

LEASE AGREEMENT

**Oneida Recreation Center, 2nd Floor, Meeting Room 2C
217 Cedar Street, Oneida, NY 13421**

Between

**CITY OF ONEIDA (“Landlord”)
and
MADISON-ONEIDA BOCES (“Tenant”)**

Dated: _____, 2024

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) effective this 1st day of July, 2024, between the CITY OF ONEIDA, a municipal corporation with its principal offices at 109 North Main Street, Oneida, New York 13421 (“Landlord”) and MADISON-ONEIDA BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) organized and existing under the laws of the State of New York, with its principal offices at 4937 Spring Road, P.O. Box 168, Verona, NY 13478 (“Tenant”). Landlord and Tenant are each a Party to the contract and shall collectively be known as the “Parties.”

In consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. Leased Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Meeting Room 2C (“Premises”) plus the use of certain common areas in the Oneida Recreation Center building located at 217 Cedar Street (“Building”) in the City of Oneida, County of Madison, State of New York, as shown on a map attached hereto as Exhibit “A.”
2. Term. The term of lease (“Lease Term”) shall be one year, commencing on July 1, 2024, after receipt of the required approval from the New York State Education Commissioner (“Commencement Date”), and ending on June 30, 2025, unless sooner terminated in accordance with the terms and provisions of this Lease. This Lease shall be automatically renewed for four (4) additional one (1) year periods unless written notice by one Party of its intent to not renew is received by the other Party at least ninety (90) days prior to the expiration of the current term, or at such other time as mutually agreed in writing by the Parties.
3. Required Approvals.
 - a. The Parties acknowledge that Tenant is a Board of Cooperative Educational Services and is subject to the laws of the state of New York and the regulations of the Commissioner of Education.
 - b. This Lease is subject to the approval of Tenant’s Board in accordance with Section 1950 of the New York State Education Law.
 - c. The Parties specifically acknowledge that this Lease cannot be effective unless and until it is approved in writing by the Commissioner in accordance with Section 1950 of the State Education Law and Section 155.15 of the Regulations of the Commissioner.

- d. Upon receipt of approval from its Board, Tenant agrees to immediately submit this Lease and diligently pursue its approval by the Commissioner. Tenant shall notify Landlord immediately upon receipt of the Commissioner's response.
 - e. Upon the Commissioner's approval, this lease shall commence as provided above. If approval is not obtained within 60 days of Tenant's submission to the Commissioner, then either Landlord or Tenant may elect to terminate this Lease upon notice to the other Party, at which time the Parties shall have no rights or obligations to each other hereunder.
4. Quiet Enjoyment. Landlord covenants that absent the occurrence and continuance of a Tenant Default (as defined below), Tenant may peacefully and quietly enjoy the Premises without interference or hindrance from Landlord or anyone claiming through or under Landlord.
5. Early Termination. The Lease may be terminated by either Party providing one hundred twenty (120) days prior notice to the other Party, notifying such other Party of the intent to terminate the Lease. This Lease shall automatically terminate one hundred twenty (120) days from the date such notice is given.
6. Rent.
- a. The annual rent of \$2800 ("Rent") for the Premises will be due and payable on July 1st. If Tenant fails to pay of Rent within 30 days of the due date, Tenant shall pay a late charge equal to two percent (2%) of the amount of the installment due. Such late charge shall be paid to Landlord as additional rent due and payable with payment of the delinquent sum. Landlord shall provide Tenant an invoice for the rental payment in advance of the due date.
 - b. For each renewal of this Lease, the annual rent shall increase at a rate of two percent (2%).
 - c. The Parties agree to prorate the Rent if the Lease terminates on a day other than June 30th.
7. Possession. On the Commencement Date, Tenant shall enter into sole possession of the Premises. Tenant shall accept the Premises in its "as is" condition. Upon the expiration or other termination of the Lease, Tenant shall remove all its personal property and quit and surrender the Premises to the Landlord in broom-clean condition.
8. Use of the Building and Common Areas.
- a. The Premises shall be used for class instruction and other educational purposes, but for no other purpose without Landlord's consent.

