



Crawford Hills Golf Course  
Restaurant

Request for Proposals  
Packet



**Request for Proposals**  
**Crawford Hills Golf Course Restaurant**

The City of Girard is pleased to offer an exciting opportunity for a well-qualified business entity to operate a restaurant at its municipal golf course. The Restaurant will serve as a key attraction not only for the City-owned Crawford Hills Golf Course, but for the Girard community and surrounding area. Qualified proposals must have demonstrated experience, and knowledge of restaurant operations including: financing, marketing, design, leasing, management and oversight. It is further expected that proposals will be based on a thorough understanding of existing and future restaurant market conditions in Girard, area demographics, local restaurant trends, and how this business will impact the food service industry in Girard and the surrounding area.

**The response for the RFP should include the following information:**

- Name, addresses and telephone number of the prospect lessee.
- Complete resume of prospective lessee and all principal personnel to be involved in the management and operation of the restaurant.
- Description of the concept and theme planned for restaurant operations.
- A general business plan for restaurant operations and describe any plans for advertising or promoting restaurant operations to the public.
- Details for integrating and utilizing the golf course and its activities in the daily operation of the restaurant and for accommodating special events.
- Staffing expectations, to include: number of employees to be hired, command structure, position descriptions, complete with salary ranges, shift timing and duration.
- List the days the restaurant will be open for business each week and the hours of operation expected for each week, weekend day, and holidays (*subsequent to the lease parameters*)
- A sample menu showing the type of food to be served (i.e. breakfast, lunch, dinner and/or after dinner) with proposed pricing information.
  - Note the hours during which each meal will be served
- Explanation of whether alcoholic beverages will be served and describe how such serving will be integrated into the restaurant operation.
- Describe if entertainment is planned as part of the restaurant operations and if so describe the type of entertainment and a proposed schedule.
- Realistic financial projections.
- Description of any improvements planned by the lessee for the restaurant including equipment, furnishings etc., if any.
- Evidence of personal experience of the lessee and principal personnel specifically with the management and operation of restaurant facility.
- Financial statement of the prospective lessee indicating sufficient resources available for successful promotion, management and operation of the restaurant facility.

- Names, addresses and telephone numbers of at least (3) three references of individuals with direct knowledge of the experience of the lessee and principals involved in restaurant management and operation.

\*Only sealed proposals will be accepted, deadline for submitting proposals will be 4:00pm on December 18,2017. Packets can be mailed or hand delivered: 120 N Ozark, Girard, KS 66743 and must be clearly marked “CRAWFORD HILLS RESTAURANT PROPOSAL”. Submission via email or fax will not be accepted.

\*All principals associated with the proposal may be required to pass a background check, including but not limited to; past employment, credit history, and criminal records.

\*Prospective Lessee must be able to acquire and maintain at minimum a City Cereal Malt Beverage License.

Evaluation Criteria for consideration will include but not limited to:

- Quality of concept and business plan
- Fit with area demographic, impact on industry dynamic, principles, plan and objectives.
- Fit with Crawford Hills Golf Course
- Experience of operator
- Financial capability
- References
- Innovative ideas and/or plans to promote, integrate, and use of the restaurant and facility
- Other factors deemed relevant by The City, Mayor, and Council.

In selecting the Lessee, The City of Girard will consider all of the information provided by the respondents to the RFP, as well as reference checks and other information derived from any investigation that the City of Girard may perform.

Selection will be made based on but will not be limited to the selection criteria outlined above. Strong consideration will be given to the overall desirability of the proposal, not necessarily on the basis of financial strength.

\*Prior to submittal, respondents are encouraged to tour the restaurant and golf course facility.

Appointments can be made by contacting the Golf, Parks, and Receptions Director, Douglas Guns, (620) 724-6880

The Mayor and Council will review all proposals at the first council meeting of January 2018.



