

LEASE AGREEMENT
FOR USE OF
QUINCY E. DICKERMAN ELEMENTARY SCHOOL
BOSTON, MA

Dated: June ___, 2012

ARTICLE I
REFERENCE DATA

1.1 Subjects Referred To

Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Article.

Lessor: City of Boston, Boston Public Schools (BPS)
26 Court Street
Boston, Massachusetts 02108

Lessor's Authorized Representative:

Khadijah J. Brown AIA, Director
Office of Facilities Management
Boston Public Schools

or such other Authorized Representative as is designated by Lessor by
written notice provided to Lessee

Lessee: Roxbury Preparatory Charter School
120 Fisher Avenue
Boston, Massachusetts 02120

Lessee's Authorized Representative: Nikisha Hawkins Bynoe
Director of Operations

or such other Authorized Representative as is designated by Lessee by
written notice provided to Lessor

Premises/Building: Quincy E. Dickerman Elementary School
206 Magnolia Street
Dorchester, MA 02121

Construction: Three-story wood frame structure with brick exterior walls and partially furnished basement
Built: 1915
Lot Size: 44,190 square feet
Leasable Area: 25,380 square feet

Zoning Designation: Dorchester Neighborhood District

Permitted Use: Operation of a non-profit charter public day school

Initial Term: Ten (10) years
Term begins: July 1, 2012
Term Ends: June 30, 2022

Extension Term: Up to two (2) additional five (5) year periods, as provided in Section 2.2 below.

Annual Base Rent (not including utilities): \$319,788.00 per year for ten (10) years.

Rent Schedule: Equal monthly installments of \$26,649.00 on the first day of each calendar month during the term.

Attachments: APPENDIX A – School Costs and Services Included/Not Included
APPENDIX B – Floor Plans of Designated Space

1.2 Documents Incorporated By Reference

The following documents in their entirety are incorporated herein by reference and made a part of this Lease Agreement: 1) 2011 Request for Proposal (“RFP”) issued by Lessor in connection with the lease of the premises listed above; and 2) Proposal submitted by Lessee in response to said Request for Proposal.

ARTICLE II
PREMISES, TERM AND RENT

2.1 Premises

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the three-story school building known as the Quincy E. Dickerman Elementary School located at 206 Magnolia Street, Dorchester, MA (the “Premises”), and more specifically as described in the Request for Proposal (“RFP”).

Notwithstanding anything to the contrary herein or in the RFP, the Lessee shall take the premises in “AS-IS” condition without any obligation on the part of the Lessor to prepare or construct the premises for Lessee’s occupancy and without any warranty or representation by the Lessor as to the condition of the premises.

2.2 Lease Term

The Term is the time period specified in Section 1.1 beginning and ending on the dates set forth therein. Any requests to extend the term of the contract and lease shall be made as follows: (a) Lessee shall provide written notice to Lessor no earlier than two (2) years and no later than twelve (12) months prior to the expiration of the then current Term; and (b) after receipt of such written notice, Lessor shall notify Lessee in writing of its decision to accept or reject such extension option, such written notice to be provided within sixty (60) days of receipt of said notice from Lessee. Lessor’s decision shall be at the sole discretion of the Lessor’s Superintendent of Schools. The Annual Base Rent for any Extension Term shall not exceed the Annual Base Rent for the immediately preceding Term multiplied by the average of the consumer price index for the five years immediately preceding the Extension Term.

2.3 Rent

Lessee covenants and agrees to pay the Annual Base Rent set forth in Section 1.1 to the Lessor in equal monthly installments on the first day of each calendar month during the term. All payments shall be due without billing or demand and without deduction, set-off or counterclaim except as set forth herein. All payments shall be payable to Lessor at its address as specified in Section 1.1, or to such other entities at such other places as Lessor may from time to time designate. Lessee shall not be considered to be in default in the payment of rent unless Lessee fails to comply with the provisions of Section 5.8 related thereto.

2.4 Costs

Lessee agrees to pay any additional costs set forth in Appendix A to the Lessor in equal monthly installments on the first day of each calendar month during the term. All payments shall be due without billing or demand and without deduction, set-off or counterclaim except as set forth herein. All payments shall be payable to Lessor at its address as specified in Section 1.1, or to such other entities at such other places as Lessor may from time to time

designate. Lessee shall not be considered to be in default in the payment of these costs unless Lessee fails to comply with the provisions of Section 5.8 related thereto.

2.5 Condition and Delivery of Premises

The Premises are leased to Lessee in the condition existing on the date hereof and Lessor has made no representations regarding the same except as expressly set forth herein. Lessor shall deliver the Premises to Lessee on the date on which the Term begins. Lessee has inspected the Premises and accepts them " AS-IS ".

2.6 Reservations

Lessor reserves the right from time to time, with prior written notice given at least twenty-four (24) hours in advance (except in an emergency), to access the Premises for the following purposes: (a) to perform Landlord's obligations as set forth herein; and (b) to relocate the antennas currently located on the roof of the Premises, which may be removed if and when deemed necessary and appropriate by Lessor, provided that the Lessor's access shall not unreasonably interfere with the Permitted Uses of the Premises.

ARTICLE III **LESSEE RESPONSIBILITIES AND LEASE CONDITIONS**

3.1 Maintenance and Repairs

Lessee shall be responsible for all routine cleaning and daily care required at the Premises, and shall pay any and all costs related thereto. Certain predetermined utilities costs may be added to the monthly lease payment, and said costs shall be determined according to attached Appendix A. Except for capital repairs and replacements and maintenance of the boiler as set forth below, all other costs shall be the exclusive responsibility of the Lessee. The Premises shall at all times be maintained in a substantially similar aesthetic manner as exists on the date hereof, reasonable use and wear and damage by fire or other casualty or condemnation excepted, and in any event free of all debris and any graffiti.

Lessee may make improvements, alterations, additions or installations ("Alterations") and conduct testing in or to the Premises with Lessor's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. The foregoing notwithstanding, the Lessor hereby consents to: (i) any cosmetic Alterations (such as painting, carpeting or wall papering) made from time to time by Lessee in and to the Premises; and (ii) any Alterations made from time to time by Lessee in and to the Premises which individually cost no more than Ten Thousand and 00/100 Dollars (\$10,000.00) and do not materially and adversely impact the structural elements of the Premises. Notwithstanding anything to the contrary contained in this Lease, Lessee shall not be obligated to make any improvements to the Premises or to alter the Premises in any way from their condition at the commencement of the Lease.

Lessor shall be responsible for the costs and performance of any and all necessary or required capital repairs or replacements to the Premises during the Term including all building systems, roof, skin and windows of the Premises. In addition, and notwithstanding anything to the contrary contained herein, Lessor shall be responsible for the maintenance and repair of the boiler system at the Premises, unless such maintenance is due to the negligence of Lessee or any party claiming by, through or under Tenant.

3.2 Cost Responsibilities

Lessee shall be responsible for all cost responsibilities set forth in Appendix A as well as all cost and expenses incurred by Lessee in the performance of its maintenance and operation responsibilities set forth in this Lease. Lessee is required to comply with all applicable federal, state, and local statutes, ordinances, and/or codes (as applicable to the Premises given any “grandfathered” status), and take all necessary and proper steps to assure the safety and security of visitors and employees to the site.

3.3 Operations

Lessee shall be responsible for the operation, maintenance and repair (other than capital repairs and replacements and the maintenance of the boiler which shall be the Lessor’s responsibility as set forth in Section 3.1 hereof) of the Premises which shall include:

1. Cleaning and maintaining the interior and applicable exterior of the facility, including but not limited to landscaping.
2. Replacement of all light bulbs, interior and exterior.
3. All telephone, telecommunications, and internet services.
4. All custodial services, and supplies and equipment necessary to maintain the Premises in a clean, sanitary, safe and attractive condition.
5. Trash removal and pickup including sufficient trash barrels and trash bags.
6. Snow removal services.
7. Lessee shall comply with all city, state and federal laws relating to access for people with disabilities (as applicable to the Premises given any “grandfathered” status), and agrees to defend and hold the Lessor harmless from and against all suits, claims, and actions relating to public accommodation discrimination.
8. Lessee will be responsible for providing and maintaining adequate interior and exterior security at the Premises. Lessee shall provide a plan of such security to the Lessor and Lessor shall approve or disapprove of the same within thirty (30) days of receipt, such approval not to be unreasonably withheld,

conditioned or delayed. Lessee shall provide at its own cost and expense, and without reimbursement, the direct cost of such security services for the Premises.

9. Lessee will be required to prepare and forward to the Lessor all reports of accidents and unusual incidents that occur on the premises within forty-eight (48) hours after said incident(s).
10. Lessee will be responsible for graffiti removal during the Terms of the Lease, but may contact the City of Boston Graffiti Busters for graffiti removal.
11. All signage, affixed or otherwise, must be approved by the Lessor. Lessee shall provide a plan of any such signage to Lessor and Lessor shall approve or disapprove of the same within thirty (30) days of receipt, such approval not to be unreasonably withheld, delayed or conditioned.

3.4 Entry for Repairs and Inspections

Lessee shall permit Lessor and its agents to enter and examine the Premises in any emergency at any time, and at other reasonable times as coordinated with Lessee, to examine the same and to make any repair or replacements Lessor that Lessor is responsible for hereunder, and to confirm that the Premises are in the condition required by this Lease.

Lessee shall further permit Lessor and its agents to enter and show the Premises to prospective Lessees or purchasers during the twelve (12) months preceding expiration of the Term as it may be extended pursuant to Article 2.2, provided that any such access shall be coordinated with Lessee and shall not unreasonably interfere with Lessee's use of the Premises.

3.5 Intentionally Omitted.

3.6 Property – Loss, Damage

Lessor or its agents shall not be liable for any damage to property of Lessee or property of others entrusted to employees of Lessee, nor for loss of or damage to any property of Lessee by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Lessor, its agents, servants or employees.

3.7 Destruction, Fire and Other Casualty

1. If the Premises or any part thereof shall be damaged by fire or other casualty, Lessee shall give immediate notice thereof to Lessor and this Lease shall continue in full force and effect as provided in this Section 3.7.

2. If the Premises are rendered wholly unusable for a period in excess of sixty (60) days as a result of fire or other casualty (whether or not the demised premises are damaged in whole or in part) or if the building is a complete casualty or shall be so damaged that Lessor shall decide to demolish it or to rebuild it, then, in any such events, either Lessor or Lessee may elect to terminate this Lease by written notice to the other party given within thirty (30) days after such fire or casualty and upon receipt of such written notice the Lease shall expire as fully and completely as if the date of such casualty was the date of the termination of this Lease and Lessee shall forthwith quit, surrender and vacate the premise without prejudice however to Lessor's rights and remedies against Lessee under the Lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date of termination and any payments of rent made by Lessee which were on account of any period subsequent to such date shall be returned to Lessee.
3. If the Premises are partially damaged such that the Premises are not rendered unusable for a period in excess of sixty (60) days or if neither Lessor nor Lessee elects to terminate the Lease pursuant to the provisions of this Section 3.7 above, the damage to the Premises shall be repaired by and at the expense of Lessor and the rent and any other monetary obligations hereunder shall cease from the date of such casualty until such date as the repairs are substantially completed and/or the Premises are placed in use by Lessee after such casualty provided that the Lessee is not occupying or otherwise using the Premises. If, however, during this sixty (60) day period, Lessee is in use of any portion of the Premises, all rent and other monetary obligations hereunder shall be apportioned for the portion(s) of the Premises in use by Lessee.

3.8 Eminent Domain

If the whole or any part of the Premises shall be acquired or condemned by eminent domain for any public or quasi public use or purpose, then and in that event, the term of this Lease shall cease and terminate from the date of title vesting in such proceeding and Lessee shall have no claim for the value of any unexpired term of said Lease.

ARTICLE IV **LIABILITY, INDEMNIFICATION AND INSURANCE**

4.1 Liability and Indemnification

Lessee shall indemnify, defend, and hold the City of Boston, Boston Public Schools, and Boston School Committee harmless against, and further agrees to assume all risks attendant to, any and all suits, claims, costs, expenses, losses or other damages, including attorneys fees and costs, which may arise out of or are otherwise caused by the negligent actions or omissions of the Lessee, its officers, employees or other agents in connection with the exercise of its rights under this Lease. Notwithstanding anything to the contrary contained in

the foregoing, Lessee shall not be liable for, and shall not assume any risk for, any suits, claims, costs, expenses, losses or other damages arising out of the presence of any environmental conditions on the Premises (whether known or unknown) as of the date hereof.

