

EXHIBIT "A"

AGREEMENT

This LEASE made this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_, by and between BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, whose address is Prince George's County Public Schools, Upper Marlboro, Maryland, 20772, (hereinafter referred to as LANDLORD), and \_\_\_\_\_ (hereinafter referred to as TENANT).

WITNESSETH:

In consideration of the mutual agreements and the rent hereinafter recited and set forth, the parties hereto mutually covenant and agree as follows:

1. PREMISES: LANDLORD does hereby lease and rent unto TENANT a portion of the building of the \_\_\_\_\_, \_\_\_\_\_, Maryland, \_\_\_\_\_. The leased portion consists of approximately \_\_\_\_\_ square feet of the following generally described space:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. TERM: The term of this Lease shall be for the period commencing on \_\_\_\_\_, 198\_\_, and ending at Midnight on \_\_\_\_\_, 198\_\_. However, the use by the TENANT of the leased space shall be restricted to the hours from \_\_\_\_\_ m., \_\_\_\_\_ to \_\_\_\_\_ m. and \_\_\_\_\_ m. to \_\_\_\_\_ m., \_\_\_\_\_ days, throughout the Lease term, excepting those days during a regular school year when said \_\_\_\_\_ School is closed for both staff and pupils.

3. RENT: TENANT shall pay rent to LANDLORD in the total sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars, payable in monthly installments of \_\_\_\_\_ (\$\_\_\_\_\_ Dollars due, in advance, on the first day of each month. Simultaneous to the execution of the Agreement, TENANT shall deposit with LANDLORD the sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars, which such sum shall be held by LANDLORD as a security deposit guaranteeing to LANDLORD full performance by TENANT of all of the covenants contained hereunder.

4. RIGHT OF EARLY TERMINATION:

A. It is agreed between the parties that this Lease may be terminated by LANDLORD, if LANDLORD determines at any time that the use by TENANT of the

leased premises is violative of any laws of the United States and/or the State of Maryland, or nay of the existing rules or regulations of LANDLORD established for shared space of school facilities by non-commercial users. Under such circumstance, LANDLORD reserves unto itself the right to cause the termination of the Agreement upon twenty-four (24) hours written notice in which eventually TENANT hereby agrees to immediately vacate said premises and restore same to the condition in which they were as of the commencement of this lease, reasonable wear and tear to be excluded from such obligation upon TENANT.

B. In the event LANDLORD determines at any time that TENANT'S operation of the leased premises is contrary to the intents of this Lease Agreement or any of the covenants, terms and conditions imposed upon TENANT herein, LANDLORD, may, instead of giving twenty-four (24) hours written notice of cancellation, first give fifteen (15) days written notice to TENANT to cure any such defect and may after the expiration of such fifteen (15) day period cause the termination of this Agreement in the event of the failure of TENANT to cure such defects. Any notice given at the conclusion of the fifteen (15) day period pursuant to the provision immediately preceding shall cause a termination of this Agreement upon twenty-four (24) hours notice in the same manner as though said notice was given pursuant to LANDLORD'S determination of the violation of any laws of the United States or the State of Maryland.

C. Notwithstanding any of the foregoing provisions of this Paragraph, if TENANT shall be more than ten (10) days in arrears in the payment of the rental due hereunder, LANDLORD may proceed to evict TENANT pursuant to the prevailing laws of Maryland.

5. SERVICES AND OPERATING EXPENSES:

A. By TENANT: TENANT agrees to provide within the leased premises at its sole cost and expense the following:

(1) All such extraordinary custodial, trash removal, pest control, and security services as LANDLORD would not ordinarily provide in its maintenance and operation of the \_\_\_\_\_ School. Such services required of TENANT shall include the repair and renovation of furniture and furnishings contained in the leased premises as of the date of the signing of this Lease Agreement. The installation of additional furniture, furnishings, or partitions in the leased premises shall not be done without the TENANT first having obtained the written permission of LANDLORD'S agent, the principal of the school, which such written authorization shall not be unreasonably withheld;

B. By LANDLORD: LANDLORD agrees to provide within the leased premises and the building of which they are a part at its sole cost and expense the following: electric and heating services, water and sewer services, routine janitorial services and supplies, trash removal, and maintenance of the building of which the leased premises are a part. These services are to be equal to the service standards provided in

the Prince George's County Public Schools. TENANT will not enjoy priority consideration for school system services over regular operating schools.

