

## LEASE AND FACILITY USAGE AGREEMENT

THIS LEASE AND FACILITY USAGE AGREEMENT (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Maricopa, an Arizona municipal corporation (“Landlord”), and the Maricopa Historical Society, an Arizona Nonprofit Corporation (“Tenant”).

1. **Leased Property.** Landlord hereby leases to Tenant, and Tenant leases and takes from Landlord the property, consisting of a 1,700 square foot building and surrounding parkinglot located on approximately .52 acres of land, as more specifically described below located in Pinal County, Arizona (“Property”):

Assessor’s Parcel Number 510-25-014Y  
44240 W. Maricopa-Casa Grande Highway, Maricopa, AZ

2. **Good and Valuable Consideration.** The Landlord agrees to lease, and the Tenant agreesto take the Property as is where is, under the following conditions:

- A. Tenant shall pay to the Landlord One and 00/100 Dollars (\$1.00) per annum for the term of this agreement as payment for the use and enjoyment of the Property.
- B. Tenant shall maintain, at its sole expense, the interior and exterior of the building and grounds in a neat and clean manner, free of pests, trash, debris, weeds and other unsightly and/or unsanitary conditions.
- C. Landlord may request occasional use of the Property. Tenant shall not unreasonably deny such requests, and shall not charge Landlord a fee for such usage.
- D. Tenant shall prepare a written report, no less than annually, to Landlord detailing the use of the Property by Tenant during the previous year.

3. **Term.** The initial term of this Agreement shall begin upon notice from Landlord to Tenant that the remodeling of the building is complete and shall expire on June 30, 2022, or sooner as provided herein. Thereafter, this Agreement is renewable for three (3) additional one (1) year terms and will be considered automatically renewed unless either party provides written notice to the other party at least thirty (30) days before the expiration of the term.

4. **Major Repairs, Maintenance and Improvements**

- A. Tenant shall not, without first obtaining the written consent of Landlord, make

any alterations, additions, or improvements, in, to or about the Property.

- B. Damage caused by, or as a result of, the Tenant's use or management of the property shall be repaired by the Tenant at the Tenant's sole expense in a timely manner.
  - C. Damage to the Property resulting from age and/or natural deterioration shall be the responsibility of the Landlord to repair. Tenant shall notify Landlord in writing of any such necessary repairs within ten (10) days of discovery. Landlord may elect, in its sole discretion, to declare the cost of the needed repairs to be too expensive and terminate this Agreement as a result thereof.
5. **Assignment and Subletting.** Tenant shall not sublet or rent any portion of the Property, without the express written consent of Landlord,
6. **Insurance and Indemnity**
- A. Tenant shall maintain throughout the term or renewal terms, if any, of this Agreement, at Tenant's own expense, liability insurance with respect to Tenant's use and occupancy of the Property, and property insurance to insure against damage to the Property as a result of the Tenants occupancy thereof. Tenant shall provide Landlord certificates of insurance with the Landlord as a named insured in the minimum amount of One Million Dollars (\$1,000,000) for liability and One Hundred Thousand Dollars (\$100,000) for property damage coverage.
  - B. Landlord shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the demised Property or any part thereof, and Tenant agrees to hold Landlord harmless from any claims for damages arising at any time during Tenant's possession of the Property.
7. **Utilities.**
- A. Tenant shall be liable and agrees to pay the charges for telephone and internet, if Tenant deems necessary.
  - B. Except as provided in Section (7)(A) above, Landlord shall be liable and agrees to pay the charges for all public utility services rendered or furnished to the buildings used by Tenant on the Premises, including heat, water, gas, electricity and sewer.
  - C. Landlord shall be liable and agrees to pay the charges for real estate taxes, special assessments, and municipal or government charges, general, ordinary and extraordinary, of every kind and nature whatsoever, which may be levied, imposed or assessed against the Premises or upon any improvements hereon.
8. **Signs.** Tenant shall have the right to install and maintain, at its sole cost and expense, a

sign or signs advertising Tenant's location, provided that the signs conform to law and further provided that the sign or signs conform specifically to the written requirements of the appropriate governmental authorities.

