LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 201___, by and between the **CITY OF JOPLIN, MISSOURI**, a municipal corporation, hereinafter referred to as "Landlord", and **JOPLIN SPORTS AUTHORITY**, 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, a part of the land and improvements thereon located at 3301 W. 1st Street (the "Premises") specifically described on Exhibit A. The original term of this lease and Tenant's obligation to pay rent hereunder shall commence on January 1, 2017, for a term of five (5) years extending to and until December 31, 2021. Before expiration of this Agreement the parties agree to enter into good faith negotiations on an extension term subject to the approval of the council and the JSA Board of Directors.

2. Rent. During the term of this lease, and any extensions thereof, Tenant agrees to pay to Landlord at the office of Landlord annual rent in the sum of Five Thousand Six Hundred Fifty Two Dollars ($5,652.00), payable in monthly installments of $471.00. Said rent shall be due in advance on the first day of each month during the lease term.

3. Assignment and Subletting. Tenant will not assign this lease in whole or in part, nor sublet all or any part of the leased premise, without obtaining the prior written consent of the Landlord. Any assignment or subletting without Landlord consent in writing shall be void. Tenant agrees to use the premises for school and education-related activities.

4. Use of Premises by Tenant. Tenant shall use the leased premises solely for the purpose of providing sports marketing and related activities consistent with the mission of the Joplin Sports Authority. Tenant shall not perform any acts or carry on any practices that may injure the building or be a nuisance or menace. Tenant shall obtain such state, county, and local, permits or licenses as are required for the proper operation of the business before being leased the premises. Tenant is permitted to use the restrooms and conference room (by appointment) in the Landlord's space.

5. Use of Premises by Landlord. Landlord agrees to keep its part of the premises in a clean and orderly condition after its use of the premises. Landlord will retain office space on the premises.

6. Fixtures and Alterations. Landlord and Tenant hereby agree that the premises are leased in an "AS IS" condition. Tenant shall not make or cause to be made any alterations,

additions or improvements, or install or cause to be installed any trade fixtures, floor covering, interior or exterior lighting, plumbing fixtures, shade or awnings, paving or landscaping, or make any changes to the premises without first obtaining Landlord's consent. Tenant shall present to the Landlord architectural and building plans and specifications for such work at the time approval is sought. Upon completion of any construction or modification to the premises including all improvements, fixtures, electrical and plumbing, the same shall become the property of Landlord.

7. Liens. If any mechanics, laborers, materialmen's or any other lien shall at any time be filed against the leased 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 property leased herein.

8. Maintenance of Leased Premises. Tenant shall provide the maintenance and janitorial services for the Leased Premises. Landlord shall be responsible for the maintenance and janitorial services for its part of the building as well as the outside grounds.

9. Insurance. Tenant shall procure and maintain a Certificate of Insurance covering Worker's Compensation insurance from a responsible insurance company acceptable to Landlord, and said insurance shall provide for the payment of compensation in accordance with the laws of the State of Missouri for all employees of the Tenant, and further insuring Landlord against any and all liability for personal injury or death of such employees. 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 leased premises and the business operated by Tenant in the leased 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.

10. 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.

12. Utilities. Tenant shall pay all utility costs related to the building including gas, water, electric and trash in proportion to its occupied space of the total building which is calculated to be twenty-five percent (25%). Landlord shall submit a monthly invoice to Tenant and payment

of the monthly utility cost shall be made to the Landlord within fifteen (15) of the mailing of the invoice. Failure to pay monthly utility costs shall be considered a material breach of the Lease Agreement and grounds for termination of this Agreement.

13. Telecommunications. Tenant shall be solely responsible for its phone, internet and cable service and expense. Tenant shall be entitled to utilize the existing communications line that services the building.

14. Damage or Destruction of Leased Premises. In the event that the leased premises are destroyed or damaged so as to be unfit for ordinary occupancy and 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.

16. Default of the Tenant. In the event of any failure by Tenant to pay any rental or fee due hereunder within twenty (20) 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 leased 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.

17. 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 leased 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.

18. Parking. Tenant and its employees, contractors and invitees may use the parking lot on the south side of the lease premises, but said use shall not exceed one-quarter of the parking spaces existing in the lot.

19. 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
City Manager
602 S. Main
Joplin, Missouri 64801,

and to Tenant as follows:

Joplin Sports Authority
Craig Hull, Director
3301 W. 1st 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.

20. 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.

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

22. 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.

