

AGREEMENT

This Agreement, made and entered into the ___ day of _____, 2024, by and between the CITY OF LANDER, a municipal corporation, of Lander, Fremont County, Wyoming, hereinafter referred to as “Lessor”, and the LANDER SENIOR CITIZENS CENTER, INC., a non-profit corporation, with its principal office in Lander, Fremont County, Wyoming hereinafter referred to as “Lessee”;

WHEREAS, the Lessor owns certain real property within the corporate limits of the City of Lander, Fremont County, Wyoming, which more particularly described as follows:

Lot 1, Block 2, of the Carper Addition to the City of Lander, Fremont County, Wyoming.

Together with all buildings and improvements thereon; and said real property with funding for the construction of the building being derived from an optional capital facilities one cent sales tax to be used for the construction, maintenance and care of a senior citizens facility with the excess proceeds from said tax to be placed in an endowment fund for operation and maintenance of said senior citizen’s facility; and

WHEREAS, Lessee desires to lease the above-described property (hereinafter referred to as “Leased Premises”) for the use of its members as a Senior Citizens Center and for all other lawful purposes as set forth in Lessee’s Articles and By-Laws; which property Lessor agrees should be leased to Lessee for such purposes.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained to be faithfully kept and performed by the parties hereto, Lessor and Lessee do mutually agree as follows:

1. Lessor does hereby let and lease the above described premises to lessee for a period of two (2) years from and after this date, and for such periods of extension thereafter and upon such terms as hereinafter be set forth or as may hereafter be agreed by the parties, and the rental for the full two (2) year period of this lease shall be deemed to have been fully paid.

2. Lessee agrees to keep and maintain the building in good order and repair. Any upgrade to the condition of the premises, other improvements and major repairs thereto shall be at the discretion of the Lessee and paid for from the endowment fund as provided in the optional capital facilities one cent tax rate. Said endowment fund shall be managed by the Lessor. Any repairs or improvements shall be first approved by the City of Lander prior to being undertaken.

3. Lessor agrees to pay all sewer, water and utility charges against the property during the term of the lease and to insure the building against fire, windstorm or other casualties.

4. Lessor agrees to regularly maintain the facility parking area, which will include snow removal in accordance with the snow plow priority schedule, as well as asphalt maintenance,

repair, and striping. Lessor agrees that it shall clear the parking lot of the facility of snow and ice at Lessors' costs and shall have the same piled at a location on the parking lot designated by Lessor. When Lessor is able to do so, it shall remove the piled snow from the premises.

5. Lessee shall obtain and maintain continuously in effect at all times during the term of this lease agreement and all renewals, at Lessee's sole expense, general liability insurance with limits not less than \$1,000,000.00 each accident/occurrence for bodily injury and property damage in or near the Leased Premises. The City of Lander shall be listed as an additional insured on said policy. Failure to submit such proof of insurance shall be sufficient grounds to terminate this lease agreement. Lessee bears sole risk of loss to the Leased Premises and personal property at or on the premises. Lessor shall not be responsible for any damage or injury to Lessee, employees, agents, or guests of Lessee, or property of Lessee, arising out of the occupancy of the premises.

6. Lessee shall prepare and provide Lessor a detailed annual budget during the City Budget Process on or before April 30th of each year. Additionally, Lessee shall provide or present an annual progress report to the City Council, which shall be filed with the City Clerk on or before December 31st of each year.

7. The parties, in making this Agreement, have entered into it with the hope and belief that the use of the facilities to be provided by the building shall be of great advantage and benefit to both the members of the Lander Senior Citizens Center, Inc., and the people of the City of Lander, and they pledge to each other that on all occasions, when and if questions arise concerning the true intent and meaning of this Agreement, they will endeavor to so treat each other as to give evidence of the highest good faith and the greatest consideration for each other, in order that unseemly and unfortunate differences may never develop between them, and they realizes that in return for the use of valuable lands and building, and for the payment of water, sewer , and insurance by the Lessor, the Lessor will get, as its return, only the use and benefit of the public as herein set forth.

8. The Lessee agrees that it will never make or undertake to make an assignment of this Lease or a sub-lease, or an arrangement of any kind contemplating a continuous use of the facility by third persons or parties for any commercial purposes, without the consent of Lessor which consent may be granted or denied in the sole discretion of Lessor. However, this restriction shall not prevent letting the facilities from time to time to persons, firms, corporations, clubs and associations for use along the lines and for the purposes hereinabove set forth, and, in no case, in contravention thereof.

9. The Lessee does hereby covenant and agree to indemnify and hold harmless the Lessor and Lander City Council members, employees and agents of Lessor against any and all claims for loss or damage occasioned by or arising out of, direct or indirect, rental or occupancy of said Leased Premises; or from all fines, suits, claims, demands and actions of any kind and

nature by reason of any and all of its operations hereunder and does hereby agree to assume all the risk in the operation of the facilities hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property. Such indemnification shall include any and all costs to Lessor, including court costs and attorney fees, in defending any claim against Lessor. Lessee promises and agrees to pay to Lessor any damage to the leased premises arising out of Lessee's rental or occupancy of the premises. Nothing in this paragraph relieves Lessor of liability for Lessor's own negligence or intentional torts, for which Lessor shall indemnify and defend Lessee to the same extent set forth above.

10. The Lessee shall allow the Lessor's authorized representatives to access the demised premises at all reasonable hours to examine and inspect the premises for purposes necessary, incidental to, or connected with the performance of its obligation hereunder, or in the exercise of its governmental functions.

11. The Lessee shall have the right to renew and extend this Lease for additional periods of two (2) years from and after the expiration of the primary term of any extension thereof upon such terms and conditions as may be agreed upon by the parties at that time, by giving to the Lessor written notice not less than six (6) months before the expiration of the primary term hereof or any extension thereof.

12. This Lease Agreement may be terminated by Lessor at any time that Lessor may so desire, with or without cause. Said notice must be provided in writing Ninety (90) days prior to termination, and shall be delivered to Lessee at the address set forth above.

13. Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Lessee shall have no further claim, right, title, or interest in and to any of the leasehold improvements installed by it under this lease. Provided, however, Lessee may remove all personal property located within the demised premises that was acquired and/or funded by Lessee.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this ____ day of _____, 2024.

LESSOR:

THE CITY OF LANDER,
A Municipal Corporation

BY: _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

LESSEE:

LANDER SENIOR CITIZENS CENTER,
INC.,

BY: _____
Board Chair

ATTEST:

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me by Monte Richardson, Mayor, of the City of Lander, Wyoming, this _____ day of _____, 2024.

Witness my hand and official seal.

Notary Public

My Commission Expires:

