



TOWN OF BOYLSTON

221 Main Street
Boylston, Massachusetts 01505

BOARD OF SELECTMEN
James Underwood, Chairman
Matt Mecum
Seth Ridinger
Tel: 508-869-2093
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Lease Agreement- Berlin-Boylston Public Schools Administrative Offices

THIS LEASE (the "Lease") is made as of the ____ day of _____, 2020, by and between the Town of Boylston, a municipal corporation, acting through its Board of Selectmen, with a usual place of business at the Boylston Town Hall, 221 Main Street, Boylston, MA 01505 (the "Town", which term shall include its successors and assigns), and the Berlin-Boylston Regional School District, a regional school district, with a usual place of business at 215 Main Street Boylston, MA 01505 (the "Tenant", which term shall include its successors and assigns).

1. LEASE PREMISES

- 1.1 The Town hereby leases to the Tenant and the Tenant hereby leases from the Town the following described premises situated wholly within the territorial limits of the Town: The office space located upon the second floor of the building housing the Boylston Police Department, located at 215 Main Street, Boylston, Massachusetts (the "Building"), which leased premises include the entire second floor, and the ground level conference room (collectively, the "Premises"). Tenant shall also have the right, in common with others entitled thereto, to use the rear entrance hall and bathrooms located on the ground level of the Building.
- 1.2 The Town shall provide adequate parking within the existing Police Station lot, and, upon receipt of a written request from the Tenant, the Town shall use reasonable efforts to make additional handicap accessible space available at the existing Police Station lot and at the Town Hall lot.

2. PURPOSE

- 2.1 Both parties shall enter into this Lease to provide for their mutual benefit through the productive use of the Premises. The Town intends thereby to have the Premises continue to be maintained for the use as school administration offices. Any change in said use shall require the prior written approval of the Town's Board of Selectmen.
- 2.2 The Tenant shall not sublease any portion of the Premises or assign this Lease without the prior written approval of the Town's Board of Selectmen.

3. TERM

- 3.1 The term of this Lease (the "Term") shall be ten (10) years, commencing on July 1, 2021, and ending on June 30, 2031, unless earlier terminated pursuant to the provisions of this Lease.

4. RENT:

- 4.1 The Tenant shall pay annual minimum rent in equal quarterly installments, payable to the Town on or before the fifteenth day of the first month of each respective quarter throughout the Lease Term (i.e. due July 15, October 15, January 15, and April 15) and pro-rated for any partial quarter at the end of the Term, if applicable. For avoidance of doubt, the first quarterly payment due under this Lease shall be received on or before July 15, 2021. Payment shall be sent to the Town's Board of Selectmen at 221 Main Street, Boylston, MA 01505.

The annual minimum rent for the first lease year of the Term shall be \$33,521.00. Effective as of each July 1 throughout the Term, the annual minimum rent shall increase by 3% of the previous lease year's annual minimum rent.

5. REPAIRS, MAINTENANCE AND UTILITIES

- 5.1 The Town shall provide, at its cost, electrical, gas and water utilities and heat for the Premises. In the event that the cost to the Town therefore increases by over 3% per fiscal year, the Tenant shall be responsible for such costs in excess of the 3% increase.
- 5.2 The Tenant shall be responsible, at its sole cost and expense, for providing any additional utilities or other services to the Premises other than those listed in Section 5.1 above, including but not limited to telephone services and trash removal. The Town shall be responsible for the plowing, salting, and sanding of the Police Station parking lot and other maintenance necessary to maintain safe and adequate access to the Premises. The Tenant shall furnish janitorial and custodial services and make routine interior maintenance that is necessary for utilization of the Premises, and consistent with that of the Building.
- 5.3 The Tenant shall be responsible to maintain the Premises substantially in the condition which existed at the commencement of the lease, reasonable wear and tear excepted. The Town shall maintain the structure and systems to the Building in a condition suitable for the conduct of Tenant's business and compliance with all applicable codes, statutes, and regulations. Notwithstanding the preceding sentences, the Tenant and the Town shall each be responsible for any damages caused by the negligence or misconduct of their respective agents, employees, or invitees.

