

COMMERCIAL LEASE

1. **PARTIES** BwB-Square LLC, a Massachusetts limited liability company with a principal address of 30 Bow Street, Somerville, Massachusetts, 02143, (“LESSOR”), which expression shall include its successors, and assigns where the context so admits, does hereby lease to The City of Somerville acting through its Arts Council, with current principal address of 50 Evergreen Street, Somerville MA 02145, (“LESSEE”), which expression shall include its successors, heirs, executors, administrators, and assigns where the context so admits.

2. **PREMISES** The LESSEE hereby leases the following described Premises:

 1 Bow Market Way, Suite 5, Somerville MA 02143, consisting of approximately 420 square feet located on the first floor.

 Together with the non-exclusive and restricted right to use in common, with others entitled thereto including LESSEE’s customers and suppliers, the hallways, stairways, and elevators, necessary for access to said leased Premises, and lavatories nearest thereto, and the Trash Room.

3. **DESCRIPTION OF LESSEE USE** A guest kitchen and front of house space suitable for cooking classes and food service. The space will serve as the home of Nibble, a program devoted to supporting immigrant entrepreneurs building businesses focused on food and community.

4. **INITIAL TERM** The term of this lease shall be for five (5) years commencing on May 12th, 2026 (“Commencement Date”) and ending on May 11th, 2031 (“Initial Term”).

5. **BASE RENT** Commencing on the “Commencement Date” LESSEE shall pay to the LESSOR base rent for the Initial Term at the rate outlined below, in advance in monthly installments payable via Buildium or similar rent collection software selected by the LESSOR, on the first day of each month. All rent shall be payable without offset or deduction.

INITIAL TERM YEAR	ANNUAL BASE RENT	MONTHLY BASE RENT
Year 1	\$40,020.00	\$3,335.00
Year 2	\$42,060.00	\$3,505.00
Year 3	\$44,160.00	\$3,680.00
Year 4	\$46,320.00	\$3,860.00
Year 5	\$48,600.00	\$4,050.00

6. **PERCENTAGE RENT** None.

7. SECURITY DEPOSIT By or before May 12, 2026, the LESSEE shall pay to the LESSOR the amount of \$4,389.00, 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, without interest, subject to the LESSEE's satisfactory compliance with the conditions hereof. Any security deposit previously paid by the LESSEE and held by the LESSOR will be applied to this security deposit.
8. TRASH REMOVAL & UTILITIES The LESSOR shall invoice the LESSEE for LESSEE's pro rata share of all bills for trash removal and electricity (whether they are used for furnishing cooling/heat or other purposes) that are furnished to the leased Premises, at cost and without additional markup. The LESSOR agrees to furnish reasonably hot and cold water and reasonable heat and air conditioning to the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating and air conditioning seasons of each year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to inclement weather, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control.
- 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.
9. COMPLIANCE WITH LAWS 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. Without limiting the generality of the foregoing, (a) the LESSEE shall not bring or permit to be brought or kept in or on the leased Premises or elsewhere on the LESSOR's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws; and (b) the LESSEE shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the leased Premises and any work performed by the LESSEE therein.
10. FIRE INSURANCE The LESSEE shall not permit any use of the leased Premises which will make voidable any insurance on the property of which the leased Premises are a part, or on the contents of said property or which 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.

11. MAINTENANCE
- The LESSEE agrees to maintain the interior portions of the 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 Premises are now in good order and the glass whole. The LESSEE shall not permit the Premises to be over-loaded, damaged, stripped, or defaced, nor suffer any waste.
- LESSEE shall obtain written consent of LESSOR before erecting any sign on the Premises, and all signs shall be approved by the City of Somerville, and the cost of all signage and approvals shall be the sole responsibility of the LESSEE.
- Required regular maintenance to be performed by and paid for the LESSEE includes but is not limited to (a) quarterly cleaning of the HVAC cassette filters (b) operating the air conditioning when the air temperature is above 75°F to maintain the temperature to be no more than 75°F (c) operating the heat when the air temperature is below 62°F to maintain the temperature to be no less than 62°F (c) regular and professional pest control, (d) regular and professional grease trap cleaning and service (e) periodic in-house or professional deep cleans as directed or indicated by landlord or other inspection.
- The maintenance of all equipment and fixtures, which are the sole property of the LESSOR, shall be performed and paid for by the LESSEE. The LESSEE acknowledges that the equipment and fixtures in the Premises are now in good order.
12. LESSOR'S OBLIGATIONS
- The LESSOR agrees to maintain the structure of the building of which the leased Premises, including LESSOR's fixtures and equipment, and are a part in the same condition as it is at the commencement of the term 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 because of the LESSEE or those for whose conduct the LESSEE is legally responsible. LESSOR's maintenance obligations shall include, without limitation, the roof, exterior walls, floor slabs, building systems (including those serving the Premises), and common areas and facilities including the elevator and bathrooms.
13. LESSEE ALLOWANCE
- None.

