

LEASE AGREEMENT

This Lease Agreement ("Lease Agreement") dated this 1 day of May 2021, is made between Jerry J Dilts/Jerry J. Dilts Living Trust, (hereinafter referred to as "Lessor") and Converse County (hereinafter referred to as "Lessee") with an effective date as set forth below.

In consideration of and subject to the mutual covenants and provisions contained herein the Lessee and the Lessor agree as follows:

ARTICLE 1: PROPERTY DESCRIPTION

- 1.1 Description of Leased Premises: The property, which is subject to this lease, is located within the building at: 1839 Madora Avenue, Douglas, Wyoming ("Premises"). The leased premises contain approximately two thousand (2,000) square feet of commercial/office space ("Building"), plus 2/3 of basement space and access thereto. The building in its entirety is a **nonsmoking** facility.

ARTICLE 2: TERM

- 2.1 Lease Term: The term of this Lease Agreement shall commence on 8:00 a.m. MST on May 1, 2021 and, unless sooner renewed or terminated pursuant to the provisions hereunder, shall end at midnight on April 30, 2024. Lessee shall have the option, upon 30 days' notice, to extend the lease for a period of up to six months upon the same rent and conditions.

ARTICLE 3: RENT

- 3.1 Rental Rate and Payment: Rent shall consist of equal monthly payments each in the amount of one thousand, eight hundred dollars (\$1,800.00) per month ("Rent"), payable in advance upon the first day of each calendared month to Lessor at such places as may be reasonably designated by Lessor. The first and last months' rental payment and security deposit of one thousand dollars (\$1,000.00) are due November 1, 2019 (*Paid*).
- 3.2 Security Deposit: The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 30 days after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 30 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER.
- 3.3 Default in Payment of Rent: In the event rent is not paid by the tenth (10th) day of any month, Lessee shall be considered in default of this Agreement. Upon default, Lessor shall present Lessee notice of default via Certified Mail and Lessee shall have ten (10)

days from receipt of said notice to cure the default. In the event the default is not cured within said time frame, Lessor may proceed to collect all past-due amounts, fully enforce the terms of this Lease Agreement, and shall be allowed to collect additional reasonable costs, such as attorney fees, late charges, etc. that may be typically allowed by law. Any unpaid balances remaining after termination of occupancy are subject to a 1 1/2% interest per month penalty.

ARTICLE 4: USE

- 4.1 Use of Leased Premises: The Premises are to be used exclusively for commercial office and/or business activities associated with any legal business. Lessee shall not use the Premises in any manner that may be prohibited by or would void the insurance coverage provided for the Premises. The Premises shall be equally utilized by UW Extension and 4-H.

ARTICLE 5: UTILITIES

- 5.1 Payment of Utilities: Lessee shall pay for all telephone, cable television and internet expenses associated with the Premises.
- 5.2 Lessor's Obligations: Lessor warrants and represents that all utilities necessary to operate a business, such as gas, electricity and water, shall be in place, and Lessor shall take whatever steps are necessary to ensure that said utilities remain available, including, but not limited to, the timely payment of all utility bills if Lessor is billed directly.

ARTICLE 6: ASSIGNMENT AND SUBLETTING

- 6.1 Subletting: Lessee shall not assign this agreement or sublet any portion of the Premises without the prior written consent of the Lessor.

ARTICLE 7: MAINTENANCE, REPAIRS, OR ALTERATIONS

- 7.1 Condition of Building: Lessor shall maintain the basic building structure and the roof, the heat and air conditioning equipment, mechanical, plumbing, and electrical systems equipment, and shall provide general maintenance of the parking and landscape areas. Lessor shall be responsible for general snow removal in the parking and drive areas servicing the Premises and removal of snow on all walk areas and entrances to the subject space.
- 7.2 Lessee's Obligations to Maintain Premises: Lessee shall, at Lessee's expense, and at all times, maintain the Premises in a clean, sanitary and working manner, including all of Lessee's improvements, lighting fixtures and bulbs, and shall surrender the same at termination hereof in as good condition as received, normal wear and tear excepted.
- 7.3 Damages to Premises: Lessee shall be responsible for damage caused by Lessee's abuse or gross negligence and that of Lessee's employees, customers, invitees and guests.

Lessee shall immediately clean and repair any common area that becomes soiled or damaged by the abuse or gross negligent acts of Lessee, or Lessee's employees, customers, invitees and guests.

