

BILL NO. 2000

SPECIAL ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CUBA, MISSOURI, ON BEHALF OF SAID CITY, TO ENTER INTO AND EXECUTE A LEASE FOR CERTAIN MUNICIPAL PROPERTY LOCATED WITHIN THE MUNICIPAL LIMITS OF CUBA, MISSOURI.

WHEREAS, the Board of Aldermen of the City of Cuba, Missouri (City), has determined that it is in the best interests of the City to enter into an agreement with the Cuba Chamber of Commerce, Inc. and authorize the Mayor's signature on said agreement.

BE IT ORDAINED, by the Board of Aldermen of the City of Cuba, Missouri, as follows:

Section 1: The City of Cuba, Missouri does hereby accept and approve a lease between City of Cuba, Missouri, and the Cuba Chamber of Commerce for certain real property known as the Cuba Visitor's Center located within the municipal limits of Cuba, Missouri. A copy of said Lease Agreement is hereto attached as exhibit "A".

Section 2: The Mayor of the City of Cuba, Missouri, is authorized to execute the Lease Agreement on behalf of the City.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF CUBA, MISSOURI, THIS ____ DAY OF APRIL 2021.

CODY LEATHERS, MAYOR

Attest:

CHRISTINE NASH, CITY CLERK

(City Seal)

Approved this _____ day of April, 2021.

CODY LEATHERS, MAYOR

Attest:

CHRISTINE NASH, CITY CLERK

(City Seal)

Approved as to the form.
WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C.

By: _____
Lance B. Thurman, #51214
901 North Pine Street, Fourth Floor
Post Office Box 47
Rolla, Missouri 65402
(573) 341-2266

ATTORNEYS FOR THE CITY OF CUBA, MISSOURI

Alderman	Vote on First Reading On _____, 2021	Vote on Second Reading On _____, 2021
Kevin Copling		
Sam Black		
Debbie Martin		
Warren Graddy		
Curtis Holt		
Jeff Bouse		

LEASE AGREEMENT

This lease made on this ___ day of April 2021, by and between the City of Cuba, Missouri, (hereinafter called "Landlord"), a Missouri Municipal Corporation and Cuba Chamber of Commerce, a Missouri Not-for-Profit Corporation (hereinafter called "Tenant").

WITNESSETH:

That in consideration of the rents and covenants herein set forth, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord, premised containing approximately square feet, (hereinafter called "Leased Premises"), as shown outlined in red on Schedule "A", a copy of which is attached hereto, located in the busing known as the Tourism Center (hereinafter called "Tourism Center"); which is situated on that certain parcel of land (hereinafter called "Tourism Center Area") more particularly described in Schedule "A -1" attached hereto. This lease shall be for the term, upon the rentals and subject to the terms and conditions set forth in this lease agreement and schedules attached hereto.

Landlord hereby warrants that Tenant shall have peaceful and quiet use and possession of the Leased Premises without hindrance on the part of Landlord. Tenant's rights under this lease agreement are and shall always be subordinate to the operation and effect of any mortgage, deed of trust or other security instrument now or hereafter placed upon the Tourism Center, or any part thereof, by Landlord, and Tenant will, upon Landlord's request, execute and deliver such instrument as may be appropriate to effect such subordination.

Tenant will, upon the request of Landlord or of the mortgagee or trustees, under any such mortgage or deed of trust, execute an attornment instrument and attorn to such mortgagee or trustees and become its Tenant on the terms herein contained for the unexpired residue of the term of this lease agreement.

1. Use

The Lease Premises shall be used by Tenant solely for the purpose of providing a tourism center, attendant office space, and conference rooms held open for the general public and for such other useful and incidental purposes pertaining thereto.

