

## LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this 21st day of May, 2023 between STARPOINT CENTRAL SCHOOL DISTRICT, a municipal corporation organized and existing under the laws of the State of New York with its main office located at 4363 Mapleton Road, Lockport, New York 14094 (hereinafter referred to as "DISTRICT"- "LESSOR") and the TOWN OF PENDLETON, Niagara County, New York, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business located at 6570 Campbell Boulevard, Lockport, New York 14094 (hereinafter referred to as "TOWN"- "LESSEE").

WHEREAS, the District and the Town wish to enter into a mutual agreement, whereby, for various considerations, the Town shall be allowed to occupy and use, subject to all the following terms and conditions, certain portions of the District's real estate.

### Description of Premises to be used:

The Portion of premises to be used by the Town shall be described in Exhibit "A" as attached hereto, and may be changed with the mutual consent of the parties or their designees from time to time during the term of this Agreement. The terms of this Agreement shall run from the 1st day of January 2023 to the 31st day of December 2027.

### Consideration for Use of Premises:

- A. The fee for use of said premises shall be as follows:
  - a. 2023 - \$6,250
  - b. 2024 - \$6,250
  - c. 2025 - \$6,250
  - d. 2026 - \$6,250
  - e. 2027 - \$6,250

B. As consideration for this Agreement, the Town agrees to provide qualified supervisory personnel as determined to be satisfactory by the District's superintendent or his designee. To this end, the Town agrees to provide a list of names and addresses of such supervisory personnel to the District's superintendent of schools no later than five (5) calendar days prior to the use of the premises. Such personnel will be present on the premises as leased for the benefit of the District between the hours of use as stated in Exhibit "A" beginning on the first date of use of the privileges being granted.

C. As further consideration, the Town shall provide for the maintenance and cleanup of leased space, where necessitated by the Town's use.

Limitation as to Use:

A. The premises to be used by the Town shall be used solely for the operation of the Town's program as indicated on Exhibit "A" and for the incidental purposes related thereto during the period beginning with the effective date of this Agreement, and shall continue as outlined in Exhibit "A" or until this Agreement is otherwise terminated as hereinafter provided, whichever is sooner.

B. The Town shall make no additions, alterations or improvements to the Premises. The Town may use the equipment located within the leased premises, but shall not remove any such equipment from the premises and shall use the equipment in a manner so that the equipment shall not be in any way damaged, excepting normal wear and tear. To this end, the Town shall reimburse the District for any damages, excepting normal wear and tear, to the premises or its contents resulting from the use of the premises by the Town, its employees or agents.

C. There shall be no smoking, drinking of alcoholic beverages or use of drugs by the Town's employees, program participants or guests.

Insurance Requirement to be Provided by Lessee:

- A. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the permittee hereby agrees to effectuate the naming of the district as an unrestricted additional insured on the permittee's insurance policies, with the exception of workers' compensation and N.Y. State disability insurance.
- B. The policy naming the district as an additional insured shall:
- Be an insurance policy from an A.M. Best rated "secured" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the district.
  - Provide for 30 days notice of cancellation
  - State that the organization's coverage shall be primary coverage for the district, its Board, employees and volunteers.
  - The district shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state which endorsement is being used. A copy shall be included with the certificate of insurance.
- C. The permittee agrees to indemnify the district for any applicable deductibles.
- D. Required Insurance:
- **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/\$2,000,000
  - **Workers' Compensation, Employers Liability and NYS Disability Insurance**  
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
- E. Permittee acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the district. The permittee is to provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
- F. The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the district but also the NYSIR, as the district's insurer.

Hold Harmless:

- A. The Town of Pendleton hereby agrees to defend, indemnify and hold Harmless the Starpoint Central School District from and against any and all liability, loss, damage, Claim or action, to the extent permissible by law, arising out of operations performed or Services provided by the contractor/vendor under the contract or agreement

AED Use:

- A. The District Affirms:

1. All AEDs are located in public locations
2. All AEDs are available 24 hours per day, 7 days per week
3. All AEDs will be certified for use at all times
4. The employees of the Town of Pendleton are permitted to use the AED's located on the District's campus

- B. The Town of Pendleton Affirms:

1. Town of Pendleton employees will have CPR training
2. Town of Pendleton employees will have AED training

Effective Date of Agreement:

The effective date of this Agreement shall be the date the Agreement is executed by the parties.

Termination of Agreement:

A. Should the premises, or any essential part thereof, be totally destroyed by fire or other casualty, this Agreement shall immediately terminate; and in the case of partial destruction, this Agreement may be terminated by either party giving written notice to the other, specifying the date of termination, such notice to be given within ten (10) days following such partial destruction and not less than twenty (20) days prior to the termination date therein specified.

- B. Unauthorized assignment, transfer, sublet or other disposition by the Town

shall automatically terminate this Agreement.

C. On any termination of this Agreement, the Town shall quit the premises and shall remove there from all property installed in, on or attached to the premises by the Town. Any termination of this Agreement, howsoever caused, shall be entirely without prejudice to the rights of the District then accrued hereunder.

Notice of Parties:

Any notice mailed, addressed to the Town or delivered to the Town at the address shown above shall be notice hereunder by the District. Any notice mailed or delivered to the Superintendent's Office, Starpoint Central School District, 4363 Mapleton Road, Lockport, New York 14094 shall be notice hereunder by the Town.

Assignment:

The Town shall not assign, transfer, sublet or otherwise dispose of this Agreement without express written consent of the District's Board of Education.

Contents of Agreement:

This Agreement shall constitute the entire Agreement between the parties and may not be changed, altered except by the written agreement of the parties.

STARPOINT CENTRAL SCHOOL DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Superintendent of Schools

TOWN OF PENDLETON

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Supervisor

# Pendleton Use of Starpoint Facilities 2023 Exhibit "A"

## FOR MONTHS OF JULY AND AUGUST

PROGRAM USE	PORTION OF FACILITY	DAY	TIME
SWIMMING	POOL & LOCKER RMS	MON - FRI	9 AM-3 PM
ARTS AND CRAFTS	MIDDLE SCHOOL - CAFETERIA OUTSIDE PLAY AREAS	MON - FRI	9 AM - 3 PM
SPORTS AND GAMES	MIDDLE SCHOOL - GYM 3 OUTSIDE PLAY AREAS DIAMOND #4	MON - FRI	9 AM - 3 PM

## YEAR ROUND

PROGRAM USE	PORTION OF FACILITY	DAY	TIME
TRACK	ALL-WEATHER TRACK (RULES OF USE ARE POSTED)	ALL WEEK	DAWN TO DUSK
SWIMMING	POOL & LOCKER RMS	1 NIGHT/WEEK <b>JAN - MAR</b>	7 PM-9 PM
YOUTH BASKETBALL (BOYS & GIRLS)	MIDDLE SCHOOL GYM, INTERMEDIATE GYMS, FRICANO GYMS	SAT AM <b>DEC - MAR</b>	10 AM-1 PM
ADULT BASKETBALL (MENS)	INTERMEDIATE GYMS	WED <b>OCT - MAR</b>	7 PM - 9 PM