

LEASE AGREEMENT

This Lease Agreement, made and entered into this ____ day of _____, 2025, by and between the **CITY OF CHANUTE, KANSAS**, a municipal corporation, P.O. Box 907, Chanute, Kansas, 66720 (hereinafter referred to as "Lessor"), and _____ (hereinafter referred to as "Lessee");

WITNESSETH:

For and in consideration of the mutual premises and covenants herein contained, the parties hereto agree as follows:

1. Leased Premises. Lessor hereby leases to Lessee a portion of the Club House located on the following described real estate in the City of Chanute, Neosho County, Kansas:

All that portion of Southeast Quarter (SE/4) of Section Twenty-four (24), Township Twenty-seven (27), Range Seventeen (17), in the County of Neosho, in the State of Kansas, lying East of the following lines, viz: Beginning at a point five hundred eight (508) feet East of the Southwest corner of said Quarter Section, thence North thirteen hundred seventy-seven (1377) feet, thence East two hundred ninety-two (292) feet, thence North four hundred fifty-eight (458) feet, thence in a Northeasterly direction $21^{\circ}54'30''$ for a distance of six hundred eighty-nine (689) feet, thence East four hundred forty-six (446) feet, thence North to the North line of said Quarter Section containing one hundred sixteen and eighteen one-hundredths (116.18) acres more or less; subject to reservations and exceptions denoted (a), (b), (c), (d) and (e) in deed from Lester T. Sunderland and wife, Georgiana B. to Chanute Country Club of Neosho County, Kansas, recorded in Book 88 Deeds, page 263.

AND

A tract of land lying in the Southeast Quarter of Section 24, Township 27 South, Range 17, East, Neosho County, Kansas, described by the following metes and bounds: Beginning at the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 24; thence North $89^{\circ}39'$ East 173.8 feet to a point on the Quarter Section line; thence South 164.5 feet; thence West 334.8 feet; thence North $50^{\circ}23'$ East 209.0 feet; thence North 30.0 feet to the place of beginning. Containing 0.900 Acres more or less.

AND

A tract beginning at a point 1377 feet North of the South line of the Southeast Quarter of Section 24, Township 27 South, Range 17 East and 800 feet East of the West line of said Southeast Quarter, Section 24; thence North and parallel to the

West line of said Southeast Quarter of Section 24 a distance of 137.5 feet; thence Southerly 47°38' West 145 feet; thence West 15 feet; thence Southerly 4°56'15" West 38.75 feet; thence East to point of beginning, containing approximately .231 acres;

together with the right of reasonable access thereto for the purposes of loading, unloading, and for customer parking. The actual portions of the building leased are shown on "Exhibit A" attached hereto.

2. Use of Premises. The leased premises shall be used and utilized by Lessee solely as a restaurant for Lessee and the conduct of its purpose and in conjunction with such, the leased premises shall be maintained and utilized as such for the Lessee and available to the public at reasonable times.

3. Term. The term of this agreement shall be one (1) year, commencing on _____, 2025, unless otherwise agreed upon by the parties, and ending on _____, 2026. Lessee may, however, terminate this agreement at any time by giving Lessor two (2) months notice in writing of its desire to terminate same.

4. Rent - Utilities - Maintenance. Lessee is to pay Lessor \$1,500.00 a month, and for utilities fixed at a rate of \$500.00 a month to include water, gas, sewer, and electric. This does not include fiber, trash, cable, phone, or internet charges.

5. Acceptance of Premises. Lessee has examined the leased premises and accepts same in its present condition, acknowledges that the leased premises are in good order and repair and suitable for Lessee's intended use and Lessee accepts same "as is". Lessor agrees to improvements to the bar and kitchen space prior to lease commencement. Lessor agrees to make improvements detailed in "Exhibit B" and attached hereto. Lessor shall allow Lessee the use of existing fixtures, appliances and dining furniture. Lessee to pay for any and all new appliances, fixtures and furniture. Lessee is to maintain food and liquor license. Lessor agrees to discontinue sale of CMB, provided Lessee sells CMB. Lessee agrees to operate beer cart during tournaments. Lessee agrees to maintain typical operating hours with closing to occur no later than midnight. Special events may go later subject to approval from golf management staff.

6. Condition of Premises upon Termination. Upon termination of this agreement, Lessee shall peaceably and quietly surrender possession of the premises to Lessor, including all

additions, replacements or changes made by Lessee therein and thereon, in a clean condition and in as good a condition as at the commencement of this lease except for natural wear and tear. Lessee's obligation to clean lease space to include common corridor hallway and restrooms.

7. Compliance with Laws and Ordinances. Lessee shall, at its sole cost and expense, comply with all requirements of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the leased premises and the use thereof by Lessee.

8. Taxes and Insurance. Lessee shall pay the entire expense in connection therewith of a general public liability policy protecting all of the parties to this agreement with indemnity for any bodily injury, death or property damage which might be sustained by others arising out of the use, maintenance and occupancy of the leased premises with limits of at least \$500,000.00 per occurrence. Lessee shall also be responsible for insuring the contents or personal property that it has on or about the leased premises. A copy or memorandum of said insurance policy or policies shall be continuously furnished to Lessor by Lessee and said policy or policies shall contain a provision to the effect that the insurer or insurers will not cancel or terminate such coverage without having first given Lessor fifteen (15) days written notice.

9. Alterations and Improvements. It is contemplated that Lessee will also make certain repairs and perform certain renovation and remodeling of the leased premises to accommodate Lessee's intended use of the leased premises. The expense in connection with such shall be at the sole cost and expense of Lessee. All such improvements so made shall be and become a part of the leased premises and the property of Lessor. Lessee shall not make any structural modifications or alterations to the exterior or interior of the leased premises without having first obtained the written consent of Lessor. Lessee shall not place, construct or affix any sign to or upon the exterior of the leased premises without having first obtained the written consent of Lessor.

10. Janitorial Services. Lessee agrees to furnish its own janitorial services to the leased premises, including restrooms, in such manner as to adequately maintain the leased premises in a clean and attractive condition.

11. Non-waiver of Breach. No failure by the Lessor to insist upon the strict performance of any term or condition of this lease or to exercise any right or remedy available on a breach hereof and no acceptance of full or partial rent during the continuance of any such breach

shall constitute a waiver of any such breach or any such term or condition. No term or condition of this lease which the Lessee is required to perform and no breach thereof shall be waived, altered or modified except by written instrument signed by the Lessor. No waiver of any breach shall affect or alter any term or condition of this lease and each term or condition shall continue in full force and effect with respect to any other breach then existing.

12. Right to Inspect and Repair. Lessor shall have the right to enter into and upon the leased premises at all reasonable times for the purpose of inspecting same and making any necessary repairs and performing any work that may be necessary by reason of Lessee's failure to perform in accordance with the covenants of this lease; provided, Lessor shall have no obligation to do any work or any other act which the Lessee is required by this lease to perform. In the event Lessor shall make any such repairs or perform any such work, the reasonable cost thereof shall be charged to and paid by Lessee.

13. No Subletting, Sublease, or Assignment. Lessee may not assign this agreement or sublet the leased premises or any portion thereof without having first obtained the written consent of Lessor, which consent may be refused without justification, a part of the consideration of this lease being the anticipated benefit of this lease and the occupancy of the leased premises by Lessee to the community, the City and its residents.

14. Liens. Lessee shall not permit or allow any mechanic's or other liens to be placed upon the leased premises and if any such lien is filed, Lessee shall cause the same to be discharged, or give security for the payment of same, within twenty (20) days following the filing of any such lien, failing which Lessee shall be deemed to be in default under the terms of this agreement.

15. Liability. Lessor shall not be liable for any loss or damage to the contents of the leased premises regardless of whether such damage shall result from the negligence of Lessor.

16. Notices. Any notice required to be given under this lease shall be deemed sufficient if sent postage prepaid, certified or registered, or personally delivered to the parties at the addresses hereinabove set forth or at such other address as may be noticed hereinafter in writing.

17. Default. In the event Lessee fails to perform any term or condition of this agreement and such failure shall continue for a period of ten (10) days following written notice of such breach, Lessee shall be deemed in default of the terms and conditions of this lease. If Lessee

files a petition in bankruptcy or a petition of reorganization or a petition alleging insolvency or a petition for the appointment of a receiver or trustee or the Lessee makes an assignment or enters an agreement for the benefit of creditors, then and in any such event, Lessee shall be deemed in default hereunder.

18. Remedies Upon Default. Upon Lessee's default under the terms of this lease, all rights of Lessee under this lease shall immediately terminate and Lessee shall have no right to possession of the premises. Upon Lessee's default and the termination of Lessee's rights, Lessor shall have the right to reenter and repossess the premises and remove the Lessee and its property from the premises.

19. Miscellaneous. This agreement shall extend to and be binding upon the successors and assigns, when permitted, of the parties hereto. This agreement shall be construed under the of the State of Kansas. Time is of the essence of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF CHANUTE, KANSAS,
a Municipal Corporation,

ATTEST:

By: _____
Todd Newman, City Manager

Tina L. Bailey, City Clerk

ATTEST:

By: _____
_____, President

Secretary