

**OFFICE SPACE LEASE**

**THIS LEASE AGREEMENT** ("Agreement") is made as of this day of \_\_\_\_\_  
\_\_\_\_\_ 2018, between the Boys & Girls Club of Truckee Meadows, a Domestic Non Profit Corporation ("Landlord"), and EnCompass Academy, a Domestic Non Profit Corporation ("Tenant").

**WITNESSETH:**

**WHEREAS**, Landlord is the owner of certain improved real property commonly known as 1300 Foster Dr., Reno, NV 89509 (the "Property") and consisting of a building containing office spaces (the "Building") and surrounding parking lot, landscaped areas, customer waiting room and internal walkways, bathrooms and professional facilities (the "Common Areas").

**WHEREAS**, Tenant desires to lease a portion of the Building for class rooms, as more particularly described in Paragraph 4.2 below (the "Premises").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

**1. Lease of Premises.**

The location of the Premises shall be subject to Landlord's and Tenant's mutual approval, and may be moved from time to time during the Lease Term within the Building. Subject to the terms and conditions set forth in this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises.

**2. Term.**

The term of this Lease (the "Lease Term") shall commence on August 6, 2018 and shall continue for twelve (12) consecutive months. Either party shall have the right to terminate this Lease for any reason or for no reason upon six (6) month prior written notice to the other party.

The lease can be extended on a year to year basis provided that Tenant gives notice of renewal ninety (90) days before termination of existing Lease. The Lease amount will be based on a per student cost explained in item (3).

**3. Rent.**

Tenant shall pay to Landlord \$1,000 per student with the minimum sum of SEVEN THOUSAND Five Hundred and NO/100 DOLLARS (**\$7,500.00**) per month (the "Rent") on the first day of each calendar month, for the twelve months, during the Lease Term in lawful money of the United States without notice, demand, deduction, or offset. Student counts will be conducted FOUR (4) times per year (July 1<sup>st</sup>, October 1<sup>st</sup>, January 1<sup>st</sup> and April 1<sup>st</sup>) and after they are reported to the Club, the adjusted rate will take effect the following month. If the total student average exceeds 90, then \$1,000, will be charged for each student above the minimum 90 prorated monthly (\$83.33 per student).

**4. Use of Premises.**

4.1. Tenant shall use the Premises only in connection with its charter school business and for no other purpose without the prior written consent of Landlord. In connection with such use, Tenant shall comply with all statutes, laws, ordinances, governmental regulations and orders and municipal codes affecting Tenant's use of the Premises. The maximum number of students shall not exceed 125.

4.2. Tenant and its employees, officers and business invitees shall have a non-exclusive right to use the classrooms identified as classrooms A, B, youth Learning Center, Youth Art Room, Teen Learning Center, Teen Art Room, the exact location of the rooms will be agreed upon by Landlord and Tenant, and agreed upon Common Areas from August 6, 2018 thru June 9, 2019 from 7:00 am until 2:00 pm. The leased space and common space area will be available to Tenant in accordance with Washoe County School District calendar year and will not include school breaks throughout the school year.

The upstairs offices will be for the year.

Landlord agrees to provide additional usage of areas based on availability and approval from the Landlord's staff at the request of Tenant. Tenant agrees to modify use of assigned areas based on the needs of Landlord with proper notice. Tenant will have staff supervision when using the above named areas. Tenant maintains full responsibility for the safety and supervision of these youth during this time.

**5. Membership requirements.**

Tenant will require all students to complete a Landlord membership application. Tenant's students will be required to scan in and out on days of use. Landlord agrees to waive the \$20.00 a year membership fee. Tenant will assure that all students will scan in upon arrival and out upon departure. Tenant will be required to maintain an additional set of membership cards for all tenant students for the purpose of scanning Tenant students in & out, if a Tenant student forgets, losses, or otherwise does not have a membership card during arrival and/or departure of class.

**6. Staff Requirements.**

Tenant staff will be required to complete Landlord's volunteer paperwork, including fingerprint verification.

**7. Supplies.**

Supplies used by Tenant for daily instruction will be provided by Tenant and stored in the designated Tenant cabinet in each classroom, or a lockable rolling cabinet in the storage space provided upstairs or in the upstairs office.

**8. Meals.**

Landlord agrees to provide cafeteria space for lunch from 11:45 am to 1:00 pm at a price determined by the parties.

**9. Equipment Use.**

Tenant agrees to use Landlord's equipment when possible. In cases where Landlord cannot provide needed equipment, Tenant will provide their own equipment.

