

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Agreement") made this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and among the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, with a mailing address of 450 Park Place , Lexington, Kentucky 40511 ("Landlord"), and the **CENTRAL KENTUCKY JAPANESE SCHOOL, INC.**, a Kentucky non-profit corporation, with its principal place of business at 264 Richardson Place, Lexington, Kentucky 40509 ("Tenant").

### WHEREAS:

**A.** Tenant is a non-profit educational entity that operates a school on Saturday for the benefit of the citizens of Kentucky at the Edythe Jones Hayes Middle School at 260 Richardson Lane, Lexington, Kentucky (the "School Site").

**B.** In 2006, Tenant agreed to and did in fact thereafter construct and, upon completion, donate to Landlord certain improvements to the School Site known as the "CKJS Building", a portion of which building will be used by Landlord during the week.

**C.** Landlord desires to lease to Tenant the CKJS Building and 20 classrooms, the cafeteria, the gymnasium, restrooms and drinking fountains within the School Site for the purpose of operating a Saturday Japanese educational program.

### AGREEMENT:

**NOW, THEREFORE**, in consideration of the rent payable by Tenant to Landlord as hereinafter specified and the covenants and agreements herein expressed, Landlord and Tenant hereby agree as follows:

**A. PREMISES.** Subject to the terms hereof, Landlord hereby agrees to lease to Tenant for forty four (44) Saturdays during the year the following described premises: 1) the CKJS Building – Saturday exclusive use; 2) 20 classrooms, the cafeteria, the gymnasium, restrooms and drinking fountains located within the remainder of the building on the School Site – Saturday exclusive use; 3) outdoor athletic facilities located on the School Site one Saturday per year, as mutually selected by the parties; 4) the non-exclusive right to use all common and appurtenant sidewalks, driveways and parking areas on the School Site; and 5) the non-exclusive right for ingress and egress, including buses and trucks along an existing twenty-five (25) foot wide right-of-way on the School Site (collectively, the "Premises"). Tenant's use of the Premises shall be subject to the Operational Guidelines set forth in Exhibit "A".

Tenant shall use the Premises for the purpose of operating a school and related offices in the CKJS Building, including all uses incidental or related thereto. On Monday through Friday, Landlord shall have the exclusive right to use the four classrooms located in the CKJS Building, such use to be at the sole risk of the Landlord. During the term of this Agreement Landlord shall, at its sole cost, maintain, clean, repair, replace, insure (as provided herein) and otherwise

keep the CKJS Building in good condition, reasonable wear and tear excepted, and in compliance with any applicable governmental standards pertinent thereto.

On Saturdays during the term of this Agreement, Tenant shall have the exclusive right to use (i) the cafeteria (excluding the kitchen area unless Tenant gains prior approval and complies with Landlord's policies regarding same) and gymnasium, during the time set forth in the Operational Guidelines, and (ii) 20 classrooms, selected by mutual agreement of Landlord and Tenant, all located within the remainder of the building the School Site. In addition, Tenant shall have the right to use driveways and parking lots incidental to such Saturday use. On one Saturday each year (mutually agreed by the Parties), Tenant shall have the right to use the outdoor athletic facilities located on the School Site. Tenant's use of the School Site, including the CKJS Building, shall be subject to the Operational Guidelines set forth in Exhibit "A".

**B. TERM.** This Agreement shall Commence on \_\_\_\_\_ (the "Commencement Date"), and shall terminate on the date twenty (20) years following the first (1<sup>st</sup>) day of the month following the Commencement Date, as defined herein (hereinafter the "Lease Term"), subject to an annual right of earlier termination by Landlord, in its sole discretion, delivered in writing within ninety (90) days prior to any anniversary of the Commencement Date (the "Termination Notice"). It is specifically understood and agreed that the obligation of Landlord herunder is an obligation to lease the Premises on a year-to-year basis, and that such obligation ceases upon its election to terminate this Agreement as herein provided. In the event, in any year, this Agreement is not terminated as herein provided, the obligation to lease the Premises shall automatically extend for an additional rental year. In addition, Landlord will provide Tenant with a Notice of Intent Not to Renew at least three (3) years prior to the expiration of this Agreement as set forth herein. At the end of the Lease Term if Landlord decides to again lease the Premises, then and in that event, Tenant shall have a right of first refusal to renew this Agreement under the same terms and conditions as set forth herein except that (1) the Rent shall be adjusted and set at a rate equal to the average monthly costs of maintenance and custodial over time during the second 10-year period of this Agreement plus an additional sum agreed to by the Parties for the anticipated rate of inflation during the Lease Tern of this new Agreement; and (2) the Lease Term for this new Agreement shall be agreed to by the Parties.

