RESOLUTION

AUTHORIZING THE CITY OF NASHUA TO ENTER INTO A LEASE AGREEMENT WITH LIQUID THERAPY, LLC FOR 14 COURT STREET, UNIT B

CITY OF NASHUA

In the Year Two Thousand and Eighteen

RESOLVED by the Board of Aldermen of the City of Nashua that the City is authorized to enter into a lease agreement, substantially in the form attached, with Liquid Therapy, LLC for Unit B of 14 Court Street, Nashua, New Hampshire.
LEGISLATIVE YEAR 2018

RESOLUTION: R-18-042

PURPOSE: Authorizing the City of Nashua to enter into a lease agreement with Liquid Therapy, LLC for 14 Court Street, Unit B

ENDORTERS: Mayor Jim Donchess

COMMITTEE ASSIGNMENT:

FISCAL NOTE: Fiscal impact will be $1 annually for the initial 5 year term, $30,000 base rent for year 6 with a $1,800 annual increase each year for years 7 through 10 and an annual CPI increase thereafter.

ANALYSIS

This resolution authorizes the City of Nashua to enter into a lease agreement with Liquid Therapy, LLC for Unit B, 14 Court Street, Nashua, New Hampshire. Unit B is currently unoccupied with no rent being collected.

Approved as to account structure, numbers, and amount: Financial Services Division

By: ____________________________

Approved as to form: Office of Corporation Counsel

By: ____________________________

Date: June 6, 2018
14 COURT STREET LEASE FOR UNIT B

This Lease is entered into as of July 1, 2018 by and between the City of Nashua, 229 Main Street, Nashua, New Hampshire (“Lessor”) and Liquid Therapy, LLC, a New Hampshire limited liability corporation, with a business address of 5 New Haven Drive, #201, Nashua, NH, 03063 (“Lessee”). In and for the mutual covenants set forth herein, the parties agree as follows:

1. LEASE OF PREMISES AND TERM

The Lessor leases to the Lessee the exclusive use of approximately 3,555 sf as described in Appendix A, attached hereto and incorporated herein by reference, within the property situated at 14 Court Street, Nashua (“Premises”), New Hampshire (“Lease Area”) and subject to the terms of this agreement. The Leased Area shall be utilized by the Lessee for the purposes of preparation and sale of food and beverage, including alcoholic beverages, in accordance with federal, state, and local laws and regulations, including but not limited to land use regulations and health code. The term of this Lease shall be for five (5) years commencing on the 1st day of July, 2018 and expiring on the 30th day of June, 2023 (the “Initial Term”). If the lease is not renewed pursuant to section 2, the Lessee shall promptly and peaceably vacate the Lease Area and Associated Outdoor Area and deliver up the Lease Area and Associated Outdoor Area to Lessor with all Leashhold improvements and fixtures in place at the time of certificate of occupancy. The improvements to remain in the property include all heating, cooling, plumbing, electrical, and lighting fixtures as identified in Appendix B “Equipment and Fixture Inventory” attached hereto and incorporated herein by reference. Specialized equipment specific to the operation of the Lessee’s business shall be removed from the Premises, Lease Area and Associated Outdoor Area and includes any devices or fixtures purchased by Lessee prior to commencement of the Lease and any upgrades to equipment after Lease commencement. Any property remaining on, in or about the Premises, Lease Area and Associated Outdoor Area after thirty (30) days from the day of termination, shall be deemed abandoned and may be disposed of by the Lessor in any manner in Lessor’s sole discretion without prior notice to Lessee or any creditors of Lessee.

2. EXTENSION OF LEASE REQUEST

Subject to this section, the Lessee has the right to renew the Lease for two (2) additional five (5) year terms. To exercise the first renewal term, the Lessee shall send written notice to the Lessor ninety (90) days prior to expiration of the Initial Term and must be current on its obligations under this Lease. At year ten (10) of the Lease, the Lessee has the option to request a second five (5) year lease renewal. To
exercise the second renewal term, the Lessee shall send written notice to the Lessor ninety (90) days prior to expiration of the then current term and must be current on its obligations under this Lease.

3. **BASE RENT**

The base rent for the Initial Term shall be One and 00/100 Dollars ($1.00) per year, payable on the July 1st of each year for five (5) years. At year six (6), if the Lessee chooses to renew the Lease, the base rent will increase to $30,000 and escalate by $1,800 per year through year ten (10).

