

City of St. Helens
LEASE FOR OPERATION OF ST. HELENS SENIOR CENTER

This LEASE, made and entered into the ____ day of June 2025, between the **CITY OF ST. HELENS, OREGON**, a municipal corporation, hereinafter referred to as (“Owner”), and **ST. HELENS SENIOR CENTER**, an Oregon nonprofit corporation, hereinafter referred to as (“Operator”).

RECITALS

- A.** The City of St. Helens recognizes the St. Helens Senior Center as a community asset; and
- B.** The City of St. Helens desires to support senior services in our community by providing facilities, maintenance, and general support towards the operations of the St. Helens Senior Center; and
- C.** Operator acknowledges that it neither has nor makes any claim of ownership of a kind or nature to the real property which is the subject of this Lease known as the St. Helens Senior Center.

AGREEMENT

Based upon the above recitals and the mutual covenants and agreements contained herein, Owner grants to Operator an exclusive tenancy to operate and manage the St. Helens Senior Center building located at 375 South 15th Street, St. Helens, Oregon, for the term stated in this Lease and subject to the authority and control of Owner and to the conditions of this Lease.

- 1. Term.** The term of this Lease shall commence upon execution of this Lease and continue for sixty (60) months.
- 2. Consideration.** As consideration for this Lease, Operator shall maintain operation of the St. Helens Senior Center at least Monday through Friday, excluding public holidays, inclement weather conditions, or other unexpected emergencies.
- 3. Renewal of Occupancy.** Owner agrees to discuss with Operator an extension of this Lease for an additional term. Operator shall notify Owner in writing of its desire to renew this Lease prior to the first day of the fifty-sixth (56) month of the Lease. Thereafter, Owner, or its designee, and Operator, acting through a designated agent, shall meet to discuss the renewal of this Lease with the terms and conditions of renewal. Agreement for renewal shall be reached by the last day of the fifty-eighth (58) month of the term of this Lease or any subsequent Leases. If agreement has not been reached, a mutually agreed upon extension will be permitted pursuant to Section 15.
- 4. Control.** The Owner shall have the ultimate authority to make all decisions with respect to the management and operation of the Senior Center and in accordance with the

Building Use and Rental Policy, in the form attached hereto as Exhibit A and incorporated by reference, as adopted by the Operator and approved by the Owner.

5. Semiannual Reports.

5.1 Operator shall make written reports to the Owner's City Recorder regarding the operation of the Senior Center every six months. The written reports shall be received in the office of the City Recorder within thirty (30) days of the end of each six-month period. Each report shall cover the following topics together with any other significant information relating to the Senior Center.

5.1.1 Current and projected financial status.

5.1.2 Condition of premises and anticipated repairs.

5.1.3 Individuals, groups and organizations having used the facilities.

6. Obligations of Operator.

6.1 Operator shall be obligated to pay or provide the following during the term of this Lease.

6.1.1 All taxes upon Operator's personal property on the premises, including fixtures.

6.1.2 All charges for heat, light, power, garbage and other services or utilities, except sewer and water charges, used in the premises.

6.1.3 All exterior grounds and landscaping maintenance and care, building interior cleaning and maintenance, and all supplies necessary for these operations. Owner may provide general mowing of grounds as part of their park maintenance program.

6.1.4 All amounts for expenses incurred by Owner in discharging Operator's obligations, if any.

6.1.5 All other amounts which Operator is required to pay by any other provisions of this Lease.

6.1.6 Any interior redecorating.

6.1.7 Any repairs necessitated by negligence of Operator, Operator's agents, employees, and invitees, except where the loss or damage could have been covered by a standard fire insurance policy with an extended coverage endorsement.

6.1.8 Any repairs or alterations required under Operator's obligation to comply with laws and regulations as set forth in Section 8.1.1.

6.1.9 Repair and maintenance of doors, windows and replacement of glass due to operator negligence.

6.1.10 All other repairs to the premises which Owner is not specifically obligated to make.

6.2 Owner shall have the right to inspect the premises at any reasonable time to determine the necessity of repair. Whether or not such inspection is made, the duty of the Owner to make repairs as provided for in this Lease shall not mature until a reasonable time after Owner has received notice from Operator that the repairs are required. Such notice shall be followed promptly by a written description of the scope and extent of damages and the repairs perceived to be necessary. Operator shall keep a written record of damage and actions initiated to repair damage and shall submit a copy of such record to Owner.

7. Obligations of Owner. The following shall be the obligation of the Owner:

7.1 Sewer and water use charges.

7.2 Structural repairs, and maintenance and repairs necessitated by structural disrepair or defect not the responsibility of Operator under Section 6.1.7.

7.3 Repair of interior walls, ceilings, doors, windows, floors and floor coverings when such repairs are made necessary because of faulty construction or failure of the Owner to keep the structure in proper repair.

7.4 All repairs or restoration made necessary by fire or by reason of war, terrorism, or by earthquake or other natural casualty, vandalism, malicious mischief and all other risks covered by Owner's property insurance, with an extended coverage endorsement, in force at the time of loss.

7.5 All maintenance and repair of the heating and air conditioning system.

7.6 Repairs and maintenance that include painting of the exterior walls and roof and exterior water, sewage, gas and electrical services up to the point of entry to the premises.

7.7 Pest control in and outside the premises on a regular maintenance schedule.

7.8 Plumbing and electrical repairs not easily corrected by operator.

8. Use of Premises.

8.1 The primary purpose of the St. Helens Senior Center is to provide a physical facility for the providing of services to elderly people of the community including, but not limited to, a daily meal program, a home delivered meal program, social and recreational activities, educational activities and assistance with transportation programs. To implement that purpose, a Building Use and Rental Policy shall be prepared by Operator and submitted to Owner for modification, amendment, addition, deletion, approval and adoption. In connection with the use of the premises, Operator shall:

8.1.1 Conform to all applicable laws and regulations of a public authority affecting the premises and the use thereof and to correct at Operator's expense any failure of compliance created through Operator's fault or by reason of Operator's use. Operator shall not otherwise be required to make expenditures to comply with any laws or regulations.

8.1.2 Refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rate or would prevent Owner from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing Owner to obtain reduced premium rates for long-life insurance policies, unless the Operator pays the additional costs of the insurance.

8.1.3 Refrain from any use which would be reasonably offensive to the Owner, other tenants or owners or users of adjoining premises or which would tend to create a nuisance or damage the reputation of the premises.

9. Alterations.

9.1 Operator shall make no major improvements or alterations on the premises of any kind without the prior written consent of the Owner, which consent shall not be unreasonably withheld.

9.2 All improvements and alterations performed on the premises by either Owner or Operator shall be the property of Owner when installed unless the Owner consents otherwise in writing.

10. Damage and Destruction.

10.1 If the premises are partially damaged or destroyed the property shall be repaired as follows:

10.1.1 If the damage is caused by a risk which could be covered by a standard fire insurance policy with an endorsement for extended coverage, vandalism and mischief, repair shall be at the expense of the Owner whether or not the damage occurred as the result or fault on the part of the Operator.

10.1.2 If the damage occurred from a risk which could not be covered by insurance of the kind described in 10.1.1 above, repairs shall be at the expense of the Owner unless the damage was the result or the fault of the Operator, in which case the Operator shall have the obligation to repair.

10.1.3 In any event, repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of the party responsible.

11. Liability to Third Persons.

11.1 Except with respect to activities for which the Owner is responsible, the Operator shall pay as due all valid claims for work done and for services rendered or material

furnished to the premises and shall keep the premises free from any liens. If Operator fails to pay any such valid claims or to discharge any lien, Owner may do so. The amount paid by Owner shall bear interest at the rate of ten (10) percent per annum from the date billed by the Owner and shall be payable on demand. Such action by Owner shall not constitute a waiver of any right or remedy which Owner may have on account of Operator's default.

11.2 Operator may withhold payment of any claim in connection with a good faith dispute over the obligation to pay so long as Owner's property interests are not jeopardized. If a lien claim is filed as a result of nonpayment, Operator shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Owner cash or a sufficient corporate surety bond or other security satisfactory to Owner in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

11.3 Operator shall save, hold harmless, indemnify and defend Owner from any claim, loss or liability arising out of or related to any activity of Operator on the premises. Operator's duty to indemnify shall not apply to or prevent any valid claim by Operator against Owner for injury or damage to Operator or Operator's property for which Owner may be liable.

12. Insurance.

12.1 During the term of this tenancy, Operator shall procure and thereafter during the term of this Lease shall continue to carry the following insurance with Owner named as an additional insured:

12.1.1 Public liability and property damage insurance in a responsible company with limits of not less than those stated in the Oregon Tort Claims Act. Certificates evidencing such insurance and bearing endorsements requiring ten (10) days' written notice to Owner prior to any change or cancellation shall be furnished to Owner prior to Operator's occupancy of the property.

12.2 Operator shall keep the premises insured at its full insurable value at Operator's expense against fire and other risks covered by a standard fire insurance policy. Such insurance shall not insure Operator's separate property on the premises against such risks. Within thirty (30) days after billing, Operator shall reimburse Owner for all insurance premiums paid by Owner.

12.3 Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement if the other party was required to obtain such insurance and such insurance was obtainable at the time of such loss for damage.

13. Assignment and Sublease.

13.1 No part of the leased property may be assigned, mortgaged or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means by Operator without prior written consent of Owner. This provision shall apply to all transfers by operation of law and transfers to and by trustees in bankruptcy, receivers, administrators, executors, and legatees. No consent in one instance shall prevent the provision

from applying to a subsequent instance.

13.2 Operator shall have the right to make the premises available for temporary use to third persons or organizations and shall have the right to retain all donations and charges resulting from the use of the premises by third persons or organizations. However, with respect to third parties whose use would not be associated with the use of the property, as that concept is defined in Section 8, operator shall adhere to Owner's policies for the use of City facilities by third persons or organizations. In addition, no building use permit shall be issued to an individual, group or organization that will be charging admissions or fees for profit except by special arrangement by Operator to allow certain services provided by professionals with a portion of the proceeds donated to the Operator for use of the facility. Use of the building will be to further the public good and benefit the community in the arts, social endeavors, and other worthwhile projects.

