

TOWN OF BERLIN, MASSACHUSETTS

LEASE AGREEMENT

~~For the~~FOR THE BERLIN MEMORIAL SCHOOL

THIS LEASE AGREEMENT (this “Lease”) is executed as of the ~~first~~____ day of _____, 2023~~2024~~ (the “Effective Date”) by and between the **Town of Berlin**, a Massachusetts municipality with offices at 23 Linden Street, ~~BERLIN~~Berlin, Massachusetts, 01503 ~~(hereinafter the “LESSOR”)~~; acting through the duly elected Berlin Select Board (~~hereinafter the “BOARDLESSOR”~~); and the **Berlin-Boylston Regional School District**, existing under Chapter 71 of the Massachusetts General Laws and having its principal place of business at 215 Main Street, Boylston, Massachusetts, 01505 ~~(hereinafter the “LESSEE”)~~; acting through its Regional District School Committee (the “COMMITTEELESSEE”).

WHEREAS, the LESSOR is owner of the land located at 34 South Street in the Town of ~~BERLIN~~Berlin, Massachusetts, together with the building thereon, known as “Berlin Memorial School” (the “Building~~”~~); and other improvements thereon (collectively, the “Property~~; and~~”);

WHEREAS, the LESSEE is currently using the portion of the Property shown on the plan attached hereto as **Exhibit A** (the “Premises~~”~~); and it is the intention of the LESSOR that the LESSEE may continue to use the Premises as a school building facility under the terms of the Berlin-Boylston Regional School District Agreement (the “Regional Agreement”); and

WHEREAS, the LESSEE desires to lease the Premises for continued use as a school facility~~;~~;

NOW, THEREFORE, in consideration of the respective promises and mutual agreements made by the parties hereto hereinafter set forth, the LESSOR and LESSEE (~~the “parties”~~) agree as follows:

1. TERM; ~~EXTENSION~~EXTENSION

The LESSOR does hereby lease to the LESSEE the Premises, as defined herein, for an initial term of twenty (20) years commencing on January 1, 2024 Effective (the “Commencement Date”) and terminating on the day immediately preceding the 20th anniversary thereof of the Commencement Date (the “Initial Term” and, ~~together with~~ the Extension same may be extended, the “Term, the “Term””). Each “Lease Year” shall be a twelve (12)-month period commencing on the Effective Commencement Date and on each anniversary thereof during the Term.

This Lease may be renewed and extended for an additional term of no more than twenty (20) years (the “Extension Term”) at the option of the LESSEE, provided the LESSEE gives upon written notice, pursuant delivered to section 16 below, to that effect, sent by certified mail return receipt requested, to the LESSOR; no later than sixty (60) days prior to the expiration of the Initial Term, and LESSEE is in compliance with provided that no Event of Default (as defined herein) exists on the date of such notice or on the commencement of the terms of this Lease Extension Term.

~~The LESSEE and the LESSOR expressly reserve the right to terminate this Lease or any extension or renewal thereof by giving written notice to that effect sent by registered mail to the Board or School Committee no later than six (6) months prior to the proposed termination date.~~

1. LEASED PREMISES

The ~~leased~~ Premises are shown on the ~~plan attached hereto as Exhibit A~~ Plan and ~~incorporated herein, specifically being~~ a portion of the land and buildings in Property, which is identified by the Town of Berlin as follows: Assessor's Office as Parcel Identification Number 10.0/ 17/ 0- in the Assessors' records of the Town of Berlin, consisting of approximately 36.81 acres ~~and the buildings thereon.~~ The LESSEE shall have the right to use all furnishings and/or personal property located on ~~said~~ the Premises for the uses permitted hereunder.

~~The Premises are delivered to LESSEE, and the LESSEE accepts the Premises, in their present condition, "AS IS," it being agreed that LESSEE has had an opportunity to examine and inspect the Premises in all respects, that LESSOR has made no representations or warranties of any kind with respect thereto, and that LESSOR, except as required by law or as provided herein, shall have no obligation to undertake any repairs, improvements or other work to the Premises.~~

1. RENT

In accordance with the terms of the Regional Agreement, LESSEE shall pay to the LESSOR rent in the amount of one dollar (\$1.00) ~~rent~~ each fiscal year, commencing on the Commencement Date ~~of this Lease~~.

