

**SENIOR CENTER LEASE AGREEMENT**

This Senior Center Lease Agreement (“Agreement” or “Lease”) is entered into by and between the City of Lynden (“City” or “Lessor”), a Washington municipal corporation, and Lynden Community/Senior Center (“Lynden Community/Senior Center” or “Lessee”), a Washington nonprofit corporation. The Lessor and Lessee also may be referred to herein individually as “Party” or collectively as “Parties.”

**RECITALS:**

**WHEREAS**, the City of Lynden owns the real property and all improvements thereon commonly known as 401 Grover Street in Lynden and legally described in **Exhibit A** hereto, which is incorporated herein by reference (“Premises” or “Building”); and

**WHEREAS**, the Premises has been the location of the Lynden Senior Center since 1991; and

**WHEREAS**, pursuant to an interlocal agreement with Whatcom County Parks and Recreation (Whatcom County Contract No. 202209050), the City receives funding from the County to support with staffing and operating the Lynden Senior Center (“Interlocal Agreement”); and

**WHEREAS**, the Lynden Community/Senior Center is a 501(c)(3) nonprofit organization that was formed in 2010 and took over operation of the Lynden Senior Center at that time; and

**WHEREAS**, since that time, the Lynden Community/Senior Center has continued to operate the Lynden Senior Center at the Premises; and

**WHEREAS**, the Parties wish to enter into a lease providing for the continued use and possession of the Premises by the Lynden Community/Senior Center according to the following terms and conditions; and

**WHEREAS**, this Agreement is being executed concurrently with a “Lynden Senior Center Management Agreement” between the Parties; and

**WHEREAS**, the foregoing recitals are a material part of this Agreement.

**NOW, THEREFORE**, in consideration of the promises and conditions herein, the Parties hereby agree as follows:

**TERMS AND CONDITIONS OF LEASE:**

1. **Demise of Premises.** The City hereby leases the Premises to Lynden Community/Senior Center, subject to the terms and conditions contained herein.

2. **Term.** This Lease shall commence on March 1, 2024 (“Commencement Date”) and end at midnight on December 31, 2033, unless terminated sooner pursuant to any provision hereof, or extended pursuant to the option for renewal provided for under Section 3 below.
3. **Option to Renew.** Lessee shall have the option to renew this lease for one (1) additional five (5) year term upon the conditions contained herein. This option may be exercised by giving Lessor not less than 120 days written notice prior to the expiration of the Term.
4. **City’s Option to Terminate.** The City shall have the unilateral option to terminate this Agreement by providing 30 days written notice to Lessee in the event of any of the following: (1) Lessee loses its status as a nonprofit organization, (2) Lessee fails to maintain the insurance coverage required under Section 22 below, (3) the Interlocal Agreement is terminated, (4) Lessee fails to perform any of the responsibilities listed in Section 7 below, or (5) Lessee otherwise materially breaches this Lease.
5. **Consideration.** This Lease is being provided in exchange for Lessor’s provision of the services listed in Section 7 below to the Lynden community. No payment of rent is required.
6. **Premises Use.** The Lessee hereby agrees to use the Premises for the operation of the Senior Center/Community Center and for no other purpose.
7. **Senior Center Services.** Lessee agrees to operate the Lynden Community Center at the Premises. Lessee will ensure the Lynden Community Center is open Monday through Friday of each week from 8:00 a.m. to 4:00 p.m. (excluding holidays). Lessee agrees to (1) operate the Lynden Community/Senior Center’s meal program, (2) provide a variety of healthy lifestyle programs of interest to older adults, (3) provide any other service(s) required under the Interlocal Agreement, and (4) fully meet all of its responsibilities identified in Section 2 of the Lynden Senior Center Management Agreement.
8. **Compliance With Laws.** The Premises shall at all times be kept and used in accordance with the laws of the State of Washington and ordinances of the City, and in accordance with all directions, rules and regulations of the County health officer, City building inspector, City fire department, or other proper officer of the City or County.
9. **Care of Premises.** The Lessee shall permit no waste, damage, or injury to the Premises and at Lessee’s own cost and expense shall keep such waste, damage, or injury from occurring and shall promptly remediate or repair any such waste, damage, or injury that does occur.



