

## LEASE

**THIS LEASE**, made on this first day of December, 2011 by and between the **Black Economic Union of Greater Kansas City, Inc.**, party of the first part, hereinafter called the Lessor, and **The City of Kansas City, Missouri**, party of the second part, hereinafter called Lessee.

**WITNESSETH:** That said Lessor hereby grants to said Lessee, a Lease to occupy and use, subject to terms and conditions hereinafter stated, the following described premises, second floor of 1601 East 18<sup>th</sup> Street, Kansas City, MO 64108 Kansas City, Jackson County, Missouri, herein called Premises.

Approximately 9,561 square feet of net rentable floor space, suite address known as Suite 209, in address 1601 East 18<sup>th</sup> Street, Kansas City, Mo. 64108.

The improvements described on Exhibit A (the "Premises") is attached hereto and made a part hereof this Lease. The floor area is most of the second floor and the area not leased to the City is colored gray.

### IT IS AGREED AS FOLLOWS

- 1. TERM.** The term of this Agreement shall be for a period of one year beginning December 1<sup>st</sup>, 2011 and ending April 30<sup>th</sup>, 2012 subject to the provisions of this Agreement.
- 2. RENT.** Shall be Eleven dollars 25/100 (\$11.25) per square foot or Forty Four Thousand Eight Hundred Seventeen Dollars and 20/100 (**\$44,817.20**) for the entire term or Eight Thousand Nine Hundred Sixty Three and 44/100 (**\$8,963.44**) per month.

Payable in advance at the following listed address or at such other place as Lessor shall designate in writing. Check made payable to:

The Black Economic Union of Greater Kansas City  
Historic Lincoln Building  
1601 East 18<sup>th</sup> Street, Suite 300  
Kansas City, Missouri 64108

- 3. USE OF PREMISES.** The premises shall be used for offices and an administrative center for City of Kansas City, Missouri. The Premises shall not be used for any other use unless specifically authorized by the Lessor. In the event such use does not conform to its Statement of Purpose, the Lessor shall have the right to immediately terminate this Lease. Lessee must remain a tax exempt organization, under the Federal Tax laws throughout the duration of the Lease. All such use shall conform to applicable City ordinances and State and Federal laws. *Lessor agrees to give Lessee forty-eight (48) hours notice of any holiday closings and also stipulates that the*

*temperature in the offices shall be no less than sixty-eight (68) degrees in winter and no higher than seventy-four (74) degrees in the summer. Lessor further stipulates that if these conditions are not met the lessee may at its discretion, reduce the amount of rent. The reduction in rent shall be one day for each day the temperature is out of range or for lack of notice of holiday closings. Lessor also agrees to comply with City concerns and to meet once a month.*

**4. ACCEPTANCE, MAINTENANCE AND REPAIR.** Lessee has inspected and knows the condition of the Premises and accepts the same in their present condition (subject to ordinary wear, tear and deterioration in the event the term commences after the date hereof and to the rights of present or former occupant or occupants, if any, to remove reasonable movable property), including the interior walls. Lessee will return the property to the Lessor, broom clean and undamaged except for reasonable wear and tear. All regular maintenance and repair of the building(s) during the period of the Lease shall be the responsibility of Lessor.

**5. HAZARDOUS SUBSTANCES AND WASTES.** Lessee agrees that it will not keep, ship to, ship from, permit or generate any Hazardous Material on the leased Premises without the expressed consent of the Lessor. "Hazardous Material, shall mean (i) "Hazardous Substances" as defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) s42 U.S.C. s9601 et seq.; (ii) "Hazardous Wastes." As defined by the Resource Conservation and Recovery Act (RCRA), s42 U.S.C. s6902 et seq.; (iii) "Hazardous Waste," as that term is defined by the Missouri Hazardous Waste Management Law, RSMO Section 260.350 et seq.; (iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any other applicable federal, state or local law, regulation, ordinance or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended, (v) more than 100 gallons of crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60) degrees Fahrenheit and 14.7 pounds per square inch absolute, except for 2000 gallons of recycled oil used for the purpose of heating the premises, (vi) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C S 2011 et seq., as amended or hereafter amended; and (vii) asbestos in any form or condition.

**6. POSSESSION AT BEGINNING OF TERM.** Lessor shall use due diligence to give possession as nearly as possible at the beginning of the term of this Lease and rent shall abate pro rata for the period of any delay in so doing. Lessee shall make no other claim against Lessor for any such delay.

