

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1st day of August, 2023, by and between **CITY OF TENINO, WASHINGTON, a municipal corporation**, hereinafter referred to as "Lessor", and **Tenino Food Bank, a Washington non-profit corporation**, hereinafter referred to collectively as "Lessee".

WHEREAS, Lessor has property located in Tenino, Washington, which is suitable to serve as a storage facility and distribution facility for food for the less fortunate and otherwise needy population of Tenino, Washington; and

WHEREAS, Lessee is qualified, able, and ready to serve as the provider of food and other needs involved in the operation of a food bank in Tenino, Washington; and

WHEREAS, the parties desire to execute a lease for the use of property of Lessor for the food bank services needed in the greater Tenino area; now, therefore,

IN CONSIDERATION of the above-referenced recitals and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Lessor, for and in consideration of the rentals hereinafter provided and the covenants and agreements herein contained, hereby lets, demises, and leases unto the Lessee, and the Lessee does hereby rent and lease from Lessor, that certain real property commonly known as 748 Sussex Avenue West, Tenino, Thurston County, Washington (PARCEL 74901501000, SNYDER & STEVENS LOT 10 BLK 15).

1. **Term.** The term of this Lease Agreement shall commence the 1st day of August, 2023, and terminate on the 31st day of December, 2028, unless otherwise terminated as provided herein. Lessee, at their option, shall have the right to renew and extend this Lease Agreement annually for five-year periods from and after the 31st day of December, 2028; provided,

however, notice of its intention to so renew and extend this Lease shall be given to Lessor in writing within ninety (90) days before the termination of the then-existing Lease term. In the event Lessee elects to renew and extend the term of this Lease Agreement as herein provided, the terms of this Lease, with the exception of the monthly rent, shall remain the same and in full force and effect during the extended term of this Lease Agreement. The rental rate to be paid under the terms of any extension or renewal hereof may be renegotiated at the request of Lessor, for any such renewal or extension term.

2. **Rent.** Each Lessee shall pay to Lessor the sum of Eight Hundred Seventy Dollars (\$870.00) per quarter as and for the rental of said premises, said rent to be paid in advance on the first day of each quarter. This will be reevaluated annually as costs of utilities and other building related expenses increase and at the discretion of Lessor, may be increased upon 60 days written notice. In addition thereto, Lessee shall pay all leasehold excise tax and all premiums for public liability and extended coverage insurance for said premises. Rent for any succeeding term hereof, if applicable, shall be renegotiated effective as of the first day of each new term. All rental payments shall be paid to Lessor at Lessor's address last known by Lessee.

3. **Limitation of Liability.** Lessee accepts the demised premises and building thereon in their present condition. Lessor agrees to repair and maintain the same in their present condition at its expense. Lessee agrees to immediately notify Lessor of any maintenance requirement. In the event Lessor is not notified immediately of any maintenance requirement, Lessor shall not be liable for any damages occasioned by failure to keep the premises in repair and shall not be liable for any damage done or occasioned by plumbing, electric wiring fixtures, gas, water, or other pipes or sewage or the bursting or leaking thereof, or for damages occasioned

by water, snow, or ice being upon or coming through the roof, doors, or other parts of the premises.

4. **Alterations and Repairs by Lessee.** Lessee may at their expense make such alterations and repairs to the demised premises as may be required for the purposes of their respective business; provided, however, that any change in the present floor plan shall at the option of Lessor promptly be restored by Lessee to its condition at the beginning of this Lease at the expense of Lessee, such option of Lessor to be exercised by a notice in writing to Lessee not later than thirty (30) days after the expiration of this Lease.

5. **Lessee's Right to Remove Fixtures.** Lessee shall have the right to remove from the leased premises all machinery, apparatus, and equipment installed by Lessee therein, whether or not such machinery, apparatus, and equipment be attached to the real estate, excepting that such right of removal shall not apply to any machinery, apparatus, or equipment paid for in whole or in part by Lessor, and provided that on the date of the termination of this Lease, Lessee shall restore and repair any damage to the demised premises caused by the removal of such machinery, apparatus, and equipment.

