

**ROBSTOWN INDEPENDENT SCHOOL DISTRICT
AGENDA ACTION SHEET**

Date: January 30, 2025

Subject: Discuss and Consider Approval of Revised Lease Agreement Between Robstown ISD and Upbring Head Start Preschool

Administrator Responsible: Dr. Marc Puig

Position: Superintendent

A. Purpose of Agenda Item:

Information Only

Action Needed

B. Authority for this Action:

Local Policy _____

Law or Rule _____

C. Strategic Objective, Goal, or Need Addressed: Approval of revised Agreement between Robstown ISD and Upbring Head Start Preschool.

D. Summary: This item will be presented at the Board meeting and attached is a copy of the revised agreement for your review.

E. Alternatives Considered: N/A

F. Comments Received: N/A

G. Administrative Recommendation: That the Board approve the administration's recommendation.

H. Fiscal Impact and Cost: N/A

I. Monitoring and Reporting Timeline: 2024-2025 School Year



LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is dated the 1ST day of JANUARY 2025 (the "Effective Date"), by and between LUTHERAN SOCIAL SERVICES OF THE SOUTH d/b/a Upbring Head Start, a Texas non-profit corporation ("Tenant"), and ROBSTOWN INDEPENDENT SCHOOL DISTRICT, a Texas Independent School District ("Landlord"). Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1) **LEASE:** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises (as defined below) for the Permitted Use described below, upon the terms, conditions and covenants set forth in this Lease.

2) **PREMISES:** The premises leased hereunder consists of that certain real property located at **400 W LIGUSTRUM BOULEVARD, ROBSTOWN, TEXAS 78380** more particularly described in Exhibit A attached hereto and incorporated for all purposes herein, including any parking lots, common drives, walkways, entries, and exits, and/or any other improvements located in, on, under, above or across thereon (collectively, the "Premises").

3) **TERM, INSPECTION OF THE PREMISES:**

1. Term.

(a) The term of this Lease shall begin on JANUARY 1, 2025 ("Commencement Date") and shall expire at 11:59 pm local time on July 31, 2026 (the "Initial Lease Term"). After the Initial Term, the Parties will have the option to renew this Lease for an additional period not to exceed one (1) year (the "Renewal Term"), with the Parties agreeing to such Renewal Term within thirty (30) days prior to the expiration of the Initial Lease Term. The Renewal Term shall be on the same terms and conditions detailed in this Lease and shall be subject to final approval by the Landlord's Board of Trustees. The Initial Term and, if exercised, the Renewal Term, shall be collectively referred to herein as the "term of the Lease."

(b) Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the continuing right to terminate the Lease at the end of each fiscal year, school year or end of the special revenue fund or grant during the term of the Lease if (i) Tenant suffers a non-appropriation of funding from the applicable governmental or administrative agencies, (ii) Tenant's operation of its head start program at the Premises is revoked, terminated, surrendered or not renewed, or (iii) Tenant's Board of Directors is required to declare a financial exigency.

2. Inspection; Due Diligence; And Condition.

(a) Inspection of Property. Beginning on the Effective Date and ending at 11:59 p.m. CST on the day that is thirty (30) days after the Effective Date (the "Inspection Period"),

Tenant and Tenant’s engineers, architects, employees, agents, contractors, subcontractors and representatives (“**Tenant’s Agents**”) will conduct such investigations, tests and studies of any and all aspects of the Premises, including, without limitation, physical inspections, engineering and economic feasibility studies, soil tests, structural tests, topographical surveys and environmental assessments as Tenant may require in Tenant’s sole and absolute discretion, subject to the following:

1. Tenant further agrees to provide Landlord with copies of any inspection or test report received by Tenant; provided, however, such reports will be delivered by Tenant “as is”, “where is”, and “with all faults” without any representations or warranties by Tenant of any kind whatsoever.
2. Tenant must deliver evidence to Landlord that Tenant has insurance for its proposed investigations, tests, studies, or inspection studies in ~~commercially-reasonable~~ amounts and ~~with~~ coverages- that are substantially the same as those maintained by Landlord, or as may be satisfactory to Landlord.
3. Tenant may not unreasonably interfere with existing operations or occupants of the Premises, if any.
4. Tenant must notify Landlord in advance of its plans to conduct testing so that Landlord may be present during the testing, inspections, investigations or studies.
5. If the Premises are altered because of Tenant’s inspections, studies, investigations, or inspections, Tenant must return the Premises to as close to its pre-inspection condition as reasonably possible promptly after the alteration occurs, normal wear and tear, casualty, and condemnation excepted.
6. Tenant must abide by any other reasonable entry rules imposed by Landlord.
7. It is acknowledged and stipulated that the cost of asbestos investigation, if any, shall be borne solely by Tenant unless otherwise agreed to in writing by Landlord.
8. Tenant’s contractors and subcontractors conducting inspections, investigations, studies, or investigations shall be required to maintain insurance as follows:
 - a. General Liability Insurance. Coverage Amount: Minimum \$1 million per occurrence, \$2 million aggregate; Coverage Scope: Include bodily injury, property damage, and personal injury.
 - b. Workers' Compensation Insurance. Coverage Amount: As required by state law;

- c. Certificate of Insurance shall be provided to Landlord prior to the conducting of any investigation, inspection, study, or testing that will be conducted on Landlord’s premises.

(b) Use Applications. During the Inspection Period, Tenant shall be entitled to file applications with the City of Corpus Christi, Nueces County and other applicable governing authorities in order for Tenant to seek the approvals, permits, zoning, and consents from applicable governmental and administrative agencies necessary for the Permitted Use (as defined below) (collectively, the “**Approvals**”). Landlord agrees to cooperate reasonably with Tenant to obtain the Approvals, at no expense to Landlord, including promptly reviewing (i.e. within five (5) business days after written request of same from Tenant) any documents that actually require execution by Landlord in connection with the Approvals sought by Tenant. If Landlord and its counsel fail to timely review and, if necessary, execute and deliver, any of the foregoing documents required to be executed by Landlord within the five (5) business day period, then the Inspection Period will automatically be extended on a day-for-day basis for each day after the five (5) business day period until Landlord provides such review and, if necessary, execution and delivery of such documentation. Tenant shall be responsible for all costs and expenses related to obtaining the Approvals.

