

LEASE AGREEMENT
[1710-12 E. 18th Street]

THIS LEASE, is made on this _____ day of October, 2022 by and between the **City of Kansas City, Missouri, a Missouri constitutionally chartered municipal corporation**, party of the first part, hereinafter called the “**Lessor**” or “**City**”, and **R & R Creations LLC**, party of the second part, hereinafter called “**Lessee**”. (Collectively, the Lessor and the Lessee may be referred to herein as the “**Parties**”.) The Parties hereby agree as follows:

1. PREMISES. Lesser hereby grants to said Lessee the right to occupy and use, subject to terms and conditions hereinafter stated, the following described premises: Approximately 2,600 square feet at 1710-12 East 18th Street, Kansas City, Jackson County, Missouri 64108, (“**Premises**”).

2. TERM. The term of this Lease shall be for a period of five (5) years beginning **November 1, 2022 and ending November 30, 2027** (“**Term**”), subject to the provisions of this Lease Agreement.

3. RENT. During the Term, Lessee shall, pursuant to the Lease, pay a monthly rent of Two Thousand Six Hundred Dollars (\$2,600.00) per month. Additionally, to resolve their delinquent rent amount of \$41,127.43 from their previous Lease Agreement that expired on September 30, 2022 (“**Original Lease**”), Lessee shall pay an additional Six Hundred Eighty-Five Dollars and Forty-Five Cents (\$685.45) per month or until the outstanding amount is paid.

Total rent due during the sixty (60) month Lease is One Hundred Ninety-Seven Thousand One Hundred Twenty-Seven Dollars (\$197,127.00). A rent schedule outlining Lessee’s monthly payments is attached hereto and incorporated herein as **Exhibit A**.

The rent shall be paid through the online payment portal available at www.kcmo.gov.

Three options for online payment:

- 1.) Enter your credit card information
- 2.) Enter your checking account information
- 3.) Set up recurring payments

(Please NOTE, you will need to create an account to use the recurring feature. A convenience fee will be charged for all online payments and paid to NCR Payments Inc. in the amount of .50 cents for e-check payment or 2 percent plus .25 cents for credit card payment. This fee is not paid to the City of Kansas City, Missouri.)

5. USE OF PREMISES. The premises shall be used for the purpose of offices and for planning, organizing, and holding events including events with catered drink and food service, and no other use, unless specifically authorized by the Lessor through its Director of General Services.

6. ACCEPTANCE, MAINTENANCE AND REPAIR. Lessee has inspected and knows the condition of the Premises and accepts the same in their present (subject to ordinary wear, tear and deterioration in the event the term commences after the date hereof and to the rights of present or former occupant or occupants, if any, to remove reasonable moveable property), including the interior walls. Lessee will return the premises to the Lessor, undamaged except for reasonable wear and tear.

7. HAZARDOUS SUBSTANCES AND WASTES. Lessee agrees that it will not keep, ship to, ship from, permit or generate any Hazardous Material on the Leased Premises without the express consent

of the Lessor. "Hazardous Material" shall mean (i) "Hazardous Substances" as defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601 et seq.; (ii) "Hazardous Wastes", as defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Sections 6902 et seq.; (iii) "Hazardous Waste," as that term is defined by the Missouri Hazardous Waste Management Law, RSMO Section 260.350, et seq.; (iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any other applicable federal, state or local law, regulation, ordinance or requirement (including consent decrees and administrative orders) relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended; (v) more than 100 gallons of crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60) degrees Fahrenheit and 14.7 pounds per square inch absolute, except for 2000 gallons of recycled oil used for the purpose of heating the premises; (vi) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C S 2011 et seq., as amended or hereafter amended; and (vii) asbestos in any form or condition.

8. POSSESSION AT BEGINNING OF TERM. Lessor took possession of the premises at the commencement of the term of the Original Lease and has maintained possession during the holdover period when the Original Lease expired and the execution of this Lease.

9. QUIET ENJOYMENT. Lessor covenants and agrees that the Lessee on paying the rents and observing and keeping the covenants, agreements and stipulations of this lease agreement, on its part to be kept, shall lawfully, peacefully and quietly hold, occupy and enjoy said demised Premises during the demised term without hindrance, objection or molestation.

10. LESSOR'S RIGHT OF ENTRY. Lessor or Lessor's agent may enter the Premises at reasonable hours to examine the same, to do anything Lessor may be required to do hereunder or which Lessor may deem necessary for the good of the Premises and (during the last 60 days of the Lease only) to display the property to prospective tenants.

11. UTILITIES AND SERVICES. Lessee shall pay for all gas and electricity from the commencement of the term and delivering possession. Trash removal and cleaning for leased space will be responsibility of Lessee. Any other services needed with respect to the Lessee's use of the Premises will be the responsibility of Lessee.

12. ALTERATIONS. Lessee shall not make any material alterations or additions (hereinafter "Improvements") in or to the Premises, without the prior written consent of Lessor. Such consent shall not be unreasonably withheld. Lessee shall make or cause Lessee's Contractor to make all approved improvements in accordance with all applicable Federal, State and Local laws.

13. SIGNS AND ADVERTISEMENTS. Lessee shall not put upon, nor permit to be put upon, any part of the Premises, any signs, billboards or advertising whatever, without written consent of Lessor's Director of General Services or their designee.

14. RECYCLING. It is the established policy of the City to promote environmentally sound business practices. Lessee agrees, where reasonable and practicable, to incorporate similar practices in its operations on the Premises including, but not limited to, encouraging recycling.

15. AMERICANS WITH DISABILITIES ACT. The Lessee agrees to comply with all provisions, where applicable, of the Americans with Disabilities Act, as amended from time to time during the course of this Lease.

15. INSURANCE: Lessee shall procure and maintain in effect throughout the duration of this Lease insurance coverage not less than the types and amounts specified in this section. In the event that additional Insurance, not specified herein, is required during the Term of this Lease, Lessee shall supply such insurance at City's cost. Policies containing a Self-Insured Retention will be unacceptable to City.

- a. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an occurrence basis. The policy shall be written or endorsed to include the following provisions:
 1. Severability of Interests Coverage applying to Additional Insureds
 2. Contractual Liability
 3. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 4. No Contractual Liability Limitation Endorsement
 5. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.
- b. Workers' Compensation / Statutory Employers Liability with limits of:
 1. \$100,000 per accident
 2. \$500,000 disease, policy limit
 3. \$100,000 disease, each employee
- c. Lessee agrees to carry property insurance for leased portion of premises and shall be on a replacement cost basis. Lessee is responsible for carrying their own personal property insurance.

Lessee shall furnish certificates including required endorsements and additional insureds as described below to the Lessor for insurance as specified herein. In the event of Lessee' failure to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. **Delivery of such certificates to Lessor shall be a condition precedent to Lessee's right to go upon the Premises.** All such insurance policies shall provide that City and its agencies, officials, officers and employees, when acting within the scope of their authority, will be named as additional insureds for the services under this lease. All insurance must be written by companies that have an A.M. Best's rating of A- V or better, and are leased or approved by the State of Missouri to do business in Missouri. They shall require ten (10) days prior written notice to both parties hereto of any reduction in coverage or cancellation.

17. DAMAGE BY CASUALTY. In case, during the term created or previous thereto, the Premises hereby let, shall be destroyed or shall be so damaged by fire or other casualty, as to become not tenantable, then in such event, at the option of the Lessor, the term hereby created shall cease, and this

Lease shall become null and void from the date of such damage or destruction and the Lessee shall immediately surrender said Premises and all interests therein to Lessor and Lessee shall pay rent within said term only to the time of such surrender; provided, however, that Lessor shall exercise such option to so terminate this Lease by notice in writing, delivered to Lessee within sixty days after such damage or destruction. In case Lessor shall not so elect to terminate this Lease, in such event, this Lease shall continue in full force and effect and the Lessor shall repair the Leased Premises with all reasonable promptitude, placing the same in as good a condition as they were at the time of the damage or destruction, and for that purpose may enter said Premises and rent shall abate in proportion to the extent the Premises are untenable and the duration of time the Premises are not tenantable. In either event, Lessee shall remove all rubbish, debris, merchandise, furniture, equipment and other of its personal property, within ten days after the request of the Lessor. If the Leased Premises shall be slightly injured by fire or the elements, so as not to render the same not tenantable and unfit for occupancy, then the Lessor shall repair the same with all reasonable promptitude, and in that case, the rent shall not abate. No compensation or claim shall be made by or allowed to the Lessee by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the Leased Premises, however the necessity may occur.

18. SUBROGATION. As part of the consideration for this Lease, each of the parties hereto does hereby release the other party hereto from all liability for damage due to any act or neglect of the other party (except as hereinafter provided), occasioned to property owned by said parties which is or might be incident to or the result of a fire or any other casualty against which loss either of the parties is carrying insurance at the time of the loss; provided however, that the releases herein contained shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties hereto, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

19. INDEMNITY AND PUBLIC LIABILITY. The Lessee shall defend and indemnify, hold harmless, protect and save the Lessor and all of its officers and employees harmless from and against any and all actions, suits, proceedings, claims and demands, loss, liens, cost, expense, including legal fees, and liability of each kind and nature whatsoever ("claims") for the injury to or death of persons or damage to property, including property owned by the Lessor and from any and all other claims whether in equity or in law asserted by others, which may be brought, made, filed against, imposed upon or sustained by the Lessor, its officers or employees, and that may, in whole or in part, arise from or be attributable to or be caused directly or indirectly by (i) any wrongful act or omission of Lessee, its officers, agents, employees, including volunteers, contractors, patrons, lessees or invitees; (ii) any violation of law, ordinance or governmental regulations or orders of any kind; or (iii) the negligent performance by the Lessee, its officers, agents, employees, including volunteers or sublessees or subcontractors of any authorized or permitted act contemplated by this Agreement; or (iv) any contaminating materials in and around the subject property.

20. DAMAGE TO PROPERTY ON PREMISES. Lessee agrees that all property of every kind and description kept, stored or placed in or on the Premises shall be at Lessee's sole risk and hazard and that Lessor shall not be responsible for any loss or damage to any of such property resulting from fire, explosion, water, steam, gas, electricity or the elements, whether or not originating on the Premises.

21. EMINENT DOMAIN. If the Premises or any substantial part thereof shall be taken by any competent authority under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the term of this Lease shall cease and terminate upon the date when the possession of

said premises or the part thereof so taken shall be required for such use of purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of Lessor's building or the land under it or if the grade of any street or alley adjacent to the building is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the building to conform to the changed grade, either party shall have the right to cancel this Lease after having given written notice of cancellation to the other party not less than ninety (90) days prior to the date of cancellation designated in the notice. In either of said events, rent at the then current rate shall be apportioned as of the date of termination. No money or other consideration shall be payable by the Lessor to the Lessee for the right of cancellation. Nothing in this paragraph shall preclude an award being made to Lessee for loss of business or depreciation to the cost or removal of equipment or fixtures.

22. PUBLIC REQUIREMENTS. Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof and save Lessor harmless from expense or damage resulting from failure to do so.

23. ASSIGNMENT AND SUBLEASE. Lessee shall not assign, transfer, or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Lessor. Lessor retains the right to withhold its consent for any assignment, transfer or sublease for any reason whatsoever, including limiting the type of use or number of similar subleases on Premises at any given time. Any sublease of Premises must contain a subrogation provision and an indemnity provision that mirrors the language of Sections 18 and 19 of this Lease, with Sublessee indemnifying Lessor. Sublessee also shall require any Sublessee to obtain insurance coverage in amounts equal to those in Section 16 of this Lease and naming Lessor as an additional insured. Lessee understands, however, that in the event of a sublease, Lessee is still responsible for complying with all terms of this Lease.

24. RECORDING. Lessee shall not, without the prior written approval of Lessor, record this Lease or cause it to be recorded. In the event that Lessee does cause it to be recorded, Lessor may terminate the Lease, upon thirty days' notice, at its sole option.

25. FIXTURES. Upon the termination of this Lease or before, the Lessor will permit the Lessee or its agents to enter the Premises and remove any and all **non-realty** items that have been contributed or consigned to the Lessee. Non-realty items are defined as items not permanently attached to the structure and removable without significant damage such as drapes, furnishings, and portable appliances.

26. SURRENDER AT END OF TERM. At the expiration of the Initial Term hereby created, or the First Renewal Term if the Lease is renewed, the Lessor or his agent shall have the right to enter and take possession of the Leased Premises, and the Lessee agrees to deliver same without process of law, and the Lessee shall be liable to Lessor for any loss or damage, including attorney's fees and court costs incurred, as a result of Lessee's failure to comply with the terms hereof.

27. HOLDING OVER. Any holding over by Lessee after the expiration of the Term, or any lawful extension thereof, shall be construed to be a tenancy from month to month at a monthly rental equal to two hundred percent (200%) of the rent payable during the last month immediately prior to the expiration of the term and shall otherwise be on the terms and conditions herein specified. Nothing herein set out shall be construed to authorize any such holding over.

28. DEFAULT. If default is made in the payment of any installment of rent on the due date thereof, or if Lessee shall default in the performance of any other agreement (other than payment of rent) in this Lease and such default (other than payment of rent), continues for ten days after written notice thereof, or if the Premises be vacated or abandoned, then in any such event this Lease shall terminate, at the option of the Lessor, and Lessor may re-enter the Premises and take possession thereof, with or without force or legal process and without notice or demand, the service of notice, demand or legal process being hereby expressly waived, and upon such entry, as aforesaid, this Lease shall terminate and the Lessor may exclude Lessee from the Premises, changing the lock on the door or doors if deemed necessary, if applicable, without being liable to Lessee for any damages or for prosecution therefor; Lessor's rights in such event may be enforced by action in unlawful detainer or other proper legal action, and the Lessee expressly agrees, notwithstanding termination of this Lease and re-entry by the Lessor that the Lessee shall remain liable for a sum equal to the entire rent payable to the end of the Term hereof and shall pay any loss or deficiency sustained by the Lessor on account of the Premises being let for the remainder of the original term for a less sum than before. Lessor, as agent for Lessee, without notice may re-let the Leased Premises or any part thereof for the remainder of the Term or for any longer or shorter period as opportunity may offer, and at such rental as may be obtained, and Lessee agrees to pay the difference between sum equal to the amount of rent payable during the residue of the Term and net rent actually received by the Lessor during the Term after deducting all expenses of every kind for repairs, recovering possession and reletting the same, which differences shall accrue and be payable monthly.

All property of the Lessee which is now or may hereafter be at any time during the Term of this Lease in or upon said Premises, whether exempt from execution or not, shall be bound by and subject to a lien for the payment of the rent herein reserved, and for any damages arising from any breach by the Lessee of any of the covenants or agreements of this Lease to be performed by Lessee. In the event of default by Lessee in the payment of rent or otherwise, Lessor may foreclose such lien and take possession of said property or any part or parts thereof and sell or cause the same to be sold, at such place as Lessor may elect, at public or private sale, with or without notice, to the highest bidder capable of paying the bid price, and apply the proceeds of said sale to pay the costs of taking possession of and selling said property, then owed toward the debt and/or damages as aforesaid. Any excess of the proceeds of said sale over said costs, debt and/or damages shall be paid to Lessee. Any such sales shall bar any right of redemption by Lessee.

29. WAIVER. The rights and remedies of the Lessor under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by Lessor of any breach or breaches, default or defaults, of this Lease hereunder shall not be deemed or construed to be a continuing waiver of such breach or default not as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by Lessor of any installment of rent subsequently to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the due date thereof. No receipt of money by Lessor after the termination in any way of this Lease shall reinstate, continue or extend the term above demised.

30. BANKRUPTCY. Neither this Lease nor any interest therein nor in any estate hereby created shall pass to any trustee receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or otherwise by operation of law during the term of this lease or any renewal thereof.