1. USE OF THE LEASED PREMISES

Except as otherwise provided herein, the LESSEE shall have the exclusive use and control of the Premises at all times during the Term of this Lease shall. Notwithstanding the foregoing, in accordance with the Regional Agreement, the LESSOR shall have shared use of the Building for Town of Berlin events and/or Town of Berlin sanctioned events that do not interfere with school usage, including but not limited to the use of the gymnasium and/or café by the LESSOR or its designees or licensees, provided that priority shall always be under the exclusive control of the LESSEE, who given to school events. The LESSOR shall be responsible for ~~operating and maintaining~~ all costs and shall be entitled to collect all fees associated with its or its designees' or licensees' use of the Premises and keeping. Such designees and licensees shall not be subject to policies or fees of the LESSEE but shall at all times comply with the rules, regulations, and policies of the LESSOR regarding the use of the LESSOR's property.

Except as expressly provided otherwise herein, LESSEE shall be solely responsible for any and all costs relating to the operation of the Premises and all personal property within said, including, but not limited to, completion of or modifications to the Premises in good, clean, safe, and operable order, condition and repair. to suit LESSEE's operation, the costs of equipment, materials, supplies, repairs, licensing fees, attorney's fees, janitorial supplies, insurances, office supplies, sanitation supplies, telephone and internet service and printing costs.

5. INDEMNIFICATION

LESSEE acknowledges and agrees that the LESSOR shall not be liable for any injury to persons, including death, or damage to property, including the Premises, occasioned by LESSEE's failure to maintain the Premises in the condition required hereunder, ~~including, without limitation, for any injury or damage done or occasioned by or from plumbing, gas, water, steam or other pipes or sewerage, or from any such injury or damage occasioned by water, steam or ice being upon or coming through the roof, sky lights or otherwise, or from any other cause whatsoever. LESSEE hereby defends, indemnifies.~~ To the extent permitted by law, LESSEE hereby defends, indemnifies, and holds the LESSOR harmless from and against any claims, losses or damage, including reasonable ~~attorney's~~ attorneys' fees, arising out or relating to of such injury or damage and/or the LESSEE's failure to comply with its obligations under this ~~paragraph.~~ Lease.

~~LESSOR acknowledges and agrees that the LESSEE shall not be liable for any injury to persons, including death, or damage to property, including the Premises, occasioned by LESSOR's failure to maintain the Premises in the condition required hereunder. To the extent permitted by law, LESSOR hereby defends, indemnifies, and holds the LESSEE harmless from and against any claims, losses or damage, including reasonable attorneys' fees, arising out or relating to of such injury or damage and/or the LESSOR's failure to comply with its obligations under this Lease.~~

5. LESSEE'S MAINTENANCE AND REPAIRS

~~In accordance with the Regional Agreement, the LESSEE shall~~ The LESSEE shall have the exclusive use and control of the Premises during its normal use of the Premises for the term of the Lease. Notwithstanding the foregoing, in accordance with the Regional Agreement, the LESSOR shall have shared use of the building for Town events and/or Town sanctioned events, including but not limited to the use of the gymnasium and/or café by the Town or its designees or licensees, provided that priority is given to school events. The Town shall be responsible for all costs and shall be entitled to collect all fees associated with its or its designees' or licensees' use of the Premises. Such designees and licensees shall not be subject to policies or fees of the LESSEE but shall at all times comply with the rules, regulations, and policies of the LESSOR regarding the use of Town property.

