

REVIEWED  

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LEGAL COUNSEL

## LEASE

THIS LEASE AGREEMENT (“Agreement”) is made as of the date of the last signature affixed hereto (“Commencement Date”) by and between **DESCHUTES COUNTY**, a political subdivision of the State of Oregon (“Lessor”), and **SAVING GRACE IMAGINE LIFE WITHOUT VIOLENCE**, an Oregon nonprofit corporation, hereinafter referred to as (“Lessee”). Lessor and Lessee are referred to herein as “Party” or “Parties.”

Lessor hereby leases to Lessee and Lessee takes from Lessor the "Premises" described as follows:

Deschutes County Main Courthouse located at 1100 NW Bond Street, Bend, outlined as follows and as show and incorporated herein as Exhibit A,

Rooms 250 and 251, +/- 152 square feet; and

Mike Maier Services Building located at 1130 NW Harriman Street, Bend, outlined as follows and as show and incorporated herein as Exhibit B,

Room 216, +/- 184 square feet

Room 205b, +/- 88 square feet

First floor storage space, +/- 115 square feet; and

Room 204, +/- 243 square feet shared with Deschutes County Health Services; and

Use of the daycare known as Munchkin Manor as arranged with the owner and operator; and

Use of conference rooms and breakroom space.

The parties agree that the terms of this Lease are as follows:

1. Term. The effective date of this Lease shall be October 1, 2023, or the date on which each party has signed this Lease, whichever is later, and shall continue through September 30, 2026. This agreement and all automatic renewals as defined below, are contingent on a Memorandum of Understanding currently known as Deschutes County Document Number 2023-093 and like subsequent agreements.
  - a. Lessor and Lessee each reserve the right to terminate this Lease prior to its expiration with sixty (60) days written notice, given to the other Party.
  - b. Automatic Renewal. If the Lessee is not then in default and the Agreement has not been terminated in accordance hereof, this Agreement shall automatically renew for additional two (2) year terms under the same terms and conditions set forth herein except for any modifications agreed to in writing by amendment. The Auto Renewal terms will be memorialized by a letter signed by the Lessor (Deschutes County Property Manager or County Administrator), and Lessee.

2. Rent. Lessor is providing the Premises for zero consideration for the operation of Lessee's program known as Mary's Place. Lessee is responsible for a proportionate share of utilities as outlined in Section 8 Utilities and Services.
3. Use of Premises. The Premises shall be used by Lessee for the purpose of operating Lessee's program, Mary's Place. Lessee, its principals or agents shall not use the Premises to operate a business other than that specified in this Lease and shall not use the Premises address as the business or mailing address for any other business than that specified in this Lease without obtaining the Lessor's written consent in advance.

Mary's Place provides supervised visitation and safe exchanges to families where domestic violence, stalking, sexual assault or child abuse in the context of domestic violence has occurred. Mary's Place operates after 6:00 pm Monday, Thursday and Friday evenings, Saturday from 9:00 am to 6:00 pm, and Sunday from noon to 8:00 pm. Hours are subject to change as provided by Section 15.

4. Parking. Lessee, its employees, and clientele shall have a nonexclusive right to access and utilize vehicle parking spaces in County parking lots. Lessee's employees will be required to adhere to the County Parking Policy and Regulations, which County in its sole discretion may amend from time to time.
5. Restrictions on Use. In connection with the use of the Premises, Lessee shall:
  - a. Conform to all applicable laws and regulations affecting the Premises and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use of the Premises. Lessee shall not be required to make any structural changes to affect such compliance, unless such changes are required because of Lessee's specific use.
  - b. Refrain from any use which would be reasonably offensive to the Lessor, other tenants, or owners or users of adjoining property or unoccupied portions of the real property, or which would tend to create a nuisance or damage the reputation of the real property.
  - c. Refrain from making any unlawful or offensive use of said property or to suffer or permit any waste or strip thereof.
  - d. Exercise diligence in protecting from damage the real property and common area of Lessor covered by and used in connection with this Lease.
  - e. Be responsible for removing any liens placed on said property as a result of Lessee's use of leased premises.
  - f. Comply with Lessor's policies, as periodically amended, regarding smoking, parking, fragrances, facilities maintenance, facilities use and violence in the workplace. Those policies are incorporated by reference herein and are available from Lessor upon request.
6. Lessee's Obligations. The following shall be the responsibility of the Lessee:

