

UNIVERSITY OF LOUISVILLE
LEASE AGREEMENT
JEFFERSON COUNTY PUBLIC SCHOOLS

THIS LEASE, made and entered into this 9th day of April 2021, by and between The University of Louisville, whose address is, Belknap Campus, Louisville, KY 40292, an agency of the Commonwealth of Kentucky and an educational institution of higher learning (hereinafter called "LESSOR") and Jefferson County Public Schools (hereinafter called "LESSEE") that for the consideration hereinafter mentioned, the parties hereto agree to as follows:

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the parties hereby agree as follows:

- 1. **Leased Premises:** The LESSOR hereby Leases to LESSEE, and agrees to keep in quiet and peaceful possession; the following described premises with its appurtenances, property located at: 440 North Whittington Parkway, Burhan's Hall, 158 & 159, and including the hallway and common area, hereinafter referred to as the "Leased Premises".

See the drawing attached hereto and incorporated herein as Exhibit A, wherein the shaded area is the Leased Premises, along with the right to use on a non-exclusive basis in common with other occupants of the Building the parking lot, drives, sidewalks, entries, exits, restrooms, and any other spaces established by Landlord for use by all occupants of the Building, (hereinafter collectively referred to as the "Leased Premises").

LESSEE shall have as its exclusive space the shaded rooms, to be used as office space.

- 2. **Rent:** Said Leased Premises consists of 1,372 square feet to be rented at the cost of \$14.50 per square foot per year and will be used by the LESSEE for the purpose defined in the Use of Premises.

The LESSOR shall furnish to the LESSEE during the occupancy of said premises, under the terms of this Lease, as part of the rental consideration the following:

<u> </u> None	<u> X </u> Gas	<u> X </u> Water	<u> X </u> Sewer	<u> X </u> Electric
<u> X </u> Custodial	<u> X </u> Parking	<u> X </u> Trash Removal	<u> X </u> Snow Removal	<u> </u> Other

Commencing as of the commencement of the Term, as defined below, the LESSEE agrees to pay rent to the LESSOR for the Leased Premises at the rate of \$1,657.83 per month on or before the 1st of the month. Lease payments shall be made via transfer.

- 3. **Term:** Subject to the limitations imposed by law and as provided in Paragraphs 5 & 6 of this Lease, the Lease shall be effective on July 1, 2021 and end on June 30, 2022 (the "Term").
- 4. **Extension:** This Lease may be extended upon mutual agreement by both parties, upon the same terms and conditions herein for further periods of one (1) year unless the LESSOR shall give the LESSEE written notice sixty (60) days prior to the expiration of the term or any extension that the Lease will not be extended.
- 5. **Use of Premises:** The Lease Premises shall only be used for office space.

Common Areas

- (a) LESSEE and LESSEE's employees, students and visitors shall have the right, in common with all others granted similar rights by Landlord, to the non-exclusive use of Common Areas provided by the Landlord from time to time for the Building, including, without limitation, the lobby and restrooms.
 - (b) LESSEE's consent shall not be required for Landlord to make changes, revisions, additions, reductions or modifications thereto, including the sale of any portion of the Building.
 - (c) Landlord may make rules and regulations for the Common Areas, including the parking area, and may change the same from time to time to which LESSEE agrees to conform.
 - (d) Landlord shall operate, manage, equip, light, repair and maintain the Common Areas for their intended purposes in such manner as Landlord shall in Landlord's sole discretion determine and Landlord may from time to time change the size, location, nature and use of any Common Area and may make installations therein and move and remove the same. Landlord may at any time close temporarily any Common Area to make repairs or changes or to discourage non-permitted parking.
 - (e) Landlord agrees to keep the Common Areas clean and well lighted, to remove any snow from the parking areas and driveways as promptly as possible.
6. **Termination of Lease:** Pursuant to KRS 56.806(6), the LESSOR shall have the further right to terminate this Lease at any time upon thirty (30) days written notice, time to be computed from date of mailing notice; termination under this paragraph shall not be considered effective until the last day of the month in which the notice period ends.
 7. **Assignment:** The LESSEE agrees not to assign this Lease, without the prior written consent of the LESSOR, which approval shall not be unreasonably withheld, provided, however, that the LESSEE may assign its rights and obligations under this Lease to an entity wholly owned by the LESSEE or to an entity under common ownership with the LESSEE, effective upon notice to the LESSOR.
 8. **Alterations of Premises:** With written approval from the LESSOR, the LESSEE shall have the right during the existence of this Lease to make alterations, attach fixtures and erect additional structures or signs in or upon the Leased Premises, provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with rights granted to other LESSEES on the property or in the building in which the premises are located. Fixtures, additions, structures, or signs placed in or attached to the premises shall remain the LESSEE's property and must be removed by it prior to the termination of the Lease. LESSEE must repair any damages and return Leased Premises to the original condition.
 9. **Maintenance:** Unless otherwise specified, the LESSOR shall maintain the premises in good repair and tenable condition, including, but not limited to heating and/or air conditioning equipment, electrical wiring, plumbing, sprinkler system, roof, and all structural parts of the building, common areas, except in case of damage arising from the negligent acts of the LESSEE's agents or employees. For the purpose of maintaining the premises and to make necessary repairs, the LESSOR will notify the LESSEE within twenty-four (24) hours prior to the entering Lease Premises. In cases of emergency the LESSOR reserves the right to enter and inspect the Leased Premises without prior notification.

