ATTACHMENT "A"

LEASE AGREEMENT

This Lease Agreement is entered on this 1st day of September, 2009, with ***The Panama Café,*** hereinafter referred to as "Lessor" and City of Lincoln on behalf of the Lincoln Area Agency on Aging, 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 space at a building, hereinafter referred to as "Premises," located at 310 Locust St., Panama, NE 68419.

2. Use: Lessee shall use the leased space for its ActivAge Center program. Said use shall be a full time use on Tuesdays with hours from 9:00 am to 2:00 pm. The Lessee shall not cook anything that produces grease laden vapors nor shall the Lessee use the exhaust fan in the kitchen.

3. Term: The term of this lease agreement shall commence on September 1, 2009 and shall terminate on August 31, 2010. This lease agreement may be terminated upon thirty days written notice by either party.

4. Rent: Annual rental is for 800 square feet of leased space on the Premises which is the total square footage of the Café. Rent shall be in the sum of $30.00 per day of use, payable as billed on monthly statement issued by The Panama Café.

5. Janitorial and Utility Services. Said rent paid by the Lessee includes janitorial and utility services to be provided by the Lessor. Lessee shall vacuum and mop any areas used weekly, in addition to wiping countrtops and tables.

6. 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 space in a neat, clean and safe condition.

7. 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 _____, 2009.

Lessee:

City of Lincoln on behalf of the
Lincoln Area Agency on Aging

_____

Mayor Chris Beutler
City of Lincoln

Lessor:

The Panama Café

_____

Bill Bryant or Linda Bryant
Owners