LEASE AGREEMENT

To Operate and Manage the Restaurant Located at  
Crawford Hills Golf Course

THIS AGREEMENT made and entered into effective this (*Date*) \_\_\_\_\_,  
by and between the CITY OF GIRARD, KANSAS, a municipal corporation hereinafter referred  
to as the "Lessor," and (*Tenant*) \_\_\_\_\_ hereinafter referred to as the  
"Lessee."

WITNESSETH:

WHEREAS, the Lessor is operating a municipal golf course known as the Crawford Hills Golf  
Course located at 205 East Highway 47, Girard, Kansas.

WHEREAS, the Lessee is of recognized ability, capable of furnishing a professional service to  
the patrons of the Golf Course Restaurant, hereinafter referred to as the "Restaurant" which would  
be of value to the City in the cooperative operation of the Golf Course; and

WHEREAS, it would be of mutual benefit to the parties hereto that certain rights, privileges,  
and covenants be granted by the City to the Lessee in exchange for the consideration of  
payment and services rendered by the Lessee for the rights, privileges, and covenants as are  
hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and of good and valuable considerations  
herein given mutually by one party to the other, the parties hereto agree to as follows:

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## **Article 1 - Demised Property**

1.1 Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property located at 205 East Highway 47 Girard, Kansas, only to include the restaurant and bar portion of the existing club house building for Crawford Hills Golf Course.

## **Article 2 - Term**

2.1 The term of this Lease shall be for a four (4) year term to begin on *(Date)* \_\_\_\_\_, unless terminated or extended, shall end on *(Date)* \_\_\_\_\_. Lessee shall notify Lessor of its intention to terminate this Lease at least six (6) months prior to the expiration of the existing term, subject to Lessor's right to terminate pursuant to Article 11.2.

## **Article 3 - Rent, Percentage Rent and Deposit**

- 3.1 Rent. Lessee shall pay the basic rent and percentage rent to Lessor, during the term of this Lease, in the amounts and at the time prescribed below in lawful money of the United States of America, at Lessor's address for notice hereunder or otherwise as Lessor may designate.
- 3.2 Basic Rent. Lessee covenants and agrees to pay Lessor, as rent for the property during the term of this Lease, the minimum rent of Nine Hundred Dollars (\$900.00) monthly (herein the "Basic Rent"), commencing on the 1<sup>st</sup> of each month proceeding the acceptance and signing of this agreement.
- 3.3 Percentage Rent. In addition to the payment of the basic rent, Lessee shall pay to Lessor monthly in the manner, upon the conditions, and at the times hereinafter set forth, during the term of this Lease, additional rent calculated at four percent (4%) of "gross sales," as hereinafter defined, from all business conducted on the property by or under Lessee during the term of this Lease.
- 3.4 Gross Sales. The term "gross sales" as used herein shall (subject to the exceptions and authorized deductions hereinafter set forth) mean the gross amount received for all goods sold or services provided by the Lessee on the property, either for cash, check, or credit, with the full amount of credit sales being reported as gross sales in the month in which such credit sales are made.
- 3.5 Statement to accompany monthly payment. Within ten (10) days of the end of each month, Lessee shall submit to Lessor a statement of Lessee's gross sales during the preceding month, which statement shall be certified to be correct by a representative of Lessee and supported by monthly sales reports generated by Lessee's point of sale system, and shall remit to Lessor a check in payment of the additional rent calculated based on such statement.