<table>
<thead>
<tr>
<th>Base Rent:</th>
<th>Annually</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1-5:</td>
<td>$1.00</td>
<td>N/A</td>
</tr>
<tr>
<td>Year 6:</td>
<td>$30,000.00</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Year 7:</td>
<td>$31,800.00</td>
<td>$2,650.00</td>
</tr>
<tr>
<td>Year 8:</td>
<td>$33,600.00</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>Year 9:</td>
<td>$35,400.00</td>
<td>$2,950.00</td>
</tr>
<tr>
<td>Year 10:</td>
<td>$37,200.00</td>
<td>$3,100.00</td>
</tr>
</tbody>
</table>

If the Lessee chooses to renew the lease for the second renewal term, increases in the Base Rent for years 11-15 will be tied to the Consumer Price Index or similar prevailing price index widely adopted for industry use at the time of effect as determined by the City of Nashua in its sole discretion. All rent for each renewal term, if any, is due and payable on the first of each month.

A late fee of $50 will be charged on the 10th day of the month if rent has not been received. A $25 fee is charged for returned checks. After a second check is returned, a fifty dollar ($50.00) fee will be assessed, no further personal checks will be accepted and payment must be made in cash, cashier’s check or money order.

4. **ADDITIONAL RENT**

The Lessee will be responsible for its share of the Operating Expenses for the Lease Area and Associated Outdoor Area also known as “Additional Rent”. Operating Expenses include but are not limited to electricity, water, sewer, and gas and any other fee or charge that is necessary, customary or advisable for Lessee to occupy the Lease Area and Associated Outdoor Area. The Lessor will make a good faith estimate of the annual Additional Rent no later than June 15th each year. For the Initial Term, Additional Rent shall be paid by the Lessee to the Lessor in monthly installments of 1/12th of the estimate commencing on July 1, 2018. For each renewal term, if any, Lessee shall pay the Additional Rent in monthly installments of 1/12th of the estimate to the Lessor concurrent with each monthly
installment of the Base Rent. The Lessor shall deliver to the Lessee an annual statement of Operating Expenses as soon as reasonable possible after the end of each Fiscal Year (June 30th) (“Statement”). The Statement will have reasonable detail regarding total Operating Expenses for the whole Premises, and Operating Expenses allocable to the Lease Area and Associated Outdoor Area. The Statement will additionally identify amount paid to date by the Lessee and any difference in balance (outstanding or overpaid). Any amount paid based on the estimates of Additional Rent shall be subject to Statement Reconciliation.

5. **RECONCILIATION OF OPERATING EXPENSES**

If the Lessor’s estimated payments for Additional Rent exceed the Lessee’s share of the Operating Expenses as identified in the Statement, the Lessor will credit the Lessee through monthly installments to be applied to Additional Rent or reimburse the Lessee for the amount excess, at is sole option. Conversely, if the Lessor’s estimated payments of Additional Rent were less than Lessee’s share of the Operating Expenses, the Lessee shall pay the Lessor for the deficit within thirty (30) days of delivery of the Statement.

6. **DEPOSIT**

A security deposit of $7,500 is due at the Lease signing. Thirty (30) days after Lessee vacates the Lease Area and Associated Outdoor Area, provided all rents and charges due Lessor by Lessee are fully paid and the Lease Area and Associated Outdoor Area, are left in a clean and rentable condition, having been cleaned and all other obligations under the Lease have been performed, the security deposit shall be returned by Lessor to Lessee. The security deposit may be forfeited by Lessee in whole or in part if: (i) any unpaid sums are due by Lessee to Lessor; (ii) the Lease Area and Associated Outdoor Area are not left in the same clean condition as when the tenancy began; (iii) the Lease Area and Associated Outdoor Area have not been cleaned and repaired after Lessee vacates, (iv) any notice, obligations or provisions provided in this Lease have not been met; (v) any utilities remain unpaid; or (vi) repair is necessary to the Premises, Lease Area and Associated Outdoor Area, or fixtures (reasonable wear and tear excepted); (vii) for any missing fixtures or equipment original to the lease area as identified in Appendix B “Equipment and Fixture Inventory” of this lease agreement. Lessor shall provide Lessee with a breakdown of the forfeited funds within thirty (30) days of the completion of any cleaning or repair work or payment of the expense incurred. If said sum exceeds the security deposit, Lessee shall be
14 COURT STREET LEASE FOR UNIT B

