

LEASE AGREEMENT

THIS AGREEMENT made effective as of this 1st day of July, 2021, by and between *AMHERST SCHOOL DISTRICT*, a duly established school district with a principal place of business at School Street, Amherst, County of Hillsborough, State of New Hampshire 03031, (hereinafter referred to as "LESSOR"), by its governing body, the duly elected Board of the Amherst School District, and *SCHOOL ADMINISTRATIVE UNIT 39*, a duly established New Hampshire school administrative unit, organized pursuant to *RSA 194-C*, with a principal place of business at School Street, Amherst, County of Hillsborough, State of New Hampshire 03031 , (hereinafter referred to as "LESSEE"), by its duly appointed governing body, the Board of SAU 39:

RECITALS

LESSOR is a school district in Amherst, New Hampshire, legally established for the purpose of providing educational services for grades K-8, for pupils from the Town of Amherst, (as well as pupils from Mont Vernon for certain grades pursuant to extant tuition agreements); and,

LESSOR is the owner of several properties that are or have been, from time to time, used in the provision of such educational services, including one such property which is known as '*The Brick School*', which consists of land and building known on the Town of Amherst Tax Rolls as *Building 1 of 2, Map 17, Lot 82*, which property is located on School Street in Amherst, New Hampshire (hereinafter referred to as "LEASED PREMISES"); and,

LESSEE is a duly established supervisory administrative unit, (hereafter SAU), which has been created pursuant to *RSA 194-C*, and which provides administrative and supervisory services, as authorized by law, for LESSOR, as well as the Mont Vernon School District and the Souhegan Cooperative School District; and,

The principal offices of SAU 39 have historically been the aforementioned *Brick School* , and the respective parties have determined that it is advisable to have the occupancy of the *Leased Premises* by the SAU established in the form of a written lease, to memorialize the rights and responsibilities of LESSEE and LESSOR ; and,

THEREFOR, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, the Parties agree as follows:

SECTION ONE - Description

LESSOR leases to LESSEE the *land and building* known as '*The Brick School*', which consists of *Building 1 of 2, Map 17, Lot 82*, located on School Street in Amherst, County of

Hillsborough, State of New Hampshire including land of approximately .57 acres , and appurtenances, including any parking rights or other rights that may exist in the premises and its curtilage. Building 2 of 2, Map 17, Lot 82 (the small church) is not intended to be included in this Lease.

SECTION TWO - Term of Lease

LESSOR demises LEASED PREMISES to LESSEE for a term of five (5) years commencing on July 1, 2021 and ending on June 30, 2026 provided, however, that this term will be automatically renewed for a successive five (5) year term (through June 30, 2031) unless either party provides written notice to the other, before September 30 of the last lease year of the initial term that the term will not be renewed, whereupon the Lease will terminate at the expiration of its then current term.

SECTION THREE - Payment of Rental

As rent for this Lease, LESSEE shall pay to LESSOR, the sum of ONE DOLLAR (\$1) in advance, without demand, on or before August 1 of each year of this Lease

SECTION FOUR - Utilities

LESSEE shall be responsible for the provision of and payment for all utilities furnished to LEASED PREMISES throughout the term of this Lease.

SECTION FIVE - Taxes

LESSEE shall pay on or before the last day on which payment may be made without penalty or interest, all taxes, assessments, or other governmental charges, if any, that shall or may during the term of this Lease be levied upon the LEASED PREMISES.

SECTION SIX - Equipment

It is agreed that this Lease includes the following listed equipment located on LEASED PREMISES and LESSEE shall take reasonable and proper care and maintenance of such equipment : 1. Boiler and Heating System. 2. Hot water heaters. 3. Approximately 10 window air conditioners. 4. Fire Alarm controls.

SECTION SEVEN - Playground Area

LESSOR and LESSEE shall permit access to the public to the playground area adjacent to the Building 1, and LESSEE agrees to maintain this area in clean and reasonably safe condition and in good repair during the term of the Lease, but LESSEE shall have no obligation to supervise any use of such playground.

