

**SEDONA OAK CREEK UNIFIED SCHOOL DISTRICT NO. 9
AND
Sedona Village Learning Center
AGREEMENT**

This Agreement is made and entered into upon the date it has been signed on behalf of both parties, the GOVERNING BOARD OF THE SEDONA OAK CREEK UNIFIED SCHOOL DISTRICT NO. 9 (SOCUSD), also referred to herein as "Landlord" or "District" and **Sedona Village Learning Center** referred to herein as Tenant."

For and in consideration of the covenants and agreements contained in this Agreement to be kept and performed by the parties, it is mutually agreed as follows:

1. PURPOSE

The Governing Board of the Sedona Oak Creek Unified School District has determined in good faith that the provision of the **daycare/preschool for children not meeting the age requirements for school attendance including kindergarten** within the District facilities would promote the operational functioning of the school district and would be in the best interest of the District. Therefore, Landlord agrees to lease appropriate space within the SOCUSD premises for the **daycare/preschool** owned by Tenant on the terms below.

2. DESCRIPTION OF LEASED PREMISES

The premises to be leased are located at the District property located at 25 W. Saddlehorn Rd., Sedona, Arizona 86351. The primary space measures approximately two thousand, one hundred and eighty (2,180) square feet. This space is located in the A-West building and described as rooms A123 and A128. These premises are the demised premises. The Tenant shall have no rights to use or responsibility for any other property that is not within the demised premises unless specifically agreed in this document. Tenant will have use of the restrooms located in the A-west building accessed in the outside breezeway. Use of or accessing any areas located behind A128, including field, closed playground, sidewalks, etc.) for purposes other than direct travel to and from the A128 doorway and the restroom doorways is prohibited. This rental amount includes water, dumpster access, and mowing. This rental amount does not provide for phone, internet, wifi connection, or custodial service. A separate monthly flat fee of \$150 will be charged for electrical utilities.

3. EXTENT AND TIME OF USE

Tenant will have 24/7 access to the premises. Financial terms are based upon a 40 hour per week occupancy. The Tenant will provide the District with a schedule of occupancy hours for the purpose of efficiently setting the Energy Management System. The District reserves the right to add energy charges should energy use exceed expectation for standard occupancy. The Tenant will provide the District with a monthly calendar and shall notify the Landlord of any changes or closures affecting the projected monthly schedule. Tenant shall give Landlord notice of emergencies as soon as possible.

4. LEASE TERM

It is agreed that the Lease shall commence on February 1, 2022, and will end May 31, 2022.

5. FINANCIAL TERMS

The Landlord agrees that Tenant may have the use of the facilities for rent of \$1.25 per square foot or two thousand seven hundred and twenty-five and 00/100 Dollars (\$2,725.00) per month. The monthly utilities fee is \$150.00. Payment in total of \$2,875.00 shall be due and payable on the first day of each month.

6. RESPONSIBILITIES

- a. SOCUSD agrees to the following:
 - i. To provide adequate access to the facility;
 - ii. To provide repairs and maintenance as deemed appropriate to district budgeting.

- b. Tenant agrees to the following:
 - i. To maintain all required facility licensure and certifications for the staff and facility and to comply with all applicable health and safety requirements.
 - ii. To provide all routine maintenance requirements and custodial services unless additionally contracted with District. Tenant agrees that the interior and exterior of the premises will be maintained in clean and good condition at all times.
 - iii. Agrees to comply with all policies governing community use of school facilities. Use of school facilities outside of the designated Tenant area will require notification to the District and a Facility Use Agreement or lease revision.
 - iv. Agrees to cooperate with the District concerning scheduling of parking lot space and shared use of green areas so as to avoid any conflict with District operations.
 - v. All signs of any type to be utilized by the Tenant on the exterior of the building or interior hallways must have the prior approval of the District.
 - vi. The premises shall be used exclusively by Tenant or Tenant's employees solely for Tenant's official business.
 - vii. The Tenant will participate in all emergency drills and procedures.
 - viii. The Tenant will be responsible for maintaining the fenced preschool playground located in front of the A-East building in compliance to Arizona's and The Trust's playground safety codes if the tenant is using the playground for preschool activities.

7. INSURANCE AND INDEMNIFICATION

Tenant agrees to procure and maintain general liability insurance with a \$1,000,000.00 per occurrence, \$3,000,000.00 general aggregate limit and \$100,000.00 damage to rented premises (fire legal liability). A certificate of insurance evidencing the liability coverage and limits required and including the District as an additional insured, must be furnished to the District on or before the date of this agreement. The Tenant will be responsible to purchase property coverage for the Tenant's contents, equipment, and/or personal business property located at the leased premises. Tenant agrees to indemnify and hold harmless the District from any and all claims, including defense costs, arising out of the use or maintenance of the leased premises or the Tenant's operations.

8. REPAIRS AND ALTERATIONS

The Tenant may make site improvements to the premises only upon written approval by the Landlord. Such improvements made shall remain the property of the Landlord, except for improvements that may be removed without damage to the Premises. The Landlord, at the request of the Tenant, may make improvements to the Premises for which the Tenant shall reimburse the Landlord. The Landlord shall be reasonably available for consultation while improvements are being made. All costs for labor and materials for improvements made by the Tenant shall be at the Tenant's sole cost.

The Tenant shall identify and report to the Landlord regarding any major facility problems and deficiencies requiring repair and/or renovation to ensure Tenant occupancy.

The Landlord shall have the right to enter the facility for the purpose of inspection. The Landlord shall have the right to have emergency repairs made during normal working days and child care hours, such emergency repairs being limited to broken water lines, electrical short circuits, or other conditions which can reasonably be determined to jeopardize the structural integrity or the safety of occupants of the building.

9. TERMINATION

This Agreement shall terminate at the expiration of its term, by operation of law, by the occurrence of uncured breaches by Tenant of significant provisions of this MOA, by total destruction of the premises, by need of repair not amenable to district budgeting, or upon Sixty (60) days prior written notification. This contract is subject to the cancellation provisions of A.R.S. §38-511.

Tenant agrees to immediately surrender the premises to the Landlord on termination of this Agreement. Tenant agrees to make any necessary interior and/or exterior repairs to restore premises to the same condition as when the Tenant took occupancy upon termination of this agreement. Failure by the tenant to vacate the premises shall constitute a holding-over by the Tenant.

10. MISCELLANEOUS

This Agreement may not be assigned by either party without written consent of the other party.

By executing this Agreement, the Tenant acknowledges it has carefully read and reviewed this Agreement and each term and provision contained in it and voluntarily consents to such.

The Agreement is the entire Agreement between the parties and may not be enlarged, modified, or altered except by mutual agreement in writing, signed by both parties.

This Agreement may only be amended by written mutual consent of the parties.

This document represents the complete agreement of the parties and supersedes any prior agreements, written or oral.

11. NOTICES

Any and all notices required to be given under this Agreement shall be given in writing to:

LANDLORD

TENANT

Dennis Dearden
Sedona Oak Creek Unified
School District
995 Upper Red Rock Loop Rd.
Sedona AZ 86336

Joanna McPherson
Sedona Village Learning Center
P.O.Box 20821
Sedona AZ 86341

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

Sedona Oak Creek Unified School District No. 9

By: _____

Date: _____

JOANNA MCPHERSON, Sedona Village Learning Center

By: _____

Date: _____

SUPERINTENDENT SEDONA OAK CREEK UNIFIED SCHOOL DISTRICT #9