



LEASE AGREEMENT

This Lease Agreement ("Lease") is made and effective as if the date of the last authorizing signature affixed hereto, by and between **The Family Support Center of South** ("Landlord") a 501c3 nonprofit organization with the mission/purpose of "Working Together to Strengthen all Families" and **the City of Olympia**, a municipal corporation.

Landlord is the manager of land and improvements commonly known and numbered as **108 State Avenue Olympia, WA 98501 and 201 Capital Way North, Olympia WA 98501** and legally described as follows (the "Premises"): **The Family Support Center of South Sound**. A sketch of the premises subject to this lease is attached as *Exhibit A*. The **City of Olympia** is the legal owner of said land and improvements. All terms of this lease are subject to the "*Lease Agreement for Old Olympia City Hall*" ("**Original Lease Agreement**") between the **City of Olympia** and the **Family Support Center** attached as *Exhibit B*.

Landlord makes available for lease a portion of the Premises (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning August 1, 2015 and ending August 31, 2016. This term may be renewable upon mutual agreement of both parties after the end of the initial lease term and subject to changes in lease terms. The landlord may terminate the lease for *cause* (see "definitions") with twenty (20) days written notice.

2. Consideration in Lieu of **Rental Fees.**

A. Tenant shall provide to Landlord during the Initial Term a credit of up to \$500 to use toward rental of space for meetings or events in the Olympia Center, Harbor House or Park Shelters based on the then-current hourly rental fee for each facility, subject to space availability. If any portion of the \$500 is unused at the end of the term, there shall be no credit carryover. In addition, Tenant shall provide its own preschool related supplies for Tenant preschool programs, as well as paper towels and toilet paper for the preschool room and attached bathroom used by Tenant. This exchange is based on 1,466 square footage occupancy of leased premises including the preschool room and indoor gym and 33% common space allocation which includes access to areas such as kitchen, laundry room, bathrooms, egresses, hallways, outdoor play areas, and designated shared meeting rooms. Tenant shall have fair and equal access to all common areas. Conference rooms may be reserved by Tenant on a first come, first serve basis for business related meetings/activities.

B. Tenant has use of existing preschool room furniture, equipment and supplies. Landlord is responsible for providing regular janitorial service and maintaining janitorial supplies, except where specifically provided otherwise in this Agreement. Tenant is responsible for maintaining the interior professional appearance of the Leased Premise and will at all times, maintain a clean, neat, sanitary, and safe environment. The Tenant will maintain the safety and security of all office furniture and equipment.

C. All additions of electrical appliances/equipment must be approved in writing by the Landlord prior to installation.

D. This tenancy is based on use as outlined in this lease. Any significant changes in use, such as expansion of hours of occupancy, numbers of occupants, or significant equipment additions that generate increased utility usage, may be subject to additional fees. Tenant will provide Landlord with thirty (30) days written notice of any changes in use and Landlord will provide tenant with thirty (30) days written notice of any change in fees related to changes in use and will provide justification for any increase in fees. If the lease is not renewed at the end of the term, the lease term will automatically be converted to a month to month lease. Landlord and/or Tenant shall give 30 days notice of intention to terminate a month to month lease.

E. Security Deposit. Tenant shall not pay a security deposit. Tenant shall not pay a damage despot.

F. Keys. Two (2) keys will be issued to Tenant and will be returned at end of Lease Term or upon Termination of Lease. The keys are not to be duplicated. In the event that keys are lost during the term of this Lease, the Tenant agrees to pay reasonable costs of rekeying the locks to the Leased premises.

Keys received *Tenant initial* _____ *Date* Keys returned *Landlord initial* _____ *Date*

3. Use

A. Use of space is for City of Olympia Parks, Arts, & Recreation Preschool Program during the hours of 9:00 a.m. and 12:30 p.m. on Monday through Thursday of each week between September of 2015 and June of 2016 and those same hours on Monday through Friday of each week between June 20, 2016 and August 26, 2016. Tenant anticipates serving 8-12 clients per day (day/month/year).

Landlord shall have access to leased premises and may use space or allow others to use space for other purposes that benefit families/children during periods space is not in use by Tenant.

B. Hours of use are restricted to 9:00 a.m. to 12:30 a.m. on the weekdays noted above, but may be altered by mutual written consent between Landlord and Tenant. Any other use of the Premises at any other time or for any other purposes must be scheduled with the Landlord.

C. Tenant shall be entitled to store property and goods needed for the operation of business. No storage is allowed in hallways or other areas that may violate ingress/egress or fire codes. Landlord shall not be liable for loss of, or damage to, such stored items.

D. To help prevent the infestation of rats or other pests, all food items shall be stored only in sealed containers or in the refrigerator.

E. Consumption or possession of alcohol or illegal drugs or smoking anywhere on or within 25 feet of property is strictly prohibited.

F. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent. The Landlord will schedule all repairs and maintenance unless otherwise authorized in writing.

5. Repairs, Damage, and Destruction

A. During the Lease term, Landlord and/or Legal Owner (City of Olympia) is responsible for major mechanical and electrical systems and the structure, subject to the obligations of the parties otherwise set forth in this Lease.

B. Tenant is financially responsible for any damage or destruction caused through the use of the Leased Premises by clients, staff, or volunteers. In the event of property damage, Tenant will notify Landlord within twenty-four (24) hours. Repairs should be made within a reasonable amount of time. Upon termination of lease or vacancy of leased premises, the Tenant shall return the space to original condition, including returning paint to original color (if changed), filling any holes in walls resulting from staples/nails/wall hangings, cleaning, and removing all tenant property/equipment. The Landlord will make repairs as they relate to reasonable use and wear. The Tenant will be held responsible for any damage caused by Tenant, which is beyond reasonable use and wear. Any repairs required to restore Leased Premises to original condition at time of Lease will be the financial responsibility of the Tenant.

C. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, Tenant shall be responsible for the costs of repair not covered by insurance. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Landlord or any of Landlord's agents, employees or invitees, Landlord shall be responsible for the costs of repair not covered by insurance. If the Leased Premises or any other part of the Building affecting the Leased area is damaged by fire or other casualty resulting from Acts of Nature (i.e. natural disasters outside of human control such as floods, earthquakes, etc.), and if Leased Premises are partially or totally unusable, Landlord shall be responsible for the costs of repair not covered by insurance.

6. Alterations and Improvements.

Tenant shall not make any alterations or improvements to the leased premises without the advance written approval of the Landlord.

7. Insurance.

A. Landlord shall maintain general property insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, located in the Leased Premises.

B. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance and maintain professional liability insurance with respect to their respective activities on the Premises, with the premiums thereon paid fully on or before the due date. Such insurance shall afford minimum protection of not less than \$1,000,000.00 combined single limit coverage of bodily injury, property damage or combination thereof.

8. Utilities.

Landlord shall pay all charges for water, sewer, gas, electricity, garbage, and internet during the term of this Lease unless otherwise expressly agreed in writing by Landlord. Tenant shall pay charges for independent telephone lines Tenant installs and any other services and utilities not covered by Landlord in this agreement used by Tenant on the Leased Premises. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants. Installation of Technological Equipment/Hardware is subject to approval by the Landlord Information Technology (IT) designated Administrator prior to installation.

9. Signs.

All permanent signs/symbols must be pre-approved by the Landlord in writing. Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

10. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

11. Parking.

Parking is not included in this lease. Parking spaces are available for lease from private companies or the City of Olympia or in public metered locations. Landlord is not responsible for parking violations made by Tenant or any of Tenants employees, clients, or volunteers.

12. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

Tenant will participate in required building meetings including safety meetings as scheduled on regular basis. Tenant will report any workplace injuries or safety hazards in the building to the appropriate FSC official immediately and will participate in regular safety trainings as scheduled by the Landlord. Tenant and Landlord will each respectively comply with Washington State Labor and Industries Laws as required.

The Tenant agrees to work collaboratively with the Landlord, Family Support Center and other building Tenants to achieve an efficient, culturally relevant, client-centered delivery system which will empower families to obtain self-sufficiency, foster healthy child development, and reach their educational and vocational goals. The Tenant agrees to provide Landlord with program statistics needed for such purposes as annual reports and to pursue collaborative grant opportunities if both parties agree, upon request.

13. Default.

If default shall at any time be made by Tenant regarding the terms of consideration for use of such space, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention. 15.

14. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

The Family Support Center of South Sound
Attn: Schelli Slaughter, Executive Director
PO Box 784
Olympia, WA 98507
Business Phone: 360-754-9297 ext. 211
Cell Phone 360-888-0928
Email: Schellis@fscss.org
Fax: 360-528-2004

If to Tenant to:

City of Olympia Parks, Arts, & Recreation
Attn: Paul Simmons, Parks, Arts & Recreation Director
222 Columbia Street NW
Olympia, WA 98501

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

15. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

16. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

17. Conflicts between this Agreement and Original Lease Agreement (Exhibit B). The parties understand that the Original Lease Agreement is the controlling document between the parties and that anything expressed herein that is determined to be contrary to the terms of the Original Lease Agreement is considered ineffective and is, therefore, effectively stricken. If the purpose of this Agreement can be carried out without that stricken portion, the remainder of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date of the last authorizing signature affixed below.

LANDLORD:

THE FAMILY SUPPORT CENTER OF SOUTH SOUND, OLYMPIA, WA

X _____

Schelli Slaughter, Executive Director

Date

X _____

Sara Holt-Knox, Board Chair

Date

TENANT:

City of Olympia

X _____

City Manager

Date

APPROVED AS TO FORM

X *J. Harlsen* 2/1/2015

Assistant City Attorney

Date