2. Term

The term of this lease agreement shall commence on the earlier to occur of (a) _____, 2021, provided the Leased Premises are "ready for occupancy" (as that term is defined in Section (4)); (b) fifteen (15) days after the mailing of notice by Landlord to Tenant that the Leased Premises are "ready for occupancy", or (c) occupancy of the Leased Premises by Tenant; and the term shall be for a period of three (3) years, plus the part of a month, if any, from the date of the commencement of the term to the first day the first full calendar month in the term. Each of the parties hereto agrees upon demand of the other, to execute a declaration expressing the commencement and termination dates of the term as soon as the commencement date has been determined. Either party may cancel this lease agreement upon ninety (90) days notice to the other by certified mail.

3. Rent and Security Deposit

Tenant covenants and agrees to pay to Landlord, as rental for the Leased Premises, the sum of two hundred eight dollars and thirty-three (\$208.33) per month paid annually on or before July 1st which includes the utilities. All rentals payable by Tenant to Landlord under this lease agreement shall be paid to Landlord at the office of Landlord herein designated by it for notices. Tenant will promptly pay all rentals herein prescribed when and as the same shall become due and payable. If Landlord shall pay any monies or incur any expenses in correction of violation of covenants herein set forth, the amounts so paid or incurred shall, at Landlord's option and on notice to Tenant, be considered additional rentals, payable by Tenant with the first installment of rental thereafter becoming due and payable and may be collected or enforced as by law provided in respect of rentals.

Tenant has deposited with Landlord the sum of ____ Dollars (\$ __0__) as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease agreement. It is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease agreement, including but not limited to the payment of rent and additional rent, Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent, or any other sum to which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease agreement, including but not limited to any damages or deficiency in the reletting of the Leased Premises whether such damages or deficiency accrued before or after summary proceedings or other reentry by Landlord. If Landlord applies any part of said deposit to cure any default of Tenant, Tenant shall, upon demand, deposit with Landlord the amount so applied so that Landlord shall have the full deposit on hand at all times during the term of this Lease.

In the event Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease agreement, the security shall be returned to Tenant, without interest, after the date fixed as the end of the lease agreement and after delivery of the entire possession of the Leased Premises to Landlord. In the event of a sale or lease of the Tourism Center, of which the Leased Premises form a part, Landlord shall have the right to transfer the security to the vendee or lessee and Landlord shall thereupon be released by Tenant from all liability for the return of such security, and Tenant agrees to look to the new Landlord solely for the return of said security and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Landlord. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

4. Common Areas

Tenant shall have the right to nonexclusive use, in common with others of, (a) automobile parking areas, driveways and footways, and of, (b) such loading facilities, elevators and other facilities as may be constructed and designated, from time to time, by Landlord in the Tourism Center Area for use by other tenants, if any, of the Tourism Center, all to be subject to the terms and conditions of this lease agreement and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord.

Landlord shall have the right to make changes or revisions in the common areas of the Tourism Center and the Tourism Center Area, and Landlord shall have the right to construct additional buildings in the Tourism Center Area for such purposes as Landlord may deem appropriate.

5. Utilities and Janitorial Expenses

Landlord shall pay for snow removal, lawn mowing, exterior maintenance, trash service, electricity, water, and heating fuel or gas consumed on the property. As well as monthly janitorial services. Tenant shall provide for day-to-day janitorial services described in job description.

6. Termination.

This lease agreement and the tenancy hereby created shall cease and terminate at the end of the original term hereof, or any extension or renewal thereof, without the necessity of any notice' form either Landlord or Tenant to terminate-the same ana Tenant hereby) waives notice to vacate the Leased Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of Leased Premises from a Tenant holding over.

At the expiration or earlier termination of this lease agreement, Tenant shall, at Tenant's expense, remove all of Tenant's personal property, and repair all injury done by or in connection with the installation or removal of said property, and surrender the Leased Premises broom clean and in as good condition as they were at the beginning of the term, reasonable wear excepted. All property of Tenant remaining on the Leased Premises after the expiration or earlier termination of this lease agreement shall be conclusively deemed abandoned and, at Landlord's option, may be retained by Landlord or may be removed by Landlord and Tenant shall reimburse Landlord for the cost of such removal. Landlord may have any such property stored at Tenant's risk and expense.

