**LOCKBOX AGREEMENT**

This lease made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between Village of Oconto, hereinafter referred to as Lessor, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as Lessee.

WITNESSETH:

THAT IN CONSIDERATION of the rents and mutual promises of the parties hereto, the Lessor has leased and by these presents does lease to the Lessee, the real estate hereinafter described upon the terms and conditions as hereinafter set forth namely:

1. REAL ESTATE SUBJECT TO LEASE: The real estate which is the subject of this Lease is the following described real estate located in Custer County, Nebraska, to wit:

A Lockbox located within the Village Office of the Village of Oconto, Nebraska.

The Lockbox to be rented shall be listed as Lockbox Number \_\_\_\_\_\_\_\_\_.

The Lessor will provide two keys for the lockbox.

1. RENT: The Lessee shall pay to the Lessor, rental in the sum of $40.00 annually starting the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ and due annually thereafter. Any rental payments more than 5 days late shall incur a late fee of $25.00.
2. TERMS OF LEASE: The term of this Lease shall be and is for a period from \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, to the \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_. Said Lease may be renewed for another one year term upon notice and acceptance of both parties more than 30 days prior to the end of the least term.
3. USE OF PREMISES: Lessee agrees that the real estate which is the subject of this Lease shall be used as the rental of a lockbox within the Village Building and no other use of the property other than access to the lockbox.
4. NON-ASSIGNABILITY: The Lessee will not assign this Lease or any interest therein, nor let or sublet the said premises or any part thereof without the written consent of the Lessor, and neither this Lease, nor any interest therein shall be assignable or transferable by the Lessee without the written consent of the Lessor. Any assignment of the Lease by the Lessee, subletting by the Lessee, or any transfer by the Lessee to any third party, all without the prior, written consent of the Lessor shall, at the option of the Lessor, be cause for termination of this Lease.
5. INDEMNIFICATION: The Lessee shall indemnify and hold harmless the Lessor from any and all damage of injury of every nature or description arising directly or indirectly from the use of the subject real estate by the Lessee.
6. NON-WAIVER: In the event that the Lessor waives any right reserved herein or waives the performance of any covenant or other agreement to be kept and performed the Lessee, expressed or implied, or breach thereof, by the Lessee, such waiver shall not be construed nor deemed to be a waiver of any subsequent breach of a like or other covenant. Therefore, the Lessee agrees that, in the event said Lessee shall not keep and perform each an all of the covenants and agreements contained herein or otherwise implied or imposed upon the Lessee by law, that is, keep and perform such covenants and agreements at the time when said covenants and agreements are to be performed, time being made the essence hereof, the Lessee shall forfeit unto the Lessor, all rights to further occupancy by the Lessee with respect to the subject real estate or any part thereof, and the Lessor shall be entitled to re-enter the subject real estate without the necessity of legal process for the recovery of any entry upon the subject real estate. In the event of any breach of any covenant or agreement prescribed by this Lease, or arising by operation by law, the Lessor shall be entitled to maintain an action in equity or at law for the appropriate remedy, or, at the option of the Lessor, the Lessor may declare this Lease terminated without waiver of any rights or remedies which said Lessor otherwise has/have as a result of this Lease, and the Lessor shall be entitled to immediate possession.
7. TERMINATION: Upon expiration of this Lease, or any earlier termination thereof, the Lessee will yield peaceful possession of the premises to the Lessor, or to the agents or assigns of the Lessor, and the premises shall be so delivered and surrendered by the Lessee in as good condition as said premises were at the commencement of this Lease, excepting ordinary and reasonable wear and deterioration.

NOW, THEREFORE, the undersigned, as Lessor and Lessee, do bind themselves to the performance of all terms, provisions and agreements contained in this Lease and each of the parties do hereby acknowledge receipt and delivery of an executed original of this Lease which has been executed in two originals.

LESSOR: LESSEE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Village of Oconto Lessee

STATE OF NEBRASKA )

:SS.

COUNTY OF CUSTER )

NOW on this the \_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public, in and for said state, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Village Chairman, to me known to be the identical person who executed the above and foregoing Lease Agreement as Lessor, and acknowledged the execution thereof to be his/her voluntary act and deed for the purposed therein stated.

WITNESS my hand and Notarial Seal on the day and year last above written

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

STATE OF NEBRASKA )

:SS.

COUNTY OF CUSTER )

NOW on this the \_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public, in and for said state, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Lessee, to me known to be the identical person who executed the above and foregoing Lease Agreement as Lessee, and acknowledged the execution therefor to be his/her voluntary act and deed for the purposed therein stated.

WITNESS my hand and Notarial Seal on the day and year last above written

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public