

Bezos Academy Community Host Summary and Term Sheet

We believe that all children deserve the great start that an excellent preschool provides. Given that around half of our nation's 3- and 4-year-olds are not enrolled in school, we understand that Bezos Academy will only be part of the solution.

That's why our model relies on community hosts – organizations who share our vision and long-term commitment to early childhood education and deeply understand the needs of their communities. These organizations provide partnership and the physical space where Bezos Academy schools are housed – and we do the rest.

How Our Partnerships Work

First, we identify eligible communities based on the answers to three questions: Does the community have a high concentration of low-income families? How many 3-to-5-year-old children live in the community? What is the gap between the number of preschool age children, and the full-day, year-round licensed preschool seats? We are seeking communities that have a large, growing access gap to early childhood education.

Second, we then speak with trusted organizations in those communities who recognize the need for early learning services. If we find a host who shares our vision and passion, we request their help to better understand the local community, including meeting with other organizations and public agencies on the front lines of serving area children and families.

Third, once it appears that a Bezos Academy would be a good fit for a community's early childhood education needs, we discuss where these services should be located within the community. We have high standards that all our schools must follow, including meeting or exceeding all state and local early childhood education licensing requirements.

We offer our preschool programs at no cost to the families we serve. We hire, train, develop, and pay talented and caring educators, and we provide everything that the children need during their day with us, including meals and snacks, at our expense.

Each community host provides the space to us rent-free for a period long enough to allow us to operate for at least 10 years. Ten years might seem like a long time, but we're committed to this work for the long-haul, and we want the families and communities we serve to have as much predictability as possible.

Lease Agreement Summary

Prior to opening a Bezos Academy, we enter a lease with all of our community hosts. The below information is intended only as an informational summary of the required terms and conditions of our standard lease. This summary does not create any legally binding obligation or any commitment to proceed with the proposed program until the lease is executed by Bezos Academy and community host. The lease is intended to show our commitment to the community while simultaneously demonstrating the community host's commitment to our program.

Lease Term	Summary
Permitted Use	Bezos Academy will have exclusive access to indoor and outdoor space for the purpose of operating a tuition-free preschool.
Term	10 years, with Bezos Academy option for one or more five-year renewals.
Pre-Lease Execution Inspection & Due Diligence	<p>Community Host will work with Bezos Academy’s Design & Development Team to explore whether the building(s) could meet Bezos Academy’s physical space, location and licensing needs. Bezos Academy will try to learn as much as possible about the property so that both parties are satisfied that it is a good site for a Bezos Academy preschool.</p> <p>As part of this process, we may request various documents and information pertinent to the property’s physical condition, layout, the need for our services in the community, and other characteristics. These may include, but are not limited to, as-built drawings; records of repairs, modifications and upgrades; environmental reports (e.g., asbestos reports; environmental site assessments); title documentation; utility statements, and so on. By gathering these documents in advance, the community host can expedite our due diligence process and lead to a more streamlined, successful partnership.</p> <p>In addition, a member of Bezos Academy’s Design & Development Team will visit the site to review it in-person. If needed, Bezos Academy may also seek input from third-party consultants such as mechanical, electrical and plumbing (MEP) engineers, professional cost-estimators, and architects.</p>
Construction	<p>Bezos Academy is responsible for remodeling the space into a preschool at Bezos Academy’s own cost, unless otherwise agreed.</p> <p>Bezos Academy’s construction drawings and specifications must be reviewed and approved in advance by the Community Host.</p>
Rent / Utilities / Shared Services	<p>Bezos Academy pays \$1 / year in base rent.</p> <p>Once its school opens, Bezos Academy will also pay utilities and an agreed-upon share of facilities-related services provided by the Community Host or its contractors (“shared services”). Before a lease is signed, Bezos Academy will provide a questionnaire seeking information from the Community Host about what shared services the Community Host can potentially provide (e.g., landscaping, yard maintenance, pest control) and at what cost, if any. Bezos Academy asks its Community Hosts to consider providing these shared services for free or at a reduced cost, if possible, to better enable Bezos Academy to allocate its charitable resources towards education. The proposed cost structure of these shared services may impact Bezos Academy’s decision on whether to pursue a potential site.</p> <p>Bezos Academy is responsible for day-to-day costs of providing the tuition-free preschool, such as staffing, enrollment, food service, materials, furniture, and field trips.</p>
Termination Rights	Bezos Academy can terminate the lease by giving advance written notice (<i>i.e.</i> , at least ninety (90) days). Bezos Academy will not use this at-will termination right lightly. This provision is important because it enables us to prioritize

	<p>neighborhoods and regions where there is sufficient need for our services, and it gives Bezos Academy flexibility to shift focus to areas of the greatest need.</p> <p>Community Host can terminate if Bezos Academy defaults on the lease or as otherwise permitted by law.</p>
Structural Repairs and Maintenance	Community Host maintains the building structure, HVAC systems, plumbing, foundation, exterior walls, roof, utility feeds and infrastructure, other systems, parking areas, areas of entry and exit, windows, and common areas. Bezos Academy makes other (non-structural, non-mechanical, non-systems) repairs and replacement of its premises.
Signage	The design will include signage for Bezos Academy at the entrance or another mutually agreeable location, as well as directional signs on the property.
Parking	Community Host provides Bezos Academy with appropriate parking for preschool staff. The number of parking will depend on the number of classrooms at Bezos Academy's school.
Security	Bezos Academy designs and installs its school's security systems in coordination with the Community Host's general contractor. These systems may include access control, intrusion control, and camera systems. Community Host to provide pathways, cabling and termination points per Bezos Academy specifications to enable Bezos Academy's third-party vendor to complete security product installation.
Entry	Community host may enter the preschool during mutually agreed upon times, upon 3 business days' notice, or in case of emergency.
Indemnification	Bezos Academy and the community host will each indemnify, hold harmless, and defend the other for third-party claims arising out of the other's operations or fault, to the maximum extent permitted by law.
Insurance	Bezos Academy maintains commercial general liability and property insurance to protect against the potential liability of operating a preschool. Community Host maintains insurance of the building shell and core in the amount of full replacement value.
Publicity; Confidentiality	Each party agrees to obtain the other's consent prior to issuing any publicity or marketing materials related to the other. Parties mutually agree to maintain non-public information as confidential, except as otherwise required by law.
Licensing	Bezos Academy needs to be sure we can obtain any required governmental approvals. Community Host acknowledges that Bezos Academy's opening of the school is subject to, among other things, early childhood licensing requirements in the applicable jurisdiction. Community Host will reasonably cooperate with Bezos Academy in its pursuit of these approvals.