

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, AUGUST 22, 2023; 5:30 PM

CITY HALL | 226 WEST 4TH STREET | COUNCIL CHAMBERS

I. Call to Order

II. Approval of Minutes

- A. Minutes | July 18, 2023

III. Old Business

- A. Election of Vice Chair & Secretary
- B. Resolution Approving Capital Contribution

IV. New Business

- A. Freight House Farmers' Market | Update
- B. Approval of Ott Leadership Lease
- C. Approval of Mississippi Valley Blues Society Lease
- D. Approval of Miracle at the Freight House Lease

V. Future Business

- A. Nature Play at Credit Island | Update
- B. Capital Improvement Projects | Presentation

VI. Management Update

- A. RAGBRAI | Recap
- B. Upcoming Events | Update

VII. Park Liaison Report

VIII. Public with Business

IX. Adjournment | Next Meeting Date: September 26, 2023



Riverfront Improvement Commission

Minutes
July 18, 2023

Present: Dee Bruemmer, Bill Churchill, Kelli Grubbs, Gwendolyn Lee, Angela Stone, Roma Taylor, and Julie Tonn.

Others Present: Christopher Meyer, Parks Liaison; Courtney Jones, Administrative Services Manager and Staff Liaison; Stephanie Bley, Riverfront Community Engagement Coordinator; Basia Gerlach, Controller; and Ciara Presson, Finance and Administration Intern.

Chairwoman Grubbs called the meeting to order at 5:35 p.m. and welcomed all in attendance.

Approval of Minutes

Grubbs asked for approval of the minutes from the June 27, 2023 meeting. Churchill moved to approve the minutes; Tonn seconded, and the motion was carried unanimously.

New Business

Grubbs made a motion to nominate Gwendolyn Lee for the Chair position. The motion was approved unanimously. An election for Vice Chair and Secretary will be held at the August meeting.

Old Business

The drafted Capital Contribution Resolution was reviewed. Bruemmer proposed edits to the document. Staff Liaison, Courtney Jones, will have the City of Davenport Legal Department review the resolution prior to obtaining final approval from the RIC.

Riverfront Community Engagement Coordinator, Stephanie Bley, provided an update on the status of the Davenport Docks. Feedback from Parks Director, Chad Dyson, was requested to help determine the best location for dock placement. Dyson will attend the August meeting.

New Business

Jones provided an update on Capital Improvement Projects. Assistant Public Works Director, Clay Merritt, will attend the August meeting to discuss the CIP's in greater detail.

Future Business

Jones informed the Commission that Farmers' Market Operations Director, Missy Carter, will attend the August meeting to provide an update on the Farmers' Market. Dyson will also provide an update on the Nature Play Area at Credit Island.

Management Update

Jones reviewed the FY24 budget documents included in the agenda packet.

Bley provided a recap of Red White and Boom 2023 and plans for 2024. Bley also provided an update on RAGBRAI and asked for volunteer support from the commission.

Bley provided an update on the 2023 Riverboat Cruise season, as well as relationship building measures, such as in-person and virtual meetings, being had with American and Viking Cruise Lines, and the local Coast Guard.

Jones provided an update on ongoing facility projects, as well as the upcoming 100th anniversary of the LeClaire Bandshell. Jones also provided information on the "Miracle at the Freight House" pop-up bar and their interest in a short-term lease for Winter 2023/2024.

Park Liaison Report

Parks Advisory Board Liaison, Christopher Meyer, had no updates, as the Park Advisory Board had not yet met.

No public comments were made, and with no further business, the meeting adjourned at 7:01 p.m.

Gwendolyn Lee, Chair

Riverfront Improvement Commission Resolution of Approval

Resolution offered by Dee Bruemmer.

RESOLVED by the Riverfront Improvement Commission of Davenport, Iowa.

RESOLUTION designating \$206,000 of the Riverfront Improvement Fund's cash balance towards a future project along the riverfront.

WHEREAS, the Riverfront Improvement Commission, of the City of Davenport, Iowa received \$205,706.67 from MidAmerican Energy for a granted easement; and

WHEREAS, the Riverfront Improvement Commission seeks to designate \$206,000 of the fund's currently available cash funds made available through the MidAmerican Energy payment as a future contribution towards a Riverfront Improvement Commission related capital improvement project; and

WHEREAS, the Riverfront Improvement Commission will vote in a separate and future regularly held meeting on the project and the financial contribution with the recommendation forwarded to the Finance Department for consideration in the City Administrator's Recommended Budget; and

NOW, THEREFORE, BE IT RESOLVED by the Riverfront Improvement Commission of Davenport, Iowa that \$206,000 of the Riverfront Improvement Fund's cash balance shall be designated towards a future project included and approved in the City's adopted Capital Improvement Program Budget as recommended by the Riverfront Improvement Commission.

Passed and approved this 22nd day of August, 2023.

Approved:

Attest:

Gwendolyn Lee
Chair

Courtney Jones
Riverfront Improvement
Commission Liaison

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 22nd day of August, 2023 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and Ott Leadership LLC, hereinafter designated as "Tenant."

1. LEASED PREMISES

- A. The Landlord has leased, and by this instrument does lease, to the Tenant the following described property located in Davenport, Iowa, together with all appurtenances thereto and with easements of ingress and egress necessary and adequate for the conduct of the Tenant's business as hereafter described:

The office space, suite 202, (approx. 311 sq ft) located on the second floor of Union Station, 102 S. Harrison Street, Davenport, IA, Scott County.

- B. The Landlord represents and warrants that it is the sole owner of the building and Leased Premises, that it has full right, power, and authority to make the lease and that no other person or entity needs to join in the execution thereof in order for the lease to be binding on all parties having an interest in the Leased Premises. The Landlord also warrants that the building is in full compliance with existing local, state, and federal codes, rules, and ordinances, and is zoned for use as an office.

2. TERM

- A. The term of this Lease shall be for a period of One (1) Year, and shall commence on September 1, 2023 and shall terminate on August 31, 2024.
- B. To ensure coverage of the Landlord's expenses, on the date Tenant executes and delivers this lease agreement to the Landlord, the Tenant shall also make a deposit equal to two months' rent as a lease deposit. Said lease deposit shall be held by the Landlord as security for the performance of Tenant's obligations under the terms of this lease agreement, specifically, maintaining tenancy through the agreed upon termination date of this agreement. The lease deposit shall stand forfeited to the Landlord upon Tenant's abandonment or termination of this lease prior to the agreement's stated termination date. The lease deposit shall not be used to pay a monthly rental payment or to cure an unpaid monthly rental payment. The lease deposit may be used to offset any damage suffered at the Tenant's hand during the term

of the lease. The amount of the lease deposit, after payment of damages, if any, at the termination date expressed in the lease agreement shall be returned to the Tenant within thirty days' time from the termination date, upon notification of the Landlord of the Tenant's current mailing address.

3. RENTAL

The Tenant shall pay to the Landlord for use of the Leased Premises the following sums: In Year One - Four Thousand Five Hundred Thirty-Six Dollars and No Cents (\$4,536.00) per year paid on a monthly basis (first day of the month) of Three Hundred Seventy-Eight Dollars and No Cents (\$378.00). A late payment of Ten Percent (10%) of the monthly payment shall be assessed for payments not received by the end of the Thirtieth (30th) day of the month.

4. PAYMENT OF RENTAL

The Tenant shall pay the rentals herein specified, and all other charges, to the Landlord at: Finance—Revenue Department, 226 West Fourth Street, Davenport, Iowa, 52801, or to such other address or addresses as the Landlord shall, from time to time, designate in writing.

