

## **LEASE AGREEMENT**

THIS LEASE AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF LANDER, a Wyoming municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and GUARDIAN FLIGHT, Inc., of 10888 South 300 West, South Jordan, UT 84095 and qualified to transact business in Wyoming pursuant to WS Section 17-16-1501, hereinafter referred to as “Lessee”.

### **RECITALS**

WHEREAS, the Lessor owns and operates the Lander Municipal Airport in Lander, Fremont County, Wyoming, and located thereon is an old terminal building with office space; and,

WHEREAS, Lessee desires to lease office space from Lessor equaling approximately 850 total square feet.

### **TERMS AND CONDITIONS**

**IN CONSIDERATION** of the mutual covenants and promises set forth herein, it is agreed by and between the Lessor and the Lessee as follows:

#### **Section I** **Description of Premises**

Lessor leases to Lessee an office in the old terminal building located at the Lander municipal airport, 1520 Rodeo Drive, Lander, Wyoming, consisting of approximately 850 square feet in the office. Lessee shall also have use of the parking lot in front of the terminal during the term of this lease. Lessee shall also occupy 1 office space in the back corner of the current terminal building for an office.

#### **Section II** **Term**

The term of this Lease shall be for a period of five (5) years, commencing on January 1, 2024, and terminating on January 1, 2029. The parties may extend this lease thereafter by mutual written agreement of the parties to this lease and upon terms and conditions agreed to. Lessor retains the right to revise the terms of this lease at any time during the duration of the lease term and shall provide Lessor written notice of such intent within 30 days of intention to exercise this clause.

#### **Section III** **Rent**

The Lessee shall pay to the Lessor for the use and occupancy of the office the sum of One thousand two hundred and seventy-five dollars and no/100 dollars (\$1,275.00) per month.

All payments shall be due and payable on the first day of each and every consecutive calendar month, in advance beginning January 1, 2024.

#### **Section IV** **Use of Premises**

The premises leased herein shall be used only for the purposes of an office for Lessee. Lessee shall restrict its use to such purpose, and shall not use or permit the use of the premises for any other purpose, without the written consent of Lessor, which consent may be granted or withheld at Lessor’s discretion.

#### **Section V** **Waste, Nuisance, or Unlawful Activity**

Lessee shall not allow any waste or nuisance on the premises, or use or allow the premises to be used for any unlawful purpose.

#### **Section VI**

## **Utilities and Taxes**

Lessor shall pay for the following utilities furnished and costs to the premises for the term of this Lease; to-wit:

1. Electricity;
2. Gas;
3. Reasonable garbage removable (office trash)
4. Water and sewer
5. Snow removal in order to allow Lessee access to the terminal.

Lessee shall be responsible for its Telephone expenses.

## **Section VII Repairs and Maintenance**

Lessee shall maintain the office and keep it in good repair at Lessee's expense. Lessee shall be responsible for all light bulbs after assuming its occupancy. Lessor shall be responsible for maintenance of water and sewer, except for repair necessitated by Lessee, its employees, or guests, negligence shall be borne by Lessee. Lessor shall also maintain the electrical system, except for repairs necessitated by Lessee its employees or guests, negligence which shall be borne by Lessee. Lessor shall also maintain the roof on the building.

## **Section VIII Delivery, Acceptance, and Surrender of Premises**

Lessor represents that the premises are in fit condition for use by Lessee. Acceptance of the premises by Lessee shall be construed as recognition that the premises are in a good state of repair and in sanitary condition. Lessee shall surrender the premises at the end of the lease term, or any renewal thereof, in the same condition as then Lessee took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms. Before delivery, Lessee shall remove all business signs placed on the premises by Lessee and restore the portion of the premises on which they were placed in the same condition as when received.

## **Section IX Partial Destruction of Premises**

Partial destruction of the leased premises shall not render this lease void or voidable, nor terminate it except as herein provided. If the premises are partially destroyed during the term of this lease, Lessor shall repair them when such repairs can be made in conformity with governmental laws and regulations, within ninety (90) days of the partial destruction. Written notice of the intention of Lessor to repair shall be given to Lessee within ten (10) days after any partial destruction. Rent will be reduced proportionality to the extent to which the repair operations interfere with the business conducted on the premises by Lessee. If the repairs cannot be made within the time specified above Lessor shall have the option to make them within a reasonable time and continue this lease in effect with proportional rent rebate to Lessee as provided herein. If the repairs cannot be made in ninety (90) days, and if Lessor does not elect to make them within a reasonable time, either party shall have the option to terminate this lease.

Disputes between Lessor and Lessee in relation to provisions of this section shall be arbitrated. The parties shall each select an arbitrator, and the two arbitrators selected shall together select a third arbitrator. The three arbitrators shall determine the dispute, and their decisions shall be binding on the parties. The parties shall divide the cost of arbitration equally between them.

