

LEASE AGREEMENT
SURRY SCHOOL DISTRICT – SURRY VILLAGE CHARTER SCHOOL

1 This LEASE is made this 21st day of October, 2024 (the "Effective Date"), by and
2 between the Surry School District, a New Hampshire municipal corporation with its principal
3 office at c/o SAU 91, 1 Village Road, Surry, NH 03431, hereinafter called "the Landlord," and
4 Surry Village Charter School, a New Hampshire non-profit corporation with its principal office at
5 449 Route 12A, hereinafter called "the Tenant."

6 In consideration of the rents, covenants, and agreements to be paid and performed on the
7 part of the Tenant, the Landlord leases to the Tenant the premises in Surry, NH, located on 449
8 Route 12A, described as follows:

9 The premises in Surry, New Hampshire, located on 449 Route 12A, the land and buildings
10 known as the Surry School and being all and the same premises described in the quitclaim deed
11 from Monadnock Regional School District to Surry School District, dated August 4, 2008 and
12 recorded in the Cheshire County Registry of Deeds at book 2526, page 400, subject to the
13 exceptions and reservations set forth below, hereinafter called "the Premises."

14 TO HAVE AND TO HOLD to the Tenant for a term of one (1) year commencing
15 October 21st, 2024, upon the terms, conditions, and covenants set forth below.

- 16 1. **Rent.** In exchange of the Tenant's use and occupancy of the premises, the Tenant agrees that it
17 will perform all of its obligations under this Lease, including all repairs and maintenance to
18 the Premises.
- 19 2. **Automatic Renewal.** Provided the Tenant is not in default of any of the terms herein, this
20 Lease shall automatically be renewed for NINE (9) additional ONE (1) YEAR Terms unless
21 either party provides written notice that the Lease shall not be renewed. Such notice shall be
22 provided not less than NINETY (90) DAYS prior to the last day of the current Term (the
23 "Termination Date") and in accordance with notice requirements of this Lease.
- 24 3. **Net Net Net Lease.** The Landlord shall not be expected or required to pay any charge or
25 assessment imposed on or against the Premises or be under obligation or liability (except as
26 expressly set forth in this Lease), and all costs, expenses, and obligations of any kind relating
27 to the maintenance and operation of the Premises, including all alterations, repairs,
28 construction, and replacements (except as expressly set forth in the Lease) which may arise or
29 become due under the Lease terms shall be paid by the Tenant, and the Landlord shall be
30 indemnified and saved harmless by the Tenant from and against any such costs, expenses, and
31 obligations.
- 32 4. **Taxes.** Although the parties do not expect any taxes to be imposed on the Premises, the Tenant
33 shall pay any taxes that are imposed.
- 34 5. **Fuel and Heat.** The Tenant shall, at its sole expense, reasonably heat the Premises. If the
35 Tenant fails to provide heat as provided in this paragraph, the Landlord may, but shall not be
36 obligated to, provide heat to the leased Premises and in such event, the Tenant agrees to pay
37
38
39
40

LEASE AGREEMENT
SURRY SCHOOL DISTRICT – SURRY VILLAGE CHARTER SCHOOL

- 41 the cost thereof to the Landlord as additional rent collectible on the first day of any month
42 following the date of the billing notice to the Tenant.
43
- 44 6. **Utilities.** The Tenant shall pay all utility charges such as electricity, water, sewage, power, etc.
45 consumed on or about the leased Premises during the term of this Lease.
46
- 47 7. **Use of the Premises.** The Tenant's use will be limited to operating a chartered public school
48 within the terms of its contract (charter), including family and fundraising events.
49 a. **Trailer.** The Tenant has placed an office trailer on the leased Premises (the "Trailer"). The
50 Landlord would like to see the Trailer and fence removed from the Premises. For the first
51 one-year term of this Lease, the Tenant may, at its own expense, continue to maintain the
52 Trailer on the Premises provided it is used in connection with the operation of its school.
53 Prior to the commencement of any renewal term of this Lease, the Tenant shall remove the
54 Trailer from the Premises unless the Landlord provides the Tenant with written permission
55 for the continued use of the Trailer for an additional one-year term. The Tenant will
56 preserve the electric service to the Trailer, if possible, for future use. The removal of the
57 Trailer shall be a condition precedent for the commencement of any renewal term set forth
58 under Section 2. Notwithstanding the foregoing, tenant is solely responsible for ensuring
59 the Trailer's compliance with all local, state, and federal ordinances, regulations, and laws.
60 Tenant shall indemnify and hold harmless Landlord from and against all liabilities,
61 obligations, damages, penalties, costs, claims, charges, and expenses arising out of or
62 related to the Trailer. There shall be no water or septic hookup to the office Trailer.
63 b. The entire building is further excepted and reserved for use by the Landlord and other
64 community organizations and invitees of the Landlord in the school building on the
65 Premises each weekday from 6:00 pm until 5:00 am of the following day, unless the Tenant
66 has received prior approval from the Landlord at least ten (10) days in advance to use the
67 building for its own purposes during those hours. The Landlord reserves the right to
68 designate Surry School Board meeting space.
69 c. **Front Office.** The front office is Landlord/Tenant shared space. The Landlord shall have
70 access to the Front Office at any time, which shall include access to confidential file
71 cabinets and space to maintain its records. The Front Office shall be used jointly by the
72 Landlord and Tenant, with Landlord's use requirements having priority.
73 d. **Internet and office supplies.** The Tenant shall provide Landlord with access to the internet
74 available at the Premises (including any required password(s)), copier machines, and other
75 incidental office supplies/materials as reasonably needed during the Landlord's use of the
76 Premises.
77
- 78 8. **Trash Disposal.** The Tenant shall store trash and other rubbish in the area designated by the
79 Landlord and in such a manner as the Landlord may provide. The Tenant shall bear the cost of
80 removal and disposition of its trash.
81

LEASE AGREEMENT
SURRY SCHOOL DISTRICT – SURRY VILLAGE CHARTER SCHOOL

- 82 9. **Signs.** The Tenant may erect and maintain signs of such size and in such locations as the
83 Landlord may approve, which approval shall not be unreasonably withheld. The Tenant shall
84 maintain such signs in good condition and repair at all times.
85
- 86 10. **Parking.** The Landlord shall not be required to provide any parking spaces on or for the leased
87 Premises.
88
- 89 11. **Insurance.** The Tenant shall, at its sole cost, procure and maintain for the benefit of the
90 Landlord and Tenant, as their interest may appear, the liability insurance presently held by the
91 Tenant through the New Hampshire Local Government Center or through any other Pooled
92 Risk Management Program. The Tenant shall pay the deductible amounts in the event of
93 liability damage otherwise insured against hereunder. Furthermore, the Tenant will name the
94 Landlord as an "Additional Covered Party" and "Loss Payee" on a Certificate of Coverage
95 issued by the Pooled Risk Management Program. Such Certificate of Coverage shall be
96 furnished to the Landlord prior to the Effective Date of this Lease. Additionally, the Tenant
97 shall provide Landlord with proof of insurance coverage prior to the commencement of any
98 subsequent renewal term.
99
- 100 12. **Indemnification.** In addition to the global hold-harmless clause pursuant to RSA 194-B:3, II,
101 the Tenant will indemnify and hold harmless the Landlord against and from all liabilities,
102 obligations, damages, penalties, claims, costs, charges, and expenses which may be imposed
103 upon or incurred by or asserted against the Landlord by reason of any of the following
104 occurring during the term of this Lease.
105 a. any use, non-use, possession, occupation, condition, operation, maintenance, or
106 management of the leased Premises;
107 b. any negligence or misconduct on the part of the Tenant or any of its agents, contractors,
108 servants, employees, licensees, or invitees;
109 c. any accident, injury, or damage to any person or property occurring in, on, or about the
110 leased Premises; or on the sidewalks, entrances, and common areas adjoining the same; or
111 d. any failure on the part of the Tenant to perform or comply with any of the covenants,
112 agreements, terms, or conditions contained in this Lease on its part to be performed or
113 complied with.
- 114 The Landlord will indemnify and hold harmless the Tenant against and from any liability,
115 obligation, damage, penalty, claim, cost, charge, and expense arising from the misconduct or
116 negligence of the Landlord.
- 117 13. **Quiet Enjoyment.** On complying with the terms of this Lease, the Tenant shall and may
118 peaceably and quietly have, hold, and enjoy the leased Premises for the term of this Lease.
119
- 120 14. **Entry by Landlord.** The Landlord may enter the Premises at any time for the following
121 purposes:

