

LEASE AGREEMENT

THIS AGREEMENT, made and entered into by and between the owner, the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as the COUNTY, and CenterPointe, hereinafter referred to as LESSEE, WITNESSETH:

1. Leased Property: The COUNTY does hereby agree to lease unto the LESSEE the following described premises:

8,947 square feet of office space located at Midtown Center, Lincoln, Lancaster County, Nebraska, more commonly known as 2966 'O' Street; and

2. Term: For use of said premises unto LESSEE beginning September 1, 2018, and continuing in full force and effect through August 31, 2023, unless and until either party shall terminate this Agreement by giving the other party written notice **three hundred sixty (360) days** in advance of such termination date, or unless the Agreement is terminated pursuant to Paragraphs 11 or 13 of this Agreement.

3. Consideration: For use of the leased premises, **LESSEE hereby agrees to pay the COUNTY the rent included in the rent schedule below beginning September 1, 2018**, and to pay the same in advance on the first day of each month thereafter. All payments are to be made payable to County/City Property Management and sent to Kerin Peterson, Director of Facilities and Properties, 920 O Street, Suite 203 Lincoln, Nebraska 68508.

Year	Rate	Sq. Ft.	Rent/Annual	Rent/Monthly
9/1/2018-8/31/2019	\$7.50/psf	8,947 sf	\$67,102.50	\$5,591.88
9/1/2019-8/31/2020	\$7.50/psf	8,947 sf	\$67,102.50	\$5,591.88
9/1/2020-8/31/2021	\$7.65/psf	8,947 sf	\$68,444.55	\$5,703.71
9/1/2021-8/31/2022	\$7.65/psf	8,947 sf	\$68,444.55	\$5,703.71
9/1/2022-8/31/2023	\$7.65/psf	8,947 sf	\$68,444.55	\$5,703.71

4. Use and Occupancy: Said leased premises are to be used by LESSEE for the provision of day rehabilitation services and for no other purpose whatsoever. LESSEE shall not knowingly permit or engage in any business in violation of municipal, county, state, or federal laws. LESSEE further agrees to not deliberately or negligently destroy, deface, damage, impair, or remove any part of the leased premises and shall otherwise maintain the premises in reasonably safe and sanitary conditions in compliance with all applicable laws and ordinances. LESSEE shall also keep the premises under its control in a clean and safe order and free from rubbish and danger of fire at all times.

5. Utilities: LESSEE shall pay all charges for utilities, including without limitation, all water, light, fuel, heat, and garbage charges accruing out of LESSEE's use and occupancy of said leased premises, and also including any and all expenses for telephone line(s), cable television, and internet services.

6. Repairs and Maintenance: LESSEE shall maintain and make all necessary repairs to the leased premises, including repairs to the **entry vestibules and hallways, and any other common areas of the leased premises**, and if necessary or required by proper governmental authority, make modifications thereto. LESSEE shall also maintain, repair or replace wiring and plumbing to the point of outlet on the leased premises. LESSEE shall maintain the heating, ventilation, air conditioning system (HVAC) when necessary. **LESSEE shall replace the heating, ventilation, air conditioning system (HVAC) when necessary. In the event LESSEE, its officers, agents, employees, or clients deliberately or negligently destroy, deface, damage, impair, or remove any part of the leased premises**, LESSEE shall be required to make or pay for any such repairs, modifications, or replacements within the leased premises. LESSEE will be responsible for all exterior maintenance, repairs and replacements, **including the roof**. LESSEE will also be responsible for snow removal on the property, including but not limited to the adjoining parking lot and sidewalks.

7. Indemnity: **LESSEE agrees to indemnify and hold harmless, to the fullest extent allowed by law, the COUNTY and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the LESSEE's principals, officers, or employees in the performance of this Agreement. Further, LESSEE shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require LESSEE to indemnify or hold harmless the COUNTY from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.**

8. Liability for Damage: All personal property on said leased premises shall be at the risk of LESSEE, and COUNTY shall not be liable for any loss or damage to said personal property, to the LESSEE, or to any other person, caused by water, sewage, gas, or odors, or by negligence or an act by any third party, or caused in any manner whatsoever, except loss or damage caused by COUNTY's sole negligence.

9. Insurance: The COUNTY shall keep in force a policy of insurance on the structure of the building of which the leased premises are a part. **LESSEE hereby agrees to maintain and keep in force a policy of liability insurance protection insuring the COUNTY and LESSEE against all claims, demands, or actions, in the amount of not less than \$1,000,000 for injury to or a death of any one person; in an amount not less than \$2,000,000 for injury or death of more than one person in any one accident; and in an amount of not less than \$1,000,000 for damages to property, made by or on behalf of any person or persons, firm or corporation, arising from, related to, or connected with LESSEE's operations on the leased premises. LESSEE shall provide an additional insured endorsement acceptable to the COUNTY naming the COUNTY as additional insured on said policy. LESSEE shall provide a certificate of insurance and endorsement form or other proof as acceptable to the COUNTY evidencing such coverage before this Agreement commences. Failure of the COUNTY to object to the form of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any of the insurance requirements set forth herein.**

10. Alterations and Improvements: LESSEE shall not make any alterations, improvements, or changes affecting the premises used and occupied by LESSEE, without the prior written consent of COUNTY.

11. Assignment: LESSEE shall not assign this Agreement or underlet, sublet, or relinquish said premises without first obtaining written approval from COUNTY. Under no condition is the space occupied by LESSEE to be occupied by anyone other than the LESSEE without written permission by the COUNTY. Any violation of this condition will result in termination of the agreement and LESSEE shall surrender to the County the leased premises pursuant to Paragraph 14 of this Agreement. In the event any repairs or replacements are deemed necessary at the time LESSEE surrenders the leased premises, LESSEE shall be required to make and pay for such repairs or replacements prior to vacating the premises. Any assignment, underletting, subletting, or relinquishment without prior written approval from COUNTY shall be absolutely void.

12. Taxes: If the leased property or any portion thereof is determined to be taxable or subject to assessment for any reason, the LESSEE shall be obligated to pay said taxes prior to delinquency and provide the COUNTY documentation that such payment has been timely made. Any and all taxes, assessments, interest, or penalty assessed against the leased property shall be the sole responsibility of the LESSEE.

13. Right to Inspect: The COUNTY or its authorized agent shall have the right to enter upon said leased premises at all reasonable times during the lease to view the same, to ascertain if the terms and conditions of the lease, of which these premises are a part, are being complied with by LESSEE. The COUNTY or its authorized agent shall have the right to inspect all areas of the leased premises, including but not limited to the electrical, plumbing, heating, ventilation, air conditioning system (HVAC), and the exterior of the leased premises. In the event the COUNTY determines that LESSEE has failed to maintain the leased premises or failed to make necessary repairs or replacements to the leased premises as required by Paragraph 6 of this Agreement, the COUNTY shall provide LESSEE written notice of LESSEE's responsibility to make such repairs or replacements. If LESSEE fails to make such repairs or replacements within sixty (60) days, the COUNTY shall have a right to terminate this Agreement and upon termination, LESSEE shall surrender the leased premises pursuant to Paragraph 14 of this Agreement.

14. Surrender: In the event that either party terminates this Agreement pursuant to Paragraphs 2, 11, or 13 of this Agreement, or upon expiration of the term of the Agreement, LESSEE agrees to surrender to the COUNTY the peaceable possession of said leased premises with all keys, bolts, latches, and repairs, if any, in as clean and good a condition, excepting ordinary wear and tear and providential destruction, as when the tenancy commenced. In the event any repairs or replacements are deemed necessary at the time LESSEE provides notice of termination pursuant to Paragraph 2 of this Agreement, LESSEE shall be required to make and pay for such repairs or replacements prior to vacating the premises. It shall be further agreed that upon surrender or termination of the LESSEE's occupancy of the premises, whether by the LESSEE or the COUNTY giving proper notice under the terms of this agreement, LESSEE shall have no claim or right to receive compensation by virtue of the Eminent Domain Statutes of the State of Nebraska (Neb. Rev. Stat., Chapter 76, Art. 7).

15. Notices: All notices required to be made by the terms of this Agreement shall be made by delivering the same to LESSEE, Attention of Topher Hansen, Executive Director, CenterPointe, 2966 'O' Street, Lincoln, NE, or his successor or designated representative. All notices required to be made on the COUNTY shall be made to the attention of the Chair of the Board of Commissioners at 555 South 10th Street, Lincoln, NE 68508, and Kerin Peterson, Director of Facilities and Properties, 920 O Street, Suite 203 Lincoln, Nebraska 68508.

16. Forbearance Not Waiver: COUNTY'S failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of COUNTY'S rights.

17. The parties hereby agree that this Agreement constitutes the entire understanding of the parties and supersedes all prior contracts, agreements, and negotiations between the parties whether verbal or written. This Agreement may be amended only by a subsequent written agreement.

IN WITNESS WHEREOF, the COUNTY and LESSEE have hereto subscribed their signatures on the dates below indicated.

Executed by the LESSEE this ____ day of _____, 2018.

By: _____

Title: _____

Executed by the COUNTY this ____ day of _____, 2018.

THE COUNTY BOARD OF COMMISSIONERS OF
LANCASTER COUNTY, NEBRASKA

APPROVED AS TO FORM
this ____ day of
_____, 2018.

for PAT CONDON
Lancaster County Attorney