~~LESSEE shall be solely responsible for any and all costs relating to the operation of the leased Premises including, but not limited to, completion of or modifications to the leased Premises to suit LESSEE's operation, the costs of equipment, materials, supplies, repairs, taxes, licensing fees, attorney's fees, housekeeping supplies, insurances, office supplies, sanitation supplies, telephone and Internet service and printing costs.~~

1. IMPROVEMENTS

~~LESSEE shall have the absolute right to insure, repair, improve, alter, remodel, or modernize in its discretion and at its own expense, up to five thousand dollars (\$5,000) for each separate ordinary repair, the said buildings on the Premises or any part thereof as specifically provided in the Regional Agreement. All repairs and improvements be responsible, at its cost and expense, for performing routine maintenance (other than the Grounds Maintenance, as defined herein) and repairs to the Premises, the cost of which is equal to or less than five thousand dollars (\$5,000) per repair (a "District Item"). Subject to the monetary cap on a District Item, the scope of~~

District Items includes the following: (a) maintaining the kitchen in the Building in compliance with the local Board of Health code, (b) maintaining Building systems including pellet and oil-fired boilers, domestic water, waste water, storm water, and electric in reliable condition for their intended use and inspecting the same on an annual basis, (c) performing annual preventative maintenance and semi-annual testing of the generator, (d) maintaining plumbing and plumbing fixtures, lighting, and windows and glass in clean condition and good repair, (e) providing trash removal, and (f) performing routine and preventative HVAC maintenance.

In the event that maintenance of or repair to the Premises becomes necessary during the Term, the cost of which is greater than five thousand dollars (\$5,000) but which is not a Capital Item as defined herein (an "Assessed Item"), then LESSEE shall notify LESSOR of such Assessed Item and provide LESSOR with an opportunity to inspect and review the conditions necessitating the Assessed Item (except in the case of an emergency, in which case LESSEE shall provide LESSOR with as much notice as possible under the circumstances before performing the necessary work). LESSEE shall perform the Assessed Item in compliance with the provisions of this Lease. LESSEE shall contribute \$5,000 towards to the cost of the Assessed Item and LESSOR shall contribute the balance of the cost.

6. LESSOR'S MAINTENANCE, REPAIRS AND REPLACEMENTS

Notwithstanding the provisions of Section 6 to the contrary, the LESSOR shall be responsible for all capital expenses associated with the repair and replacement of the Premises (each a "Capital Item"). Capital Items include, but are not limited to: (a) the repair or replacement of the structural components of the Premises, including footings, foundations, roofs, and structural walls, (b) the repair or replacement of any systems or system components serving the Premises located outside of the delivery point in the Building, including sewer or septic facilities, water lines, and other utility systems, (c) the repair or replacement of any mechanical, electrical and plumbing systems of the Premises, or any component thereof, the cost of which can be amortized under generally accepted accounting principles, and (d) the repair or replacement of any other improvements at the Premises, including the driveways and parking areas at the Premises, the cost of which can be amortized under generally accepted accounting principles.

In the event that, during the Term, LESSEE notifies LESSOR of the need to perform a Capital Item, LESSOR shall perform any and all work associated with the Capital Item. If such Capital Item is time-sensitive, LESSOR agrees to promptly meet with LESSEE to review the Capital Item and to commence such work as soon as commercially practicable under the circumstances. LESSOR shall perform all work relating to a Capital Item in a good and worker-like manner and in compliance with all applicable law and shall use diligent efforts to complete such work as soon as is commercially practicable. LESSOR shall obtain and maintain Builder's Risk insurance in connection with the Capital Item naming LESSEE as an additional insured. LESSEE shall have the benefit of all warranties accruing to LESSOR by reason of performance of a Capital Item, and LESSOR hereby assigns all such warranties to LESSEE.

Prior to each anniversary of the Commencement Date, LESSEE shall notify LESSOR of any Assessed Items and Capital Items that are likely to arise during the succeeding Lease Year, provided that the foregoing shall in no manner limit LESSOR's obligations under this Lease. LESSOR and LESSEE agree to work together in good faith to schedule periodic walk-throughs

of the Premises at mutually agreeable times to evaluate pending and potential Capital Items and Assessed Items.

In addition to Capital Items, LESSOR shall, at its sole cost and expense, provide mowing, landscaping and snow removal services to the outdoor driveways and parking areas of the Premises (collectively, the "Grounds Maintenance").

7. IMPROVEMENTS OR ALTERATIONS

Subject to the provisions of Section 7, LESSEE shall not perform any alterations or improvements to the Premises ("Alterations") without LESSOR's prior approval, which shall not be unreasonably withheld, conditioned, or delayed, except that LESSOR's approval shall not be required for any interior, non-structural Alterations costing less than \$5,000 per instance. For avoidance of doubt, the provisions of this Section 8 shall not apply to the LESSEE's trade fixtures, furniture, equipment, or other personal property, which LESSEE may place in and remove from the Premises from time to time throughout Term in LESSEE's sole discretion.

8. WORK REQUIREMENTS

All work performed by LESSOR or LESSEE pursuant to this Lease must be procured in accordance with applicable laws and must conform with the Town of Berlin By-Laws, Massachusetts State Building Codes, and all zoning requirements, including sections pertaining to building permits and applicable permit fees. ~~Plans to improve, alter, or remodel the building at a cost exceeding \$5,000 shall be subject to approval of the Town.~~

~~Any such improvements shall be the property of the LESSOR, at no additional cost.~~

ROUTINE MAINTENANCE.

~~In accordance with the Regional Agreement, the LESSEE shall provide, at its own expense up to five thousand dollars (\$5,000) for each separate repair, routine maintenance and keep in good repair, in such a manner as to be safe for use at all times, all of the Premises, including the following:~~

- ~~• Kitchen shall be maintained in compliance with local Board of Health code.~~
- ~~• Systems — pellet and oil-fired boilers, domestic water, waste water, storm water, electric, etc. shall be kept in reliable condition for their intended use and inspected annually.~~
- ~~• Generator — LESSEE shall perform annual preventive maintenance and generator shall be tested in accordance with all applicable laws on at least a semi-annual basis~~
- ~~• Flooring areas — carpet, tile, wood shall be maintained in clean condition and in good repair.~~
- ~~• Plumbing and Plumbing Fixtures — sinks, faucets, urinals, toilets etc.~~
- ~~• Lighting~~
- ~~• Roof~~
- ~~• HVAC — LESSEE shall perform all routine and preventative maintenance~~
- ~~• Windows~~

~~Each improvement and/or repair that costs less than five thousand dollars (\$5,000) is referred to herein as a "District Repair".~~

~~Town and School officials shall be allowed to conduct an annual walk through of the building at a mutually agreed upon time.~~

~~LESSEE shall, at least sixty (60) days prior to each anniversary of the Commencement Date, provide the TOWN with a written list of required maintenance, improvements, and/or repairs that are likely to arise during the succeeding Lease Year and are estimated to cost more than five thousand dollars (\$5,000) for each separate improvement or ordinary repair under Sections 5 and 6 of this Agreement (a "Town Repair"). LESSEE and the TOWN shall use good faith efforts to reach an agreement on the Town Repairs that are necessary to maintain the Premises in the condition required herein and the estimated cost thereof. . In the event urgent or unforeseen Town Repair is required, LESSEE shall inform the TOWN of the same in writing as soon as practicable, and the TOWN and LESSEE shall meet to discuss the same.~~

~~The TOWN shall provide mowing, landscaping and snow removal services to the outdoor driveways and parking areas of the leased Premises. The LESSEE shall provide trash removal.~~

9. UTILITIES/HVAC

The LESSEE shall promptly pay all charges for gas, electricity, telephone, water and sewer service, internet, and any and all other utilities used on said the Premises, whether said charges are billed to LESSEE and/or the TOWN, ~~and promptly replace all glass thereof broken during the Term with the same size and quality. LESSOR.~~

10. LESSOR'S ACCESS

The LESSOR shall be allowed to conduct an annual walk-through of the Premises and enter the Premises to perform repairs, maintenance, and replacements as required herein, at reasonable times, upon reasonable prior notice to LESSEE, and subject to LESSEE's reasonable security measures.

