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license ageement final with Exhibit Executed**

Execution Version

LICENSE AGREEMENT

BETWEEN

ALL SOULS CHURCH, WASHINGTON, D.C.  
GRANTOR

and

CHARTER SCHOOL INCUBATOR INITIATIVE  
GRANTEE

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Dated: May 20, 2015

## LICENSE AGREEMENT

This License Agreement (the "Agreement") is dated May 20, 2015 by and between All Souls Church, Washington, D.C., a District of Columbia nonprofit corporation, located at 1500 Harvard Street NW, Washington, DC 20009 (hereinafter "Grantor"), and Charter School Incubator Initiative, a Delaware nonprofit corporation, with offices at 910 17<sup>th</sup> Street NW, Washington, DC 20006 (hereinafter "Grantee").

### INTRODUCTORY STATEMENTS

A. Grantor has agreed to license a portion of its building to Grantee as outlined in Exhibit A (the "Premises") and Grantee has agreed to accept such license the Premises from Grantor, on the terms and conditions contained herein.

B. Grantor and Grantee desire to enter into this Agreement defining their respective rights, duties and liabilities relating to the Premises.

### WITNESSETH

NOW THEREFORE, Grantor and Grantee, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and each with intent to be legally bound, for themselves and their respective successors and permitted assigns, agree as follows:

1. **AGREEMENT**

Grantor, for and in consideration of the Grantee's payment of the Annual Usage Fee (defined in Section 4 below) and performance of the covenants contained in this Agreement, does hereby license to Grantee, and Grantee does hereby license from Grantor, the Premises. Grantor shall deliver the Premises "as is" and no modifications will be made prior to occupancy by the Grantee. Grantor and Grantee shall inspect the Premises prior to occupancy to identify any damage or items in need of repair. Grantee shall use the Premises only for general office purposes and the conduct of charter school operations therein. Notwithstanding anything herein to the contrary, prior to the Commencement Date (defined herein), Grantor and Grantee agree that Grantor will deliver possession of the Premises to Grantee in good, vacant, broom clean condition, with all building systems in good working order, in compliance with all laws and with a Certificate of Occupancy. Grantee's acceptance of the Premises shall not be deemed a waiver of Grantee's right to have defects in the Premises repaired at no cost to Grantee. Grantee shall give notice to Grantor whenever any such defect becomes reasonably apparent, and Grantor shall repair such defect as soon as practicable.

2. **SECURITY DEPOSIT**

Upon execution of this Agreement, Grantee shall deliver to Grantor the sum of ten thousand dollars (\$10,000) as a security deposit hereunder ("Security Deposit"). The Security Deposit shall be placed in an interest bearing account for the benefit of Grantee. Upon

expiration of this Agreement at Term or earlier termination of this Agreement, the Security Deposit together with any interest earned thereon shall be returned to Grantee; provided, however, that if any Event of Default (as set forth in Section 7 below) exists, the Security Deposit will be applied against the costs of remedying any such Event of Default, and any excess proceeds thereafter remaining from the Security Deposit will be returned to the Grantee; provided, further, that in the event that this Agreement is terminated by the Grantee during the Term or due to the actions of the Grantee prior to commencement of the Term, the entire Security Deposit will be forfeited to the Grantor.

3. **TERM**

The term of this Agreement shall commence on July 15, 2015, when Grantor shall deliver possession of the Premises to Grantee in the condition required herein (the "Commencement Date"), and shall continue until July 15, 2018 (the "Expiration Date") (such period shall herein be referred to as the "Term"). Either party shall have the right to terminate this Agreement by delivering written notice to the other party no later than January 15 of each year of the Term, such termination being effective on July 15 of the same year. The parties intend for this Agreement to continue for the full Term, but may be making certain annual amendments to portions of the Agreement based on unknowns in student enrollment, facility allowances, and usage of particular portions of the Premises for future years beyond the first year of the Term. The parties agree to negotiate such amendments in good faith, with the stated intent that a similar licensing relationship between them will continue for at least three years.

4. **USAGE FEE AND OTHER REQUIREMENTS**

For the Term, Grantee promises and agrees to pay Grantor One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) per annum (the "Annual Usage Fee"), to be paid in monthly installments of Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00) per month. In addition to the Annual Usage Fee, Grantee shall pay 30% of all utilities (including water, electric, gas, internet, and trash removal), paid in monthly installments in arrears based on a comprehensive bill with attached copies of actual invoices.

