

## AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Lawrence, Kansas, a municipal corporation (hereafter "City") and Douglas County Senior Services, Inc., a Kansas not-for-profit corporation (hereafter "DCSS").

WHEREAS, City is the owner of that certain real estate, together with the improvements thereto and appurtenances thereon, located on the northwest corner of 8<sup>th</sup> and Vermont Streets, Lawrence, Kansas (hereafter "Building"); and

WHEREAS, DCSS has occupied and by this Agreement will continue to occupy the portion(s) of Building setforth and identified on Exhibit "A" hereto for the purpose(s) and consideration and in accordance with the terms, conditions, promises and agreements herein stated (hereafter "Leased Space").

NOW THEREFORE, in consideration of the terms, condition, promises and obligations of the parties, the nature, extent and sufficiency of which are agreed to by the parties, they hereby agree, as follows:

1. The above-stated recitals are by reference incorporated herein and made a part of this Agreement as here if fully restated herein.

2. The initial term of the Agreement shall be for a period of ten (10) years, commencing the \_\_\_\_ day of \_\_\_\_\_, 2012, and continuing through the end of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, unless sooner terminated pursuant to the terms of Agreement.

3. If, at least three (3) months before the end of the initial term of agreement, or the termination date of any subsequent renewal period, DCSS shall notify City in writing delivered to and received by the Lawrence City Clerk that it desires to continue its use of that portion of Building identified Exhibit "A" hereto as a Senior Center, the parties shall, within thirty (30) days of the date of the written request to renew, meet and confer on such request. During such meeting the parties shall agree to continue the use of said property by DCSS under the same terms and conditions as provided in the then current Agreement; shall agree to changes to or modifications of the then current Agreement; or upon the advice of either party the Agreement shall terminate and be of no further force and affect following the termination date setforth in the then current Agreement. Upon the renewal of Agreement, with or without changes, to be agreed to by the parties, each such renewal shall be for a period of five (5) years, unless the parties agree otherwise.

4. DCSS shall do, or cause to be done, at its sole cost and expense:

a. Maintain the leased premises in a good, safe, clean and sanitary condition.

b. Keep the interior of Leased Premises, including walls, windows, ceiling and floors, including floor coverings, in a good and safe state of repairs.

c. Pay City the sum of one-dollar (\$1.00) the amount and upon the signing of Agreements sufficiency of which are acknowledged by City.

d. Shall pay to City, within ten (10) days from the date City delivers written notice to DCSS of its share of the current charges for providing gas and electrical services to the entire Building, with DCSS's share of the total bills being forty percent (40%), which represents the proportion of Leased Premises to the entire interior square footage of Building.

5. DCSS shall, at its own cost, carry a Tenant's insurance policy whereby its personal property on located in or on the Building is insured for loss or damage caused by fire, wind, hail, water, tornado, theft, vandalism and other forms of coverage customarily provided by such insurance policies. The policy(ies), shall be written and issued by an insurance company(ies) duly authorized to do business in the state of Kansas. A copy of such insurance policy(ies), or a declaration of such policy(ies) shall be delivered to the office of the City Clerk for the City and shall provide that such policy(ies) shall not be cancelled without thirty (30) days advance written notice addressed to the office of said City Clerk.

The policy(ies) of insurance to be provided by DCSS shall contain a non-subrogation clause providing that neither the insured or its insurer can make and sustain a claim against City for any loss to the insured property caused by the contribution, fault or failure of City, its agents, servants, employees, guest, or officials, elected or appointed. DCSS shall immediately notify its insurance company of this non- subrogation requirement and cause such to be endorsed on all policies issued to cover its said property.

6. City shall do, or cause to be done, at its sole cost and expense, the following:

a. Maintain and keep in a good state of repair the roof, exterior walls, entrances and approaches to Building.

b. Provide, without cost to DCSS, water, sewer and sanitation services for the entire Building.

c. Share the cost of gas and electricity for Building with DCSS, in accordance with the formula setforth in paragraph 4d. hereof.

d. Maintain the trees, shrubs, flower beds and grounds located around Building.

e. Cause to be added to or endorsed on the policy(ies) of insurance issued to cover loss and damage to Building caused by fire, wind, hail, water and other extended coverage, a non- subrogation clause whereby it relieves DCSS, its members, guest, employees, servants, agents, officials, elected or appointed, from subrogation by DCSS and/or its insurance company(ies) for loss or damage to Building caused by or contributed to by any of them. City shall provide DCSS a copy of said policy(ies) so endorsed, or a written declaration of such coverage. The policy(ies) shall also provide that it will not be cancelled without thirty (30) days prior written notice addressed to DCSS at Premises.

7. It is recognized and understood by the parties that at some unknown time City may have a public need for DCSS to vacate and surrender Leased Premises to City prior to the end of the regular or renewal period of Agreement then in effect. DCSS agrees, that upon written notice by City it will vacate the Leased Premises no later than ninety (90) days of such notice to vacate.

8. It is understood and agreed that DCSS shall use the Leased Space solely for purposes of providing assistance, advice and recreation for senior citizens of Douglas County, Kansas, and guests.

9. It is further understood and agreed that DCSS shall not sublet, or otherwise permit any other person or entity to occupy or use any portion of Leased Space without the express written authorization of City.

10. It is understood and agreed that Agreement is not assignable by DCSS without the express written permission of City.

11. The parties agree that all renewals of and modifications and amendments to Agreement shall be in writing duly approved by the parties.

In Witness Whereof this Agreement is executed on behalf, and at the direction, of the parties on the dates(s) shown, with the last of those dates to be the effective date of Agreement.

City of Lawrence, Kansas,  
a municipal corporation

By: \_\_\_\_\_ November \_\_\_\_\_, 2012  
David L. Corliss, City Manager

Douglas County Senior  
Services, Inc., a  
Kanas Corporation

By: \_\_\_\_\_ November \_\_\_\_\_, 2012  
Kenny Massey, Chair, Board of Directors