

ATTACHMENT "A"

SAMPLE LEASE AGREEMENTS
FINANCIAL TRANSACTION TERMINALS
AND BRANCH BANK

This agreement entered into as of _____ 2014, between the City of Lowell (hereinafter collectively called the "City") and _____, a Banking association having a place of business at _____ (hereinafter called "The Bank").

WITNESSETH;

Whereas the City desires to have the Bank operate, maintain and service _____ financial transaction terminal hereinafter called "Machine" on premises owned by the City, in the _____, hereinafter referenced to as "Premises."

Whereas the Bank desires to operate, maintain and service the Machine at its own expense as hereinafter provided:

Now, therefore, in consideration of the mutual agreements contained herein, the City and the Bank hereby agree as follows:

1. The machines shall be maintained on each Premises at its current location. The Machine is a model Cash Dispenser with all features described in the Bank's proposal to the City. The Bank will provide customers of the Machine with access to the Nyce, Cirrus, Sum and Mastercard holders.
2. The Bank shall maintain at its own expense all necessary electrical wiring. The Bank shall provide for a telephone and data box with pull string at the Premises, if necessary. The Bank shall arrange for and pay for any cost associated with the installation of telephone and data lines. After installation, the Bank will pay all telephone expenses.
3. The City shall provide the Bank reasonable access to the Machine for any and all purposes including, without limitation, service and maintenance of the Machine, and emptying and filling the Machine with cash.
4. The Bank may place such signs, advertisements and similar materials at the Machine as the Bank deems reasonably necessary or desirable in connection with the use of the Machine. The Bank shall have the exclusive right to regulate the use or operation of the Machine in any manner. All signage shall be subject to review by the Lowell Historic Board, the City of Lowell, the Lowell Arena and Civic Stadium Commission and any city or state regulation, zoning or applicable laws.

Final approval shall be subject to review and approval of the City, which the City agrees not to unreasonably withhold or delay.

5. The Bank shall use its best efforts to maintain the Machine in good operating condition while it is on the Premises, and make substitutions therefore and alterations thereof, subject to the City's prior written approval which approval shall not be unreasonably withheld or delayed, as the Bank may, in its reasonable discretion, deem necessary or desirable, but at no cost tot the City. No Alterations shall be permitted which materially affect the aesthetics, or design of the Premises. The Bank shall use its best efforts to maintain the Machine in a neat and orderly condition consistent with the general cleaning standards at the Premises. References herein to the "Machine" shall be deemed to include, where the context so permits, any substitute Machine installed by The Bank and any alterations of either the original or any substitute Machine.
6. The employees or agents of the Bank, when entering the Premises to maintain or to service the Machine or for other purposes will conduct themselves in a reasonable and professional manner, and the Bank will be responsible for their actions and conduct while on the Premises.
7. The term of this Agreement shall commence on _____, 2014. Unless sooner terminated by mutual agreement of the parties, or as otherwise provided herein, this Agreement shall have a term of three (3) years. An option to renew for an additional three (3) years shall be exercised solely by the City. Subject to the terms relating to termination set forth below, the term of this Agreement shall continue in full force, unless either party gives written notice of its intention to terminate the Agreement at lease sixty (60) days prior to the expiration of the term.
8. In consideration for use of the premises by the Bank, the Bank agrees that beginning on the commencement date of this Agreement, and thereafter continuing throughout the term of this Agreement, the Bank shall pay to the _____ a monthly rent _____ location and the bank shall pay to the management company for the _____ a monthly rent based on the number of financial transaction during each monthly during each monthly period for which the Machine is utilized at the _____ location. As used herein, a financial transaction shall mean any service performed by the Machine including balance inquiries. Within thirty (30) days after the end of each calendar month which falls wholly or partly within the term of this Agreement, the Bank shall send to the City a monthly statement showing the number of financial transactions performed during said calendar month, and the appropriate monthly rent, determined in accordance with the following schedule:

a. Monthly Rent

The Bank also agrees to share the monthly surcharge fee* income generated from the proposed ATM terminal as described below:

Monthly surcharged Transactions	Surcharge Income \$
0-1000	\$0.00
1001-2000	\$0.25 per surcharged transaction
2001-3000	\$0.50 per surcharged transaction
3001 and over	\$0.75 per surcharged transaction

