

**TOWN OF SUDBURY**

**LEASE AGREEMENT**

**ARTICLE I: SUMMARY**

1.1 Key Terms

DATE OF LEASE: August 28, 2017

LANDLORD: SUDBURY PUBLIC SCHOOLS

LANDLORD'S ADDRESS: Sudbury Public Schools  
40 Fairbank Road  
Sudbury, MA 01776

TENANT/LESSEE: SUDBURY EXTENDED DAY, INC.

TENANT/LESSEE'S ADDRESS: Sudbury Extended Day, Inc.  
327 Concord Road  
Sudbury, MA 01776

BUILDING(S): The school buildings in the Town of Sudbury known as the Haynes Elementary School, Loring Elementary School, Nixon Elementary School, Noyes Elementary School and Curtis Middle School.

PREMISES: The specific areas within the Buildings, which shall be shared and used non-exclusively by Tenant in cooperation with Landlord, as set forth in Section 2.1

RENT: As set forth in Section 4.1 below

**ARTICLE II: PREMISES**

2.1 Premises. Landlord does hereby demise and lease unto Tenant the Premises, as described in Section 1.1 above and as further set forth in the Request for Proposals issued by the Sudbury Public Schools, which is incorporated herein and made a part hereof. Landlord shall have the right to make revisions to the Premises throughout the Term of the Lease upon two weeks advance written notice to Tenant, and in such event will provide alternate, reasonably suitable space for Tenant to conduct its programs.

The Premises are delivered to Tenant and Tenant accepts the Premises in their present

condition, "AS IS," it being agreed that Tenant has had an opportunity to examine and inspect the Premises in all respects, that Landlord has made no representations or warranties of any kind with respect thereto.

2.2 Permitted Use. Tenant shall use the Premises solely for the purpose of Before School and After School Structured Care Program for Elementary School Students and After School Structured Care Program for Middle School Students (collectively, "the Program"), who are Sudbury residents in grades K-8 or non-resident students in grades K-8 enrolled in Sudbury Public Schools (the "Permitted Uses"), in accordance with the terms, conditions and limitations set forth in the RFP. Lessee's operation of a Program consistent with the Permitted Use is subject to approval by Landlord.

2.3 Hours of Operation. Lessee shall operate its Program during the hours set forth in the RFP during each school year this Lease is in effect. Any operation of the Program outside of the Hours of Operation, including during designated school holidays and vacation weeks, must be approved in advance by the Sudbury Public School's Director of Business and Finance. The Lessee shall not operate when Sudbury Public Schools are closed due to inclement weather. Landlord reserves the right, in its discretion, to modify the hours of operation of the Program consistent with the Schools operations and educational programs.

Landlord acknowledges and assents to Lessee's use of the Premises to provide extended Program time on early release days as follows:

**Elementary Schools:** The hours will be from 12:15 – 6:15 PM for Lessee's staff members, with program participants present from 12:45 – 6:15 PM.

**Middle School:** The hours will be from 11:30 AM – 6:15 PM for Lessee's staff members, with program participants present from 12:00 – 6:15 PM.

As specified in the RFP, Lessee can use the Premises for its Program during school vacation days. (See Section 4.i., page 15.) By way of clarification: The term "vacation day" also includes the scheduled school holidays, during which time the Program will operate in accordance with the vacation day schedule set forth in the RFP.

2.4 Mutual Cooperation and Shared Use. Notwithstanding anything to the contrary in this Lease, Tenant will operate its Program on a shared basis with Landlord and other users of the Buildings within which it operates. Landlord and Tenant will mutually respect these shared uses and each agrees to reasonably cooperate with and make reasonable efforts to make any necessary day to day adjustments to the extent reasonably practicable. Should challenges or disputes arise related to mutual cooperation and shared use of the Premises, the parties agree to discuss the situation on a reasonably timely basis. Notwithstanding the foregoing, it is agreed that the educational programs conducted by Landlord and/or the building principals shall take primacy over and supersede any uses by Tenant under this Lease, in which event the Parties hereto shall reach a mutually agreeable resolution regarding the scheduling of any such educational programs. Tenant shall, however, have primacy over non-educational programs, consistent with the Permitted Use and during the Hours of Operation, and unrelated third-parties that may seek use of the Premises. For the purpose of coordinating shared use of the Buildings, the principal in each school will be the primary contacts for Landlord. Tenant's Executive Director will be the primary contact for Tenant.