10. **Care of the Leased Premises:** Upon termination of this Lease, LESSEE shall: (i) restore the applicable portion of the Leased Premises to reasonably good condition; ordinary wear and tear excepted, and remove equipment and signage installed during the Term; (ii) remove from the Leased Premises all of LESSEE's personal property; and (iii) surrender possession of the applicable portion of the Leased Premises to the LESSOR in a clean condition free of all rubbish and debris.
11. **Damages:** The LESSEE is responsible for any bodily injury or property damage not caused by the negligence of the LESSOR, including such injury or damage caused by LESSEE'S vehicles on LESSOR'S property, and must maintain insurance with minimum limits as set forth below in Paragraph 12.
12. **Insurance:** The LESSEE shall be responsible for procuring and continuously maintaining casualty and liability insurance on the Premises as defined within this Lease.

MINIMUM COVERAGE AMOUNT

Type of Insurance	Minimum Limits of Liability
General Liability* Including: Completed Products Personal and Advertising Injury Products/Completed Operations Sexual Abuse & Molestation	\$1,000,000.00 Each Occurrence \$2,000,000.00 General Aggregate
Auto Liability* (all owned, hired and non-owned vehicles)	\$1,000,000 Combined Single Limit (Bodily Injury, Property Damage)
Property Insurance Broad Form Comp. Insurance	Replacement Cost/ LESSEE Content Coverage
Workers Compensation	Statutory Limits – Kentucky and the state(s) of domicile of University's contractor and any subcontractor(s). The all state and voluntary compensation endorsement is to be attached to the policy.
Employers Liability	\$1,000,000 (each employee, each accident and policy limit)

**Occurrence coverage is required. Claims-made coverage is not acceptable.*

These policies (except Workers' Compensation) shall name the LESSOR, its trustees, officers, employees and agents as Additional Insured and shall contain a covenant requiring no less than thirty (30) days written notice to the University before cancellation, reduction or other modification of coverages.

These policies shall be primary and non-contributing with any insurance carried by the LESSOR shall contain a severability of interests clause in respect to cross liability, protecting each Additional Insured as through a separate policy had been issued to each. Certificate of the above policies shall be furnished, to the LESSOR, at least thirty (30) days prior to the commencement of services provided under this Lease.

All Certificates of Insurance must clearly state that the LESSEE's insurance(s) is PRIMARY. If LESSEE's policy has deductibles, self-insured retentions or co-insurance penalties, then all

such costs shall be solely borne by LESSEE and not by the LESSOR. The LESSOR will not share in any policy deductibles.

It is hereby agreed that in event of a claim arising under this policy, the company will not deny liability by reason of the Additional Insured being a state, county, municipal corporation or governmental agency.

The limits listed above may be accomplished through a combination of primary and excess/umbrella liability policies written on a "follow form" basis or forms no more restrictive than the primary policies.

