall be responsible for snow removal on sidewalk adjoining the Leased Premises. Lessor shall make routine repairs, corrections, and replacements within five business days after Lessor discovers or Lessee notifies Lessor or Lessee's authorized representative of the condition requiring repair, correction, or replacement, or within such shorter time period as applicable law, code, or regulation requires. Lessor must make emergency repairs, corrections, and replacements immediately upon Lessor's discovery of or Lessee's notice to Lessor or to Lessor's authorized

representative of the condition requiring repair, correction, or replacement. Lessor must complete all repairs, corrections, and replacements (i) at Lessor's sole cost and expense, (ii) in a good and workmanlike manner, (iii), and in compliance with all applicable laws, ordinances, codes, and regulations. If any such repairs or maintenance by Lessor causes Lessee to be deprived of the use of all or a material portion of the Leased Premises for a period of more than two consecutive business days, Lessee may hold Lessor in breach of this Lease.

8. Damage or destruction:

If, during the lease term or any renewal term, the Leased Premises shall be destroyed or damaged to a material extent by fire, flood, or other casualty or cause not attributable to the intentional, willful, or negligent acts or omissions of the Lessee, the Lessee shall have the right to: (a) terminate this lease as of the date of its election to do so, by written notice to Lessor given within ninety (90) days of the damage or destruction; or (b) continue this lease.

Upon the expiration or earlier termination of this Lease, the Lessee shall surrender the Premises to the Lessor in the same condition as when received, ordinary wear and tear excepted, and will repair any damage to the property including but not limited to any damage to wells, fencing, and pavement. To the extent permitted by law, in the event of damage to the Leased Premises for which the Lessee is responsible under this Lease, the Lessee shall, at their expense, promptly repair such damage in a good and workmanlike manner.

9. Conditions of the Permitted Activities. The Permitted Activities are subject to, and may be conducted only upon, the below-specified conditions, as well as all other terms and conditions set forth in this Agreement ("Conditions of the Permitted Activities"):

- a. All Lessee and its representatives must supply and wear their own personal protective equipment, specifically including a hardhat, safety glasses, gloves, safety vest, and work boots, upon entering the Premises and at all times while on the Leased Premises;
- b. Lessee shall provide ~~Leaser~~Lessor with copies of any samples taken on the Leased Premises;
- c. Lessee shall cause the Project Work to be conducted with due care, in a safe manner, without exposing persons on the Leased Premises to any unreasonable risk or causing any damage, and in accordance with all applicable legal requirements.
- d. Lessee shall secure the Leased Premises daily (locking the gate each night) and will ensure that only Lessee or authorized representatives are allowed on the Leased Premises.
- e. Lessee shall not obstruct the loading bay doors (which are used by a property tenant).

10. Work at the Lessee's Risk; Lessee's Release of Claims:

Lessee acknowledges that all of the Lessee representatives who enter the Leased Premises and perform any of the Project Work will be doing so entirely at their own risk and Lessee's risk.

Lessee accepts full responsibility, vis-à-vis ~~Leasor~~Lessor, for all such risks, and shall be fully responsible and accountable to the ~~Leasor~~Lessor for the conduct of the Lessee or its representatives. Lessee acknowledges and agrees that ~~Leasor~~Lessor has not made, and expressly disclaims, any and all representations concerning the safety or suitability of the condition of the Leased Premises for the performance of the Project Work. Lessee hereby does and shall release ~~Leasor~~Lessor, and all of their respective agents and representatives from any and all claims by Lessee and any authorized representatives for any injury, damage, loss, or liability incurred in connection with any activity authorized by this Agreement, except to the extent caused by ~~Leasor~~Lessor's negligence or willful misconduct.

11. Insurance:

a. Lessee's Self-Insurance:

The Lessee is self-insured. Nothing in this Lease shall be interpreted to require the Lessee to procure or maintain insurance of any kind for payment of damages to Lessor or to any other party. Notwithstanding any other provision of this Lease, the provisions of G.L. c. 258 and any successor statute govern Lessee's liability for injuries to persons or property.

Lessee's contractors or representatives shall maintain insurance coverage protecting against claims of bodily injury, property damage and contractual liability under this Agreement with an aggregate limit of not less than \$2,000,000, written on an occurrence basis, naming "UniFirst Corporation" as "additional insureds." Such insurance certificates shall be delivered to ~~Leasor~~Lessor prior to any entry upon the Leased Premises by ~~Leasor~~Lessor.

12. Fiscal Year Appropriations and authorizations:

The obligations of Lessee under this Lease, and under any modification, extension, or renewal of this Lease for any fiscal year, are subject to the appropriation and the allotment of sufficient funds.

13. Default:

If the Lessee defaults in the observance or performance of any of Lessee's covenants, agreements, or obligations under this Lease, the Lessor shall give Lessee notice in writing of such default. The Lessor may terminate this Lease and, at the Lessor's option, pursue a legal action against Lessee for damages if the Lessee fails to cure such default within sixty (60) calendar days after the giving of notice, or longer time if a cure cannot reasonably be accomplished within sixty (60) calendar days provided the Lessee has commenced to cure within sixty (60) days and diligently proceeds to complete such cure within a reasonable time thereafter

The failure of either party to seek redress for a violation or breach of this Lease, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Lease, shall not constitute a waiver and either party shall have all remedies provided in this Lease and by applicable law with respect to any subsequent act that would have originally constituted a violation or breach. To constitute a waiver, the waiver must be in writing signed by the waiving party.

