

**LEASE AGREEMENT**

THIS LEASE AGREEMENT made between **Millbrook Masonic Lodge #97**, with an address at 2400 North New Hope Rd.; Raleigh, NC 27604 (hereinafter referred to as "Lessor") and \_\_\_\_\_ (hereinafter referred to as "Lessee");

WHEREAS, Lessee holds regular meetings each month and desires to use Millbrook Masonic Lodge #97 to conduct these meetings;

IT IS THEREFORE AGREED:

1. PREMISES: The Lessor shall lease to the Lessee the premises located at 2400 North New Hope Rd., Raleigh, NC 27604 for regular stated meetings on \_\_\_\_\_.

2. USE: Lessee’s use of the Premises for the agreed upon rental payments hereto is limited to its regular stated meetings. Specifically, in addition to the upstairs lodge meeting room, Lessee shall be permitted to use:

- \_\_\_ a. Storage located \_\_\_\_\_
- \_\_\_ b. Kitchen area: \_\_\_ including \_\_\_ not including refrigerator.
- \_\_\_ c. \_\_\_\_\_
- \_\_\_ d. \_\_\_\_\_

Lessee shall not be permitted to occupy or use:  
\_\_\_\_\_  
\_\_\_\_\_

3. ADDITIONAL MEETINGS: Lessor has no obligation to allow Lessee use of the Premises for additional meetings. However, if Lessee requires use of any part of the Premises for additional meetings other than Lessee’s regular stated meetings, Lessor may allow such additional meetings for a fee to be agreed upon by the parties hereto in writing, (which may include electronic communication) and scheduled through Lessor’s Secretary, which shall not conflict with Lessor’s use of Millbrook Masonic Lodge #97.

4. LEASE TERM: The term of this lease shall be for a period of \_\_\_ year(s) \_\_\_ months commencing \_\_\_\_\_, and terminating \_\_\_\_\_. Thereafter, the parties hereto, by written consent, may agree to renew this lease for another \_\_\_ year(s) \_\_\_ months at the same terms, or may enter into a new lease. Otherwise, at the expiration of the lease term, the Lessee will be deemed to have a lease from month to month, whereby either party may give thirty days notice to terminate this Agreement.

5. RENTAL AMOUNT: Lessee shall pay to Lessor a monthly sum of \$ \_\_\_\_\_ to lease the premises, which amount includes utilities. Payments shall be made in advance in 3 month increments on the 1<sup>st</sup> day of the month, beginning \_\_\_\_\_. Since rent includes utilities, Lessee shall take reasonable care to make sure that lights, heat, and A/C are not left on when Lessee is not occupying the premises. Payments may be made by cash or check directly to Lessor’s Secretary or delivered to Millbrook Masonic Lodge #97, P.O. Box 40756, Raleigh, North Carolina, 27629.

6. LATE FEE: Lessee may be assessed a late fee of \$25.00 for any lease payment received more than 10 days past the due date.

7. **LESSEE OBLIGATIONS:** Lessee must clean the areas it uses for its meetings, restore placement of furniture, and shall not remove any personal property from the Premises that is not owned by Lessee. Lessee will be held liable for any damages to Premises caused by Lessee. Lessee shall maintain a minimum of \$1,000,000.00 in liability insurance and provide proof of such insurance on or before the commencement of this lease. Lessee shall be liable for any damages to the Premises or Lessor's property while Lessee is occupying the Premises. Lessee shall indemnify Lessor for any damages or costs incurred by Lessor as result of Lessee's use and occupancy of the Premises, including, but not limited to, loss of revenue, costs of storage of Lessor's property, and costs of relocating the meetings of Millbrook Masonic Lodge # 97 and their permitted occupants.

8. **LESSOR OBLIGATIONS:** Lessor's obligations are limited to providing use of the premises as limited herein, and shall not be responsible for any of Lessee's property. Lessor shall not be held liable for any damages or injuries incurred by the Lessee or its guests while on the Premises.

