

LEASE - BUSINESS PROPERTY

THIS LEASE AGREEMENT, entered into this 1st day of September, 2020, by and between **Culver's Corridor Storage, LLC** ("Landlord", LL) whose address for the purpose of this lease is 2310 Timber Creek Dr, Marion, IA 52302 and **Linn-Mar Community School District** ("Tenant") whose address for the purpose of this lease is 326 44th St. Suite 200/300/400 Marion, IA 52302.

WITNESSETH THAT:

1. **PREMISES AND TERM.** The Landlords, in consideration of rents, agreements and conditions herein contained, leases to the Tenant and Tenant leases from Landlords, according to the terms of this lease, the following described "premises", situated in Linn County, Iowa:

4,500 Sq. Ft. of a 12,000 Sq. Ft. Building

Term: One (1) year, commencing the first day of the lease term, which shall be on **September 1st, 2020** and ending at midnight on the last day of the lease term, which shall be on **July 31st, 2021** upon the condition that the Tenant pays rent therefore, and otherwise performs as in this lease provided.

Renewal Option: One (1) Year Renewal Option at \$3,000.00 Per Month.

2. **RENTAL.** Tenant agrees to pay to Landlords as rental as follows:

Years 1 Monthly Break Down

- a. \$8.00 Per Sq. Ft. X 4,500 Sq. Ft. GROSS: The stated lease rate is a GROSS lease rate; however, the breakdown is as follows; Base Rent: \$5.20 Per Sq. Ft.; CAM (\$1.00 Per Sq. Ft.) & Property Tax (\$1.80 Per Sq. Ft.)
- b. Monthly payments of **\$3,000.00** (\$8.00 X 4,500 Sq. Ft. / 12 Months) will be owed by Tenant until completion of this Lease. All checks shall be made payable to **Culver's Corridor Storage, LLC** and mailed to **2310 Timber Creek Dr. Marion, IA 52302.**
- c. All utilities are to be placed in the Tenant's name and paid by the Tenant.

Any and all rent payments received by Landlords after the 5th day of each month shall be deemed delinquent and Tenant agrees to pay a delinquent charge for each rental payment delinquent as stated below.

All sums shall be paid at the address of Landlord, as above designated, or at such

other place in Iowa, or elsewhere, as the Landlord may, from time to time, designate in writing.

Delinquent rental payments shall draw interest at 10% per annum from the 6th day of the month of delinquency until date paid.

3. **POSSESSION:** Tenant shall be entitled to possession on the first day of the term of this lease and shall yield possession to the Landlords at the end of the lease term, except as herein otherwise expressly provided. Should the Landlords be unable to give possession on said date, Tenant's only damages shall be a new Lease Commencement Date upon possession and a new Termination Date that reflects a 12 month Lease.

a. **Early Access** - immediate possession on commencement of Lease.

4. **USE OF PREMISES:** Tenant covenants and agrees during the term of this lease to use and to occupy the leased premises as storage.

5. **QUIET ENJOYMENT.** Landlords covenant that their estate in said premises is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the premises for the term of this lease. Landlords shall have the right to mortgage all of their right, title, interest in said premises at any time without notice, subject to this lease.

6. **EQUIPMENT, DECORATING, REPLACEMENT, REPAIR AND MAINTENANCE:**

DEFINITIONS

"Maintain" means to clean and keep in good condition.

"Repair" means to fix and restore to good condition after damage, deterioration or partial destruction.

