

LICENSE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2010, by and between the Warren County School District having its principal administrative office at Warren County School District Central office, 185 Hospital Drive, Warren Pennsylvania, 16365 and the Jefferson DeFrees Family Center, a non—profit corporation having its place of business at 207 Second Avenue, Warren, Pennsylvania 16365.

WHEREAS, the Jefferson DeFrees Family Center desires to conduct a state-licensed Child Care After School Program in the following Warren County School District schools: Beaty-Warren Middle School, Sugar Grove Elementary School, Russell Elementary School and Youngsville Elementary/Middle School and, pending enrollment, possibly Allegheny Valley Elementary School, to provide a variety of activities designed to meet the social, recreational, development and self-esteem enhancement needs of children.

WHEREAS, the Jefferson DeFrees Family Center and the Warren County School District wish to establish their respective obligations with respect to such child-care program on District premises.

NOW, THEREFORE, the Jefferson DeFrees Family Center and the District, intending to be legally bound hereby, agree as follows:

1. Provision of Facilities.

(a) In consideration of the covenants stated herein, the District agrees to provide an area within Warren County schools, as listed above, consisting of one (1) classroom where available and the usage of the gymnasium or cafeteria in relation to the conduct of the Child Care Program. In connection with the use of the foregoing premises, the district also agrees to provide the Jefferson DeFrees Family Center access to the following:

- i. Boys and girls restrooms as designated by the District;
- ii. Reasonable space for storage provided by the Jefferson DeFrees Family Center as designated by the District;
- iii. The recreational area of the gymnasium and/or cafeteria after school and during teacher in-service days;
- iv. Outdoor play space adjacent to the elementary schools as designated by the District.

(b) The District shall provide access to the designated areas and rooms only on Mondays through Fridays, following the District school calendar beginning at 2:45pm and ending on those days at 6:00 p.m. The District shall not be obligated to provide and the Jefferson DeFrees Family Center shall not be entitled to access to the aforesaid premises prior to the aforesaid commencement time, subsequent to the aforesaid ending time or on Saturdays, Sundays, during holiday closings or summers. District shall, at all times, have access to the Premises.

(c) Jefferson DeFrees Family Center agrees that it will utilize the premises for the sole purpose of operating a Child Care Program.

(d) Jefferson DeFrees Family Center has had a full opportunity to inspect and examine the subject premises and accepts the premises in an “AS IS” condition, with any and all defects that presently exist or that may arise in the future on account of any cause or reason.

2. Operation and Conduct of the Child-Care Program.

(a) The Child Care Program to be operated by the Jefferson DeFrees Family Center or their contracted partners, on the District’s premises shall be restricted to Kindergarten children through Grade six.

(b) The Jefferson DeFrees Family Center shall prepare and submit all necessary applications to the Department of Public Welfare to become state licensed child-care centers and shall secure all other licenses and permits necessary for the operation of the child-care program. The District shall have no obligation to secure or submit any application license or permit, excepting a building occupancy permit, in relation to the operation and conduct of the child-care program. Prior to the commencement date hereof, the Jefferson DeFrees Family Center shall provide the district with written evidence of its securement of its state license to conduct a child-care program.

(c) All persons engaged in the operation and conduct of the child-care program shall be employees of the Jefferson DeFrees Family Center or its contracted partners and will not be regarded as employees, agents or representative of the district. All compensation, benefits and other terms and conditions of employment of such persons shall be the exclusive responsibility of the Jefferson DeFrees Family Center or its contracted partners. The District shall have no obligation to provide any compensation, benefit, direction, assistance or supervision to any person engaged in the operation and conduct of the child-care program.

(d) At all times, the Jefferson DeFrees Family Center or its contracted partners shall employ and assign appropriate and sufficient staff to reasonably supervise children attending the child-care program and shall endeavor to protect against and prevent damage to the District’s personal property, buildings and grounds or injury to persons while on the District’s premises.

(e) All equipment, supplies, foodstuffs and beverages used in the operation and conduct of the child-care program shall be provided by the Jefferson DeFrees Family Center or its contracted partners or the child-care program participants. The District shall have no obligation to provide any equipment, supplies, foodstuffs or beverages in the operation and conduct of the child-care program.