- 7.4 Waste: Lessee shall not commit any waste upon Premises, or any nuisance or act which may disturb the enjoyment of any other occupant of the property.

ARTICLE 8: DAMAGES TO THE PREMISES

- 8.1 Destruction of Building or Premises: In case the Building, or the demised Premises of the Building shall be at any time wholly or partially destroyed by fire or other unavoidable casualty so that the demised Premises shall be unfit for occupation or use or in the event the Building is wholly or partially destroyed by any cause whatsoever, excepting destruction caused by the gross negligence or willful misconduct of the Lessee, its agents or employees, this Lease Agreement shall terminate unless the Lessor shall give notice in writing, within thirty (30) days of the happening of such occurrence, of his intention to rebuild or repair. In the event such notice is given, the Lease Agreement shall remain in full force and effect with the rent to be abated or prorated (if partially destroyed) during the time required for rebuilding or repair.
- 8.2 Option to Terminate Lease Agreement: In the event Lessor elects to repair or rebuild, such work shall be completed within three (3) months of such damage or destruction. If Lessor is unable to repair or rebuild to the reasonable satisfaction of Lessee within three (3) months, Lessee shall have the option of terminating the Lease Agreement with no further obligations, unless the destruction was caused by the gross negligence or willful misconduct of Lessee.

ARTICLE 9: ENTRY AND INSPECTION

- 9.1 Lessor's Right to Access Premises: Lessor shall have the reasonable right to enter the Premises: (a) in case of emergency; (b) to make necessary repairs, to supply necessary services and to inspect the Premises; (c) when the Lessee has, or is reasonable believed to have abandoned the Premises; and, (d) to exhibit the Premises to any potential purchaser.
- 9.2 Notice of Access: For the purposes set forth in part 10.1(b) and 10.1(d), Lessor shall confine entry to ordinary business hours and only upon twenty-four (24) hour prior notice to Lessee unless Lessee agrees, in writing, to enter at another time.

ARTICLE 10: INDEMNIFICATION

- 10.1 LESSEE INDEMNIFICATION: Lessee assumes all risk of loss or injury to all officers, agents, employees, invitees and guest of Lessee that come to the Premises on behalf of or with the consent of the Lessee. Furthermore, Lessee shall and does hereby agree to indemnify, hold harmless, and release Lessor from and against any and all claims, losses, damages, demands, causes of action, suits, judgments, and liability of any kind, including costs or expenses (including attorneys fees, court costs, or expenses of litigation), directly

or indirectly arising out of or related to this Agreement, regardless of who may be at fault or otherwise responsible under any other contract, statute, rule or theory of law, including but not limited to, theories of strict liability, even though the loss, damage, injury, illness, or death may have been caused in whole or in part by the sole, concurrent, active, or passive negligence of Lessor (excluding gross negligence or willful misconduct of Lessor) or a third party.

- 10.2 **LESSOR INDEMNIFICATION:** Lessor assumes all risk of loss or injury to all officers, agents, employees, invitees and guests of Lessor. Furthermore, Lessor shall and does hereby agree to indemnify, hold harmless, and release Lessee from and against any and all claims, losses, damages, demands, causes of action, suits, judgments, and liability of any kind, including costs or expenses (including attorneys fees, court costs, or expenses of litigation), directly or indirectly arising out of or related to this Agreement, regardless of who may be at fault or otherwise responsible under any other contract, statute rule or theory of law, including but not limited to, theories of strict liability, even though the loss, damage, injury, illness, or death may have been caused in whole or in part by the sole, concurrent, active, or passive negligence of Lessee (excluding the gross negligence or willful misconduct of Lessee) or a third party.

