

LEASE

THIS AGREEMENT, made and entered into this _____, with an effective date of July 1, 2026, by and between **Town of Saratoga**, a Wyoming municipality, hereinafter referred to as "Lessor," and the _____, hereinafter referred to as "Lessee,"

WITNESSETH:

WHEREAS, Lessee desires to lease from Lessor a certain portion of vacant land located in the Town Right of Way adjacent to Lot 13, Block 5, Riverside Addition to the Town of Saratoga, Carbon County, Wyoming, for the sole purpose of erecting one sign directing the public to the Town of Saratoga Hot Pools. Said sign shall be of similar type and size of the pre-existing sign. Said lease portion is more specifically described on Schedule A attached hereto; and

WHEREAS, Lessor is the owner of said property and desires to lease said portion of the same to Lessee;

NOW, THEREFORE, for and in consideration of the keeping in performance of the written covenants by Lessee, Lessor hereby leases unto Lessee the following described premises:

The premises specifically described on Schedule A, which Schedule A is attached hereto and made a part hereof. Said lease agreement shall be entered into between the parties upon the following terms and conditions.

1. Term. The term hereof shall commence on July 1, 2026, and continue until June 30, 2046, unless otherwise terminated as provided herein. This lease shall only renew upon the written agreement of both parties.

2. Rent. In lieu of monetary payment of rent, the Lessee shall provide all maintenance related to the leased premises, specifically including any signage, and specifically excluding any plants, foliage, or flowers.

3. Termination. This lease agreement may not be canceled by either party, except as otherwise provided herein or in the event of default by Lessee hereunder.

4. Utilities and Real and Taxes. All utilities, including but not limited to electric, sewer, water, and gas, shall be paid by Lessor.

Lessor shall be responsible for all real property taxes on the leased premises. Lessee shall pay any and all personal property taxes due during the term of this lease for Lessee's personal property or fixtures located thereon, if applicable.

Commented [KW1]: How does the Town want to do this?

Commented [EP2R1]: I think that's fine

Commented [KW3]: Does the Town want this or should there may an option to get out with 30 days written notice?

Commented [EP4R3]: Maybe 90 days?

Commented [KW5]: Are there going to be any utilities to the sign?

Commented [EP6R5]: lighting

5. Use. The premises shall be used only for Lessee's sign which directs the public to the Town of Saratoga Hot Pools and for no other purpose without the prior written consent of Lessor. Lessee shall not allow the leased premises to be used for any unlawful purpose or in violation of any town, county or state laws or regulations, and no portion of the premises shall be used for any purposes other than those specified herein.

6. Assignment and Subletting, Liens and Guarantee. Lessee shall not assign this agreement or sublet any portion of the premises without the prior express written consent of the Lessor. The Lessee agrees that it shall not and will not suffer or permit a mechanic's lien or any other type of lien to attach to or be against or upon the aforesaid leased premises.

7. Maintenance, Repairs and Alterations. Lessee shall, at its own expense and at all times and except as otherwise provided herein, maintain the leased premises in good, clean, sanitary, and safe condition, including any electrical wiring, plumbing, and any other systems or equipment upon the leased premises and shall surrender the same, at termination hereof, in good condition. Lessee shall be solely responsible for all repairs, alterations or modifications required related to the signage present upon the leased premises, except as otherwise provided herein, which repairs, alterations or modifications shall be made only with Lessor's prior written approval. Lessee shall be solely responsible for the cost of weed removal during the term hereof.

Commented [KW7]: Same question. Any utilities ran to it?

Commented [EP8R7]: There is power

Commented [KW9]: ?????

Commented [EP10R9]: I think that's fair

Prior to the commencement of any substantial repair, improvement, modification or alteration, Lessee shall give Lessor at least fourteen (14) days' prior written notice, except as otherwise provided herein, and shall obtain Lessor's written consent for said improvement or modification.

The premises are presently in satisfactory condition. Any and all other costs of maintenance, repair, or improvements affecting the leased premises, will be borne entirely by Lessee.

Commented [KW11]: Should they only be responsible for sign maintenance and repairs? Is the Town going to mow and do snow removal?

Commented [EP12R11]: Yes we will do that as any other section of ROW

8. Indemnification. Lessor shall not be liable for any damage or injury to any person or to any property which shall occur as a result of the Lessee's use of the premises, or any part thereof during the term of this lease. Lessee agrees to hold Lessor harmless and indemnify Lessor from any claims for damages, including reasonable attorney's fees, which might occur during the term of this lease, and caused by Lessee or as a result of Lessee's use of the premises. Lessor shall be responsible for injury or damages for which Lessor is otherwise legally responsible.

9. Quiet Enjoyment. Lessor covenants that the Lessee, upon keeping and performing all of the terms, conditions, covenants, and provisions herein contained on the part of Lessee to be kept and performed, shall and may peaceably and quietly have, and hold and enjoy said premises for the term hereof, without hindrance or molestation by the Lessor or any person lawfully claiming by, through or under the Lessor. Lessor shall not enter the leased premises, except as provided in paragraph 12 of this Lease. Lessor agrees to protect Lessee against the claims of any party or parties should any contests ever arise as to ownership of the premises or Lessor's right to enter into the agreement herein.

10. Condition of Premises. Lessee has examined and observed the general condition of the premises to be leased, and no representations as to the condition or repair thereof have been made to Lessee by Lessor except as provided herein.

11. Ordinances and statutes. Lessor and Lessee shall comply with all statutes, ordinances and requirements of all municipal, state, and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee or the ownership thereof by Lessor.

