

**LEASE AGREEMENT**

**PART I - LEASE COVER SHEET**

**Open School-Exclusive Use and Joint Use**

Contract No.   A3  

School: \_\_\_\_\_

Date:  June 15, 2017 

1. Basic Lease Information

1.1 Lease Reference Date:  June 15, 2017 

1.2 Tenant: \_\_\_\_\_

1.3 Address of Tenant: \_\_\_\_\_  
\_\_\_\_\_

1.4 Landlord: Seattle School District No. 1 (the "District")

1.5 Landlord Address: Property Management Office, MS 23-365  
Seattle School District No. 1  
P O Box 34165  
Seattle, WA 98124-1165

1.6 Premises:  Designated Area and assigned grounds. 

1.7 Building: The Building known as  The School , located at \_\_\_\_\_  
which is situated on the Land.

1.8 Land: The real property more particularly described on Exhibit A attached hereto.

1.9 Lease Term: Commencing on  September 1, 2017  (the "Commencement Date") and  
terminating on  August 31, 2018 , ("the Termination Date"), with the  
following days and hours of use:

**Exclusive use:** \_\_\_\_\_

School Year, School Breaks, and Summer:  
Monday–Friday 7 a.m. to 6 p.m.

**Non-exclusive use:** \_\_\_\_\_

School Year: Monday-Friday, 2:05 p.m. to 6 p.m.  
School Breaks and Summer: Monday-Friday, 7 a.m. to 6 p.m.

**Legal Holidays are excluded.**

Requests for access to the Premises during Legal Holidays and any other days or hours not specified in this paragraph shall be submitted in writing and approved by the School Principal or Program Manager. Such requests shall be assessed by the Principal on a case-by-case basis. The approval shall be submitted by Tenant to the Seattle School District's Property Management Office at least TEN (10) working days in advance. Tenant agrees to pay all applicable charges for such additional uses if approved.

In cases of emergency school closures due to inclement weather, natural disaster, fire, or other casualty, Tenant will not have access to the Premises.

- 1.10 Rent: The value of the base rent for the Premises is established at \$\_\_\_\_\_ per month from September 1, 2017 through August 31, 2018. In consideration of the program alignment services to be provided by Tenant to Landlord, Landlord agrees to provide the Premises to Tenant free of the base rent stated herein, however, such free rent is contingent on Tenant's compliance of the requirements and performance of the services stated herein in this section. Tenant is required to perform the services and meets and criteria as stated in Attachment 2 (Summary of Outcomes and Criteria), a copy of which is attached and incorporated as part of this Lease Agreement. In addition, if applicable, Tenant is required to successfully obtain an occupancy permit from Department of Planning and Development (DPD) and a childcare license from Department of Early Learning (DEL) within 90 days of the Commencement Date of this Lease. Tenant agrees to pay the base rent established in this section for all periods during which it fails to fulfill the requirements stated herein.
- 1.11 Security Deposit: \$0.
- 1.12 Business Purpose: Childcare Only.
- 1.13 Cancellation: This Lease shall be subject to cancellation by Landlord prior to the Lease Termination Date upon 90 days notice. Tenant shall give Landlord 90 days written notice in advance in the event Tenant wishes to terminate this Lease prior to the expiration of this Lease without being charged an early termination penalty.
- 1.14 Early Termination Penalty:

If Tenant terminates this Lease prior to the expiration of this Lease without giving the full 90-day written notice to Landlord, Tenant agrees to pay Landlord the base rent as established in Section 1.10 of Part I of this Lease, prorated for each day of late notice. For example, if this Lease expires on August 31, 2018, Tenant gives its notice of early termination on July 10, 2018, Tenant shall pay Landlord 38 days of base rent.

## ATTACHMENT 1

1.15 The following Attachments and Exhibits are incorporated herein as part of this Lease:

- Attachment 1: Lease Agreement - Part II (Revision dated 5/2012)
- Attachment 2: Summary of Outcomes and Criteria for OST Providers and School Partnerships
- Attachment 3: Engrossed House Bill 1824 (RCW 28A.600.190 and RCW 4.24.660)
- Attachment 4: General Rules and Regulations For Use of School Facilities
- Attachment 5: Holiday/Vacation Schedule and Charges

### 2. Extension of Lease Term

The Learning Partners Committee (LPC), or its designee, will complete an annual evaluation of Tenant's performance of the program standards by May 31<sup>st</sup> each year. If the annual evaluation is satisfactory and Tenant complies with all terms and conditions of this Lease, and subject to Landlord's right under Section 1.13 ("Cancellation") of Part I, this Lease shall stay in force. If the annual evaluation is unsatisfactory, Landlord may terminate this Lease upon 90 day notification at the termination date and Landlord may elect to seek another provider. The decision of the LPC or its designee is final.

### 3. Custodial and Utilities Services

If Tenant chooses to operate during outside normal academic hours, Landlord's designated school vacations (such as winter, mid-winter and spring break), early dismissals, summer vacation, legal holidays and other school closure days and if heat, air-conditioning or custodial staffing is required during these days due to Tenant's operation, Tenant agrees to pay for the heating/cooling and custodial staffing costs. Such costs are indicated in Exhibit D (FY 2017-2018 Holiday/Vacation Schedule and Charges) attached herein. The costs are updated annually for each school year. It is the District's expectation that the Tenant will provide proper heating/cooling to meet licensing standard.

### 4. Alterations and Improvements

Tenant agrees to be responsible for all costs of any alterations or improvements to the Premises.

### 5. Use of Common Areas and Other Space in the Building

5.1 In addition to the Premises, Other Spaces in the Building may be used occasionally by the Tenant rent free at the sole discretion of the Building principal or Building manager. Tenant agrees it has an obligation to regularly inspect Other Spaces prior to its use. Other Space is used "AS IS" and use of such space by Tenant constitutes acceptance of its "AS IS" condition. Other Spaces is defined as: spaces that are used occasionally, but not included in the Premises and not Common Areas. The Tenant agrees that any damage caused by Tenant or an agent, employee, contractor, servant, invitee, licensee, or concessionaire of Tenant to any personal or real property in the common areas or Other Spaces shall be promptly repaired or replaced by

## ATTACHMENT 1

Tenant at the Tenant's sole expense. Except as provided above, Tenant is not responsible for any maintenance or repair to the Common Areas or to Other Spaces.

5.2 Tenant agrees that the Accident and Indemnification provision (Section 14) in the Lease Agreement, Part II, shall also apply to all Claims arising in whole or in part out of any occurrence in, upon, at, or from the Common Areas or Other Spaces when a Claim is advanced or prosecuted by any agent, employee, contractor, servant, invitee, licensee or concessionaire of Tenant.

5.3 Tenant further agrees that all insurance required to be purchased under the Insurance provision (Section 10) in the Lease Agreement, Part II, shall apply and provide general liability protection to the Landlord for all Claims discussed in Section 5.2 above.

### 6. Maintenance

6.1 Landlord may inspect Premises from time to time (at least once per year) to ensure Premises is kept in a neat, clean, and sanitary condition and Tenant has made all necessary repairs. Repairs requiring attention not tied to main building systems or items noted in 6.2 are the responsibility of the Tenant.

