

CITY OF ST JOSEPH

REQUEST FOR PROPOSAL

NO RFP2023-24

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Proposals Must Be Received No
Later Than

Time: 4:00PM Date: 4/25/2023

For Information Contact

Purchasing

at (816) 271-5330

This document constitutes a request for sealed bids, including prices, from qualified individuals and organizations to furnish those services and/or items as described herein. All documents included in submission are to be of public record.

Proposals must be mailed or delivered to the Division of Purchasing, 1100 Frederick Avenue Room 201, St. Joseph, MO 64501.

Modular Trailer Lease

Please complete, sign and return this form with the proposal

Please have the Bid Name and Number on the outside of the sealed proposals.

The offeror must provide all information required in this document pursuant to the specifications attached and included herein.

The offeror hereby agrees to provide the services and/or items at the prices quoted, pursuant to the attached terms and conditions of Request for Proposal or Invitation to Bidders and Terms and Conditions of Purchase, and further agrees that when this document is countersigned by an authorized official of the City of St. Joseph, a binding contract, as defined herein, shall exist between the offeror and the City of St. Joseph.

SIGNATURE REQUIRED

Offeror's Signature: _____ Offeror's Printed Name: _____ Title : _____

Company Name: _____ Date of Proposal: _____

Mailing Address: _____ Telephone: _____

City: _____ State: _____ Zip: _____

Email Address: _____

CITY OF ST. JOSEPH
PURCHASING DIVISION
TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL
OR INVITATION TO BIDDER

1. PREPARATION OF BIDS

- a. Bidder's are expected to examine the specifications, delivery schedule, bid prices, and all instructions of the Request for Proposal or Invitation to Bid. Failure to do so will be at bidder's risk. In case of a mistake in extension, the unit price(s) will govern. In case of an identified mistake in calculation the City may, but is not obligated to, correct the calculation based on the unit price submitted by the bidder.
- b. Any manufacturer's names, trade names, brand names, information, and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. The bidder shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid on alternate brands will be received and considered in complete compliance with the specifications as listed on the bid forms.
- c. All supplies and equipment offered in a bid must be new and of current production unless the Request for Proposal or Invitation to Bidder clearly specifies that used or reconditioned supplies or equipment be offered.
- d. Firm fixed prices shall be bid and include all packing, handling, and shipping charges.
- e. Unless otherwise indicated, prices quoted shall be firm for acceptance for ninety days (90) from bid opening and for the specified contract period.

2. TAX EXEMPTION

- a. Do not bill federal tax. Certificate number 44-6000256.
Do not bill state tax. Certificate number 12493457.

3. SUBMISSION OF BIDS

- a. A bid submitted by a bidder must (1) be manually signed by the bidder on the Purchasing Division's Request for Proposal or Invitation to Bidder, (2) contain all requested information, (3) be priced as required, (4) be sealed in an envelope or container, (5) be attached to a security deposit if required, and (6) be delivered to: the Purchasing Division, 1100 Frederick Avenue, Room 201; St. Joseph, MO 64501, and officially clocked in no later than the exact time and date specified on the Request for Proposal or Invitation to Bidder.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside left corner with (1) the official Price Inquiry number and (2) the official closing date and time.
- c. Submission of this bid constitutes an assignment by the bidder to the City of all rights, title, and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Missouri, which causes of action have accrued or will accrue as the result of or in relation to the particular good or services purchased or procured by it in fulfillment of any contract with the City arising from this bid.

4. MODIFICATION OR WITHDRAWAL OF BIDS

- a. Bids may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. Written notice may be in the form of an email provided the email is actually received by the Purchasing Agent prior to the official closing date and time specified; any email that is not actually received, whether due to a delay in delivery, delivery to a filtering service that does not release the email, or other failure in delivery shall not be deemed to be a written notice of modification or withdrawal. A bid may also be withdrawn or modified in person by the bidder or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.

- b. After the official closing date and time, no bid may be modified or withdrawn.

