

LEASE AGREEMENT FOR SHOOTING RANGE FACILITIES

This LEASE AGREEMENT FOR SHOOTING RANGE FACILITIES ("Lease") is entered into this ____ day of _____, 2024, by and between Double Tapp LLC, a limited liability company organized under the laws of the state of Idaho, whose address is 14000 E. Double Tapp Lane, Boise, Idaho 83716 ("Landlord"), and City of Meridian, a municipal corporation organized under the laws of the state of Idaho, whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642 ("Tenant"). In this Lease, Landlord and Tenant may be referred to individually as a "Party" or collectively as "Parties."

WHEREAS, Tenant seeks to lease from Landlord, and Landlord seeks to lease to Tenant, the amenities at Double Tapp Range and Firearms Training, located at 14010 E. Double Tapp Lane, Boise, Idaho as described in Exhibit A hereto ("Lease Premises");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, and in consideration of the recitals above, which are incorporated herein, Landlord and Tenant agree as follows:

- I. Lease granted.** In consideration of the payment of rent to be paid by Tenant to Landlord pursuant to this Lease, Landlord does hereby lease and demise Lease Premises to Tenant.
- II. Use of Lease Premises.** Tenant's use and occupancy of the Lease Premises shall be limited to shooting practice, lessons, coaching, testing, and related activities, and equipment storage. Tenant shall not use the Lease Premises for any other purpose without the express written consent of Landlord. Tenant warrants and represents that Tenant has undertaken a complete and independent evaluation of any and all risks inherent in the execution of this Lease and the operation of the Lease Premises for its use permitted hereby, and that, based upon said independent evaluation, Tenant has elected to enter into this Lease and hereby assumes all risks with respect thereto, some of which risks may be unknown.
- III. Term of lease.** The term of this lease shall begin when executed by both parties ("Effective Date"), though December 31, 2029. The lease term shall be automatically renewed from year to year thereafter, unless written notice of termination is given by either party to the other in the manner set forth herein. Time is of the essence in all matters related to this Lease.
- IV. Responsibilities of Tenant.** With regard to Tenant's use and occupancy of the Lease Premises under this Lease, Tenant shall be responsible for each and all of the following.
 - A. Rent.** Beginning with the Effective Date, Tenant shall pay Rent to Landlord in the amount of forty-eight thousand dollars (\$48,000.00) annually. Rent shall include the cost and expenses for all utilities in connection with the Lease Premises, including electricity or other fuels or power sources, pest control, and garbage collection services, as well as the cost of routine maintenance and repair of the Lease Premises.

- B. Weed control.** Tenant shall be responsible for weed control on the Lease Premises. Tenant shall engage a commercial, professional applicator for such purpose. Such professional applicator shall be licensed and certified by the Idaho State Department of Agriculture ("ISDA") and shall be fully insured as required by ISDA. Tenant shall not store or dispose of any chemicals upon the Lease Premises. All chemicals shall be used in accordance with all applicable laws. Tenant shall not be responsible for weed control in the parking area inside the Lease Premises or any berm or other area outside the Lease Premises.
- C. Sanitation supply and cleaning.** Tenant shall provide and install all necessary paper products and sanitation supplies for the restroom facility at the Lease Premises, including, without limitation, garbage bags, toilet paper, and hand sanitizer. Tenant shall provide all necessary cleaning services for the restroom facility.
- D. Garbage removal.** Tenant shall supply garbage bags for, and be responsible for removal of, all garbage generated by Tenant at the Lease Premises. Tenant may place garbage generated by Tenant at the Lease Premises in the Range's central garbage container.
- E. Snow removal.** Landlord shall ensure year around access to the leased ranges by removing snow as needed on E. Double Tapp Lane, from its intersection with Orchard Access, west to the Lease Premises. Landlord may, as feasible, remove snow from M-1 and M-2 Range surfaces where snow is deeper than six inches (6").
- F. Condition of Premises.** Tenant acknowledges that Tenant has inspected the Lease Premises and does hereby accept the Lease Premises as being in good and satisfactory order, condition, and repair. It is understood and agreed that Landlord makes no warranty or promise as to the condition, safety, usefulness or habitability of the Lease Premises, and Tenant accept the Lease Premises "as is." In entering into this Lease, Tenant is relying on its own investigation and inspection of the Lease Premises and its own determination of the suitability of the Lease Premises for its intended use.
- G. Alterations.** Tenant shall make no additions, changes, alterations or improvements to the Lease Premises without the prior written consent of Landlord.
- H. Waste.** Tenant shall not commit or allow to be committed any waste upon the Lease Premises, or any nuisance. Tenant, at Tenant's sole expense, shall comply with all laws and regulations relating to its use or occupancy of the Lease Premises.
- I. No assignment or subletting.** Tenant shall not (1) subcontract, sell, assign, mortgage, or transfer this Lease or any interest therein; (2) sublease all or any portion of the Lease Premises; or (3) allow the use or occupancy of the Lease Premises by anyone other than Tenant.
- V. Responsibilities of Landlord.** During the Lease term, Landlord shall be responsible for each and all of the following.