5. USE OF LEASED PREMISES

- A. The Tenant shall occupy and use the Leased Premises for the operation of a consulting business and associated uses incidental to this operation. No other uses shall be permitted without the written consent of the Landlord which shall not be unreasonably withheld. The Tenant shall not sell, or permit to remain in or about the Leased Premises, any article that may be prohibited by standard form fire insurance policies.
- B. The Tenant shall not display merchandise, nor permit merchandise to remain, outside the exterior walls and permanent doorway of the Leased Premises, without first securing the prior written consent of the Landlord.
- C. The Tenant shall not employ any type of sound-emitting device in or about the Leased Premises that is audible outside the Leased Premises, except for fire and burglar alarms.

6. FIRE INSURANCE

The Tenant shall be responsible for carrying fire insurance and other risk insurance on personal property owned or used by the Tenant. The Landlord shall be responsible for fire and extended coverage, including casualty, on the building that the leased premises are

located in.

7. LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD

A. The Lessee shall secure and maintain such primary insurance policies as will protect themselves or their Subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this contract whether such operations be by themselves or by any Subcontractor or anyone employed by them directly or indirectly.

B. The following insurance policies are required unless other limits are specified. The City shall be identified as a certificate holder and specifically named as an additional insured under General Liability.

(1) Commercial General Liability

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

**(2) Commercial Automobile Liability
(if autos are used)**

Any Auto, Hired & Non-Owned Combined Single Limit	\$1,000,000
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(3) Excess Liability Umbrella \$1,000,000

(4) Statutory Worker's Compensation with waiver of subrogation in favor of the City.

C. Contractual Liability; the insurance required above under "LESSEE INSURANCE", shall:

(1) be Primary insurance and non-contributory.

(2) include contractual liability insurance coverage for the Lessee's obligations under the INDEMNIFICATION section below.

CERTIFICATES OF INSURANCE

A. Certificates of Insurance, acceptable to the City indicating insurance required by the Contract is in force, shall be filed with the City prior to approval of the

Contract by the City. The Lessee shall insure that coverages afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the City. The Lessee will accept responsibility for damages and the City's defense in the event no insurance is in place and the City has not been notified.

INDEMNIFICATION

- A. To the fullest extent permitted by the law, the Lessee shall defend, indemnify, and hold harmless the City, its officials and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to, all attorneys' fees provided that any such claim, damage, loss or expense:
 - (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and
 - (2) is caused in whole or in part by any negligent act or omission of the Lessee, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- B. In any and all claims against the City, its officials or any of its agents or employees by any employee of the Lessee, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Lessee or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- C. The Lessee shall not be responsible for damage or injury caused by the Landlord's negligence relating to items that remain the exclusive responsibility of the City.

8. ALTERATIONS

The Tenant shall not make, or suffer to be made, any alterations, after the build-out, of the Leased Premises, or any part thereof, without the prior written consent of the Landlord, which shall not be unreasonably withheld, and any additions to, or alterations of, said Leased Premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to the Landlord.

9. MAINTENANCE AND SANITATION

- A. The Tenant, at its sole cost and expense, shall maintain in a good state or repair, the following areas: windows and doors, except for those used commonly with other tenants, along with the interior of the Leased Premises. Notwithstanding the foregoing, the Tenant may not paint, change, or modify in any manner the exterior of the Leased Premises without first securing the written consent of the Landlord. The Tenant shall be responsible for the exterior glass replacement of the demised area, should they become damaged or broken, and shall be replaced to the original specification.
- B. The Tenant shall provide and maintain sufficient sanitary receptacles in and about the interior and exterior of the Leased Premises in which to place any refuse or trash produced by the Tenant or its customers and patrons, and the Tenant shall cause such refuse or trash to be removed from the area as often as required to maintain a sanitary condition. The Landlord shall provide space near the Leased Premises for such sanitary receptacle, to the extent practical.

10. SURRENDER OF LEASED PREMISES

The Tenant shall, upon expiration of the term hereby created, or upon earlier termination hereof for any reason, quit and surrender said Leased Premises in good order, condition, and repair, reasonable wear and tear excepted, and clean and free of refuse. If alterations, additions, and/or installations have been made by the Tenant as provided for in this Lease, the Tenant shall not be required to restore the Leased Premises to the condition in which they were prior to such alterations, additions, and/or installations.

11. FIXTURES

The Tenant shall provide, install, and maintain at its expense, fixtures of a special nature that may be required by the Tenant's business. All such fixtures which are not permanently affixed to the realty shall remain the property of the Tenant and may be removed by the Tenant no later than the expiration of the term hereof, provided that the Tenant is not then in default hereunder, and that the Tenant shall promptly repair, at its own expense, any damages occasioned by such removal. All other fixtures with the exception of any water purification equipment (including, without limitation, air conditioning units, heating equipment, plumbing fixtures, hot water heaters, carpeting or other floor covering cemented or otherwise affixed to the floor) that may be placed upon, installed in, or attached to, the Leased Premises by the Tenant shall, at the expiration or earlier termination of this Lease for any reason, be the property of the Landlord and remain upon, and be surrendered with Leased Premises, without disturbance, molestation, or injury. The Tenant shall have the right, from time to time during the term of this lease, to remove any such fixtures, equipment,

or property for the purpose of replacing the same with items of like character, quality, or value.

12. TENANT IMPROVEMENTS

Prior to commencing any Tenant improvements, the Tenant shall provide to the Landlord, for its review and approval, a plan and specifications for the proposed work to be performed. All improvements shall be completed in a timely and workman-like manner and in accordance with all applicable codes and ordinances.

13. FREE FROM LIENS

The Tenant shall keep the Leased Premises and the property on which the Leased Premises are situated free from any Mechanics Liens arising out of work performed, material furnished, or obligation incurred by or at the instance of the Tenant, and indemnify and save the Landlord harmless from all such liens and all attorney's fees and other costs and expenses incurred by reason thereof. Notice is hereby given that neither the Landlord nor the Landlord's interest in the Leased Premises shall be liable or responsible to persons who furnish material or labor for or in connection with such work.

14. ABANDONMENT

The Tenant shall not vacate or abandon the Leased Premises at any time during the term of this Lease; and if the Tenant shall abandon, vacate, or surrender the Leased Premises, or be dispossessed by process of law or otherwise, any personal property belonging to the Tenant and left on the Leased Premises shall be deemed to be abandoned, at the option of the Landlord. The Tenant shall not be deemed to have vacated or abandoned the Leased Premises caused by reasons beyond its control (casualty, strikes, and acts of God).

15. SIGNS AND ADVERTISING MATERIALS

The Tenant recognizes there are Signage Restrictions for the demised area. All proposed signage must be submitted and approved by the Landlord prior to installation, whether it be affixed to the building, or window type display signs. The Tenant shall submit its signage plan to the Landlord for review and approval.

16. EXTERIOR LIGHTING

The Tenant shall not install any exterior lighting on the Leased Premises unless and until the Landlord shall have approved, in writing, the design, type, kind, and location of the lighting to be installed.

17. UTILITIES

The Landlord shall provide and be responsible for payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Leased Premises. Tenant shall provide and pay all charges for telephone service, janitorial services, and rubbish removal used by the Tenant. Any security deposit or connection charges required by any utility company to furnish service to the Tenant shall be paid by the Tenant. Landlord shall provide and maintain the necessary mains, conduits, wires, and cables to bring water, electricity and gas, and other utilities to the Premises.

