

**GREENBUSH CHILD
CARING
RENTAL AGREEMENT**

AGREEMENT, made this 22nd day of February 2021, between AVERILL PARK CENTRAL SCHOOL DISTRICT with offices at 146 Gettle Road, Averill Park, New York 12018, hereinafter, the "District", and GREENBUSH CHILD CARING, INC., with offices at 620 Columbia Turnpike, East Greenbush, New York 12061, hereinafter, "GCC".

RECITALS

- I. The Board of Education of the Averill Park Central School District (Board) has determined that the premises described below are not needed for school purposes during times of proposed use; and
- II. The Board has further determined that use of such premises during non-school hours will not be disruptive of normal school operations; and
- III. The Board has further determined that the consideration paid by GCC will fully compensate the Averill Park Central School District for the use by GCC, and that no identifiable expense to the taxpayers of the Averill Park Central School District will result from such use.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

- 1. The District does hereby grant to GCC the use, during non-school hours, of certain premises located within the structure commonly known and designated as Miller Hill-Sand Lake School for a) morning child care, 6:45 a.m. to 9:15 a.m.; b) afternoon child care, 2:45 p.m. to 6:15 p.m.; and c) half-day child care, 11:00 a.m. to 6:15 p.m. on District scheduled half-day dismissal days, for the period beginning July 1, 2021 and concluding June 30, 2025, subject to early termination as set forth in this Agreement.
- 2. The District does hereby grant to GCC the use, during non-school hours, of certain premises located within the structure commonly known and designated as Poestenkill School for a) morning child care, 6:45 a.m. to 9:15 a.m.; b) afternoon child care, 2:45 p.m. to 6:15 p.m.; and c) half-day child care, 11:00 a.m. to 6:15 p.m. on District scheduled half-day dismissal days, for the period beginning July 1, 2021 and concluding June 30, 2025, subject to early termination as set forth in this Agreement.
- 3. The District does hereby grant to GCC the use, during non-school hours, of certain premises located within the structure commonly known and designated as West Sand Lake School for a) morning child care, 6:45 a.m. to 9:15 a.m.; b) afternoon child care, 2:45 p.m. to 6:15 p.m.; and c) half-day child care, 11:00 a.m. to 6:15 p.m. on District scheduled half-day dismissal days, for the period beginning July 1, 2021 and concluding June 30, 2025, subject to early termination as set forth in this Agreement.
- 4. The District does hereby grant to GCC the use, during non-school hours, of certain premises located within the structure commonly known and designated as West Sand Lake School beginning July 1, 2021 and concluding June 30, 2025, subject to early termination as set forth in this Agreement, for the purpose of full-day care, 6:45 a.m. to 6:15 p.m., on the following recess days, as designated by a legal holiday or the District's Academic

calendar: Yom Kippur, Rosh Hashanah, Superintendent Conference and Staff Development days scheduled within the first and last day of said school year; all Christmas recess weekdays, except December 25 and January 1; Winter recess weekdays, except President's Day; Spring recess weekdays, except Good Friday; additional District recess days, if any, resulting from the District's snow day usage or non-usage. GCC reserves the right to cancel a full-day program if there is insufficient enrollment.

5. The District agrees to grant to GCC the use, during non-school hours, of certain premises located within the structure commonly known and designated as Algonquin Middle School for afternoon child care, 2:15p.m. to 6:00p.m.; and half day child care, 10:30 a.m. to 6:00 p.m. on District scheduled half day dismissal days, if any, for the period beginning July 1, 2021 and concluding June 30, 2025, subject to early termination as set forth in this Agreement.
6. A) Lease Term: Commencing the first day of July, 2021 and continuing for four years ending June 30, 2025, subject to early termination as set forth in this Agreement.

B) Rental:

2021-22	\$4,250
2022-23	\$4,500
2023-24	\$4,750
2024-25	\$5,000

7. The payment for rental services will be a lump sum (one payment annually) paid by GCC to the District by no later than October 1 of each year provided. Should payment not be received by the District, the District will have the right to terminate the agreement.
8. The District agrees to provide GCC access to the gymnasium and cafeteria in location occupied. The parties will discuss and mutually agree on other rooms/spaces at each location that will be made available pursuant to this Agreement. Such discussions will occur reasonably in advance of each year so that the GCC can adequately plan for its use of the rooms. The School District understands that the GCC needs adequate space for its programs and that the School District must comply with any time periods that GCC may have in terms of compliance with applicable rules and notices to parents. Rooms and space so designated at each site shall continue for the following year(s) unless the School District notifies the GCC of the need for a change in assigned rooms/spaces. Any such notice shall be reasonable in advance of any change in rooms/spaces made available. The parties must mutually agree on any new rooms/spaces.
9. GCC shall take good care of the equipment and premises of the District and shall, at its own cost and expenses, make all repairs necessitated by the action of GCC as a result of its occupation and use of the spaces set forth in this Agreement. Any structural or roof repairs will be made by the District. At the end or expiration of the occupancy by GCC, GCC shall deliver up the premises in good order or condition as such premises were in at the time occupancy commenced, excluding reasonably expected wear and tear.
10. GCC shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, and local governments, and by all of their departments and bureaus applicable to said premises, for the correction, prevention,

and abatement of nuisances or other grievances, in, upon or connected with the said premises during their occupancy and shall comply with and execute all rules, orders, and regulations of the New York Board of Fire Underwriters or its successor bodies, at the cost and expense of GCC and will comply with the regulations and inspections of the local fire district.