- A. **Maintenance of Lease Premises.** Landlord shall maintain the Lease Premises as necessary and keep same in good repair.
- B. **Waste removal.** Landlord shall remove sewage from the vault toilet on the Lease Premises on an annual basis, or as needed.
- C. **Weed control.** Landlord shall be responsible for weed control on all parking areas, berms, and areas outside the Lease Premises.
- D. **Snow removal.** Landlord shall remove snow and ice from the parking area serving the Lease Premises, as well as walkways and pedestrian areas outside the Lease Premises. Landlord shall also remove snow on S. Orchard Access Road between the I-84 off-ramp and the Lease Premises. Landlord may, as feasible, remove snow from M-1 and M-2 Range surfaces where snow is deeper than six inches (6").
- E. **Entry and inspection.** Landlord, at all reasonable times, and at any time in case of emergency, may enter the Lease Premises for the purpose of inspection, cleaning, repairing, altering, maintaining or improving the Lease Premises, subject to Tenant's reasonable security requirements.
- F. **Property insurance.** Landlord shall maintain insurance on the Lease Premises. Such insurance may be provided within the coverage of a blanket policy(s) of insurance carried and maintained by Landlord.
- G. **Use of Lease Premises.** Landlord may allow former or retired law enforcement personnel to use the Lease Premises, on weekends only, so long as Landlord first obtains approval from Tenant and confirmation that such use will not conflict with previously scheduled use of the Lease Premises by Tenant. Landlord shall not use the Lease Premises for any other purpose without the express written consent of Tenant.
- H. **Taxes.** Landlord shall remit all taxes due and owing in relation to the Lease Premises.

VI. GENERAL PROVISIONS.

- A. **No agency.** It is understood and agreed that neither party shall be considered an agent or employee of the other in any manner or for any purpose whatsoever. Neither party shall have any authority or responsibility to exercise any rights or power vested in the other.

- B. **Notices.** All notices to be provided under this Agreement shall be in writing and addressed as follows:

If to Tenant:
City Clerk, City of Meridian
33 East Broadway Avenue
Meridian, Idaho 83642

If to Landlord:
Double Tapp LLC
Mark Cerchione, President
14000 E. Double Tapp Lane
Boise ID 83716

Notices shall be either personally delivered or sent by U.S. mail, postage prepaid. Notice

shall be deemed to have been given upon deposit in the U.S. mail, or upon personal delivery to the party above specified.

