

No III.A.1.a.

RECOMMENDED ACTION - Approval of Lease Agreement for Property Located at 105 South Curry Avenue, West Plains, Missouri.

The following resolution was moved by _____ and seconded by _____ :

WHEREAS, the University has a board resolution and contract to lease property located at 105 South Curry Avenue, West Plains, Missouri, to house a Single Parent Educational Resource Center; and

WHEREAS, the parties agree that the term of this Lease shall be for a period of one (1) year beginning August 15, 2009, and expiring at midnight on August 14, 2010; provided, however, the Lessee shall have the right to extend the term of this Lease for up to two (2) additional periods of one (1) year, upon the same terms and conditions as contained in this Lease and subject to termination as set forth herein; and

NOW, BE IT RESOLVED, that the Board of Governors for Missouri State University approves the attached Lease Agreement for property located at 105 South Curry Street, West Plains, Missouri. The rental agreed upon is One Dollar (\$1.00) payable at any time during the lease period.

BE IT FURTHER RESOLVED that the administration of the University, including the Chancellor and/or Director of Business and Support Services at the West Plains Campus, on behalf of the Board of Governors, be authorized to execute the Lease in accordance with the terms set forth above.

VOTE: **AYE** _____

NAY _____

LEASE AGREEMENT

This LEASE AGREEMENT, made and entered into this 14th day of August, 2009, between All Saints Episcopal Church of West Plains, Missouri, Inc. hereinafter referred to as Lessor, and THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY, hereinafter referred to as Lessee,

WITNESSETH:

- 1) Now, therefore, Lessor does hereby lease and demise unto Lessee, and Lessee does hereby take and hire from Lessor, the following described real estate located in Howell County, Missouri, to-wit, hereinafter referred to as the "Demised Premises":

105 South Curry Avenue, a building/house to be used for a Single Parent Educational Resource Center and the surrounding curtilage, located within Lot 9 in Block 1 of Curry Addition and being a part of the southwest, southeast 1/4 of Section 21, Township 24, Range 8, West Plains, Missouri.

It is specifically understood that All Saints Episcopal Church of West Plains, Missouri, Inc. and its Parrish Hall are not included in the lease agreement.

- 2) The term of this Lease shall be for a period of one (1) year beginning August 15, 2009, and expiring at midnight on August 14, 2010; provided, however, the Lessee shall have the right to extend the term of this Lease for up to two (2) additional periods of one (1) year, upon the same terms and conditions as contained in this Lease and subject to termination as set forth herein, and only for a Single Parent Educational Resource Center. Lessee may exercise these options by providing written notice to Lessor of its intent to exercise its option to extend the term of the Lease at least ninety (90) days prior to the expiring term. Subsequent extensions, if any, will be negotiated by the Lessor and Lessee.
- 3) The rental agreed upon is One Dollar (\$1.00) payable at any time during the lease period. The rent shall be delinquent after the lease expiration date. If the Lease is extended beyond the initial term expiring August 14, 2010, the rental amount shall remain the same. No security deposit will be required.
- 4) Lessor covenants and agrees as follows:
 - a) Lessor is the owner of said property and has good right to lease the same and will warrant and defend the leasehold interest hereby created.
 - b) Lessee may peacefully and quietly hold and enjoy the Demised Premises during the term hereof without any interruption from the Lessor or any other persons claiming under Lessor, so long as Lessee shall observe and perform the several covenants and provisions for herein: subject, however, to the right of Lessor to inspect the Demised Premises at reasonable times and intervals,

upon reasonable notice to Lessee. Lessor also retains the right of backyard access and passage as needed.

