

**LEASE AGREEMENT BETWEEN LANDER SENIOR CITIZENS CENTER INC
AND CITY OF LANDER**

THIS LEASE AGREEMENT, is made and entered into the ___ day of _____ 2026, by and between the CITY OF LANDER, a municipal corporation, of , of 240 Lincoln Street, 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". Lessor and Lessee shall collectively be known herein as the "Parties."

RECITALS

WHEREAS, the Lessor owns certain real property located within the corporate limits of the City of Lander, Fremont County, Wyoming, more particularly described as Lot 1, Block 2 of the Carper Addition to the City of Lander, commonly known as 205 South 10th Street, together with all buildings, fixtures, and improvements located thereon (the "Property"); and,

WHEREAS, the primary building located on the Property was constructed using proceeds from a 1994 Special Purpose facilities one-cent sales tax approved by the voters for the purpose of constructing, maintaining, and caring for a senior citizens facility, with excess proceeds from such tax to be deposited into an endowment fund designated for the ongoing operation and maintenance of the facility, which endowment fund is administered by the Lessor; and,

WHEREAS, the Lessee desires to lease the Property from the Lessor for the purpose of operating and maintaining a senior citizens center for the benefit of its members and the residents of the City of Lander, and for such other lawful, noncommercial purposes as are consistent with Lessee's Articles of Incorporation and Bylaws; and,

WHEREAS, the Lessor finds that leasing the Property to the Lessee for such purposes serves a valid public purpose and is in the best interests of the City of Lander and its residents.

TERMS AND CONDITIONS

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. **Term and Rent.** Lessor hereby leases to Lessee the real property and improvements described above (the "Leased Premises") for a primary term of two (2) years, commencing on _____, 2026, and expiring on _____, 2028, unless earlier terminated in accordance with this Agreement. The Parties acknowledge and agree that no monetary

rent shall be charged during the primary term. Instead, the consideration for this Lease consists of Lessee's use and operation of the Leased Premises as a senior citizens center for the benefit of the public and the residents of the City of Lander. The rental for the full two-year term shall therefore be deemed fully paid and satisfied, and nothing herein shall be construed to create a landlord-tenant relationship for private commercial purposes. Lessee's possession of the Leased Premises shall at all times remain subject to Lessor's continuing ownership and governmental authority, and no tenancy at sufferance or other possessory right shall arise by implication.

2. **Maintenance; Repairs; Improvements.**

- a. Routine Interior Maintenance. Lessee shall, at all times during the term of this Lease, be responsible for the routine care and maintenance of the interior, non-structural portions of the building and facilities located on the Leased Premises, including interior finishes, paint, fixtures, furnishings, and equipment, and shall keep the same in good order, condition, and repair, ordinary wear and tear excepted.
- b. Structural and Capital Components. The structural components of the building, including but not limited to the foundation, load-bearing walls, roof, exterior walls, structural systems, and major mechanical, electrical, and plumbing systems, shall remain under the ownership and control of Lessor. Lessee shall not undertake repairs, replacements, or modifications to any structural or capital component of the Leased Premises without the prior written approval of Lessor.
- c. Capital Improvements and Major Repairs. Lessee may propose upgrades, capital improvements, or major repairs to the Leased Premises; however, no such work shall be commenced unless and until:
 - i. the proposed work has been submitted to Lessor in writing with sufficient detail to allow evaluation of scope, cost, and priority; and
 - ii. the City of Lander has approved the proposed work through its established budgetary, administrative, or City Council approval process, as applicable.
- d. Notice. Lessee shall promptly notify Lessor of any condition requiring structural repair or presenting a risk to public health or safety.
- e. Capital Planning and Prioritization. To facilitate long-term planning and transparency, Lessee shall include proposed capital improvements and major repairs in its annual maintenance budget and planning materials submitted pursuant to this Lease. Lessor retains sole discretion to determine the timing, prioritization, funding source, or deferral of any proposed capital project based on available

resources, public need, and City policy considerations.