### ARTICLE III: TERM OF LEASE

3.1 Term. This Lease shall commence two business days prior to the first day of school at each of the Premises, 2017 (the "Commencement Date") and expire three business days after the last day of school, 2020 (the "Initial Term"), with the option to extend the term of the Lease for two (2) additional one (1) year terms (each, an "Extension Term"), for a total maximum term of five (5) school years, by giving Landlord written notice thereof sixty (60) days prior to the expiration of the then current term, subject, however, to Landlord's agreement to extend the Lease, in its sole discretion. The Initial Term and, if exercised, all Extension Terms, are referred to herein as the "Term." A "Lease Year" shall be consistent with the school year for Sudbury Public Schools plus two business days before and three business days following the expiration thereof.

### ARTICLE IV. RENT

4.1 Payment of Rent. Tenant covenants and agrees to pay Landlord, without notice or demand therefor and without any deduction or set-off whatsoever, except as expressly otherwise provided herein, the "Base Rent" as such term is defined below, and Tenant shall pay additional rent for use of the Premises outside the Hours of Operation permitted herein in accordance with the terms of the RFP.

4.2 Base Rent. Commencing on the Commencement Date, Tenant shall pay a base rent in the amount of Sixty Thousand Dollars (\$60,000) per Lease Year, to be paid in nine equal monthly installments over the course of the school year, during the Term of this Lease (the "Base Rent"). If the Commencement Date shall be on any day other than the first day of a calendar month, Base Rent and other charges for such month shall be prorated on a per diem basis. Base Rent shall increase automatically each Lease Year thereafter, on the anniversary of the Commencement Date, in accordance with the following Rent Schedule:

Year 2: \$72,000

Year 3: \$84,000

Extension Terms, if option exercised

Year 4: \$87,360

Year 5: \$90,854

4.3. General Rent Provisions. Rent shall be payable by Tenant to Landlord monthly in advance on the first day of each month during the Term of this Lease. All Rent and other payments required to be made by Tenant to Landlord under this Lease shall be paid by check made payable to the "Town of Sudbury" and delivered to Landlord at the address set forth above, or at such other place as Landlord may from time to time direct by written notice to Tenant.

4.4. Interest. All payments becoming due under this Lease and not paid when due shall bear interest from the applicable due date until received by Landlord at an annual rate equal to the prime rate of interest charged from time to time by Bank of America or its successor, plus two percent (2%).

#### ARTICLE V: UTILITIES

5.1. Delivery of Utilities. Landlord agrees to provide and pay for the ordinary use of all utilities to the Premises and for the general maintenance of the Premises.

5.2. Additional Utilities. In the event Tenant requires additional utilities or equipment, all costs incurred in connection therewith, including installation, maintenance and repairs of the same, shall be Tenant's sole obligation, provided that such installation shall be subject to the prior written consent of Landlord and shall be installed in conformity with plans and specifications provided by Tenant and approved by Landlord, said consent not to be unreasonably withheld.

5.3. Tenant Not to Exceed Capacity of Feeders or Wiring. Tenant covenants and agrees that at all times it will exercise best efforts to ensure that its use of electric current shall never exceed the capacity of the feeders to the Premises or the wiring installations therein.

#### ARTICLE VI: ALTERATIONS AND ADDITIONS

6.1. Construction of Improvements. No capital and/or structural alterations or improvement can be made to the Premises by Tenant, and while Landlord may in its sole discretion make capital improvements to the Premises, Landlord makes no promise to do so hereunder. In the event that Landlord makes such capital and/or structural improvements during the Lease term, Landlord will provide reasonably suitable, alternate space for Tenant to conduct its Program.

6.2. Ownership of Improvements. All structural and/or capital alterations and additions to the Premises shall become the exclusive property of Landlord upon completion. All personal property of the Tenant removable without damage to the Premises shall remain the exclusive property of Tenant.

