

**CITY OF CASA GRANDE
and
CASA GRANDE ROLLER DERBY
LEASE AGREEMENT**

1. INTRODUCTION

This Office Lease is entered into by and between the City of Casa Grande, an Arizona municipal corporation (hereinafter "Landlord"), and Casa Grande Roller Derby, an Arizona non-profit corporation (hereinafter "Tenant").

2. **PREAMBLE.** The leased space is within a building located at 798 N Picacho Street, Casa Grande, Arizona (hereinafter the "Building").

3. TERM

a. **Initial Term.** The term of this Lease is for a period of one (1) year, commencing on November 1, 2019 (hereinafter referred to as "Commencement Date") and ending on October 31, 2020 at 11:59 p.m., unless terminated sooner as provided in this Lease.

b. **Option to Extend Term.** Tenant has the option to extend the terms of this lease for a period of one (1) year pending approval from the Landlord, which may be granted or withheld in Landlord's sole, absolute, and unfettered discretion, and provided this lease is then not in default and the Tenant provides a written notice to the Landlord, in the manner herein required for written notice, no later than ninety (90) days prior to the expiration of the Initial Term of the Lease or the expiration of the extended term of the lease in the subsequent extended year.

c. In the event Tenant exercises any option to extend, the Rent may be adjusted after the first year of the initial lease. The remaining provisions of this Lease shall continue in full force and effect during any option period.

4. TERMINATION WITHOUT CAUSE.

a. Tenant may terminate this lease, for any reason, after delivery of a written notice to the Landlord ninety (90) days prior to the time it wishes to vacate the Building. If the tenant chooses to terminate under this provision, the Landlord shall not make any adjustment in the amount of Rent paid during that year or any other amount due under this Lease.

b. After the first year of this Lease, Landlord may terminate this Lease without cause after delivery of written notice to the Tenant sixty (60) days prior to the time it wishes Tenant to vacate the Building.

5. QUIET ENJOYMENT

As long as Tenant is not in default under the terms of this Lease, it shall be entitled to the quiet enjoyment and use of the Building according to the terms of this Lease.

6. RENT.

a. **Base Rent.** Rent of \$300.00 is payable on or before the first day of each month to the Landlord at 510 E. Florence Blvd, Casa Grande, Arizona 85122. The Base Rent must be paid, without the need for notice, demand, or deduction, on or before the payment due date of each month or Tenant will be considered to be in default of the terms of the lease and the City may take appropriate action pursuant to Sections 25 and 29 of the lease.

b. Payment of the rent for the first month of the Lease is due on or before the date Tenant moves into the Building payable as stated in subsection 6(a) above.

c. **Operational Costs.** As further consideration Tenant will provide all tenant improvements, maintenance, repair and upkeep of the Building as well as general janitorial services and all utilities. Landlord shall have no responsibility for maintenance or upkeep of the building at any time during the

Lease and Tenant's sole remedy for any issues regarding habitability of the Building shall be to terminate the lease as provided in Section 4.

7. USE OF THE BUILDING.

- a. The Building shall be used only for the operation of the Casa Grande Roller Derby.
- b. Tenant shall not use or allow the Building to be used for a purpose or in a manner that is unlawful, illegal, disreputable, or likely to cause damage to the Building, to adjoining property, or in a manner which would constitute a hazard to the public or any adjoining property, or would cause a nuisance to any members of the public or to any other tenant of the property.
- c. Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Building, occasioned by or affecting the use thereof by Tenant. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the Building shall, at the option of the Landlord, be deemed a breach hereof.
- d. Notwithstanding any provision contained in this Lease to the contrary, including without limiting the use by Tenant of the Building in accordance with subsection 6(a) and 7(a) above, Tenant shall not commit or permit any nuisance or other act, whether noise, odor, smoke, sewage, chemical wastes or otherwise, which may disturb the quiet enjoyment of other tenants of the Landlord or Landlord's uses in the Building. Tenant shall not obstruct or cause to be obstructed any public or private roadways, sidewalks or common areas appurtenant to the building, of which the Building are a part, or any parking areas or docking areas of other Tenants of the Landlord. In the event Tenant commits or permits any nuisance or act set forth in this Article, or nuisance as defined by the relevant Arizona law, the same shall be a material breach of this Lease.

