ATTACHMENT "A"

AGREEMENT

This Agreement is entered on this 1st day of September, 2008 by and between the ***Hickman Presbyterian Church (U.S.A.),*** hereinafter referred to as "Church" and City of Lincoln hereinafter referred to as the "City," acting on behalf of the Lincoln Area Agency on Aging, hereinafter referred to as "Agency."

WHEREAS for a number of years prior to this agreement, the City, through the Lincoln Area Agency on Aging, has conducted a "senior diners" program (now referred to as a part of the ActivAge Center Program) on Wednesdays, generally between the hours of 9:00 am to 2:00 pm, in a portion of the Church's building referred to as the "fellowship hall" and adjoining "kitchen," referred to herein as the Premises; and

WHEREAS the City and the Church desire to have the Agency's "senior diners" / ActivAge Program continue on the Premises as it has in the past - as a vital portion of the mission of the Church and an important program of the Agency for area senior citizens.

Now, therefore, in consideration of the mutual promises and agreements set forth herein, the Parties hereto agree as follows:

1. The above Recitals are incorporated herein for reference purposes.

2. The Church continues to grant to the City the right to use in those portions of the Church owned building at 300 E Third Street, Hickman, NE 68372. Commonly referred to as the "fellowship hall" and "kitchen" together with related "common areas," the Premises, for the purpose of conducting the Agency's "senior diners" / ActivAge Program and related activities, on each Wednesday between the hours of 9:00 am and 2:00 pm during the term of this agreement.

3. The term of this lease agreement shall commence on September 1, 2008 and shall continue until August 31, 2009 unless (a) a 30 days advanced written notice by either the Church or the City, or (b) mutual agreement of all the parties hereto.

4. The Church will make the following equipment available for use by the City in conducting the Agency's "senior diners" / ActivAge Program: tables, chairs, kitchen equipment, and such other equipment as may be agreed by the parties. The Church will also provide the following services: all utility services, including local telephone services, all janitorial services and such other services as may be agreed to by the parties.

5. The Church will make reasonable effort to keep the building, both interior and exterior, and particularly the common space and the space used by the City for the purposes expressed herein, the Premises, in a safe, clean and useable condition; and the City shall cooperate in keeping the space used for it's programs, neat, clean and in a safe condition.

6. In the event of a natural disaster, emergency situation or weather condition making the use of the Church's building or Premises by the City for it's program, either impossible, impractical, or inadvisable, the Church and the City agree to fully cooperate to cancel, postpone, relocate, reschedule or otherwise adjust the conducting of the City's / Agency's program(s) and give timely notice of any changes to the Participants in such program(s).

7. The city agrees to pay the Church the sum of $20 per day for each day the city uses the Premises for the conduct of the City's / Agency's program(s) per this agreement; which payment shall, in lieu of rent, be used to offset the cost of utilities furnished by the Church. The Church shall submit to the City's "contact person," hereinafter designated, a monthly Request for Payment for said usage.

8. The Church agrees to indemnify and hold harmless the City, their 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 Church that results in any claim for damages whatsoever that are caused in whole or part by the intentional or negligent acts or omissions of the Church or anyone directly or indirectly employed by the Church. This section shall not require the Church to indemnify or hold harmless the City for any claims, damages or losses arising out of or resulting from the intentional or negligent acts of the City. Similarly, the City agrees to indemnify and hold harmless the Church, its agents and employees against claims, damages, losses and expenses arising out of or resulting from the use or maintenance of the space used by the City that results in any claim for damages whatsoever that are caused in whole or part by the intentional or negligent acts or omissions of the City, their agents ro employees. This section shall not require the City to indemnify or hold harmless the Church for any claims, damages or losses arising out of or resulting from the intentional or negligent acts of the Church.

9. For purposes of this agreement, the following persons shall be the "contact persons" for the respective parties, unless specifically designated otherwise in writing:

   For the City - Robert Esquivel, Centers Coordinator, Lincoln Area Agency on Aging, 1005 "O" Street, Lincoln, NE 68508-3628 (402) 441-6102

   For the Church - Cheryl Scott, Treasure, or Maxine Verhoeff, Financial Secretary, Hickman Presbyterian Church (U.S.A.), 300 E Third Street, Hickman, NE 68372 (402) 792-2800

Dated this 11 day of July, 2008.

City of Lincoln, NE,
"City"

Mayor Chris Beutler
City of Lincoln

Hickman Presbyterian Church (U.S.A.)
"Church"

Cheryl Scott

Cheryl Scott
Treasurer