

SEDONA OAK CREEK UNIFIED SCHOOL DISTRICT NO. 9
AND
SummitLife

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 **SummitLife** 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 **SummitLife rental** within the District facilities would promote the educational function of the school district and/or would be in the best interest of the District.

Therefore, Landlord agrees to lease appropriate space within the SOCUSD premises for **SummitLife** owned by Tenant on the terms below.

2. DESCRIPTION OF LEASED PREMISES

The premises to be leased are located at West Sedona School located at 570 Posse Grounds Rd., Sedona AZ 86336. Tenant is leasing one (1) classroom, designated room number 912, and the café/multi-purpose room. The spaces measure approximately one thousand (1000) square feet and 5,177 square feet, respectively. 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.

3. EXTENT AND TIME OF USE

Tenant will have Sunday 1/2 day access with 4 hour EMS schedule for the café/MPR and 2 hours EMS scheduled for room 912.

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. It is agreed that Tenant may use the rented premises at times when the District is not session.

4. LEASE TERM

It is agreed that the Lease shall be for a renewed term of 12 months, commencing on March 8, 2024 and ending March 7, 2025.

5. FINANCIAL TERMS

The Landlord agrees that Tenant may have the use of the facilities for rent aligning with the Facilities Use fees for these spaces and hours, or seven hundred and eighty dollars (\$780.00) per month.

6. RESPONSIBILITIES

- a. SOCUSD agrees to the following:
 - i. To provide adequate access to the facility;
 - ii. To provide repairs and maintenance as appropriate to the cafeteria space,
 - iii. To allow Tenant usage of District green areas

at times to be agreed.

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. Tenant agrees that the interior and exterior of the premises will be maintained in clean and good condition at all times, and returned as found or better at the conclusion of each rental session.
- iii. Agrees to conduct its program in such a manner that SOCUSD students can continue their educational programs without undue interruption.
- iv. 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.
- v. Agrees that all employees of the Tenant, including volunteers, will be fingerprinted as required by law and District policy. Copy of fingerprint results will be provided to District.
- vi. 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.
- vii. 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.
- viii. The premises shall be used exclusively by Tenant or Tenant's employees solely for Tenant's official business.
- ix. The Tenant will participate in all emergency drills and procedures.

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.

Landlord will comply with procurement regulations of the State of Arizona.

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, if room 912 is deemed not occupiable by the district, by total destruction of the premises, or upon Thirty (30) 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

Superintendent
Sedona Oak Creek Unified
School District
221 Brewer Road, Ste. 100
Sedona AZ 86336

TENANT

Wendy Hudson
SummitLife
P. O. Box 3606
Sedona, AZ 86336

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: _____

By: _____

Date: _____

SUPERINTENDENT, SEDONA OAK CREEK UNIFIED SCHOOL DISTRICT #9