

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Agreement”) is made and entered into this 1st day of January, 2021 between **INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA a/k/a BROKEN ARROW PUBLIC SCHOOLS (“Lessor”)** and **Journey Bible Church. (“Lessee”)**.

1. **Leased Premises.** In consideration of the rent to be paid and the covenants to be performed by Lessee, Lessor does hereby lease to Lessee and Lessee hereby leases from the Lessor, the Leased Premises described below, together with the non-exclusive right to use adjacent parking facilities and the common areas in the building in which the Leased Premises are located. Lessor hereby represents and warrants that, as of the date of this Agreement, Lessor owns fee simple title to the Leased Premises and the Leased Premises is not subject to any restrictions, encumbrances or other title matters that could adversely affect Lessee’s intended use of the Leased Premises. The “Leased Premises” shall consist of the following:

Approximately 10,396 square feet of meeting space referred to as the Ballroom, and common areas to include the front entry and restrooms, in the facility known as Central on Main (the “Building”), 210 North Main Street, Broken Arrow, Oklahoma.

The use of the adjacent conference room, The Rose Room, may be used when Lessee is conducting business with or for the Lessor at no additional cost.

Additional facility conference rooms, the Scissortail and the Redbud Rooms, may be used for children’s church under careful supervision and limitation of capacity. These conference rooms are included at additional cost of \$100 per occurrence, and is calculated into the daily rent.

A floor plan of the Leased Premises is attached hereto as Exhibit “A” and incorporated herein.

2. **Term.** This lease renewal is the 5th renewal of the initial term of this Agreement and shall begin on the date hereof and end on December 31, 2021 (the “Renewal Term”). This Agreement is expected to be renewed for an additional one (1) year term (“Renewal Term”), or may be renewed by the Lessee for a one (1) year term. The renewal term shall be brought before the Board of Education in December or January preceding the expiration date for approval, unless either party notifies the other in writing not less than thirty (30) days prior to the expiration of the then current term of that party’s intention not to renew the Agreement beyond the expiration of the current term.

3. **Rent.** Lessee agrees to pay to Lessor \$1,200.00 per daily use upon receipt of invoice during the Initial Term as rent for the use and occupancy of the Leased Premises. This amount includes the cost of utilities defined as electricity, gas, water, sewer, and trash. This amount also includes the cost of custodial services during the event. In no event shall rent be decreased for any subsequent Renewal Term. All rent shall be paid without counterclaim, offset or deduction. In the case that the Lessee provides to the Lessor a two-week cancellation of event notice, the Lessor agrees to deduct \$350.00 from the canceled date’s chargeable rate.

4. **Use of Premises.** Lessee shall use the Leased Premises only as meeting space for activities associated with Lessee's organization upon the agreed upon times of 8:00 o'clock am until 12:30 o'clock pm for morning sessions and 5:00 o'clock pm until 8:30 o'clock pm for evening sessions, each Sunday, under the terms of the contract. Lessee agrees to comply with all local, state, and federal laws and ordinances relating to Lessee's use and occupancy of the Leased Premises. Lessee shall comply with all current rules and regulations and those established from time to time by Lessor, provided such additional or amended rules and regulations do not impair Lessee's rights under this Agreement or increase Lessee's obligations under this Agreement without Lessee's consent. Lessee agrees to assist with setup and/or teardown for their events in the case that there are other late events prior to or early events directly after requiring assistance. Lessee also agrees to use alternate space from the adjacent conference room to the Ballroom in the case that it is setup for an upcoming event.

5. **Maintenance of Premises.** Lessor, at Lessor's sole cost and expense, shall keep the structural portions of the Leased Premises and the Building and its common areas in good repair and shall make all necessary repairs and perform all maintenance, repair or replacement to the parking areas, roof, foundations, walls, heating, air conditioning, plumbing and other systems and facilities, mechanical or electrical.

6. **Utilities.** Lessor will furnish to the Leased Premises, at Lessor's sole cost and expense, gas, water, sewer and electricity in reasonable amounts and at reasonable times consistent with the use of the Leased Premises for banquet space. Heating and air conditioning shall be provided as required in Lessor's judgment for the reasonably comfortable use and occupancy of the Leased Premises, Sunday from 8:00 o'clock a.m. until 9:00 o'clock p.m. Lessee shall be solely responsible for obtaining and paying for all telephone and other communication services furnished to the Leased Premises for Lessee's use.

7. **Custodial Services.** Lessee shall properly dispose of all rubbish and garbage in the dumpster or other containers provided by Lessor. Lessor shall perform and provide for, at Lessor's sole cost and expense, all other custodial services reasonably required on the Leased Premises.

8. **Indemnification.** Lessee shall indemnify, defend and hold Lessor harmless from and against all liabilities, obligations, damages, claims or actions, and from all associated costs, including reasonable attorneys' fees, arising from injury to persons or damage to property caused by the negligence or willful misconduct of Lessee or Lessee's agents, employees, contractors, or invitees. If any third-party action or proceeding is brought against Lessor, the Lessee, upon written notice from the Lessor, shall at Lessee's sole cost and expense, resist or defend the same through counsel satisfactory to Lessor. This indemnity is supplemental to, and not in lieu of, the insurance required of Lessee.

9. **Insurance.**

a. During the Term of this Agreement, Lessee shall carry and maintain commercial general liability insurance against claims for injury, wrongful death or property damage occurring upon, in or about the Leased Premises. The policy shall be issued by a reputable insurance company, licensed to transact business in the State of Oklahoma, with a combined single limit of not less than One Million Dollars

(\$1,000,000.00). The policy shall name the Lessor as "additional insured". Lessee hereby certifies that it will maintain said insurance throughout the term of this Agreement and Lessee shall send to Lessor evidence of coverage as often as the policy is revised or renewed. Each insurance policy shall contain an agreement that the policy shall not be cancelled without thirty (30) days' prior written notice to Lessor.

Lessee agrees to maintain, at Lessee's own expense, property damage insurance (fire, etc.) in sufficient amount to cover personal property owned by the Lessee and located on the Leased Premises.

b. Lessor agrees to maintain, at Lessor's own expense, property damage insurance (fire, etc.) in sufficient amount to cover the Building and personal property owned by Lessor and located on the Leased Premises (including, without limitation, the Leasehold Improvements).

10. **Damage to Leased Premises.** If all or any portion of the Leased Premises or the Building containing the Leased Premises are destroyed or damaged by fire or other casualty, the Lessor may elect either to restore and repair the buildings and improvements to their condition at the time immediately preceding such loss or damage or to terminate this Agreement. The Lessor shall notify Lessee of its election within a reasonable period of time but, in any event, within thirty (30) days after the date of the loss. Notwithstanding the foregoing, Lessee shall have the right to terminate the Agreement upon written notice to Lessor if such damage or destruction cannot be reasonably repaired and Lessee is unable to occupy the Leased Premises for Lessee's intended use within ninety (90) days after receipt of Lessor's notice to restore the Leased Premises. If Lessor elects to repair and rebuild the Leased Premises, rent due under the terms of this Agreement shall be abated during such period of time as the Leased Premises are unfit for Lessee's occupancy and use.

11. **Condemnation.** If twenty percent (20%) or more of the Leased Premises or of such portions of the Building as may be required for Lessee's use of the Leased Premises, are taken by eminent domain or sale under threat of condemnation by eminent domain, this Agreement shall automatically terminate as of the date title vests in the condemnation authority. In the event of a taking of less than twenty percent (20%) of the Leased Premises, Lessee, at Lessee's sole discretion, may terminate this Agreement. If Lessee elects not to terminate this Agreement, then Lessor shall, using due diligence, repair and restore the balance of the Leased Premises remaining after the condemnation as nearly as possible to the condition prior to the taking.

12. **Default.**

a. If Lessee defaults in the payment of any rent or other amount provided for in this Agreement and the default continues for ten (10) days after written notice to Lessee or if Lessee defaults in the performance of any other obligation of this Agreement and the default continues for thirty (30) days after written notice to Lessee, then the Lessor may, at its option, without further notice or demand, lawfully repossess the Leased Premises; evict Lessee and all persons claiming under and through Lessee, and remove Lessee's property, forcibly, if

necessary, without being guilty of trespass and without prejudice to any other remedies which may be available for Lessee's breach. If any such default cannot with due diligence be remedied within the thirty (30) day period, Lessor shall not exercise its remedies under this Section 13 if a course of action adequate to remedy the same shall be commenced by Lessee within that period and shall be prosecuted with diligence and continuity.

