

**RESOLUTION OF BOARD OF EDUCATION FOR
HOMER CENTRAL SCHOOL DISTRICT**

WHEREAS, the Homer Central School District (the “*District*”) has determined that the District needs additional administrative office space;

WHEREAS, Steven R. Cinquanti and Theresa L. Cinquanti (collectively, the “*Owners*”) own that certain parcel of real property located at 77 South West Street, in the Village of Homer, County of Cortland, State of New York containing an approximately 3,032 square foot professional office building (the “*Property*”); and

WHEREAS, the District Board of Education (the “*Board*”) has determined that the Property is an ideal location for the District’s administrative offices and that leasing the Property from Owners is in the best interests of the District;

WHEREAS, the District desires to lease the Property from the Owners upon such terms and conditions that the District shall deem appropriate and in the best interest, including, but not limited to the following requirements under New York Education Law §403-b: (i) the rent under the lease shall at be equal to or less than the fair market rental value of the Property; (ii) the term of the lease shall not exceed five (5) years; and (iii) the Lease shall not be effective until the approved by the New York State Commissioner of Education (collectively, the “*Lease Terms*”).

NOW, THEREFORE BE IT RESOLVED by the Board that:

1. The Board finds that the Property is currently needed for District purposes and leasing of the Property is in the best interest of the District.
2. The Board hereby authorizes the District to enter into a lease with Owners upon such terms and conditions that the Board determines to be in the best interests of the District, including, but not limited to the Lease Terms.
3. The Superintendent, and/or members of the Board, as appropriate or as otherwise required by law, are hereby authorized, empowered and directed to execute and deliver such documents and take all such action on behalf of the District as may be deemed necessary, appropriate or advisable to carry out the intent or purposes of the foregoing resolutions.
4. The execution, delivery and performance by the Superintendent of Schools, and/or the member of the Board, as appropriate or as otherwise required by law, for and on behalf of the District, of all such further instruments and documents required in connection with the lease of the Property, each in form and substance approved by the Superintendent, and/or the members of the Board, as appropriate or as otherwise required by law, his or her signature thereon being conclusive evidence of such approval, are hereby in all respects approved, adopted and authorized by and on behalf of the District.
5. The foregoing resolutions shall remain in full force and effect until a copy of a subsequent resolution revoking or amending them, duly certified by the proper officers of the Board, shall be made by the Board.
6. This resolution shall be effective immediately.

Moved by: _____ Seconded by: _____

Aye _____ Nay _____ Absent _____

Accepted April __, 2016

Homer, New York

COMMERCIAL LEASE

THIS COMMERCIAL LEASE (this "Lease"), made as of the ____ day of _____, 2016, is by and between **STEVEN R. CINQUANTI and THERESA L. CINQUANTI**, of 923 Alfred Lane, Homer, NY 13077 ("Landlord"), and **HOMER CENTRAL SCHOOL DISTRICT**, with offices at PO Box 500, 80 South West Road, Homer, NY 13077 ("Tenant").

WITNESSETH:

Landlord hereby leases to Tenant the following premises:

1. DESCRIPTION OF LEASED PREMISES: Being commercial property located at 77 South West Street, Village of Homer, County of Cortland, State of New York (Tax Map #76.32-01-02.000), being a professional building situate on a lot approximately 125 x 167, including the rentable space therein, parking and usual and customary means of ingress and egress, excepting the garage and approximately one half of the basement (the "Leased Premises").

2. TERM: For a term to commence June 1, 2016 and to end May 31, 2019. **The Tenant will have the option to extend the term to May 31, 2021 prior to the end date of May 31, 2019** (the "Term").

3. RENTAL: Primary Term: Tenant shall pay annual rental based on \$13.00 per square foot based on 3,032 of square feet, payable in equal monthly installments, in advance of each month. Any additional terms: Rent shall escalate by 7.5%.

4. ASSIGNMENT AND SUBLETTING: Tenant will not assign, mortgage, sublet or otherwise dispose of this Lease or the Leased Premises without the prior written consent of Landlord which consent will not be unreasonably withheld, conditioned and/or delayed.

5. REPAIRS: Tenant shall keep the interior of the Leased Premises general working condition, ordinary wear and tear excepted, including the plumbing, heating, lighting fixtures and equipment. However Landlord is responsible for replacing said mechanicals upon their reaching the end of their useful life, except any window units of air conditioners, if any, shall be tenant's responsibility.