6. **Insurance.** Lessee shall at all times keep the leased premises insured for fire, extended coverage, and public liability insurance for personal injury and property damage in a single limit of not less than One Million Dollars (\$1,000,000).

7. **Liability.** In no event shall Lessor be liable for any accident or injury to any goods, property, or person whomsoever occurring in or about the leased premises, including any that may be caused by any defects now in the premises or hereafter occurring therein, or any part or appurtenance thereto. Lessee shall defend, indemnify, and hold Lessor and each other harmless from any and all damages, costs, attorney's fees, claims, demands, and expenses of any

and every kind and nature whatsoever occasioned by bodily injury, death, sickness, disease, and property damage for loss of use thereof which shall arise or be sustained in connection with Lessee' use and occupation of leased premises. Lessor shall not be liable or responsible to any person or persons whomsoever for any damage to persons or automobiles, goods, wares, or merchandise or other property in or upon or about the premises caused or occasioned by fire, earthquake, Acts of God, or other casualties, civil riot, or war, or the breaking, overflowing, or leaking of roofs, pipes, or walls of any building or improvements, or for any damage suffered by any act or conduct whatsoever.

8. **Hazardous Materials.** Lessee shall keep the leased real property free of hazardous materials, wastes, or substances as the same are now defined or regulated by the federal Environmental Protection Agency or the Washington State Department of Ecology, and Lessee agrees to save, defend, indemnify, and hold Lessor and each other harmless from any and all claims for investigation, damages, or cleanup of industrial waste or hazardous materials, wastes, or substances located upon the leased real property other than any such materials or substances as may be in existence as of commencement of the lease term. This indemnification shall include the payment of all investigation and response costs, as well as all other costs incurred by Lessor, including, but not limited to, attorney's fees.

9. **Rules and Regulations.** Lessee shall faithfully observe and comply with the rules and regulations which from time to time are promulgated by mutual agreement of the parties. Additions and modifications to said rules may be made from time to time by mutual agreement of the parties. The additions and modifications to those rules shall be binding upon Lessee upon receipt of a copy of them. Lessor shall not be responsible to Lessee for nonperformance of any of the rules by other tenants or occupants. Lessee shall have the right to

seek enforcement of the Rules and Regulations in Lessor's place and stead in the event of violation thereof by other tenants or occupants.

10. **Subletting and Assignment.** Lessee shall not sublet the premises or any part thereof or assign this Lease without the prior written consent of Lessor.

11. **Default and Termination.** In the event either of the Lessee shall default in the performance of any of the covenants and agreements herein contained, or in the payment of rent as herein required, Lessor may terminate and cancel this Lease upon giving Lessee written notice of such default not less than thirty (30) days prior to the effective date of such termination. In the event either Lessee fails to cure the default within said 30-day period, Lessor may re-enter and take possession of the leased premises. Notwithstanding any other provision herein, any party hereto may terminate and cancel this Lease Agreement upon giving the other party written notice of such termination not less than thirty (30) days prior to the effective date thereof.

12. **Attorney's Fees.** If, by reason of any default hereunder, it is necessary for either party to employ an attorney, the defaulting party shall pay all costs, expenses, and reasonable attorney fees expended or incurred in connection therewith.

13. **Notices.** All notices given by the parties shall be in writing and either served personally or sent by mail to the address of Lessor or Lessee indicated at their signature blocks below, or such other place as the other party may be notified in writing. Notices are deemed effective on the date mailed or personally delivered.

14. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

EXECUTED IN DUPLICATE on the date and year first above written.

CITY OF TENINO, WASHINGTON

By _____

**Wayne Fournier, Mayor
City of Tenino
P.O. Box 4019
Tenino, WA 98589**

LESSOR

TENINO FOOD BANK

By: _____

**Name: Jody Stoltz
Title: Executive Director
Address: 224 Sussex Ave. E.
Tenino, Washington 98589**

LESSEE