31. NOTICE. Any notice hereunder to Lessee shall be sufficient if sent by U.S. Mail, postage prepaid, addressed to Lessee:

**Shalonda Willis Howard
R & R Creations LLC
1710 E. 18th Street
Kansas City, MO 64108**

Addressed to Lessor:

**Manager of Real Estate
GSD – Real Estate Services
11th Floor, City Hall
414 E. 12th Street
Kansas City, MO 64106**

32. COVENANTS TO RUN WITH THE PREMISES. The covenants herein contained shall run with the Premises hereby let and bind the heirs, executors, administrators, assigns and successors of the Lessor and Lessee respectively and consent of Lessor to assignment, and acceptance of rent from assignee of the Lessee shall not release the Lessee from their obligation to pay rent and comply with the other conditions of this Lease.

33. ENTIRE AGREEMENT. This Lease Agreement contains the entire agreement between the parties, and no modification of this Lease Agreement shall be binding upon the parties unless evidence by an agreement in writing signed by the Lessor and the Lessee after the date hereof.

34. APPROVAL BY CITY COUNCIL. This Lease is not effective until ten (10) working days after approval by the City Council by way of an approved ordinance.

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IN WITNESS WHEREOF, each party hereto has caused this Lease to be executed on behalf of such party by an authorized representative as of the date first set forth above.

LESSEE: R & R Creations LLC

BY: _____

Print Name: _____

Date: _____

LESSOR:

CITY OF KANSAS CITY, MISSOURI
A Constitutionally Chartered Municipal
Corporation of the State of Missouri

BY: _____

Yolanda McKinzy

Director, General Services City of Kansas City, MO

DATE: _____

APPROVED AS TO FORM & LEGALITY

BY: _____

Julian Langenkamp, Assistant City Attorney

DATE: _____

EXHIBIT A

RENT SCHEDULE

MONTH	RENT AMOUNT
November 2022	\$3,285.45
December 2022	\$3,285.45
2023	
January 2023	\$3,285.45
February 2023	\$3,285.45
March 2023	\$3,285.45
April 2023	\$3,285.45
May 2023	\$3,285.45
June 2023	\$3,285.45
July 2023	\$3,285.45
August 2023	\$3,285.45
September 2023	\$3,285.45
October 2023	\$3,285.45
November 2023	\$3,285.45
December 2023	\$3,285.45
2024	
January 2024	\$3,285.45
February 2024	\$3,285.45
March 2024	\$3,285.45
April 2024	\$3,285.45
May 2024	\$3,285.45
June 2024	\$3,285.45
July 2024	\$3,285.45
August 2024	\$3,285.45
September 2024	\$3,285.45
October 2024	\$3,285.45
November 2024	\$3,285.45
December 2024	\$3,285.45
2025	
January 2025	\$3,285.45
February 2025	\$3,285.45
March 2025	\$3,285.45
April 2025	\$3,285.45
May 2025	\$3,285.45
June 2025	\$3,285.45
July 2025	\$3,285.45
August 2025	\$3,285.45
September 2025	\$3,285.45
October 2025	\$3,285.45
November 2025	\$3,285.45
December 2025	\$3,285.45
2026	
January 2026	\$3,285.45
February 2026	\$3,285.45

March 2026	\$3,285.45
April 2026	\$3,285.45
May 2026	\$3,285.45
June 2026	\$3,285.45
July 2026	\$3,285.45
August 2026	\$3,285.45
September 2026	\$3,285.45
October 2026	\$3,285.45
November 2026	\$3,285.45
December 2026	\$3,285.45
2027	
January 2027	\$3,285.45
February 2027	\$3,285.45
March 2027	\$3,285.45
April 2027	\$3,285.45
May 2027	\$3,285.45
June 2027	\$3,285.45
July 2027	\$3,285.45
August 2027	\$3,285.45
September 2027	\$3,285.45
October 2027	\$3,285.45
November 2027	\$3,285.45
TOTAL: 5 YEARS (60 MONTHS)	\$197,127.00