

LEASE BETWEEN THE TOWN OF RAYMOND  
AND  
RAYMOND SCHOOL DISTRICT  
FOR LEASE OF RCTV SPACES AT RAYMOND HIGH SCHOOL

This Lease made and executed on December 3, 2012, between the Raymond School District, a corporation, organized pursuant to RSA 189: et. seq., and existing under the laws of the State of New Hampshire having its principal office at 43 Harriman Hill Rd., Town of Raymond, County of Rockingham, State of New Hampshire, referred to as "LESSOR" and Town of Raymond, a municipal corporation duly organized under the laws of New Hampshire, having its principal office at 4 Epping St., Town of Raymond, County of Rockingham, State of New Hampshire, referred to as "LESSEE".

WHEREAS, pursuant to RSA 53-C, the Raymond Board of Selectmen is the Franchising Authority of the Town of Raymond;

WHEREAS, pursuant to RSA 189, et seq., and RSA 194, et. Seq., the Raymond School Board has oversight responsibility for the property known as the Raymond High School; and

WHEREAS, pursuant to RSA 194:2, the Raymond School District is authorized to enter into leases relating to the use of Raymond High School.

NOW, THEREFORE, the Raymond School District and the Town of Raymond Board of Selectmen (referred to collectively as "the parties") agree as follows:

1. Definitions:

RCTV: The acronym for Raymond Community Television; the Public Education, and Government access town department overseen by the Cable Committee.

PEG: The acronym for "public, educational and government," used in conjunction with Access Channels, programming, support and facilities.

Production Control Room: A room that contains equipment that will allow signals to be received from remote locations and that will allow broadcast of signals over the cable system. This room will also contain equipment necessary to control equipment in the studio. In addition, this room will be used to store equipment such as cameras, editing equipment and the like.

Office: The space within the Production Control Room used for administrative and operational functions.

Meeting Control Annex: A space within a room that contains equipment necessary to broadcast from a designated meeting room.

Edit space: Space within the Media Directors office used to edit PEG programs

**Government Access Meeting Room:** A room containing equipment (cameras, microphones, etc) used to broadcast or record government or School District meetings or events.

**Studio:** A room that will be used exclusively by the Raymond School District for normal classes or for use as a classroom to teach students in the art of Audio Video (AV) production between 7:30 AM and 4:00 PM on school days and as an AV production studio for creating PEG suitable material during non-school hours.

**RCTV Spaces:** The area that includes the "Production Control Room", "Office", "Meeting Control Annex", "Edit Space", "Government Access Meeting Room", and "Studio" will be utilized by RCTV to record, broadcast, or edit PEG programming.

**2. Lease:**

LESSOR leases to LESSEE RCTV Spaces that are located within Raymond High School.

**3. Term:**

The term of this Lease will be for 10 years, commencing on December 3, 2012 and ending on December 3, 2022, contingent upon the approval of the School District's 2013 Annual Meeting. From December 3, 2012 until March 15, 2013, LESSEE shall have a license to utilize the Premises. If the School District's 2013 Annual Meeting does not approve the LEASE, the license shall terminate.

**4. Utilities and Other Charges:**

LESSOR shall pay for utility services consisting of adequate electric, heat, and water. LESSEE shall pay all telephone charges. LESSOR shall supply the janitorial services provided to the rest of the Raymond High School. LESSEE shall follow LESSOR's maintenance request procedures when requesting janitorial services. LESSEE shall make by January 30<sup>th</sup> of each year an annual payment to LESSOR as LESSOR's compensation for utilities and custodial services.

The first annual payment of \$1,500 to be paid in January 2013 will be adjusted annually thereafter by multiplying the prior January payment by the most recent December to December percent change in Consumer Price Index for the Boston-Brockton- Nashua, MA-NH-ME-CT local area as shown in the Bureau of Labor Statistics CPI Table 10.

**5. Insurance:**

Insurance for the facilities and the use shall be maintained by LESSOR. LESSEE shall maintain insurance on all PEG related equipment within the leased premises.