6. USE OF LEASED PREMISES:

A. The leased premises are to be used solely for TENANT'S programs and activities, which TENANT represents to be only such programs and activities as are ordinarily utilized in and by a \_\_\_\_\_.

B. LANDLORD may make the multi-purpose room available for use by TENANT on a scheduled basis as a gathering area for parents and/or children either prior to the commencement or subsequent to the conclusion of a daily program, provided; however, that LANDLORD'S agent, the principal, shall have first determined that the utilization of the multi-purpose room shall not interfere with any of the other activities maintained in the building of LANDLORD; it being expressly understood by TENANT that the granting of the utilization of the multi-purpose room as a gathering area as aforesaid, shall be deemed to be an ad hoc grant which may from time to time be rescinded or restored by LANDLORD'S agent, the principal, as and when the needs of other activities conducted in LANDLORD'S building may be requisite. (Strike if inapplicable)

C. TENANT may be authorized to use the parking spaces in LANDLORD'S parking area at such times and to such extent as LANDLORD'S agent, the principal, may from time to time determine the availability of such parking spaces on an ad hoc basis. LANDLORD reserves the right to institute parking regulations and restrictions.

D. TENANT may be authorized by LANDLORD'S agent, the principal, to use the grounds adjacent to the building on an occasional, but not regular basis; provided, however, TENANT cleans the grounds of trash and litter after each such use.

7. CONDITION OF LEASED PREMISES; MODIFICATIONS AND REPAIRS:

A. TENANT agrees to accept the premises "as is" and to pay for any necessary modifications and repairs in order to make the premises conform to local, state, and/or federal codes and regulations relating to the approved use of the premises.

B. TENANT shall not upon the termination of this Agreement or at any time, be due any refund or payment of any kind from the Board for any modification or improvements to the premises, code mandated or otherwise, made by and for the TENANT.

C. TENANT agrees to use the leased premises in a reasonable manner including all improvements, so that they can be maintained in a good condition and state of repair throughout the term of this lease, and any extensions or renewals thereof.

D. TENANT agrees to keep the leased premises generally clean and neat in appearances at all times, subject to the maintenance and janitorial work to be performed by the Board.

E. Any non-routine maintenance, repairs, cleaning, or service as a result of TENANT'S occupancy shall be undertaken on a regular basis by TENANT at its sole cost and expense.

8. COVENANTS OF TENANT: TENANT hereby expressly covenants and agrees as follows:

A. That it is an Exempt Organization as such term is defined by Sec. 501 of the Internal Revenue Code and currently has in its possession a Certificate of Exemption from the imposition of federal taxes pursuant to such Code.

NOTE TO TENANT:

This Agreement cannot be finalized nor possession of the leased premises given until such Certificate of Exemption is exhibited to and acknowledged by the Assistant Superintendent for Business and Facilities.

I have seen a current Certificate of Exemption, issued under Sec. 501 \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_ of the Code.

BOARD OF EDUCATION OF PRINCE  
GEORGE'S COUNTY

By: \_\_\_\_\_

Assistant Superintendent for Business and  
Facilities

B. That it shall procure all necessary approvals from Prince George's County and/or its Department of Health prior to taking possession of the leased premises, which such approvals shall be evidenced by TENANT furnishing LANDLORD with a Certificate of Use and Occupancy, which Certificate shall be prominently displayed in the space leased by TENANT thereunder.

[C. That the leased premises shall be used solely as a \_\_\_\_\_ Facility, which such facility shall be restricted to the following category of children:

(1) Those children who are as of the time of their participation in the TENANT'S program, duly enrolled in the particular elementary school wherein the leased premises are located, and

(2) Who shall be bona fide residents of the attendance area servicing the elementary school wherein the leased premises are located; it being expressly understood by TENANT who hereby covenants and represents to LANDLORD that it will not under any circumstances, at any time, for any period, permit the enrollment in or participation of children in TENANT'S program without first determining through the public school records on file at the particular elementary school where the leased premises are located, that the child permitted to be enrolled or to participate in said program is living on a full-time basis with its natural parent(s) or duly appointed legal guardian(s) within the attendance area of the elementary school wherein the leased premises are located. A violation of this condition shall be deemed to be a major breach and immediately vest in LANDLORD the right to cause a termination of this Lease Agreement, as to the leased premises upon twenty-four (24) hours notice.

