

LEASE AGREEMENT
Lake Havasu Metropolitan Planning Organization

This Lease Agreement ("Agreement") is made and entered into September 1, 2017, by and between Lake Havasu City, Arizona ("Landlord") and the Lake Havasu Metropolitan Planning Organization ("Tenant").

Recitals

Landlord is the owner of land and improvements located at 900 London Bridge Road, Lake Havasu City, Arizona ("Building").

Landlord is making available for lease, a portion of the Building, further described as 493 square feet of the space currently allocated for general government use at the Lake Havasu City Transit Building ("Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental amount, and upon the terms in this Agreement.

NOW THEREFORE, the parties agree as follows:

1. Term.

Landlord agrees to lease the Leased Premises to Tenant for a term beginning September 1, 2017, and ending June 30, 2022.

2. Rental.

Tenant agrees to pay to Landlord during the term of this Agreement rental of \$6,345.00 per year payable in twelve (12) equal installments of \$528.75, commencing September 1, 2017. Tenant also agrees to pay each month the amounts billed by the Landlord for all charges incurred by the Tenant for use of the Landlord's telephone system, including specific long distance charges. Landlord agrees to provide utility services, use of shared color copier/printer, shared use of a conference room, building and ground maintenance and janitorial services to the Leased Premises as part of the lease rental fee set forth above. The parties agree that payments identified in this Section are an in-kind match and will be applied only to the Transit - Section 5310 grant.

3. Use.

The use of the Leased Premises is for the operation of the Lake Havasu Metropolitan Planning Organization office.

4. Indemnification.

Each party (as "Indemnitor") agrees to indemnify, defend, save and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses including reasonable attorney's fees, arising out of an act, omission, negligence, misconduct of the Indemnitor, its officers, officials, agents, employees, or volunteers.

5. Insurance.

Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

The insurance must be with a company licensed to transact business in the State of Arizona.

The insurance policies required by this Lease shall name Lake Havasu City, its agents, representatives, officers, directors, officials and employees as Additional Insureds. The Tenant agrees that the insurance required hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

6. Damage rendering property untenable.

In the event that the Leased Premises becomes untenable due to damage from (not by limitation) flood, fire, accident or acts of God, Landlord has the option to restore or repair the premises or to terminate this Agreement entirely.

7. Assignment.

Tenant may not assign its rights or interests in this Agreement without written consent of the Landlord.

8. Improvements.

Tenant shall not construct any permanent improvements to the Leased Premises without the prior written consent of the Landlord and at the end of the Agreement by termination or otherwise the title to any improvements automatically vests in the Landlord. Tenant agrees to keep the Leased Premises free and clear from any liens for services, construction, or otherwise.

9. Termination.

This Agreement may be terminated, upon a material breach of its terms by the Tenant, and failure to cure the breach upon thirty (30) days' written notice from Landlord. This Agreement may also be terminated by the Landlord, at any time, with or without cause upon six (6) months' written notice. Tenant may terminate this Agreement by giving at least thirty (30) days' written notice to the Landlord. It may be otherwise terminated upon the written mutual consent of the parties.

10. Notice.

Any notice required or permitted under this Agreement or required by law is considered sufficiently given or served if sent by United States certified mail, return receipt requested, and delivered to the following:

If to Landlord to:

Lake Havasu City Manager
2330 McCulloch Blvd., N.
Lake Havasu City, AZ 86403

If to Tenant to:

Lake Havasu Metropolitan Planning Organization
Metropolitan Planning Manager
900 London Bridge Road, Transit Bldg.
Lake Havasu City, Arizona 86404

11. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter.

12. Conflict of Interest

This Agreement may be cancelled pursuant to Arizona Revised Statutes § 38-511.

13. Counterparts

This Agreement may be executed in multiple counterparts, including facsimile, email, or other electronic means, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of the date written above.

Lake Havasu MPO

Lake Havasu City

Buster Johnson, Vice Chairman

Mark S. Nexsen, Mayor

Date

Date

ATTEST:

ATTEST:

Jeanette Buckley,
LHMPO

Kelly Williams, City Clerk

Approved as to form:

Approved as to form:

LHMPO Attorney

Kelly Garry, City Attorney