

RENTAL AGREEMENT
Between
The Campbell Union School District
And
Rossinca Carden International STEAM Academy
2018-19 School Year

This agreement is entered into between Campbell Union School District (“District”) and Rossinca Carden International STEAM Academy (“Tenant”), a private school, for the rental of rooms located at Monroe Middle School, 1055 South Monroe Street, Campbell, CA 95128. The rental agreement is for a term of one year commencing on February 1, 2019 and ending on January 31, 2020.

Description of Rooms:

The following rooms will be rented out to Rossinca Carden International STEAM Academy:

Classroom 46 and 47	1920 sq. ft.
Classroom 54, 55, 56, 57	3840 sq. ft.
Total Rental Space	5760 sq. ft.

Rental Rate:

Rates are calculated according to the following chart:

	Sq. Ft.	Rate (per sq. ft.)	Monthly Rate
With 45 Students	5760	\$2.24	\$12,902.40

Payment is due on the first of each month.

Parking:

Tenant understands that there is limited parking space for Monroe Middle School staff. Tenant agrees that Rossinca Carden International STEAM Academy’s staff will not park in Monroe Middle School’s staff parking lot.

Custodial Obligations:

Tenant shall provide its own custodial services, which shall include keeping all walkways and blacktop areas swept and clear of debris, the restrooms clean and odor free, and the entire property free of litter.

Maintenance of Site:

Tenant acknowledges said leased premises are in good repair and order, unless otherwise indicated herein.

Maintenance and repairs that would naturally occur through operation of the buildings shall be made by the Tenant.

Operations:

Tenant is responsible for installing at Tenant's expense a District approved fence that separates the main school campus from the leased classroom(s). District will provide specifications for the type and location of the fence.

Utilities:

District shall be responsible for providing electric, gas, water, and garbage. Tenant shall be responsible for their own phone, internet services, and security system. Tenant shall comply with all present and future conservation programs required by federal, state or local laws.

Insurance:

By requirement of Campbell Union School District's insurance program, Tenant must be insured and provide the District a certificate of general liability insurance coverage. Tenant must submit proof of insurance in the form of a Certificate of Insurance. The Certificate must show Campbell Union School District as both the "Certificate Holder" and "Additional Insured".

Coverages must include: General Liability - \$2,000,000 per occurrence and \$4,000,000 general aggregate Automobile Liability - \$1,000,000 per occurrence, Workers Compensation – Statutory Limits

Personnel:

Tenant is responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health & Safety Code, § 1500 et seq.).

Indemnity:

To the fullest extent permitted by law, Tenant shall hold harmless, defend at its own expense, and indemnify Campbell Union School District, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Tenant or its officers, agents, employees, and subcontractors arising out of and in the performance of any and all services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Campbell Union School District's sole negligence or willful acts.

Security Deposit:

A security deposit in the amount of five thousand dollars (\$5,000.00) shall be placed with the District no later than January 20, 2019 to be used for the repair or restoration of facilities or damages or conditions that result from unusual wear and tear or misuse of the Property or any improvements thereon, and/or any other expenses incurred by the District as a result of Tenant's occupancy. In the event that the District uses any or all of this deposit to fulfill any

obligation of Tenant pursuant to terms of this lease, Tenant shall make further deposits to that the amount retained by the District is no less than five thousand dollars (\$5,000.00). No interest shall accrue to Tenant for funds retained by District pursuant to the terms of this paragraph. Any unexpended and uncommitted security deposit shall be reimbursed to Tenant in a timely manner following expiration or termination of this lease.

CAMPBELL UNION SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

Date: _____

ROSSINCA CARDEN INTERNATIONAL STEAM ACADEMY

By: _____
Name: _____
Title: _____

Date: _____