

## 2023-2024 School Year Lease Agreement

Lease dated as of the \_\_\_\_\_ day of August 2023 by and between the Northampton Public Schools, the City of Northampton, collectively (“Lessors”) and the Clarke School for the Deaf, aka, Clarke Schools for Hearing and Speech, as Lessee (“Lessee” or “Clarke”). Collectively, Lessors and Lessee are referred to as “the Parties”.

### ARTICLE I REFERENCE DATA

#### 1. (A) 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 Section I (A):

LESSORS' ADDRESS: City of Northampton, 210 Main Street, Northampton, MA 01060

LESSEE'S ADDRESS: 45 Round Hill Road, Northampton, MA 01060

BUILDING: Jackson Street Elementary School, 120 Jackson Street, Northampton, MA 01060

LOT: The grounds and parking lot of Jackson Street Elementary School, 120 Jackson Street, Northampton, MA 01060

LEASED SPACE: Classrooms #122 and #210, Pull-Out Space #126, and Office #125 at Jackson Street School.

FLOOR AREA OF LEASED SPACE: 2378 sq. feet.

TERM: From COMMENCEMENT DATE to June 30, 2024. The TERM shall be no longer than 10 months.

COMMENCEMENT DATE: September 1, 2023 or when approved by the Department of Elementary and Secondary Education, whichever is later.

FIXED RENT: \$34,000, \$3400/month, to be paid on or before the first of each month.

SECURITY DEPOSIT: None

PERMITTED USE: Operation of Lessee’s Pre-K through 5 school year program, for up to 9 Clarke students.

LIABILITY INSURANCE LIMITS: Refer to Article VI, Pars. 7 – 10.

**(B) EXHIBITS**

**[Add any here]**

**ARTICLE II  
PREMISES**

**2. PREMISES**

The use of the Leased Space and any Shared Space shall not interfere with the programs and operations of Jackson Street School, although the use of Shared Space by Clarke may be scheduled to enhance Jackson Street School programs and operations and may occur at times of shared programming outlined in a separate Shared Program Memorandum of Agreement between the District and Clarke.

**(A) LEASED SPACE.** Subject to and with the benefit of the provisions of this lease, Lessors hereby leases to Lessee, and Lessee leases from Lessors, the following surplus classroom and office space in the Jackson Street Elementary School, located at 120 Jackson Street, Northampton, MA 01060:

- i. Classrooms #122 and #210, Pull-Out Space #126, and Office #125 at Jackson Street School.

**(B) SHARED SPACE.** In addition to the above-referenced approximately 2378 square feet of Leased Space, Lessee shall also have access to the following Shared Space at Jackson Street Elementary School:

- i. Clarke employees, parents and visitors may park in the school property at designated spaces;
- ii. Clarke students, staff and visitors have access to student and staff rest rooms;
- iii. Clarke students and staff are given access to the following areas of the Jackson Street School premises during school year hours designated, in writing, by the Jackson Street School Principal and the Northampton Superintendent of Schools:
  - a. Library
  - b. Faculty lounge and rest rooms
  - c. Cafeteria
  - d. Playground
  - e. Gymnasium
  - f. Other areas designated by the Jackson Street School Principal and the Northampton Superintendent of Schools.

**ARTICLE III  
TERM**

**3. TERM**

This agreement shall be for a term beginning on the Commencement Date, and continuing for the TERM ending on June 30, 2024, unless sooner terminated as hereinafter provided.

The Lessee shall have the right to terminate the lease with thirty (30) days written notice prior to such date of its intention to terminate the remainder of the lease to both the Superintendent of Schools and the Mayor of the City of Northampton.

The Lessors shall have the right to terminate this Lease with thirty (30) days written notice prior to such of its intent to terminate the remainder of the lease to Lynne Raymer, Chief Financial Officer of Clarke School (or her successor) if at any time the Lessor determines that the Leased Space is being used by the Lessee for any purpose other than the Permitted Uses.

**ARTICLE IV  
LESSORS' COVENANTS**

**4. (A) LESSORS' COVENANT DURING THE TERM:**

(1) To provide maintenance for the exterior and interior of the Building of the Leased Space and the common systems of the Building and the Lot of the Leased Space and to remove snow and ice from the Lot;

(3) Except as otherwise provided in this Lease, to make such repairs to the roof, exterior and interior walls and common facilities of the Building and the Lot of the Leased Space as may be necessary to keep them in good repair and condition.