11. INSURANCE

The LESSEE shall continue to insure the Premises against loss by fire and other perils in an amount equal to 100% of the replacement value thereof and reasonably satisfactory with the TOWNLESSOR, as under its policies of insurance for all buildings occupied by the LESSEE, and general liability insurance in the amount of One Million Dollarsone million dollars (\$1,000,000) per person for personal injury or property damages, Two Million Dollars two million dollars (\$2,000,000) for personal injury or property damage per occurrence, and umbrella liability insurance for Five Million Dollars five million dollars (\$5,000,000). The LESSEE shall name the TownLESSOR as additionallyan additional insured on all insurance policies relative to the Premises. A copy of a certificate of insurance, indicating the coverage required hereunder, shall be forwarded to LESSOR annually and at such other times as LESSOR may request. The LESSOR shall have the right to alter the kinds and types of insurance and/or the amount of coverage during the term of this LeaseTerm, but no more than every three (3) years, if the kinds

and amounts of insurance in the region by responsible ~~landlords~~owners of school facilities are being altered.-

12. ENCUMBRANCES

The LESSEE shall not mortgage or otherwise allow any portion of the Premises to be encumbered or subjected to a lien.

13. COMPLIANCE WITH LAWS

The LESSEE, at LESSEE's sole cost, shall (i) conduct its operations hereunder in strict compliance with all laws, bylaws, ordinances, rules and regulations of all federal, state, regional and local authorities as from time-to-time are applicable, including the Town of Berlin Use of Town Sign Board Policy attached hereto as Exhibit B, (ii) procure and pay for all licenses, certificates and permits necessary for the conduct of its operations or construction hereunder, and (iii) pay all charges assessed under federal, state, regional and local statutes, bylaws, ordinances, rules and regulations insofar as they are applicable.

The LESSEE acknowledges that no trade or occupation shall be conducted in the Premises, or any use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any state, federal, or regional law or any municipal bylaw or ordinance in force in the Town of ~~BERLIN~~Berlin.

The LESSEE shall observe all occupancy capacity requirements as governed by state and local regulations, including the State Building Code and so-called "Title V" regulations of the Massachusetts Department of Environmental Protection, 310 C.M.R. 15.00 et. seq.

Notwithstanding anything in the preceding paragraphs to the contrary, should any conflict arise as to the permitted total capacity for the Premises under any federal, state, regional or municipal law, ordinance or regulation, LESSEE shall comply with the lowest capacity permitted under the aforementioned laws, ordinances, bylaws and regulations.

14. FIRE, CASUALTY, EMINENT DOMAIN

Should a substantial portion of the Premises or of the ~~buildings thereon~~Building be substantially damaged by fire or other casualty, or if a substantial portion of the Premises be taken by eminent domain or by deed in lieu thereof, the ~~LESSOR~~LESSEE may elect to terminate this Lease. If LESSOR~~LESSEE~~ does not exercise its right to terminate this Lease, LESSOR shall be responsible for restoring the Premises in the event that such substantial damage was caused by ~~act of God or taking~~an event not subject to the insurance coverage required to be maintained by LESSEE herein or if a portion of the Premises was taken by eminent domain, and LESSEE shall be responsible for restoring the Premises if such substantial damage was caused by ~~fire or other casualty. When such act of God or taking renders the Premises substantially unsuitable for their intended use, the LESSEE may elect to terminate this Lease if:~~

- ~~The LESSOR fails to give written notice within () days of intention to restore Premises; or~~

- ~~The LESSOR fails to restore the Premises to a condition substantially suitable for their intended use within () days of said fire, casualty, or taking.~~

an event subject to the insurance coverage required to be maintained by LESSEE herein. The LESSOR reserves and the LESSEE grants to the LESSOR all rights which the LESSEE may have for damages or injury to the Premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, personal property, equipment. LESSEE shall be required to submit a claim to its insurer and take all necessary steps to secure insurance coverage and payment for any loss incurred as a result of fire or casualty, and any such payment shall be used to cover the cost of repairs. LESSEE shall be responsible for payment of any costs incurred to cover any deductible or retention under such insurance policy.

15. DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this Lease by LESSEE: (an "Event of Default"):

- If LESSEE, or any successor or assignee of LESSEE while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for benefit of creditors, or if involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against LESSEE, or if a receiver or trustee shall be appointed of all or substantially all of the property of LESSEE, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment; or
- If LESSEE shall fail to pay LESSOR any rent or any other sums due to LESSOR hereunder when due and such failure is not cured by LESSEE within ~~fourteen (14)~~thirty (30) days following receipt of written notice from LESSOR; or
- If LESSEE shall fail to perform or comply with any of the conditions of this Lease and such failure is not cured within thirty (30) days ~~after~~following receipt of written notice ~~thereof by the from~~ LESSOR ~~to or such longer period of time as may be reasonably necessary under the circumstances, provided that~~ LESSEE; has commenced the cure within the thirty (30)-day period and/or thereafter diligently pursues such cure.
- ~~If LESSEE shall vacate or abandon the Premises.~~

16. EFFECT OF DEFAULT/TERMINATION OF LEASE; SURRENDER

~~In the event that LESSEE is in default~~In an Event of Default under this Lease beyond any applicable cure period, LESSOR shall have the right, among other remedies, to terminate this Lease by giving LESSEE at least thirty (30) ~~days~~days written notice thereof. ~~LESSEE, provided that if LESSEE cures such Event of Default within such additional thirty (30)-day period, then the termination notice shall be null and void and this Lease shall continue in full force and effect.~~ LESSOR shall also have the right, to be exercised in its sole and absolute discretion, to cure any ~~LESSEE default~~Event of Default, whereupon LESSEE shall reimburse

LESSOR for the actual cost thereof within thirty (30) days from receiving an invoice from LESSOR therefor.

Upon the termination of this Lease, ~~for any cause,~~ the LESSEE shall vacate the Premises promptly and surrender the Premises in the condition required herein. LESSEE shall have the rights to remove all of LESSEE's personal property, including tools, machinery, apparatus and equipment of whatever description and kind that LESSEE may have placed or erected, or caused to be placed or erected on ~~said premises~~ the Premises before or during the ~~term of this Lease~~ Term, provided that LESSEE repairs any damage caused to the Premises by the removal, LESSEE restores the Premises to substantially the same condition they were in as of the ~~date of this Lease~~ Effective Date, and LESSEE removes said personal property no later than thirty (30) days ~~following~~ said termination. Any property remaining on the Premises after said thirty (30) day period shall belong to and be the property of LESSOR. Personal property shall not include fixtures, which have been permanently installed on or in the Premises such as heating, air conditioning, plumbing, mechanical and/or life safety systems, and lighting equipment and appurtenances.

A list of fixed property belonging to the LESSEE on the Premises is attached hereto as **Exhibit B.C.**

17. QUIET ENJOYMENT

The LESSOR covenants that so long as LESSEE remains in compliance with the terms of this Lease, LESSEE shall and may peaceably and quietly have, hold and enjoy the Premises free from interference.

1. COMPLIANCE WITH LAWS

~~Lessee and its use of the Premises shall at all times during the term of this Lease be in compliance with all laws, bylaws, regulations rules, and policies of the United States, the Commonwealth of Massachusetts, and the Town of Berlin, including but not limited to the Town of Berlin Use of Town Sign Board Policy attached hereto as Exhibit C.~~

18. NOTICES

Any notice from ~~the LESSOR to the LESSEE~~ relating to this Lease and/or the Premises shall be deemed duly served if ~~delivered in hand at 215 Main Street, Boylston, Massachusetts, 01505 addressed to the LESSEE or, if mailed to the LESSEE at the Premises~~ by registered or certified mail, return receipt requested, postage prepaid, or recognized overnight courier. ~~Any notice from the, addressed as follows:~~

If to LESSEE to the LESSOR relating to the Lease and/or the Premises shall be deemed duly served if mailed to the Town of: _____ Berlin by registered or certified mail, return receipt requested, postage prepaid, or sent by recognized overnight courier addressed to the
Boylston Regional School District
215 Main Street
Boylston, MA 01505
Attn: Superintendent

If to LESSOR: Berlin Select Board,
23 Linden Street,
Berlin, MA 01503.
Attn:

Notice may also be sent to such other address as either party may specify to the other by notice given as provided herein.

20. NOTICE OF LEASE

LESSOR agrees to execute simultaneously with the execution of this Lease, and LESSEE may thereafter record with the Worcester District Registry of Deeds at its expense, a Notice of Lease in the form attached hereto as **Exhibit D**.

21. SEVERABILITY

If any provisions of this Lease shall to any extent be held invalid or unenforceable, the remainder of this Lease shall not be deemed affected thereby, provided that the remainder still gives to each party the benefit of its bargain hereunder.