## ARTICLE VII – USE OF PREMISES

7.1 Permitted Uses. Tenant shall use the Premises solely for the Permitted Uses. Tenant shall keep the Premises in good order, reasonable wear and tear and damage by fire or other casualty only excepted, and shall not commit or permit Tenant's employees, agents or invitees to commit waste to the Premises. Tenant agrees not to erect any signs on the Premises, including the exterior of the Building, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

7.2 Compliance with Laws, Regulations, and Codes. Tenant acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, offensive, or contrary to any federal, state or local law, regulations, codes and ordinances, including, but not limited to, those that relate to health and safety and those of the Board of Fire Insurance Underwriters.

7.3 Compliance with Landlord's Rules and Regulations. Tenant and Tenant's employees, agents, invitees and licensees shall observe and comply with all reasonable rules and regulations as established from time to time by Landlord with respect to the manner of conducting business in the Premises and the upkeep and the use of the Premises.

7.4 Assignment and Subleasing. Tenant shall not assign, sublet, underlet, mortgage, pledge or encumber (collectively referred to as "Transfer") this Lease without Landlord's prior written consent, which may be withheld in Landlord's sole discretion. Consent by Landlord, whether express or implied, to any Transfer shall not constitute a waiver of Landlord's right to prohibit any subsequent Transfer; nor shall such consent be deemed a waiver of Landlord's right to terminate this Lease upon any subsequent Transfer. As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of Tenant's interest in the Lease by operation of law.

## ARTICLE VIII – MAINTENANCE

8.1. Tenant's Responsibility. During the Term of this Agreement, the cost of trash removal is included in the Rent as long as the trash generated by Tenant is an ordinary amount consistent with regular daily operations of a child care program. In the event, however, that Tenant's Program generates an unusual amount of trash and debris, over and above the amounts produced during ordinary operations, Tenant shall bear the cost for the removal of such trash and debris. All trash generated by Tenant's Program shall be properly discarded in receptacles designated by the Landlord at the conclusion of each program day. Tenant shall ensure all materials, equipment, supplies, and any other property utilized by Tenant in carrying out its programs are cleaned up and stored at the conclusion of each program day in designated storage areas within the Premises. In the event that Tenant fails to so keep the Premises in an orderly fashion with property stored during non-program hours as required, Landlord shall notify Tenant of such failure and, if necessary, shall take steps toward termination of this Agreement pursuant to Article XII, below. If Tenant does not so cure in accordance with the terms of Article XII, Landlord may elect to cure, the cost of which shall be paid by Tenant upon demand, and

Landlord may terminate this Agreement for cause. Upon expiration or earlier termination of this Agreement, Tenant shall remove all of its materials, equipment, supplies, and any other property utilized by Tenant in carrying out its programs and surrender the Premises to the Landlord in the same condition in which it existed as of the date of this Agreement (except for damage or other changed conditions not caused by or arising from Tenant's use, acts or omissions, or the acts and omissions of any of its agents, employees, volunteers, invitees, Tenants, and assigns), subject to reasonable wear and tear, and condemnation and casualty not resulting from the acts or omissions of Tenant or any of its agents, employees, volunteers, invitees, Tenants, or assigns. This provision shall survive the termination or expiration of this Lease.

8.2 Landlord's Responsibilities. Landlord is responsible for maintaining the Premises in working order, including maintenance of the following for each Building listed in the RFP: walls, heating system, ventilation system, building front, exterior doors, interior doors and windows (unless damaged or otherwise in a state of disrepair as a result of willful act or negligence of Lessee or one of its invitees, licensees, assignees, sublessees members, or staff), plumbing and sewage pipes and systems within the building (including the Premises), electrical outlets and systems, wiring, switches, circuit panels, and sprinkler systems. Landlord will perform any necessary repairs to the Premises.

Landlord recognizes that Lessee must meet Massachusetts licensing requirements to conduct its child care Program, and Landlord hereby agrees to provide suitable leased space that is reasonably safe, clean, of adequate size, comfortable, free from hazards such as lead paint, and equipped with working bathroom and washing facilities; further, Landlord acknowledges that it must provide space that reasonably allows Lessee to comply with Massachusetts law, specifically those standards for licensure and operation of child care programs found in 606 CMR 7.00.

8.3 No Obligation of the Landlord. Except as otherwise expressly provided herein or in the RFP, Landlord shall in no event be required to make any alterations, restoration, replacements, changes, additions or improvements to the Premises during the Term of this Lease. Landlord acknowledges and consents that the Premises must at all times be maintained in a condition suitable for a child care facility.