- a. Lessee shall not be required to make structural repairs that would place the Premises in a better condition than at the commencement of this lease. Lessee may place fixtures, partitions, personal property, and the like in the Premises and may make

nonstructural improvements and alterations to the Premises at its own expense. Lessee may be required to remove such items at the end of the Lease term.

b. Any repairs necessitated by the negligence of Lessee, its agents, employees or invitees.

c. Any repairs or alterations required under Lessee's obligation to comply with laws and regulations as set forth in "Restrictions on Use" above.

7. Maintenance and Repair of Premises.

a. Lessor shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and Lessor-provided fire extinguishers, sidewalks, and parking area which are located on or serve the Premises. Lessor shall maintain the premises in a hazard free condition and shall repair or replace, if necessary and at Lessor's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from Code enforcement authorities, and shall keep the Premises, improvements, grounds and landscaping in good repair and appearance replacing dead, damaged or diseased plant materials when necessary.

b. Should Lessor fail to maintain the Premises in accordance with above requirements, and after at least fourteen (14) days prior written notification to Lessor, Lessee may contract for necessary labor equipment and material to bring Premises within those requirements and invoice Lessor for reimbursement.

c. Lessee shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

8. Utilities and Services.

a. Lessor shall provide adequate heat, electricity, water, air conditioning, trash removal service, and sewage disposal service for the Premises and janitorial services for the common areas of the building. Lessee shall provide its own telephone, internet and janitorial services for the Premises. Utilities or services provided to the Premises are not separately metered, but shall be the responsibility of Lessor and shall pay the amount due and separately invoice Lessee on a quarterly basis. Rate shall increase three (3) percent per year effective October 1 of each year until this Agreement is terminated as provided herein.

Courthouse, 152 square feet: Year 1 \$24.23 per month or \$72.86 per quarter with 3% annual increases.

Mike Maier Services Building, 387 square feet: Year 1 \$61.69 per month or \$185.07 per quarter with 3% annual increases.

b. Unless it is an exempt entity, Lessee agrees to pay property taxes and assessments applicable to the Premises which are due and payable during the term of this Lease or any extension hereof. If exempt, it is the responsibility of Lessee to file for such exemption with the Deschutes County Tax Assessor's office.

c. Security equipment (cameras, recording devices, wiring, and like instruments), including the installation and maintenance thereof, shall be the sole responsibility of Lessee. Prior to the placement and/or attachment of such equipment to the internal or external portions of the Premises or common areas, Lessee shall notify Lessor and obtain Lessors consent.

9. Liens.

a. Except with respect to activities for which the Lessor is responsible, the Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the leased real property and shall keep the real property free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost from Lessee. Any amount so expended shall bear interest at the rate of nine percent (9%) per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.

b. Lessee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Lessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Lessor cash or a sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under a lien.

10. Insurance.

a. Lessee shall keep the Site improvements and personal property of the Lessee insured at its own expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. The Lessor shall not be responsible for and shall not provide fire or extended coverage on the Site improvements or personal property of the Lessee. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Agreement. Policies written on a "claims made" basis must be approved and authorized by Deschutes County Risk Management.

Claims Made Policy: Risk Management Initials: \_\_\_\_\_  
(check only if applicable)  Approved by County  Not Approved by County

b. It is expressly understood that Lessor shall not be responsible for carrying insurance on any property owned by Lessee.

c. Lessee will be required to carry fire and casualty insurance on Lessee's personal property on the Premises.

d. Lessor will carry fire and casualty insurance only on the structure where Premises are located.

e. Lessee shall carry commercial general liability insurance, on an occurrence basis; with a combined single limit of not less than \$1,000,000 each occurrence, with an annual

aggregate limit of \$2,000,000. Lessee shall provide Lessor with a certificate of insurance, as well as an endorsement, naming Deschutes County, its officers, agents, and employees and volunteers as an additional insured. There shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage during the term of this lease.

f. Lessee shall provide to Lessor proof of workers compensation insurance.

g. Indemnification: Lessor and Lessee shall each be responsible for the negligent and wrongful acts of their officer, agents, employees and invitees. Lessor's liability exposure is restricted by the Oregon State Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300, the Oregon Tort Claims Act.

11. Casualty Damage. If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable for the purpose leased, and if repairs cannot reasonably be made within ninety (90) days, Lessee may elect to cancel this Lease. Lessor shall in all cases promptly repair the damage or ascertain whether repairs can be made within ninety (90) days, and shall promptly notify Lessee of the time required to complete the necessary repairs or reconstruction. If Lessor's estimate for repair is greater than ninety (90) days, then Lessee, upon receiving said estimate will have twenty (20) days after such notice in which to cancel this Lease. Following damage, and including any period of repair, Lessee's rental obligation shall be reduced to the extent the Premises cannot reasonably be used by Lessee.
12. Surrender of Leased Premises. Upon abandonment, termination, revocation or cancellation of this Lease or the surrender of occupancy of any portion of or structure on the leased premises, the Lessee shall surrender the real property or portion thereof to Lessor in the same condition as the real property was on the date of possession, fair wear and tear excepted, except, that nothing in this lease shall be construed as to relieve Lessee of Lessee's affirmative obligation to surrender said premises in a condition which complies with all local, state or federal environmental laws, regulations and orders applicable at the time of surrender that was caused by Lessee or occurred during the term of this lease. Upon Lessor's written approval, Lessee may leave site improvements authorized by any land use or building permit. Lessee's obligation to observe and perform this covenant shall survive the expiration or the termination of the Lease.
13. Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
14. Default. Neither party shall be in default under this Lease until written notice of its unperformed obligation has been given and that obligation remains unperformed after notice for fifteen (15) days in the case of the payment or for thirty (30) days in the case of other obligations. If the obligation cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete performance. In case of default the non-defaulting party may terminate this Lease with thirty (30) days' notice in writing to the defaulting party, shall be entitled to recover damages or any other remedy provided by applicable law, or may elect to perform the defaulting party's obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for judgment. If Lessee makes any such expenditures as the non-defaulting party, those expenditures may be applied to monthly rent payments(s).

15. Notices. Notices between the parties shall be in writing, effective when personally delivered to the address specified herein, or if mailed, effective 48 hours following mailing to the address for such party specified below or such other address as either party may specify by notice to the other:

Lessor: Deschutes County Property Management  
Attn: Property Manager  
14 NW Kearney Avenue  
Bend, Oregon 97701  
Phone: 541-385-1414  
Kristie.Bollinger@deschutes.org

Or, mail to:  
Deschutes County Property Management  
Attn: Property Manager  
P.O. Box 6005  
Bend, OR 97708

Lessee: Saving Grace  
Attn: Cassi MacQueen, Executive Director  
1425 NW Kingston, Suite 100  
Bend, Oregon 97703  
Phone: 541-382-9227 x5  
Email: Cassi.M@saving-grace.org

16. Assignment. Lessee shall not assign or sub-rent the premises without the prior written consent of the Lessor.
17. Attorneys' Fees. In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this Lease or to enforce any rights or obligations arising from this Lease, each party will be responsible for paying its own attorney fees.
18. Authority. The signatories to this agreement covenant that they possess the legal authority to bind their respective principals to the terms, provisions and obligations contained within this agreement.
19. MERGER.

THIS LEASE CONSTITUTES THE ENTIRE LEASE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LEASE. LESSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT LESSOR HAS READ THIS LEASE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be effective for all purposes as of the Effective Date.