7. Operation by Tenant

Tenant will maintain the Leased Premises at its own expense in a clean, orderly and sanitary condition, except for Landlord's obligations to furnish janitor service as hereinabove provided. Tenant will not use or permit the use of any apparatus or musical instruments for sound reproduction or transmission in such manner that the sounds so reproduced, transmitted or produced shall be audible beyond the interior of the Leased Premises. Tenant will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Leased Premises. Tenant will comply with all laws and ordinances, all rules and regulations of governmental authorities, all regulations, and recommendations of the Fire Underwriters Rating Bureau and such rules and regulations as Landlord may prescribe on written notice to Tenant with respect to the use or occupancy of the Leased Premises, Tourism Center or Tourism Center Area by Tenant. Tenant will not receive or ship articles of any kind except through facilities provided for that purpose by Landlord.

8. Repairs.

Landlord will keep the exterior of the Leased Premises in repair, provided that Tenant shall give Landlord written notice of the necessity for such repairs, and provided that the damage thereto shall not have been caused by the carelessness or negligence of Tenant, its agents, employees or

servants in which event Tenant shall be responsible therefor. Tenant will keep the interior of the Leased Premises in good repair and will surrender the Leased Premises at the expiration of the term or at such other time as it may vacate the Leased Premises in as good condition as when received, excepting depreciation caused by ordinary wear and tear and damage by fire, unavoidable accident or Act of God. Tenant will not overload the electrical wiring serving the Leased Premises or within the Leased Premises and will install at its own expense but only after obtaining Landlord's written approval, any additional electrical wiring which may be required in connection with Tenant's apparatus.

9. Alterations by Tenant

Tenant will not make any alteration to the Leased Premises or any part thereof without first obtaining Landlord's written approval of such alteration; and Tenant agrees that any improvements made by it shall immediately become the property of Landlord and shall remain upon the Leased Premises in the absence of agreement to the contrary. Tenant will not cut or drill into or secure any fixtures, apparatus or equipment of any kind to any part of the Leased Premises without first obtaining Landlord's written consent. Tenant shall, within ten (10) days after notice from Landlord, discharge any mechanic's lien for materials or labor claimed to have been furnished to the Premises on Tenant's behalf.

10. Signs and Advertising

Tenant will not place or suffer to be placed or maintained on the exterior of the Leased Premises any sign, advertising matter or other thing of any kind, and will not plate or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Leased Premises without first obtaining Landlord's written approval thereof; and Tenant further agrees to maintain such sign, decoration, lettering, advertising matter or other things as may be approved in good condition and repair at all times. Landlord shall train hired employees of the Premises to advertise for local businesses and/or Chamber Business Members only, unless such inquiries directly ask for services or businesses outside of the Cuba area. This is to include both walk-in inquiries and telephone inquiries. Hired employees of the Premise shall answer the Premise phone as the Cuba Chamber of Commerce.

11. Public Liability Insurance

Tenant will keep in force at its own expense so long as this Lease Agreement remains in effect, public liability insurance with respect to the Leased Premises in companies and in form acceptable to Landlord with minimum limits of One Million Dollars (\$1,000,000.00) on account of bodily injuries to or death of one person and Two Million Dollars (\$2,000,000.00) on account of bodily injuries to or death of more than one person as the result of any one accident or disaster; and property damage insurance with minimum limits of Two Hundred and Fifty Thousand Dollars (\$250,000.00); and Tenant will further deposit the policy or policies of such insurance or certificates thereof with Landlord. Such policies shall name Landlord and, at the request of Landlord, its mortgagee, as an additional insured. If Tenant shall not comply with its covenants made in this Section, Landlord may, at its option, cause insurance as aforesaid to be issued, and in such event, Tenant agrees to pay, as additional rent, the premiums for such insurance promptly upon Landlord's demand.

12. No Liability

Tenant agrees to take such steps as it may deem necessary and adequate for the protection of itself, and its agents, employees and invitees, and the property of the foregoing against injury, damage or loss, by insurance, as a self-insurer or otherwise. The Landlord, its agents and employees shall not be liable for any damage to property of the Tenant entrusted to employees of the Tourism Center or to any property, goods, or things contained in the Leased Premises or stored in the basement, or other part of the Tourism Center unless due to negligence of the Landlord and its agents.

Tenant shall not be entitled to claim a constructive eviction from the Leased Premises unless Tenant shall have first notified Landlord in writing of the condition or conditions giving rise thereto and, if the complaints be justified, unless Landlord shall have failed within a reasonable time after receipt of said notice to remedy such conditions.

To the extent possible, Tenant shall obtain for each policy of insurance secured by it, provisions permitting waiver of any claim against Landlord for loss or damage within the scope of the insurance and Tenant, for itself and its insurers, waives all claims against the Landlord as to such claims covered by such insurance. Nothing herein shall be construed to vary the force and effect of the first paragraph of this Section 12, and nothing contained in this Section 12 shall be deemed to excuse Landlord from its own negligence.

13. Indemnity by Tenant

Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Tenant of the Leased Premises or any part thereof or any other part of Landlord's property, occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, or employees.

14. Fire or Other Casualty

In the event the Leased Premises shall be damaged by fire, or other casualty, the Tenant shall give immediate notice thereof to the Landlord, and after such notice, an equitable reduction of rent shall be allowed by tenant for the time such part or parts of the Leased Premises shall remain untenable or incapable of use and occupancy, and this lease agreement shall, unless notice is given as set forth below, continue in full force and effect and the Landlord shall, at its own expense, with reasonable promptness, subject to force majeure, and delays in making of insurance adjustments by Landlord, repair the Premises. If the damage results from the act or omission of Tenant or Tenant's agents, employees, or invitees, Tenant shall not be entitled to any abatement or reduction of rent. Landlord need not rest ore fixtures and improvements owned by Tenant or floor coverings, furnishings and other decorative features furnished by Tenant. In the event the Leased Premises or the Tourism Center shall before or after the commencement of the term, be so damaged that the Landlord shall decide not to repair the same or if the Landlord shall decide to demolish or rebuild either the Leased Premises or the Tourism Center for any reason whatsoever, upon notice to Tenant, the term of this lease shall decide to demolish or rebuild either the Leased Premises or the Tourism Center for any reason whatsoever, upon notice to Tenant, the term of this lease shall cease and terminate, effective as of the time of the damage and the accrued rent, if any, shall be paid up to the time of the damage. All proceeds of insurance

payable as a result of fire or other casualty shall be the sole property of the Landlord. Landlord agrees that if the repairs provided for herein cannot be made within six (6) months from the date of the casualty, subject to force majeure, then in such event Tenant shall have the right, after said six (6) months period but prior to substantial completion, to terminate this lease on thirty (30) days written notice to Landlord.

15. Condemnation

If the Leased Premises or any part thereof shall be taken by eminent domain, this lease agreement shall terminate on the date when title vests pursuant to such taking, and the rent and additional rent shall be apportioned as of said date. Tenant shall not be entitled to any part of the award or any payment in lieu thereof; excepting that Tenant shall be entitled to any separate award rendered for trade fixtures installed by Tenant at its own cost and expense and which are not part of the realty.

16. Inspection by Landlord

Tenant will permit Landlord, its agents, employees and contractors to enter the Leased Premises and all parts thereof during business hours to inspect the same and to enforce or carry out any provision of this lease agreement.

