

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the City of Lander, a Wyoming municipal corporation, whose address is 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Landlord”, and the Lander Golf Course, a Wyoming corporation, whose mailing address is P.O. Box 417, and physical address is 1 Golf Course Drive, Lander, Wyoming, hereinafter referred to as “Tenant”.

WITNESSETH:

WHEREAS, Landlord is the owner of the real property described in Exhibit “A” attached hereto and which real property is used as a municipal golf course; and

WHEREAS, Tenant desires to lease the real property described in Exhibit “A” attached hereto for the operation and management of the Golf Course; and

WHEREAS, it is in the best interest of the Landlord to lease said real property and the Golf Course to the Tenant on the terms and conditions provided below.

TERMS AND CONDITIONS

NOW THEREFORE, for and in consideration of the lease payments and the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE I

Recitals

The above recitals and Exhibit “A” attached hereto are incorporated herein and by this reference made a part of this Lease Agreement.

ARTICLE II

Representations, Covenants, and Warranties

Representations, Covenants, and Warranties of the Landlord. The Landlord represents, covenants, and warrants as follows:

- a. The Landlord is an incorporated municipality, duly and regularly created, incorporated, and existing as such within the State of Wyoming under the Constitution and laws of the State. The Landlord has fee simple title to the eighteen holes of the golf course and the real property used for the operation of the golf course, Exhibit “A” attached hereto, hereinafter referred to as the “Existing Site” and to the existing facilities thereon and is authorized by law to enter into the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder. The Landlord has authorized and approved the execution and delivery of this Lease Agreement and other documents related to this transaction; and
- b. The leasing of the existing golf course to the Tenant under the terms and conditions provided for in this Lease Agreement is necessary, convenient, and in furtherance of the Landlord’s governmental purposes, and is in the best interest of the citizens and inhabitants of the Landlord; and
- c. To the knowledge of the Landlord, neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the Landlord is now a party or by which the Landlord is bound, or constitutes a default under any of the foregoing; and
- d. To the knowledge of the Landlord, there is no litigation or proceeding pending or threatened against the Landlord or any other person affecting the right of the

Landlord to execute this Lease Agreement or the ability of the Landlord to comply with its obligations contained hereunder.

Representations, Covenants, and Warranties of the Tenant. The Tenant represents, covenants, and warrants as follows:

- a. The Tenant is a Wyoming corporation duly organized and existing under the laws of the State of Wyoming. The Tenant has all necessary power to enter into this Lease Agreement, is possessed of full power to lease real and personal property, as lessor or lessee, and has duly authorized the execution and delivery of this Lease Agreement; and
- b. The Tenant will not pledge, assign, mortgage, or encumber any of its rights under this Lease Agreement; and
- c. To the knowledge of the Tenant, neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the Tenant is now a party or by which the Tenant is bound, or constitutes a default under any of the foregoing; and
- d. To the knowledge of the Tenant, there is no litigation or proceeding pending or threatened against the Tenant or any other person affecting the right of the Tenant to execute this Lease Agreement or the ability of the Tenant to comply with its obligations hereunder.

ARTICLE III Lease of Property

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the property described on Exhibit "A" which is attached hereto and incorporated herein by this reference together with all buildings and improvements located thereon or appurtenant thereto and all rights, privileges, hereditaments, and tenements thereunto appertaining or belonging.

ARTICLE IV Rent

Tenant shall pay to the Landlord as rent the sum of Ten and No/100 Dollars (\$10.00) and said payment of \$10.00 being due on or before the _____, 2023. As additional consideration for this Lease, the Tenant shall fulfill the special covenants contained in Article VI hereof, which the Landlord acknowledges has significant value to it.

ARTICLE V Term of Lease

The term of this Lease shall be for a period of Four (4) years (the original term) commencing on the _____ 2023, and terminating on the _____, 2027, unless terminated or extended as hereinafter set forth.

To extend this Lease, a Lease Extension Agreement between Landlord and Tenant must be signed at least ninety (90) days prior to the expiration of the Lease term. The terms and conditions of the extension must be agreed upon between the Landlord and the Tenant. If the parties cannot agree upon the terms and conditions of the extension, then and in that event, this Lease will terminate and the Tenant will have no further rights under this Lease Agreement.

Landlord hereby declares that the term of this Lease is of specific benefit to it, as it will provide for the care, management, and preservation of the Lander Golf Course.

ARTICLE VI
Special Covenants of Tenant

Tenant hereby agrees to comply with the following:

- a. To pay all charges levied, assessed and charged against or incurred at the premises for all utilities, including but not limited to sales or property taxes, sewer, gas, telephone, electricity charges and ditch right assessments which may accrue during the term of this Lease, and to save the premises and Landlord harmless therefrom.
- b. Tenant has examined and knows the condition of said premises and acknowledges that it has received the same in good order and repair, and will keep and maintain said premises, and upon the termination of this Lease in any way, it will yield up said premises to Landlord in as good condition as when said premises are entered upon by Tenant, ordinary wear and tear and loss by any act of God excepted.
- c. To maintain at its own expense the premises and every part thereof in good condition and repair, and to maintain said premises in such manner as to prevent damage of any kind which might have been prevented by the exercise of proper care; to maintain the premises in a safe and clean condition free of trash and debris insofar as is reasonably possible and to keep trees and lawns on the premises properly watered and trimmed.
- d. To assume and hold Landlord harmless from all public liability which might result from Tenant's activities or occupation of the premises, including any liability which might arise by virtue of any unsafe condition which may develop or be allowed and permitted to exist on said premises. In furtherance, hereof Tenant shall obtain, purchase, and maintain continuously in effect at all times during the term of this lease agreement and all renewals, at Tenant's sole expense, a comprehensive general public liability insurance policy against claims for personal injury, death, or damages to the property of others occurring on or in the leased premises, in an amount not less than One Million Dollars (\$1,000,000.00) in the aggregate and \$500,000.00 for each occurrence, and property insurance in an amount not less than the full replacement value of the premises, excluding the value of the real property portion of the leased premises, except for the cost of restoring it to a golf course. All such insurance shall name the Landlord as an additional insured.
- e. To permit the Landlord or its authorized agent to inspect the premises at any reasonable time.
- f. To manage Tenant's business and affairs in such a manner that Landlord shall not incur any liability therefore or as a consequence thereof; to pay all charges or obligations for any labor, materials, and supplies which Tenant may incur with respect to the premises, and the operation and management of the Golf Course when due; to prevent any of the foregoing from being a lien upon the premises or any portion thereof.
- g. No substantial changes or alterations of the premises or improvements thereon shall be made without first having obtained the consent in writing of the Landlord from the Public Works Director; provided however that the Tenant may make such minor additions or alterations as are necessary and consistent with the continuation of the operation of the premises as a golf course, all at Tenant's sole cost and expense; and provided further that any signs or fixtures or equipment Tenant may place upon the premises shall not be removed at the expiration of the term of this Lease, and the same shall become the property of Landlord upon the termination of this Lease. Tenant assumes the risk for loss of its own fixtures and merchandise, and will carry its own insurance against such risks. Provided, further, Tenant is hereby granted

the right to make such changes as necessary and proper for full compliance with all of the provisions of the Occupational Health and Safety Act of the State of Wyoming and Tenant does hereby assume full responsibility for the compliance with the aforesaid Act and all rules and regulations promulgated by appropriate departments of the State of Wyoming pursuant thereto and does hereby further covenant and agree to save and hold the Landlord harmless from any and all claims, charges, suits at law and in equity arising out of or in connection with any and all of its activities conducted in and upon the said leased premises.

- h. In the event there are substantial upgrades that need or want to be completed by the Tenant, the Tenant shall negotiate with the Landlord for cost-sharing options. In the event the Tenant fails to negotiate, then all upgrades shall be deemed denied, or the Tenant shall pay all costs associated with the aforementioned upgrades. Any and all upgrades shall be capped at maximum Landlord contribution of \$125,000 per fiscal year and must approved by the Landlord prior to incurring the expense.
- i. Use and occupancy. Tenant will use and occupy the premises for the operation and conduct of a municipal golf course only and will maintain order on said premises, and will manage, operate, and conduct said premises and any business, entertainment, or other activity maintained thereon in a lawful, orderly and proper manner in compliance with all applicable laws, ordinances, rules and regulations.
- j. Public use. It is understood by and between the parties and Tenant agrees to make the leased premises available for public use by non-members for uses consistent with Tenant's use thereof, provided however that Tenant may require all persons making such use of the leased premises to know, observe, abide by and comply with its reasonable rules and regulations regarding the premises and use thereof, and it is specifically provided that Tenant may require payment of reasonable fees therefore, which fees may exceed the fees paid by members of the Golf Course but which shall at all times be reasonable fees and shall not be designated or effected to actually prohibit use by persons not members of the Golf Course. The Tenant shall make arrangements to allow the leased premises to be used for cross-country skiing, cross-country races, and sledding as required by the public.
- k. Budget/City Council. The Tenant shall participate in the Landlord's annual budget process for all funding requests. Upon request, the Tenant shall attend a City Council meeting and provide updates and input in regard to the budget and allocation of funds.
- l. The Tenant shall allow City Employees for the CITY OF LANDER to receive a Single Season Pass for the lump sum payment of \$43,500.00 made by the City of Lander to the Lander Golf Course. The City of Lander shall provide a list of all eligible employees to Lander Golf Course at the time of payment and update the list as needed. The Single Season Pass does not include family member fees, cart rentals fees, trail fees, or handicap fees, but can be upgraded to include those services for a difference in cost based on the Lander Golf Course adopted rate schedule. All additional costs above and beyond the Single Season Pass shall be directly borne by the City Employee wishing to add such services.

ARTICLE VII Personal Property

Landlord is the owner of certain personal property located on the leased premises. The personal property is considered as all installed appliances, HVAC equipment, pumping equipment, piping, and control equipment used on the premises. As part of this Lease Agreement, Tenant can use the personal property set forth and described above hereto in the operation and maintenance of the Golf Course. The Tenant shall maintain at its own expense the personal property in good condition and repair and maintain said personal property in such manner as to prevent damage of any kind which might have been prevented by the exercise of proper care; to maintain the personal

property in a safe and clean condition the costs of repairs and maintenance of said personal property shall be paid by the Tenant. The Tenant cannot sell, transfer, or give away any jointly owned property set forth and described above without permission from the Landlord. The Tenant shall provide liability insurance for anyone using said personal property and hold the Landlord harmless from any claims.

In the event of dissolution by the Tenant of their Board, the personal property used to operate and maintain the golf course shall be donated to the Landlord to continue to be able to operate and maintain the Lander Golf Course. This includes all mowers, tractors, golf carts, and tools.

ARTICLE VIII
Prohibition on Assignment or Sublease

Tenant shall not, either totally or partially, assign or sublease, all or any part of this Lease, or all or any part of the premises leased hereunder without permission from the Landlord.

ARTICLE IX
Enjoyment of the Site

Quiet Enjoyment. The Landlord hereby covenants that the Tenant shall during the term of this Lease Agreement peaceably and quietly have and hold and enjoy the existing leased premises without suit, trouble or hindrance from the Landlord, except as expressly required or permitted by this Lease Agreement. The Landlord shall not interfere with the quiet use and enjoyment of the existing facility by the Tenant during the term of this Lease Agreement. The Landlord shall, at the request of the Tenant, join and cooperate fully in any legal action in which the Tenant asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the existing facility. In addition, the Tenant may join in any legal action affecting its possession and enjoyment of the site and shall be joined in any action affecting its liabilities hereunder.

ARTICLE X
Notice

All notices provided for under this Lease Agreement shall be served, by certified mail, addressed as follows:

City of Lander
240 Lincoln Street
Lander, WY 82520

Lander Golf Course
P.O. Box 417
Lander, WY 82520

ARTICLE XI
Prohibition Against Discrimination

Tenant hereby covenants that it shall not, in the exercise of its rights otherwise granted in this instrument, discriminate against any person by reason of race, creed, color, religion, sex or national origin or violate any law of the United States of America promulgated with respect thereto.

ARTICLE XII
Default

This Lease Agreement may be terminated by Landlord at any time that Landlord may so desire, with or without cause, but in so doing a written notice of the termination shall be delivered to Tenant at the address set forth above and Tenant shall not be compelled to remove from the premises or surrender the premises until thirty (30) days after receipt of such notice.

ARTICLE XIII
Attorney's Fees and Costs

In any enforcement action by either party hereunder, the prevailing party shall be entitled to reasonable attorney's fees and costs thereof.

ARTICLE XIV
Liaison

The City shall appoint one individual to be the liaison between the City of Lander and the Tenant.

ARTICLE XV
Binding Effect

This Lease Agreement shall bind and inure to the benefit of the parties, their successors, heirs and assigns.

ARTICLE XVI
Severability

In the event that any provision of this Lease Agreement, except Articles IV and IX, shall be held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

ARTICLE XVII
Governmental Immunity

The City of Lander does not waive its Government Immunity, as provided by any applicable law including W.S. Section 1-39-101 et seq., by entering into this Lease Agreement. 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 Agreement.

ARTICLE XVIII
Sale of Alcohol

The City of Lander and the Lander Golf Course agree that the Lander Golf Course may sell alcoholic or malt beverages upon the leased premises during the term of this lease.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties have set their hands hereto at Lander, Wyoming, on the day and date first above indicated.

THE CITY OF LANDER

BY: _____
MONTE RICHARDSON, Mayor

ATTEST:

RACHELLE FONTAINE, Clerk

LANDER GOLF COURSE,

BY: _____
_____, President

ATTEST:

_____, Vice President

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing Lease Agreement was acknowledged before me this ____ day of _____, 2023, by MONTE RICHARDSON Mayor of the City of Lander, on behalf of the City of Lander.

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 _____, 2023, by RACHELLE FONTAINE, Clerk of the City of Lander, on behalf of the City of Lander.

Witness my hand and official seal.

(SEAL)

Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, President of the Lander Golf Course, a Wyoming corporation, on behalf of said corporation.

