

**Lease Agreement between
Tucson Unified School District and the Lapan Memorial Sunshine Foundation
for a Portion of the Former Wakefield Middle School**

This lease agreement is entered into by Tucson Unified School District, 1010 East 10th Street, Tucson, Arizona, hereinafter referred to as “Landlord” and Lapan Memorial Sunshine Foundation, Inc., 1121 North Camino de Juan, Tucson, Arizona, hereinafter referred to as “Tenant”.

- 1. Rents and Lease Term.** For the sum of one dollar (\$1.00) per year, Landlord shall lease Tenant 1,760 square feet of a portion of the former Wakefield Middle School at 101 West 44th Street for a period of approximately three (3) years starting July 10, 2013 and terminating on June 30, 2016. At the end of the first year, both parties shall review this lease and may modify it as required. At the end of the first term the lease may be renewed for an additional two years by the mutual agreement of both parties.

All rents shall be paid to Landlord, at the following address:

TUSD Planning Services
2025 East Winsett
Tucson, Arizona 85719

- 2. Premises.** The premises, as shown in **Exhibit A**, include Building D (also referred to as RC) and the areas to the north and south of it that include the community garden and orchard. Tenant shall also have use of one-half of the ramada storage, all of basement storage room #A001 and shared use of the playfields per a schedule to be determined with the other tenants and the City of Tucson per the City-TUSD IGA. All such additional areas are hereinafter referred to as “Support Areas”.
- 3. Use.** Tenant shall use and occupy the premises for the Lapan College Club program to improve academic performance of TUSD students in the surrounding area including incentives and financial support for current and former students of TUSD.
- 4. Care and Maintenance of Premises.** Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair by executing an “acceptance of the premises” letter, which shall be executed prior to possession, as attached hereto as **Exhibit B**. Tenant shall, at Tenant’s sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord’s obligations).

All properties are to be left in the condition received. Tenant will be required to pay for any damages to property or equipment as a result of Tenant’s use of the premises. Prior to vacating the premises, Tenant shall remove any hazardous materials or waste resulting from the Tenant’s use of the premises.

Notwithstanding any other provisions hereof, Landlord shall, at its expense, maintain and repair the structural portions of the Property, including the exterior walls and the structural portions of the roof, shall replace HVAC systems as needed beyond repairs and routine, preventative maintenance (Tenant's responsibility), and shall maintain plumbing mains and utility services to the building. Tenant will notify Landlord, in a timely manner, of any required maintenance.

- 5. Alterations and Equipment.** Tenant shall not, without first obtaining the written consent of Landlord, make any alteration, additions, or improvements, in, to or about the premises. All alterations and fixed equipment shall become the property of Landlord upon termination of the lease; alternately, Landlord may require Tenant to restore the premises to their original condition.
- 6. Material and Supplies.** Tenant shall provide all material and supplies for their use.
- 7. Ordinances and Statutes.** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises, or any improvements made thereon, by Tenant.
- 8. Assignment.** Tenant shall not assign this Lease.
- 9. Utilities.** All utilities shall be paid by Landlord or other tenants.
- 10. Possession.** If Landlord is unable to deliver possession of the demised premises at the commencement hereof, Landlord shall not be liable for any damage caused thereby, nor shall this Lease be void or violable, but Tenant shall not be liable for any rents until possession is delivered. Tenant may terminate this Lease if possession is not delivered within thirty (30) days of the commencement of the period hereof.
- 11. Indemnification of Landlord.** Landlord shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the demised premises during its hours of operation by Tenant, and Tenant agrees to hold Landlord harmless from any claims for damages, which result from any activities of Tenant. Where both Tenant and Landlord participated in the liability causing event, each party shall contribute to the common liability a pro-rated share based upon its relative degree of fault established by compromise, arbitration or litigation.
- 12. Insurance.** Tenant, at its expense, shall maintain liability insurance including bodily injury and property damage affording coverage to Tenant and Landlord with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate.

