



“Protect the Lodge, Protect the Mission”

BOY SCOUTS PREMISES LEASE AGREEMENT

This **GENERAL PREMISES LEASE AGREEMENT** (“Lease”) is made on this ____ day of _____, 2023, by and between [insert local Moose Lodge], a local lodge of Moose International, Inc., whose address is [insert] (“Lessor”) and [name of Charter Organization/Troop name etc], an associated organization of the Boy Scouts of America (“BSA”), whose address is [insert] (“Lessee”).

1. Description of Lease Premises. Lessor agrees to lease to Lessee and Lessee agrees to rent from Lessor, the space located at [insert address] (“Premises”). Lessee is the possessor of the Premises while using the Premises.

2. Term. Except as provided in Section 9.1 and 9.2, the Premises is leased as a tenant at will where either party may terminate this Lease for any reason with thirty (30) days written notice.

3. Rent. Rent due under this Agreement is payable in equal monthly installments of \$_____ [insert nominal rent amount], on the first day of each calendar month during the term. Rent is payable by Lessee, and Lessor will not seek payment from BSA. Lessee shall pay rent at [insert address], or at any other place as Lessor may designate in writing.

4. Use and Occupancy. Lessee agrees to use and occupy the Premises as a chartered organization for the BSA. Such organizations oversee scouting unit(s) including but not limited to a Cub Scout pack, a Boy Scout troop, a Varsity Scout team, a Venturing crew, or Sea Scout ship. Lessor represents that the Premises may lawfully be used for the stated purpose.

5. Alterations or Improvements. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to, or about the Premises. It is within the sole discretion of Lessor whether any alterations, additions, or improvements can be made to the Premises.

6. Care and Repair of Premises. Lessee shall not commit any act of waste and shall take good care of the Premises and the fixtures and appurtenances on it, and shall, in the use and occupancy of the Premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments. Lessor shall make all necessary



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repairs to the Premises. Where the repair has been made necessary by misuse or neglect by Lessee or Lessee’s agents, servants, visitors or licensees, Lessee shall pay Lessor the costs incurred by Lessor to make the repair. All improvements made by Lessee to the Premises which are attached to the Premises so that they cannot be removed without material injury to the Premises, shall become the property of Lessor upon installation.

Not later than the last day of the term, Lessee shall, at Lessee’s expense, remove all of Lessee’s personal property and those improvements made by Lessee which are not the property of Lessor, including trade fixtures, cabinet work, movable paneling, partitions and the like; repair all injury done by or in connection with the installation or removal of the property and improvements; and surrender the Premises in as good condition as they were at the beginning of the term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Lessee or Lessee’s agents, servants, visitors or licensees, excepted. All property of Lessee remaining on the Premises after the last day of the term of this Lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of the removal.

7. Accumulation of Waste or Refuse Matter. Lessee shall not permit the accumulation of waste or refuse matter on the Premises or anywhere in or near the Premises.

8. Utilities. Lessor shall pay for their heat, air conditioning, gas, trash removal, telephone, computer lines and other services used by Lessee on the Premises during the term of this Lease.

9. Lessee Representations. Lessee makes the following representation to Lessor:

9.1 Lessee’s volunteers, youth members, employees, and any other agents are trained in the areas of youth protection, the dangers of sexual abuse in scouting, and the prevalence of sexual abuse in scouting. Lessor may immediately terminate this Lease if Lessor learns that Lessee has failed to provide such training; and

9.2 Lessee’s volunteers, employees, and other agents have passed an industry standard criminal background check. Lessor may immediately terminate this Lease if Lessor learns that Lessee has failed to conduct a criminal background check of any of its volunteers, employees, and agents.

10. Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:



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10.1 Lessee fails to pay Rent to Lessor when due and such failure continues for five (5) days after Lessor's receipt of written notice from Lessor of such failure;

10.2 Lessee shall fail to perform any other term, covenant, or condition under this agreement, other than the payment of Rent, within thirty (30) days after receipt of written notice from Lessor so to do (or, if such default cannot be cured within said thirty (30) day period, then within such additional period of time as may be reasonably required to cure such default, provided Lessee commences remedying the default within such thirty (30) day period and thereafter is diligently pursuing to completion the curing of such default).

10.3 Upon the occurrence of any of the foregoing events, Lessor, may avail itself of all its rights and remedies at law or in equity, and in addition to, Lessor shall have the right:

a. To immediately re-enter and remove all persons and property from the Premises by summary proceedings, lawful force or otherwise;

b. To terminate this Lease on not less than two (2) days notice to Lessee. Upon such notice, this Lease shall cease and expire on the date set forth in the notice as if the date were the expiration date originally set forth herein; and/or

11. Insurance. Lessee shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises. Further, both Lessee and Lessor shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Lessor, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof.