14. Termination.

14.1 This Lease shall terminate at the end of the initial term or such additional terms as may be agreed upon between the parties in accordance with this Lease.

14.2 This Lease shall terminate earlier if at any time Operator breaches any of the terms of this Lease. Such breach shall be specified by Owner to Operator in writing and Operator shall have sixty (60) days within which to cure such breach or such additional period of time as may be agreed upon by Owner in writing. If the breach has not been remedied within the time specified in this section, notice of termination may be given by Owner to Operator in writing at a time after the date upon which such breach should have been remedied. The notice of termination shall specify a date by which Operator shall surrender the premises which date shall not be sooner than thirty (30) days from the date of notice of termination.

14.3 Operator shall have the right to terminate the Lease upon a breach of this Lease by Owner in the same manner and subject to the same conditions as are set forth in the immediately preceding paragraph. The right of either party to terminate the Lease upon its breach shall not constitute the exclusive remedy for such breach, and the injured party shall have the right to recover damages, equitable remedies, or both.

15. Surrender at Expiration.

15.1 Condition of Premises. Upon expiration of the term or earlier termination on account of default, Operator shall deliver all keys to the Owner and surrender the premises in first-class condition and broom clean. Alterations constructed with permission from the Owner shall not be removed or restored to the original condition unless the terms of permission for the alterations so require. Depreciation and wear from ordinary use for the purpose for which the premises were let need not be restored, but all repairs for which the Operator is responsible shall be completed to the latest practical date prior to such surrender. The Operator's obligations under this paragraph shall be subordinate to the provisions of Section 10 of this Lease.

15.2 Fixtures.

15.2.1 All fixtures placed upon the premises during the term, other than

Operator's trade fixtures, shall become the property of the Owner. Movable furniture, decorations, floor coverings other than hard surface bonded or adhesively fixed flooring, furnishings, and equipment shall remain the property of the Operator if placed on the premises by Operator.

15.2.2 If the Owner so elects, the Operator shall remove any or all fixtures which would otherwise remain the property of the Owner, and shall repair any physical damage resulting from the removal. If the Operator fails to remove such fixtures, the Owner may do so and charge the cost to Operator with interest at ten (10) percent per annum from the date of billing. The Operator shall remove all furnishings, furniture, and equipment which remain the property of the Operator. If the Operator fails to do so, this shall be an abandonment of the property, and the Owner may retain the property and all rights of the Operator with respect to it shall cease or, by notice in writing given to Operator within twenty (20) days after removal was required, the Owner may elect to hold the Operator to his obligation of removal. If the Owner elects to require the Operator to remove, the Owner may effect a removal and place the property in public storage for the Operator's account. The Operator shall be liable to the Owner for the cost of removal, transportation to storage, and storage with interest at ten (10) percent per annum on all such expenses from the date of billing by Owner.

15.2.3 The time for removal of any property which the Operator is required to remove from the premises upon termination shall be as follows:

15.2.3.1 On or before the date the Lease terminates because of expiration of the original or a renewal term or upon default.

15.2.3.2 Within thirty (30) days after notice from the Owner requiring such removal where the property to be removed is a fixture which the Operator is not required to remove except after such notice by the Owner, and such date would fall after the date on which the Operator would be required to remove other property.

15.3 Holdover.

15.3.1 If the Operator does not vacate the premises at the time required, the Owner shall have the option to treat the Operator as a tenant from month to month, subject to all of the provisions of this Lease except the provisions for term and removal. Failure of the Operator to remove fixtures, furniture, furnishing or trade fixtures and equipment which the Operator is required to remove under this Lease shall constitute a failure to vacate to which this paragraph shall apply if the property not removed will substantially interfere with occupancy of the premises by another Operator or with occupancy by the Owner for any purpose including preparation for a new Operator.

15.3.2 If a month-to-month tenancy results from a holdover the Operator under this paragraph, the tenancy shall be terminable at the end of any monthly period on written notice from the Owner given not less than thirty (30) days prior to the termination date which shall be specified in the notice. Operator waives any notice which would otherwise be provided by law with respect to a month-to-month tenancy.

16. Miscellaneous.

16.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16.2 Attorney Fees. If suit or action or arbitration is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees both on trial and appeal, if any.

16.3 Succession. Subject to the above-stated limitations on transfer of Operator's interest, this Lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument on the date and year first hereinabove written.

OWNER:
CITY OF ST. HELENS
A Municipal Corporation

OPERATOR:
ST. HELENS SENIOR CENTER
An Oregon Non-Profit Corporation

By: _____
Jennifer Massey, Mayor

By: _____
President

Print Name: _____

By: _____
John Walsh, City Administrator

By: _____
Secretary

Print Name: _____