

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Agreement”) is made and entered into this September 13, 2021, between **INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA a/k/a BROKEN ARROW PUBLIC SCHOOLS (“Lessor”)** and **BROKEN ARROW AREA CHAMBER OF COMMERCE, a non-profit corporation (“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 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 7,167 square feet of office space on the North End of the Central on Main Building (the “Building”), 210 North Main Street, Broken Arrow, Oklahoma.

The use of the ballroom for the Lessee’s regular luncheon meetings, up to 24 times a fiscal year (in-kind valued at \$300 per hour). Lessee will schedule the use of said rooms in advance with Lessor.

All other spaces will be rented according to Lessor’s rental schedule used for other outside venues and scheduled through the “Facility Use” committee.

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

2. **Term.** The initial term of this Agreement shall begin on the date hereof and end on June 30, 2022. This Agreement is for a minimum of three (3) years, renewable annually, 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. The renewal term shall be brought before the Board of Education in May or June preceding the expiration for approval.

3. **Rent.** Lessee agrees to pay to Lessor \$4,850, in advance, on the first day of each calendar month during the Renewal 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 with the exception of internet. The Lessee will credit the Lessor for standard annual Chamber dues, provide one (1) table at each monthly membership luncheon and one (1) table at the annual Chamber Gala to the Lessor, as rent for the use and occupancy of the Leased Premises. This amount also includes the cost of custodial services which is anticipated to be 2 hours per business day. Any custodial services associated with other rented spaces will be addressed in the corresponding agreement. In lieu of the allowed increase of rent in the original lease agreement, Lessee has agreed to additional in-kind services that are listed above.

4. **Use of Premises.** Lessee shall use the Leased Premises only as office space for activities associated with Lessee's business. 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.

5. **Maintenance of Premises.** Lessee, at Lessee's sole cost and expense, shall maintain the interior, non-structural portions of the Leased Premises in good condition and repair, reasonable wear and tear and damage by fire or another casualty excepted. 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. **Leasehold Improvements and Alterations.** The Lessee shall have the right during the term of this Agreement to erect or install upon or in the Leased Premises any improvements, fixtures, monument signs, machinery and equipment that Lessee deems appropriate for its permitted use, provided that plans for any improvements or alterations to the Leased Premises (the "Leasehold Improvements") are approved in writing by the Lessor prior to the commencement of the work. The Leasehold Improvements shall be completed in a good and workmanlike manner and in substantial compliance with all laws, ordinances, building and safety codes, rules and regulations of any governmental authority having jurisdiction over all the Leased Premises. The Leasehold Improvements shall belong to Lessor during and after the term of this Agreement. Upon expiration or earlier termination of this Agreement, Lessee may, at its sole cost and expense, remove Lessee's fixtures (exclusive of the Leasehold Improvements) provided Lessee repairs all damages to the Leased Premises caused by such removal.

7. **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 office 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, Monday through Friday from 7:00 o'clock a.m. until 7:00 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.

8. **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.

9. **Parking.** Lessee will have 12 dedicated parking spaces near the northwest entrance of the building. Required signage will be provided by the Lessee.

10. **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.

11. **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).

12. **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.

13. **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.

14. **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.

15. **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.

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

17. **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, electronic mail 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:

Broken Arrow Chamber of Commerce
Attn: Chamber President
201 North Main Street
Broken Arrow, OK 74012

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

18. **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. Lessor will be accompanied by Lessee on these inspections unless an emergency situation is present.

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: _____
President, Board of Education

Date: _____

“LESSOR”

**BROKEN ARROW CHAMBER OF
COMMERCE**

By: _____
Name: _____
Title: _____

Date: _____

“LESSEE”

EXHIBIT "A"

Hatched area indicates area to be leased to Lessor.