CONDITIONS OF PREMISES

A. Tenant takes the premises in its present condition.

REPAIRS AND MAINTENANCE

- A. Landlords shall replace and repair the structural parts of the building. For purposes of this lease, the structural parts of the building shall mean the foundation, exterior walls, load bearing components of interior floors and walls, the roof and all sewers, pipes, wiring and electrical fixtures outside of the structure.
- B. Repair and maintenance of the Tenant's interior space shall be maintained by Tenant.
- C. Maintenance of Common Areas and Grounds:

Tenant agrees that Landlord will perform, during the term of this Lease, maintenance of the common areas including, but not limited to, snow removal, lawn care, landscaping maintenance, property care and management etc. This work shall be performed as necessary during the term of this lease agreement.
- D. Any repair or maintenance not specifically provided for above shall be performed and paid for by Tenant.
- E. Each party shall perform their responsibilities of repair and maintenance to the end that the premises will be kept in a safe and a serviceable condition.

Neither party will permit nor allow the premises to be damaged or depreciated in value by any act, omission to act, or negligence of itself, its agents or employees.

EQUIPMENT, DECORATING AND ALTERATIONS

- F. The following items of equipment, furnishings and fixtures shall be supplied and replaced by the parties as follows:

	<u>SUPPLIED</u>	<u>REPLACED</u>
1. Heating equipment	Landlord	Landlord
2. Lighting fixtures	Landlord	Tenant

Any equipment, furnishings or fixtures to be supplied by Tenant shall be subject to the Landlords' prior written approval as to quality and method of installation. Tenant shall provide all trade equipment, furnishings and

fixtures used in connection with the operation of its business, such as telephones, computers, desks, chairs, shelving and similar items. Tenant to maintain equipment installed by Tenant.

- G. Landlords shall provide and pay for the following items of interior decorating:

N/A

Thereafter, Tenant shall be responsible for all interior decorating. Tenant shall make no structural alterations or improvements without the prior written consent of the Landlords.

AMERICANS WITH DISABILITIES ACT

- H. Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality rules/ordinances, the laws of the State of Iowa and the Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public, provided, however, responsibility for compliance with the Americans with Disabilities Act shall be performed and paid for by the parties as follows:

Common areas	Landlords – 100%
Tenants area:	Tenant – 100%
Initial compliance	Landlord – 100%

- 7. **UTILITIES AND SERVICES:** Utilities and services shall be furnished and paid for by the parties as follows:

		<u>PERFORMANCE</u>	<u>PAYMENT</u>
A.	Electricity	Tenant	Tenant– 100%
B.	Gas	Tenant	Tenant – 100%
C.	Water & Sewer	Tenant	Tenant – 100%
D.	Garbage/Trash	Tenant	Tenant – 100%

E.	Janitor/Cleaning	Tenant	Tenant – 100%
F.	Common areas	Landlord	Landlord-100%
G.	Other	Tenant	Tenant – 100%

8. **TERMINATION, SURRENDER OF PREMISES AT END OF TERM -- REMOVAL OF FIXTURES.**

- (a) **TERMINATION:** This lease shall terminate upon expiration of the original term; or if this lease expressly provides for any option to renew, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.
- (b) **SURRENDER.** Tenant agrees that upon termination of this lease it will surrender and deliver the premises in good and clean condition, except for the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.
- (c) **HOLDING OVER.** Continued possession by Tenant, beyond the expiration of its tenancy, coupled with the receipt of the specified rental by the Landlords (and absent a written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month to month extension of the lease. The month to month rental shall be 150% of the rent at the time of the Lease expiration.
- (d) **REMOVAL OF FURNITURE AND EQUIPMENT.** Tenant may, at the expiration of its tenancy, if Tenant is not in default, remove any furniture and equipment which Tenant has installed in the premises, providing Tenant repairs any and all damages caused by removal.

9. **ASSIGNMENT AND SUBLETTING.** Any assignment of this lease or subletting of the premises or any part thereof, without the Landlords' written permission shall, at the option of the Landlords, make the rental for the balance of the lease term due and payable at once. Such written permission shall not be unreasonably withheld.

