

LEASE AGREEMENT
Non-Instructional Space

This agreement made between the Vestal Central School District (*Lessor*), 201 Main Street, Vestal, NY 13850, and the Broome-Tioga BOCES (*BOCES*), 435 Glenwood Road, Binghamton, NY 13905.

1. **Purpose:** BOCES agrees to lease from the Lessor, 1 non-instructional room located at the Tioga Hills Elementary School. Said premises are to be used for general office/administration and other related purposes only.
2. **Term:** This lease shall commence July 1, 2020 and end on June 30, 2021.
3. **Lease Payments:** The rental for the term of the lease shall be \$6,967.00, and is due and owing as of the signing of this lease. However, for the convenience of the BOCES, the rent may be paid in 2 installments of \$3,483.50. Rental Payments are due and payable on January 1, 2021 and May 1, 2021.
4. **Landlord Services:** BOCES rental payments shall include electric, heat, custodial services and general maintenance.
5. **Executory Clause:** This lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of the lease, and no liability on account thereof shall be incurred by BOCES beyond the amount of such monies. This lease is not a general obligation of BOCES. Neither the full faith nor credit of BOCES is pledged to the payment of any amounts due or to become due under the lease. The monies to be paid to Lessor shall be derived from payments received from component school districts. It is understood that neither this lease nor any representation of any public employer or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of this lease.
6. **Approval by the Commissioner of Education:** This lease shall not be enforceable against BOCES unless it shall have been approved in writing by the Commissioner of Education. BOCES will provide Lessor with a copy of such approval prior to the commencement of the lease term.
7. **Insurance:** Each party shall carry liability insurance in the amount of \$1,000,000/\$3,000,000 for personal injury and \$1,000,000 for property damage, naming the other party as an additional insured.
8. **Quiet Enjoyment:** BOCES, upon payment of the rent and performance of all the terms of the lease, shall at all times during the lease term, peaceable and quietly enjoy the Leased Premises without any disturbance from Lessor or any other person claiming through it.
9. **Entire Agreement:** This lease contains the entire agreement between the parties. Any subsequent agreement shall be in writing and duly signed by authorized representatives of both Landlord and Tenant. The parties acknowledge that no officer, employee, agent, or representative of Lessor or BOCES has authority to make any oral statement modifying, adding to or changing the terms or conditions of this lease.

10. Severability: If any term or provision of this lease or its application to any person or circumstances to any extent invalid or unenforceable, the remainder of this lease, or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable, should not be affected thereby, and each term and provision shall be valid and enforced to the fullest extent permitted by law.

11. Miscellaneous:

- a. Governing Law:** This lease shall be governed by, construed, and enforced in accordance with the laws of the State of New York.
- b. No Assignment:** Except for a BOCES merger, BOCES shall not, whether voluntary, involuntary, or by operation of law, assign or encumber all or any part of this lease, sublet all or any part of the Leased Premises, or permit any other person to occupy the same without Lessor's prior written consent, which may be unreasonably withheld.
- c. Notices:** Any notice, request, demand, approval, consent, or other communication which the Lessor or BOCES is required or permitted to give to the other party shall be in writing and mailed to Lessor at the address specified at the beginning of this lease or to BOCES at the Leased Premises, or to such other address that either party has designated by notice to the other. Such notice shall be deemed mailed when it is deposited in the United States mail, postage prepaid, by certified mail, return receipt requested.
- d. Grammatical Usage:** In construing this lease, feminine or neuter pronoun shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.
- e. Tenant's Obligations:** Any reference to any act, omission, failure to perform, fault, neglect, default or violation of BOCES shall include those of BOCES, its servants, employees, agents, contractors, consultants, clients, customers, guests, invitees or other visitors, or other persons on the Property at the request of, with their permission of, or for the purpose of conducting or transacting any business with, BOCES.
- f. Binding Effect:** All covenants, promises, representations, and agreements contained in this lease shall be binding upon, apply, and endure to the benefit of Lessor and BOCES, their legal representatives, successors, and permitted assigns. Each term and provision hereof to be performed by BOCES shall be construed to be both an independent covenant and a condition. The reference contained to BOCES successors and assigns is not intended to constitute consent to assignment by BOCES, but is referenced only to those instances in which Lessor may have given written consent to a particular assignment.
- g. Additional Instruments:** The parties shall execute and deliver all instruments necessary to carry out any agreement, term, condition, or assurance in this lease whenever necessary and request for such instrument is made.

- h. Relationship of Parties:** Nothing contained in this lease shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or any other relationship between BOCES, except that of Lessor and BOCES.
- i. Captions:** The titles of the sections and paragraphs in this lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meeting of the provision thereof.
- j. Duplicate Counterparts:** This instrument may be executed in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
- k. Savings Clause:** Notwithstanding any other provision, each and every provision required to be inserted herein shall be deemed to be inserted and this lease shall be read and enforced as if such provision were included herein.

WHEREFORE, the parties have signed this document as of the dates set next to their respective names.

Dated: 9/22/20

Vestal Central School District, Lessor

Dated: _____

President, Broome-Tioga BOCES