6. MAINTENANCE: Tenant shall be responsible for maintenance of grounds, parking areas and sidewalks on the Leased Premises and for snow removal on the Leased Premises.

7. USE, SIGNS AND ALTERATIONS: Tenant may erect or display any signs on the Leased Premises on consent of Landlord which will not be unreasonably withheld. Tenant shall obtain any necessary code or village permits for signs. Tenant, with the consent of Landlord, may make non-structural changes, alterations, additions or improvements in, on or to the Leased Premises, necessary to use or occupy the Leased Premises, at its own cost and expense. Alterations undertaken by Tenant shall conform to all applicable laws and ordinances of the appropriate governmental authorities having jurisdiction over the Leases Premises.

8. FIRE AND OTHER CASUALTY: In case the Leased Premises are damaged by fire or other similar or dissimilar casualty, Tenant shall immediately give notice thereof to Landlord who shall thereupon cause such damage to be repaired, but if the Leased Premises be so damaged as to be wholly un-tenantable, as determined in the sole discretion of either party, the term shall cease and the rent shall be adjusted pro rata as of the date of such damage; in case such damage to the Leased Premises shall be only partial and a reasonable portion thereof shall, during the period of repairs, be fit for occupancy by Tenant for the purpose for which said Leased Premises are leased, then the rent shall be equitably apportioned and paid for the part so fit for occupancy; no claim shall be made by Tenant against Landlord in case for compensation or damages by reason of interruption of Tenant's business as the result of any such damage to the Leased Premises, or arising from the necessity of repairing any portion of the building as herein provided. If this Lease is not terminated as provided in this paragraph, or the repair(s) required to be performed by Landlord is not substantially complete one (1) year following the fire or other casualty, Tenant shall have the right, by written notice to Landlord within ten (10) days following the end of the one (1) year period, to terminate this Lease effective the date which is thirty (30) days following the date of its notice and the Term shall expire on that date.

9. LANDLORD'S RIGHT TO INSPECT OR REPAIR: Tenant agrees that Landlord and his/her agents or other representatives shall have the right to enter the Leased Premises upon at least twenty four (24) hour prior written notice and when accompanied by a representative of Tenant, and in accordance with all of Tenant's safety/security protocols, at reasonable hours for the purpose of examining them or making such repairs or alterations as may be necessary to make them safe and to preserve them.

10. LANDLORD'S RIGHT TO SHOW AND ADVERTISE PREMISES: Tenant agrees to permit Landlord or Landlord's agents to show the Leased Premises to persons wishing to hire or purchase the Leased Premises beginning sixty (60) days before the expiration of the primary or any extended terms, upon at least twenty-four (24) hour prior written notice to the Tenant and when accompanied by a representative of Tenant, and in accordance with all of Tenant's safety/security protocols, at reasonable hours.

11. UTILITIES: Tenant shall pay for its utilities including water/sewer during the term of this Lease and of any renewal or extension of this Lease, and for any other substances used for heat or light.

12. SUBORDINATION TO MORTGAGES: This Lease is and shall be subject and subordinate to any mortgage or mortgages which shall at any time be placed upon the Leased Premises; provided, however, that any subordination with respect to a future encumbrance is subject to Landlord obtaining and delivering to Tenant, a non-disturbance agreement on such lender's standard form, subject to Tenant's reasonable modifications thereto. Tenant shall execute upon request such instruments as are necessary to reflect subordination. Notwithstanding anything contained herein to the contrary, Landlord shall, at the request of Tenant, use commercially reasonable efforts to obtain from the holder of any present encumbrance in effect on the date hereof, for the benefit of Tenant, such holder's standard subordination, non-disturbance and attornment agreement, and which is reasonably acceptable to Tenant.

13. TERMINATION ON DEFAULT AND RIGHTS OF LANDLORD: In the event of any default after ten (10) days' notice from Landlord to Tenant in the payment of said rent or in the observance or performance by Tenant of any of the material terms of this Lease, and such failure

continues for ten (10) days after written notice from Landlord to Tenant specifying the failure, Tenant shall be deemed in material default and Landlord shall be entitled to all rights in law, equity and this Lease.