18. ENTRY AND INSPECTION

The Tenant shall permit the Landlord and the Landlord's agents to enter into and upon the Leased Premises at all reasonable times, acceptable to the Tenant, for the purpose of inspecting the same, or for the purpose of maintaining the building in which said Leased Premises are situated, or for the purpose of making repairs, alterations, or additions to any other portion of said building. If the Tenant shall notify the Landlord that it does not intend to exercise any renewal option, the Landlord shall have the right to advertise and show the property to prospective users of the Leased Premises during the final Ninety (90) Days of the initial lease term or any option renewal.

19. DAMAGE AND DESTRUCTION OF LEASED PREMISES

- A. The Landlord agrees, at its cost and expense, to maintain the roof, walls, and foundation of the Leased Premises and building in reasonably good order and condition, and to make all necessary repairs and replacements in and to the building, including the building flood protection system. If the Landlord fails to perform obligations under this Lease which creates a condition which interferes substantially with normal use, and as a consequence the Tenant is compelled to discontinue business in the Leased Premises in whole or in part, rental shall be proportionally abated. If Landlord defaults for more than Thirty (30) Days, after written notice by the Tenant, the Tenant shall have the right, but not be obligated to remedy such default. All such sums expended, or obligations incurred, by the Tenant in connection with the foregoing shall be paid by the Landlord to the Tenant upon demand, and if the Landlord fails to reimburse the Tenant, the Tenant may, in addition to any other right or remedy that it may have, deduct such amount from the next month's rent or rentals.
- B. In the event of a destruction of the Leased Premises or the building containing the same during said term which requires repairs to either said Leased Premises or said building, or is declared to be unfit for occupancy by any authorized public authority for any reason other than the Tenant's act,

use, or occupation, which declaration requires repairs provided the Tenant gives to the Landlord written notice of the necessity therefore. If those repairs are not, or cannot be, completed within Thirty (30) Days of said notice, then the Tenant may, at its option, cancel this Lease. However, if the Tenant does not desire to cancel the Lease, rent shall be abated during the period which those repairs are made and the Tenant is compelled to discontinue business in the Leased Premises. Further, in the event of flooding, rent shall be abated during that time period the leased premises are declared to be unfit for occupancy by any authorized public authority.

20. ASSIGNMENT AND SUBLETTING

The Tenant shall not assign this Lease, or any interest therein, and shall not sublet the Leased Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person (the agent and servants of the Tenant excepted) to occupy or use the Leased Premises, or any portion thereof without first obtaining the written consent of the Landlord. Consent by the Landlord to one assignment, subletting, occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Consent to an assignment shall not release the original named Tenant from liability which has accrued or occurred prior to the date of assignment. If the Landlord does not release the Tenant from liability, the Landlord shall give the Tenant notice of defaults by assignee and an opportunity to cure the same. Any assignment or subletting without the prior written consent of the Landlord shall be void, and shall, at the option of the Landlord, terminate this Lease. Neither this Lease nor any interest therein shall be assignable, as to the interest of the Tenant, by operation of law without the prior written consent of the Landlord. The Landlord shall give the Tenant prior notice of the assignment of this Lease and/or any interest of the Landlord therein.

21. DEFAULT, RE-ENTRY REMEDIES

If the Tenant shall fail to pay any part of the rent herein provided, or any other sum required by this Lease to be paid to the Landlord at the times or in the manner provided, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, and such failure to perform other covenants shall continue for Thirty (30) Days after written notice thereof from the Landlord to the Tenant, then the Landlord, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises without liability to any person for damages sustained by reason of such removal. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant.

22. DEFAULT, COSTS, AND ATTORNEY FEES

If the Tenant shall fail to pay any part of the rent herein provided, or any other sum required by this Lease to be paid to the Landlord at the times or in the manner provided, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, then the Tenant shall be responsible for payment of all reasonable costs and attorney fees of the Landlord that result from the Landlord pursuing its rights and remedies.

23. SALE OF LEASED PREMISES BY LANDLORD

In the event of any sale of the Leased Premises, or assignment of this Lease by the Landlord, the Landlord shall give the Tenant prior notice of any such sale or assignment. The Landlord shall be relieved of liability under the Lease only in the event that the new Landlord agrees to the Lease and to not disturb the Tenant.

24. REIMBURSEMENT

- A. All covenants and terms herein contained to be performed by the Tenant shall be performed by the Tenant at its expense, and if the Landlord shall pay any sum of money or do any act which requires the payment of money by reason of the failure, neglect, or refusal of the Tenant to perform such covenant or term- the sum or sums of money so paid by the Landlord shall be considered as additional rent and shall be payable by the Tenant to the Landlord on the first of the month next succeeding such payment, together with interest at the maximum rate permitted by law from the date of payment.
- B. All covenants and terms herein contained to be performed by the Landlord shall be performed by the Landlord at its expense, and if the Tenant shall pay any sum of money or do any act which requires the payment of money by reason of the failure, neglect, or refusal of the Landlord to perform such covenant or term after written notice by the Tenant, the sum or sums of the money so paid by the Tenant shall be considered as rental and shall be deducted by the Tenant from the rent on the first of the month next succeeding such payment.

25. WAIVER

No covenant, term, or condition of this Lease shall be waived except by written waiver of the Landlord, and the forbearance or indulgence by the Landlord in any regard whatsoever shall not constitute a waiver of the covenant, term, or condition to be performed by the Tenant to which the same shall apply, and until complete performance by it of such covenant, term, or condition, the Landlord shall be entitled to invoke any remedy available under this Lease or by law despite such forbearance or indulgence. The waiver by the

Landlord of any breach or term, covenant, or condition hereof shall apply to, and be limited to, the specific instance involved, and shall not be deemed to apply to any other instance or to any subsequent breach of the same or any other term, covenant, or condition hereof.

26. SUCCESSORS IN INTEREST

The covenants herein contained shall, subject to the provisions as to assignment, subletting, and sale of Leased Premises, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto; and all of the parties shall be jointly and severally liable hereunder.

27. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

28. TIME

Time is of the essence with regard to performance of any obligations under this Lease.

29. EMINENT DOMAIN

- A. If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding, and all rentals shall be paid up to that date, and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease.
- B. If any part of the Leased Premises shall be acquired or condemned by eminent domain or public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for the business of the Tenant, which shall be at the Tenant's reasonable discretion, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease. In the event the Tenant determines the Leased Premises are not suitable, then it shall be relieved from further obligation of this Lease.
- C. In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, the Landlord and Tenant shall each be entitled to receive

and retain such separate awards and portions of lump sum awards as may be allocated to its respective interests in any condemnation proceeding.

- D. Nothing herein shall be construed to preclude the Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business or depreciation to, damage to, or cost of removal of, or for value of stock, trade fixtures, furniture, or other personal property belonging to the Tenant.

30. HOLDING OVER

Continued possession, beyond the expiration date of the term of this lease, by the Tenant, coupled with the receipt of the specified rental by the Landlord (and absent a written agreement by both parties for the extension of this lease, or for a new year) shall constitute a month-to-month extension of this lease.

31. FLOODING

Landlord agrees that it will make reasonable efforts to allow access to the leased premises to the extent possible during periods of periodic flooding. Landlord and Tenant agree that each shall cooperate with emergency service utility company personnel or flood control personnel in the event of a flood. If events require the tenant to move out of occupancy because of flooding, the rent shall be abated for that time period that tenancy is not possible.

