

LEASE AGREEMENT

THIS LEASE (the "Lease") is entered into and is effective as of July 1, 2022, by and between **Park Hill School District** ("Landlord") with an address of 7703 NW Barry Road, Kansas City, MO 64153 and **Young Men's Christian Association of Greater Kansas City d/b/a YMCA Park Hill Head Start**, a Missouri non-profit corporation ("Tenant") with an address of 3100 Broadway, Suite 1020 Kansas City, MO 64111.

WITNESSETH, that in consideration of the agreements contained herein and for other good and valuable consideration, Landlord and Tenant agree as follows:

1. **PREMISES.** Landlord hereby leases unto Tenant and Tenant hereby leases from Landlord, upon the terms and conditions set forth in this Lease, two classrooms numbered LL9 and LL15 and an office numbered LL38 (collectively, the "Premises") in the Early Childhood Education Center located at 8100 N. Congress, Kansas City, Missouri (the "Center"). The use and occupation by Tenant of the Premises shall include the right to the non-exclusive use of all parking areas, driveways, walks, multi-purpose rooms, playgrounds, hallways, restrooms, the media center and other common space and facilities which are a part of or associated with the Center.

2. **TERM.** The term of this Lease shall commence on July 1, 2022, and end on June 30, 2023. Tenant shall have the right to terminate this Lease effective the last day of each month of the term, including any renewal term, if through no failure, act or failure to act on part of the Tenant, government funding for the Tenant's services are withdrawn. In order to exercise said termination right, Tenant must provide written notice to Landlord accompanied by evidence of Tenant's loss of funding no less than 30 days prior to the last day of said month on which Tenant desires to terminate this Lease.

3. **RENT.** Tenant agrees to pay Landlord monthly rental of **Three Thousand, eight Hundred and No/100 Dollars (\$3,800.00)** in advance on the first day of each calendar month during the term of this Lease, without offset or deduction whatsoever. Rent shall be paid to Landlord at the address set forth above or at such other address as Landlord may specify by notice to Tenant.

4. **USE.** Tenant shall use and occupy the Premises for the operation of a Head Start Program (the "Program") and for no other purpose without Landlord's prior written consent. Tenant shall comply with all applicable laws, orders, ordinances and other governmental or quasi-governmental requirements now or hereafter affecting Tenant's use of the Premises and operation of the Program. Tenant shall not use or allow the Premises to be used in a manner that creates a distraction or a nuisance to Landlord's use of the remaining areas of the Center. Tenant shall have access to the Premises during the days and hours that the Center is open and on any special occasions as separately agreed upon by Landlord and Tenant.

5. **MAINTENANCE AND REPAIR.**

A. Tenant's Responsibilities. Tenant shall, at Tenant's own expense and at all times,

keep the Premises in a clean, orderly and sightly condition, free and clear of trash and debris. Tenant shall surrender the Premises at the expiration or termination of this Lease in as good of condition as received by Tenant, normal wear and tear and casualty excepted.

B. Landlord's Responsibilities. Landlord shall, at its own expense, provide the janitorial service to the Premises consistent with such services as provided to the rest of the Center. Landlord shall be responsible for maintenance and repairs required to the Premises, except Landlord shall not be responsible for or required to make any repairs that may have been occasioned or necessitated by Tenant, its agents, employees, contractors or customers, such repairs shall be made under the direction of Landlord at Tenant's expense.

6. **ALTERATIONS.** Tenant shall not make, or allow to be made, any alterations, additions, improvements, installations or replacements of or to all or any part of the Premises without Landlord's prior written consent.

7. **DAMAGE AND DESTRUCTION.**

A. Damage. If the Premises are rendered temporarily unsuitable for Tenant's use as a result of any damage by fire or other casualty, the rent and other charges payable by Tenant under this Lease shall be abated for the period from the date of such damage until the Premises are again suitable for Tenant's use.

B. Destruction. The Premises shall be deemed destroyed if the Premises cannot reasonably be expected to be repaired or restored within ninety (90) days after the date of damage. If the Premises are destroyed, either Landlord or Tenant may terminate this Lease by giving the other notice to such effect within thirty (30) days after the casualty causing the damage. The term of this Lease shall terminate and expire on the date Tenant vacates the Premises and surrenders the same to Landlord.

8. **INDEMNIFICATION.** Tenant shall indemnify, defend and save harmless Landlord, its officers, directors, trustees, employees, and agents, from and against any and all claims, actions, liabilities and costs and expenses (including attorney's fees) incurred by Landlord or asserted against Landlord in connection with: (i) the occupancy or use by Tenant of the Premises or any part of the Center, (ii) any act or omission of Tenant, its agent, contractors, employees, servants, or invitees, or (iii) any breach by Tenant of Tenant's obligations under this Lease, excluding only those matters caused by the willful misconduct or negligence of Landlord, its officers, agents, or employees. If any action or proceeding is brought against Landlord, its officers, directors, trustees, agents, or employees, by reason of any of the aforementioned causes, Tenant, upon receiving written notice therefrom from Landlord, agrees to defend such action or proceeding by competent counsel approved by Landlord at Tenant's expense.

9. **INSURANCE.**

A. Public Liability and Property Damage. Tenant, at its expense, shall at all times during the term of this Lease maintain commercial general liability insurance, including bodily injury and property damage, with contractual liability endorsement, insuring Tenant and Landlord in an amount of not less than Two Million Dollars (\$2,000,000.00) combined single

limits each occurrence for bodily injury and third-party property damage. Tenant shall provide Landlord with a certificate of insurance showing Landlord as an additional insured. This certificate shall provide for a thirty (30) day written notice to Landlord in the event of cancellation or material change in the coverage.

B. Tenant's Personal Property. Tenant, at its expense, shall at all times during the term of this Lease maintain property insurance covering Tenant's Property (as defined below).

