

## SCHOOL BASED CHILD CARE PROGRAMS

### LEASE AGREEMENT

#### PLATTE COUNTY R-3 SCHOOL DISTRICT

This lease agreement is entered into on the date aforesaid by and between Platte County R-3 School District, hereinafter referred to as **“District”**, and the YMCA of Greater Kansas City whose address is 3100 Broadway, Suite 1020, Kansas City, Missouri 64111, hereinafter referred to as **“Lessee”**.

1. The District leases to the Lessee mutually agreed upon areas in the schools including reasonable access thereto, between the hours of 6:30 a.m. and terminating no later than 6:00 p.m. on days when the school is open for classes and when custodians of the District are working a regular schedule.

This District reserves the right to temporarily suspend this lease at any time, upon 30 days written notice, when it is determined by the District that use by the Lessee will conflict with scheduled District use of the area, and, without notice, should an emergency exist and should the use of the area conflict with the need for an exclusive use thereof by the District for school purposes. In the event of the suspension, the rent shall abate pro rata.

2. The Lessee shall use the area subject to this lease for the purposes of a school based child care program only.
3. The Lessee shall pay rent on the 10th day each month to the District on a per child per month basis on the following basis:

\$15 per child per month for children enrolled in before AND after Y Club;

\$10 per child per month for children enrolled in before OR after Y Club;

\$5 per child per month for children receiving scholarships enrolled in the Y Club;

\$10 per child per month for children enrolled in summer school program

\$15 per child per month for children enrolled in YMCA Summer Camp program

Rent for children enrolled during the month shall be prorated.

4. In the event the Lessee desires to have a telephone installed for purpose of serving the Lessee's program, then such telephone may be installed at Lessee's expense and all subsequent costs or changes therefore shall be paid by the Lessee.
5. The term of this lease shall commence on the 23<sup>rd</sup> day of August 2022 and shall continue through and inclusive of the 11th day of August 2023 on which date this lease shall automatically terminate.

Either party may terminate this lease at any time upon giving the other party at least 30 days written notice. The District may terminate this lease at any time, with or without notice, in the event the Lessee breaches any of the terms or conditions of this lease or in the event any of the warranties or representations herein made are determined by the District to be false.

6. Lessee warrants, represents and agrees:
  - (a) It will, during the term of this lease, continue to operate the Y Club as a before and/or after School Based Child Care Program and will furnish to the District whatever evidence is required to support this representation.
  - (b) It has obtained all necessary permits and licenses for a School Based Child Care Program as required by law or by municipal ordinance and it is fully authorized to provide the services intended, and it will continue to be so licensed and authorized throughout the term of this lease.
  - (c) It has in full force and effect General Liability insurance in the minimum amount of \$1,000,000.00 per occurrence, \$2,000,000.00 Aggregate, and Sexual Misconduct insurance in the minimum amount of \$1,000,000.00 per occurrence and all coverages to include a General Aggregate Per Location; that it will keep and maintain such insurance throughout the terms of this lease and that the District has been and will continue to be, listed as an Additional Insured on a Primary and Non-Contributory basis thereon for all coverages, and to include a Waiver of Subrogation, where allowed by law. Lessee shall provide proof to the District that the District has been listed as an additional insured, at least seven (7) days before the term of this lease commences. Lessee will pay the costs of any increase in insurance premiums incurred by the result of the operation of Lessee's Y Club program, the increase in cost, if any, shall be borne equally with all other child care programs.

- (d) It is not the agent of the District and it will not hold itself out as the agent of the District nor as offering a program which has either been approved or is supervised by the District.
  - (e) It will not use the area subject to this lease, or any other area in the school building for religious or political purposes or religious or political activities during the periods in which this lease is in effect and during the terms of this lease.
  - (f) It will abide by the laws of the government of the United States and all the statutes of the State of Missouri and all rules, regulations and policies adopted by the Board of Education of the District and will conform to such administrative orders as may be from time to time issued by the Superintendent of the District or authorized by him/her to be issued on his/her behalf.
  - (g) The School Based Child Care Program operated by the Lessee shall be available to all school aged children, K-5<sup>th</sup> grade, residing in the District, whether or not they attend the school in which the program is located.
  - (h) The Lessee shall make all reasonable arrangements to accommodate school aged children whose parents cannot reasonably afford the standard cost for the program.
7. The District shall not be liable to the Lessee, or to any third party, for any act or failure to act on the part of the Lessee, it's agents or employees, and the Lessee specifically agrees to indemnify and save and hold the District free and harmless from any and all losses, costs, expenses, including attorney's fees, and/or judgments arising out of the Lessee's use of the premises that are proximately caused by the negligent act, or failure to act, or other actionable fault of the Lessee, its officers, agents or employees, including failure to obtain the Waiver of Liability described below. In any agreement between the Lessee and the parent(s) of any child for the providing of child care service, such agreement shall specifically provide, in form satisfactory to the District, for a waiver of liability of the District by the parent(s).
8. Lessee shall be liable to the District for any and all damage to any District property which occurs as a result of the occupancy of use of District facilities or property by the Lessee, its agents, employees or students and Lessee's liability to the District

shall include damage caused by third parties who are occupying or using District facilities or property with the express or implied consent of the Lessee.

9. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri. The parties hereto waive the right to a jury trial and agree venue of any cause of action related to this Agreement shall be in Platte County.

Executed this 12<sup>th</sup> day of July, 2022,

DISTRICT:

PLATTE COUNTY R-3 SCHOOL DISTRICT

PLATTE COUNTY, STATE OF MISSOURI

By: \_\_\_\_\_  
President of the Board of Education

ATTEST:

By: \_\_\_\_\_  
Secretary of the Board of Education

LESSEE:

YMCA OF GREATER KANSAS CITY

Date: July 5, 2022

Kelli L. McClure  
By: KELLI L. MCCLURE  
Title: CFO