8. SIGNS.

- a. The Landlord reserves the exclusive right to the roof, side and rear walls of the Building. Tenant shall not construct any projecting sign or awning without the prior written consent of the Landlord which consent may be withheld with or without cause. Tenant must remove all signs and graphics prior to the termination of this Lease and shall restore the Building to its prior condition after removal and at Tenant's sole expense.
- b. Except as specifically set forth below, all signs and graphics of every kind visible from public view, corridors, or the exterior of the Building will be subject to Landlord's prior written approval, and will be subject to any applicable governmental laws, and ordinances.
- c. Signage design shall be subject to the Landlord's approval and will be compatible with the historic nature of the nearby City Hall building.

9. TENANT IMPROVEMENTS.

- a. Tenant shall not make any alterations, additions or modifications to the Building without first obtaining the express written permission of Landlord, which may be withheld with or without cause.
- b. Tenant will pay for tenant improvements. Any tenant improvements or alterations must be permitted and approved by applicable governmental agencies, and shall only be constructed by licensed, insured and bonded contractors after compliance with Landlord's bidding requirements.
- c. Tenant shall furnish copies of any architecture and building plans to the Landlord as Tenant receives such information from its contractors and architect.
- d. Tenant shall secure permission of the architect and/or contractors so it may assign, to the Landlord, all ownership rights and any other rights to the use of plans prepared for installation of tenant improvements. After tenant improvements are completed, Tenant shall assign all ownership rights and any other rights to use of the plans to the Landlord.

10. PARKING. Tenant and its patrons, employees, licensees, invitees, agents and members shall have a non-exclusive right to use the parking lot located to the Southwest of the Building. Landlord shall have no duty to Tenant to maintain the parking lot. Tenant, however, shall promptly notify Landlord of

any issues known to Tenant concerning the parking lot.

11. STANDARD OF WORK. All work to be performed by or for Tenant pursuant to the Lease will be performed diligently, in a good and workmanlike manner, consistent with the norms of the City of Casa Grande, and in compliance with all applicable laws, ordinances, regulations, and rules of any public authority having jurisdiction over the Building.

12. MECHANIC'S LIENS. Tenant agrees to keep the Building free of all liens and claims for labor performed on and material delivered to the Building. If a lien is placed on the Building resulting from any such labor or material or construction on or to the Building resulting from any act of Tenant, Tenant shall cause such lien to be removed, expunged or bonded within ten (10) working days following the recordation of such lien. In the event Tenant fails to so remove the lien recorded against the Building, Landlord may take any action Landlord deems appropriate, including obtaining a bond to remove such lien, and any costs to Landlord in doing same, including any legal costs or attorney's fees incurred, will become additional rent due from Tenant to Landlord and shall be due and payable immediately upon demand.

13. OWNERSHIP OF IMPROVEMENTS. Any improvements, alterations and additions, whether or not deemed fixtures of the Building (except trade fixtures) shall, without compensation to Tenant (other than the offset of rent provided for in section 9 above), automatically, and without any act of Tenant or any third party, become Landlord's property at the expiration of this Lease or sooner termination. If the fixture is a trade fixture, Tenant may, at its sole expense, remove it but shall repair or pay for of all repairs necessary for damages to the Building occasioned by removal.

14. UTILITIES. Tenant will be solely responsible for payment of all utility expenses incurred in the building. Tenant is responsible for establishing accounts with each utility provider and will pay for all utilities directly to the provider.

15. SURRENDER. Upon the termination of this Lease, or Tenant's right to possession of the Building, Tenant will surrender the Building to Landlord.