Lessor shall indemnify, defend, and hold the Lessee and its officers, employees or other agents harmless against, and further agrees to assume all risks attendant to, any and all suits, claims, costs, expenses, losses, or other damages including attorneys fees and costs, which may arise out of or are otherwise caused by the negligent actions of the Lessor, its officers, employees or other agents in connection with its responsibilities under this Lease.

The terms of this Paragraph 4.1 shall survive the termination of the Lease.

4.2 Insurance

Lessee shall maintain at its sole cost and expense public liability and property damage insurance with respect to the operations during the entire term of this Lease consistent with the terms listed herein.

The Lessee shall purchase and maintain such insurance as will protect itself, the City of Boston, the Boston Public Schools and the Boston School Committee from claims set forth below which may arise out of, or result from, the Lessee's operations, whether such operations be by the Lessee or by any subcontractors, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance will be provided and maintained by insurer(s) licensed to do business and in good standing in the Commonwealth of Massachusetts. The City of Boston, the Boston Public Schools and the Boston School Committee shall be listed as additional co-insureds with respect to the liability insurance policies on all applicable policies for the life of the lease or until otherwise stated, but only with respect to liabilities of the named insured arising out of its operations under the contract. Insurance certificates, which shall be an original, showing required insurance coverages and expiration dates, must be provided to the Lessor simultaneously with the execution of the Lease, and renewal certificates shall be provided annually throughout the Lease term. The certificates shall contain a thirty (30) day notice of cancellation to the certificate holder. Failure to provide the required policies or certificates of insurance and/or failure to maintain and continue such insurance in full force and effect throughout the Lease term shall be deemed a material breach of lease and contract. Such insurance shall be primary to, and not contributing with, any other insurance maintained by the City, and shall be maintained with annual policy limits for each respective year of the contract as follows:

- a) Comprehensive General Liability Insurance (occurrence form) policy providing bodily injury coverage, including death, for not less than one million dollars (\$1,000,000) coverage as to each occurrence and three million dollars (\$3,000,000) in the aggregate and five hundred thousand dollars (\$500,000) property damage, with contractual liability recognizing the indemnities contained in the RFP.

- b) Workers Compensation insurance policy, including coverage for occupational disease, in the amount of \$1,000,000.
- c) An excess liability/umbrella insurance policy in the minimum amount of \$2,000,000 each occurrence, \$2,000,000 aggregate.

4.3 Performance Bond

A performance bond of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory in form to the Lessor in the sum of five thousand dollars (\$5,000.00) will be required of the Lessee to guarantee the faithful performance of the contract. Simultaneously upon execution of the contract, the Lessee shall deliver such bond to the Lessor. Failure to provide the required bond shall render the contract award void and result in the forfeiture of the proposal deposit as liquidated damages.

ARTICLE V **OTHER TERMS AND CONDITIONS**

5.1 Subleasing

Subleasing of the Premises and/or the building is prohibited

5.2 Failure to Comply

Failure to comply with any of the contract or lease terms herein may subject the Lessee to termination of this contract and lease, as provided in Section 5.8 hereof.

5.3 Primary Lessee/Provider

Lessee agrees to be the primary lessee/provider/vendor for the purposes of implementing all terms and conditions of this Lease.

5.4 Conflict of Interest

Lessee hereby certifies and warrants that it is without conflict of interest regarding performance of any of the terms and conditions of the Lease.

5.5 Lessee Warranty

Lessee hereby certifies and warrants that it is a non-profit corporation authorized to do business and/approved in the Commonwealth of Massachusetts to operate a charter school.

5.6 Prohibition of Assignment or Encumbrance

Lessee shall not assign, mortgage, encumber or otherwise transfer any of its interest or obligations under the Lease without the prior written consent of the Lessor; provided,

however, that nothing contained in this Section is intended to preclude the Lessee from hiring, or otherwise retaining as employees, contractors for maintenance. In addition, nothing contained in this Section is intended to preclude the Lessee from allowing partner organizations to utilize space within the Premises; provided that Lessee remains the responsible party at all times, Lessee remains responsible for any and all acts or omissions of the partner organization, and Lessee agrees to enter into a written agreement with any partner organization in which said organization agrees to abide by all provisions contained in this Agreement and Lessee provides a copy of said written agreement to Lessor. Notwithstanding the foregoing, Lessee shall not suffer, nor permit any other party under its control to suffer, any lien, mortgage or other security interest to attach to the Premises for the repayment of money or value given without the prior written consent of the Lessor.

