

SHORT-TERM LEASE AGREEMENT

THIS SHORT-TERM LEASE AGREEMENT ("lease") is made and executed on the 22nd day of March, 2023, by and between CLARINDA COMMUNITY SCHOOLS, having its principal office at 423 East Nodaway, Clarinda, Iowa 51632 ("Landlord"), and STEINBECK AND SONS, an Iowa business, having its principal office at 69888 612th St., Griswold, Iowa 51535, ("Tenant").

The parties hereby agree as follows:

1. **DEMISE, DESCRIPTION, AND USE OF PREMISES.** Landlord leases to Tenant and Tenant hires from Landlord, for the purpose of conducting in and on such premises sales of products and services to Tenant's customers, and for no other purpose, those certain premises with the appurtenances, situated in the City of Clarinda, County of Page, State of Iowa, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Premises").
2. **TERM.** The initial term of this lease shall be for four (4) months, then on a monthly basis until Tenant or Landlord gives notice of termination, commencing on March 23, 2023. Tenant may terminate this Lease at any time during the term upon at least thirty days prior written notice to Landlord.
3. **RENT.** Tenant shall pay to Landlord \$1500.00 per month as rent, on or before the first day of each month during the term. Partial months shall be prorated.
4. **USES, WASTE AND NUISANCES PROHIBITED.** Tenant shall not use, or permit the Premises, or any part of the Premises, to be used, for any purpose or purposes other than the purpose or purposes for which the Premises are leased under this lease agreement. During the term of this lease, Tenant shall comply with all applicable laws affecting the demised premises. Tenant shall not commit, or suffer to be committed, any waste on the demised premises, or any nuisance.
5. **MAINTENANCE.** Tenant shall, throughout the term of this lease agreement, at its own cost, and without any expense to Landlord, keep the Premises in clean and safe condition, and repair any damage caused by Tenant, its employees and customers; provided, however, Landlord and Tenant hereby agree that Tenant is not required to make any repairs, replacements, modifications or additions to the Premises or the building or property upon which the Premises is located, except as specifically required herein. Landlord shall keep the parking lot and building entry, to the extent not part of the Premises, in good and clean condition and repair, including without limitation, snow and ice removal, at all times during the term, at Landlord's sole cost and expense.

6. UTILITIES. Landlord shall provide all water, gas, heat, light, power, and other public utilities of every kind furnished to the premises throughout the term of this lease, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the Premises and all activities conducted on the premises, shall be furnished by Tenant, at Tenant's expense.
7. INDEMNIFICATION. Landlord and Tenant agree to indemnify and defend each other against and to hold each other harmless from any and all claims, demands, causes of action, damages, losses, costs, expenses, or other liability (including reasonable attorneys' fees) arising from or based upon any alleged act, omission, or negligence of the indemnifying party or its contractors, concessionaires, licensees, agents, servants, invitees, employees, or anyone else for whom the indemnifying party may be or is alleged to be responsible. For purposes of clarification, but not in limitation, of the foregoing, it is specifically acknowledged that Landlord shall indemnify, defend and hold Tenant harmless from and against any allegations of negligence arising out of (a) any portion of the property and building, including the parking area, not included in the Premises for which Landlord has the obligation to maintain, unless any such allegation is the result of an intentional act of Tenant.
8. INSURANCE.
 - (i) Tenant, at its expense at all times during the term of this lease and any other period of occupancy of the Premises by Tenant, shall provide and maintain with respect to the Premises commercial general liability insurance in the form customarily written for the protection of owners, landlords, and tenants of real estate, which insurance shall provide coverage of not less than \$2,000,000.00 for injury or death resulting from one (1) accident or occurrence and not less than \$1,000,000.00 for property damage. Landlord shall be named as an additional insured under all such policies.
 - (ii) Landlord, at its expense at all times during the term of this lease and any other period of occupancy of the Premises by Tenant, shall provide and maintain with respect to the building and property, commercial general liability insurance in the form customarily written for the protection of owners, landlords, and tenants of real estate, which insurance shall provide coverage of not less than \$2,000,000.00 for injury or death resulting from one (1) accident or occurrence and not less than \$1,000,000.00 for property damage. Tenant shall be named as an additional insured under all such policies.
9. ATTORNEY FEES. If any action at law or in equity shall be brought to recover any rent under this lease agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this lease agreement, or for the recovery of the possession of the demised premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorney

fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

10. REDELIVERY OF PREMISES. At the expiration or earlier termination of this lease agreement, Tenant shall peaceably and quietly quit and surrender to Landlord the premises in good order and condition.
11. WAIVER. The waiver by Landlord of, or the failure of Landlord to take action with respect to any breach of any term, covenant, or condition contained in this lease agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this lease agreement.
12. TIME OF THE ESSENCE. Time is of the essence of this lease agreement, and of each and every covenant, term, condition, and provision of this lease agreement.
13. GOVERNING LAW. It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa.
14. ENTIRE AGREEMENT. This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this agreement.

[SIGNATURES ON FOLLOWING PAGE]

In witness whereof, each party to this agreement has caused it to be executed the date and year first written above.

LANDLORD:
CLARINDA COMMUNITY SCHOOLS

TENANT:
STEINBECK AND SONS

By: _____
_____ (print name)

_____David Steinbeck, Manager

Its: _____

EXHIBIT "A" DESCRIPTION OF THE PREMISES

Approximately _____ sq. ft. of the building located at 1180 South 16 Street, Clarinda, Iowa 51632, with a floor plan showing the Premises as follows:

[TO BE ADDED]

EXHIBIT "A"