LEASE AGREEMENT
SURRY SCHOOL DISTRICT – SURRY VILLAGE CHARTER SCHOOL

- 122 a. to make the repairs to the Premises and perform maintenance as required or as allowed in
- 123 this Lease, provided that such repairs or maintenance does not unreasonably interfere with
- 124 the Tenant's use of the Premises;
- 125 b. to observe whether the Tenant is complying with the terms, conditions, and provisions of
- 126 this Lease;
- 127 c. for access to the front office which shall be available for Landlord's exclusive use if and
- 128 when Landlord requires such use; Tenant shall maintain the office in a neat and clean
- 129 manner with all papers put away at the end of each day; and
- 130 d. to allow others as authorized by the Landlord access to the building from 6:00 p.m. until
- 131 5:00 a.m. the following day.

132 The Landlord shall be entitled to a key to any portion of the Premises which is locked by the

133 Tenant, and the Tenant shall not change any lock on the Premises without the approval of the

134 Landlord and without providing the Landlord with a key.

135 **15. Condition of Premises.** The Tenant acknowledges that it is leasing the Premises "as is" and

136 that it knows the condition of the Premises and that no repairs, alterations, or renovations are

137 required to be made by the Landlord except as set forth in paragraph 17.

138

139 **16. Liens.** The Tenant covenants and agrees that it will not enter into any contract with any person,

140 firm, or corporation for labor, services, or material in connection with any construction,

141 alterations, or improvements to the leased Premises, which contract involves an amount in

142 excess of \$5,000, unless it shall be stipulated in and be a condition of such contract that no lien

143 shall arise or be claimed on account of such contract or on account of any work done or material

144 furnished under said contract as against the title or interest of the Landlord in the leased

145 Premises, or unless such contract provides that the contractor, person, firm, or corporation shall

146 waive all rights thereto.

147

148 The Tenant shall not make any construction, alterations, or improvements to the Premises

149 without first obtaining approval from the Landlord, which shall not be unreasonably withheld.

150

151 **17. Ownership of Fixtures and Improvements.** All fixtures installed on the leased Premises by

152 the Tenant shall remain the property of the Tenant and may be removed by the Tenant at the

153 termination of the Lease, doing no unnecessary damage to the leased Premises or the buildings.

154 All improvements, alterations, and renovations to the leased Premises and buildings shall

155 become the property of the Landlord when made. Any furniture, furnishings, or movable

156 fixtures which are not removed within 30 days after the termination of this Lease shall be

157 deemed to have been abandoned by the Tenant and may be appropriated, sold, destroyed, or

158 otherwise disposed of by the Landlord without notice to the Tenant and without obligation to

159 account therefore. The Tenant shall pay to the Landlord the cost incurred by the Landlord in

160 removing, storing, selling, destroying, or otherwise disposing of any such property.

161
162
163
164
165

LEASE AGREEMENT
SURRY SCHOOL DISTRICT – SURRY VILLAGE CHARTER SCHOOL

166 **18. Repairs, Alterations and Maintenance - Landlord.**

- 167
- 168 a. Limitation of Landlord Responsibility. The Landlord's responsibility for repairs and
- 169 alterations shall be limited to structural repairs required to the walls, foundation, roof, and
- 170 other structural portions of the school building and major system failure to the heating,
- 171 electrical and plumbing systems within the school building (not including the Tenant's
- 172 office Trailer);
- 173
- 174 b. Major System Failure. As used herein, a "major system failure" is a failure that requires the
- 175 replacement of such system in the good faith estimation of the Landlord as advised by a
- 176 qualified professional with respect to such system. In the event of a dispute as to whether
- 177 a major system failure has occurred, Landlord shall have the final say, applying such
- 178 judgment with reasonable good faith.
- 179

180 **19. Repairs, Alterations and Maintenance - Tenant.**

- 181
- 182 a. The Tenant shall maintain the Premises in accordance with best practices for school
- 183 facilities established by the NH State Board of Education and shall meet the minimum
- 184 standards required by all local, state, and federal laws and regulations including but not
- 185 limited to the Life Safety Code of the State of New Hampshire, Ed 306, Ed 320, RSA 189,
- 186 RSA 155-A, and RSA 200.
- 187 b. The Tenant shall provide its students with a safe and clean school environment meeting
- 188 minimum health standards required by all local, state and federal laws and regulations,
- 189 including but not limited to Ed 306 and Ed 320. The Tenant shall engage custodial services
- 190 to ensure a clean, sanitary, and safe environment for the students. The school building on
- 191 the Premises shall be cleaned on a daily basis when school is in session.
- 192 c. Tenant shall have the Premises regularly inspected (at least once per Lease Term) for fire,
- 193 safety, and health compliance and shall share the inspection results with the Landlord
- 194 within ten (10) calendar days of receipt of such report or by June 30th of the current term,
- 195 whichever is first. Such inspections shall be conducted by local or state officers charged
- 196 with conducting such inspections, or by private persons qualified to conduct such
- 197 inspections.
- 198 d. At the commencement of each Lease term, Landlord shall have the option, but not the
- 199 obligation, to inspect the Premises.
- 200 e. The Tenant, at its sole expense, shall be responsible for all other repairs and alterations,
- 201 including any repairs and alterations required to meet code requirements for the operation
- 202 of the Tenant's school and shall replace all faulty ceiling tiles; all such repairs to be
- 203 performed by a professional licensed in the State of New Hampshire to perform such work.
- 204 The Tenant shall use a consistent contractor who is knowledgeable and experienced with
- 205 the Surry building and building systems. The Landlord will provide the Tenant with a
- 206 review of specific requirements, maintenance schedules, and related directions for regular
- 207 Tenant maintenance of the building and building systems.

LEASE AGREEMENT
SURRY SCHOOL DISTRICT – SURRY VILLAGE CHARTER SCHOOL

- 208 f. The Tenant, at its sole expense, shall also be responsible for all the maintenance of the
209 Premises. Failure to maintain a safe and clean school environment shall constitute a
210 breach of this agreement. Landlord may take any and all such action to cure this breach
211 including but not limited to entering the Premises to perform such maintenance, charging
212 the Tenant for maintenance, and reporting the Tenant to the Department of Education
213 pursuant to RSA 194-B.
- 214 g. The Tenant shall also be responsible for the failure to make timely and adequate repairs
215 as necessary which result in the need of further repair or that result in structural repairs or
216 major system failure which would otherwise be the responsibility of the Landlord.
- 217 h. The Tenant shall also be responsible for complying with all requirements of the Surry
218 Planning Board and the Surry Zoning Board of Adjustment.
- 219 i. Tenant shall inform Landlord promptly and in writing of any repair and maintenance
220 items in need of attention covered by sections 18 or 19, whether they are the
221 responsibility of the tenant or the landlord.
- 222 j. To the extent that Landlord pays for a repair or maintenance item, Tenant shall then
223 promptly reimburse Landlord upon Landlord's demand. If Tenant fails to reimburse
224 Landlord within 30 days of demand by Landlord, then Tenant shall also be obligated to
225 pay to Landlord interest accruing on such obligation at the rate of 1% per month from the
226 date of demand, such interest compounding monthly.
- 227 20. **Compliance with Law.** Tenant shall be responsible for compliance with all laws which
228 are applicable to Tenant's particular use and manner of use of the leased Premises,
229 including but not limited to all applicable Life Safety codes and necessary state licenses
230 and permits, and all federal, state and local laws, regulations, ordinances, restrictions and
231 standards applicable to its operation as a chartered school. In the event that Tenant's
232 particular use of the leased Premises violates any provision of law, code, regulation,
233 ordinance or standard, Tenant shall bear all expense, cost and liability for compliance with
234 same.
- 235 21. **Assignment and Subletting.** The Tenant shall not assign this Lease or sublet the leased
236 Premises or any part or parts thereof or otherwise permit the occupancy or use of all or
237 part of the Premises by others without in each case obtaining the prior written consent of
238 the Landlord.
- 239 22. **Fire or Other Casualty.** If the leased Premises shall be destroyed by fire or other
240 casualty or be so damaged thereby as to become wholly or partially untenable, the
241 Landlord shall have the election to rebuild or repair the property. In the event the
242 Landlord elects to rebuild, the Landlord shall not be obligated to incur expenses
243 rebuilding and repairs greater than the amount of the insurance proceeds payable on
244 account of the loss. If the Landlord, in the exercise of reasonable judgment, determines
245 that it prefers not to rebuild or repair the leased Premises, then the Landlord may
246 terminate this Lease by written notice delivered to the Tenant.
247
248
249