**C. RENT.** As rent for the Premises during the first 10 years of the Lease Term, rent in the amount of \$127,246.56 per year, due and payable in advance on the date this Lease Agreement is fully executed, in the amount of \$1,272,465.60 ("Rent"). Prior to the conclusion of year 10 of the Lease Term, the parties agree that Rent will be adjusted and set at a rate equal to the actual average monthly costs of maintenance and custodial overtime during the first 10-year period plus an additional sum agreed to by the Parties for the anticipated rate of inflation during the second 10-year period (the "Adjusted Rent"). The Adjusted Rent will be set forth in writing as an Addendum to this Lease Agreement and will be paid in its entirety for the remaining Lease Term in advance at the beginning of the 11<sup>th</sup> year of the Lease Term.

**D. TENANT'S CONDUCT OBLIGATIONS.** Tenant, its employees, agent, invitees or assigns, shall be obligated to comply (collectively, "Legal Compliance") with all applicable laws, including the United States and Kentucky Constitutions, statutes, regulations,

ordinances, common law, and such Landlord Board policies and/or administrative procedures as (i) are generally applicable to the Landlord's properties, (ii) have not been created solely to apply to the Tenant or the Premises and (iii) as relate to the use of the Premises by a volunteer organization. The requirements of this section are for the benefit of Landlord and Tenant only and shall not provide the basis for any rights, entitlements or causes of action in favor of any employees, officers or students of Tenant.

**E. INDEMNIFICATION.** To the extent permitted by law, Landlord shall indemnify and hold Tenant and Tenant's officers, employees and agents, harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises by the Landlord, its licensees, invitees, servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the Tenant, its employees, invitees or agents. To the extent permitted by law, Tenant shall indemnify and hold Landlord and Landlord's officers, employees and agents, harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises by the Tenant, its licensees, invitees, servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the Landlord, its employees, invitees or agents.

**F. INSURANCE.** Landlord agrees to insure/self-insure the CKJS Building for its full replacement value in accordance with the replacement cost estimates provided annually by the chief state school officer, and to maintain such insurance/self-insurance throughout the Term. Such insurance/self-insurance shall not be terminable except upon 30 days' notice to Tenant and shall name Tenant as an additional insured. Landlord and Tenant each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence, provided that such limits are subject to increase upon 12 months' notice from the other party hereto (i) as applicable to Tenant, as necessary to correspond to the limits carried by similar entities in the Lexington area (private or non-profit schools such as Sayre, The Lexington School and Lexington Catholic) engaged in similar educational uses and (ii) as applicable to Landlord, as required by applicable state regulations. Tenant shall additionally insure Tenant's personal property located in the CKJS Building, at its sole cost and expense.

**G. OPTIONAL TERMINATION BY TENANT.** Notwithstanding anything to the contrary contained herein, and provided Tenant is not in default hereunder and shall have paid all rents and sums due and payable to the Landlord by Tenant, Tenant shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that six (6) months prior notice is given to the Landlord ("Tenant's Optional Termination Notice") in which event Landlord shall have no obligation to Tenant including the refund of any prepaid Rent. If Landlord is in breach of this Agreement and said breach is not cured by Landlord within thirty (30) days after written notice of same is given to Landlord by Tenant, Tenant shall have the right to terminate this Agreement, provided Landlord shall have such extended period of time as may be required beyond the thirty (30) days, as reasonably agreed to by Tenant, if the nature of the cure is such that it reasonably requires more than thirty (30) days and Landlord commences promptly and diligently pursues the cure to completion. Expressly excepted from this cure

timeline is any default that creates a health or safety concern ("Health and Safety Default") as that term is used in Section R of this Agreement. In the event of a termination due to Landlord's breach, Landlord shall deliver to Tenant a single payment in an amount equal to \$10,603.88 multiplied by each full month remaining in the portion of the Lease Term for which rent has been prepaid by Tenant ("Termination Compensation"). Termination Compensation will be prorated for any partial month remaining in the Lease Term.

