

LEASE

This Lease Agreement is made and entered into this ____ day of ____ 2022, by and between the City of Clinton, (Lessor), and Eastside Academy, Inc. (Lessee), and is as follows:

RECITALS

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

WHEREAS Lessee is a non-profit, self-development, community service organization attempting to promote positive community relations in the Clinton area with programs that promote community pride and self-development;

WHEREAS the programs of Lessee are primarily serving the economic disadvantaged, especially the youth of Clinton;

WHEREAS there is a desire of Lessee through its educational activities and programs of work and projects that promote and provide educational opportunities, emotional support, mentoring, an opportunity for youth to develop work skills and practices, and a concern for others, and promote a connection to the community in which they live, and, for the City of Clinton;

WHEREAS Lessee is the sole and exclusive tenant at 215 E. Modelle in Clinton, Oklahoma, a City of Clinton owned building located at the northwest corner of Modelle and Glenn Smith Rd known as the "Eastside Academy".

WHEREAS it would be mutually beneficial for the Lessor and Lessee to enter into an agreement providing for certain monetary support and rewards for to encourage the youth of Clinton to develop educational and social skills via programs and mentoring at the Eastside Academy.

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 Lessee the business property located at 215 East Modelle, Clinton, Oklahoma. The Lessee agrees to maintain the property and items of personal property in good repair; and said items shall remain in the leased premises during the terms of this Lease.

SECTION TWO
TERM OF LEASE

The term of this Lease is one (1) year, commencing on July 1, 2022, and terminating on June 30, 2023. The Lessor and Lessee agree that there will be an option to renew the Lease for two (2) additional years following the first year's term. Lessee must exercise this option, in writing, sixty days prior to June 30, 2023.

SECTION THREE
RENTAL

The Lessee shall pay the Lessor as rental for said premises the sum of Ten and no/100's Dollars (\$10.00), per year and other good and valuable consideration, commencing on July 1, 2022, and terminating on June 30, 2023.

Lessee agrees to furnish adult supervision for all programs and projects undertaken under this agreement which shall include, but not be limited to, educational, mentoring, tutoring, and emotional support; and activities such as preparing meals and the subsequent clean-up; picking up trash and cleaning the lots adjacent to the facility at 215 E. Modelle, and all other activities previously agreed upon.

Lessee shall obtain a Release of Claims from each participant. Lessee further agrees to maintain a register of participants who have signed a Release of Claims form.

Additionally, Lessee shall provide a work schedule for participants and projects completed, including accomplishments of the Eastside Academy and/or the individuals it serves with the above-mentioned register, also to be submitted quarterly. Said report shall be furnished to the office of the City Clerk no later than the 10th day of each calendar quarter.

Lessee shall provide the Lessor with a duly executed Hold Harmless Agreement which protects the Lessor against claims of any and all individuals and/or organizations.

SECTION FOUR
UTILITIES

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

SECTION FIVE
OBLIGATIONS OF THE CITY OF CLINTON

Lessor shall repair and maintain the structural portion of the Premises, including exterior walls and roof, unless such maintenance or repair is caused in whole or in part by the neglect, fault or omission of Lessee, its agents, employees, or invitees, or by unauthorized breaking and entering, in which event Lessee shall pay to Lessor the cost of such maintenance and repair. Lessor shall have no obligation to repair until a reasonable time after the receipt, by Lessor, of written notice of the need for repairs.

Unless otherwise specifically provided in the Lease, there shall be no abatement of rent and no liability of Lessor by reason of any injury to or interference with Lessee's operations arising from the making of any repairs, alterations, or improvements in or to any portion of the Premises, or parking lot. Lessor will inspect the areas designated in Section One above at least quarterly to ensure compliance with this agreement.

During the term of this lease, contingent on annual budget approval process, Lessor will provide reimbursement(s) totaling up to \$5,000.00 to Lessee for purchases of school supplies and the hiring of youth and adults to assist in the implementation of activities and programs with the understanding that at least 85% of these reimbursements must be used to fund educational activities and programs. Receipts must be provided to the City Clerk with each quarterly report referred to in Section Three above, in order to be reimbursed. Reimbursements will not be carried over if the required reports and receipts are not submitted as agreed to.

SECTION SIX
ASSIGNMENT AND SUBLEASE

The Lessee 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. At the termination of this Lease, Lessee shall have the right to remove any improvements or fixtures which Lessee has installed on the leased premises so long as said removal

does not cause structural damage to the leased premises. The Lessee agrees to restore the leased premises to its former condition after removal of said improvements, normal wear and tear excepted.

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 with the above-described rental to be reduced in proportion to the unused total square footage during the period of repairs. Lessor shall maintain a policy of insurance covering the property only.

SECTION NINE **INDEMNIFICATION**

The Lessee shall indemnify, defend and hold the Lessor harmless against all losses damages and liabilities arising from Lessee's use of the leased premises. The Lessee 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 and provide proof of same to the Lessor.

SECTION TEN **SMOKE-FREE ENVIRONMENT**

The Lessee 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 Lessee 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 Lessee is 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 Lessee, any action taken

or allowed to be taken by Lessee 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 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.

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 attorney's fee and court costs incurred.

SECTION FOURTEEN
LEINS AND ENCUMBRANCES

The Lessee 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:

Clinton City Manager
P.O. Box 1177
Clinton, Oklahoma 73601

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

David Berrong, Mayor
City of Clinton
Lessor

Steve Collins, President
Eastside Academy, LLC
Lessee