Business Lease--Board as Tenant

LEASE -- BUSINESS PROPERTY

(Board as Tenant)

THIS LEASE AGREEMENT, MADE AND ENTERED INTO THIS \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the Landlord) whose address for the purpose of this lease is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the Board of Regents, State of Iowa for the Use and Benefit of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the Tenant) whose address for the purpose of this lease is 11260 Aurora Avenue, Urbandale, IA 50322-7905.

WITNESSETH THAT:

1. PREMISES AND TERM.

(a) The Landlord, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of the Tenant to be kept and performed, leases unto the Tenant and Tenant hereby rents and leases from Landlord, according to the terms and provisions herein, the following described real estate, situated in \_\_\_\_\_\_\_\_\_\_ County, Iowa, to wit: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with the improvements thereon and all rights, easements and appurtenances thereto belonging, which, more particularly, includes the space and premises as may be shown on "Exhibit A," if and as may be attached hereto, for a term of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, beginning at midnight on the first day, which shall be on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, and ending at midnight on the last day of the lease term, which shall be on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, upon the condition that the Tenant pays rent therefor, and otherwise performs as in this lease provided.

(b) RENEWAL. If this lease is subject to an option to renew the terms of the option are found in paragraph 26 below.

2. RENTAL. Tenant agrees to pay to Landlord as rental for said term, as follows: $\_\_\_\_\_\_\_\_\_ per month, in advance, the first rent payment becoming due upon the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_, and the same amount, per month, on the \_\_\_\_ day of each month thereafter, during the term of this lease.

All sums shall be paid at the address of Landlord, as above designated, or at such other place in Iowa, or elsewhere, as the Landlord may, from time to time, previously designate in writing.

3. POSSESSION. Tenant shall be entitled to possession on the first day of the term of this lease, and shall yield possession to the Landlord at the time and date of the close of this lease term, except as herein otherwise expressly provided. Should Landlord be unable to give possession on said date, Tenant shall have the right to terminate this lease.

4. USE OF PREMISES. Tenant covenants and agrees during the term of this lease to use and to occupy the leased premises, only for legal purposes.

5. QUIET ENJOYMENT. Landlord covenants that its estate in said premises is in its entirety and that the Tenant on paying the rent herein reserved and performing all the agreements by the Tenant to be performed as provided in this lease, shall and may peaceably have, hold and enjoy the demised premises for the term of this lease free from molestation, eviction or disturbance by the Landlord or any other persons or legal entity whatsoever.

Landlord shall have the right to mortgage all of its right, title, interest in said premises at any time without notice, subject to this lease.

6. CARE AND MAINTENANCE OF PREMISES. (a) Tenant takes said premises in their present condition except for such repairs and alterations as may be expressly herein provided.

(b) LANDLORD'S DUTY OF CARE AND MAINTENANCE. Landlord will keep the roof, structural part of the floor, walls and other structural parts of the building in good repair.

(c) TENANT'S DUTY OF CARE AND MAINTENANCE. Tenant shall, after taking possession of said premises and until the termination of this lease and the actual removal from the premises, at its own expense, care for and maintain said premises in a reasonably safe and serviceable condition, except for structural parts of the building. Tenant will furnish its own interior and exterior decorating. Tenant will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the Tenant, its agents or employees.

Tenant agrees to keep faucets closed so as to prevent waste of water and flooding of premises and to promptly take care of any leakage or stoppage in any of the water, gas or waste pipes. The Tenant agrees to maintain adequate heat to prevent freezing of pipes, if and only if the other terms of this lease fix responsibility for heating upon the Tenant. Tenant shall make no structural alterations or improvements without the written approval of the Landlord, which approval shall not be unreasonably withheld.

Tenant is responsible for securing all windows and doors within and on its leased space and shall exert diligence in keeping building entrances and openings locked after normal business hours.

(d) Tenant will make no unlawful use of said premises and agrees to comply with all applicable valid regulations of the Board of Health, any applicable City Ordinances, the laws of the State of Iowa and the Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public.

