

## **LEASE AGREEMENT FOR SKATE PARK**

THIS AGREEMENT entered into this 5th day of March, 2015 between SHELTON SCHOOL DISTRICT NO. 309, a Washington municipal corporation, hereinafter referred to as Lessor, and CITY OF SHELTON, a Washington municipal corporation, hereinafter referred to as Lessee. Lessor hereby agrees to lease to Lessee a parcel of land representing approximately 30,000 square feet of property, the legal description of which is attached hereto as Exhibit "A". Hereinafter referred to as the Leased Premises, upon the following terms and conditions:

1. **TERM AND RENEWAL OPTION:** The term of this lease shall be for five (5) years, commencing on March 5, 2015 and terminating on March 5, 2020. Lessee shall have an option to renew and extend the Lease for an additional five (5) year period upon the same terms and conditions upon giving Lessor 90 days advanced written notice of its exercise of the option.
2. **RENT:** The Leased Premises are not currently necessary to the Lessor's operations. The consideration to the Lessor of this lease are the mutual benefits to be derived by the parties and the publicly sponsored after-school recreation opportunities that will be available for Lessor's students.
3. **LEGAL USE ONLY:** Lessee shall use and occupy the premises for operation of a skateboard park and shall not engage in any illegal activity or any activity constituting a nuisance. Lessee agrees to provide general oversight for the park operations.
4. **SURRENDER OF PREMISES:** Lessee covenants and agrees that the Lease shall immediately terminate if the Leased Premises are no longer being used as a skateboard park open to the general public. Lessee will surrender and deliver up the Leased Premises, together with the appurtenances thereunto belonging to the said Lessor, its successors or assigns, peaceably and quietly upon the termination of the Lease, or at the expiration of the said term of time in good condition, injury or destruction by fire and natural wear and decay excepted.
5. **IMPROVEMENTS:** The "Leased Improvements" shall include a concrete slab over a portion of the Leased Premises, a fence around it, and any ramps or fixtures installed as part of the park.
6. **COVENANT AGAINST WASTE:** Lessee further covenants and agrees that it will not do or suffer any waste in said Leased Premises; that it will use the same for lawful purposes only.

conditions of this lease. In the event any action becomes necessary to terminate this Lease agreement or to enforce any covenant herein, the prevailing party shall be entitled to reasonable attorney's fees and costs. Venue shall be in Mason County. In the event of default by Lessee of any of the terms or conditions of this lease, Lessor may immediately regain possession of the premises. Lessee agrees that if court action is taken to take possession hereunder that the court shall grant a preliminary injunction ordering the surrender of the Leased Premises to Lessor and Lessee further waives the right to request a bond. The court shall award reasonable attorney's fees to the prevailing party in any such action.

13. CANCELLATION OF THE LEASED PREMISES: The Lessor and Lessee retain the right during the lease or during any renewal period of the Lease to cancel and terminate the Lease by giving six (6) months written notice.
14. INDEMNIFICATION: Lessee will indemnify, defend and hold harmless Lessor, its officers, agents and employees from any claim, liability or suit on behalf of any person, persons, corporations and/or firm for any injuries or damages occurring in or about the Leased Premises, where said damages or injury arises from the Lessee's operation of the skatepark facility. Lessee shall have no obligation to defend, indemnify, or hold harmless the Lessor from any damages or injuries arising from the sole negligence of the Lessor's agents or employees. Lessee shall, at its own expense, maintain a comprehensive general "all risk" liability insurance policy with the combined single limit of \$1,000,000.00 covering the Leased Premises. Lessee shall furnish to Lessor a certificate of insurance within thirty (30) days of occupancy, and renewal certificates evidencing continued compliance with the foregoing requirements.
15. WAIVER OF SUBROGATION: Lessee and Lessor each hereby release and relieve the other, and waive their entire right of recovery against the other for loss or damage arising out of or incident to the perils insured against under Paragraph 14, which perils occur in, on or about the Leased Premises, whether due to the acts or omissions of Lessor or Lessee or their agents, employees, contractors, licensees and/or invitees. Lessee and Lessor shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.
16. NOTICES: Any notice to be sent to the Lessee shall be sent to it at 525 W. Cota St., Shelton, WA 98584. Any notices to be sent to the Lessor shall be sent to 700 S. 1st St., Shelton, WA 98584 or such other addresses as the parties may from time to time designate in writing to the other party.

LESSOR:

SHELTON SCHOOL DISTRICT NO. 309

B. Hirshi 3/10/15  
Brenda Hirshi, Chairman

LESSEE:

CITY OF SHELTON

Gary H. Cronce  
Gary Cronce, Mayor