6. Security Measures:

LESSOR will work cooperatively with LESSEE to design and develop appropriate security measures for the RCTV Spaces.

A. Rights of access to RCTV Spaces shall be available only to persons authorized by the Town of Raymond Board of Selectmen or their agents, as designated in writing.

B. Such authorized persons shall have 24 hour by 7 day access to the Production Control Room and Studio.

C. RCTV Spaces shall be available to such authorized persons during non-school hours or during school hours if the room is not being used by the LESSOR. The Raymond School Board or their agents, designated in writing, shall have the first choice in scheduling studio time during school hours. Scheduling shall be jointly determined by the LESSEE and LESSOR.

D. LESSEE shall control and maintain a list of authorized RCTV personnel including phone numbers. This list shall be made available to LESSOR and a new revised copy delivered to LESSOR whenever a change takes place.

E. LESSEE shall maintain a list of persons authorized to use the studio during non-school hours including phone numbers. This list shall be made available to LESSOR and a new revised copy delivered to LESSOR whenever a change takes place.

F. LESSEE shall control, and maintain a list of all PEG equipment, its condition, status and location and will update the list whenever a change takes place.

7. Access to Facilities:

LESSOR's staff & faculty members certified by the RCTV Cable Coordinator as trained in the use of PEG equipment shall have access to the RCTV Spaces to provide instruction to high school students regarding the RCTV equipment, editing, and facilities during school hours. LESSOR's staff & faculty members may take a training course provided by RCTV in the use of the PEG channel equipment. Student access to the facilities shall be under the supervision of staff trained in the use of RCTV equipment. LESSOR's staff member shall be present at all times with students in the Production Control Room and in The Studio whenever RCTV equipment is present in that room.

8. Use:

The RCTV Spaces shall be used for the production of public, educational, and governmental programming, as defined by the Raymond Selectmen and as an education and training facility for LESSOR.

The Raymond Board of Selectmen or its duly authorized agent shall jointly develop with LESSOR or its duly authorized agent rules for the use of the PEG channel equipment by LESSOR's employees and students during school hours.

9. Modifications:

Modifications to the RCTV Spaces may be proposed by the Raymond Board of Selectmen or their agents and must be approved by LESSOR or its duly authorized agent. LESSEE will pay for all modifications.

10. Structural Repairs:

During the course of the Lease, LESSOR is required to make all structural repairs to the facilities as it would in the ordinary course of maintaining its school property.

11. Improvements:

Upon expiration of the Lease, LESSEE shall own all alterations and improvements to the leased premises paid for by LESSEE, to the extent such improvements are not fixtures to the premises and can be removed without damage to the premises. All fixtures become the property of LESSOR upon the termination of the Lease. All maintenance and repairs provided and paid for by LESSOR shall remain under the ownership of the LESSOR.

12. Termination:

The Lease may be terminated only upon mutual agreement of the parties. The LESSOR and LESSEE may extend the term of the Lease upon mutual agreement and subject to approval of LESSOR's legislative body.

13. Amendments:

Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if in writing and signed by each party or an authorized representative of each party.

14. Execution Authority:

The parties agree to execute whatever papers and documents and seek such other approvals as may be necessary to effectuate the terms of this Lease.

IN WITNESS WHEREOF, each party to this agreement has caused to be executed at on the date indicated below.

Dated: 1-7-13

TOWN OF RAYMOND  
BOARD OF SELECTMEN

Craig Whalen  
Witness

By: Lee Welby

Craig Whalen  
Witness

By: Peter Buckley

Craig Whalen  
Witness

By: William A. Hill

Craig Whalen  
Witness

By: Wynne F. Welch

Witness

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

Dated: 1-23-13

RAYMOND SCHOOL BOARD

Rosalie Bucklett  
Witness

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

Rosalie Bucklett  
Witness

By: Jay Lehman

Rosalie Bucklett  
Witness

By: Maurice J. Lewis

Rosalie Bucklett  
Witness

By: John Stewart

Witness

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