(4) To provide telephone, intercom capability with the Jackson Street School office, and internet capability (filtered as per Federal law) in the Leased Space.

(5) To provide and pay for electricity, water and other utilities used by Lessee in the leased premises, to include reasonable and sufficient heat during Northampton Public School's annual school year calendar. The HVAC system shall be maintained by Lessors.

(8) To arrange and pay for the lawful disposal of refuse and garbage resulting from Clarke's Permitted Uses under the Lease.

(9) To provide access to the Building to the employees, students and visitors of the Lessee during Lessee's hours of operation (which shall limited to the starting and ending dates of the Northampton Public School's annual school year calendar and to daily hours approved by the Jackson Street School Principal that shall be during regular School District hours), provided that the Lessors may request or otherwise impose identification or other security procedures for said access consistent with normal School District policies of the Northampton Public Schools. If requested, school building keys will be provided to appropriate Clarke employees for the purpose

of securing the Clarke Leased Space.

(10) To the fullest extent permitted by law, the Lessor will indemnify the Lessees and hold them harmless from any liability for injury, loss, accident or damage to any person or property and from any claims, actions, proceedings: (i) arising from the omission, fault, willful act, negligence or other misconduct of Lessors, but not due to the omission, fault, willful act, negligence or other misconduct of Lessee, or (ii) resulting from the failure of Lessors to perform and discharge its covenants and obligations under this Lease.

## **ARTICLE V RENT**

### **5. (A) FIXED RENT**

(1) Lessee agrees to pay rent in the total amount of up to \$34,000 for the Term, such rent to be paid in the amount of \$3,400.00 per month in advance of the first day of each calendar month included in the Term; and for any portion of a calendar month at the beginning or end of the Term, a portion of such fixed monthly rent, prorated on a per diem basis. The TERM shall be no longer than 10 months.

All payments of fixed rent shall be by check made payable to **the Northampton Public Schools** and sent to the Northampton Public Schools c/o **Bobbie Jones, School Business Administrator**, or to such other person and/or at such other address as Lessors may from time to time designate.

## **ARTICLE VI LESSEE'S COVENANTS**

### **6. LESSEE'S COVENANTS DURING THE TERM.**

Lessee covenants during the Term and such other time as Lessee occupies any part of the leased premises:

(1) To pay when due (a) all Fixed Rent

(2) Except as otherwise provided in this Lease, to keep the leased premises in good order, repair and condition, reasonable wear only excepted; and at the expiration or termination of this lease peaceably to yield up the leased premises and all changes and additions therein in such order, repair and condition, first removing all goods and effects of Lessee and those claiming under Lessee and any items the removal of which is required by any agreement between Lessors and Lessee (or specified therein to be removed at Lessee's election and which Lessee elects to remove), and repairing all damage caused by such removal and restoring the leased premises and leaving them clean and neat.

(3) To use and occupy the leased premises only for the Permitted Use; and not to injure

or deface the Leased Space, Shared Space, Building, or Lot; and not to permit in the leased premises any auction sale, nuisance, or the emission from the leased premises of any objectionable noise or odor; nor any use thereof which is improper, offensive, contrary to law or ordinance or liable to invalidate or increase the premiums for any insurance on the Building or Lot (or any portion thereof) or its contents, or liable to render necessary any alteration or addition to the Building or Lot;

(4) To keep the leased premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority and/or any insurance inspection or rating bureau having jurisdiction, and to procure all licenses and permits required because of any use made by Lessee and, if requested by Lessors, to do any work required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way the Permitted Use;

(5) Not without the prior written consent of Lessors to assign, hypothecate, pledge or otherwise encumber this lease, to make any sublease or to permit occupancy of the leased premises or any part thereof by anyone other than Lessee voluntarily;

(6) To the fullest extent permitted by law, to indemnify, defend and hold harmless the Lessors, their elected and appointed officials, their employees, and volunteers from any liability for injury, loss, accident or damage to any person or property and from any claims, actions, proceedings arising from the omission, fault, willful act, recklessness, negligence or other misconduct or omissions of Clarke or anyone claiming under Clarke, or from any use made or thing done or occurring upon or about the leased premises but not (i) due to the omission, fault, willful act, negligence or other misconduct of Lessors, or (ii) resulting from the failure of Lessee to perform and discharge its covenants and obligations under this lease.

