

Day Care Lease Agreement

This Rental Agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. The Stanley-Boyd School District shall be referred to as Lessor, and Amanda Cornell shall be referred to as Lessee. As consideration for this agreement, Lessor agrees to rent to Lessee, and Lessee agrees to rent from Lessor for use solely as a private business located at Boyd Early Learning Center.

1. **Terms:** Lessee agrees to pay in advance \$700.00 per month on the first day of each month for the lease of three rooms at the Boyd Early Learning Center. The payment will be made at the District Office. This agreement shall commence on April 1st, 2012 and continue until March 31st, 2013. Either party may terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to the date of termination. The addition of renting a fourth room may be discussed in the future. The rent payment would be adjusted at that time.
2. **Operations:** The Lessee shall operate as a private business including all management and financial matters. In promoting the Daycare, the Lessee shall make it clear to all interested parties that she has no affiliation with Lessor other than as a tenant leasing space. All profit and/or debts acquired by the Lessee will remain the profit and/or debts of the Lessee.
3. **Maintenance:** The Lessor shall be responsible for all maintenance of the building including the three rooms leased with the exception of cleaning services.
 - a. All permanent changes to the building will be completed only with the approval of the Lessor.
 - b. The Lessor shall maintain the building and grounds including mowing and snow removal in a manner required for school use. Snow removal on days when Boyd Early Learning Center is not in session, if required, will be done at the expense of the Lessee.
 - c. The Lessor shall provide cleaning services for all building areas with the exception of the three leased room.
 - d. All cleaning of the leased rooms shall be completed by the Lessee.
 - e. On days when the Boyd Early Learning Center is not in session the Lessee will be responsible for cleaning the hallways and bathrooms. The Lessor will provide instructions on what is expected every day for cleaning these areas.
 - f. The Lessee will use the Lessor's garbage collection containers.
4. **Facility Use:** The Lessor shall have priority over the Lessee for facility use with the exception of the three leased rooms.
 - a. During days that the Boyd Early Learning Center is in operation, the Lessee may work out agreements to use the other areas of the facility.
 - b. During days the Early Learning Center is not in operation, the Lessee may use all areas of the Boyd Early Learning Center including, but not limited to, the gym, kitchen, and playground. If the Lessee uses these areas, they are responsible for the cleaning and safety of the areas.
 - c. The Lessee may wish to use other facilities owned by the Lessor. These facilities may include the Fitness Center, Elementary or High School Library, or any other property owned by the Lessor. Each time the Lessee wishes to use one of the facilities a "Segregation and Hold Harmless" waiver will be filled out and kept on file by the Lessor.

5. **Consumable Items:** The Lessee shall provide all consumable items for the needed for operation.
 - a. The Lessee shall provide all office products, copying needs, and cleaning supplies necessary for the operation of the business.
 - b. The Lessee shall be responsible for its own telephone and Internet service.

6. **Food Service:** The Lessee will provide food service.
 - a. The Lessee may contract breakfast and lunch food service through CESA 11 Head Start. That contract will be separate from this contract.
 - b. The Lessee may provide their own breakfast and lunch without interruption of the regular school day.
 - c. During non-school days, the Lessee will provide their own breakfast, lunch, and snack. The kitchen may be used at no charge. The Lessee is responsible for cleaning this area. The Lessee is also responsible for taking the **appropriate training** to use the kitchen area.

7. **Insurance:** The Lessor shall provide property and casualty insurance on the building for the protection of the Lessor. The Lessee will provide a current copy of certificate of general liability insurance by the Lessee in the amount of not less than \$2,000,000, and a certificate of professional liability insurance in the amount of not less than \$1,300,000.

8. **Management:** While the Lessee is operating a private business, the Lessor will expect the business to be managed in an ethical and moral manner and provide services in a child and parent friendly manner.
 - a. The Lessee shall not discriminate in providing services nor engage in practices deemed unacceptable to the Lessor.
 - b. The Lessor is leasing the space to the Lessee to provide convenience to our District parents. To that end, the Lessor will expect the Lessee to work with all District and Head Start parents in providing services whenever possible. This will include keeping two open spots per day for accepting District or Head Start students with short notice for one afternoon if there is space. A special charge may be applied to these parents.
 - c. The Lessee shall provide a special registration for the sole purpose of enrolling District 4K and Head Start students. This special registration will begin during Child Development Day on February 29th and end Friday, March 30th. After the initial registration period the Lessee may accept any registrant.

9. **Paperwork:** The Lessee will provide a current copy of an official Day Care License, a copy of her employee manual, and evidence of background checks on all employees.

Lessor – Jim Jones

Lessee – Amanda Cornell