

RENTAL AGREEMENT

THIS IS A **RENTAL AGREEMENT**, entered into the **22nd day of June, 2022**, between the **FAIRPORT CENTRAL SCHOOL DISTRICT**, a municipal corporation organized and existing under the laws of the State of New York with its main office located at 38 West Church Street, Fairport, NY 14450, **OWNER ("DISTRICT")**, and, **Fairport Educators Association, A.F.L.-C.I.O. Union Local ("TENANT")**.
(an ASSOCIATION existing under the laws of the State of New York with its principal place of business located at 1 Dave Paddock Way, Fairport, NY 14450.

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WHEREAS the **DISTRICT** and **TENANT** wish to enter into an agreement whereby for various considerations, the **TENANT** shall be allowed to rent and use, subject to all of the following terms and conditions, certain portions of the premises known as the **Minerva Deland School** located at 140 Hurlburt Road, Fairport, NY 14450; and **WHEREAS** the District's Board of Education has determined by resolution that the premises subject to this agreement are not currently needed for school district purposes, that the rent provided for herein reflects the fair market value of the property and that this agreement is in the best interests of the District.

NOW, THEREFORE, the parties agree as follows:

I. **TERM**

Rental of the premises described herein shall commence on *July 1, 2022* and shall terminate on *June 30, 2023*, unless terminated as provided in this agreement.

II. **DESCRIPTION OF PREMISES TO BE RENTED AND INTENDED USE**

1. a) The premises to be rented under this Agreement consists of a space in Room 318 at Minerva Deland School. The room consists of approximately 124 square feet and desk/floor space for clerical in a shared common room.
- b) The **TENANT** intends to use the premises as its office.

III. **CONSIDERATION FOR USE OF PREMISES**

1. RENT

a.) Rent for the aforesaid premises shall be \$1.00 per annum. Rent shall be paid in a yearly installment of \$1.00 in advance on the first of the month of June.

b) Rent shall be paid to Fairport Central School District, c/o the Assistant Superintendent for Business, at 38 West Church Street, Fairport, NY 14450.

c) Rental payments include HEAT, ELECTRICITY, and WATER.

2. SECURITY DEPOSIT-

a.) No security deposit is required.

IV. **LIMITATION AS TO USE AND UPON SUBLETTING**

1. The premises to be used by TENANT shall be used solely for the purpose or purposes indicated in the above Intended Use clause and for the incidental purposes related thereto during the period of this Agreement.

2. TENANT shall make no additions, alterations or improvements to the premises without written permission from the District Board of Education or its designee, the Assistant Superintendent for Business. TENANT shall reimburse the DISTRICT for any damage, excepting normal wear and tear, to the premises resulting from the use of premises by TENANT, its employees or agents.

3. TENANT may not assign or sublease the premises to anyone else without the written permission of the DISTRICT'S representative, which shall not be unreasonably withheld.

V. **INDEMNIFICATION AND INSURANCE REQUIREMENTS TO BE PROVIDED BY TENANT:**

TENANT shall provide satisfactory evidence to the School District Clerk at 38 West Church Street, Fairport, NY 14450, of the existence of a public liability policy in the amount of \$1,000,000 combined single limit or \$500,000 bodily injury and \$100,000 property damage coverage. Further, the TENANT agrees to save the DISTRICT harmless and to indemnify it from

any liability for any damage resulting from the negligence or other actions of **TENANT**, its employees or agents.

VI. **TERMINATION OF AGREEMENT**

1. VIOLATION

In the event of the violation by **TENANT** of any clause of the Agreement, or condition contained herein, the **DISTRICT** shall have the right at the **DISTRICT'S** election to:

- a) Give three (3) days written notice to **TENANT** to correct any violations of the Agreement.
- b) To declare **TENANT** in violation of this Agreement and to terminate this Agreement. As a result of such violation, **TENANT** shall then vacate the premises within five (5) business days.
- c) To institute any necessary legal proceedings to evict the **TENANT** based upon the termination of the Agreement **TENANT'S** subsequent holding over and failure to vacate the premises.
- d) To recover cost of repairs, brokers fees, *reasonable attorney fees* and court costs and disbursements incurred in any legal proceeding brought by the **DISTRICT** to secure the removal of **TENANT** from the premises.

2. BALANCE OF RENT

If the Agreement is terminated, the balance of rent for the unexpired term shall be due and payable. The **DISTRICT** may re-rent the premises at its sole discretion.

3. EARLY TERMINATION DUE TO CHANGE IN DISTRICT NEEDS

The **DISTRICT** hereby reserves the right to cancel the Agreement upon thirty (30) days written notice to **TENANT** after a determination by the Board of Education of the **DISTRICT** that there has been some change that substantially affects the needs or requirements of the district or the community in which it is located.

VII. **NOTICE TO PARTIES**

Any notice mailed, addressed to **TENANT** at Minerva Deland School, 140 Hurlburt Road, Room 318, Fairport, NY 14450 or delivered to **TENANT**, shall be notice hereunder by the **DISTRICT**. Any notice mailed or delivered to the Assistant Superintendent for Business of the **FAIRPORT CENTRAL SCHOOL DISTRICT, 38 West Church Street, Fairport, New York 14450**, shall be notice hereunder by **TENANT**.

VIII. **MAINTENANCE AND REPAIR**

The **DISTRICT** shall be responsible for maintenance and repair within the rented premises except for cleanliness of tenant area, which shall be the responsibility of the **TENANT**.

TENANT will be charged for the cost of all labor and materials for all items of repair and maintenance necessitated by the actions of **TENANT**, its agents, servants, or employees and which are determined by the **DISTRICT** not to have been reasonable wear and tear.

IX. **RIGHT OF ENTRY**

The **DISTRICT** reserves the right to enter the rented premises at reasonable times during business hours or otherwise in the event of an emergency, for inspection, or for any purposes connected with the **DISTRICT'S** rights and obligations under this Agreement.

X. **CONTENTS OF AGREEMENT**

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

In Witness Whereof, the parties have executed this Agreement the ____ day of _____,
2022.

FAIRPORT CENTRAL SCHOOL DISTRICT

By:

Peter Forsgren, President, Board of Education

Date:

By:

Brett Provenzano, Superintendent of Schools

Date:

FAIRPORT EDUCATORS ASSOCIATION

By:

Susan Casement, President

Date:

