

**GATEWAY COMMUNITY SERVICES ORGANIZATION, INC
CONTRACTUAL AGREEMENT**

This lease made and entered into on **September 1, 2024** by and between the Menifee Board of Education, hereinafter referred to as the Lessor and Gateway Community Service Organization, Inc. whose mailing address is PO Box 367, West Liberty, KY. 41472 hereinafter referred to as the Lessee.

That the Lessor hereby leases to the Lessee for the initial term beginning **September 1, 2024 and ending August 31, 2025** that certain land to be occupied by a 28 x 76 mobile unit adjacent to Botts Early Learning Center located at 6882 US Highway 460 East, Denniston, KY 40316, and next to the current playground area. The land occupied by the modular unit, the parking lot, cafeteria, and playground area will be donated as Non-Federal Share.

The premises shall not underlet or the term in whole or in part assigned, transferred or set over by the act of the Lessee by process or operation of law in any other matter whatsoever, without prior written consent of the Lessor which consent shall not be unreasonably withheld and said Lessor will not permit the use of the said premises by anyone other than the Lessee. The Lessor agrees to not use the land for any purpose during the lease that is inconsistent with that authorized by the Head Start Act and applicable regulations.

If the said premises at Botts Early Learning Center be destroyed by fire or other casualty, the lease shall terminate at that time, The Lessee shall have the right to terminate this lease at any time upon thirty (30) days notice in writing, time to be computed from date of mailing notice, provided however, that termination shall not be considered effective until the last day of the month which the thirty (30) day period ends. Payment of the lease is contingent upon continued funding from the Department of Health and Human Services, Administration for Children and Families.

Lessor covenants that there is no legal impediment to Lessor entering into a contract with Lessee, that the Lessor is lawfully entering into a contract with Lessee, that Lessor is lawfully sized of the estate herein demised and the Lessor shall keep Lessee in quiet and peaceful possession of the above described premised during the term hereof.

TO HAVE AND TO HOLD the said premises together with all appurtenances thereunto belonging unto the Lessee, its successors and assigns for term herein above set forth.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of this day and year first written above.

Menifee County Superintendent

Date

GCSO CEO

Date