

LEASE AGREEMENT BETWEEN

Cheyenne/Laramie County Emergency Management Agency and Messenger L.L.C.

1. Parties:

This lease is made between Messenger L.L.C., having its principal office at 2421 East 7th St. City of Cheyenne, State of Wyoming (Lessor), and Laramie County Emergency Management (Lessee). In consideration of the mutual covenants contained herein, the parties agree as follows:

A. Lessor's business address for the purpose of notification under the terms of this lease is:

Messenger L.L.C.
2421 E. 7th St.
Cheyenne, WY 82001

B. Lessee's business address for the purpose of notification under the terms of the lease is:

Cheyenne/Laramie County Emergency Management Agency
3962 Archer Parkway
Cheyenne, WY 82009

C. In the event that the addresses listed above change, the party whose address has changed will immediately notify the other party to the lease in writing.

2. Purpose of Lease:

- A. Lessor is the sole owner of the premises described below, and desires to lease the premises to a suitable lessee for business purpose.
- B. The parties desire to enter into an agreement (Lease) defining their rights, duties and liabilities relating to the lease of the premises.
- C. For consideration, Lessor leases to Lessee the building and land (premises) located in the County of Laramie, State of Wyoming, and more particularly described as follows:

2507 E. 7th St., Cheyenne, WY 82001

3. Term of Lease:

Lessor leases the above premises for a term of (1) year, commencing October 1, 2018 through September 30, 2019. This Lease is not valid and shall not become effective until it is signed by an authorized representative of the Lessor and an authorized representative of the Lessee. The effective date of the Lease shall be the last date of signature, and the Lease shall commence on the last date of signature or on the date specified in the Term of Lease provision, whichever is later. This lease may extend under the same terms and conditions by mutual written agreement of the parties to the Lease.

4. Rent Payment and Deposit: The rent to be paid by Lessee for the time period October 1, 2017 through September 30, 2018 shall be **\$2625.00 monthly**. (5250 square feet X .50 per square foot monthly) The total amount paid under this lease shall not exceed \$31,500.00. No payments shall be made under this Lease for any tenancy occurring prior to the date upon which the last required signature is affixed to this Lease.

5. Responsibility of Lessor:
 - A. Parking: Lessor shall provide parking on a first come first served basis.
 - B. Quiet Enjoyment: Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the premises free from any eviction or interference by Lessor if Lessee pays the rent, an otherwise fully and punctually performs the terms and conditions imposed on Lessee.
 - C. Taxes: Lessor shall pay all taxes, assessments, or other governmental charges that shall or may during the lease term be imposed on, or arise in connection with the premises.
 - D. Lawn Care: Lawn care is to be provided by the Lessee.
 - E. Maintenance: Lessor shall be responsible for all necessary maintenance of the parking lot, sidewalks and building infrastructure and systems: including, but not limited to: roof, doors, ceiling, electrical, mechanical, heating and cooling, and plumbing.

6. Responsibility of Lessee:
 - A. Access to premises: Lessee shall permit Lessor or its agents to enter the portion of the premises occupied by Lessee at all reasonable hours in inspect the premises or make repairs: all provided that Lessee's use of the premises shall not be unreasonably impaired.
 - B. Non-assignment: Neither Lessee nor its successors or assigns shall, without Lessor's consent, assign , mortgage, pledge, or encumber this Lease or sublet the premises or make repairs: all provided that Lessee's use of the premises shall not be unreasonably impaired.
 - C. Surrender of Possession: Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the premises to Lessor free of subtenants, including all buildings, additions, and improvements constructed or placed thereon by Lessee, except moveable trade fixtures, all in good condition and repair.
 - D. Janitorial: Lessee will provide janitorial service that may be required to keep the building, furniture and fixtures in neat, clean and sanitary condition, including carpet cleaning. At all times the exterior and interior of the building will remain neat and organized. With the exception of Vehicles, Semi Tractors and Trailers, no miscellaneous items or tools will be stored outside of the building. Vehicles, Semi Tractors and Trailers must be parked in an organized manner. All cleaning supplies, to include soap, waxes, disinfects and trash can liners are to be

provided by Lessee. Expendable restroom supplies, to include toilet paper, paper towels and hand soap are to be provided by the Lessee. Lessee will provide and replace light bulbs.

- E. Utilities: Effective October 1, 2017 through September 30, 2018, all applications and connections for necessary utility services on the premises, including telephone, shall be made in the name of the Lessee only, and the Lessee (Laramie County Emergency Management) shall be solely liable for utility charges as they become due, including those for sewer, water, sanitation, gas and electricity.

7. Special Provisions:

A. Alterations, Additions, and Improvements:

- (I) Lessee may, with the Lessor's prior written approval and at Lessee's own expense, at any time during the lease term, make alterations, additions, or improvements in and to the premises. No structural or substantial portion of the portions of the premises shall be demolished or removed by Lessee without the prior written consent of the Lessor. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the premises.
- (II) All alterations, additions, and improvements on or in the premises at the commencement of the term, and that may be erected or installed during the term, shall become part of the premises and the sole property of the Lessor, except that all moveable trade fixtures installed by Lessee shall be and remain the property of the Lessee.

B. Condition of Premises:

- (I) Lessee- Lessee has examined and knows the condition of the premises to be leased.
- (II) Lessor- Lessor agrees to provide the leased premises in good order and repair. Lessor shall disclose all known contamination or hazardous conditions and defects to lessee.

