

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 26 day of Feb, 2024, by and between **Muskogee County Emergency Medical Service** (the "Lessor") and **Board of County Commissioners of Muskogee County** (the "Lessee").

Section 1. Premises

In consideration of the rent hereinafter reserved and of the covenants hereinafter contained, Lessor does hereby lease to the Lessee, and Lessee does hereby lease from the Lessor, that certain building located at 422 N Cherokee, Muskogee OK.

Section 2. Term

The term of this Lease (the "Term") shall commence upon execution by all parties (the "Commencement Date") and shall terminate at 11:59 PM Oklahoma time on June 30, 2024 (the "Termination Date"). Provided, this Lease may return for an unlimited number of successor 1-year periods (the "Successor Terms") on the same conditions as provided for herein until either party give the other party 30-days advance written notice to the contrary.

Section 3. Rent

Lessee hereby covenants and agrees to pay to Lessor as rent for the Premises (all of which is collectively referred to as "Rent") a basic rent in the sum of One Dollar (\$1.00) payable in advance of the first day of the Term. Basic Rent as provided for under this Lease shall be paid prompt and when due, in cash or by check, in lawful money of the United States, without notice or demand and without deduction, diminution, abatement, counterclaim or set-off of any amount or for any reason whatsoever payable to the Lessor.

Section 4. Use of Premises

Lessee covenants to use the Premises only in accordance with all applicable zoning and other governmental regulations. Lessee, at its own expense, shall comply with and promptly carry out all orders, requirements, and conditions imposed by ordinances, laws, and regulations of all governmental authorities having jurisdiction over the Premises, which are occasioned by or required in the conduct of Lessee's business within the Premises and to obtain all licenses, permits, and the like required to permit Lessee to occupy the Premises. Lessee accepts the Premises and the rest of the Building from the Lessor in "as is" condition, except to the extent specifically provided elsewhere in the Lease. Lessee shall not permit the Premises, or any part thereof, to be used for any disorderly, unlawful, or hazardous purpose, nor as a source of annoyance or embarrassment to the Lessor or other tenants, nor for any purpose than herein before specified.

Section 5. Repairs and Maintenance

Lessee agrees to maintain the Premises in good order and repair during the Term. Lessor shall not be liable to Lessee for any damage or inconvenience and Lessee shall not be entitled to any abatement or reduction of Rent by reason of any repairs, alternations, or additional made by Lessor under this Lease.

Section 6. Utility Services

Lessee shall pay all costs occasioned by the usage of utility services of whatsoever kind, capital improvements necessary to obtain access to such utility services at a rate necessary for ordinary office use excepted. Lessee hereby acknowledges and agrees that Lessor shall not be liable in any way for any damage or convenience caused by the cessation or interruption of heating, air condition, utility services occasioned by fire, accident, strikes, necessary maintenance, alterations or repairs, or other causes beyond Lessor's control and Lessee shall not be entitled to any abatement of Rent by reason thereof.

Section 7. Alterations

Lessee shall not paint the Premises or make any alterations, additions, or other improvements in or to the Premises or to install any equipment of any kind that shall require any alterations or additions or affect the use of the Building's water system, heating system, plumbing system, air-conditioning system, electrical system or other mechanical system, or install any telephone antennae on the roof, in the windows or upon the exterior of the Building without the prior written consent of Lessor. If any such alterations or additions are made by Lessee without Lessor's consent, Lessor may correct or remove them and Lessee shall be liable for any and all costs and expenses incurred by Lessor in the correction or removal of such work.

Section 8. Assignment and Subletting

Lessee shall not assign, transfer, mortgage or encumber this Lease or sublet the Premises without obtaining prior written consent of Lessor, nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise without the prior written consent of Lessor. Such case, such consent may be withheld in the sole and absolute subjective discretion of Lessor.

Section 9. Right of Access

Lessor may, at any time during the Term, during reasonable business hours enter either (i) to view the Premises to show the same to others, including prospective tenants, (ii) to facilitate repairs to the Building, or (iii) to remove, without being held responsible thereof, placards, signs, lettering, window or door coverings and the like not expressly consented to by Lessor. Provided, if Lessee shall vacate the Premises during the last month of the Term, Lessor shall have unrestricted right to enter the same after Lessee's moving to commence preparations for the succeeding tenant or for any other purpose whatsoever, without affecting Lessee's obligation to pay rent for the full Term.

Section 10. Miscellaneous

- A. LESSEE AND LESSOR EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE.
- B. It is understood and agreed by and between the parties hereto that this Lease contains the final and entire agreement between said parties, and that they shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not herein contained. This Lease may not be modified orally or in any manner other than by written agreement signed by the parties hereto.

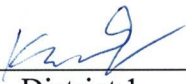
- C. Whenever a period of time is herein prescribed for action to be taken by Lessor, Lessor shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of Lessor.
- D. All times, whenever stated in this Lease, are declared to be of the essence of this Lease.

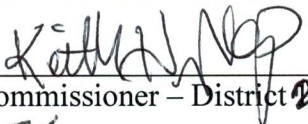
Section 11. Governing Law

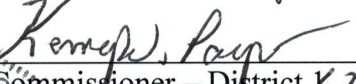
This Lease shall be construed and governed by the laws of the State of Oklahoma without regard for its conflict of laws principles. Should any provision of this Lease and/or its conditions be illegal or not enforced under the laws of said state, it or they shall be considered severable and the Lease and its conditions shall remain in force and be binding upon the parties hereto as though the said provision had never been included.

IN WITNESS WHEREOF, Lessor has hereunto set its hand and seal, or has caused its name to be hereunto subscribed and Lessee has hereunto set its hand and seal, or has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed and attested by its duly authorized officers, as the case may be, as of the day and year first above written.


APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF MUSKOGEE COUNTY



 Commissioner – District 1


 Commissioner – District 2


 Commissioner – District 3

Attest:


 County Clerk



APPROVED BY THE BOARD OF TRUSTEES OF MUSKOGEE COUNTY EMERGENCY MEDICAL SERVICE

Attest: _____ Board Chair

 Secretary