

LEASE AGREEMENT

This Lease Agreement made and entered into this ____ day of _____, 2023, by and between THE CITY OF CAMDEN, an Arkansas municipality, hereinafter referred to as “LESSOR” and THE EVENT CENTER AT FAIRVIEW PARK, INC., an Arkansas nonprofit corporation, hereinafter referred to as “LESSOR”.

WITNESSETH:

WHEREAS, LESSOR is the owner of a building (the Old Fairview Gymnasium) located at 2740 Mt. Holly Road, Camden, Ouachita County, Arkansas; and

WHEREAS, LESSEE desires to lease said building from LESSOR upon the terms and conditions and for the purposes stated herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and promises of the parties hereto, LESSOR and LESSEE covenant, contract and agree as follows:

1. **LEASED PREMISES.** LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR the building located at 2740 Mt. Holly Rd., Camden, commonly known as the "Old Fairview Gymnasium", including the front and side lawn areas, extending approximately 165 feet the width of the building and side lawn and running approximately 285 feet the length of the building and front lawn to the parking lot adjacent to Mt. Holly Road, as shown on the map attached hereto as Exhibit “A”, containing 1.1 acre, more or less (hereinafter referred to as the “Lease”).

2. **INSPECTION.** LESSEE hereby acknowledges that it has inspected the Premises and it accepts the same in its present condition.

3. **TERM.** The term of this Lease shall be for a period of forty (40) years. An extension of the Lease may be negotiated upon such terms as the parties may agree.

4. **RENT.** LESSEE shall pay to LESSOR the sum of One Dollar (\$1.00) per year as rental for the Premises.

5. **PROPERTY INSURANCE.** LESSOR may obtain insurance on the leased Premises insuring against all perils normally covered in a standard property damage insurance policy in an amount equal to at the appraised value of the Premises. The LESSOR shall be named as the mortgagee loss payee on said policy. LESSOR shall provide to LESSEE the invoice for the cost of said insurance. LESSEE shall reimburse LESSOR for the cost of said insurance within thirty (30) days.

LESSEE shall not use the demised Premises, or any part thereof, or permit any part of the demised Premises to be used or permit any act whatsoever to be done on the demised Premises in a manner that will violate or make void or inoperative any policy of insurance held by LESSOR.

6. **USE OF PREMISES.** LESSEE agrees that the Premises shall continue to be used to support its nonprofit mission of providing affordable art and educational opportunities for all ages. LESSEE agrees the Premises shall be used for providing an historic venue for public and private events, and for such other purposes which are reasonably related thereto. The Premises shall not be used for any other purpose without the written consent of LESSEE. LESSEE agrees that all use of the Premises shall be in

full compliance with all laws and ordinances of the City of Camden, County of Ouachita, State of Arkansas and the United States of America.

LESSEE shall not permit the demised Premises, or any part thereof, to be used in any manner that will impair the structural integrity thereof, nor permit the installation of any machinery or apparatus, the weight of which may tend to injury or impair the foundations or structural integrity thereof.

7. OUTSIDE MAINTENANCE.

LESSEE agrees that it shall continue to keep the sidewalks and surrounding areas clean and in a neat condition. This shall include removing trash and mowing/weed-eating the outside areas.

8. BUILDING REPAIRS AND MAINTENANCE. LESSEE agrees that it shall continue to be responsible for any "build-out" repairs or modifications to the building, both interior and exterior, as well as the walkways, and all heating, air and electrical systems. LESSEE agrees that it shall be responsible for any "ongoing" repairs necessary to the building, both interior and exterior, as well as the walkways, and all heating, air and electrical systems. LESSOR shall have no responsibility for repairs or maintenance to any part of the Premises.

9. IMPROVEMENTS, ALTERATIONS, CHANGES, AND ADDITIONS BY LESSEE.

No structural changes, alterations, or additions shall be made by LESSEE to the demised Premises without the prior written consent of LESSOR, and any such structural change, alteration, or addition to or on the demised Premises shall remain for the benefit

of and become the property of LESSOR unless otherwise provided in such written consent. LESSEE may, at its own expense, make such alterations, improvements, additions, and changes to the leased Premises as it may deem reasonable and necessary in its operation of the Premises, subject to the prior written consent of LESSOR. The consent of the LESSOR shall not be unreasonably withheld. All improvements placed on the Premises shall become the property of LESSOR upon the termination or expiration of this Lease. However, detached trade fixtures, furniture and equipment shall remain the property of LESSEE.

10. SIGNS, EXTERIOR LIGHTING, AND FIXTURES.

Installation of all exterior signs on the demised Premises, including the roof thereof, shall be subject to the prior written approval of LESSOR as to design, size, and location.

Any signs erected or placed in or on the demised Premises by LESSEE may be removed by LESSEE at any time during the term, or on the expiration or termination of this Lease, and, on the written request of LESSOR, must be removed on such expiration or termination. All damage caused by the erection, maintenance, or removal of any and all such signs shall be the responsibility of LESSEE, and LESSEE shall either fully repair such damage at LESSEE'S expense or indemnify LESSOR for the cost of such repairs.

11. ASSIGNMENT AND SUBLETTING. LESSEE shall not assign this Lease, or any interest therein, nor sublet the leased Premises or any part thereof, nor permit the occupancy or use of any part thereof by any other person, firm, corporation, or entity, without the prior written consent of LESSOR. This prohibition shall not apply to

the LESSEE'S routine use of the Premises as a venue for public and private events, providing art and educational programs, or other such reasonably related short-term uses by LESSEE'S patrons.

