

**AGREEMENT FOR LEASE  
OF  
OFFICE SPACE, FIXTURES AND EQUIPMENT**

This Agreement for Lease of Office Space, Fixtures and Equipment (the "Lease"), executed this \_\_\_\_ day of \_\_\_\_\_, 202\_, between Boone Electric Cooperative ("Cooperative"), and Boone County Regional Sewer District, ("Tenant").

WITNESSETH:

WHEREAS, Cooperative owns and operates an office space complete with furniture office fixtures, equipment, computers, and access to wi-fi internet services;

WHEREAS, Cooperative is willing to permit Tenant to lease the necessary office space, furniture, office fixtures, equipment, computers and wi-fi internet at its facility and provide the basic utilities (water, sewer, trash, telephone, internet) for the operation of Tenant's sewer district business at said location; and

WHEREAS, the parties agree to provide the foregoing under the terms and conditions of this Lease.

THEREFORE, in consideration of the mutual promises made herein, it is agreed as follows:

1. Description of Space. Cooperative shall lease and make available to Tenant office space within Cooperative's Headquarters Building located 1413 Rangeline, Columbia, Missouri ("Premises"), which are more clearly and particularly described herein in Appendix A, attached hereto and incorporated herein by reference for operation of its sewer district business.
2. Rent. In exchange for rental of the Premises, Tenant shall on the first of each month pay to Cooperative \$5.00 per month for use of the office space contemplated herein.
3. Utilities and Services. During the term of this Lease, Cooperative will provide Tenant with sufficient basic utilities, including water, sewer, trash, telephone, internet access to facilitate operation of its business.
4. Use. Tenant agrees to use the premises only for the operation of its sewer district business. Cooperative shall provide Tenant with access to the Premises between 6 a.m. and 6 p.m. on each business day (Monday through Friday) that BEC is open to the public. Tenant shall not have access to the Premises on any holiday observed by BEC for which the Premises would be closed to the public. Tenant agrees not to use, or permit said Premises to be used, for any purpose except as specifically provided in this Lease, or for any unlawful purpose.

5. Construction. No construction or alteration of the office space contemplated within this Lease shall be allowed.

6. Rules. Tenant shall abide by all reasonable rules and regulations adopted by Cooperative pertaining to operation and management of the Premises. If any rules and regulations are contrary to the terms of this Lease, the terms of this Lease shall govern.

7. Tenant Compliance. Tenant agrees to be responsible for the payment of any tax, charge or penalty imposed or levied against the Premises on account of Tenant's use of said Premises.

8. Damage or Destruction. If, prior to or during the term of this Lease, the said Premises, shall be so damaged or destroyed by fire or other casualty so as to render them untenable, then Cooperative or Tenant, at their option, shall have the right to cancel and terminate this Lease by giving the other party written notice within thirty (30) days after such damage or destruction. In the event neither party shall elect to terminate this Lease, as herein provided, Cooperative shall repair and restore the Premises with all reasonable speed to substantially the same condition as immediately prior to such damage or destruction. Tenant is responsible for its own equipment in the event of any such loss or damage.

9. Signs. No sign, notice, advertisement or other inscription of any kind shall be put in or attached to any part of the Premises by Tenant.

10. Additions, Fixtures and Improvements. Tenant shall not install any fixtures or make any permanent improvements to the Premises.

11. Insurance. In addition to statutorily required workers' compensation insurance, Tenant, at its own expense, shall maintain at all times comprehensive general liability insurance with limits of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate and shall name Cooperative as an additional insured on such policy. Tenant shall furnish such evidence as Cooperative may reasonably require of the insurance including, but not limited to, a certificate of insurance. Tenant shall insure its equipment against loss and damage in such amounts as it deems necessary, and Cooperative shall have no obligation to provide such insurance or to pay for such loss or damage.

12. Term. This Lease shall commence on the 1<sup>st</sup> day of \_\_\_\_\_, 202\_\_ and continue in force and effect on a month-to-month basis, unless and until either Tenant or Cooperative gives written notice to the other party of its intent to terminate this Lease. Said notice shall be given at least thirty (30) days prior to the desired date of termination.

