

LEASE AGREEMENT

THIS DEED OF LEASE is entered this 1st day of November 2018, by and between the City of Alexandria, a municipal corporation of Virginia (the "Landlord"), and the Child and Family Network Centers, 3700 Wheeler Avenue, Alexandria, Virginia 22304 (the "Tenant").

WITNESSETH THAT:

For and consideration of the sum of twenty thousand Dollars (\$20,000.00) paid by the Tenant to the Landlord in execution of this Agreement, in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the conditions, covenants and agreements hereafter set forth, the parties agree as follows:

1. The Landlord agrees to lease to the Tenant, at twenty thousand Dollars (\$10,000 per classroom) for the term of this Lease, a total of two classrooms at the Cora Kelly Recreation Center located at 25 West Reed Avenue, Alexandria, Virginia; (the "Premises"). Payments shall be made in three installments (January 2018, February 2018 and March 2018). It is understood that the use of the Premises by the Tenant is not exclusive but is subject to the limiting conditions set forth below in section 4.A.
2. The term of this Lease shall commence on the first day of November 2018 and extend for a period of eight (8) months, including and ending on the 30th day of June 2019.
3. The Landlord covenants, warrants, and agrees:
 - A. That the Premises may be used by the Tenant for the purposes herein contemplated throughout the term of this Lease. The Tenant shall have quiet enjoyment and peaceful possession of the Premises for the full term herein granted, except as provided in section 4.G.
 - B. That the Landlord shall be responsible for all janitorial services necessary to prepare the Premises for daily use by the Tenant, and shall be responsible for all janitorial services which may be required to restore the Premises to a clean and orderly condition after the conclusion of the Tenant's daily pre-school activities.
 - C. That the Landlord shall be responsible for the operation and maintenance of the Premises during the period of this Lease. The Landlord shall maintain all water mains, sanitary sewer lines, storm drains and structures associated with the mains and lines on the Premises at present standards.
4. The tenant covenants, warrants and agrees:
 - A. That the Tenant's rights under this Lease shall only extend to use of the Premises between the hours of 8:30 a.m. and 3:30 p.m. at Cora Kelly, Monday through Friday during the City of Alexandria's public school year.
 - B. That, at the termination of this lease, the Tenant will deliver peacefully the Premises in as good order and repair as the same was at the beginning of this Lease, reasonable wear and tear excepted.
 - C. That, for this Lease, the Tenant will use and occupy the Premises solely for a pre-school operated by the Tenant. The Tenant will not use or occupy the Premises for any unlawful, disorderly or extra-hazardous purpose or activity.
 - D. That the Tenant will be responsible for paying for any damage to the Premises that result from its tenancy and use of the property located on the Premises.
 - E. That the Tenant shall demonstrate, to the satisfaction of the Landlord, that the Tenant is covered by combined single-limit General Liability Insurance in the minimum amount of \$1,000,000 per person. Coverages are to be included on: (1) personal injury liability, (2) premises operation, and (3) independent contractors. The landlord shall be listed as an additional named insured. The Tenant agrees to maintain such insurance throughout the term of this lease and to furnish evidence to the Landlord of such coverage prior to the effective date, and throughout the term, of this Lease.
 - F. That the Tenant will indemnify and hold harmless the Landlord and all of its agents, officers and employees from and against all liabilities, obligation, suits, actions, causes of action, claims damages, losses, penalties, costs or expenses (including without limitation, disbursements and reasonable attorney's fees) arising from or related in anyway to any bodily or personal injury or property damage sustained by any of the Tenant's employees, agents, guests, invitees, tenants or permittees while located upon the Premises.
 - G. Construction, Repair and/or Renovation Events. Use of the Premises shall be dependent upon scheduling by the City of construction activities, facility improvement activities, maintenance activities, and renovation activities, plus any emergencies or emergency repairs or events that restrict access or use of the space by the Tenant (collectively, "Facility Events"). The City will provide reasonable notice of Facility

Events. If a Facility Event requires the moving of the Tenant, the City will attempt to assist the Tenant to locate another space, but if the City fails to do so, then the Tenant shall be responsible for finding an alternate location.

5. It is mutually covenanted, warranted and agreed by the Landlord and Tenant:

- A. That all the terms, covenants, agreements and provisions herein contained shall bind and inure to the benefit of the Landlord, the Tenant, and their respective heirs, distributes, executors, administrators, successors and assigns; provided, however, that the Tenant shall not transfer, assign, or sublet its interests herein without the written consent of the Landlord.
- B. That the Landlord will not be responsible for commitments or agreements arising under law or contract and entered by the Tenant with any other person, persons, organization, association, corporation or other entity whatsoever.
- C. That the Landlord and Tenant agree to meet quarterly on dates mutually agreeable to both parties.
- D. That this Lease may be terminated at anytime by either party, if 30-days written notice of the intention to terminate is given to the other party in accordance with paragraph 5.E, below, provided, however that this Lease shall terminate immediately if the Tenant fails to maintain the insurance required by paragraph 4E.
- E. Unless otherwise designated in writing, all notices required or permitted hereunder to be sent to the Tenant shall be given in writing to:

Lisa Ferrari Carter
Chief Executive Officer
Child and Family Network Centers
3700 Wheeler Avenue
Alexandria, Virginia 22304

Unless otherwise designated in writing, all notices required is permitted hereunder to be sent to the Landlord shall be given in writing to:

James Spengler, Director
Recreation, Parks and Cultural Activities
1108 Jefferson Street
Alexandria, Virginia 22314

- F. That this lease contains the entire agreement between the parties hereto and shall not be changed or modified in any manner except by a writing properly executed by them.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officials.

TENANT:

The Child and Family Network Centers

LANDLORD:

**City of Alexandria, a
municipal corporation of Virginia**

BY: _____

Lisa Ferrari Carter
Executive Director

BY: _____

Mark B. Jinks
City Manager

Date: _____

Date: _____