

CONTRACTUAL AGREEMENT

The following is an agreement between Essex Sports Center ("ESC") and their representatives, heirs, successors and/or assigns and Essex North Shore Agricultural and Technical High School ("ENSAT") and their representatives, heirs, successors and/or assigns.

As a result of a lease executed on December 28, 2015, between ESC and DCAMM, an agency of The Commonwealth of Massachusetts (the Landlord of the property which ESC is leasing), to which ENSAT is a third party beneficiary, ESC makes the following agreement with ENSAT in addition to those commitments contained in the above mentioned lease.

In consideration of negotiations which took place between representatives of ESC and a subcommittee of ENSAT's School Committee on December 22, 2015, ESC agrees to:

1. Pay rent in the amount of \$110,000.00 for the first year, \$111,000.00 for the second year, \$112,000.00 for the third year, \$113,000.00 for the fourth year, \$115,000.00 for the fifth year, and then to pay rent in accordance with the formula for escalation contained in the lease of 12/28/15. ESC fully acknowledges that this rent is in excess of the original appraised rental value.
2. Donate to ENSAT 40 hours of unpaid surface time (ice or field) each year that the lease is in effect. The times for donated surface time (ice or field) are to be determined by July 1st of each year, as a result of a meeting or an exchange of proposals between The Superintendent of ENSAT and The President of ESC.
3. Negotiate a fair discount for students at the Pro-Shop and Health Center at ESC.

4. Allow all gate receipts at ENSAT events either at the Ice Rinks or The Field Surface to go to ENSAT.
5. Insure that if ENSAT requires either ice time or field surface time in addition to the donated time referred to above, ENSAT will pay discounted rates of \$225.00 per hour for ice time and \$150.00 per hour for turf time. ENSAT acknowledges that they also will pay an additional amount as required by any escalation clause contained in the lease of December 28, 2015, referred to above.
6. Acknowledge that ENSAT retains their rights to notify the ESC by July 1st of each year for ice time and field time as outlined in the lease of December 28, 2015, and Chapter 237 of The Acts of 2014 of The Commonwealth of Massachusetts.
7. Install a walkway of packed gravel over the utilities to be installed on Manning Avenue which will be used by the students and/or the public coming to or from events at ESC.


Both Parties agree to collaborate in the future with regard to projects that may be beneficial to both and to reduce any future agreements on any of those projects to writing and to seek all proper approvals prior to initiating such projects.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their representatives, heirs, successors, and assigns. This Agreement shall be deemed to express, embody and supersede all previous understandings, agreements and commitments, whether written or oral, between the parties hereto with respect to **the subject matter contained herein**


and to set forth the entire agreement between the parties hereto **with regard to subject matter contained herein** while both fully acknowledging that there are previous understandings, agreements and commitments contained in the lease of December 28, 2015, executed between ESC and DCAMM which must be adhered to. No modifications to this Agreement shall be binding unless executed in writing and signed by both parties hereto or their successor(s). This Agreement shall be governed by the Laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, _____.

Executed on this by



Scott Rouisse
President of ESC



Melissa Teixeira
Chair Person