Any prohibited assignment, transfer, or encumbrance shall be deemed a material breach of the Lease subject to the provisions of Section 5.8 hereof.

5.7 Surrender and Lien for Rent

At the expiration of the Term or earlier termination of this Lease, Lessee shall, without the necessity of any notice, peaceably surrender the Premises, including all keys or lock combinations to the Premises and including all fixtures and work in any way bolted or otherwise attached to the Premises (which shall become the property of Lessor) except such fixtures, work and the like as Lessee reasonably agrees to remove. Upon the expiration or termination of this Lease, Lessee shall surrender the Premises in a condition comparable to the condition existing as of the date hereof, as it may subsequently be improved, excepting reasonable wear and tear and damage by fire or other casualty or condemnation.

Should Lessee fail to remove any of such goods, effects, and fixtures within thirty (30) business days after notice from Lessor, Lessor may have them removed, forcibly if necessary and may have such goods, effects and fixtures destroyed without liability to Lessor. The expense of such removal and reasonable repairs necessitated by such removal shall be borne by Lessee or reimbursed by Lessee to Lessor on demand.

5.8 Termination and Default

If there shall be any default on the part of Lessee in the payment of any monetary obligation hereunder for a period of thirty (30) days after the receipt by Lessee of written notice from Lessor of the same, or if there shall be any default on the part of Lessee in the performance of any of the other covenants on its part to be kept and performed continuing uncured for a period of sixty (60) days after written notice from Lessor to Lessee of such default (provided, however, if the default is of such a nature that it could not through the exercise of commercially reasonable efforts be cured within the aforesaid sixty (60) day period, then Lessee may request and Lessor may grant further time as is reasonable under the circumstances to effect a cure), then Lessee shall be in default hereunder and thereafter Lessor may terminate this Lease and/or take all other lawful action to perfect its remedies against the Lessee hereunder.

5.9 Holdover

If Lessee shall remain in the Premises or any part thereof after the termination or expiration of this Lease, such holding over shall, at Lessor's option, be as either (i) a Lessee at will or Lessee by the month (requiring thirty (30) days' notice of termination by either party to the other) at a monthly rent equal to the last monthly rent paid by Lessee, and otherwise subject to all of the covenants and conditions of this Lease as though it had originally been a monthly tenancy or (ii) a Lessee at sufferance subject to immediate eviction. Notwithstanding the foregoing, if Lessor desires to regain possession of the Premises promptly after the termination or expiration hereof and prior to acceptance of rent (but without prejudice to Lessor's right to accept payment for use and occupancy) for any period thereafter, Lessor may, at its option, pursue eviction process in a court of competent jurisdiction.

5.10 Expenses and Attorneys' Fees

Lessee shall pay on demand as additional rent Lessor's expenses, including reasonable attorneys' fees, incurred in enforcing any obligations of Lessee under this Lease with which Lessee has failed to comply.

5.11 Notices

Any notice which either party may or must give hereunder shall be in writing deemed given upon delivery if delivered personally during business hours, or upon mailing if mailed by certified mail, return receipt requested, addressed as follows:

If to Lessor:

Boston Public Schools
Office of Facilities Management
26 Court Street, 2nd Floor
Boston, MA 02108

Attn: Khadijah J. Brown AIA, Director

If to Lessee:

Roxbury Preparatory Charter School
120 Fisher Avenue
Boston, Massachusetts 02120

Attn: Director of Operations

5.12 Compliance with Laws

Lessee shall conform to and comply with all federal, state and local laws, regulations, ordinances and licensing requirements. This includes, but is not limited to, the Lessee submitting certification of tax compliance (M.G.L. c.62C, §49A) and a disclosure of beneficial interests (M.G.L. c.7, §40J).

5.13 Nondiscrimination

Lessee agrees, and shall require all agents to agree to abide by all state and federal anti-discrimination statutes to the extent required by law with regard to employment or otherwise in connection with any participant or beneficiary of any program or service hereby contemplated. In addition, Lessee shall require all agents to post in a conspicuous place all relevant notices and posters to be provided by the Massachusetts Commission Against Discrimination setting forth the provisions of the Fair Employment Law of the Commonwealth.