- b. Tenant shall be permitted to install appropriate signage on the Premises and on the Building at Tenant's sole cost and expense, provided that any such signage is approved in advance by Landlord. Signage must be compliant with applicable federal and state laws, regulations, and codes.
 - c. Tenant shall have the right to use driveways and parking areas located adjacent to the Premises.
 - d. Tenant shall be permitted to use the Common Areas including entrances, vestibules, hallways, and restrooms.
10. Alterations and Tenant Improvements. Tenant shall not alter or improve the Premises.
11. Real Estate Taxes. At its own expense, Landlord shall pay directly to the taxing authority all annual real estate taxes and/or special assessments and water charges levied against the Building.
12. Insurance.
- a. During the Lease Term and any Renewal Term, Tenant will maintain a comprehensive general liability insurance policy, with limits of at least One Million Dollars (\$1,000,000) with the Landlord named as an additional insured. Tenant agrees to deliver the certificate or policy of such insurance to Landlord at the beginning of the term of this Lease and thereafter not less than ten (10) days prior to the expiration of any such policy. Tenant shall provide a copy of the policy or policies to Landlord upon request.
 - b. Landlord shall maintain a policy of hazard insurance on the Building with policy limits of no less than 90% of the fair market value of the Building.
13. Liability and Indemnification.
- a. Tenant indemnifies and holds Landlord harmless from and against all claims, actions, damages, liabilities, losses, and expenses in connection with the loss of life, personal injuries, death, and/or property damage arising from or out of any occurrence in, upon or at the Premises, from or out of the occupancy or use by Tenant of the Premises.
 - b. Landlord indemnifies and holds Tenant harmless from and against all claims, actions, damages, liabilities, losses, and expenses in connection with the loss of life, personal injury, death, and/or property damage, arising from or out of any occurrence in, upon or at the Premises, from or out of the Landlord's ownership or Landlord's obligations under this Lease.
 - c. Tenant shall be liable for any damages to the Premises or Building that result from the action or neglect of the Tenant, its employees, agents, or invitees. If such

damage remains unrepaired thirty (30) days after Landlord provides Tenant with written notice to repair such damage, then Landlord may repair or cause such damage and invoice Tenant for the actual reasonable costs of such repairs. Tenant shall reimburse Landlord for all invoiced reasonable repair costs within twenty (20) business days after receipt of invoice from Landlord.

14. Maintenance.

- a. Landlord shall ensure that all building mechanical systems, including but not limited to, heating, electrical, plumbing, water, and septic, are in satisfactory working order and in compliance with all applicable codes prior to the Commencement Date. Landlord shall be responsible for the maintenance and repair of the same during term of this Lease.
- b. Tenant shall be responsible for any damage caused by Tenant and/or its employees, guests, invitees, or agents.
- c. Landlord shall be responsible for the maintenance and repair of all Common Areas, including janitorial labor, supplies, snowplowing, ice removal, window cleaning, painting (not in Tenant spaces), trash removal, and landscaping unless repairs are made necessary by the negligence of Tenant, its employees, guests, invitees, or agents.
- d. Landlord shall, at its own expense, be responsible for any required maintenance, repair or replacement of the exterior of the Building, the roof, the structural portions of the Building, and any capital improvements unless repairs are made necessary by the negligence of Tenant, its employees, guests, invitees or agents.

15. Utilities.

- a. During the Lease Term, Landlord shall be responsible for and pay for all gas, heat, light, and power furnished to the Tenant-occupied portions of Building.
- b. During the Lease Term, Tenant is responsible for paying for all telephone and internet services required for the Premises.

16. Landlord's Right of Entry. Upon reasonable notice and at reasonable times, Landlord has the right to take all measures, including inspections, repairs, alterations, additions, and improvements to the Premises as may be necessary or desirable for the safety, protection, or preservation of the Premises. Landlord shall be permitted to show the Premises to prospective purchasers and tenants upon reasonable notice during the last six (6) months of the Lease Term. In the event of an emergency, Landlord and its authorized agents have the right to enter the Premises without notice at any time.

17. Default.

- a. Tenant's Default. The occurrence of any one or more of the following events shall constitute a "Tenant Default" of this Lease:

(1.) Tenant fails to make any rental payment or any other payment required to be made by Tenant and such failure remains uncured for more than fifteen (15) days after Landlord gives Tenant written notice.

(2.) Tenant fails to perform or comply with any of the provisions of this Lease, other than specified in Subsection (a) above, for thirty 30 days after written notice is given to Tenant.