5. **PERMITTED USES OF PREMISES**

For the Term, Grantee shall be expressly permitted to use the following portions of the Premises during the times stated in this Section. Any other uses of any portions of the Premises other than at the stated times will require express permission from the Grantor.

- a. From 9:00 A.M. until 6:00 P.M., Monday through Friday:
  - i. Classrooms 1, 2, 3, and 5.
  - ii. Staff bathroom
  - iii. Student bathrooms in the first hall
  - iv. Necessary walkways throughout the building
  - v. The office closest to the classrooms
  - vi. The gym
  - vii. The playground

- viii. One closet in each of classrooms 1 and 3.
- b. The dining room and kitchen from 1:00 P.M. until 2:00 P.M., and any other times as scheduled between Grantor and Grantee. Such use of the kitchen shall include one-half of a refrigerator and space for a warming oven.
- c. The sanctuary located on the Premises for use once a month (to be scheduled between Grantor and Grantee, with an initial schedule of every first Tuesday of each month, from 9:00 A.M. to 10:00 A.M.) for the purpose of an all school community meeting.
- d. In addition to the above permitted uses, Grantor will work with Grantee in good faith to provide adequate storage space for Grantee's needs.

6. **ASSIGNMENT AND SUBLICENSING**

Grantee shall not have the right to assign this Agreement or sublicense the Premises, in whole or in part, without the prior written consent of Grantor, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the above, Grantor hereby approves an initial assignment or sublicense from Grantee to District of Columbia International School for its use as a public charter school. Prior to the Commencement Date, Grantor shall obtain and provide to Grantee a certificate of occupancy permitting District of Columbia International School's use of the Premises as a public charter school servicing at least grades 6 through 12 (preferably preK-12), with capacity of no more than 160 students and no more than 20 staff members. Grantor's failure to provide such a certificate of occupancy prior to the Commencement Date shall be an event of default and shall terminate this Agreement.

7. **DEFAULT**

a. If Grantee defaults in the performance of any of the covenants, conditions or agreements contained in this Agreement and fails to cure the same within twenty (20) calendar days after receipt of written notice from Grantor for monetary defaults and within thirty (30) calendar days after receipt of written notice from Grantor for non-monetary defaults, Grantor shall be entitled to invoke against Grantee all remedies available at law or equity.

b. Notwithstanding the foregoing subparagraph, Grantee acknowledges and agrees that in the event that Grantee's charter to operate a public charter school is revoked or adversely modified, and such revocation or modification adversely affects Grantee's ability to pay the Annual Usage Fee, as determined by Grantor, such revocation or modification shall be an event of default under this Agreement.

c. In the event either party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, the successful party in such action shall then be entitled to receive and shall receive from the other of said parties, in every such action commenced, a reasonable sum as attorney's fees and costs, to be fixed by the court in the same action.

8. **COMPLIANCE WITH LAWS**

a. Grantee, at its sole expense, shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and municipal governments and of any and all their Departments and Bureaus (“Applicable Laws”) applicable to the use and occupancy of the Premises as a charter school by Grantee. Notwithstanding the foregoing, Grantee shall not be responsible for the compliance of the Premises, or the buildings or structures that improve the Premises, with any Applicable Laws. Notwithstanding anything in this Agreement to the contrary, Grantee shall not be required to comply with or cause the Premises to comply with any Applicable Laws or insurance requirements requiring the construction of alterations unless such compliance is necessitated solely due to Grantee's particular use of the Premises.

b. Subject to Section 16, Grantee shall maintain or cause the Premises to be maintained in good condition and repair throughout the Term.

9. **LIMITATIONS ON GRANTOR'S LIABILITY**

Except as provided herein, Grantee acknowledges that Grantor has made no representations or warranties with respect to the Premises or any fixtures, equipment or other personal property of Grantor included with the Premises except as provided in this Agreement and Grantee accepts the Premises and any such personal property in AS IS condition.

10. **NOTICES**

All notices given pursuant to the provisions of this Agreement shall be in writing, addressed to the party to whom notice is given and hand delivered or sent registered or certified mail, return receipt requested, in a postage paid envelope or by nationally recognized overnight delivery service to the addresses set forth above.

All notices shall be deemed given upon receipt or rejection.

Either party by notice to the other may change or add persons and places where notices are to be sent or delivered. In no event shall either party to this Agreement designate more than three (3) persons to whom it shall request notices be sent.