(3) No child shall be permitted to be enrolled or participate in the program to be operated by TENANT unless such child is enrolled, as aforesaid, in grades 1 through 6.

(4) The maximum number of children to be enrolled or permitted to participate in the program to be operated by TENANT shall be \_\_\_\_\_.

(5) TENANT hereby acknowledges that it has been advised that the Maryland State Department of Education has a published Bylaw pertaining to the operation and maintenance of day care centers within the State of Maryland. To this extent, TENANT hereby expressly covenants and agrees that it shall at all times be in compliance with any of the terms and conditions thereof. (Strike if inapplicable)]

D. To keep and maintain in effect a fully paid public liability insurance policy in the minimum sum of \$1000,000 for injuries to one person and \$500,000 for injuries in one accident and property damage of \$50,000 for each accident to protect LANDLORD, its agents, employees and invitees to the school buildings of which the leased premises are a part, against any and all claims as may be prosecuted against LANDLORD by reason of TENANT'S operation of its program. To this extent, TENANT hereby expressly covenants that it shall furnish LANDLORD with a memorandum of such insurance, together with a paid receipt for the period through the term of its Lease Agreement at the date of the signing of this Lease Agreement.

[E. That it shall not employ for the operation of its program any personnel simultaneously employed with LANDLORD. (Strike if inapplicable)]

[F. That all personnel employed by TENANT shall meet the requirements, if any, as may be established by appropriate governmental authorities supervising the operation of extended day care facilities. (Strike if inapplicable)]

G. That it acknowledges that the principal of the public school building of which the leased premises are a part, or the designee of such principal shall have control of the building at all times and to that extent, TENANT agrees to abide by

such regular and/or emergency rules and regulations as may be effectuated by said principal or his/her designee from time to time.

H. That in its operation of its program, it shall not conduct any tutoring or such educational activities as such activities would ordinarily be conducted by LANDLORD as part of its regular function.

[I. TENANT'S extended day care program shall be scheduled at all times so as to:

(1) Meet no earlier than 7:00 a.m. and no later than the commencement of the school day at the elementary school wherein the leased premises are located.

(2) From the conclusion of the school day of the elementary school wherein the leased premises are located to a time no later than 6:00 p.m.

(3) TENANT'S operation shall be restricted to those days when public schools are actually in session.

(4) In the event of inclement weather or other emergency condition causing the termination of the school day, either in whole or in part, at the public school where the leased premises are located, such termination shall operate equally as a termination of TENANT'S right to operate its program for said day.

(a) TENANT hereby specifically assumes for itself the responsibility of relocating such children as would ordinarily be enrolled or participating in TENANT'S program in the event a determination is made to terminate a school day, either in whole or in part at the elementary school wherein the leased premises are located at a time that public school children are under the care and supervision of TENANT.

(b) TENANT hereby acknowledges that none of its programs shall be structured so as to anticipate the utilization of public school transportation or participation in any public school program irrespective of such program being conducted on an on-premises or off-premises basis. (Strike if inapplicable)]

J. That it shall not damage or deface the leased premises or the building and grounds of which the leased premises are a part.

K. That it shall not keep gasoline or other flammable material or any other explosive in the building, which would ordinarily increase the rate of fire insurance on the building beyond the ordinary risk established for the type of operations above provided to be conducted therein.

L. That it shall not use or allow to be used the leased premises or any part thereof for any illegal, unlawful, or improper purpose or for any activity, which will constitute a nuisance to adjacent properties or the adjacent neighborhood.

M. That it shall not place upon the building any placard, sign, or awning except such and in such place and manner as shall have been first approved, in writing, by LANDLORD'S specifically designated agent: the Assistant Superintendent for Business and Facilities.

N. That it shall be responsible for fire, theft, and vandalism insurance on the belongings of TENANT and its enrollees and invitees, the absence of the existence of which insurance shall, nevertheless, obligate TENANT to be responsible for any and all losses so occurring to the personal belongings of TENANT, its enrollees or invitees upon the leased premises.