13. **Fire or Other Casualty:** If the Leased Premises are destroyed by fire or other casualty, this Lease shall immediately terminate. In case of partial destruction or damage so as to render the Leased Premises untenable, the LESSEE may terminate or suspend this Lease by giving written notice to the LESSOR within 15 days after such partial destruction or damage, and, if so suspended, no rent shall accrue after the date of such partial destruction or damage until such damage is repaired and premises are considered tenable. If the LESSEE so suspends, but does not terminate, the Lease within such fifteen (15)-day period based on the LESSOR'S commitment to repair such damage and render the Leased Premises tenable within one hundred-twenty (120) days following such partial destruction or damage, and the LESSOR fails to do so, then the LESSEE may terminate this Lease effective upon notice to the LESSOR.
14. **Contravention or Invalidity:** It is agreed by the parties hereto that if any one of the provisions of this Lease shall contravene or be invalid under the laws of the Commonwealth of Kentucky, such contravention or invalidity shall not invalidate the whole Lease, but it shall be construed as if not containing that particular provision or provisions, and the rights and obligations of the parties shall be construed accordingly.
15. **Conflict of Interest Statute:** The LESSEE certifies by his signature hereinafter affixed that he ("he" is construed to mean they" if more than one person is involved; and, if a firm, partnership, corporation, business trust or other organization is involved, then "he" is construed to mean any person with an interest therein) is legally entitled to enter into contracts with the LESSOR and the Commonwealth of Kentucky and that by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the Executive Branch Code of Ethics, KRS Chapter 11 A, or any other applicable statute or principle by the performance of this Lease, or will he realize any unlawful benefit or gain directly or indirectly from it. The LESSEE further certifies that he has not knowingly violated any provision of the campaign finance law of the Commonwealth of Kentucky, and that by entering into this Lease Agreement he will not be in violation of the campaign finance laws of the Commonwealth of Kentucky.
16. **Ownership:** The LESSEE agrees to notify the LESSOR of all persons owning or upon any change or transfer of ownership involving five percent (5%) or more ownership interest or the power to direct the conduct and management of LESSEE'S business affairs. Non-compliance may result in termination of this Lease.
17. **Standards:** The LESSEE shall comply with all standards set by the Kentucky Department of Housing, Buildings and Construction, Division of Building Codes Enforcement, and that of the Kentucky Occupational Safety and Health Standards Board and the Americans with Disabilities Act (ADA), as well as any state or municipal regulations or ordinances, include adoption of the Uniform Landlord Tenant Act.

18. **Indemnification:** Any liability of the University to LESSEE is limited to and as specified, shall be in accordance with Kentucky Revised Statutes KRS 49.010 through 49.180 – by the powers and authority vested in the Kentucky Claims Commission - and KRS 45A.225 through 45A.275 (Contract Claims).

To the extent permitted by Kentucky law, the LESSEE shall defend, indemnify and hold harmless the LESSOR, its trustees, officers, employees and agents from and against all losses and expenses (including reasonable cost of attorney’s fees) by reason of liability imposed by law upon the LESSEE for damages because of bodily injury, including death, personal injury, including data loss at any time resulting there from, sustained by any person or persons including the LESSEE’S employees, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the negligent or intentional action or omission, or willful misconduct of the LESSEE, provided however, that nothing contained herein shall require the LESSEE to indemnify the LESSOR for such injuries to persons or damage to property arising out of, or in consequence to the negligent or intentional action, omission or willful misconduct of the LESSOR, its officers, employees and agents.

19. **Compliance – State Laws:** It is agreed and understood that any Lease entered into as a result of this proposal shall be governed under state laws. The rights and obligations of the parties shall be determined in accordance with the laws of the Commonwealth of Kentucky.

If LESSOR’s employees require access to the leased premises on a regularly scheduled and continuing basis for the purpose of providing services directly to LESSEE’s students or students, all individuals performing such services are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no findings of substantial child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

20. **Approval:** When approved by the University of Louisville, Senior Associate Vice President for Operations this document constitutes a finding of fact that this Lease of real property is fair and reasonable and is needed for use by the University of Louisville.
21. **Notices:** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by overnight courier or U.S. mail, certified and postage prepaid, which addresses may be changed from time to time by the LESSOR and LESSEE.