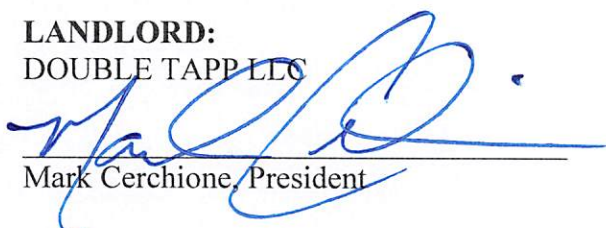
- C. **Force Majeure.** In the case of damage to the Lease Premises due to Force Majeure, Landlord shall immediately notify Tenant. "Force Majeure" shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of either Party, including acts of God, pandemic, fire, flood, vandalism, accident, governmental acts, threats to human health or safety, and other like events that are beyond the reasonable anticipation or control of Party affected thereby. If the Lease Premises or any portion thereof are damaged by Force Majeure to such extent that they are rendered unusable or unsafe for use, Landlord may immediately terminate this Lease, and shall issue a prorated refund to Tenant.
- D. **Termination.** If either Party determines that the other has failed to comply with any term or condition of this Lease; engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Lease; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Lease; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have fourteen (14) days after sending of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party. Either Party may terminate the Lease where such termination is in such Party's best interest by providing sixty (60) days' written notice.
- E. **Surrender of Lease Premises; removal of property.** Within seven (7) days following termination of the Lease, Tenant, at Tenant's sole expense, shall:
 - 1. Remove Tenant's personal property from the Lease Premises;
 - 2. Promptly and peacefully surrender the Lease Premises and yield possession to Landlord.
- F. **No obligation.** By the granting of this lease, Landlord does not in any way bar, obligate, limit, or convey any warranty with regard to any action relating to development or operation of the Lease Premises, including, but not limited to, rezone, variance, permitting, licensing, certification, environmental clearance, or any other action allowed or required by law.
- G. **Mediation.** Any disputes between the Parties in connection with the rights and obligations under this Lease, shall be settled by mediation upon the request of any Party and the mutual agreement of both parties. Mediation shall be a required precursor to litigation filed regarding this Agreement. All costs associated with mediation shall be shared equally by the parties.

- H. **Attorney fees.** Tenant shall be liable to Landlord for all damages and costs, including legal expenses and attorneys' fees, suffered or incurred by Landlord in the enforcement of any of the terms, covenants or conditions of this Agreement.
- I. **Applicable law; nonappropriation.** This Lease shall be governed by and construed in accordance with the statutes and constitution of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution. Landlord acknowledges that Tenant is a governmental entity, and the validity of this agreement is based upon the availability of public funding under the authority of its statutory mandate. Notwithstanding anything in this agreement to the contrary, Tenant's obligations under this Lease are subject to and dependent upon appropriations being made by Meridian City Council for such purpose.
- J. **Compliance with laws.** Throughout the course of this Agreement, the Parties and the employees, guests, invitees, and agents thereof shall comply with any and all applicable federal, state, and local laws.
- K. **Severability.** If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease shall not be affected.
- L. **Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.
- A. **Entire agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements, leases, or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.
- M. **City Council approval required.** The validity of this Lease shall be expressly conditioned upon City Council action approving same.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers to be effective as of the day and year first above written.

LANDLORD:

DOUBLE TAPP LLC



Mark Cerchione, President

TENANT:

CITY OF MERIDIAN

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A

DESCRIPTION OF LEASE PREMISES

The Lease Premises shall include the following amenities at Double Tapp Range and Firearms Training, located at 14010 E. Double Tapp Lane, Boise, Idaho:

A standard, open 25-yard long pistol range measuring approximately 100 feet wide. This range includes a steel building / shade cover which has three walls and sits on a cement pad. The range includes a steel garbage can and buckets for brass clean-up. This range is known as M-1.

Also provided and just to the west of the M-1 range is a rifle range which has an available shooting distance of approximately 100 yards. This range has a steel shade cover with no walls and sits on a cement pad. This range is known as M-2.

Also included on-site and near the M-1 Range is one 40-foot secure equipment storage container.

Included in this lease is a modern, vault toilet system, which will be placed near the two ranges no later than July 1, 2024. This vault toilet system is rated for 25,000 uses and will contain a hand sanitizer dispenser and garbage can.

Behind the ranges, immediately to the north is the parking area. The parking area will be closed off to unauthorized vehicle traffic by either cement blocks or chain-link fencing. There will be two 12-foot gates which allow restricted access into the parking area; one on the east end of the parking area and one on the west end of the parking area. Both gates will be equipped with signage that designates these ranges as private, with no unauthorized access. These barriers will be sufficient to prevent unauthorized entry.