- f. Funding Limitations; No Obligation to Fund. Approved major repairs and capital improvements may, but are not required to, be funded from the endowment fund established pursuant to the optional capital facilities one-cent sales tax, subject to fund availability and City approval. Nothing in this Lease shall be construed as:
 - i. a guarantee that endowment funds will be available for any particular project;
 - ii. an obligation of Lessor to appropriate, expend, or replenish any funds; or
 - iii. authority for Lessee to obligate Lessor financially or commit public funds.

- g. Administration of Endowment Funds. All endowment funds referenced herein shall be administered and managed exclusively by Lessor. Lessee shall have no independent authority to expend, encumber, or direct the use of such funds, and all expenditures shall remain subject to applicable municipal policies, budgetary controls, and legal requirements.

3. **Utilities and Building Insurance.**

- a. Water and Sewer Utilities. Subject to the limitations set forth herein, Lessor shall be responsible for payment of sewer, water, and other municipal utility charges customarily associated with the normal operation of the Leased Premises during the term of this Lease.
- b. Electrical and natural gas utilities. These Utilities shall remain in the name of Lessee as part of their daily operational expenses.

Nothing in this Lease shall be construed as obligating the City of Lander to pay utility costs from its general fund or from any source other than the endowment funds expressly identified herein.

- c. Building Insurance. Lessor shall maintain property insurance coverage on the building and permanent improvements located on the Leased Premises against loss or damage caused by fire, windstorm, and other risks customarily insured against for municipal facilities of similar type and use. Such insurance shall be maintained at levels determined by Lessor in accordance with its risk management practices.

All insurance premiums and deductibles shall be paid from the 1994 Special Purpose Tax Endowment funds while such funds remain available. Insurance proceeds, if any, shall be controlled by Lessor and applied toward repair or replacement of the building as determined by Lessor, and Lessee shall have no

independent right to such proceeds.

- d. No Warranty of Continuity. Lessor makes no representation or warranty that utility services, insurance coverage, or endowment funding will be continuously available throughout the term of this Lease, and Lessee accepts the Leased Premises subject to such limitations.

4. Landscaping and Parking Area Maintenance.

- a. Lessee shall be responsible for the landscaping and planting care and maintenance including but not limited to; mowing, trimming, fertilization, weed and pest control.
- b. Lessee shall be responsible for snow and ice removal of the driveways and sidewalks as an operational expense.
- c. Lessor shall be responsible for routine maintenance of the parking area serving the Leased Premises, including snow removal consistent with the City's adopted snow plow priority schedule, as well as periodic asphalt maintenance, repair, and striping as determined appropriate by Lessor in its sole discretion and subject to available funding.
- d. Snow and ice removal of the parking lot shall be performed by Lessor at Lessor's expense, provided that Lessor makes no guarantee as to response times, frequency, or surface conditions during active or severe weather events. Removed snow may be piled in locations designated by Lessor on the parking lot. When reasonably practicable and operationally feasible, Lessor may remove accumulated snow piles from the premises. Nothing herein shall be construed to obligate Lessor to maintain the parking area at a level exceeding that provided to other similarly situated municipal facilities, nor to require extraordinary or emergency services beyond Lessor's normal public works operations.

- 5. Insurance; Risk of Loss; Governmental Immunity.** Lessee shall obtain and maintain continuously in effect throughout the term of this Lease, at its sole cost and expense, commercial general liability insurance covering bodily injury and property damage arising out of or related to Lessee's use or occupancy of the Leased Premises, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence. The City of Lander shall be named as an additional insured on such policy with respect to claims arising from Lessee's operations or activities at the Leased Premises.

Upon request, Lessee shall provide Lessor with certificates of insurance, evidencing the required coverage. Failure to maintain such insurance or to provide satisfactory proof of coverage upon request shall constitute a material breach of this Lease and shall be grounds

for termination.