- b. This Monthly Rent schedule is partially based on monthly transaction volumes, including balance inquires and account updates.
 - c. In the event this Agreement is not in effect during an entire calendar month, then the monthly rent in respect thereof shall be appropriately prorated according to the number of days during such month in which this Agreement was in effect.
 - d. The Banks obligation to pay monthly rent in respect of any month falling wholly or partly within the term of this Agreement shall survive the expiration or termination of the Agreement.
9. In the event that the Machine interferes with the conduct of the business operations at the Premises, the Agreement may be terminated upon one hundred eighty (180) days prior written notice to the Bank.
10. Either party may terminate this Agreement hereto after sixty (60) days written notice of default under or breach of this Agreement if such default or breach is not cured within sixty (60) days after such written notice is given. Furthermore, the Bank may terminate this agreement immediately, whether before or after the Machine has been installed, whenever it shall reasonably deem itself required to terminate Machine service by reason of applicable law, regulation or order. In the event of termination as provided in the preceding sentence, the Bank shall notify the City thereof promptly and the Bank will remove the Machine from the Premises and return the Premises to its initial condition, reasonable wear and tear excepted.
11. The Bank shall have exclusive access to the Machine. The Machine and all related fixtures, machinery, wiring, and equipment, including air conditioning (if installed) and camera equipment shall remain the exclusive property of the Bank. The City shall have no rights whatsoever in the Machine or other equipment installed by the Bank.
12. In the event that statute or regulation permits the imposition by the Bank of transaction fees for use of financial transaction terminals, the City will not unreasonably withhold or delay consent to the imposition by the Bank of any ATM surcharges that may be proposed by the Bank during the term of this Lease Agreement.
13. At the expiration of the term or other termination of this Agreement, the Bank shall remove from the Premises the Machine, and any related fixtures, machinery,

- wiring and equipment together with any signs, advertisements or the like, placed or attached or affixed in any other manner to the Machine by the Bank or its employees or agents.
14. In the event that any claims for negligence is made by the Bank against the City, it is understood that Chapter 258 of the Massachusetts General Laws shall govern the liability on the part of the City.
 15. The Bank shall indemnify the City and hold the City harmless against all direct loss and liability on account of claims of personal injury, death and property damage resulting from the negligence of the Bank and/or its employees and agents while on the Premises.
 16. The City shall use its best efforts to procure a clause in any insurance policy covering the Premises and the personal property, fixtures, and equipment located therein, a waiver of subrogation against the Bank, its agents, or employees for any loss or damage to its property or the property of others resulting from fire or other perils covered by such insurance.
 17. The Bank shall use its best efforts to procure a clause in, or endorsement on, the insurance policy covering the Machine, in which the insurance company waives subrogation against the City, its agents, employees and tenants: and the Bank hereby agrees that it will not make any claim against or seek to recover from the City for any loss or damage to the Machine resulting from fire or other perils covered by such insurance.
 18. In the event that the Premises or any part thereof are so damaged by fire or other casualty, whether or not insured against, so that the Bank cannot use the Premises for the purposes intended in this Agreement, then either the Bank or the City shall have the right to terminate this Agreement by written notice delivered to the other within ninety (90) days of such fire or casualty. If this Agreement is not terminated, then in the case of a fire or casualty, the City shall promptly restore the Premises to substantially their condition prior to such fire or casualty, and in the case of a taking, the City shall renovate the remaining portion of the Premises to permit its use by the Bank for the purposes intended hereby.
 19. The Bank shall pay any personal property taxes or fees directly resulting from the Machine or the presence thereof on the Premises.
 20. All notices which may be necessary or desirable to give under the Agreement shall be in writing and shall be given by delivery in hand, or by mailing the same by registered or certified mail, return receipt requested, addressed to the City or the Bank, as the case may be, at their respective addresses as either of them may hereafter designate by notice given in the same manner. All notices shall be deemed given when so mailed or delivered.
 21. This agreement shall be governed by and construed in accordance with the Laws of the Commonwealth of Massachusetts.
 22. This Agreement is subject to the Bank obtaining all permits, licenses and other authorizations from the Bank's Senior Management and its Board of Directors, the appropriate officials, boards, or other bodies necessary to allow the Bank to maintain the Machine at the Premises in compliance with the provisions of all applicable Zoning Ordinance, building and fire codes, and governmental laws, regulations, codes or orders affecting the installation of the Machine on the

Premises, including approval as an electronic bank facility by the appropriate banking regulatory agencies (all of the same being hereinafter collectively referred to as "Authorizations"). If the Authorizations of this Section of the Agreement are not satisfied by the Bank, this Agreement shall become null and void.