13. ALTERATIONS,
ADDITIONS

(a) LESSEE shall make no alterations, additions, or improvements in or to the Premises without the LESSOR'S prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Any such alterations, additions or improvements shall be in accordance with complete plans and specifications prepared by LESSEE and approved in advance by LESSOR. All work shall (i) be performed by a reputable contractor approved by LESSOR with all applicable licensing and insurance (ii) be performed in a good and workmanlike manner pursuant to plans and specifications approved by LESSOR and in compliance with all applicable laws, (iii) be made at LESSEE'S sole cost and expense and at such times and in such a manner as LESSOR may from time to time designate, (iv) be performed pursuant to all required permits to be obtained by LESSEE at LESSEE's sole cost and expense, and (v) become part of the Premises and the property of LESSOR.

(b) All articles of personal property and all business fixtures, machinery and equipment and furniture owned or installed by LESSEE solely at its expense in the Premises ("LESSEE'S Removable Property") shall remain the property of LESSEE and may be removed by LESSEE at any time prior to the expiration of this lease, provided the LESSEE, at its expense, shall repair any damage to the Building caused by such removal.

(c) Notice is hereby given that LESSOR shall not be liable for any labor or materials furnished or to be furnished by LESSEE upon credit, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the reversion or other estate or interest of LESSOR in and to the Premises. Whenever and as often as any mechanic's lien shall have been filed against the Property based upon any act or interest of LESSEE or of anyone claiming through LESSEE, LESSEE shall forthwith take such action by bonding, deposit or payment as will remove or satisfy the lien.

(d) In the course of any work being performed by LESSEE, including without limitation the "field installation" of any LESSEE'S Removable Property, LESSEE agrees to use labor compatible with that being employed by LESSOR for work in or to the Building or other buildings owned by LESSOR or its affiliates, and not to employ or permit the use of any labor or otherwise take any action which might result in a labor dispute involving personnel providing services in the Building pursuant to arrangements made by LESSOR.

(e) Prior to opening to the public, LESSEE shall provide LESSOR with the following (i) A design for tenant flat sign; (ii) A design for tenant banner sign; (iii) Photography and copy for use on the Bow Market website. All cost of manufacturing and design work shall be the sole responsibility of the LESSEE.

14. ASSIGNMENT,
SUBLEASING

The LESSEE shall not assign or sublet the whole or any part of the leased Premises without LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

Notwithstanding anything to the contrary in the lease, LESSEE shall have the right, with LESSOR's prior written consent, to assign the lease or to sublease the Premises, or any portion thereof, to (i) an Affiliated Entity (hereinafter defined), or (ii) a Successor Entity (hereinafter defined). "Affiliated Entity" shall be defined as any entity, which, directly or indirectly, is controlled by, is under common control with, or which controls LESSEE. "Successor Entity" shall be defined as any entity which (i) purchases all or substantially all of the assets of LESSEE, (ii) purchases all or substantially all of the stock of (or other ownership or membership interests in) LESSEE, or (iii) merges or combines with LESSEE. Notwithstanding the foregoing, such Affiliated Entity and Successor Entity shall assume all obligations of LESSEE in full pursuant to an assignment agreement approved by LESSOR, the net worth of the Affiliated Entity and/or Successor Entity shall be equal to or exceed that of LESSEE, LESSEE shall continue to remain fully liable under this Lease, and the LESSEE use shall remain the same.

15. SUBORDINATION This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased Premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, deeds of trust or other such instruments in the nature of a mortgage.
16. LESSOR'S ACCESS 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 six (6) months before the expiration of the 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.
- LESSOR shall exercise its rights of access in such manner as to minimize to the extent practicable interference with LESSEE's use and occupation of the Premises.
17. INDEMNIFICATION AND LIABILITY The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by anything occurring on the leased Premises unless caused by the gross negligence or willful misconduct of the LESSOR, and from all loss damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the LESSEE. LESSOR shall promptly notify LESSEE in writing of any claim for indemnification or discovery of facts on which LESSOR may base a request for indemnification. LESSOR shall not take any action or enter into any agreement that would prejudice LESSEE's defense to any claim, except to the extent legal counsel for the LESSOR issues a written opinion that such action or agreement is required to protect materials rights of LESSOR. The removal of snow and ice from the areas bordering the Premises shall be the responsibility of the LESSOR.
18. INSURANCE The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive liability insurance in the amount of \$1,000,000.00 including Property/Business Interruption Insurance written on an All Risk or Special Perils form, with coverage for broad form water damage including sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of LESSEE's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises 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 LESSOR shall be named as additional insured on all policies obtained by the LESSEE. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term 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 assured named therein.
- LESSOR shall maintain insurance against loss or damage with respect to the building on an "all risk" type insurance form in an amount equal to at least the replacement value of the building. LESSOR shall also maintain such insurance with respect to any improvements, alterations, and fixtures of LESSEE located at the Premises to the extent paid for by LESSOR.

19. FIRE, CASUALTY, EMINENT DOMAIN
Should a substantial portion of the leased Premises, or of the property of which they are a part, be substantially damaged by fire or other 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:

- (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.

Unless this Lease is terminated as provided in this paragraph 20, LESSOR shall, promptly after such casualty, repair, reconstruct or replace the portions of the building and the Premises destroyed to substantially the same condition in which they existed prior to such destruction.

20. DEFAULT AND BANKRUPTCY

In the event that:

- (a) The LESSEE shall fail to make any payment of any installment of rent or other sum herein when due and such failure continues for five (5) days following LESSOR's notice; or
- (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 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, to re-enter 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 twelve (12%) percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

21. 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 mailed to the following addresses, registered or certified mail, return receipt requested, postage prepaid:

Executive Director
Mayor's Office of Strategic Planning & Community Development
City Hall
93 Highland Avenue
Somerville MA 02143

With additional copies of correspondence sent to:

Somerville Art Council

40 Evergreen Street
Somerville MA 02143

City Solicitor
City Hall
93 Highland Avenue, 2nd floor
Somerville MA 02143

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 following addresses, registered or certified mail, return receipt requested, postage prepaid:

BwB-Square LLC
30 Bow Street
Somerville MA 02143

- 22. EARLY TERMINATION The LESSEE shall have the right to terminate this lease upon 150 days notice to the LESSOR (“Early Termination”). In the event the LESSEE exercises the right to Early Termination the LESSOR shall have the right to enter the Premises at reasonable times and with reasonable notice for the purpose of leasing. All other conditions of surrender, as set forth in Section 33, shall apply.

- 23. BROKERAGE None. Each of LESSOR and LESSEE warrants and represents that it has dealt with no other broker entitled to claim a commission in connection with this transaction and shall indemnify the other from and against any such claim, including without limitation reasonable attorneys' fees incurred by the other in connection therewith.

- 24. CONDITION OF PREMISES Except as may be otherwise expressly set forth herein, the LESSEE shall accept the leased Premises, including the fixtures and equipment, “as is” in their condition as of the commencement of the term of this lease, without any representations or warranties by LESSOR except as may be provided herein, and the LESSOR shall be obligated to perform no work whatsoever in order to prepare the leased Premises for occupancy by the LESSEE. By taking possession of the Premises, LESSEE agrees that the Premises are in good order and satisfactory condition.

- 25. FORCE MAJEURE In the event that the LESSOR is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the LESSOR, the LESSOR shall not be liable to the LESSEE therefor nor, except as expressly otherwise provided in case of casualty or taking, shall the LESSEE be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the leased Premises or any part thereof.

- 26. LATE CHARGE If rent or any other sum payable hereunder remains outstanding for a period of ten (10) days, the LESSEE shall pay to the LESSOR a late charge equal to ten percent (10%) of the amount due for each month or portion thereof during which the arrearage continues.

27. LIABILITY OF OWNER No owner of the property of which the leased Premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder.

No individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of LESSEE shall be personally liable for performance of LESSEE's obligations hereunder. Neither party shall be liable to the other hereunder for consequential, indirect or punitive damages.

28. OPTION TERM LESSEE shall have the opportunity to extend the Initial Term for one (1) additional period of three (3) years (the Option Term) commencing on the day following the expiration of the Initial Term provided the LESSEE and LESSOR mutually agree to extend. The LESSOR must receive notice via email of LESSEE's intent to exercise the Option Term no less than six (6) full calendar months prior to the expiration of the Initial Term.

The base rent for the Option Term ("Option Term Base Rent") is at the rate outlined below, in advance in monthly installments payable via Buildium or similar rent collection software selected by the LESSOR, on the first day of each month. All rent shall be payable without offset or deduction.

OPTION TERM YEAR	ANNUAL BASE RENT	MONTHLY BASE RENT
YEAR 1	\$51,000.00	\$4,250.00
YEAR 2	\$53,520.00	\$4,460.00
YEAR 3	\$56,400.00	\$4,700.00

29. LANDLORD WORK LESSEE agrees to accept the Premises in its "as-is" condition and configuration, it being agreed that LESSOR shall not be required to perform any work or incur any costs in connection with the construction or demolition of any improvements in the Premises.

30. DELIVERIES AND LOADING Vehicle deliveries shall be limited to the hours of 9AM to 12PM on weekdays. Vehicles shall be required to remain in designated loading areas on Somerville Ave, and such access is intended for small box trucks or vehicles. Hand delivery is permitted at all times but all deliveries may be restricted from time to time to allow for programmed events in the courtyard for which the LESSOR will provide 48 hour advance notice. Use of the marked street loading zone on Somerville Avenue is on a first come first serve basis.

31. HOURS OF OPERATION
- a) LESSEE agrees to be open to the public for the minimum hours set by Bow Market management.
 - b) It is understood that LESSEE shall operate between the hours of 11:30 AM to 2:30 PM and 4:30 PM to 8:30 PM Tuesday - Sunday. LESSEE will operate in accordance with LESSEE'S posted hours and any municipal restrictions that apply.
 - c) Changes to hours may be modified by lease amendment, LESSORS agree to respond to requests for such changes in a timely manner.
 - d) LESSEE agrees that any changes to hours will include the baseline hours laid out in section (a) and LESSEE will be open a minimum of five (5) days a week and twenty-eight (28) hours a week. One (1) of these five days may be "by appointment only"
 - e) LESSEE retains the right to be closed for extended periods as necessary for inventory management, store layout updates, and reasonable vacations. LESSEE agrees to give the LESSOR and the public notice of such events in a timely manner..
32. CONFIDENTIALITY
- The terms and provisions of this Lease shall be held in confidence by LESSEE and not disclosed to other tenants or potential tenants of the Property. LESSEE may (a) disclose such information to its owners, legal counsel, accountants, lenders, contractors, architects, and similar third parties that need to review the same in connection with LESSEE's construction, use of the Premises, and operation of its business, and (b) LESSEE may also disclose such information to the extent that such disclosure is required by law or court order or by discovery rules in any legal proceeding, provided that LESSEE first shall provide written notice thereof to LESSOR.
33. SURRENDER OF PREMISES
- Prior to the date of expiration of this Lease Agreement, whether for cause or by the expiration of the Initial Term or Option Term, the LESSEE shall remove all LESSEE's goods and property ("LESSEE's Property"), including but not limited to; any and all perishable food items, any equipment purchased and installed by the LESSEE, internal signage or branding, any storefront accessories or furniture. LESSEE shall professionally patch and paint all interior walls as well as perform a deep clean. In addition, LESSEE will return the Premises keys and mail keys to the LESSOR.
- In the event of the LESSEE's failure to remove any of LESSEE's Property from the Premises, the 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.
34. ODORS, NOISE, GARBAGE
- LESSEE shall not (a) emit unreasonable odors, vapors, smoke, fumes, noise or sounds from the Premises, and shall take necessary steps to minimize such emissions, and in no event shall LESSEE make any such emissions into other areas or floors of the building, common areas, the courtyard, or in other tenant's space in the building, or outside the building so as to cause a nuisance to abutters of the property, other surrounding property owners or tenants of surrounding property owners, or in violation of any applicable Laws; and (b) accumulate garbage or trash in the Premises, common areas, on the property, on adjoining streets, sidewalks and ways (other than in areas designated by LESSOR for such purpose). LESSOR may fine the LESSEE up to \$200 per occurrence for any violations of the posted Trash Room Rules.
35. RULES AND REGULATIONS
- LESSOR may from time to time adopt reasonable rules and regulations for the Premises and the property of which the Premises are a part further defining the conduct of the parties hereto and establishing rules and regulations for, including but not limited to, vendor meetings, event planning, and other matters relating to the operation of the businesses at the property.

- 36. COMMUNITY INVOLVEMENT LESSOR encourages each member of the Bow Market community to participate in and be involved in regular Bow Market community activities including but is not limited to (a) participation in monthly business community meetings, (b) participation on the Bow Market Slack program, (c) reading the weekly business newsletter, (d) participating in the creation and adoption of the Bow Market Ethics of Care, and (e) participation in periodic polls and surveys.
- 37. PENALTIES A minimum \$200 charge will be assessed against the LESSEE for (a) inappropriate use of the trash room, (b) avoidable damage to common areas and common property, and (c) unauthorized storage of personal property in common areas. Invoices for such charges shall be paid within seven (7) days of such assessment.
- 38. RESTRICTION OF USE The LESSOR and its agents may from time to time and with a minimum of seven (7) day's notice, close the market to the public to host private or ticketed events.

IN WITNESS HEREOF, the said parties hereunto set their hands and seals this_____.

LESSOR

BwB-Square, LLC

Matthew Boyes-Watson, Manager

LESSEE

The City of Somerville
