ATTACHMENT "A"

LEASE AGREEMENT

This Lease Agreement is entered on this **1st of April 2010** with **Mueller/Bigert Rentals,** 302 N. 8th St., Geneva, NE 68361, hereinafter referred to as "Lessor" and City of Lincoln on behalf of Aging Partners (formerly the Lincoln Area Agency on Aging/Life), hereinafter referred to as "Lessee."

Now, therefore, in consideration of the promises and mutual covenants herein set forth, the parties agree as follows:

1. Lessor grants the Lessee the right to occupy leased office space at a building, hereinafter referred to as "Premises," located at 137 N 8 St., Geneva, NE 68361.

2. **Use:** Lessee shall use the leased space as an office for Aging Partners Personal & Family Services office. Said use shall be a full-time use Monday through Friday with hours from 7 a.m. to 9 p.m. or part-time use on the days of Saturday and Sunday for hours from 7 a.m. to 9 p.m.

3. **Term:** The term of this lease agreement shall commence on August 1, 2010 and shall terminate on July 31, 2011. At anytime during this period either party may terminate the lease agreement with a written 30-day notice.

4. **Rent:** Annual rental is for 710 square feet of leased office space on the Premises which has a total square feet space of 710 square feet. Rent shall be in the sum of $300 per month, payable on the 1st of the month.

5. **Janitorial and Utility Services:** Said rent paid by the Lessee includes utility services to be provided by the Lessor. Janitorial services and snow removal will be paid by the Lessee.

6. Lessee shall provide its own phone, phone hook up, and shall pay its own phone bill.

7. Lessor agrees to keep the Premises, including the exterior and interior building and common areas, in a safe, clean, and neat condition. Lessee agrees to maintain their leased office space in a neat, clean and safe condition.

8. The Lessor agrees to indemnify and hold harmless the Lessee, its agents and employees against claims, damages, losses and expenses arising out of or resulting from the use or maintenance of the Premises or Building by the Lessor that results in any claim for damages whatsoever that are caused in whole or part by the intentional or negligent act or omission of the Lessor or anyone directly or

indirectly employed by the Lessor. This section shall not require the Lessor to indemnify or hold harmless the Lessee for any claims, damages or losses arising out of or resulting from the intentional or negligent act of the Lessee. Similarly, the Lessee agrees to indemnify and hold harmless the Lessor, its agents and employees against claims, damages, losses and expenses arising out of or resulting from the use or maintenance of the leased office space by the Lessee that results in any claim for damages whatsoever that are caused in whole or part by the intentional or negligent act or omission of the Lessee or anyone directly or indirectly employed by the Lessee. This section shall not require the Lessee to indemnify or hold harmless the Lessor for any claims, damages or losses arising out of or resulting from the intentional or negligent act of the Lessor.

In testimony whereof, Lessor and Lessee have executed this Lease Agreement on this

_____ day of _____, 2010.

Lessee:

City of Lincoln on behalf of
Aging Partners

_____

Chris Beutler, Mayor
City of Lincoln

Lessor:

Richard Mueller

Richard Mueller
Mueller/Bigert Rentals