

**LEASE AGREEMENT**

This Lease Agreement is entered on this 26 day of September, 2005, with Clyde Malone Community Center, hereinafter referred to as "Lessor" and City of Lincoln on behalf of the Lincoln Area Agency on Aging, 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 2032 "U" Street; Lincoln, NE.
2. Use: Lessee shall use the leased space as an office for its ActivAge Center program. Said use shall be a full time use Monday through Friday with hours from 9:00 am to 1:00 pm.
3. Term. The term of this lease agreement shall commence on September 1, 2005 and shall terminate on August 31, 2006 .
4. Rent. Annual rental is for 121 square feet of leased office space on the Premises which has a total square feet space of 12,534.55. Rent shall be in the sum of \$100 per month, payable as billed on monthly statement issued by the Clyde Malone Community Center.
5. Janitorial and Utility Services. Said rent paid by the Lessee includes janitorial and utility services to be provided 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.
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 \_\_\_\_\_, 2005.

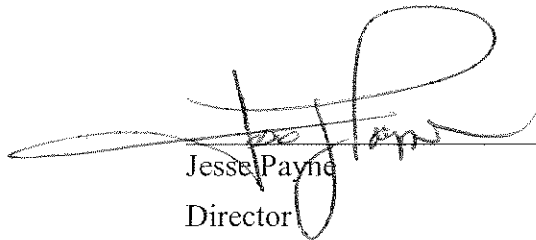
Lessee:

City of Lincoln on behalf of the  
Lincoln Area Agency on Aging

\_\_\_\_\_  
Mayor Coleen J. Seng  
City of Lincoln

Lessor:

Clyde Malone Community Center

  
\_\_\_\_\_  
Jesse Payne  
Director