10. **REAL ESTATE TAXES:**

- A. All installments of real estate taxes that would become delinquent if not paid during the term of this lease, shall be paid by the parties in the following proportions:

Landlord 100 % Tenant 0%

- B. Any increase in such installments that exceeds the amount of the installment that would be delinquent if not paid by the tax due date shall be paid as follows:

Landlord 100% Tenant 0%

- C. PERSONAL PROPERTY TAXES: Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by the lawful authority against its personal property on the premises during the term of this lease.

- D. SPECIAL ASSESSMENTS: Special assessments that would be delinquent if not paid during the term of this lease shall be timely paid by the parties in the following proportions:

Landlord – 100% Tenant – 0%

- E. Each party reserves its right of protest of any assessment of taxes.

11. **INSURANCE.**

- A. PROPERTY INSURANCE: Landlords shall secure insurance for the “structural parts of the building”. Tenant agrees to insure its respective business inventory, contents and personal property etc. The insurance acquired by the parties shall cover losses included in the Insurance Services Official Broad Form Causes of Loss (formerly fire and extended coverage).

- B. LIABILITY INSURANCE: Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000 each occurrence and \$2,000,000 annual aggregate per location. Such policy shall include liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Landlords as

additional insureds and Tenant agrees to provide the appropriate written documentation, e.g. certificate of insurance, to verify that Landlords are additional insureds of the policy prior to the first day of possession of the premises by Tenant.

- C. CERTIFICATES OF INSURANCE: Prior to the time the lease takes effect the Tenant shall provide the Landlords with a certificate of insurance with these property and liability insurance requirements, such certificate shall include 30 days advance notice of cancellation to the Landlords. A renewal certificate shall be provided prior to expiration of the current policies.
- D. ACTS BY TENANT: Tenant will not do or omit doing of any act which would invalidate any insurance or increase the insurance rates in force on the premises.

12. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by the party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. **INDEMNITY:** Except as provided in paragraph 20(A)(5) and except as provided below, Tenant will protect, defend and indemnify Landlords from and against all loss, costs, damage and expenses, including, but not limited to, costs of litigation and attorney fees occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, including, but not limited to the negligent acts or omissions by Tenant, Tenant's agents, representatives or employees or any person claiming through or under Tenant.

Landlords will protect, defend and indemnify Tenant from and against all loss, costs, damage and expenses, including, but not limited to, costs of litigation and attorney fees occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property that is due to Landlords' negligence, Landlords' failure to replace and repair the structural parts of the building or Landlords' failure to otherwise perform their obligations required under this lease or under any applicable laws, ordinances or regulations.

14. **FIRE AND CASUALTY:**

- (a) PARTIAL DESTRUCTION OF PREMISES: In the event of partial destruction or damage of the premises, which is a business interference which prevents the conducting of a normal business operation and which damage is

repairable within 90 days after its occurrences, this lease shall not terminate but the rent for the premises shall abate during the time of such business interference. In the event of a partial destruction, Landlords shall repair such damages within 90 days of its occurrences unless prevented from doing so by acts of God, government regulations, or other causes beyond Landlords reasonable control.

(b) ZONING: Should the zoning ordinance of the municipality in which this located make it impossible for the Landlords to repair or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as provided in the next paragraph.

(c) TOTAL DESTRUCTION OF BUSINESS USE: In the event of a destruction or damage of the leased premises including the parking area (if parking area is a part of this lease) so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within 90 days this lease may be terminated at the option of either the Landlords or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within 20 days after such destruction. Tenant shall surrender possession within 10 days after such notice issues and each party shall be released from further obligations, and Tenant shall pay rent pro rata only to the date of such destruction. In the event of such termination of this lease, Landlords at their option, may rebuild or not, at their discretion.

15. **CONDEMNATION:**

(a) DISPOSITION OF AWARDS: Should the whole or any part of the premises be condemned or taken for a public or quasi-public purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.

(b) DATE OF LEASE TERMINATION: If the whole of the demised premises shall be condemned or taken, the Landlords shall not be liable to the Tenant except and as its rights are preserved in paragraph 14(a) above.