(c) Inspection Period and Right to Terminate. If Tenant determines for any reason or for no reason that the Premises is unacceptable to Tenant in any respect, in Tenant’s sole and absolute discretion, then Tenant may elect to terminate this Lease by sending Landlord notice thereof (the “**Inspection Period Termination Notice**”) prior to 11:59 p.m. CST on the last day of the Inspection Period and the parties shall have no further rights or obligations hereunder.

4) **TAXES:**

(a) If Tenant does not apply for and obtain an exemption, then Tenant shall be liable for all property taxes levied against personal property and trade fixtures placed by Tenant in the Premises. If any such taxes are levied against Landlord or Landlord’s property due to Tenant’s personal property, Landlord shall notify Tenant within ten (10) business days of notice of such assessment so that Tenant can assert any exemptions for which it may qualify.

(b) Landlord warrants and represents that it is entitled to a full exemption from ad valorem and all other real estate taxes and assessments. If Tenant’s use of the Premises results in the loss of such exemption for Landlord, then Tenant will be solely responsible for any assessment of any and all real estate taxes, assessments (general and special) and related government charges of any kind and nature whatsoever levied or assessed against the Premises (“**Real Estate Taxes**”).

5) **RENT:** Beginning on JANUARY 1, 2025 (the “**Rent Commencement Date**”) Tenant will pay to Landlord rent in the amount of \$3,000.00 per month (the “**Rent**”) on or before the first (1st) day of each calendar month during the term of the Lease, at 801 N. First St. Robstown, TX, 78411, or at such other location or locations that Landlord may from time to time designate by written notice to Tenant.

6) **SECURITY DEPOSIT:** Tenant shall pay the sum of \$3,000.00 (the “**Security Deposit**”), as security for the payment of Rent and Tenant’s performance and observance of this Lease. If Tenant defaults under this Lease, then Landlord may, without prejudice to any other available remedy, apply the Security Deposit towards curing the default and compensating Landlord for loss or damage arising from the default, with Tenant being required to deposit with Landlord an amount of money equal to the amount so applied to replenish the Security Deposit. At the expiration of the Initial Term, if Tenant is not in default or otherwise liable to Landlord, the Security Deposit shall be returned to Tenant within thirty (30) days thereafter. The Security Deposit will not be considered an advance payment of Rent or a measure of Landlord’s damages in case of a default by Tenant. Tenant will not be entitled to receive and will not receive any interest on the Security Deposit, and Landlord may commingle the same with other monies of Landlord.

7) **RETURNED CHECKS:** A twenty-five-dollar (\$25.00) fee shall apply to any payment made by personal or bank check, whenever such check is returned due to non-sufficient funds, notwithstanding that the payment by check was tendered to the other Party on or before the date such payment is due.

8) **USE:** Tenant shall not use or permit any person to use the Premises or any part thereof for any use or purpose in violation of this Lease or any applicable law or ordinance. Likewise, Landlord shall not use or permit use of the Premises in any manner that would cause Tenant to violate the terms of this Lease or any applicable law or ordinance. Tenant may use and occupy the Premises for the operation of its head start program and any incidental and related purposes thereto, including, without limitation, the following: (the “**Permitted Use**”):

- (a) offices and storage;
- (b) classrooms;
- (c) physical education activities;
- (d) hosting regular or special events or other uses in the customary operation of a head start program as parent meetings and open houses.
- (g) granting license as part of its functioning as a Head Start program to community groups such as Boy Scouts, Girl Scouts, community sports leagues, booster clubs, or civic groups for temporary or episodic use of a portion of the Premises; provided, however, Tenant agrees to provide a least forty-five (45) days written notice of the same to Landlord so that Landlord may, , execute a separate license agreement with such community groups.

9) **MAINTENANCE:**

- (a) Landlord shall, at its sole and exclusive expense, maintain, repair and replace the

exterior and structure of the Premises (e.g., roof, foundation, exterior walls, utility systems and landscaping), the HVAC equipment, the fire alarm and suppression system, the kitchen equipment and other mechanical, electrical and plumbing systems, as required by applicable health and safety codes, of the Premises in good repair and condition. ***However, such repairs by Landlord as outlined in this Paragraph shall not exceed \$100,000 per year.*** Landlord shall not be required to make any repairs occasioned by the willful misconduct or negligence of Tenant, its agents, employees, subtenants, licensees, and/or concessionaires. In the event the Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give written notice thereof to Landlord and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time no less than five (5) business days shall have elapsed after delivery of such written notice; provided however, if the nature of the repair is such that it cannot reasonably be completed in five (5) business days, then Landlord will be deemed to be fulfilling its obligations if it has commenced the repairs within the five (5) business day period and diligently pursues the repairs to completion, but in no event shall such repair take longer than thirty (30) days from Tenant's written notice. If any repairs, replacements or maintenance required on the part of Landlord hereunder are not accomplished within five (5) business days after written notice to Landlord from Tenant (or longer if Landlord is deemed to be fulfilling its repair obligation as set forth herein), then Tenant may, at its option, following seventy-two (72) hours' advance notice, perform such repairs, replacements or maintenance without liability to Landlord for any loss or damage which may result by reason thereof, and Landlord shall pay to Tenant immediately upon demand the cost of such repairs, replacements or maintenance. Notwithstanding the foregoing, if the repair, replacement or maintenance required by Landlord is deemed an "emergency repair", then Landlord must commence such repair, replacement or maintenance within twenty-four (24) hours of the earlier of (i) notice (oral or written) from any third party, including Tenant, or (ii) Landlord's actual knowledge of the need for the emergency repair. An "**emergency repair**" is defined as a repair that must be made promptly in order to avoid further damage to the Premises, to the equipment in the Premises, or to avoid threats to the safety of persons.