SECTION EIGHT - Maintenance, Repair, and Improvements

LESSEE shall be responsible for the maintenance and repair of the exterior walls, the roof, the windows, all structural components, the heating, ventilation, water, plumbing and electrical systems, and all paved surfaces. LESSEE shall keep LEASED PREMISES in a clean and sanitary condition and in generally good repair.

LESSEE shall budget funds each year for the express purpose of making alterations, additions, or improvements, both routine and capital in nature to LEASED PREMISES as outlined in the Brick School Capital Improvements Plan (CIP) or otherwise authorized by the Brick School Improvements Committee. Any amount of the budgeted amount not expended shall be transferred to and held in a special reserve account, classified as “assigned” for audit purposes, for Brick School Improvements. This fund shall be capped at an amount equaling the total of the unfinished projects in the Brick School CIP or \$50,000, whichever is greater.

LESSEE shall set up a committee to be called the Brick School Improvement Committee to oversee expenditures from the Brick School Improvements Special Reserve Account. The committee shall be made up of one member of the LESSOR Amherst School Board and three members (one from each school district) of the LESSEE SAU Board. This committee shall meet no less than once per year to authorize the improvements to be made to the Brick School and an SAU Representative shall report those improvements to the full SAU Board. The Improvements to the Brick School shall be made as outlined in the Brick School CIP unless otherwise authorized by the Brick School Improvement Committee.

If emergency repairs become necessary and the funds in the Brick School Improvements Special Reserve Account are insufficient to cover the cost of the emergency repairs, the expenditures shall be made from the operating budget and any unreserved fund balance deficit created by such repairs shall be eliminated by an SAU revenue assessment on the three participating school districts in the following budget year.

LESSEE shall not make any such alterations, additions or improvements to LEASED PREMISES without the express, written consent of LESSOR, which consent shall not be withheld unreasonably.

SECTION NINE - Destruction of Premises

In the event of a partial destruction of the premises during the term of this Lease agreement from any cause, LESSOR shall promptly repair such damage, provided the repairs can be made within ninety (90) days under the laws and regulations of applicable governmental authorities. Except as provided herein, any partial destruction shall neither annul nor void this Lease agreement.

In the event that LESSOR cannot make repairs in the specific time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this Lease agreement may be terminated at the option of either party.

Should Building 1 be destroyed to the extent it may not be reasonably occupied, and Lessor and Lessee agree that it is not efficient to repair or replace Building 1 from available insurance proceeds or other sources, this Lease agreement shall be terminated effective as of the date of such destruction.

SECTION TEN - Signs

LESSEE shall be permitted to display such signs as may be desired on LEASED PREMISES, provided that same shall have been approved by LESSOR (such approval not to be withheld unreasonably), and all such signs must conform with all applicable laws and regulations.

SECTION ELEVEN - Access

LESSEE shall allow LESSOR free access to LEASED PREMISES, at reasonable times, all with reasonable notice, for the purpose of examining LEASED PREMISES to ascertain that LEASED PREMISES are in good repair and in clean and sanitary condition.

SECTION TWELVE - Restricted Use of Premises

LESSEE shall use and occupy LEASED PREMISES only for purposes related to the provision of supervisory administrative services to the school districts, and for no other purpose except for the Community Room which may be made available for Town and other public or civic users, on such terms as LESSEE shall establish, or except as agreed to by LESSOR in writing. LESSEE shall not use LEASED PREMISES for any other purpose not specifically stated herein and may not assign or sublet any portion of LEASED PREMISES.

SECTION THIRTEEN - Lawfulness

LESSEE shall not conduct or permit any use of LEASED PREMISES which is contrary to the laws of any governmental authority. LESSEE shall at all times conform with all applicable, state statutes, local ordinances or health codes and regulations required by the Town of Amherst and/or the State of New Hampshire or of any governmental authority which has

jurisdiction.

