

DOG PARK LEASE

It is agreed, by and between the City of Knoxville, Marion County, Iowa, Landlord, and Knoxville Lions Club, Tenant:

That Landlord hereby lets to Tenant, and Tenant hereby leases from Landlord the following described premises situated in Knoxville, Marion County, Iowa, to-wit:

Lot 2, Block 2, Neal's Addition to the City of Knoxville, Iowa a/k/a Auld Park Baseball Field

In consideration of the mutual promise of the parties herein and upon the following terms, provisions and conditions:

1. TERM. The duration of this rental agreement shall be from the 19th day of April 2016 to and including the 18th day of April 2017.

2. RENT. Tenant agrees to pay to Landlord, as rental for said term, the sum of one dollar (\$1.00) per year, payable upon the signing of this lease.

3. USE. Unless otherwise agreed in writing, Tenant shall occupy and use the above described property as a Dog Park, only.

4. UTILITIES. Any utilities required by the Tenant shall be paid for by the Tenant.

5. EXPENSES. No expenses shall be incurred by the Tenant for on account of the Landlord without first obtaining written permission from the Landlord. The Tenant agrees to take no actions that might cause a mechanic's or other lien to be imposed on the real estate and agrees to indemnify the Landlord if actions are taken by the Tenant that result in such a lien being imposed.

6. REPAIR AND MAINTENANCE. Tenant will be responsible for any repairs and/or maintenance of the fences resulting from the use of the property by the Tenant. In addition, the Tenant shall have the right to replace said fencing at its expense.

7. INSURANCE. Tenant shall maintain liability insurance in the sum of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate with the Landlord named as an additional insured. Tenant shall provide proof of insurance prior to entering into said lease.

8. HOLD HARMLESS. In the event of any claim resulting from this lease and the use by the Tenant, the Tenant agrees to defend any suit or go to trouble or expense to protect the Landlord from any claim and assume full responsibility for any necessary further payment or compromise of such claim.

9. ENTIRE AGREEMENT. This writing including any addendum attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation or promise with reference to this rental agreement, or the real estate lease, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant.

10. ADDITIONAL PROVISIONS.

a) Tenant shall provide Landlord with a copy of the rules for use of the dog park by its patrons.

b) Tenant shall be responsible for the maintenance of the leased area during the term of this lease.

DATED April 19, 2016.

CITY OF KNOXVILLE, IOWA

KNOXVILLE LIONS CLUB

Brian J. Hatch, MAYOR

Heather Ussery, CITY CLERK