

LEASE AGREEMENT-2024-2025

The parties to this Lease Agreement (hereinafter "Lease" or "Agreement"), are the Creston Community School District ("Lessor") and the MATURA Head Start ("Lessee").

The Lessor, in consideration of the covenants and agreements of Lessee contained in this Lease, leases to Lessee modular building, and the use of other areas upon prior approval as outlined below, at Creston Community School located at 901 Elm St., Creston, Iowa 50801 ("the Leased Premises").

Lessor owns the buildings and improvements located on the Leased Premises as of the date of this Lease. This Lease does not include any personal property of Lessor, if any, now or in the future located on the Leased Premises.

The Lessor and Lessee, in consideration of this Lease, and of the covenants and agreements to be kept and performed by the parties, agree as follows:

1. **SPACE/UTILITIES.** For usage of the Leased Premises, Lessee shall pay to the Lessor at the address listed in Section 12, a monthly sum of \$1,350 for the use of 3 classrooms, storage room, and office area. Any utility costs incurred by the Lessor during the term of this Agreement shall be the responsibility of the Lessor, and shall be included in the listed amount, unless otherwise agreed to by the parties.
2. **MAINTENANCE.**
 - A. General Maintenance and Repair. The Lessee shall be responsible for routine janitorial services of 3 classrooms of the Leased Premises while the Lessor shall be responsible for any item or routine maintenance and repair work which is necessary to maintain the Leased Premises in its present condition subject however to normal wear and tear, and also subject to the upper limitation of the cost thereof which shall not exceed One Hundred Fifty and No/100 Dollars (\$150.00).
 - B. Lawn Care and Snow Removal. Lessor agrees to provide snow and ice removal for the Lessee's parking and entrance into the Leased Premises to the extent necessary and to the extent not otherwise provided by the City. Additionally, Lessor shall provide all lawn care services on the Leased Premises providing this as in-kind.
 - C. Changes/Improvements. Lessee shall make no alterations, additions or improvements to the Leased Premises without the written approval of Lessor of the plans and specifications. Lessee shall submit such plans and specifications to Lessor for Lessor's written approval. The parties agree Lessee shall be responsible for all maintenance and repair costs associated with any improvements or additions made. Any such alterations, additions or improvements permitted hereunder to be made by Lessee shall be solely in furtherance of the use of the Leased Premises for the purpose for which the Leased Premises are leased.
 - D. Care of the Leased Premises. Lessee agrees to accept the Leased Premises after discarding of current contents and cleaning, including carpets. Lessee agrees that it will act as a reasonably prudent person to keep the Leased Premises clean and free and clear of all obstructions and nuisances in a reasonable and proper manner. Lessee will not permit or allow the Leased Premises to be damaged or depreciated in value by any act or negligence of the Lessee, its agents, employees or clients.
3. **USE OF LEASED PREMISES.** The Leased Premises shall be used by the Lessee for the operation of a Head Start program only. Lessee shall not change the use of the Leased Premises without first obtaining the

written permission of the Lessor. This Lease shall be contingent upon the continuation of the Lessee's Head Start funding and the continued availability of the Lessor's Leased Premises.

A. Specific Use. The Lessee's specific use of the Leased Premises shall be as follows:

1. Lessee's staff and students will have access to the Leased Premises or other prior-approved areas, Monday through Friday from 7:00am until 5:00pm. Occasional evening meetings/activities may be scheduled upon prior approval of the Creston Community School Principal or its designee. Lessee shall be responsible for supervising and managing the access to the facility.
2. Lessee's staff and students may be provided access to Lessor's indoor gymnasium and outdoor playground/recreational area at designated times, but only with prior approval of the Creston Community School Principal or its designee.
3. Lessee's staff will have access to the east parking lot available on the Leased Premises with drop off lane for parents. Trolley services will deliver kids on the east side of the building as well.

B. Terms of Use. The Lessee's use of the Leased Premises and other prior-approved areas, is also subject to the following conditions:

1. All visitors of the Lessee or its students must check in at the Lessor's main office prior to entering the School Building.
2. Lessee shall make no unlawful use of the Leased Premises and shall be responsible for abiding by the room capacity limits established by the State Fire Marshall.
3. To the extent applicable, Lessee agrees to comply with all District policies, procedures and guidelines, including but not limited to those policies, procedures or guidelines regarding smoking and the display or distribution of materials and general curriculum content.

4. **LOSS OF PERSONAL PROPERTY.** It is agreed that neither party shall be responsible to the other for any loss of personal property stolen from Leased Premises, however occurring, or any damage done to any other effects of either party by any person or persons whomsoever.
5. **INDEMNIFICATION.** Lessee agrees to indemnify and hold harmless the Lessor from any and all claims, demands and causes of action of every kind, nature or description as a result of injury to person or damage to real property caused by or directly resulting from Lessee's use or maintenance of the Leased Premises or any act or omission of the Lessee in performing its responsibilities under this Agreement.
6. **TERM.** The base term of this Lease shall begin no later than July 1, 2024 and shall end on June 30, 2025. Lessee shall be entitled to elect to renew this Lease upon annual review of the terms and conditions, as provided herein. In the event that the Lessee elects to renew and extend the Lease, Lessee shall provide written notice of that intention not less than thirty (30) days prior to the expiration date aforesaid.
7. **TERMINATION.** Prior to its expiration, this Agreement may be terminated by either party with or without cause, upon sixty (60) days written notice to the other party.
8. **OBLIGATIONS AFTER TERMINATION,** Lessee agrees that upon the termination or expiration of this Lease, (absent a written agreement by both parties for an extension of this Lease, or for a new Lease) it will surrender, yield up and deliver the Leased Premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Lessee. Lessee may, at the expiration of the term of this Lease, or extension or at a reasonable time thereafter, if Lessee is not in default hereunder, remove any fixtures or equipment which said Lessee has installed in the Leased Premises, providing said Lessee repairs any and all

damages caused by removal. If Lessee does not remove such fixtures or personal property from the Leased Premises within a reasonable time such property shall be deemed abandoned, at the option of the Lessor. If Lessee defaults under the Lease, it shall, at its expense, remove all improvements or appurtenances thereto, located within the Leased Premises and restore the Leased Premises to grade. Lessee's obligations under this provision shall survive any termination of this lease.

9. **HOLDING OVER.** Continued possession, beyond the expiration date of the term of this Lease, by the Lessee, coupled with the receipt of the specified rental by the Lessee (and absent a written agreement by both parties for an extension of this Lease, or for a new Lease) shall constitute a month to month extension of this Lease.
10. **NOTICES.** All notices required hereby shall be in writing, mailed by regular certified or registered mail, to the parties hereto, at the following address:
- LESSOR: LESSEE:**
Deron Stender, Superintendent Creston Community Schools:Danna Buls, Executive Director
MATURA Head Start
11. **COOPERATION.** Both parties acknowledge and agree to cooperate as needed to ensure that all required services and responsibilities are provided by both parties.
12. **NO WAIVER.** No waiver of the breach of any terms or conditions of this Lease shall constitute a waiver of any other or succeeding breach of the same or other provisions of this Lease.
13. **AMENDMENTS.** None of the terms, covenants or conditions of this Lease shall be in any manner altered, modified, waived or abandoned except by a written instrument duly signed and delivered by the Lessor and Lessee.
14. **SEVERABILITY.** If any provisions of this Agreement are determined to be invalid by a court of competent jurisdiction, then such provisions shall be deemed null and void, but without invalidating the remaining provisions hereof.
15. **ENTIRE AGREEMENT.** This Agreement constitutes the complete and entire agreement between the parties.
16. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Iowa.

THE PARTIES HERETO have duly executed this instrument in duplicate on the _____

CRESTON COMMUNITY SCHOOL DISTRICT, Lessor

By _____
President, Board of Directors

MATURA HEAD START, Lessee

By _____
Executive Director MATURA