MEDFIELD PUBLIC SCHOOLS
Medfield, Massachusetts
Lease Agreement

Lease made this December 19, 2022 between the Medfield Public Schools, located at 459 Main Street, 3rd floor, Medfield, Massachusetts (the "Landlord") and Beginning Years Child Development Center at the Medfield High School (the "Tenant") located at 88R South Street, Medfield, MA 02052.

1. Premises. Landlord leases to Tenant a portion of the Medfield High School located at 88R South Street, Medfield, Massachusetts, consisting of one (1) classroom accessed by an exterior door at the rear of the building as shown on the plan attached hereto.

2. Terms. The term of this lease shall be for the period commencing on June 1, 2024 and expiring on June 30, 2027. This lease may be terminated by either party upon one hundred eighty (180) days written notice to the recipient by mail to the address listed above.

3. Rent. The Tenant agrees to pay rent for the leased premises at the rate of eight thousand five hundred dollars and no cents ($8,500.00) annually, payable in ten (10) monthly payments each of $850.00 commencing September 1, 2024.

4. Preparation of Premises. Landlord leases the premises "as is". Tenant is responsible for preparing to its own requirements, including partitions, air conditioning, etc., subject to the Landlord's prior written approval as to such preparations. In any event, Tenant shall make no alterations, which would delay the use of the space for school purposes upon the expiration of the Lease, and shall be responsible for returning the space to its original state at the expiration of the Lease.

*Landlord will provide a four foot in height fenced enclosure for play space (75 sq. ft. per child) 675 sq. ft. smallest).

5. No-Smoking Policy. Under the Education Reform Act of 1993, the Medfield Public Schools prohibits the use of any tobacco products within the school buildings or on the school grounds by any individuals, including persons who are renting facilities under the jurisdiction of the School Department.

6. Tenant shall use the demised premises for the sole purpose of servicing the community; Tenant shall not use or permit said premises to be used for any other purpose without the prior written consent of the Landlord; Tenant shall not permit said premises to be overloaded or used in violation of existing zoning or for any unlawful, immoral or otherwise unreasonably noisy or offensive activity; Tenant shall not use or permit said premises to be used in a manner which interferes with the use for education purposes of the non-leased portion of the premises; Tenant shall not use or permit said premises to be used for any purpose which would render said premises uninsurable against fire or would result in an increased or extra premium for said coverage.

7. Tenant shall at all times maintain and keep in good repair all portions of the leased premises and shall deliver up said premises upon the termination of the tenancy for any reason in the same condition as said premises were in at the commencement of the tenancy excepting only

reasonable wear and damage by unavoidable casualty, and shall indemnify and hold Landlord harmless from any and all liability, loss, damage or expense it suffers by reason of Tenant's failure to do so, provided that Tenant shall not undertake any substantial repairs without first notifying Landlord who may at its option have any needed repair work performed by a party of Landlord's choosing at Tenant's expense, but at a cost comparable with estimates obtained by Tenant from qualified contractors able and willing to perform the proposed work using first quality materials for the amount quoted in their estimate. Tenant shall timely notify Landlord of the existence upon the demised premises of any defects or other conditions requiring repair work.

8. Tenant shall indemnify and hold Landlord harmless against any and all liability for injury, loss, damage or expense to any person or property arising from any act or omission occurring upon the demised premises which is not directly attributable to Landlord or its agents, servants, or employees; Tenant shall at all times maintain or cause to be maintained liability insurance with per occurrence coverage of not less than one million dollars ($1,000,000.00) with Landlord named as an additional insured and shall provide Landlord with satisfactory evidence of its compliance with this provision. If not available, Tenant will notify Landlord as to the extent of coverage.

9. Tenant shall have the sole responsibility for insuring its furniture, fixtures, equipment and other contents against fire, flood, and other casualty. In no event shall Landlord be liable to Tenant or to any person or party claiming by or through Tenant by reason of injury, loss, damage, or expense resulting from fire, flood, equipment, or system failure, or any other cause, whether or not with Landlord's control. In addition, Landlord shall not be liable to Tenant, its agents, servants, employees, guests, or invitees or any other user or occupant of the leased premises for any injury, loss, damage, or expense to person or property resulting from use or occupancy of the leased premises, whether or not the result of an act or omission of Landlord or person or party within its control.

