FACILITY SHORT-TERM USE AGREEMENT

THIS FACILITY SHORT-TERM USE AGREEMENT ("Agreement"), made and entered into this 26th day of October, 2009, is between the Fairfax County Library Board of Trustees ("Library Board") and Mount Vernon At Home, Inc. ("MVAH"), a Virginia non-profit corporation exempt from federal taxation under Section 501(c)(3) of the Internal Revenue Code Virginia corporation.

In consideration of the mutual agreements set forth in this Agreement, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. LOCATION AND ACCEPTANCE OF PREMISES

a. The property is located at 2501 Sherwood Hall Lane, Alexandria, Virginia 22306-2799. The premises, hereafter referred to as the "premises", consists of approximately 230 square feet of space on the second floor of the Sherwood Regional Library ("the Building") as further described in Exhibit A attached hereto. The Library Board grants use of the premises to MVAH solely as temporary office space for general nonprofit administrative operations for providing services that support older residents of the Mount Vernon area of Fairfax County.

b. It is agreed that by using the premises, MVAH acknowledges that it has had full opportunity to examine the premises and accepts the premises for use "as is". MVAH agrees to confine its use of the premises to the areas specifically described in this Agreement and any common areas necessary for entering or leaving the building, which is limited to hallways, stairways, doorways, elevators, and restrooms. MVAH agrees not to use, occupy, or obstruct any other room or any area of the building.

2. TERM: The term of this Agreement shall be for a period of eleven (11) months and shall commence on October 1, 2009, and shall terminate on August 31, 2010. This Agreement may be extended on a month-to-month basis upon written agreement of the Library Board and MVAH at least two months prior to the termination date. MVAH shall cease its operations on the premises and vacate the premises on or before the date of termination or expiration of this Agreement.

3. USE: MVAH warrants that the premises will be used lawfully and agrees to use the space solely as a temporary office space for the purposes described in Section 1 of this Agreement. MVAH shall establish and maintain hours of operation within the regular business hours of the Building. MVAH shall limit access to the premises to its employees, volunteers and contractors. MVAH agrees that the Library Board, its agents employees or any person authorized by the Library Board may enter the premises at reasonable times for the purpose of inspecting its condition or such making repairs or improvements as the Library Board may elect.

4. DEFAULT: If MVAH breaches or violates any of the terms, conditions or covenants contained in this Agreement, then this Agreement shall, at the sole option of the Library Board, terminate, upon written notice to MVAH. The Library Board is authorized, with or without process of law, to repossess the premises, and, should MVAH fail to vacate the premises as provided herein, the Library Board is authorized to enter onto the premises, and to expel and remove MVAH, together with all property of every kind belonging to it.

5. PARKING: Parking of vehicles at the premises shall be at MVAH’s own risk and in accordance with applicable Library Board parking policies.

6. MODIFICATION AND REPAIRS:

a. MVAH shall not place any of its organizational lettering, signs or objects on doors, windows or outside walls of premises without the permission of the Library Board. No signs shall be visible through or on windows. MVAH shall not, without the prior approval of the Library Board, paint, paper, decorate, or drive
nails into, deface or injure the walls, ceiling, woodwork, or floors of premises, install any electrically or mechanically operated equipment (including air conditioners) in the premises. At the termination of this Agreement, or any extension or renewal thereof, all such improvements shall be and remain the property of the Library Board. MVAH agrees that the Library Board may, at its sole and absolute discretion, require such improvements to be removed and premises restored to its original condition, with such removal and restoration to be at MVAH's expense.

b. MVAH shall be responsible for repairs or maintenance necessitated by the acts of MVAH, its agents, guests or invitees; and all damage to the premises caused by MVAH or its agents, guests or invitees shall be repaired promptly by or at the expense of MVAH as directed by Library Board. MVAH shall give the Library Board prompt written notice of accidents or defects on or about the premises or damages to the premises. The Library Board shall have the right, but shall not be obligated to make such repairs or maintenance and upon written request by the Library Board, MVAH shall reimburse Library Board for the cost of any such repair or maintenance work.