13. Limitation of Liability/Indemnification. Under no circumstances shall either party to this Lease be liable to the other for any indirect, incidental, special or consequential damages, including, but not limited to, loss of business, loss of use or loss of profits which arise in any way, in whole or in part, as a result of any action, error, mistake or

omission by the party, except to the extent the party, intentionally or through gross negligence, caused such action, error, mistake or omission.

To the extent permitted by law, Tenant agrees to indemnify, defend and hold Cooperative harmless against any and all third-party claims, demands, suits, actions, losses, damages or expenses (including reasonable attorney's fees and expenses) for which all avenues of appeal have been exhausted, arising in any manner, out of Tenant's use of the Premises, performance or failure to perform any of the Tenant's obligations under this Lease, except to the extent such claims, demands, suits, actions, losses, damages or expenses arise out of the negligence or intentional acts or omissions of Cooperative. Nothing in this paragraph, Section, or Agreement is, nor shall be construed as, a waiver of any governmental or sovereign immunity of Tenant, its officials, nor any of its employees.

To the extent permitted by law, Cooperative agrees to indemnify, defend and hold Tenant harmless against any and all third-party claims, demands, suits, actions, losses, damages or expenses (including reasonable attorney's fees and expenses) for which all avenues of appeal have been exhausted, arising in any manner, out of Cooperative's performance or failure to perform any of the Cooperative's obligations under this Lease, except to the extent such claims, demands, suits, actions, losses, damages or expenses arise out of the negligence or intentional acts or omissions of Tenant.

14. Default/Termination. Failure of either party to cure a default under this Lease as soon as reasonably practical, but not less than ten (10) days after receipt of written notice thereof, shall entitle the other party to immediately terminate this Lease. A default which is not susceptible of cure within such ten (10) days shall not give rise to the right of termination, provided cure is commenced within ten (10) days and diligently pursued to completion.

15. Compliance with Laws. This Lease and the parties' actions under this Lease shall comply with all applicable federal, state and local laws, rules and regulations in the orders, rules and regulations of any court or governmental agency of competent jurisdiction. If a court or governmental agency of competent jurisdiction determines that this Lease or a provision of this Lease is unlawful, this Lease, or that provision of this Lease shall terminate. If a provision of this Lease is so terminated, but the parties legally, commercially and practicably can continue this Lease without the terminated provision, the remainder of this Lease shall continue in effect.

16. Force Majeure. The parties shall be excused from performance under this Lease if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to, strikes or other labor unrest, severe weather or storms, earthquakes or other natural occurrences, power failures, nuclear or other civil or military emergencies, or acts of legislative, judicial, executive or administrative authorities.

17. Notices. All notices provided to be given herein shall be in writing and delivered personally or by electronic mail, to such address as previously provided for notices by one party to the other.

18. Waiver. Any failure of a party to assert any of its rights under the provisions of this Lease shall not constitute a waiver or termination of such rights.

19. Applicable Law. The parties agree that the laws in the State of Missouri shall apply to this Lease.

20. Assignment. Neither party may assign or transfer its rights or obligations under this Lease without the prior written consent of the other party.

21. Relationship of the Parties. Nothing contained in this Lease shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties hereto, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

22. Entire Agreement. This Lease, together with all exhibits and appendices and any jointly executed written supplements to this Lease, constitutes the entire Lease and the complete understanding between the parties. No other verbal or written representation of any kind affects the rights or the obligations of the parties regarding any of the provisions in this Lease.

**Boone County Regional Sewer District:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Boone Electric Cooperative:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **APPENDIX A**

**Description of Area to be Leased.**

- Office space of approximately 143 square feet which includes areas that have access to phone lines, internet, computers and a shared printer. See image below.
- Access to common areas such as bathrooms, kitchen/break room, hallways, lobby area, and use of meeting room as available.
- Access to vehicle parking in employee designated areas.