5. BID OPENING

- a. Bid openings shall be public on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegraph, email, or telephone will not be acceptable. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

6. AWARDS

- a. Unless otherwise stated in the Price Inquiry, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received.
- c. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the Price Inquiry and (2) is the lowest and best bid, considering price, responsibility of the bidder, the best interest of the City, and all other relevant factors. When multiple bidders are equally responsible and qualified and submit equivalent bids, those bidders that are equally responsible and qualified and submit equivalent bids may be allowed to submit a subsequent lower bid price in accordance with a schedule established by the Purchasing Agent; such bid price must be submitted in a sealed envelope or container clearly marked on the outside left corner with (1) the official Price Inquiry number and (2) the closing date and time established by the Purchasing Agent; the submission may modify only the bid price.
- d. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies, or services described therein shall constitute a contract between the bidder and the City; and shall bind the bidder to furnish and deliver at the price, and in accordance with the conditions of said accepted bid and detailed specifications.
- e. The City of St. Joseph is not obligated for expenditures unless funds have been encumbered by Purchase Order or Contract. The completion of the "Notice of Award" by the City is not an authorization for shipment or to proceed with services.

7. OPEN COMPETITION

- a. It is the intent and purpose of the Purchasing Division that the Price Inquiry permits free and open competition. However, it shall be the bidder's responsibility to advise the Purchasing Division if any language, requirements, or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a bid. The notification should be received by the Purchasing Division at least ten days prior to the Price Inquiry closing date and time. The bidder may submit notification after the bid closing providing sufficient time is permitted for a thorough review by the Purchasing Division and its decision will be final.

REQUEST FOR PROPOSAL

MODULAR TRAILER OFFICE SPACE RFP2023-24

I. NAME OF SOLICITING GOVERNMENT

The City of St. Joseph, Missouri
Department of Finance, Purchasing Division
1100 Frederick Avenue
St. Joseph, MO. 64501
(816) 271-5330

The City of St. Joseph invites written proposals for the leasing of a 1,452 square foot modular trailer facility in St. Joseph, Missouri at Rosecrans Memorial Airport. The property is formally addressed as 200 NW Rosecrans Road.

- Only Lease proposals equal to or exceeding minimum standards will be considered.
- Leasing contracts will be for a one (1) year term, solely utilized for aeronautical purposes. Upon mutual agreement of the parties, the City may renew the lease for four (4) additional one (1) year periods with the same terms and conditions as proposed, including any rent escalations.
- Facility contains electrical, HVAC, water, sewer, and propane gas service. Utility service and additional future connections will be the responsibility of LESSEE. Only those lease proposals, which address the following, will be considered.
- The 1,452 SF facility contains the follow areas (approximate square footages below);
 - one room/office at 202 SF with additional 98 SF attached bathroom
 - one room/office at 125 SF
 - one room/office at 113 SF
 - a kitchen and utility area with washer/dryer hookups, and space for appliances at 291 SF
 - a dining room area at 210 SF
 - a living room area at 248 SF
 - an additional common area at 119 SF
 - a common bathroom at 47.5 SF.
- Lease will include a 10' additional land lease surrounding the structure, and possibly an automobile parking area adjacent to the facility. Lease will also require successful LESSEE to be responsible for the maintenance of the area(s) outside of the facility.

1. The lease will be for aeronautical and/or business purposes only, according to existing STJ airport minimum standards criteria, and as approved by the city.
2. The lease will be for a fair and lucrative market value, for the 1,452 SF facility, including the additional land lease, and subject to annual rental adjustments. Proposals for partial facility use of one or multiple rooms may be considered pending other interested parties.
3. Must be able to pass federal personal background check, comply with all local, state and federal rules and regulations, including FAA regulations and STJ airport rules.

II. OTHER CONDITIONS

The City reserves the right to request clarification of information submitted and to request additional information of one or more of the applicants. The City reserves the right to reject any and all proposals.

Make appointments to view the facility by calling Julius Rice, Airport Manager, at 816-271-5374.

Sample Agreement is attached for reference and may be subject to change.

