

**Kenmore-Town of Tonawanda Union Free School District**

**LEASE AGREEMENT**

This is a lease agreement entered into the 8th day of August 2017, between the Kenmore-Town of Tonawanda Union Free School District, a municipal corporation organized and existing under the laws of the State of New York with its main office located at 1500 Colvin Boulevard, Town of Tonawanda, New York, landlord ("District"), and YMCA Buffalo Niagara, Ken-Ton Family Branch, 535 Belmont Avenue, Kenmore, NY 14223 ("Tenant").

Whereas the District and Tenant wish to enter into a mutual agreement whereby for various considerations, Tenant shall be allowed to lease and use, subject to all of the following terms and conditions, certain portions of the premises within the Kenmore-Town of Tonawanda Union Free School District. The parties agree as follows:

**1. TERM**

The term of this lease shall be for ten (10) months commencing on the first day of September 2017 and ending on the 30<sup>th</sup> day of June 2018 (the "term"). This lease may be cancelled at any time by mutual written agreement of the parties.

**2. DESCRIPTION OF PREMISES TO BE LEASED AND INTENDED USE**

The premises under this lease shall consist of the following rooms:

Franklin Elementary School:	One classroom (Tentatively Rooms 125)
Holmes Elementary School:	Two classrooms (Tentatively Rooms 117 and 119)
Kenmore Middle School:	Six classrooms (Tentatively Rooms 112, 115, 119, 121, 123, and 124)

At the District's discretion, a similar room in a comparable location within the same building may be substituted for any of the classrooms listed above.

Tenant shall use the leased premises solely for the District's Universal Pre-Kindergarten program. In conjunction with the leased premises, the Tenant shall have the right of access through the school's hallways and shall have the right to use first floor children's lavatories. Other specialized areas of the building (i.e. gymnasium, playground, library, etc.) may possibly be used depending on availability and the coordination and approval of the building administration.

**3. RENT**

The rental for the leased premises during the term of this lease shall be \$81,000 (\$9,000 per classroom) which shall be paid in ten (10) monthly installments of \$8,100.00 in advance on the first of each month. An additional 1.5% late fee will be added after 10 days that rent is not paid. Rent shall be paid to Kenmore-Town of Tonawanda Union Free School District (KTTUFSD), c/o Business Office, 1500 Colvin Boulevard, Buffalo, New York 14223.

**4. UTILITIES**

The District shall pay for electric, gas, water services, and local telephone service.

**5. SECURITY DEPOSIT**

A security and key deposit of \$300.00 per room (\$2,700 total) shall be paid by Tenant upon the execution of the lease. Any security and key deposits currently held by the District for the Provider will be credited towards this total. The security deposit of \$250.00 per room and key deposit of \$50.00 per room shall be returned to Tenant upon Tenant vacating of the premises if the premises are returned to the District in its original condition, reasonable wear and tear excepted. The District shall deduct an amount equal to the dollar value of damages to the premises from the security deposit and shall return the balance remaining, if any. The security deposit may not be used as the last month's rent. The key deposit will be returned to Tenant upon the return of all keys to the premises to the Assistant Superintendent of Finance.

**6. LIMITATION AS TO USE AND UPON SUBLETTING**

- A. The premises to be used by Tenant shall be used solely for the purpose or purposes indicated in the above Intended Use clause and for the incidental purposes related thereto during the term of the lease.
- B. Tenant will be provided with access cards to the building and keys to their respective area. For security purposes, it is expected that the Tenant will confine their use of the building

to general building hours and the access cards will be programmed accordingly. Tenant must follow the instructional calendar approved by the Kenmore-Town of Tonawanda Union Free School in regards to other days in which the District school buildings will be closed. The building will be closed on all designated snow/emergency days. If for any reason Tenant needs to have additional access to building, prior approval must be obtained from the building administration.