## **Section X Entry on Premises by Lessor**

Lessor reserves the right to enter on the premises at reasonable times to inspect them, perform required maintenance and repair, or make additions, alterations, or modifications to any part of the building in which the premises are located, and Lessee shall permit Lessor to do so. Lessor may erect scaffolding, fences, and similar structures, post relevant notices, and place

movable equipment in connection with making alterations, additions, or repairs, all without incurring liability to Lessee for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

**Section XI**  
**Signs, Awnings, and Marquees Installed by Lessee**

Lessee shall be allowed to place one (1) sign on the outside of the premises advertising the business location. Lessee shall also be allowed to place one (1) sign near the airport entrance to direct clients to the premises. The latter sign shall be no larger than is reasonably necessary for such purpose.

**Section XII**  
**Non-Liability of Lessor for Damages**

Lessor shall not be liable for liability of damage claims for injury to persons or property from any cause relating to the occupancy of the premises by Lessee during the term of this lease or any extension thereof. Lessee shall indemnify Lessor against all claims, demands, causes of action, suits, or judgments, including expenses incurred in connection therewith, for death or injuries to persons or for loss of or damage to property arising out of or in connection with the use and occupancy of the premises by Lessee, its agents, employees or invitees.

**Section XIII**  
**Assignment, Sublease, or License**

Lessee shall not assign or sublease the premises, or any right or privilege connected therewith, or allow any other person except partners, agents and employees of Lessee to occupy the premises or any part thereof. An unauthorized assignment, sublease, or license to occupy by Lessee shall be void and shall terminate the lease at the option of Lessor. The interest of Lessee in the lease is not assignable by operation of law without the written consent of Lessor, which consent may be granted or withheld at Lessor's sole discretion.

**Section XIV**  
**Breach**

The appointment of a receiver to take possession of the assets of Lessee, a general assignment for the benefit of the creditors of Lessee, any action taken or allowed to be taken by Lessee under any bankruptcy act, or the failure of Lessee to comply with each and every term and condition of this lease shall constitute a breach of this lease. Lessee shall have thirty (30) days after receipt of written notice from Lessor of any breach to correct the condition specified in the notice, and if the corrections cannot be made within the thirty day period, Lessee shall have a reasonable time to correct the default if action is commenced by Lessor within then (10) days after receipt of the notice.

**Section XV**  
**Remedies of Lessor for Breach by Lessee**

Lessor shall have the following remedies in addition to its other rights and remedies in the event Lessee breaches this Lease Agreement and fails to make corrections as set forth in Section XIV:

1. Lessor may re-enter the premises immediately and remove the property and personal of lessee, store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee.
2. After re-entry, Lessor may terminate the lease on giving thirty (30) days written notice of termination to Lessee. Without such notice, re-entry will not terminate the lease. On termination, Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the premises and the worth of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease term, which sum shall be immediately due Lessor from Lessee.

3. After re-entering , Lessor may relet the premises or any part thereof for any term without terminating the lease, at such rent and on such terms as it may choose. Lessor may make alterations and repairs to the premises. The duties and liability of the parties if the premises are relet as provided herein shall be as follows:

- a) In addition to Lessee’s liability to Lessor for breach of the lease, Lessee shall be liable for all expenses of reletting and repairs made, and for the difference between the rent received by Lessor under the new Lease Agreement and rent installments that are due for the same period under this lease.
- b) Lessor at its option shall have the right to apply the rent received from reletting the premises (1) to reduce Lessee’s indebtedness to Lessor under the lease, not including indebtedness for rent. (2) to expenses of the reletting and repairs made, (3) to rent due under this lease, or (4) to payment of future rent under this lease as it becomes due.

If the new Lessee does not pay a rent installment promptly to Lessor and the rent installment has been credited in advance of payment to the indebtedness of Lessee other than rent, or if rentals from the new Lessee have been otherwise applied by Lessor as provided for herein and during any rent installment period, are less than rent payable for the corresponding installment period under the lease, Lessee shall pay Lessor the deficiency, separately for each rent installment deficiency period, and before the end of that period. Lessor may at any time after such period and before the end of that period. Lessor may at any time after such reletting terminate the lease for the breach on which Lessor based the re-entry and relet the premises.

**Section XVI**  
**Attorney’s Fees**

If either party files an action to enforce any agreement contained in this lease, or for breach of any convent or condition, the losing party shall pay the prevailing party’s reasonable attorney’s fees for the services of their attorney in the action, all fees to be fixed by the court.

**Section XVII**  
**Sovereign Immunity**

The City does not waive its Governmental Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Lease. Further the City of Lander fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Lease, available to it pursuant to Wyo. Stat. § 1-39-104 (a) and all other state law.

IN WITNESS WHEREOF, the parties have executed this lease this \_\_\_\_ day of \_\_\_\_\_, 2024.

THE CITY OF LANDER,  
A municipal corporation, Lessor

BY: \_\_\_\_\_  
MAYOR

ATTEST

\_\_\_\_\_  
CITY CLERK

Lessee

BY: \_\_\_\_\_

ATTEST

\_\_\_\_\_