

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 5th day of September, 2017, by and between Dawn Theroux ("Landlord"), and the City of Maricopa, an Arizona municipal corporation ("Tenant").

1. **Leased Premises.** Landlord hereby leases to Tenant, and Tenant leases and takes from Landlord the property located at 18860 N. John Wayne Parkway, Maricopa, Arizona, consisting of an approximately 3,700 square foot building ("Premises"), as more specifically described in Exhibit A attached hereto, for Tenant's exclusive use.
2. **Term; Renewal.** The term of this Lease shall be for a period of five (5) years, commencing October 1, 2017, and terminating on September 30, 2022, provided this Lease has not been earlier terminated as hereinafter provided. This Lease shall automatically renew for additional one (1) year terms unless either party gives the other party written notice of its intent not to renew the Lease at least sixty (60) days prior to the end of the then current term.
3. **Rent.** The monthly rent shall be Three Thousand Three Hundred and 00/100 dollars (\$3,300.00) per month for the term of this Lease.
4. **Use of Premises; Rezoning.**
 - A. Landlord hereby acknowledges that Tenant desires to use the premises for the operation of a Family Advocacy Center.
 - B. Tenant agrees that the use of the Premises and services provided therein will comply with all applicable laws.
 - C. Tenant hereby agrees to rezone the Premises and Landlord hereby agrees to allow Tenant to process a rezoning of the Premises to allow for such use and to cooperate and take any reasonable actions necessary to assist with such rezoning.
5. **Repairs, Maintenance and Improvements**
 - A. Tenant agrees to keep and maintain in good order, condition and repair the Premises during the term of the Lease (including but not limited to the electrical system, HVAC, plumbing, fire monitoring, security, access, etc.). Tenant shall be solely responsible for replacing the roof, repairing the septic system or connecting to Global Water's sewer system and all non-structural repairs to the Premises.
 - B. Tenant agrees to reimburse Landlord for the cost of the NFIP Elevation Certificate for the Premises.
 - C. Landlord hereby acknowledges and agrees that substantial alterations, additions and improvements to the Premises will be necessary to convert the building into a Family

Advocacy Center. Tenant shall be allowed to make any necessary alterations, additions, or improvements, in, to or about the Premises with the prior consent of Landlord, which shall not be unreasonable withheld. The alterations, additions and improvements necessary for a Family Advocacy Center shall be in the sole discretion of Tenant.

- D. Tenant will be responsible for any change in the environmental condition of Premises caused by the use of Tenant during the term of this Lease. Tenant shall not be responsible for any environmental condition existing on the Property prior to the term of this Lease.
- E. Tenant and Landlord agree that Landlord shall deliver the Premises to the Tenant on the Commencement Date in "As-Is" condition.

- 6. **Assignment and Subletting.** Tenant intends to use and occupy the Premises of a Family Advocacy Center. Tenant shall have the right to assign this Lease or sublet any portion of the Premises (without Landlord's prior approval), provided the Tenant shall remain fully liable for all Lease obligations. Landlord shall be free to assign this Lease at any time during the term of this Lease, without prior approval of Tenant.

- 7. **Insurance and Indemnity**

- A. Tenant shall maintain throughout the term or renewal terms, if any, of this Lease, at Tenant's own expense, public liability insurance with respect to Tenant's use and occupancy of the Premises.
- B. Tenant shall indemnify and save harmless Landlord from any claims, demands, loss, damages, liens, suits, judgments and liabilities of every kind, arising because of any claim of injury to persons or damage to Premises, or the death of any person or persons, resulting from the occupancy and use of the Premises by Tenant. Tenant shall keep the Property free and clear of all liens arising out of or claimed by reason of any work performed, materials furnished or obligations incurred at the Premises by or at the instance of Tenant, and will indemnify and save Landlord harmless from all such liens or claims of liens, and all attorneys' fees and costs reasonably incurred in defense against such claims.
- C. Landlord shall indemnify and save harmless Tenant from any claims, demands, loss, damages, liens, suits, judgments and liabilities of every kind, arising because of any claim of injury to persons or damage to Premises, or the death of any person or persons, resulting from the access and use of the Premises by Landlord.

8. **Taxes Assessments and Utilities.**

- A. Tenant shall be liable and agrees to pay the charges for all utility services rendered or furnished to the Premises, including but not limited to telephone, heat, water, gas, electricity and sewer.
- B. 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.

9. **Eminent Domain.** If the Premises or any part thereof or any estate therein shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Tenant may file a claim for loss of business; interruption of business, moving expenses, damage to or loss of value or cost of removal of inventory, trade fixtures, furniture and other personal property belonging to Tenant.

10. **Entry and Inspection.** Tenant shall permit Landlord or Landlord's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

11. **Remedies on Default.** In the event of a default in the performance of any of the terms and conditions under this Lease herein agreed to, each Party shall have all remedies as provided by law and the prevailing party shall be entitled to recover attorneys' fees and costs as the court or arbitrator may determine in any legal action brought forth.

12. **Quiet Enjoyment.** Landlord covenants that Tenant, upon paying the rent set forth in Paragraph 4 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 Premises 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 Lease for the full term granted, including renewal periods.

13. **Surrender and Holding Over.** Tenant shall surrender the Premises in a condition and state of repair not less than the condition and state of repair in which the Property existed on the date Tenant took possession, normal wear and tear excepted, and remove all of Tenant's personal property from the Premises on termination of this Lease. Any holding over by Tenant without the express authorization of Landlord shall be treated as a tenancy from month-to-month, at a rental rate equal to the monthly rent last in effect, payable on the first day of each month, and Landlord shall retain all remedies under this Lease and rights under the law for removal of Tenant from the Premises.

14. **Time of Performance.** Time is of the essence in the performance of the parties' obligations set forth herein.
15. **Heirs, Assigns, Successors.** This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
16. **Relationship of Parties.** The relationship of the parties hereto is solely that of Landlord/Tenant of an interest in real estate, and it is expressly understood and agreed that this Lease is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between Landlord and Tenant.
17. **Waiver.** The failure of Landlord or Tenant to insist in any one or more instances on performance of any of the terms or conditions of this lease or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.
18. **Governing Law; Venue.** The terms and conditions of this Lease shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Lease shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county.
19. **Entire Agreement.** This Lease represents the entire agreement between Landlord and Tenant and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Lease shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of this Lease, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
20. **Notices.** Whenever either party needs to deal with the other or give written notice to the other, said notices shall be delivered to the parties as follows:

To Landlord:

Dawn Theroux
404 N. Broadway Street
Ballinger, TX 76821

To Tenant:

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

21. **Severability.** The provisions of this Lease shall be deemed severable and should any provision of this Lease be declared or be determined by a Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Lease, notwithstanding any other provision of this Lease Agreement.
22. **Conflict of Interest.** This Lease is subject to the provisions of A.R.S. § 38-511.
23. **Termination for Non-Appropriation.** This Lease shall terminate at the end of the then current fiscal period for non-appropriation of funds if Tenant's governing body fails to appropriate funds to pay for the Lease payments set forth in Paragraph 2. Such cancellation shall be upon ninety (90) days written notice to the Landlord. The Tenant's fiscal period ends June 30 of each year. Funding under this Lease beyond the current appropriation year is conditional upon the appropriation by the Maricopa City Council of sufficient funds to pay for this Lease. Should such appropriation not be approved, this Lease shall terminate at the close of the current appropriation year.
24. **Commissions and Fees.** Each party shall be responsible for the payment of real estate and brokerage costs and all other fees charged by their advisors that result from this transaction.
25. **Acknowledgment of Representation.** The undersigned Landlord has been advised and fully acknowledges that this Agreement was prepared by Fitzgibbons Law Offices, P.L.C., as attorney for Tenant, and the undersigned Landlord further acknowledges she has also been advised that she can and should seek the advice of independent legal counsel to review this Agreement, the exhibits thereto, and any further information or documentation pertaining to this Agreement. Landlord further acknowledges she is not relying on any statements made by Tenant's attorney and agrees to waive any potential conflict of interest.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first written above.

Landlord

Tenant

Dawn Theroux

City of Maricopa
a municipal corporation,

By:_____

Christian Price, Mayor

I

ATTEST:

City Clerk

Approved as to Form:

City Attorney