11. GCC, its successors and assigns, shall not assign this agreement or any of the rights contained herein or make any alterations to any of the premises without the prior written consent of the District nor shall it occupy or permit or suffer the same to be occupied by any business or purpose disreputable or extra hazardous in account of fire under the penalty of damages and forfeiture. In the event of a breach hereof the District shall notify GCC in writing by registered mail or hand delivery of such alteration or disreputable or fire extra hazardous occupation, and unless corrected within fifteen (15) days of such notice, the term of the Lease herein shall immediately cease at the option of the District.
12. In the event damage by fire or other cause to any of the buildings in which the premises are located occurs without the fault of GCC or its agents or employees and is so extensive so as to amount practically to the total destruction of any of the premises or inability for the premises to be used for the purposes indicated and if the District shall within reasonable time decide not to rebuild or repair such premises, then this Agreement with respect to any such damaged premises shall cease and terminate.
13. GCC agrees that the District and its agents and other representatives shall have the right to enter into and upon said premises or any part hereof at all reasonable hours for the purpose of examining the same or making repairs or alterations therein as may be necessary for the safety and preservation thereof.
14. GCC shall neither encumber nor obstruct the sidewalk in front of, entrance to, or halls and stairs of any premises herein nor allow the same to be obstructed or encumbered in any manner.
15. GCC agrees to assume all risk of loss and to indemnify and hold the District, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, reasonable attorney and witness fees, and expenses incident thereof, for injuries (including death) to persons and for loss of, damage to, or destruction of property arising out of or in connection with GCC's activities on any of the premises.
16. It is expressly understood and agreed that if the premises or any of them shall be deserted or vacated, default be made in the payment of any sums due hereunder, GCC shall sell, assign, or mortgage without consent of the District its rights herein, default be made in the performance of any of the covenants and agreements in this agreement contained on the part of GCC to be kept and performed, or GCC shall fail to comply with any of the statutes, ordinances, rules, orders, and regulations of the District and Federal, State of New York, County of Rensselaer, and town governments or authorities or of any and all of their departments and bureaus, applicable to said premises or any of them, and the District has provided by registered mail to GCC written notice of such desertion, vacation, default, sale, assignment, mortgage, or noncompliance; and GCC fails to correct within ten (10) days of such desertion, vacation, default, sale, assignment, mortgages or non-compliance,

then the District may if it so elects at any time thereafter terminate this agreement by giving GCC twenty (20) days' notice in writing of its intention to do so and this agreement and the term thereof shall expire and come to an end on the date fixed in such notice as if such date were the date originally fixed in this agreement for the expiration thereof. Such notice may be given by registered mail addressed to GCC.

17. GCC will not nor will it permit other persons to do anything inside any of the premises, bring anything into any said premises, or keep anything therein which will in any way increase the rate of fire insurance on any of said premises, nor suffer or permit use of the premises for any business or purpose which would cause an increase in the rate of fire insurance on said building or each building separately and GCC agrees to pay on demand any such increase.
18. The failure of the District or GCC to insist upon a strict performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of any rights or remedies that the District or GCC may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained. This instrument may not be changed, modified, discharged, or terminated except by agreement in writing executed by the parties hereto.
19. If any of the premises referred to herein shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this agreement with respect to such premises shall cease and terminate from the date of title vesting in such proceeding and GCC shall have no claim against the District for the value of any unexpired term of said agreement with respect to such premises nor shall any part of the award belong to GCC. If any of the separate premises listed herein are still available for use then that use shall continue pursuant to the terms of this agreement.
20. If after default in performance of any of the conditions or provisions of this agreement by GCC or upon the expiration of the term hereof, GCC moves out or is dispossessed and fails to remove any fixtures or other property prior to such default, removal, or termination of this agreement, then such fixtures or other property prior to such default, removal or termination of this agreement then such fixtures and personal property shall be deemed abandoned by GCC and shall become the property of the District.
21. This agreement and the obligation of GCC to perform all of the covenants and agreements hereunder on its part to be performed shall in no way be affected, impaired, or excused because the District is unable to supply or is delayed in supplying any service, expressed or implied to be supplied or is unable to make or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if the distributor is prevented or delayed by reason of governmental preemption in connection with a national emergency or in connection with any rule, order, or regulation of any governmental agency or in any department or subdivision thereof or by reason of the condition of supply and demand which may have been adversely affected by war or other emergency, from supplying any services expressly or implied to be supplied, making repairs, additions, alterations, or decorations or supplying any equipment or fixtures.
22. The District will assign GCC a guest wireless account for use of agency mobile devices.