12. UTILITIES. LESSEE shall be totally responsible for and pay the charges for all electricity, water, gas, cable tv, internet, telephone, or other utilities used or consumed on the Premises by LESSEE and the operation of this facility or the leased Premises. LESSEE shall indemnify and hold harmless LESSOR from any liability and obligation for payment of the same.

13. LIABILITY and INDEMNIFICATION. LESSEE shall bear the responsibility for loss of any furniture, fixtures, equipment, or other personal property owned by LESSEE and kept on the Premises. LESSEE shall indemnify and hold harmless LESSOR from any and all liability for damages, fees, costs, fines, expenses, or any other liability arising out of the occupation by LESSEE of the Premises. No waiver of sovereign immunity by either party is intended by including this indemnification provision; neither is a waiver of sovereign immunity by either party to be implied from the inclusion of said indemnification provision.

At all times after taking possession of the Premises, LESSEE shall carry at its sole cost and expense "comprehensive general liability insurance" with an insurance company authorized to do business in the State of Arkansas naming itself and LESSOR as co-insureds for the protection and indemnification and defense of itself and LESSOR against any and all liability claims, demands and causes of action that may be asserted against it or the LESSOR arising from the use, maintenance and operation of the Premises during

the term of this Lease; and LESSEE obligates itself to have the company or agency issuing such policy certify to LESSOR as to the policy and its coverage of LESSOR, as well as the policy expiration date, and agree to give at least thirty (30) days written notice to LESSOR prior to cancellation or reduction thereof. The policy limits shall not be less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) for bodily injury or death.

14. TAXES. LESSOR shall pay any real estate taxes and assessments on the leased Premises if any. LESSEE shall be responsible for any other taxes, including, but not limited to, these incurred or caused by the operation of its offices on the leased Premises.

15. ENTRY AND INSPECTION. LESSEE shall permit LESSOR and its members and agents to enter the premises at all reasonable times to inspect and to perform the duties required by this Lease.

16. SURRENDER OF PREMISES.

LESSEE shall, at the termination of this Lease, vacate the demised Premises and leave it in as good a condition as said Premises was in at the time of entry thereof by LESSEE, reasonable use and wear thereof excepted, and on vacating shall leave the demised Premises free and clear of all rubbish and debris.

17. DEFAULT.

If LESSEE shall fail to promptly perform any covenant provided herein; or if LESSEE abandons the demised Premises; or if LESSEE shall cease to be operated as a nonprofit organization for the purposes described hereinabove; then, and in any such

event, LESSEE shall be deemed to be in default. If such default is not cured within sixty (60) days after written notice of default, LESSOR may declare this Lease terminated, and re-enter and take possession of the Premises, including all improvements placed on the Premises. However, detached trade fixtures, furniture and equipment shall remain the property of LESSEE.

18. NOTICE. Any written notice required or provided hereunder shall be provided by certified mail, return receipt requested, to the parties as follows:

The City of Camden
PO Box 278
Camden, AR 71711-0278
(870) 837-5500

The Events Center at Fairview Park
PO Box 605
Camden, AR 71711-0605

19. COVENANT OF QUIET ENJOYMENT. Unless LESSEE is in default, then LESSEE shall at all times have peaceful and quiet possession of the Premises throughout the term of the Lease, provided that LESSEE shall at all times use and operate the facilities in accordance with the purposes for which it was leased and in total accordance with all federal, state and local laws. LESSOR agrees that during the term of this Lease, the use of the Premises shall be managed and operated by the LESSEE.

20. AMENDMENT. No amendments, changes, alterations, or modifications of the Lease shall be valid, unless in writing signed by all parties hereto.

21. ENTIRE AGREEMENT. This writing constitutes the entire agreement of the parties, and all other writings, statements, agreements and representations, whether oral or written, are superseded and replaced hereby.

IN WITNESS WHEREOF, the CITY OF CAMDEN, ARKANSAS, LESSOR and THE EVENT CENTER AT FAIRVIEW PARK, INC., LESSEE have executed this Lease Agreement on the day and year first above written.

LESSOR: THE CITY OF CAMDEN, ARKANSAS

BY: _____
Charlotte Young, Mayor

ATTEST:

Donna Stewart, Clerk

LESSEE: THE EVENT CENTER AT FAIRVIEW PARK, INC.

BY: _____
Amanda T. Wunnenberg, Director

BY: _____
Teresa E. Allen, Director

BY: _____
Paul D. Simpson, Director

STATE OF ARKANSAS)
COUNTY OF OUACHITA) **ACKNOWLEDGMENT**

On this day personally appeared before me Charlotte Young and Donna Stewart, and acknowledged that they are Mayor and Clerk of the City of Camden, Arkansas (LESSOR), and that being properly authorized to do so, they had executed the same for the purposes therein contained.

WITNESS my hand and official seal this _____ day of _____, 2023.

Notary Public

Commission Expires: _____

STATE OF ARKANSAS)
COUNTY OF OUACHITA) **ACKNOWLEDGMENT**

On this day personally appeared before me Amanda T. Wunnenberg, Teresa E. Allen, and Paul D. Simpson, and acknowledged that they are Directors of The Event Center at Fairview Park, Inc. (LESSEE), and that being properly authorized to do so, they had executed the same for the purposes therein contained.

WITNESS my hand and official seal this _____ day of _____, 2023.

Notary Public

Commission Expires: _____