5.14 Waiver

Failure of the Lessor or the Lessee to require the performance of any obligation by the other party under the terms of this Lease in any specific instance shall not affect the right of such party to require performance of that or any other obligation in the future. Moreover, any waiver by the Lessor or the Lessee of any breach of any provision of this Lease shall not be construed as a waiver of any continuing or succeeding breach of that provision, a waiver or modification of the provision itself, or a waiver or modification of any other right or obligation provided or owed under the terms of this Lease.

5.15 Entire Agreement

This Lease Agreement, including all appendixes and attachments hereto, sets forth the entire understanding of the Parties hereto and supersedes all prior discussions, understandings and agreements between the Lessor or the Lessee relating to the subject matter herein contained. Neither the Lessor or the Lessee shall be bound by any definition, condition, representation, warranty, covenant, or provision other than as expressly stated in this Lease or as subsequently set forth in writing and executed by a duly authorized officer or agent of the party to be charged thereunder.

5.16 Governing Law

The validity, interpretation, and enforceability of this Lease shall be governed by the laws of the Commonwealth of Massachusetts.

5.17 Further Assurances

Lessor or the Lessee hereby agree to execute any further documents and do all other things as may be reasonably necessary or desirable to give full force, effect, and validity to this Lease.

5.18 Modification/Waiver

Unless otherwise stated herein, the provisions of this Lease may be modified only by an instrument in writing, signed by the parties hereto, or their legal representatives, successors or assigns. The waiver of one breach of any term, condition, covenant, obligation, or agreement of this Lease shall not be considered to be a waiver of any other term, condition, covenant, obligation or agreement or of any subsequent breach thereof.

5.19 Severability

If any provisions of this Lease or portion of such provision, or the application thereof to any person(s) or circumstance(s) is held invalid, the remainder of the Lease or such provision and the application thereof to other persons(s) or circumstances(s) shall remain in full force and effect.

5.20 No Agreement Until Signed

The submission of this Lease or a summary of some or all of its provisions for examination does not constitute a reservation of or option for the Premises or an offer to lease and no legal obligations shall arise with respect to the Premises or other matters therein until this Lease is executed and delivered by Lessor and Lessee.

5.21 Lessee's Authorized Representative

Lessee designates the person named from time to time as Lessee's Authorized Representative to take all acts of Lessee contemplated or required hereunder. Lessor may rely on the acts of such Authorized Representative without further inquiry or evidence of authority. Lessee's Authorized Representative shall be the person so designated in Section 1.1 and such successors as may be named from time to time as provided in Section 1.1. Lessor designates the person named from time to time as Lessor's Authorized Representative to take all acts of Lessor contemplated or required hereunder. Lessee may rely on the acts of such Authorized Representative without further inquiry or evidence of authority. Lessor's Authorized Representative shall be the person so designated in Section 1.1 and such successors as may be named from time to time as provided in Section 1.1

5.22 Quiet Enjoyment

Lessor covenants that, subject to the terms of this Lease, Lessee shall have peaceful and quiet enjoyment of the Premises against any person claiming by, through or under Lessor during the Term.

[Signatures appear on the following page.]

Executed by the Parties' duly authorized officers to take effect as a sealed Massachusetts instrument.

Signed and sealed this _____ day of _____, 2012.

REVIEWED BY:

Khadijah J. Brown, AIA, Director
Facilities Management

LESSOR:
City of Boston
Boston Public Schools

LESSEE:
Roxbury Preparatory Charter School

BY: _____
Dr. Carol R. Johnson
Superintendent

BY: _____
Nikisha Hawkins Bynoe

APPROVED AS TO FORM:

William F. Sinnott
Corporation Counsel, City of Boston

APPENDIX A

SCHOOL COSTS & SERVICES NOT INCLUDED

1. Maintenance and testing of the fire alarm system is the responsibility of the Lessor and shall be performed by BPS personnel. The cost of such maintenance and testing shall be \$1,200.00 annually to be paid by Lessee.
2. The security system in and around the premises, including the alarm monitoring service, shall be provided and maintained by the Lessor. The cost of such work shall be \$1,200.00 annually, to be paid by Lessee.
3. Utilities costs for all gas, electricity, water and sewer for the Premises shall be paid by the Lessee.

APPENDIX B
FLOOR PLANS
DICKERMAN ELEMENTARY SCHOOL