14. INDEMNITY: The Tenant shall assume responsibility for and hold Landlord harmless and defend and indemnify the Landlord from all liabilities, loss to persons or property (including claims for injuries to employees of the Tenant or the Landlord), expenses, reasonable attorneys' fees, damages, claims and judgments arising from or growing out of the actionable acts or omissions of the Tenant, its agents or employees, solely or in conjunction with a third person, when incidental to Tenant's maintenance and use of the Leased Premises, unless caused by the negligent acts or misconduct of Landlord, its agents, employees, or contractors.

15. INSURANCE: Tenant shall obtain and submit to Landlord insurance policies naming Landlord as Additional Insured (or certificates) for liability in form reasonably satisfactory to Landlord and shall keep such insurance in effect during the term of this Lease. Tenant shall insure its contents, obtain business insurance & document—hardware/software insurance to Tenant's satisfaction. Landlord shall insure the Leased Premises for fire and casualty in amounts satisfactory to Landlord.

16. EMINENT DOMAIN: If the whole or such substantial part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then and in that event the term of this lease shall cease and terminate from the date of title vesting in such proceeding or upon delivery of deed to the condemning authority, and Tenant shall have no claim against Landlord or to any award in such proceeding or consideration paid by said authority, or any part of any such award or compensation, all claims thereto or interest therein being hereby waived by Tenant. Notwithstanding the foregoing, Tenant will have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of (i) any and all costs or loss (including loss of business) that Tenant incurs in removing Tenant's furniture, fixtures, leasehold improvements, and equipment to a new location, (ii) the taking of personal property and fixtures owned by Tenant, (iii) any loss of goodwill, and (iv) the value of Tenant's leasehold estate; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's right to prosecute its claim against the condemning authority.

17. NOTICES: All notices required or agreed to be given hereunder by either party shall be in writing and shall be served by registered or certified mail, return receipt requested, or by a reputable national overnight courier service (e.g., FedEx, UPS, DHL), postage prepaid, addressed to the parties at their addressed set forth above. Either party may by notice given in the aforesaid manner change its address for all subsequent notices. Notices sent by certified mail, postage prepaid, shall be effective three business days after deposit in the United States mail; all other notices shall be effective upon deliver to the address of the addressee. If any notice is sent to Landlord, a courtesy copy shall be sent to Riehlman Shafer & Shafer, Matthew R. Neuman, PO Box 430, 397 NYS Route 281, Tully, NY 13159. If any notice is sent to Tenant, a courtesy copy shall be sent to Harris Beach PLLC, 99 Garnsey Road, Pittsford, New York 14534, Attn: Michael E. Condon, Esq.

18. QUIET ENJOYMENT: Upon Tenant paying the above specified rental and performing and complying with all the terms, conditions and covenants aforesaid, Tenant shall and may peacefully have, hold and enjoy the Leased Premises for the term aforesaid.

19. DAMAGES, ATTORNEYS' FEES: In the event of a breach of the terms of this Lease on the part of either party, the breaching party shall pay to the other party costs and reasonable attorneys' fees in addition to all other legal and equitable damages.

20. BINDING EFFECT: The covenants and conditions herein contained, subject to the provisions as to assignment, shall apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties to this Lease; and all of the parties to this Lease shall be jointly and severally liable under this Lease.

21. ADDITIONAL PROVISIONS: Landlord shall leave at the Leased Premises certain pieces of furniture, appliances and wall hangings for Tenant's use, which items of personal property shall be returned to Landlord upon termination of the Lease in the same condition, less ordinary wear and tear.

22. COUNTERPARTS: The parties may execute this Lease in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. For all purposes, a facsimile or other electronic version (e.g., a pdf) of this executed Lease is deemed to be an original.

[Signature page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease agreement the day and year first above written.

Landlord:

STEVEN R. CINQUANTI

THERESA L. CINQUANTI

Tenant:

HOMER CENTRAL SCHOOL DISTRICT

By: _____

STATE OF NEW YORK

COUNTY OF _____ SS.:

On the _____ day of _____, 2016, before me, the undersigned, a notary public in and for said State, personally appeared **Steven R. Cinquanti and Theresa L. Cinquanti**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s)l, or the person upon behalf of which the individual(s)l acted, executed the instrument.

Notary Public
Commission Expires

STATE OF NEW YORK

COUNTY OF _____ SS.:

On the _____ day of _____, 2016, before me, the undersigned, a notary public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s)l, or the person upon behalf of which the individual(s)l acted, executed the instrument.

Notary Public
Commission Expires