

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this _____ day of _____, 2024 by and between FREMONT COUNTY SCHOOL DISTRICT NO. 1, State of Wyoming, a lawfully organized school district within the State of Wyoming, 863 Sweetwater Street, Lander, Wyoming 82520, 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 is the owner of five (5) separate tracts of real property described below and desires to lease said real property to Lessee and Lessee desires to lease the real property described below for the benefit, enjoyment and recreation of the public; and

WHEREAS, Lessor and lessee desire to enter into this Lease Agreement defining their rights, duties and liabilities pertaining to the use of the land described hereinafter by Lessee.

NOW, THEREFORE, in consideration of the agreement, 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. PREMISES. Lessor, for and in consideration of the mutual covenants, agreements and stipulations hereinafter mentioned, reserved and contained, and the obligations to be performed by Lessee, does hereby grant, lease and let upon the terms and conditions hereinafter stated unto the Lessee five (5) tracts of land described hereinafter and the Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described real property, hereinafter referred to as “premises”, to-wit:

The five (5) tracts of land (premises) are described and set forth on Exhibit “A” attached hereto and by this reference made a part hereof and incorporated into this Lease Agreement together with rights of ingress and egress by the public and Lessee to said land.

3. PURPOSES. The Lessor and the Lessee hereby agree that the Lessee shall use and occupy and maintain the above-described premises set forth and described on Exhibit “A” for the benefit, enjoyment and recreation of the public. For all public events that do not conflict with the use by Lessor, the public and Lessee shall have access to and from the Lease premises across other lands owned by Lessor and the public and Lessee can also use parking lots of Lessor for public events.

4. LESSOR'S USE. This Lease is subject to Lessor's preferential right to use the lease property where the outdoor theatre is located, tract No. 5 as set forth and described on Exhibit "A" attached hereto, for educational purposes. Lessee shall be responsible for scheduling the site with Lessor. Lessor agrees to cooperate with Lessee in terms of scheduling the use of the lease property and in the event, there is any conflict between Lessor's need to use the lease property and Lessee's desire to schedule the property for use by the public Lessor shall be given a preferential right to utilize the lease property as necessary for its educational purposes. Lessee has full right to establish and enforce any rules, regulations and codes as it relates to the lessee's use of the property, except that Lessor and Lessee shall cooperate and allow Lessor to post signs prohibiting alcohol use by the public during the times and in those areas which may be used by Lessor for educational purposes.
5. ACCESS AND PARKING. Lessee and the public at large shall have access to the above tracts of land by using Baldwin Creek Road, 8th Street, Jefferson Street and Tiger Drive or across Lessor's parking lots. Lessee and the public at large shall also be entitled to use all parking spaces located on Lessor's other land for public events.
6. TERM. The term of this Lease shall be for five (5) years to commence on the 1st day of July, 2024, and terminate on the 30th day of June, 2029, unless sooner terminated by a breach of the terms and conditions of this Lease or by an abandonment of the premises by Lessee or by the mutual consent of both parties hereto or this lease may be terminated without cause and for any reason by either party upon one hundred eighty (180) days advance written notice to the other party. This Lease may be terminated immediately for cause if the Lessee fails to perform in accordance with the terms and conditions of this Lease. Lessee shall surrender premises to Lessor immediately on the termination of the Lease.
7. RENT. The parties agree that in lieu of making a cash rental payment by Lessee to Lessor, the consideration to paid by Lessee to Lessor for this lease agreement shall be the fulfillment of the terms and conditions set forth in this Lease to be provided by Lessee and which will benefit Lessor including, but not limited to , Lessee's responsibility and commitment to take care of the maintenance, for the leased premises, payment of all utilities for the leased premises, providing for liability and accident insurance as hereinafter set forth, and such other terms and conditions as set forth herein for the leased premises. In addition, Lessee shall allow the Lessor up to five (5) days of non-fundraising events to be held at the Lander Community and Convention Center at no cost to the Lessor. Said event must be reserved by the Lessor through the Lessee's booking site and approved as a no cost event by the Lessee prior to final booking. A damage deposit will be required at the time of booking which will be reimbursed in full after the event if no damages are assessed. The parties hereto agree that such consideration set forth above is fair and adequate compensation for this Lease.
8. UTILITIES. Lessee shall initiate and obtain in its name all monthly charges for utilities used in connection with the leasehold premises, including, but not limited to the costs of electricity, water and sewer and other charges for any other utilities used on the leased premises. Lessee shall pay the monthly charges for these services as they become due for the lease premises.