III. PROPOSAL DEADLINE

Proposals shall be submitted in a sealed envelope no later than 4:00 P.M. Tuesday, April 25, 2023 to the Purchasing Office at:

City of St. Joseph
Purchasing Office - Room 201
1100 Frederick Avenue
St. Joseph, Missouri 64501

MODULAR TRAILER LEASE AGREEMENT

THIS MODULAR TRAILER LEASE AGREEMENT (hereinafter, "Lease") is made and entered into as of _____, 2023 ("Effective Date"), by and between the **City of St. Joseph, Missouri**, a municipal corporation (hereinafter, "Landlord"), and _____ (hereinafter, "Tenant") (with the "Landlord" and "Tenant" constituting the "Parties" and each, "Party").

WHEREAS, Landlord currently owns and operates the Rosecrans Memorial Airport (hereinafter, "Airport"), located in St. Joseph, Missouri; and

WHEREAS, Landlord and Tenant deem it advantageous to lease a modular trailer at the Airport with certain rights, privileges and uses described herein as necessary to conduct Tenant's aeronautical and/or other related business.

NOW THEREFORE, Landlord and Tenant, for and in consideration of the rents, covenants and mutual agreements hereinafter contained, the receipt and adequacy of which is acknowledged, agree as follows:

1. **Leased Premises.** Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the modular trailer located on Airport property at 200 NW Rosecrans Road, consisting of approximately 1,452 square feet, for purposes and uses consistent with general business and aeronautical purposes (hereinafter, "Premises"). The Premises includes 10 feet of additional land surrounding the structure.
2. **Term.** The term of this Lease shall be for one (1) year (the "Initial Term"), commencing on the Effective Date. Thereafter, upon agreement of the Parties, the Lease may be extended for up to four (4) additional one (1) year terms (each a "Renewal Term" and collectively with the Initial Term, the "Term"). Each Renewal Term shall be with the same terms and conditions as the Initial Term, although rent increases may be included.
3. **Use.** Tenant's use and occupancy of the Premises shall be for the purposes of conducting general business and aeronautical purposes, and which are not excluded by this Lease. Tenant shall not commit an act or omission on the Premises which would be in violation of any statute, regulation or ordinance of any governmental body, quasi-governmental or regulatory body having jurisdiction over the Premises or the activities conducted thereon.
4. **Rent and Payment Terms.**
 - a. **Rent.** Tenant shall pay annual rent to Landlord in the amount of _____, payable in twelve (12) monthly instalments of _____ for the use of the Premises ("Rent"). Such Rent shall be inclusive of any and all applicable federal, state and local taxes for which Landlord may be liable as a result of this Lease. The first monthly payment shall be due on the Effective Date written above, and subsequent payments shall be on the same date in subsequent months.
 - b. **Payment Terms.** All Rent payments shall be sent by check to the following address: 100 B NW Rosecrans Road, St. Joseph, MO 64053. Tenant agrees to pay a late charge of five percent (5%) as additional Rent for each payment due hereunder that is more than ten (10) days delinquent. The Parties represent that in entering into this Lease, they have bargained at arm's length, that the Rent is set at a fair market value taking into account the geographic location and facts and circumstances of the market.
5. **Inspections.** Landlord and the Tenant shall complete, sign, and date inspection reports at the beginning and at the end of this tenancy, for the purpose of ascertaining any damage for which Tenant is responsible.

6. **Utilities.** Tenant shall be responsible for the payment of all fees associated with use of water, gas, electricity, sewer/septic, telephone, cable/internet and any other public utilities furnished to the Premises. In the event that a certain public utility is necessary but not available on the Premises, Landlord shall furnish, at Landlord's cost, said utility and all utilities reasonably necessary for Tenant's use of the Premises.
7. **Landlord's Repairs and Maintenance.** Landlord, at its own cost and expense, shall furnish refuse removal services for the Premises.
8. **Tenant's Repairs and Maintenance.** Tenant shall maintain the Premises in a safe and clean condition, free from waste or nuisance. Additionally, Tenant, at its own cost and expense, shall provide for janitorial services and the safe removal of biological or hazardous waste. Tenant shall also be responsible, at its own costs and expense, for mowing, snow removal, and upgrades to the trailer.
9. **Alterations and Improvements.** Tenant shall not make structural alterations or improvements to the Premises without first obtaining Landlord's written consent, which shall not be unreasonably withheld. Tenant shall be responsible for any and all costs and expenses associated with the installation, maintenance, use, and removal of any approved alterations or improvements and shall undertake such installation, maintenance, use and removal of the alterations or improvements in accordance with all applicable local, state and federal laws. The Parties expressly agree that upon the expiration or earlier termination of this Lease or any Renewal Term thereafter, any alterations or improvements shall remain the exclusive property of Landlord, excepting items commonly considered "trade fixtures", which shall remain the property of Tenant if removed from the Premises prior to the expiration or termination of this Lease.
10. **Landlord's Access.** Landlord, its employees and agents shall have access to the Premises at reasonable times to inspect, repair, make alterations, or make improvements to the Premises. Landlord must provide Tenant with at least twenty-four (24) hours' notice prior to entry, except in emergencies, in which case Landlord shall provide Tenant with as much notice as possible prior to entry.
11. **Common Areas.** Tenant shall have the right, during the term of this Lease, to use in common with Landlord and each Party's employees, and invitees, all public airport facilities, including the runway, taxiways, and access to tie-downs, as well as common walks, drives, and parking, within and around the Premises and for access to the Premises. All common areas shall be subject to the control and management of Landlord.
12. **Parking.** Tenant, its employees and guests shall have the right to use parking lots proximate to the Premises for the purpose of parking motor vehicles to the extent reasonably necessary in connection with Tenant's use of the Premises. Such right of use shall be without any additional charge and on a first come, first served basis.
13. **Warranties of Title and Quiet Enjoyment.** Landlord warrants that it has full right to make this Lease subject to the terms of this Lease. Tenant shall have quiet and peaceable possession of the Premises during the Term as against the acts of any parties claiming title to, or a right to possession of, the Premises.
14. **Assignment and Subletting.** Landlord's rights to assign this Lease are and shall remain unqualified. No assignment by Landlord shall release Landlord of any of its obligations under this Lease for any time prior to the date of assignment. Tenant shall not assign this Lease or sublet the Premises, whether by voluntary act, operation of law or otherwise, without the prior written consent of Landlord, which shall not be unreasonably withheld; provided, however, that Tenant may, without the prior consent of the Landlord, assign all of its rights under this Lease to (i) a parent, subsidiary, or affiliate, (ii) a purchaser of all or substantially all assets related to this Lease, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Tenant is participating. Any permitted assignee shall assume all obligations of its assignor under this Lease.

15. Fire or Other Casualty. If the Premises is destroyed or rendered untenable for Tenant's accustomed use by fire or other casualty, this Lease shall terminate immediately, and any prepayment of Rent shall be refunded pro rata to Tenant by Landlord. If the Premises is damaged or rendered partially untenable for Tenant's accustomed use by fire or other casualty, and if the Premises can be repaired within ninety (90) days from the date of such casualty, Landlord, at its option, shall repair the Premises to substantially the same condition as immediately prior to such casualty. If Landlord chooses to repair the Premises, Landlord shall provide thirty (30) days written notice to Tenant of its intent to repair. From the date of such casualty until the Premises are so repaired and restored, the Rent payments shall abate in such proportion as the part of the Premises so damaged or untenable bears to the total Premises. Notwithstanding the foregoing, if the damaged portion of the Premises cannot be repaired within ninety (90) days of such casualty, or if said damage materially interferes with Tenant's use of the remainder of the Premises, then either Landlord or Tenant may terminate this Lease and any prepayment of Rent shall be refunded pro rata to Tenant by Landlord. Landlord shall not be obligated to repair and restore if such casualty is caused in whole or in part by the negligence of Tenant, its agents or employees.

16. Rules and Regulations. Landlord may, from time to time, impose reasonable rules and regulations regarding the Premises. Tenant, its employees, agents, invitees and licensees shall comply with all such rules and regulations for which it has been provided written notice.