16. **DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant:

- 1) Failure to pay rent when due.
- 2) Failure to observe or perform any duties, obligations, agreements or conditions imposed on Tenant pursuant to terms of the lease.
- 3) Abandonment of the premises.

“Abandonment” means the Tenant has failed to engage in its usual and customary business activities on the premises for more than thirty (30) consecutive business days. In no event will it be abandonment if the Tenant is current in rent due.

- 4) Institution of voluntary bankruptcy proceedings in which the Court Orders relief against the Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlords shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by the Landlords. Landlords shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlords may proceed with all available remedies at law or in equity, including but not limited to the following:

1. **Termination.** Landlords may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlords shall be entitled to prove claim for and obtain judgment against Tenant for the balances of the rent agreed to be paid for the term herein provided, plus all expenses of Landlords in regaining possession of the premises and the reletting thereof,

including attorney's fees and court costs, crediting against such claim, however, less any amount obtained by reason of such reletting.

2. **Forfeiture.** If a default is not remedied in a timely manner, Landlords may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

17. **RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER.**

If default shall be made by either party in the performance of, or compliance with, any of the terms or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, but need not, perform such term or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 10% per annum, from date of advance.

18. **SIGNS.**

(a) At Tenant's cost, Tenant shall have the right and privilege of attaching, or exhibiting signs on the leased premises, provided only (1) that any sign shall comply with the ordinances of municipality in which the property is located and the laws of the State of Iowa; (2) such sign shall not change the structure of the building; (3) such sign, if and when removed, shall not damage the building; and, (4) such sign shall be subject to the written approval of the Landlords, which approval shall not be unreasonably withheld.

(b) Landlords during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.

19. **MECHANIC'S LIENS.** Neither the Tenant nor anyone claiming by, through or under the Tenant, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon said premises or upon any building or that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the premises, and for the further security of the Landlords,

the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

20. **ENVIRONMENTAL.**

A. Landlords: To the best of Landlords' knowledge to date:

- 1) Neither Landlords or Landlords' former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state or local codes, rules and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- 2) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state and local codes, rules and regulations.
- 3) No leak, spill release, discharge, emission or disposal of toxic or hazardous substances has occurred on the premises.
- 4) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances.
- 5) Landlords shall assume liability and shall indemnify and hold Tenant harmless against all liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which condition is not a result of actions of the Tenant or which condition arises after date of execution but which is not a result of the actions of the Tenant.

B. Tenant: Tenant expressly represents and agrees:

- 1) During the lease term, Tenant's use of the property will not include the use of any hazardous substance without Tenant first obtaining the written consent of Landlords. Tenant understands and agrees that Landlords' consent is at Landlords' sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Landlords deem necessary and appropriate under the circumstances.
- 2) During the lease term, Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Tenant, and Tenant shall give immediate

notice to Landlords of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

- 3) Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the premises any contamination of the property caused by any hazardous substances which have been used or permitted by Tenant on the premises during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlords, who is or may be liable for any such cost and expense.
- 4) Tenant agrees to indemnify and hold Landlords harmless from and against all claims, causes of action, damages, loss, costs, expenses, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by Tenant on or after the date of this Lease and during any term of this Lease, including, but not limited to, injury or death to persons or damage to property, and including any diminution in value of any leased Premises which may result from the foregoing.

21. **RIGHTS CUMULATIVE.** The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

22. **NOTICES AND DEMANDS.** Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mail box.

23. **PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC.**

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

24. **CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms or Conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.

25. **CONSTRUCTION.** Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

26. **ADDITIONAL TERMS.**

A. Tenant Improvements: to be paid by Tenant

27. **SECURITY DEPOSIT. \$3,000.00**

28. **PARKING.** Shared Parking

LANDLORD:
CULVER'S CORRIDOR STORAGE, LLC

By: Todd Culver

Title: Mgr.

TENANT:
Linn-Mar Community School District

By:

Title: