LEASE BETWEEN SAN LEANDRO UNIFIED SCHOOL DISTRICT AND DAVIS STREET COMMUNITY CENTER

This Lease is entered into between the San Leandro Unified School District ("District") and Davis Street Community Center (Lessee). The lease is for child care premises located at the following three school sites:

- Garfield Elementary School at 13050 Aurora Drive, San Leandro, CA 94577
- Jefferson Elementary School at 14300 Bancroft Avenue, San Leandro, CA 94578
- Roosevelt Elementary School at 951 Dowling Boulevard, San Leandro, CA 94577

A. **Term:** The Term of this Lease shall be for the period from July 1, 2019 through June 30, 2029. However, if it should become necessary in the District's estimation that premises described in Lease be utilized for District purpose, Davis Street Community Center shall be given 180 days to locate an alternate premise for the conduct of its business. The issuance of Lease is further conditional upon Lessee's obtaining any necessary state and/ or local operating or use permits.

B. **Use:** The premises described in this Lease shall be used by Lessee exclusively for the following purpose and no other purpose without the prior written consent of the District. The purpose(s) for which this Lease is intended are: Providing extended day care services to children in accordance with the Community Care Licensing Agency of the Department of Social Service, State of California.

C. **Waste:** Lessee agrees that is using the above described premise, Lessee will not commit any waste or suffer any waste to be committed upon the premises.

D. **Nuisance:** Lessee agrees that in using the above described premises, not to commit any public or private nuisance or any other act or thing which might or would reasonably be construed to disturb the quiet enjoyment of nearby property.

E. **Trade Fixture:** Lessee may install on the premises such trade fixtures as Lessee deems desirable. Prior to installing such trade fixtures, Lessee shall inform District of the fixtures it intends to install and receive written permission from District to do so. At the Termination of this Lease, Lessee shall remove all said trade fixtures installed on the premises. All trade fixtures not removed upon the termination of this Lease, shall, at the option of the District, become and remain the property of the District. Any removal of such fixtures, whether by the District or by the Lessee, shall be solely at the expense of the Lessee and in a manner satisfactory to the District and without injury or damage to the premises. The Lessee shall be responsible for any expense, injury or damage to the District's premises caused by such removal.

F. **Repairs:** All repairs and upgrades are at the expense of the District and District agrees to maintain, in good condition, the following:

1. The structural parts of the building and other improvements that are a part of the premises, building and other improvements in which the premises are located; which structural parts include the foundations, bearing and exterior walls, subflooring and roof.
2. The electrical, plumbing, and sewage systems, including without limitation those portions of the systems lying outside the premises. District shall also be responsible for maintenance of any fixtures that are newly- installed by the District on the premises during the term of this lease. Should Lessee install any fixtures, it shall be responsible for the maintenance of such fixtures, either by bearing such cost or by having the District bill it for repairs undertaken, with Lessee's permission, by the District.
3. Heating, ventilation and air-conditioning system servicing the premises. Lessee shall not be responsible for pre-existing conditions.

G. **Insurance:** Lessee shall carry and maintain, during the entire term hereof, at its own cost and expense, the following types of insurance, naming the San Leandro Unified School District as additional insured:

1. Comprehensive Public Liability Insurance covering the premises on the minimum basis of One Million and no/ 100 Dollars ($1,000,000.00) Combined Single Limit for bodily injury (including death) and property damage and specifically insuring Lessee of his indemnity agreements set forth. Said policy or policies shall be issued by an insurance company acceptable to the District and shall cover premises operation, blanket contractual, independent contractors, products/ completed operations and personal injury. The coverage for property damage is to provide protection against all perils including within the classifications of fire, extended coverage, vandalism, malicious mischief, sprinkler leakage and special extended period (all risk) insurance: coverage shall be in the amount of the full replacement value of premises less the deductible of (exclusive of Lessees trade fixtures and equipment). Said replacement value will be determined by District and provided to Lessee.

2. Lessee is required to take out and maintain during the life of this agreement Workers' Compensation Insurance.

H. **Default:** If Lessee shall default in the payment of any use fees or charge or sum of the money due or to be paid by Lessee hereunder, and such default shall continue for a period of five (5) days after written notice thereof from District, or if Lessee shall default in the performance or observance of any other term, covenant, agreement or obligation of this Lease to be performed or observed ten (10) days after written notice thereof by District, may require strict performance of all the terms, convenience, agreements, and obligations hereof. District may in the alternative serve Lessee with a Notice to Quit or Pay and, if Lessee fails to pay any sum due under this agreement within the terms thereof, may declare that the Lease has terminated and institute eviction proceedings.

I. **Hold Harmless:** Lessee agrees to indemnify and hold harmless the District Board of Education, officers, official employees, and agents from and against any or all loss, liability, expense, claims, cost, suits, and damage of every kind, nature and description directly or indirectly arising from the performance of activities or any use of the subject facilities.

J. **Fees and Utilities Services:** Gas, electricity, water, alarm, and garbage are included in the monthly rental fee. For the period from July 1, 2019 through June 30, 2020, Lessee will reimburse the District for the following:

Garfield	$1,000
Jefferson	$1,000
Roosevelt	$1,000

Monthly rental fee shall increase annually per the published Consumer Price Index (CPI) for the San Francisco/Oakland/Hayward CPI-U based on April 12-month total beginning in July 2020. In the event that the CPI-U is less than zero, the monthly charge shall remain unchanged.

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By: _____ Date: _____

Title: Assistant Superintendent, Business Services

DAVIS STREET COMMUNITY CENTER

By: _____ Date: 5.23.19

Title: Executive Director