LESSEE:

Attn: Dr. Martin Pollio, Superintendent
Jefferson County Public Schools
Office of Superintendent
3332 Newburg Road
Louisville, KY 40218

LESSOR:

University of Louisville
Attn: Lease Administration
Miller Information Technology Center, Suite 14
Louisville, KY 40208

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have subscribed their names:

UNIVERSITY OF LOUISVILLE

JEFFERSON COUNTY PUBLIC SCHOOLS

By: _____
Mark Watkins
Chief Operating Officer

By: _____
Martin Pollio
Superintendent

Date: _____

Date: _____

EXHIBIT A

DRAWING

Building: Burhans Hall
Floor: First
Suite: 158 & 159
Square Ft: 1,372

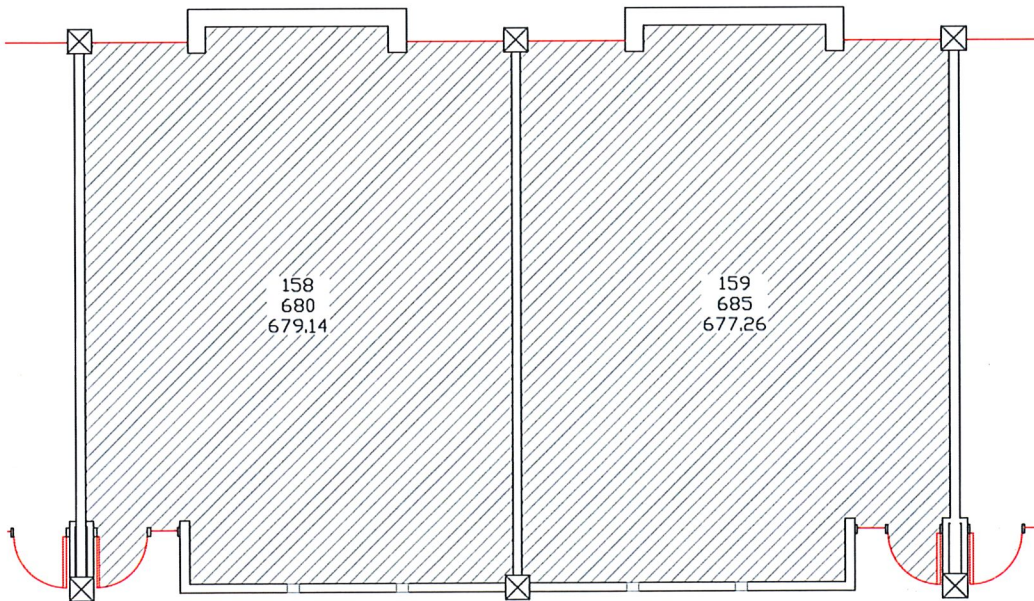
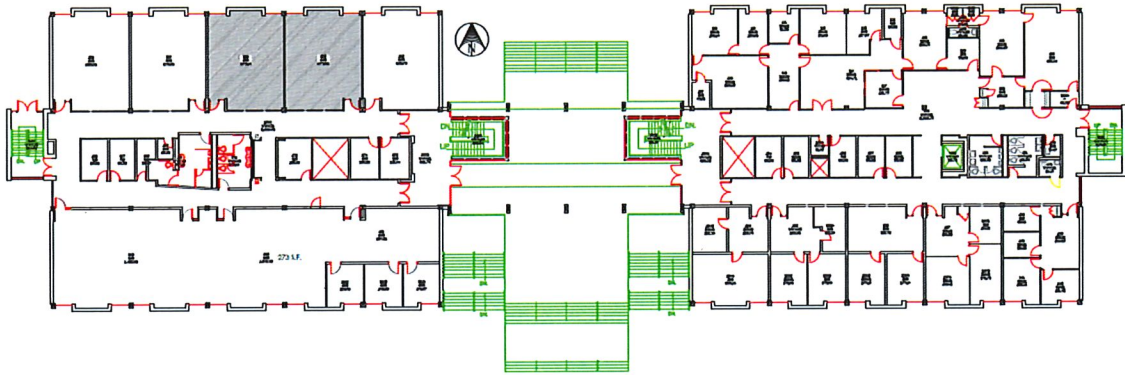