C. Destruction of Premises.

- (I) Substantial Destruction: If the premises shall be damaged by fire or other casualty which shall, in the opinion of the Lessor and Lessee and otherwise mutually agreed upon, make the premises substantially unusable, the obligation to pay rent shall cease until the premises are substantially usable by the Lessee.
 - (a) Repair: Lessee and Lessor shall, as soon as reasonably practicable, prepare and sign a written itemized list of damages and required repairs, known as the "Substantial/Partial destruction and Repair List". The list shall contain the following:
 - (1) Damages to be repaired by either Lessor or Lessee;
 - (2) Damages that will not be repaired;
 - (3) The dates by which either Lessor or Lessee shall complete repairs.
- (II) Partial Destruction: In the event of partial destruction of the premises, Lessee shall not be entitled to Proportionate reduction of rent while repairs are being made.
 - (a) Repair: Lessee and Lessor shall, as soon as reasonably practicable, prepare and sign a written itemized list of damages and required repairs, known as the "Substantial/Partial destruction and Repair List". This list shall contain the following:
 - (1) Damages to be repaired by either the Lessor or Lessee;
 - (2) Damages that will not be repaired;
 - (3) The dates by which either Lessor or Lessee shall complete repairs.

D. Easements, Contracts, or encumbrances:

The parties shall be bound by all existing easements, contracts, and encumbrances of record relating to the premises.

E. Insurance:

(I) Lessor: During the term of the Lease and for any further time that the Lessor shall hold the premises, Lessor shall obtain and maintain, at its expense, insurance on all buildings, improvements, and equipment owned by Lessor on the premises, including all alterations, additions, and improvements, with all standard extended coverage that may be required by any first mortgagee, including insurance against loss or damage by fire.

(II) Lessee: During the term of the Lease and for any further time that the Lessee shall hold the premises, the Lessee shall provide coverage for personal property kept at the premises.

F. Repair:

(I) Lessor: Lessor shall keep in good repair all structural components of the building and grounds, exterior and interior walls, floors and ceilings of the leased space. Lessor shall also keep in good repair all the premises operating systems, including but not limited to plumbing, electrical, heating, ventilation and air-conditioning systems.

(II) Lessee: Lessee, at own expense, shall repair any damage or injuries caused by Lessee, its customers, members, invitees, agents or employees, but not normal wear and tear.

G. Successors and Assigns: This lease and the terms and conditions hereof apply to and are binding on the purchasers, heirs, legal representatives, successors, assignees, agents and employees of both parties.

H. Time is of the Essence: Time is of the essence in all provisions of this Lease.

I. Unlawful or Ultra-hazardous Activity: Neither the Lessor or Lessee shall use nor occupy the premise or any part thereof for any unlawful or ultra-hazardous purpose. A violation of the section by either party shall constitute sufficient grounds for immediate termination of this Lease by the non-violating party. Lessee agrees to use the Leased premises in full compliance with all state and federal laws, rules and regulations, and with all city ordinances. Including but not limited to "No Smoking within the building".

8. General Provisions:

A. Americans with Disabilities Act and Nondiscrimination: Lessor shall be responsible for the premises compliance with the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, et seq. The Lessor and Lessee shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connections with this Lease.

B. Applicable Law/Venue: The construction, interpretation and enforcement of the Lease shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have

jurisdiction over this Lease and the parties, and the venue shall be the first Judicial District, Laramie County, Wyoming. This provision is not intended to, and shall not, waive the Lessee's governmental immunity as provided for in this agreement.

C. Entirety of Lease: This Lease, consisting of (6) pages, constitutes the entire agreement between the parties and supersedes all prior negotiations, representatives or contracts, either written or oral. This Lease cannot be changed except by a written instrument subsequently executed by the parties.

D. Funding: This Lease is subject to the available funding of the Lessee. Should the governmental source of funds fail to appropriate monies to the responsible department or agency fail to provide the necessary funding, then the Lessee may terminate the Lease.

E. Indemnification: The Lessor shall release, indemnify, and hold harmless The Cheyenne-Laramie County Emergency Management Department, and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of pre-existing conditions, Lessor's nondisclosure of known contamination, or Lessor's performance or failure to perform under this Lease.

F. Notice: All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth above. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be constructed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

G. Governmental Immunity. The Lessee does not waive sovereign immunity by entering into this lease, and specifically retains immunity and all defenses available pursuant to Wyo. Stat. 1-39-104

(a) and all other state law.

E. Termination: In addition to any other event provided for herein whereby the Lease may be terminated, either party may terminate this agreement upon ninety (90) days written notice of termination. In the event that either party should exercise its right to terminate the lease by provision or written notice as above provided, no prepaid rents will be returned to the Lessee. Occupation of the Leased premises by Lessee for any part of a calendar month shall be deemed occupation for that month.

I. Waiver: The failure by Lessor or Lessee to insist upon the strict performance of any term or condition of the Lease or to exercise any right, power or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of such term or condition. A waiver of any breach shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

J. Lease Modification: Lessor and Lessee agree that any modification of the Lease agreement language without the express approval of the Cheyenne/Laramie County Emergency Management Agency Attorneys' Office and The Laramie County Board of Commissioners renders this agreement null and void.

9. **Signatures:** IN WITNESS THEREOF, the parties to this Lease through their duly authorized representatives execute the Lease on the dates set out below, and certify they have read, understand, and agree to the terms and conditions of this Lease. The effective date of this Lease is the date of the signature last affixed to this page.

Laramie County Emergency Management

By: _____ Date: _____

Buck Holmes, Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date: _____

Debra Lee
Debbie Lathrop, Laramie County Clerk

LESSOR: Messenger L.L.C.

By: *[Signature]* Date: *9/11/18*

Kirk or Raedene Messenger, Messenger L.L.C. Owner/Member

REVIEWED AND APPROVED AS TO FORM ONLY

By: *[Signature]* Date: *9/12/18*

Bernard Haggerty, Deputy Laramie County Attorney

M. Voss