

## TOWN OF CONCRETE OFFICE SPACE LEASE AGREEMENT

1. This is a lease made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the Town of Concrete, a Washington municipal corporation, hereinafter referred to as "Landlord", and the East Valley Community Care Team and Oasis Teen Shelter, both Washington non-profit corporations, hereinafter referred to as "Tenant."

Description of Property: Landlord and Tenant agree to rent the following described property situated in Concrete, Skagit County, State of Washington:

Approximately 337.5 square feet of office space located in the south half of the Town's public safety building at 7337 North Dillard Avenue. Subject to: Restriction, easements, encumbrances and reservations of record, if any, as of the date of signing of the lease. Reserving a non-exclusive easement over and across the premises to provide ingress and egress to any and all such buildings and areas and other adjacent properties owned by Landlord, Landlord shall exercise said easement so as not to unreasonably interfere with Tenant's use of the property.

2. Condition of Premises: Tenant accepts the premises in their present condition and is not relying upon any representations by the Landlord. Housekeeping services will not be provided on the premises by the Landlord.

3. Term: The lease is for a period starting on December 8, 2008 and ending December 31, 2009.

4. Rent: Rent is \$1.00 per year, payable annually starting on the 1st day of January. If the rent is not paid within 6 months of the due date, this lease agreement is terminated.

4.1 The Town of Concrete's property and liability policy does not cover the Tenant.

4.2 The Tenant is responsible for telephone and internet utility costs and services incurred during the use of the premise.

5. Hold Harmless Provisions, Liability and Indemnity: The Town of Concrete, its officers, employees and agents, shall not be liable for any injury (including death) or damage to any persons or to any property sustained or alleged to have been sustained by the Tenant or by others as a result of any condition (including existing or future defects in the premises), or occurrence whatsoever related in any way to the premises or related in any way to the Tenant's use of the premises or Tenant's performance under this lease, except to the extent of such damage caused by the gross negligence of the Town. Tenant agrees to defend and hold and save the Town, its officer, employees and agents, harmless from any and all liability or expense (including expense of litigation) in connection with any such terms of actual or alleged injury or damage.

6. Type of Activity: Tenant agrees to use the facility as office space in conjunction with counseling/consultation services, and family mediation meetings. Use as office space and related activities is the only type of activity to be conducted upon the premises. The Tenant agrees to limit the number of persons allowed in the building at one time to a maximum of ten (10). Tenant also agrees to limit the stay of any persons to the posted office hours. If the Tenant fails to use the premises as office space and related activities, the Tenant is in default of this agreement and the lease may be terminated. Only Officers of the East Valley Community Care Team and the Oasis Teen Shelter or Town of Concrete representatives shall be allowed to hold keys to the facility and must open and close the facility to ensure

proper security of the facility. Parking shall be allowed on the south side of the public safety building. All fixtures, equipment, or items furnished on the premises by the Landlord may be used by the Tenant but must remain on the premises at all times. All activities must comply with all Town, County, State and Federal laws and ordinances including but not limited to the Town Zoning Code.

Tenant agrees to obtain and comply with all necessary permits for the operation and conduct of Tenant's activities. If Tenant fails to obtain and comply with such permits, then Tenant accepts full responsibility for any and all costs incurred by the Town of Concrete, including actual attorney's fees.

7. Disposition of Property at End of Lease: At the end of the lease or extension, Tenant has the right to remove all of the equipment, personal property and trade fixtures placed on the premises by Tenant during the period of this lease. In the event the Tenant fails to remove any equipment, personal property and trade fixtures from the premises at the conclusion of the lease, the Landlord shall, at its option, have the right to retain it or in the alternative, remove it at Tenant's expense. Landlord may recover any costs and expenses from the Tenant resulting from the removal.

8. Maintenance of Facilities: Tenant is responsible for all maintenance and/or repair of the leased premises and all improvements. The premises shall be maintained in such condition so as not to create a hazard or be unsightly, and will at all times conform to existing laws. Tenant agrees not to allow conditions of waste and will keep the premises in a neat, clean, and orderly condition. Tenant shall indemnify Landlord for clean-up costs for any waste or nuisance.

9. Advertising and Signs: No signs or other advertising matter, symbols, canopies or awnings shall be installed, attached to or painted on the premises without the prior written approval of the Town with the exception of posted office hours as referenced in section six (6).

10. Laws and Regulations: The Tenant agrees to conform to and abide by all laws, rules, codes and regulations of the United States, the State of Washington, and any municipality or agency. Tenant's use and operation of may not be in violation of any rules, codes, laws, or regulations.

11. Costs and Attorney's Fees: In the event it is necessary for either party herein to bring an action to enforce the terms, conditions or covenants of this lease, then the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements.

12. Equal Opportunity: Tenant agrees that in the conduct of activities on the leased premises it will be an equal opportunity employer in accordance with the 1964 Civil Rights Act and the State of Washington Human Rights Commission.

13. Termination: Upon termination of this lease or any extension, Tenant will surrender the premises to Landlord peaceably and quietly and in the condition required by this agreement.

14. Assignment: Tenant will not, by operation of law or otherwise, assign any portion of the lease premises without Landlord's prior written consent.

15. Landlord's Right to Enter Premises: Landlord and/or its authorized representatives shall have the right to enter the premises at all reasonable times for any of the following purposes.

- In case of emergency, as authorized by law or as authorized by this agreement;
- To do what the Landlord has the right or obligation to perform;
- To post "For Rent" or "For Lease" signs during any period that the Tenant is in default; and to repair, maintain or improve the premises, only in event of default;
- To do any other act or thing necessary for the safety or preservation of the premises.

Landlord will not be liable in any manner for any damages arising out of the Landlord's entry onto the premises as provided in this paragraph. Landlord will conduct the entry onto the premises in a manner that causes the least disturbance.

16. Waiver of Subrogation: Landlord hereby releases Tenant from any and all right, claim and demand that Landlord may hereafter have against Tenant, or Tenant's successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies, and does hereby waive all rights of subrogation in favor of insurance carriers against Tenant arising out of any Losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies and sustained by Landlord in or around the premises. Tenant hereby releases Landlord from any and all right, claim and demand that Tenant may hereafter have against Landlord or Landlord's successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies. The waivers provided for in this paragraph shall be applicable and effective only in the event such waivers are obtained from the insurance carriers concerned.

17. Condemnation/Termination: In the event that the premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use consistent with this agreement, this Lease shall terminate. The Town may terminate this lease agreement in whole or in part, and thereupon shall notify the Tenant of termination, the reasons therefore, and the effective date, provided such effective date shall not be prior to notification of the Tenant.

18. Notices: All notices or payments may be delivered or mailed. If mailed, they should be sent to the following respective addresses:

Landlord: Town of Concrete  
P. O. Box 39  
Concrete, WA 98237  
Phone (360) 853-8401

Tenant: East Valley Community Care Team  
Renee Kenady, President  
5319 Cedar Ridge Place  
Sedro-Woolley, WA 98284  
Phone (360) 854-7780

Oasis Teen Shelter  
Bob Shrumm - YMCA  
215 E. Folton Street  
Mount Vernon, WA 98273  
Phone (360) 336-9622

19. Validation: In witness whereof, Landlord has caused this instrument to be signed by its Mayor by the authority of the Town of Concrete, and this instrument was signed and executed by Landlord the day and year first above written.

Landlord:  
Town of Concrete,  
a Municipal Corporation

Tenant:

\_\_\_\_\_  
Mayor, Town of Concrete

\_\_\_\_\_  
Renee Kenady, EVCCT President

\_\_\_\_\_  
Bob Shrumm, YMCA Oasis Teen Shelter

State of Washington    )  
                                  ) ss.  
County of Skagit        )

On this day personally appeared before me **Judd Wilson** known to be the individual(s) described in and who executed the within and foregoing instrument and that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public for the State of Washington  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Print Name: \_\_\_\_\_

State of Washington    )  
  ) ss.  
County of Skagit        )

On this day personally appeared before me **Renee Kenady** known to be the individual(s) described in and who executed the within and foregoing instrument and that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public for the State of Washington  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Print Name: \_\_\_\_\_

State of Washington    )  
  ) ss.  
County of Skagit        )

On this day personally appeared before me **Bob Shrumm** known to be the individual(s) described in and who executed the within and foregoing instrument and that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public for the State of Washington  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Print Name: \_\_\_\_\_