## ARTICLE IX: INDEMNIFICATION; RELEASE

9.1. Indemnification. Tenant, shall, during the term hereof, defend, indemnify and save harmless Landlord from and against all claims, expenses or liability of whatever nature arising from: (a) the failure of Tenant to comply with any of the terms hereof, and (b) any accident, injury or damage whatsoever, however caused, to any person, or to the property of any person, in or about the Premises, or arising from any accident occurring outside the Premises but within the general area of the Premises, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence on the part of any of the Lessee Parties (including indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, including attorneys' fees, and the defense thereof with counsel acceptable to Landlord or counsel selected by an insurance company which has accepted liability for any such claim).

9.2. Release. Except as otherwise set forth in this Agreement to the maximum extent this Lease may be made effective according to law, Tenant agrees to use and occupy the Premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to personal property of Tenant or to the personal property of any person claiming by, through or under Tenant. Without limitation, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or those claiming by, through or under Tenant, for any loss or damage to personal property belonging to Tenant or those claiming by, through or under Tenant, its or their property from the breaking, bursting, stopping or leaking of electric cables and wires, and water, gas or steam pipes.

The provisions of this Article shall survive any termination of this Lease.

#### ARTICLE X: INSURANCE

10.1. Landlord's Insurance. During the Term of this Lease, Landlord agrees to maintain a policy of insurance upon the Premise, with such deductibles as Landlord deems advisable, insuring against fire and the risks covered by extended coverage endorsements.

10.2 Tenant's Insurance. Tenant shall obtain and keep in force at its own expense so long as this Lease remains in effect and thereafter so long as Tenant, or anyone claiming by, through or under Tenant, uses or occupies the Premises or any part thereof, policies of insurance for the benefit of such parties, in the amounts, and in the manner and form set forth in this Section; provided, however, that amounts of insurance coverage may from time to time be increased. Tenant shall furnish certificates evidencing each such insurance coverage to Landlord prior to the execution of this Lease (to the extent such insurance is appropriate at such time) and providing that the insurer shall give Landlord written notice at least thirty (30) days in advance of any termination, expiration or any and all changes in coverage. The kinds and amounts of such insurance coverage shall not be less than the kinds and amounts designated herein, and Tenant agrees that the stipulation herein of the kinds and minimum amounts of insurance coverage, or the acceptance by Landlord of Certificates of Insurance indicating the kinds and limits of coverage shall in no way limit the liability of Tenant to any such kinds and amounts of insurance coverage.

(a) General Liability Insurance: A Comprehensive General Liability policy on an occurrence basis endorsed to include broad form comprehensive general liability with a combined single limit of liability of not less than \$1,000,000.00. The policy shall name Landlord and the other Landlord Parties as additionally insured parties. While Tenant's Comprehensive General Liability insurance policy shall name Landlord or its successors and assignees as additional named insureds, Landlord shall be covered only as to liability for the negligence, acts or omissions of Tenant, and thus naming Landlord as an additional insured shall not mean that liability for the negligence, acts or omissions of Landlord is covered by Tenant's insurance policy.

(b) Worker's Compensation Insurance: Tenant shall provide Workers' Compensation Insurance required by law and the Employer's Liability insurance for at least the amounts of liability for bodily injury by accident of \$500,000.00 each accident; bodily injury by disease each employee of \$500,000.00; and bodily injury by disease policy limit of \$500,000.00, or such

greater amount as may be required from time to time by the laws of the Commonwealth of Massachusetts.

(c) **Umbrella/Excess Liability Insurance:** An Umbrella/Excess Liability insurance policy on an occurrence basis “following form” of the primary coverage with a limit of liability of \$4,000,000.00. The Umbrella/Excess Liability insurance policy shall include but not be limited to the following coverages for bodily injury, property damage and personal injury: (i) Premises - Operations Liability; (ii) Contractual Liability; (iii) Automobile Liability for owned, non-owned and hired vehicles. Landlord and the other Landlord Parties shall be named as additional insured. While Tenant’s Umbrella/Excess Liability insurance policy shall name Landlord or its successors and assignees as additional named insureds, Landlord shall be covered only as to liability for the negligence, acts or omissions of Tenant, and thus naming Landlord as an additional insured shall not mean that liability for the negligence, acts or omissions of Landlord is covered by Tenant’s insurance policy.