(b) Tenant shall keep the Premises in good condition, and shall, at its sole cost and expense, make all needed repairs and replacements to the Premises (including custodial service, trash removal, pest control, changing HVAC filters, and internal routine regular maintenance), except for repairs and replacements (i) required to be made by Landlord herein or (ii) attributable to Landlord's (including, without limitation, Landlord's employees, agents and contractors) negligence or willful misconduct – both of which are Landlord's sole responsibility to cure. Landlord shall have the right, but not the obligation, to make emergency repairs to the Premises for the benefit of Tenant. If Landlord is to make an emergency repair, then Landlord shall attempt to contact Tenant by telephone, at a number to be provided in writing by Tenant to Landlord and updated from time to time, prior to entering the Premises to conduct emergency repairs. If Landlord is unable to reach Tenant or determines, in its reasonable judgment, that a delay in entering the Premises may cause further material damage to the Premises, Landlord may enter the Premises to make emergency repairs.

(c) Tenant shall not be liable to Landlord or to Landlord's employees, agents, contractors or visitors, or to any person or entity whomsoever, for injury to person or damage to or

loss of property on or about the Premises caused by the negligence or willful misconduct of Landlord, its officers, partners, employees, agents, subtenants, licensees, concessionaires, contractors or any other person entering the Premises under the invitation of or for the benefit for Landlord, or arising out of the use of the Premises by Landlord and the conduct of its business therein, or arising out of any breach or default by Landlord in the performance of its obligations hereunder.

(d) Tenant shall be solely responsible for any and all costs related to any improvements required to be made to the Premises in order to operate its Permitted Use and obtain applicable permits and governmental approvals, including any costs related to compliance with any applicable Laws.

10) **ALTERATIONS:** Tenant shall not make any permanent, material alterations to the Premises in excess of \$5,000.00 without Landlord's prior written consent, which consent will not be unreasonably withheld, conditioned, or delayed. When seeking any approval of Landlord for Tenant alterations, Tenant will present to Landlord plans and specifications of the proposed work. Landlord will have twenty (20) days to review and make comments to the plans and specifications regarding such Tenant alterations. If Landlord timely provides such comments, then Tenant will revise its plans and specifications to address Landlord's comments to the fullest extent possible. Upon such revision, Tenant will resubmit the plans and specifications for Landlord's review and reasonable approval. If Landlord fails to provide comments or respond to the plans and specifications (or the revised plans and specifications, if applicable) within the twenty (20) day time period, then the plans will be deemed to be approved for any and all purposes. Notwithstanding the foregoing, Tenant may, following ten (10) days' prior written notice to Landlord, make the following alterations without prior consent from Landlord: (i) installation of Tenant's trade fixtures, furniture, and equipment; (ii) non-structural alterations, additions, or improvements in the Premises that are decorative or cosmetic in nature (such as repainting, recarpeting, reflooring, hanging wall coverings, installing low-voltage wiring that does not affect the electrical system of the Premises, hanging pictures, light-weight shelving, and installing cubicles or partitions); or (iii) permanent, material alterations that are \$5,000.00 or less. Notwithstanding anything to the contrary herein, Tenant shall not perform any maintenance, repair or replacement of any item in contradiction to Section 61.1040, of the Texas Administrative Code unless first approved by the Landlord.

11) **NO LIABILITY FOR LANDLORD:** Landlord shall not be liable to Tenant or to Tenant's employees, agents or visitors, including any students, or to any person or entity whomsoever, for injury to person or damage to or loss of property on or about the Premises caused by the negligence or misconduct of Tenant, its officers, partners, employees, agents, subtenants, licensees, concessionaires, or visitors, or arising out of the use of the Premises by Tenant and the conduct of its business therein (unless attributable to Landlord's, including, without limitation, Landlord's agents, representatives, invitees, licensees, contractors, and guests, negligence or willful misconduct), or arising out of any breach or default by Tenant in the performance of its obligations hereunder. **TENANT AGREES TO INDEMNIFY AND HOLD HARMLESS LANDLORD, ITS OFFICERS, AGENTS, REPRESENTATIVES, FROM ALL CLAIMS, LOSS, DAMAGE, ACTIONS, CAUSES OF ACTIONS AND/OR EXPENSES ~~RESULTING FROM, BROUGHT FOR OR~~ ON ACCOUNT OF ANY ~~ALLEGED~~ PERSONAL INJURY,**



Head Start Preschool

~~OR PROPERTY DAMAGE ALLEGEDLY RECEIVED OR SUSTAINED BY LANDLORD ANY PERSON OR PROPERTY, OCCURRING ON THE LEASED PREMISES, ALLEGEDLY SOLELY AND DIRECTLY RESULTING, IN WHOLE OR IN PART, FROM THE INTENTIONAL NEGLIGENT ACTS AND/OR OMISSIONS OF TENANT AND/OR TENANT'S EMPLOYEES, MEMBERS, GUESTS, INVITEES, AND CONTRACTORS. TENANT SHALL FURTHER HOLD LANDLORD HARMLESS AND INDEMNIFY LANDLORD AND LANDLORD'S OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ALL CLAIMS, LOSS, DAMAGE, ACTIONS, CAUSES OF ACTION AND/OR EXPENSES RESULTING FROM, BROUGHT FOR OR ON ACCOUNT OF ANY ALLEGED PERSONAL INJURY OR PROPERTY DAMAGE ALLEGEDLY RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY, BELONGING TO TENANT, TENANT'S EMPLOYEES, MEMBERS, GUESTS, INVITEES AND CONTRACTORS OCCURRING ON THE LEASED PREMISES AND/OR ACTS AND/OR OMISSIONS OF LANDLORD AND/OR ANY OF LANDLORD'S AGENTS, REPRESENTATIVES, EMPLOYEES, STUDENTS, PATRONS, CONTRACTORS, GUESTS AND/OR INVITEES.~~

12) **MECHANIC'S LIENS:** Tenant shall have no authority to create or place any lien or encumbrance of any kind or nature whatsoever on the Premises, and Tenant shall obtain in writing waivers of such rights from any parties performing work in the Premises on behalf of Tenant. Any such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this Lease. Tenant shall pay all amounts due and payable by Tenant on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against Tenant's Leasehold Interest in the Premises or the improvements, and shall discharge any such lien by bonding around such lien within thirty (30) days after filed, failing which Landlord shall have the right, but no obligation, in addition to all other remedies, to discharge such lien at Tenant's expense and Landlord's cost thereof shall be reimbursed by Tenant upon demand as additional rental hereunder. Failure to address any lien as herein required or to reimburse Landlord shall be deemed a default under this Lease.