10. **Lessee Management and Operational Responsibility.** Lessee shall be solely responsible for management and operation of the Premises and all costs associated therewith including all costs associated with labor, materials, supplies, and equipment. During the Term, Lessee shall keep the Premises maintained and prevent any waste of the Premises. Lessee shall be responsible for the general upkeep and janitorial services for the Building.
11. **City Maintenance and Repair.** The City will, at its sole cost and expense, reasonably maintain the building in good condition and repair, including but not limited to all designated parking areas, sidewalks, driveways, fences, storm drains, utility lines and meters, painting (excluding interior touchup painting), landscaping (including lawn care and snow removal), repairs and maintenance to the roof and the exterior of the building, wiring, lighting fixtures, windows, plumbing, and any repairs and maintenance to the mechanical integrity of the heating and cooling equipment, excluding modifications or changes to doors, door locks, and security systems. This provision does not apply to damage to the Premises caused intentionally, recklessly or from misuse by the Lessee's staff, volunteers, or agents.
12. **Access by City.** The City shall have the right to enter the Premises at all reasonable times for the purpose of inspection, maintenance, or determining compliance with the terms of this Lease.
13. **Parking.** Lessee's use of the parking spaces available on the Premises is subject to the terms of (1) the "License Agreement For Shared Parking" between the City and Forefront Ventures, LLC (recorded at AF #2141001448), and (2) the provisions of Lynden Municipal Code 10.08.095(B).
14. **Improvements.** No permanent improvements shall be constructed or placed upon the Premises without the prior written consent of the City.
15. **Utilities.** The City shall pay all utility costs associated solid waste and recycling and all costs associated with grease trap pumping at the Premises. Lessee shall pay for all utilities costs associated with the Premises including, but not limited to, electricity, water, sewer, internet, stormwater, and telephone.
16. **Taxes.** The City agrees to pay any real estate taxes or special assessments which are due and payable during the term of this Lease.
17. **Non-Discrimination.** The Lessee shall comply with all federal, state, and local laws governing non-discrimination. The Lessee will not discriminate in providing access or services to the public because of race, creed, color, sex, age, marital status, or national origin. Further, the Lessee will not discriminate in providing services against any person because of the presence of any sensory, mental, or physical disability. Finally, the Lessee agrees to comply with all prohibitions on

discrimination set forth in Sections 11 and 12 of the Lynden Senior Center Management Agreement, which by this reference are fully incorporated herein.

18. **Assignment and Sublease.** Neither this Lease, nor any of the Lessee's rights under this Lease, may be assigned or sub-let without the prior written consent of the Lessor, which consent may be withheld or granted in Lessor's sole discretion. This provision does not prohibit Lessee from renting the common areas of the Premises for meetings and other events in accordance with the terms of the rental policy of the Lynden Community / Senior Center, as amended from time to time. The Lynden Community / Senior Center will ensure that every person, group, firm, or corporation renting space within the Premises shall indemnify, defend, and hold harmless the City, the City's employees and agents from any and all claims for damages, injury, or loss suffered or alleged to be suffered in or about the Premises by any person, firm, or corporation,, to the full extent permitted under law, except to the extent such damages, injury, or loss are due to the negligence of the City, the City's employees, or the City's agents.
19. **Surrender of Possession.** Upon the expiration or termination of this Lease, Lessee shall surrender possession of the Premises to the Lessor in as good condition as the same were in at the beginning of the term of this Lease, or the condition to which they may be improved with prior written consent of the Lessor, reasonable wear and tear and damage by elements excepted.
20. **Non-Liability of Lessor.** All personal property on the Premises shall be at the risk of Lessee. The Lessor, and Lessor's employees and agents, shall not be liable for any injury to the Lessee, its employees, agents, business or social guests, invitees, members, or any member of the public, entering the Premises for any reason, or for any loss of or damage to goods and chattels resulting from any defect in the Premises or any equipment installed or located therein: and the Lessee shall indemnify the Lessor and hold Lessor harmless from any and all claims for such injury or damage. If any employee or agent of the Lessor shall, at the request of the Lessee, render any service or do any act for or on behalf of or at the direction of the Lessee, which act or service is not required by this Lease to be rendered by the Lessor, then in any and all such cases such employee or agent of the Lessor becomes wholly the agent of Lessee and the Lessor shall not be liable in any manner for damage to property, or injury, or death to persons arising out of or in connection with such service or act.
21. **Indemnification.** Lessee shall indemnify, defend, and hold harmless the Lessor and Lessor's employees and agents from any and all claims for damages, injury, or loss suffered or alleged to be suffered in or about the Premises by any person, firm, or corporation, to the full extent permitted under law, except to the extent such damages, injury, or loss are due to the negligence of Lessor, Lessor's employees, or Lessor's agents.



22. **Insurance.** Lessee shall at all times maintain a liability insurance policy in connections with operations under this Lease in the minimum amount of Two Million Dollars (\$2,000,000.00) per occurrence, and Four Million Dollars (\$4,000,000.00) aggregate, from a company acceptable to Lessor for the entire term of this Lease, or any extension hereof. Lessor shall be named as an additional insured on said policy. Lessee shall provide a copy of such current policy to Lessor within ten (10) days of the execution of this Agreement, and within ten (10) days of any renewal of said policy. Should the Lessee be notified or have reason to expect a termination or cancellation action by its insurance company, the Lessee will provide the Lessor with at least thirty (30) days advance written notice. Any reduction or cancellation in the coverage or limits shown here, or any failure to provide proof of the required insurance or to timely provide the notice required herein shall constitute a material breach of this Lease and shall be cause for termination by the City pursuant to Section 4(2) above.
23. **Notice.** Any notice, declaration, demand, or communication to be given by one Party to the other pursuant to this Agreement shall be sufficiently given if dispatched by pre-paid first-class mail, or via email, to the addresses of the Parties as designated. Notices sent via first-class mail shall be deemed effective two (2) business days after they are postmarked and notices sent via email shall be deemed effective on the date sent if they are sent before 5:00 pm; if they are sent after 5:00 pm they shall be deemed effective on the following day. The Parties hereto may, from time to time, advise the other of new addresses for such notices, demands, or correspondence.