6.2 Tenant is required to make all necessary repairs and maintenance to the Premises that are used exclusively by Tenant as provided for in the Lease Agreement, Part II (Section 8), except it is the District's responsibility to:

- (a) Repair a roof leak in a District building or portable, based on District standards and the District's priority for scheduling and making the repair;
- (b) Repair or replace light fixtures in a District building or portable, based on District standards and the District's priority for scheduling and making the repair;
- (c) Take down, repair or replace falling ceiling tiles (at the District's discretion) in a District building or portable caused by a roof leak (Tenant may also take down such tiles after obtaining permission from the District), based on District standards and the District's priority for scheduling and making the repair;
- (d) Repair interior walls when the damage was caused solely by a roof leak in a District building or portable, based on District standards and the District's priority for scheduling and making the repair;
- (e) Repair or fix water temperature problems tied to a District-owned building system, based on District standards and the District's priority for scheduling and making the repair; and
- (f) Repair the heating and ventilation system in a District building or portable, based on District standards and the District's priority for scheduling and making the repair.

Landlord is not responsible for any loss caused to Tenant by Landlord's failure to make these repairs. The District's priority and scheduling may push these repairs out several years.

## ATTACHMENT 1

- 6.3 Landlord will repair the Premises that are not used exclusively by Tenant based on District's standards and the District's priority for scheduling the repair at the Landlord's sole discretion. Landlord is not responsible for any loss caused to Tenant by Landlord's failure to make these repairs. The District's priority and scheduling may push these repairs out several years. However, Tenant agrees that any damage caused by Tenant or an agent, employee, contractor, servant, invitee, licensee, or concessionaire of Tenant to any personal or real property in the Common Areas or Premises as stated in Section 1.6 of Part I shall be promptly repaired or replaced by Tenant at the Tenant's expense.
- 6.4 Any repairs or improvements that are required to permit Tenant to use the Premises for the purpose(s) set forth in Section 1.12 above, or to obtain licensing for Tenant's operation shall be the sole responsibility of Tenant. Any repairs or improvements done by Tenant must have prior approval by Landlord before commencing work.
- 6.5 Tenant is responsible for any and all costs or fines associated with false alarms caused by Tenant.

### 7. Tenant Program Compliance

Tenant shall adhere to all representations made in their initial proposal and during the screening processes regarding program services, staffing, discipline/child guidance policy, parent and community involvement, curriculum, nutrition, accessibility to all children, administration, health and safety, and physical environment. Tenant acknowledges that Landlord's selection of Tenant to occupy the Premises is in consideration for, inter alia, Tenant's agreement to adhere to the standards and representations upon which Tenant's selection was made. Tenant shall obtain an occupancy permit with DPD and a child care license with DSHS within 90 days of the Commencement Date of this Lease. Tenant shall not operate its program until Tenant obtains the occupancy permit and child care license. Tenant shall keep the occupancy permit and childcare license current through the duration of this Lease and any extension thereof. A copy of the occupancy permit and the child care license and subsequent renewals shall be filed with Landlord's Property Management Office.

### 8. Compliance With Zackery Lystedt Law - Youth Programs

\_\_\_\_\_(initial) Youth Programs – When facility will be used for youth programs, the Applicant agrees to fully comply with the State of Washington requirements for concussion and head injury education, prevention, and management as prescribed by the Zackery Lystedt Law. Access to facilities used for youth programs under this Agreement will not be granted until the “Seattle School District Compliance Statement for the Zackery Lystedt Law” is signed and returned to Landlord.

### 9. Compliance With Rules and Regulations

Tenant agrees to comply with the General Rules and Regulations For Use Of School Facilities as described in Exhibit C attached hereto and incorporated into the Lease.

ATTACHMENT 1

10. Duty of Cooperation

Tenant will not interfere with the operation of the regular school program and will cooperate with the Building principal's reasonable guidelines and requests to assure same.

11. Dispute Resolution Process

In the event that Tenant is dissatisfied with issues pertaining to space use and/or access, repairs, maintenance and custodial staffing, a request can be made through the Seattle School District's Property Management Office for a meeting with the District's Executive Director of Facilities to try to reach an amicable resolution.

12. Waiver of Immunity

As provided in Part II, Paragraph 14.4, solely for the purpose of effectuating the indemnification obligations under this Lease, and not for the benefit of any third parties (including but not limited to employees of Tenant), Tenant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Furthermore, the indemnification obligations under this Lease shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable to or for any third party under worker compensation acts, disability benefit acts or other employee benefit acts. The parties acknowledge that the foregoing provisions have been specifically and mutually negotiated between the parties.

In the event of any conflict between this Part I - Lease Cover Sheet and the terms of Part II - Lease Agreement, the terms of this Lease Cover Sheet shall control.

Landlord:

Tenant:

SEATTLE SCHOOL DISTRICT NO. 1

\_\_\_\_\_

By \_\_\_\_\_

By\_\_\_\_\_

Its \_\_\_\_\_

Its\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

ATTACHMENT 1

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, a corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at

\_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of SEATTLE SCHOOL DISTRICT NO. 1, a Washington municipal corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at

\_\_\_\_\_  
My appointment expires \_\_\_\_\_

**LEASE AGREEMENT**

**PART II**

THIS LEASE AGREEMENT is made by and between SEATTLE SCHOOL DISTRICT NO. 1, a municipal corporation (hereinafter "Landlord"), and Tenant, and dated as of the Lease Reference Date set forth in PART I of the Lease Agreement ("Lease Cover Sheet").

W I T N E S S E T H

FOR AND IN CONSIDERATION of the rents herein reserved and in further consideration of the mutual promises, terms and conditions hereof, the parties hereby agree as follows:

1. **PREMISES**

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises described in Section 1.6 of the Lease Cover Sheet, together with a non-exclusive right during the term of this Lease to use the common areas of the Building as from time to time constituted by Landlord, such use to be in common with Landlord and all other occupants of the Building, and their employees, agents, customers and invitees. Landlord reserves the right to make changes in the common areas and the Building as Landlord deems necessary and to establish reasonable rules and regulations for the use of the common areas and the Building.

2. **BUSINESS PURPOSES**

The Premises are to be used only for the purposes described in Section 1.12 of the Lease Cover Sheet and for no other business or purpose without the written consent of Landlord, which it may give or withhold in its sole discretion.

3. **TERM**

The term of this Lease shall commence on the Commencement Date and shall terminate at midnight on the Termination Date, with the days and hours of use as stated in Section 1.9 of the Lease Cover Sheet. Use of the Premises excludes legal holidays and school vacations except as stated otherwise in Section 1.9 of the Lease Cover Sheet. Tenant acknowledges that Landlord may revise the School Calendar at its discretion from time to time, and Tenant's use of the Premises shall be subject to such changes. Requests for access to the Premises during legal holidays, school vacations, and other days or hours not specified herein shall be submitted in writing to Landlord at least ten (10) working days in advance. Such requests shall be reviewed by Landlord on a case-by-case basis. Tenant agrees to pay all applicable charges for such additional uses if approved. Landlord reserves the right to lease or use the Premises during the days and hours they are not occupied by Tenant.