16. CLEANING AND JANITORIAL. Tenant shall, at its sole expense, provide for trash removal from the leased Building on a daily basis and sufficient janitorial and cleaning services to ensure a clean and sanitary working environment is maintained on the Building. Tenant shall pay the cost for the cleaning and trash removal services.

17. REPAIRS AND MAINTENANCE.

a. Tenant's Obligations. Tenant shall perform all necessary repairs and maintenance on the Building and the roof, exterior, walls, structural foundations, sewers, drains, plumbing, heating and air conditioning equipment and any other electric equipment and termite control for the Building.

- i. By its signature below, Tenant acknowledges that it is taking the Building in an as-is condition and waives any rights, other than the ability to terminate the Lease pursuant to Section 4, related to the condition of the Building.
- ii. Tenant, at its own expense and at all times, maintain the interior of the Building in good and safe condition, including plate glass, electrical wiring, and any other system or equipment upon the Building and shall surrender the same, at termination hereof, in as good condition as received normal wear and tear with casualty and acts of God excepted. Tenant shall be responsible for all repairs required.
- iii. Notwithstanding any other provision of this Lease, in the event of any damage or destruction to the Building or the Building resulting from any intentional or negligent acts of Tenant, Tenant shall reimburse Landlord for all expenses incurred in the repair thereof within thirty (30) days of Landlord submitting to Tenant an invoice therefore, and such invoiced expense shall be deemed additional Rent thereafter which is not eligible for an offset.

18. TAXES.

a. Personal Property Taxes. Prior to delinquency, Tenant will pay all taxes and assessments levied on trade fixtures, alterations, additions, improvements, inventories, and other personal property located or installed on the Building by Tenant or any possessory interest tax, Government Property Lease Excise tax

[Arizona Revised Statutes (A.R.S.)§42-6203(A)], privilege tax, or other similar excise tax relating to the Tenant's use of the Building or this agreement.

19. INSURANCE.

a. Landlord's Obligations. Landlord, at its discretion and without obligation, may maintain insurance for damages to the Building only.

b. Tenant's Obligations. Tenant will, at Tenant's expense, obtain and keep in force at all times general liability insurance via a policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than \$1,000,000 per occurrence and providing coverage for, among other things, blanket contractual liability, products and completed operations.

c. General Insurance Provisions:

- i. Insurance Companies. Insurance required to be maintained by Tenant will be written by companies licensed to do business in the State of Arizona.
- ii. Certificates of Insurance. Tenant will deliver to Landlord certificates of insurance for all insurance required to be maintained by Tenant no later than the Commencement Date. Tenant will, at least thirty (30) days prior to expiration of any policy, furnish Landlord with certificates of renewal or binders. If Tenant fails to maintain any insurance required in this Lease, Tenant will be liable for all losses and costs resulting from that failure. Landlord shall also have the right, but not the obligation, to obtain insurance required to be held by Tenant, and Tenant will immediately on demand pay Landlord the premiums on the insurance; and Landlord may declare a default under this Lease.
- iii. Primary Coverage. All insurance to be maintained by Tenant must be primary, without right of contribution from insurance of Landlord. All general liability policies shall name Landlord as an additional insured. The limits of insurance maintained by Tenant will not limit Tenant's liability under this Lease.
- iv. The Tenant shall provide, and hold the Landlord harmless for any claims by its employees, Workman's Compensation Insurance in an amount required by law.
- v. The Tenant shall be responsible for obtaining fire, flood or extended coverage insurance for personal property improvements of the Tenant and for all goods, commodities and materials stored by the Tenant in, on or about the Building.

