

LEASE AGREEMENT

This agreement is executed on this the 15th day of April, 2019 by and between the Fort Thomas Board of Education, referred to as the "Board" and The Young Men's Christian Association of Greater Cincinnati, referred to as the "YMCA."

The Board and the YMCA, in consideration of the covenants to be performed by their respective programs and in consideration of the property provided for the use and covenants to be provided and performed by their respective programs, agree to the following:

1. Premises and Term: The Board agrees to provide, and the YMCA agrees to accept, the following:
 - a. The use of Woodfill Elementary School as host site for the YMCA Summer Camp from June 3, 2019 through July 20, 2019. Areas to be included in this agreement are classrooms sufficient to meet the YMCA's needs, Cafeteria, Gymnasium, and Playground.

No other facilities shall be utilized by either party unless expressly authorized by appropriate designees of the Board or the YMCA. For purposes of this agreement, these representatives shall be the Principal at Woodfill Elementary School for the Board and the Executive Director of the Campbell County YMCA for the YMCA.

2. Occupancy: Occupancy of the above described premises is on the following condition: The premises are to be used and occupied solely for the intended activities. The premises will not be used for any unlawful purpose; the respective programs will cause no damage to the premises and will return said premises in as good a condition and as clean as it is now, except ordinary wear and tear.
3. Rules and Regulations: Both the Board and YMCA have adopted rules and regulations for the use of their respective spaces. Both the Board and YMCA will exchange copies of all relevant rules and regulations and agree to follow them as written. Both parties agree to adhere to any special requests made by appropriate designees as outlined in Article 1. In addition, both parties agree to the following:
 - a. Both parties agree to exchange a list of employees and children participating in the respective programs specifying the location these individuals will be at. No other individuals shall be permitted on the premises except the children's parents and/or guardians. All other individuals shall be limited to drop off and/or pickup of children.
 - b. Both parties agree to perform all relevant criminal background checks required for employment on all staff members operating in a supervisory role with children. Staff members from each organization shall wear some form of identification so that they are easily identifiable to employees from the other organization.
 - c. Neither party shall use tobacco products within the other's property; the use of alcoholic beverages is also prohibited.
 - d. Neither party may sublease or reassign any portion of the buildings, grounds, or equipment covered by this agreement.

- e. No equipment belonging to either party shall be used by the other except that expressly authorized by the appropriate designees as outlined in Article 1.
4. Termination and Renewal: If either party violates any other terms of this Agreement, the other party may terminate this Agreement upon the giving of written notice specifying the acts and omissions constituting the breach by the other party and that the Agreement will terminate upon a date not less than five (5) days after receipt of said notice. If the breach is not remedied by the date specified, then the Agreement shall terminate automatically and the aggrieved party may pursue all legal remedies related to potential damages incurred. The failure of either party to exercise this option to terminate shall not constitute a waiver of the right to exercise the same at any other time. If no termination notice is given, both parties shall begin negotiations to conclude an Agreement for the following year no later than the 30th day of November, 2019 with the intention of concluding an Agreement prior to the 31st day of January, 2020.
5. Care of the Premises: Both parties will take special care that no damage happens to the others property and that the premises are kept in good order and condition. Each party will give prompt written notice to the other of any defects or breakage in others facilities. If either party damages the property of the other, they will pay for such repairs upon receipt of a bill for same. Both parties shall at all times keep the premises in a neat and clean condition. Both parties shall also be responsible for the set up, break down, and clean up of the premises during their program's activities.
6. Alterations and Improvements: Neither party shall make any alterations, improvements, nor additions to the premises without the written permission of the appropriate designees as outlined in Article 1.
7. Release of Liability: Both parties shall be responsible for the supervision of children participating in their respective programs. Both parties agree that it shall assume all liability for any personal injuries incurred during the use of the other's facilities and shall indemnify and hold the other party, its agents, servants, and representatives, harmless from any such claims against it/them. Both parties shall promptly procure, at its cost alone, liability insurance on behalf of itself and the other party, as a named co-insured, to be provided during the term of the Agreement.
8. Exclusivity: This Agreement shall not be read to be an exclusive agreement between the parties. Both parties retain their right to provide for the use and/or occupancy of its premises for any purpose to any individual or entity it deems appropriate.
9. Severability: If any clause, term or provision of this Agreement is deemed to be illegal, unenforceable or against public policy by any court, the validity of the remaining portions or provisions shall not be affected thereby.
10. Miscellaneous: This Agreement shall be governed by the laws of the Commonwealth of Kentucky both as to interpretation and performance. Any notice required to be given under the terms of this Agreement shall be sent to the parties at the address listed. All notices must be in writing and sent by 1) certified mail, return receipt requested and by regular mail or 2) personal delivery of said notice to the other party.
11. Addresses:

a. Board

Fort Thomas Board of Education
Attn: Superintendent
28 North Fort Thomas Avenue
Fort Thomas, KY 41075-1555

b. YMCA

The Y.M.C.A. of Greater Cincinnati
Attn: Executive Director, Campbell County Branch
1437 South Fort Thomas Avenue
Fort Thomas, KY 41075

12. Rent: The YMCA shall pay the Board the sum of \$12,500.00 for the use of the premises and as reimbursement for costs incurred by the Board for supervisory personnel. Payment shall be by check to **FORT THOMAS INDEPENDENT SCHOOLS** promptly upon receipt of an invoice from FTIS.

13. Scheduling Conflicts: In the event of a scheduling conflict at any location related to either party involving a special function, the special function shall supersede the terms of this Agreement. Both parties shall make every attempt to make sure that these situations are limited and make every accommodation so that children do not have to be displaced from the location by the special event.

All references in this Agreement to the singular shall include the plural and all references to the masculine shall include the feminine.

DATED on the day and year set forth above.

Fort Thomas Board of Education
By Karen Cheser, it's Superintendent
pursuant to a duly authorized resolution

The Y.M.C.A. of Greater Cincinnati
By _____ it's _____
pursuant to a duly authorized resolution