10.3 **Increases.** Landlord shall have the right to require Tenant to increase the limits of the insurance set forth in Section 10.2 when, during the term of this Lease, minimum limits of liability insurance commonly and customarily carried on properties comparable to the Premises by responsible owners or tenants are more or less generally increased, it being the intention of this sentence to require Tenant to take account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Premises.

10.4 **Personal Property.** Tenant agrees that Landlord shall have no responsibility or liability for any loss or damage or injury to from any cause whatsoever, including theft or otherwise of personal property of Tenant. Tenant agrees that it shall continuously keep its personal property from time to time located in, on or about the Premises, insured by reputable, duly licensed insurance companies against loss or damage by fire with the usual extended coverage endorsements. Within a reasonable time after Tenant enters the Premises, no less often than annually thereafter, and at any other time upon the request of Landlord, Tenant shall furnish to Landlord evidence of such continuous insurance coverage satisfactory to Landlord. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

10.5 **General Requirements.** Landlord shall be named as an additional insured on all insurance policies. While Tenant’s insurance policies shall name Landlord or its successors and assignees as additional named insureds, Landlord shall be covered only as to liability for the negligence, acts or omissions of Tenant, and thus naming Landlord as an additional insured shall not mean that liability for the negligence, acts or omissions of Landlord is covered by Tenant’s insurance policies. All required insurance shall be written with such companies qualified to do business in Massachusetts, as Tenant shall select and Landlord shall approve, which approval Landlord agrees not to withhold unreasonably.

Tenant hereby waives any and all rights of recovery which it might otherwise have against Landlord, its agents, employees and other persons for whom Landlord may be responsible for any loss or damage to Tenant’s property on the Premises which are either required to be insured under the terms of this Lease or which Tenant, in the absence of any such requirement, elects to insure, notwithstanding that the loss or damage may result from the



negligence, willful act or default under the terms of this Lease by Landlord, its agents, employees, contractors, or other persons for whom Landlord may be responsible.

#### ARTICLE XI: CASUALTY; EMINENT DOMAIN

(a) For the purposes of this Article XI, "substantial part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially and adversely affect Tenant's ability to use of the Premises for the Permitted Uses.

(b) If a substantial part of the Premises shall be destroyed or damaged by fire or other casualty, or if a substantial part of the Premises shall be taken by any public or quasi-public agency or authority other than Landlord for any public or quasi-public use under governmental law or by right of eminent domain and the taking would materially interfere with the use of the Premises for the Permitted Uses, then this Lease shall terminate at the election of either Landlord or Tenant. Any such termination shall be effective thirty (30) days after the date of notice thereof.

(c) If any part of the Premises is damaged by fire or other casualty or is taken by a public authority and this Lease is not terminated by Landlord or Tenant as provided above, Landlord shall repair and restore the Premises, or what remains thereof in the case of a partial taking, to their condition prior to such damage, destruction, or taking. Landlord shall make such repairs within a reasonable time, to the extent of its insurance proceeds and consistent with the Landlord's budgetary, appropriation and borrowing requirements and its obligation to comply with legal requirements relating to public building projects and public procurement.

(d) In the event of a taking by eminent domain, Landlord shall have, and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Premises and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage. Tenant covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings a claim for the value of any of Tenant's usual trade fixtures installed in the Premises by Tenant at Tenant's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable hereunder by Landlord from the taking authority.

#### ARTICLE XII: TERMINATION; DEFAULT; SURRENDER

12.1 Default. It shall be an event of default if:

(a) Tenant shall default in the payment of Rent or any other sum herein specified and such default shall continue for thirty (30) days after written notice thereof;

(b) Tenant fails to maintain the insurance in the types and/or types set forth herein and the same is not cured within ten (10) after written notice thereof;

(c) Tenant shall fail to perform or comply with any of the other terms, covenants or conditions in this Lease and such failure shall continue for a period of forty-five (45) days after written notice from Landlord to Tenant specifying the items in default, or in the case of a default or a contingency which cannot with due diligence be cured within such forty-five (45) day period, within such additional time reasonably necessary provided Tenant commences to cure the same within such forty-five (45) day period and thereafter pursues the curing of such default with diligence (but in no event shall such additional period exceed ninety (90) days, or any shorter period, if specified herein); or

(d) the occurrence of any of the following events: (i) the making by Tenant of any general arrangement or assignment for the benefit of creditors; (ii) Tenant's becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days; provided, however, in the event that any provision of this paragraph (c) is contrary to any applicable law, such provision shall be of no force, and not affect the validity of the remaining provisions.

