ALAMEDA UNIFIED SCHOOL DISTRICT

Alameda, California

Alameda Unified School District Fiscal Services

GIRLS INC. OF THE ISLAND CITY LEASE AGREEMENT

DATE RECEIVED

THIS AGREEMENT is entered into this 26th day of August. 2008 22nd day of May, 2007 by and between the Board of Education, ALAMEDA UNIFIED SCHOOL DISTRICT, 2200 Central Avenue, City of Alameda, County of Alameda, State of California ("Lessor") and the GIRLS INC. OF THE ISLAND CITY, 1724 Santa Clara Avenue, City of Alameda, County of Alameda, State of California ("Lessee").

WITNESSETH:

WHEREAS, Lessee is in need of space to operate its program; and

WHEREAS, Lessor has space most suitable to this need; and

WHEREAS, Lessor is willing to lease such space to Lessee on the terms and conditions set forth herein,

NOW, THEREFORE, the parties agree as follows:

1. <u>PREMISES</u>. Lessor shall lease to Lessee those certain premises described on Exhibit A, attached hereto and incorporated herein, and any other premises the parties may by mutual agreement add to Exhibit A, together with access to and usage of restroom facilities at those schools listed on Exhibit A in the City of Alameda, County of Alameda, State of California, during the time of Lessee's occupancy of the premises.

A. Said lease is subject to Lessor's reservation of the use of the premises daily from 7:00 a.m. to 6:00 p.m. each school day. Lessor and Lessee understand and agree that Lessor's use of the leased premises on short notice and on an "as needed basis" is a material condition of this Lease Agreement.

Based on this understanding, Lessee agrees that Lessor, acting through any of its principals or vice-principals, shall have the absolute right, in Lessor's sole discretion, to use the leased premises for all or any part of any day in which school is in session, providing that alternative on-site space is available that meets Alameda Island Kid's licensing and enrollment requirements. Lessor's right to use the leased premises may be exercised by its giving Lessee either verbal or written notice at least five business days in advance of the time that Lessor wishes to commence its use of the leased premises. Lessee's failure to surrender the leased premises in such circumstances shall constitute grounds for Lessor's termination of this Lease Agreement.

2. <u>USE.</u> Lessee shall use the premises to house and conduct a child day care program for children enrolled in Alameda Schools of 4.9 to 12 years of age and for no other purpose. Specifically, Lessee shall not use or permit the use of the premises for overnight accommodations.

- 3. <u>TERM.</u> The term of this lease shall commence July 1. 2008 and terminate June 30. 2009 July 1, 2007 and terminate June 30, 2008. It shall be automatically renewed annually upon the mutual agreement of the parties, on the same terms as this lease except that the rent for each such renewal period, including utilities and restroom supplies, will be renegotiated to a mutually acceptable figure. Either party may terminate this lease or any renewal of it by giving the other party written notice of its intention not to renew the lease at least 60 days prior to the expiration of this lease or any extension thereof.
- 4. <u>SECURITY.</u> Lessee shall be responsible for maintenance of security over the premises, including restroom facilities.
- 5. <u>CONFORMANCE WITH APPLICABLE REGULATIONS.</u> Lessee shall maintain the facility in a manner that meets all the zoning, building, safety, fire, and licensing regulations relating to the operation of the premises for the use specified in Paragraph two of this Agreement in the State of California, City and County of Alameda or adopted by the AUSD Board of Education.
 - 5.1 Lessee shall conform to all fire and panic regulations required by the City of Alameda Fire Marshall and shall vacate the premises during school fire drills.
 - 5.2 Lessee will establish and maintain a safety program that satisfies all Lessor's requirements for conduct, behavior and safety and will otherwise comply with all Lessor's policies and regulations.
 - 5.3 Lessee shall conform to all regulations of any State of California agency having jurisdiction over child care programs.
 - 5.4 Lessee shall conform to all provisions of the Child Care Guidelines adopted by the Board of Education of Lessor as amended from time to time.

Failure to comply with any of the conditions and requirements of permitted use described above shall constitute a default and be grounds for termination of this Agreement.

- 6. <u>PUBLIC LIABILITY INSURANCE.</u> Lessee shall keep in force during the term of this lease, at Lessee's expense, public liability insurance in companies and through brokers approved by Lessor to protect against liability to the public incident to the use of, by or resulting from any acts or omissions of Lessee, the liability under said insurance to be not less than one million dollars (\$1,000,000) for any one person injured, or one million dollars (\$1,000,000) for any one accident, and one million dollars (\$1,000,000) for property damage. Lessee shall furnish Lessor a certificate of insurance in a form satisfactory to Lessor naming Lessor, its employees, directors and agents as additional insurers on said policy. The insurance policy shall provide that it will not be terminated by the insurance carrier on less than thirty days written notice to Lessor. If Lessee should fail to procure and maintain said insurance, Lessor may terminate this Lease, or at its option may procure and maintain the same, at the expense of Lessee.
- 7. <u>WORKERS' COMPENSATION</u>. Lessee shall procure and maintain Workers' Compensation Insurance as required by Labor Code Section 3700.

- 8. <u>FIRE AND EXTENDED COVERAGE</u>. Lessee shall keep in force during the term of this lease fire and extended insurance coverage for personal property on premises. Lessee shall not do or permit any thing to be done in or about the premises or bring or keep anything in the premises that will in any way increase the rate of fire insurance upon the building in which the premises are situated.
- 9. <u>FURNITURE AND EQUIPMENT</u>. lessee shall be permitted to move into the classrooms, furniture and/or equipment used in its program. Coordinating with the Lessor, the Lessee shall remove said furniture and equipment at the termination of the lease and not in excess of one week past that date.
- 10. <u>INSTALLATION AND REMOVAL OF FIXTURES AND EQUIPMENT</u>.

 Lessee may, with the written approval from the administrative Director of Maintenance-Operations-Grounds for Lessor, install in the assigned room a telephone and, during or within one week at the conclusion of its use, shall remove the same from the premises. Lessee shall pay all costs of installation and operation of such telephone. In the installation and removal of such telephone and other equipment and fixtures, the work shall be done in a careful, workman like manner and without injury to the structural strength of the building wherein they have been situated. The building shall be restored to substantially its original condition unless otherwise mutually agreed to by the parties hereto.
- 11. <u>LESSOR'S FURNITURE AND EQUIPMENT</u>. Lessor may at its option remove any of Lessor's furniture and equipment from the premises. Lessee shall exercise reasonable care for property of the Lessor left on the premises during the period of Lessee's occupancy.
- 12. <u>ALTERATIONS</u>. Lessee shall not make any alterations of the premises without first obtaining the written consent of the Secretary of the Board of Education of Lessor. Any alterations shall become at once a part of the premises and property of Lessor except as otherwise provided herein. Any alterations shall be made at no expense to Lessor.
- 13. <u>MAINTENANCE, REPAIRS AND CUSTODIAL SERVICES</u>. Lessor agrees to provide custodial services daily consisting of trash removal, sweeping and bathroom cleaning. In addition, once weekly wet mop, vacuum and dust. With this exception Lessee shall be responsible for general care and maintenance of the classrooms and restrooms during the time of Lessee's use. Lessee shall be responsible for the repairs and/or replacement of the facilities, fixtures and equipment caused by its use of the facilities.
- 14. <u>EXPIRATION OF LEASE</u>. Lessee agrees at the expiration of the term of this lease and any renewal to quit and surrender said premises, fixtures and equipment in as good state and condition as at the beginning date of this lease, reasonable wear and tear excepted.
- 15. <u>UTILITIES</u>. Lessor shall pay utilities except bottled water and telephone service. Telephone service, including installation, and bottled water shall be paid by Lessee.
- 16. <u>RENT.</u> Lessor shall lease the premises to Lessee at a daily rent of \$77.85 \$74.19 at all sites per day. Rent is payable by the fifth day of each month.

- 17. <u>CALENDAR</u>. A one-year calendar of the dates the program will be conducted and the dates the program will be closed is attached hereto and is incorporated herein by this reference. Lessee agrees to conduct the program every day that the Alameda Public Schools are in session, and will by means of a new calendar delivered to Lessor a minimum of thirty days before the start of the annual calendar period, notify Lessor of all dates when the program will be in session. Lessee will notify Lessor a minimum of thirty days in advance of any change in the calendar, except in the case of emergencies. In the case of an emergency closure of the program, Lessee will provide Lessor as much notice of such closure as is reasonably necessary. For purposes of this section, emergency shall be defined as it is defined in California Education Code Section 46392.
 - 18. <u>TIME OF ESSENCE</u>. Time is hereby declared to be of the essence of this lease.
- 19. <u>SUCCESSORS AND ASSIGNS</u>. This lease is and shall be binding on the successors and assigns of the respective parties hereto.
- 20. <u>EARLY TERMINATION</u>. Either party may terminate this lease upon 60 days written notice to the other. Lessee shall have no further responsibilities for rental payments to Lessor upon such termination. Upon the passage of legislation which would alter, in any way, the use of schools as child care centers either party to this Agreement may cancel this Agreement upon ten days written notice to the other party.
- 21. <u>INDEMNIFICATION</u>. Lessee shall indemnify, defend and hold harmless Lessor, its employees, directors and agents, from and against any and all claims arising from the conduct of Lessees' business or from any activity, work or things done, permitted or suffered by Lessee, its agents, contractors, or employees in or about the premises or elsewhere, and from and against any and all claims arising from a breach or default in the performance of any obligation on Lessee's part to be performed under the terms of the lease or arising from any negligence of Lessee, and from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor, Lessee shall defend the same at Lessee's expense.
- 22. <u>NO PARTNERSHIP</u>. Lessee and Lessor are not partners and nothing herein contained shall be construed to create a partnership or joint venture in any sense.
- 23. <u>NON-ASSIGNMENT</u>. Lessee shall not sublet or assign its rights or privileges under this Agreement, or any interest therein, and shall not attempt to confer any of its privileges under this agreement to any third party.
 - 23.1 Lessee shall not suffer any other person, corporation, association, or entity to occupy or use Lessor's facilities or grounds or any portion thereof, without prior written consent to Lessor; and any such consent shall not be deemed to be a consent to any subsequent grant of privilege.
 - 23.2 Any unauthorized grant of use by Lessee shall be void and shall, at Lessor's option, terminate this Agreement. This lease of the premises shall not, nor shall any interest therein, be assignable as an interest of Lessee by operation of law or otherwise, without written consent of Lessor.

- 24. <u>WAIVER</u>. The waiver by Lessor of any breach of term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, condition herein contained. The subsequent acceptance of money consideration thereunder by Lessor shall not be deemed to be a waiver of any prior-occurring breach by Lessee of any term, covenant, or condition of this Agreement, other than the failure of Lessee to pay particular money consideration so accepted.
- 25. <u>REASONABLE ATTORNEY'S FEES</u>. In the event that any party to this Agreement shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reasons of the alleged failure of the other to perform or keep any term, covenant, or condition of this Agreement by it to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its court costs, a reasonable attorney's fee to be fixed by the court, and such recovery shall include court costs and attorney's fee on appeal, if any. As used therein the term "party prevailing" means the party in whose favor final judgment is rendered.
- 26. <u>NOTICE</u>. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or by first-class mail as follows:

Lessor:

Alameda Unified School District

2200 Central Avenue Alameda, CA 94501

Lessee:

Girls Inc. of the Island City 1724 Santa Clara Avenue Alameda, CA 94501

27. <u>ENTIRE AGREEMENT</u>. This lease expresses the entire Agreement between the parties, and may not be amended except by a writ signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ALAMEDA UNIFIED SCHOOL DISTRICT

BY:

Ardella Dailey

Secretary, Board of Education

GIRLS INC. OF THE ISLAND CITY.

BY:

Karen D. Kenney Executive Director

Girls Inc. of the Island City

Alameda Unified School District Alameda, California

EXHIBIT A

DESIGNATED ROOMS/PORTABLES:

Bay Farm Elementary School
✓ Portable 9

Earhart Elementary School
✓ Building B

Edison Elementary School

✓ Room 20

Lum Elementary School

✓ Portable A

Otis Elementary School

✓ Room 115

Paden Elementary School

✓ Portable C

SHARED ROOMS:

Earhart Elementary School
✓ Multi-Purpose Room

Bay Farm Elementary School

✓ Multi-Purpose Room

Franklin Elementary School

- ✓ Room 16
- ✓ Multi-Purpose Room

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