- b. In the event of Tenant's Default and failure to cure as provided herein, Landlord may, upon fifteen (15) days written notice, terminate this Lease. Tenant shall then immediately quit and surrender possession of the Premises to Landlord, but Tenant shall remain liable as hereinafter provided.
- c. If this Lease is to be terminated following a Tenant Default, Landlord or its agents may immediately or anytime thereafter re-enter the Premises and remove Tenant, its employees, agents, and invitees and its property by any suitable action or proceeding at law.
- d. In case of any such termination, re-entry, or dispossession by summary proceeding or otherwise, Tenant shall pay the required rent up to the time of such termination, re-entry, or dispossession. Tenant shall also pay to Landlord all expenses which Landlord may then or thereafter reasonably incur for reasonable legal costs and attorney's fees, brokerage commissions, and other actual reasonable costs paid or incurred by Landlord for restoring the Premises to good order and condition and for altering and otherwise preparing the same for re-letting thereof.
- e. No waiver of any condition or legal right or remedy shall be implied by the failure of Landlord to declare a default, and no waiver of any condition or covenant shall be valid unless it be in writing signed by the Landlord, and no waiver by the Landlord in respect to one tenant shall constitute a waiver in favor of any other tenants.

18. Expiration of Lease.

- a. Except as provided in sub-paragraph 18 (b) below, any holdover after the expiration of the said term or any extension thereof shall be construed to be a tenancy from month-to-month and shall otherwise be on the terms and conditions herein specified, as far as applicable.
- b. If either Party has given the other notice as provided in this Agreement either that the tenancy will not be renewed or has been terminated, and Tenant fails to vacate

the Premises at the expiration of the time provided in such notice, then Tenant shall pay Landlord Rent at the prorated annual rate then in effect for the time Tenant remains in possession of the Premises and shall be responsible for and reimburse Landlord for all damages sustained by Landlord demonstrated to be a direct result of Tenant's retention of possession. The provisions of this Section do not exclude Landlord's rights of re-entry or any other right or remedy of Landlord at law or equity.

19. Assignment and Subletting. Tenant may not assign, sublease (in whole or in part or parts), mortgage, or otherwise encumber the Premises (in whole or in part or parts) without first obtaining Landlord's written consent, which may be withheld in Landlord's sole discretion.

20. Notices.

a. All notices, demands and requests required under this Lease shall be in writing and sent to the contact below.

Notices to BOCES:

Name: Brenda Wolak
Title: Director, Adult & Continuing Education
Address: 4937 Spring Road, P.O. Box 168, Verona, New York 13478
Phone: (315) 361-5805

Notices to Landlord, the City of Oneida:

Name:
Title: City Manager
Address: 109 North Main Street, Oneida, New York 13421
Phone: (315) 361-1921

b. All such notices shall be deemed to have been properly given if sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the Landlord or the Tenant at the addresses set forth on the first page of this Lease. Either Party may designate a change of address by written notice to the other Party. Notices, demands and requests shall be effective when received. Notices, demands and requests may be served personally, by United States registered or certified mail or in any other manner specifically authorized in advance by the intended recipient.

21. Real Estate Broker. The Parties mutually represent that they have not contacted or engaged a consultant or real estate broker in connection with this Lease and that no fee or commission is or will be due or become due on account of the making of this Lease. Each Party hereto agrees to indemnify, defend, and hold the other Party harmless from all damages, judgments, liabilities, and expenses (including reasonable attorney's fees and court costs) arising from any claims or demands of any broker, agent, or finder with whom such party has dealt for any commission or fee alleged to be due in connection with its participation in the negotiation of this Lease.

22. Damage by Fire, Theft and Water.

- a. If the Building is damaged in part or whole from fire or other casualty, Landlord shall, within thirty (30) days after the date of the damage, notify Tenant in writing as to whether the Landlord will restore the Premises ("Casualty Notice"). If Landlord determines to restore the Premises, Landlord shall, at its expense, promptly and diligently repair and restore the Premises to substantially the same condition as existed before the damage. If Landlord determines that it will not restore the Premises, the Tenant's obligations under the Lease will terminate on the date specified in the Casualty Notice.
- b. Unless the damage is caused by Tenant's negligent or willful misconduct, the Rent shall abate in proportion to that part of the Premises that is unfit for use in Tenant's business. The abatement shall continue from the date the damage occurred until Landlord completes the repairs and restoration to the Premises or the part rendered unusable.

