

**SPACE LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (“Agreement”) is made and is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between CITY OF MILLS, WYOMING (“Landlord”), and WYOMING CLASSICAL ACADEMY, a Wyoming Non-Profit Corporation (“Tenant”).

**WITNESSETH:**

**WHEREAS**, The City of Mills, Wyoming is the owner of certain real property located in the City of Mills, Wyoming which was formerly owned by Natrona County School District No. 1 and which operated the same as a grade school within the corporate boundaries of the City of Mills, and which bore the name Mills Elementary School. Said location is otherwise described as:

Town of Mills, Block 17.

**WHEREAS**, Wyoming Classical Academy Inc. is a Nonprofit corporation organized under the laws of the State of Wyoming. Wyoming Classical Academy Inc. intends to and has committed itself to the formation of a Charter School in Natrona County, Wyoming; and

**WHEREAS**, said Charter School will have need of a suitable school building and grounds upon which to locate its school during that period of time in which the Wyoming Classical Academy works to construct a new building for its school; and

**WHEREAS**, Wyoming Classical Academy is familiar with the Mills Elementary School building and deems it to be suitable for the aforementioned use; and

**WHEREAS**, Wyoming Classical Academy wishes to lease the Mills Elementary School from the City of Mills while it constructs a new building; and

**WHEREAS**, the City of Mills lost its elementary schools when Natrona County School District No. 1 closed the Mills Elementary School and the Mountain View Elementary School which were located in or near the City of Mills; and

**WHEREAS**, the City of Mills has need of and desires to see placed within it a grade school to serve the Kindergarten through Middle School age range and, more ideally a Kindergarten through Grade 12 school to serve that age range; and

**WHEREAS**, the City of Mills has determined it to be within the best interests of the City of Mills to see the Mills Elementary School occupied; and

**WHEREAS**, the City of Mills desires to lease to Wyoming Classical Academy the Mills Elementary School and Wyoming Classical Academy Inc. wishes to commit to leasing the same.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Lease of Premises.**

The location of the Premises shall be the entire parcel and building (the "Building") located at 420 Second Street, Mills, Wyoming 82644 (the "Leased Premises"). Subject to the terms and conditions set forth in the Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises.

2. **Term.**

The term of this Lease (the "Lease Term") shall commence on August 1, 2024 (the "Lease Commencement Date") and shall end on the July 31, 2025 ("the Initial Lease Term"). The Lease can be extended on a yearly basis, subject to approval by the Landlord, if Tenant gives notice of renewal ninety (90) days before termination of existing Lease. The Lease amount will be the same as the previous term unless otherwise negotiated in writing during said ninety (90) day period. If a change in the lease rate is to be requested as a basis for extension, notice of the same shall be given prior to the expiration of the term.

3. **Rent.**

3.1 **Basic Monthly Rent.** Rent shall be Thirty Thousand Dollars (\$30,000) per month.

3.2 **Utilities.** Wyoming Classical Academy shall be responsible for all utilities associated with the premises.

4. **Use of Premises.**

Tenant shall use the Premises only in connection with its charter school business and for no other purpose without the prior written consent of Landlord. In connection with such use, Tenant shall comply with all statutes, laws, ordinances, governmental regulations and orders and municipal codes affecting Tenant's use of the Premises.

5. **Maintenance of Buildings and Grounds**

Wyoming Classical Academy shall be responsible for the ordinary wear and tear of the leased premises and shall conduct ordinary and routine maintenance of the same, including all repairs and maintenance that arise due to its occupation of the premises. Wyoming Classical Academy shall additionally take such steps that are ordinary and necessary for the protection of the grounds and structures from damage, including intentional damage of any kind or destruction, and shall insure against damage or loss by the same.

Should maintenance or repair outside of this category occur which is not due to the occupation of the premises by Wyoming Classical Academy, such as latent defects requiring repair, or developed structural or physical deficiencies, they shall be the responsibility of the City of Mills. Should such repairs on the part of the City of Mills be of such a nature that they would involve substantial expense, in the view of the City of Mills, Mills may terminate this lease upon providing 90 (ninety) days' notice, unless such condition constitutes an emergency. In such circumstances Wyoming Classical Academy shall have the option of undertaking the repairs itself, at its expense, but shall not be obligated to do so.

**6. Landlord Liability.**

Landlord shall not be liable for any damages or injury to the person, business (or the loss of income therefrom) or other property of Tenant caused by or arising out of the condition of the Premises or conditions arising in or about the Premises including, without limitation, (a) fire, steam, electricity, water, or gas; (b) acts of God, including, without limitation rain and wind; and (c) the breakage, damage, or leakage of pipes, sprinklers, wires, appliances or HVAC equipment, which Tenant hereby waives and releases Landlord of to the fullest extent permitted by law. The terms of this clause do not extend to Landlord's intentional malicious acts or to gross negligence. Notwithstanding any term or provision of this Lease to the contrary, the liability of Landlord for the performance of its duties and obligations under this Lease shall be limited to Landlord's interest in the Property and neither Landlord nor its officers, directors, or other principals shall have any personal liability under this Lease.

**7. Insurance.**

7.1 Insurance. Tenant shall, during all terms hereof, keep in full force and effect a policy of public bodily injury and property damage liability insurance with respect to the Premises, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, and an umbrella policy with limits no less than Ten Million Dollars (\$10,000,000.00). The policy/policies shall name Landlord and any other persons, firms or corporations designated by Landlord and Tenant as insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord ten (10) days prior written notice. Such insurance shall include an endorsement permitting Landlord to recover damage suffered due to act or omission of Tenant, notwithstanding being named as an additional "Insured Party" in such policies. Such insurance may be furnished by Tenant under any blanket policy carried by it or under a separate policy, therefore. The insurance shall be with an insurance company rated "A" or higher by A.M. Best and a copy of the paid-up policy evidencing such insurance or a certificate of insurer certifying to the issuance of such policy shall be delivered to Landlord. If Tenant fails to provide such insurance, Landlord may do so and charge same to Tenant.

7.2 Indemnity. Except to the extent resulting from any negligent or willfully wrongful act or omission of Landlord, Tenant shall indemnify (subject to the limitations arising under Wyoming Statutes 1-39 et seq.), defend, save and hold harmless Landlord from and against any and all demands, claims, causes of action, fines, penalties, damages, losses, liabilities (including, but not limited to, strict liability), judgments, and expenses (including, without limitation, reasonable attorneys' fees and expenses, filing and other court costs) incurred in connection with or arising from any of the following: (i) the use, condition, operation or occupancy of the Leased Premises; (ii) any activity, work, or thing done, or permitted or suffered by or through Tenant in or about the Leased Premises; (iii) any acts, omissions, or negligence of Tenant; (iv) any claim of any students, staff, employees or other invitees of Tenant, including claims alleging breach or violation of such person's civil or legal rights; (v) any breach, violation, or nonperformance by Tenant, of any term, covenant, or provision of this lease or any legal requirement; (vi) any injury or damage to the person, property or business of Tenant, or any other person entering upon the Leased Premises under the express or implied invitation of Tenant; and (vii) any accident, injury to or death of persons or loss or damage to any item of property occurring at the Leased Premises. If any action or proceeding is brought against Landlord by reason

of any such indemnified claim as set forth above, Tenant, upon written notice from Landlord, will defend the claim at Tenant's sole cost and expense with counsel reasonably satisfactory to Landlord. If Landlord reasonably determines that the interests of Landlord and the interests of Tenant in any such action or proceeding are not substantially the same and Tenant's counsel cannot adequately represent the interests of Landlord with respect to such indemnified claim as set forth above, Landlord shall have the right, at its sole expense, to hire separate counsel in any such action or proceeding. Landlord shall indemnify, defend, and hold harmless Tenant from and against all losses, claims, expenses (including attorneys' fees), liabilities, lawsuits, injuries, and damages of whatever nature occurring at the Leased Premises as a direct result of the negligent or willfully wrongful act or omission of Landlord. The foregoing indemnities shall survive the expiration or earlier termination of this agreement.

## **8. Default.**

8.1 The following shall constitute events of default (individually, a "Default") under this Lease:

- a. Any failure by Tenant to pay any amount due under this Lease if such failure is not cured within ten (10) days following written notice from Landlord; or
- b. Any failure by Tenant to cure within thirty (30) days of delivery of written notice from Landlord any default in the performance of any other of the terms, conditions, obligations, or covenants of this Lease to be observed or performed by Tenant; or
- c. If Tenant abandons or vacates the Premises prior to the expiration or earlier termination of the Lease Term; or
- d. If (i) Tenant makes a general assignment or general arrangement for the benefit of creditors; or (ii) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days ; (iii) a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Premises and possession is not restored to Tenant within thirty (30) days; or (iv) substantially all of Tenant's assets located at the Premises is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days.
- e. Any failure by Landlord to abide by the terms of this Lease Agreement.

8.2 In the event of a Default, both Landlord and Tenant, in addition to any other rights or remedies they may have at law or in equity, shall have the right to (a) recover all damages incurred by reason of Default; and/or (b) terminate this lease.

## **9. Damage and Destruction; Condemnation.**

In the event of the total or partial damage or destruction of the Premises by casualty or other cause, either party shall have the right to terminate this Lease. If all or part of the Building other than the Premises is so damaged or destroyed, Landlord shall have the right to terminate this Lease. If all or any portion of the Building is taken under the power of eminent domain or sold under the threat of that power, and if such taking materially and adversely affects Landlord's or Tenant's use or enjoyment of the Building or the Premises, respectively, or the operation of their business therein, then either party so affected shall have the right to terminate this Lease. In any such case, Landlord shall have the right to receive and keep any and all insurance proceeds (other than paid to Tenant under a policy covering Tenant's personal property

maintained by Tenant at Tenant's expense) and any condemnation award paid or payable in connection therewith, and Tenant shall have no right or interest thereto.

**10. Condition of the Premises**

The parties state that they are familiar with the condition of the premises and have conducted any inspections that they deemed necessary prior to entering into this lease.

**11. Jurisdiction and Venue**

All suits concerning this lease or the activities to be conducted thereunder, may only be brought in the Seventh Judicial District, State of Wyoming.

The parties agree that the law of the State of Wyoming shall apply to this Agreement and the anticipated lease.

**12. Miscellaneous Provisions.**

10.1 Any Notice required or permitted to be given under this Agreement shall be given by registered or certified mail, by overnight express, or by hand delivery to Tenant or Landlord at the addresses set forth as follows or to any other address of which notice of the change is given to the parties hereto, in accordance with the provisions hereof:

Landlord: City of Mills, Wyoming  
P.O. Box 789  
Mills, Wyoming 82644

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tenant: Wyoming Classical Academy Inc.  
420 Second Street  
Mills, WY 82644

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices following the above procedures shall be deemed given when received or when delivery is refused as evidenced by the records of the delivering entity.

10.2 Landlord shall have the right to subordinate this Lease to any ground lease, deed of trust or mortgage encumbering the Property, any advances made of the security thereof, and any renewals or modifications thereof. Tenant shall cooperate with Landlord and any lender which is acquiring a security interest in the Property. Tenant shall attorn to any successor in interest of Landlord, provided that such successor shall not terminate this Lease, except pursuant to its terms and provisions.

- 10.3 Tenant shall be responsible for the overall maintenance and cleaning of the Building. Consideration for which is included in the Basic Rent identified in section 3.1.
- 10.4 In the event of any action for breach of, to enforce the provisions of, or otherwise arising out of or in connection with this Lease, the prevailing party in such action, as determined by the court in such action, shall be entitled to receive its reasonable attorneys' fees and costs from the other party.
- 10.5 This Lease contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties with respect thereto, whether verbal or in writing. This Lease may not be altered, amended, changed, terminated or modified in any respect unless the same shall be in writing and signed by the party to be charged.
- 10.6 This Lease shall be construed in accordance with the laws of the State of Wyoming. If any provision or part of this Lease shall be held by a court of competent jurisdiction to be invalid or prohibited, such provision or part shall be ineffective only to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or part or the remaining provisions of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease effective as of the date first set forth above.

“Landlord”

CITY OF MILLS, WYOMING

\_\_\_\_\_  
Leah Juarez, Mayor, City of Mills

“Tenant”

WYOMING CLASSICAL ACADEMY, a  
Wyoming Non-Profit Corporation

\_\_\_\_\_  
Russ Donley, Board Chairperson