

The York County School Division

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE ("Lease"), made this 27th day of April, 2026 is between the COUNTY SCHOOL BOARD OF YORK COUNTY, VIRGINIA, ("Lessor"), and:

Amateur Athletic Association Union of the U.S., Inc
Edgar Randall Basketball Club ("Lessee")
710 Queensbury Lane
Williamsburg, VA 23185

WITNESSETH

1. That for and in consideration of the terms mentioned herein, Lessor does hereby lease and demise to the Lessee and the Lessee does hereby rent from the Lessor the following property and/or facilities listed below ("the Premises"):

Bruton High School
185 Rochambeau Rd.
Williamsburg, VA 23185
Common Area:
Primary: BHS Gymnasium
Time: 5:00-8:00pm

2. The term of this Lease shall be from March 30, 2026 to July 3, 2026.

3. The Lessee shall use the Premises only for the following purposes, and no other: The Premises shall be used for conducting wrestling practices. The Edgar Randall Basketball Club will meet each Monday and Wednesday of each week for the term of the lease. Lessee shall be solely responsible for securing any permits and approvals necessary to conduct the activities described in this paragraph, including without limitation, copyright and trademark approvals. Lessee shall hold harmless and guarantee the Lessor from any liability arising out of the failure of Lessee to secure any such permits or approvals.

4. The rent for the term of this Lease will be Sixty Dollars (\$60.00) per day for the use authorized herein as there is no substantial additional burden and or cost to the Lessor. No additional charge for custodial services, usually at the hourly rate of \$42 per hour, shall be assessed as custodial work hours exceed the meeting times. The lease payment must be paid upon commencement of the Lease. Checks should be made payable to and mailed or hand delivered to the **County School Board of York County, Virginia, Att. Accounts Receivable, 302 Dare Road, Yorktown, Virginia 23692.**

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5. The Lessee shall be allowed to extend the hours of any activity which is contemplated by this Lease beyond the hours set out above, without penalty, in order to complete the business or activity being conducted, but not for more than thirty (30) minutes in which event the Lease shall automatically be deemed extended for the duration of such meeting or other activity, as appropriate. Nonetheless, all warranties and other obligations of Lessee shall continue in effect during the entire time that the Lessee, its members, agents or invitees, shall occupy the Premises, without regard to the termination date and time of this Lease. Repeated extensions may result in additional charges to the Lessee if such extensions result in an additional burden and/or cost to the Lessor.

6. Lessor shall not be responsible for any property of Lessee, or any of Lessee's agents or invitees, which shall be brought upon the Premises, or which shall remain on the Premises following the term of this Lease, or following the conclusion of any activity as authorized hereby. Lessee shall guarantee and hold harmless the Lessor from any claim or liability arising out of the theft, damage, or loss of any such property.

7. This Lease may be cancelled by either party without cause provided ninety (90) days prior written notice specifying the effective date of such termination is given by the canceling party.

8. Any notice required to be provided to any party to this Lease shall be in writing and shall be considered effective as of the date of the deposit with the United States Postal Service by certified or registered mail, postage prepaid, return receipt requested and addressed to the parties as follows:

Lessee:
Brandon Randall
Edgar Randall Basketball Club
710 Queensbury Lane
Williamsburg, VA 23185

Lessor:
County School Board of York County, Virginia
Att: Shannon Butler, Ed.D.
Associate Director of Student Services - Secondary
York County School Division
302 Dare Road
Yorktown, Virginia 23692

9. The Lessee certifies that they are familiar with the rules and regulations of the Lessor for community and local use of school facilities, a copy of which is attached hereto as Exhibit A and made a part hereof; and with statutory requirements with respect to public

assembly and use of public buildings, and that such rules and regulations and statutes will be enforced by said Lessee. The Lessee assumes full responsibility for any and all damage to school property or the property of any employee or agent of Lessor, or of any student, caused by its use by Lessee, or Lessee's agents, members, or invitees. All costs for damages shall be paid immediately upon receipt of a request therefore from the Lessor. The Lessee does further hereby covenant and agree to indemnify and to save the Lessor, Lessors officials, officers, agents and employees harmless from any and all claims by third parties for damage to property and injury or death to person or persons which will in any way be caused by, or connected in any way with, such use of school property by the Lessee.

10. The Lessee shall maintain during the term of the Lease and any renewal hereof adequate liability insurance as minimally specified below, which shall protect and save harmless the County School Board of York County, Virginia, its officials, officers, agents and employees from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said performance under the Lease or for failure to properly safeguard same, and from all claims arising under the workers' compensation laws of the Commonwealth of Virginia and Lessee shall furnish proof of said insurance and the proper endorsement(s) prior to commencement of the Lease.

INSURANCE REQUIREMENTS

Lessee shall provide the following insurance from an insurer licensed, admitted or approved to do business in Virginia and with a Best rating of A+ or better, including the assumption of the cost of any applicable deductible or self-insured retention.

A. Commercial General Liability per CG0001 or equivalent including:

1. Broad Form Contractual Liability; and
2. Products and Completed Operations to be maintained for 2 years after termination of this Lease; and
3. Sexual Abuse and molestation cover; plus
4. Additional Insured coverage: The County School Board of York

County, Virginia, its officials, officers, agents, and employees are additional insured on a primary and non-contributory basis with endorsement CG 20 10 11 85 or its equivalent as deemed to be so by Lessor. Additional Insured insurance language shall not limit Additional Insured status to the liability of the Lessee. The County School Board of York County, Virginia, its officials, officers, agents and employees, shall be named an Additional Insured on a primary and non-contributory basis with respect to liability arising out of Lessee's ongoing operations and with respect to liability arising out of Lessee's work performed under this Lease, and included in the products-completed operations hazard.

If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Lease. A 3-year extended reporting period endorsement is required for all claims-based policies.

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For any insurance coverage proffered or provided on behalf of the Lessee, the County School Board of York County, Virginia shall require a Waiver of Subrogation. The Lessee agrees and understands that the County School Board of York County, Virginia will not waive subrogation.

General Aggregate Limit per Occurrence (Other than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit – Bodily Injury or Property Damage	\$1,000,000
Sexual Abuse and Molestation – Per Occurrence	\$1,000,000
Per Aggregate	\$2,000,000

B. Commercial or Business Automobile Liability insuring all owned, hired, and non-owned vehicles per ISO form CA0001 or equivalent, including Pollution Liability resulting from collision or overturn.

Combined Single Limit Bodily Injury and Property Damage	
Each Accident	\$1,000,000
Medical Payments to Others	\$5,000 Each Person
Uninsured/Underinsured Motorist Coverage	\$25,000/\$50,000/\$20,000

C. Workers' Compensation using the applicable state or federal statutes with Employers Liability.

a. State:	Virginia Statutory Benefits
b. Employer's Liability:	\$1,000,000 Per Accident
	\$1,000,000 Disease, Policy Limit
	\$1,000,000 Disease, Each Employee

D. Umbrella Liability: Excess Liability over Employers Liability, Commercial Business or Personal Automobile Liability and Commercial Liability policies, including Sexual Abuse and Molestation.

\$5,000,000	Over primary insurance, Each Occurrence
\$5,000,000	Over primary insurance, Aggregate
\$ 10,000	Retention for self-insured hazards, Each Occurrence

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All of the above policies shall include a waiver of subrogation against the County School Board of York County, Virginia, its officials, officers, agents and employees.

The County School Board of York County, Virginia, its officials, officers, agents, and employees are Additional Insureds on a primary and non-contributory basis with regards to Commercial General Liability, Commercial Auto or Business Auto Liability and Umbrella Liability policies subject to the terms of the policy. Waiver of Subrogation applies as required by written contract and to the extent provided by the actual policy language of the Commercial General Liability, Auto Liability and Umbrella Liability policies.

The Lessee shall provide a certificate of insurance with the relevant endorsement(s) evidencing the additional insured terms stated herein. Further, the certificate will provide that if the insurance is cancelled or non-renewed, the insurer will provide 30 days' prior notice to the County School Board of York County, Virginia. Lessee agrees they shall immediately notify, in writing, Lessor of any changes, modifications, and/or termination of any insurance coverage and/or policies required by this Lease.

Nothing within these insurance requirements shall limit the Lessee's liability under this Lease.

The County School Board of York County, Virginia shall retain status of an Additional Insured under self-insured arrangements to the extent insured by the CG0001 Commercial General Liability policy.

11. The Lessee does further hereby covenant and agree to indemnify and to save the Lessor, Lessor's officials, officers, agents and employees harmless from any and all claims by third parties for damage to property and injury or death to person or persons which will in any way be caused by, or connected in any way with, such use of school property by the Lessee. Lessee, its officers, shareholders, employees, agents, volunteers, subcontractors, invitees, or any other person or entity acting on behalf of the Lessee, shall bear all loss, expense (including reasonable investigative and attorney's fees) and damage from any cause whatsoever arising out of, incidental to, or in connection with their use of the Premises under the Lease and shall indemnify the County School Board of York County, Virginia, its officials, officers, agents and employees against and save the County School Board of York County, Virginia, its officials, officers, agents and employees harmless from all claims, demands, and judgments made or recovered against the County School Board of York County, Virginia because of bodily injuries, sexual abuse and molestation, personal injuries, including death, at any time resulting therefrom and/or because of damage to real or personal property, from any cause whatsoever; all such arising out of, incidental to, or in connection with the Lessee's use of the Premises under the Lease, whether or not due to any act of Lessee, its officers, shareholders, employees, agents, volunteers, subcontractors, invitees, or any other person or entity acting on behalf of the

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Lessee, and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence, of the County School Board of York County, Virginia.

The Lessee shall pay all royalty and license fees. The Lessee warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the use of the Premises provided hereunder. The Lessee, its officers, shareholders, employees, agents, volunteers, subcontractors, invitees, or any other person or entity acting on behalf of the Lessee, guarantees to save, defend, hold harmless and indemnify the County School Board of York County, Virginia, its officials, officers, agents and employees, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used during the Lessee's use of the Premises under the Lease, including its use by the County School Board of York County, Virginia, its officials, officers, agents and employees. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Lease. If, after notice by the Board, the Lessee fails or refuses to fulfill its obligations contained in this paragraph, the Lessee shall be liable for and reimburse the Lessor for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Lessee shall pay such expenses upon demand by the Lessor.

Should Lessee, its officers, shareholders, employees, agents, volunteers, subcontractors, invitees, or any other person or entity acting on behalf of the Lessee, use any of the County School Board of York County, Virginia's personal property, including but not limited to all equipment, lawn and garden tools, tools of any nature, furniture and fixtures, improvements and betterments; employees; or, facilities, such will be gratuitous and Lessee shall release the County School Board of York County, Virginia, its officials, officers, agents and employees, from and indemnify and save harmless the County School Board of York County, Virginia, its officials, officers, agents and employees, from and against any claims for bodily injury, personal injury, including death, and property damage, from any cause whatsoever; all such arising out of the use of any such personal property, including but not limited to equipment, lawn and garden tools, tools of any nature, furniture and fixtures, improvements and betterments; employees; or, facilities, whether or not based upon the condition thereof or any alleged negligence, but excluding sole negligence, of the County School Board of York County, Virginia.

This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanctions or civil penalties, incurred by the County School Board of York County, Virginia arising out of the wrongful acts, errors, omissions, negligence, fraudulent or criminal acts of the Lessee or any of the Lessee's officers, shareholders, employees, agents, volunteers, subcontractors, invitees, or any other person or entity acting on behalf of the Lessee. This

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section shall survive the termination of this Lease including any renewal or extension thereof.

12. This Lease constitutes the entire Lease between the parties, and contains all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Lease or any part thereof shall have any validity or bind any of the parties hereto. No modification or extensions shall be effective unless set forth in a writing signed by Lessor and Lessee.

13. This Lease and all of its terms, covenants and conditions shall be construed, interpreted, and enforced under the laws of the Commonwealth of Virginia. Any legal or equitable action brought by either party to enforce this Lease or any part thereof, or otherwise arising out of this Lease shall be initiated and maintained in the courts of York County, Virginia.

14. Waiver of breach by either party of the terms and provisions of this Lease at any time or times shall not be deemed or construed a waiver of any subsequent breach or breaches by either party of the same or of the other terms or provisions of this Lease at any time or times.

15. This Lease shall not be assignable by the Lessee in whole or in part without the written consent of the Lessor.

16. This Lease shall be binding on Lessee, and Lessee's heirs and personal representatives, or successors in interest as the case may be. If any provision of the Lease or the application thereof to any person or circumstances shall to any extent be determined invalid or unenforceable by a court of competent jurisdiction, the remainder of the Lease, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected, and each provision of the Lease shall be valid and enforced to the full extent permitted by law.

17. Disputes and claims arising under this Lease shall be processed pursuant to Virginia Code Sections 15.2-1245 through 15.2-1248 and 22.1- 122 et seq. applied to the Lessor *mutatis mutandis*, as applicable. The County School Board of York County, Virginia shall give its final decision on any claim of the Lessee within sixty (60) days of the date the claim is submitted to the Clerk of the governing board. Compliance by the Lessee with the insurance provision hereof shall not relieve Lessee from liability under the indemnification provision included in this Lease. Lessee's indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Lessee under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. The indemnification/hold harmless provisions herein shall not affect the validity of any

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insurance contract, workers' compensation or any agreement issued by an admitted insurer and shall be separate from and in addition to the insurance coverage required by this Lease.

18. The Lessee warrants that it complies with Virginia and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). Lessee hereby warrants that the products, services, or activities it will provide under this Lease Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Lessee agrees to promptly respond to and resolve any complaint regarding accessibility of its products, services, or activities at no cost to the Lessor. Lessee further agrees to indemnify and hold harmless the Lessor from any and all claims arising out of Lessee's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Lease Agreement and shall be grounds for immediate termination of the Lease Agreement by the Lessor.

Signatures on next page

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EDGAR RANDALL BASKETBALL CLUB

Date

By: _____
Brandon Randall, Edgar Randall Basketball Club, President

COUNTY SCHOOL BOARD OF YORK COUNTY, VA

Date

By: _____
Zoran Pajevic, Chair

Approved as to form:

Melanie Berry, School Board Attorney