

Extended Year School Program Rental Lease

By and Between

Sweet Home Central School (Lessor), existing under the laws of the State of New York, hereinafter referred to as the Lessor.

Erie 1 BOCES Board of Cooperative Educational Services (Lessee), an organization existing under the laws of the State of New York, hereinafter referred to as the Lessee.

Recitals

The Lessee, organized under the laws of the State of New York, is responsible for operating the Extended School Year (ESY) program for component school districts, including children with disabling conditions. To achieve these goals, classrooms in the Lessor's district, along with support facilities such as gymnasiums, libraries, hallways, restrooms, recreation areas, cafeterias, and similar areas must be available for the Lessee's use. The Lessor agrees to make these facilities available to the Lessee.

Agreement

The Lessor hereby leases Northtowns Academy to the Lessee, including the right to use support facilities defined above.

Term

The lease term shall commence on July 1, 2025, and expire on August 31, 2025.

Rental

The rental fee shall be \$19,000, payable in one lump sum in June 2026.

Obligations of Lessor

The Lessor will provide the Lessee with heat, light, maintenance, cleaning services, and any other custodial services as would normally be performed for the Lessor's own classrooms.

Liability Insurance & Indemnification

The Lessee will provide the Lessor with proof of insurance and add the Lessor to its liability insurance policy as an additional insured. The premiums for such insurance shall be paid by the Lessee. The Lessor shall be furnished with proof of insurance stating the coverage.

Each party shall indemnify, defend, and hold harmless the other party and its employees, officers, agents, and boards from and against all claims, liabilities, expenses (including attorney's fees), suits, proceedings, losses, damages, and actions arising out of the other party's acts or omissions, or the acts or omissions of the other party's employees. Each party shall promptly notify the other in writing of any claim or suit arising out of this Agreement. This provision shall survive the termination of this Agreement.

The Lessor shall maintain fire and casualty insurance upon the buildings containing the Lessee's classrooms and support facilities. If an event arises causing the Lessee to lose occupancy, the parties will mutually agree to designate other classrooms in facilities within the district.

Signatures

IN WITNESS WHEREOF, the parties have caused this lease to be executed by their proper corporate officers this ____ day of _____, 2025.

Sweet Home Central School

By _____

Erie 1 BOCES

By _____

Clerk's Certification

This is to certify that this agreement was approved and the execution thereof on behalf of the Board of Education was authorized by vote of the Board of Education of the Sweet Home Central School District at a public meeting duly held on _____, 2025, and has been made a part of the minutes of that meeting.

School District Clerk

This is to certify that this agreement is approved and the execution thereof on behalf of Erie 1 BOCES by James Fregelette, the Executive Director of Finance and Information Systems, is authorized by the Board of Education.

BOCES District Clerk