

**LEASE AGREEMENT**

Made the 1<sup>st</sup> day of July, 2016.

BETWEEN Phillip Schwartz, d.b.a. **Schwartz** Realty, the landlord, at 8 Rivercrest Drive, Massena, New York, and **BOCES**, the tenant.

WITNESSETH, that landlord agrees to rent to the tenant +/-600 square feet of space at 35 Glenn Street, Massena, New York, for a three-year term. The first year of lease term will run from July 1, 2016-June 30, 2017, continuing for a period of three years. For each of the three years, the rent will be \$13,200 annually, billed quarterly at \$3,300. Tenant shall have the right of first refusal for additional terms, with lease rate to be negotiated ninety days prior to end of lease term. This agreement may be terminated effective June 30 of any year within the term by either party, with or without cause, by giving 90 days written notice to the other party.

**THE FOLLOWING ARE INCLUDED (YES) OR EXCLUDED (NO) IN THE RENTAL PAYMENTS AS NOTED:**

<b>ELECTRICAL/HEAT</b>	<b>NO</b>	<b>AIR CONDITIONING</b>	<b>YES</b>
<b>JANITORIAL</b>	<b>NO</b>	<b>WATER AND SEWER</b>	<b>YES</b>
<b>PLOWING</b>	<b>YES</b>	<b>LAND &amp; SCHOOL TAX</b>	<b>YES</b>
<b>TRASH REMOVAL</b>	<b>NO</b>	<b>LIGHT BULB/ INCONDESCENT LIGHTING</b>	<b>YES</b>
		<b>MAINTENANCE SUPPLY</b>	<b>NO</b>
		<b>STAFF &amp; H.C. PARKING</b>	<b>YES</b>

If the tenant fails to pay said rent, or any part thereof when it becomes due, it is agreed that the landlord may sue for the same, or reenter premises, or resort to any legal remedy, including at landlords option the use of binding arbitration.

It is hereby further mutually understood and agreed as follows, that:

BOCES is an educational institution organized under the Education Law of the State of New York and that all BOCES agreements are subject to the approval of the NYS Department of Education.

The tenant will keep the demised premises in a clean and healthy condition, in accordance with the ordinances of the town and village, and direction of the proper authorities; The tenant will keep the premises in as good repair as the same are in at the commencement of the term herein provided for, or as they shall be at any time during its continuance, and at the end of said term will deliver the same in as good order and condition as they were at the commencement of this lease or may afterwards be put in during the continuance thereof, reasonable use and wear and damages by fire and other unavoidable accidents alone excepted; the tenant will not assign, transfer, or set over this lease, or sublet the whole or any part of the demised premises to any person or persons, without obtaining the consent of the landlord in writing, or make or allow to be made any alterations, additions or improvements to the same without first submitting plans therefore and obtaining the consent of the landlord or its agent in writing permitting the carrying out of said alterations, additions or improvements; the tenant will not place any signs upon the walls of said building, except with like consent, and will use and occupy the said premises for the purposes herein mentioned and no others, the tenant is entitled to the quiet enjoyment of the demised premises, and shall ensure they or their guests do not spoil the quiet enjoyment of other tenants, not disturb neighbors; the tenant will not use or occupy said premises nor permit said premises to be used or occupied for any purpose deemed hazardous on account of fire, and will not store, have or keep therein any material or substance which would increase the fire hazard except as provided for in a fire safe storage room, nor shall tenant store, have or keep therein any material deemed a controlled substance due to its biological, chemical or nuclear hazard potential. If landlord determines that tenant is in default of these or any other terms of this lease, tenant shall have 30 days from date of such notice to cure the default. If tenant cures the default within the 30 days, then tenant shall not be in breach of this lease. During the period of eight weeks prior to the expiration of the term hereby created, the tenant will permit the landlord or its agent to show the premises to persons desiring to rent the same during reasonable hours of the day until rented, and the landlord or its agent shall also be permitted at any time during the term to visit and examine said premises at any reasonable hour of the day, and wherever necessary for repairs, agents shall be permitted to make the same.

In case the premises, during the term shall be destroyed or damaged by fire or other unavoidable casualty so that the same shall be thereby rendered unfit for the tenant in its business, or in case the tenant shall be prevented from using said premises by reason of any action on the part of town or state officers through no fault, neglect or willful act of its own or its agents, servants or employees, then the rent hereinbefore reserved, or a just proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until the same premises shall have been put in proper condition for use by the tenant in its said business, or until the tenant is permitted

to resume the use thereof by said town or state officers; in case of fire the tenant shall give immediate notice thereof to the landlord, who shall thereupon cause the damage to be repaired with all convenient speed, but if the premises be so damaged that the landlord shall decide not to rebuild or the damage is so extensive as to effectively constitute a total destruction of the property, the term hereby created shall cease, and the accrued rent be paid up to the time of the fire, or refunded to the tenant for such period beyond the time of the fire as it may have paid the same.

The landlord is responsible for all structural repairs due to damages not caused by tenant. Structure is to consist of the heating, ventilating, air conditioning, roofing, load bearing members, exterior walls, foundation as well as plumbing and electrical systems. If the activity of the tenant directly causes structural damage, tenant shall be responsible for the cost of repair. However, if damage is the result of decay, or failure caused by age or unforeseen circumstances/events, landlord shall be responsible for said repair. In the event the landlord elects not to make a material structural repair, or perform any obligation and such failure continues for a period of thirty days, tenant may terminate this lease by giving written notice whereupon landlord shall have 30 days to cure any such default. If landlord still fails to perform as obligated in this lease, tenant may terminate the lease and be released from all liability for the performance of its terms, including the payment of rent subsequent to the date of termination.

Any notice provided for to be given by this instrument shall be deemed properly served on the party to whom it is to be given if the same is sent to said party in a sealed postpaid wrapper addressed to said party as the address appears in this instrument, by registered mail, and the time of mailing of said notice shall be deemed to be the time of its service.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal the day and year first above written.

LANDLORD  
Phillip Schwartz, Owner

TENANT  
BOCES

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\_\_\_\_\_ St. Lawrence-Lewis BOCES