**7. QUIET ENJOYMENT.** Lessor covenants and agrees that the Lessee on paying the rents and observing and keeping the covenants, agreements and stipulations of this lease agreement, on its part to be kept, shall lawfully, peacefully and quietly hold, occupy and enjoy said demised Premises during the demised term without hindrance, objection or molestation.

**8. LESSOR'S RIGHT OF ENTRY.** Lessor or Lessor's agent may enter the Premises at reasonable hours to examine the same, to do anything Lessor may be required to do hereunder or which Lessor may deem necessary for the good of the Premises and (during the last 60 days of the lease only) to display the property to prospective tenants.

**9. UTILITIES AND SERVICES.** Lessor shall furnish and pay for electricity, gas, water, fuel, or any services or utilities they use in connection with their program, unless otherwise herein expressly provided. The Lessor shall provide trash and refuse removal, tree trimming and other services customary and normal to residents or occupants within the City of Kansas City, Missouri

**10. ALTERATIONS.** Lessee shall not make any alterations or additions in or to the Premises, without the prior written consent of Lessor. Such shall not be unreasonably withheld. All such plans for alterations must be approved in writing by the Lessor.

**11. SIGNS AND ADVERTISEMENTS.** Lessee shall not put upon nor permit to be put upon any part of the Premises, any signs, billboards or advertising whatever, without written consent of Lessor.

**12. RECYCLING.** It is the established policy of the City to promote environmentally sound business practices. The Lessor agrees, where reasonable and practicable to incorporate similar practices in his operation on the Premises including, but not limited to encourage recycling.

**13. AMERICANS WITH DISABILITIES ACT.** The Lessee agrees to comply with all provisions, where applicable, of Public Law 101-336 as well as CFR part 35 and 298 CFR part 1630 as applicable (Americans with Disabilities Act), as amended from time to time during the course of this contract.

**14. DAMAGE BY CASUALTY.** In case, during the term created or previous thereto, the Premises hereby let, shall be destroyed or shall be so damaged by fire or other casualty, as to become untenable, then in such event, at the option of the Lessor, the term hereby created shall cease, and this lease shall become null and void from the date of such damage or destruction and the Lessee shall immediately surrender said Premises and all interests therein to Lessor, and Lessee shall pay rent within said term only to the time of such surrender; provided, however, that Lessor shall exercise such option to so terminate this Lease by notice in writing, delivered to Lessee within sixty days after such damage or destruction. In case Lessor shall not so elect to terminate this lease, in such event, this lease shall continue in full force and effect and the Lessor shall repair the leased Premises with all reasonable promptitude, placing the same in as good as a condition as they were at the time of the damage or destruction, and for that purpose may enter said Premises and rent shall abate in proportion to the extent and duration of untenability. In either event Lessee shall remove all rubbish, debris, merchandise, furniture, equipment and other of its personal property, within ten days after the request of the Lessor. If the leased Premises shall be slightly injured by fire or the elements, so as not to render the same untenable and unfit for occupancy, then the Lessor shall repair the same with all reasonable promptitude, and in that case, the rent shall not abate. No compensation or claim shall be made by or allowed to the Lessee by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the leased Premises, however the necessity may occur.

**15. SUBROGATION.** As part of the consideration for this lease, each of the parties hereto does hereby release the other party hereto from all liability for damage due to any act or neglect of the other party (except as hereinafter provided), occasioned to property owned by said parties which is or might be incident to or the result of a fire or any other casualty against which loss either of the parties is carrying insurance at the time of the loss; provided however, that the releases herein contained shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties hereto, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

**16. DAMAGE TO PROPERTY ON PREMISES.** Lessee agrees that all property of every kind and description kept, stored or placed in or on the Premises shall be at Lessee's sole risk and hazard and that Lessor shall not be responsible for any loss or damage to any of such property resulting from fire, explosion, water, steam, gas, electricity or the elements, whether or not originating on the premises.

**17. EMINENT DOMAIN.** If the Premises or any substantial part thereof shall be taken by any competent authority under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the term of this Lease shall cease and terminate upon the date when the possession of said premises or the part thereof so taken shall be required for such use of purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of Lessor's building or the land under it or if the grade of any street or alley adjacent to the building is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the building to conform to the changed grade, either party shall have the right to cancel this lease after having given written notice of cancellation to the other party not less than ninety (90) days prior to the date of cancellation designated in the notice. In either of said events, rent at the then current rate shall be apportioned as of the date of termination. No money or other consideration shall be payable by the Lessor to the Lessee for the right of cancellation. Nothing in this paragraph shall preclude an award being made to Lessee for loss of business or depreciation to the cost or removal of equipment or fixtures.