12.2. Remedies. Upon the occurrence of an event of default, Landlord shall have the right thereafter, while such default continues, to declare the Term of this Lease ended, and remove Tenant's effects, without prejudice to any other remedy which may be available to Landlord. To the extent permitted by law, Tenant shall indemnify Landlord against all payments which Landlord may incur by reason of such termination during the residue of the Term. If Tenant shall default after reasonable notice thereof, in the observance or performance of any conditions or covenants on Tenant's part to be performed or observed by virtue of any of the provisions of any article of this Lease, Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant.

Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that Landlord shall be entitled to recover from Tenant all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease from and after Tenant's default.

12.3 Injunctive Relief. In the event of any breach or threatened breach by Tenant or Landlord of any of the agreements, terms, covenants or conditions contained in this Lease, the other party shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

12.4 Remedies Cumulative. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

12.5 Termination without Cause. In the event that Landlord determines, after consultation with Tenant, that before/after school care is no longer necessary or desired at one or more of the Buildings, Landlord may, upon 90 days written notice to Tenant, terminate this Lease, provided that if such notice is given during a school year, the termination shall be effective at the end of the of the school year in which such notice is provided, and further provided that, if appropriate, the terms of this Agreement will be modified via good faith negotiations to adjust for any cessation of use of one or more of the five Buildings set forth in the RFP.

12.6 Surrender. (a) Tenant, on the last day of the Term, or upon any earlier termination of this Lease, shall quit and peacefully surrender and deliver the Premises to the possession and use of Landlord without delay and in good order, condition and repair (excepting only reasonable wear and tear and damage from a taking or from a fire or other casualty).

(b) Tenant shall remove from the Premises all personal property within thirty (30) days after the expiration or earlier termination of this Lease and shall repair at Tenant's sole cost any damage to the Premises caused by such removal, unless Landlord permits such property to remain. Tenant shall, at its expense, repair any and all damage to the Premises resulting from or caused by the removal of such property.

### ARTICLE XIII: MISCELLANEOUS

13.1. Changes in Lease. None of the covenants, agreements, provisions, terms and conditions of this Lease shall in any manner be changed, altered, waived or abandoned except by a written instrument signed, sealed and mutually agreed upon by all the parties hereto, and approved as required by law. Such instrument shall not be void for want of consideration.

13.2. Quiet Enjoyment. Landlord hereby warrants and covenants that, subject to all terms and conditions of this Lease, and so long as Tenant is not in default under this Lease, and subject to Landlord's shared use of the Premises, Tenant shall have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of Landlord, or by any other person(s) for whose actions Landlord is legally responsible, or by any person claiming by, through or under Landlord, except as herein provided.

13.3. CORI Forms. If Tenant will have unsupervised contact with children, as reasonably determined by Landlord, all of Tenant's agents, employees, volunteers, invitees, Tenants, and assigns who may enter upon the Premises or other property of Landlord shall be subject to a criminal background check (CORI) to the fullest extent required by applicable

Massachusetts laws and regulations. To the fullest extent permitted by law, Tenant shall not allow or suffer the presence of any such agents, employees, volunteers, invitees, Tenants, and assigns on, in or about the Premises or any other property of Landlord whose background check reflects any prior criminal convictions, or whose background check reveals any activity that would cause a reasonable person to be concerned about such person having unsupervised conduct with children. Notwithstanding Landlord's involvement with any background checks (or lack thereof), Tenant shall remain responsible for the acts and omissions of all its agents, employees, volunteers, invitees, Tenants, and assigns. Notwithstanding anything to the contrary in this Agreement, any failure of Tenant to comply with the forgoing CORI provisions shall result in immediate termination of this Lease by Landlord.

13.4. Holding Over. If Tenant or anyone claiming under Tenant shall remain in possession of the Premises or any part thereof after the expiration of the term hereof, without any agreement in writing between Landlord and Tenant with respect thereto, the person remaining in possession shall be deemed a tenant at sufferance. After acceptance by Landlord of any payments made under this Lease, the person remaining in possession shall be deemed a tenant from month-to-month, subject to the provisions of this Lease insofar as the same may be made applicable to a tenant from month-to-month, which occupancy or use may at any time be terminated by either party by one (1) month's written notice to the other party.

13.5. No Waiver. No failure by either Landlord or Tenant to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by either Landlord or Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver by Landlord or Tenant of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

13.6. Severability. If any provision of this Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.

13.7. Binding Agreement; Covenants and Agreements; Governing Law; Personal Liability. This Lease shall bind and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. All covenants, agreements, terms and conditions of this Lease shall be construed as covenants running with the land. This Lease contains the entire agreement of the parties and may not be changed or modified except by a written instrument in accordance with the provisions herein. This Lease shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of those laws shall not be deemed waived by any provision of this Lease.

No mention in this Lease of any specific right or remedy shall preclude Landlord or Tenant from exercising any other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either in law or in equity.

No official, employee or consultant of the Town of Sudbury shall be personally liable to Tenant or any partner thereof, or any successor in interest or person claiming through or under Tenant or any such partner, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Lease or any amendment or extension entered into pursuant hereto.

13.8. Notice. Any and all notices, demands, requests, approvals, or other communications or documents required to be given, delivered or served, or which may be given, delivered or served, under or by the terms and provisions of this Lease or pursuant to law or otherwise, shall be in writing and shall be delivered by hand, nationally recognized overnight express commercial service such as "Federal Express" (in either case with evidence of delivery or refusal thereof) or by registered or certified mail, return receipt requested, addressed if to Tenant to:

Suzie Komblum, Director  
Sudbury Extended Day  
P.O. Box 696  
Sudbury, MA 01776

with a copy to:

Elizabeth S. Reinhardt, Esq.  
676 Elm Street, Ste. 300  
Concord, MA 01742

or to such other address as Tenant may from time to time designate by written notice to Landlord, or if to Landlord addressed to:

Sudbury Public Schools  
40 Fairbank Road  
Sudbury, MA 01776  
ATTN: Superintendent

with a copy to: Town of Sudbury  
278 Old Sudbury Road  
Sudbury, MA 01776  
ATTN: Town Manager

or to such other address as Landlord may from time to time designate by written notice to Tenant, or to such other agent or agents as may be designated in writing by either party. The earlier of: (i) the date of delivery by overnight express commercial service, or (ii) the date of delivery or upon which delivery was refused as indicated on the registered or certified mail return receipt shall be deemed to be the date such notice or other submission was given.

13.9. Landlord's Liability. Notwithstanding anything in this Lease to the contrary, in no event shall Landlord be liable for any indirect, special or consequential or punitive damages or loss of profits or business income arising out of or in connection with this Lease, and in no event shall any damages of Landlord exceed the total cost of lease payments made hereunder by Tenant.

13.10. Captions. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

13.11. No Partnership or Joint Venture. Nothing contained under this Lease shall be construed to create a partnership or joint venture between Landlord and Tenant or to make Landlord an associate in any way of Tenant in the conduct of Tenant's business, nor shall Landlord be liable for any debts incurred by Tenant in the conduct of Tenant's business, and it is understood by the parties hereto that this relationship is and at all times shall remain that of landlord and tenant.

13.12. Massachusetts Law Governs. This Lease shall be governed exclusively by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, this Lease has been executed in duplicate by the parties hereto, under seal.

LANDLORD:

TENANT:

**SUDBURY PUBLIC SCHOOLS,  
For Sudbury Public Schools  
SCHOOL COMMITTEE**

**SUDBURY EXTENDED DAY, INC.**

BY: 

By: 

Name: **Donald R. Sawyer**  
Title: **Director of Business & Finance**

Name: Suzie Kornblum  
Title: Director

By: 

Name: Courtney Coile, Ph.D.  
Title: President, Board of Directors  
Sudbury Extended Day, Inc.

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts, or is an employee of the Division of Capital Asset Management and Maintenance, except as noted below:

Name	Title or Position
_____	_____
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real Premises transaction with the public agency named in Item 1. If the form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to Item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: Suzanna K Kornblum  
Printed Name: Suzanna K Kornblum  
Title: Executive Director  
Date: 9/13/17