

## **Personal Property Lease**

### 1. DESCRIPTION OF PARTIES AND PROPERTY LEASED

North Country Communications, Inc. 994 Military Turnpike, Plattsburgh, New York, 12901 called "Lessor", hereby leases to St. Lawrence-Lewis BOCES, 40 West Main Street, Canton, New York, 13617 called "Lessee", and Lessee hires from Lessor, the Use of a shared repeater on Mount Morris tower site on radio frequency of 461.850 PL 107.2 owned by Lessor to be used by lessee for radio communications to service the Clifton-Fine School District.

### 2. TERM OF LEASE

The term of this lease shall be thirty-six (36) months, such term to commence on November 1, 2019 and to terminate on October 31, 2022 unless otherwise terminated as provided in this lease.

### 3. RENT

In consideration for the leasing of the above-described use of the shared repeater, Lessee agrees to pay to Lessor as rent in the sum of \$ 50.00 per month, the first payment is due on or before November 1, 2019, and each subsequent payment of which is payable on or before the 1st day of each month thereafter, during the entire term of the lease. Such payments shall be made at Lessor's address as set out in Paragraph 1 of this lease.

#### 4. MAINTENANCE AND REPAIR

Lessor shall maintain the repeater in good repair and working order. Lessee's obligation to pay rent shall be abated during any period that the leased property is not fully functional. In the event that the leased property is not fully functional for a period exceeding 60 days, Lessee may terminate this lease.

#### 5. ASSIGNMENT OR SUBLEASE

Lessee will not assign this lease or sublet the leased property unless the written consent of Lessor to such assignment or sublease is first obtained.

#### 6. DEFAULT

If Lessee shall be in default of any of the rental payments, when the payments shall become due and payable as provided, or shall otherwise fail to comply with the material terms of this lease, Lessor may, at his option, terminate this lease and Lessee's right to use of the leased property following 30 days written notice to the Lessee, during which period Lessee shall have the right to cure the default and preserve this lease and the rights of Lessee hereunder. In the event that Lessee fails to cure the default within said 30 days, this lease shall terminate.

#### 7. OWNERSHIP OF LEASED PROPERTY

Lessor warrants to Lessee that it is the lawful owner of the repeater and corresponding radio frequency and has the right to enter into this agreement without lawful restraint.

8. APPLICABLE LAW

This lease shall be governed by the laws of the State of New York for all purposes.

9. NOTICES

Any notices to be given under this lease shall be given by mailing the notices to Lessor at 994 Military Turnpike, Plattsburgh, New York, and to Lessee at 40 West Main Street, Canton, New York.

Dated November 1, 2016

North Country Communications, Inc.  
Fed ID# 14-1609538

By: 

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Erl Svendsen, President

**St. Lawrence Lewis BOCES**

By: \_\_\_\_\_

Thomas R. Burns, District Superintendent