23. Eminent Domain.

- a. In the event that all or any part of the Building is taken in condemnation proceedings or by exercise of any right of eminent domain, Landlord shall be entitled to collect from the condemnor the entire award. Tenant shall retain its right to a separate award for its improvements, fixtures, and any relocation expenses. Both Parties agree to execute all further documents that may be appropriate to facilitate collection by Landlord of its awards.
- b. If, at any time during the Lease Term, title to the whole or materially all of the Premises is taken by exercise of the right of condemnation or eminent domain or by agreement between Landlord and those authorized to exercise such right, this Lease shall terminate and expire on the later of the date of possession by the condemnor or on the date title vests in the condemnor, and the Rent shall be apportioned and paid only to such date. For the purposes of section (a), above, "materially all of the Premises" shall be taken if the portion of the Premises not taken cannot, in the reasonable opinion of Tenant, be so repaired, restored, or replaced as to be suitable for the conduct of Tenant's operations in substantially the same manner as conducted on the Premises prior to the taking; or (b) "materially all of the Premises" shall be taken if the portion of the Premises not taken cannot, in the opinion of the Landlord, be so restored or repaired as to provide for the conduct of the business of Tenant and the other tenants in substantially the same manner as conducted on the Property prior to the taking and as a viable business enterprise.
- c. If, at any time during the Lease Term, title of any portion of the Premises is taken in the manner described in section (b), above, but the portion taken is less than materially all of the Premises, this Lease shall continue but the Rent thereafter

payable by Tenant shall be apportioned and reduced from the date of the partial taking by a fair and reasonable amount as determined by the Parties.

24. Subordination. The rights of Tenant under this Lease are subject and subordinate to all ground leases, and/or underlying leases, if any, now or hereafter in force against the Property, and to the lien of any mortgage or mortgages now or hereafter in force against such leases and or the Property.
25. Hazardous Materials. As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation: petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, or disposed of in or about the Premises.
26. Successors and Assigns. The covenants and agreements contained herein shall bind and inure to the benefit of the Landlord, its successors, and assigns, and the Tenant, its successors, and assigns subject, in the case of the Tenant, to the restriction on assignment and subletting contained in this Lease.
27. Unavoidable Delay. If either Party is delayed, hindered, or prevented from the performance of any act required hereunder by reason of Acts of God, strikes, lock-outs, labor troubles, inability to procure materials (including energy), casualty, inclement weather, restrictive governmental laws, orders, or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Lease, then performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this paragraph shall not operate to excuse Tenant from prompt payment of Rent or any other payments required by the term of this Lease.
28. Attorneys' Fees. If either Party brings an action against the other for the breach of any provision of this Lease, the unsuccessful Party shall pay to the prevailing Party its costs and reasonable attorneys' fees.
29. Property Rules. Tenant agrees to comply with property rules with respect to hours of operation, parking, signs, tenants' committees, security matters, and efficient management of the Building as are established by Landlord.
30. Entire Agreement. This instrument shall constitute the entire agreement between the Parties for the Premises. This Lease cannot be changed orally, but only by an agreement

in writing and signed by the Party against whom enforcement of any waiver, change, modification, or discharge is sought.

31. Counterparts. This Lease may be executed in counterparts and transmitted by facsimile by and to each of the Parties. Each such counterpart shall be deemed an original and all of them together shall constitute a single instrument.

32. Governing Law & Venue. This Lease shall be governed by the law of the State of New York. Any dispute which cannot be resolved by the good faith negotiations of the Parties, with or without voluntary mediation, may be resolved by legal action commenced only in a court of competent jurisdiction located in Oneida County, New York.

33. Conflicts. The Parties acknowledge that this Lease shall be void and unenforceable if entered into in violation of General Municipal Law §801 or New York State Education Law §410.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year above first written.

LANDLORD:

CITY OF ONEIDA

TENANT:

MADISON-ONEIDA BOCES

By: _____

By: _____
Richard Englebrecht
President,
Board of Education

ACKNOWLEDGMENTS

STATE OF NEW YORK

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COUNTY OF ONEIDA

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On the ____ day of _____, 2024, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK

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COUNTY OF ONEIDA

) SS.:

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On the ____ day of _____, 2024, before me, the undersigned, personally appeared **Richard Englebrecht** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

Premises and Common Areas