Upon Lessee's default, the Lessor shall have the option to either (i) terminate this Agreement; or (ii) declare the Agreement breached and hold the Lessee liable for damages, including acceleration of the entire unpaid balance of the rent and other charges for the remaining period of the Agreement. Lessor may, without terminating this Agreement, relet said Leased Premises for the account of the Lessee upon such terms and conditions as are commercially reasonable at the time. Rentals received from such reletting shall be applied: FIRST, to the payment of any indebtedness, other than rent; SECOND, to the payment of rent due and unpaid hereunder; and THIRD, to the payment of any cost of such reletting, including, without limitation, the cost of remodeling, renovating and alterations to make the Leased Premises suitable for a successor tenant.

b. All unpaid rental and other amounts due to Lessor from Lessee hereunder shall bear interest at the rate of ten percent (10%) per annum from the date due until paid.

c. If the Lessee fails to surrender possession to Lessor, either after default as stated in this paragraph, or upon any termination of this Agreement, Lessee shall be obligated for Lessor's costs of recovering possession, including attorneys' fees.

d. If either party institutes any action against the other party to enforce the terms of this Agreement or to recover damages for its breach, the prevailing party shall be entitled to recover, in addition to any amount due or other relief, a reasonable attorneys' fee to be fixed by the court.

13. **Bankruptcy of Lessee.** If at any time during the term of this Agreement proceedings in bankruptcy are instituted by or against the Lessee, or if a receiver of the business or assets of Lessee is appointed and such proceeding or appointment is not dismissed within sixty (60) days of filing, or the Lessee makes an assignment for the benefit of creditors, Lessor may, at its option, immediately take possession of the Leased Premises and terminate this Agreement.

14. **Liens.** Lessor hereby represents to Lessee that there are no mortgages, judgment or liens encumbering the Leased Premises.

15. **Notices.** All notices and other communications to be given shall be delivered to the parties by certified or registered mail, nationally-recognized overnight courier, facsimile or by personal delivery to the following addresses:

As to Lessor:

Broken Arrow Public Schools
Attn: Superintendent
701 South Main Street
Broken Arrow, Oklahoma 74012-5528

As to Lessee:

Journey Bible Church
Attn: Rick Shackelford / Jim Stubbs
PO Box 140732
Broken Arrow, Oklahoma 74014

or at such other address as either party may designate to the other by written notice in the manner provided above.

16. **Miscellaneous.**

a. **Entry by Lessor.** Lessor may, during the term of this Agreement at all reasonable times and during usual business hours, enter upon the Leased Premises for the purpose of inspecting the same, effecting repairs or responding to any emergency.

b. **Non-Waiver.** Lessor's or Lessee's failure to insist upon strict performance of any covenant of this Agreement or to exercise any option or right contained herein shall not be a waiver or relinquishment for the future of such covenant, right or option but the same shall remain in full force and effect.

c. **Applicable Law.** This Agreement shall be governed by and construed under the laws of the State of Oklahoma.

d. **Partial Invalidity.** If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

e. **Entire Agreement.** This Agreement contains all the agreements and understandings made between the parties and may only be modified in writing signed by the parties or their respective successors in interest.

f. **Assignment or Subletting.** Lessee shall not assign this Agreement or any interest herein, or sublease all or any part of the Leased Premises, without the prior written consent of Lessor.

g. **Quiet Possession.** Lessor covenants and agrees that, so long as Lessee keeps and performs each and every covenant and condition contained herein to be kept and performed by Lessee, Lessee shall quietly possess and enjoy

the Leased Premises without hindrance or molestation by Lessor or any party claiming under or by Lessor.

h. **Brokers.** Lessor covenants, represents and warrants to Lessee that Lessor has had no dealing or negotiations with any broker or agent or finder in connection or with respect to this Agreement. Lessee covenants, represents and warrants to Lessor that Lessee has had no dealing or negotiations with any broker or agent or finder in connection or with respect to this Agreement.

i. **Successors and Assigns.** The covenants and agreements contained in this Agreement are binding on the parties hereto and their successors and assigns. All rights and liabilities herein given to or imposed upon either of the parties hereto shall extend to their successors and assigns except as otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first written above.

**INDEPENDENT SCHOOL DISTRICT NO. 3
OF TULSA COUNTY, OKLAHOMA, a/k/a
BROKEN ARROW PUBLIC SCHOOLS**

By: _____
Steve Allen, Board of Education President

“LESSOR”

**Journey Bible Church
P.O. Box 140732
7424 S. 228th E. Ave.
Broken Arrow, Oklahoma 74014**

By: _____
Rick Shackelford

By: _____
Jim Stubbs

“LESSEE”