13) **SIGNAGE:** Tenant shall have the right to install and maintain, at Tenant's sole expense but subject to Landlord's prior written consent, which shall not be unreasonably conditioned, delayed, or withheld, any signage Tenant deems necessary, including, without limitation, signs upon the exterior of the Premises, including above the Premises entrance and on the side of the building(s) of the Premises, inside the Premises but visible from the outside or on the exterior grounds of the Premises as long as such signage is in compliance with applicable law. Notwithstanding the forgoing, Tenant may place placards, notices and signs for typical head start program notices such as student spirit announcements and the like. ~~Landlord reserves the right to adopt and furnish Tenant with general guidelines to signs in or on the Premises.~~

14) **UTILITIES:** Landlord agrees to cause to be provided and maintained the necessary mains, conduits, and other facilities necessary to supply water, electricity, telephone service, internet services, and sewage service to the Leased Premises. Except as may be provided in a separate

“Facilities Use Agreement” between Landlord and Tenant for use of the Leased Premises, Tenant shall pay for all utility costs and expenses related to the Leased Premises for electricity, water, sewage, and internet used by Tenant on the Leased Premises. Tenant will also be responsible for phone expenses, security, and technology related expenses or similar expenses for making the Premises usable for Tenant’s purposes. Landlord shall not be liable for any interruption or failure whatsoever in utility services, unless any such interruption or failure is attributable to Landlord’s (including, without limitation, Landlord’s employees, agents and contractors) negligence or willful misconduct. However, Landlord shall be obligated to use good faith efforts to obtain the resumption of such utility services as quickly as is reasonably possible (unless such interruption of service was caused by the negligence of the Tenant, or anyone acting by, through or under Tenant), and (ii) if any utility service is interrupted as a result of the negligence of Landlord, its agents, employees, or contractors, or if an interruption continues for two (2) consecutive days, then as Tenant’s sole and exclusive remedy, there shall be an equitable abatement of the monthly Rent based upon (i) the length of time during which such interruption continues after said forty-eight (48) hour period; and (ii) the portion of the Premises that are reasonably deemed by Landlord and Tenant to be unusable as a result of such interruption. Furthermore, notwithstanding anything to the contrary contained herein, any costs or expenses associated with the termination of Landlord’s existing utility contract, if any, will be the sole responsibility of Landlord.

15) **ACCESS:** After providing Tenant at least forty-eight (48) hours’ written notice, Landlord shall have the right to enter the Premises at all reasonable times (i.e. after head start program hours so as to minimize the number of students present during any such access) to inspect the Premises, but (i) Landlord agrees to comply with all of Tenant’s visitor policies and campus procedures, (ii) at no time shall such entry or right of inspection interfere with Tenant’s operations, (iii) Tenant will have the right to provide a representative of Tenant to accompany any entry by Landlord, and (iv) Landlord must comply with requirements of law and Tenant’s rules or requirements for safety and security.

16) **CONDITION UPON TERMINATION:** At the expiration or early termination of this Lease, Tenant shall surrender and restore the Premises to as reasonably close condition as received, reasonable wear and tear and loss by fire or other casualty excepted, shall surrender all keys for the Premises to Landlord and shall inform Landlord of all combinations on locks, safes, and vaults, if any, in the Premises. All alterations to the Premises, except for unattached, movable trade fixtures that may be removed without materially damaging, cutting or otherwise defacing the Premises (which shall remain Tenant’s property), shall be the property of Landlord and shall remain upon the Premises at the termination of this Lease, unless Landlord directs Tenant in writing to remove all or any of such alterations at the time such alterations were installed. Tenant shall, within thirty (30) days after the termination date of this Lease, remove all machines and equipment which are installed and can be removed without material damage to the Premises, and other articles of personal property owned by Tenant and not affixed to the Premises in any manner. Tenant shall, at its sole expense, repair any damage to the Premises caused by the installation or removal of any furniture, equipment, alterations or additions removed by Tenant.

17) **INSURANCE:**

(a) Tenant shall procure and maintain throughout the term of the Lease, at its sole cost and expense, in accordance with the requirements set forth on the attached Exhibit B, the following insurance: (i) a policy or policies of Workers' Compensation with statutory limits, with Employer's Liability, (ii) Commercial General Liability insurance (with contractual liability endorsement) insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Premises, or by the condition of the Premises, (iii) Special causes of loss or similar "all risk" form property insurance covering the replacement cost of (a) all alterations, partitions and improvements installed or placed on the Premises by Tenant, and (b) all of Tenant's personal property contained within the Premises, (iv) Umbrella or excess liability policy, and (v) Automobile Liability. Said policies (other than Worker's Compensation) shall (a) name Landlord as an additional insured, (b) be issued by an insurance company which is acceptable to Landlord, in Landlord's reasonable discretion, (c) provide that said insurance shall not be cancelled or non-renewed unless thirty (30) days prior written notice shall have been given to Landlord, (d) shall be delivered to Landlord by Tenant upon commencement of the term of the Lease and upon each renewal of said insurance, and (e) provide that said insurance and the coverage evidenced thereby will be primary and noncontributing with respect to any policies carried by the Landlord and that any coverage carried by the Landlord will be excess coverage.

(b) Landlord, at its sole cost and expense, may maintain property, fire and extended coverage and other customary insurance as carried by Landlord from time to time with respect to the Premises, including "special form" policy covering loss or damage to the Premises and related improvements in an amount not less than the full replacement value thereof, umbrella, rental loss, boiler and machinery, and commercial general liability insurance. Additionally, Landlord may procure and maintain during the term of the Lease Commercial General Liability insurance insuring Landlord as named insured claims in connection with injury and death sustained by persons, or for damage to property, while on the Premises.