6. TENANT UPFITTING AND SUBSEQUENT ALTERATIONS

- 6.1 The Tenant accepts the Premises "AS IS" and agrees that the Town is under no obligation to make any repairs, renovations, or alterations to the Premises, and has made no representations or warranties regarding the fitness of the Premises for Tenant's intended use or otherwise. Tenant will make no alterations to the Premises, except that Tenant may make interior cosmetic alterations with the Town's prior written consent, which consent the Town will not unreasonably withhold. Any such alterations will be

made be in a good and workmanlike manner and in accordance with all applicable legal requirements, including but not limited to any applicable bidding laws, and any terms and conditions imposed by the Town.

- 6.2 The Tenant shall defend, indemnify, and hold harmless the Town from any claim or cause of actions, which arise in connection with any changes to the Premises or the Building made by the Tenant.

7. INSURANCES AND INDEMNIFICATION

- 7.1 Prior to making any entry on the Premises and at least thirty (30) days prior to the expiration of any policy, the Tenant shall provide the Town with a certificate of insurance for (a) general liability of bodily injury, property damage, and professional liability at the Premises in the amounts of one million dollars (\$1,000,000) per occurrence with an aggregate of three million dollars (\$3,000,000), naming the Town as an "Additional Insured"; (b) Automobile Liability insurance of at least one million dollars (\$1,000,000); (c) replacement cost property insurance naming the Town as Owner or loss payee; (d) workers compensation insurance for its employees as required by law.

8. ENTIRE AGREEMENT

- 8.1 This Lease contains the entire agreement of the parties respecting the Premises and there are no other agreements or understandings between the parties regarding the subject matter of this Lease, any prior agreements being merged herein and superseded.

9. RELOCATION FOR FIRE OR OTHER CASUALTY

- 9.1 If the Premises shall be damaged by fire or other casualties, the Tenant shall have the option of terminating this Lease by written notice to the Town within thirty (30) days following the date of damage, and shall receive an abatement of rent, if applicable.

10. NOTICES

- 10.1 All notices required to be given or delivered by either party to the other shall be in writing and shall be deemed to be duly given only if mailed by certified mail, return receipt requested, addressed to the Town or to the Tenant at the following addresses:

For the Town:

Boylston Board of Selectmen
221 Main Street
Boylston, MA 01505

For Berlin-Boylston Public Schools:

Berlin-Boylston Regional Union #60 School Committee(s)
c/o Superintendent of Schools
215 Main Street
Boylston, MA 01505

11. RIGHT OF ENTRY AND TERMINATION

- 11.1 The Town and the Town's agents have the right to enter the Premises at all reasonable times, upon prior notice (except in the case of emergencies), to the Tenant to examine the Premises or to make such repairs as are necessary.
- 11.2 If the Tenant installs its own locks or other security devices on the Premises, it shall provide the Town with keys or other access to the Premises. The Town agrees it shall only use such access in times of emergency and keys shall be kept in a secure location.
- 11.3 At the expiration of the Term, the Tenant shall yield up the Premises in the same condition as existed upon commencement of this Lease with the exception of alterations that the Town indicates should remain as part of the Premises.
- 11.4.1 The Town reserves the right to terminate this Lease upon a one (1) year prior written notice to the Tenant in the event the Town's Board of Selectmen finds it necessary to utilize all or part of the Premises for a municipal use. Notwithstanding the foregoing, in the event that the Town requires all or part the Premises for a municipal use with less than one (1) year prior written notice to the Tenant, the Town may, in its sole discretion, upon written notice to Tenant, relocate the Tenant to comparable space upon the same terms and conditions of this Lease, provided that, within thirty (30) days following the delivery of the Town's written notice to the Tenant, the Tenant may elect, upon written notice delivered to the Town within such 30-day period, to have the Term expire on the day that is one (1) year following delivery of the Town's written notice to the Tenant concerning the relocation of the Premises.
- 11.4.2 The Tenant may terminate this Lease upon ninety (90) days' prior written notice to the Town so long as the Tenant pays the Town a termination fee equal to 18 months' rent, at the current rent rate. Alternatively, the Tenant may terminate this Lease without further penalty upon eighteen (18) months' prior written notice to the Town.
- 11.5 Any of the following occurrences or acts shall constitute an event of default under this Lease: In the event that the Tenant shall: (1) fail to pay any annual minimum rent, additional rental obligations or other sum required to be paid by the Tenant hereunder and such failure shall continue for ten (10) days after written notice to the Tenant of such failure; or (2) fail to observe or perform any other provision hereof and such failure shall continue for thirty (30) days after written notice to the Tenant of such failure provided that in the case of any default which cannot be cured by the payment of money and cannot in diligence be cured within such thirty (30) day period, if the Tenant shall comment promptly to cure the same and thereafter prosecute the curing thereof with diligence, the time within which such default may be cured shall be extended for such period as is necessary to complete the curing thereof with diligence; or (3) leave the Premises unoccupied for a period extending ninety (90) days: or if the Premises shall have been left unoccupied and wholly unattended for a period of ninety (90) days; or if any material representation or warranty of the Tenant contained in this Lease, any assignment or reassignment of this Lease or consent thereto executed by the Tenant or in any notice, demand, certificate, request, or instrument delivered pursuant to or in connection with this Lease, any such assignments or reassignment or consent shall prove to be incorrect in any material respect as of the time of representation or warranty was made.