4. SECURITY DEPOSIT

4.1 The Security Deposit, if any, deposited by Tenant shall be kept by Landlord as security for the performance by Tenant of all the terms, covenants, and conditions required to be performed by Tenant hereunder, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. The Security Deposit shall be returned to Tenant (less any amounts retained by Landlord as permitted herein) within thirty (30) days after the expiration of the term of this Lease and return of possession of the Premises to Landlord if, at such time, Tenant has performed all such terms, covenants, and conditions of this Lease. Prior to the time when Tenant is entitled to any return of the Security Deposit, Landlord may intermingle the Security Deposit with its own funds and use such sum for such purposes as Landlord may determine. Tenant shall not be entitled to any interest on the Security Deposit.

4.2 In the event of default by Tenant in respect to any of its obligations under this Lease, including, but not limited to, the payment of rent, Landlord may use, apply, or retain all or any part of the Security Deposit for the payment of any unpaid rent, or for any other amount which Landlord may be required to expend by reason of the default of Tenant, without prejudice to any other remedy. No portion of the Security Deposit shall be applied towards payment of the last month's rent hereunder without the prior written consent of the Landlord. Tenant shall, upon five (5) days' written demand, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount.

5. RENT & LEASEHOLD EXCISE TAX.

5.1 Tenant covenants and agrees to pay Landlord, as monthly rental for the Premises, in lawful money of the United States, in advance on the first day of each calendar month to Landlord at Landlord's office or at such other place as Landlord may hereafter designate, the amount(s) stated in Section 1.10 of the Lease Cover Sheet.

5.2 In addition to the monthly rental and utility expenses specified in Section 1.10 of the Lease Cover Sheet, Tenant shall pay to Landlord monthly, in advance, on the first day of each calendar month, the leasehold excise tax assessed pursuant to RCW 82.29A against Tenant, if any, in respect of the monthly rent paid pursuant to paragraph 5.1 above. The said leasehold tax is currently equal to twelve point eighty-four percent (12.84%) of the taxable rent paid to Landlord, and is subject to change by the Legislature. Tenant shall in addition pay to Landlord when due the leasehold excise tax in respect of any payment or obligation hereunder which is deemed to be taxable rent.

5.3 Tenant acknowledges that late payment to Landlord of rental or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which would be extremely difficult and impractical to ascertain.

Such costs include, but are not limited to, processing and accounting charges. Therefore, in the event Tenant should fail to pay any installment of rental or any sum due hereunder after such amount is due, Tenant shall pay to Landlord as additional rental a late charge equal to five percent (5%) of each such late installment or the sum of Twenty-Five Dollars (\$25.00) per month, whichever is greater. A Fifteen Dollar (\$15.00) charge will be paid by Tenant to Landlord for each returned check.

6. SECURITY ALARM

- 6.1 Tenant is responsible for securing the Premises before leaving the Building, i.e. closing windows, locking doors, etc.
- 6.2 Tenant agrees to reimburse Landlord for all reasonable costs incurred for each security call due to failure of Tenant to properly follow established procedures for securing the Building or using the security alarm system upon leaving or entering the Building.

7. UTILITIES AND SERVICE

- 7.1 During the term of this Lease, Landlord will provide to the Premises Monday through Friday each week, the following utilities and services (provided that, costs for additional heat, electricity and utilities incurred by Landlord due to Tenant's use will be billed to Tenant, as stated in Section 1.10 of the Lease Cover Sheet in addition to the monthly rent):
  - (a) Electricity, water, gas and sewer service;
  - (b) Telephone connection, but not including telephone stations and equipment (it being expressly understood and agreed that Tenant shall be responsible for the ordering and installation of telephone lines and equipment which pertain to the Premises);
  - (c) Heat to such extent and to such levels as, in Landlord's judgment, is reasonably required for the comfortable use and occupancy of the Premises while premises also are occupied by Landlord's educational programs; and
  - (d) Janitorial and window washing service to the common areas.
- 7.2 Tenant shall, at its own costs, provide custodial and grounds keeping (if the grounds are included in the leased Premises) services to the Premises.
- 7.3 Tenant shall arrange for and shall pay the entire cost and expense of all telephone stations, equipment and use charges, electric light bulbs and all other materials and services not expressly required to be provided and paid by Landlord pursuant to the provisions of paragraph 7.1 above.

- 7.4 Tenant shall not, without the written consent of Landlord, use any apparatus or device on the Premises (including, but without limitation thereto, electronic data processing machines, punch card machines or machines using current in excess of 110 volts) which will in any way increase the amount of electricity or water usually supplied at the Premises. Tenant shall not connect with electrical current, except through existing electrical outlets in the Premises. If Tenant requires water or electric current in excess of that usually supplied at the Premises, Tenant shall first procure the written consent of Landlord for the use thereof. Landlord may cause a water meter or electric current meter to be installed in the Premises. The cost of such meters and of installation, maintenance, and repair thereof shall be paid by Tenant. Tenant further agrees to pay Landlord promptly upon demand for all such water and electric current consumed at the rates charged for such services by the City of Seattle or the local public utility, plus any additional expense incurred by Landlord in keeping account of the water and electric current so consumed.
- 7.5 Landlord shall not be liable for and Tenant shall not be entitled to terminate this Lease or to effectuate any abatement or reduction of rent by reason of Landlord's failure to provide or furnish any of the foregoing utilities or services unless such failure was due to the gross negligence or intentional misconduct of Landlord. Landlord shall not be liable for loss or injury to persons or property, however arising, occurring in connection with or attributable to any failure to furnish such utilities or services, unless and only to the extent due to the gross negligence or intentional misconduct of Landlord, and in no event shall Landlord be liable for Tenant's consequential damages.

8. ACCEPTANCE AND CARE OF PREMISES

- 8.1 Tenant has inspected the Premises and accepts the Premises "AS IS" in its present condition. During the term of this Lease and any extension thereof, Tenant, at Tenant's sole cost, shall keep the Premises in a neat, clean, and sanitary condition and shall make all necessary repairs and maintenance to the Premises.

Tenant shall maintain the Premises including, but not limited to, glass, plumbing and lighting fixtures, in good and proper repair, and in accordance with all applicable statutes, city ordinances and directions or regulations of the proper public authorities. Tenant shall not be required to make any repairs in respect to structural defects in the walls, foundation or roof of the Premises; provided, however, Tenant acknowledges that Landlord shall not be required to make such repairs or any repairs to the Premises.

- 8.2 In the event Tenant fails to maintain the Premises in good order, condition, and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. In the event Tenant fails to commence such work within ten (10) days of notice and to diligently prosecute it to completion, then Landlord shall have the right, at its option and in addition to all other remedies, to do such acts and expend such funds to maintain the Premises and to invoice

Tenant for costs incurred. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

8.3 Tenant acknowledges and agrees that Landlord shall have no obligation whatsoever to make any alterations, additions, renovations or improvements to the Premises or to determine if any alterations are necessary in order for Tenant to conduct its business as set forth in Section 2 above. In the event that any federal, state, or city department or agency determines that certain alterations, additions, renovations or improvements are required to permit Tenant to use the Premises for the purpose(s) set forth in Section 2 above, Landlord shall have no obligation to make such changes. If Tenant is unable, in its sole judgment, to make such changes, then this Lease shall be terminated and both parties relieved of all rights and obligations hereunder.