Tenant shall provide Landlord with a Verification of Coverage showing Landlord as additional covered party. The Verification shall provide for a ten-day written notice to Landlord in the event of cancellation or material change of coverage. To the maximum extent permitted by coverage agreements, insurance policies and the law, Landlord and Tenant, for

the benefit of each other, waive any and all rights of subrogation, which might otherwise exist.

- 13. Destruction of Premises.** In the event of a partial destruction of the demised premises during the term hereof or if destruction of the surrounding premises prohibit access by Tenant, Landlord warrants to forthwith repair the same, but such partial destruction shall not terminate this Lease Agreement. In the event that Landlord shall not elect to make such repairs, this Lease may be terminated at the option of either party.
- 14. Landlord's Remedies on Default.** If Tenant defaults in the payment of the rent, any other agreed upon costs, or defaults in the performance of any of the other covenants or conditions hereof, Landlord may give Tenant notice of such default. If Tenant does not cure the default within ten (10) days after the giving of such notice or if such default cannot be completely cured within the ten-day period and if Tenant does not commence such curing within such ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Landlord may terminate this Lease on not less than thirty (30) days' notice to Tenant. On the date specified in such notice, the term of this Lease shall terminate, and Tenant shall then quit and surrender the premises to Landlord, but Tenant shall remain liable as hereinafter provided. If this Lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the premises by any lawful means and remove Tenant or other occupants and their effects.
- 15. Security Deposit.** Landlord and Tenant agree that no security deposit will be required.
- 16. Security.** Tenant shall provide appropriate access for the designated employees of Tenant and shall provide security alarm systems and security for the premises. Landlord shall provide Tenant access to Support Areas.
- 17. Signage.** Tenant shall have the right to install permanent prominent signage on the building on Tenant's entrance door. Such signs are subject to Landlord's approval and such approval will not be unreasonably withheld. Signs shall be compatible with the building design, shall conform to all applicable local government codes and will take neighborhood concerns into account.
- 18. Attorney's Fees.** In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because or any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all cost incurred in connection with such action, including reasonable attorney's fees.
- 19. Waiver.** No failure of Landlord to enforce any terms hereof shall be deemed to be a waiver.
- 20. Notices.** Any notice which either party may or is required to give, shall be given by mailing the same postage prepaid to Landlord and at the address specified herein, or to the Tenant at the address specified herein, or at such other places as may be designated by the parties from time to time.

Tenant's Mailing Address: Lapan Memorial Sunshine Foundation
1121 North Camino de Juan
Tucson, Arizona 85745

Landlord's Mailing Address: Planning Services Department
2025 E. Winsett Street
Tucson, Arizona 85719

21. Heirs, Assigns, Successors. This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

22. Cancellation. Landlord or Tenant may cancel this Lease, at any time and for any reason with ninety (90) day written notice to the other party.

23. Entire Agreement. The foregoing constitutes the entire Lease between the parties and may be modified only by a writing signed by both parties.

Approved:

LANDLORD: **Tucson Unified School District**

TENANT: **LAPAN Memorial Sunshine Foundation**

By: _____
Bryant Nodine, AICP
Title: Planning Services Program Manager

By: _____
Lucy Kin
Title: Executive Director

Date: _____

Date: _____

EXHIBIT A
to the
Lapan Memorial Sunshine Foundation-TUSD Lease at 101 West 44th Street

