

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is dated this _____ day of _____, _____, by and between the City of Norman, Oklahoma, a municipal corporation ("City"), and Abbott House Child Advocacy Center., a not-for-profit corporation ("Abbott House").

WITNESSETH:

WHEREAS, Abbott House, a United Way Agency of Norman, is a safe place for children to share their experiences regarding sexual abuse, physical abuse, and neglect, as well as being a witness to a crime or in a drug-endangered situation; and

WHEREAS, Abbot House provides services to children ages 3 to 18 years of age from Cleveland County and the surrounding areas. Although a stand-alone non-profit organization, Abbott House works closely with law enforcement, the district attorney's office, child protective services, mental health care professionals, and medical professionals to maintain a child-friendly atmosphere during investigations of alleged child abuse; and

WHEREAS, Abbott House is currently housed at 231 East Symmes, Norman, Oklahoma, within a block of 329 South Peters. This Lease Agreement will allow Abbott House to expand various services, which include video interviews, educational programming, and other needed and expanding services at an additional location; and

WHEREAS, the City is the owner of the property and improvements located at 329 South Peters Avenue, Norman, Cleveland County, Oklahoma, which property it has agreed to lease to Abbott House to expand the various services currently offered; and

WHEREAS, Abbott House acknowledges that the kitchen and dining room area are leased to Aging Services, Inc., a not-for-profit corporation, and are not a part of this Lease Agreement. In no event shall this structure be used for any purpose without the City's written consent.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree to use of 329 South Peters Avenue (except for the kitchen and dining room), for the operation of Abbott House as follows:

1. Rent

In consideration of the use, occupancy, and possession of the Leased Premises by Abbott House, it agrees to pay the City the sum of One-Dollar (\$1.00) valuable consideration, payable in advance of, or within thirty (30) days of the approval of this Agreement.

2. Maintenance

Abbott House will be solely responsible for all day-to-day upkeep of the Leased Premises, including maintenance of all plumbing units, pipes, and connections in good repair and free from

obstruction. Subject to any provisions herein to the contrary, the City shall be required to repair only defects, deficiencies, deviations or failures of materials or workmanship in the building. The City shall keep the Leased Premises free of such defects, deficiencies, deviations during the term of this agreement. Abbott House shall notify the City of any hazard, danger, or defect of the premises in writing immediately upon discovery.

3. Improvements.

Abbott House may, at its sole expense, from time to time, redecorate the Leased Premises and to make such non-structural alterations and changes, including landscaping, as Abbott House shall deem expedient or necessary for its purposes, provided that Abbott House has first obtained the consent thereto of the City in writing. All improvements affixed to the property, whether or not by or at the expense of Abbott House, shall be and remain a part of the Premises, shall be the property of the City and shall not be removed by Abbott House, unless City, by Notice to Abbott House, elects to have Abbott House remove any improvements installed by Abbott House. All fixtures, furniture and equipment not affixed to the property may be removed by Abbott House. In such case, Abbott House, at Abbott House's sole cost and expense and prior to the expiration of the Term, shall remove any fixture, furniture, or equipment and repair any damage caused by such removal.

4. Utilities

Abbott House shall pay a portion of the monthly utility billings for the facility and will be invoiced by the Parks and Recreation Department. Aging Services, Inc. will continue to pay \$425 per month and Abbott House will be responsible for the balance.

5. Independent Contractor Status

The Abbott House shall be an independent contractor for the City. Abbott House agrees to conduct itself in a manner consistent with such status and further agrees that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason of this Agreement and that it will not by reasons of this Agreement make any claim, demand, or application for any right or privilege applicable to an officer or employee of the City, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

6. Insurance

At all times during the term of this Lease, Abbott House shall maintain in full force a comprehensive public liability insurance policy covering Abbott House's operations, activities, and liabilities on the Premises, having singly or in combination limits, not less than One Million Dollars (\$1,000,000) in the aggregate. Such policy shall name City as an additional insured under such policy and provide that cancellation will not occur without at least thirty (30) days prior written notice to City. Upon the City's request, Abbott House shall give the City a certificate of insurance evidencing that the insurance required under the Lease is in force.

In the event of the breach of any provision of this section, or in the event any notice is received

which indicates any required insurance coverage will be diminished or canceled, the City, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. Indemnification

Abbott House shall hold City harmless from any liability (including reimbursement of City's reasonable legal fees and all costs) for death or bodily injury to third parties or physical damage to the property of third parties, to the extent caused by the fault of Abbott House or any of Abbott House's agents, servants, employees, licensees, customers, patrons, or lenders, in connection herewith. Without waiving any limitation of liability or protections afforded by the City under the Oklahoma Governmental Tort Claims Act, 51 O.S. §151 et seq., as now or hereafter amended, the City is responsible for its own negligence and that of its employees. It is understood and agreed that all Abbott House shall bear the risk of loss for any property kept, installed, stored, or maintained in or upon the Premises by Abbott House. The City shall not be responsible for any loss or damage to equipment owned by Abbott House that might result from tornadoes, lightning, windstorms, floods, or other Acts of God or actions of parties over which the City has no control. The covenants of this paragraph shall survive and be enforceable and shall continue in full force and effect for the benefit of the Parties and their respective subsequent transferees, successors, and assigns, and shall survive the termination of this Agreement, whether by expiration or otherwise.

8. Termination

This Agreement may be terminated prior to the expiration period by written agreement by the parties to the Agreement. The City may unilaterally terminate the agreement for any reason, with or without cause, by giving (30) days written notice from the City to the Abbott House. The City may also terminate this agreement for cause or suspend this Agreement, in whole or in part, by giving ten (10) days written notice from the City to the Abbott House for the breach of any terms of this Agreement.

9. Misc. Provisions

a. Assignability and Subcontracting.

Abbott House shall not assign or transfer this Agreement or any interest herein, without the prior written consent of the City, and consent to an assignment or sublease shall not be deemed to be consent to any subsequent assignment.

b. Governing Law

All matters pertaining to this agreement (including its interpretation, application, validity, performance, and breach) in whatever jurisdiction action may be brought, shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma.

c. Compliance with Laws.

All activities of Abbott House, its employees, subcontractors of Abbott House and/or agents will be carried out in compliance with all applicable federal, state, and local laws and regulations.

d. Complete Agreement.

This Agreement, along with any attachments, is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein. Unless otherwise stated, to the extent there is any conflict between this Agreement and any other agreement (written or oral), the terms of this Agreement shall control.

e. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

f. Notices.

If either party shall desire or is required to give notice to the other, such notice shall be given in writing, via email, and concurrently delivered by overnight Federal Express [or priority U.S. Mail], addressed to the recipient as follows:

To: CITY:

Jason Olsen
Director of Parks and Recreation
225 N Webster, Norman, OK 73069
Jason.Olsen@NormanOK.gov

To: ABBOTT HOUSE:

Andree Harper

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

g. Counterparts

The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile, or other copy of a party's signature shall be accepted and valid as an original.

h. Warranty of Authority

The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors, and assigns to comply with the provisions of this Agreement.

IN WITNESS WHEREOF, THE CITY OF NORMAN and ABBOTT HOUSE CHILD ADVOCACY CENTER have executed this Agreement.

DATED this _____ day of _____.

The City of Norman
(City)

Abbott House Child Advocacy Center
(Center)

Signature _____ Signature Andree Harper

Name _____ Name Andree Harper

Date _____ Date 12.8.23

Attest

City Clerk

APPROVED as to form and legality this _____ the day of _____.

Jaane Orider
CITY ATTORNEY