7. (a) UTILITIES AND SERVICES. Tenant, during the term of this lease, shall pay all charges for use of telephone and other utilities and services which may be used in or upon the demised premises, except as provided below:

(b) AIR CONDITIONING shall be furnished at the expense of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and maintenance thereof at the expense of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(c) JANITOR SERVICE shall be furnished at the expense of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(d) HEATING shall be furnished at the expense of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(e) WATER AND SEWER shall be furnished at the expense of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(f) ELECTRICITY shall be furnished at the expense of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(g) TRASH DISPOSAL shall be furnished at the expense of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(h) SNOW REMOVAL shall be furnished at the expense of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(i) LAWN CARE shall be furnished at the expense of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(j) OTHER.

8. (a) SURRENDER OF PREMISES AT THE END OF TERM - REMOVAL OF FIXTURES. Tenant agrees that upon the termination of this lease, it will surrender, yield up and deliver the leased premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

(b) Tenant may, at the expiration of the term of this lease, or renewal or renewals thereof or at a reasonable time thereafter, if Tenant is not in default hereunder, remove any fixtures or equipment which said Tenant has installed in the leased premises, providing said Tenant repairs any and all damages caused by removal.

(c) HOLDING OVER. Continued possession, beyond the expiratory date of the term of this lease, by the Tenant, coupled with the receipt of the specified rental by the Landlord (and absent a written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month to month extension of this lease.

9. ASSIGNMENT AND SUBLETTING. Any assignment of this lease or subletting of the premises or any part thereof is prohibited without the Landlord's written permission. Such written permission shall not be unreasonably withheld.

10. LANDLORD'S RIGHT OF ACCESS. Upon reasonable notice, Landlord or its authorized representative may enter the leased premises at any reasonable time for the purpose of inspecting the leased premises or for the servicing of any utilities.

11. TAXES.

(a) ALL REAL ESTATE TAXES, levied or assessed by lawful authority (but reasonably preserving Landlord's rights of appeal) against said real property shall be timely paid by the Landlord.

(b) Increase in such taxes shall be paid by Landlord.

(c) PERSONAL PROPERTY TAXES. It is understood that Tenant is, in general, exempt from Personal Property Taxes.

(d) SPECIAL ASSESSMENTS. Special assessments shall be timely paid by the Landlord.

12. INSURANCE.

(a) Landlord and Tenant will each keep its respective property interests in the premises and its liability in regard thereto, and the personal property on the premises, reasonably insured against hazards and casualties; that is, fire and those items usually covered by extended coverage. Both parties recognize that Tenant, as any agency of the State of Iowa, is self-insured.

(b) Tenant will not do or omit the doing of any act which would vitiate any insurance, or increase the insurance rates in force upon the real estate improvements on the premises.

(c) In the event of damage to buildings, or improvements by any natural or manmade disaster, the Tenant shall notify the Landlord by telephone or in writing within 24 hours of Tenant's knowledge thereof.

(d) Release of Recovery Rights. Each party hereby releases the other from claims for recovery for any loss or damage to any property owned by either party which is insured under valid and collective insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that waiver shall apply only when permitted by the applicable policy of insurance.

13. LIABILITY. Tenant assumes responsibility and agrees to pay for any and all property losses or personal injuries arising out of the use and occupancy of the leased premises, which are incurred by reason of the negligence of the Tenant or its employees or agents to the full extent permitted by Chapter 669 Code of Iowa and pursuant to the procedures set forth therein.

14. DESTRUCTION OF LEASED PREMISES.

(a) PARTIAL DESTRUCTION. In the event of a partial destruction or damage of the leased premises, which is a business interference, that is, which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty (60) days after its occurrence, this lease shall not terminate but the rent for the leased premises shall abate during the time of such business interference. In the event of partial destruction, Landlord shall repair such damages within sixty (60) days of its occurrence unless prevented from so doing by acts of God, the elements, the public enemy, strikes, riots, insurrection, government regulations, city ordinances, labor, material or transportation shortages, or other causes beyond Landlord's reasonable control.

