

Facility Usage Agreement

This Facility Usage Agreement (the "Agreement") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Mortgage Research Center, LLC d/b/a Veterans United Home Loans, 1400 Veterans United Drive, Columbia, Missouri 65203, (hereinafter "VU") is entered into on the date of the last signatory noted below (the "Effective Date").

WITNESSETH:

Whereas, City is now the owner of certain real estate, commonly known as the Boone County Fairgrounds, and legally described as:

Tract Number 1 on a survey recorded in Book 4852, Page 155, Boone County records, Boone County, Missouri,

and,

Whereas, VU has a Facility Usage Agreement dated June 25, 2019, with the prior owner of the above described real estate, Boone County, Missouri, which Agreement has been assigned to and assumed by City, and that Agreement currently runs through December 31, 2022; and

Whereas, the City and VU desire to amend and restructure the Facility Usage Agreement to specify the areas of usage, dates of usage and obligations of the parties, so as to allow City to utilize the space for City projects without executing a separate agreement for each event, while still preserving to VU the dates, times, and areas for their usage, without interference by City.

Therefore, in consideration of the parties' promises and obligations, the parties agree as follows:

1. **Termination of Prior Agreement.** The Facility Usage Agreement dated June 25, 2019 between the parties is terminated and this Agreement shall be in full force and effect as of the Effective Date.
2. **Term.** The term of this Agreement shall terminate December 31, 2022. Unless either party provides written notice to terminate this agreement by March 31 of each year, the agreement will automatically renew for subsequent one (1) year periods.
3. **Rent.** The annual rent shall be thirty thousand dollars (\$30,000.00) per year payable annually on the first day of each year to the City of Columbia.

4. **Security Deposit.** VU has deposited a Security Deposit of Ten Thousand Dollars (\$10,000.00) with Boone County, which has been assigned to City and is currently held by City in escrow. Said deposit will be returned to VU after the property has been adequately cleaned and all personal property of VU removed and accepted by City. If City applies any of the deposit for clean up or damages to the property it will provide VU with an itemized list of those charges along with a return of the remaining deposit within thirty (30) days of the end of the lease term.

5. **Demised Premises.** The Demised Premises shall consist of the Coliseum, Sapp Building, and the two (2) main parking lots to the north and east of the Coliseum. VU understands that City has assumed a separate Agreement with UPS for a trailer parking area north of the Coliseum property which was entered into by the prior owner.

6. **Utilities.** All utilities provided to the property shall be in the name of the City of Columbia, except for internet with Socket which shall be maintained and paid by VU during the term of this Agreement. Upon termination of this Agreement, the City of Columbia shall be responsible for any future contract for services with Socket, but shall not be obligated to assume any existing agreement between VU and Socket. City shall read the meters and invoice VU for the actual usage from October 1 to December 31 of each year, and for any other special events VU may hold during other times during the year.

7. **Actual Possession Times.** VU shall have possession of the property for its annual holiday party and other events from October 1 to December 31 of each year (hereinafter "rental period"). In the event VU desires to use any portion of the Demised Premises at other times of the year, VU shall make a written request to the Parks and Recreation Department of the City, and shall be subject to prior bookings and rental use by City.

8. **Condition at Time of Delivery.** The City shall deliver the demised premises in good order, repair and condition at the start of each rental period.

9. **Obligation to Keep Premises Clean.** VU shall keep the property in a clean and uncluttered condition during the rental period, but shall not be obligated for major repairs, which shall be maintained by the City, except as to intentional or negligent damages caused by VU. In the event of a HVAC or other maintenance issue during the rental period, the City shall take immediate action to make any necessary repairs.

10. **Storage.** During the term of the lease City shall allow VU to store tables and other personal property in a storage area to be designated by the City in the Coliseum building. City shall not assume any responsibility or liability for the safekeeping of the VU personal property nor for possible loss or damage to the property. VU shall have reasonable access to the storage area outside the rental period.

11. **Boone County Sheriff's Department Use.** City agrees that the Boone County Sheriff's Department (BCSD) may continue to use the "Coliseum Building" for public safety K-9 training activities at mutually agreeable times and places for such training exercises to be held at City's sole discretion. Should the City desire to terminate BCSD's future use of the property for K-9 training it may do so upon one-year's written notice to the Boone County Sheriff, 2121 County Drive, Columbia Missouri 65202.

12. **Clean-Up of Property.** Upon termination of this Agreement, VU agrees to return the property to City in the same or better condition as it found the property at the commencement of this Agreement, reasonable wear and tear excepted.

13. **Assignment or Subletting.** VU may not sublet premises in whole or in part or assign this Agreement without the prior written consent of City which may be withheld for any reason or no reason. Notwithstanding the foregoing, VU shall be permitted to license and/or sublicense this Agreement to its affiliates and subsidiaries.

14. **Quiet Enjoyment.** Provided VU has performed all of its obligations hereunder, VU shall peaceably and quietly hold and enjoy the demised premises for the rental period, without hindrance from City or any party claiming by, through, or under the City, subject to the terms and conditions of this Agreement.

