

LEASE

THIS AGREEMENT made this _____ day of _____, 2021, by and between **Rupert Dunklau Foundation, Inc.**, hereinafter called the “Lessor”, and **Dodge County, Nebraska, by and thru the Dodge County Board of Supervisors**, hereinafter called the “Lessee”.

1. **LEASED PREMISES.** Lessor, in consideration of the covenants of the said Lessee hereinafter set forth does by these presence lease to the said Lessee the premises known as **33 West 4th Street, Suite 5A, Fremont, Dodge County, Nebraska 68025.**

2. **LEASE TERM.** The initial lease term shall be for a period commencing on the 1st day of November, 2021, and ending on the 31st day of October, 2023.

3. **RENT.** In consideration of the leasing of the above described property, Lessee hereby agrees to pay Lessor as rent for said premises the sum of \$595.00 per month, payable in advance on the 1st day of each month throughout the term of the lease.

3a. **SECURITY DEPOSIT.** Lessee has paid herewith the sum of \$595.00 the receipt of which is hereby acknowledged by Lessor as security for the faithful performance of the Lessee’s obligations. In no event shall Lessee be entitled to apply said deposit against rent due hereunder. Upon termination of the Lease, the security deposit will be applied to the damages sustained, if any, and a written itemization shall be delivered or mailed to the Lessee within fourteen (14) days after demand and designation of the location where payment may be made or mailed.

4. **LESSEE’S ACCEPTANCE OF PROPERTY.** At the commencement of the lease term, Lessee shall accept the leased premises in their existing condition. No representations, statement, warranties, expressed or implied, has been made by or on behalf of the Lessor as to such condition, or as to the use that may be made of such property except as may be contained in this lease. In no event shall the Lessor be liable

for any defect in such property or for any limitations on its use except as may be contained in this lease.

5. ALTERATIONS.

(A) No change or alteration shall at any time be made without the consent of Lessor.

(B) All work done in connection with any change or alteration shall be done in a good and workmanlike manner and in compliance with the Building and Zoning laws, and with all other laws, ordinances, orders, rules, regulations and requirements of all Federal, State and Municipal Governments, and appropriate departments, commissions, boards and officers thereof.

(C) Any alteration, addition, or improvements made by the Lessee shall remain the property of the Lessor.

6. USE OF LEASED PREMISES. The Lessee may use and occupy the leased premises for operation of a County Attorney Office, including Juvenile Diversion Services. Further, the Lessee shall not use nor allow, nor permit the use of said premises for any unlawful, immoral, or objectionable purposes; nor permit anything to be done which will create a fire hazard or nuisance; and comply with all applicable laws, regulations, and directions of governmental authorities. Lessee shall not permit anything to be done in or on the leased property which will in any way violate any governmental laws or regulations.

7. UTILITIES AND SERVICES. Lessor shall be responsible and pay for all gas, electricity, water, sewer and utilities as may be required by Lessee. Lessee shall be responsible and pay for all telephone and internet services required by Lessee.

8. TAXES. The Lessor shall be responsible for the real property taxes and assessments upon the leased property which are due and assessed during the lease term. Any personal property taxes assessed for property owned by either Lessor or Lessee shall be their separate responsibility.

9. **INSURANCE.** Lessor shall be responsible for providing insurance in amounts Lessor deems reasonably necessary for protection of the building from fire, theft, and other casualties. Lessee shall be responsible for providing insurance in amounts it deems necessary for protection of its personal property, loss of use from fire, theft and other casualties. Lessee shall obtain liability insurance protection on the property in an amount of not less than \$1,000,000.00 and property damage of not less than \$100,000.00 and shall name Lessor as an additional insured on said policy.

10. **INDEMNIFICATION.** Lessee will indemnify and save Lessor harmless from and against any and all claims, actions, damages, liability expenses in connection with loss of life, personal injury, and/or damage to property, arising from any act or omission of Lessee, his agents, family, employees, occupants, servants, guests or licensees.

11. **REPAIRS.** During the term of this Lease, the Lessor shall be responsible for all repairs, maintenance and upkeep on the exterior and interior of the building including but not limited to roof, windows, doors, glass, parking lot, sidewalks, grass, shrubs, maintaining the furnace, air conditioners, electrical systems, water and sewer to the property; and all repairs necessary to keep the building in good repair.

