

## LEASE AGREEMENT

This Lease Agreement (“Lease”) is made this \_\_\_ day of \_\_\_\_\_, 2020 by and between the Board of Education of Washington County, Maryland, a body politic, (“Lessor”) with a principal place of business located at 10435 Downsview Pike, Hagerstown, Washington County, Maryland and \_\_\_\_\_, a child care provider (“Lessee”) with a principal place of business at \_\_\_\_\_, Maryland.

### 1. LEASED PREMISES

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Leased Premises (as more particularly designated on Exhibit A) that also includes outside areas and the playground of **Funkstown Elementary School - 23 Funkstown Rd, Hagerstown, MD 21740**, together with the right of use of bathrooms, hallways, and the right of ingress and egress.

### 2. TERM

The term of this Lease shall commence on \_\_\_\_\_, 2020 and end on June 30, 2021 (or on the last day of distance learning school for Washington County Public School (“WCPS”) students whichever occurs first). The Lessor has the right to renew this Lease for an additional term of one (1) year if WCPS continues distance learning for the 2021-2022 school year.

### 3. RENT

Lessee covenants and agrees to pay to the Lessee rent at a rate of One Thousand Five Hundred Dollars and Zero Cents (\$1500.00) per month for the term of this Lease. Rent shall be payable monthly to the Lessor at such address as may be provided by Lessor.

### 4. USE OF LEASED PREMISES

- a. The sole purpose of the Leased Premises by the Lessee is set forth below. No other purpose will be permitted without the prior approval of Lessor.
- b. Lessee shall use the Leased Premises for childcare that will include supervising, administering, and overseeing children in grades Pre-K to Grade 5, in childcare functions, distance learning assistance, and other related activities. Operational hours shall be Monday through Friday from \_\_\_\_\_ to \_\_\_\_\_.
- c. When schools are closed or delayed because of emergencies, including weather related closings, the Lessee may operate unless conditions create unsafe or unsanitary conditions as solely determined by the Lessor.
- d. When school is not in session (scheduled days off for students), the Lessee may operate the Childcare Center except on Saturdays, Sundays, and Lessor identified

holidays.

- e. Additional covenants and conditions relating to the Lessees' use of the Leased Premises are included in the Request for Proposal ("RFP") issued by the Lessor and the Proposal received from the Lessee. The RFP and Proposal are incorporated herein by reference as if entirely stated herein. If there is a conflict between the RFP and the Proposal, the RFP will control.

**5. ALTERATIONS AND FIXTURES**

Lessee shall not make any alterations, renovation, or improvements to the Leased Premises without the prior written approval and consent of the Lessor.

**6. MAINTENANCE AND REPAIRS**

- a. Lessee will not create or permit any nuisance in, or about the Leased Premises. Lessee leases the Leased Premises "as is" and is required at all times to maintain the property free of life and safety hazards that are within the Lessee's control.
- b. Lessor shall be responsible for the maintenance and repair of the exterior of the facility, roof, heating and air conditioning equipment, parking lot, and driveways. Lessor shall perform all maintenance, electrical, and plumbing repairs and keep the Leased Premises and entrance thereto reasonably clear of ice, snow, and debris. Lessor shall be responsible for grass cutting, trimming, and snow removal.
- c. Lessee shall be financially responsible for the repair of any damage to the Leased Premises, including interior walls, partitions, ceilings, floors, doorways, and fixtures, caused by the Lessee.
- d. Lessee shall furnish all janitorial services to their designated areas including but not limited to all classrooms, hallways, and bathrooms.

**7. UTILITY CHARGES**

Lessor shall pay, or cause to be paid, all charges for electric power, water, sewer, heat, light, or other services used, rendered, or supplied to or in connection with the Leased Premises.

**8. DAMAGE BY FIRE**

- a. Lessee shall insure that no fire code or regulations violations are created by its activities or related to its use of the Leased Premises.
- b. If during the term of this Lease, the Leased Premises are so damaged by fire or other casualty that the Leased Premises become untenable, Lessor, in its sole and absolute discretion, shall have the option of repairing or reconstructing the Leased

Premises or of terminating this Lease. Lessee will be invoiced for any rent due on a pro-rata basis.

**9. INSURANCE**

- a. The Lessee shall purchase and maintain (throughout the term of this Lease) such insurance as will protect the Lessee and the Lessor from claims that may arise out of or result from Lessee's use of the Leased Premises.
- b. All insurance must be underwritten by an insurer permitted to do business in the State of Maryland and acceptable to the Lessor.
- c. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until sixty (60) days prior written notice has been given to Lessor.
- d. Lessee shall provide evidence of insurance by signed certificate of insurance for not less than the limits specific below:

Coverage Required:

Worker's Compensation statutory limits:

- 1. State
- 2. Employer's Liability
- 3. Workers compensation insurance or its equivalent with statutory benefits as required by any State or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$ 100,000 - each accident for bodily injury by accident;
  - \$ 100,000 - each employee for bodily injury by disease; and
  - \$ 500,000 - policy limit for bodily injury by disease.

