

**LEASE BETWEEN  
THE CITY OF NEW MEADOWS AND MEADOWS VALLEY EARLY LEARNING FOUNDATION INC**

THIS LEASE is made as of the \_\_\_ day of \_\_\_\_\_, 2025, between the CITY OF NEW MEADOWS (“Landlord”) and the MEADOWS VALLEY EARLY LEARNING FOUNDATION INC (“Tenant”).

**1. Definitions.**

The following terms as used in this Ground Lease shall have the meanings set forth as follows:

- 1.1 “Landlord”:** The City of New Meadows, whose address is 101 S. Commercial Ave., New Meadows, Idaho 83654.
- 1.2 “Tenant”:** Meadows Valley Early Learning Foundation Inc, P.O. Box 324, New Meadows, Idaho 83654-0324
- 1.3 “Leased Premises”:** Portions of the building located at 400 Petersen Memorial Avenue, New Meadows, ID 83654, as depicted in Exhibit A, attached hereto.
- 1.4 “New Meadows Youth Center for Childcare”:** The child care facility located at the Leased Premises.

**2. Term**

- 2.1** Landlord leases and Tenant rents the Leased Premises for a term commencing on September 15, 2025, for a period of one year, and terminating on September 15, 2026. Landlord and Tenant may agree to continue the Lease from year to year by giving each other at least sixty (60) days’ written notice of the intent to continue the lease. Either Landlord or Tenant may terminate the Lease by giving the other at least 60 days’ written notice of intent to terminate the Lease.

**3. Rent**

- 3.1** Tenant agrees to pay Landlord rent in the amount of One Hundred Dollars (\$100.00) per year, payable at the commencement of the Lease term.

**4. Other Use**

- 4.1** Tenant acknowledges that Landlord has an agreement with the Meadows Valley School District which permits the School District to use a portion of the Leased Premises for the School District’s preschool program as noted on Exhibit A. Tenant will not interfere with the School District’s use of its portion of the Leased Premises for the half day preschool program.

**5. Installation and Maintenance**

- 5.1** Tenant will be responsible for the regular cleaning and everyday maintenance of the portions of the Leased Premises Tenant is using.
- 5.2** Tenant is responsible for payment of electricity use of the entire Leased Premises.
- 5.3** Landlord will provide snow removal services.

**6. Indemnification and Insurance**

- 6.1 Tenant, during the term of this Ground Lease, agrees to indemnify, defend and hold harmless Landlord from and against any and all liability, claims, damages, expenses, judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring in the portion of the Leased Premises owned by Landlord, unless caused by the willful or negligent act or omission of Landlord, its subtenants, agents, contractors or employees.
- 6.2 Tenant is responsible for its own insurance, employees and all programs for childcare. Tenant acknowledges that Landlord has no responsibility for Tenant’s insurance, employees or child care programs. It also is acknowledged that Landlord has no duty of supervision with respect to Tenant’s employees or Tenant’s child care program.

**7. Compliance with Laws**

- 7.1 Tenant agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the Leased Premises. Tenant may contest the validity of any such law, ordinance, rule or regulation but shall indemnify and hold Landlord harmless against the consequences of any violation thereof by Tenant.

**8. Notices**

- 8.1 Any notice provided for herein or desired hereunder shall be in writing and shall be given by personal delivery, by United States mail, postage or delivery charge prepaid, return receipt requested, addressed to, with respect to Landlord, to the Mayor, and with respect to Tenant, to the President, at the addresses set forth above. The address to which notices are to be given may be changed at any time by either party by written notice to the other party. All notices given pursuant to this Lease shall be deemed given upon receipt.

**9. Rights of Successors**

- 9.1 All of the rights and obligations under this Ground Lease shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

**10. Venue and Application of Law**

- 10.1 Venue of any lawsuit arising out of the Ground Lease shall be Adams County District Court, State of Idaho.
- 10.2 This Ground Lease shall be construed under and governed by the laws of the State of Idaho.

EXECUTED as of the date first above written.

**LANDLORD:**

CITY OF NEW MEADOWS

By \_\_\_\_\_

Its \_\_\_\_\_

**TENANT:**

MEADOWS VALLEY EARLY LEARNING FOUNDATION INC

By \_\_\_\_\_

Its \_\_\_\_\_