23. The District agrees to provide a key card to the Site Director in each building and the Program and Executive Directors.
24. If suitable waste containers on the premises referred to herein are provided by the District, GCC will properly place therein all refuse. Should the District determine that GCC, by its production of refuse and rubbish, whether or not recycled, is associated with increased expense for such refuse or rubbish removal and/or removal of recyclable materials, GCC agrees to pay the District its ratable share of such service expense paid to an outside service provider, based upon the District's evaluation of the amount of such items generated by GCC. Should GCC dispute the District's evaluation of GCC's ratable share of this expense, then GCC shall, at its own expense, separately provide for the removal and disposal of all refuse, rubbish, waste, or recyclable materials generated in the course of its activities, including, but not limited to, the provision of suitable receptacles, handling, transportation, and hauling by duly licensed haulers of such items.
25. GCC will not suffer nor permit during the terms hereby granted or during any renewal or extension thereof any mechanics or other liens for work, labor, services, or materials to attach to any of the premises hereinbefore described or to a portion thereof or to any improvements or improvement erected or to be erected upon the same. If any such lien or liens suffered or permitted by GCC shall be filed or shall attach it will, within ten (10) days after written notice by the District by registered mail to said GCC either pay the same or procure the cancellation thereof by giving security or in such other manner as is or may be prescribed by law.
26. GCC shall, at its own expense, for the period of this agreement, carry and maintain in full force and effect liability and casualty insurance, with such company or companies as are reasonably acceptable to the District, for all activities carried on by GCC on any of the premises. The coverage under such insurance shall not be less than \$1,000,000 for such injuries to any one person, \$1,000,000 for all bodily injury claims arising out of any one incident, and \$300,000 for damage to property arising out of any one incident. The policy or policies provided by GCC shall name the District as an additional insured party for any liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments, including costs, attorney and witness fees, and expenses incident thereto (hereafter collectively referred to as liabilities) arising out of the use of the premises. Further, the policy or policies shall not contain any provision requiring contribution toward payment of any such liabilities or the defense of any such liabilities by insurance carrier(s) providing the casualty and liability insurance maintained by the District on its school operations and premises or any of them. GCC will provide a certificate of insurance from the insurance carrier(s) or its agent(s) stating that such insurance is in full force and effect during the period of this agreement. The insurance certificate shall state that the policy covers claims related to sexual or physical abuse or molestation with minimum limits of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate. GCC shall submit a physical copy of the endorsement showing that additional insured blanket coverage is available upon request. Further, GCC agrees that the policy or policies be properly endorsed to provide the insurance cannot be cancelled without thirty (30) days prior written notice to the District. In the event that such notice of cancellation is received by the District and appropriate substitute insurance is not obtained, the District may cancel this Agreement immediately upon termination of the insurance coverage.
27. The District retains the right to provide an alternate location within each school of equal size should it be necessary for the District to use the premises herein granted to GCC in

the same school.

28. GCC will provide an accurate list of names, addresses, and telephone numbers for at least three persons who may be contacted in case of emergency. GCC will use the district adopted safety plan. GCC will provide identification badges for all on-site staff.
29. This agreement is entered into by the District pursuant to resolution of the Board of Education dated the 22nd day of February 2021.
30. The addresses for any notice provided for herein shall be: Superintendent of Schools, Averill Park Central School District, 146 Gettle Road, Averill Park, New York 12018, if the District is the addressee, and GCC, 620 Columbia Turnpike, East Greenbush, New York 12061, if GCC is the addressee.
31. The premises and each of them shall be used by GCC only for child care, educational, and enrichment purposes.
32. The District shall have the full use of the premises, and all of them, including modification, improvement, or alteration made by GCC, during such hours as school is in session and hours not set aside for GCC.
33. This agreement may be terminated by either party, with or without cause, upon thirty (30) days' notice in writing addressed to the other.
34. GCC shall dutifully maintain a valid registration from the New York State Office of Children and Family Services for operation of its school-age child care programs on the District's premises and the District shall reasonably cooperate in GCC's efforts including provision of a District employee(s) and telephone numbers for contact by the New York State Office of Children and Family Services. GCC's failure to maintain such certification shall be cause for the District to terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused those present to be signed by their appropriate officers the day of September

AVERILL PARK CENTRAL SCHOOL DISTRICT

By: _____

GREENBUSH CHILD CARING, INC.

By: _____