

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

This agreement, dated \_\_\_\_\_, is by and between Forest Govedare (“Lessor”) as the owner of the Lead Centennial Stallion sculpture (“Sculpture”), and the City of Chewelah (“Lessee” or “City”), a Washington Municipal Corporation.

1. LEASE AGREEMENT: Lessor agrees to lease the Sculpture to City, to be placed on display in Everett Jenne Memorial Park.

2. TERM OF LEASE AGREEMENT: The Lease Agreement will begin on \_\_\_\_\_ and will end on \_\_\_\_\_ (per year to year annual lease ).

### 3. DESIGN AND INSTALLATION:

a. Sculpture shall be installed in Everett Jenne Memorial Park by Lessor, in a location to be determined jointly by City and Lessor. (The current installation plan includes pre-affixed steel plate mounted to sculpture, 6” reinforced concrete slab with dimensions corresponding to metal plate base of sculpture. Slab to include four anchor points to secure sculpture according to engineered specifications. Landscaping, including lighting and landscaping rock, and ditch work for low voltage lines from electrical location to sculpture, shall be provided by the city.

b. Lessor shall be responsible for designing all structural and artistic design elements, which shall be submitted to City through City’s building permit process for approval.

c. Lessee will contribute no more than \$2,500.00 toward installation, to be paid directly to Lessor upon completion of installation. (Any other services including equipment, materials and labor required of the city will be billed out at the city’s cost). Materials for steel base and lighting to be paid upfront.

### 4. USE:

a. Lessor shall be permitted to remove Sculpture from the Park as needed (as determined by Lessor), for a total of no more than 30 days during the entire lease period. . Lessor shall provide no less than 30-days’ notice to City prior to any such removal. Any time the Sculpture is removed during the lease under this provision shall be added on to the end of the lease period, to ensure the Sculpture remains on City’s display for a full year.

5. LEASE PAYMENT: City shall pay \$333.33 per month, to be paid monthly to Lessor for the duration of the lease term. Said monthly payment shall be due on or before the \_\_\_\_ day of each month. Such lease payments shall commence upon completion of final installation and City Building Department approval.

### 6. MAINTENANCE AND REPAIRS:

a. Maintenance and repairs to Sculpture shall be the sole responsibility of Lessor, at the sole expense of Lessor. Maintenance of grounds and utilities shall be solely the responsibility of City.

b. If Sculpture is vandalized, City is responsible for restoring it to its original condition, subject to Lessor’s approval.

7. INSURANCE:

a. Sculpture shall be insured at a value of \$250,000 by the city's insurer. If Sculpture is vandalized more than four times during the 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 City to Lessor.

b. Sculpture shall remain insured for the duration of this agreement, but ONLY while Sculpture remains on site at Everett Jenne Memorial Park. Upon each removal and re-installation during the lease term, City shall inspect Sculpture, lighting and landscaping, and shall record any damages that occurred off-site. Any repairs required due to damages off-site shall be at the expense of Lessor.

c. Lessor assumes no liability for injuries related to the Sculpture.

8. ENDING OR RENEWING THE LEASE AGREEMENT:

a

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 provide to the other party advance (30 days) written notice.

9. 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.

10. 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

By M. Gregory McCunn, Mayor

Lessor's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Forest Govedare

Notes:

DRAFT