SECTION FOURTEEN - Ownership of Improvements at End of Lease

LESSEE shall not be permitted to remove any improvements made by LESSEE which would materially damage LEASED PREMISES by their removal. LESSEE may remove all personal property provided by LESSEE for use in its operations, and LESSEE may remove all property that may be classified as trade fixtures which were provided by LESSEE and which may be removed without materially harming the LEASED PREMISES. However, in no event may LESSEE remove any property or equipment provided by LESSOR.

SECTION FIFTEEN - Insurance

During the term of this lease, LESSEE shall carry public liability insurance of one million Dollars (\$1,000,000) that names the LESSOR as an additional named insured, worker's compensation insurance, fire insurance on fixtures, personal property and equipment, and other insurance required by governmental authority. LESSEE shall provide LESSOR with Certificates of such insurance upon LESSOR'S reasonable request. LESSOR shall not be liable for any damages or injury to LESSEE, or any other person, or to any property, occurring on the demised premises or any part thereof, and LESSEE agrees to hold the LESSOR harmless for any claims for damages, no matter how caused, except for claims arising from LESSOR's actions or omissions. LESSEE shall present to LESSOR proof of insurance coverage in any manner reasonably acceptable to LESSOR.

SECTION SIXTEEN - No Bills in Lessor's Name

LESSEE shall not contract bills in the name of LESSOR, or in any way, directly or indirectly, involve LESSOR in any expense or liability.

SECTION SEVENTEEN - Delivery at End of Term

LESSEE shall deliver LEASED PREMISES to LESSOR or its successor in interest at the end of this Lease term or any extension hereof, without further demand or notice, in as good order and repair as it is now or may hereafter be, allowing for reasonable wear and tear, in accordance with the terms of this Lease.

SECTION EIGHTEEN - Dispute Resolution

Any dispute between LESSOR and LESSEE relative to the provisions of any section of this Lease shall initially be resolved by mediation between LESSOR and LESSEE. If necessary, LESSOR and LESSEE shall mutually agree on a mediator to assist in the dispute resolution. If, after sixty (60) days, LESSOR and LESSEE have not been able to resolve their dispute through mediation, either

party may seek relief by commencing an action in the Hillsborough County Superior Court.

SECTION NINETEEN - Modification; Entire Agreement

This Lease contains and embraces the entire agreement between the parties hereto and neither it nor any part of it may be changed, altered, amended, modified, limited or extended orally or by agreement between the parties unless such agreement be expressed in writing and signed by the LESSOR and the LESSEE or their respective successors in interest.

SECTION TWENTY - Severability

If any term, clause or provision of this Lease is judged to be invalid, contrary to law, and/or unenforceable, the validity, legality, and/or enforceability of any other term, clause or provision in this Lease shall not be affected thereby.

This Lease Agreement and rights and obligations of LESSOR and LESSEE hereunder have received approval of the voters at the 2021 Amherst School District annual meeting.

LESSOR
AMHERST SCHOOL DISTRICT

Tom Gauthier

Chairperson, Tom Gauthier

LESSEE
SCHOOL ADMINISTRATIVE UNIT 39

Christine Peters

Chairperson, Christine Peters

Signature Certificate

Reference number: ZILWQ-YRDWO-HXMFS-UYQPP

Signer

Timestamp

Signature

Christine Peters

Email: cpeters@sau39.org

Sent: 13 Jun 2024 17:20:42 UTC
Viewed: 13 Jun 2024 21:56:59 UTC
Signed: 13 Jun 2024 21:57:11 UTC

Christine Peters

Recipient Verification:

✓ Email verified 13 Jun 2024 21:56:59 UTC

IP address: 216.212.49.142
Location: Amherst, United States

Tom Gauthier

Email: tgauthier@sau39.org

Sent: 13 Jun 2024 17:20:42 UTC
Viewed: 13 Jun 2024 22:43:59 UTC
Signed: 13 Jun 2024 22:44:57 UTC

Tom Gauthier

Recipient Verification:

✓ Email verified 13 Jun 2024 22:43:59 UTC

IP address: 73.60.231.240
Location: Amherst, United States

Document completed by all parties on:

13 Jun 2024 22:44:57 UTC

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