

HEAD START LEASE

Whereas, Head Start needs temporary space to provide service to its students; and

Whereas Head Start provides services for students who are part of and enroll in the Newport Independent School District; and

Whereas it is the desire of the district to assist Head Start during the temporary period of need for building space consistent with the terms herein.

This is an Agreement between the Newport Board of Education, hereinafter referred to as “Board” and Head Start.

WITNESS, that in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. **Premises.** The Board agrees to lease space at Newport Primary School for the sum of \$1 per month beginning January 1, 2022, and continuing month to month, until Head Start’s need for temporary space ceases. The parties agree that building administration at the Newport Primary School and Head Start have identified the applicable space.
2. **Term, effective date of Agreement.** The term of this Agreement will be month to month.
3. **Termination of Agreement.** Either party may terminate this lease agreement for any reason.
4. **Compliance with District Rules.** Head Start shall comply with all policies, rules and regulations regarding persons and use of Board facilities. Specifically, current COVID or other applicable rules/regulations promulgated for the protection and safety of the Board’s students, parents, employees and/or visitors. These shall also include, all Federal, State and/or Local laws/regulations regarding COVID.
5. **Maintenance of Space.** Head Start shall maintain the space subject to the lease herein, without the Board providing any cleaning or other similar type service. General maintenance of the building will be handled by the Board.
6. **Bathroom Facilities.** Board agrees to supply all janitorial supplies/materials for the bathrooms utilized by Head Start.
7. **Hold Harmless agreement.** Head Start, its successors and assigns hereby agree to indemnify, protect and hold harmless the Board, and its officials, employees and agents, from any and all claims, demands, liabilities, damages or suits, including workers compensation claims, bought by any person or other entity arising from or related to the Head Start’s occupancy and/or use of the premises, including but not limited to indemnification for reasonable attorney’s fees and cost of defending any action bought against the Board.
8. **Insurance.** Head Start will maintain a policy of liability insurance on the premises with a reputable insurance carrier in an amount of not less than \$1,000,000, with the Board listed as a named insured on the policy. A copy of the policy will be provided to the Board prior to the use of the space.
9. **Compliance with Law.** Head Start will comply with all federal, state, city, and county laws, statutes and/or ordinances.

10. **Non-assignment of agreement.** This agreement shall not be assigned or transferred by Head Start to any other organization or entity without written consent of the Board.
11. **Law of Kentucky.** This Agreement will be construed according to the laws of the Commonwealth of Kentucky.
12. **Entire Agreement.** This Agreement is the entire agreement of the parties.
13. **Waiver of subrogation.** The parties agree that each waives all rights against each other or their agents any right of subrogation that may exist in an insurance contract or otherwise. No third party insurance carrier or other entity will be allowed to assert subrogation rights against a party to this Agreement.
14. **Inspection.** The Board reserves the right to enter the premises at any reasonable time to inspect the premises in a manner that will not interfere with Head Start's use of the facilities.
15. **Surrender of premises.** Head Start agrees to surrender the premises to the Board after this Lease in at least the same condition as they were delivered.
17. **Duty to maintain premises.** Head Start agrees to maintain the premises in a clean and orderly fashion.
19. **"As is" condition.** The leased premises are being delivered by the Board in an "as is" condition, and the Board makes no representations to Head Start as to the condition of the premises.
20. **Covid 19.** The Hold Harmless provisions of Section 8 of this Agreement shall also apply to any claims based on Covid19.

IN WITNESSS WHEREOF, each party has set their signatures on the _____ day of _____ 2021.

NEWPORT BOARD OF EDUCATION

Est BY: 847

Ramona Malone, Chairman

BY: _____