18) **ASSIGNMENT, TRANSFER, AND SUBLETTING:**

(a) Tenant shall not assign this Lease or any interest therein, whether voluntarily, by operation of law, or otherwise, and shall not sublet the Premises or any part thereof except by written permission and consent of Landlord being first had and obtained, with such consent not to be unreasonably withheld, conditioned or delayed.

(b) In the event of the transfer and assignment by Landlord of its interest in this Lease and in the building containing the Premises to a person expressly assuming Landlord's obligations under this Lease thereafter accruing, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations. Any security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest, and Landlord shall thereby be discharged of any further obligation relating thereto. Landlord shall provide written notice of such assignment to Tenant within ten (10) business days

of such assignment.

19) **ESTOPPEL CERTIFICATES:** Both parties agrees to execute and deliver within fourteen (14) days after written request by the other party a written statement in a mutually agreeable, recordable form that certifies (a) that this Lease is in full force and effect, (b) the Commencement Date of this Lease, (c) that Rent is paid currently without any set-off or defense thereto, (d) the amount of Rent, if any, paid in advance, and (e) that there are, to the best of Tenant's actual, current knowledge, no uncured defaults by Landlord or stating those claimed by Tenant.

20) **CASUALTY:** Notwithstanding anything contained herein to the contrary, Tenant shall have the right to terminate this Lease Agreement in the event the Leased Premises shall be damaged or destroyed by fire or other casualty insurable under standard fire and extended insurance. In the event Tenant does not elect to terminate this Lease as herein provided, Landlord shall proceed with reasonable diligence at its sole cost and expense to rebuild and repair the Leased Premises. If the Leased Premises shall be destroyed and rendered tenantable to an extent of in excess of fifty percent (50%) of the floor area covered by Tenant's insurance, then Tenant may elect to either terminate this Lease or proceed to rebuild and repair the Leased Premises. Tenant shall give written notice to Landlord of such election within thirty (30) days after the occurrence of such casualty and of its election to rebuild and repair. Such rebuilding and repairing shall proceed with reasonable diligence and at Tenant's sole cost.

Tenant's obligation to rebuild and repair under this provision shall in any event be limited to restoring the Leased Premises to substantially the same condition in which the same existed prior to the casualty, and Tenant agrees that promptly after the completion of such work by Tenant, it will proceed with reasonable diligence and at its sole cost and expense to repair, and restore its signs, fixtures, equipment, and any other item belonging to Tenant.

21) **WAIVER OF SUBROGATION:** Landlord and Tenant each hereby release and discharge the other, and any partner, officer, agent, employee or representative of such Party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing waiver of subrogation) is carried by the insured Party at the time of such loss, damage or injury to the extent of any recovery by the insured Party under such insurance. The Parties agree that each will cause its insurance carrier to include in its policies a clause or endorsement to the effect that such release shall not adversely affect or impair said policies or prejudice the right of the releasing Party to recover thereunder.

22) **EMINENT DOMAIN:**

(a) If any portion of the Premises, or the use and occupancy thereof, shall be taken for any public or quasipublic use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, and such use prevents Tenant for occupying for its Permitted Use, Tenant may, at Tenant's option, terminate this Lease. Any election to terminate this Lease in accordance with this provision shall be evidenced by written

notice of termination delivered to Landlord within thirty (30) days after the date Landlord gives Tenant written notice of the filing of the condemnation proceedings for such taking or Landlord's agreement for conveyance in lieu thereof and shall be effective on the date physical possession is taken by the condemning authority. If Tenant elects not to terminate this Lease, then this Lease shall terminate only as to that part so taken and the Rent and any other amounts due hereunder shall be proportionately abated during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority.

(b) If all of the Premises shall be taken for any public or quasipublic use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, then the term of the Lease shall cease as of the day actual possession shall be taken by such condemning authority and the Rent and any other amounts paid by Tenant to Landlord hereunder shall be paid to Landlord up to that day with a pro rata refund by Landlord for any prepaid Rent and any other amounts paid by Tenant to Landlord hereunder for such dates following the taking.

(c) If any part of the Premises shall be taken as aforesaid, this Lease shall not terminate, nor shall the rental payable hereunder be reduced, except that either Landlord or Tenant may terminate this Lease if the parking areas within the Premises remaining following such taking shall (i) be less than eighty five percent (85%) of the parking areas within the Premises immediately prior to the taking or (ii) not be able to accommodate any required parking ratios or requirements to keep Tenant in compliance with any applicable governmental or agency regulations, ordinances, and/or rules. Any election to terminate this Lease in accordance with this provision shall be evidenced by written notice of termination delivered to the other Party within thirty (30) days after the date Landlord gives Tenant written notice of the filing of the condemnation proceedings for such taking or Landlord's agreement for conveyance in lieu thereof and shall be effective on the date physical possession is taken by the condemning authority.

(d) All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Premises shall be the property of Landlord; provided, however, Landlord shall have no interest in any award made to Tenant, and hereby assigns its interest in any such award to Tenant, (i) for loss of business or moving/relocation expenses and (ii) for the taking of Tenant's fixtures, furniture, equipment, and other personal property. Any compensation or proceeds awarded for permanent improvements made to the Premises by Tenant shall belong to Landlord, unless otherwise approved by the Landlord's Board of Trustees.

23) **HAZARDOUS SUBSTANCES:** The term "**Hazardous Substances**," as used in this Lease shall mean flammable or explosive substances, or pollutants, contaminants, toxic or hazardous wastes, or any other substances, the removal of which is required, or the use of which is regulated, restricted, or prohibited by any "**Environmental Law**," which term shall mean any federal, state or local law or ordinance relating to pollution or protection of the environment. Tenant hereby agrees that (i) no activity will be conducted on the Premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities (the "**Permitted Activities**"), provided said Permitted Activities are conducted in accordance with all Environmental Laws; (ii) the Premises will not be used in any manner for the storage of any

Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (the "**Permitted Materials**") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws; (iii) no portion of the Premises will be used as a landfill or a dump; (iv) Tenant will not install any underground tanks of any type; (v) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time will constitute, a public or private nuisance; and (vi) Tenant will not permit any Hazardous Substances to be brought onto the Premises, except for the Permitted Materials described above, and if so brought or located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws.

24) **HOLDING OVER:** If Tenant, without Landlord's prior consent, remains in possession of the Premises after expiration or termination of this Lease, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable by not less than thirty (30) days written notice at any given time by either Party; provided, however, the earliest this Lease may terminate under this provision is thirty (30) days after the expiration of the head start program calendar year then in effect. All provisions of this Lease shall apply to the month-to-month tenancy. The monthly Rent shall be equal to one hundred twenty-five percent (125%) of the then most recent monthly Rent amount due hereunder.

25) **ABANDONMENT:** If Tenant shall abandon or surrender the Premises, or be dispossessed by process of law any personal property belonging to Tenant and left on the Premises shall be deemed to be abandoned, or, at the option of Landlord, may be removed by Landlord and disposed of in accordance with any applicable legal requirements.

26) **BANKRUPTCY:** Landlord and Tenant each agree that if the leasehold estate created hereby shall be taken in execution, or by other process of law, or if Landlord or Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of either the Landlord or Tenant, or if any assignment shall be made of either the Landlord's or Tenant's property for the benefit of creditors, then and in such event this Lease may be cancelled at the option of the other Party upon sixty (60) days prior written notice.

27) **TENANT DEFAULT:** The occurrence of any of the following shall constitute a default by Tenant ("**Event of Default**"):

- (a) Failure to pay Rent within twenty (20) business days of when due and payable; or
- (b) Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after written notice has been given to Tenant; provided, however, if the failure cannot reasonably be cured within thirty (30) days, Tenant shall not be in default if Tenant commences to cure the default within such thirty (30) day period and thereafter diligently and in good faith proceeds to cure the default within a reasonable time thereafter.

28) **LANDLORD'S REMEDIES:** Landlord shall have the following remedies after the occurrence of an Event of Default by Tenant:

(a) Landlord may terminate this Lease. No act by Landlord other than written notice to Tenant shall terminate this Lease. Upon termination, Landlord shall be entitled to recover from Tenant all accrued Rent and other payment obligations up to the time of termination.

(b) Either with or without terminating this Lease, Landlord may immediately or at any time after the Event of Default, reenter the Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and remove any and all of Tenant's property and effects from the Premises.

(c) Landlord may cure the default at Tenant's cost. The sum paid by Landlord shall be due immediately from Tenant to Landlord.

(d) Landlord shall have the right to recover the rental and all other amounts payable by Tenant hereunder as they become due (unless and until Landlord has terminated this Lease) and all other damages incurred by Landlord as a result of an Event of Default, including, without limitation, all reasonable attorneys' fees in connection with any Event of Default.

(e) The remedies provided for in this Lease are in addition to any other remedies available to Landlord at law, in equity, by statute or otherwise.

Each of Landlord's remedies provided in this Lease is cumulative and in addition to any remedies now or hereafter allowed by law. No delay or omission in the exercise of any right or remedy of Landlord shall impair such right or remedy or be construed as a waiver of such breach or waiver of the further breach of the same covenant or condition. The receipt and acceptance by Landlord of delinquent Rent shall not constitute a waiver of any other default and shall not constitute a waiver of any late charge due because of the failure to make timely payment. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, TENANT SHALL NOT BE REQUIRED TO VACATE—OR BE LOCKED OUT OF—THE PREMISES PRIOR TO THE CONCLUSION OF THE SCHOOL YEAR.**

29) **LANDLORD'S DEFAULT:** Landlord will be in default under this Lease if Landlord (i) fails to pay when due any obligation of Landlord under any mortgage, deed of trust, judgment, assessment, tax or other encumbrance affecting the Premises, unless the holder of such encumbrance has entered into a tenant-recognition and non-disturbance agreement with Tenant which remains in full force and effect; or (ii) fails to observe and perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Landlord. Furthermore, except as otherwise provided herein as relates to the applicable cure period (with such other provision's specific time period controlling), in the event of any default by Landlord of its obligations hereunder, Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have thirty (30) days to cure the default; provided, however, if the failure cannot reasonably be cured within thirty (30) days, Landlord shall not be in default if Landlord commences to cure the default within such thirty (30) day period and thereafter diligently and in good faith proceeds to cure the default within a reasonable time

thereafter.

30) **TENANT'S REMEDIES:** Tenant shall have the following remedies after the occurrence of a default by Landlord:

(a) Tenant may terminate this Lease. No act by Tenant other than written notice to Landlord shall terminate this Lease.

(b) Tenant may cure the default at Landlord's cost. The sum paid by Tenant shall be due immediately from Landlord to Tenant, subject to approval by District.

(c) Tenant is entitled to recover all damages incurred by Tenant as a result of a default, including, without limitation, all reasonable attorneys' fees in connection with any default.

(d) The remedies provided for in this Lease are in addition to any other remedies available to Tenant at law, in equity, by statute or otherwise.

Each of Tenant's remedies provided in this Lease is cumulative and in addition to any remedies now or hereafter allowed by law. No delay or omission in the exercise of any right or remedy of Tenant shall impair such right or remedy or be construed as a waiver of such breach or waiver of the further breach of the same covenant or condition.

31) **NOTICES:** Wherever any notice, communication, request, demand, reply or advice (severally and collectively referred to as "**Notice**") is required or permitted hereunder such notice shall be in writing. Any Notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when actually received if delivered by (i) hand or overnight delivery service to such Party, or an agent of such Party or (ii) facsimile transmission (with electronic confirmation) or email communication. Notice sent by United States mail, postage prepaid, Certified or Registered Mail, Return Receipt Requested, addressed to the Parties hereto at the following:

TO LANDLORD: **Robstown ISD**
Attn: Dr. Marc Puig
601 North First Street
Robstown, TX 78380
Email: marc.puig@robstownisd.net

With a copy to: JCA LAW, PLLC
ATTN: Lisa Paul
216 W. Village, Suite 202
[Laredo, Texas 78041
lpaul@jca-law.com



TO TENANT: **Upbring Head Start**
Attn: Dr. Andrew Bencoter
8305 Cross Park Drive
Austin, Texas 78754
Email: andrew.bencoter@upbring.org

With a copy to: Schulman, Lopez, Hoffer & Adelstein, LLP
Attention: Jason Adelstein
845 Proton Road
San Antonio, Texas 78258
Email: Jadelstein@slh-law.com

or at such other addresses as they may have hereafter specified by written notice shall be effective on the earlier of the second (2nd) business day after such deposit or the actual receipt thereof. Notice given in any other manner shall be effective only if and when received by the Party to be notified. The Parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America, by not less than ten (10) days' prior written notice to the other Party.

32) **QUIET ENJOYMENT:** Landlord represents, covenants and agrees that Tenant, upon performance of all covenants and agreements herein required to be performed by Tenant, shall at all times during the term of the Lease peacefully and quietly hold and enjoy the Premises without interruption.

33) **FIRST AMENDMENT; TERMINATION RIGHT:** In the event there are any actual or threatened claims that challenge this Lease as a violation of the First Amendment of the Constitution of the United States, or in the event that Tenant, in its sole and absolute discretion, determines that the funding of the head start program is threatened or adversely affected by the existence of this Lease or Landlord's use of the Premises, including, without limitation, any threatened, actual or perceived state or federal administrative agency action against the Tenant, then Tenant shall have the right to immediately terminate this Lease by giving written notice to Landlord. If Tenant terminates this Lease pursuant to this paragraph, then this will not be a default under this Lease by Tenant and Landlord shall not be entitled to any early termination charges, with Landlord hereby waiving any and all claims arising in connection with such termination.

34) **NO PARTNERSHIP:** Nothing herein contained shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between Parties hereof, it being understood and agreed that neither the method of computation of rental, nor any other provisions contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto other than the relationship of Landlord and Tenant.

35) **WAIVER OF JURY TRIALS:** The Parties hereto do not waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties in any manner connected with this

Lease, the relationship of the Landlord and Tenant, Tenant's use of occupancy of the Premises and/or any claim of injury or damage. However, the Parties agree to seek to resolve any dispute through mediation prior to resorting to litigation in the court system.

36) **TIME IS OF THE ESSENCE:** Time is of the essence for each provision of this Lease.

37) **LANDLORD'S REPRESENTATIONS:** As an inducement to Tenant to enter into this Lease (with Tenant relying upon such warranties, covenants and representations), Landlord warrants, covenants and represents to Tenant, as of the Effective Date, that:

(a) Landlord has full legal right, authority and sufficient title to enter into this Lease and to perform its obligations in the manner and upon the terms and conditions set forth herein and to grant the estate herein demised. This Lease has been duly authorized by requisite action and is enforceable against Landlord in accordance with its terms.

(b) There are no pending (A) special assessments (i.e., governmental, administrative or private) or (B) condemnation, eminent domain or similar proceeding affecting the Premises or any portion thereof; and Landlord has no actual knowledge that any such proceeding is contemplated, threatened, or pending. Landlord is not prosecuting any appeals of any taxes or assessments affecting the Premises. Furthermore, if an assessment or similar matter occurs that is related to a time prior to the Commencement Date, then Landlord hereby stipulates and agrees to pay, and shall be solely responsible for, any such assessment levied against the Premises.

(c) There are no violations of any applicable federal, state, county or municipal law, ordinance, order, regulation or requirement, applicable to or affecting any portion of the Premises. Furthermore, Landlord hereby stipulates and agrees to (a) notify Tenant in writing of any such violation promptly upon Landlord's acquiring knowledge of same (but in no event later than forty-eight (48) hours after Landlord obtains knowledge of same) and (b) cure any such violation immediately upon obtaining knowledge of same.

(d) Neither Landlord nor, to the best of Landlord's actual knowledge, a previous owner or tenant of the Premises has ever, generated, stored or disposed of any Hazardous Substances at or on the Premises.

(e) There are no restrictive covenants, use restrictions, exclusive use rights or other covenants or restrictions affecting the Premises that are in effect which prohibit the use of the Premises for the Permitted Use, and during the term of the Lease Landlord agrees not to execute or otherwise agree to any document or agreement that affects the Permitted Use or Tenant's quiet enjoyment of the Premises in any manner whatsoever.

(f) There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Landlord or pending against Landlord or otherwise related to the Premises.

(g) Other than existing loans on the property, Landlord is the sole owner of the Premises and has good, indefeasible and insurable title to the Premises and no other person or entity has any claim, right, title, interest or lien of any kind in, to or on said Premises, including, without limitation, any tenancy or other right of use, possession or occupancy of the Premises.

(h) There are no pending actions, suits, arbitrations, claims, investigations or any other proceedings of any type against or affecting the Premises or Landlord's ability to enter into or perform its obligations under the Lease and none are threatened. Landlord is not currently involved in any dispute with any governmental agency, or any agents or contractors of Landlord that affect the Premises. No judgments, orders, writs, injunctions or decrees of any court or governmental agency have been entered against Landlord that affect the Premises and that have not been satisfied or released. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other similar proceedings are pending or, to the best of Landlord's knowledge, threatened, against Landlord or the Premises.

(i) Landlord and its employees, contractors and agents shall conduct any construction, demolition and/or other work, maintenance or repair on the Premises in a good and workmanlike manner throughout the term of the Lease.

All references in this Lease to the Landlord's current actual knowledge or "actual knowledge" or "Landlord's knowledge" shall be construed to mean the actual knowledge of _Dr. Marc Puig, as Superintendent of Landlord as of the date the representation or warranty is made or an obligation to disclose arises. Notwithstanding anything herein to the contrary, Landlord represents to Tenant that in his capacity as the Designated Representative, Superintendent would have reason to know or be in a position to know about the subject matter of the warranties and representations made herein.

38) **MISCELLANEOUS:**

(a) The captions and paragraph numbers appearing in this Lease are inserted only as matter of convenience and in no way define, limit, expand or describe the scope or intent of such paragraphs or sections of this Lease, nor in any way affect this Lease. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

(b) The terms, provisions and covenants contained in this Lease shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, successors in interest, assigns and legal representatives except as otherwise herein expressly provided.

(c) One or more waivers of any covenant, term or condition of this Lease by either Party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either Party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either Party to or of any act by the other Party requiring such consent or approval shall not be deemed to

waive or render unnecessary consent to or approval of any subsequent similar act.

(d) Neither this Lease nor a memorandum hereof shall be recorded. This Lease contains all of the agreements of the Parties hereto and cannot be amended or modified except by written agreement of the Parties. This Lease shall be construed and interpreted in accordance with the laws of the State of Texas. The Parties agree that venue for any dispute regarding this Lease shall lie in the county in which the Premises are located. This Lease may be executed in counterpart and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

(e) If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby, and it is also the intention of the Parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there will be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

(f) All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of the Lease shall survive the expiration or earlier termination of such term, including without limitation all payment obligations and all obligations concerning the condition and repair of the Premises.

(g) Landlord and Tenant hereby agree and acknowledge that this Lease has been fully reviewed and negotiated by both Landlord and Tenant, and that Landlord and Tenant have each had the opportunity to have this Lease reviewed by their respective legal counsel and, accordingly, in the event of any ambiguity herein, the Parties hereby waive the rule of construction that such ambiguities shall be resolved against the Party who prepared this Lease.

(h) Nothing herein express or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the Parties hereto, any right or remedy under or by reason of this Lease.

(i) All exhibits referred to in this Lease and attached hereto are incorporated into this Lease and made a part hereof for all intents and purposes as if fully set out herein. All capitalized terms used in such documents shall, unless otherwise defined therein, have the same meanings as are set forth herein.

(j) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE, STIPULATE AND AGREE THAT NOTHING IN THIS LEASE SHALL BE CONSTRUED AS A WAIVER OF ANY STATUTORY OR GOVERNMENTAL IMMUNITY AVAILABLE TO TENANT UNDER APPLICABLE LAW.

(k) THE PARTIES STIPULATE THAT THEY ARE AWARE AND UNDERSTAND THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS



ON THE AUTHORITY OF TENANT TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF AN AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON TENANT’S PROPERTY AND LANDLORD’S PREMISES; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEY’S FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE “LIMITATIONS”), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON TENANT EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

(Signatures on the Following Page)



IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the Effective Date first above written.

LANDLORD:

ROBSTOWN ISD, a Texas Independent School District

By: _____
Dr. Marc Puig, CEO/Superintendent

TENANT:

LUTHERAN SOCIAL SERVICES OF THE SOUTH d/b/a Upbring Head Start, a Texas non-profit corporation

By: _____
Dr. Andrew Benscoter, Chief Knowledge Officer



Upbring

Head Start Preschool

Exhibit A

Leased Premises





Upbring

Head Start Preschool

Exhibit B

Tenant Insurance Requirements

As a minimum, the following insurance is required:

TYPE OF COVERAGE	LIMITS & COMMENTS
Property Insurance:	“Special Causes of Loss” or similar “All Risk” form, including full replacement value with Agreed Amount Endorsement or No Coinsurance and including improvements and betterments, alterations and additions.
Commercial General Liability: (with a combined single limit for Bodily Injury and Property Damage) * <ul style="list-style-type: none"> • Personal Injury Liability • Products and Completed Operations • Contractual Liability • Independent Contractors Liability • Premises Damage Legal Liability 	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate specific to this location \$1,000,000 Each Occurrence \$2,000,000 Aggregate \$1,000,000 \$1,000,000 \$100,000
Automobile Liability: (for all vehicles non-owned or hired in connection with business operations on or from this Premises)	\$500,000 Combined Single Limit for Bodily Injury and Property Damage
Workers’ Compensation Insurance: with Employer’s Liability:	Statutory Limits \$1,000,000 each accident \$1,000,000 each person for disease and \$1,000,000 aggregate for disease (or whatever limits are required as underlying insurance for the Umbrella or Excess Liability)



Umbrella or Excess Liability:	\$1,000,000 Each Occurrence
(not less broad than primary policies)	\$1,000,000 Aggregate

1. ALL POLICIES EXCEPT WORKERS' COMPENSATION SHALL BE ENDORSED TO NAME THE LANDLORD AS ADDITIONAL INSURED. ENDORSEMENT CG 20 26 11 85 IS ACCEPTABLE.
2. ALL POLICIES SHALL BE ENDORSED TO WAIVE SUBROGATION AGAINST LANDLORD.
3. PROPERTY INSURANCE – SHALL BE ENDORSED TO NAME LANDLORD AS LOSS PAYEE.
4. ALL OF THE TENANT'S INSURANCE POLICIES SHALL BE ISSUED BY INSURANCE COMPANIES HAVING A MINIMUM BEST'S RATING OF BBB/XII.
5. PRIOR TO OCCUPANCY OR RENEWAL, TENANT SHALL DELIVER TO LANDLORD CERTIFICATES OF INSURANCE* ACCEPTABLE TO LANDLORD TO EVIDENCE ALL SUCH INSURANCE COVERAGES. LANDLORD RESERVES THE RIGHT TO REQUIRE COMPLETE AND CERTIFIED COPIES OF ALL SUCH INSURANCE POLICIES AT ANY TIME (INCLUDING, WITHOUT LIMITATION, THE ADDITIONAL INSURED AND WAIVER OF SUBROGATION PROVISIONS OR ENDORSEMENTS). NOTWITHSTANDING THE FOREGOING, IF LANDLORD REQUESTS FOR COPIES MORE THAN ONCE IN ANY TWELVE (12) MONTH PERIOD, THEN ANY ADDITIONAL REQUEST SHALL BE AT LANDLORD'S SOLE COST AND EXPENSE.

NOTE:

- * CERTIFICATES OF INSURANCE – PROPERTY INSURANCE SHOULD BE ON ACORD FORM 28 AND LIABILITY INSURANCE SHOULD BE ON ACORD FORM 25.