**18. PUBLIC REQUIREMENTS.** Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof, and save Lessor harmless from expense or damage resulting from failure to do so.

**19. ASSIGNMENT AND SUBLEASE.** Lessee shall not assign, transfer, or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Lessor.

**20. RECORDING.** Lessee shall not, without the prior written approval of Lessor, record this Lease or cause it to be recorded. In the event that Lessee does cause it to be recorded, Lessor may terminate the Lease, upon thirty days notice, at its sole option.

**21. FIXTURES.** Upon the termination of this Lease or before, the Lessor will permit the Lessee or its agents to enter the Premises and remove any and all non-realty items that have been contributed or consigned to the Lessee. Non-realty items are defined as items not permanently attached to the structure and removable without significant damage such as drapes, furnishings, and portable appliances.

**22. SURRENDER AT END OF TERM.** At the expiration of the term hereby created, the Lessor or his agent shall have the right to enter and take possession of the Leased Premises, and the Lessee agrees to deliver same without process of law, and the Lessee shall be liable to Lessor for any loss or damage, including attorney's fees and court costs incurred, as a result of Lessee's failure to comply with the terms hereof.

**23. HOLDING OVER.** Any holding over by Lessee after the expiration of the term of any lawful extension thereof shall be construed to be a tenancy from month to month at a monthly rental equal to one hundred percent (100%) of the rent payable during the last month immediately prior to the expiration of the term and shall otherwise be on the terms and conditions herein specified. Nothing herein set out shall be construed to authorize any such holding over.

**24. DEFAULT.** If default is made in the payment of any installment of rent on the due date thereof, or if Lessee shall default in the performance of any other agreement (other than payment of rent) in this Lease and such default (other than payment of rent), continues for ten days after written notice thereof, or if the Premises be vacated or abandoned, then in any such event this Lease shall terminate, at the option of the Lessor, and Lessor may re-enter the Premises and take possession thereof, with or without force or legal process and without notice or demand, the service of notice, demand or legal process being hereby expressly waived, and upon such entry, as aforesaid, this Lease shall terminate and the Lessor may exclude Lessee from the Premises, changing the lock on the door or doors if deemed necessary, if applicable, without being liable to Lessee for any damages or for prosecution therefore; Lessor's rights in such event may be enforced by action in unlawful detainer or other proper legal action, and the Lessee expressly agrees, notwithstanding termination of this Lease and re-entry by the Lessor that the Lessee shall remain liable for a sum equal to the entire rent payable to the end of the term hereof and shall pay any loss or deficiency sustained by the Lessor on account of the Premises being let for the remainder of the original term for a less sum than before. Lessor, as agent for Lessee without notice may re-let the leased Premises or any part thereof for the remainder of the term or for any longer or shorter period as opportunity may offer, and at such rental as may be obtained, and Lessee agrees to pay the difference between sum equal to the amount of rent payable during the residue of the term and net rent actually received by the Lessor during the term after deducting all expenses of every kind for repairs, recovering possession and reletting the same, which differences shall accrue and be payable monthly.

All property of the Lessee which is now or may hereafter be at any time during the term of this lease in or upon said Premises, whether exempt from execution or not, shall be bound by and subject to a lien for the payment of the rent herein reserved, and for any damages arising from any breach by the Lessee of any of the covenants or agreements of this Lease to be performed by Lessee. In the event of default by Lessee in the payment of rent or otherwise, Lessor may

foreclose such lien and take possession of said property or any part or parts thereof and sell or cause the same to be sold, at such place as Lessor may elect, at public or private sale, with or without notice, to the higher bidder for case, and apply the proceeds of said sale to pay the costs of taking possession of and selling said property, then owed toward the debt and/or damages as aforesaid. Any excess of the proceeds of said sale over said costs, debt and/or damages shall be paid to Lessee. Any such sales shall bar any right of redemption by Lessee.