**LESSOR:**

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2023

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE, Chair

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

**ATTEST:**

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner

[SIGNATURE PAGE FOLLOWS]

**LESSEE:**

Dated this 14th of September, 2023

SAVING GRACE IMAGINE LIFE WITHOUT VIOLENCE



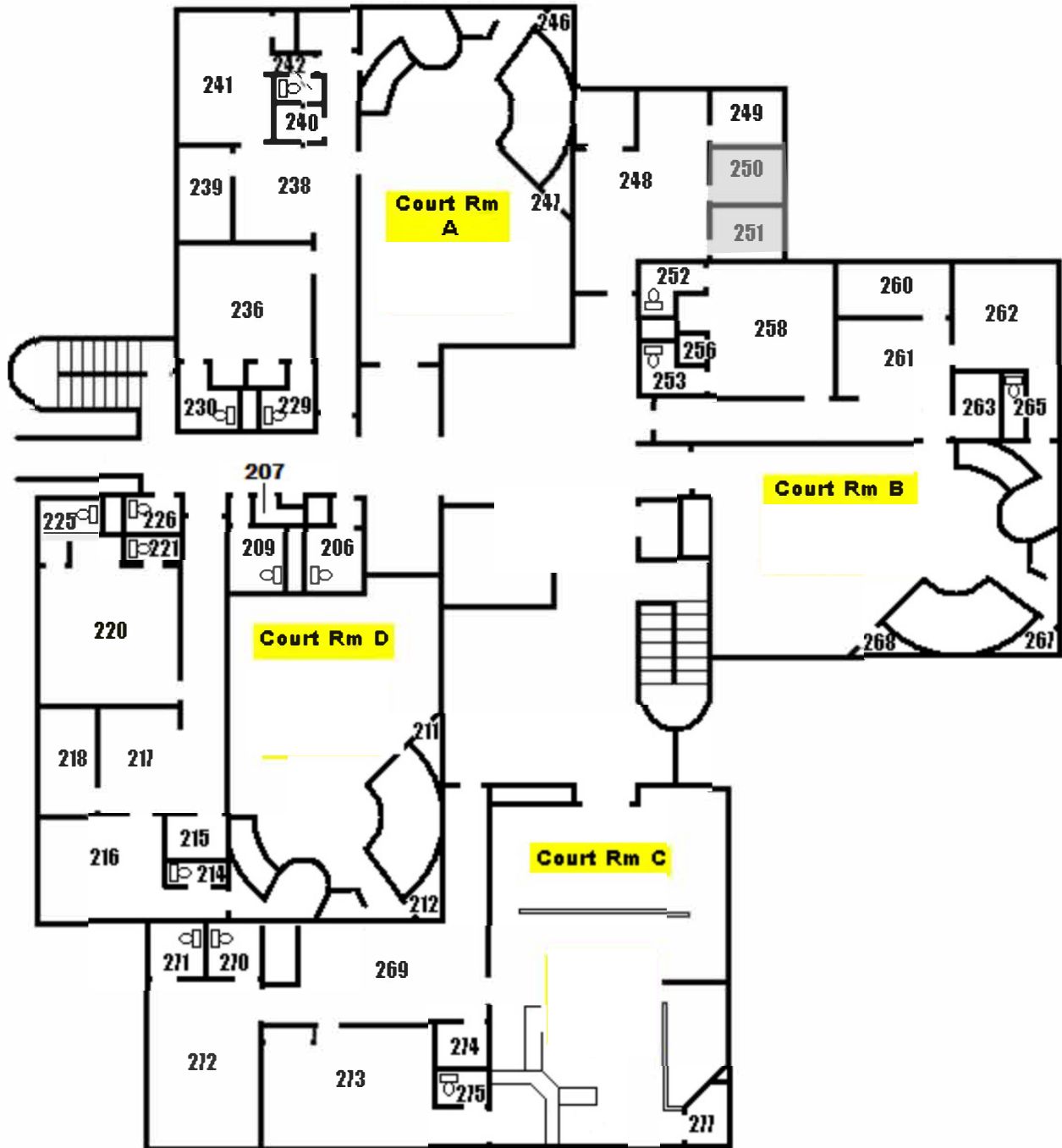
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CASSI MACQUEEN  
EXECUTIVE DIRECTOR

