

LEASE AGREEMENT

This Lease Agreement is made this 1st day of June, 2013 by and between St. Paul's United Methodist Church (hereinafter "Landlord") and Gila County dba Gila Employment and Special Training (GEST) (hereinafter "Tenant"). In consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. Landlord leases to the Tenant, and the Tenant rents from the Landlord the following described premises: 250 E. Cedar Street, Globe, Arizona 85501 (Commonly known as the Tuffy Tiger Building)
2. The term of the Lease Agreement shall be for month to month commencing and ending with 30 days notice from either party.
3. The Tenant shall pay to Landlord as rent \$500.00 per month, payable on the 1st day of month.
4. This Lease is subject to all present or future mortgages affecting the premises.
5. Tenant shall use and occupy the premises only as an Adult Day Treatment Center* subject at all times to the approval of the Landlord.
6. The Tenant shall not make any alteration, additions or improvements to the premises without prior written consent of the Landlord.
7. The Landlord, at his own expense, shall furnish the following utilities or amenities for the benefit of the Tenant: water, gas, electric, garbage pickup, and sewer.
8. The Tenant, at his own expense, shall furnish the following: All other equipment and supplies as needed.
9. The Tenant shall purchase at his own expense public liability insurance in the minimum amount of \$1,000,000 as well as fire and hazard insurance in the amount of \$1,000,000 for the premises and shall provide satisfactory evidence thereof to the Landlord and shall continue in same force and effect throughout the Lease term hereof.
10. The Tenant shall not permit or commit waste to the premises.
11. The Tenant shall comply with all rules, regulations, ordinances codes and laws of all governmental authorities having jurisdiction over the premises.
12. The Tenant shall not permit or engage in any activity that will affect an increase in the rate of insurance for the Building in which the premises is contained nor shall the Tenant permit or commit any nuisance thereon.
13. The Tenant shall not sublet or assign the premises nor allow any other person or business to use or occupy the premises without prior written consent of the landlord, which consent may not be unreasonably withheld.
14. At the end of the term of this Lease Agreement, the Tenant shall surrender and deliver up the premises in the same condition (subject to any additions, alterations or improvements, if any) as presently exists, reasonable wear and tear excluded.
15. Upon default in any term or condition of this Lease Agreement, the Landlord shall have the right to undertake any or all other remedies permitted by Law.
16. This Lease Agreement shall be binding upon, and inure to the benefit of, the parties, their heirs, successors, and assigns.
17. Trustees have given permission for wheelchair access to be made in (1) one bathroom at the Tenants expense. Other handicapped modifications will be at the Tenants own expense.

IN WITNESS WHEREFORE, the parties hereto have executed this AGREEMENT.

St. Paul's United Methodist Church

By: Thomas J. Moody
Board of Trustees

Date: 6-9-13

Thomas J. Moody
Printed Name

Gila County

Chairman, Board of Supervisors

Date: _____

Michael Pastor
Printed Name

Approved as to form:

Deputy Attorney Principal

Date: _____

Bryan B. Chambers
Printed Name

*Adult Day Treatment Center is defined as premises which are used to provide Day Treatment Adult (D.T.A.) services as defined by the Arizona Department of Developmental Disabilities (D.D.D.). Only adults who are currently receiving D.T.A. services through the D.D.D. Program will be eligible to receive Adult Day Treatment Center services at this facility.