ATTACHMENT "A"

LEASE AGREEMENT

This Lease Agreement is entered on this **1st of April 2010** with **Scott and Cindy Jensen** 13299 Center Rd., Osceola, NE 68651, hereinafter referred to as "Lessor" and City of Lincoln on behalf of Aging Partners (formerly the Lincoln Area Agency on Aging/Life), hereinafter referred to as "Lessee."

Now, therefore, in consideration of the promises and mutual covenants herein set forth, the parties agree as follows:

1. Lessor grants the Lessee the right to occupy leased office space at a building, hereinafter referred to as "Premises," located at 320 N. State St., Osceola, NE 68651.

2. Use: Lessee shall use the leased space as an office for its Aging Partners Personal & Family Services/Medicaid Waiver staff. Said use shall be a full-time use Monday through Friday with hours from 7 a.m. to 6 p.m. and part-time use on the days of Saturday and Sunday for hours from 7 a.m. to 6 p.m. (Part-time hours determined by Aging Partners staff.)

3. Term: The term of this lease agreement shall commence on June 1, 2010 and shall terminate on May 31, 2011. At anytime during this period either party may terminate the lease agreement with a written 30-day notice.

4. Rent: Annual rental is for 1,034 square feet of leased office space on the Premises which has a total square feet space of 1,034 square feet. Rent shall be in the sum of $400 per month, payable on the 1st of the month.

5. Janitorial and Utility Services: Said rent paid by the Lessee <u>does not</u> include janitorial and utility services. Utility services for water/sewer/garbage will be billed to the Lessee every three (3) months by the Lessor. The Utility services for electricity will be billed to the Lessee monthly by the Lessor.

6. Lessee shall provide its own phone, phone hook up, and shall pay its own phone bill.

7. Lessor agrees to keep the Premises, including the exterior and interior building and common areas, in a safe, clean, and neat condition. Lessee agrees to maintain their leased office space in a neat, clean and safe condition. Lessor <u>will</u> provide snow removal.

8. The Lessor agrees to indemnify and hold harmless the Lessee, its agents and employees against claims, damages, losses and expenses arising out of or resulting from the use or maintenance of the Premises or Building by the Lessor that results in any claim for damages whatsoever that are caused in whole or part by the intentional or negligent act or omission of the Lessor or anyone directly or indirectly employed by the Lessor. This section shall not require the Lessor to indemnify or hold harmless the Lessee for any claims, damages or losses arising out of or resulting from the intentional or negligent act of the Lessee. Similarly, the Lessee agrees to indemnify and hold harmless the Lessor, its agents and employees against claims, damages, losses and expenses arising out of or resulting from the use or maintenance of the leased office space by the Lessee that results in any claim for damages whatsoever that are caused in whole or part by the intentional or negligent act or omission of the Lessee or anyone directly or indirectly employed by the Lessee. This section shall not require the Lessee to indemnify or hold harmless the Lessor for any claims, damages or losses arising out of or resulting from the intentional or negligent act of the Lessor.

In testimony whereof, Lessor and Lessee have executed this Lease Agreement on this

_____ day of _____, 2010.

Lessee:

City of Lincoln on behalf of
Aging Partners

_____

Chris Beutler, Mayor
City of Lincoln

Lessor:

_____

Scott Jensen
Owner

_____

Cindy Jensen
Co-Owner