(f) The Jefferson DeFrees Family Center shall maintain all records, invoices and statements relating to the child-care program, shall be responsible for receiving and responding

to all communications with persons concerning any aspect of the child-care program, and otherwise shall be responsible for the daily administration, supervision and operation of the child-care program. The District shall have no obligation to provide or perform record keeping, administrative, supervisory or operational services or assistance in relation to the child-care program.

(g) The operation of the child care program shall not interfere with the normal operation or maintenance of the District's school building or the conduct of events or activities sponsored, conducted or operated by the District.

(h) Except as hereinbefore provided for the provision of designated building, areas and rooms, the District shall have no obligation, responsibility or liability in the operation and conduct of the child-care program.

3. Term of Agreement.

The term of this agreement shall commence on August 26, 2008 to June 5, 2009. This agreement shall automatically renew from year to year, unless terminated in writing by either party at least 60 days prior to the renewal date.

4. Reimbursement - Offset For Utilities

The Jefferson DeFrees Family Center shall pay to the Warren County School District one hundred dollars (\$100.00) per month for each District school utilized by Jefferson DeFrees Family Center for the reimbursement of utility costs incurred by the District.

5. Reimbursement of Maintenance/Repair Costs.

In the event of any damage to the premises or to equipment or personal property of the District caused in whole or in part by the Jefferson DeFrees Family Center, its staff or participants or others involved in the Jefferson DeFrees Family Center child-care program or in connection with the operation of the child-care program, the Jefferson DeFrees Family Center shall promptly notify the District of the damage or loss. Upon notification of such damage or loss, the District, at its option, may (1) direct the Jefferson DeFrees Family Center to repair or remedy the damage or loss at the Jefferson DeFrees Family Center expense, or (ii) repair or remedy the damage or loss and invoice the Jefferson DeFrees Family Center for the cost hereof which invoice shall be payable by the Jefferson DeFrees Family Center within thirty (30) days thereof.

6. Insurance.

During the term of the Agreement, the Jefferson DeFrees Family Center and its contracted partners shall maintain in full force and effect insurance coverage in amounts acceptable to the District, with said insurance covering all operations of the Child Care Program

on the premises. The Jefferson DeFrees Family Center shall provide the district with certificates of insurance which identifies the District as an "Additional Insured".

7. Indemnification.

In the conduct of its operations hereunder, Jefferson DeFrees Family Center agrees to comply with all local, state and federal laws and regulations applicable at any time. The Jefferson DeFrees Family Center shall defend, indemnify, hold free and save harmless the District from any loss, actions, demands, suits, judgments and claims of any kind (and regardless of when any claims are asserted), including any expense, reasonable attorneys' fees or costs incident thereto, filed or presented by any person or entity in connection with, arising from or in relation to the acts or omissions of the Jefferson DeFrees Family Center, its officers, employees, agents, or representative, in the conduct and operation of the child-care program on the premises of the District.

Jefferson DeFrees Family Center's obligations in accordance with this provision shall survive the termination of this Agreement.

8. No Assignment.

This Agreement, and the Jefferson DeFrees Family Center's rights and obligations hereunder, may not be assigned to any other party without the prior written consent of the District and the ratification of the same by recorded vote of a majority of the members of the Board of School Directors of the District.

9. Entire Agreement.

This Agreement embodies the entire understanding between the parties and supersedes any other prior or contemporaneous oral or written proposal, representation or agreement relating to the subject matters hereof. No change, alteration or modification hereof may be made except in writing signed by the parties hereto and subject to the ratification of the same by recorded vote of a majority of the members of the Board of School Directors.

10. Savings Clause

If any paragraph or term of this Agreement is deemed to be unlawful, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall remain binding on the parties hereto.

11. Construction.

The Jefferson DeFrees Family Center and the District agree that, in the construction, interpretation and application of this Agreement, no presumption shall be deemed to exist in favor of or against any party hereto as a result of the preparation and negotiation of this Agreement.

WHEREFORE, in witness whereof, the parties hereto have set their hands and seals the day and year aforesaid.

Attest:

SCHOOL DISTRICT

Board Secretary

President, Board of School Directors

Attest:

Jefferson DeFrees Family Center

Executive Director