

## COMMERCIAL LEASE

1. **PARTIES:** **Clinton Recreational Authority**, an Oklahoma Public Trust, the **Lessor** agrees to lease to **Kent Miller, Lessee**, the following described property, to wit: **the property commonly known as the Riverside Golf Course Clubhouse, located 10325 CR N. 2265, Clinton, OK.** The parties agree that this lease is limited solely to the clubhouse structure, adjacent pavilion, and curtilage only and shall not include the balance of the golf course.
2. **TERM:** For the initial term of from September 1, 2021 through June 30, 2022 and a subsequent term of one (1) year beginning on July 1, 2022, to be continuously occupied and used during the term of the lease by Lessee for no other purpose than a golf course clubhouse. Lessor may terminate this lease at anytime upon 15 days notice. Further, Lessor shall have the option to annually renew this lease, at least 45 days before the termination date, unless terminated prior to the end of the term.
3. **RENTAL:** In consideration of the following obligations contained in this agreement and the monthly payment of \$1.00 and other good and valuable consideration as negotiated in the Management and Operation Agreement to be paid on or before the 5<sup>th</sup> day of each month, Lessor shall lease the subject premises to Lessee.
4. **REPAIRS:** Lessee accepts the premises in their present condition and agrees it is suitable for which leased. Lessee shall take good care and maintain the property, and upon the termination of this lease deliver the property in good repair and condition, reasonable wear and tear excepted. Lessee shall not make any structural alterations to the property without written permission of Lessor. All such additions and fixtures (except trade fixtures) shall remain and become the property of Lessor, unless Lessor requests their removal; in which event Lessee shall remove same and restore the premises to their original condition at Lessee's expense.
5. **CASUALTY:** In the event the property, or a portion thereof, shall be damaged by fire, or other casualty insurable under standard fire and extended coverage insurance, and Lessor does not elect to terminate this lease, Lessor shall proceed to rebuild and repair at his expense. If the building shall (a) be substantially damaged by a casualty not covered by Lessor's insurance or (b) be rendered untenable in excess of fifty percent of the floor area by casualty covered by Lessor's insurance or (c) suffer damage to the extent that the remaining term of the lease is not sufficient to amortize the cost of the reconstruction, then Lessor may elect to terminate the lease by giving written notice to Lessee within sixty (60) days of the date of such casualty. The premises shall be deemed totally destroyed if the cost of restoration exceeds fifty percent of the fair market value of the improvements thereon prior to such casualty. Lessee shall receive pro rata refund of any sum paid in advance for the period during which the premises are unfit for use. Lessee shall not permit the property to be occupied for any purpose deemed illegal, disreputable, or extra hazardous on account of fire, not permit any actions that will increase the fire insurance rate on the building or the property. If Lessor agrees to such hazardous use, Lessee agrees to pay the increase of insurance premiums caused thereby. Lessee agrees to insure at their expense all improvements they make to the property trade fixtures and personal property owned by Lessee against any loss.
6. **ASSIGNMENT:** Lessee shall not assign, sublet, mortgage or pledge this lease nor permit the whole or any part of the premises to be occupied by others without written consent of Lessor.

