

AGREEMENT

The parties to this Agreement (“Lease” or “Agreement”) are the Clarinda Community School District, a school corporation organized and existing under the laws of the State of Iowa (“Landlord”), and Grandma’s House Daycare, a local child care center. (“Tenant”).

The Landlord and Tenant, in consideration of this Agreement and the mutual promises contained herein, agree as follows:

1. **LEASED PREMISES.**

The Landlord agrees to lease to Tenant the area known as Room 213 in the Garfield Elementary School building owned by Landlord located at 423 E Nodaway Clarinda, Iowa (“Leased Premises”), in accordance with the terms and conditions as stated herein.

2. **RENT**

A. Rent. For use of the Leased Premises pursuant to this Agreement, Tenant shall pay to Landlord the sum of a daily rate per month as rent. Rent for the first month of this Agreement period shall be payable on the first day of the term of this Agreement, with such rent amount prorated for any partial month, and rent for the succeeding months of this Agreement period shall be payable on the first day of each month.

3. **MAINTENANCE.**

A. Maintenance/Repair. The Landlord shall be responsible for routine maintenance and repair of the Leased Premises. The Tenant shall be responsible for day-to-day aspects of operation of the Leased Premises during the term of use of the Leased Premises by Tenant, including, but not limited to, cleaning and trash removal.

B. Changes/Improvements. The Tenant shall make no alterations, additions, or improvements to the Leased Premises without the prior written approval of Landlord. The parties agree that Tenant shall be responsible for all costs associated with any alterations, additions, or improvements made by Tenant. Any such alterations, additions, or improvements permitted hereunder to be made by Tenant shall be solely in furtherance of the use of the Leased Premises for the purpose for which the Leased Premises are leased and shall become the property of Landlord, unless otherwise agreed by the parties.

The Tenant may install a sign identifying the name and nature of its use of the Leased Premises, subject to the advance approval of Landlord and applicable signage laws.

D. Care of the Leased Premises. The Tenant agrees to accept the Leased Premises in its present condition and configuration. The Tenant shall act as a reasonably prudent person to keep the Leased Premises clean and free and clear of all obstructions and nuisances in a reasonable and proper manner. The Tenant will not permit the Leased Premises to be damaged

or depreciated in value by any negligence or other act or omission of Tenant or its directors, officers, employees, agents, representatives, invitees, or visitors, and Tenant agrees to be responsible for any such damages.

4. **USE OF LEASED PREMISES.**

A. Use in General. The Leased Premises shall be used by Tenant only for child care purposes, before and after school in accordance with Landlord's calendar. All staffing and operations associated with Tenant's use of the Leased Premises are the responsibility of Tenant. The Tenant shall provide its own furniture, equipment, and supplies for Tenant's operations, except as otherwise agreed by the parties.

B. Compliance with Laws. The Tenant shall comply with all federal, state, and local laws and regulations and Landlord policies and rules applicable to the Leased Premises and use thereof, specifically including, but not limited to, prohibitions on smoking in the building and on the grounds of the building pursuant to the Iowa Code Chapter 142D and restrictions on sex offenders pursuant to Iowa Code Chapter 692A. The Tenant shall not permit any activities on the Leased Premises which violate such provisions. In addition, Tenant shall not use, nor permit the use of, the Leased Premises for any purpose which would adversely affect the value or character of the Leased Premises or cause the Leased Premises to lose exempt status for tax purposes.

C. Access to the Leased Premises. During the term of use of the Leased Premises by Tenant, Tenant shall have access to the building and grounds attendant to such use. Keys for access to the building shall be provided for designated representatives of Tenant. The Tenant shall ensure that the building is locked and secured as needed. Keys for access to the building shall be returned to Landlord at the termination or expiration of the Lease.

The Landlord may enter the Leased Premises without the prior approval of Tenant during the term of use of the Leased Premises by Tenant, so long as such entry does not unreasonably interfere with Tenant's use. The Landlord may enter the Leased Premises at any time for emergencies.

5. **INSURANCE.**

A. Liability Insurance. Tenant shall carry general liability insurance for protection from any liability arising out of any accident or other occurrence causing any injury and/or damage to any person or property upon the Leased Premises due directly or indirectly to any act or omission of the insured, or any person claiming through or under the insured. The Landlord shall be named as an additional insured on Tenant's liability insurance policy. The Tenant shall present proof of such insurance to the Landlord.

B. Property Insurance. The Landlord shall carry property insurance for the Leased Premises. The Landlord shall present proof of such insurance to Tenant upon request. The Tenant may insure its personal property located within the Leased Premises solely at its expense.

C. **Other Insurance.** The Tenant must also carry any insurance required by law, including, but not limited to, worker's compensation insurance. The Tenant shall present proof of such insurance to Landlord upon request.

6. **TAXES.** The Tenant shall pay any taxes, assessments, and other public charges or charges in lieu of taxes which may be levied upon or assessed against Landlord or the Leased Premises by reason of Tenant's possession, occupancy, or use of the Leased Premises or the business carried on therein.

7. **INDEMNIFICATION.** The Tenant agrees to defend, indemnify, and hold harmless Landlord, and Landlord's directors, officers, employees, and agents, from and against any and all demands, claims, causes of action, liability, damages, losses, costs, and expenses (including reasonable attorney fees) arising from any act or omission of Tenant under this Agreement. The obligations in this section shall survive expiration or termination of this Agreement.

8. **RECOVERY OF AMOUNTS OWED.** In the event that it shall become necessary for either party to institute legal proceedings against the other party for recovery of any amounts due and owing under the Agreement, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non-prevailing party all costs related to such collection, including reasonable attorney fees and all expert witness fees incurred during pre-suit collection attempts, suit, and post judgment, appeal, or settlement collection. The obligations in this section shall survive expiration or termination of this Agreement.

9. **TERM.** The term of this Lease shall begin on December, 2020, and shall end on December, 2021, unless extended as agreed by the parties in writing.

10. **TERMINATION.** Prior to its expiration, this Agreement may be terminated by either party in the event that the other party breaches this Agreement and fails to cure such breach within ten (10) days after receiving notice of the breach. This Agreement may also be terminated at any time upon mutual agreement of the parties.

11. **OBLIGATIONS AFTER TERMINATION/EXPIRATION.** The Tenant agrees that upon the termination or expiration of this Lease, it will surrender and deliver the Leased Premises to Landlord in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time. The Tenant shall remove its property from the Leased Premises no later than the termination or expiration date of this Lease. The Tenant shall repair any damage caused by such removal. If Tenant's property is not removed from the Leased Premises within the specified timeframe, such property may be deemed abandoned and disposed of as determined by Landlord. Upon the request of Landlord, Tenant shall, at its expense, remove all improvements or appurtenances to the Leased Premises and restore the Leased Premises to its prior state. The obligations in this section shall survive expiration or termination of this Agreement.

11. **NOTICES.** All notices given under this Agreement shall be in writing, made by certified mail or personal delivery to the parties hereto, at the following addresses:

LANDLORD:

Clarinda Community School District
Attn: Chris Bergman
Superintendent

TENANT:

Grandma's House Daycare
Attn: Bobbi Whitehill
Center Director

The date of such notices will be deemed to be the date on which the notice is delivered, in the case of personal delivery, or the date on which the notice is delivered or attempted to be delivered as shown on the certified mail receipt, in the case of certified mail delivery.

12. **COOPERATION.** Both parties acknowledge and agree to cooperate as needed to assure that all required responsibilities are met by both parties.

13. **NO WAIVER.** No waiver of the breach of any terms or conditions of this Agreement shall be valid unless in writing, nor shall any such waiver constitute a waiver of any other or succeeding breach of the same or other provisions of this Agreement.

14. **ASSIGNMENT; BINDING.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. **STATUS OF THE PARTIES.** It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent parties to a contractual relationship. In no event shall a party be liable for the debts or obligations of another party.

16. **HEADINGS.** The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.

17. **SEVERABILITY.** If any provisions of this Agreement are determined to be invalid by a court of competent jurisdiction, then such provisions shall be deemed null and void, but without invalidating the remaining provisions hereof.

18. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the complete and entire agreement between the parties. None of the terms or conditions of this Agreement shall be in any manner altered or modified except by a written instrument duly signed by both parties.

19. **GOVERNING FORUM AND LAW.** The parties consent to the jurisdiction of the Page County, Iowa District Court for all matters relating to this Agreement and agree that this Agreement shall be governed by the laws of the State of Iowa.

20. **FORCE MAJEURE.** Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to comply with any obligation under this Agreement, nor shall any charges or payments be made in respect thereof, if prevented from doing so by reason of a contingency beyond the reasonable control of the parties, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance.

21. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

The parties hereto have duly executed this Lease Agreement on the dates set forth below.

**CLARINDA COMMUNITY
SCHOOL DISTRICT, Landlord**

**Grandma's House Daycare,
Tenant**

By: _____

By: _____

Name: _____

Name: _____

Title: President, Board of Directors

Title: _____

Date: _____

Date: _____