12. Indemnification. Lessee agrees to pay, and to protect, defend, indemnify, and hold Lessor harmless from and against, any and all liabilities, losses, damages, costs, expenses (including all reasonable attorney's fees and expenses of Lessee and Lessor), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from (i) any injury to, or the death of, any person, or any damage to property on the Premises or upon adjoining sidewalks, streets, or ways, or in any manner growing out of or connected with the use, nonuse, condition, or occupancy of the Premises or any part thereof, or resulting from the condition thereof or of adjoining sidewalks, streets, or ways, (ii) violation of any agreement or condition



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hereof, and (iii) violation by Lessee of any contract or agreement to which Lessee is a party, or any restriction, statute, law, ordinance, or regulation, in each case affecting the Premises or any part thereof, or the ownership, occupancy, or use thereof, or (iv) any actual or alleged intentional, reckless, negligent, or tortious act or omission on the part of Lessee or any of its employees, volunteers, agents, contractors, sublessees, licensees, or invitees including, but not limited to, actual or alleged sexual misconduct, sexual molestation, or sexual abuse. In case any action, suit, or proceeding is brought against Lessor by reason of any occurrence herein described, Lessee will, at its own expense, defend such action, suit, or proceeding with counsel reasonably acceptable to Lessor.

13. Assignment of Sublease. Lessee cannot assign, mortgage, pledge, or encumber this Lease, in whole or in part, or sublet the Premises or any part of the Premises.

14. Waivers of Subrogation. Notwithstanding any other provisions of this Lease, in any event of loss or damage to the Premises, the Premises and/or any contents, each party shall look first to any insurance in its favor before making any claim against the other party; and, to the extent possible without additional costs, each party shall obtain, for each policy of insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance, and each party, to the extent permitted, for itself and its insurers waives all insured claims against the other party.

15. No Waiver. The failure of either party to insist on strict performance of any term, covenant, or condition of this Lease, or to exercise any option contained in this Lease, shall not be construed as a waiver of the term, covenant, or condition. This Lease cannot be modified or terminated orally.

16. Interruption of Services or Use. Interruption or curtailment of any service maintained in the Premises, if caused by strikes, mechanical difficulties, or any causes beyond Lessor’s control whether similar or dissimilar to those enumerated, shall not entitle Lessee to any claim against Lessor or to any abatement in rent, and shall not constitute constructive or partial eviction.

17. Assumption of Risk. Lessee assumes all risks and liabilities out of its operations and use of the Premises, including but not limited to property damage or personal injury, including death, unless caused by the gross negligence or willful misconduct of Lessor or Lessor’s agents.



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18. Severability. In the event that any provision or section of this Lease is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included therein, and the balance of this Lease shall continue in effect in accordance with its terms.

19. Remedies Cumulative. Exercise of any of the remedies of Lessor under this Lease shall not prevent the concurrent or subsequent exercise of any other remedy provided for in this Lease or otherwise available to Lessor at law or in equity.

20. Joint and Several Liability. In the event Lessee shall be compromised of more than one individual and/or business entity, each such individual or business entity compromising Lessee shall be jointly and severally liable for each and every obligation of Lessee under the terms of this Lease.

21. Compliance with Laws and Regulations. Lessee shall comply with all laws, orders and regulations of any governmental authority having or asserting jurisdiction over the Premises, which shall impose any violation, order or duty upon Lessor or Lessee with respect to the Premises or the use or occupancy thereof, including, without limitation, compliance with all city, state and federal laws, rules and regulations.

21.1 Lessee, upon notification of any allegation of sexual misconduct, sexual assault, or sexual abuse against any volunteer, employee and/or agent of Lessee, shall provide immediate written notification to Lessor and Moose International, Inc. Lessor may, at Lessor’s sole discretion, immediately terminate this Lease upon learning of such allegations.

21.2 Lessee shall observe and comply with any reasonable rules and regulations as Lessor may prescribe, on written notice to the Lessee, for the safety care and cleanliness of the Premises and the comfort, quiet, and convenience of the other occupants of the Premises.

22. Section Titles. Section and subsection titles used herein are solely for convenience and are not to be used in interpreting particular provisions of this Lease.

23. Choice of Law. This Lease and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of _____ including all matters of construction, validity, performance, and enforcement and without



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giving effect to the principles of conflict of laws. Any action brought by a party hereto shall be brought within the State of _____.

24. **Counterparts.** This Lease may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one document.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date set forth above.

LESSOR By: _____
[President’s Signature]

[President’s Printed Name]

(Administrator’s Signature)

(Administrator’s Printed Name)

LESSEE By: _____
[Signature of Lessee’s representative]

[Printed name and title of Lessee’s representative]