23. The Bank shall have the right to notify the City of any condition on the premises, which shall interfere with the installation of the Machine, or the use by the Bank of the Premises as contemplated by this Agreement. Upon receipt by the City of the Bank's written notification as to any such condition, the City shall have ten (10) days to cure such condition. If the City does not cure such condition within said ten (10) days, at the Bank's option, the Bank may declare this Agreement to be null and void and of no further force and effect.
24. The request for Proposals issued by the City and the Proposal submitted by the -- _____ on _____ 2014 shall be incorporated by reference and representations contained therein are hereby made a part of this Lease.

IN WITNESS THEREOF, THE bank and the CITY have affixed their signature on the date first written above.

CITY OF LOWELL
SIGNED AND APPROVED

APPROVED AS TO FORM:

Kevin J Murphy, City Manager

Christine P. O'Connor
City Solicitor

BANK/Credit Union
SIGNED AND APPROVED

ATTEST

PRESIDENT

Michael Geary, City Clerk

Karen O'Beirne,
Acting City Auditor

P. Michael Vaughn,
Chief Procurement Officer

**SAMPLE LEASE AGREEMENT
BANK/CREDIT UNION AND EDUCATION
FACILITY
LOWELL HIGH SCHOOL**

This Agreement entered into as of _____ 2014, between the City of Lowell School Department (hereinafter collectively called the "City") and _____, a Banking association having a mailing address of _____ (hereinafter called "The Bank").

WITNESSETH:

Whereas the City desires to have the Bank maintain on premises of Lowell High School a credit union educational facility hereinafter referenced to as "Premises".

Whereas the Bank desires to establish and maintain such an educational facility at its own expense as hereinafter provided;

Now, therefore, in consideration of the mutual agreements contained herein, the City and the Bank hereby agree as follows:

1. The Machine (as defined below) shall be installed on the Premises at the location described in Addendum A attached hereto. The Machine to be installed will have all the features described in the Bank's proposal to the City. Such proposal, along with any drawings shall be incorporated by reference.
2. The Bank will provide a full-time Student Branch Coordinator.
3. The Bank will purchase, install, and maintain an ATM (hereinafter the "Machine" or the "ATM") for the Student branch. During the school year, the ATM will be available for continuous daily use.
4. The electrical (*power*) and HVAC will be brought to the Premises by the City. The Bank will wire the facility to the City's requirements. The Bank will also require junctions for data, computer, and telephone to be brought to the Premises by the City.
5. .The Bank has received Regulatory Bulletin 23-104, and agrees to the provisions stated.
6. The Student Branch will be open concurrently with existing school hours. Because the Branch exists as a Training/Educational Facility, the students will not be paid for their services.
7. The Bank reserves the right to refuse any student, who does not meet the Bank's standard requirements.
8. The Bank will pay a passbook savings account interest rate equal to that paid to its other members at all other branches.

9. The Bank will offer a completely fee free checking (share draft) account with no minimum balance requirement to students.

10. The Bank will offer more than fifteen (15) types of banking services at the school branch.

11. Except for the work to be done by the City pursuant to Section 5, the Bank shall install at its own expense all necessary electrical wiring, if necessary. The Bank shall provide for a telephone and data box with pull string at the Premises, if necessary. Except for the work to be done by the City pursuant to Section 5, the bank shall arrange for and pay for any cost associated with the installation of telephone and data lines, if necessary. After installation, the Bank will pay all telephone expenses.

12. The City shall provide the Bank reasonable access to the Machine for any and all purposes including, without limitation, service and maintenance of the Machine, and emptying and filling the Machine with cash.

13. The Bank shall use reasonable efforts to maintain the Machine in good operating condition while it is on the Premises, and make substitutions therefore and alterations thereof, subject to the City's prior written approval which approval shall not be unreasonable withheld or delayed, as The Bank may, in its reasonable discretion, design necessary or desirable, but at no cost to the City. No alterations shall be permitted which materially affect the aesthetics or design of the Premises. The Bank shall use reasonable efforts to maintain the Machine in a neat and orderly condition consistent with the general cleaning standards at the Premises. References herein to the "Machine" shall be deemed to include, where the context so permits, any substitute Machine installed by The Bank and any alterations of either the original or any substitute Machine.

14. The employees or agents of the Bank, when entering the Premises to maintain or to service the Machine or for other purposes, will conduct themselves in a reasonable and professional manner, and the Bank will be responsible for their actions and conduct while on the Premises.

15. The terms of this Agreement shall commence upon the date of installation and operation of the Machine for business. Unless sooner terminated by mutual agreement of the parties, or as otherwise provided herein, this Agreement shall have a term of three (3) years. The term of this Agreement shall commence on _____, 2014. An option to renew for an additional three (3) years shall be exercised solely by the City. Subject to the terms relating to termination set forth below, the term of this Agreement shall continue in full force, unless either party gives written notice of its intention to terminate the Agreement at least sixty (60) days prior to the expiration of the term.