- 3.6 Audit. Lessor shall have the right, upon written demand within sixty (60) days after the end of each lease year, and at Lessor's sole expense, to have Lessee's records of gross sales for said period inspected at the offices of Lessee. In the event such audit discloses an error of five percent (5%) or more in Lessee's monthly statements of gross sales, as adjusted, then in such event, the costs of such inspection shall be borne by Lessee.
- 3.7 Business records. Lessee shall, at all times during the terms, keep in a manner consistent with good accounting practice, accurate and complete records of all business transactions made in, on or from the property.
- 3.8 Confidence. Lessor shall hold in confidence all sales figures and other financial data or information relating to Lessee's operations obtained from Lessee or upon inspection and audit of Lessee's books and records.
- 3.9 Deposit. The total of two (2) months Basic Rent (\$ 1800.00) shall be provided as a deposit and shall secure compliance with the terms and conditions of this agreement and shall be refunded to Lessee within thirty (30) days after the premises have been completely vacated less any amount necessary to pay the Lessor;
- (a) Any unpaid rent,
  - (b) Cleaning costs,
  - (c) Key and/or lock replacement costs,
  - (d) Cost for repair of damages to premises and/or common areas above ordinary wear and tear,
  - (e) Repairs to equipment or furnishings not reported as outlined in Article 9.1 paragraph (f).
  - (f) any other amount legally allowable under the terms of this agreement.
  - (g) A written accounting of said charges shall be presented to Lessee within thirty (30) days of termination of this agreement. If deposits do not cover such costs and damages, the Lessee shall immediately pay said additional costs for damages to Lessor.

#### **Article 4 - Compliance with Requirements – Utilities, Taxes, Fees, and Licensing**

- 4.1 Lessee shall promptly procure, maintain and comply with all permits, licenses and other authorizations required for the use of the property as a restaurant and bar and for the lawful operation.
- 4.2 Utilities. Lessee shall pay all costs of utilities incident to occupancy and use of the property, including electricity, gas, water, telephone, oil, garbage collection, janitorial services, exhaust hood cleaning and maintenance and any other such services that would be deemed necessary for the proper routine practice of operating a restaurant establishment.
- a. The Lessor shall cover at their cost, ten percent (10%) of electric utility cost and ten percent (10%) of the water utility cost to cover the operation and use of the adjacent portion of the facility for the golf club house patrons and staff.
  - b. Lessor will provide and maintain the buildings security system and service.
    - i. Lessee will be provided specific alarm codes for entry and exit of building and will maintain their use for the proper security of the facility.

- 4.3 Taxes and Fees. Lessee shall pay and provide accountability for all applicable taxes and fees relative to the operation and function of a restaurant facility.
- 4.4 Licensing. Lessee will have the responsibility to obtain all operational licenses, permits, tax ID's or certificates.
- a. All such documents will be displayed in a prominent space in public view in the Restaurant area.
  - b. A copy of the Kansas State Sales Tax Certificate will be filed with the City Clerk upon receipt by the Lessee.
  - c. Lessee is responsible for compliance with all applicable local, State and Federal laws and regulations in effect at the time of contract execution or those that may become effective during the term of the contract.
  - d. Lessee will procure and maintain a Cereal Malt Beverage (CMB) License and assume all responsibilities associated with holding such license.
    - i. A CMB license allows a person to sell or offer for sale any CMB for use or consumption on the licensed premise and not for resale in any form. CMB is defined in the CMB Act as having not more than 3.2 percent alcohol by weight produced by fermentation and not by distillation.

#### **Article 5 – Maintaining the Restaurant**

- 5.1 The Lessee shall not physically alter the premises and facilities under their control without written consent from the Lessor.
- 5.2 Lessee shall keep the property in good order and condition and shall make all necessary and appropriate action to keep and maintain the interior and exterior of the property in good order and condition.
- 5.3 Lessee shall do the ordinary and routine maintenance, of the fire and smoke detection and suppression system, refrigeration, cooking, cleaning, beverage distribution and other systems on the property that directly relate to the form and function required in the operation of a restaurant facility
- 5.4 Lessee shall be responsible for the cleaning and maintenance of the restaurant kitchen and dining area. This is to include but not limited to, cleaning windows inside and out, cleaning of floors in dining and kitchen areas, cleaning of all compressors of restaurant equipment, cleaning the grill/range hood, cleaning all other restaurant equipment not subsequently listed, as well as beverage dispensers and equipment, while providing all necessary requirements to meet and exceed all health department regulations for operation of a restaurant facility.
- 5.5 Lessor shall perform annual maintenance to items and equipment as part of the annual maintenance plan prescribed by the Lessor.
- 5.6 Lessor shall clean and maintain the men's and ladies' restrooms located between the restaurant area and the pro shop portion of the building.
- 5.7 The entire clubhouse facility is a "no tobacco use" facility. The Lessee shall strictly enforce this policy and clean all cigarette and trash containers located at each entry to the Restaurant daily. All restaurant staff will smoke in a designated smoking area and always remain out of public view while smoking.