- 11.6 If an event of default shall have happened and be continuing, the Town shall have the right to give the Tenant written notice of intention to terminate the Term on a date not less than 30 days after date of such notice. Upon the giving of such notice, the Term of this Lease shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the Term of this Lease, and all rights of the Tenant hereunder shall expire and terminate, but the Tenant shall remain liable as hereinafter provided. If such notice is the first or second time such as has been given under this Lease, but not the third or later time such a notice has been given under this Lease, the notice shall be void if the Tenant cures the default within ten (10) days of the giving of the notice.
- 11.7 If an event of default shall have happened and be continuing, the Town shall have the immediate right, whether or not the Term shall have been terminated pursuant hereto, to re-enter and re-possess the Premises by summary proceedings, ejectment or any manner the Town determines necessary or desirable and the right to remove all persons and property therefrom. The Town shall be under no liability by reason of any such re-entry, repossession, or removal. No such re-entry or re-possession of the Premises shall be construed as an election by the Town to terminate the Term unless a notice of such intention is given to the Tenant pursuant hereto or unless such termination is decreed by a court of competent jurisdiction.
- 11.8 After the re-entry or re-possession of the Premises pursuant hereto whether or not the Term shall have been terminated pursuant hereto, the Town shall make a reasonable effort to re-let the Premises for the account of the Tenant in the name of the Tenant or the Town or otherwise, with or without written notice to the Tenant, for such a term or terms and on such reasonable conditions and for such uses as the Town may collect and receive any rents payable by reason of such reletting. The Town shall not be liable for any failure to re-let the premises (after making reasonable efforts to re-let) or for any failure to collect (after making reasonable efforts to collect) any rent due upon any such reletting.
- 11.9 No expiration or termination of the Term by operation of law or otherwise, and no re-entry or repossession of the premises pursuant hereto or otherwise, and no reletting of the Premises pursuant hereto or otherwise, shall relieve the Tenant of its liability and obligations hereunder, all of which shall survive such expiration, termination, re-entry, repossession or re-letting.
- 11.10 In the event of any expiration or termination of the Term or re-entry or repossession of the Premises by reason of the occurrence of any event on default, the Tenant will pay the Town all minimum rent, additional rental obligations and other sums required to be paid by the Tenant to and including the date of expiration, termination, re-entry or repossession, including any reasonable attorney's fees and expenses incurred in connection with such expiration, termination, re-entry or repossession; and, thereafter, the Tenant shall, until the end of what would have been the Term in the absence of such expiration, termination, reentry, or repossession, and whether or not the Premises shall have been re-let, be liable to the Town for, and shall pay to the Town, as liquidated and agreed current damages, all minimum rent, additional rental obligations, as well as any money for brokerage and legal fees for consummating this Lease and any other sums which would be payable under this Lease by the Tenant in the absence of such expiration, termination, re-entry, or repossession, including any reasonable attorney's fees and expenses incurred in connection with such expiration, termination, re-entry, or

repossession, LESS the net proceeds, if any, of reletting effected for the account of the Tenant pursuant hereto after deducting from such proceeds all the Town's reasonable expenses in connection with such reletting (*including* all repossession costs, brokerage commissions, reasonable attorney's fees).

For Berlin-Boylston Regional School District:

James Spencer, Chair, Berlin-Boylston Regional School Committee

For the Town of Boylston:

James Underwood, Chair, Board of Selectmen

Matthew Mecum, Vice-Chair, Board of Selectmen

Seth Ridinger, Clerk, Board of Selectmen