

COMMERCIAL LEASE AGREEMENT
(Veteran's Pavilion Improvements)

This Lease made and entered into this ____ day of _____, 2021, between the CITY OF LEXINGTON, a Nebraska Municipality, hereinafter referred to as "LANDLORD", and LEXINGTON COMMUNITY FOUNDATION, a Nebraska Non-Profit Corporation, hereinafter referred to as "TENANT":

1. **LEASEHOLD PREMISES:** LANDLORD does hereby agree to lease to the TENANT, and the TENANT does hereby agree to lease from the LANDLORD, the real estate identified on the attached Exhibit "A," hereafter known as the Subject Property.

2. **TERM:** This Lease shall become effective at the time of substantial completion of the improvements known as the "Veterans Pavilion Project" located on the real estate described in the attached Exhibit "A" and shall continue on a month-to-month basis thereafter unless terminated as herein provided.

3. **RENT AND OTHER CONSIDERATION:** During the term of this Lease, TENANT shall pay to LANDLORD rent in the sum of \$1.00 per month. As additional consideration for the TENANT'S right to possession, use, and control of the Subject Property, the TENANT shall assist with fundraising activities on behalf of the LANDLORD for the purposes of acquiring additional capital to fund the construction of the Veteran's Pavilion Project and related capital improvements. In connection with the TENANT'S fundraising activities on behalf of LANDLORD, the TENANT shall have the right to use LANDLORD'S good name and good will. The LANDLORD shall cooperate with the TENANT for the purposes of soliciting donations and method of solicitation, i.e., telemarketing, direct mail in, and social events. The schedule and or method of fundraising activities shall be mutually agreed to by LANDLORD and TENANT.

4. **POSSESSION, USE, and CONTROL OF THE PREMISES:** The Subject Real Estate shall be used and occupied by the TENANT for charitable events pursuant to the purposes of the TENANT'S operations as a non-profit charitable entity, or otherwise, the Subject Real Estate may be sublet for other purposes with LANDLORD's consent.

5. **TENANT'S COVENANTS:**

a. TENANT agrees to use and occupy the premises in a careful, safe and proper manner, and to commit no waste, and to keep the premises in a clean and safe condition in accordance with this Lease, all laws, regulations, order, ordinances and the lawful directions of proper public officers.

b. TENANT will not permit the accumulation of rubbish, trash, garbage or other refuse in or about the premises, and will remove the same at TENANT'S expense.

In the event the TENANT fails to remove any accumulation of rubbish immediately upon notice to do so, LANDLORD shall have the right to remove such rubbish and charge the cost directly to the TENANT.

c. TENANT agrees that if anything done, omitted to be done or kept upon or about the premises shall cause the rate of fire or other insurance on the premises to be increased beyond the minimum rate which would be applicable to the premises of the use permitted herein, TENANT will pay the amount of such increase to the LANDLORD upon demand.

6. **INSURANCE AND REAL ESTATE TAXES:** LANDLORD shall maintain hazard insurance on the subject real estate and LANDLORD shall pay real estate taxes on the subject real estate.

7. **INSPECTION:** TENANT shall use diligence in guarding the premises from damage by fire, and shall not permit noise or nuisance to the disturbance of others. LANDLORD or LANDLORD'S agents may enter the demised premises at all reasonable times for purposes of inspection.

8. **ALTERATIONS AND IMPROVEMENTS:** No alterations, additions or improvements to the inside or outside of the leased premises shall be made by the TENANT without the written consent of the LANDLORD. Any alterations or additions made by the TENANT and any installation of trade fixtures owned by the TENANT shall remain the property of the TENANT and shall be removed by the TENANT at any time during the term of this Lease, or upon the termination of this Lease. TENANT shall repair all damage to the leased premises caused by the installation and removal of fixtures, and the leased premises shall be put back in its original condition, less normal wear and tear. Any permanent alterations, additions or fixtures made by TENANT shall become the property of LANDLORD.

9. **NO ASSIGNMENT OR SUBLET:** TENANT shall not assign this Lease or any interest therein, and shall not sublet the leased premises or any part thereof without the consent of the LANDLORD.

10. **RELATIONSHIP OF THE PARTIES:** The relationship between the parties is that of LANDLORD and TENANT, and this Lease Agreement shall not create the relationship of principal or agent, partnership or joint venture, between the parties hereto.

11. **TIME OF THE ESSENCE:** Time is of the essence in all respects with regard to the terms and conditions of this Lease.

12. **COMPLIANCE OF LAWS:** The TENANT shall comply with all laws, orders and regulations of the federal, state and municipal authorities and with any lawful direction of any public officer, which shall impose any duty upon the TENANT with

respect to the leased premises. The TENANT, at its sole expense, shall obtain all required licenses and permits for the conduct of its business within the terms of this Lease, or for the making of repairs, alterations, improvements or additions.

13. SURRENDER UPON TERMINATION: Upon the termination of this Lease, the TENANT shall surrender the leased premises in as good of condition as it was at the beginning of the term, ordinary wear and tear excepted, and the TENANT shall remove all of its property therefrom so that the LANDLORD can take possession of the leased premises.

14. DEFAULT: Each of the following shall be deemed to be a default by the TENANT and a breach of this Lease:

- a. The failure on the part of the TENANT to observe or perform any of the other terms, covenants, or conditions of this Lease.

Each party shall have such rights and remedies as provided by law or equity upon the default of the other party. No waiver of any condition or covenant of this Lease by the LANDLORD or TENANT shall be deemed to imply or constitute a future waiver by the LANDLORD or TENANT of any other condition or covenant under this Lease. The rights and remedies created by this Lease Agreement are cumulative, and the use of one remedy shall not be taken to exclude or waive the right of use of another.

15. NOTICES. All Notices to LANDLORD shall be made by delivering the same to the LANDLORD at 406 E 7th, Lexington, NE 68850. All Notices to TENANT shall be delivered to TENANT's place of business, at 607 N Washington, Lexington, NE 68850 by mail or hand delivery.

16. CHANGES OR MODIFICATIONS: It is agreed that no change or modifications of this Lease shall be made except in writing signed by both the LANDLORD and the TENANT, setting forth the terms and conditions of the agreed modification or change.

17. BINDER: This Lease Agreement shall be binding upon the heirs, successors, assigns and legal representatives of the Parties hereto.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement the day and year first above written.

{Signature and Notary Pages to Follow}

LANDLORD:

CITY OF LEXINGTON, NEBRASKA

By _____
JOE PEPLITSCH, City Manager

TENANT:

LEXINGTON COMMUNITY FOUNDATION

By _____
TOD A. McKEONE, President

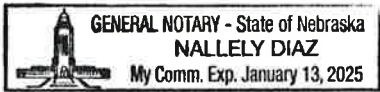
STATE OF NEBRASKA)
) ss.
COUNTY OF DAWSON)

The foregoing instrument was acknowledged before me on _____, 2021, by CITY OF LEXINGTON, a Nebraska Municipality.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DAWSON)

The foregoing instrument was acknowledged before me on July 9th, 2021 by Tod A. McKeone, President for and on behalf of the LEXINGTON COMMUNITY FOUNDATION, a Nebraska Non-Profit Corporation



Notary Public

Exhibit A

Lots 1, 2, 3, and 4, Block 2, Kirkpatrick's Addition to the City of Lexington, Dawson County, Nebraska.