11. **BROKERS**

Grantor and Grantee each warrants to the other that in connection with this Agreement it has not employed or dealt with any broker, agent or finder. Each party shall indemnify and hold the other party harmless from and against any claim for brokerage or other commissions asserted by any broker, agent or finder.

12. **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall

be deemed an original but all of which, when taken together, shall constitute one and the same instrument.

13. **GOVERNING LAW**

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the District of Columbia (without reference to choice of laws principles thereof).

14. **NO RECORDING**

Grantor and Grantee agree not to record this Agreement or any memorandum of this Agreement.

15. **PUBLIC CHARTER SCHOOL ASSURANCE**

Grantee represents and warrants to Grantor that it is a “public charter school” as defined in Section 38–1800.02 of the District of Columbia Code..

16. **MAINTENANCE AND REPAIRS**

a. Grantee shall keep and maintain the Premises in good condition and repair, reasonable wear and tear, casualties, condemnation, Hazardous Materials (other than those relicensed or emitted by Grantee), alterations or other interior improvements which it is permitted to surrender at the termination of this Agreement and repairs that Grantee is not responsible for under this Agreement, excepted. Notwithstanding the foregoing, Grantor shall have the responsibility to perform, maintain, or construct any repair or improvements, without undue delay and at no cost to Grantee, (a) necessitated by the acts or omissions of Grantor or any other occupant of the building or structure that is located on the Premises (the “Building”), or the respective agents, employees or contractors of Grantor or such other occupant, (b) for which Grantor has a right of reimbursement from others, (c) to the structural portions of the Building, including the Premises, the foundations and areas beneath foundations, (d) which could be treated as a “capital expenditure” under generally accepted accounting principles, (e) to the heating, ventilating, air conditioning, electrical, water, sewer, and plumbing systems serving the Premises and the Building, and (f) to any portion of the Building outside of the demising walls of the Premises.

b. During the Term, Grantee shall provide and pay for its own custodial and day-porter services for the Premises, to be provided Monday through Friday from 9:00 a.m. to 5:00 p.m. and Grantor shall provide night time custodial services for the Premises.

17. **SURRENDER**

Grantee's obligations with respect to the surrender of the Premises shall be fulfilled if Grantee surrenders possession of the Premises in the condition existing at the Commencement Date, ordinary wear and tear, casualties (unless caused by Grantee), condemnation, Hazardous Materials (other than those relicensed or emitted by Grantee in or

about the Premises), excepted. Grantee shall not be required to remove any alterations in the Premises on the date hereof.

18. **SIGNAGE**

Grantee shall have the right to install exterior and interior signage on the Premises with prior approval by the Grantor.

19. **WAIVER OF SUBROGATION**

Notwithstanding anything in this Agreement to the contrary, Grantor and Grantee hereby release each other and their respective agents, employees, successors, assignees and sublessees from all liability for damage to any property that is caused by or results from a risk which is actually insured against, or which would normally be covered by "all risk" property insurance, without regard to the negligence or willful misconduct of the person or entity so licensed. All of Grantor's and Grantee's repair and indemnity obligations under this Agreement shall be subject to the waiver and release contained in this paragraph. Each party shall cause each insurance policy it obtains to provide that the insurer thereunder waives all recovery by way of subrogation as required herein in connection with any injury or damage covered by such policy.

20. **INSURANCE.**

All insurance policies to be obtained by Grantee, or its assigns, where applicable, pursuant to this article: shall be issued by good and solvent insurance companies licensed to do business in the District of Columbia, having in each case a policyholders' rating of no less than "A" in the most current edition of Best's Insurance Reports; and shall be written as primary policy coverage and not contributing with or in excess of any coverage which Grantor, and/or Grantor's mortgagees, may carry.

Grantee shall obtain and maintain in effect at all times during the Term at its sole cost and expense, as follows:

(a) A commercial general liability policy providing the following insurance coverages: bodily or personal injury, death, special form property damage, operations hazard, owner's protective coverage, contractual liability, and products and completed operations liability, with such policy to be in the minimum amounts of \$1,000,000 combined single limit per occurrence, and \$2,000,000 general aggregate.

Grantee's assigns shall obtain and maintain in effect at all times during the Term at its sole cost and expense, as follows:

(a) A commercial general liability policy providing the following insurance coverages: bodily or personal injury, death, special form property damage, operations hazard, owner's protective coverage, contractual liability, and products and completed operations liability, with such policy to be in the minimum amounts of \$1,000,000 combined single limit per occurrence, and \$2,000,000 general aggregate.

(b) A policy of Worker's compensation insurance and employer's liability insurance in such amount as is required by applicable law, ordinance, rule, regulation, order or requirement of governmental authority having jurisdiction, and employer's liability insurance of no less than Five Hundred Thousand Dollars (\$500,000.00), in each case in form satisfactory to Grantor which shall include a waiver of subrogation provision in favor of Grantor.

21. **INDEMNIFICATION**

Grantee shall indemnify and hold harmless Grantor, its partners, officers, directors, employees and agents from and against any and all damages, liabilities, costs and expenses that arise by reasons of injury to or death of any person or damage to or loss of property occurring on, in, or about the Premises by reason of any claim of whatsoever nature of any person or party occasioned by any negligent or intentional act or omission on the part of Grantee, or by any employee, director, officer, servant, agent or contractor of Grantee or by any breach, violation, or nonperformance of any covenant of Grantee under this Agreement. Grantee's obligation under this paragraph shall survive the termination of this Agreement and shall not be limited to the limits or coverage of insurance maintained or required to be maintained by Grantee under this Agreement, except that Grantee's obligation under this paragraph shall not include or extend to any willful or negligent act or omission by Grantor or its partners, officers, directors, contractors, agents or employees.

Grantor shall indemnify and hold harmless Grantee, its partners, officers, directors, employees and agents from and against any and all damages, liabilities, costs and expenses that arise by reasons of injury to or death of any person or damage to or loss of property occurring on, in, or about the Premises by reason of any claim of whatsoever nature of any person or party occasioned by any negligent or intentional act or omission on the part of Grantor, or by any employee, director, officer, servant, agent or contractor of Grantor or by any breach, violation, or nonperformance of any covenant of Grantor under this Agreement. Grantor's obligation under this paragraph shall survive the termination of this Agreement and shall not be limited to the limits or coverage of insurance maintained or required to be maintained by Grantor under this Agreement, except that Grantor's obligation under this paragraph shall not include or extend to any willful or negligent act or omission by Grantee or its partners, officers, directors, contractors, agents or employees..

[SIGNATURES ON FOLLOWING PAGE]

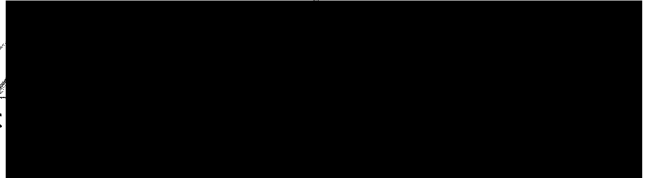


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed as of the day and year first above written.

GRANTOR:

ALL SOULS CHURCH, WASHINGTON, D.C.

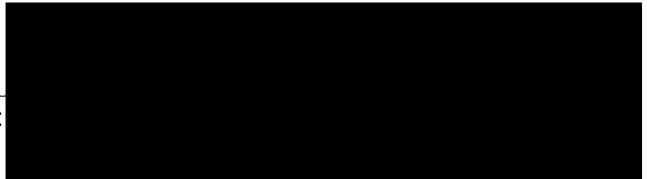
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Title: \_\_\_\_\_



GRANTEE:

CHARTER SCHOOL INCUBATOR INITIATIVE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

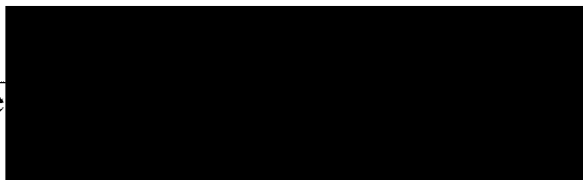


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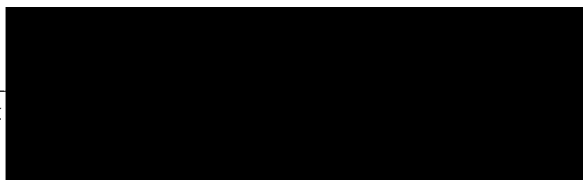
By: \_\_\_\_\_  
Name  
Title:



GRANTEE:

CHARTER SCHOOL INCUBATOR INITIATIVE

By: \_\_\_\_\_  
Name:  
Title:



**EXHIBIT A**  
**DESCRIPTION OF PREMISES**

All Souls Church, Unitarian  
Lower Level