C. Notice by Tenant. Tenant shall give prompt notice to Landlord in case of any casualty damage to or accident at the Premises.

10. **TRADE FIXTURES; PERSONAL PROPERTY**. Any equipment, fixtures, signs and other personal property of Tenant not permanently affixed to the Premises shall remain the property of Tenant ("Tenant's Property"). Landlord agrees that Tenant shall have the right to remove any and all of Tenant's Property which it may have stored, placed or installed in the Premises. Landlord shall not be liable for any loss or damage to Tenant's Property however such loss may occur, including the negligence of Landlord, and Tenant hereby waives any claim against Landlord on account of such loss and agrees to look solely to its insurance carrier to compensate Tenant for such loss.

11. **DEFAULT**: Tenant shall be in default under this Lease if any one of the following events occur:

(a) Tenant fails to pay when due any installment of rent or any other sum due under this Lease and such default is not remedied within five (5) days after written notice from Landlord; or

(b) Tenant fails to keep, observe or perform any other term, covenant or condition of this Lease within fifteen (15) days after written notice from Landlord, provided, however, that if the nature of the default is such that it cannot reasonably be remedied within such 15-day period, Tenant shall not be in default if Tenant begins to remedy the default within such 15-day period and diligently prosecutes the remedy to completion.

12. **LANDLORD'S REMEDIES**: After an event of default occurs, Landlord may, at Landlord's option, without further notice or demand, exercise any remedy available to it at law or in equity including the termination of this Lease.

13. **REMEDIES CUMULATIVE**: The rights and remedies of Landlord under this Lease and any others provided by law shall be construed as cumulative and no one of them is exclusive of any other right or remedy. Such rights and remedies shall further be continuing rights, none of which shall be exhausted by being exercised on one or more occasions.

14. **ATTORNEYS' FEES**: If either party employs an attorney or attorneys to enforce any of the provisions of this Lease, the defaulting party agrees to pay all attorneys' fees, court costs and litigation expenses reasonably incurred by the non-defaulting party, regardless of whether any legal action or proceeding is commenced.

15. **ASSIGNMENT**. Tenant may not assign or transfer any right, title and interest in and to

this Lease or sublet or allow any other person or entity to use all or any part of the Premises, without Landlord's prior written consent. Notwithstanding Landlord's consent to any assignment or sublease, Tenant shall remain fully responsible and liable for the payment of rent and for compliance with all of Tenant's other obligations set forth in this Lease. In the event Tenant is no longer funded as the delegate for the Program pursuant to the Delegate Agreement, this Lease may be assigned by Tenant to Mid-America Regional Council ("MARC") or such third party designated by MARC, subject to Landlord's consent to MARC's selection of such third party designee, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord consents to said assignment, the rights, duties and obligations of Tenant under the Lease shall be assigned by Tenant to MARC or such third party designee and upon such assignment to MARC or such third party designee, Landlord shall have been deemed to release Tenant and Tenant shall have no further obligations or responsibilities under this Lease or in connection with the Premises, except for obligations and responsibilities accruing prior to the effective date of such assignment. Without the express written assumption by MARC or such third party designee of MARC, no liabilities accruing prior to the effective date of any such assignment of this Lease shall be assumed by MARC or the third-party designee.

16. **NO WAIVER.** Any law, usage or custom to the contrary notwithstanding, it is hereby covenanted and agreed that either party to this Lease shall have the right at all times to enforce each and every one of the terms, provisions, covenants, agreements, undertakings and conditions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of either of the parties to this Lease in refraining from so doing at any time or times.

17. **LANDLORD'S RIGHT OF ENTRY.** Landlord or Landlord's agent may enter the Premises, after reasonable notice to Tenant, or at any time in the case of an emergency, to examine the Premises and to do anything Landlord may be required to do under this Lease or which Landlord may deem necessary for the good of the Premises or the Center.

18. **QUIET ENJOYMENT.** Upon the payment by Tenant of the rent herein provided and upon the observance by Tenant of the terms, provisions, covenants, agreements, undertakings and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the term of this Lease without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject nevertheless to each and every one of the terms, provisions, covenants, agreements, undertakings and conditions of this Lease.

19. **MISCELLANEOUS PROVISIONS.**

A. Enforceability; Binding Effect. This Lease constitutes the entire agreement of the parties which incorporates and supersedes all prior written and oral understandings and may be modified only by a writing signed by both parties. This Lease shall be binding upon and inure to the benefit of the parties, their successors or assigns.

B. Severability. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Lease and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term

and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

C. Holdover. If Tenant shall occupy the Premises after the expiration or termination of this Lease and without execution of a new Lease, Tenant, at the option of Landlord, shall be deemed to be occupying the Premises as a tenant from month-to-month, at one and one-half times the monthly rental applicable at the expiration or termination of the Lease, subject to all other terms, conditions and obligations of this Lease to the extent the same are applicable to a month-to-month tenancy.

D. Notices. All notices, consents or approvals ("notices") under this Lease shall be in writing and shall be given by hand delivery or by prepaid United States certified mail. All notices shall be addressed to the parties at their respective addresses set forth on the first page of this Lease or such other address as specified by a party in a notice given to the other party in accordance with this provision. Notices sent by certified mail shall be deemed given two (2) business days after they are mailed. Notices given by hand delivery shall be deemed given upon delivery.

E. Time. Time is of the essence of this Lease and each and every provision contained in this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

LANDLORD:

PARK HILL SCHOOL DISTRICT

By: *

Name:

Its:

TENANT:

**YOUNG MEN'S CHRISTIAN
ASSOCIATION OF GREATER KANSAS
CITY D/B/A YMCA PARK HILL HEAD
START**

By:

Name:

Its: