

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this _____ day of _____ by and between _____, hereinafter referred to as "LESSOR", and, _____, hereinafter referred to as "LESSEE";

WITNESSETH:

WHEREAS, The LESSEE desires to lease from LESSOR _____ located upon certain real estate at _____.

NOW, THEREFORE, in consideration of the mutual promises, covenants, warranties and conditions set forth herein, the parties hereto agree as follows:

1. Leased Premises and Term: LESSOR does hereby lease to LESSEE _____ located upon real estate located at _____ to be used for _____. _____ is referred to herein as "Leased Premises". The aforesaid limited use described above shall be between the hours of _____ a.m./p.m. to _____ a.m./p.m. on _____.

2. Rent: LESSEE shall pay the LESSOR as rent, \$ _____ Dollars.

Upon the end of the term, LESSEE shall surrender the Leased Premises to LESSOR in as good condition and repair as when delivered to LESSEE by LESSOR.

3. Use of the Leased Premises: The Leased Premises shall be used only as a _____ and for no other purpose. LESSEE shall not use the Leased Premises or permit anything to be done on or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or hereinafter enacted or promulgated.

4. Assignment: LESSEE may not assign its rights under this Agreement or sublet the whole or any part of the Leased Premises without the prior written consent of LESSOR.

5. Maintenance and Repair: LESSEE shall prevent waste to the real estate. LESSEE shall keep and maintain the Leased Premises free from rubbish, paper, cans, trash, debris, flammable materials of any description, and any materials defined as hazardous under any local, state or federal law, regulation or ordinance, and at all times, in a clean fashion and sanitary condition.

6. Fire and Casualty: If any of the Leased Premises herein described shall be totally or partially destroyed by fire, wind or other casualty, then LESSOR may elect not to restore and repair the affected Leased Premises and in that case this Agreement shall be terminated upon written notice by LESSOR to the LESSEE.

7. Insurance: LESSEE agrees to procure and maintain a policy or policies of insurance at its own cost and expense insuring LESSOR, its successors and assigns from all claims, demands, or actions for injury arising from, related to, or connected with the conduct and operations of LESSEE'S business on the Leased Premises, in an amount not less than \$ _____ for any single occurrence. LESSEE shall provide LESSOR with certificates of insurance evidencing the above coverages and limits. Said insurance shall not be cancelled unless LESSOR, its successors and assigns is notified in writing at least twenty (20) days prior to any such cancellations. If LESSEE fails to comply with such requirements, LESSOR may obtain such insurance and keep the same in effect, and LESSEE shall pay LESSOR the premium cost thereof upon demand.

8. Indemnification of Lessor: LESSEE will protect, indemnify and hold harmless LESSOR from and against all liabilities, obligations, damages, penalties, claims, causes of action, costs, charges and expenses, which may be imposed upon or incurred by or asserted against LESSOR by reason of any loss, damage or claims of loss of life or of injuries to persons or property during the term of this Lease, and which arise out of or are related to the condition of the Leased Premises or damages incurred with respect to any material breach of this Agreement, or as a result of the negligent acts or omissions or willful misconduct of LESSEE, its employees, invitees, contractors, agents, or others.

9. Transfer of Lessor's Interest: "LESSOR" means the person who is the owner of the Leased Premises from time to time. Each person who owns the Leased Premises and sells the Leased Premises to a purchaser that assumes all of the liabilities of LESSOR under this Lease Agreement from and after the date of the transfer other than accrued liabilities shall be relieved of all liabilities under this Lease Agreement from and after the date of the transfer other than accrued liabilities.

10. Lessor Not Liable: LESSOR shall not be liable to LESSEE for any claims under this Lease Agreement, and LESSEE hereby waives all claims against LESSOR for any injury or damage to any person or property in and about the Leased Premises, including, but not limited to, fire, explosion, theft, mischief, vandalism, collision and by or from the other cause whatsoever.

11. Rules and Regulations: LESSOR may set reasonable rules and regulations for the conduct of persons on or about the Leased Premises, which may change from time to time. LESSEE shall abide by these rules and regulations.

12. Subordination: LESSEE'S interests created by this Lease Agreement shall be subordinate to any existing or future mortgage of LESSOR. LESSEE shall execute any instrument as LESSOR shall reasonably request to effectuate this Subordination.

13. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. This instrument has been executed in counterparts, and each counterpart constitutes an original document.

14. Severability: If any paragraph, subparagraph, term, or provision of this Lease Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of such paragraph, subparagraph, term, or provision of this Lease Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each remaining paragraph, subparagraph, term, or provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. Governing Law: This instrument shall be governed by, and construed in accordance with, the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be created on the day and year first above written.

LESSOR:

By: _____

LESSEE:

By: _____