Exhibit B

RULES AND REGULATIONS

1. No sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside or inside of the Building without the prior written consent of LESSOR. LESSOR shall have the right to remove, at LESSEE's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of LESSEE by a person approved by LESSOR.
2. If LESSOR objects in writing to any curtains, blinds, shades, screens or hanging plants or other similar objects attached to or used in connection with any window or door of the Premises, LESSEE shall immediately discontinue such use. No awning shall be permitted on any part of the Premises without the consent of LESSOR. LESSEE shall not place anything against or near glass partitions or doors or windows which may appear unsightly, in the judgment of LESSOR, from outside the Premises.
3. LESSEE shall not obstruct any sidewalks, halls, passages, exits, entrances, elevators, escalators or stairways of the Building. The halls, passages, exits, entrances, shopping malls, elevators, escalators and stairways are not for the general public and LESSOR shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of LESSOR would be prejudiced to the safety, character, reputation and interests of the Building and its tenants; provided that nothing herein contained shall be construed to prevent such access to persons with whom any LESSEE normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No LESSEE and no employee or invitee of any LESSEE shall go up on the roof of the Building.
4. The directory of the Building will be provided exclusively for the display of the name and location of LESSEES only, and LESSOR reserves the right to exclude any other names therefrom.
5. LESSOR shall not in any way be responsible to any Tenant for any loss of property on the Premises, however occurring, or for any damage to any tenant's property by the janitor or any other employee or any other person.
6. LESSOR will furnish LESSEE, free of charge, with one electronic keycard or swipe card for each employee initially employed in the Premises. LESSOR may make a reasonable charge for any additional electronic keycards or swipe cards. LESSEE shall not alter any lock or install a new additional lock or bolt on any door of its Premises without the consent of LESSOR. LESSEE, upon the termination of its tenancy, shall deliver to LESSOR the keys of all locks which have installed by LESSEE, and in the event of loss of any such keys, shall pay LESSOR the cost of replacement thereof.
7. Equipment, materials, furniture, packages, supplies, merchandise or other property will only be received in the Building or carried in the elevators between such hours and in such elevators as may be designated by LESSOR.

8. LESSOR's written consent shall be first obtained for the use or installation of all types of machinery, generally described as, but not limited to, machinery, refrigeration equipment, heating equipment, air conditioning apparatus, and all other types of nonstandard major office equipment. This clause is not meant to refer to the use or installation of such equipment as standard calculators, typewriters, and personal computers/laptops which are used on desks and similar office equipment. LESSEE shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. LESSOR shall have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects shall, if considered necessary by LESSEE, stand on such platforms as determined by LESSOR to be necessary to properly distribute the weight. Business machines and mechanical equipment belonging to LESSEE, which causes noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to LESSOR or to any LESSEE's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Building must be acceptable to LESSOR. LESSOR will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of LESSEE.
9. LESSEE shall not use or keep in Premises any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. LESSEE shall not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to LESSOR or other occupants of the Building by reason of noise, odors or vibrations, nor shall LESSEE bring into or keep on or about the Premises any birds or animals.
10. LESSEE shall not use any method of heating or air-conditioning other than that supplied by LESSOR.
11. LESSEE shall not waste electricity, water or air-conditioning and agrees to cooperate fully with LESSOR to assure the most effective operation of the Building's heating and air-conditioning and to comply with any governmental energy-saving rules, laws or regulations of which LESSEE has actual notice, and shall refrain from attempting to adjust controls other than room thermostats installed for LESSEE's use. LESSEE shall keep corridor doors closed.
12. LESSOR reserves the right, exercisable without notice and without liability to LESSEE, to change the name and street address of the Building.
13. LESSEE shall make application to LESSOR for all the repairs, alterations or special services. Employees of LESSOR shall not perform any work or do anything outside of the regular duties unless under special instruction from LESSOR.
14. LESSEE shall close and lock the doors of its Premises and entirely shut off all water faucets or other water apparatus, and electricity, lights, heating and air conditioning before LESSEE and its employees leave the Premises. LESSEE shall be responsible for any damage or injuries sustained by other Tenants or occupants of the Building or by LESSOR for noncompliance with this rule.
15. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invitees, shall have caused it.