22. CONSTRUCTION OF LEASE

This Lease shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and all disputes relating to this Lease shall be brought in the county in which the Premises are located.-

23. MODIFICATION OF LEASE

This instrument, including attachments, contains the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements, and it may not be amended or modified except in a writing signed by all parties.

Signatures on next page

Executed ~~in quadruplicate~~ as a sealed instrument as of the _____ day of _____, ~~2023~~, ~~2024~~.

TOWN OF BERLIN Select Board

Berlin-Boylston Regional School District

BY: _____
Chair

BY: _____
Print name:

BY: _____
Vice Chair

Title:

BY: _____
Clerk

Approved as to Form

BY: _____
Town Counsel

EXHIBIT A
THE PREMISES

EXHIBIT B

~~LESSEE FIXED PROPERTY~~

~~EXHIBIT C~~

USE OF TOWN SIGN BOARD POLICY

Purpose

The purpose of this policy is to ensure proper use of Town owned sign boards.

Background

According to the Massachusetts Office of the Inspector General, public equipment, resources and assets are public property and should be used for public purposes only. These items are under the jurisdiction of each local government and are meant for government use. Management is responsible for ensuring that these resources are properly managed.

Policy

Town sign boards are to be used for official governmental business conducted by the Town of Berlin. Examples of allowable uses include:

- Traffic information (example: road closures and detour information)
- Town of Berlin government and school sponsored events, including those sponsored by Town of Berlin boards and committees.
- Town of Berlin government and school announcements (example: town meeting information, election information, building closures, etc.)

Town sign boards are not to be used for non-municipal messaging including requests from nonprofits, for profits, religious organizations, sports groups, non-municipal organizations, etc.

All messages must be approved by the Town Administrator or his/her designee prior to being displayed.

Adopted by the Berlin Select Board on November 20, 2023

EXHIBIT C
LESSEE FIXED PROPERTY

EXHIBIT D
FORM OF NOTICE OF LEASE

[Begins on following page]

NOTICE OF LEASE

Marginal Reference Requested to Book [____], Page [____]

Notice is hereby given that **Town of Berlin**, a Massachusetts municipality with offices at 23 Linden Street, Berlin, Massachusetts, 01503, acting through the duly elected Berlin Select Board (the “Lessor”); and the **Berlin-Boylston Regional School District**, existing under Chapter 71 of the Massachusetts General Laws and having its principal place of business at 215 Main Street, Boylston, Massachusetts, 01505, acting through its Regional District School Committee (“Lessee”), have executed a Lease as follows:

Date of Lease: January ____, 2024.

Description of Premises: A portion of the real property located at 34 South Street, Berlin, Massachusetts, as more particularly described in the Lease.

Term: Twenty (20) years, beginning on the date of the Lease.

Options to Extend: Tenant has one (1) option to extend the Term for a period of up to (20) additional years.

[SIGNATURE PAGE FOLLOWS]

Executed as a sealed instrument this ____ day of January, 2024.

LANDLORD:

Town of Berlin
acting through the duly elected Berlin Select Board

By: _____
Name: _____
Title: _____

Duly Authorized

TENANT:

Berlin-Boylston Regional School District
acting through its Regional District School Committee

By: _____

Name:

Title:

Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

County of _____

On this _____ day of _____, 2024, before me, the undersigned notary
public, _____, as _____ of the Town of Berlin Select Board,
personally appeared, proved to me through satisfactory evidence of identification, which was
_____ , to be the person whose name is signed on the preceding or
attached document, and acknowledged to me that _____ signed it voluntarily for its stated purpose
as the voluntary act of the Town of Berlin.

Notary Public

Printed Name: _____

My Commission Expires: _____

[Seal]

COMMONWEALTH OF MASSACHUSETTS

County of _____

On this _____ day of _____, 2024, before me, the undersigned notary public, _____, as _____ of Regional District School Committee for the Berlin-Boylston Regional School District, personally appeared, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that _____ signed it voluntarily for its stated purpose as the voluntary act of Berlin-Boylston Regional School District.

Notary Public

Printed Name: _____

My Commission Expires: _____

[Seal]