

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT is made and entered into this, ____ day of _____, 2024, by and between FREMONT COUNTY SCHOOL DISTRICT NO 1 of 863 Sweetwater Street, Lander, Wyoming, a lawfully organized school district with the State of Wyoming, hereinafter referred to as "Lessor", and the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as "Lessee".

RECITALS

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated April 14, 2020, ("Lease Agreement") for 6 individual parcels of Lessor's property in Lander, Wyoming, which land is for the purpose of community recreation; and,

WHEREAS, Lessee wishes to amend the original Agreement to add a term which would include Lessor's use of City-owned main street lamp posts for seasonal use by Lessor to display decorative banners for graduating seniors; and,

WHEREAS, Lessor does hereby consent to this amendment for the use of City-owned infrastructure by Lessor in accordance with the responsibilities set forth below

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties, the Lessor and the Lessee agree as follows:

1. **RECITALS.** The above recitals are incorporated herein in their entirety and by this reference made a part of this Lease Agreement.

2. **PURPOSES.** Purposes of the basic Lease Agreement is hereby modified as follows:
The Lessor and the Lessee hereby agree that the Lessor shall have the option to seasonally use and install and maintain decorative banners for the sole purpose of displaying decorative banners for graduating seniors.

3. **RESPONSIBILITIES.**
 - A. Lessee's Responsibility to Lessor**
 1. Maintain light poles with decorative banner hardware
 2. Provide dimensions, specifications, and attachment requirements for the banners
 3. Provide an application for annual approval
 4. Ensure that banner hardware is empty for Lessee's installation
 5. Allow Lessee to hang decorative banners for "Project Graduation" purposes only.
 6. Banners will be hung and displayed between May 1 to May 31 annually.
 7. Lessee will maintain their MOU with the Fremont County Pioneer Museum, which results in 36 poles being unavailable to the school district

 - B. Lessor's Responsibilities to Lessee**
 1. Design and Print banners to meet Lessee's specifications
 2. Submit application to City Administration for approval by March 1 annually that includes a certificate of insurance to the Lessee for the banner hanging and removal activities
 3. After City Administration's approval, order and pay for banners
 4. Schedule banner installation by District Employees that are covered by District insurance/workman's compensation
 5. Display banners between May 1 and May 31 annually
 6. Remove banners by District Employees that are covered by District Insurance/workman's compensation. (Or subbed to an insured contractor.)
 7. School will not move or damage the existing WCCA banners that will be on display.

4. **TERM.** This Amendment to the Lease Agreement shall take effect on the _____ day of _____, 2024. Except as modified by this Amendment to Lease Agreement, the basic Lease Agreement shall remain in full force and effect and the parties shall be bound by all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of the date first above written.

THE CITY OF LANDER,
a Wyoming municipal corporation

BY: _____
Monte Richardson, Mayor

ATTEST: _____
Rachelle Fontaine, City Clerk

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Add notary statement here

FREMONT COUNTY SCHOOL
DISTRICT NO. 1,

BY: _____
Chairman

ATTEST: _____
Secretary

Add notary statement here