**H. TERMINATION COMPENSATION.** To effect any termination other than (i) by Tenant's Optional Termination Notice, as provided in Section G, or (ii) after Tenant's Uncured Default as provided in Section R, Landlord shall deliver to Tenant a single payment in an amount equal to \$10,603.88 multiplied by each full month remaining in the portion of the Lease Term for which Rent has been prepaid by Tenant (the "Termination Compensation"). During the second ten (10) year term of this Agreement the Adjusted Rent on a monthly basis will be substituted for the \$10,603.88 and used to make the aforesaid calculation. Termination Compensation will be prorated for any partial month remaining in the Lease Term.

**I. RIGHT OF FIRST REFUSAL.** If the Landlord during the Lease Term elects to sell or transfer all or any portion of the CKJS Site or that portion of the School Site upon which the remainder of the middle school is located, the Tenant shall have the right to elect to make such purchase from Landlord on the same terms and conditions of such offer at \$1.00 more than the highest offer that Landlord can obtain from another purchaser. The method to be used by the Landlord in disposing of the property shall be at the Landlord's discretion, in compliance with then applicable law and regulation. The specifics of Tenant's option to purchase the property will be to a large degree determined by the method chosen by Landlord to dispose of the property. The Landlord will act in good faith and will communicate with Tenant in writing in a timely fashion to allow Tenant a reasonable opportunity to make such purchase. If Tenant fails or declines to match such offer within the time period reasonably set by Landlord, then Landlord may sell such property to such third person in accordance with the terms and conditions of such acceptable offer. For purposes of this Paragraph, any transfer of the Landlord's interest in the Premises to an affiliate of the Landlord (a "Landlord Affiliate") shall not be considered a transfer of the Property for which the Tenant has any right of first refusal. This right of first refusal shall not apply:

- (a) To a sale or conveyance to any governmental unit in connection with issuing of school building revenue bonds;
- (b) To other governmental agencies in connection with a cooperative governmental agreement under KRS 65.240;
- (c) In connection with or the result of eminent domain or other public taking;  
or
- (d) In connection with granting of easements or other rights of way upon the Premises, provided that such easements or rights of way do not prohibit or unreasonably restrict Tenant's ability to use the Premises for the purposes set forth herein.

**J. RIGHTS UPON SALE.** At any time during the Lease Term of this Agreement, should the Landlord decide to sell all or any part of the Premises to a purchaser other than Tenant, such shall be under and subject to this Agreement and Tenant's rights hereunder.

**K. QUIET ENJOYMENT.** Landlord covenants that Tenant, on paying the Rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Tenant's rights to the Premises as set forth herein.

**L. TITLE.** Landlord covenants that Landlord is seized of good and sufficient title and interest to the Premises and has full authority to enter into and execute this Agreement. Landlord further covenants that, other than any future bond issues involving contracts of lease and rent which Landlord may cause to be issued in accordance with Section 2:1, there are no liens, judgments or impediments of title on the Premises or affecting Landlord's title to same and that there are no covenants, easements or restrictions which prevent the use of the Premises by the Tenant as set forth above. Tenant (i) shall not cause or allow any mortgages, mechanics liens or other encumbrances arising from Tenant's use of the Premises to attach to the Premises and (ii) shall obtain the release within 30 days of notice.

**M. INTEGRATION.** It is agreed and understood that this Agreement contains all agreements, promises and understandings between Landlord and Tenant and that no verbal or oral agreements, promises or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement, provided such provisions can be given effect without unenforceable provisions. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights as to future violations and such Party shall have the right to enforce such rights as to future violations and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

**N. GOVERNING LAW.** This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the Commonwealth of Kentucky, with venue in Fayette County.

**O. ASSIGNMENT.** This Agreement may be sold, assigned or transferred by the Tenant to any party that accepts and assumes in writing all of Tenant's obligations hereunder, provided that any transfer shall be only with the written consent of Landlord, not to be unreasonably withheld.

**P. NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if hand delivered or sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following

the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Landlord: Superintendent  
Fayette County Public Schools  
450 Park Place  
Lexington, Kentucky 40511

With a copy to: General Counsel  
Fayette Public Schools  
450 Park Place  
Lexington, Kentucky 40511

Tenant: Central Kentucky Japanese School, Inc.  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

With a copy to: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

**Q. SUCCESSORS.** This Agreement shall extend to and bind the representatives, successors and assigns of the Parties hereto, provided that any assignment shall be governed by the applicable terms of this Agreement.

