

SHAWNEE PUBLIC SCHOOLS

HEAD START/EARLY HEAD START LEASE AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2021, by and between **Crossroads Youth & Family Services, Inc., d/b/a Crossroads Head Start/Early Head Start** ("Lessee") and **Independent School District No. 93 of Pottawatomie County, Oklahoma a/k/a Shawnee Public Schools**, 326 North Union Street, Shawnee, Oklahoma ("Lessor").

RECITALS:

- A. Lessor is the owner of real property and facilities consisting of a three-story classroom building located at 501 North Union Street, Shawnee, Oklahoma (the "School Building") and an Additional School Building located at 1111 N. Kennedy, Shawnee, Oklahoma (the "Additional School Building").
- B. Lessor desires to lease to Lessee and Lessee desires to lease from Lessor a portion of the School Building and the Additional School Building for the operation of a Head Start/Early Head Start Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound, the parties agree as follows:

1. **Lease of the Premises.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor a portion of the School Building located at 501 North Union Street, Shawnee, Oklahoma, more particularly described as follows: all classrooms, restrooms and other facilities located on the first floor of the School Building, not including the old high school portion of the School Building, the auditorium or the gymnasium located on the adjoining property. The Additional School Building located at 1111 N. Kennedy, Shawnee, Oklahoma for the operation of an eight (8) child classroom as part of an Early Head Start Program is included as part of the "Leased Premises" except that Section 10 will not apply to the leased portion of the Additional School Building.
2. **Term.** The term of this Agreement shall be from July 1, 2021 to June 30, 2022, unless terminated at an earlier date as provided herein. Upon termination of this Agreement, by lapse of time or otherwise, Lessee agrees to surrender possession of the Leased Premises to Lessor in good condition and repair, normal wear and tear excepted. The term may be renewed for additional periods of one year by mutual agreement of the parties.
3. **Use of Premises.** The Leased Premises shall be used by Lessee solely for the operation of the Head Start/Early Head Start Program. Lessee shall not use the

Shawnee Public Schools—Lease Agreement

Leased Premises in any manner which would constitute a change in use or occupancy, as that term is defined in the current edition of the BOCA National Building Code (the "Building Code"). Lessee agrees that its operation of a Head Start/Early Head Start Program on the Leased Premises will be in full and strict compliance with the requirements of applicable state, municipal and federal laws, rules and regulations. If Lessor determines that Lessee is not complying with the provisions of this Agreement concerning the nature and character of its operations on the Leased Premises, Lessor shall give Lessee written notice. If Lessee fails to correct deficiencies in its operation within ten days after receipt of Lessor's notice, Lessor shall have the right to terminate this Agreement. If Lessee violates any applicable provision of state, municipal or federal law, or any rules or regulations pursuant thereto, governing its use of the Leased Premises, Lessor shall have the right to terminate this Agreement immediately and without prior notice to Lessee. If Lessee is required to obtain a license or Certificate of Occupancy from any state or local regulatory agency as a condition to its use and occupancy of the Leased Premises, the cancellation, suspension, revocation or surrender of the license or the failure to obtain a Certificate of Occupancy shall constitute a basis for immediate termination of this Agreement by Lessor.

4. **Program Requirements.** Lessee's child care staff and all operations of a Head Start/Early Head Start Program on the Leased Premises will meet the combined requirements of (i) the Oklahoma Department of Education and (ii) the performance standards of the Head Start/Early Head Start Program. Violation of any of the above-referenced standards or regulations shall be considered a breach of this Agreement and shall constitute a basis for termination of this Agreement by Lessor.
5. **Operating Hours.** The Leased Premises will be open for operation only between the hours of 7:00 a.m. and 6:00 p.m. ("Operating Hours"), Monday through Friday, or by special arrangements to accommodate evening activities or other activities deemed appropriate.
6. **Rent.** Lessee agrees to pay One Dollar (\$1.00), payable upon execution of this Agreement.
7. **Care, Maintenance and Repair.** Lessee, at its cost, shall provide usual and customary care to the Leased Premises, including custodial services, routine maintenance and upkeep of the Leased Premises. Lessee has inspected the Leased Premises with these obligations in mind and accepts the same in its present condition. Lessee shall not be responsible for loss or damage to the Leased Premises resulting from occurrences covered by Lessor's policy of fire and casualty insurance.