(7) Lessee shall obtain and keep in full force during the term of this agreement Commercial General Liability insurance (including products & completed operations, personal injury, broad form contractual liability, broad form property damage, and abuse and molestation), designating the City of Northampton and the Northampton Public Schools, their elected and appointed officials, their employees and volunteers as Additional Insureds on a primary and non-contributory basis as respects any claims arising from the negligence or other wrongful acts of Clarke or its personnel, with minimum limits per occurrence of not less than One Million Dollars (\$1,000,000) per occurrence and \$2 million (\$2,000,000) in the annual aggregate. Lessee shall deliver to Lessors the policies of such insurance, or certificates thereof at least fifteen (15) days prior to the Commencement Date, and each renewal policy or certificate thereof, at least fifteen (15) days prior to the expiration of the policy it renews. Lessee agrees to waive its right of subrogation against Lessors and shall obtain a waiver from its insurance company releasing the carrier's subrogation rights against Lessors. Each such policy shall be written by a responsible insurance company authorized to do business in the Commonwealth of Massachusetts underwritten by a company with a minimum rating of A (Excellent)/Financial Size X from A. M. Best & Company and shall provide that the same shall not be modified or terminated without at least twenty (20) days' prior written notice to Lessors.

(8) To secure and maintain sufficient Property Insurance for the replacement cost on Lessee's equipment, furniture & fixtures, goods, improvements/betterments and business interruption/extra expense in sufficient amounts against damage or loss, including damage or loss caused by Fire and all other perils covered by a standard All Risk Insurance Policy. Lessee agrees to waive its right of subrogation against Lessors and shall obtain a waiver from its insurance company releasing the carrier's subrogation rights against Lessors.

(9) To keep all employees of the Lessee working in the leased premises adequately covered by workmen's compensation insurance in amounts no less than that required by law, and to furnish Lessors with certificates thereof. Lessee agrees to waive its right of subrogation against Lessors and shall obtain a waiver from its insurance company releasing the carrier's subrogation rights against Lessors.

(10) To secure and maintain Umbrella Liability Insurance for the total limit purchased by the Lessee but not less than a \$5,000,000 limit providing excess coverage over all limits and coverage noted in Par. 6, Sec. (7), (8) and (9), immediately above. This policy shall be written on an "occurrence" basis. Coverage shall apply on a primary and non-contributory basis for any party Lessee is required to include as additional insured under this agreement.

(11) To ensure that all current and prospective employees and volunteers of the Lessee who may have direct and unmonitored contact with children at the Jackson Street premises must have successfully undergone all legally required criminal background checks before being able access the Building, Lot, Leased Space and/or Shared Space. This includes CORI and SORI background screening, as well as fingerprinting for Clarke employees. Clarke shall provide documentation of same upon request and with reasonable notice to the Northampton Public Schools. Clarke further represents and warrants that its employees are fit to be on Northampton School District property during the course of the school day.

(12) Clarke employees will be fully responsible for oversight and supervision of Clarke School students. Clarke employees, student and visitors will conform to all relevant Northampton Public School district policies, protocols and practices, including but not limited to fire drill and evacuation procedures that may occur while present at Jackson Street School, those related to health and safety, Covid-19, antibullying, anti-discrimination and anti-harassment.

(13) To acknowledge that the Northampton Public Schools' primary responsibility is to its students and in the event that the Northampton Public Schools has health or safety concerns regarding Clarke employees or Clarke visitors, that Clarke will remove those employees or visitors at the Northampton School District's request.

(14) To permit Lessors and its agents entry: to examine the leased premises at reasonable times and, if Lessors shall so elect, to make repairs, alterations and replacements; to remove, at Lessors' expense, any changes, additions, signs, curtains, blinds, shades, awnings, aerials, flagpoles, or the like not consented to in writing;

(15) To pay promptly when due the entire cost of any work done on the leased premises by Lessee and those claiming under Lessee; not to cause or permit any liens for labor or materials

performed or furnished in connection therewith to attach to the leased premises; and immediately to discharge any such liens which may so attach;

(16) Not to make any exterior or structural alterations, improvements, changes or additions (nor any interior non-structural alterations, improvements, changes or additions, including those that would affect any common utility or mechanical system in the Building) to the leased premises without Lessors's prior written consent. **See Exhibit A for a list of permitted alterations, improvements, changes or additions, which may include the installation of specialized auditory equipment, FM Systems, Computers, Smart boards, or electronic gear, as needed, to link data Connections in the Leased Space.** All alterations, improvements, changes or additions permitted by Lessors (i.e., Permitted Improvements) to be undertaken by Lessee shall be done in a good and workmanlike manner and in compliance with the applicable laws, ordinances, regulations, codes and orders of governmental authorities and insurance rating or inspection bureaus, including but not limited to the Americans with Disabilities Act of 1990, 42 USC Sec. 12101, et. seq.

