

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Lease"), is entered into as of the **1st of July 2020**, by and between Pleasant Valley School District ("Landlord"), and Peak Prep Pleasant Valley ("Tenant").

1. Property Leased. Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the property located in the City of Camarillo, County of Ventura, State of California, described as follows (the "Premises"):

Classroom TBD, for exclusive use, with access to adult restrooms, at the Landlord's Pleasant Valley School of Engineering and Arts Early Education Center site (the "School Site"), located at 550 Temple Avenue, Camarillo, California, 93010.

2. Term.

(a) The term of this Lease is ten months, commencing September 1, 2020 and ending June 30, 2021. Upon mutual agreement of Tenant and Landlord, if Tenant is not then in default under this Lease, and if facilities are available at the School Site, the parties may consider extending the term of this Lease for successive periods of one (1) year each upon the same terms and conditions of this Lease, subject to cost escalations.

(b) Notwithstanding the foregoing Section 2(a), Tenant or Landlord may terminate this Lease at any time by delivering written notice to the other party no less than ninety (90) days prior to the effective date of such termination. In the event of termination of this Lease in accordance with this Section 2(b), any rent prepaid by Tenant will be prorated by Landlord and that portion applicable to any period subsequent to the effective date of termination will be returned to Tenant.

3. Rent; Facilities Use Fee. Tenant shall pay to Landlord a monthly facilities use fee of \$1,183.50 (one thousand, one hundred, eighty-three dollars and fifty cents). Landlord shall invoice the Tenant on a monthly basis.

4. Holdover. If Tenant fails to vacate and surrender the Premises on or before the expiration date of this Lease, and this Lease is not renewed pursuant to Section 2(a), the tenancy shall, at Landlord's option, be deemed a tenancy from month to month, until the tenancy is terminated in a manner prescribed by law.

5. Use; Program Obligations. The Premises shall be used solely for Tenant's student records storage needs and administrative office space. The Tenant will provide appropriate furniture, supplies and staff to conduct their activities. Tenant shall be responsible for providing all staff, supplies, materials, and any other services or personnel necessary or desirable for Tenant's operation, and Tenant acknowledges that within the terms of this contract Landlord is not supplying or providing any of the foregoing services or personnel. No other use is permitted without Landlord's prior written consent. Tenant understands that the school site is an active

campus with students present. Any employees of the Tenant who will enter the school site during school operational hours will only do so after completing the Landlord's Live Scan fingerprint screening process. The Tenant will comply with all applicable laws, ordinances, statutes, regulations and orders (collectively, "Laws") affecting its use of the Premises. Tenant shall not use the Premises to, and shall ensure that guests and invitees of Tenant do not, disturb, annoy, endanger, or interfere with others at the School Site, or use the Premises for any unlawful purpose or commit a waste or nuisance on or about the Premises.

6. Condition of Premises. Tenant has examined the Premises and acknowledges that the Premises is clean and in operative condition and accepts the Premises "as is."

7. Alterations. Tenant shall not make any alterations whatsoever in or about the Premises without Landlord's prior written consent. Any alterations to the Premises shall be done in accordance with all applicable Laws and with required permits. Tenant shall give Landlord advance written notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. However, Landlord may require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

8. Parking. Tenant is entitled to use unreserved vehicle parking spaces located at the School Site. Parking spaces are to be kept clean. No overnight parking is permitted.

9. Insurance. Tenant's personal property, fixtures, equipment, and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant shall carry its own property insurance to protect Tenant from any such loss.

10. Utilities. Landlord shall provide for water, sewer, electrical, phone, heating and cooling, and internet utilities on the Premises.

11. Maintenance. Subject to the following sentence, Landlord shall professionally maintain the Premises in a clean and orderly condition, free of all litter, garbage, debris and refuse, including keeping glass, windows and doors in operable and safe condition. Landlord shall maintain the electrical, heating, ventilation, air conditioning, plumbing, roof, foundation, exterior walls, and other common areas at the School Site; provided, however, Tenant shall be responsible for any maintenance which may be required by reason of neglect or misconduct of Tenant, its agents, servants, employees, invitees or contractors.