10. Tenant shall not additionally mark, paint, drill into, or in any way deface any part of the leased premises nor shall Tenant make any additional alterations, additions, or improvements without first obtaining Landlord's approval in writing; Tenant shall not erect any additional signs or advertisements without first obtaining Landlord's approval which shall not be unreasonably withheld.

11. Tenant shall permit Landlord entry to all portions of the leased premises at a reasonable times to inspect the same and to undertake repairs, alterations, improvements, or additions provided that any construction work does not significantly impair Tenant's ability to conduct its operations.

12. Tenant shall peaceably deliver up the leased premises at the termination of the lease term in the same condition as said premises were in at the commencement of the lease excepting only

reasonable wear and unavoidable casualty and shall at that time remove all its fixtures, good, and effects from said premises; Tenant shall indemnify and hold Landlord harmless against any liability, loss, damage, or expense arising from Tenant's failure to comply with the terms of this provision.

13. Tenant shall not assign this Lease without first obtaining the approval of Landlord in writing; Tenant shall not sublet the leased premises or any portion thereof, without first obtaining said approval. Any attempted assignment or subletting in violation of the provisions of this paragraph shall be a nullity and shall constitute a material breach of the Lease.

14. Use of Grounds (Fields). In accordance with School Committee Policy KE-E-4, users shall assume responsibility for contacting all abutters to the school property and submitting a consensus of the abutters' feelings with the request for use.

15. Lease is upon the express condition that Tenant shall fully and faithfully honor the terms contained herein and that Tenant shall timely and fully perform the obligations which it has assumed hereunder including, without limitation, the payment when due of each and every rent installment hereunder.

If Tenant files for corporate dissolution or ceases operations, or if Tenant fails to make any rental payment within five (5) days after Tenant receives written notice from Landlord that such payment is overdue, or if Tenant fails to remedy any other breach of this Lease within thirty (30) days after Landlord gives Tenant written notice of such default, including, without limitation, a violation of any federal, state, or local law, regulation, ordinance, or by-law affecting Tenant's occupancy of the premises, then Landlord may declare this Lease terminated and may commence immediate eviction proceedings and/or proceedings to recover rent arrearages, and may otherwise employ the remedies or any of them afforded to Landlord by the foregoing. Landlord shall have the right to commence a civil action for damages against Tenant, seeking indemnification for any and all expenses, including court costs and responsible attorney's fees which Landlord incurs by reason of Tenant's breach or default; provided, however, that for any claimed non-monetary breach or default of the Lease Landlord shall, non-receipt of written notice by Tenant, submit any dispute under this Lease to mediation by an independent mediator acceptable to both parties.

16. Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or if mailed certified mail, return receipt requested, addressed to Tenant or to Landlord at the addresses noted in this Lease.

17. Negation of Personal Liability: Notwithstanding anything contained in this Lease to the contrary, Landlord agrees that no director of officer of Tenant shall have any personal liability with respect to any of the provisions of this Lease and Landlord shall look solely to the estate and property of Tenant for the satisfaction of Tenant's remedies, including, without limitation, the collection of any judgment or the enforcement of any other judicial process requiring the payment or expenditure of money by Tenant with respect to any default or breach by Tenant of any of the terms and provision of this Lease to be observed and/or performed by Tenant.

Nothing herein shall limit the rights of Landlord with respect to any act or omission of any individual, if such act or omission was committed outside the scope of said individual's duties and responsibilities as director and/or officer of the Tenant.

18. Lease embodies the full and complete understanding and agreement of the parties hereto. It shall be governed in all respects by the law of the Commonwealth of Massachusetts. Any amendment or modification shall be in writing and signed by authorized representatives of both Landlord and Tenant.

FOR THE LESSEE:

12-19-22
Date

Signature

Owner/President
Title

APPROVED: Jeffrey J. Marsden, Superintendent of Schools

12/19/22
Date

Signature

Supt of Schools
Title

pmm22