responsible to pay said excess sum immediately to the Lessor upon invoice. The security deposit shall not be used by Lessee as the last month’s rent. An inventory of fixtures and equipment will be kept on file with the Lease and accounted for at the termination of the Lease. The market value for any missing fixtures or equipment will be deducted from the deposit. The deposit account will be interest bearing and will additionally act as an escrow account for Reconciliation of Operating Expenses as defined in Section 5.

7. PAYMENT OF REAL AND PERSONAL PROPERTY TAXES

The Lessee agrees to pay, before they come delinquent, all real and personal property taxes and any related interest or late fees lawfully levied or assessed against the Lease Area and Associated Outdoor Area and on any structures or improvements added by, on behalf of or at the direction of the Lessee. The Lessee shall also pay any service assessment, user fee or the like and any related interest or late fees charged by any governmental agency to the Lease Area and Associated Outdoor Area or on account of the business conducted thereon by the Lessee or any facility user or subtenant. If the City receives the notice, the City shall notify the Lessee of the assessments and user fees and, together with such notice, shall furnish the Lessee with a copy of the bill for such fees. The Lessee shall pay such assessments and user fees on or before their due date. The Lessee’s liability to pay assessments and user fees shall be prorated for any fraction or portion of a use period during which this agreement is not in effect. Pursuant to NH RSA 72:23, the Lessee has the option, each year, to file in a timely manner the correct forms requesting an exemption to property taxes. If such forms are filed, the City of Nashua Board of Assessors will consider the property tax status of the Lessee. Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this Lease by the City.

8. UTILITIES

Access to electricity, water, sewer, and gas service on the Lease Area and Associated Outdoor Area are available. The Lessee will have the capacity to connect to these utilities. Electricity service utilized by Lessee shall be monitored for estimating of usage. Water, Sewer, and Gas use by the Lessee will be estimated based on differences in previous billing periods. The Lessee is responsible for obtaining telephone, data, and any other telecommunications and internet connections and services. Any associated costs with providing telecommunication and internet services will be the sole responsibility
of the Lessee. The Lessee is also responsible for arranging its own waste management service(s). The City of Nashua will not provide solid waste receptacle or removal services for the Lessee.

9. ASSOCIATED OUTDOOR AREA

As part of the terms of this lease, the Lessor provides the Lessee with exclusive use of the plaza in front of the space as defined in Appendix A further labeled as “Associated Outdoor Area”. The Lessee is responsible for meeting any and all regulations in order to use the Associated Outdoor Area. The Lessee shall annually obtain all necessary approvals for its proposed and intended uses of the Associated Outdoor Area.

The Lessee will maintain the Associated Outdoor Area for the purpose of outdoor dining and alcohol consumption in keeping with their business plan and for no other use. The Lessor reserves the right to revoke access to the Associated Outdoor Area as part of this Lease in the event that the Lessee cannot maintain the space in a manner that respects and continues the quite enjoyment of the Premises by all other tenants, visitors, and customers.

10. MAINTENANCE/SECURITY

The Lessee shall be liable for any damage to any portion of the Premises, “Lease Area,” and Associated Outdoor Area resulting from the acts or omissions of the Lessee, its authorized representatives, agents and invitees. Lessee shall be responsible for collecting its own trash and maintaining the refuse storage area in accordance with Municipal Health Code regulations. The Lessee will be responsible for snow removal from sidewalks and entryways within and leading to the Lease Area and the Associated Outdoor Area.

11. LESSOR’S WORK

The Lessor will improve the storefront glazing and commercial entry fronting Church Street as defined in Appendix A between the “Lease Area” and the “Associated Outdoor Area” by August 31st 2018.

12. LESSEE’S WORK

All improvements to the Lease Area and Associated Outdoor Area shall be constructed by the Lessee in accordance with the approved building permits and in line with the business plan submitted to The City
of Nashua’s Economic Development Division as part of the Greater Nashua Revolving Loan Fund (RLF) Application.

13. PARKING

Lessor is not providing any parking as part of this Lease. Lessee is responsible for following all parking ordinances and is solely responsible for citations resulting from violations.

14. ALTERATIONS

Alterations to the Lease Area and Associated Outdoor Area must be submitted by the Lessee to the Lessor in writing in a detailed project plan for approval. The Lessee shall not make any structural, interior or exterior alterations to the Lease Area and Associated Outdoor Area without the written prior consent of the Lessor. The Lessor shall be given reasonable time to review plans submitted and make requests for additional information.

15. SIGNAGE

Exterior signage will be the responsibility of the Lessee. No Signs shall be affixed to the exterior façade of the building fronting on Church Street. The Lessee is allowed to repurpose the existing defunct wayfinding sign pole for the purpose of affixing branded signage for the business in accordance with City of Nashua sign regulations. In exchange for use of this sign pole, the lessor agrees to generally maintain the soft landscaping in the area immediately surrounding the sign. Maintenance includes keeping the area free of weeds, over growth as well as trash and debris.

16. INSURANCE REQUIREMENTS OF LESSEE

Lessee shall, at no expense to Lessor, provide and keep in force through insurer(s) which hold an A.M. best rating of “A” or better and which are licensed in the State of New Hampshire, the following types of insurance coverage –

a) Commercial General Liability insurance with limits of at least $1,000,000 per occurrence and $2,000,000 aggregate. Such policy shall include coverage for premises and operations, products and completed operations, personal and advertising injury and contractual liability insurance that covers the indemnity obligations of this lease. Such policy or policies shall include Lessor and its managing agents as additional insureds on a primary and
noncontributory basis, as their interest appear. This policy shall include coverage for bodily injury or property damage liability arising out of fumes from heating or cooling systems or from hostile fires. Such policy shall contain a waiver of subrogation in favor of the Lessor.

b) Workers’ Compensation and Employers Liability coverage in compliance with the State of New Hampshire statutes. Such policy shall contain a waiver of subrogation in favor of the Lessor.

c) Commercial Automobile Coverage for owned, leased and hired vehicles of at least $1,000,000 combined single limit.

d) Property Insurance at 100% replacement cost, in compliance with all laws, regulations or ordinances affecting such property at any time during the lease, for the Lessee’s improvements and betterments, including all the items included in Lessee’s work, and all equipment and other property, HVAC, trade fixtures and signs from time to time in, on, adjacent to or upon the Lease Area and Associated Outdoor Area and all alterations, additions or changes made by Lessee pursuant to the terms of this Lease, and shall not be subject to coinsurance. Such policy shall contain a waiver of subrogation in favor of the Lessor.

None of the requirements as to types and limits to be maintained by Lessee are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Lessee under this Lease and the Lessor shall not maintain any insurance on behalf of the Lessee.

Lessee agrees to deliver certificates of all insurance required under this section to Lessor prior to any entry upon premises, and not less than thirty (30) days before the expiration of any policy. Further, Lessee agrees to provide complete copies of all policies to the Lessor upon receipt. In the event of cancellation or material change in coverage in any of the above policies, Lessee and its insurers shall agree to provide to Lessor at least 30 days advanced notice of any such change or cancellation. Failure to meet all insurance requirements shall constitute a default of the Lease and shall result in immediate termination of this Lease and evacuation of the Lease Area and Associated Outdoor Area.

Lessee shall require any contractor of Lessee performing work in, on or about the Premises, Lease Area and Associated Outdoor Area to obtain and maintain Commercial General Liability, Workers’ Compensation and Commercial Automobile Coverage with provisions identical to those required above, including listing the same parties as additional insureds. Before commencing any alterations and at all times during construction of alterations, the Lessee’s contractor or subcontractor shall maintain an All
Risk Policy in an amount not less than the completed value of the project naming the Lessor and its managing agents as additional insureds. Any and all mechanical liens claimed, filed, recorded or asserted against the premises resulting from construction or alterations done by or for the Lessee shall be fully released, discharged or abated within a period of ninety (90) days.

17. PROPERTY OF LESSEE

All property of Lessee kept, stored or maintained on the Premises, Lease Area and Lease Area and Associated Outdoor Area shall be at the sole risk of the Lessee. Under no circumstance will the Lessor be responsible for the repair or replacement of any property regardless of the nature or circumstance in which damage or loss of use arise.