**10. Landlord Liability.**

Landlord shall not be liable for any damage or injury to the person, business (or the loss of income therefrom) or other property of Tenant caused by or arising out of the condition of the Premises or conditions arising in or about the Premises including, without limitation, caused by (a) fire, steam, electricity, water, or gas; (b) acts of God, including, without limitation rain and wind; and (c) the breakage, damage or leakage of pipes, sprinklers, wires, appliances or HV AC equipment, which Tenant hereby waives and releases Landlord of to the fullest extent permitted by law. Notwithstanding the foregoing, Tenant's waiver and release shall not apply to any such damage or injury caused by Landlord's gross negligence or willful misconduct. Notwithstanding any term or provision of this Lease to the contrary, the liability of the Landlord for the performance of its duties and obligations under this Lease shall be limited to Landlord's interest in the Property and neither Landlord nor its shareholders, officers, directors, or other principals shall have any personal liability under this Lease.

**11. Default.**

11.1. The following shall constitute events of default (individually, a "Default") under this Lease:

(a) Any failure by Tenant to pay any amount due under this Lease if such failure is not cured within ten (10) days following written notice from Landlord; or

(b) Any failure by Tenant to cure within thirty (30) days of delivery of written notice from Landlord any default in the performance of any other of the terms, conditions, obligations, or covenants of this Lease to be observed or performed by Tenant; or

(c) If Tenant abandons or vacates the Premises prior to the expiration or earlier termination of the Lease Term; or

(d) If (i) Tenant makes a general assignment or general arrangement for the benefit of creditors; or (ii) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (iii) a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Premises and possession is not restored to Tenant within thirty (30) days; or (iv) substantially all of Tenant's assets located at the Premises is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days.

11.2. In the event of a Default, Landlord, in addition to any other rights or remedies it may have at law or in equity, shall have the right to (a) recover all damages incurred by Landlord by reason of Tenant's Default; and/or (b) terminate this Lease.

**12. Damage and Destruction; Condemnation.**

12.1. In the event of the total or partial damage or destruction of the Premises by casualty or other cause, either party shall have the right to terminate this Lease. If all or part of the Building other than the Premises is so damaged or destroyed, Landlord shall have the right to terminate this Lease. If all or any portion of the Building is taken under the power of eminent domain or sold under the threat of that power, and if such taking materially and adversely affects Landlord's or Tenant's use or enjoyment of the Building or the Premises, respectively, or the operation of their business therein, then either party so affected shall have the right to terminate this Lease. In any such case, Landlord shall have the right to receive and keep any and all insurance proceeds (other than paid to Tenant under a policy covering Tenant's personal property maintained by Tenant at Tenant's expense) and any condemnation award paid or payable in connection therewith, and Tenant shall have no right or interest thereto.

12.2. Tenant shall indemnify and save the landlord harmless from and against any loss, damage and liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of the Tenant, its agents, business invitees or employees. In this connection, Tenant shall maintain public liability insurance upon the leased premises for the protection of Tenant and Landlord, and in their respective names, to the extent of not less than \$1,000,000.00 for injury to any one person and \$2,000,000.00 for injury to more than one person and to the extent of not less than \$50,000.00 for injury to property. The policy or policies of such insurance, or certificates or copies thereof, shall be delivered to and held by Landlord during the term of this lease and any renewal thereof.

**13. Miscellaneous Provisions.**

13.1. Any notice which either party shall give to the other, and all payments required under this Lease, shall be delivered in writing and mailed to Landlord at the Building and Tenant at the Premises.

13.2. Landlord shall have the right to subordinate this Lease to any ground lease, deed of trust or mortgage encumbering the Property, any advances made on the security thereof, and any renewals or modifications thereof. Tenant shall cooperate with Landlord and any lender which is acquiring a security interest in the Property. Tenant shall attorn to any successor in interest of Landlord, provided that such successor shall not terminate this Lease, except pursuant to its terms and provisions.

13.3. In the event of any action for breach of, to enforce the provisions of, or otherwise arising out of or in connection with this Lease, the prevailing party in such action, as determined by the court in such action, shall be entitled to receive its reasonable attorneys' fees and costs from the other party.

13.4. This lease contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties with respect thereto, whether verbal or in writing. This Lease may not be altered, amended, changed, terminated or modified in any respect unless the same shall be in writing and signed by the party to be in charge.

13.5. This Lease shall be construed in accordance with the laws of the State of Nevada. If any provision or part of this Lease shall be held by a court of competent jurisdiction to be invalid or prohibited, such provision or part shall be ineffective only to the extent of such invalidity or prohibition, without validating the remainder of such provision or part or the remaining provision or this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease effective as of the date first set forth above.

"Landlord"

Boys and Girls Club of Truckee Meadows, a domestic non-profit corporation

By: \_\_\_\_\_  
Michael P. Wurm  
Chief Professional Officer

"Tenant"

EnCompass Academy

By: \_\_\_\_\_  
Toby Wiedenmayer, BEC038E90622419...  
Principal

DocuSigned by:  