- c) Lessor shall acquire and provide utility service for the Demised Premises and will not allow the same to be terminated under any circumstance where such termination would allow the Demised Premises to be damaged in any way, unless such interruption is wholly without cause due to Lessor. Lessee agrees to pay for all utility services for the demised premises during the term of this Lease, and the parties shall negotiate in good faith to install a meter or determine an appropriate monthly amount.
 - d) Lessor shall maintain the roof and exterior of the Demised Premises and maintain the exterior property, including the lawn and associated plantings. Lessor agrees to replace all broken glass of an equal quality during the term of this Lease. Lessee agrees to repair or replace to original standard and quality any property damaged as a result of the misuse of Lessee, its agents, or invitees. Lessor agrees to maintain the roof and exterior of the building so that the building is dry, habitable and readily usable as a Single Parent Educational Resource Center at all times.
 - e) Lessee shall provide during the term of this Lease general maintenance for the Demised Premises to maintain the interior premises in the way left to them, fully suitable the purpose of providing a Single Parent Educational Resource Center. Lessee shall clean the interior of the Demised Premises on a schedule determined by Lessee to ensure the property is clear and free of trash and debris and otherwise clean excepting normal wear and tear. Lessee shall additionally repair all interior mechanical systems to include HVAC, electrical and plumbing. In the event that replacement of such systems is necessary, Lessor shall be responsible for the cost of replacement.
 - f) Lessor shall maintain during the term of this Lease standard Lessor's property and casualty insurance, insuring the Demised Premises against fire and other casualty for the full value of the building and improvements. Lessor shall carry liability insurance with regard to the Demised Premises. Lessee shall maintain during the term of this Lease standard Lessee's insurance for the full value of the Lessee-owned contents of the facility.
 - g) Property taxes, if any, shall be paid by Lessor.
- 5) Lessee covenants and agrees as follows:
- a) To pay the rent herein provided to Lessor within the time provided at such places and addresses as Lessor may reasonably designate in writing.
 - b) To use the premises hereby leased for Single Parent Educational Resource Center purposes and for no other purpose, as determined by Lessor.
 - c) Lessee shall, at Lessee's sole expense (except to the extent covered by Lessor's insurance), repair promptly any damage to the Demised Premises and any of the Additional Premises leased to Lessee, or any part thereof to the extent caused by or resulting from misuse or negligence by Lessee or its employees, agents, or invitees. Lessee shall not make any alterations, modifications or improvements to the Demised Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. All such alterations, modifications and improvements shall become and remain the property of Lessor. Lessee shall not permit any mechanics' liens resulting from any labor, materials, equipment or supplies furnished with

respect to the Demised Premises at the request of Lessee to stand against the Demised Premises.

- 6) Lessee shall have no right to assign this Lease or sublet the Demised Premises without the prior written consent of Lessor.
- 7) Lessee shall ensure compliance with all policies, rules and procedures enacted and/or recognized by the Board of Governors for Missouri State University and Missouri State University-West Plains in its use of the Demised Premises.
- 8) In the event that it shall become necessary for Lessor or Lessee to institute legal action as a result of the default by the other party under any terms of this Lease Agreement, the prevailing party shall be entitled to court and legal fees, including a reasonable attorney's fee.
- 9) Any notices authorized or required to be given hereunder may be personally delivered (with delivery to one Lessor or Lessee sufficient as delivery to all), or by depositing the same in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, and if intended for Lessor, addressed as follows: All Saints Episcopal Church; Attention: Fr. Michael Kyle; P. O. Box 1012; West Plains, MO 65775; and if addressed to Lessee, addressed as follows: Missouri State University-West Plains; Attention, Dr. Herb Lunday; 128 Garfield Avenue; West Plains, MO 65775. Properly addressed and mailed, delivery shall be deemed upon mailing.
- 10) This Lease Agreement may be modified or extended ONLY upon the executed written agreement of all parties. Time is of the essence in carrying out the terms and conditions of this Lease Agreement.
- 11) This Lease shall be binding upon the parties hereto, their successors, personal representatives, heirs and assigns.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have hereunto set their hands the day and year first above written.

ALL SAINTS EPISCOPAL CHURCH, LESSOR

By: _____
Date

BOARD OF GOVERNORS OF MISSOURI STATE
UNIVERSITY, LESSEE

By: _____
Date