

## **LEASE**

**THIS LEASE** is made on the \_\_\_ day of \_\_\_\_\_, 20\_\_ between the Town of Massena, 60 Main Street, Massena, New York (“Lessor”) and St. Lawrence-Lewis BOCES, 40 West Main Street, Canton, New York 13617 (“Lessee”).

1. **Leased Premises.** Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to hire and take from Lessor, the Leased Premises described as the “Mattis Room” located on the lower level of the Massena Public Library, pursuant to the terms and conditions specified herein. Lessee shall also have non-exclusive use of Lessor’s common areas, including the public bathrooms and the space located immediately outside of the Leased Premises.
  
2. **Term.** The term of the Lease shall be from January 1, 2014 through December 31, 2014 (or on such earlier date as this lease may terminate as provided below) (the “Term”). This Lease is renewable in yearly increments by agreement of the parties hereto with the rent hereunder to be negotiated on an annual basis. Should Lessee desire to renew this Lease, Lessee shall provide Lessor with ninety (90) days written notice of Lessee’s intention to renew. Should Lessor not agree to the renewal, Lessor shall notify Lessee of such decision within thirty (30) days of receipt of original notice from Lessee and the tenancy herein created shall terminate at the end of the Term.
  
3. **Termination.** Either party shall have the right to terminate this Lease, without cause, with ninety (90) days, prior written notice to the other party.
  
4. **Rent.** The rent amount for the Leased Premises shall be Three Hundred Dollars (\$300) per month. Lessee shall pay rent on the first day of the month to Lessor at Lessor's above-stated address without demand, and without counterclaim, deduction, or setoff. The first month’s rent is to be paid when Lessee signs this Lease. Lessor shall not require Lessee to pay a security deposit under this Lease.
  
5. **Use and Occupancy.** Lessee shall be the sole occupant of the Leased Premises, and Lessee shall use and occupy the Leased Premises as an educational classroom and for no other purpose.
  
6. **Care and Repairs.** Lessee shall take good care of the Leased Premises and all fixtures contained therein and shall, in the use and occupancy of the Leased 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 repairs to the Leased Premises, except where the repair has been made necessary by misuse or neglect by Lessee or Lessee’s agents, servants,

visitors or licensees. If Lessee fails to make a needed repair or replacement, Lessor may do so and the expense of such repair or replacement to the rent.

7. **Improvements**. Any improvements made by Lessee to the Leased Premises which are so attached to the Leased Premises that they cannot be removed without material injury to such premises, shall become the property of Lessor upon installation. Lessee shall remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, and repair all injury done by or in connection with the installation or removal of such property and improvements, not later than the last day of the Term. All property of Lessee remaining in the Leased Premises after the last day of the Term of this Lease shall be deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of such removal; provided, that Lessor and Lessee have not mutually agreed to provide Lessee an additional period of time to remove such property. Lessor may store, at Lessee's risk and expense, any such property Lessor is required to remove from the Leased Premises.

8. **Alterations**. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions or improvements in, to or about the Leased Premises.

9. **Insurance**. Lessee shall be solely responsible for providing insurance coverage for Lessee's personal property located in the Leased Premises. Lessee shall not do or suffer anything to be done in the Leased Premises, which will cause an increase in the rate of fire insurance on the building.

10. **Assignment/Subletting**. Lessee may not assign this Lease or sublet the Leased Premises without the prior written consent of Lessor.

11. **Compliance with Rules and Regulations**. Lessee shall observe and comply with the rules and regulations as may be issued by Lessor, which are made part of this Lease, and with such further reasonable rules and regulations as Lessor may prescribe on written notice to Lessee for the safety, care, and cleanliness of the building, and the comfort, quiet, and convenience of other occupants of the building.

12. **Additional Lessee Covenants**. Lessee shall provide Lessor with: (a) a class schedule for the Leased Premises to facilitate Lessor's ability to clean and maintain such premises; and (b) monthly statistics of the number of students and teachers who use the Leased Premises for such month for use in Lessor's monthly "library visits" report.

13. **Utilities/Services.** Lessor shall provide, at no additional charge to Lessee, all of the following for the Leased Premises: heating, air conditioning, electricity, parking, snow removal, water and sewage, weekly cleaning, and daily trash removal.

14. **Lessor's Right to Enter.** Lessor may, at reasonable times, enter the Leased Premises to inspect it, and provide maintenance and cleaning services.

15. **Remedies on Default.** If Lessee defaults in the payment of rent, or defaults in the performance of any of the other covenants or conditions of this Lease, Lessor may charge an additional Twenty-Five Dollars (\$25) late fee assessed at the end of each five (5) business day interval following the 10<sup>th</sup> of the month. Lessor may give Lessee notice of such default and if Lessee does not cure any payment default within ten (10) days, or other default within twenty (20) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such twenty (20) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than three (3) days' notice to Lessee. On the date specified in the notice the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to Lessor. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Leased Premises by any lawful means and remove Lessee and Lessee's personal property therefrom.

16. **Lessor's Right to Cure.** If Lessee breaches any covenant or condition of this Lease, Lessor may, on reasonable notice to Lessee (except that no notice need be given in case of emergency), cure such breach at the expense of Lessee and the reasonable amount of all expenses, including attorneys' fees, incurred by Lessor in so doing shall be deemed additional rent payable on demand.

17. **Quiet Enjoyment.** Lessor covenants that if, and so long as, Lessee pays the rent and performs the covenants of this Lease, Lessee shall peaceably and quietly have, hold, and enjoy the Leased Premises, subject to the provisions of this Lease, for the Term.

18. **Effect of Failure to Insist on Strict Compliance with Conditions.** The failure of either party to insist on strict performance of any covenant or condition of this Lease, or to exercise any option contained in this Lease, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

19. **Notices.** Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by certified mail to the appropriate address included herein, or to such other address as provided by one party to the other. Notice shall be deemed to have been duly given, if delivered personally, upon delivery, and if mailed, upon the third day after the mailing of such notice.

20. **Interruption of Services or Use.** Interruption or curtailment of any service maintained in the building, 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, unless Lessor fails to take such measures as may be reasonable in the circumstances to restore the service without undue delay. If the Leased Premises are rendered untenable in whole or in part, for a period of thirty (30) business days, by the making of repairs, replacements, or additions, other than those made with Lessee's consent or caused by misuse or neglect by Lessee or Lessee's agents, servants, visitors, or licensees, there shall be a proportionate abatement of rent during the period of such untenability.

21. **Conditions of Lessor's Liability.** Lessee shall not be entitled to claim a constructive eviction from the Leased Premises unless Lessee shall have first notified Lessor in writing of the condition or conditions giving rise to such eviction, and, if the complaints be justified, unless Lessor shall have failed within a reasonable time after receipt of such notice to remedy such conditions.

22. **Amendment or Termination.** This Lease may only be amended or terminated in writing.

23. **Legal Fees; Waiver of Jury Trial.** To the extent such waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this Lease or the Leased Premises. The successful party in a legal action or proceeding between Lessor and Lessee relating to the non-payment of rent or recovery of possession of the Leased Premises may recover reasonable legal fees and costs from the unsuccessful party.

24. **Binding Obligation.** The provisions of this Lease shall apply to, bind, and inure to the benefit of Lessor and Lessee, and their respective heirs, successors, legal representatives, and assigns. It is understood that the term "Lessor" as used in this Lease means only the owner, a mortgagee in possession, or a term lessee of the building, so that in the event of any sale of the building or of any lease of the building, or if a mortgagee shall take possession of the premises, the Lessor named herein shall be entirely freed and relieved of all covenants and obligations of Lessor subsequently accruing under this Lease. It shall be deemed without further agreement that the purchaser, the term lessee of the building, or the mortgagee in possession has assumed and agreed to carry out any and all covenants and obligations of Lessor under this Lease.

25. **Compliance With Law.** In the event that either party to this Lease, in consultation with counsel, develops a good faith concern that any provision of this Lease is in violation of any applicable federal, state or local laws or any regulation, order or policy issued under any such laws, such party shall immediately notify the other party, in writing, of such concern. The parties agree, upon such notice, to negotiate in good faith to amend or revise this Lease to comply with such law, regulation, order or policy. If the parties fail to reach agreement with respect to such amendment or revision within fifteen (15) days of the initial notice, either party

may immediately terminate this Lease by delivering written notice of such termination to the other party.

Dated: \_\_\_\_\_, 20\_\_

**LESSOR:**

**LESSEE:**

By: \_\_\_\_\_  
Joseph D. Gray, Town Supervisor

By: \_\_\_\_\_  
Thomas R. Burns, District Superintendent