## **Article 6 - Indemnification**

- 6.1 Lessee hereby indemnifies, and shall protect and hold Lessor harmless from and against all liabilities, losses, claims, demands, costs, expenses and judgments of any nature arising, or alleged to arise, from or relating to
- (a) any injury to, or the death of, any person or loss or damage to property on or about the property or any adjoining property arising from or connected with the use of the property, or
  - (b) performance of any labor or services or the furnishings of any materials or other property in respect to the property or any part thereof by or at the request of Lessee or
  - (c) damage incurred by fire, theft, or other casualty, acts of God, acts compelled by the United States of America and State of Kansas, civil disaster, and such other occurrences and events beyond control of the Lessor.
- 6.2 Lessor shall not be liable for lost income and or inventory due to equipment breakdowns or malfunctions
- 6.3 Lessee shall maintain the premises in an orderly, safe, and clean condition as to avoid the existence or creation of any conditions which would endanger or harm, or cause to harm any persons and or property entering or being held on the premises.
- 6.4 Lessor will not participate in the income or profits of the Restaurant. Additionally, the Lessor is not liable for any losses or expenses thereof.

## **Article 7 – Insurance**

- 7.1 Insurance coverage. Lessor and Lessee shall maintain with insurers authorized to do business in the state in which the property is located and which are well rated by any recognized national rating organization:
- (a.) By Lessor: fire insurance and insurance with respect to risks from time to time included under the standard extended coverage endorsement, including vandalism and malicious mischief, in amounts sufficient to prevent Lessor and Lessee from becoming co-insurers of any loss but in any event in amounts not less than the then full insurable value of the property as determined from time to time (but not less often than once every three years) by the insurer or insurers.
  - (b.) By Lessee: The Lessee agrees to secure and maintain throughout the duration of the agreement insurance of the type and in at least the amounts specified herein. The insurance will protect against loss generated either by the Lessee or any sub-lessee, or anyone directly or indirectly employed by the Lessee or any sub-lessees. Said policy of insurance shall provide that the City does not waive its defense of governmental immunity, and certification of insurance coverage shall be on the ACORD standard certificate of insurance form and satisfactory to the City of Girard. City of Girard is to be listed as an additional insured on all liability insurance.

7.2 General Liability - General Liability Insurance shall be provided with the following minimum coverages:

GENERAL LIABILITY

- |                                       |                           |                                 |
|---------------------------------------|---------------------------|---------------------------------|
| (a) Premises and Operations           | \$500,000 each occurrence | \$500,000 General Aggregate     |
| (b) Products and Completed Operations | \$500,000 each occurrence | \$500,000 Products &Comp/OP Agg |
| (c) Personal and Advertising Injury   | \$500,000 each occurrence | \$500,000 General Aggregate     |
| (d) Medical Expense                   |                           | \$10,000 Any one Person         |

AUTO LIABILITY

- |                         |                 |
|-------------------------|-----------------|
| (e) Hired and Non-owned | \$1,000,000 CSL |
|-------------------------|-----------------|

LIQUOR LIABILITY

- |                     |                           |
|---------------------|---------------------------|
| (f) Primary Limit   | \$500,000 each occurrence |
| (g) Aggregate Limit | \$500,000 aggregate       |
| (h) Defense Costs   | Unlimited                 |

7.3 Workers' Compensation and Employers' Liability - The policy shall insure against all claims under applicable State Workers' Compensation laws and shall protect the Lessee against all claims for injury, disease, or death of employees which for any reason may not fall within the provisions of these laws.

**Article 8 – Use, Hours, Accessibility, and Operation**

- 8.1 Use. Lessee shall use the property only for the operation of a restaurant and bar and for no other purpose without the prior written consent of Lessor.
- 8.2 Subletting. Lessee may not mortgage, pledge or otherwise encumber its interest in this Lease or enter into any sublease of the property or management agreement with respect to the restaurant and bar operations on the property
- 8.3 Hours. The Lessor shall have the right to designate Lessee's hours of operation and approve the minimal days and hours of each day during which the Restaurant shall be operated. Lessee shall at minimum maintain a set opening time of 10:00am and a closing time of 9:00pm through the course of a calendar week. Lessee is expected to maintain these minimum hours for all holidays and weekends that coincide with the operational hours of the golf course during the golf season (April through October).
- 8.4 Accessibility. The Lessor shall have at all times the right to inspect the premises and facilities occupied by the Lessee under normal operational hours. Prior notification of said inspection is not required and all areas of the facility must be accessible for inspection.

8.5 Operation. The Lessee will employ well-trained employees and facility shall be staffed at appropriate levels to insure outstanding customer service at all times.

- a. The facility is to meet or exceed all health requirements with no critical violations on any given inspection by the City, County, or State Health Department.
- b. Lessee's employees are at no time to be idle and should always be performing work to enhance the presentation of the dining areas, including cleaning, stocking and trash removal.
- c. Lessee's employees are responsible for cleaning tables, disposing of trash and straightening tables and chairs in the dining, meeting room and patio area. This is to be done on an ongoing basis and prior to opening each day.
- d. During scheduled events being held on the golf course, Lessee will be responsible for staffing and providing refreshments for sale to patrons on the golf course. This service shall be in operation on the course at the event start time and shall continue operation until the event has concluded. This is to include all tournaments, outings, and leagues.
  - i. Lessor will provide lessee with a refreshment cart and access to fuel daily for the adherence to this provision
  - ii. Lessee may also utilize refreshment cart during peak golf playing times and days to increase refreshment sales and add to customer experience.
  - iii. Lessor will make available to Lessee a list of all upcoming events no later than one (1) week prior to said scheduled event.
  - iv. Reoccurring events; such as leagues, will have notice given to Lessee of scheduled start date and time as well as duration of reoccurring event so that Lessee can staff refreshment cart accordingly.
- e. Lessee retains rights to used grease and is responsible for contracting removal of such in a manner that precludes back-up or clogging of the drainage system.
- f. Lessee will be responsible for the cleaning and pumping/removal of all grease from the restaurant grease trap and make all necessary precautions to prevent grease infiltration into the facilities septic system.
- g. Lessee is responsible for all advertising and promotion of the restaurant.
  - i. All door signage will be constructed of vinyl lettering in a professional manner consistent with existing signage. Vinyl signage may be placed on either or both glass doors at the east exit leading to and from the outdoor patio, and the northwest door leading into the facility from the parking lot. Information is limited to business logo, hours of operation, and phone number.
- h. Lessor will post information on its website regarding Lessee's menu and hours of operation.
- i. Lessee will use only the approved Crawford Hills logo if used in marketing, promoting and advertising if Crawford Hills Golf Course is included in any official documents such as letterhead, menus, posters and all other forms of printed media, including garments. No other logo will be permitted for use without the expressed written consent of the Lessor.
- j. Lessor will provide Lessee with a digital copy of logo for use upon request.

## **Article 9 – Equipment and Furnishings**

- 9.1 Lessee shall have the use of existing equipment and furnishings owned by the Lessor as now may be located upon the premises within the Restaurant area of the facility, or hereafter provided by the Lessor.
- a. Lessee is responsible to maintain all Lessor owned equipment and materials in good operating repair and store using accepted practices if applicable.
  - b. Lessee will use all equipment, materials, and furnishings in a manner intended for its use. This includes but is not limited to the electricity, heating and air conditioning, plumbing, interior and exterior of buildings, as well as any other equipment provided by Lessor.
  - c. Lessee agrees to exercise general supervision and responsibility for the proper use and care of all equipment and furniture located upon the premises which are specifically for the use and convenience of all public users of the Golf Course and Restaurant Patrons.
  - d. Lessee will not bring additional furniture into the facility without the consent of the Lessor.
    - i. A detailed list of all additions to equipment and furnishings must be provided prior to authorization.
    - ii. Any equipment and /or furnishings owned by the Lessee left on the premises after the conclusion of this agreement will become the sole property of the Lessor.
    - iii. Lessor agrees that all trade fixtures, signs, equipment, furniture or other personal property of whatever kind and nature purchased and kept or installed on the property by Lessee and at Lessee's expense shall not become the property of Lessor or a part of the realty no matter how affixed to the property and may be removed by Lessee at any time and from time to time during the entire term of this Lease.
  - e. Lessee will not alter, change or augment any equipment, furnishings, or provision that the Lessor has or will provide under this agreement.
  - f. Lessee shall be responsible for coordinating the repair and replacement of equipment.
    - i. If Lessee observes or receives notice that any equipment is inoperative or in disrepair, Lessee is responsible to provide notice of such defect(s) to Lessor within 24 hours of receipt of knowledge of such defect. If the defect is a threat to the health or safety to persons or the public in general, or prevents the preservation of real or personal property, Lessee will take immediate corrective action.
    - ii. Lessor will make or have made, all necessary repairs to equipment and furnishings when a report of malfunction is presented.
  - g. An inventory and inspection of the equipment and furnishings shall be taken by a representative of each, The Lessor, and Lessee, and said inventory and inspection report shall be made a part of this agreement.

## **Article 10 – Surrender**

10.1 Upon the expiration or earlier termination of this Lease, Lessee shall surrender the property to Lessor in good order and condition, except for ordinary wear and tear.

- a. Lessee shall remove from the property on or prior to such expiration or earlier termination all of Lessee's property situated thereon and shall repair any damage caused by such removal.
- b. Any property not so removed shall become the property of Lessor.
- c. Lessor shall perform a walkthrough inspection with Lessee at the surrendering of the property to ensure that the building, equipment and furnishings are in proper order and in compliance with the terms of this lease.
- d. Lessee shall surrender all provided keys and any copies made to Lessor

## **Article 11- Events of Default**

11.1 Any of the following occurrences, conditions or acts shall constitute an "event of default" under this Lease:

- a. if Lessee shall default in making payment when due of any basic rent or percentage rent or default in the observance or performance of any other provisions of this Lease and if such default shall continue for thirty (30) days; or
- b. if the property shall be abandoned by Lessee for a period of five (5) consecutive days; or
- c. if Lessee shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to the bankruptcy law or under any similar federal or state law, or shall be adjudicated a bankrupt or become insolvent, or shall be unable to meet Lessee's obligations as they become due, or shall take any corporate action in furtherance of any of the foregoing; or
- d. if a petition or answer shall be filed proposing the adjudication of Lessee as a bankrupt or the reorganization of Lessee pursuant to the bankruptcy law or any similar federal or state law, and (i) Lessee shall consent to the filing thereof, or (ii) such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or
- e. if a receiver, trustee, or liquidator (or other similar official) of Lessee or of all or substantially all their respective businesses or assets or of the estate or interest of Lessee in the property shall be appointed and shall not be discharged within sixty (60) days thereafter or if Lessee shall consent to or acquiesce in such appointment; or
- f. if the estate or interest of Lessee in the property shall be levied upon or attached in any proceeding and such process shall not be vacated or discharged within sixty (60) days after such levy or attachment, unless such levy or attachment is being contested.
- g. notwithstanding the provisions of subparagraphs c, d and e, if at any time during the term, proceedings in bankruptcy, insolvency or other similar proceedings be instituted by or against Lessee, whether or not such proceedings result in an

adjudication against Lessee, or should a receiver of the business or assets of Lessee be appointed, such proceedings or adjudications shall not affect the validity of this Lease so long as rent and additional rent reserved hereunder continues to be paid to Lessor and the other terms, covenants

- 11.2 If Lessee shall fail to make or perform any payment or act required by this Lease, then Lessor may (but need not), make such payment or perform such act for the account of Lessee, and/or Lessor shall have the right to terminate the lease on at least ninety (90) days advance written notice. All amounts paid by Lessor and all incidental costs and expenses (including attorneys' fees and expenses) sustained relating to such payment(s) or performance(s), together with interest at the then current commercial loan rate charged by local banks to small business borrowers in the Girard City area from the date of the making of such payment(s) or of the incurring of such costs and expenses, shall be paid by Lessee to Lessor on demand. If, after the initial four-year term or any extension term, Lessor is dissatisfied with Lessee's operation of the restaurant, Lessor shall notify Lessee in writing of its dissatisfaction and the deficiencies upon which it is based. Lessee shall be afforded six months to address the deficiencies and, if Lessor still is not satisfied, Lessor shall notify Lessee of its continuing dissatisfaction and, in that event, Lessor shall have the right to terminate the lease on at least 90 days advance written notice.

#### **Article 12- Effect of Damage or Destruction of Demised Property**

- 12.1 If the demised premises are damaged or destroyed in whole or part by fire or other casualty during the term of this lease, lessor shall, with due diligence, repair, restore, rebuild, or replace the premises or portions thereof destroyed or damaged, so that the property shall be substantially the same as prior to such damage.
- a. If the destruction or damage amounts to more than ninety percent (90%) of the insurable value of the premises, and such damage or destruction occurs within one (1) year of the termination date of this lease, Lessee may, at its option, cancel or terminate the lease by giving written notice thereof to Lessor within thirty (30) days of such damage or destruction has occurred. In such event this lease shall terminate on the date specified in such notice, and Lessor shall not be obligated to repair or rebuild. In the event of such damage or destruction, rent under this lease shall be abated for the time during which, and to the extent to which, the demised premises may not be used by Lessee.
  - b. Lessee shall be entitled to receive a pro rata refund out of any advance rent paid for the period during which the premises were unusable because of destruction or damage.
  - c. Lessor shall not be liable for loss of income or consequential damages due to fire or other casualty.
  - d. Lessee shall obtain and pay premiums for any casualty insurance it desires for any property owned by it and for any business interruption/loss of income coverage.
  - e. The Lessor shall not be liable or obligated to Lessee for damage incurred by fire, theft, or other casualty, acts of God, acts compelled by the United States of

America and State of Kansas, civil disaster, and such other occurrences and events beyond control of the City.

### **Article 13- Notices**

13.1 All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or to be given shall be in writing and shall be deemed to have been given when delivered, emailed, hand delivered, or when mailed by first class registered or certified mail, postage prepaid.

### **Article 14- Amendments**

14.1 This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing, signed by the party against whom enforcement thereof is sought.

### **Article 15- Miscellaneous**

15.1 Severability. If any provisions of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected.

15.2 Captions. The table of contents, the article and section headings are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

15.3 Governing law. This Lease shall be governed by and interpreted in accordance with the laws of the State of Kansas and any disputes regarding this Lease shall be resolved in the courts applicable to the jurisdiction that govern.

15.4 Relationship of parties. Lessor and Lessee shall not be considered or deemed to be joint ventures or partners and neither shall have the power to bind or obligate the other except as set forth herein.

15.5 Construction. All terms used in this Lease, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine, or neuter, as the context or sense of this Lease or any section, subsection or clause herein may require as if such terms had been fully and properly written in such number or gender.

15.6 Modification. No changes, additions or interlineations made to this Lease shall be binding unless initialed by each of the parties.

15.7 Liquor License. Lessee shall obtain and keep current and in good standing a liquor license to serve beer, wine and liquor throughout the initial term of this lease and each extension term.

15.8 Business License. Lessee shall obtain and keep current and in good standing a business license.

IN WITNESS HEREOF, the parties hereto have executed this agreement in duplicate on the date written opposite their signatures.

\_\_\_\_\_  
Mayor, City of Girard, Kansas

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date