9. WAIVER OF SUBROGATION

9.1 Landlord and Tenant do each herewith and hereby release and relieve the other from responsibility for, and waive their entire claim of recovery for, any loss or damage to the real or personal property of either located anywhere in the Premises or the Building, arising out of or incident to the occurrence of any of the perils which are covered by any property insurance policy obtained by Tenant or Landlord or required by this Lease to be obtained. Each party shall obtain any special endorsements, if required by its insurer, to evidence this waiver of the insurer's right to subrogation against the other party.

9.2 The mutual waivers and waivers of subrogation rights in Section 9.1 above shall not apply to the extent Tenant self-insures for property damage, if allowed to do so by Landlord. Additionally, the mutual waivers and waivers of subrogation in Section 9.1 above shall not apply for losses or claims for any one (1) property damage occurrence, in which the amount of damages is equal to or less than Landlord's property damage deductible or self-insurance retention (collectively, the "Deductible"), which is, as of the date of execution hereof, \$100,000 ("Deductible"). For all such property damage losses equal to or less than the Deductible, Landlord shall be the sole loss payee under the Tenant's property insurance, and any proceeds received therefrom shall be made payable by the insurance company directly to Landlord. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, damages, injuries, losses, liens, costs or expenses (including attorneys' fees) incurred, claimed or arising out of any such property damage event or occurrence.

10. INSURANCE

10.1 Tenant, at its own expense, shall provide and keep in force with companies

reasonably acceptable to Landlord, the following:

- Commercial general liability insurance for the benefit of Landlord and Tenant jointly against liability for bodily injury and property damage for a combined single limit of not less than One Million Dollars (\$1,000,000) for any one occurrence and Two Million Dollars (\$2,000,000) in the aggregate for this location, including coverage for contractual liability and personal injury, and One Hundred Thousand Dollars (\$100,000) for tenant's legal liability;
- If Tenant operates or allows subcontractors to operate day care or other child-serving programs (any program where children are on District premises and not under the care or supervision of their own parents), sexual abuse or molestation coverage shall be provided with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate;
- If Tenant provides or allows its contractors or sublessees to provide professional medical or mental health services, medical professional liability (errors and omissions) coverage shall be required with a minimum limit of \$1,000,000 per wrongful act and \$2,000,000 annual aggregate;
- Statutory Workers' Compensation, including Employer's Contingent Liability (Stop Gap) in Tenant's commercial general liability coverage with a limit of at least \$1,000,000 per bodily injury/accident; \$1,000,000 bodily injury/disease-policy aggregate, and \$1,000,000 bodily injury/disease-employee;
- Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000, including all owned, non-owned and hired vehicles and covering claims for damages because of bodily injury or death of any person or property damage arising out of ownership, maintenance or use of any motor vehicle; and
- Products/Completed Operations Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

The foregoing insurance shall be placed with an insurance company or companies licensed to do business in the State of Washington and shall have an A.M. Best's rating of A or better. Tenant shall furnish Landlord with a copy or certificate of such policies before the commencement date of this Lease and whenever required shall satisfy Landlord that such policies are in full force and effect. Such policies shall list Landlord as an **additional insured** and shall be primary and non-contributing with any insurance carried by Landlord. Such policies shall not be cancelable or materially altered without forty-five (45) days' prior written notice to Landlord. In addition, the policies shall provide for ten (10) days' written notice to

Landlord in the event of cancellation for non-payment of premium. In the event that Tenant fails to deliver the policies or certificates to Landlord as required above, Landlord may, after fifteen (15) days' notice to Tenant, take out such coverage and/or policies as Landlord may deem necessary or prudent in its sole discretion and for its sole benefit, and charge their costs to Tenant as additional rent, to be paid by Tenant on the fifth day of the month following the date on which Landlord takes out such coverage and/or policies and sends notice to Tenant demanding such payment.

- 10.2 If Landlord permits Tenant to self-insure for all or any portion of the insurance coverages required to be carried by Tenant hereunder, Tenant hereby agrees to provide written proof of such self-insurance program and agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, demands, damages, injuries, losses, liens, costs or expenses (including attorneys' fees) incurred, claimed or arising out of any event or occurrence which is or would have been covered by insurance policies otherwise required to be maintained by Tenant.

11. ALTERATIONS OR IMPROVEMENTS

Tenant shall not make any alterations, additions, renovations or improvements in or to the Premises without first obtaining the written consent of Landlord. All alterations, additions, renovations and improvements which shall be made shall be at the sole cost and expense of Tenant and shall become a part of the real property and belong to Landlord and shall remain in and be surrendered with the Premises as a part thereof at the termination of this Lease, or be removed from the Premises by Tenant at the sole discretion of Landlord. Tenant further agrees to indemnify, defend, and hold Landlord and the Premises free and harmless from, and against, any and all damages, injuries, losses, liens, costs or expenses (including attorneys' fees) incurred, claimed or arising out of said work. Landlord reserves the right to review and approve Tenant's plans, specifications and contractor and, further, Landlord reserves the right to impose such restrictions or conditions upon its consent to the above work, including the requirement that Tenant appropriately bond the same, as Landlord may deem reasonably appropriate.

Tenant shall provide Landlord within sixty (60) days after receipt from contractor of "As-built documentation", a set of reproducible copies of record drawings and other data showing the construction project. Tenant shall also furnish to Landlord one preliminary review copy and three finished copies of "Equipment Operation and Maintenance Manual" for the Premises at which work was performed. All plan views of the construction project shall be prepared using the most current AutoCAD software available. Copies of all plan drawings shall be submitted to District in AutoCAD drawing format as well as PDF format.

Landlord further reserves the right to make any alterations, additions, or improvements to the Premises which, in Landlord's sole discretion, are necessary or appropriate for the Premises, provided that Landlord will avoid to the extent reasonably possible interfering with Tenant's use of the Premises.

12. DAMAGE OR DESTRUCTION

In the event the Premises or the Building are partially or wholly destroyed or damaged by fire, earthquake, or other casualty, it shall be optional with Landlord to repair or rebuild the same, and in the meantime the monthly rental, leasehold excise tax payment, and utility costs (to the extent such utilities are not actually used by Tenant) shall be abated in the same proportion as the untenable portion of the Premises bears to the tenantable portion thereof. Unless Landlord within sixty (60) days after the happening of any such damage or casualty shall notify Tenant of its election to restore said Premises or Building, this Lease shall thereupon terminate. Landlord shall not be required to repair or restore any damage or injury nor replace any equipment, inventory, fixtures or other personal property of Tenant or others located on the Premises. Any proceeds payable to Landlord from insurance policies carried by Landlord or Tenant and covering the Premises or the Building shall be the sole and exclusive property of Landlord.

13. CONDEMNATION

If any part of the Premises or the Building shall be taken or condemned, and a part thereof remains which is susceptible of occupation hereunder, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and the rental payable hereunder shall be adjusted so that Tenant shall be required to pay for the remainder of the term only such portion of such rent as the number of square feet in the part remaining after the condemnation bears to the number of square feet of the entire Premises at the date of condemnation; but in such event Landlord shall have the option to terminate this Lease by written notice to Tenant within thirty (30) days of the date when title to the part so condemned vests in the condemnor. If part or all of the Premises or the Building be taken or condemned, all compensation awarded upon such condemnation or taking shall go to Landlord and Tenant shall have no claim thereto, and Tenant hereby irrevocably assigns and transfers to Landlord any right to compensation or damages to which Landlord may be entitled during the term hereof by reason of the condemnation of all or a part of the Premises; provided, Tenant may make separate claims against the condemning authority for damages to its personal property or moving expenses.

14. ACCIDENTS AND INDEMNIFICATION

14.1 Tenant shall indemnify and hold harmless Landlord and its Superintendent, Board members, officers, agents, employees, trustees, advisors and consultants (collectively, "Landlord's Agents") from and against, and shall defend with counsel acceptable to Landlord, any and all suits, actions, damages, claims, demands, personal injuries, loss of life, losses, liens, liabilities, penalties, fines, lawsuits, actions, other proceedings and expenses (including reasonable attorneys' fees and expenses incurred in connection with the proceeding whether at trial or on appeal) (collectively, "Claims") (a) arising in whole or in part out of any occurrence in, upon, at or from the Premises, to the extent (b) arising in whole or in part out of any act, omission or negligence of Tenant, its agents, employees, contractors, servants, invitees, licensees or concessionaires, (c)

arising in whole or in part out

of any breach of default by Tenant under this Lease, or (d) advanced or prosecuted by any agent, employee, contractor, servant, invitee, licensee or concessionaire of Tenant; provided that, Tenant shall not be liable to Landlord if and to the extent such Claims arise out of the gross negligence or willful misconduct of Landlord in failing to repair or maintain those portions of the Building which Landlord is required to maintain as required under the express terms of this Lease after at least thirty (30) days advance written notice of the required repair or maintenance from Tenant to Landlord.

- 14.2 Tenant hereby expressly waives and releases Landlord from, and Landlord shall not be responsible or liable at any time for, any Claims (a) arising out of any acts or omissions of other tenants, occupants, licensees, visitors, contractors or other third parties in, on or about the Building, (b) arising out of any fire, flood, robbery, theft, vandalism, terrorism or other casualty, (c) arising out of any leakage in any part of the Premises or Building from rain, ice or snow or from drains, pipes or plumbing fixtures, (d) arising out of any interruption or diminution of utilities, or (e) advanced or prosecuted by any agent, employee, contractor, servant, invitee, licensee or concessionaire of Tenant; except only if and to the extent such Claims arise out of the gross negligence or willful misconduct of Landlord in failing to repair or maintain those portions of the Building which Landlord is required to maintain as required under the express terms of this Lease after at least thirty (30) days advance written notice of the required repair or maintenance from Tenant to Landlord. In no event and under no circumstances shall Landlord be liable for special, punitive or consequential damages. Tenant shall store its property in the Premises and shall use and enjoy the Premises and all other portions of the Building at its own risk, and hereby waives and releases Landlord, to the fullest extent permitted by law and except as expressly provided above, from all Claims arising out of any cause whatsoever.
- 14.3 In the event Tenant hires any agents or contractors ("Contractors") to perform work on the Premises, Tenant shall include a provision in all contracts between Tenant and any Contractor that, to the fullest extent permitted by law, Contractor will defend, indemnify, and save Landlord harmless from and against any and all claims, actions, lawsuits, damages, liability, and expense (including, without limitation, attorneys' fees) arising from loss, damage, or injury to persons or property or loss of use of the property occurring in, on, or about the Premises, arising out of the work performed at the Premises, or occasioned wholly or in part by any act or omission of Contractor, Contractor's agents, contractors, lower-tier subcontractors, customers or employees. Notwithstanding anything to the contrary herein, Contractor shall not be required to indemnify Landlord for Landlord's sole negligence or intentional misconduct.
- 14.4 Solely for the purpose of effectuating the indemnification obligations under this Lease, and not for the benefit of any third parties (including but not limited to employees of Tenant),



Tenant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Furthermore, the indemnification obligations under this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts. Tenant shall cause Contractors and their subcontractors and material suppliers to execute similar waivers of industrial insurance immunity. The parties acknowledge that the foregoing provisions of this Section 14.4 have been specifically and mutually negotiated between the parties.

15. COMPLIANCE WITH ZACKERY LYSTEDT LAW - YOUTH PROGRAMS

Applicant/Organization is responsible for the safety and conduct of its participants and spectators. All private/non-profit youth programs must verify that they have complied with the mandated policies for concussion and head injury education, prevention, and management as prescribed in the Zackery Lystedt Law. Access to facilities used for youth programs under this Agreement will not be granted until the "Seattle School District Compliance Statement for the Zackery Lystedt Law" is signed and returned to Landlord.

16. COMPLIANCE WITH LAWS

Tenant shall comply fully at its sole expense with all federal and state statutes and city ordinances now or hereafter in force in respect to the Premises and Tenant's activities therein. Tenant warrants and represents to Landlord that Tenant shall use the Premises only for lawful purposes.

17. ACCESS

Landlord shall have the right to inspect the Premises at all reasonable times and enter the same for purposes of cleaning, repairing, altering, improving the Premises or the Building, but nothing contained in this Lease shall be construed so as to impose any obligation on Landlord to make any repairs, alterations or improvements. Tenant shall not install any new lock or bolt on any door without Landlord's prior written consent. Landlord shall have the right to show the Premises to prospective tenants three months prior to the expiration of the term of this Lease.

18. SIGNS OR ADVERTISING

Tenant will not inscribe, post, place, or in any manner display any sign, notice, picture, poster or any advertising matter whatsoever anywhere in or about the Premises, without first obtaining Landlord's written consent thereto. Any consent so obtained from Landlord shall be with the understanding and agreement that Tenant will remove same at the termination of the tenancy herein created and repair any damage or injury to the Premises or the Building caused thereby, and must comply with applicable governmental requirements. Any advertising, flyers or posters must state that Landlord is not in any way sponsoring or endorsing this activity. In addition, the Premises may not be used by religious groups for recruitment or proselytizing activities.

19. WASTE AND UNLAWFUL USE

Tenant will not commit or suffer any waste upon the Premises, or disturb the quiet enjoyment of any other occupants of the Building by making or suffering any nuisance, undue or unseemly noise, or otherwise, and will not do or permit to be done in or about the Premises anything which is illegal or unlawful, or which will be dangerous to life or limb, or which will increase any insurance rate upon the Premises or the Building.

20. SUCCESSORS

All the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors, marital communities and assigns. Any assignment or subletting of the Premises or any interest in this Lease shall not relieve Tenant of primary responsibility for the performance of the terms and payment of the sums to be performed or paid by Tenant hereunder.

21. POSSESSION

In the event of the inability of Landlord to deliver possession of the Premises or any portion thereof at the time of the commencement of the term of this Lease, Landlord shall not be liable for any loss or damage caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event Tenant shall not be liable for any rental until such time as Landlord can deliver possession. If Landlord shall deliver possession of the Premises to Tenant prior to the commencement date of this Lease and Tenant agrees to accept the same at such time, both Landlord and Tenant agree to be bound by all the provisions and obligations of this Lease during the prior period, including the payment of rental and other amounts payable by Tenant to Landlord hereunder at the same monthly rate prorated for the prior period.

22. TAXES

The monthly base rent and leasehold excise tax payments required hereunder are exclusive of any sales, business or occupation or other state taxes levied or assessed against Landlord and which are based on rents, and should any such taxes apply, or be enacted during the life of this Lease, the rental shall be increased by such amount. Tenant shall pay before delinquency any and all taxes, assessments, license fees and public charges levied, assessed or imposed and which shall become payable during the term of this Lease upon Tenant's fixtures, furniture and personal property installed or located in the Premises.

23. INSOLVENCY

Either (i) the appointment of a receiver to take possession of all or any part of the assets of Tenant, or (ii) the general assignment by Tenant for the benefit of creditors, or (iii) any action taken or suffered by Tenant under any insolvency or bankruptcy act shall, if such appointment, assignment or action continues for a period of thirty (30) days, constitute a

breach of this Lease by Tenant, and Landlord may at its election and without notice terminate this Lease and in that event Landlord shall be entitled to immediate possession of the Premises. Provided, however, that in the event any provision of this Paragraph is contrary to any applicable law, such provision shall be of no force or effect.

24. COSTS AND ATTORNEYS' FEES

If, by reason of any default or breach hereunder by Landlord or by Tenant, it becomes necessary to institute suit, the prevailing party in such suit shall be entitled to recover, as part of any judgment, such amount as the court shall determine reasonable as attorneys' fees for the prevailing party in such suit, together with taxable costs, including such costs and attorneys' fees on appeal and in any bankruptcy proceeding.

25. NON WAIVER OF BREACH

The failure of Landlord to insist upon strict performance of any of the covenants and agreements of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such or of any other covenant or agreement, but the same shall be and remain in full force and effect.

26. REMOVAL OF PROPERTY

In the event of any entry in, or taking possession of, the Premises upon the termination of this Lease, Landlord shall have the right, but not the obligation, to remove from the Premises all personal property located therein, and may store the same in any place selected by Landlord, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Tenant, after it has been stored for a period of thirty (30) days or more. The proceeds of such sale shall be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Tenant to Landlord under any of the terms hereof, with the balance, if any, to be paid to Tenant.

27. HOLDOVER

If Tenant shall, without the written consent of Landlord, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of Washington. During such tenancy, Tenant agrees to pay to Landlord the same rate of rental as set forth herein including all other amounts then payable by Tenant to Landlord, unless a different rate is agreed upon, and to be bound by all the terms, covenants, and conditions as herein specified, so far as applicable.

28. ASSIGNMENT AND SUBLETTING

28.1 Tenant shall not transfer, dispose, assign, mortgage, or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other

than Tenant, or sublet the Premises, or any part thereof (each of the foregoing shall be a "Transfer") without the prior written consent of Landlord in each instance, which may be withheld in Landlord's sole discretion. Such prohibition against Transfer shall include any transfer by operation of law and any transfer of this Lease from the Tenant by merger, consolidation, transfer of assets, or liquidation. In the event that Tenant hereunder is a corporation, an unincorporated association, or a partnership, the transfer, assignment, or hypothecation of any stock or interest in such corporation, association, or partnership in the aggregate in excess of twenty percent (20%) in any continuous twelve-month period shall be deemed a Transfer requiring Landlord's prior consent.

28.2 Any Transfer without Landlord's consent shall, at Landlord's sole discretion, be void, and shall constitute a default hereunder which, at the option of Landlord, shall result in the termination of this Lease or exercise of Landlord's other remedies hereunder. Consent to any Transfer shall not operate as a waiver of the necessity for consent to any subsequent Transfer, and the terms of such consent shall be binding upon any person holding by, under, or through Tenant.

28.3 If this Lease or all or any portion of the Premises is Transferred or occupied by any person other than Tenant, Landlord may collect rent and other charges from such other party and apply the amount collected to the rent and other charges reserved hereunder, but such collection shall not constitute consent or waiver of the necessity of consent to such Transfer, nor shall such collection constitute the recognition of such assignee, sublessee, or other party as Tenant hereunder or a release of Tenant from the further performance of all of the covenants and obligations of Tenant herein contained. In the event that Landlord shall consent to a Transfer, Tenant shall pay to Landlord a fee equal to ten percent (10%) of one month's rent for expenses incurred in connection with processing of documents necessary to the giving of such consent, and shall include with the request for consent a copy of the proposed transfer document and adequate financial information for the proposed transferee.

29. NOTICES

All notices, statements, demands, requests, consents, approvals, authorization, offers, agreements, appointments, or designations under this Lease by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if personally delivered or sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Tenant, addressed to the last known post office address of Tenant or to the Premises;

If to Landlord, addressed to Landlord at the address set forth in Section 1.5 of the Lease Cover Sheet, or to such other place as Landlord may from time to time designate by notice to Tenant.

30. LIENS AND ENCUMBRANCES

Tenant shall keep the Premises free and clear of any liens and encumbrances arising out of the use and occupancy of the Premises by Tenant. At Landlord's request Tenant shall furnish Landlord with written proof of payment of any item which, if not paid, would or might constitute the basis for such a lien on the Premises.

31. BREACH BY TENANT

In the event that Tenant defaults in the performance of any of the terms, provisions, covenants and agreements on the Tenant's part to be kept, observed and performed, and such default is not corrected within thirty (30) days after the provision of notice thereof from Landlord, or such longer period as may be reasonable under the circumstances; or shorter period if required by applicable fire or safety codes; or if Tenant shall abandon, desert, vacate or remove from the Premises; or if Tenant shall fail to pay any amount due hereunder for more than five (5) days after written notice thereof from Landlord, then, in such event, Landlord, at its option at any time thereafter, may terminate this Lease together with all of the estate, right, and title thereby granted to or vested in Tenant by giving twenty (20) days notice in writing of such election, by certified mail addressed to Tenant at the address specified in this Lease, and at the expiration of such (20) day period, this Lease and all of the estate, right, title and interest thereby granted to or vested in Tenant shall then cease and terminate, and Landlord may re-enter said Premises using such force as may be required. Notwithstanding such re-entry by Landlord and anything to the contrary in this agreement, the liability of Tenant for the rent provided for herein shall not be extinguished for the balance of the term of this Lease. The Manager of Landlord's Property Management Office shall have the right to determine on Landlord's behalf the existence of any default in performance or other breach or violation of the terms and conditions hereof on the part of Tenant. Notwithstanding anything to the contrary herein, Landlord has the right to terminate this Lease immediately, or to suspend access to the Premises if Landlord determines that access to the Premises or continuation of Tenant's occupancy would jeopardize the health or safety of the students, staff or public.

In the event of a default by Tenant, Landlord, in addition to other rights or remedies that it may have, shall have the right to either terminate this Lease or from time to time, without terminating this Lease, enter and relet the Premises or other part thereof for the account and in the name of Tenant or otherwise, for any such term or terms and conditions as Landlord in its sole discretion may deem advisable with the right to make alterations and repairs to the Premises. Tenant shall pay to Landlord as soon as ascertained, the costs and expenses incurred by Landlord in such reletting or in making such alterations and repairs. Rentals received by Landlord from such reletting shall be applied: First, to the payment of any indebtedness, other than rental, due hereunder from Tenant to Landlord; second, to the payment of the cost of any alterations and repairs to the Premises necessary to return the Premises to good condition, normal wear and tear excepted, for uses permitted by this Lease and the cost of storing any of Tenant's property left on the Premises at the time of reletting; third, to the payment of rental due and unpaid hereunder and the residue, if any, shall be held by Landlord and applied in payment of future rent or damages in the event of termination as the same may become due and payable hereunder and the balance, if any, at

the end of the term of this Lease shall be paid to Tenant. Should such rental received from time to time from such reletting during any month be less than that agreed to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly.

32. CANCELLATION

In the event Landlord determines at any time during the term of this Lease that the Premises are required for other purposes, this Lease shall be subject to cancellation by Landlord as provided in Section 1.13 of the Lease Cover Sheet.

33. VACATING OF PREMISES

Upon termination of this Lease, Tenant shall return the Premises in good order and condition, except for normal wear and tear and damage by fire or other casualty. On or before the date of termination, Tenant shall have removed all furniture, equipment, supplies, and other materials owned and controlled by Tenant. At the election of Landlord, Tenant shall restore the Premises to their original condition, including the removal of all improvements, additions, fixtures or alterations made by Tenant to the Premises.

34. MISCELLANEOUS

34.1 The paragraph and section headings hereof are for convenience only and shall not be used to expand or interpret the meaning of any part of this Lease.

34.2 Time is of the essence hereof.

34.3 If any portion of this Lease shall be deemed void, illegal or unenforceable, the balance of this Lease shall not be affected thereby.

34.4 This Lease shall be interpreted under the laws of the State of Washington.

34.5 The parties agree that the Superior Court of the State of Washington for King County shall have sole jurisdiction over any question, claim, loss or injury arising hereunder.

34.6 Tenant acknowledges that except as expressly set forth in this Lease, neither Landlord nor any other person has made any representation or warranty with respect to the Premises or any other portion of the Building. Specifically, but not in limitation of the foregoing, no representation has been made or relied on with respect to the suitability of the Premises or any other portion of the Building for the conduct of Tenant's business.

34.7 When applicable, Tenant shall provide all cooking surfaces with hood, vent, and fire suppression systems that have been approved by the Washington Survey & Rating Bureau to issue maximum fire insurance rate credit. In the event the

premium for fire insurance on the Premises or the Building is increased as a result of Tenant's failure to install such an approved system, Tenant shall be liable for the increase.

- 34.8 If Tenant fails to pay, when the same is due and payable, any rent, or other sum required to be paid by Tenant hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at a rate equal to ten percent (10%). Landlord may elect to make payment of any unpaid amounts required to be made by Tenant hereunder and, upon demand, Tenant shall reimburse Landlord for said amounts together with interest.
- 34.9 Landlord does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise.
- 34.10 Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Landlord's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or service, or acts of God.
- 34.11 This Lease and the Exhibits, Riders, and/or Addenda, if any, attached hereto, constitute the entire agreement between the parties. All Exhibits, Riders, or Addenda mentioned in this Lease are incorporated herein by reference. Any guaranty attached hereto is an integral part of this Lease and constitutes consideration given to Landlord to enter into this Lease. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed. Submission of this Lease for examination does not constitute an option for the Premises and becomes effective as a lease only upon approval of this Lease by the Seattle School District Board and execution and delivery of this Lease by Landlord to Tenant. If any provision contained in a Rider or Addenda is inconsistent with a provision in the body of this Lease, the provision contained in said Rider or Addenda shall control. The captions and paragraph numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any paragraph.
- 34.12 Landlord and Tenant shall comply with all applicable federal, state and local requirements prohibiting discrimination based on sex, sexual orientation, race, national origin, age, and/or handicapping conditions. Tenant acknowledges that Tenant's failure to comply with the foregoing shall be a default under this Lease, and may cause Landlord to sustain substantial damages, including the loss of federal, state, and/or local funding.
- 34.13 Tenant shall, at its sole cost, dispose of all toxic substances that it brings or uses on the Premises. Tenant shall be responsible for complying with all federal, state and local laws and regulations in regard to the handling of and disposing of toxic substances, and agrees to indemnify, defend, and hold Landlord harmless from and

against all losses, costs, and expenses (including but not limited to site cleanup, investigation, and remediation costs and attorneys fees and costs related thereto) arising from a breach by Tenant of its obligations under this Section 33.13.

- 34.14 If Tenant operates or allows subcontractors to operate day care or other child-serving programs or services (any program or services where children are on District premises and not under the care or supervision of their own parents), all of Tenant's staff and contractor personnel who have access to children on the Premises shall take the Adult Sexual Misconduct (ASM) training class approved or provided by the Seattle School District. Upon completion of the ASM training, evidence of such training shall be submitted to the District.
- 34.15 Landlord reserves the right to change the name of the Building in its sole discretion, without notice or liability to Tenant.
- 34.16 Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, and defend with counsel acceptable to such party, all liabilities arising from any such claim (including, without limitation, the cost of counsel fees in connection therewith).

-END OF PART II-



**Budget Guide**

**If the same information is available in your database, you may attach a copy in place of this page.**

26. Source of funds for current fiscal year to operate child care center:	Date From	Date To
	Estimated	Or Actual
a. Community funds		
b. Fees for child care (private)		
c. Fees for child care (state)		
d. Other (specify):		
e. Other (specify):		
f. Other (specify):		
g. Other (specify):		
h. Other (specify):		
<b>Totals</b>		
27. Expenses for current fiscal year to operate child care center:	Estimated	Or Actual
a. Rent or mortgage payments		
b. Utilities		
c. Wages or salaries and benefits		
d. Other professional fees		
e. Food		
f. Supplies (program )		
g. Supplies (non-program)		
h. Maintenance and repairs		
i. Equipment		
j. Insurance		
k. Taxes		
l. Vehicle and transportation		
m. General operations (telephone, postage, professional dues)		
n. Other (specify):		
o. Other (specify):		
p. Other (specify):		
q. Other (specify):		
r. Other (specify):		
<b>Totals</b>		

## Application Cover Sheet

### Rainier View Elementary School

#### Due: Tuesday, February 6, 2018 to Seattle Public Schools

Attention: Diane Navarro/Contract Manager/ Child Care Application  
MS 22-337, Seattle, WA 98124-1165 (Physical address is 2445 - 3<sup>rd</sup> Ave. South)