20. INDEMNIFICATION.

a. Indemnification. Landlord will not be liable for any loss or damage to person or property caused by theft, fire, acts of God, acts of a public enemy, riot, strike, insurrection, war, court order, requisition, or order of government body or authority, unless caused by the acts of Landlord. The provisions of this section will survive the expiration or termination of this Lease with respect to any claims or liability occurring prior to the expiration or termination. Tenant will indemnify and defend Landlord, by counsel acceptable to Landlord, against any liabilities, including reasonable attorney fees and court costs, arising out of or relating to the following:

- i. claims of injury to or death of persons or damage to property occurring or resulting directly or indirectly from the use or occupancy of the Building, or from activities of Tenant, Tenant's invitees, or anyone about the Building, or from any other cause, except to the extent caused by Landlord's willful misconduct;
- ii. claims for work or labor performed, or for materials or supplies furnished to or at the request of Tenant in connection with performance of any work done for the account of Tenant within the Building; and
- iii. claims arising from any breach or default on the part of Tenant in the performance of any covenant contained in this Lease.

21. HAZARDOUS MATERIALS.

a. Definitions. As used in this Section, Hazardous Material means any chemical, substance or material, that is or may be hazardous to human health or to the safety of the environment that are now, or become in the future, listed, defined, or regulated in any manner by any Environmental Law.

b. Use of Hazardous Materials. Tenant will not use or allow the use of the Building in a manner that may cause Hazardous Materials to be released or to become present on, under, or about the Building or other

properties in the vicinity of the Building.

c. Tenant's Indemnification of Landlord. Tenant will indemnify, protect, defend, and hold harmless Landlord from all claims, judgments, causes of action, damages, penalties, fines, taxes, and expenses arising (directly or indirectly) as a result of or in connection with Tenant's breach of any prohibition or provision of this Section.

d. Provide a copy of the Material Safety Data Sheets (MSDS) for all hazardous materials stored on the Building to the Fire Department and maintain a copy on the Building.

22. DAMAGE AND DESTRUCTION.

a. In the event that the Building or the Building are destroyed or rendered uninhabitable from any cause, other than the fault of the Tenant, Landlord may, at its sole, absolute, and unfettered discretion, replace the same. If Landlord elects to replace the Building and such replacement can reasonably be made within the lesser of the expiration of the lease term or 180 days under existing governmental laws and regulations, such destruction shall not terminate this Lease. Tenant shall, however, be entitled to an abatement of rent while such replacement activity occurs.

b. In the event of a partial destruction of the Building from any cause, other than the fault of the Tenant, Landlord may, at its sole, absolute, and unfettered discretion, repair the same. If Landlord elects to repair the Building and such repairs can reasonably be made within the lesser of the lease term or sixty (60) days under existing governmental laws and regulations, such partial destruction shall not terminate this Lease. Tenant shall, however, be entitled to a proportionate reduction of rent while such repairs are being made if the Building is not used during that time for Tenant's primary activities.

c. Landlord shall give to Tenant an estimate of the time it will take to repair or replace the Building or Building or its election not to proceed with repairs in accordance with the provisions in this section within thirty (30) days following such damage or destruction. Failure of Landlord to provide such notice within thirty days shall be deemed a determination by the Landlord not to make any repairs or replacement.

d. In the event Landlord elects not to proceed with repairs, this Lease may be terminated at the option of either party as of the election date.

23. SUBORDINATION. This Lease and the estate granted hereby shall be subject and subordinate to the lien of any mortgage or deed of trust; or leasehold or other estate created by a lease/purchase agreement which now or hereafter may constitute a lien on, or secured interest in, the Building, and to any agreements, at any time made, modifying, supplementing, extending or renewing any such mortgages or deeds of trust. The provisions for the subordination of this Lease and the estate hereby granted shall be self-operative, and no further instrument shall be required to effect such subordination. Notwithstanding the previous sentence, the parties hereto shall, upon request by the financing party or the beneficiary of any of the above enumerated instruments, at any time or times, execute and deliver any and all documents that may be reasonably necessary or proper to effect such subordination or to confirm or evidence the same. In the event of foreclosure of any mortgage or deed of trust or exercise of the power of sale or the taking of possession from the Landlord thereunder, Tenant shall attorn to the purchaser of the Building at such foreclosure or sale and recognize such purchaser as owner under this Lease if so requested by such purchaser.

