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CITY OF CHEWELAH
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LEASE AGREEMENT FOR GOVEDARE LEAD CENTENNIAL STALLION SCULPTURE IN CHEWELAH CITY PARK

This agreement, dated May 1, 2024, is between Forest Govedare the owner of Lead Centennial Stallion sculpture and the City of Chewelah.

1. LESSOR: The lessor (owner) of the Lead Centennial Stallion sculpture is Forest Govedare, referred to in this document as “owner”.
2. LESSEE: The lessee of the Lead Centennial Stallion sculpture is the City of Chewelah, referred to in this document as “the city.”
3. LEASE AGREEMENT: The owner agrees to lease the Lead Centennial Stallion sculpture to the city, which will be referred to in this Lease as the “Leased Stallion.”
4. TERM OF LEASE AGREEMENT: The Lease Agreement will begin on date the horse is attached to the base and will end one year later.
5. DESIGN AND INSTALLATION:
 - a. Sculpture shall be installed in Everett Jenne Memorial Park by cooperative effort between lessee and lessor. Installation shall include circle slab, lighting, and landscape rock. Installation and design will be approved by a licensed engineer. Lessee may request documentation of the engineer’s design. All engineering costs will be the responsibility of the lessor. Ditch work for low voltage lines from electrical location to sculpture shall be provided by the city. Permit costs will be the responsibility of the lessee. Location in park shall be at an agreed location by the lessor and the Lessee.
 - b. The Lessor will be responsible for all artistic design elements. Artistic design elements will be submitted to the lessor through the city building permit process for approval.
 - c. Lessee will contribute no more than \$2500.00 toward installation.
6. USE:
 - a. Owner shall be permitted to remove leased Stallion for different business promotion campaigns if needed, no more than 30 days total during the entire lease period. Anytime the sculpture is removed during the lease under this provision shall be added onto the end of the lease period, to ensure the sculpture remains on City Display for a full year-lease. Lessor shall provide no less than 30 day’s notice to the lessee prior to any removal.
7. LEASE PAYMENT: The amount of the Lease payment contributed by the lessee shall be \$333.33 to be paid monthly to the lessor for the duration of the lease term. The lease is due on or before the 1st day of each month. Lease payments will commence upon final completion and City Building Department approval of installation of artwork attached to base.

8 MAINTENANCE AND REPAIRS:

- a. Maintenance and repairs of the sculpture shall be the sole responsibility of the lessor, as well as any repairs as needed at the expense of the owner. Maintenance of grounds and utilities to be the responsibility of the lessee
- b. If vandalized/graffitied, the lessee is responsible for cleaning the Leased Stallion to its original condition.

10. INSURANCE:

- a. Sculpture to be insured at value of \$250,000 by the lessee’s insurer. If sculpture is vandalized more than four times during this lease term, Lessor shall have the right to terminate this lease agreement. If lessor does terminate this agreement under this provision, no further monies shall be due from the lessee to the lessor. Lessee will have insurance policy written and fund 50% of the cost of the policy. The Creative District will fund the other 50% of the cost from donations received from the project.
- b. Leased Stallion will remain insured for duration of this agreement ONLY while Leased Stallion is on site at Everett Jenne Memorial Park. Lessee will inspect Leased Stallion, lighting and landscaping upon each re-installation and record any damage that occurred off-site. Repairs due to damage off-site will be at the expense of the lessor.
- c. Lessor assumes no liability for injuries related to the Leased Stallion sculpture.

11. ENDING OR RENEWING THE LEASE AGREEMENT:

- a. Termination of the agreement: All parties reserve the right to terminate this agreement at any time with 3 month’s notice.
- b. At the end of the Lease term, this Lease Agreement shall automatically continue for an additional Lease term unless the owner or the city provides the other party a 30 day advance written notice.

12. GOVERNING LAW: This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Washington, and venue shall lie in the Superior Court of Washington, in and for Stevens County.

13. ATTORNEY’S FEES

In any dispute arising from the terms of this lease agreement, the prevailing party shall be entitled to award of all reasonable attorney’s fees, costs, and other related expenses.

By signing this Lease Agreement, the parties certify that they have read, understood, and agree to comply with all of the terms, conditions, of this Lease Agreement.

Lessee’s Signature _____ Date: _____
 City of Chewelah
 Mayor Greg McCunn

Lessor’s Signature _____ Date: _____
 Leased
 Forest Govedare