18. COVENANT TO HOLD HARMLESS

Regardless of any coverage provided by any insurance, Lessee agrees to indemnify and shall defend and hold harmless the City of Nashua, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, liabilities, interest, attorney’s fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Lessee or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this rental agreement. Lessee’s indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the negligence or willful misconduct of the Lessor.

19. NOTICES

All notices and statements required in the Terms of this lease; if directed to the Lessor, shall be mailed postage pre-paid to;

Name: Liquid Therapy LLC
Attn: Mr. Palmer & Mr. Tremblay
Street Address: 5 New Haven Drive, Suite #201
City/State/Zip: Nashua, New Hampshire 03063

if directed to the Lessee, shall be mailed postage pre-paid to;

Name: City of Nashua,
14 COURT STREET LEASE FOR UNIT B

Attn: Risk Management

Street Address: 229 Main Street
City/State/Zip: Nashua, New Hampshire 03060

20. SUPERSESSION/INTEGRATION/MATERIAL TERMS/WAIVERS

This Lease supersedes and replaces any prior Lease or other agreement between the parties hereto and is a fully integrated document to be interpreted in accordance with its express terms and without reference to other documents or oral interchanges between the parties. All terms of this Lease are material terms and are to be fully complied with. A waiver of compliance on any occasion shall not be deemed to constitute an agreement to waiver on any other occasion.

21. PROHIBITION AGAINST ASSIGNMENT

The Lessee shall not assign this Lease without first obtaining the Lessor’s prior written consent which may or may not be given in the discretion of the Lessor.

22. LESSOR’S RIGHT OF ENTRY

The Lessor and the Lessor’s authorized representatives shall have the right to enter the Lease Area and Lease Area and Associated Outdoor Area at all times for any of the following purposes: to determine whether the Lease Area and Lease Area and Associated Outdoor Area are in good condition and whether the Lessee is complying with its obligations under this agreement; or to do any necessary maintenance or to make any restoration to the Lease Area and Lease Area and Associated Outdoor Area. The Lessor shall endeavor to give reasonable notice of its intent to enter the Lease Area or Lease Area and Associated Outdoor Area pursuant to this section in non-emergency situations.

23. CONFORMANCE WITH THE LAW

In all actions permitted hereby by the Lessee shall conform to all pertinent federal, state and local laws, whether statutory or decisional. The Lessee shall not violate any law, building or fire code, act without a requisite license or permit or suffer or allow a violation of law to occur on the Lease Area and Lease Area and Associated Outdoor Area.
24. **HOLDOVER**

If Lessee shall remain in possession of the Lease Area and Lease Area and Associated Outdoor Area after the termination date or earlier termination of the Lease then the Lessee shall be deemed a Lessee-at-Will whose tenancy is terminable at any time. All terms of this Lease including rent and Additional Rent shall remain in full effect. Additionally, Lessee shall pay to Lessor all damages incurred by Lessor on account of such holding over by Lessee.

25. **NO SUBLEASE**

Lessee shall not sublet all or any part of the Lease Area or Lease Area and Associated Outdoor Area.

26. **DEFAULT BY LESSEE**

The following shall be deemed to be events of default by Lessee under this Lease:

(a) Lessee shall fail to pay any installment of the Rent or Additional Rent and/or late fee within 10 days when due.

(b) Lessee hereunder shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due, or a receiver or trustee shall be appointed for all or substantially all of the assets of the Lessee, and not dismissed within sixty (60) days after commencement of such action, unless such action is commenced by Lessee, in which case there shall be no grace period.

(c) Lessee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors.

(d) Lessee shall do or permit to be done any act which results in a lien being filed against the Premises, Lease Area and Associated Outdoor Area or the real property upon which the Premises are located which is not satisfied by payment, bond or other security satisfactory to Lessor in its sole discretion within sixty (60) days after Lessee has notice thereof.

(e) The liquidation, termination, dissolution or (if the Lessee is a natural person) the death of Lessee.