12. Condemnation. If any part of the premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation hereunder, this Lease shall, as to the part taken, terminate as of the date condemnor acquires possession, and thereafter Lessee shall be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided, however Lessee may at its option, terminate the Lease as of the date the condemnor acquires possession. In the event that the leased premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use hereunder, this Lease shall terminate upon the date upon which the condemnor acquires possession. All sums which may be payable on account of any condemnation shall belong to the Lessor, and Lessee shall not be entitled to any part thereof, provided, however, that Lessee shall be entitled to claim, prove, and receive in any condemnation negotiations or proceedings such award as may be allowed for the leasehold improvements of Lessee and for the fixtures and other equipment or improvements installed by Lessee.

13. Trade fixtures. Any and all improvements made to the leased premises during the term hereof shall belong to the Lessee and shall be deemed leasehold improvements for

the purposes of this lease. It is understood and agreed that any signs and sign standards installed or owned on the leased premises by Lessee, shall remain the property of the Lessee and may be removed by the Lessee at any time, whether attached to the property or otherwise to the leased premises or not; provided, nevertheless, that the Lessee shall repair or pay for all repairs necessary for damages to the premises occasioned by such removal. Lessor or Lessor's agent shall be given prior notice and shall be entitled to be present at the time the Lessee removes any signs and sign standards installed in or on the leased premises at the time of removal. The Lessee shall be required to remove all the Lessee's signs at the termination hereof and to repair any damages caused thereby. In the event that the Lessee fails to follow the provision of this section 13, the Lessee shall be in default.

14. Default. Lessee or Lessor shall be in default of this agreement if any one of the following occurs:

- a. The Lessee deserts or vacates the leased premises; or
- b. Lessee or Lessor breaches any of the terms of the agreement as contained herein.

15. Lessor's/Lessee's Remedies Upon Default. If either party is in default, the non-defaulting party shall give written notice by certified mail of the default to the other party at the address shown below.

If the defaulting party fails or neglects to correct or make good such default as set forth in said notice of default within thirty (30) days after the date of mailing of said notice, then and in that event the non-defaulting party may, at its election, terminate this lease and Lessor may re-enter into the leased premises either with or without process of law. The Lessee does hereby covenant and agree to surrender and deliver up the leased premises peaceably and immediately upon the termination. Lessor shall have the right to proceed under any remedy at law or in equity, including but not limited to the right of forcible entry and detainer, or the right to require specific performance hereunder and to recover any and all damages occasioned by Lessee's default hereunder.

16. Attorney's Fees. It is mutually agreed that in the event that either of the respective parties hereto shall breach or default in any of the covenants herein so as to require the party not in default to commence legal or equitable action against the other party, or retain counsel

17. Notices. Any notice which either party may give, or is required to give, may be given by mailing the same, certified mail, to Lessee or to Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.

Lessee: P.O. Box 1770
Saratoga, Wyoming 82331

18. **Entire Agreement.** This Agreement supersedes all prior agreements and understandings and sets forth the entire understanding of the parties and may not be changed or terminated orally, and no attempted change, termination or waiver of the provisions hereof shall be binding unless in writing and signed by all the parties hereto.

20. **Construction.** This Agreement shall be governed and construed according to the laws of the State of Wyoming. All captions of sections are for convenience only. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons or entity or entities may require.

22. **Recitals.** The parties agree that the recitals first set forth hereinabove are words of contract and not mere words of introduction.

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24. Gender and Number. Unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

25. Governmental Immunity. The Lessor, Town of Saratoga, does not waive governmental immunity by entering into this Lease Agreement, and specifically retains all immunities and defenses available to each as a governmental entity and all other applicable laws. The parties agree that any ambiguity in this Lease Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

This Lease Agreement is made by the Town of Saratoga Town Council and said lease is fair, just, and reasonable, and prompted by the need and desire for appropriately located signage to direct the public to the Town of Saratoga Hot Pools, and said lease is advantageous to the municipality as it is at little to no cost to the municipality, and serves a purpose which benefits the public.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date first above written.

Lessor:

Town of Saratoga

Date: _____

BY: Chuck Davis, Mayor

Lessee:

Date: _____

BY: _____

Its: _____

DRAFT

Schedule A

A parcel of land located in Carbon County, Saratoga, Wyoming, being a portion of Lot 13, Block 5, Riverside Addition, more particularly described as follows:

Commencing at the southwest corner of said Lot 13, Block 5; thence easterly along the southerly line of said Lot 13 a distance of 7.00 feet to the Point of Beginning;

Thence south, parallel with the easterly line of said Lot 13, a distance of 10.00 feet;

Thence east, parallel with the southerly line of said Lot 13, a distance of 20.00 feet;

Thence north, parallel with the easterly line of said Lot 13, a distance of 10.00 feet to the southerly line of said Lot 13;

Thence west along the southerly line of said Lot 13 a distance of 20.00 feet to the Point of Beginning.

Said parcel contains 200 square feet, more or less.

Service	Old Allocation	New Allocation	Difference
WATER	169.30-	134.55-	34.75
SEWER	32.50	.00	32.50-
LANDFILL	.00	.00	.00
EXCESS LANDFILL	.00	.00	.00
WEED & PEST	2.25	.00	2.25-
RECONNECT FEE	.00	.00	.00
Misc. Fees	.00	.00	.00
Late Fee	.00	.00	.00
	134.55-	134.55-	.00