

## LEASE AGREEMENT

THIS LEASE AGREEMENT (“this Lease” or “this Agreement”) is made and entered into effective on the date of the last signatory noted below (“Effective Date”) by **the Housing Authority of the City of Columbia, Missouri**, a Housing Authority organized under the laws of the State of Missouri, hereinafter referred to as (“Lessor” or “Landlord”) and the City of Columbia, Missouri, hereinafter referred to as (“Lessee” or “Tenant”).

WITNESSETH:

### RECITALS

This Lease is made and entered into by Lessor and Lessee in view of the following facts, matters and circumstances:

Lessor is the owner of a building (“Building”), commonly known as Paquin Tower located at, 1201 Paquin Street, in the City of Columbia, Missouri, which contains the following program and office space to be utilized by the City of Columbia’s Parks and Recreation Department (collectively, Program Space) described as follows:

- An office located on the first floor of Paquin Tower (Room 106B);
- The Art Room on the first floor of Paquin Tower (Room 104); and
- The Storage Room on the ground floor of Paquin Tower (Storage Room).

Lessee is City of Columbia, Missouri, on behalf of its Department of Parks and Recreation.

Lessee desires to use the Program Space hereinabove described to operate a program (“the Program”) as follows:

An Adapted Community Recreation (“ACR”) program that provides people with disabilities unique opportunities for recreation. The programs include: Arts & Crafts—ceramics/pottery, painting, craft projects; Social Activities and Skills—dances, Wii Games, cards, dominoes, and other social activities; Outings—fishing, baseball games, MU sports and entertainment, restaurant/shopping; and Special Events are coordinated by the program, such as Santa Hotline and the Annual Train Show. A number of group homes, programs for people with disabilities and special needs classes from public schools participate in activities offered through ACR. This program is open to the community.

It is believed that such program will benefit residents of Lessor’s public housing development, and residents of other housing projects owned and operated by Lessor. It is also believed that such program will serve the public interest and target services for public housing residents and other low-income persons.

Lessor and Lessee, accordingly, enter into this Agreement.

**NOW, THEREFORE**, in view of the foregoing Recitals, and in consideration of the mutual promises, covenants and agreements of Lessor and Lessee hereinafter set forth, Lessor and Lessee hereby promise, covenant, declare, state and agree as follows:

**FIRST. Definitions.** For purposes of this Lease Agreement, the following terms shall have the following meanings:

A. “Building” shall mean and refer to Paquin Tower located at 1201 Paquin Street, Columbia, MO 65201.

B. “Program Space” shall mean and refer to the specific office and program space being occupied by Lessee under this Lease Agreement, which is described in the foregoing Recitals.

C. “This Lease” or “this Contract” or “this Agreement” shall mean this Lease Agreement.

D. “The Term” or “the Lease Term” shall mean the entire period of time during which this Lease Agreement is to be in effect, in accordance with the following provisions of this Agreement.

E. “Leased Premises” shall mean all of the office and program space at Paquin Tower as stated below:

- An office located on the first floor of Paquin Tower (Room 106B);
- The Art Room on the first floor of Paquin Tower (Room 104); and
- The Storage Room on the ground floor of Paquin Tower (Storage Room).

Lessee and Program participants shall have rights to access public areas on the first floor of Paquin Tower to allow participants and staff to enter and exit the building and travel to Rooms 106B, 104, and the Storage Room.

F. “The Program” or “Program” shall mean the Adapted Community Recreation Program and other primary program(s) or service(s) provided by the Lessee to the Housing Authority of the City of Columbia, Missouri assisted housing residents, Section 8 tenants, low-moderate income persons, and other persons through the use and operation of the Leased Premises.

**SECOND. Leasing of Leased Premises.** Subject to the terms, covenants, conditions and provisions of this Agreement, Lessor hereby leases and let the Leased Premises to Lessee, and Lessee hereby leases the Leased Premises from Lessor, for the Lease Term hereinafter described, during the following hours and only the following hours:

- 24 hours a day, 7 days a week.

**THIRD. As Is Premises.** Lessee has inspected the Leased Premises and all parts and components thereof, and agrees to accept the Leased Premises in their presently existing “AS IS” condition, without any warranties or representations being made by Lessor to Lessee as to any condition, quality or characteristic of the Leased Premises or any part or component of the Leased Premises.

**FOURTH. Lease Term and Termination.** The “Term” of this Agreement shall commence at 00:00 hours on the Effective Date, and shall continue until the date that is ten (10) years following the Effective Date. Thereafter, thus Agreement shall automatically be renewed

for successive terms of one (1) year, unless this Agreement is terminated pursuant to the provisions of this Agreement.

With thirty (30) days written notice, either Party may terminate this Agreement for convenience, and this Agreement shall terminate at 11:59 p.m. on the thirtieth (30th) day following the giving of written notice of the termination, unless the parties otherwise agree in writing. Such written notice can be given by either Party to the other Party to this Lease Agreement, at any time during the Lease Term, with the Lease Term to terminate and end at 11:59 p.m. on the thirtieth (30th) day following the giving of such notice. Lessee shall peaceably vacate the Leased Premises, by the Termination Date, and shall remove all of its property from the Leased Premises, and shall leave the Leased Premises in a clean and neat condition. That period of time during which the Lease is to be in effect pursuant to this paragraph, and any extension of same that is agreed to, in writing, may be referred to herein as "the Lease Term." All terms and conditions of this Lease shall be in effect during the entire Lease Term.

No requirement for one calendar months' notice shall be deemed to be expressed or implied as this Lease can be terminated on thirty (30) days written notice given by either Party to the other Party to this Lease.

**FIFTH. Use of Leased Property.** Lessee shall use the Leased Premises, during the Lease Term, for purposes of providing the Adapted Community Recreation program. The Leased Premises shall not be used by Lessee for any other purposes whatsoever. Lessee further agrees as follows:

a. Lessee shall have access to the lobby and dining room area, fitness room, computer lab, and other common areas to conduct programming. Use of these common areas will be scheduled and coordinated with the Resident Services Coordinator at Paquin Tower.

b. Lessee will maintain in good condition all interior surfaces and to make no renovation to the Leased Premises without first submitting in writing the proposed changes to the Lessor for the purpose of obtaining Lessor's consent. It is understood that Lessor specifically retains the right to approve materials to be used in any renovations which have been submitted to and approved by Lessor.

c. Lessee will not place any signs upon the Leased Premises without the prior written consent of Lessor first obtained.

d. Lessee must report all needed repairs to Lessor.

e. Lessee agrees to permit Lessor to enter the Leased Premises at reasonable times for the purposes of making repairs, performing inspections and performing other tasks necessary of the maintenance, safety or improvement of the Leased Premises.

f. Lessee will maintain the Leased Premises in a decent, safe and sanitary condition in compliance with all local, state and federal laws, rules, regulations and ordinances.

g. Lessee will submit Monthly Program Activity Reports to the Lessor no later than the fifteenth (15th) day of each month. Monthly Program Activity Reports will list and describe the program activities conducted by the Lessee on the Leased Premises and include information on the number of public housing residents and other low-income persons served by

the Lessee on the Leased Premises or through the Program offered by the Lessee through the use of the Leased Premises.

**SIXTH. Rent.** Lessee shall pay, as Rent for the Leased Premises, the sum of Zero Dollars (\$0.00) per month. However, as consideration for Lessor's making the Leased Premises available to Lessee, Lessee agrees to use its best efforts to make available its Program to residents of the various developments of the Housing Authority of the City of Columbia and other persons of low income.

**SEVENTH. Maintenance and Utilities by Lessor.** Lessor shall, during the Lease Term, provide water, sewer, gas, electric, internet and telephone service for the Leased Premises.

