LEASE AGREEMENT WITH THE NORTHEAST IOWA AREA AGENCY ON AGING FOR SPACE IN THE SENIOR CITIZENS BUILDING

This agreement is made and entered into this __ day of June, 2018, by and between the CITY OF MARSHALLTOWN, IOWA, and the NORTHEAST IOWA AREA AGENCY ON AGING:

WITNESSETH, that the CITY OF MARSHALLTOWN, IOWA, (Lessor) agrees to lease to the NORTHEAST IOWA AREA AGENCY ON AGING (Lessee) the following described premises in Marshalltown, Iowa, to-wit:

The upstairs portion of the building located at 20 East State Street, Marshalltown, Iowa, except for the non-exclusive rights to use of the entry ways to said building, elevator, the machinery room and the boiler room.

1. This Lease Agreement shall commence on the 1st day of July, 2018, and shall continue until 11:59PM on December 31, 2019.

2. The Lessee shall provide two (2) weeks notice of vacating the premise if this should occur prior to December 31, 2019.

3. The monthly rent shall be the sum of $400.00, or the amount of rent collected by the Lessee for subletting the rented space. Upon the Lessee's vacation of the premises, the City of Marshalltown shall write-off all outstanding debt associated with the Marshall County Commission on Aging.

4. Lessee shall not sell, assign, transfer, convey or assign this Lease Agreement or sublet any part of the demised premises without written consent of Lessor, given by the City Administrator, nor shall Lessee use the same for any purpose other than for a Senior Citizens Center. Lessee shall not discriminate on the basis of race, creed, color, religion, handicap, sex, or any other basis. In the event federal or state funds are used in the operation of this center, any conditions, restrictions or other requirements required or imposed by the federal or state governments shall automatically become a part of this Lease Agreement without any further action by either Party and the Parties shall abide by these requirements.

5. Lessor retains the absolute right to use any portion of the building not leased hereunder as it, in its sole discretion, may deem advisable. Lessor makes no expressed or implied covenant that it will not lease other portions of the building to other groups that may, in fact, be in competitions with Lessee or that may provide similar services or provide similar activities to senior citizens, or to any other groups.

6. This Lease Agreement replaces all other lease agreements, oral or written, existing between the Parties hereto.

7. Lessor shall have rights of entry at all reasonable times and places, into the demised premises, for purposes of inspection, repair or remodeling of any part of the building.

8. Lessor shall pay utility charges and building and equipment repairs. Lessee shall pay rent plus reimburse the city for garbage collection and phone charges.

9. The Lessor shall assist wherever practical with the bookkeeping of the Lessee and may advance, on Lessee's behalf, certain of the costs of Lessee's obligations outlined above for which Lessee will be billed periodically. Failure of Lessee to promptly pay same shall in itself constitute a breach of the Lease Agreement.

10. Lessee agrees to operate said leased premises for the general good of senior citizens and to make such reports as the Marshalltown City Council may, from time to time, request and to keep and maintain the premises in good condition, and to deliver the premises in as good as condition as they received same, ordinary wear and tear excepted.

11. Lessee shall timely pay all its obligations assumed under this Agreement and will permit no violations of laws as to gambling and intemperance, nor shall it permit any acts or business that would vitiate the usual insurance policy and will give Lessor timely notice of any danger to the premises, as well as loss or injury.

12. In the event of breach of the Least Agreement by non-payment or by other failures to conform to the terms of the Lease Agreement, Lessor shall have all rights of any nature and description at its disposal and may proceed under any one or combination of rights, it may, in its sole discretion possess.

13. (a) Lessee agrees to hold the Lessor harmless from any liability arising from the use of the premises by itself, its agents, members, invitees, guests or other persons, and Lessee agrees to hold the Lessor harmless from any liability arising by reason of personal injury to any person or persons on or about the said premises, and Lessee agrees it will carry liability insurance at the following levels: $1,000,000 per incident with a $2,000,000 aggregate. A copy of said insurance policy shall be placed on file in the City Clerk's office.

    (b) Lessee will make no claim for damages as against Lessor arising out of or occasioned by any leakage or roof, walls, windows, or otherwise, nor arising out of or occasioned by steam, water, sewage, electricity, elements or other conditions not the responsibility of Lessor, beyond Lessor's control or occasioned by sudden and unexpected occurrence, nor for any loss arising out of or occasioned by any of the aforesaid through the negligence of Lessee, its agents, employees or sub-lessees, nor for repairs which are the responsibility or obligation of Lessee and Lessee will notify Lessor of any condition for which Lessor is responsible for repair and Lessor will make repairs being afforded reasonable time therefore considering the availability of labor, materials, strike, lockouts, weather conditions, ice, snow, riots, armed conflict, tornadoes, earthquakes, or other acts of God.

IN WITNESS THEREOF, the parties pursuant to the authority granted by their governing boards of bodies affix their signatures hereto.

CITY OF MARSHALLTOWN	NORTHEAST IOWA AREA AGENCY ON AGING
_____	_____
Joel T.S. Greer, Mayor	BY:
_____	_____
Shari L. Coughenour, CMC, City Clerk	BY: