

## LEASE AGREEMENT

VESTAL CENTRAL SCHOOL DISTRICT, 201 Main Street, Vestal, New York 13850, hereinafter referred to as "Landlord", and RECESS RESOURCES INC. dba Cub Care Children's Center, a New York Not-For-Profit Corporation, 201 Main Street, Vestal, New York 13850, hereinafter referred to as "Tenant", agree as follows:

1. Landlord agrees to rent to Tenant a portion of the building facilities at the Central Junior High School, Vestal, New York consisting of Rooms 201 through 212 and the contiguous rooms therein on the second floor of the Central Junior High School Building. The total area leased shall be approximately 10,463 square feet.
2. The lease term shall commence September 1, 2022 and shall terminate August 31, 2023.
3. Base rent during the lease term shall be \$2,425.00 per month. This rent figure is calculated based on 10,463 square foot leased multiplied by \$5.56 per square foot and adjusted by 50 percent adjustment factor in consideration of the fact that Tenant renders services to resident preschool and school aged children.
4. Two front entrances and side eastern entrance of the Central Junior High School building are designated for ingress and egress in connection with Tenant's business. All girls and boys toilet facilities located on the second floor of Central Junior High School building will be available to Tenant and Tenant's clients.
5. Clayton Avenue Elementary School's playground, the playfield immediately east of the Central Junior High School, and the Central Junior High School gym are available for Tenant use at such times when such usage will not conflict with school and/or Town of Vestal activities.
6. Rent payments are due the 1<sup>st</sup> day of the month. Any rental payment postmarked or received by the Landlord after the 5<sup>th</sup> day of any month must include a five percent (5%) late charge. Tenant's failure to pay any rental payment or any part thereof on or before the 5<sup>th</sup> day of any month or failure to perform any of Tenant's responsibilities as agreed to herein, constitutes default and if such default is not cured within five (5) business days after written notice of default is served on Tenant, Landlords shall have the right to terminate this lease, commence summary eviction proceedings and/or exercise any other appropriate legal remedy.
7. Tenant hereby agrees to hold harmless and indemnify the Vestal Central School District for any claims for personal injuries or property damage arising out of this lease. Tenant agrees to supply Landlord with a certificate of insurance coverage with at least \$1,000,000 single limits naming Landlord as an additional insured. Proof of insurance is to be supplied to Landlord on or before the commencement of the lease term and shall be kept in force by Tenant for so long a period of time as Tenant occupies the premises.
8. No modifications to the leased premises may be made without the prior written approval of Landlord.
9. Tenant shall be responsible for providing the necessary supervision and security to insure the Tenant's clients are restricted to those areas designated in the lease for use and access which include the following: Rooms 201 through 212 as contiguous rooms, the entrance stairwells, the corridors adjacent to these rooms and the toilet facilities.

10. Tenant shall be responsible for damage or loss to Landlord's property caused by Tenant or Tenant's clients.
11. Landlord shall be responsible for structural repairs to the premises as well as being responsible for plumbing, heating, electrical outlets and circuits, roof maintenance, side approaches (including the right of ingress and egress herein granted), roadways, sidewalks and fuel storage tanks. Non-structural day to day maintenance and repairs shall be Tenant's responsibility.
12. It is understood that Tenant shall utilize the premises for a child care center and for storage of equipment utilizing in conducting the child care center business. No other use of the premises shall be permitted without Landlord's express written consent.
13. Tenant may not sublet or assign any sections, rooms or portions of the premises nor may it sublet or assign any of its rights under this lease without Landlord's express written consent.
14. Tenant agrees to permit Landlord and/or its agents and representatives to enter the premises, or any part thereof, at all reasonable hours for the purpose of examining the same or for making such repairs or alterations thereon as may be necessary for the safety and preservation thereof.
15. Tenant agrees to surrender up the premises at the end of the lease term in as good condition as when the lease began, reasonable wear and tear excepted.
16. Tenant shall continue to be responsible for establishing and implementing a traffic pattern for Tenant's clients that prevents vehicular congestion and/or tying up vehicular traffic in or about Central Junior High School campus area.
17. Six (6) Tenant parking spaces will be available in a designated area west of Sammon Field.
18. If Tenant desires to renew this lease at terms to be negotiated between Landlord and Tenant, Tenant must notify Landlord in writing of its desire to begin negotiations no later than July 1, 2023.
19. This lease shall bind and inure to the benefit of the heirs, successors and assigns to the parties hereto.

IN WITNESS WHEREOF this Agreement has been made and executed by the parties hereto as of the day and year above written.

Dated: \_\_\_\_\_

VESTAL CENTRAL SCHOOL DISTRICT  
By: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Notary

Dated: 9/7/2022

RECESS RESOURCES, INC; dba Cub Care  
Children's Center  
By: Amanda Alderfer

Sworn to before me this 7 day of September, 2022

MICHELLE R. LEWIS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01LE6369888  
Qualified in Tioga County  
My Commission Expires 01-22-2026

Michelle R. Lewis  
Notary