Lessor shall also provide all maintenance, repairs, replacements, servicing and upkeep of the Building, including any major repairs necessary to maintain the Leased Premises in a condition that meets standards of the U.S. Department of Housing and Urban Development. However, if the Building, or any of its parts or components, or any part of the Leased Premises, shall be damaged by the intentional or negligent act of Lessee, or any persons who are participating in the Program, or any persons who are teaching, coaching, supervising or working in or in connection with such Program, then Lessee shall be responsible for reimbursing Lessor for all costs and expenses incurred by Lessor in repairing such damage.

Lessee shall provide general cleaning and upkeep of the interior of the Leased Premises. Lessee shall be responsible for maintaining the Leased Premises in a decent, safe and sanitary condition and in condition that is in compliance with all City Ordinances, City Building Codes, and other governmental regulations for its operation.

**EIGHTH. Fire and Casualty Insurance on Building.** During the Lease Term, Lessor shall, at Lessor's expense, procure and keep in full force and effect, fire and extended coverage casualty insurance on the Building and Leased Premises and other insurable Improvements making up the Leased Premises, for the full insurable replacement value thereof. Lessor shall be the sole owner of such insurance and shall be entitled to all proceeds by reason of such insurance, should the Building be damaged by fire or other casualty. Lessee shall provide such insurance as Lessee desires on Lessee's equipment, furniture, furnishing, personal property and any improvements Lessee makes to the Leased Premises.

**NINTH. Liability Insurance Coverage.** At all times during the Lease Term, Lessee shall procure, and keep in full force and effect, at Lessee's expense, general liability insurance and public liability insurance, with an insurance company or companies acceptable to Lessor or through self insurance program, upon the Leased Premises, and upon the Program, and upon the activities of the Program, which provides coverage of not less than the following limits:

- For personal injuries or death of any one person – One Million Dollars (\$1,000,000);
- For personal injuries or deaths arising out of any one occurrence – One Million Dollars (\$1,000,000.00);
- For property damage, including fire damage to the Building – Not less than One Million Dollars (\$1,000,000.00).

Such insurance shall provide coverage against all liability, which might reasonably be expected to occur out of Lessee's use of the Leased Premises or the conducting of the Program.

**TENTH. Equipment.** Lessee shall provide all equipment that is reasonably required to properly and safely carry out the activities of the Program, and shall keep such equipment in good repair and condition. Lessee shall store such equipment at locations within the Building specified by Lessor, or shall remove the equipment from the Building, if reasonable space for storing the equipment within the Building does not exist. Lessee shall, at the conclusion of each day, pick up all equipment, and clean up the Leased Premises, and restore the Leased Premises to the condition which existed immediately prior to the commencement of Lessee's activities during such day's hours of operation. Lessee shall have the sole responsibility for its equipment. Lessor shall not, under any circumstances whatsoever, be responsible for any damage to, destruction of, loss of or theft of any of Lessee's equipment or tangible personal property.

**ELEVENTH. Improvements and Alterations.** Lessee shall have no right to make any alterations, improvements, decorations, remodeling, extensions, additions or redecoration of the Leased Premises or the Building, without Lessor's written consent first obtained.

**TWELFTH. Damage or Destruction.** In the event the Building or the Leased Premises or any part thereof is substantially damaged by fire or other casualty during the Lease Term, and the damage or destruction is of such character or extent as reasonably renders the Leased Premises unsuitable for use by Lessee for the Program, then this Lease shall, effective immediately upon the occurrence of the damage or destruction, be canceled, terminated and rendered of no further force or effect.

**THIRTEENTH. Risks for Property.** All personal property placed within the Leased Premises by Lessee shall be at the risk of Lessee only, and Lessor shall not be liable for any damage thereto or theft thereof, under any circumstances whatsoever.

**FOURTEENTH. Reserved.**

**FIFTEENTH. Inspections and Entry.** Lessor may enter the Leased Premises at any time during the Hours of Operation, to inspect the Leased Premises, and to observe the Program, and the manner in which the Program is being conducted.