- a. **Lessors shall have the right (but not the obligation) to carry out the work (through its own personnel or contractors hired by the Lessors)** on any Permitted Improvements. When Lessors approve Permitted Improvements to be performed by Clarke vendors, lessors retain the right to inspect the work of the Lessee at reasonable times and Lessee shall correct any reasonable deficiencies in said work as noted by Lessors.
- b. It shall be the Lessee's responsibility to obtain and pay for any and all permits, inspections and local approvals necessary for Permitted Improvements.
- c. In no event shall any work related to Permitted Improvements give rise to any lien on the Lessors' interest in the premises and the Lessee shall pay the entire costs of all Permitted Improvements promptly in cash or its equivalent so that the Parties interests in the premises shall always be free of liens for labor and materials.
- d. If any lien is filed against the premises, then the Lessee shall discharge the same by payment or by filing any necessary bond within thirty (30) days after the lease has notice from any source of such lien.
- e. Lessors' representatives may enter upon the premises from time to time on reasonable notice to Lessee for the purpose of inspecting work being performed by the Lessee, and such entry shall not be construed to be in violation of the Lessee's right to exclusive possession of non-shared paces under this Agreement.
- f. **Except as identified in Par. 6(16)(g), immediately below, at all times during this Lease Term, lessors shall continue to have title to the premises and all lease improvements, whether contracted by Lessor or Lessee.**
- g. **The following items will remain the property of Clarke during and after the Lease, and as such may be removed by Clarke at the termination of the lease: equipment such as (FM Systems, Computers, Smart Boards), and any furniture and other instructional supplies and materials of Clarke.**

**ARTICLE VII  
DEFAULT**

**7. (A) EVENTS OF DEFAULT - LESSEE**

- (1) If Lessee shall default in the payment of Fixed Rent, and if Lessee shall fail to cure said default within thirty (30) days after receipt of notice of said default from Lessors, or (2) if Lessee shall default in the performance or observance of any other agreement or condition on its part to be performed or observed and if Lessee shall fail to cure said default within thirty (30) days after receipt of notice of said default from Lessors (but if longer than thirty days shall be reasonably required to cure said default, then if Lessee shall fail to commence the curing of such default within fifteen days after receipt of said notice and diligently prosecute the curing thereof to completion), or (3) if any person shall levy upon, or take this leasehold interest or any part thereof upon execution, attachment or other process of law, or (4) if Lessee shall make an assignment or its property for the benefit of creditors, or (5) if Lessee shall be declared bankrupt or insolvent according to law, or (6) if any bankruptcy or insolvency proceedings shall be commenced by or against Lessee, or (7) if a receiver, trustee or assignee shall be appointed for the whole or any part of Lessee's property, or (8) if Lessee shall vacate the leased premises, then in any of said cases, Lessors lawfully may immediately, or at any time thereafter, and without any further notice or demand, enter into and upon the leased premises or any part thereof in the name of the whole, by force or otherwise, and hold the leased premises as if this lease had not been made, and expel Lessee and those claiming under it and remove its or their property (forcibly, if necessary) without being taken or deemed to be guilty of any manner of trespass (or Lessors may send written notice to Lessee of the termination of this lease), and upon entry as aforesaid (or in the event that Lessors shall send Lessee notice of termination as above provided, on the fifth (5th) day next following the (date of the sending of the notice), the term of this lease shall terminate. Notwithstanding the provisions of clauses (1) and (2) of the immediately preceding sentence, if Lessors shall have rightfully given Lessee notice of default pursuant to either or both of said clauses twice during this TERM, and if Lessee shall thereafter default in the payment of Fixed Rent, additional rent or other payments and/or the performance or observance of any other agreement or condition required of Lessee, then Lessors may exercise the right of termination provided for it in said immediately preceding sentence without first giving Lessee notice of such default and the opportunity to cure the same within the time provided in said clause (1) and/or clause (2), as the case may be.

**(B) EVENTS OF DEFAULT- LESSORS**

Each of the following is an "Event of Default" by Lessors: (a) Lessors fails to comply with any obligation or covenant of Lessors under this Lease and fails to cure such failure within 30 days after receiving written notice from Lessee specifying such failure, or for those failures that cannot



be cured within such 30-days' period, if Lessors fails to commence such cure within said 30-days' period and thereafter to diligently pursue such cure to completion; (b) Any warranty, representation, or statement that Lessors makes in this Lease is incorrect or misleading in any material respect on the date made.

Remedies of Lessee: Upon the occurrence of an Event of Default by Lessors, Lessee has the remedies described below under "Cure by Lessee", if applicable, given the nature of the Event of Default, and Lessee has any other remedies available to Lessee at law or in equity. In addition, if the Event of Default by Lessors is of such a nature that the Event of Default materially interferes with Lessee's use or occupancy of the Premises, in Lessee's reasonable judgment, and Lessors fails to fully cure or eliminate the cause(s) of such Event of Default within 30 days following written notice from Lessee stating that such an Event of Default has occurred, then Lessee also has the right to terminate this Lease by giving Lessors a written Notice of Termination that Lessee must give at least ten days before the Expiration Date stated in such Notice of Termination. Upon the Expiration Date, this Lease comes to an end as fully and completely as if the Expiration Date stated in such notice were the Expiration Date originally fixed, provided, however, that Lessors remains liable for any breach of Lessors's obligations under this Lease occurring before the date of termination.

Cure by Lessee If Lessors fails to perform any obligation, agreement, or condition of Lessors under this Lease, including, but not limited to, failing to make any required repairs or to provide any Building services, and if such failure interferes with Lessee's use or occupancy of the Premises, in Lessee's reasonable judgment, and if Lessors does not cure such failure within 30 days after written notice from Lessee specifying the failure (or, for those failures that are incapable of being cured within such 30-days' period, if Lessors fails to commence such cure within said 30-days' period and thereafter fails to diligently pursue such cure to completion), Lessee, at Lessee's sole option, and without waiving or limiting any claim for damages, at any time thereafter has the right to perform such obligation for Lessors, provided that Lessee has the right to cure any such failure before the expiration of the waiting period described above (but after notice to Lessors, including telephonic notice) if the curing of such failure before the expiration of the waiting period is reasonably necessary to prevent injury to persons or property. If Lessee makes any expenditure or incurs any obligation for the payment of money in order to cure Lessors's failure to perform as aforesaid, such monies paid or obligations incurred, to the extent they are reasonable, are deemed paid or incurred on behalf of Lessors, and Lessors agrees to reimburse Lessee therefore or save Lessee harmless there from. Lessee must deliver to Lessors an itemized statement of all costs that Lessee incurs to cure Lessors's failure to perform, together with copies of all bills, invoices, receipts, and other documents evidencing such costs. Lessors must promptly pay any outstanding bills for labor, materials, or both, and, within 30 days of Lessee's demand, must reimburse Lessee for any amount that Lessee pays on behalf of Lessors. If Lessors fails to reimburse Lessee within such period, Lessee has the right to deduct the amount from the next or any succeeding payments of Rent due under this Lease.

### **C. REMEDIES CUMULATIVE**

Any and all rights and remedies of Lessors and Lessee under this Lease, at law, and in equity, are cumulative and are not to be deemed incompatible with each other and Lessors and Lessee each

has the right to exercise any two or more such rights and remedies simultaneously, to the extent permitted by law.

## **ARTICLE VIII CASUALTY AND TAKING**

### **8. (A) CASUALTY AND TAKING**

In case during the term of this lease all or any substantial part of the leased premises, the Building, or Lot or any one or more of them, are damaged by fire or any other casualty or by action of public or other authority or are taken by eminent domain, this lease shall terminate at Lessors's or Lessee's election, which may be made notwithstanding Lessors's or Lessee's entire interest may have been divested, by notice given to the other party within thirty (30) days after the occurrence of the event giving rise to the election to terminate. Said notice shall, in the case of damage as aforesaid, specify the effective date of termination which shall be not less than thirty (30) nor more than sixty (60) days after the date of notice of such termination. In the case of any such taking by eminent domain, the effective date of the termination shall be the day on which the taking authority shall take possession of the taken property. Fixed Rent and additional rent shall be apportioned and adjusted as of the elective date of any such termination. If in any such case the leased premises are rendered unfit for use and occupation and this lease is not so terminated, both parties shall use due diligence to put the leased premises, or, in the case of a taking, what may remain thereof (excluding any items which both parties may be required or permitted to remove from the leased premises at the expiration of the term of this lease) into proper condition for use and occupation, but both parties shall not be required to spend more than the net proceeds of insurance or award of damages it receives therefore, and a just proportion of the Fixed Rent and additional rent according to the nature and extent of the injury to the leased premises shall be abated until the leased premises or such remainder shall have been put by both parties in such condition; and in case of a taking which permanently reduces the area of the leased premises, a just proportion of the Fixed Rent shall be abated for the remainder of the Term.