32. MISCELLANEOUS

- A. The Tenant shall be responsible to pay for Tenant's proportionate share of the Real Estate Taxes of the Leased Premises. Tenant is solely responsible to keep itself informed of the assessment and collection of taxes.
- B. The Landlord shall be responsible and pay for all snow removal, exterior landscaping, and all other exterior maintenance of the building and public areas surrounding the Leased premises. The Tenant shall be responsible, however, for the interior and exterior window cleaning of the Leased Premises.
- C. The Tenant is hereby provided the exclusive use of the second-floor office suite shown on Exhibit A of the building plan.
- D. The Tenant is responsible for obtaining and renewing all licenses and permits necessary for its operation. The Tenant shall comply with all Federal, State, or Local rules and regulations applicable to its operation.

33. GENERAL

- A. This Lease shall be construed in accordance with the laws of the State of Iowa.
- B. This Lease, and any exhibits attached hereto, sets forth all the covenants promises, agreements, conditions, or undertakings, either oral or written, between the Landlord and Tenant. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon the Landlord or Tenant unless reduced to writing and signed by both parties.
- C. If the Landlord or Tenant herein shall be more than one party, then the obligations of such party or parties shall be joint and several.
- D. The Landlord and Tenant acknowledge reliance on its own judgment and advice and counsel of its own attorney in interpreting this Agreement, and not in any manner on the other party.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease in duplicate the day and year above.

OTT LEADERSHIP LLC

RIVERFRONT IMPROVEMENT COMMISSION

By _____

Steve Ott

Date _____

By _____

Gwendolyn Lee, Chair

Date _____

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 22nd day of August, 2023 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and the Mississippi Valley Blues Society, hereinafter designated as "Tenant."

1. LEASED PREMISES

- A. The Landlord has leased, and by this instrument does lease, to the Tenant the following described property located in Davenport, Iowa, together with all appurtenances thereto and with easements of ingress and egress necessary and adequate for the conduct of Tenant's business as hereafter described:

The office space, suite 203, (approx. 460 sq ft) located on the second floor of Union Station, 102 S. Harrison Street, Davenport, IA, Scott County.

- B. The Landlord represents and warrants that it is the sole owner of the building and Leased Premises, that it has full right, power, and authority to make the lease and that no other person or entity needs to join in the execution thereof in order for the lease to be binding on all parties having an interest in the Leased Premises. The Landlord also warrants that the building is in full compliance with existing local, state, and federal codes, rules, and ordinances, and is zoned for use as an office and training center.

2. TERM

- A. The term of this Lease shall be for a period of One (1) Year, and shall commence on October 1, 2023 and shall terminate on September 30, 2024.

3. RENTAL

- A. Tenant shall pay to the Landlord for use of the Leased Premises the following sums: Three Thousand Five Hundred Twenty-Eight Dollars and No Cents (\$3,528.00) per year paid on a monthly basis of Two Hundred Ninety-Four Dollars and No Cents (\$294.00). A late payment of Ten Percent (10%) of the monthly payment shall be assessed for payments not received by the end of the Fifteenth (15th) day of the month.
- B. The Tenant may rent up to five (5) parking spaces included at a rate of Thirty Dollars (\$30) per month. Others attending the Leased Premises may park in the adjacent public parking lot, or on-street, obeying all laws and regulations,

and not obstructing the rights of other Tenants or the Landlord's rights on the Leased Premises.

- C. Use of the rental venue(s) within the Freight House complex during the annual Blues Festival will be charged the going rate. Tenant must schedule the use.

4. PAYMENT OF RENTAL

The Tenant shall pay the rentals herein specified, and all other charges, to the Landlord at: Finance—Revenue Department, 226 West Fourth Street, Davenport, Iowa, 52801, or to such other address or addresses as the Landlord shall, from time to time, designate in writing.

5. USE OF LEASED PREMISES

- A. The Tenant shall occupy and use the Leased Premises for the operation of an office and associated uses incidental to this operation. No other uses shall be permitted without the written consent of the landlord which shall not be unreasonably withheld. The Tenant shall not sell, or permit to remain in or about the Leased Premises, any article that may be prohibited by standard form fire insurance policies.
- B. The Tenant shall not display merchandise, nor permit merchandise to remain, outside the exterior walls and permanent doorway of the Leased Premises, without first securing the prior written consent of the Landlord.
- C. The Tenant shall not employ any type of sound-emitting device in or about the Leased Premises that is audible outside the Leased Premises, except for fire and burglar alarms.

6. LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD

- A. The Lessee shall secure and maintain such primary insurance policies as will protect themselves or their Subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this contract whether such operations be by themselves or by any Subcontractor or anyone employed by them directly or indirectly.
- B. The following insurance policies are required unless other limits are specified. The City shall be named as an additional insured under General Liability.

(1) Statutory Worker's Compensation with waiver of subrogation in favor of the City. (if lessee has employees)

(2) Commercial General Liability

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

(3) Commercial Automobile Liability (if autos are used)

Any Auto, Hired & Non-Owned Combined Single Limit	\$ 1,000,000
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(4) Excess Liability Umbrella Form \$ 1,000,000

C. CONTRACTUAL LIABILITY; The insurance required above under "LESSEE INSURANCE", shall:

(1) be Primary insurance and non-contributory.

(2) include contractual liability insurance coverage for the Lessee's obligations under the INDEMNIFICATION paragraph.

D. CERTIFICATES OF INSURANCE; Certificates of Insurance, acceptable to the City, indicating insurance required by the Contract is in force, shall be filed with the City prior to approval of the Contract by the City. The Lessee shall insure that coverages afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the City. The Lessee will accept responsibility for damages and the City's defense in the event no insurance is in place and the City has not been notified.

E. INDEMNIFICATION; To the fullest extent permitted by the law, the Lessee shall defend, indemnify, and hold harmless the City, its officials and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to, all attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense:

(1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of

use resulting therefrom; and

- (2) is caused in whole or in part by any negligent act or omission of the Lessee, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

7. ALTERATIONS

The Tenant shall not make, or suffer to be made, any alterations, after the build-out, of the Leased Premises, or any part thereof, without the prior written consent of the Landlord, which shall not be unreasonably withheld, and any additions to, or alterations of, said Leased Premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to the Landlord.

8. MAINTENANCE AND SANITATION

- A. The Tenant, at its sole cost and expense, shall maintain in a good state or repair, the following areas: windows and doors, except for those used commonly with other tenants, along with the interior of the Leased Premises. Notwithstanding the foregoing, the Tenant may not paint, change, or modify in any manner the exterior of the Leased Premises without first securing the written consent of the Landlord. The Tenant shall be responsible for the exterior glass replacement of the demised area, should they become damaged or broken, and shall be replaced to the original specification.
- B. The Tenant shall provide and maintain sufficient sanitary receptacles in and about the interior and exterior of the Leased Premises in which to place any refuse or trash produced by the Tenant or its customers and patrons, and the Tenant shall cause such refuse or trash to be removed from the area as often as required to maintain a sanitary condition. The Landlord shall provide space on the Leased Premises for such sanitary receptacles, to the extent practical.

9. SURRENDER OF LEASED PREMISES

The Tenant shall, upon expiration of the term hereby created, or upon earlier termination hereof for any reason, quit and surrender said Leased Premises in good order, condition, and repair, reasonable wear and tear excepted, and clean and free of refuse. If alterations, additions, and/or installations have been made by the Tenant as provided for in this Lease, the Tenant shall not be required to restore the Leased Premises to the condition in which they were prior to such alterations, additions, and/or installations.