7. LAWS: Lessee agrees to comply with all laws, rules and orders of Federal, State and Municipal governments and all of their departments, and the Board of Fire Underwriters, at Lessee's expense.
8. INDEMNITY: Lessee agrees to keep the property covered with liability insurance, with coverage in the amount of at least 1,000,000/2,000,000, at the cost of the Lessee and to indemnify Lessor and hold him harmless of any loss, expenses or claim arising out of the use of the property by Lessee, his employees, invitees, agents or visitors or any other person whatsoever. Lessee shall name lessor as an additional insured on any such liability policy. Lessor shall not be liable for any injury or loss on or about the Property to Lessee, his agents, invitees, subtenants, or licensees. Lessor shall not be liable to Lessee for injury to person or damage to property caused by defect or failure to electricity or oil leaking or by any portion of the property becoming out of repair. In any suit or action for damages arising from alleged negligence of Lessee in which Lessor is included as a defendant, Lessee will assume all the burdens, costs and expenses of the defense thereof, including attorney's fees, and the cost of settlement or judgement obtained against Lessor by reason thereof. Upon request, Lessee shall provide Lessor a copy of the certificate of insurance, identifying Lessor as an additional insured.
9. ENTRY: Lessor or his representatives shall have the right to enter the property at reasonable times, upon 24 hours notice, to inspect, make repairs, or alterations, or show the property to prospective purchasers, lessee or lenders. Lessee shall not be entitled to abatement of the rent by reason thereof.
10. DEFAULT: The following events shall be deemed to be a default by Lessee: (1) failure to pay any installment of rent, if such failure shall continue for ten days, (2) failure to comply with any provision of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice is sent to Lessee, (3) Lessee becomes insolvent; makes a transfer in fraud to creditors; makes an assignment for the benefit of creditors; files a petition under any section of the National Bankruptcy Act; is adjudged bankrupt; has a receiver appointed; deserts or vacates any substantial portion of the property; does or permits any act which creates lien on the property. Upon the occurrence of any of the above, Lessor may, without demand or not, enter and take possession of the property; expel or remove all occupants property found thereon without being liable for damages; may elect to cancel this lease or relet the premises on such terms as Lessor deems advisable and receive the rent thereof; and Lessee agrees to pay on demand any deficiency and cost incurred. Lessor shall have the option to file a Forcible Entry and Detainer action without prior notice, in the proper court, and obtain a writ of possession thereby. Lessor shall be entitled to all expenses, court cost and reasonable attorney's fees for the collection of any sum due under this lease and the enforcement of this agreement. All past due rentals shall bear interest at five percent (5%). Lessor is specifically given the right to seek injunctive relief against Lessee in the event of default.
13. POSSESSION: Unless otherwise noted herein, possession will be given on the beginning date of the lease. If the premises are not ready for occupancy at the date of beginning of this lease, no rental shall be payable until Lessor notifies Lessee the property is ready for occupancy. Lessee waives any claims for damages because of such delay. Rental for any fraction of month at the beginning or end of this lease may be prorated at the option of Lessor.
14. WAIVER: Acceptance of delinquent rent, or prior waiver of any of Lessor's rights hereunder

shall not constitute a waiver of Lessor's rights to prompt payment or damages in event of subsequent or breach of Lessee.

- 15. TAXES: Lessor is responsible for rendering the paying of real estate taxes, if any, on the property. Lessee is responsible for rendering and paying all personal property taxes on their personal property, trade fixtures and inventory placed on property.
- 16. UTILITIES: Lessee agrees to pay for all utilities used on the property, including electric, gas, water, waste removal, burglar alarms, cleaning services, electric light globes, lawn care, and all other services and supplies required by Lessee.
- 17. Property Maintenance: Lessee shall keep the property in a neat and orderly condition. Lessee shall not keep, store, or park any vehicle, supply, or tool of Lessee's trade at any spot on the subject premises other than areas designated by Lessor. Any lawn shall be maintained to the sole satisfaction of Lessor. Failure to maintain the lawn and weeds on the premises shall be considered a material breach, and will subject the lease to termination upon failure to correct after 3 days notice.
- 18. SERVERABILITY: In the event any part of this lease is declared invalid by court, the remaining portion shall remain in full force and effect.
- 19. NOTICES: All notices required or permitted herein, must be in writing and may be delivered in person, or by mailing to the address shown herein, or the address of the property for Lessee, by certified mail, return receipt requested. Such notices shall be deemed to be delivered as of the date of posting, weather actually received or not.

This LEASE contains the entire agreement between the parties hereby, and no agreements, inducements or promises, oral or otherwise, not a part of this agreement, shall be binding on the parties hereto.

THE TERMS hereof shall be binding upon the parties hereto, their heirs, successors in interest and legal representatives. THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

Executed in multiple this the 1<sup>st</sup> day of October, 2021.

Lessor

Lessee

  
CLINTON RECREATIONAL AUTHORITY  
Address:

  
KENT MILLER  
Address: