

STORAGE UNIT LEASE

City of Gothenburg, Nebraska (the “Lessor”), a body corporate and politic, having its principal place of business at 409 9th Street, Gothenburg, Nebraska, 69138; and Farmacy, LLC (the “Lessee”), a Limited Liability Corporation, whose mailing address is/principal office is: PO Box 362, Gothenburg, NE 69138

Phone Number: 308-529-3072 (Cell); 308-537-4412 (Office)

IN WITNESS, WHEREOF, in consideration of the premises, the mutual covenants contained herein, and other good valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Lease of Storage Area.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor Unit # 600, the “Leased Premises”), as shown in Exhibit A, located in Building No.600, as shown on the approved Airport Layout Drawing (a Storage Unit), at Gothenburg Municipal Airport, Quinn Field in Gothenburg, NE 69138 (the “Airport”), for storing personal items and other articles.

2. **Leased Premises.** The area comprising the Leased Premises shall be only the area within the leased space.

3. **Permitted Uses.**

a. Storage of personal/business items including vehicles, lockboxes, storage bins, crates, boxes, tools, parts, and other articles may be stored on the Leased Premises.

b. The Lessee agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Gothenburg Nebraska Airport Authority, Quinn Field Airport at Gothenburg, NE or on the Leased Premises and not to use the Leased Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

4. **Term.** The Term of this Lease Agreement is for a period of one (1) year commencing January 1, 2025. Commencement date is the first day of each month, and lease payments, as set forth below, will not be pro-rated for partial months. This Lease Agreement will automatically renew on a month-to-month basis upon completion of the initial term unless sooner terminated in accordance with the terms of this Lease Agreement.

5. **Termination.** Either party may terminate this Lease Agreement upon 30 days’ prior written notice.

6. **Lease Amount and Payment.**

a. The Lease Amount is \$ 1526 per month for the Leased Premises, due and payable on the first of each month.

b. A security/cleaning deposit of \$ 1526 must be paid upon execution of this Lease Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the Lease Agreement.

c. All lease payments and deposits are to be made Payable to the City of Gothenburg, Nebraska, 409 9th Street, Gothenburg, Nebraska, 69138. An additional fee for returned checks in the amount of \$30 will be assessed for any payment not honored by the issuing financial institution.

d. Rental Payments not received in full by the twelfth (12th) of the month will be subject to a late fee of ten percent (10%) of the unpaid rent. If the Lease Amount is delinquent by thirty (30) days or more, the Lessee will be in default, and this Lease Agreement will automatically terminate. As a penalty, Lessor reserves the right to seek damages for unpaid rent and any necessary repairs to the Leased Premises. Upon termination, the Lessor may apply the security deposit, and any interest accrued thereon and not paid over the Lessee, to any or all damages sustained and any Lease Amount past due.

e. At any time after termination due to default, Lessor may resume possession of the Leased Premises by any lawful means.

f. Termination by Lessee without the required thirty (30) days notice will result in forfeiture of the Lessee's security deposit.

7. Right of Ingress and Egress. Lessee shall have the right of ingress to and egress from the leased Premises, provided access to the airfield is not otherwise reasonably restricted by the Lessor. The Lessee understands that the Airport may be closed on a temporary basis and/or that airport use restrictions may be imposed, from time to time, for reasons including, but not limited to, hazardous conditions, special events, safety, security, noise, and environmental issues. In addition, the Lessee shall comply with any safety and security planning efforts reasonably adopted by the Lessor.

8. Conditions.

a. The Leased Premises is to be maintained by Lessee in a good state of repair and in the same condition, with exception of normal wear and tear; as of the day Lessee took possession of the Leased Premises, or as upgraded during the term of this Lease Agreement.

b. Lessee will be responsible for the clean up of any hazardous or other material spills from Lessee's vehicles, or containers.

c. The Leased Premises may not be sublet or assigned without the prior written consent of the Lessor.

d. Lessee may not make alterations, additions, or improvements to or about the Leased Premises, without the written consent of Lessor.

e. This Lease Agreement is strictly a rental agreement and creates no rights in the Leased Premises or the Airport apart from this specifically set forth in this Lease Agreement.

f. Lessor reserves the right to inspect the Leased Premises without notice to Lessee in the event Lessor deems it appropriate for safety reasons. Inspections for other purposes shall be on 10 days advance written notice mailed to the address shown hereon.

g. Lessee understands that it is possible that, in the future, the airport may revert to the federal government. To the extent that Lessee's rights to the Leased Premises are affected by such reversion, Lessee agrees to seek redress from the federal government.

h. Lessee and Lessor shall be responsible for maintenance and repairs to the Leased Premises as set forth below:

I. Lessee shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the Lessee, its agents, employees, or guests. Such repairs shall be undertaken by the Lessor, and Lessee will be assessed the amount of the repairs and will be required to immediately remit payment.

II. General Maintenance and repair of the storage unit, not caused by negligence or willful misconduct of the Lessee, its agents, employees, or guests, will be the responsibility of Lessor.

i. Keys. Lessor will provide Lessee with 2 keys to access the storage space.