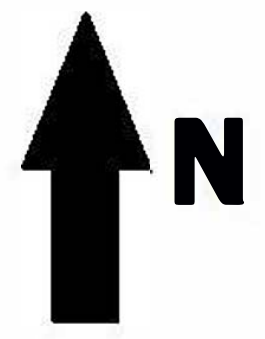


Exhibit A

Justice Building Second Floor



# MMSB 1st Floor



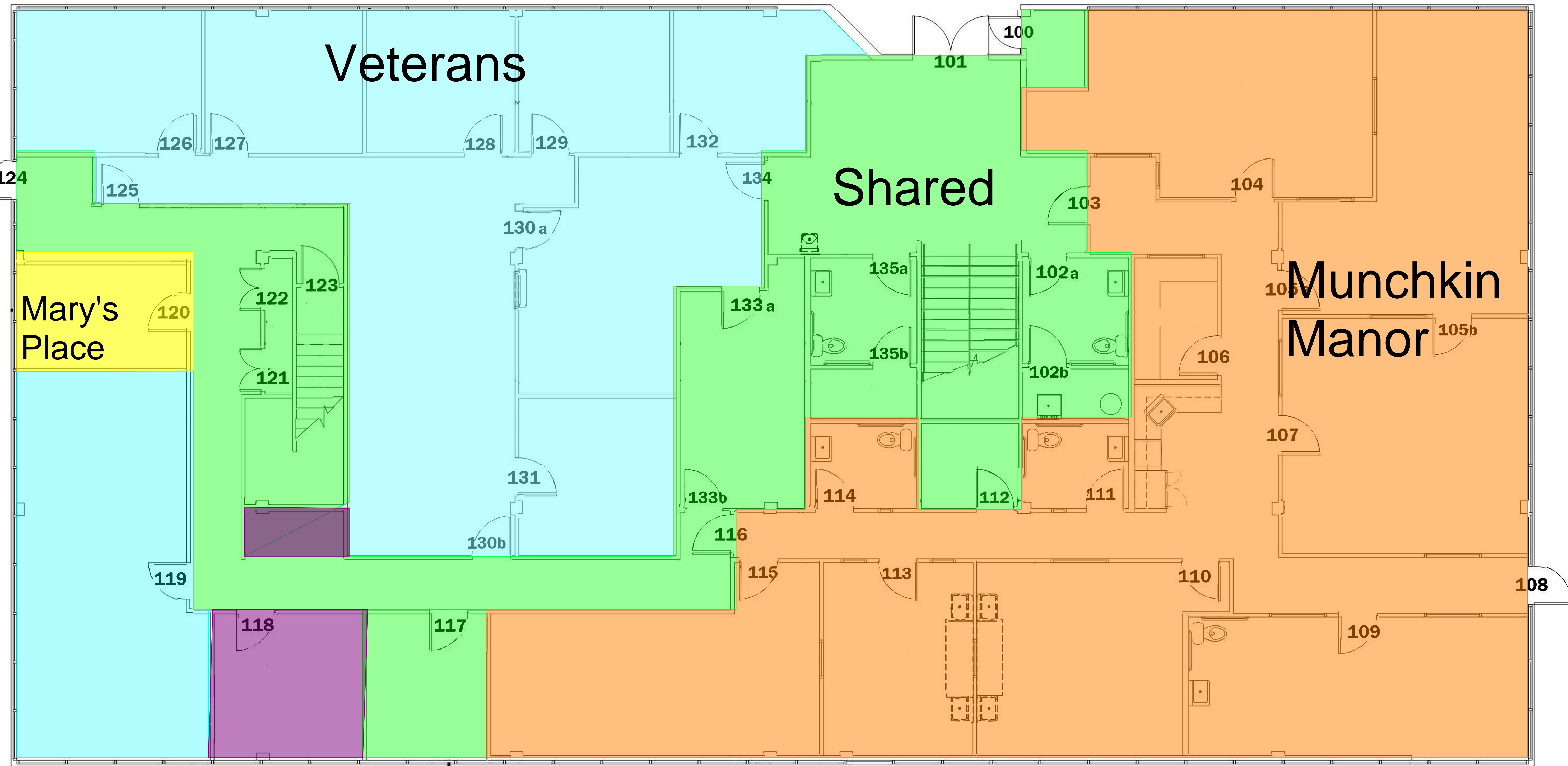
**Exhibit B**

**Veterans**

**Shared**

**Munchkin Manor**

**Mary's Place**



# MMSB Second Floor

