

<p>6</p> <p><del>MASECONFRANUMBER</del></p> <p>C2025-0035</p>
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**LEASE AGREEMENT**

This lease made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Branson, Missouri, a municipal corporation, hereinafter referred to as “Lessor” or “City”, and Cody and Jennifer Lawson, dba Truelove Properties LLC, hereinafter referred to as “Lessee” or “Tenant”.

**WITNESSETH:**

For and in consideration of the mutual covenants and agreements hereinafter set forth, Lessor hereby demises and leases to Lessee the following described premises on the following terms and conditions:

1. Granting of Leasehold. The Lessor agrees to rent, lease and let unto Lessee and Lessee hereby agrees to rent, lease and hire from Lessor, for use as a parking lot and subject to the terms and conditions hereinafter set forth, the premises located approximately at: 118 E. Oklahoma Street, Branson, Taney County, Missouri, parcel number 08-8.0-33-003-011-005.000, more particularly described as follows:

Lot 7 of Block 1, a legal description of a lot 125' X 25", being part of the SE 1/4 of the SW 1/4 in Section 33, Township 23 North, Range 21 West.

hereinafter referred to as "Leasehold Premises".

2. Term. The term of the lease hereunder shall be for the period of 5 years commencing on May 1, 2025, and terminating on the 1st day of May, 2030, unless sooner terminated by either party. Either party may terminate the Lease by giving the other party sixty (60) days written notice of their intent to terminate.

3. Rent. Lessee agrees to pay to Lessor as rent for the use and occupancy of the premises the sum of Four Hundred and 00/100 Dollars (\$400.00) per year payable on May 1st each and every year commencing with 2025, at the Finance Department, office of the Lessor, 110 W. Maddux, Branson, Missouri.

4. Insurance. Lessee agrees to furnish Lessor with a certificate of insurance evidencing that Lessee will have at all times during the term of the lease liability insurance with minimum limits of not less than One Million Dollars (\$1,000,000.00) for injury to any one person or property damage and naming the City of Branson as an additional named insured. Lessee will cause the company issuing such insurance to notify Lessor at least 10 days prior to any cancellation of the policy. It is agreed and understood that Lessee will do nothing in the use of the premises to cause an increase in the rates of insurance on such premises.

5. Use of Leasehold Premises. Lessee shall have the right to use the Leasehold Premises for the parking of motor vehicles and for lawful incidental uses related to

the Lessor's normal business operations, and for no other purpose. Lessee shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Leasehold Premises or to any adjoining public ways, as to the manner of use or the condition of the Leasehold Premises or of adjoining public ways. Lessee shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried by this Agreement. Lessee shall pay all costs, expenses, claims, fines, penalties, damages that may, in any manner, arise out of, or be imposed as a result of, the failure of Lessee to comply with the provisions of this Agreement.

6. Assignment and Sublease. Lessee may not assign this lease or sublease any part of the space demised hereunder without obtaining written consent from the City Administrator, subject to such additional conditions, obligations, and terms as the City Administrator may require, and Lessee shall be responsible for the observance by its tenants and subleases of the terms and covenants of this lease.

7. Maintenance. Lessee shall keep Leasehold Premises clean and neat and in good order and repair, and shall keep said premises free from nuisance, and not use or permit the use of the premises, or any part thereof, for any purpose forbidden by law or by this lease. All alterations or improvements deemed necessary by Lessee shall be made by Lessee at Lessee's expense. Any such alterations and improvements made by Lessee shall be and remain the property of Lessor and shall be surrendered with the premises as a part thereof upon the termination of this lease.

8. Liability and Indemnity. Lessee shall and covenants and agrees to indemnify, protect, defend and save City harmless from and against any and all claims, demands, liabilities and costs, including attorneys' fees, arising from damage or injury, actual or claims, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Leasehold Premises during the life of this lease, and upon notice from City, Lessee shall defend City in any action or proceeding brought thereon. The Lessor shall not be liable to Lessee or Lessee's agents, guests or employees for any damage to them or their persons or property, by theft or burglary, water, rain, snow, ice, sleet, fire, explosion, frost, storm and accidents or by breakage, stoppage or leakage of water, gas heating and sewer pipes, electrical wiring or current, or plumbing upon, about or adjacent to said premises, nor for any negligence of others that may cause damage of any character whatsoever.

9. Survival of Obligations. Lessee covenants and agrees with City that its obligation under this lease shall survive the cancellation and termination of this lease, based upon any default, and that Lessee shall, continue to pay the rent and perform all other obligations provided for in this lease, all at the time or times provided in this lease.

10. Notices. All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes (a) upon City, if delivered in person to its duly elected, qualified and acting Mayor or Clerk or if a copy there

of be mailed by certified or registered mail, postage prepaid, addressed to City at the public office of its duly elected, qualified and acting Clerk or at such other place as City from time to time may designate in writing to Lessee, and (b) upon Lessee, if delivered in person to Lessee or if a copy thereof be mailed by certified or registered mail, postage prepaid, addressed to Lessee at such place as Lessee from time to time may designate in writing to City. All notices given by certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed.

11. **Rights and Remedies.** The rights and remedies reserved by City and Lessee hereunder and those provided by law shall be construed as cumulative and continuing rights. Not one of them shall be exhausted by the exercise thereof on one or more occasions. City and Lessee shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

12. **Quiet Enjoyment and Possession.** City covenants that so long as Lessee shall not be in default under this lease, Lessee shall and may peaceably and quietly have, hold and enjoy the Leasehold Premises leased hereunder and that City will defend Lessee's enjoyment and possession thereof against all parties.

13. **Due Organization of City.** City covenants that it is a municipal corporation duly organized and existing under the laws of the State of Missouri, with lawful power and authority to enter into this lease, acting by and through its duly authorized officials.

14. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

15. **Attorney Fees.** If legal action or other proceedings are brought for the enforcement of this Agreement because of an alleged breach, default or misrepresentation in connection with the provisions hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs incurred in such action or proceeding from the unsuccessful party in addition to any other remedy to which it may be entitled, and the unsuccessful party covenants and agrees to pay to the prevailing party the same.