12. Entry by Landlord. Landlord may enter upon the classroom portion of the Premises at all reasonable times to examine the condition thereof, and for the purpose of providing maintenance and cleaning and making such repairs as Landlord is obligated to make.

13. Subletting and Assignment. Tenant shall not sublet or assign or transfer this Lease or any interest in it without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer or encumbrance of the Premises is null and void, and, at the option of Landlord, terminates this Lease. No sublease, assignment or transfer of this Lease shall relieve Tenant with respect to any liabilities and obligations hereunder. The consent by Landlord to an assignment hereunder shall not in any way be construed to relieve Tenant from obtaining the express written consent of Landlord to any further assignment.

14. Damage to Premises or Lack of Access Due to Construction. If the Premises is damaged or destroyed by any cause not the fault of Tenant, Landlord shall have the right, at Landlord's sole cost and expense to repair it, and the rent payable under this Lease shall be abated for the time and to the extent Tenant is prevented from occupying the Premises. Notwithstanding the foregoing, if the Premises is damaged or destroyed and Landlord elects not to repair it or repair of the damage or destruction cannot be completed within 90 days: (i) Landlord may, in lieu of making the repairs required by this paragraph, terminate this Lease by giving Tenant thirty (30) days' written notice of termination; or (ii) Tenant may terminate this Lease by giving Landlord thirty (30) days' written notice of termination. Tenant recognizes that during summer recess periods (approximately June to August) and holiday breaks the Landlord may need to complete facility repairs and infrastructure replacement that may render the premises unfit for occupation for the duration of the construction. For any period of time for which the Tenant has a lack of access due to construction, the Landlord shall abate the rent. Landlord will provide the Tenant as much notice as possible of anticipated construction.

15. Hazardous Materials. Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are a part.

16. Tenant's Obligations Upon Vacating Premises. Upon termination of this Lease, in addition to any obligations imposed by Section 8, Tenant shall: (i) give Landlord copies of all keys or opening devices to the Premises, including any common areas; (ii) vacate the Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage areas; and (iv) deliver the Premises to Landlord in the same condition as referenced in Section 7, ordinary wear and tear excepted.

17. Indemnification. To the fullest extent permitted by law, Tenant agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Tenant or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Tenant, whether such act or omission is authorized by this Agreement or not. Tenant also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Tenant, Tenant's agents, employees, participants, vendors, customers or subcontractors. Tenant further

hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

18. Force Majeure. Neither party will be liable for failure or delay to perform obligations under this Agreement which have become practicably impossible or infeasible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include, without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; civil unrest or riots; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All due dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent duties and obligations for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

COVID-19: Tenant acknowledges the Coronavirus (COVID-19) pandemic is a worldwide risk to human health. COVID-19 is highly contagious and can spread easily and exponentially. While persons of all ages are at risk of contracting COVID-19, persons with compromised immune systems and older persons may be at particular risk. With full awareness and appreciation of the risks involved, Tenant, for itself, its agents, employees, participants, vendors, customers and subcontractors, hereby forever releases, waives, discharges, holds harmless and covenants not to sue District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from any and all liability claims, demands, actions or causes of action whatsoever directly or indirectly arising out of or related to any loss, damage or injury, including death, that may be sustained by Tenant, its agents, employees, participants, vendors, customers and subcontractors related to COVID-19 regardless of whether caused by the negligence of the District, its governing board, officers, agents, employees successors, assigns, independent contractors and/or volunteers, any third party using the facility subject to this Agreement or otherwise while participating in any activity while in, on or around the facility or while using the facility, equipment or furnishings.

