

**LEASE**

This Lease Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2009, by and between The City of Clinton (Lessor), and Care, Inc/ East Side Academy as co-tenants. (Lessees), and is as follows:

**RECITAL**

The Lessor is the owner of the property described below, and the parties hereto desire to enter into a lease of said premises for the use by Lessee.

In consideration of the mutual covenants contained herein, the parties agree as follows:

**SECTION ONE**  
**Description of Premises**

The Lessor will lease and let unto the Lessees the business property located at 215 East Modelle, Clinton, Oklahoma.

**SECTION TWO**  
**Term of Lease**

The term of this Lease is one (1) year, commencing on October 1, 2009, and terminating on June 30, 2010. The Lessor and Lessees agree that there will be an option to renew the Lease for two additional years following the first year lease. Lessees agrees to give Lessor a minimum of thirty (30) days notice if the Lessees intends to terminate the Lease.

**SECTION THREE**  
**Rental**

The Lessees shall pay to the Lessor as rental for said premises the sum of Ten and NO/00's Dollars (\$10.00) per year and other valuable consideration, commencing on October 1, 2009, to June 30, 2010.

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### **SECTION FOUR**

#### **Utilities**

The Lessees shall arrange and pay for all utilities furnished to the leased premises for the term of this Lease, including, but not limited to; electricity, natural gas, cable TV, water, sewer, garbage, and telephone service, and any deposits relating thereto.

### **SECTION FIVE**

#### **Repairs and Maintenance**

The Lessees shall pay for all normal maintenance of the interior of the facilities located on the above premises, including, but not limited to, normal maintenance of the electrical, plumbing, heating and air conditioning systems and lawn maintenance. The Lessor agrees to maintain the roof of said structure in good repair and to pay for costs of replacement, if required, of the heating and air conditioning systems, and major plumbing and electrical repairs. Further, Lessor will provide a policy of insurance covering the property only.

### **SECTION SIX**

#### **Assignment and Sublease**

The Lessees shall not have the right to assign this Lease or sublet the premises to another party without the prior written approval of the Lessor.

### **SECTION SEVEN**

#### **Alterations and Improvements**

Alterations and improvements will only be made upon mutual consent of the parties hereto following a written request to do so.

### **SECTION EIGHT**

#### **Partial Destruction of Premises**

In the event the above described premises are totally destroyed or partial destroyed due to fire, tornado, or other Act of God, making said premises unsuitable for the uses for which they were leased, it is agreed that the Lessor shall have the option to either repair said premises or terminate this lease. In the event the Lessor elects to repair said premises, Lessor agrees to repair in a reasonable time.

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**SECTION NINE**  
**Indemnification**

The Lessees shall indemnify, defend and hold the Lessor harmless against any and all occurrences, including: all losses, damages and liabilities arising from Lessees use of the leased premises. The Lessees shall obtain and maintain in force at its expense, public liability insurance on the leased premises in the minimum sum of \$500,000.00 per occurrence as well as workers compensation insurance for qualified individuals, and provide proof of same to the Lessor within thirty (30) days of October 1, 2009.

**SECTION TEN**  
**Smoke-Free Environment**

The Lessees agrees to prohibit smoking of any kind in the leased premises by Lessee, its employees or patrons, either during or after hours of operation. The Lessees agrees to post appropriate signage reflecting that smoking is not allowed and further agrees to enforce said No Smoking Provision.

~ **SECTION ELEVEN**  
**Condition of Leased Premises**

The Lessees are accepting the premises in its present condition and no warranties of any kind or nature have been made by the Lessor regarding the condition of the leased premises.

**SECTION TWELVE**  
**Breach**

The appointment of a receiver to take possession of the assets of Lessee, a general assignment for the benefit of the creditors of Lessees, any action taken or allowed to be taken by Lessees under any bankruptcy act, failure of the Lessee to pay any of the rentals as discussed herein or the failure of the Lessee to comply with each and every term and condition of this Lease shall constitute a breach of this Lease. Upon breach, the Lessor shall be entitled to the remedies allowed by law including the right to terminate this Lease and re-enter the leased premises upon occurrence of any of the above described events of default. Failure to pay utilities, resulting in termination of service, shall constitute a material breach and may result in eviction. Further, condonation or engaging in activities which violate state statutes or the standards of the community shall constitute a material breach and may result in eviction.

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**SECTION THIRTEEN**

**Attorney Fee**

If either party files an action to enforce any agreement contained in this Lease, or for breach of any covenant or condition, the successful party in said action shall be entitled to a reasonable attorneys fee and court costs incurred.

**SECTION FOURTEEN**

**Liens and Encumbrances**

The Lessees agrees that it will not encumber or allow any liens to attach to any property covered by this Lease or this Lease Agreement and the Lessee will indemnify the Lessor against all such liens, encumbrances, suits or other proceedings against said property.

**SECTION FIFTEEN**

**Notices**

Any notice required under the terms and conditions of this Lease shall be forwarded to the Lessor at the following address:

Office of the Clinton City Manager  
**P.O. Box 1177**  
Clinton, Oklahoma 73601

**LEASE**

This Lease Agreement shall be binding on the parties, their successors and assigns, and shall be construed under the laws of the State of Oklahoma.

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**Grayson Bottom, City Manager  
City of Clinton  
Lessor**

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**Henry Caldwell, CARE Board President  
CARE, Inc.  
215 East Modelle, Clinton, Oklahoma 73601  
Lessee**

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**Steven Collins, East Side Academy Board President  
East Side Academy Inc.  
Lessee**