10. FIXTURES

The Tenant shall provide, install, and maintain at its expense, fixtures of a special nature that may be required by the Tenant's business. All such fixtures which are not permanently affixed to the realty shall remain the property of the Tenant and may be removed by the Tenant no later than the expiration of the term hereof, provided that the Tenant is not then in default hereunder, and that the Tenant shall promptly repair, at its own expense, any damages occasioned by such removal. All other fixtures, with the exception of any water purification equipment (including, without limitation, air conditioning units, heating equipment, plumbing fixtures, hot water heaters, carpeting or other floor covering cemented or otherwise affixed to the floor) that may be placed upon, installed in, or attached to, the Leased Premises by the Tenant shall, at the expiration or earlier termination of this Lease for any reason, be the property of the Landlord and remain upon, and be surrendered with Leased Premises, without disturbance, molestation, or injury. The Tenant shall have the right, from time to time during the term of this lease, to remove any such fixtures, equipment, or property for the purpose of replacing the same with items of like character, quality, or value.

11. TENANT IMPROVEMENTS

Prior to commencing any Tenant improvements, the Tenant shall provide to the Landlord, for its review and approval, a plan and specifications for the proposed work to be performed. All improvements shall be completed in a timely and workman-like manner and in accordance with all applicable codes and ordinances.

12. FREE FROM LIENS

The Tenant shall keep the Leased Premises and the property on which the Leased Premises are situated free from any Mechanics Liens arising out of work performed, material furnished, or obligation incurred by or at the instance of the Tenant, and indemnify and save the Landlord harmless from all such liens and all attorney's fees and other costs and expenses incurred by reason thereof. Notice is hereby given that neither the Landlord nor the Landlord's interest in the Leased Premises shall be liable or responsible to persons who furnish material or labor for or in connection with such work.

13. ABANDONMENT

The Tenant shall not vacate or abandon the Leased Premises at any time during the term of this Lease; and if the Tenant shall abandon, vacate, or surrender the Leased Premises, or be dispossessed by process of law or otherwise, any personal property belonging to the Tenant and left on the Leased Premises shall be deemed to be abandoned, at the option of the Landlord. The Tenant shall not be deemed to have vacated or abandoned the Leased Premises caused by reasons beyond its control (casualty, strikes, and acts of God).

14. SIGNS AND ADVERTISING MATERIALS

The Tenant recognizes there are Signage Restrictions for the demised area. All proposed signage must be submitted and approved by the Landlord prior to installation, whether it be affixed to the building, or window type display signs. The Tenant shall submit its signage plan to the Landlord for review and approval.

15. EXTERIOR LIGHTING

The Tenant shall not install any exterior lighting on the Leased Premises unless and until the Landlord shall have approved, in writing, the design, type, kind, and location of the lighting to be installed.

16. UTILITIES

The Landlord shall provide and be responsible for payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Leased Premises. The Tenant shall pay all charges for telephone service, trash, garbage, and rubbish removal used by the Tenant. Any security deposit or connection charges required by any utility company to furnish service to the Tenant shall be paid by the Tenant. In the event that one or more such utilities or related services shall be supplied to the Premises and to one or more other tenants within the Union Station Building without being individually metered or measured to the Premises, Tenant's proportionate share thereof shall be paid as additional rent and shall be determined by Landlord based upon their estimate of Tenant's anticipated usage. Landlord shall provide and maintain the necessary mains, conduits, wires, and cables to bring water, electricity and gas, and other utilities to the Premises.

17. ENTRY AND INSPECTION

The Tenant shall permit the Landlord and the Landlord's agents to enter into and upon the Leased Premises at all reasonable times, acceptable to the Tenant, for the purpose of inspecting the same, or for the purpose of maintaining the building in which said Leased Premises are situated, or for the purpose of making repairs, alterations, or additions to any other portion of said building. If the Tenant shall notify the Landlord that it does not intend to exercise any renewal option, the Landlord shall have the right to advertise and show the property to prospective users of the Leased Premises during the final Ninety (90) Days of the initial lease term or any option renewal.

18. DAMAGE AND DESTRUCTION OF LEASED PREMISES

- A. The Landlord agrees, at its cost and expense, to maintain the roof, walls, and foundation of the Leased Premises and building in reasonably good order and

condition, and to make all necessary repairs and replacements in and to the building, including the building flood protection system. If the Landlord fails to perform obligations under this Lease which creates a condition which interferes substantially with normal use, and as a consequence the Tenant is compelled to discontinue business in the Leased Premises in whole or in part, rental shall be proportionally abated. If Landlord defaults for more than Thirty (30) Days, after written notice by the Tenant, the Tenant shall have the right, but not be obligated to remedy such default. All such sums expended, or obligations incurred, by the Tenant in connection with the foregoing shall be paid by the Landlord to the Tenant upon demand, and if the Landlord fails to reimburse the Tenant, the Tenant may, in addition to any other right or remedy that it may have, deduct such amount from the next month's rent or rentals.

- B. In the event of a destruction of the Leased Premises or the building containing the same during said term which requires repairs to either said Leased Premises or said building, or is declared to be unfit for occupancy by any authorized public authority for any reason other than the Tenant's act, use, or occupation, which declaration requires repairs provided the Tenant gives to the Landlord written notice of the necessity therefore. If those repairs are not, or cannot be, completed within Thirty (30) Days of said notice, then the Tenant may, at its option, cancel this Lease. However, if the Tenant does not desire to cancel the Lease, rent shall be abated during the period which those repairs are made and the Tenant is compelled to discontinue business in the Leased Premises. Further, in the event of flooding, rent shall be abated during that time period the leased premises are declared to be unfit for occupancy by any authorized public authority.

19. ASSIGNMENT AND SUBLETTING

The Tenant shall not assign this Lease, or any interest therein, and shall not sublet the Leased Premises or and part thereof, or any right or privilege appurtenant thereto, or permit any other person (the agent and servants of the Tenant excepted) to occupy or use the Leased Premises, or any portion thereof without first obtaining the written consent of the Landlord. Consent by the Landlord to one assignment, subletting, occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Consent to an assignment shall not release the original named Tenant from liability which has accrued or occurred prior to the date of assignment. If the Landlord does not release the Tenant from liability, the Landlord shall give the Tenant notice of defaults by assignee and an opportunity to cure the same. Any assignment or subletting without the prior written consent of the Landlord shall be void, and shall, at the option of the Landlord, terminate this Lease. Neither this Lease nor any interest therein shall be assignable, as to the interest of the Tenant, by operation of law without the prior written consent of the Landlord. The Landlord shall give the Tenant prior notice of the assignment of this Lease and/or any interest of the Landlord therein.

20. DEFAULT, RE-ENTRY REMEDIES

If the Tenant shall fail to pay any part of the rent herein provided, or any other sum required by this Lease to be paid to the Landlord at the times or in the manner provided, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, and such failure to perform other covenants shall continue for Thirty (30) Days after written notice thereof from the Landlord to the Tenant, then the Landlord, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises without liability to any person for damages sustained by reason of such removal. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant.

21. DEFAULT, COSTS, AND ATTORNEY FEES

If the Tenant shall fail to pay any part of the rent herein provided, or any other sum required by this Lease to be paid to the Landlord at the times or in the manner provided, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, then the Tenant shall be responsible for payment of all reasonable costs and attorney fees of the Landlord that result from the Landlord pursuing its rights and remedies.