Lessee assumes all risk of loss or damage to its personal property, equipment, furnishings, and improvements not permanently affixed to the Leased Premises, as well as all risks associated with Lessee's activities and use of the Leased Premises. Except as otherwise expressly provided by law, Lessor shall not be responsible for any injury to persons or damage to property of Lessee, or Lessee's officers, directors, employees, volunteers, agents, or invitees, arising out of or in connection with the use or occupancy of the Leased Premises.

Nothing contained in this Lease shall be construed as a waiver, limitation, or relinquishment of any governmental immunity, defense, or limitation of liability afforded to Lessor, its elected officials, officers, employees, or agents under the Wyoming Governmental Claims Act, Wyo. Stat. Ann. §§ 1-39-101 et seq., as amended, or any other applicable law. All rights, immunities, and defenses available to Lessor are expressly preserved...

6. **Budgeting and Annual Reporting.** To promote transparency, accountability, and responsible stewardship of taxpayer-funded resources, Lessee shall comply with the following budgeting and reporting requirements:

- a. Annual Maintenance Budget. Lessee shall prepare and submit to Lessor a detailed proposed annual maintenance and operations budget for the Leased Premises as part of the City of Lander's annual budget process, no later than April 30 of each year. The budget shall identify anticipated routine maintenance, proposed capital or major repair requests, and estimated costs, and shall be prepared in a format reasonably acceptable to the City.

To the extent practicable, the budget shall be prepared in accordance with generally accepted accounting principles (GAAP) or such other accounting standards, classifications, or reporting formats as may be required by the City of Lander for budgeting and financial review purposes.

The budget is submitted for review and consideration only, and submission or review of the budget shall not obligate the City to approve, fund, or reimburse any item included therein, nor shall it be construed as a commitment of public funds.

- b. Annual Progress Report. Lessee shall provide an annual written report to the City Council summarizing the prior year's use of the Leased Premises, services provided, major maintenance performed or deferred, and any significant

operational issues. The report shall be presented to the City Council or filed with the City Clerk no later than December 31 of each year unless agreed to by both parties.

- c. Payment of Approved Expenses. Only those maintenance or repair expenses that have been reviewed and expressly approved by Lessor in accordance with this Lease shall be eligible for reimbursement or payment. Operational expenses are the responsibility of the Lessee as stated herein and will not typically be approved for reimbursement from the Endowment fund. Approved expenses shall be billed to the City of Lander not less than annually and shall be paid solely from the 1994 Special Purpose Tax Endowment funds, subject to fund availability and applicable budgetary approvals.
 - d. No Guarantee of Funding. Nothing in this Section shall be construed as a guarantee, commitment, or obligation by Lessor to fund any proposed maintenance, repair, or improvement. Lessee acknowledges that all payments are subject to the availability of endowment funds, City budget processes, and applicable law.
7. **Service District Budget Disclosure.** Lessee shall provide to Lessor, for informational and transparency purposes, a complete copy of the annual budget of the Lander Senior Citizens Service District as approved by the Fremont County Board of Commissioners. Such budget shall be provided within thirty (30) days of approval by the County Commissioners and shall be used by the Lessor solely to understand and coordinate the funding sources supporting the operation and maintenance of the Leased Premises. Nothing in this section shall be construed as granting the Lessor approval authority over the Service District budget or as obligating the Lessor to fund any Service District expenditures.
8. **Public Purpose and Good Faith.** The Parties acknowledge and agree that this Lease is entered into for a valid and continuing public purpose, namely the provision of facilities and services that benefit senior citizens of the City of Lander and promote the general welfare of the community. The Parties further acknowledge that the consideration for this Lease includes the public benefit derived from Lessee's nonprofit use of the Leased Premises, rather than monetary rent.

The Parties agree to administer and interpret this Lease in good faith and in a manner consistent with applicable Wyoming law, municipal authority, and the voter-approved purposes underlying the funding used for the construction, operation, and maintenance of the facility. In the event of questions or disputes regarding the intent or application of this Lease, the Parties shall endeavor to resolve such matters cooperatively and reasonably, with due regard for the public interest and the respective legal obligations of each Party.