- C. Tenant shall make no additions, alterations or improvements to the premises without written permission from the District Board of Education or its designee, the Assistant Superintendent for Finance. Tenant shall reimburse the District for any damage, excepting normal wear and tear, to the premises resulting from the use of premises by Tenant, its employees or agents.
- D. All leased rooms will be equipped with a Smart Board, a computer, and a projector.
- E. The Tenant shall have reasonable access and use of the District copy machine in the building. Access and use is to be coordinated with the building administration and the Tenant shall provide their own paper for copying.
- F. Tenant may not assign or sublease the premises to anyone else without the written permission of the District's representative, which shall not be unreasonably withheld.

**7. INDEMNIFICATION AND INSURANCE REQUIREMENTS TO BE PROVIDED BY Tenant:**

- A. Tenant shall provide satisfactory evidence to the School District Clerk at 1500 Colvin Blvd., Buffalo, New York 14223, of the existence of a public liability policy in the amount of \$2,000,000 per person and \$2,000,000 per occurrence for bodily injury and \$2,000,000 per occurrence for property damage coverage and shall name the Kenmore-Town of Tonawanda Union Free School District as additional insured. Further, the Tenant agrees to save the District harmless and to indemnify it from all liability, including claims, damages resulting from any injury to person or property as a result of the negligence or other actions of Tenant, its employees or agents, or from loss of life sustained in or about the leased premises or the respective School property as a whole.
- B. Tenant agrees, at its sole cost and expense, to keep its personal property situated within the premises insured during the term of this lease against loss or damage by fire and against loss or damage by other risks now or hereafter embraced. Tenant shall not hold the District responsible in any way for any loss to its stored materials and other personal items from any cause.

**8. TERMINATION OF AGREEMENT**

- A. In the event of the violation by Tenant of any clause of the Agreement, or condition contained herein, the District shall have the right at the District's election to:
- 1) Give three (3) days written notice to Tenant to correct any violations of the Agreement.
  - 2) To declare Tenant in violation of this Agreement and to terminate this Agreement. As a result of such violation, Tenant shall then vacate the premises within five (5) business days.
  - 3) To institute any necessary legal proceedings to evict the Tenant based upon the termination of the Agreement Tenant's subsequent holding over and failure to vacate the premises.
  - 4) To recover cost of repairs, brokers fees, reasonable attorney fees and court costs and disbursements incurred in any legal proceeding brought by the District to secure the removal of Tenant from the premises.
- B. If the Agreement is terminated, the balance of rent for the unexpired term shall be due and payable. The District may re-rent the premises at its sole discretion.
- C. The District hereby reserves the right to cancel the Agreement upon ninety (90) days written notice to Tenant after a determination by the Board of Education of the District that there has been some change that substantially affects the needs or requirements of the district or the community in which it is located. The acceptance by the Board of Education of a purchase offer for the sale of the building or property wherein the leased premise is located shall constitute a determination of a change which substantially affects the needs of the District or the community in which it is located.

**9. MAINTENANCE AND REPAIR**

The District shall be responsible for maintenance and repair within the rented premises. Tenant will be charged for the cost of all labor and materials for all items of repair and maintenance necessitated by the actions of Tenant, its agents, servants, or employees and which are determined by the District not to have been reasonable wear and tear.

**10. RIGHT OF ENTRY**

The District reserves the right to enter the rented premises at reasonable times during business hours or otherwise in the event of an emergency, for inspection, or for any purposes connected with the District's rights and obligations under this Agreement. The District shall also have the right to show the premises to prospective tenants during the last three (3) months of the term of the Agreement.

**11. CONTENTS OF AGREEMENT**

This Agreement shall constitute the entire agreement between the parties and may not be changed, altered, or amended except by the further written agreement of the parties. This agreement is subject to any applicable provisions of the New York State Education law and any rules, regulations or interpretations hereunder. In particular, this agreement is expressly made subject to the provisions of Section 403-a of the New York Education Law.

**DISTRICT**

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

Name & Title: Stephen Bovino, Asst. Superintendent of Human Resources

Kenmore-Town of Tonawanda Union Free School District

Date: \_\_\_\_\_

**TENANT**

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

Name & Title: Matthew Shriver, Chief Financial Officer

YMCA Buffalo Niagara, Ken-Ton Family Branch

Date: 8/1/2017