7. LIABILITY AND INSURANCE

a. Liability for Damage to Personal Property and Person. All personal property of MVAH (including its employees, business invitees, customers, clients, etc), agents, family members, guests or trespassers, in and on the premises, shall be and remain at the sole risk of MVAH and the Library Board shall not be liable to them for any damage to, or loss of such personal property arising from any act of any other persons nor from the leaking of the roof, or bursting, leaking, overflowing of water, sewer or steam pipes, or from heating or plumbing fixtures, or from electrical wires or fixtures, or from air-conditioning failure. The Library Board shall not be liable for any personal injury to MVAH (including employees, business invitees, customers, clients, etc.), agents, family members, guests or trespassers arising from the use, occupancy and condition of the premises.

b. Insurance Requirements. MVAH will maintain Renter’s Insurance, Business Renter’s Insurance, Business Owner’s Policy or such other appropriate insurance as to provide for:

1. Damage or loss to all personal property of MVAH, including its employees, business invitees, customers, clients, etc.
2. Damage to Library Board property due to the actions, or lack of action, on the part of MVAH.
3. Personal injury to others of not less than $1 million.
4. Medical coverage for invitees of not less than $5,000.
5. Such other coverage as would be reasonably needed for the nature of the activities of MVAH.

c. Indemnification. MVAH agrees to indemnify and hold harmless the Library Board, its officers, agents, employees and volunteers and Fairfax County, its officers, agents, employees and volunteers from any and all claims for bodily injuries and personal injuries, including cost of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any claims or suits because of MVAH, including its agents, employees, volunteers, business invitees, customers, guests or trespassers arising from the use, occupancy and condition of the premises.

8. RESPONSIBILITIES OF MVAH: MVAH agrees to comply with the conditions of this agreement and agrees: (i) Not to injure or deface or suffer to be injured or defaced the premises or any part of the property and to promptly replace or repair any damages to the premises; (ii) To keep the premises in good order and condition at all times and to notify the Library Board of any defects in or damage to the structure, equipment, or fixtures of the premises; and (iii) Not to keep gasoline of other flammable material or any explosive material in or near the premises; (iv) Not to allow on the premises any illegal, unlawful or improper activity which will be noisy, boisterous or in any manner constitute a nuisance to adjacent space; (v) Not to obstruct or use the sidewalks, passages, and stairways and any other parts of the Building for any other purpose than entering and exiting the building; and (vi) To comply, at its sole cost and expense, with all laws, ordinances and regulations related to MVAH’s use of the premises. MVAH will not allow any equipment or practice that might void insurance coverage on the premises. MVAH shall not incur any long distance telephone charges. Any such charges incurred will be the financial responsibility of MVAH, and MVAH will be billed accordingly.

9. WAIVER: Neither the Library Board nor Fairfax County shall be liable for and MVAH releases the Library Board, its officers, agents, employees and volunteers and Fairfax County, its officers, agents,
employees and volunteers and waives all claims for, damage to person or property sustained by MVAH or any occupant of the premises resulting from the premises or any equipment or appurtenance becoming out of repair, or resulting from an accident at the building, or resulting directly or indirectly from any act or neglect of MVAH or occupant of the building.

10. RULES AND REGULATIONS: MVAH and its agents and employees shall abide by and observe all rules and regulations as may be promulgated from time to time by the Library Board for the operation and maintenance of the building. Any violation of such rules or regulations or the conditions of this Agreement shall be a violation of this Agreement.

11. TERMINATION: Either party may terminate this Agreement upon 30 days written notice to the other party stating the termination date. Termination of this Agreement shall not relieve or release MVAH from any liability or obligation which may have been incurred or assumed by MVAH prior to such termination. MVAH agrees to remove all its goods, equipment and effects from the premises, upon expiration or termination of this Agreement, and shall leave the premises in a clean condition reasonably acceptable to the Library Board.

12. ADDITIONAL FEES: No / Yes X. If yes, describe below:

MVAH will be charged a monthly cleaning fee of $163.68, and an initial one time cleaning fee of $65.00.

13. ENTIRE AGREEMENT:

a. This Agreement, together with any Exhibits and attachments thereto, contains the entire agreement between the Library Board and MVAH regarding the use of the premises. Oral statements, representations, and prior agreements not contained or referenced in this Agreement, shall have no force or effect. This Agreement may be modified only in writing executed by both parties. No waiver of any provisions of this Agreement shall be deemed to have been made, unless it be in writing and signed by both parties hereto. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws in effect during the term of this Agreement, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby.

b. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture of or between the Library Board and MVAH. Further, this Agreement shall not be interpreted to create anything other than permission to use the space during the period described in this Agreement and shall specifically not create any right, title or interest in property nor shall it create an easement.

c. All notices given hereunder shall be delivered sent by certified or registered mail to the address set forth below each party's signature block.

IN WITNESS WHEREOF the parties hereto have affixed their signatures all as of the date first above written.

FAIRFAX COUNTY LIBRARY BOARD
OF TRUSTEES

Susan C. Thorneby
Title: Chair
Address: 10/14/09
DATE

MOUNT VERNON AT HOME, INC.

Jeffrey A. Reed
Title: Executive Director
Address: 10/22/09
DATE