9. **Assignment and Subleasing.** Lessee shall not assign this Lease, sublease the Leased Premises, or permit continuous commercial use by third parties without the prior written consent of Lessor, which may be granted or denied in Lessor's sole discretion. Temporary or occasional use of the facility by individuals or organizations for events consistent with Lessee's nonprofit purpose shall not be deemed a violation of this provision, provided such use does not contravene this Lease or applicable law. Any consent granted shall be in writing and shall not constitute consent to any future assignment or sublease.
10. **Indemnification.** To the fullest extent permitted by Wyoming law and without waiving any governmental immunity or limitation of liability afforded to Lessor under the Wyoming Governmental Claims Act, Lessee shall indemnify, defend, and hold harmless Lessor, the City Council, and Lessor's officers, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorney fees, arising out of or related to:
- a. Lessee's use or occupancy of the Leased Premises;
 - b. the acts or omissions of Lessee, its officers, employees, volunteers, agents, or invitees; or
 - c. Lessee's operations or activities conducted on the Leased Premises.

This indemnification obligation is independent of and shall not be limited by the insurance requirements set forth in this Lease.

Nothing in this Section shall require Lessee to indemnify or defend Lessor for claims arising solely from the negligence or intentional misconduct of Lessor, and Lessor shall indemnify and defend Lessee to the same extent for claims arising solely from Lessor's negligence or intentional acts...

11. **11. Right of Entry and Access.** Lessor, through its officers, employees, contractors, or authorized representatives, shall have the right to enter the Leased Premises at all reasonable times and upon reasonable notice to Lessee, except in cases of emergency where no notice shall be required, for purposes including but not limited to: inspection; verification of compliance with this Lease; performance of maintenance or repairs for which Lessor is responsible; protection of public health and safety; and the exercise of Lessor's governmental or regulatory functions.

Such entry shall be conducted in a manner that minimizes disruption to Lessee's operations, provided that no such accommodation shall limit Lessor's ability to fulfill its legal or governmental obligations.

12. **Renewal; No Automatic Extension.** Lessee may request renewal of this Lease for one or more additional terms of two (2) years each, subject to mutual agreement of the Parties and approval by the City Council, if required by law or City policy. Any renewal shall be documented in a written amendment or new lease agreement executed by both Parties prior to expiration of the then-current term.

Lessee shall provide written notice of its intent to seek renewal not less than ninety (90) days prior to the expiration of the Lease term. Failure to provide timely notice shall not obligate Lessor to consider or grant a renewal. No renewal shall be implied by continued occupancy or performance.

13. **Termination; Effect of Termination.** Lessor may terminate this Lease at any time, with or without cause, upon ninety (90) days' written notice to Lessee. Such notice shall be delivered to Lessee at its address of record or in such other manner as permitted by law.

Upon receipt of a notice of termination, Lessee shall cooperate with Lessor to ensure an orderly transition, including compliance with all reporting, accounting, and property-removal obligations set forth herein. Termination shall not relieve either Party of obligations that expressly or by their nature survive termination.

14. **Improvements and Personal Property Upon Termination.** Upon expiration or termination of this Lease for any reason, all leasehold improvements, alterations, or fixtures affixed to the Leased Premises shall become the property of Lessor without compensation to Lessee, unless otherwise agreed to in writing by the Parties.

Lessee may remove its personal property, furnishings, equipment, and supplies acquired or funded by Lessee, provided that such removal occurs within a reasonable time designated by Lessor and does not cause damage to the Leased Premises. Lessee shall repair, at its sole expense, any damage caused by such removal beyond ordinary wear and tear. Any personal property not removed within the permitted time may be deemed abandoned at Lessor's discretion.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this _____ day
of _____ 2026.

LESSOR

THE CITY OF LANDER,
A Municipal Corporation

Missy White, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

LESSEE

Lander Senior Citizens Center, Inc.

Board Chair

ATTEST:

Jane Nolde, Executive Director