17. No Assignments or Subletting

Tenant will not assign this lease agreement in whole or in part, nor sublet all or any part of the Leased Premises or permit the use of any part of the Leased Premises by any other person, firm or entity without the written consent of Landlord first obtained. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. *The consent of Landlord referred to herein shall not be withheld unreasonably.*

18. Performance by Tenant-Curing Defaults

Tenant covenants and agrees that it will perform all agreements herein expressed on its part to be performed, and that it will promptly upon receipt of written notice specifying action desired by Landlord in connection with any such covenant, except the covenant to pay rent, commence to comply with such notice. If Tenant shall not commence and proceed diligently to comply with such notice to the satisfaction of Landlord within seven (7) days after delivery thereof, then Landlord may, at its option, enter upon the Leased Premises, and do the things specified in said notice, and Landlord shall have no liability to Tenant for any loss or damage resulting in any way from such action by Landlord, and Tenant agrees to pay promptly upon demand, any expense incurred by Landlord in taking such action.

19. Late Charge; Remedies of Landlord upon Tenant's Default

A. If Tenant defaults in the payment of rent or additional rent or defaults in the performance of any of the covenants or conditions hereof, Landlord may give to Tenant notice of such default and if Tenant does not cure any rent or additional rent default within five (5) days, or other default, within ten (10) days, after the giving of such notice (or, if such other default is of such nature that it cannot be completely cured within such ten (10) days, if Tenant does not commence such curing within such ten (10) days and thereafter proceed with reasonable

diligence and in good faith to cure such default), or if the Tenant shall make an assignment for the benefit of creditors, or if a receiver or trustee is applied for or appointed for the Tenant, or if there be filed a petition in bankruptcy or insolvency, or for an arrangement for reorganization by or against the Tenant, or if the Tenant is adjudged to be insolvent, or if there is advertised any sale of Tenant's property under process of law, or if the assets or property of the Tenant in the Premises shall be attached or levied upon, then Landlord may, on not less than three (3) days' notice to Tenant, reenter the premises, change the locks and take other steps to exclude the Tenant, all without terminating the lease, or, at Landlord's option, Landlord may terminate the lease and Tenant shall then quit and surrender the Leased Premises to Landlord. If this lease agreement shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant or other occupants and their effects.

B. In any case where Landlord has recovered possession of the Premises by reason of Tenant's default, Landlord may, at Landlord's option, occupy the Premises or cause the Leased Premises to be redecorated, altered, divided, consolidated with other adjoining premises, or otherwise changed or prepared for reletting and will make reasonable efforts to relet the Leased Premises or any part thereof as is deemed reasonable by Landlord, as agent of Tenant, for a term or terms to expire prior to, at the same time as or subsequent to, the original expiration date of this

lease agreement at Landlord's option and receive the rent therefor, applying the same first to the payment of such expense as Landlord may have incurred in connection with the recovery of possession, redecorating, altering, dividing, consolidating with other adjoining premises, or otherwise changing or preparing for reletting and the reletting, including brokerage and reasonable attorney's fees, and then to the payment of damages in amounts equal to the rent hereunder and to the cost and expense of performance of the other covenants of Tenant as herein provided; and Tenant agrees, whether or not Landlord has relet, to pay the Landlord damages

equal to the rent and other sums herein agreed to be paid by Tenant, less the net proceeds of the reletting, if any, as ascertained from time to time, and the same shall be payable by Tenant on the

several rent days above specified. In reletting the Leased Premises as aforesaid, Landlord may grant rent concessions, and Tenant shall not be credited therewith. No such reletting shall constitute a surrender and acceptance or termination of lease or be deemed evidence thereof. The Tenant shall not be entitled to any surplus according as a result of any reletting. If Landlord elects pursuant hereto to occupy and use the Leased Premises or any part thereof during any part of the balance of the term as originally fixed or since extended, there shall be allowed against Tenant's obligation for rent or damages as herein defined, during the period of Landlord's occupancy, the reasonable value of such occupancy, not to exceed in any event the rent herein reserved and such occupancy shall not be construed as a release of Tenant's liability hereunder.

C. Anything in this lease agreement to the contrary notwithstanding, at Landlord's option, Tenant shall pay as additional rent a "at charge" of eight percent (8%) of any installment of rental (or any such other charge or payment as may be considered additional rental under this lease agreement (when paid more than seven (7) days after the due date thereof, to cover the extra expense involved in handling delinquent payments.

20. Attorney's Fees

In the event the Landlord is required to bring any action at law or in equity against the Tenant to enforce any terms of this lease, the Tenant hereby agrees to pay the Landlord's reasonable attorney's fees (including appellate fees), as they may be set by the court in which the original action was brought. Such fees shall be considered additional rent.

21. Remedies Cumulative

No mention in this lease agreement of any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either at law or equity; and the failure of Landlord to insist in any one or more instance upon a strict performance of any covenant of this lease agreement or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Landlord.

22. Successors and Assigns

This lease agreement and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns and shall be binding upon Tenant, its successors and assigns and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been consented to by Landlord.

23. Force Majeure

Landlord shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by cause or causes beyond Landlord's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing of through Acts of God.

24. Notices

All notices from Tenant to Landlord required or permitted by any provisions of this lease agreement, shall be sent by registered or certified mail, directed to Landlord at P.O. Box K, Cuba, Missouri 65453 with a copy to the Mayor of the City of Cuba, Missouri. All notices from Landlord to Tenant so required or permitted shall be directed in the same way to Tenant at . Tenant shall also send a copy of all notices of default of Landlord to Landlord's first mortgagee, notice of the interest of which shall have been given to Tenant. Either party may, at any time or from time to time, designate in writing a substitute address for that above set forth, and thereafter notices shall be directed to such substitute address.

25. Applicable Law

This lease agreement shall be construed under the laws of the State of Missouri.

26. Captions and Headings

The captions and headings throughout this lease agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe,

explain, modify, amplify or add to the interpretation, construction or meaning of any provision or the scope or intent of this lease agreement nor in any way affect this lease agreement.

27. Joint and Several Liability

In the event that two (2) or more individuals, corporations, partnerships or other business associations (or any combination thereof) shall sign this lease agreement as Tenant, the liability of each such individual, corporation, partnership or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several. In like manner, in the event that the Tenant named in this lease agreement shall be a partnership or other business association, the members of which are, by virtue of statute or general law, subject to personal liability, and in that event, the liability of each such member shall be deemed to be joint and several.

28. Understanding of the Parties

It is expressly understood and agreed that this lease agreement shall be binding upon both parties from the date hereof until the commencement of the term as provided herein and thereafter according to its terms. If this lease agreement shall automatically terminate as provided in this Section, both Landlord and Tenant shall be relieved of all obligations in connection herewith and all claims, rights or causes of action hereunder, except that Landlord shall return the deposits made by Tenant. If this lease agreement shall become void, as provided in this Section, Tenant will, upon demand, execute a written instrument in recordable form containing a release and surrender of all right, title and interest in, or to, the Leased Premises under the provisions of this lease agreement or otherwise.

29. No Option

The submission of this lease agreement for examination does not constitute a reservation of, or option for, the Premises, and this lease agreement becomes effective as a lease agreement only upon execution and delivery thereof by Landlord and Tenant.

30. Contingency

This agreement is contingent upon the grant administrator, Housing and Urban Development, approval of this agreement stating that it is in compliance with their rules, regulations, and the terms said grant. The parties expressly acknowledge and agree that if for any reason, HUD or it assigns and/or agents declines to approve said agreement or states that the agreement is not in conformity or compliance with said grant, this agreement is null and void.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement under their respective seals as of the day and year first above written.

Attest:

By: _____ Dated: _____
Honorable Cody Leathers, Mayor
City of Cuba, Missouri

Attest: _____
Christine Nash, City Clerk

By: _____ Dated: _____
President Chamber of Commerce
Cuba, Missouri

Attest: _____
Secretary, Chamber of Commerce
Cuba, Missouri