24. RESPONSIBLE PARTY. Landlord shall from time to time designate an employee of Landlord who Tenant may contact regarding all matters involving this agreement. Tenant shall also designate an employee who Landlord may contact regarding all matters involving this agreement. At the time of execution of this agreement, the Landlord's designated representative is the Assistant to the City Manager or his/her designee. Tenant shall provide Landlord with the name and contact information for its designated representative no later than occupancy of the Building.

25. EMINENT DOMAIN.

a. Total Condemnation. If the entirety of the Building is condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi-public use or purpose, this Lease will terminate as of the date of title vesting in that proceeding and the Rent will be abated from the date of termination.

b. Partial Condemnation.

i. If any portion of the Building is condemned by eminent domain, inversely

condemned, or sold in lieu of condemnation for any public or quasi-public use or purpose and the partial condemnation, in Tenant's reasonable opinion, renders the Building unusable for Tenant's business, this Lease will terminate as of the date of title vesting or order of immediate possession in that proceeding and the Rent will be abated to the date of termination.

- ii. If, in Tenant's reasonable opinion, the partial condemnation does not render the Building unusable for the business of Tenant, Tenant and Landlord shall agree on an abatement in rent in an amount equal to the reduction in leasehold value resulting from such partial condemnation.

c. Award. If the Building is wholly or partially condemned, Landlord will be entitled to the entire award paid for the condemnation, and Tenant waives any claim to any part of the award from Landlord or the condemning authority. However, Tenant will have the right to recover from the condemning authority any compensation that may be separately awarded to Tenant in connection with any award allowable to Tenant by law. Notwithstanding the foregoing, Tenant shall be entitled to a portion of the award equal to the non-recovered costs of construction of the tenant improvements.

26. DEFAULT.

a. Events of Default. The occurrence of any of the following events will, at Landlord's option, constitute an Event of Default:

- i. In the event Rent is late as defined in Section 30 of the lease, failure to pay Rent within three (3) days following written demand to pay Rent by Landlord;
- ii. vacation or abandonment of the Building for a period of thirty (30) consecutive days;
- iii. failure to perform any of Tenant's covenants under this Lease (except default in the payment of Rent), provided that if this default is susceptible of cure and Tenant has promptly commenced the cure of this default and is diligently prosecuting the cure to completion, then the default must remain uncured for thirty (30) days after written notice from Landlord;
- iv. the making of a general assignment by Tenant for the benefit of creditors, the filing of a voluntary petition by Tenant, or the filing of an involuntary petition by any of Tenant's creditors seeking the rehabilitation, liquidation, or reorganization of Tenant under any law relating to bankruptcy, insolvency, or other relief of debtors and, in the case of an involuntary action, the failure to remove or discharge the petition within sixty (60) days of the filing.

b. Remedies of Landlord on Default. In the event of an Event of Default or of any other breach of this Lease by Tenant, Landlord may, at its option, terminate this Lease and recover from Tenant:

- i. the worth at the time of award of the unpaid rent which was earned at the time of termination;
- ii. the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided;
- iii. the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and
- v. any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform his obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.

c. Landlord may, in the alternative, continue this Lease in effect, as long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all his rights and remedies under it, including the right to recover the rent as it becomes due under it. If said breach of Lease continues, Landlord may, at any time thereafter, elect to terminate the lease.

e. Cumulative. Each right and remedy of Landlord provided for in this Lease or now or later existing at law, in equity, by statute, or otherwise, will be cumulative and will not preclude Landlord from exercising any other rights or remedies provided for in this Lease or now or later existing at law or in equity, by statute, or otherwise. No payment by Tenant of a lesser amount than the Rent, or any endorsement on any check or letter accompanying any check or payment as Rent, will be deemed an accord and satisfaction of full payment of Rent. However, Landlord may accept this payment without prejudice to Landlord's right to recover the balance of Rent or to pursue other remedies.