**25. WAIVER.** The rights and remedies of the Lessor under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by Lessor of any breach or breaches, default or defaults, of this Lease hereunder shall not be deemed or construed to be a continuing waiver of such breach of default not as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by Lessor of any installment of rent subsequently to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the due date thereof. No receipt of money by Lessor after the termination in any way of this Lease shall reinstate, continue or extend the term above demised.

**26. BANKRUPTCY.** Neither this Lease nor any interest therein nor in any estate hereby created shall pass to any trustee receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or otherwise by operation of law during the term of this lease or any renewal thereof.

**27. NOTICE.** Any notice hereunder to Lessee shall be sufficient if sent by U.S. Mail, postage prepaid, addressed to Lessor:

**The Black Economic Union of Greater Kansas City, Inc.  
Chester Thompson, Jr., Director  
1601 E. 18<sup>th</sup> street, Suite 300  
Kansas City, MO 64106**

Addressed to Lessee:

**GS – Real Estate Services  
Property Leasing Manager  
24<sup>th</sup> Floor, City Hall  
414 E. 12<sup>th</sup> Street  
Kansas City, MO 64106**

**28. COVENANTS TO RUN WITH THE PREMISES.** The covenants herein contained shall run with the Premises hereby let and bind the heirs, executors, administrators, assigns and successors of the Lessor and Lessee respectively and consent of Lessor to assignment, and acceptance of rent from assignee of the Lessee shall not release the Lessee from his obligation to pay rent and comply with the other conditions of this Lease.

**29. CANCELLATION.** This agreement may be canceled by either party by giving a sixty (60) day prior written notice of termination; provided however, Lessor shall not evict Lessee during the months of December 1<sup>st</sup> through March 31<sup>st</sup> unless Lessee has breached this lease or has committed an act of omission that reflects poorly on Lessor.

**30. ENTIRE AGREEMENT.** This Lease Agreement contains the entire agreement between the parties, and no modification of this Lease Agreement shall be binding upon the parties unless evidence by an agreement in writing signed by the Lessor and the Lessee after the date hereof.

**31. APPROVAL BY CITY COUNCIL.** This Lease is not effective until it is approved by Ordinance.

**EXHIBITS.** The following exhibits are attached to this Lease and are a part hereof and incorporated by this reference:

**Exhibit A Leased Premises:**

**SEE ATTACHED EXHIBIT A**

**IN WITNESS WHEREOF**, each party hereto has caused this Lease to be executed on behalf of such party by an authorized representative as of the date first set forth above.

**LESSEE:**

**BY:** CITY OF KANSAS CITY, MISSOURI,  
A Constitutionally Chartered Municipal  
Corporation of the State of Missouri

**BY:** \_\_\_\_\_  
**Gerald C. Smith, Director, General Services**

**LESSOR:**

**The Black Economic Union of Greater Kansas City, INC.**

**BY:** \_\_\_\_\_  
**Chester Thompson, Jr., Director,**

**ATTEST**

**BY:** \_\_\_\_\_  
Corporate board member, secretary

APPROVED AS TO FORM & LEGALITY

**BY:** \_\_\_\_\_  
Sarah Baxter, Assistant City Attorney

# Exhibit A

Historic Lincoln Building  
Small Business Center

SPACE LAYOUT LEGEND

East Side

LOBBY OFF ELEVATOR INC	221 SF
SEC. SPACE	137X17
SUITE 222	487X12
SUITE 223	183X12
SUITE 224	183X12
CONF. RM	183X12
SUITE 221	177X13
SUITE 220	87X13
SUITE 218	117X13
SUITE 217	107X13
SUITE 216	107X13
LOBBY	163X20
COFFEE	300 SF
TRAINING	227X29
CONF. RM	117X16
SUITE 213	117X16
KITCHEN	117X16
CONFERENCE	187X19
SUITE 207	807X16
SUITE 206	807X16
SUITE 205	807X16

West Side

COMMON AREA SPACE	452.1 SF
SUITE 201	237X22
CONF. RM	137X22
SUITE 200	227X22
PLUM RM	117X20
SUITE	147X20
SUITE 207	307X17
SUITE 208	147X17
SUITE 209	147X17
SUITE 210	147X17
SUITE 211	287X17

TOTAL SMALL BUSINESS DIVISION SPACE: 13,891 SF

Second Floor Common Area Space

NAACP	28,672 SF	475 SF	NOT INCLUDED IN THE SBD SPACE
STORAGE	117X17	421 SF	NOT INCLUDED IN THE SBD SPACE
		398 SF	