**To Lessor:**  
 City of Lynden  
 Attn: City Administrator  
 300 Fourth Street  
 Lynden, WA 98264  
 WilliamsJ@lyndenwa.org  
 jennifer@lyndencommunitycenter.org

**To Lessee:**  
 Lynden Community/Senior Center  
 Attn: Executive Director  
 401 Grover Street  
 Lynden, WA 98264  
 Email:

24. **Lease Binding.** This Lease shall be binding on the Lessor and Lessee and on their successors and assigns, provided, however, that this paragraph shall not be construed as permitting any assignment or transfer that is prohibited under Section 18 hereof.
25. **Destruction of Property.** In the event that the Premises is partially destroyed, this Lease remains binding and Lessee shall continue to operate the unaffected portion of the Premises in as full compliance with the terms and conditions of this Lease as is reasonably attainable. If the Premises is totally destroyed to such an extent that the damage cannot be repaired within ninety (90) days, Lessor has the option to repair or terminate this Lease upon thirty (30) days written notice,

without liability.

26. **Abandoned Property.** Upon Lease expiration or termination and surrendering possession of the Premises to the Lessor, any personal property remaining in or about the Premises shall be assumed by the Lessor to be abandoned property and may be disposed of in accordance with laws of the State of Washington.
27. **Relationship of the Parties.** The Parties agree that they are each independent entities operating pursuant to the terms and conditions of this Lease. No agent, employee, servant or representative of a Party shall be deemed to be an employee, agent, servant or representative of the other Party for any purpose. Unless otherwise provided, each Party will be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the term of this Lease or any extension hereof.
28. **Attorney's Fees and Costs.** In case suit or action is instituted to enforce any right, obligation, or term of this Agreement, the Party not prevailing shall pay the prevailing Party's costs and disbursements relating to said proceedings, and such sum as the court determines reasonable for attorney's fees connected with said proceedings.
28. **Nonwaiver of Breach.** Failure of either Party at any time to require performance of any provision of this Lease shall not limit such Party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Lease constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.
29. **Applicable Law, Construction, & Venue.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. In the event this Agreement is in conflict with the provisions of any law or statute governing the subject matter hereof, such law or statute shall be controlling only to the extent of such conflict. The venue for any action brought to interpret or enforce any provision of this Agreement shall be Whatcom County Superior Court.
30. **All Remedies at Law and Equity Available.** In the event of a breach of this Agreement, all remedies in law and equity shall be available to the Parties, including the remedy of specific performance.
31. **Severability.** In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
32. **Entire Agreement.** This Lease and the Interlocal Agreement constitute the entire agreement between the Parties as to the matters contained herein. There are no



other representations, warranties, covenants, agreements, collateral agreements, or other conditions affecting this Agreement other than those set forth herein. No oral or written statements made by either Party prior to or following execution of this Agreement shall be considered a part of this Agreement unless expressly incorporated herein in writing.

33. **Modification Must Be In Writing.** This Lease may not be modified except by written agreement of the Parties.
34. **Number/Gender/Headings.** As used herein, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All paragraph headings and/or captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.


IN WITNESS WHEREOF, the Parties have executed this Lease on the date first above written.

**LESSEE:**

**Lynden Community/Senior Center**

**LESSOR:**

**City of Lynden**

  
By: Jennifer Lautenbach  
Its: Executive Director

\_\_\_\_\_  
Scott Korthuis  
Mayor

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

On this 11<sup>th</sup> day of March, 2024, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JENNIFER LAUTENBACH, the Exec. Director of Lynden Community/Senior Center, a Washington nonprofit corporation, who acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and stated on oath that they were authorized to execute this instrument on behalf of said company.

WITNESS my hand and official seal hereto affixed the day and year first written above.



Kimberly Ryskamp  
Notary Public in and for the State of Washington  
Residing at: Lynden WA  
My commission expires: Sept 4, 2024

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the City of Lynden, a Washington municipal corporation, who acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first written above.

\_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



**Exhibit A**

**Legal Description of the Premises**

**Assessor's Tax Parcel Number: 400320 262330 0000 and 400320 254328 0000**

The Easterly 29 feet of the Southerly 56 feet of the North half of Lot 2, and the North half of Lots 3, 4, and 5, and the Northwesterly 94 feet of Lots 1 and 2, all in Block 11, Supplemental and Corrected Plat of the Townsite of Lynden, recorded in Volume 3 of Plats, page 48, in the Auditor's office of Whatcom County, Washington.

Situate in Whatcom County, Washington.