Shawnee Public Schools—Lease Agreement

8. **Access by Lessor.** Lessee shall permit Lessor or Lessor's agents, representatives or employees to enter the Leased Premises at all reasonable times for the purpose of inspecting the Leased Premises to determine whether Lessee is complying with the terms of this Agreement and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the Leased Premises or to perform Lessor's duties under this Agreement. If Lessee installs locks on the Leased Premises, duplicate keys shall be provided to the Lessor.
9. **Alterations or Improvements.** All alterations or improvements made by Lessee shall require consent of Lessor. All approved alterations will be made at the expense of the Lessee and shall conform in all respects to state and local laws, ordinances and regulations including, without limitation, the current edition of the Building Code. Lessee shall bear the expense of any remedial measures required by the Building Code, the Fire Prevention Code, the Division of the State Architect for public school buildings or required as a condition for the issuance of a license or Certificate of Occupancy. Lessee shall be responsible for and shall pay for any inspections, permits or fees required, including, but not limited to, any fees charged by the Division of the State Architect. Any alterations, additions or improvements Lessee has made to the Leased Premises, with the exception of any playground equipment installed by the Lessee, shall become the property of Lessor at the end of this or any subsequent Lease term.
10. **Utilities and Custodial Services.** Lessee shall provide at Lessee's sole cost and expense all utilities and custodial services used by Lessee during its use and occupancy of the Leased Premises.
11. **Access to Other Areas of School Buildings and Grounds.** Lessee shall have no right of access to or use of other areas of the School Building. Lessee shall have non-exclusive access to the grounds and parking facilities.
12. **Notices.** Any notice required or permitted under this Agreement shall be addressed to the parties as follows:

If to the Lessor: Superintendent
 Shawnee Public Schools
 326 N. Union Street
 Shawnee, Oklahoma 74801
 Telephone: (405) 273-0653
 Facsimile: (405) 878-1025

Shawnee Public Schools—Lease Agreement

If to the Lessee: Executive Director
 Crossroads Youth & Family Services, Inc.
 1333 West Main Street
 Norman, Oklahoma 73069
 Telephone: (405) 292-6440
 Facsimile: (405) 292-6442

All notices shall be sent certified mail, return receipt requested. Notices mailed in accordance with the foregoing shall be deemed to have been delivered five days after deposit in the United States Mail at Shawnee, Oklahoma.

13. **Hold Harmless.** Lessee shall hold harmless, defend and indemnify Lessor, its officers, agents and employees, from and against any liability, claim, action, cost, damage or loss, including reasonable costs and attorneys' fees, for injury, including death, to any person or damage to any property arising out of Lessee's activities under this Agreement, but excluding liability due to the sole negligence or willful misconduct of Lessor. This obligation shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Lessee or its employees or agents under workers' compensation acts, disability benefit acts, or other employee benefits acts.

14. **Insurance.** Lessee shall furnish Lessor, prior to its occupancy of the Leased Premises, a certificate of public liability insurance, naming Lessor as an additional named insured, in a minimum amount of \$50,000 for any claim or to any claimant who has more than one claim for loss of property arising out of a single act, accident, or occurrence, \$125,000 to any claimant for any loss arising out of a single act, accident, or occurrence, and \$1,000,000 for any number of claims arising out of a single accident or occurrence. The insurance coverage shall not be subject to any deductible or retention. The certificate of insurance shall provide that the insurance carrier will give Lessor ten days written notice prior to any cancellation of the insurance coverage for any reason, including non-payment of the premium. Coverage dates under the insurance must coincide with the term of this Agreement. In the event the insurance is cancelled or permitted to lapse, Lessor shall have the right to cancel this Agreement without prior notice. Lessee further agrees to furnish evidence of workers compensation coverage to the extent required by Oklahoma law. Lessee's insurance shall be primary over Lessor's insurance.

