

LEASE

*Copy Lease file*

THIS Agreement made the 7th day of March, 2017, between THE TOWN OF PIMA, a municipal corporation, hereinafter referred to as the TOWN and CHILD PARENT CENTERS INC. an Arizona Corporation, doing business as "HEAD START", hereinafter referred to as the LESSEE.

WITNESSETH:

WHEREAS, at a regularly convened meeting of the Mayor and Council of the Town of Pima on the 7th day of March, 1997, the Mayor was authorized and directed to execute and deliver to LESSEE, a lease for an initial period of TEN (10) years, commencing the 1st day of August, 2017, and ending the 31st day of July, 2027, with an option to renew the lease for an additional TEN (10) years.

NOW, THEREFORE, the TOWN, in consideration of the covenants of said LESSEE hereinafter set forth, does by these presents lease to said LESSEE the described property on Exhibit "A", attached hereto and incorporated herein.

TO HAVE AND TO HOLD said premises for a period of TEN (10) years, beginning the 1st day of August, 2017, and terminating on the 31st day of July, 2027, subject to the terms and conditions as herein set forth. The LESSEE is hereby granted the right to renew this lease for an additional TEN (10) year term, subject to the terms and conditions including the termination provision of the initial term.

And said LESSEE in consideration of the leasing of the premises as above set forth, covenants and agrees with the TOWN to pay to the said TOWN as rent for the same in the sum of one thousand

five hundred dollars (\$1500.00) payable in annual installments in the amount of one hundred fifty dollars (\$150.00) on the 1st day of August each year beginning August 1st, 2017.

I.

LESSEE HEREBY COVENANTS AND AGREES WITH THE SAID TOWN AS FOLLOWS:

2. The LESSEE shall not assign, re-lease, sublet lease or transfer the whole or any part of said leased premises without first obtaining the prior written consent of the TOWN

3. LESSEE shall, at its own cost and expense, keep said property and structure in a good state of repair, and at the expiration of the said term shall peaceably surrender said premises to the TOWN in as good a condition as received. LESSEE shall have the right, at its own cost and expense, to remove improvements to the premises so long as such removal does not result in damage to the property.

4. LESSEE shall permit the TOWN to enter said premises at reasonable hours to inspect the condition of the property.

5. LESSEE agrees that all property of any kind that may be on the premises during the life of this lease shall be at the sole risk of the LESSEE. LESSEE agrees to pay, to protect, and to indemnify, defend, and hold harmless the TOWN from all liability, damages, costs and expenses from causes of action, suits, claims, demands, and judgments of any nature whatever arising out of or in any way connected with LESSEE's occupation of the premises unless caused or contributed to by the negligence of the TOWN. The LESSEE shall secure, at its cost and expense, public liability and property damage insurance in the amount of not less than ONE MILLION (\$1,000,000) DOLLARS with a reputable insurance company authorized to do business in the state of Arizona. The TOWN shall be named on said policy as an additional named insured. The LESSEE

shall provide proof of such insurance upon effective date of this lease.

6. In the event of a default at any time by the LESSEE in the payment of the rent herein provided for, or in the performance of any other of the agreements herein contained, or if the LESSEE vacates or abandons the demised premises, then or in any of such events, it shall be lawful for the TOWN to declare the term hereof ended and to re-enter the premises or any part thereof, either with or without process of law.

7. Without in anyway limiting the generality and effect of the preceding paragraph, LESSEE covenants and agrees upon the termination of said tenancy or by election of TOWN as herein provided or by lapse of time or in any other way, to surrender and deliver up the above described premises and property peaceably to TOWN, its agents, immediately and in as good condition as when received by the LESSEE from the TOWN.

8. LESSEE shall pay and discharge promptly and all taxes, including sales tax, excise tax, revenues tax, or property tax now or hereafter and throughout the term of this lease payable because of, or in connection with, the business operations of, said LESSEE in said leased premises.

9. LESSEE, at its own cost and expense, shall be responsible and pay for all sewer, water, light, gas, power, and other services provided to the premises. LESSEE further agrees to install and maintain, at its cost and expenses in or on said leased premises, proper meters for the determination of the amount of utilities so served to the property.

10. LESSEE shall keep the said leased premises free from rubbish, packing, rags and other combustible materials and will not permit or suffer any business or occupation to be carried on or conducted in or on said leased premises or any part thereof, which is contrary to the laws of the United States, the State of Arizona, or the Ordinances of the Town of Pima.

11. LESSEE specifically agrees that the TOWN shall reserve the right to terminate this lease at any time by providing six months prior written notice to LESSEE:

II.

TOWN HEREBY COVENANTS AND AGREES WITH SAID LESSEE AS FOLLOWS:

1. That the LESSEE, by paying the rent, providing, observing, and performing the several covenants and stipulations contained herein shall peaceably hold and enjoy the demised premises during the said term without any interruption by the LESSOR or other persons rightfully claiming hereunder except as herein specifically provided.

iii.

SAID TOWN AND SAID LESSEE HEREBY COVENANT AND AGREE AS FOLLOWS:

1. That time is declared to be of the essence of this lease.
2. Any notice to be given by the TOWN to LESSEE hereunder shall be deemed to be properly served if the same be delivered to LESSEE, or if left with any of the agents, servants, or employees of LESSEE on the leased premises; or if posted on the leased premises, or at said premises or to LESSEE's address at 602 E. 22nd Street, Tucson, Arizona 85713.

That in case LESSEE shall be adjudged a bankrupt, either by voluntary or involuntary proceedings, this lease shall at once cease and terminate; and the TOWN may re-enter the demised premises, and in no event shall this lease be treated as an asset either before or after the exercise of said option.

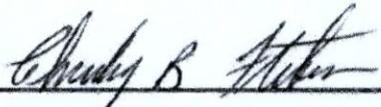
4. LESSEE will fully pay for all materials joined or affixed to said leased premises, and will not permit or suffer any mechanics' liens or materialmen's liens of any kind or nature to be enforced against said premises for any work done or materials furnished thereon at LESSEE's instance and request.

IN WITNESS WHEREOF, said parties have executed this agreement the 7th day of  
March, 2017, in duplicate.

TOWN OF PIMA

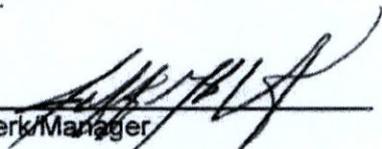
LESSEE:

CHILD PARENT CENTERS, INC.

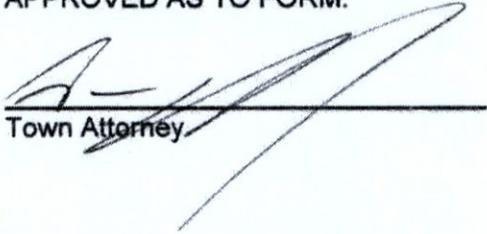
  
\_\_\_\_\_  
Mayor

BY:   
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
Town Clerk/Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Town Attorney