PREMISES OF THE LEASE

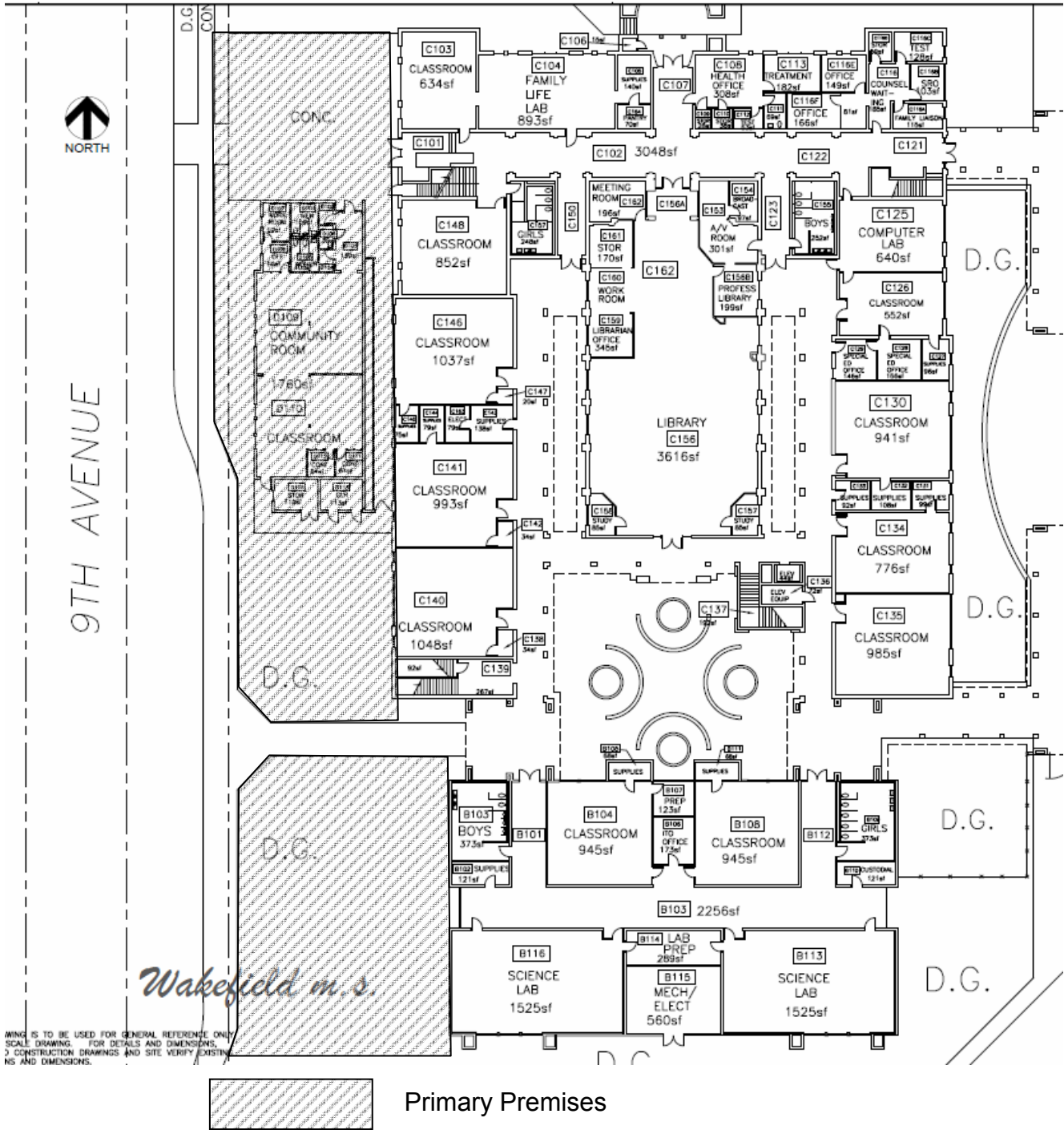


EXHIBIT B

TENANT’S ACCEPTANCE OF THE PREMISES

Landlord and Tenant hereby agree that Premises is found to be in compliance with the conditions outlined in the Lease dated _____ between Landlord and Tenant. Upon mutual execution hereto, Tenant accepts Premises subject to the following conditions:

[list of conditions to be completed/corrected prior to occupancy]

LANDLORD: **Tucson Unified School District**

TENANT: **LAPAN Memorial Sunshine Foundation**

By: _____
Bryant Nodine, AICP

Title: Planning Services Program Manager

Date: _____

By: _____
Lucy Kin

Title: Executive Director

Date: _____