**SIXTEENTH. Safety of Program.** Lessee shall conduct the Program only in a reasonable, safe and wholly appropriate fashion, taking into account the reasonable needs for safety and health of the participants in the Program, and for the health and safety of other persons, and the need to utilize the Leased Premises, in a reasonable fashion, and without damage to the Leased Premises. Lessee shall, at all times during the Program hours of operation, have on hand, at the Leased Premises, an adequate number of persons who are reasonably capable of conducting the Program and the activities associated therewith.

**SEVENTEENTH. Default Remedies.** All of Lessee's duties and obligations under this Lease shall be of the essence of this Lease. If Lessee shall fail to perform any of Lessee's duties or obligations under this Lease, and such failure continues to be uncorrected for ten (10) days following the giving by Lessor to Lessee of written notice of such failure, then Lessor may elect to terminate this Lease, in which event Lessee shall immediately and peaceably surrender the Leased Premises to Lessor and this Lease and the Lease Term shall cease and terminate.

**EIGHTEENTH. Subletting and Assignment.** Lessee may not, without the prior written consent of Lessor, assign this Lease, or any interest hereunder, or sublet the Leased Premises or any part thereof, or permit the use of the Leased Premises by any party other than Lessee and the participants in the Program.

**NINETEENTH. Nuisances/Reasonable Use.** Lessee shall use the Leased Premises only in a reasonable fashion, and in such fashion as is calculated not to in any manner or respects damage the Leased Premises, or cause injury to persons or property. Lessee shall keep and preserve the Leased Premises, free from nuisances, and shall not use or permit the use of the Leased Premises or any part thereof for any purpose forbidden by law or by this Lease Agreement.

**TWENTIETH. No Waiver.** No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance of any obligations of Lessee hereunder, and no custom or practice of the parties at variance with the terms of this Lease Agreement, shall constitute a waiver of Lessor's rights to demand exact compliance with all terms and conditions of this Lease Agreement, including, but not limited to, those terms and conditions as to which Lessor has previously failed to insist upon strict compliance. No waiver by Lessor of any breach by Lessee shall waive any right of or in regard to said breach or any subsequent breach.

**TWENTY-FIRST. Tenancy.** This Agreement shall create only the relationship of landlord and tenant between Lessor and Lessee.

**TWENTY-SECOND. No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

**TWENTY-THIRD. Reserved.**

**TWENTY-FOURTH. Reserved.**

**TWENTY-FIFTH. Entire Agreement.** This Lease Agreement contains the entire agreement of the parties with respect to the subject matter of this Lease Agreement. No representations or agreements, oral or otherwise, between the parties, not set forth herein, shall be of any force or effect whatsoever.

**TWENTY-SIXTH. Amendments.** This Lease Agreement shall be amended only by a written amendment, executed by both Lessor and Lessee.

**TWENTY-SEVENTH. Service of Notice.** Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

Lessor: The Housing Authority of the City of Columbia, Missouri  
Attn: Phil Steinhaus, Chief Executive Officer  
201 Switzler Street  
Columbia, MO 65203

Lessee: The City of Columbia, Missouri  
Parks and Recreation Department  
Attn: Director Mike Griggs  
701 E. Broadway  
P.O. Box 6015  
Columbia, MO 65205

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

**TWENTY-EIGHTH. Governing Law and Venue.** This Lease Agreement shall be deemed to be a Missouri contract, and shall be governed and interpreted and construed in accordance with the laws of the State of Missouri. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, this Lease has been executed on the day and year of the last signatory noted below.

**LESSOR:** The Housing Authority of the City of Columbia,  
Missouri

By: Phil Steinhans

Name Printed: Phil Steinhans

Title: CEO

Date: 5/31/2017

ATTEST:

By: ETonya Rhoades

Name Printed: ETonya Rhoades

Title: Executive Assistant

**LESSEE:** CITY OF COLUMBIA

By: \_\_\_\_\_  
Mike Matthes, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor