

Greater Opportunities for Broome and Chenango, Inc.
Head Start Program
Lease Agreement

LEASE made this July 10, 2023 between Bainbridge-Guilford School District, Bainbridge, New York, Lessor; and Greater Opportunities for Broome and Chenango, Inc. a non-profit corporation of Norwich, New York, Lessee; WITNESSETH:

1. The Lessor hereby leases and the Lessee hereby takes the following described rooms in the Greenlawn Elementary School: One classroom and one room to be used as office space. The Lessee will be allowed full egress and ingress to and from the aforementioned rooms. In addition, occasional use of other facilities may be made by the Lessee when approved by the building Principal.

2. The lease will be for a period running from September 1, 2023 and ending August 31, 2024. Lessee will not pay rent for the months of July and August during the period of the lease. The monthly rate for each occupancy month, September through June, will be \$400 a month, payable commencing on September 1, 2023. All lease payments shall be made payable to the Treasurer of Bainbridge-Guilford Central School District. The leased premises shall be used only for the operation of the Head Start Program for not more than seventeen children on Monday through Friday of each week, from 7:00AM to 4:30PM, during the time that Bainbridge-Guilford School District students are in attendance between September and June, and subject to the school calendar as well as emergency school closings. Additionally, the Head Start staff will have access to the Head Start classroom during weekday business hours, between August 21st and the first day of school.

3. The Lessee agrees to provide the following services:
- A. A separate telephone service at its own expense.
 - B. Preschool Head Start services for up to seventeen children.
 - C. All classroom equipment and supplies.
- The Lessor agrees to provide the following:
- A. Heating and electric and other necessary utility services.
 - B. Janitorial services.
 - C. Hot/cold water service.
 - D. Parking for up to five Head Start staff and one Head Start owned vehicle.

Additionally, the Lessor and Lessee will investigate coordination/shared use of other resources, including, but not limited to large motor play areas, training resources and transitioning activities. Use of additional facility resources will be initiated through mutual agreement by the Greenlawn School Principal and the Head Start Center Director.

4. The Lessor's building principal shall designate a portion of the playground area upon which Lessee may place play equipment. Use of the playground area assigned to Lessee will be at the discretion of the Lessee. However, such use shall be during such normal school hours only.

5. The Lessee will buy meals from the Lessor for each child in attendance on a daily basis at an amount not to exceed the school lunch prices set by the Bainbridge/Guilford Board of Education. The Lessor will provide meals for adults associated with the Lessee at the same rate charged to adult school employees. The Lessee will provide a refrigerator for snack storage. The area and equipment will be kept in a good state of cleanliness at all times.

6. The Lessee agrees to indemnify, save and hold harmless the Lessor from any and all claims; damages, attorney's fees, loss in cost for personal injury or property damage arising out of or in connection with the use of the leased premises and the personal property of the Lessor, and shall procure, at its own expense, public liability and property damage insurance with the Lessor being the named insured with \$1,000,000 liability limits for bodily injury and property damage for each occurrence (\$2,000,000 Aggregate) and provide the Lessor with certification of such insurance.

7. Upon the expiration of this Lease, or upon the termination for any other cause, the Lessee shall remove all equipment and personal property furnished by it and shall leave the premises and personal property of the Lessor in substantially the same condition as the same exists on the date of commencement of this lease, reasonable wear and tear by the use thereof excepted. Any redecoration of the leased rooms, including but not limited to, painting and refurbishing of the area, as required, will be paid for by the Lessee upon expiration of this lease.

8. The Lessor will designate a liaison person who shall handle all communication and negotiations between the Lessor and the Lessee.

9. Due to the nature of the occupancy of the Lessee, the building must meet certain licensing requirements, including those of the New York State Office of Children and Family Services. Modifications required that meet any and all license requirements will be the responsibility of and shall be paid for by the Lessee. No modifications or material alterations will be made without the consent of the Lessor obtained in writing. All modifications will be subject to required building inspection and licensing approvals.

10. This lease may be canceled any time within the lease period by either party by giving written notice of at least sixty (60) days prior to the effective date of cancellation.

11. This lease contains the entire understanding between the parties and the terms and provisions thereof may not be changed unless such change or amendment is in writing and signed by both parties and annexed hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals
the day and year first above written.

BAINBRIDGE-GUILFORD SCHOOL DISTRICT

BY: _____
Timothy R. Ryan, Superintendent
Bainbridge/Guilford School District

OPPORTUNITIES FOR CHENANGO, INC.

BY: _____
Mark Silvanic, Executive Director