The Lessor shall not be obligated to pay for any electricity costs or other utilities when Lessor is using the above-described premises for educational purposes.

9. ASSIGNMENT OF LEASE. The Lessee may not, without the prior written consent of Lessor, assign this Lease or sublet the premises or any part thereof. Provided, however, the Lessee may enter into usage agreements with persons and/or other entities desiring to schedule public events on the leased land.
10. TITLE TO PREMISES. The Lessor does not warrant in any way that it is lawfully seized in the premises or that it will maintain and defend said possession of Lessee as herein granted. However, should any third party be able to assert title to the leased premises superior to that of the Lessor, the parties agree that this Lease Agreement shall immediately be terminated, and that neither party shall have any further obligations or liabilities to the other as a result of such lack of title.
11. ALTERATIONS, ADDITIONS AND IMPROVEMENTS. The Lessor covenants and agrees that Lessee may make such general improvements in and about the premises as Lessee in its reasonable discretion may consider suitable and proper for public enjoyment and public recreation, provided, however, Lessee may not build structures, buildings or other permanent improvements without prior written consent of Lessor. Such general improvements shall be defined to include, but not necessarily limited to, improvements for public recreational purposes and activities, athletic areas, picnic tables, ball diamonds, and soccer goals. Lessee, before making any future structural or permanent improvements or alterations of any kind shall submit plans or designs therefore to Lessor for approval. All improvements or alterations erected or made on the leased premises shall on expiration or sooner termination of this Lease belong to Lessor without compensation to Lessee; provided however that Lessor shall have the option, to be exercised in the sole discretion of Lessor on the expiration or sooner termination of this Lease, to require Lessee to remove any or all such improvements or alterations.
12. POSSESSION. Lessee shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Lessor on the last day of the term of this Lease, unless otherwise agreed by both parties in writing or termination occurs pursuant to paragraph 5 above.
13. INSPECTIONS. The Lessor reserves the right to inspect the premises at any and all reasonable times during the period of this Lease.
14. MAINTENANCE. The Lessee hereby further covenants and agrees to use and occupy and maintain the premises leased herein for the benefit, enjoyment and recreation of the public and keep said premises free and clear of any and all liens or encumbrances whatsoever nature or kind during the entire term hereof. Lessee also covenants that during the term of this Lease it will keep the premises free from litter and other waste, water the premises, mow the grass and maintain the premises and all improvements in good order and repair.
15. LIABILITY INSURANCE. Lessee shall maintain liability insurance, or liability coverage through a self-insured pool, approved under Wyoming law, that provides coverage consistent with the Wyoming Governmental Claims Act.
16. NOTICE. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the

party to be notified at the address set forth herein, or at such other address as either party may from time to time designate in writing. Every notice shall be deemed to have been given at time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the legal manner prescribed for personal service of a summons or other legal process.

- 17. TOTAL AGREEMENT: APPLICABLE TO SUCCESSOR. This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and assigns of both parties.
- 18. APPLICABLE LAW. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.
- 19. TIME OF THE ESSENCE. Time is of the essence in all provisions of this Agreement.
- 20. REMEDY. In the event of default hereof by Lessee, Lessor shall have all rights and remedies accorded by law, and upon termination, Lessee will peacefully and quietly leave, surrender and yield up all the premises and property. In the event of default by Lessor, Lessee have all rights and remedies accorded by law. In the event of default by either party, the nondefaulting party shall be entitled to recover all costs, expenses and attorney fees incurred to exercise any lawful remedies available to nondefaulting party.

FREMONT COUNTY SCHOOL DISTRICT NO. 1 and the CITY OF LANDER each do not waive their Government Immunity, as provided by any applicable law including W.S. Section 1-39-101 *et. Seq.*, by entering into this Lease. Further the parties hereto each fully retain 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

WITNESS the hands and seals of the parties this _____ day of _____, 2024

FREMONT COUNTY SCHOOL DISTRICT NO. 1

BY: _____
Chairman

ATTEST:

Secretary

CITY OF LANDER, WYOMING,
BY: _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing Lease Agreement was acknowledged before me this ____ day of _____, 2024, by _____ for and on behalf of FREMONT COUNTY SCHOOL DISTRICT NO. 1.

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing Lease Agreement was acknowledged before me this ____ day of _____, 2024, by Monte Richardson, Mayor, for and on behalf of the CITY OF LANDER, WYOMING

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: