

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into effective this 1st day of April, 2025, by and between Columbia Learning Center, an Oregon nonprofit corporation ("CLC") whose mailing address is P.O. Box 1094, St Helens, Oregon 97051 and the City of St. Helens, a municipal corporation organized under the laws of the State of Oregon, with its principal offices located at 265 Strand Street, St. Helens, Oregon 97051 ("City").

RECITALS

- A. The City currently rents a significant part of the building located at 375 South 18th Street, St. Helens, Oregon 97051 ("Library Premises") from CLC which it uses as the public library for the City;
- B. The City wishes to lease additional parts of the building for offices and community space; and
- C. CLC wishes to lease the additional parts of the building on the terms and conditions set forth herein.

AGREEMENT

1. Leased Premises. CLC hereby leases to City, and City hereby leases from CLC, certain property located at 375 South 18th Street, St. Helens, Oregon 96051 which consists of approximately 1266 Square feet as is more fully set forth in the diagram attached ("Office Premises").

2. Term. The term of this Lease shall be for a period of five years, commencing on April 1, 2025 and ending on March 31, 2030, unless earlier terminated pursuant to the provisions herein.

3. Rent. City shall pay CLC rent for the Office Premises the amount of \$1,066.90 per month, payable in advance on the first day of each month, at the address provided by CLC, or at such other place as CLC may designate in writing.

4. Use of Premises. City shall use the Office Premises exclusively for municipal office space and as a community center, and for no other purpose without the prior written consent of CLC.

5. Maintenance and Repairs. City shall keep the Office Premises in good order and condition, reasonable wear and tear excepted and shall be responsible for any structural repairs necessary for the Office Premises..

6. Utilities and Services. City shall be responsible for all utilities and services required for the Premises, including but not limited to electricity, water, gas, internet, and janitorial services, unless otherwise agreed in writing.

7. Insurance and Indemnification.

a. Indemnification. To the fullest extent permitted by law, City agrees to indemnify, defend, and hold harmless CLC and its officers, agents, volunteers and employees from and against any and all claims, demands, causes of action, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising out of or related to:

(a) any injury to, or death of, any person, or loss of or damage to property, occurring in, on, or about the Premises or arising from the use or occupancy of the Premises by City, its agents, employees, contractors, invitees, or licensees;

(b) any breach or default by City in the performance of any obligation under this Lease;

(c) any act or omission of City or its agents, contractors, employees, or invitees; except to the extent that such claims arise from the gross negligence or willful misconduct of CLC or its agents.

This indemnification shall survive the expiration or earlier termination of this Lease.

b. Liability Insurance. City shall maintain general liability insurance with limits of not less than \$5,000,000.00 per occurrence and shall name CLC as an additional insured. City shall also carry property insurance for its personal property and improvements.

c. Directors and Officers Liability Insurance. City and CLC shall each pay one half of the premiums for the directors and officers liability insurance for the directors and officers of CLC.

8. ADA Compliance. City shall ensure that its use and occupancy of the Office Premises comply with the applicable provisions of the Americans with Disabilities Act of 1990 (ADA) and any related state or local accessibility laws. City shall be responsible, at its sole cost and expense, for ensuring that the building elements of the Office Premises (e.g., entrances, exits, restrooms serving common areas and paths of travel) are ADA compliant at the commencement of the Lease.

9. Compliance with Laws. City shall comply with all applicable federal, state, and local laws, ordinances, and regulations in its use and occupancy of the Premises.

10. Alterations. City shall not make any material alterations or improvements to the Premises without the prior written consent of CLC. Any such approved alterations shall become the property of the CLC upon termination unless otherwise agreed.

11. Termination. This Lease may be terminated prior to the end of the term by mutual agreement of the parties or pursuant to any right of termination set forth herein.

12. Default. If City fails to comply with any provision of this Lease and such failure continues for 30 days after written notice from CLC, CLC may terminate this Lease and seek any remedies available under law.

13. Miscellaneous

a. Entire Agreement This Lease contains the entire agreement between the parties as it relates to the Office Premises.

b. Amendment. This Lease may only be amended in writing signed by both parties.

c. Attorney's Fees. If any legal action or proceeding is brought by either party to enforce any part of this Lease or to resolve a dispute arising under this Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs, and other expenses incurred in connection with such action or proceeding, in addition to any other relief to which such party may be entitled.

d. Arbitration. Except as otherwise provided herein, any dispute, claim, or controversy arising out of or relating to this Lease, including the breach, termination, enforcement, interpretation, or validity thereof, shall be resolved by binding arbitration administered by the Arbitration Services of Portland, in accordance with their rules then in effect.

- The arbitration shall be conducted by a single arbitrator mutually agreed upon by the parties, or, if the parties cannot agree, appointed by Arbitration Services of Portland, Inc.
- The arbitration shall take place at a location selected by the Arbitrator.
- Judgment on the arbitration award may be entered in any court having jurisdiction.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

CLC:
Columbia Learning Center

By: 
Name: Marlon Christensen
Title: President

CITY:
City of St. Helens

By: _____
Name: _____
Title: _____
Date: _____