17. Insurance.

a. **Tenant's Obligations.** Tenant, at its own cost and expense, shall maintain in effect during the whole of the Term:

i. **Commercial General Liability Insurance:** Tenant shall maintain at all times during the term of the agreement and for a period of one (1) year thereafter Commercial General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

ii. **Automobile Insurance:** Tenant shall maintain at all times during the term of this agreement and for a period of one (1) year thereafter automobile insurance coverage for all owned, hired, or non-owned vehicles utilized by the tenant with minimum limits of coverage of a combined limit of not less than One Million Dollars (\$1,000,000) per occurrence.

iii. The Tenant's Commercial General Liability, and Automobile Insurance shall be endorsed to include the Landlord as an additional insured.

iv. **Property Insurance:** on Tenant's contents located at the Premises.

v. **Workers' Compensation Insurance:** for Tenant's employees, as required by law, at all times. Tenant agrees to ensure agents, contractors, invitees, licensees, or anyone for whose safety Tenant is responsible, is appropriately covered by Tenant's workers' compensation insurance or said individual's employer's workers' compensation insurance as required by law.

vi. Nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

b. **Landlord's Obligations.** Landlord, at its own cost and expense, shall maintain in effect during the whole Term Workers' Compensation Insurance for Landlord's employees, as required by law, at all times. Landlord agrees to ensure agents, contractors, invitees, licensees or anyone for whose safety Landlord is responsible for is appropriately covered by Landlord's workers' compensation insurance or said individual's employer's workers' compensation insurance as required by law.

c. **General Requirements.** All required insurance shall be placed with a reputable insurance company. The Parties shall provide to each other evidence of all required insurance upon reasonable request following the Effective Date. The Parties agree to notify one another in writing, pursuant to policy terms, of any cancellation or non-renewal affecting the insurance coverage required hereunder.

18. **Indemnification.** Tenant agrees to indemnify and save Landlord harmless from and against any and all claims, liabilities, losses, damages, costs, or expenses (including reasonable attorneys' fees) that Landlord may sustain: (a) to the extent caused by or arising out of the negligence or willful misconduct on the part of Tenant or Tenant's employees, agents or contractors, on, in, or about the Premises or other common areas of the Premises, or (b) to the extent caused by or arising out of any breach or default by Tenant in the performance of its obligations under this Lease beyond applicable periods of notice and cure.

To the extent allowed by applicable law, Landlord agrees to indemnify and save Tenant harmless from and against any and all claims, liabilities, losses, damages, costs, or expenses (including reasonable attorneys' fees) that Tenant may sustain: (a) occurring in the common areas of the Premises to the extent not caused by Tenant, (b) to the extent caused by or arising out of the negligence or willful misconduct of Landlord, its employees, agents or contractors, or (c) to the extent caused by or arising out of any breach or default by Landlord in the performance of its obligations under this Lease beyond applicable periods of notice and cure.

19. **Limitation of Liability.** In no event shall either Party, its employees, agents, or contractors be liable under this Lease to the other Party for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, loss of use, revenue or profit, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not either Party was advised of the possibility of such damages.

20. **Surrender.** Upon expiration of the Term or upon earlier termination, Tenant shall return the Premises in the same repair and condition as when this Lease commenced, reasonable wear and tear excepted. Tenant, at its own cost and expense, shall remove all personal property from the Premises.

21. **Holding Over.** In the event Tenant remains in possession of the Premises beyond the Term, Landlord may take legal action to remove Tenant. If Landlord accepts a Rent payment for a period of time beyond the Term, or otherwise acknowledges the tenancy, Tenant shall be deemed a Tenant from month-to-month, and shall pay Rent at the rate established by this Lease. Any month-to-month tenancy is subject to the conditions, provisions, and obligations of this Lease.

