

Lease Agreement
Great Plays Daycare Lease

This Lease Agreement entered into the 1st day of July, 2020, or another day if the facility is ready to use, by and between the New Hampton Community School District, a public school district, hereinafter referred to as the “District” and Great Plays Daycare, hereinafter referred to as the “Lessee.”

Witnesseth

WHEREAS, the District owns the Elementary/Middle School Building, 206 West Main Street, hereinafter referred to as the “Facility” which is located at 206 West Main, New Hampton, Iowa. and

WHEREAS, the Lessee desires to lease space at the Facility to operate a day care; and

WHEREAS, the District and the Lessee desire to enter in an agreement for leasing such space.

NOW THEREFORE, the District and the Lessee to hereby agree as follows:

1. Premises and Purpose

The district does hereby lease unto the Lessee the areas known as the Boys and Girls Locker rooms, the area known as the weight room, and the small classroom/office between the locker rooms including hallways that are immediately adjacent to these areas hereinafter referred to as the “Premises”. The Premises shall be used for the sole and exclusive use of operating a day care; however, the Lessee shall also be permitted to use the Premises for conducting day care business and related activities. No other uses and no personal uses are permitted without the advanced express written consent of the District.

- A. As part of this agreement, the Lessee may use the following shared areas as long as they work around the district’s scheduled use of these areas. Playground, including adding a smaller fenced in area for the youngest children; lunch room, kitchen during the summer months, gymnasium, and any other areas that both parties agree may be used.

2. Term

This Lease Agreement shall be for a base term of one hundred twenty (120) months beginning on July 1, 2020 and ending on June 31, 2030. Renewal options are specified in Section 9

3. Payment

A. Rent

As rent for the Premises, the Lessee shall pay to the District \$1 each month. Rent payments are due 12 months at a time in advance. With the first payment due on or before July 1, 2020.

B. Custodial Services

The Lessee is responsible for paying the cost or providing the custodial services for the Premises.

C. Utilities

The District will pay for electric and Natural Gas Costs for the Premises. The Lessee may use the District's cable as allowed by the cable provider and the District's internet service.

D. Telephone

The Lessee is responsible for obtaining and paying for any telephone or similar service the Lessee desires to have.

4. Maintenance and Repairs

A. The District shall maintain and repair damage to the structure of the Facility including outer walls, foundation, and roof. The district shall keep in good condition, maintain, and repair all plumbing, heating, electrical, air conditioning, and ventilating systems. The Lessee shall be responsible for all normal use items, i.e. replace light bulbs, consumables, etc. In addition, Lessee shall be responsible for repairing and maintaining any equipment they purchase or renovations that are made as part of their occupancy in the building.

5. Renovations

A. The Lessee may renovate the Premises as necessary to operate a daycare. The Lessee will be solely responsible for the costs associated with the renovations that are necessary to make this space usable including, but not limited to demolition of the existing areas, installing doorways, windows, access systems, cupboards, lighting, outlets, storage, furniture, etc. The Lessee will follow all rules, regulations, and codes including the state fire code when conducting the renovations.

6. Assignment

This Lease Agreement and/or any responsibilities hereunder may not be assigned or sublet in whole or in part by the Lessee without the advance express written permission of the District.

7. Insurance

The Lessee shall at all times during the term(s) of this Lease Agreement obtain, acquire, and maintain in full force and effect Comprehensive General Liability Insurance in an amount of \$1,000,000, fire and casualty coverage to cover any real property the Lessee may have in the facility, and the Lessee shall obtain Workers' Compensation Insurance in accordance with State Law, if applicable. The Lessee shall maintain policies providing the above-stated insurance protection, and shall name the District as an additional insured, as its interest may appear consistent with this Lease Agreement. Certificates of Insurance describing the coverage shall be furnished by the Lessee. Lessee may purchase at its own expense such additional or other insurance protection as it may deem necessary. The Lessee agrees to furnish to the New Hampton Community School District, 710 West Main Street, New Hampton, IA 50659 a Certificate of Insurance or other evidence to the District to the effect that such insurance has been procured and is in force prior to the beginning of the term.

8. Indemnification

The Lessee hereby agrees to protect, indemnify and hold harmless the District from and against any and all loss, expense, damage, charges and costs (including court costs and counsel fees) for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Lessee or anyone directly or indirectly employed or controlled by the Lessee as a result of the Lessee's occupation or use of the Premises.

9. Renewal Options

This Lease Agreement is renewable upon the mutual written consent of both parties for up to 4 additional 2 year terms beginning on July 1 and ending on June 30 of the expiring year. In the event the Lessee would like to renew this Lease Agreement, they shall notify the District within 60 days of the termination of this lease. The District shall respond to the requesting party within 30 days of receipt of said request to renew.

10. Termination

- A. If the Lessee desires to terminate this Lease Agreement prior to the expiration of the initial term, the Lessee shall be responsible for any costs the district may have incurred or will incur that are a direct result of the termination of the lease agreement.
- B. The Lease Agreement may be terminated by either party at any time after the expiration of the initial term upon twelve (12) months advance written notice to the other party.
- C. Upon failure of the Lessee to comply with the terms and conditions of this Lease Agreement, the District may terminate the Lease Agreement immediately upon notice to the Lessee.

11. Anti-Discrimination

The Lessee shall not discriminate against any person seeking employment with or by the Lessee or seeking day care services from the Lessee at the Premises because of race, color, creed, national origin, age, sex, sexual orientation, religion, disability or any other legally protected status.

12. Notices

All notices or other writings required to be given under this Lease Agreement shall be sent to the parties at the following addresses, or to each party at such other address as shall be designated by such party in a written notice to the other party in accordance with this section.

To the District:

Superintendent
710 West Main Street
New Hampton, Iowa 50659

To the Lessee:

Director
Great Plays Daycare