## **ARTICLE X GENERAL PROVISIONS**

### **10. (A) CAPTIONS**

The captions of the Articles are for convenience and are not to be considered in construing this lease.

### **(C) NOTICES**

All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid, by mailing the same by Express Mail or by having the same delivered by a commercial delivery service such as Federal Express, UPS, and the like. If given to Lessee the same shall be directed to Lessee at Lessee's Address or to such other person or at such other address

as Lessee may hereafter designate by notice to Lessors; and if given to Lessors the same shall be directed to Lessors at Lessors's Address, or to such other person or at such other address as Lessors may hereafter designate by notice to Lessee. In the event the notice directed as above provided shall not be received upon attempted delivery thereof to the proper address and shall be returned by the Postal Service or delivery service to the sender because of a refusal of receipt, the absence of a person to receive it, or otherwise, the time of the giving of such notice shall be the first business day on which delivery was so attempted.

**(D) NO SURRENDER**

The delivery of keys to any employee of Lessors or to Lessors's agent or any employee thereof shall not operate as a termination of this lease or a surrender of the leased premises.

**(E) BROKERS**

Lessee hereby represents and warrants to Lessors that it has dealt with no broker in connection with this lease and there are no brokerage commissions or other finders' fees payable in connection herewith.

**(G) APPLICABLE LAW AND CONSTRUCTION**

This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and, if any provisions of this Lease shall to any extent be determined to be invalid, the remainder of this Lease shall not be affected thereby. There are no oral or written agreements between Lessors and Lessee affecting this Lease. This Lease may be amended, and the provisions hereof may be waived or modified, only by instruments in writing executed by Lessors and Lessee. The titles of the several Articles and Sections contained herein are for convenience only and shall not be considered in construing this Lease. Unless repugnant to the context, the words "Lessors" and "Lessee" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them respectively. If there be more than one Lessee, the obligations imposed by this Lease upon Lessee shall be joint and several.

**(H) AUTHORITY**

Each person executing this Lease on behalf of a party does hereby covenant and warrant that (a) the party is qualified to do business in the Commonwealth of Massachusetts, (b) the party has full right and authority to enter into this Lease, and (c) each person signing on behalf of the party is authorized to do so.

**ARTICLE XI  
SECURITY DEPOSIT**

11. NOT REQUIRED

**ARTICLE XIII  
NON-DISCRIMINATION**

12. The parties involved in this contract shall not discriminate against any person because of race, age, disability, sex, gender, gender identity, creed, color, religion, national origin, sexual orientation (provided said orientation does not have as its object minor children) or any other status protected by law.

**ARTICLE XIV  
MODIFICATION**

13. In the event that any holder or prospective holder of any mortgage which includes the leased premises as part of the mortgaged premises, shall request any modification of any of the provisions of this lease, other than a provision directly related to the rents payable hereunder, the duration of the term hereof, or the size, use or location of the leased premises, Lessee agrees that Lessee will enter into an amendment of this lease containing each such modification so requested.

EXECUTED in two or more counterparts as of the day and year written below.

Lessors and Lessee have executed multiple counterparts of this document, in accordance with the laws of the Commonwealth of Massachusetts, neither of whom incurs any personal liability as a result of such signature.

**LESSORS:**

By: \_\_\_\_\_

Printed Name: Gina-Louise Sciarra

Title: Mayor, City of Northampton  
Chair, Northampton School Committee

**LESSEE: Clarke School**

By: \_\_\_\_\_

Printed Name: Lynne Raymer , CPA

Title: Chief Financial Officer for the Clarke Schools for Hearing and Speech

By: \_\_\_\_\_

Dr. Portia Bonner

Superintendent of Schools for the Northampton Public Schools

By: \_\_\_\_\_

The Honorable Gina-Louise Sciarra

Mayor, City of Northampton

DRAFT