LEASE AGREEMENT
SURRY SCHOOL DISTRICT – SURRY VILLAGE CHARTER SCHOOL

250 23. **Surrender at Termination.** The Tenant shall peaceably quit and deliver up the Premises
251 by or before the Termination Date in as good order and condition, reasonable wear and
252 tear excepted, as the same are now in or may be put into during the term of this Lease by
253 the Landlord or Tenant. The Landlord and Tennant shall allocate between them all utility
254 and other expenses as of the Termination Date.

255 24. **Breach or Default.** The occurrence of any of the following shall constitute a default of
256 this Lease:
257 a. Any failure by Tenant to make the payments owing under this Lease;
258 b. Tenant's school charter expires or is revoked;
259 c. Tenant's failure to maintain the insurance required by this Lease;
260 d. Tenant's failure to maintain the Premises in good condition and repair;
261 e. Tenant's failure to comply with basic health and safety requirements;
262 f. Tenant's failure to observe and perform any other provision of this Lease, when such
263 failure continues for 15 days after it receives Landlord's written notice; or
264 g. Tenant's failure to remove the Trailer by the end of the Lease term, unless such failure
265 is excused in writing by Landlord.
266

267 In the event of default by Tenant, Landlord may immediately terminate this Lease by giving
268 written notice and exercise all remedies in law and in equity available to landlords under
269 New Hampshire law. If either party brings an action to enforce the terms hereof or declare
270 rights hereunder, the prevailing party in any such action shall be entitled to receive the
271 payment of reasonable costs and attorney fees from the losing party.

272 25. **Arbitration Clause.** If a dispute arises out of or relates to this Lease, or breach thereof,
273 the parties agree first to try in good faith to resolve the dispute through meetings and
274 discussions before resorting to arbitration. Thereafter, any unresolved controversy or claim
275 arising out of or relating to this Lease, or breach thereof, shall be resolved by arbitration
276 administered by the American Arbitration Association in a location within 10 miles of
277 Surry, New Hampshire. The arbitrator will be agreeable to both parties. The judgment upon
278 the award rendered by the arbitrator(s) may be entered in any court having jurisdiction
279 thereof, pursuant to applicable law. The expenses of arbitration shall be borne equally by
280 the parties.
281

282 26. **Governing Law.** This Lease shall be governed by the laws of the State of New Hampshire.

283

284

[Signature page follows]

285

286

287

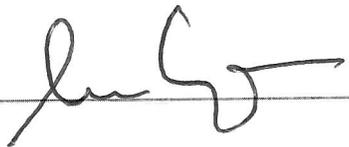
LEASE AGREEMENT
SURRY SCHOOL DISTRICT – SURRY VILLAGE CHARTER SCHOOL

288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320

[Signature page to Lease Agreement]

Executed by the parties on the dates indicated below.

Surry School District

Date Oct. 19, 2024 By: 
Title: Board Chair

Timothy Peloquin
Chair - Surry School Board

Surry Village Charter School

Date Oct. 21, 2024 By: 
Title: Board chair

Angela Frazier
Chair - SVCS Board