27. **NO MERGER.** The voluntary or other surrender of this Lease by Tenant or a mutual cancellation of the Lease or a termination by Landlord will not work a merger and will, at the option of Landlord, terminate all of any existing sub-tenancies or may, at the option of Landlord, operate as an assignment to Landlord of any sub-tenancies.

28. **ASSIGNMENT AND SUBLETTING.**

a. Prohibition. Tenant may not assign or sublet, whether voluntarily or involuntarily or by operation of law, the Premises or any part of the Premises, without prior written consent of the Landlord which may be withheld with or without cause.

b. Any such assignment or sub-letting without consent shall be void and, at the option of the Landlord, may terminate this lease.

c. Tenant shall indemnify and hold Landlord harmless from or against all claims, demands and obligations asserted by or from any party claiming an assignment or sub-lease from the Tenant.

29. **ENTRY.** Landlord reserves the right to enter the Building upon reasonable notice to Tenant (except in case of an emergency, in which case no notice is required) to inspect the Building or the performance by Tenant of the terms and conditions of this Lease or for purposes related to Landlord's potential use, destruction, or sale of the Building.

30. **LATE CHARGES AND INTEREST.** The late payment of any Rent as defined herein will cause Landlord to incur additional costs, including administration and collection costs, processing and accounting expenses, and potentially increased debt service. If Landlord has not received any installment of Rent within fifteen (15) days after that amount is due, Tenant must pay five percent (5%) of the delinquent amount, which is agreed to represent a reasonable estimate of the cost incurred by Landlord. In addition, all delinquent amounts will bear interest from the date the amount was due until paid in full at a rate per annum of the highest rate allowed in the State of Arizona for unsecured debt.

31. **ENTIRE AGREEMENT.** This Agreement, including all incorporated documents, components, attachments, addenda, exhibits, and plans, constitutes the entire agreement between the parties pertaining to the leased Building. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by this agreement. No supplement, modification or amendment of this Lease shall be binding unless in writing and executed by both the Landlord and Tenant.

32. **TIME OF ESSENCE.** Time is of the essence for the performance of all conditions and obligations under this Lease.

33. **ATTORNEY FEES/COSTS OF BREACH.** The parties agree in the event of a breach of this Lease, the breaching party will pay the other party's reasonable expenses, including, but not limited to, expert witness fees, and reasonable attorney fees incurred because of the breach, whether a lawsuit is instituted or not.

34. **GOVERNING LAW.** This Lease, and the rights, duties, and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Arizona and any controversy, dispute or litigation shall be brought or commenced only in the a court of competent jurisdiction in Pinal County, Arizona (or in the United States District Court for the District of Arizona if, but only if, the appropriate court in Pinal County lacks or declines jurisdiction over such action). The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

35. **NO THIRD-PARTY BENEFICIARIES.** Nothing in this Lease is intended to create any third-party benefit.

36. **NO RECORDATION.** Tenant shall not record this Lease, any memorandum of this Lease, nor any other Building document which will or may create a cloud on title to any portion of the property of which the leased Building are a part. Such recordation or an attempt at recordation shall constitute a breach of this Lease.

37. **NO AGENCY, PARTNERSHIP, OR JOINT VENTURE.** Nothing contained in this Lease will be deemed or construed by the parties, or by any third party, as creating the relationship of principal and

agent, partnership, or joint venture by the parties. It is understood and agreed that no provision contained in this Lease or any acts of the parties will be deemed to create any relationship other than the relationship of Landlord and Tenant.