I. The keys shall be issued upon submission of all to the information and copies of documents required by this Lease Agreement, and required deposits, and first month's rent. Keys are to be returned to the Airport Manager upon termination of this Lease Agreement. If a key(s) is/are lost or stolen, this should be immediately reported to the Airport Manager. Lessee is responsible to replace such key(s).

9. Default. Except as provided above in paragraph 6, if Lessor defaults in the performance of its duties or obligations as required under the terms of this Lease Agreement, and if Lessor fails to remedy any such default in a manner reasonably satisfactory to Lessee within fourteen (14) days following receipt of Lessee's written notice by mail or personal delivery to remedy said default, Lessee may immediately terminate this Lease Agreement, with written notice to Lessor. If Lessee defaults in the performance of its duties or obligations as required under the terms of the Lease Agreement, and if Lessee fails to remedy any such default in a manner reasonably satisfactory to Lessor within fourteen (14) days following receipt of Lessor's written notice to remedy said default, Lessor may immediately terminate this Lease Agreement, with written notice to Lessee.

10. Indemnification. Lessee agrees to indemnify, defend and hold Lessor harmless from and against all injury, loss, damage, liability claims, costs or expenses, including reasonable attorneys' fees and courts costs, arising directly or indirectly out of the use, maintenance, or repair of the Leased Premises by Lessee or Lessee's breach of any provision of this Agreement, except to the extent attributable to the intentional act or omission of Lessor, its employees, agents or independent contractors.

11. Surrender of Possession. On the expiration or other termination of this Lease Agreement, Lessee's rights to use the Leased Premises shall cease and Lessee shall immediately vacate the Leased Premises and surrender all keys. If Lessee remains on the Leased Premises beyond the expiration or other termination date, Lessee shall be considered as holding over, and shall remain liable for payment of the Lease Amount, and for complying with all the terms of this Lease Agreement. Lessor retains the right to take any lawful action to regain possession of the Leased Premises, except as otherwise provided in this Lease Agreement, all fixtures, improvements, equipment, and other property bought, installed, erected, or placed in the Leased Premises by the Lessee shall remain the property of Lessee. Lessee shall have the right to remove these fixtures, improvements, equipment and other property prior to the expiration or termination of this Lease Agreement; however, the Lessee shall be responsible for any damage caused by such removal. Title to fixtures, improvements, equipment, and other property not removed as of the expiration of termination of this Lease Agreement, shall vest in Lessor.

12. Notice. All notices and requests required or authorized under this Lease Agreement shall be in writing and sent by certified mail, return receipt requested, or hand delivered to the noticed party. Notices to Lessee shall be to the address for that party as stated in the beginning of this Lease Agreement. Notices to Lessor shall be to City Administrator, City of Gothenburg, 409 9th Street, Gothenburg, NE. 69138. The date on which any such notice is received by the addressee shall be deemed the date of notice. Should a party change addresses, that party shall notify the other party within fourteen (14) days after the change. Delivery shall be deemed complete after the 3rd attempt to deliver the same.

13. Waiver. Either party's failure to enforce any provision of this Lease Agreement against the other party shall not be construed as a waiver thereof to excuse the other party from future performance of that provision or any other provision.

14. Severability. In the event, any portion of this Lease Agreement is found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of the parties to sever only the invalid portion or provision, and that the remainder of the Lease Agreement shall be enforceable and valid, unless deletion of the invalid portion would produce a result inconsistent with the purpose and intent of the parties in entering the Lease Agreement.

15. Governing Law. This Lease Agreement will be enforced in accordance with the laws of the State of Nebraska.

16. Paragraph Heading. The headings to the paragraphs to this Lease Agreement are solely for convenience and may have no substantive effect on the Lease Agreement are not they intended to aid in the interpretation of the Lease Agreement.

17. Subordination of Agreement. This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Nebraska relative to the operation or maintenance of this airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

18. Entire Agreement. This Lease Agreement constitutes the entire agreement between the parties. Not statements, promises, or inducements made by any party to this Lease Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Lease Agreement may not be enlarged, modified, or altered except in writing signed by the parties.

19. Local Government Tort Claims Act. By entering this Lease Agreement, the Lessor and its “employees” do not waive sovereign immunity, do not waive any defenses, and do not waive any limitations of liability as may be provided for by law. No provision of this Lease Agreement modifies and/or waives any provision of any Tort Claims Act.

20. Third Party Beneficiary. It is specifically agreed between the parties executing this lease agreement that it is not intended by any of the provisions of this Lease Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligation herein without the written consent of the Lessor and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Lease Agreement.

IN WITNESS, WHEREOF, the parties hereto have executed this Lease Agreement on:

 the day, month and year first written above.

LESSOR: City of Gothenburg, for the use of a Storage unit
at Gothenburg Municipal Airport in Gothenburg, NE
69138

By: _____
City Administrator
Printed Name: _____

By: _____
LESSEE
Printed Name: _____