LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 2016, by and between the CITY OF JOPLIN, MISSOURI, a municipal corporation, hereinafter referred to as "Landlord", and JOPLIN AREA CHAMBER OF COMMERCE FOUNDATION, hereinafter referred to as "Tenant".

W I T N E S S E T H:

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the Landlord hereby lets and leases to the Tenant the after-mentioned land and improvements and improvements located thereon, to have and hold for the following purposes and subject to the following covenants and conditions, to-wit:

1. Demise and Term. Landlord leases to Tenant and Tenant leases from Landlord, the land on the entire south 50 feet and entire west 50 feet of Murphysburg Porter Lots 232-234, Joplin, Missouri (the "Premises"). The original term of this lease and Tenant's obligation to pay rent hereunder shall commence on [MONTH] 1, 2016 and run five (5) years, through [DATE]. If Tenant is not in default, this lease shall automatically renew for four (4) successive terms of five (5) years each, subject to each party's right of termination contained in Section 20. Each renewal shall be on the same terms and conditions as the original lease and conditioned on Tenant not being in default during the term of the lease. Tenant and its employees, contractors, students, teachers, and invitees may use the Premises, as outlined on the map attached hereto and incorporated herein as Exhibit "A".

2. Rent. During the term of this lease, an annual rental of One Dollar ($1.00) per year due and payable the date hereof to the Director of Finance of the City of Joplin, 602 S. Main, Joplin, Missouri.

3. Assignment and Subletting. Tenant will not assign this lease in whole or in part, nor sublet all or any part of the Premise, without obtaining the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or subletting without Landlord consent in writing shall be void.

4. Use of Premises by Tenant. Tenant shall use the Premises for the purpose of providing additional parking spaces for the CDBG-DR funded Advanced Training and Technology Center- Phase I project. The parking lot shall be open 24 hours per day, seven days per week, 365 days of the year. Tenant shall not perform any acts or carry on any practices that may injure the Premises or be a nuisance or menace. Tenant shall obtain such state, county, and local, permits or licenses as may be required for use of the Premises as additional parking spaces.

5. Fixtures and Alterations. Landlord and Tenant hereby agree that the Premises are leased in an "AS IS" condition. Tenant may pave the Premises and shall be responsible for maintaining the Premises through the duration of the lease. Tenant shall not make any additional improvements to the Premises without first obtaining the Landlord's consent. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. Upon completion of any construction or modification to the Premises, same shall become the property of Landlord.

6. Liens. If any mechanics, laborers, materialmen's or any other lien shall at any time be filed against the Premises as a result of Tenant's occupancy or construction thereon, Tenant shall, within thirty (30) days after such lien is made or filed, cause the same to be discharged of record by payment, order of a court of competent jurisdiction, or otherwise. Notice is hereby given that the Landlord shall not be liable for any labor or materials furnished to Tenant and no mechanics' or other liens shall attach to or affect the reversionary or other estate or interest of Landlord in and to the Premises.

7. Maintenance of the Premises. Tenant shall at all times maintain the Premises in good condition and repair and keep the Premises in a neat and orderly condition. If Tenant refuses or neglects to repair the Premises as required hereunder as soon as reasonably possible after written demand and to the reasonable satisfaction of Landlord, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's other property, or to Tenant's business by reason thereof, and upon completion thereof Tenant shall pay Landlord's costs for making such repairs upon presentation of a bill thereof.

8. Insurance. Tenant shall, during the entire term of this lease, keep in full force and effect policies of public liability and property damage insurance with respect to the Premises, in which the limits of public liability shall not be less than a single limit of $1,000,000.00 for personal injury and $50,000.00 for damage to property. The policy shall name Landlord, any person, firms or corporations designated by Landlord, and Tenant as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord ten (10) days' prior written notice. The insurance shall be in an insurance company acceptable to Landlord and a copy of the policy or a Certificate of Insurance shall be delivered to Landlord.

9. Indemnification of Landlord. Tenant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Landlord, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Landlord, their agents or employees, or Tenant, its agents or employees, or any third person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this lease or any work done thereunder or business carried on by Tenant, except when such loss, injury, or damage is the result of the negligence of Landlord, its employees, agents, or invitees.

10. Damage or Destruction of the Premises. In the event that the Premises are destroyed or damaged so as to be unfit for use, by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored within ninety (90) days, then this lease shall be automatically terminated. Otherwise, Landlord shall proceed at its own expense and with due diligence to restore the Premises within such ninety (90) days, in which case there shall be an abatement and apportionment of the rent until the Premises are restored. In the event Landlord determines that the Premises cannot be rebuilt or restored under the ninety (90) day provision herein, then it shall give written notice of this decision to Tenant within thirty (30) days from the date of the happening of such casualty, and this lease shall terminate.

11. Default of the Tenant. In the event of any failure by Tenant to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given to Tenant, then Landlord, besides

other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Premises without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Should Landlord at any time terminate this lease for any breach in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach. Tenant further agrees to indemnify Landlord for any and all costs and expenses, including attorney fees, incurred by Landlord in any lawsuit against Tenant to enforce the terms of this lease.

12. Right of Entry. Landlord or Landlord's agents shall have the right to enter the Premises at all reasonable times to examine the same and to make such repairs, alterations, improvements or additions as the Landlord may deem desirable at Landlord's sole expense. Landlord reserves the right to use the leased premises at such times that do not coincide with scheduled classes and training at the Advanced Training and Technology Center, Phase I project.

13. Landlord's Covenant. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this lease. Each party agrees to indemnify the other for any and all costs and expenses, including attorneys' fees, incurred by one party in any lawsuit against the other to enforce the terms of this lease, provided that such party is successful.

14. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested, (except for rent payments) to the Landlord as follows:

City of Joplin, Missouri
Samuel Anselm, City Manager
602 S. Main Street
Joplin, Missouri 64801,

and to Tenant as follows:

Joplin Area Chamber of Commerce Foundation
Attn: President
320 East 4th Street
Joplin, Missouri 64801.

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

15. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this lease Agreement, and no alteration, amendments or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement. This provision shall not apply to changes of address for forwarding of notice or rental payments.

16. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

17. Compliance with Applicable Laws. Tenant shall comply with all applicable laws, ordinances, rules and regulations.

18. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

19. Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

20. Heirs, Successors and Assigns. Each and every obligation contained in this Lease Agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors and assigns.

21. Cancellation or Termination. This Agreement shall govern all transactions between the parties until cancelled or terminated by either party. It is agreed that either party shall have the right to cancel or terminate this Agreement at any time on one hundred eighty (180) days written notice by certified mail, or by personal delivery, to Tenant.

22. Contingent of City Council Approval. This Agreement is contingent on approval from the Joplin City Council.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

Date: _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri A Municipal Corporation	Joplin Area Chamber of Commerce Foundation Not-For-Profit
Signature:_____	Signature:_____
Samuel Anselm	Rob O'Brian
City Manager	Joplin Area Chamber of Commerce Foundation President

STATE OF MISSOURI)) ss.

COUNTY OF JASPER)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is_____and I am the_____. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal

this_____day of_____, 2016.

_____
Notary Public

My commission expires:

_____

EXHIBIT A: Aerial Map of Parking Lot

