

MUNICIPAL LEASE #219 A-F

The City of Chewelah, a municipal corporation of the State of Washington, hereinafter referred to as "LESSOR". And **Tara Borders Dollar**, hereinafter referred to as "LESSEE", agrees as follows:

LEASING AND DESCRIPTION:

The Lessor leases unto the Lessee in an "as is" condition, that portion of the premises known as **Rooms #219 A-F**, which portion consists of approximately **718.25** square feet located on the second floor of the Municipal Building, City of Chewelah. The Municipal Building is located on portions of Blocks 2 and 3, MONAGHAN'S THIRD ADDITION TO CHEWELAH, and Lots 14 and 15 of WILTZ'S THIRD ADDITION to the town of Chewelah, according to plats recorded in Volume A, Book of Plats, at Page 103, and Volume B, Book of Plats, at Page 47; records of the Stevens County Auditor.

TERM:

The term of this lease shall be one year commencing on **October 1, 2023, and ending on December 31, 2024**. Both dates are inclusive at the rent hereinafter provided.

RENTAL:

The Lessee agrees to pay **\$.75** per square feet, equating to **FIVE HUNDRED THIRTY-EIGHT DOLLARS and Sixty-Nine Cents (\$538.69)**. In addition, the Lessee will be responsible for paying **\$.13** per square feet for utility services to the rented space. This equates to **\$93.37** per month. In addition, the Lessee shall pay the leasehold excise tax charged thereon by the State of Washington, which is currently 12.84% or **\$81.16**. **The total monthly rental payment is SEVEN HUNDRED THIRTEEN DOLLARS and Twenty-Two Cents (\$713.22) per month, payable in advance, on or before the 5th day of each calendar month during the term of this lease.**

OBLIGATIONS OF LESSOR:

The Lessor shall:

- Furnish the electric, water, sewer, and garbage to the described property,
- Maintain the outside surface of the space rented,
- Be responsible for snow removal in the area of the leased premises and see that suitable ingress is maintained,
- Allow the installation by Lessee and/or its agents of such additional telecommunication lines, equipment and related apparatus as is needed by Lessee and to cooperate with Lessee in the installation of such additional telecommunication lines, equipment and related apparatus,

OBLIGATION OF THE LESSEE:

The Lessee shall:

- Repair any and all damage to the interior walls, floor and ceiling of the leased premises due to action of the Lessee or persons associated with the Lessee during the term of this lease. These covenants shall apply to plaster repairs, holes made in the walls, corner damage, etc.
- Pay for telecommunications/Internet service to the leased property,
- Provide insurance coverage for Lessee's personal property placed upon the leased property, if so desired,
- Maintain the cleaning and maintenance of the leased property,
- Lessee shall not maintain on or in the leased area any object or thing that is of annoyance to other tenants of the building which object or thing causes unreasonable noise, vibration or the emission of noxious fumes,

- Lessee is responsible for the removal of boxes, crates or any waste created by Lessee's actions and its agents in the moving in or out of the leased property,
- Lessee shall carry general liability insurance with the combined single limit of not less than \$100,000.00, with the City named as additional insured, and provide proof of coverage to the Lessor and annual proof of renewal of said policy.
- The Municipal Building will be locked at all times other than its normal working hours, which are Monday through Friday, 8:00 AM until 4:30 PM. Lessee may make arrangements with clients for entrance at times other than these hours, but in no case shall they allow the building to remain unlocked after the City's normal business hours.

TERMINATION OF LEASE:

At the expiration of the term of this lease, the Lessee shall vacate and surrender the premises in the same condition as it was at the beginning of the term of lease, ordinary wear and tear, as well as damage by the elements or fire, excepted.

If the property is not vacated within the 30-day period following the expiration of this lease or 30 days after service of a notice of termination based upon Lessee's violation of term of this lease agreement, liquidated damages shall be paid by Lessee to Lessor. Such liquidated damage shall be paid by the former Lessee to the Lessor for each day of occupancy, thereafter, at the rate or \$55.00 per day or portion thereof.

It is further agreed that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, it shall be lawful for the Lessor to reenter the leased property and remove all persons therefrom.

In the event of the destruction of the leased property by fire or other disaster, this lease shall be deemed cancelled.

In the event of expected or actual funding from State, Federal, or other sources is withdrawn, reduced, or limited after the effective date of this agreement, either party reserves the right by prior written notice to terminate this agreement with a thirty (30) day written notice.

ASSIGNMENT:

Assignment or sublet of the Lessee's interest herein is not permitted and any effort by Lessee to do so shall constitute an act of default.

DATED this **29th day of August 2023**

LESSOR:

CITY OF CHEWELAH

Mayor M. Gregory McCunn

ATTEST:

Catherine Konzal, Deputy Clerk

LESSEE:

TARA BORDERS DOLLAR
CHEWELAH, WASHINGTON