9. **Prohibited Activities.** At any time during the term of this Agreement or extension thereof, Tenant shall not allow the property to be used for any unlawful purpose, any purpose for which the Property is not suitable, or any purpose inconsistent with the intent of this Agreement including, but not limited to, the sale of alcoholic beverages for consumption on or off of the premises.
10. **Entry and Inspection.** Tenant shall permit Landlord or Landlord's agents to enter upon the Property at reasonable times and upon reasonable notice, for the purpose of inspecting the same.
11. **Landlord's Remedies on Default.** Failure of Tenant to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. In the event Tenant breaches this Agreement, Landlord shall have all rights and remedies provided by law.
12. **Tenant's Remedies on Default.** In the event Landlord shall neglect or fail to perform or observe any of the covenants, provisions or conditions contained in this Agreement on its part to be performed or observed and such failure shall continue for thirty (30) days after receipt of written notice of default from Tenant (except that if such failure cannot be cured within said thirty (30) day period this period shall be extended for a reasonable additional time provided that Landlord commences to cure within said thirty (30) day period and proceeds diligently thereafter to effect such cure), or, if Landlord fails to timely remedy a default with respect to repairs which Landlord is obligated to perform under this Agreement, excluding Acts of God, or to commence to timely cure such default if the default is not curable within said thirty (30) days, and diligently proceed to complete such curing, Tenant shall have the right to make such repairs and to abate rent to that extent. Such repairs shall be performed at competitive market rates. The specified remedies herein shall be non-exclusive of each other and in addition to any other remedies available to Tenant at law or in equity.
13. **Quiet Enjoyment.** Landlord covenants that Tenant, upon paying the rent set forth in Section 2 herein and upon the due performance of all the terms, covenants, conditions and agreements herein contained on Tenant's part to be kept and performed, shall have, hold and enjoy the Property free from molestation, eviction, or disturbance by Landlord, or by any other person or persons lawfully claiming the same, and that Landlord has good right to make this Agreement for the full term granted, including renewal periods.
14. **Surrender and Holding Over.** Tenant shall surrender the Property and remove all of Tenant's personal property from the Property on termination of this Agreement. Any holding over by Tenant without the express authorization of Landlord shall be treated as

atenancy from month-to-month, at a rental rate equal to the monthly rent at current fair market value, payable on the first day of each month, and Landlord shall retain all remedies under this Agreement and rights under the law for removal of Tenant from the Property.

15. **Subordination.** This Agreement is and shall be subordinated to all existing and future liens and encumbrances against the Property.
16. **Time of Performance.** Time is of the essence in the performance of the parties' obligations set forth herein.
17. **Heirs, Assigns, Successors.** This Agreement is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
18. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, as to:

Landlord: City Manager  
City of Maricopa  
39700 W Civic Center Plaza  
Maricopa, AZ 85138


Tenant: Maricopa Historical Society  
44240 West Maricopa-Casa Grande Highway  
PO Box 152  
Maricopa, AZ 85139

19. **Binding Effect: Choice of Law.** This Agreement shall be binding upon the parties, their personal representatives, successors and assigns and shall be governed by the laws of the State of Arizona. Any litigation between the Parties hereto concerning this Agreement shall be initiated in Pinal County.
20. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and supersedes all prior verbal or written agreements between the parties pertaining to this Agreement. This Agreement may be modified only by a writing signed by both parties.
21. **Conflict of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511.
22. **Termination for Non-Appropriation.** This Agreement shall terminate at the end of the then current fiscal period for non-appropriation of funds if Landlord's governing body fails to appropriate funds to pay for the obligations required of it by this Agreement. Such cancellation shall be upon ninety (90) days written notice to the Tenant. The Landlord's fiscal period ends June 30 of each year. Funding under this Agreement

beyond the current appropriation year is conditional upon the appropriation by the Maricopa City Council of sufficient funds to pay for this Agreement. Should such appropriation not be approved, this Agreement shall terminate at the close of the current appropriation year.

“Tenant”

MARICOPA HISTORICAL SOCIETY  
An Arizona Nonprofit Corporation

By:  \_\_\_\_\_  
Paul B. Shirk, President

“Landlord”

City of Maricopa  
a municipal corporation,

\_\_\_\_\_  
Ricky A. Horst, City Manager

ATTEST:

\_\_\_\_\_  
Vanessa Bueras, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney