

AGREEMENT

This is an agreement made on this the 19th day of April, 2004, between **The City of Jonesboro, party of first part and Wanda Turner a/k/a Northeast Arkansans for Animals, party of the second part.** The party of the first part rents to party of second part a building located on the corner of Matthews and Caraway known as the Old Fire Department Building under the following conditions:

1. **TERM:** The initial term shall be for 120 days, beginning on 19th day of April, 2004 and ending on 17th day of Aug., 2004.
2. **RENT:** There shall be no rent monies due during the term of this agreement.
3. **RENEWAL TERM:** Either party may terminate this agreement at the end of the initial term by giving the other party (30) thirty days written notice prior to the end of the term.
4. **FIRE:** If the building is made uninhabitable by fire, not the fault of the party of the second part, this agreement shall be terminated.
5. **HOLD OVER:** The party of the second part shall deliver possession of the building in good order and repair to party of the first part upon termination or expiration of this agreement.
6. **RIGHT OF ACCESS:** The party of the first part shall have the right of access to the building, without notice for inspection and maintenance during reasonable hours. In case of emergency, the party of the first part may enter at any time to protect life and prevent damage to the property.

7. **USE:** The surrounding premises of the building shall be used by the Northeast Arkansans for Animals for the spaying and neutering of animals. No animals, birds, or pets of any kind shall be permitted inside the building. The building shall be used so as to comply with all state laws and ordinances. The party of the second part shall not use the building or permit the building to be used for any disorderly or unlawful purpose or in any manner so as to interfere with other resident's quiet enjoyment of the homes or business.

8. **PROPERTY LOSS:** The party of the first party shall not be liable for any damage to party of second part's property of any type for any reason whatsoever, except where such is due to party of first part's negligence. The party of the second part shall be responsible for obtaining liability insurance with respect to the building and surrounding premises during the term of this agreement.

9. **INDEMNIFICATION.** The party of second part shall release party of the first part from any liability for and agrees to indemnify party of first part against all losses incurred by party of first part as a result of:

(a) Party of Second part's failure to fulfill any condition of this agreement;

(b) Any damage or injury happening in or about the building or premises to party of second part's invitees or licensees or such person's property;

(c) Party of second part's failure to comply with any

requirements imposed by any governmental authority; and

(d) Any judgment, lien or other encumbrance filed against the house as a result of party of second part's action.

10. REPAIRS: Party of second part accepts the building and surrounding premises in "as is" condition as suited for the use intended. Party of second part understands and agrees to keep said building together with the fixtures therein, in a clean, sightly and sanitary condition. Party of first part will make the necessary repairs to the building with reasonable promptness after receipt of written notice from party of second part. If any damage, beyond normal wear and tear, is caused by party of second part, party of second part agrees to pay party of first part the cost of repair. Party of second part may not remodel or structurally change the building, nor remove any fixture therefrom.

11. DEFAULT: Any breach or violation of any provision of this agreement by party of second part or any untrue or misleading information by party of second part shall give party of first part the right to terminate this agreement or take possession and hold party of second part liable for the remainder of the term.

12. RULES AND REGULATIONS:

(a) Signs: Tenant shall not display any signs, exterior lights, or markings on the house without prior consent of Party of first Part.

(b) Locks: Resident is prohibited from adding locks to, changing or in any way altering locks installed on the

doors of the building, without the written permission of the party of first part.

(C) Storage: No goods or materials of any kind or description which are combustible or would increase fire risk shall be taken or placed in storage areas. Storage in such areas shall be at party of second part's risk and party of first part shall not be responsible for any loss or damage.

13. ENTIRE AGREEMENT: This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding.

14. LAWN MAINTENANCE: Lawn care will be maintained by the party of the second part-mowing, trimming, etc.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed in person or by a duly authorized person, the day and year first above written.

NORTHEAST ARKANSANS FOR ANIMALS

Executive Director

BY: *Wanda Turner*

WANDA TURNER,

PARTY OF SECOND PART