

Legal  
Ref. 21/2/4/5

L3850

THIS AGREEMENT made the 5<sup>th</sup> day of  
November One Thousand Nine Hundred and Eighty Five

BETWEEN THE CITY COUNCIL OF LANCASTER (hereinafter called "the Council") by William Pearson its Town Clerk of the one part and LANCASTER MUSICIANS CO-OPERATIVE (hereinafter called "the Occupier") by the signatories hereto of the other part

WHEREAS:-

- (1) The Council is the freeholder of the premises known as 1 Lodge Street in the City and County of Lancaster shown edged red on the plan annexed hereto and intends to demolish or reconstruct the same as soon as possible but it is unable to proceed with the work at present
- (2) The Council wish to put the said premises to beneficial use whilst finalising its redevelopment plans
- (3) It has been agreed between the parties that the Council will grant unto the Occupier a tenancy at will of the said premises and that the tenancy at will shall be determinable at the will of either the Council or the Occupier

NOW THEREFOR IT IS AGREED as follows:-

1. THE Occupier shall hold the said premises as tenant at will commencing from the First day of July One Thousand Nine Hundred and Eighty Five at a rental of Two Hundred Pounds per annum payable by two equal instalments on the First day of July and the Thirty First day of December PROVIDED ALWAYS that the acceptance of rent shall not be deemed to create any periodic tenancy
2. THE Occupier hereby agrees as follows:-
  - (i) to pay the reserved rent at the time and in the manner demanded
  - (ii) to pay all existing and future rates taxes assessments and

- outgoings payable by law in respect of the said premises either by the owner or occupier
- (iii) to carry out such works of repair to the said premises as it may wish for the benefit of its occupation
  - (iv) that the said tenancy at will should be personal to and non-assignable by either party hereto
  - (v) to use the premises only for the production and recording of music by the Occupier and its invitees and for purposes ancillary to this only
  - (vi) to permit the Council and its officers and agents with all necessary workmen and appliances at all reasonable times to enter upon the said premises and to view the state and condition thereof and to execute repairs or alterations to any adjoining premises now or hereafter belonging to the Council and to carry out any necessary surveys in connection with its proposed redevelopment
  - (vii) not to do or permit or suffer to be done in or upon the said premises or any part thereof anything which may be or become a nuisance or annoyance or cause damage to the Council or the tenants or occupiers of other property in the neighbourhood and not to place or display or permit or suffer to be placed or displayed any goods stalls boxes crates litter or rubbish of any kind whatsoever on the forecourt of or on the pavement in front of the said premises
  - (viii) not to affix or exhibit or permit or suffer to be affixed or exhibited to or upon any part of the exterior of the said premises or of the external walls rails or fences thereof any placard poster signboard or other advertisement except as shall be approved by the Council in writing under the hand of its Housing and Estates Officer for the time being
  - (ix) not to hold or permit or suffer to be held any sale by



auction on the said premises

- (x) not to use the said premises for events which are open to the general public
- (xi) not to unload any goods or materials from carts wagons or lorries and convey the same into the said premises except through the approved entrance or entrances provided for the purpose and not to cause thereby congestion of the adjoining roadways nor inconvenience any other user thereof
- (xii) to indemnify and keep indemnified the Council from and against all legal liability in respect of loss damage actions proceedings suits claims demands costs damages liability and expenses in respect of any injury to or the death of any person or damage to any property moveable or immoveable the infringement disturbance or destruction of any rights easements or privileges or otherwise by reason of or arising in any way directly or indirectly out of his occupation of the said premises and to effect all necessary insurance to cover this indemnity with an insurance company to be approved in writing by the Council producing the policy or policies of such insurance to the Council on demand and punctually paying all premiums for such insurance when the same shall become due

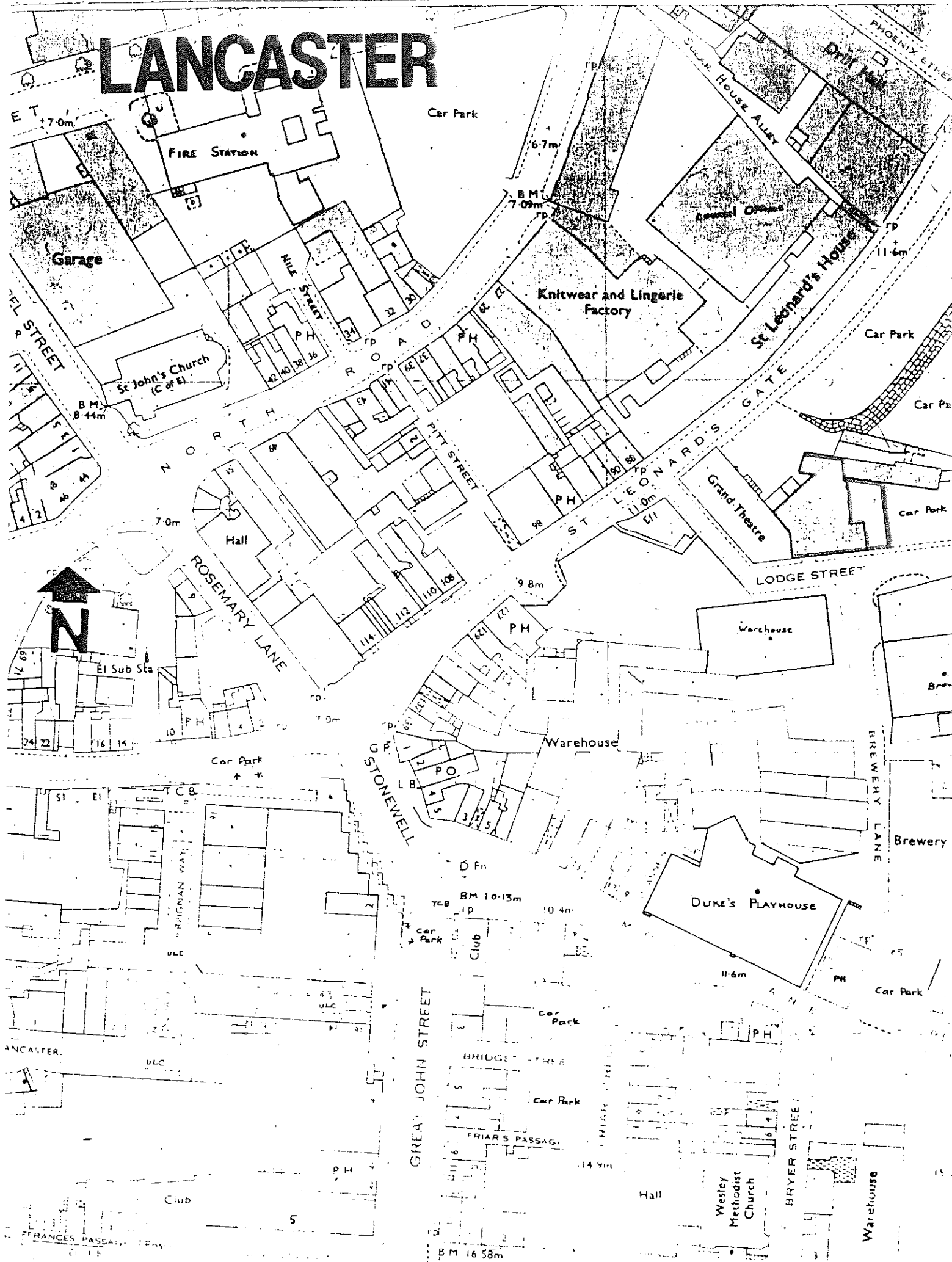
A S W I T N E S S the hand of the said William Pearson the day and year hereinbefore written

SIGNED by WILLIAM PEARSON )  
in the presence of:- )

(W.P.)

(V.J.L.)

# LANCASTER



SCALE: 1:1250

LANCASTER CITY COUNCIL  
City Housing & Estates Department  
5, Dalton Square, Lancaster.  
Tel. (0524) 39741.

