

## **LEASE AGREEMENT**

THIS LEASE made and entered into as of the 1st day of July, 2017 between the **Edwards-Knox Central School** having its principal office at **Hermon, New York**, hereinafter called the **Lessor**, and **BOARD OF COOPERATIVE EDUCATIONAL SERVICES**, Sole Supervisory District of St. Lawrence County, having its principal place of business at 40 West Main Street, Canton, New York hereinafter called the **Lessee**.

### **WITNESSETH:**

The Lessor, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the **Lessee** to be paid and performed, hereby demises and lets to the **Lessee**,

#### **REGULAR ROOMS**

##### **COSER 413 - 5 Rooms**

being the classrooms that the parties have inspected and identified and completely equipped for use as school classrooms. To have and to hold the said premises with appurtenances thereunto the **Lessee** for and during the term commencing on the first day of July, 2017 and ending the 30th day of June, 2018.

The **Lessee** agrees to pay the **Lessor** the yearly rent of **\$29,445 and O & M** yearly payment of **\$3,063**, for a total of **\$32,508**.

It is understood that the classrooms will be used for school purposes and the Lessor will keep and maintain the classrooms so that Lessee can conduct school in the manner and style required by the regulations of the New York State Department of Education.

The Lessee further covenants and agrees to procure and keep in force and effect with premiums paid at all times during the term of this lease agreement liability insurance covering

the operation or use by the Lessee of the classrooms with limits of One Million Dollars (\$1,000,000.00) for and one injury or death and at least Three Million Dollars (\$3,000,000.00) aggregate liability for any one accident and One Million Dollars (\$1,000,000.00) for property damage.

It is further agreed that if the demised premises shall be damaged by fire, the elements, or otherwise, the Lessee shall not pay rent during the time required to make the necessary repairs, but, if the building shall be damaged or destroyed that it, in the judgment of the Lessor, shall require rebuilding, then from the time of such destruction or damage this lease shall wholly end and determine, and the classrooms shall be vacated and fully surrendered, and the rent shall be paid up to such time or refunded by the Lessor of paid in advance.

The Lessor agrees to provide classroom furniture of sufficient quantity and quality to provide educational instruction for the BOCES enrollment and tables adequate to seat the enrollment.

The Lessor will provide ingress and egress in the school buildings for the BOCES faculty, employees, and students. Lessor will also provide access to drinking water fountains and sanitary facilities and other normal facilities as the same presently.

And the said Lessor does covenant that the said Lessee on paying the said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

#### **Space, Operation, and Maintenance**

- A. Suitable classroom space – meets SED and instructional requirements
- B. Host school provides furniture, instructional & technology equipment that is generally provided to district staff. (i.e. classroom furniture – student desks, chairs, teacher desk and chair, tables, bookshelves, chalkboard, etc. as would be requested, and provided in a district classroom. PACE P-TECH will provide all other furniture and equipment to meet the needs of the students enrolled in the PACE P-TECH program.
- C. All utilities
- D. Maintenance and cleaning of rented rooms

- E. Phone, internet, wireless access
- F. Keys and identification card/building access
- G. Suitable space for PACE P-TECH administrative offices and clerical support staff

Instructional Programs/Special Areas

1. PACE P-TECH students will not assimilate into existing Edwards-Knox Central School classrooms, without mutual agreement by both parties, and agreed upon compensation for Edwards-Knox Central School District.
2. Areas may include: physical education, art, music, library, and language and will be determined and contracted for separate from agreement

The Lessee covenants that at the expiration of said term it will surrender up said premises to the Lessor in as good condition as now, necessary wear and damage by the elements excepted.

And it is further understood and agreed, that the covenants and agreements herein contained are binding on the parties hereto and their legal representatives and successors.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the day and year first above written.

BY LESSOR: \_\_\_\_\_  
School District - Signature Board President

BY LESSEE: \_\_\_\_\_  
Signature Board President  
St. Lawrence-Lewis BOCES  
Sole Supervisory District of  
St. Lawrence County

HOLD HARMLESS AGREEMENT  
(USE OF FACILITIES)

St. Lawrence-Lewis BOCES does hereby covenant and agree to defend, indemnify and hold harmless the School District from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the school district property, facilities and/or services.

BY LESSOR: \_\_\_\_\_  
School District - Signature Board President

BY LESSEE: \_\_\_\_\_  
Signature Board President  
St. Lawrence-Lewis BOCES  
Sole Supervisory District of  
St. Lawrence County