- a. **UPS Parking Area.** As to the area north of the Coliseum leased by UPS, VU shall have the authority to designate to UPS a 14-day period in December of each year, where UPS shall be required to provide such space in the trailer parking area as is necessary for VU's annual holiday party purposes.

15. **Casualty.** If all or any part of the demised premises shall be damaged or destroyed by fire or other casualty after the execution of this Agreement and before the termination, then rent shall be abated or adjusted, as the case may be, in proportion to that portion of the demised premises of which VU shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy. City agrees that in the event of the damage or destruction of the demised premises, City shall proceed to repair, restore, replace or rebuild the demised premises, to substantially the condition in which the same were immediately prior to such damage or destruction. The City shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of the City. Notwithstanding the foregoing, if such damage or destruction shall amount to twenty-five (25%) percent or more of the demised premises, this Agreement may be terminated at the election of VU, provided that notice of such election shall be sent within thirty (30) days after notification of the occurrence of such damage or destruction. Upon

termination, this Agreement shall terminate, any unearned rent or other charges paid in advance by VU shall be refunded to VU.

16. **Default.** If City defaults in the performance or observance of any condition in this Agreement and VU notifies City in writing of the default, City shall cure such default within a reasonable time. If such default renders the premises unusable for VU purposes and City does not cure same in a reasonable time, VU may at its option without waiving any claim for breach, cure such default and seek reimbursement from City for actual costs of repair up to the sum of two thousand dollars (\$2000.00). In the event the cost of the self help repair estimate exceeds twenty-five thousand dollars (\$25,000.00), VU may opt to terminate the contract in lieu of the repairs.

17. **Condemnation.** If part or all of the demised premises shall be taken by any public or private authority, or conveyed by City to said authority, then this Agreement and the rental period hereof shall cease and terminate as of the date when possession of the premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, shall be refunded to VU.

18. **Insurance.** VU shall carry liability insurance on the Demised Premises and shall name City of Columbia as additional insured under that policy. Said insurance shall be at the following amounts: Workers Compensation coverage per Missouri statutory limits and Commercial General Liability in an aggregate amount of \$5,000,000. VU shall provide a Certificate of Insurance in a form acceptable to City no later than September 1st of each year. City will carry casualty insurance on the Demised Premises on such terms and conditions as the City determines.

19. **Indemnity and Hold Harmless.** To the fullest extent permitted by law, VU shall indemnify, hold harmless and defend the City, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, of any VU subcontractor, of anyone directly or indirectly employed by VU or by any VU subcontractor, or of anyone for whose acts VU or any VU subcontractor may be liable, in connection with this Agreement. To the fullest extent permitted by law, the City shall indemnify, hold harmless and defend VU, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) occurring outside the rental period arising by reason of any act or failure to act, of any City subcontractor, of anyone directly or indirectly employed by the City or by any City subcontractor, or of anyone for whose acts City or any City subcontractor may be liable, in connection with this Agreement.

20. **Governing Law and Venue.** This agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri, or the Western District of the US Federal Court.

21. **Authority of Signatories.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

22. **Binding Effect.** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

23. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or contractual agreement. This agreement may only be amend by a signed writing executed with the same formality as this agreement.

24. **Subject to City Council Approval.** This agreement is subject to the approval of the City Council of the City of Columbia, Missouri.

25. **No Waiver of Immunities.** In no event shall the language of this Contract 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.

26. **Counterparts and Electronic Signatures.** This agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials and officers on the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: _____ *[Signature]*
John Glascock, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

**Mortgage Research Center d/b/a
Veterans United Home Loans**

By: Nathan Long

Name: Nathan Long

Title: CEO

Date: 5-5-21

Attest:

By: *[Signature]*

Name and Title: EJW Schulte
Office Admin



Addendum to Facility Usage Agreement

This Addendum to the Facility Usage Agreement by and between the City of Columbia, Missouri, a municipal corporation (hereafter "City") and Mortgage Research Center LLC d/b/a Veterans United Home Loans, Columbia, Missouri (hereafter "VU") is entered into on the date of the last signatory noted below ("Effective Date").

WITNESSETH:

Whereas, the parties have entered into a Facility Usage Agreement for certain real estate commonly known as Boone County Fairgrounds, and

Whereas, City and VU desire to amend the annual rent as set out in paragraph 3 of the Agreement from \$30,000.00 to \$40,000.00.

Therefore in consideration of the parties' promises and obligations, City and VU agree as follows:

1. Paragraph 3 of the Facility Usage Agreement shall be amended to provide:

Rent. The annual rent shall be forty thousand dollars (\$40,000.00) per year payable annually on the first day of each year to the City of Columbia.

2. All other provisions of the Facility Usage Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials and officers on the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: _____
John Glascock, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor *JW*

**Mortgage Research Center d/b/a
Veterans United Home Loans**

By: *[Signature]*

Name: Greg Stinkhoff

Title: VP Industry Government Relations

Date: 5/13/21

Attest:

By: *[Signature]*

Name and Title: John F. Ruppert
Accounts Payable Specialist