Shawnee Public Schools—Lease Agreement

15. **Risk of Loss.** Lessee assumes the risk of any theft, loss or damage to its property or the property of its employees, agents and invitees. Lessor assumes the risk of any theft, loss or damage to its property or the property of its employees, agents and invitees. Lessor does not and will not maintain casualty or any other insurance on Lessee's property. Lessor and its officers, agents and employees shall not be responsible or liable for any theft, loss of, or damage to, property while on the Leased Premises, including the surrounding grounds.
16. **Assignment.** This Agreement, or any interest of Lessee therein, shall not be assignable by Lessee without the prior written consent of Lessor and any attempt to so assign shall be null and void.
17. **Compliance with Rules and Regulations.** Lessee agrees to comply with Lessor's rules and regulations governing use and occupancy of the Leased Premises and with any rules and regulations as may be adopted in the future by Lessor for the safety, care and cleanliness of the Leased Premises and the preservation of good order on the Leased Premises. With the exception of safety rules and regulations, Lessee shall be given thirty days written notice prior to Lessor's adoption of any change in the rules and regulations regarding the Leased Premises.
18. **Americans With Disabilities Act (ADA).** It is acknowledged that the Leased Premises, at time of original occupancy by Lessee, were in compliance with the requirements of the Americans with Disabilities Act ("ADA"). From and after the date of this Agreement, Lessee shall assume responsibility for compliance with the ADA, its supporting regulations, and all similar federal, state or local laws, regulations and ordinance relating to removal of barriers within the workplace, including, without limitation, the arrangement of interior furnishings, and access within the Leased Premises. If Lessor's consent would be required for alterations to bring the Leased Premises into compliance, Lessor agrees not to unreasonably withhold its consent.
19. **Default.** The following shall constitute events of default on the part of the Lessee:
 - (a) Lessee's failure to operate a Head Start/Early Head Start Program on the Leased Premises;
 - (b) Lessee's failure to maintain any required permits;

Shawnee Public Schools—Lease Agreement

- (c) Operating the Leased Premises in any manner contrary to any law, ordinance or regulation applicable to the conduct of the Head Start/Early Head Start Program on the Leased Premises; or
- (d) Violation or non-performance of any other obligation of Lessee under this Agreement which is not corrected by the Lessee within the time permitted under this Agreement or, if no time is specified, within a reasonable time after Lessee's receipt of written notice from Lessor.

Upon the occurrence of an uncorrected event of default, Lessor shall have the right to terminate this Agreement and Lessee's rights hereunder, including the right to occupy the Leased Premises, without notice or demand, statutory or otherwise, all of which are waived by Lessee. If Lessor elects to terminate this Agreement because of an uncorrected event of default, an amount equal to the present rental value of the Leased Premises from the date of termination until the Leased Premises are surrendered to Lessor and for all of Lessor's costs and expenses, including attorneys' fees, in recovering possession of the Leased Premises.

- 20. **Miscellaneous.** This Agreement represents the entire understanding between the parties hereto concerning the subject matter hereof and may be modified only by the mutual written agreement of the parties. This Agreement shall be binding upon the parties and their respective successors and assigns, except that Lessee shall not assign this Agreement or sublease the Leased Premises. Time is of the essence of the obligations of the parties herein. Lessee shall not advertise or represent that Lessee is sponsored by Lessor or in any other way affiliated with Lessor. If any action is brought by either party to enforce this Agreement or for breach of the terms of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee, to be fixed by the Court, and all other costs of the action in addition to any monetary or injunctive relief obtained.
- 21. **Independent Relationship.** It is not the intention of the parties to form a joint venture or partnership for the operation of the Head Start/Early Head Start Program. Rather, this Agreement shall constitute a lease of space only for the use stated herein. This Agreement should not be construed to create a contract of employment or agency relationship. Lessee is solely responsible for the operation of the Head Start/Early Head Start Program, for employment of staff and for the payment of all taxes, including federal, state and local employment taxes arising out of Lessee's activities hereunder.

Shawnee Public Schools—Lease Agreement

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first written above.

Independent School District No. 93 of Pottawatomie
County, Oklahoma a/k/a Shawnee Public Schools

By: _____
President, Board of Education

“Lessor”

Crossroads Youth & Family Services, Inc.

By: _____
Executive Director

“Lessee”