22. **Default by Tenant.**

a. **Events of Default.** The following are events of default under and a breach of this Lease:

- i. Any failure by Tenant to pay any undisputed Rent due hereunder, after ten (10) business days written notice to Tenant of any non-received payment;
- ii. Any failure of Tenant to perform pursuant to the Lease for more than thirty (30) days after written notice from Landlord of such failure, provided, however, such failure shall not constitute an event of default if such failure is not susceptible of being cured within thirty (30) days and Tenant diligently pursues such cure to completion; or
- iii. If Tenant shall become insolvent, make an assignment for the benefit of its creditors, file a voluntary bankruptcy proceeding, be subjected to an involuntary bankruptcy proceeding, or if a receiver is appointed for Tenant.

b. **Landlord's Remedies.** In the event that Tenant defaults under the terms of this Lease, Landlord shall have the right to enter and take possession of the Premises and has an affirmative duty to mitigate by re-letting the same upon such terms as Landlord deems prudent, for the account of the Tenant. Tenant shall be liable to Landlord for any Rent due and owing for the remaining portion of the Term, less the net rent received from other parties for the use of said Premises.

23. **Default by Landlord.** In the event that Landlord defaults under the terms of this Lease, Tenant shall give Landlord written notice specifying the nature of the default and Landlord shall have thirty (30) days after receipt of such notice to cure said default. Any default by Landlord which shall continue uncured shall give Tenant the right to terminate the Lease immediately, in addition to all available rights or remedies in law or in equity.

24. **No Partnership, Joint Venture or Principal/Agent Relationship.** Nothing in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Parties.

25. **Cumulative Rights.** No right or remedy provided under this Lease is intended to be exclusive of any other right or remedy hereof provided by law or equity. Each right and remedy shall be cumulative and in addition to every other right or remedy provided under this Lease.

26. **Subordination.** This Lease shall be subordinate to any mortgage, trust, deed or other security instrument now or hereafter placed on the Premises by Landlord. Tenant shall execute and deliver to Landlord all instruments necessary to evidence such subordination.

27. **Miscellaneous.**

a. **Notice.** Notice required by this Lease shall be sufficient if in writing and personally delivered or mailed via U.S.P.S., first class and postage prepaid to:

In the case of Landlord:	In the case of Tenant:
City of St. Joseph	_____
100 B NW Rosecrans Road	_____
St. Joseph, MO 64053	_____
Attention: Airport General Manager	_____

b. **Successors and Assigns.** This Lease shall extend to and be binding upon the Parties to this Lease and their respective assigns, executors, heirs, personal representatives, and successors.

c. **Amendment.** No amendment of this Lease shall be valid unless it is in writing, specifies the nature and extent of the amendment, and is signed by the Parties.

d. **Severable Provisions.** Each provision, section, sentence, clause, phrase, and word of this Lease is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Lease, unless to do so would materially and substantially impair the rights or duties of the Parties.

e. **Entire Agreement.** This Lease contains the entire understanding of, and supersedes all prior agreements and understandings between, the Parties with respect to the subject matter of the Lease.

f. **Counterparts; Facsimile or Electronic Signature.** This Lease may be executed in counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. Any executed counterpart to this

Lease may be delivered by .pdf or other electronic means, and any counterpart so delivered shall constitute an original for all purposes.

- g. **Captions, Headings, or Titles.** All captions, headings, or titles in the paragraphs or sections of this Lease are inserted for convenience only and shall not constitute a part of this Lease as a limitation of the scope of the particular paragraphs or sections to which they refer.
- h. **Waiver.** Any waiver by any Party of default of any other Party to this Lease shall not affect or impair any right arising from any subsequent default. No custom or practice of the Parties which varies from the terms of this Lease shall be a waiver of any Party's right to demand exact compliance with the terms of this Lease. A waiver will only be effective when signed by the Party against which it is used.
- i. **Governing Law.** This Lease shall be governed, construed and enforced in accordance with the laws in the State of Missouri. Jurisdiction for any legal action shall be the Circuit Court of Buchanan County, Missouri.

(the remainder of this page is intended by the parties to be blank)

DRAFT

IN WITNESS WHEREOF, the undersigned Parties have executed this Lease on the date set forth above.

CITY OF ST. JOSEPH, MISSOURI
("Landlord")

("Tenant")

By: _____
Bryan Carter, City Manager

By: _____

Title: _____

ATTEST:

ATTEST:

Paula Heyde, City Clerk

By: _____

Title: _____

APPROVED AS TO FORM:

City Attorney