

**Lease Agreement
Animal Shelter**

THIS AGREEMENT, to be finally authorized and made and entered into effective on the date of final execution, by and between the Warrensburg Animal Rescue, Inc., a Missouri Nonprofit Corporation duly organized and existing under the laws of the State of Missouri, hereafter referred to as Lessee, and the City of Warrensburg, Missouri, a Missouri Municipal Corporation, hereafter referred to as Lessor,

WITNESSETH:

WHEREAS, Lessee is desirous of acquiring possession of a Animal Shelter Facility, which can be used as the Animal Shelter in Warrensburg, Missouri, and

WHEREAS, Lessor is the owner of certain real property located in Warrensburg, Johnson County, Missouri, which contains a licensable shelter facility;

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed by and between the parties as follows:

1. Lease of Premises: Lessor hereby leases to Lessee the Animal Shelter Buildings (hereinafter referred to as "premises"), and the equipment located thereon referenced on Exhibit "A" which are attached hereto and incorporated herein by reference, and lease the same to Lessee under the following terms and conditions.

2. Lessee's Inspection of the Leased Property: Lessee has been in possession of the premises under a prior lease and it shall be conclusively presumed, as between the Lessee and Lessor, that the Lessee has fully inspected and acknowledged that the Leased Property is in good condition and repair, and the Lessee is satisfied therewith and has accepted the Leased Property in such good condition and repair.

3. Term and Rental:

a) The length of this agreement shall be a period of commencing _____, 2022 and ending December 31, 2022, but only for so long, as there is in place an agreement between Lessee and Johnson County for funding of Lessee's operations, and if such agreement is not in place at any time, then this Lease shall immediately and without further action terminate and Lessee shall surrender possession back to Lessee

b) Lessee shall pay as rent the sum of \$1per annum, plus performance under the Operations Agreement, which forms part of the consideration for this Lease.

4. Limitation on Warranties: Lessee acknowledges and agrees that Lessor has not made, and does not hereby make, any representation, warranty, or covenant, express or implied, with respect to the merchantability, condition, quality, durability, fitness for use, or suitability of the premises in any respect whatsoever or in connection with or for the purposes and uses of Lessee, or any other representation, warranty, or covenant of any kind or character, express or implied, with respect thereto, and Lessor shall not be obligated or liable for actual, incidental, consequential, or other damages of or to Lessee or any other person or entity arising out of or in connection with the use of the premises and the maintenance thereof.

5. Waiver: The waiver of any breach of any of the provisions of this lease by the Lessor shall not constitute a continuing waiver or a waiver of any subsequent breach by the Lessee, either of the same provision or another provision of this lease.

6. Alterations: Lessee will not make any alterations, additions or improvements to the premises without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage at the termination of the tenancy herein created.

7. Liens and Taxes: Lessee shall keep the premises free and clear of all levies, liens and encumbrances except those created under this Agreement. It shall be the responsibility of Lessor to pay, when due, all state, local, and federal real property taxes which may now or hereafter be imposed upon the premises. If Lessor should fail to pay any such real property taxes when due, Lessee shall have the right, but shall not be obligated, to pay any such taxes. If Lessee pays any such taxes for which Lessor is responsible or liable under this Agreement, Lessee shall have the right to recover the same from Lessor.

8. Insurance: -

a. Coverage of Premises: Lessor shall, at all times while Lessee is occupying the premises as a tenant of Lessor, keep all improvements which are now or hereafter a part of the premises insured against loss or damage by fire and the extended coverage hazards for 100 percent of the full replacement value of such improvements with loss payable to Lessor.

b. Personal Injury Liability: Lessee shall maintain in effect, throughout the time Lessee occupies the premises as a tenant of Lessor, personal injury liability insurance covering the premises and its appurtenances and the sidewalks fronting thereon in the amount of \$459,893.00 for injury to or death of any one person, and \$3,065,952.00 for injury to or death of any number of persons in one occurrence. Such insurance shall specifically insure Lessee against all liability described herein, as well as liability imposed by law. Both Lessee and Lessor shall be named as insureds on the policy.

c. Work Comp: Lessee shall maintain coverage for workers compensation in the amounts required by law.

d. Certificates Evidencing: Lessee's coverages shall be provided to Lessor upon commencement of the Lease term.

9. Indemnification: Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorney's fees and court costs, arising in connection with the operation of the Animal Shelter to be located on the premises.

10. Assignment: Without Lessor's prior written consent, Lessee will not (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the premises or any interest therein; or (ii) sublet the premises, or any part thereof, or permit the same to be used by anyone other than Lessee, Lessee's contracted service providers, or Lessee's volunteers and employees. Subject to the foregoing, this Lease shall inure to the benefit of, and is binding upon, the heirs, executors, administrators, successors and assigns of the parties hereto.

11. Event of Default: The term "Event of Default", as used herein shall mean the occurrence of any one or more of the following:

(a) The failure of Lessee to make any rental payment or perform under its Operations Contract where any such failure continues for a period of ten (10) days after the due date thereof.

(b) The failure of Lessee to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder, and such failure is not cured within ten (10) days of any notice sent by Lessor to Lessee which makes specific reference to any such failure.

(c) The discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease, or in any other writing given by Lessee to Lessor, is false, misleading or erroneous in any material respect.

(d) The lapse at any time of the agreement between Lessee and Johnson County for funding of Lessee's operations.

(e) The failure at any time of Lessee to possess a current license from the State of Missouri to operate an animal shelter facility. Any suspension, revocation, nonrenewal, probation or other discipline of Lessee's state license shall be a violation of this provision.