12. **DUTIES OF LESSEE.** The Lessee shall faithfully perform the following duties:

(A) Maintain the occupied and used premises in a clean and safe condition, and upon termination of the residency, place premises in at least as clean a condition, except for ordinary wear and tear, as when the residency commenced.

(B) Dispose from the facility all wastes, rubbish, and garbage in a clean and safe manner and in accordance with all governmental regulations.

(C) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb the neighbors peaceful enjoyment or their premises.

13. **NON-COMPLIANCE BY LESSEE.** In the event of the Lessee's non-compliance with any provision of this lease, the Lessor shall give written notice to the Lessee specifying the acts and omissions constituting the breach and that the lease agreement will terminate on a date not less than thirty (30) days after receipt of the notice if the breach is not remedied in thirty (30) days and the rental agreement will then terminate as provided in that notice. In any event, the Lessor may terminate the lease agreement if rent is unpaid when due and the Lessee fails to pay rent within thirty (30) days after written notice by the Lessor of non-payment and Lessor's intentions to terminate the lease agreement if the rent is not paid within that period of time.

14. **ENTRY TO PREMISES.** The Lessor may enter onto the premises in order to inspect the premises, or exhibit the premises to prospective or actual purchasers, mortgagers, tenants, workmen, or contractors. The Lessor shall give the Lessee notice of its intent to enter and shall enter only at reasonable times and with a representative of the Lessee.

15. **ASSIGNMENT AND SUBLETTING.** The Lessee is not permitted to assign this lease or any interest thereon or let or underlet the said premises without the previous written consent of Lessor, which consent shall not be reasonably withheld. No assignment shall release Lessor from any of its obligations under this Lease or be construed or taken as a waiver of any Lessor's rights or remedies hereunder. Consent by Lessor to one or more assignments or to one or more subletting shall not operate as a waiver of its rights under this Paragraph to any subsequent assignment.

16. **DESTRUCTION OF PREMISES.** In the case of damage by fire or other major casualty to the building on the leased property, if the damage is so extensive as to destroy the usefulness of the premises for the purpose for which the premises were lease then, either party to this lease may terminate the lease within thirty (30) days notice of the event which caused the total destruction of the leased property. In the event the lease is canceled by either party, the rent shall be apportioned to the time of the damage. In all

other cases where the leased property is damaged by fire or other major casualty, the Lessor shall have the option of repairing the damage and apportioning the rent until the damage has been repaired or to terminate the remaining part of the lease term.

17. **OPTION TO EXTEND THE LEASE.** At the conclusion of the original term of this Lease, Lessee shall have the option to extend this Lease for an additional two (2) year term. The terms of the Lease shall be as set forth herein with the exception of the rent which shall be \$1,025.00 per month. Lessee shall notify Lessor at least sixty (60) days prior to the termination of the original term, if Lessee desires to extend the Lease in accordance with this provision.

18. **ATTORNEY FEES.** In the event of any litigation between the parties hereto arising out of this lease, or the leased premises, the prevailing party therein shall be allowed all reasonable attorney fees expended or incurred in such litigation to be recovered as part of the cost therein.

19. **NOTICES.** Any and all notices or demands required or permitted to be given hereunder shall be deemed to be properly served if sent by registered or certified mail, postage prepaid, addressed as follows:

TO THE LESSOR: **Rupert Dunklau Foundation, Inc.**
PO Box 770
Fremont, NE 68026

TO THE LESSEE: **Dodge County, Nebraska**
Dodge County Board of Supervisors
Dodge County Judicial Center
435 N. N. Park
Fremont, NE 68025

or at such other address or addresses as either party may hereafter designate in writing to the other. Any notice of demand so mailed shall be effective for all purposes at the time of deposit thereof in the United States mail.

20. **ENTIRE AGREEMENT.** This agreement contains the entire agreement between the parties regarding the subject matter of this lease and can only be amended in writing between the parties hereto. No representations by Lessor or Lessee or their agents not included herein shall be binding on the parties.

21. **BINDING EFFECT.** This agreement shall be binding upon the parties hereto, their heirs, legatees, personal representatives, successor and assigns.

22. **GOVERNING LAW.** This lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, Lessor and Lessee have executed this lease agreement on the year and date above written.

Rupert Dunklau Foundation, Inc., Lessor

BY: _____
Authorized Representative

**Dodge County, Nebraska, By & Thru The
Dodge County Board of Supervisors, Lessee**

BY: _____
Authorized Representative