16. This Agreement may be terminated by either party hereto after sixty (60) days written notice of default under or breach of this Agreement if such default or breach is not cured within sixty (60) days after such written notice is given. In the event of termination as provided in the preceding sentence, the Bank shall notify the City promptly and the Bank will remove the Machine from the Premises and return the Premises to its initial condition, reasonable wear and tear excepted.

17. The Bank shall have exclusive access to the Machine. The Machine and all related fixtures, machinery, wiring and equipment, including air conditioning (if installed) and camera equipment, shall remain the exclusive property of the Bank. The City shall have no rights whatsoever in the Machine or other equipment installed by the Bank.

18. At the expiration of the term or other termination of this Agreement, the Bank shall remove from the Premises the Machine, and any related fixtures, machinery, wiring, and equipment, together with any signs, advertisements or the like, placed or attached or affixed in any other manner to the Machine by the Bank or its employees or agents.

19. The Bank shall indemnify the City and hold the City harmless against all direct loss and liability on account of claims of personal injury, death and property damage resulting from the negligence of the Bank with respect to the machine or the Premises and /or its employees and agents while on the premises. In no event will either party be liable for special, incidental or consequential damages. Both the City and the Bank shall cooperate fully with, and shall assist the other in the pursuit and perfection of any rights that they may have with respect to any loss or liability referred to in this Agreement under any insurance coverage obtained by either of them. It is understood that the liability on the part of the City shall be governed by Chapter 258 of the Massachusetts General Laws.

20. The City shall use its best efforts to procure a clause in any insurance policy covering the Premises and the personal property, fixtures and equipment located therein, a waiver of subrogation against the Bank, its agents or employees for any loss or damage to its property or the property of others resulting from fire or other perils covered by such insurance.

21. In the event that Premises or any part thereof are so damaged by fire or other casualty, whether or not insured against, so that the Bank cannot use the Premises for the purposes intended in this Agreement, then either the Bank or the City shall have the right to terminate this Agreement by written notice delivered to the other within ninety (90) days of such fire or casualty. If this agreement is not terminated, then in this case of a fire or casualty, the City shall promptly restore the Premises to substantially the condition prior to such fire or casualty, and in *the case of a taking*, the City shall renovate the remaining portion of the Premises to permit its use by the . Bank for the purposes intended hereby.

22. All notices which may be necessary or desirable to give under this Agreement shall be in writing and shall be given by delivery in hand, or by mailing the same by registered or certified mail, return receipt requested, addressed to the City or the Bank, as the case may be, at their respective addresses as *either of them may* hereafter designate by notice given in the same manner. All notices shall be deemed given when so mailed or delivered.

23. This agreement shall be governed by and construed in accordance with the Laws of the Commonwealth of Massachusetts.

24. This Agreement is subject to the Bank obtaining all permits, licenses and other authorizations from the Bank's Senior Management and its board of Directors, the appropriate officials, boards, or other bodies necessary to allow the Bank to maintain the Machine at the *Premises in* compliance with the provisions of all applicable Zoning Ordinance, building and fire codes, and governmental laws, regulations, codes, or orders affecting the installation of the Machine on the Premises, including approval as an electronic bank facility by the appropriate banking regulatory agencies (all of the same being hereinafter collectively referred to as "Authorizations"). If the Authorizations of this Section of the Agreement re not satisfied by *the* Bank, this Agreement shall become null and void.

25. The Bank shall have the right to notify the City of any condition on the premises which shall interfere with the installation of the Machine, or the use by the Bank of the Premises as contemplated by this Agreement. Upon receipt by the City of the Bank's written notification as to any such condition, the city shall have ten (10) days to cure such condition. If the City does not cure such condition within said ten (10) days, as the Bank's option, the Bank may declare this Agreement to be null and void and of no further force and effect.

26. The Request for Proposals issued by the City and the Proposal submitted by the Bank on _____, 2014 shall be incorporated by reference and representations contained therein are hereby made a part of this Lease.

IN WITNESS THEREOF, the BANK and the CITY have affixed their signature on the date first written above.

APPROVED:

NAME OF BANK

Kevin J. Murphy
City Manager

By _____

Federal I.D. or Social Security No.

APPROVED AS TO FORM:

Christine P. O'Connor
City Solicitor

Karen O'Beirne, Acting City Auditor

Date: _____

School Committee

P. Michael Vaughn
Chief Procurement Officer