

PRESCHOOL AGREEMENT
2008-2014

This AGREEMENT made on March 1 2008 by and between EASTMINSTER PRESBYTERIAN CHURCH (CHURCH) 311 Haines Road, York, Pa. and EASTMINSTER PRESCHOOL, INC (EPS) 311 Haines Road, York, Pa.
WITNESSETH:

WHEREAS THE CHURCH desires to provide to the community the opportunity for a wholesome educational preschool experience commensurate with the Christian ethic, and has the necessary facilities to provide the appropriate environment for such a preschool: and

WHEREAS EPS is willing to provide services in the teaching, supervision, management and operations of such a preschool:

NOW THEREFORE: in cooperation with each other a preschool at CHURCH. For the academic years 2008-2014 both parties hereto agree as follows:

1. CHURCH agrees to furnish facilities for a preschool using its name provided the preschool is operated in accordance with the Christian Ethic and in compliance with appropriate laws
2. EPS agrees to conduct such school in accordance with the Christian Ethic.
3. EPS will conduct preschool classes of at least 2 hours each morning and/or afternoon during the York Suburban School District academic school year in the facilities provided by CHURCH.
4. EPS will be responsible for the registration of the students, collection and disbursement of all operating funds and the management of all affairs effecting the conduct of classes
5. EPS will pay rent for the facilities (for five days per week) provided by CHURCH at the rate of \$4500 month for nine months and five week summer camp. The monthly rate will be adjusted each August 1st by the CPI with maximum adjustment each year at 5%
6. EPS will pay monthly rent in advance and is due on the 10th of the month
7. EPS will finance and purchase all new equipment and materials that it deems necessary for the classes.
8. CHURCH will make available Monday through Friday to EPS the class room facilities in use as of this date from the Monday of the last full week in August until the second Friday in June of the academic year. If during the term of this agreement EPS requires additional space and CHURCH makes it available the additional monthly rent will be \$750 per room. Conversely if EPS does not require all the rooms as of this date monthly rent will be decreased by \$750 per room. All furniture or other items used for Sunday School that may have been removed on Monday to accommodate EPS will be returned to said room on Friday.

9. EPS will maintain professional liability (malpractice) insurance coverage for the EPS teaching employees and will forward to the CHURCH evidence of such coverage.
10. EPS will obtain and maintain general liability insurance naming CHURCH as an additional insured in the amount of \$500,000. EPS will provide evidence of such coverage to CHURCH.
11. Telephone service required for EPS school operations is the responsibility of EPS.
12. CHURCH will permit the use of Fellowship Hall, kitchen, and sanctuary at dates and times of mutual convenience to accommodate the special EPS school activities.
13. CHURCH will provide daily cleaning service as needed and associated toilet consumables.
14. To insure the safety of students, EPS will perform a fire drill once each school year. CHURCH will be notified in advance so that appropriate personnel may observe said drill.
15. Fundraiser by EPS must conform to proper standards and procedures of CHURCH. EPS will inform CHURCH prior to starting said activity.
16. CHURCH agrees not to lease or enter into any Agreements leasing its facilities to any other preschool operation during the term of this agreement.
17. If either party fails to comply with the provisions of this Agreement and such failure continues to thirty (30) days after official notification by the other party, then the other party may, at its option, cause this agreement to be terminated at the end of sixty (60) after such official notification.

IN WITNESS WHEREOF, we affix our hands and seals this ___ day of _____
year 2008

WITNESS

EASTMINSTER PRESBYTERIAN CHURCH

BY _____
session

BY _____
EPS Corporation