14. Notice:

All notices, demands, requests or other communications which may be required or are required to be given or sent by either the Lessor or Lessee to the other, shall be in writing and shall be deemed

to have been properly given or sent when mailed, postage prepaid, by registered, certified or express mail, or by Federal Express, or similar delivery service with proof of delivery, with the postage prepaid, addressed to such other party at the following addresses:

To the Lessor:

To the Lessee:

Katjana Ballantyne, Mayor
City of Somerville
93 Highland Avenue
Somerville, MA 02143, and

Brian Postlewaite, Director of Engineering
City of Somerville
1 Franey Road
Somerville, MA 02145, and

Cynthia Amara, City Solicitor
Law Department
93 Highland Avenue
Somerville, MA 02143

Either the Lessor or the Lessee may designate by notice in writing a new address to which any notice, demand, request, or communication may be so given, served, or sent.

The Lessor and the Lessee shall promptly furnish to the other party a copy of any notice it may receive from any third person that may affect the rights of any party under this Lease.

15. Lessor's covenants:

Lessor warrants and represents:

- b. Lessor has record title to the premises of which the Leased Premises are a part, and that there are no encumbrances affecting the Leased Premises that would prohibit or interfere with the use of the Leased Premises by the Lessee.
- c. Lessor's name appears in this Lease exactly as Lessor's name appears on Lessor's record title to the premises.
- d. Lessor has full legal capacity to enter into this Lease. The execution of this Lease is duly authorized, and each person executing this Lease on behalf of the Lessor has full authority to do so and to fully bind Lessor.

- e. Lessor is validly organized, existing, and in good standing in the Commonwealth of Massachusetts. Lessor is authorized and qualified to do business within the Commonwealth of Massachusetts.
- f. Lessor knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law-enforcement agency against or affecting Lessor or Lessor's properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of this Lease or Lessor's ability to carry out Lessor's obligations.
- g. Lessor must deliver the Leased Premises to Lessee in a safe condition and otherwise in accordance with the provisions of this Lease.

16. Successors and assigns:

The covenants, agreements, terms, provisions, and conditions of this Lease shall bind and inure to the benefit of the respective heirs, distributees, executors, administrators, successors, assigns, and legal representatives of the parties to this Lease with the same effect as if mentioned in each instance where a party to this Lease is named or referred to.

17. Entire agreement:

This Lease, with all Exhibits, contains the entire agreement between Lessor and Lessee. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this Lease. Any modification of this Lease or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party. To the extent of any conflict or inconsistency between this Lease and any exhibit or attachment incorporated herein by reference or made a part hereto, the terms of this Lease shall govern.

18. Changes in Lease:

The provisions of this Lease shall not be modified in any manner except by a written instrument signed, sealed, and mutually agreed upon by all the parties to this Lease and approved as required by law.

19. No Agreement until signed:

No legal obligation arises with respect to the Leased Premises or other matters covered by this Lease until this Lease is executed by Lessor and by the City of Somerville and delivery is made by and to each.

20. Headings and pronouns:

Section headings are for convenience only and shall not be used to explain, modify, simplify, limit, define, or aid in determining the meaning or content of this Lease. All pronouns and any variations of same shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or persons may require.

21. Severability:

If any provision of this Lease or the application of such a provision to any person or circumstances shall be determined to be invalid or unenforceable, the remaining provisions of this Lease or the application of the provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected and shall be valid and enforceable to the fullest extent

22. Governing Law:

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of Massachusetts, without reference to its conflicts of laws provisions.

23. Indemnification:

To the extent permitted by law, Lessee shall indemnify, save harmless, and defend Lessor from any and all liability, claim, or cost arising, in whole or in part, out of any injury, loss, or damage to any person or property while on or within the Leased Premises if caused by any negligence, breach of this Lease, or willful misconduct of Lessee or Lessee's employees, agents, contractors, servants, or invitees. This indemnity survives the Term of this Agreement. Lessee disclaims that its obligation to indemnify may be barred or limited to the extent it may give, loan, or pledge the credit of the Commonwealth without further State authorization.

24. Counterparts:

This Lease may be executed in two or more counterparts which taken together shall be deemed one original.

IN WITNESS WHEREOF, the parties have executed this Lease as a sealed instrument as of the day and year first above written.

LESSEE:

City of Somerville

Approved as to form:

Cynthia Amara
City Solicitor

By: _____
Katjana Ballantyne, Mayor
Duly Authorized

~~Brian Postlewaite~~ Richard E. Raiche_____
Director of ~~Engineering~~ Infrastructure and Asset_____
~~Services Director~~ Chief Procurement Officer
Management

Angela M. Allen
~~Purchasing and Contracting~~

LESSOR:
UniFirst Corporation

By: _____

Duly Authorized

Commonwealth of Massachusetts

Middlesex, ss.

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they it voluntarily for its stated purpose on behalf of UniFirst Corporation.

Notary Public

My commission expires

Exhibit A

(Illustration of Leased Premises)