(b) ZONING. Should the zoning ordinance of the city or municipality in which this property is located make it impossible for the Landlord, using diligent and timely effort to obtain necessary permits and to repair and/or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as in the next paragraph provided.

(c) TOTAL DESTRUCTION OF BUSINESS USE. In the event of a destruction or damage of the leased premises including the parking area (if a parking area is a part of the subject matter of this lease) so that Tenant is not able to conduct its business on the premises and the damage cannot be repaired within sixty (60) days, this lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within twenty (20) days after such destruction. Tenant shall surrender possession within ten (10) days after such notice issues, and each party shall be released from all future obligations hereunder, Tenant paying rent pro rate only to the date of such destruction. In the event of such termination of this lease, Landlord at its option, may rebuild or not, according to its own wishes and needs.

15. CONDEMNATION - DISPOSITION OF AWARDS. Should the whole or any part of the demised premises be condemned or taken by a competent authority for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.

16. TERMINATION OF LEASE. This lease shall terminate upon expiration of the demised term; or if this lease expressly and in writing provides for any option or options, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.

17. SIGNS.

(a) Tenant shall have the right and privilege of attaching, affixing, painting or exhibiting signs on the leased premises, provided only

(1) that any and all signs shall comply with the ordinances of the city or municipality in which the property is located and the laws of the State of Iowa;

(2) such signs shall not change the structure of the building;

(3) such signs if and when taken down shall not damage the building;

(4) such signs shall be subject to the written approval of the Landlord, which approval shall not be unreasonably withheld.

(b) Landlord during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.

18. RIGHTS CUMULATIVE. The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

19. NOTICE AND DEMANDS. Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by registered mail or certified mail, return receipt requested, by the United States mail and so deposited in a United States mail box.

20. PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

21. CHANGES TO BE IN WRITING. None of the covenants, provisions, terms or conditions of this lease to be kept or performed by Landlord or Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the Landlord and Tenant. This lease contains the entire agreement of the parties.

22. CONSTRUCTION. Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

23. RELEASE OF DOWER. Spouse of Landlord, if applicable, appears as a party signatory to this lease solely for the purpose of releasing dower, or distributive share, unless said spouse is also a co-owner of an interest in the leased premises.

24. NONAPPROPRIATIONS CLAUSE. Any obligations incurred by the Board of Regents, State of Iowa, pursuant to this lease shall be paid from any funds the Board of Regents, State of Iowa, legally has available therefore, and the Board of Regents, State of Iowa, covenants to annually budget sufficient amounts to pay its rental obligations hereunder; notwithstanding any other provisions of this lease, if funds anticipated for the continued fulfillment of this lease are at any time not forthcoming or insufficient, either through the failure of the Iowa legislature or the federal government to provide funds or alteration of the program under which funds were provided, then the Board of Regents, State of Iowa, shall have the right to terminate this lease without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

25. HANDICAPPED ACCESSIBILITY. Landlord shall maintain the premises in compliance with all applicable State and Federal laws and regulations concerning accessibility by the handicapped. In the event that the Tenant is fined for violations of said laws and regulations for areas within the responsibility of the Landlord under the terms of this lease agreement, Landlord agrees to indemnify, defend and hold harmless the Tenant.

26. RENEWAL OPTION(S).

IN WITNESS THEREOF, the parties hereto have duly executed this lease the day and year first above written.

**TENANT**

IOWA STATE UNIVERSITY

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date) Pam Elliott Cain, Senior Vice President   
for Operations and Finance

BOARD OF REGENTS, STATE OF IOWA

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(Date) Mark Braun, Executive Director

**LANDLORD**

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(Date) (Name)

LANDLORD'S SPOUSE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date) (Name)

Lease Template - Board as Tenant