38. **NO WAIVER.** No waiver of any default or breach under this Lease will be implied from any omission to take action on account of this Lease, regardless of any custom and practice or course of dealing. No waiver will affect any default other than the default specified in the waiver, and then the waiver will be operative only for the time and to the extent stated in the Lease. Waivers of any covenant will not be construed as a waiver of any subsequent breach of the same covenant. No waiver by either party of any provision under this Lease will be effective unless in writing and signed by that party.

39. **NOTICES.** All notices required or permitted to be given hereunder shall be in writing and shall become effective upon personal service or seventy-two (72) hours after being deposited in the United States mail, certified or registered mail, postage prepaid, addressed as shown below or to such other address as the parties have designated and acknowledged in writing.

City of Casa Grande
Attn: Office of City Manager
510 E Florence Blvd
Casa Grande, AZ 85122

Casa Grande Roller Derby
798 N. Picacho Street
Casa Grande, AZ 85122

40. **AUTHORIZATION.** Each individual executing this Lease on behalf of Landlord and Tenant represents and warrants that she or he is duly authorized to execute and deliver this Lease on behalf of Landlord and Tenant and that the execution is binding upon Landlord and Tenant.

41. **MANDATORY SIGNATURE.** This Lease shall become binding on and enforceable against the Landlord only after Casa Grande City Council authorization by ordinance and execution by the City Manager of the City of Casa Grande whether or not contract negotiations were conducted by the City Manager or any other agent of the City of Casa Grande.

42. **CONSTRUCTION.** Captions and paragraph headings used in this Lease are for convenience only, are not a part of this agreement, shall not be deemed to limit or alter any provisions of this agreement, and shall not be deemed relevant in construing the agreement. When used herein, the terms "include" or "including" shall mean without limitation by reason of the enumeration. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other entity. If the last day of any time period stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona.

43. **ADDITIONAL ACTS AND DOCUMENTS.** Each party to this agreement agrees to do all things, take all actions and to make, execute and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions, intent and purpose of this agreement.

44. **JOINT PREPARATION OF AGREEMENT.** This Lease Agreement is the result of arms-length negotiations between parties of roughly equivalent bargaining power and expresses the complete, actual, and intended agreement of the parties. This agreement shall not be construed for or against either party as a result of its participation, or the participation of its counsel, in the preparation and/or drafting of this Lease or any exhibits hereto.

45. **CANCELLATION FOR CONFLICT OF INTEREST.** This Lease Agreement is subject to the cancellation provisions of A.R.S. Section 38-511.

We, the undersigned, have executed this document on the dates below written and hereby swear and affirm that we are duly authorized in accordance with law to execute this document.

LANDLORD:

City of Casa Grande, a municipal corporation

APPROVED AS TO FORM:

by: _____
Larry D. Rains, City Manager

by: _____
Brett D. Wallace, City Attorney

date: _____,

ATTEST:

Gloria Leija, City Clerk

TENANT:

The Casa Grande Roller Derby., an Arizona non-profit corporation

by: _____

Name: _____
Title: _____

date: _____, 2019

STATE OF ARIZONA)
) ss
County of Pinal)

**City Manager
Acknowledgment**

On this ____ day of _____, 2019, Larry D. Rains who acknowledged himself to be the Casa Grande City Manager personally appeared before the undersigned and that he, as such City Manager, being authorized to do so, executed this Lease Agreement between the City and The Casa Grande Roller Derby (identified in City of Casa Grande records as C.G. Contract no. _____) in the capacity therein stated and for the purposes therein contained by signing his name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires:

DRAFT

STATE OF ARIZONA)
) ss
County of Pinal)

**The Casa Grande Roller Derby
Acknowledgment**

On this ____ day of _____, 2019, Tenant, who acknowledged herself to be the Executive Director of Casa Grande Roller Derby, personally appeared before the undersigned and that he as such Officer being authorized so to do, executed the Lease Agreement between the City and The Casa Grande Roller Derby (identified in City of Casa Grande records as C.G. Contract no. ____) in the capacity therein stated and for the purposes therein contained by signing his name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires:

DRAFT