1. Organization \_\_\_\_\_ Contact Person \_\_\_\_\_
2. Address \_\_\_\_\_ Web URL, if any \_\_\_\_\_
3. Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Email \_\_\_\_\_
4. Check program status box:  Private non-profit  Private for-profit  Family child care  
Other: (please specify) \_\_\_\_\_
5. How long has your organization operated a licensed child care program? \_\_\_\_\_
6. Does your program have a City of Seattle Business License?  Yes  No  
If yes, list here: \_\_\_\_\_
7. Does your program have a Federal Tax ID?  Yes  No  
If yes, list here: \_\_\_\_\_
8. Reference Checks: Per responses below, we will contact the WA State Department of Early Learning (DEL), City of Seattle Department of Education and Early Learning, an elementary school principal (other than Principal of school applying for consideration) and a program consumer (parent or custodial guardian of enrolled child). The District reserves the right to survey District leadership.  
**Licensor Name:** \_\_\_\_\_  
Phone and e-mail: \_\_\_\_\_  
**City Program Specialist Name:** \_\_\_\_\_  
Phone and e-mail: \_\_\_\_\_  
**Principal and School Name:** \_\_\_\_\_  
Phone and e-mail: \_\_\_\_\_  
**Program Parent Name:** \_\_\_\_\_  
Phone and e-mail: \_\_\_\_\_
9. If selected to operate the child care program, we commit to meeting the following expectations:
  - We will work with SPS Lease Coordinator to complete all the Lease requirements for space being used.
  - We will work with the DEL Licensor to license the site as quickly as possible.
  - We will meet DEELs Child Care Assistance Program (CCAP) quality standards.
  - We will serve families receiving DEL subsidies without enrollment limits.
  - We will serve families receiving City subsidies without enrollment limits.
  - We will complete SPS Alignment Plan with principal by August 31, 2018.

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**Signature**

**Print Name and Position**

**Date**

*Note: Person signing this form must hold signature authority for organization.*



## Application Questions Rainier View Elementary School Child Care Proposal

*Please include the questions in your text, and answer all questions completely. Please try to keep your proposal to seven pages or less. -Please display your program name and contact information on the top of your proposal.*

### 1. Collaboration with School, Community, and Family

- A. Approximately how many children and families do you currently serve in ~~pre-school and~~ school-age care? How many hours per week and how many months per year are the children in your care? Do you provide part-time options? Do you provide for school holidays, early release days and in-service days?
- B. How do you envision partnering with the school community, including other afterschool ~~and/or preschool~~ options? Who are your additional community partners currently?
- C. Please describe your experience with providing school-age ~~and preschool age~~ care programming. Give specific examples of academic improvement and school readiness strategies and curricula that you utilize for children. How will you reinforce children's learning and social/emotional development during out-of-school hours?
- D. Please provide a sample of a school-age activity schedule for 1) an afternoon and 2) a full day.  
~~Please provide a sample preschool age activity schedule for 1) an afternoon and 2) a full day~~
- ~~F.E.~~ How does your program create a welcoming and effective environment for all families and children? Describe what inclusive activities will be part of your weekly program that are appropriate and engaging for all children.
- ~~G.F.~~ How do you select your snack and lunch menus? Please provide a sample menu for a typical week.
- ~~H.G.~~ Please describe your experience ~~and key practices~~ serving culturally and linguistically diverse children and families.
- ~~H.H.~~ Please describe your experience and policies for serving children with special needs.
- ~~H.I.~~ Please provide a tasks-and-timelines list for program start-up.

### 2. Personnel Policies and Procedures

- A. Describe how your personnel policies attract and retain well-qualified culturally and linguistically diverse staff who meets state licensing requirements. Describe your staff hourly wages and benefits.
- B. Please describe your experience in leading/motivating/supervising and team building with staff.
- C. Please explain the roles you envision for each staff person. Describe staff schedules including provision for substitutes. What would be the staff/child ratio for each age group? Who would supervise the site? Please attach job descriptions.
- ~~D. Please note: Your program's DEL Staffing Forms\* will be taken into consideration when evaluating this section.~~

### 3. Financial and Organizational Stability

- A. Describe your experience with business management practices (payroll, budget, human resources, working with a board or parent advisory committee, ... etc.).
- B. Please provide your program fees.
- C. Describe the level of financial support your organization will provide to the program through scholarships and other resources.
- D. ~~Please note~~ Note: Your programs DEL Financial Forms\* will be taken into consideration when evaluating this section.

**Commented [HS1]:** We are not going to use the DEL staffing form anymore.

**Commented [ZJK2]:** Should the \* reference an attachment in the footer?  
Also in 3.D.

**Commented [HS3R2]:** No, the 3 D attachment refers to a form attached to the announcement/RFP. I believe we include a link to the DEL website for the proposer to download and complete the one budget page is all. 3 D is a document that originates with the proposer, so I believe it is different and not noted this way.

## Seattle Public Schools FORM A

**To be attached to the application and submitted February 6, 2018.**  
**Checklist for child care providers applying to lease space at Rainier View Elementary School**

The answers to Questions #1 through #9 must be Yes. The childcare space should be licensable for school-age programs, but may NOT be for preschool-age programs without upgrades.

Questions	Yes	No
1. Has the WA State Department of Early Learning (DEL) reviewed the child care space?		
2. Based on DEL's requirements, does the space meet licensing requirements?		
3. If the answer to Question #2 is No, has the provider applicant developed a plan for upgrading or improving the space, including estimated costs and completion dates, to bring the facility up to		
<i>Please note: if the answer to #2 is No, then the answer to #3 must be Yes, and the plan must be attached.</i>		
4. Has the provider applicant demonstrated or provided sufficient evidence that he/she is financially able to pay for the estimated costs of repairs, if any, as well as potential rent, taxes, utilities, custodial, and operating costs?		
5. Has the provider applicant signed the following statement? <i>If I am selected as the provider, I agree to meet City of Seattle permitting requirements and DEL licensing requirements, including any repairs, upgrades, or improvements at my sole cost except for items that are under warranty or initially identified in the new construction as the District's responsibility.</i> Company Name: _____ Authorized Signature: _____ Date: _____		
6. Has the provider applicant signed the following statement? <i>If I am selected as the provider, I agree to pay any custodial, utilities costs (including heating/cooling) and rent (unless waived) per the lease agreement, and other costs that are related to my operation.</i> Company Name: _____ Authorized Signature: _____ Date: _____		
7. Has the provider applicant signed the following statement? <i>I have received and reviewed the sample standard lease.</i> Company Name: _____ Authorized Signature: _____ Date: _____		
8. Has the provider applicant signed the following statement? <i>If I am selected as the provider, I acknowledge that I am not authorized to occupy the facility until a lease is signed and until proof of insurance is provided to Seattle Public Schools.</i> Company Name: _____ Authorized Signature: _____ Date: _____		
9. Has the provider applicant signed the following statement? <i>If I am selected as the provider, I acknowledge that unless I produce an exemption certificate specifically exempting me from Leasehold Tax, I will be billed this tax monthly (currently 12.84% of the rent value).</i> Company Name: _____ Authorized Signature: _____ Date: _____		

**Commented [ES1]:** Question is incomplete. To bring the facility up to ??? what ? ... licensing standards

**Commented [HS2]:** Lewis Carlson is the expert on this one.

**Commented [ZJK3]:** Does % need to be updated?