12. Remedies: Upon the occurrence of an Event of Default, if the same be continuing, Lessor may, at its option, exercise any one or more of the following remedies:

(a) Initiate any action for past due rent and/or recovery of the premises leased hereunder.

(b) Sell or lease the premises, or sublease the same for the account of Lessee, holding Lessee liable for all rental payments and other payments due at the time of such selling, leasing or subleasing.

(c) Exercise any other right, remedy or privilege which may be available to Lessor.

(d) Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions, provisions hereof.

13. Rules and Regulations: Any rules or regulations of Lessee relating to and affecting the premises, including any subsequent modifications thereto, shall require the written approval of Lessor.

14. Maintenance of Premises:

(a) Except as herein specifically provided to the contrary, Lessor shall not be responsible for making any repairs of any kind in or upon the Demised Premises. Lessor shall maintain the exterior of the Demised Premises and the building of which it is a part, excluding any glass or doors, which shall be the responsibility of Lessee.

(b) Lessee at its own expense shall make all repairs and replacements as shall be reasonably necessary to keep the interior of the Demised Premises in good condition and repair during the Demised Premised Term (or any extension or renewal of such Term), including but not limited to all mechanical equipment. Lessee shall at its own expense make all repairs and replacements to the doors, windows, and interior walls. Lessee further agrees that all damage or injury done to the Demised Premises by Lessee or any other person who may be in or upon the Demised Premises except Lessor, its agents, servants and employees, shall be repaired by Lessee at its own expense. Payment for all utilities used upon or in connection with the Demised Premises shall be made by the Lessee, continuously during the Demised Term and any extension thereto. Lessee shall keep the Demised Premises in good repair and free from vermin and insects. Lessee shall keep the parking lot and sidewalks free of accumulation of snow and ice. Lessee shall not store or permit to be stored on the Demised Premises any toxic or hazardous materials, unless required for its operations, and in that event, in compliance with applicable laws and regulations.

Lessor shall keep the outdoor areas of the property mowed during normal mowing season at Lessor's expense.

15. Use of the Premises: No use shall be made of the premises other than as an Animal Shelter without the written consent of Lessor.

16. Notices: All notices to be given under this Lease shall be in writing and shall be sent by certified mail, return receipt requested, to the other party at the addresses set forth below:

Lessor: City of Warrensburg, Missouri, City Hall, 102A S. Holden St.,
Warrensburg, Missouri, 64093.

Lessee: Warrensburg Animal Rescue, Inc., _____,
_____, _____.

Either party may change the address to which subsequent notices are to be sent provided any such notice of change of address is sent to the other party by certified mail, return receipt requested.

17. Section Headings: All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

18. Governing Law: This Lease shall be construed in accordance with, and governed by, the laws of the State of Missouri.

19. Delivery of Related Documents: Lessee shall execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease. Lessee will furnish Lessor an annual budget by November 15 of each year. Lessor shall execute or provide, as requested by Lessee, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

20. Entire Agreement, Waiver: This Lease, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the premises, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provisions of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease. The waiver by Lessor of any breach of Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

21. Utilities: Lessee shall be responsible for the payment of all water, gas, electricity, and other public utilities.

22. Lessor's Right to Inspect the Leased Property: Lessor shall have the right during normal business hours to enter into and upon the premises where the Leased Property is located for the purpose of inspecting the same or observing its use. Lessee or its designated representative shall have the right to accompany Lessor during such inspections.

23. Surrender of Leased Property: Upon the expiration of the lease, with respect to any item of the Leased Property, the Lessee shall return the same to Lessor in good repair, condition and working order, ordinary wear and tear excepted, in the following manner:

(a) By delivering the item of Leased Property at Lessee's cost and expense to such place as Lessor shall specify; or

(b) By loading such item of Leased Property at Lessee's cost and expense on board such carrier as Lessor shall specify and shipping the same, freight collect, to the place designated by Lessor.

24. Time of Essence: Time is hereby declared to be of the essence of this Lease and of each and every covenant, term, condition, and provision hereof.

WITNESS the hands of the duly authorized representatives of Lessor and Lessee.

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

(Seal)

Warrensburg Animal Rescue, Inc.,
Lessee,

By: _____
Its: _____

Attest:

_____, Secretary

City of Warrensburg, Missouri,
Lessor

By: _____
Danielle Dulin, City Manager

(Seal)

Attest:

City Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2022, before me appeared _____, who being duly sworn, did say that he is the President of the Warrensburg Animal Rescue, Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation and acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal at _____, in _____ County, Missouri, the day and year first above written.

(Seal)

Notary Public
My Commission Expires: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JOHNSON)

On this _____ day of _____, 2022, before me appeared Danielle Dulin, who being duly sworn, did say that she is the City Manager of the City of Warrensburg, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said city, and that said instrument was signed and sealed in behalf of said city, by authority of and at the direction of its City Council, and the said City Manager, acknowledged said instrument to be the free act and deed of said municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal at Warrensburg, in Johnson County, Missouri, the day and year first above written.

(Seal)

Notary Public
My Commission Expires: _____

Exhibit A

12	metal cat cages
36	regular cat cages
2	large cat cages
8	Cat carriers
12	metal/bakers racks
1	surgery table
1	deep freezer
1	refrigerator
1	power washer
1	washer
1	dryer
1	industrial fan
1	6-cubby locker
1	8 ft ladder
1	dolly
1	rabies catch pole
5	microchip scanners
2	filing cabinets