Comprehensive Commercial General Liability

- 1. Bodily Injury:
  - \$1,000,000.00 - Each occurrence
  - \$2,000,000.00 - Aggregate, Products and Completed Operations
- 2. Property Damage:
  - \$1,000,000.00 - Each occurrence
  - \$2,000,000.00 – Aggregate

Comprehensive Automobile Liability (Owned, non-owned, hired)

\$1,000,000.00 - each person

\$2,000,000.00 - each occurrence

\$1,000,000.00 - each occurrence

Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$2,000,000 - per occurrence and aggregate

- e. Lessee must provide Lessor with a certificate of insurance and said certificate of insurance must list **BOARD OF EDUCATION OF WASHINGTON COUNTY** as an **additional insured party** for general liability and umbrella excess liability.
- f. In addition, the following **must** be in the Additional Remarks of the certificate of insurance: **“The Board of Education of Washington County and its elected and appointed officials, officers, employees, and authorized volunteers shall be named as additional insureds on the Lessee’s general liability insurance with respect to liability arising out of the Lessee’s use of the Leased Premises.”**
- g. The certificate will be submitted to the Purchasing Department (**within five (5) days of receiving an Award Letter**).
- h. **The CERTIFICATE HOLDER shall be listed as:**

**Board of Education of Washington County  
10435 Downsville Pike  
Hagerstown, MD 21740**

**10. CHILDCARE CENTER OPERATING REQUIREMENTS**

- a. Lessee shall fully comply with all federal and State of Maryland guidelines and laws required to operate a day care center in the State of Maryland. Lessee shall be licensed in accordance with the rules, regulations, and procedures of the State of Maryland and all of its agencies, and any and all such other State, local, and Lessor regulations as may be required. Lessee shall maintain licensure in good standing for the full duration of this Lease. Lessor reserves the absolute right to terminate this Lease if Lessee has not complied or is no longer complying with the applicable federal, State, or local laws or Lessor policies.
- b. The Lessee, at its sole cost and expense, shall perform any work that must be performed as a condition for the issuance of said License.

**11. INSPECTION OF PREMISES BY LESSOR**

Lessee agrees to permit Lessor and its authorized representatives to enter the Premises at all reasonable times during usual operational hours and after operational hours for the purpose of school system operations, inspecting, and making such necessary repairs to the Premises.

**12. DAMAGE TO PROPERTY OF THE LESSEE AND ITS INVITEES**

Lessee and its employees, volunteers, and agents shall be solely responsible for any loss or damage to the property of the Lessee or its invitees, employees, officials, volunteers, agents, and representatives while such property is on, at, or adjacent to the Leased Premises.

**13. INTERRUPTIONS TO SERVICE, REPAIRS TO EQUIPMENT AND NOTICE OF ACCIDENT/DEFECTS**

- a. If Lessor undertakes to change, repair, or alter the building, for any reason whatsoever, the Lessor may do so, but shall use due diligence to complete the work and resume childcare operations as promptly as possible.
- b. Lessee shall give Lessor prompt written notice of any accidents to or defects in any of the equipment on the Premises, unless it is impractical because of emergency conditions to do so; in which case notice may be given by telephone and confirmed in writing within one (1) business day.

**14. LIABILITY / INDEMINIFICATION**

- a. To the fullest extent permitted by law, the Lessee shall fully indemnify and hold harmless the Lessor, its elected and appointed officials, agents, employees and authorized volunteers, against any and all claims, suits, demands, expenses, losses or liabilities of whatsoever nature or kind, either in law or equity, including attorney's fees and all other costs connected therewith, paid, suffered, or incurred by anyone as a direct result of the acts, activities, or omission of the Lessee, its agents, servants, or employees, due to or relating to Lessee's use or occupancy of the Leased Premises.
- b. Lessor is not responsible for and is not liable for any bodily injury or property damage arising out of Lessee's failure to properly maintain equipment used by the Lessee in the course of Lessee's use of the Leased Premises. Lessee waives all right of recovery against Lessor for loss or damage to any of Lessee's property.

**15. LESSEE'S ADDITIONAL FEES**

If during the term of this Lease, Lessee requests any janitorial services or other services from the Lessor in addition to the services provided for herein, Lessee agrees to pay Lessor for those services on a time and materials basis.

**16. ASSIGNMENT AND SUBLETTING**

Lessee shall not assign or sublet this Lease or any or all of the Leased Premises without the prior written approval and consent of the Lessor.

**17. SIGNS:**

Lessee shall not place any signs upon the Leased Premises except such as the Lessor has approved in writing.

**18. SURRENDER OF PREMISES**

Upon expiration or termination of this Lease, whether by lapse of time, forfeiture, default, or otherwise, Lessee shall immediately surrender possession of the Leased Premises to Lessor in good condition, reasonable wear and tear expected, fifteen (15) days from written notice. Lessee shall pay for the repair, or cause to be promptly repaired, any damages to the Leased Premises or equipment attributed to the carelessness, neglect, or negligence of the Lessee or its agents, employees, or invitees.

**19. QUIET ENJOYMENT**

So long as Lessee complies with the terms of this Lease, Lessee shall continue to have the peaceful and quiet enjoyment of the Leased Premises without unreasonable disturbance.

**20. SERVICE OF NOTICE**

If at any time after the execution of the Lease, it shall become necessary for one of the parties to serve any notice, demand, or communication upon the other party, such notice, demand, or communication shall be in writing signed by the parties serving the same, sent by United States mail, and addressed to:

LESSOR	LESSEE
Board of Education of Washington County 10435 Downsville Pike Hagerstown, MD 21740 Attention: Robert H. Rollins, III Director Facilities Planning & Development	

**21. EVENTS OF DEFAULT**

Lessee shall perform all of the covenants and conditions to which it is obligated hereunder. If Lessee fails to pay any installment of rent promptly on the day when due and payable hereunder and shall continue in default for a period of five (5) days or if Lessee shall fail to promptly keep and perform any other affirmative covenant or agreement of this Lease strictly in accordance with the term hereof, and shall continue in

