

LEASE

THIS LEASE made on the _____ day of _____, 2024, by and between Bristol Warren Regional School District (BWRSD), (hereinafter called the "Lessee"), and the Town of Bristol, a Rhode Island Municipal Corporation with an address of 10 Court Street, Bristol, Rhode Island, 02809 (hereinafter called the "Lessor").

WITNESSETH:

That, subject to the terms and conditions hereinafter set out, the Lessor hereby lets and leases unto the Lessee exclusive use of:

- (1) seven second floor rooms and one basement classroom in the southeast corner for office space clean, painted, with standard electrical receptacles, technology wiring which includes the cabling and finished flooring;
- (2) space in the basement cafeteria for storage;
- (3) use of the auditorium when it is not being used by the Town of Bristol;
- (4) use of mutually agreeable designated spaces in the parking lot; and
- (5) use of the first floor conference room as mutually agreeable.

All of which are located at Reynolds School, 235 High Street, Bristol, Rhode Island 02809 (the "Premises").

1. **Term.** The term of this lease shall be two (2) years from the 1st day of September, 2024.
2. **Rent.** The Lessee shall pay the Lessor rent at a monthly rate of Three Thousand and 00/100 Dollars (\$3,000.00).
3. **Covenants of Lessee.** The Lessee hereby covenants and agrees:
 - a. **To Keep in Repair and in Good Condition.** Lessee will keep the Premises in such repair as the same are at the commencement of said term, reasonable wear and tear and damage by fire or other unavoidable casualty excepted.
 - b. **Janitorial Services.** Lessee will be responsible for any and all janitorial services for the Premises used by the lessee and will ensure cleanliness of the restrooms used by Lessee. Furthermore, Lessee shall keep the Premises used by the Lessee swept, orderly and free of accumulated junk and debris, including keeping hallways and common areas clear at all times. Lessee will be responsible for cleaning and trash removal for all rooms utilized. After use of the auditorium and adjacent bathrooms, both parties agree to clean and remove trash. Lessor shall be responsible for trash removal from the Premises.

- c. Not to Make Unlawful Use etc. Lessee will utilize the Premises for administrative offices. Lessee will not make, or allow to be made, any unlawful, improper, or offensive use of the premises which would be injurious to any person or property, or which would violate the laws of the State of Rhode Island or of the United States, or any ordinance of the Town of Bristol, or which would affect or endanger any insurance on said premises or increase the premium thereof.
- d. Not to Make Alterations. Lessee will not make any alterations or additions in and to the Premises, other than those specified herein, without the written consent of the Lessor. Lessor hereby consents to the scraping and painting of the premises by Lessee, provided that color choice shall be approved in advance by Lessor.
- e. Not to Assign. Lessee will not assign, sublet, or part with the possession of all or any part of the Premises without the written consent of the Lessor.
- f. To Notify Lessor. Lessee will notify Lessor of any damage to the Premises and/or any maintenance issues requiring immediate attention.
- g. To Permit Lessor to Enter. Lessee will allow the Lessor, at all reasonable times to enter and view the Premises and to make any repairs which he may see fit to make.
- h. To Yield Up Premises. At the expiration of the term of this lease, Lessee will peaceably yield up to the Lessor the Premises and all buildings thereon, in good repair in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted. Lessee shall clean out any and all materials.
- i. To Bear Risk for Contents. All property of any kind, excluding Town-owned property, which may be on the Premises during the continuance of this lease shall be at the sole risk of the Lessee, and the Lessor shall not be liable to the Lessee or any other person for any injury, loss, or damage to property or to any person or property whatsoever.
- j. No Waiver. No assent, expressed or implied, by the Lessor to any breach of any of the Lessee's covenants shall be deemed to be a waiver of any succeeding breach of the same covenant.
- k. Trash and Recycling. Lessee agrees to abide by the direction of the Building Manager and/or Lessor's representatives regarding the Lessee's trash and recycling.
- l. Relinquishment of Interest. Upon execution of this agreement, Lessee hereby agrees to relinquish any interest it may hold in the Premises to the Lessor, other than the lease set forth herein.

4. **Covenants of Lessor.** The Lessor hereby covenants and agrees:

- a. **Quiet Enjoyment.** That the Lessee shall peaceably hold and enjoy the Premises.
- b. **Maintenance and Repairs.** That the Lessor shall provide the rooms leased in the Premises to be clean, painted, with standard electrical receptacles, technology wiring, finished flooring. Additional partitions with associated costs are the responsibility of the Lessee.
- c. **Technology Services.** The Lessor will work with the Lessee to bring the necessary technology services into the Premises. The cost of the cable shall be the responsibility of Lessor, provided, however, that cabling for temporary walls, newly added inner partitions, and workspaces are responsibility of Lessee.
- d. **Snow Removal.** Snow removal and shoveling of the outside of the Premises and the parking lot shall be the responsibility of the Lessor.
- e. **Security.** The Lessor shall install and maintain a security system at the front entrance, including a camera and buzzer system.
- f. **Auditorium.** The Lessor intends to renovate and restore the auditorium. The Lessor will cover the expense of a new roof and HVAC system for the auditorium for that purpose.
- g. **Utilities.** The Lessor will pay for gas, electric, and water utility bills.

5. **Fire or Other Unavoidable Casualty.** In case the Premises or any part thereof shall at any time during the term of this lease be destroyed or damaged by fire or other unavoidable casualty so as to be unfit for occupancy and use and so that the Premises cannot be restored or rebuilt by the Lessor, this lease shall terminate.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the _____ day of July, 2024.

WITNESS:

WITNESS

LESSOR:

By its Town Administrator

Steven Contente

LESSEE:

Bristol Warren Regional School District

By its _____