23. Choice of Law, Venue and Jurisdiction. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

24. Entire Agreement. This Agreement (including any Attachments) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

25. Waiver or Breach. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

26. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

27. Binding Effect. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

28. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

29. Contingent on Council and Board approval. This Lease Agreement is contingent on the approval of the Joplin City Council and the Board of the Joplin Sports Authority.

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

CITY OF JOPLIN, MISSOURI, a Municipal Corporation

By: _____
Samuel Anselm, City Manager

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

"LANDLORD"

JOPLIN SPORTS AUTHORITY

By: _____
Craig Hull, Director

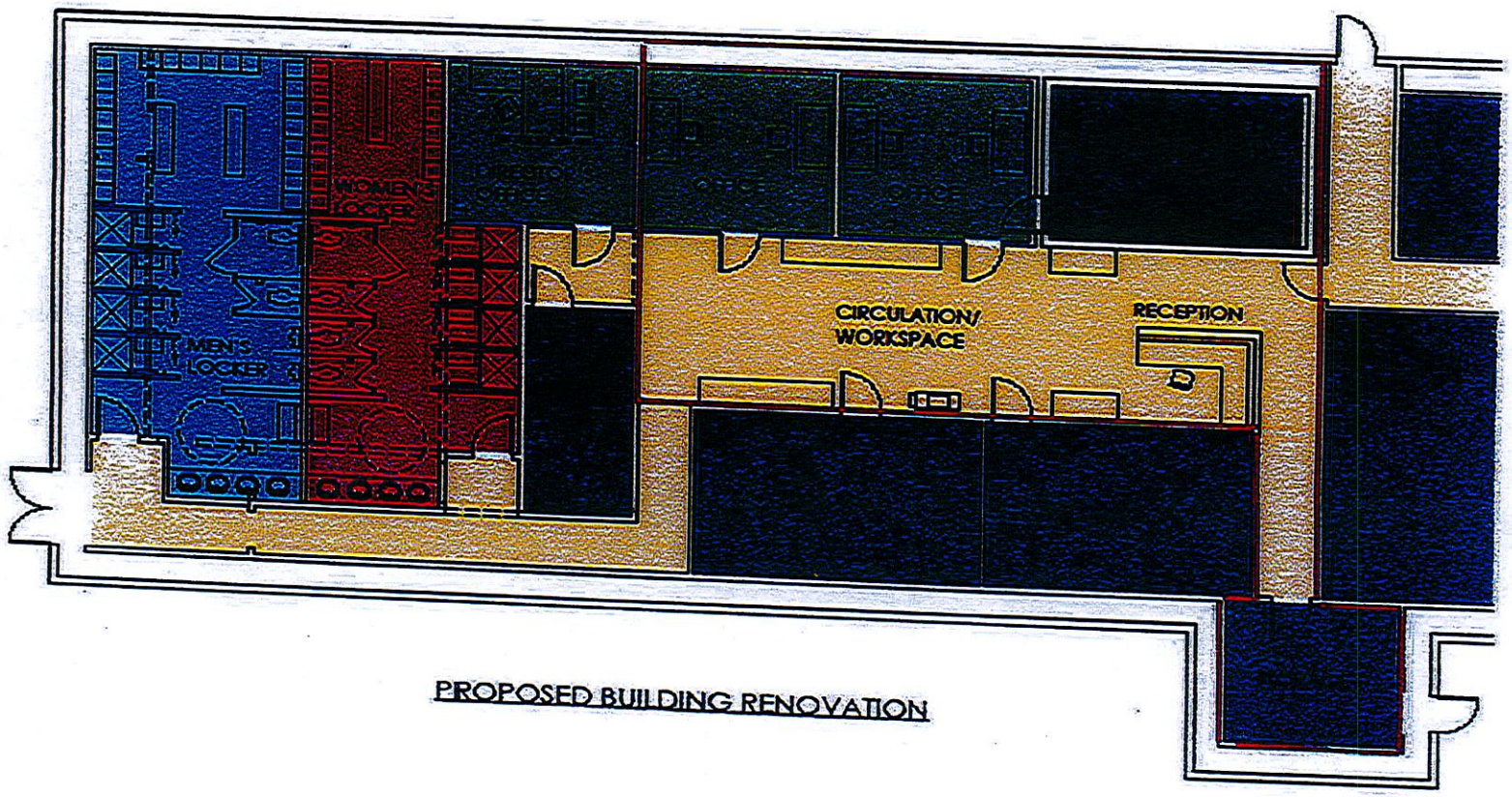
ATTEST:

_____
Secretary

"TENANT"

EXHIBIT A

Phase one project outlined in red



PROPOSED BUILDING RENOVATION

CGA

JOPLIN ATHLETIC COMPLEX

NORTH