



**Town of Elsmere
&
New Castle County**

Library Lease Agreement

July 1, 2021 – June 30, 2024

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made this _____ day of _____, 2021, by and between **THE TOWN OF ELSMERE** ("Landlord"), a municipal corporation of the State of Delaware, having an address at 11 Poplar Avenue, Elsmere, Delaware 19805, and **NEW CASTLE COUNTY** ("Tenant"), a political subdivision of the State of Delaware, having an address at 87 Reads Way, New Castle, Delaware 19720.

WITNESSETH:

WHEREAS, the Landlord is the owner of certain real property at 11 Poplar Avenue, Elsmere, Delaware 19805, and more specifically identified on New Castle County tax maps as Tax Parcel Number 19-00-100-043 ("the Property"); and

WHEREAS, Tenant desires to utilize a portion of the Property, consisting of approximately Six Thousand (6,000) square feet of space of the Town Hall facility ("Premises") located on the Property; and

Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Premises upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Premises. The Landlord agrees to lease the Premises to the Tenant, including all improvements thereon (as depicted in Exhibit "A"), subject to the terms and conditions hereinafter set forth.
2. Term. The term of the Lease shall commence on July 1, 2021 (Commencement Date) and shall continue for three (3) years ending June 30, 2024. Any renewal beyond the term set forth, must be by mutual written agreement of the Landlord and Tenant.
3. Purpose. The Tenant's use of the Premises shall be solely for operating the Elsmere Library, and activities directly related thereto. Any use inconsistent with or not in furtherance of said purpose shall be considered a breach of the Lease, unless such use has been mutually agreed upon in writing by both parties.
4. Rent. The Tenant shall pay to Landlord monthly rent ("Rent") in the amount listed below for each month during the term of the Lease. Rent shall be payable monthly beginning on the Commencement Date and on the first day of each month thereafter. All Rent shall be paid at the Landlord's office, or to such other person and/or at such other place as shall be designated by Landlord to Tenant.

a. July 1, 2021 through June 30, 2024 \$4,783.81

5. Use. The Premises shall be used for a public library, and parking for the public library (“Required Use”) but may also, in addition to the Required Use, be used for other accessory community uses as mutually agreed upon in writing by the parties.
6. Common Areas. The common areas shall be the grounds, parking areas, malls, driveways, walks, entrances, exits, service areas and service roads on the Property. Tenant, Tenant’s employees, agents, contractors and customers of Tenant or its subtenants or concessionaires shall have the right to use, in common with and with due regard for the rights of others entitled to use the same, the common areas for all such purposes as said various common areas shall be designated by Landlord, but only in connection with Tenant’s use of the Premises as a library facility.
7. Maintenance and Repairs. Landlord shall perform the following maintenance services regularly and as needed, including but not limited to;
 - a. Snow removal from driveway, walkway and parking lot;
 - b. Trimming all shrubbery;
 - c. Trash disposal and removal from the exterior of the premises;
 - d. Cleaning the gutters and drain spouts;
 - e. Landlord agrees to make all necessary structural repairs or alterations to the Property which Landlord is required to maintain as hereinafter set forth. The Landlord is required to maintain the foundation, roof, exterior walls, marquees, structural columns and structural beams of the premises.
 - f. Landlord agrees to encourage police visits to the Elsmere Library as often as possible.
 - g. The Tenant, without prior written consent of the Landlord first obtained, shall not perform any work of any nature whatsoever, to the roof, exterior walls or to any structural portions of the building of which the premises is a part.
 - h. Notwithstanding the foregoing, the Landlord shall be responsible for the necessary replacement of all heating, ventilations and air conditioning systems, if the Landlord shall reasonably determine it necessary to replace such systems, Landlord shall undertake replacement of such systems.
8. Utilities. Tenant agrees to pay, at Tenant’s sole cost and expense, all utility costs and assessments for the following utilities servicing the Premises:
 - a. Heating;
 - b. Air Conditioning;
 - c. Sewer Charges;
 - d. Janitorial and Cleaning Services for the Premises; and
 - e. Electricity.

If a charge shall be made from time to time by the public authority having jurisdiction for the use of the sanitary sewer system, Tenant shall pay the same.

9. Alterations. Tenant shall not make any alterations, additions or improvements to the premises without prior written consent of the Landlord which consent shall not be unreasonably withheld. Any approved alterations, additions or improvements shall be done in accordance with the applicable laws and ordinances of any public authority having jurisdiction over the Premises and in accordance with the building and zoning codes and regulations of any such authority.

Tenant shall not place, print, install or attach any sign to the exterior of the Premises or the Property or on the grounds adjacent to the Property without the prior written consent on the Landlord, which shall not be unreasonably withheld, and except as allowed by applicable laws, ordinances and regulations.

10. Assignments and Subletting. Tenant agrees not to assign this Lease in whole or in part or sublet any part of the Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld.

11. Access and Public Use. Tenant shall have exclusive use of the Premises. However, the Landlord shall be permitted to enter the Premises, upon providing at least twenty-four (24) hours written or verbal notice. If an emergency exists, Landlord may enter Premises at any time to address the emergency circumstances.

12. Inclement Weather. The Landlord agrees to provide the Tenant with the following during periods of inclement weather.

- a. A contact number (cell phone) for a person the tenant can contact in order to determine if the Town Hall will be closed and to obtain updates concerning the status of any conditions such as snow removal efforts.
- b. A supply of an ice melting agent which can be utilized by the Tenant to address icing conditions on the walkways to the premises.

13. Termination. If either party breaches any term or condition of the Lease and, after written notice of such default from the non-breaching party, fails to cure such default within thirty (30) days after such notice, or if such default is of such character as to require more than thirty (30) days to cure and the breaching party fails to commence to cure such default through the exercise of reasonable diligence within that thirty (30) day period, the Lease will automatically terminate upon the non-breaching party giving the breaching party written notice of the termination and the reason(s) therefore. The parties may also terminate the Lease upon mutual written agreement.

The Landlord acknowledges the Tenants desire and need to provide the same level of technological capabilities and services to the patrons of this location as is made available to all patrons of the New castle County Library System. The Landlord and the Tenant realize that at times this desire and need may be in conflict with the laws and regulations of the Town. Therefore, it is agreed that should the tenant request to install technological equipment or services at the premises which Tenant is making available to patrons of all

branches of the New Castle County Library System and the Landlord and Tenant are unable to reach an agreement as to the installation of the technological equipment or services, then the Tenant may terminate this lease after giving the Landlord thirty (30) days written notice of their intent to terminate.

14. Termination Upon Relocation Or Need To Demolish Building. Tenant recognizes that the Landlord may wish to relocate the offices of the Town of Elsmere to another location or to demolish or substantially renovate this building and that such a decision would require the Tenant to vacate the premises and the Landlord in its sole discretion elects to terminate this lease for those reasons, it shall give the tenant 90 days written notice that this lease is thereby terminated and the Landlord's obligations under this lease shall end.
15. Compliance with Applicable Laws. Both parties agree to comply with all applicable statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, County and City Governments and any and all Courts, Departments and Bureaus that may apply to the Premises, including but not limited to all environmental requirements and requirements of the Board of Fire Underwriters for the prevention of fires. Both parties agree that if notified by the County, Local, State or Federal official of any violation on the Premises within either party's control, the parties will remedy the violation within thirty (30) days; however, if the violation is of such character as to require more than thirty (30) days to cure, the parties shall commence to cure the violation through the exercise of due diligence within that thirty (30) day period.
16. Insurance. During the term of this Lease and any extension(s) or renewal(s) thereof, the Tenant shall procure and maintain in full force and effect a comprehensive general liability insurance policy in an amount of not less than one million dollars (\$1,000,000.00). During the term of the Lease, Tenant shall procure and maintain in full force and effect at its own expense worker's compensation insurance in compliance with the Compensation Law of the State of Delaware, for any employees of Tenant. During the term of this Lease, Tenant shall not permit or cause the cancellation or reduction in coverage of any insurance required by this section. Tenant Must give thirty (30) days written notice to the Landlord if the insurance coverage provided by this paragraph is cancelled or reduced.

Tenant shall procure and maintain all policies of insurance required by this paragraph with insurance underwriters authorized to do business in the State of Delaware and name the Town of Elsmere as an additional insured to all insurance coverage. Tenant shall provide a confirming Certificate of Insurance to the Landlord.

17. Notice. Any notice provided herein shall be given by hand or registered or certified mail. Postage prepaid and addressed to, for the Tenant: General Manager, New Castle County Department of Community Services, 87 Reads Way, New Castle, Delaware 19720; and for Landlord: Town Manager, Town of Elsmere, 11 Poplar Avenue, Elsmere, Delaware 19805.

18. Amendments/Modifications. No amendments or modifications to this Lease shall be binding unless in writing and signed by the Landlord and the Tenant.
19. Integration. This document comprises the entire Agreement between the parties hereto relative to the Premises and supersedes any prior agreements, whether verbal or written.
20. Choice of Law. This Lease shall be governed by the laws of the State of Delaware.
21. Legal Construction. If one or more of the provisions of the Lease is held to be invalid, illegal or unenforceable in any respect for any reason, such invalidity, illegality, or unenforceability shall not affect any other provision of the Lease, and the Lease shall be construed as if the invalid, illegal, or unenforceable provision had never been included.
22. Headings and Subheadings. The headings and subheadings herein are for convenience only and shall not be used to relieve either party of any obligation under this Lease.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LANDLORD: THE TOWN OF ELSMERE

By: John S. Giles, Jr.

Title: Town Manager


Signature

TENANT: NEW CASTLE COUNTY

By: 

Title: 


Signature

CERTIFICATE OF ACKNOWLEDGEMENT:

State of Delaware
County of New Castle

This Lease Agreement was acknowledged before me on this ____ day of _____, 2021 by the parties listed above.

Mrs. Diana J. Reed
Notary Public – State of Delaware
My Commission Expires: October 15, 2018

Identification:

☐ Personally Known

☐ Presented Satisfactory Evidence

Type and expiration date of identification document: _____