9. TENANT'S ACKNOWLEDGEMENTS: TENANT hereby expressly acknowledges to LANDLORD that it has been advised that this Agreement DOES NOT entitle TENANT, its officers, employees, agents, and/or invitees to use ANY of the following facilities which, although contained within the \_\_\_\_\_ School, are NOT made a part of this Lease:

- A. Restroom facilities other than those in leased premise area
- B. Food services facilities
- C. Health room facilities
- D. Faculty lounge facilities
- E. Vending machine facilities
- F. Telephone facilities
- G. \_\_\_\_\_
- H. \_\_\_\_\_

TENANT further acknowledges that no agent of LANDLORD may waive the provisions of this Paragraph.

10. ASSIGNMENT AND SUBLEASING: TENANT shall not have the right and shall not assign this Lease nor sublease the leased premises or any portion thereof.

11. SURRENDER OF POSSESSION: TENANT covenants, at the expiration or other termination of this Lease, to remove all of its goods and effects from the leased premises not the property of LANDLORD, and to yield up to LANDLORD the leased

premises and all keys, and locks and other fixtures connected therewith, in good repair, order and condition, in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which TENANT is not herein expressly made liable excepted.

12. COMPLIANCE WITH LAWS: It is understood, agreed, and covenanted by and between the parties hereto that TENANT at its expense, will promptly comply with, observe, and perform all of the requirements of all of the statutes, ordinances, rules, orders, and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Prince George's County, Prince George's County Department of Health, or Prince George's County Fire Marshal's Office.

13. HOLD HARMLESS: TENANT agrees to hold harmless and defend the LANDLORD from liability arising by virtue of the nature of the TENANT'S activities or through any negligence on its part, except such negligence as may be occasioned by the acts or omissions of the LANDLORD, his employees, agents, and contractors; and further specifically agrees to hold LANDLORD harmless and to defend it from any claim of public liability made in connection with the installation or construction of equipment in the premises, notwithstanding that they may or may not be deemed to be a part of the premises herein described, except for such negligence as occasioned by the acts or omissions of the LANDLORD, his employees, agents, and contractors.

14. NON-DISCRIMINATION: TENANT hereby covenants and agrees to operate its program in such a manner that will not cause any discrimination to either its employees, or enrollees or participants on account of race, sex, national origin, or religion.

15. WAIVER: No waiver by the LANDLORD of any breach of any covenant, condition, or agreement herein contained shall operate as a waiver of the covenant, condition, or agreement itself or of any subsequent breach thereof.

16. NOTICE OF ACCIDENTS OR DEFECTS: TENANT shall give LANDLORD prompt written notice of all accidents on or about or of damages to the leased premises or the building of which the leased premises are a part as well as of structural defects, if any, as become known to TENANT.

17. QUIET POSSESSION: LANDLORD covenants and agrees that, if TENANT shall perform all the covenants, conditions, and agreements herein contained to be performed on TENANT'S part, TENANT shall at all times during the term of this Lease and any renewal or extension thereof have the peaceable and quiet enjoyment and possession of the leased premises.

18. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail. Notices to the respective parties shall be addressed as follows:



TENANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LANDLORD:

Dr. Edward J. Feeny  
Superintendent of Schools and  
Secretary of Board of Education of  
Prince George's County  
Upper Marlboro, Maryland 20772

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

LANDLORD:

BOARD OF EDUCATION OF  
PRINCE GEORGE'S COUNTY

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Edward J. Feeny  
Superintendent of Schools

TENANT:

WITNESS:

\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Title

RENEWAL AND EXTENSION

In consideration of mutual undertakings and agreements, the parties hereto agree to extend the Agreement appearing on the pages preceding for an additional term of \_\_\_\_\_ from \_\_\_\_\_, 198\_\_ to \_\_\_\_\_, 198\_\_, upon the same terms and conditions as the original Agreement of \_\_\_\_\_, 19\_\_.

LANDLORD:

BOARD OF EDUCATION OF  
PRINCE GEORGE'S COUNTY

ATTEST:

By: \_\_\_\_\_  
Edward J. Feeney  
Superintendent of Schools

\_\_\_\_\_  
Date: \_\_\_\_\_

TENANT:

WITNESS:

By: \_\_\_\_\_  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date: \_\_\_\_\_