22. SALE OF LEASED PREMISES BY LANDLORD

In the event of any sale of the Leased Premises, or assignment of this Lease by the Landlord, the Landlord shall give the Tenant prior notice of any such sale or assignment. The Landlord shall be relieved of liability under the Lease only in the event that the new Landlord agrees to the Lease and to not disturb the Tenant.

23. REIMBURSEMENT

- A. All covenants and terms herein contained to be performed by the Tenant shall be performed by the Tenant at its expense, and if the Landlord shall pay any sum of money or do any act which requires the payment of money by reason of the failure, neglect, or refusal of the Tenant to perform such covenant or term, the sum or sums of money so paid by the Landlord shall be considered as additional rental and shall be payable by the Tenant to the Landlord on the first of the month next succeeding such payment, together with interest at the maximum rate permitted by law from the date of payment.
- B. All covenants and terms herein contained to be performed by the Landlord shall be performed by the Landlord at its expense, and if the Tenant shall pay any sum of money or do any act which requires the payment of money by reason of the failure, neglect, or refusal of the Landlord to perform such covenant or term after written notice by the Tenant, the sum or sums of the money so paid by the

Tenant shall be considered as rental and shall be deducted by the Tenant from the rent on the first of the month next succeeding such payment.

24. WAIVER

No covenant, term, or condition of this Lease shall be waived except by written waiver of the Landlord, and the forbearance or indulgence by the Landlord in any regard whatsoever shall not constitute a waiver of the covenant, term, or condition to be performed by the Tenant to which the same shall apply, and until complete performance by it of such covenant, term, or condition, the Landlord shall be entitled to invoke any remedy available under this Lease or by law despite such forbearance or indulgence. The waiver by the Landlord of any breach or term, covenant, or condition hereof shall apply to, and be limited to, the specific instance involved, and shall not be deemed to apply to any other instance or to any subsequent breach of the same or any other term, covenant, or condition hereof.

25. SUCCESSORS IN INTEREST

The covenants herein contained shall, subject to the provisions as to assignment, subletting, and sale of Leased Premises, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto; and all of the parties shall be jointly and severally liable hereunder.

26. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

27. TIME

Time is of the essence with regard to performance of any obligations under this Lease.

28. EMINENT DOMAIN

- A. If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding, and all rentals shall be paid up to that date, and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease.

- B. If any part of the Leased Premises shall be acquired or condemned by eminent domain or public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for the business of the Tenant, which shall be at the Tenant's reasonable discretion, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease. In the event the Tenant determines the Leased Premises are not suitable, then it shall be relieved from further obligation of this Lease.
- C. In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, the Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to its respective interests in any condemnation proceeding.
- D. Nothing herein shall be construed to preclude the Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business or depreciation to, damage to, or cost of removal of, or for value of stock, trade fixtures, furniture, or other personal property belonging to the Tenant.

29. FLOODING

Landlord agrees that it will make reasonable efforts to allow access to the leased premises during periods of flooding. Landlord and Tenant agree that each shall cooperate with emergency service utility company personnel or flood control personnel in the event of a flood. If events require the tenant to move out of occupancy because of flooding, the rent shall be abated for those days that tenancy is not possible.

30. MISCELLANEOUS

- A. The Tenant shall be responsible to pay for Tenant's proportionate share of the Real Estate Taxes of the Leased Premises and any personal property taxes assessed on the equipment or fixtures owned by the Tenant. Tenant is solely responsible to keep itself informed of the assessment and collection of taxes.
- B. The Landlord shall be responsible and pay for all snow removal, exterior landscaping, and all other exterior maintenance of the building and public areas surrounding the Leased premises. The Tenant shall be responsible, however, for the interior and exterior window cleaning of the Leased Premises.
- C. The Tenant is hereby provided the exclusive use of the space noted on the second floor of the building.

- D. The Tenant is responsible for obtaining and renewing all licenses and permits necessary for its operation. The Tenant shall comply with all Federal, State, or Local rules and regulations applicable to its operation.

31. GENERAL

- A. This Lease shall be construed in accordance with the laws of the State of Iowa.
- B. This Lease, and any exhibits attached hereto, sets forth all the covenants promises, agreements, conditions, or undertakings, either oral or written, between the Landlord and Tenant. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon the Landlord or Tenant unless reduced to writing and signed by both parties.
- C. If the Landlord or Tenant herein shall be more than one party, then the obligations of such party or parties shall be joint and several.
- D. The Landlord and Tenant acknowledge reliance on its own judgment and advice and counsel of its own attorney in interpreting this Agreement, and not in any manner on the other party.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease in duplicate the day and year above.

**MISSISSIPPI VALLEY
BLUES SOCIETY**

RIVERFRONT IMPROVEMENT COMMISSION

By _____
Randy Nunez

Date _____

By _____
Gwendolyn Lee, Chair

Date _____

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 22nd day of August, 2023 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and River Craft, INC., hereinafter designated as "Tenant."

1. **LEASED PREMISES**

- A. The Landlord has leased, and by this instrument does lease, to the Tenant the following described property located in Davenport, Iowa, together with all appurtenances thereto and with easements of ingress and egress necessary and adequate for the conduct of the Tenant's business as hereafter described:

The Freight House complex, first floor at 421 West River Drive, Davenport, Scott County, Iowa, to include approximately 2,000 square feet, hereinafter referred to as "Leased Premises."

- B. The Landlord represents and warrants that it is the sole owner of the building and Leased Premises, that it has full right, power, and authority to make the lease and that no other person or entity needs to join in the execution thereof in order for the lease to be binding on all parties having an interest in the Leased Premises. The Landlord also warrants that the building is in full compliance with existing local, state, and federal codes, rules, and ordinances.

2. **TERM**

- A. The term of this Lease shall be for a period of Three (3) Months, which begins on October 15, 2023 and shall terminate on January 15, 2024.
- B. There shall be regular check-in points between the Landlord and the Tenant regarding the status of the business operations.

3. **RENTAL**

- A. Beginning on November 1, Tenant shall pay to the Landlord on the first day of each month for use of the Leased Premises the following sum: Two Thousand Dollars and No Cents (\$2,100.00) paid on a monthly basis, for a total of \$6,300.00. In addition, a refundable deposit in the amount of \$2,100.00 will be due on November 1. A late payment of Ten Percent (10%) of the monthly payment shall be assessed for payments not received by the end of the Fifteenth (15th) day of the month.

- B. The Tenant has non-exclusive access to the Freight House parking lot, located to the south of the complex. It is intended that all tenants and related uses will work with the Landlord to accommodate needs.

4. PAYMENT OF RENTAL

The Tenant shall pay the rentals herein specified, and all other charges, to the Landlord at: Finance—Revenue Department, 226 West Fourth Street, Davenport, Iowa, 52801, or to such other address or addresses as the Landlord shall, from time to time, designate in writing.

5. USE OF LEASED PREMISES

- A. The Tenant shall occupy and use the Leased Premises for the operation of a holiday specialty bar, and associated uses incidental to this operation. No other uses shall be permitted without the written consent of the Landlord which shall not be unreasonably withheld. The Tenant shall not sell, or permit to remain in or about the Leased Premises, any article that may be prohibited by standard form fire insurance policies.
- B. The Tenant shall not display merchandise, nor permit merchandise to remain, outside the exterior walls and permanent doorway of the Leased Premises, without first securing the prior written consent of the Landlord.
- C. The Tenant shall not employ any type of sound-emitting device in or about the Leased Premises that is audible outside the Leased Premises, except for fire and burglar alarms.

6. FIRE INSURANCE

The Tenant shall be responsible for carrying fire insurance and other risk insurance on personal property owned or used by the Tenant. The Landlord shall be responsible for fire and extended coverage, including casualty, on the building that the leased premises are located in.