(f) Lessee shall assign or attempt to assign any of the rights or obligations under this Lease without the express written consent of the Lessor.
(g) Lessee shall be in default of any other term, provision or covenant of this Lease, other than as specified in subparagraph (a) through (f) above, and such default is not cured within thirty (30) days after written notice thereof from Lessor to Lessee, unless such default, if capable of being cured, cannot reasonably be cured within said thirty (30) days and cure is promptly commenced within said thirty (30) day period and is being diligently pursued to completion.

27. REMEDIES FOR LESSEE’S DEFAULT

Upon the occurrence of any event of default set forth in the Lease, Lessor shall have the option to pursue any one or more of the following without notice or demand:

(a) Without declaring the Lease terminated, Lessor may enter upon and take possession of the Lease Area and Lease Area and Associated Outdoor Area and expel or remove Lessee and any other person who may be occupying all or any part of the Lease Area and Lease Area and Associated Outdoor Area without being liable for any claim damages, and shall use reasonable efforts to relet the Lease Area and Lease Area and Associated Outdoor Area on behalf of Lessee and receive the rent and Additional Rent directly by reason of such reletting. Lessee agrees to pay Lessor upon demand any deficiency that may arise by reason of any reletting of the Lease Area and Lease Area and Associated Outdoor Area; further, Lessee agrees to reimburse Lessor for any reasonable expenditure made by it in order to relet the Lease Area and Lease Area and Associated Outdoor Area, including but not limited to repair costs.

(b) Without declaring the Lease terminated, Lessor may enter upon the Lease Area and Lease Area and Associated Outdoor Area without being liable for any claim for damages, and perform Lessee’s obligations under the Lease. Lessee agrees to reimburse Lessor on demand for any reasonable expenses which Lessor may incur in effecting compliance with Lessee’s obligations under this Lease; further Lessee agrees that Lessor shall not be liable for any damages resulting to Lessee from effecting compliance with Lessee’s obligations under this Lease unless such damages are caused by the gross negligence or willful misconduct of Lessor.

(c) Lessor may terminate this Lease, in which event Lessee shall immediately surrender the Lease Area and Lease Area and Associated Outdoor Area to Lessor, and if Lessee fails to
surrender the Lease Are and Lease Area and Associated Outdoor Area, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent enter upon and take possession of the Lease Are and Lease Area and Associated Outdoor Area and expel or remove Lessee and any other Lessee who may be occupying all or any part of the Lease Are and Lease Area and Associated Outdoor Area without being liable for any claim for damages. Lessee agrees to pay on demand the amount of all loss and damage which Lessor may suffer for any reason due to the failure of Lessee to maintain and/or repair the Lease Are and Lease Area and Associated Outdoor Area prior to the termination of the Lease as required hereunder and/or due to the inability of Lessor to relet the Lease Are and Lease Area and Associated Outdoor Area on satisfactory terms or otherwise.

All rights and remedies of Lessor herein or existing at law or in equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other.

Failure of Lessor to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Lessor shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this Lease or provided by law, nor shall pursuit of any remedy hereunder or at law constitute a forfeiture or waiver of any rent or damages accruing to Lessor by reason of the violation of any of the terms, provision or covenants of this Lease. Failure by Lessor to enforce one or more of the remedies provided hereunder or at law upon any event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions or covenants contained in this Lease. Lessor may collect and receive rent due from Lessee without waiving or affecting any rights or remedies that Lessor may have at law or in equity or by virtue of this Lease at the time of such payment. Institution of a forcible detainer action to re-enter the Lease Are and Lease Area and Associated Outdoor Area shall not be construed to be an election by Lessor to terminate this Lease. All waivers made pursuant to the terms and provisions of this Lease must be in writing and signed by the waiving party.
28. APPLICABLE LAW

This Lease shall be governed by and construed in accordance with the laws of the State of New Hampshire and any claim or action brought relating to this Lease, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere.

Lessor: The CITY OF NASHUA

By: ________________________________ Date: ________________________________
    Mayor James Donchess

Witness: ____________________________ Print Name: ____________________________

Lessee: LIQUID THERAPY, LLC

By: ________________________________ Print Name: ____________________________

And By: ____________________________ Print Name: ____________________________

Witness: ____________________________ Print Name: ____________________________

Date: ________________________________
APPENDIX A: LEASE AREA TO LIQUID THERAPY

14 COURT STREET  NASHUA, NH