16. LESSEE shall not sell, or permit the sale of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise to the general public in or on the Premises. LESSEE shall not make any room-to-room solicitation of business from other tenants in the Building. LESSEE shall not use the Premises for any business or activity other than that specifically provided for in LESSEE's Lease.
17. LESSEE shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of the Building except as expressly permitted in Section 2D of the Lease. LESSEE shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.
18. LESSEE shall not in any way deface the Premises or any part thereof. LESSOR reserves the right to direct electricians as to where and how telephone, facsimile and computer wires are to be introduced to the Premises. LESSEE shall not cut or bore holes for wires. LESSEE shall not affix any floor covering to the floor of the Premises in any manner except as approved in writing by LESSOR. LESSEE shall repair any damage resulting from noncompliance with this rule.
19. LESSEE shall not install, maintain or operate upon the Premises any vending machine without the written consent of LESSOR.
20. Canvassing, soliciting and distribution of handbills or any other written material, and peddling in the Building are prohibited, and each LESSEE shall cooperate to prevent same.
21. LESSOR reserves the right to exclude or expel from the Building any person who, in LESSOR's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.
22. LESSEE shall store all its trash and garbage within its Premises. LESSEE shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refused disposal shall be made in accordance with directions issued from time to time by Landlord.
23. The Premises shall not be used for the storage of merchandise held for sale to the general public, or for lodging or for manufacturing of any kind, nor shall the Premises be used for any improper, immoral or objectionable purpose. No cooking shall be done or permitted by any tenant on the Premises, except that use by Tenant of Underwriters Laboratory approved microwave ovens and equipment for brewing coffee, tea, hot chocolate, and similar beverages shall be permitted, provided that such equipment and use is in accordance with all applicable federal, state, county and city laws, codes, ordinances, rules and regulations.
24. LESSEE shall not use in any space or in the public halls of the Building any hand trucks except those equipped with rubber tires and side guards or such other material-handling equipment as Landlord may approve. LESSEE shall not bring any other vehicles of any kind into the Building.
25. Without the written consent of Landlord, LESSEE shall not use the name of the building in connection with or in promoting or advertising the business of LESSEE except as LESSEE's address.
26. LESSEE shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.
27. LESSEE assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

28. The requirements of LESSEE will be attended to only upon appropriate application to the office of the Building by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord, and no employee of Landlord will admit any person (LESSEE or otherwise) to any office without specific instruction from Landlord.
29. LESSEE shall not park its vehicles in any parking areas designated by Landlord as areas for parking by visitors to the Building. LESSEE shall not leave vehicles in the Building parking areas overnight nor park any vehicles in the Building parking areas other than automobiles, motorcycles, motor driven or non-motor driven bicycles or four-wheeled trucks.
30. Landlord may waive any one or more of these Rules and Regulations for the benefit of LESSEE or any other tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of LESSEE or any other tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.
31. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of premises in the Building.
32. LESSEE shall be responsible for the observance of all of the foregoing rules by LESSEE's employees, agents, clients, customers, invitees and guests.
33. LESSEE and occupants shall observe and obey all parking and traffic regulations as imposed by Landlord on the Property. Landlord in all cases retains the power to designate "No Parking" zones, traffic right of ways, and general parking area procedures; to change the location and arrangement of parking areas; to restrict parking; to close all or any portion of the parking areas; and to impose charges and to do and perform any other acts or impose any other rules with respect thereto. LESSEE shall instruct all delivery companies that any vehicles making deliveries to the Demised Premises shall use the truck access roads provided for such use and park only in designated loading areas.
34. No smoking shall be allowed in the Building.

Landlord reserves the right to amend these Rules and Regulations or to make other Rules and Regulations which, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the Building and for the preservation of good order therein. LESSEE agrees to abide by all such Rules and Regulations hereinabove stated, or as amended, and any additional rules and regulations which may be adopted by Landlord; provided Landlord has given LESSEE at least 15 business days prior written notice of such amendments or additions (emergencies accepted).