Tenant agrees to taking all steps and action necessary or required to address the COVID-19 pandemic with respect to this Agreement, including, but not limited to, ensuring any of Tenant's agents, employees, participants, vendors, customers, subcontractors and volunteers comply with all current and subsequent requirements and recommendations issued by any governmental agency (including the City, County, State or Federal Government and related health care agencies) related to the COVID-19 pandemic that are applicable to the Property. Tenant shall be solely responsible for determining and implementing the specific actions and requirements applicable to purpose of this Agreement for the activity to be conducted at the Property, including, but not limited to, any limitation of the number of attendees, required protective apparel (e.g. face mask, gloves), social distancing requirements or recommendations applicable at the time, implementing any cleaning measures required or suggested to ensure the property is safe for use prior to any of Tenant's,

agents, employees, participants, vendors, customers, volunteers and/or subcontractors enter the Property and similarly adequately cleaning the Property after any such use as required.

19. Attorneys' Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. Entire Agreement. This Lease contains the entire understanding of the parties hereto with respect to the subject matter hereof and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

21. Amendment. Subsequent to approval by the respective Boards of Trustees of the Landlord and Tenant, this Lease may be terminated, extended or amended in writing by the mutual consent of the parties hereto. Such modification may be executed by the Head of Schools of the Tenant and by the Superintendent of the Landlord.

22. Partial Invalidity. If any term, covenant, condition or provision of this Lease is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

23. Interpretation; Headings. Section headings in this Lease are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Lease. Time is of the essence in this Lease.

24. Waiver. No waiver by Landlord or Tenant of any default or breach of any term, covenant or condition hereof shall be construed as a waiver of any other term, covenant or condition or of any subsequent default or breach of the same or any other term, covenant or condition, nor shall any custom or practice that may develop between the parties be construed so as to waive or lessen the right of Landlord or Tenant to insist upon the performance by the other of any term, covenant or condition hereof.

25. Operational MOU. The operational MOU between Pleasant Valley School District and Peak Prep Pleasant Valley supersedes the terms of this contract. No terms or provisions described herein shall be interpreted to waive the rights or amend the terms set forth in the operational MOU. If any term or provision of this lease is determined to be in conflict with the provisions and terms of the operational MOU, the terms of the operational MOU shall take precedence. The remainder of the provisions of this agreement shall remain in full force.

26. Fire & Safety Rules.

- Flammable decorations, including stage scenery shall be fire resistant or flame proofed in accordance with the State Health and Safety Code.
- NO Smoking or other use of tobacco, drugs, or alcohol shall be permitted on the premises.

Other Rules.

- School property must be protected from damage and mistreatment, and ordinary precautions must be maintained. Should school property be damaged or abused beyond normal wear, such damage will be paid for by the Tenant involved, and shall be sufficient cause for cancellation of future use.
- All lights must be turned off when leaving and all doors locked and secured.
- No pesticides, herbicides or rodenticides of any type should be applied to, or used on district premises.
- Prohibited on school property: animals (with the exception of active service dogs), firearms, pellet guns, BB guns, sling shots, archery, discus, javelin, shot put, roller hockey, riding of tricycles, scooters, go-carts, motor scooters, bicycles and skateboards (except for riding to and from school), automobiles, running of model and miniature cars or model planes and rockets, skating, horseback riding, and hitting of golf balls.

27. Notices and Payments. All notices required by this Lease shall be in writing and all notices and payments shall be made as follows:

If to Landlord:

Pleasant Valley School District  
600 Temple Ave.  
Camarillo, CA 93010  
Attn: Assistant Superintendent, Business Services

If to Tenant:

Peak Prep Pleasant Valley  
2150 Pickwick Dr., Box #304  
Camarillo, CA 93010  
Attention: Head of Schools

**IN WITNESS WHEREOF**, the parties have executed this Lease of the date first written above.

PLEASANT VALLEY SCHOOL DISTRICT

PEAK PREP PLEASANT VALLEY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

"LANDLORD"

"TENANT"