ARTICLE 11: DEFAULT

- 11.1 **Default for Non-Payment of Rents:** If Lessee shall fail to tender rent payment when due, the provisions regarding default in Article 3.2 herein shall control.
- 11.2 **Default for Other Breaches of Agreement:** If Lessee fails to perform any other obligation herein, after not less than thirty (30) days from delivery of notice of such default to Lessee given in the manner required by law and the terms of this Agreement, the Lessor may terminate all rights of the Lessee, unless Lessee, within said time, cures such default to the mutual satisfaction of both parties.
- 11.3 **Abandoned Property:** If the Lessee abandons or vacates the Premises while in default of the payment of rent, Lessor may consider any property left on the Premises to be abandoned and Lessor may dispose of the same at the Lessor's sole discretion. All property on the Premises is subject to a lien in favor of Lessor for the payment of all obligations due, to the maximum extent allowed by law.
- 11.4 **Continuing Effect:** In the event of a default by Lessee, Lessor may elect to continue the lease in effect and enforce all his rights and remedies hereunder without waiving Lessor's right to termination, at any time, for a default that remains uncured or for a future default.
- 11.5 **Additional Damages:** If Lessor terminates all of Lessee's rights hereunder due to an uncured default, Lessor shall recover, from Lessee, all damages Lessor may incur by reason of said default, including the cost of recovering the Premises, lost rent, the reasonable costs of cleaning and repair to the Premises, and all legal costs and attorneys fees arising from the Lessee's Default.

ARTICLE 12: HOLDING OVER

- 12.1 Lessee Holding Over: Any holding over after the expiration of this lease, without the consent of Lessor, shall be construed as a month-to-month tenancy at a rental rate one thousand, eight hundred dollars (\$1,800.00) per month, plus an additional ten percent (10%) of the rental rate then existing at the expiration of this lease. All other terms and conditions set forth in this Lease Agreement, including but not limited to those set forth in Article 13, shall remain in full force and effect during any period of holding over.

ARTICLE 13: COSTS AND ATTORNEYS FEES

- 13.1 Attorneys Fees and Costs: In any legal action brought to enforce the covenants, terms and provisions contained herein the prevailing party shall be entitled to all costs and reasonable attorneys fees incurred in connection with such action.

ARTICLE 14: ADDITIONAL TERMS

- 14.1 Inspection Upon Vacating Premises: It is agreed upon, by the Lessee and Lessor, that at the time of vacating said Premises, both parties will inspect said Premises for any damages that may have occurred during the occupancy. Lessee agrees to pay the reasonable cost of any such damages, if the damages cause the premises to be in a worse condition than when the Lessee took possession.

ARTICLE 15: RENEWAL OPTION

- 15.1 Notice of Renewal: Provided that Lessee is not in default under the terms and conditions of this Lease Agreement, Lessee shall have a right to renew this Lease Agreement for an agreed upon time. Lessee providing Lessor written notice of such intent at least sixty (60) days prior to the expiration of the preceding Term or renewal term shall exercise such renewal options. All of the terms and conditions of this Lease Agreement shall apply to any such renewal term except the Rent shall be calculated by determining the fair market value of comparable office space, considering size and utility, in Douglas, Wyoming. Such calculation shall be done by Lessor and presented to Lessee within thirty (30) days of Lessee's notice of exercise of its renewal option.

ARTICLE 16: INSURANCE

- 16.1 LESSEE'S INSURANCE OBLIGATIONS:
- (a) Lessee shall during the Term and at its sole cost and expense, obtain and keep in force, the following insurance:
 - i. Fire insurance, including extended coverage, vandalism, and malicious mischief, upon property of every description and kind owned by Lessee or rented by Lessee from Lessor and located on the Premises or for which Lessee is legally liable or installed by, or on behalf of, Lessee including,

without limitation, furniture, fittings, installations, fixtures, and any other personal property, Non-Building Standard Leasehold Improvements and alterations, in an amount not less than ninety percent (90%) of the full replacement cost thereof;

- ii. Worker's Compensation and Employer's Liability Insurance, in such form and amounts as are required by applicable law.
 - iii. Any other types and coverage of insurance a Lessor may reasonably require from time to time.
- (b) Standards of Coverage. All policies shall be taken out with insurers that are reasonably acceptable to Lessor. Lessee agrees that certificates of insurance on the Lessor's standard form, or, if required by Lessor, certified copies of each such insurance policy, will be delivered to Lessor as soon as practicable after Lessee takes possession of all or any part of the Premises. All policies shall contain an undertaking by the insurers to notify Lessor in writing before any material change, reduction in coverage, cancellation, or other termination thereof.

16.2 LESSOR'S INSURANCE OBLIGATIONS:

- (a) Coverage. During the Term, Lessor shall insure the Premises and the Building Standard Leasehold Improvements (excluding any property which Lessee is obligated to insure hereof) against damage by fire and standard extended coverage perils and public liability insurance in such amounts and with such deductibles as Lessor reasonably considers appropriate.
- (b) Right to Self-Insure. Lessor shall not have the right to satisfy its obligations under this provision through a self-insurance program in lieu of purchasing an insurance policy or policies.
- (c) Optional Coverage. Lessor may, but shall not be obligated to, take out and carry any other form or forms of insurance as it may reasonably determine advisable.
- (d) Waiver of Right to Proceeds. Notwithstanding any contribution by Lessee to the cost of insurance premiums, Lessee acknowledges that such contribution, in and of itself, shall not confer upon Lessee the right to receive any proceeds from any such insurance policies carried by Lessor for which such contribution by Lessee has been made.
- (e) Exception to Coverage. Lessor will not have to carry insurance of any kind on any Non-Building Standard Leasehold Improvements, on Lessee's furniture or furnishings, or on any of Lessee's fixtures, equipment, improvements, or appurtenances under this Lease Agreement; and Lessor shall not be obligated to repair any damage thereto or replace the same.

16.3 INCREASED RISKS:

- (a) Lessee's Obligations. Lessee shall not do or permit to be done in or about the Premises, nor bring or keep or permit to be brought to the Premises or kept therein, anything that is prohibited by an insurance policy carried by Lessor or Lessee, periodically in force covering the Premises, or which will in any way increase the existing premiums for any such policy.
- (b) Default and Remedies. If Lessee fails to remedy the condition giving rise to any such increase or threatened increase in premiums, or such cancellation or reduction, or threatened cancellation or reduction of coverage, within forty-eight (48) hours after notice thereof, the failure shall constitute an event of default hereunder.
- (c) Determination of Liability. In determining whether increased premiums are a result of Lessee's use of the Premises, a schedule issued by the organization computing the insurance rate on the Premises showing the various components of such rate shall be conclusive evidence of the several items and charges which make up such rate.
- (d) Compliance with Insurance Requirements. Lessee shall promptly with all reasonable requirement of the insurance authority or any present or future insurer relating to the Premises.

16.4 WAIVER OF SUBROGATION:

- (a) Endorsement in Policies. All policies of fire, theft, public liability, Worker's Compensation, extended coverage or similar casualty insurance, and other insurance now or hereafter existing during the Term, which either party obtains for the Premises shall include a clause or endorsement denying the insurer any rights of subrogation against the other party to the extent rights have been waived or indemnification provided by the insured before the occurrence of injury or loss.
- (b) Waiver. Anything in the Lease Agreement to the contrary notwithstanding, Lessor and Lessee waive any rights of recovery against the other for injury or loss due to hazards covered by insurance containing such a waiver of subrogation clause or endorsement to the extent of the injury or loss covered thereby regardless of cause or origin, including the negligence (except gross negligence or willful misconduct) of the other party hereto, its agents, officers, or employees.

ARTICLE 17: TAXES AND ASSESSMENTS

- 17.1 Taxes and Assessments: Lessor shall pay the real estate taxes or special assessments or other charges levied against the subject property when due and on demand.

ARTICLE 18: ENTIRE AGREEMENT

18.1 Entire Agreement: The foregoing constitutes the entire agreement between the Lessee and Lessor and may be modified only by written agreement signed by Lessee and Lessor.

ARTICLE 19: FORCE MAJUERE

19.1 Force Majuere. Whenever a period of time is herein prescribed for action to be taken by either party, the parties shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions or any other cause of any kind whatsoever (except financial) which is beyond the reasonable control of Lessor or Lessee.

ARTICLE 20: QUIET ENJOYMENT

20.1 Quiet Enjoyment. Provided Lessee performs all of Lessee's obligations under this Lease Agreement, including the payment of rent, Lessee shall, during the Term, peaceably and quietly enjoy the Premises without disturbance from Lessor or Lessor's other Lessee's, or any other persons acting by, through, or under Lessor, subject to the terms of this Lease Agreement. This covenant and all other covenants of Lessor in this Lease Agreement shall be binding upon Lessor and its successors.

For any concerns or questions regarding the premises please contact Christina Vandeventer:

Jerry J. Dilts
680-0651 cell

Christina Vandeventer-Office Manager
307-358-4867-office
307-359-3298-cell

LESSOR:

LESSEE:

Christina M Vandeventer-for Jerry J. Dilts
Office Manager

James H. Willox-Commissioner Chairman

Attest: Karen Rimmer, Converse County Clerk