9. **PROHIBITED ACTIVITY:**

- a. The use or presence of alcohol or illegal substances is strictly prohibited on Millbrook Lodge #97 grounds and building at all times.
- b. Firearms are not allowed on the Premises
- c. Smoking(vaping included) is not allowed on the Premises.
- d. No DJs, or club-like parties or music is allowed under any circumstances. Any other noise, music, etc. shall be kept at a reasonable level and shall not be audible from the parking lot of the Lodge building.
- e. Only the plastic dining room tables and chairs are allowed to be moved. All other furniture, including the piano, must remain as they were and shall not be moved without prior written approval from Lessor.
- f. Outdoor activities are only allowed with prior written approval from Lessor.
- g. Lessee shall not hang anything on the walls, add furnishings, or otherwise modify the Premises without written approval of Lessor. Any items brought to Premises for Lessee's meetings must be removed after each meeting, unless storage of such items had been allowed pursuant to paragraph 2 of this Agreement.

10. **DEFAULT:** In the event Lessee shall fail to perform any of the promises, duties or obligations agreed to in this Agreement and such failure shall continue for a period of ten (10) days after written or electronic notice of such failure from Lessor to Lessee, then Lessor may at any time thereafter, without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default or breach:

(a) Maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating Lessee's right to possession irrespective of whether Lessee shall have abandoned the Premises; or

(b) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to the Lessor. In such event Lessor shall be entitled to recover possession of the leased Premises from Lessee and those claiming through or under Lessee. Such termination of this Lease and repossession of the leased Premises shall be without prejudice to any remedies which Lessor might otherwise have for arrears of rent or for a prior breach of the provisions of this Lease.

Lessor shall be entitled to collect any damages resulting from Lessee's default, including, but not limited to, any costs of re-renting the premises, arrears of rent, the difference, if any, between the reasonable rental value of the premises (or the actual rental at which the premises are re-let) and the rental provided for herein for the balance of the term, and reasonable attorney fees. Upon any re-entry pursuant to this paragraph, Lessor may, but shall not be obligated to, without liability to anyone for trespass or conversion, remove any personal property located in or about the premises and store such property at Lessee's expense. The personal property so removed shall be deemed abandoned if Lessee has not made a written demand therefore within thirty (30) days of the Lessor's reentry. If Lessee makes such a demand, Lessor shall release such personal property to him upon payment by Lessee of the costs of removal and storage. If no demand is made, Lessor may discard the property without liability to anyone. No waiver by Lessor of any breach of any obligation contained herein shall be regarded as a waiver of any future breach of the same or any other obligations.

11. **BENEFIT:** This agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

12. **NOTICES:** Any notice required or desired to be given under this Agreement shall be deemed given if in writing, electronically or personally delivered, or sent by regular U.S. mail to the addresses of the parties to this lease agreement as follows:

Lessor: Millbrook Masonic Lodge; PO Box 40756, Raleigh, NC 27629

E-mail: \_\_\_\_\_

Lessee: \_\_\_\_\_

E-mail: \_\_\_\_\_

13. **INVALID PROVISION:** In the event any provision of this Agreement is held to be void, invalid or unenforceable in any respect, then the same shall not affect the remaining provisions hereof, which shall continue in full force and effect.

14. **ASSIGNMENT/SUBLETTING:** Lessee's interest in this Agreement may not be assigned or sublet without written consent from Lessor.

15. **ENTIRE AGREEMENT:** This lease agreement contains the entire understanding of the parties hereto, and there are no oral agreements between the parties. This agreement may only be amended or modified in writing and executed by all parties hereto.

**Lessor: Millbrook Masonic Lodge #97**

By: \_\_\_\_\_  
Dennis K. Keith, Worshipful Master

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
George C. Gillenwater, Secretary

\_\_\_\_\_  
Date

**Lessee:** \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title