

LEASE AMENDMENT
Owner Maintains Facility to Statewide Adequacy Standards

_____ (FIRST, SECOND, ETC.) AMENDMENT to _____ (INSERT TITLE OF LEASE AGREEMENT)

This _____ (FIRST, SECOND, ETC.) AMENDMENT to the _____ (INSERT TITLE OF LEASE AGREEMENT) is entered into on _____ (DATE) by and between _____ (“Owner”) and _____ (“Lessee”) (collectively, the “parties”).

WHEREAS Owner and Lessee entered into a _____ (INSERT TITLE OF LEASE AGREEMENT) dated _____ (“Agreement”); and

WHEREAS Owner and Lessee desire to amend the Agreement to clarify Owner’s maintenance obligations pursuant to *NMSA 1978 Section 22-8B-4.2(D)(2)(a)*;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The Owner of the facility shall be responsible for maintaining the facility to the statewide adequacy standards applicable to charter schools, at no additional cost to Lessee or to the state, as set forth in *NMSA 1978 Section 22-8B-4.2(D)(2)(a)*, or a successor statute.
2. In the event of any conflict between this _____ (FIRST, SECOND, ETC.) AMENDMENT and the parties Agreement, this document will prevail over the parties Agreement.

IN WITNESS WHEREOF, the parties have executed this _____ (FIRST, SECOND, ETC.) AMENDMENT, effective as of the date indicted above.

INSERT NAME OF LESSOR:

Print Name: _____
Print Title: _____

INSERT NAME OF LESSEE:

Print Name: _____
Print Title: _____