7. LEASEE LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD

The Lessee shall secure and maintain such primary insurance policies as will protect themselves or their Subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this contract whether such operations be by themselves or by any Subcontractor or anyone employed by them directly or indirectly.

The following insurance policies are required unless other limits are specified. The City shall be identified as a certificate holder and specifically named as an additional insured under General Liability.

(1) Commercial General Liability

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

(2) Commercial Automobile Liability

(if autos are used)

Any Auto, Hired & Non-Owned Combined Single Limit	\$1,000,000
--	-------------

(3) Excess Liability Umbrella

\$1,000,000

(4) Statutory Worker's Compensation with waiver of subrogation in favor of the City.

CONTRACTUAL LIABILITY

The insurance required above under "LESSEE INSURANCE", shall:

- (1) be Primary insurance and non-contributory.**
- (2) include contractual liability insurance coverage for the Lessee's obligations under the INDEMNIFICATION paragraph**

CERTIFICATES OF INSURANCE

Certificates of Insurance, acceptable to the City indicating insurance required by the Contract is in force, shall be filed with the City prior to approval of the Contract by the City. The Lessee shall insure that coverages afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the City. The Lessee will accept responsibility for damages and the City's defense in the event no insurance is in place and the City has not been notified.

INDEMNIFICATION

To the fullest extent permitted by the law, the Lessee shall defend, indemnify, and hold harmless the City, its officials and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to, all attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense:

(1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and

(2) is caused in whole or in part by any negligent act or omission of the Lessee, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

8. ALTERATIONS

The Tenant shall not make, or suffer to be made, any alterations, after the build-out, of the Leased Premises, or any part thereof, without the prior written consent of the Landlord, which shall not be unreasonably withheld, and any additions to, or alterations of, said Leased Premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to the Landlord.

9. MAINTENANCE AND SANITATION

- A. The Tenant, at its sole cost and expense, shall maintain in a good state or repair, the following areas: windows and doors, except for those used commonly with other tenants, along with the interior of the Leased Premises. Notwithstanding the foregoing, the Tenant may not paint, change, or modify in any manner the exterior of the Leased Premises without first securing the written consent of the Landlord. The Tenant shall be responsible for the exterior glass replacement of the demised area, should they become damaged or broken, and shall be replaced to the original specification.
- B. The Tenant shall provide and maintain sufficient sanitary receptacles in and about the interior and exterior of the Leased Premises in which to place any refuse or trash produced by the Tenant or its customers and patrons, and the Tenant shall cause such refuse or trash to be removed from the area as often as required to maintain a sanitary condition. The Landlord shall provide space near the Leased Premises for such sanitary receptacles, to the extent practical.

10. SURRENDER OF LEASED PREMISES

The Tenant shall, upon expiration of the term hereby created, or upon earlier termination hereof for any reason, quit and surrender said Leased Premises in good order, condition, and repair, reasonable wear and tear excepted, and clean and free of refuse. If alterations, additions, and/or installations have been made by the Tenant as provided for in this Lease, the Tenant shall not be required to restore the Leased Premises to the condition in which they were prior to such alterations, additions, and/or installations.

11. FIXTURES

The Tenant shall provide, install, and maintain at its expense, fixtures of a special nature that may be required by the Tenant's business. All such fixtures which are not permanently affixed to the realty shall remain the property of the Tenant and may be removed by the Tenant no later than the expiration of the term hereof, provided that the Tenant is not then in default hereunder, and that the Tenant shall promptly repair, at its own expense, any damages occasioned by such removal. All other fixtures, with the exception of any water purification equipment (including, without limitation, air conditioning units, heating equipment, plumbing fixtures, hot water heaters, carpeting or other floor covering cemented or otherwise affixed to the floor) that may be placed upon, installed in, or attached to, the Leased Premises by the Tenant shall, at the expiration or earlier termination of this Lease for any reason, be the property of the Landlord and remain upon, and be surrendered with Leased Premises, without disturbance, molestation, or injury. The Tenant shall have the right, from time to time during the term of this lease, to remove any such fixtures, equipment, or property for the purpose of replacing the same with items of like character, quality, or value.

12. TENANT IMPROVEMENTS

Prior to commencing any Tenant improvements, the Tenant shall provide to the Landlord, for its review and approval, a plan and specifications for the proposed work to be performed. All improvements shall be completed in a timely and workman-like manner and in accordance with all applicable codes and ordinances.

13. FREE FROM LIENS

The Tenant shall keep the Leased Premises and the property on which the Leased Premises are situated free from any Mechanics Liens arising out of work performed, material furnished, or obligation incurred by or at the instance of the Tenant, and indemnify and save the Landlord harmless from all such liens and all attorney's fees and other costs and expenses incurred by reason thereof. Notice is hereby given that neither the Landlord nor the Landlord's interest in the Leased Premises shall be liable or responsible to persons who furnish material or labor for or in connection with such work.

14. ABANDONMENT

The Tenant shall not vacate or abandon the Leased Premises at any time during the term of this Lease; and if the Tenant shall abandon, vacate, or surrender the Leased Premises, or be dispossessed by process of law or otherwise, any personal property belonging to the Tenant and left on the Leased Premises shall be deemed to be abandoned, at the option of the Landlord. The Tenant shall not be deemed to have vacated or abandoned the Leased Premises caused by reasons beyond its control (casualty, strikes, and acts of God).

15. SIGNS AND ADVERTISING MATERIALS

The Tenant recognizes there are Signage Restrictions for the demised area. All proposed signage must be submitted and approved by the City of Davenport prior to installation, whether it be affixed to the building or window type display signs. The Tenant shall submit its signage plan to the Landlord for review and approval.

16. EXTERIOR LIGHTING

The Tenant shall not install any exterior lighting on the Leased Premises unless and until the Landlord shall have approved, in writing, the design, type, kind, and location of the lighting to be installed.

17. UTILITIES

As part of the aforementioned rent, the Tenant shall provide and be responsible for payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Leased Premises. The Tenant also shall pay all charges for telephone and internet service, trash, garbage, and rubbish removal used by the Tenant. Any security deposit or connection charges required by any utility company to furnish service to the Tenant shall be paid by the Tenant. Landlord shall provide and maintain the necessary mains, conduits, wires, and cables to bring water, electricity and gas, and other utilities to the Leased Premises.

18. ENTRY AND INSPECTION

The Tenant shall permit the Landlord and the Landlord's agents to enter into and upon the Leased Premises at all reasonable times, acceptable to the Tenant, for the purpose of inspecting the same, or for the purpose of maintaining the building in which said Leased Premises are situated, or for the purpose of making repairs, alterations, or additions to any other portion of said building. If the Tenant shall notify the Landlord that it does not intend to exercise any renewal option, the Landlord shall have the right to advertise and show the property to prospective users of the Leased Premises during the final Ninety (90) Days of the initial lease term or any option renewal.

19. **DAMAGE AND DESTRUCTION OF LEASED PREMISES**

- A. The Landlord agrees, at its cost and expense, to maintain the roof, walls, and foundation of the Leased Premises and building in reasonably good order and condition, and to make all necessary repairs and replacements in and to the building, including the building flood protection system. If the Landlord fails to perform obligations under this Lease which creates a condition which interferes substantially with normal use, and as a consequence the Tenant is compelled to discontinue business in the Leased Premises in whole or in part, rental shall be proportionally abated. If Landlord defaults for more than Thirty (30) Days, after written notice by the Tenant, the Tenant shall have the right, but not be obligated to remedy such default. All such sums expended, or obligations incurred, by the Tenant in connection with the foregoing shall be paid by the Landlord to the Tenant upon demand, and if the Landlord fails to reimburse the Tenant, the Tenant may, in addition to any other right or remedy that it may have, deduct such amount from the next month's rent or rentals.

- B. In the event of a destruction of the Leased Premises or the building containing the same during said term which requires repairs to either said Leased Premises or said building, or is declared to be unfit for occupancy by any authorized public authority for any reason other than the Tenant's act, use, or occupation, which declaration requires repairs provided the Tenant gives to the Landlord written notice of the necessity therefore. If those repairs are not, or cannot be, completed within Thirty (30) Days of said notice, then the Tenant may, at its option, cancel this Lease. However, if the Tenant does not desire to cancel the Lease, rent shall be abated during the period which those repairs are made and the Tenant is compelled to discontinue business in the Leased Premises. Further, in the event of flooding, rent shall be abated during that time period the leased premises are declared to be unfit for occupancy by any authorized public authority.

20. **ASSIGNMENT AND SUBLETTING**

The Tenant shall not assign this Lease, or any interest therein, and shall not sublet the Leased Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person (the agent and servants of the Tenant excepted) to occupy or use the Leased Premises, or any portion thereof without first obtaining the written consent of the Landlord. Consent by the Landlord to one assignment, subletting, occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Consent to an assignment shall not release the original named Tenant from liability which has accrued or occurred prior to the date of assignment. If the Landlord does not release the Tenant from liability, the Landlord shall give the Tenant notice of defaults by assignee and an opportunity to cure the same. Any assignment or subletting without the prior written consent of the Landlord shall be void, and shall, at the option of the Landlord, terminate this Lease. Neither this Lease nor any interest therein shall be assignable, as to the interest of the Tenant, by operation of law without the prior written consent of the Landlord. The Landlord

shall give the Tenant prior notice of the assignment of this Lease and/or any interest of the Landlord therein.

21. DEFAULT, RE-ENTRY REMEDIES

If the Tenant shall fail to pay any part of the rent herein provided, or any other sum required by this Lease to be paid to the Landlord at the times or in the manner provided, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, and such failure to perform other covenants shall continue for Thirty (30) Days after written notice thereof from the Landlord to the Tenant, then the Landlord, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises without liability to any person for damages sustained by reason of such removal. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant.

22. DEFAULT, COSTS, AND ATTORNEY FEES

If the Tenant shall fail to pay any part of the rent herein provided, or any other sum required by this Lease to be paid to the Landlord at the times or in the manner provided, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, then the Tenant shall be responsible for payment of all reasonable costs and attorney fees of the Landlord that result from the Landlord pursuing its rights and remedies.

23. SALE OF LEASED PREMISES BY LANDLORD

In the event of any sale of the Leased Premises, or assignment of this Lease by the Landlord, the Landlord shall give the Tenant prior notice of any such sale or assignment. The Landlord shall be relieved of liability under the Lease only in the event that the new Landlord agrees to the Lease and to not disturb the Tenant.

24. REIMBURSEMENT

- A. All covenants and terms herein contained to be performed by the Tenant shall be performed by the Tenant at its expense, and if the Landlord shall pay any sum of money or do any act which requires the payment of money by reason of the failure, neglect, or refusal of the Tenant to perform such covenant or term, the sum or sums of money so paid by the Landlord shall be considered as additional rent and shall be payable by the Tenant to the Landlord on the first of the month next succeeding such payment, together with interest at the maximum rate permitted by law from the date of payment.

- B. All covenants and terms herein contained to be performed by the Landlord shall be performed by the Landlord at its expense, and if the Tenant shall pay any sum of money or do any act which requires the payment of money by reason of the

failure, neglect, or refusal of the Landlord to perform such covenant or term after written notice by the Tenant, the sum or sums of the money so paid by the Tenant shall be considered as rent and shall be deducted by the Tenant from the rent on the first of the month next succeeding such payment.

25. WAIVER

No covenant, term, or condition of this Lease shall be waived except by written waiver of the Landlord, and the forbearance or indulgence by the Landlord in any regard whatsoever shall not constitute a waiver of the covenant, term, or condition to be performed by the Tenant to which the same shall apply, and until complete performance by it of such covenant, term, or condition, the Landlord shall be entitled to invoke any remedy available under this Lease or by law despite such forbearance or indulgence. The waiver by the Landlord of any breach or term, covenant, or condition hereof shall apply to, and be limited to, the specific instance involved, and shall not be deemed to apply to any other instance or to any subsequent breach of the same or any other term, covenant, or condition hereof.

26. SUCCESSORS IN INTEREST

The covenants herein contained shall, subject to the provisions as to assignment, subletting, and sale of Leased Premises, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto; and all of the parties shall be jointly and severally liable hereunder.

27. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

28. TIME

Time is of the essence with regard to performance of any obligations under this Lease.

29. EMINENT DOMAIN

- A. If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease

shall cease and terminate as of the date of title vesting in such proceeding, and all rentals shall be paid up to that date, and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease.

- B. If any part of the Leased Premises shall be acquired or condemned by eminent domain or public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for the business of the Tenant, which shall be at the Tenant's reasonable discretion, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease. In the event the Tenant determines the Leased Premises are not suitable, then it shall be relieved from further obligation of this Lease.
- C. In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, the Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to its respective interests in any condemnation proceeding.
- D. Nothing herein shall be construed to preclude the Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business or depreciation to, damage to, or cost of removal of, or for value of stock, trade fixtures, furniture, or other personal property belonging to the Tenant.

30. **MISCELLANEOUS**

- A. The Tenant shall be responsible to pay for Tenant's proportionate share of the Real Estate Taxes of the Leased Premises and any personal property taxes assessed on the equipment or fixtures owned by the Tenant. Tenant is solely responsible to keep itself informed of the assessment and collection of taxes.
- B. The Landlord shall be responsible and pay for all snow removal, exterior landscaping, and all other exterior maintenance of the building and public areas surrounding the Leased premises. Tenant shall remove snow from the deck on the south side of the building. The Tenant shall be responsible, however, for the interior and exterior window cleaning of the Leased Premises.
- C. The Tenant is hereby provided the exclusive use of the space agreed to on the first floor of the Freight House building.
- D. The Tenant is responsible for obtaining and renewing all licenses and permits necessary for its operation. The Tenant shall comply with all Federal, State, or local rules and regulations applicable to its operation.

- E. The rental of certain equipment (herein itemized) is included in the base rent. Equipment is as is, where is, and any maintenance required for equipment is the responsibility of the Tenant.

31. GENERAL

- A. This Lease shall be construed in accordance with the laws of the State of Iowa.
- B. This Lease, and any exhibits attached hereto, sets forth all the covenants promises, agreements, conditions, or undertakings, either oral or written, between the Landlord and Tenant. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon the Landlord or Tenant unless reduced to writing and signed by both parties.
- C. If the Landlord or Tenant herein shall be more than one party, then the obligations of such party or parties shall be joint and several.
- D. The Landlord and Tenant acknowledge reliance on its own judgment and advice and counsel of its own attorney in interpreting this Agreement, and not in any manner on the other party.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease in duplicate the day and year above.

RIVER CRAFT, INC.

**RIVERFRONT IMPROVEMENT
COMMISSION**

By _____
Ethan Bailey, President

By _____
Gwendolyn Lee, Chair

Date: _____

Date: _____