**R. DEFAULT.** In the event there is a default by the Tenant with respect to any of the provisions of this Agreement or its obligations under it, the Landlord shall give Tenant written notice of such default. After receipt of such written notice, the Tenant shall have thirty (30) days in which to cure any default, provided the Tenant shall have such extended period as may be required beyond the thirty (30) days, as reasonably agreed to by Landlord, if the nature of the cure is such that it reasonably requires more than thirty (30) days and the Tenant commences promptly and diligently pursues the cure to completion. Expressly excepted from this cure timeline is any default that creates a health or safety concern (a "Health and Safety Default"), in which case a cure shall be immediate. Upon notice by Landlord designating a Health and Safety Default, should an immediate cure not occur, Landlord reserves the right to require the Tenant to cease operation until cure of such Health and Safety Default is completed. The Landlord may not maintain any action or effect any remedies for default against Tenant unless and until the Tenant has failed to cure the same within the time periods provided herein (an "Uncured Default") (except for Health and Safety Defaults as provided herein). In the event of an Uncured Default, the Landlord may enjoin Tenant's actions, correct any such Uncured Default and recover the cost of such

correction from Tenant with such costs to include all of Landlord's costs incurred to enforce this section, including but not limited to, court costs, reasonable attorney's fees, etc. or, if Tenant fails to comply with such injunction or pay such costs, terminate this Agreement and pursue all other remedies available at law or in equity. The Parties recognize the significance of Tenant's payment of the Rent and investment in the CKJS Building and agree that Landlord shall not seek termination of this Agreement if the Landlord sustains a solely monetary loss that is promptly paid or reimbursed by Tenant.

#### **S. ENVIRONMENTAL, SAFETY AND INDUSTRIAL HYGIENE.**

(a) Landlord will be responsible for all obligations of compliance with any and all environmental, safety and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental, safety or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Premises, unless such conditions or concerns are caused by the activities of the Tenant.

(b) Tenant shall comply with all environmental, safety and industrial hygiene laws, including but not limited to, blood borne pathogens, chemical laboratory hygiene, and hazard communication programs, to the extent applicable to Tenant's use of the Premises.

(c) To the extent permitted by law, Landlord shall hold Tenant harmless and assume all duties, responsibility and liability at Landlord's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: (a) Landlord's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the Tenant, its employees, servants, agents, licensees, and invitees ("Tenant Parties") and (b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises or activities conducted thereon, unless such environmental conditions are caused by the Tenant Parties.

(d) To the extent permitted by law, Tenant shall hold Landlord harmless and assume all duties, responsibility and liability at Tenant's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: (a)

Tenant's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the Landlord, its employees, servants, agents, licensees, and invitees ("Landlord Parties"); and (b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises or activities, conducted thereon, unless such environmental conditions are caused by the Landlord Parties.

**T. CASUALTY.** In the event of damage by fire or other casualty to the Premises Landlord shall promptly rebuild and restore same. If such damage cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Tenant's operations at the Premises for more than forty-five (45) days, then Tenant may at any time following such fire or other casualty, provided Landlord has not completed the restoration required to permit Tenant to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to Landlord. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, provided that Tenant shall be entitled to the Termination Payment. In the alternative, Landlord shall have the right to offer Replacement Premises under the terms of Section H hereof as if notice had been given in advance of such occurrence. The Tenant may choose either to terminate the Lease, as stated, or accept the Replacement Premises.

**U. CONDEMNATION.** In the event of any condemnation of the Premises, (i) this Agreement may be terminated if the parties mutually agree that such condemnation may reasonably be expected to disrupt Tenant's operations at the Premises for more than forty-five (45) days, whereupon Landlord shall pay to Tenant the applicable Termination Compensation and provide to Tenant the Replacement Premises all as provided in Section H. In addition, Tenant may obtain from the condemning authority any relocation or related costs provided by applicable law.

**V. AUTHORIZATION.** Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

**W. APPLICABLE LAWS.** Subject to the terms of this Agreement, Tenant shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. Landlord agrees to keep the Premises in conformance with all applicable laws, rules and regulations in effect from time to time, except as Landlord may be grandfathered or otherwise exempt, and agrees to reasonably cooperate with the Tenant regarding any compliance required by the Tenant in respect to its use of the Premises. This

provision shall not change the effect of any grandfathering or other exemption applicable to Landlord.

**X. SURVIVAL.** To the extent permitted by law, the provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

**Y. CAPTIONS.** The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

**Z. CONFLICTS OF INTEREST.** KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE LANDLORD IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

**Z.1 FUTURE BOND ISSUES.** Tenant hereby acknowledges and confirms that the School Site, excepting the CKJS Building, may in the future be part of a bond issue involving a contract of lease and rent, and if there is such a bond issue this Agreement will be subject to, inferior and subordinate to the terms and conditions of any such bond issue which may involve the School Site, and Landlord acknowledges and agrees that in the event that Landlord gains title or a leasehold interest in all or a portion of the School Site pursuant to, or following the enforcement of any future bonds, Landlord shall enter into an agreement for the Tenant's use of such property for the remainder of the Term on substantially the same terms as set forth herein. Tenant specifically agrees to execute and deliver at any time during the term of this Agreement any and all documents deemed necessary by Landlord to carry out the terms and intent of this provision. Landlord and its Finance Corporation will enter into a sublease with Tenant for those portions of the School Site subject to this Agreement.

**Z.2 SECURITY FOR THE PREMISES.** Tenant acknowledges that Landlord is not providing any security services with respect to the Premises on the 44 Saturdays during the year when the Premises are in use by Tenant and that it is Tenant's responsibility to provide for such security. Tenant, on an annual basis, shall present to Landlord, for its approval, Tenant's plan for providing security for the Premises which approval shall not be unreasonably withheld by Landlord. Tenant agrees that Landlord shall not be held liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises on the 44 Saturdays during the year when the Premises are in use by Tenant. When the Premises are in use by Tenant, it shall be solely responsible for the personal safety of its students, employees, agents, officers, guests and invitees while any such person is in, on or about the Premises.

IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year first above written.

**BOARD OF EDUCATION OF FAYETTE  
COUNTY, KENTUCKY**

By: \_\_\_\_\_  
Tyler Murphy, Chairperson  
("Landlord")

**CENTRAL KENTUCKY JAPANESE  
SCHOOL, INC., A KENTUCKY NON-PROFIT  
CORPORATION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
("Tenant")

EXHIBIT "A"

OPERATIONAL GUIDELINES

I. Tenant shall have the use of the following:

- A. 20 classrooms, plus additional classrooms as needed and agreed to by the principal of EJMHS for 44 Saturdays throughout the year, with specific dates to be agreed to annually.
- B. Custodial service to maintain classrooms and other facilities.
- C. A gymnasium and cafeteria, to be scheduled and coordinated with the principal of EJMHS.
- D. Restrooms and drinking fountains.
- E. Marker boards in the 20 classrooms.

II. Tenant shall be subject to all applicable policies of the Landlord and the following rules and regulations:

- A. Any telephone service to the Tenant's classrooms, library and office/administrative areas shall be separately metered and all costs associated therewith (including service) shall be the responsibility of the Tenant.
- B. Storage will be in the office/administrative area of the Tenant's addition or as mutually agreed to by the EJMHS administrative staff.
- C. If anything is broken or damaged during the Tenant's use of Landlord's property, the following steps shall be taken by school teachers, administrators, and students:
  - 1. Report it to the associate principal of the Tenant.
  - 2. The associate principal of the Tenant shall report it to the principal and the appropriate custodian of the EJMHS.
  - 3. The Tenant shall pay the costs of any damage caused by Tenant's students.
- D. Marker boards used by the Tenant must be left 100% clean at the end of the school day with appropriate cleaners that are provided by Landlord.
- E. Materials that do not belong to the Tenant may not be removed from the school rooms.
- F. Use of specialized or exploratory areas must be arranged with the principal of EJMHS. Training for use of equipment must occur and be documented.

G. Meals will be eaten in the cafeteria, and all preparation and serving of the meals shall be the responsibility of the Tenant. Students shall clean the tabletops when they are finished eating, and the cafeteria shall be left in good order by the Tenant.

H. The gymnasium will only be used during the times approved by the principal of EJHMS, and any use is to be scheduled by the Tenant with the EJHMS principal.

I. Office supplies and equipment are provided by the CKJS. EJHMS office supplies and equipment may not be used by the Tenant.

J. Drawings by the Tenant's students will be exhibited in the Tenant's addition, but shall not be hung in the EJHMS facility unless first cleared with the principal of EJHMS.

K. The Tenant shall fully reimburse the Landlord for any costs necessitated by the repair and/or replacement of damaged property.

L. The Tenant shall provide, at its expense, teachers and other professional staff necessary to operate the Tenant's school and will provide any necessary supervision needed for such staff and students except that, as above stated, custodial help will be provided by the Landlord.

III. It is agreed that no use by Tenant of Landlord's facilities shall, in any way, interfere with the operation of the public school program at EJHMS.

IV. Except for access during the 44 Saturdays throughout the year, tenant's access to its office/administration area will only be on those days and during those hours when EJHMS is open for school purposes.