

**LEASE AGREEMENT BETWEEN
CITY OF LARAMIE AND GH FAMILY PARTNERSHIP, LLC**

This lease agreement (“Agreement”) between the City of Laramie (“City”) and GH FAMILY PARTNERSHIP, LLC (“OWNER”) is entered into as of the date of the last signature below:

WHEREAS, the OWNER owns property in Downtown Laramie located at 404 S. 2nd Street, Laramie, Wyoming (“Property”); and,

WHEREAS, the City intends to lease the property for the months of May, June, July, August and September on an annual basis from OWNER to support outdoor dining to enhance the economic vitality of Downtown Laramie until the OWNER chooses to sell, develop or utilize the property in another manner or the City ceases to require the property for this purpose; and,

WHEREAS, the City’s proposed use of the Property contributes to the quality of life in Laramie, provides a general public benefit to Laramie, and is currently in the best interest of the City and its citizens, AND IT IS THEREFORE AGREED:

1. Lease of Property. City hereby leases the Property from the OWNER only for the purpose of supporting outdoor dining and events to enhance the economic vitality of Downtown Laramie.
2. Term of Lease. This Agreement becomes effective the date of the last signature affixed and terminates on September 30, 2026. This Agreement may only be extended by a written agreement signed by both the City and OWNER.
3. Early Termination of Lease.
 - 3.1. Either the City or OWNER may terminate this Agreement before its expiration by giving 30 days’s written notice to the other party.
 - 3.2. This Agreement terminates automatically and immediately if City uses the Property for anything other than the activities, including but not limited to using the Property to support outdoor dining and events to enhance the economic vitality of Downtown Laramie.
4. Disposition of Property Upon Termination. When this Agreement terminates, any improvements to the Property becomes the property of the OWNER, unless City removes the improvement, at City’s sole expense, from the Property before termination. If City leaves any improvements on the Property after termination, City will execute all documents necessary to confirm transfer ownership of all improvements to the Owner. If City chooses to remove any improvements, City will return the Property to its original condition, as determined by the reasonable judgment of the OWNER.
5. Lease Payment. City shall pay the OWNER \$800.00 each year that the Property is used for these purposes.
6. Subleasing. City may not sublease the Property to any person or persons.

8. Condition, Improvements, Maintenance and Use of Property.

8.1. City will clear the property of any items that do not allow for a smooth, even and safe surface. City has satisfied itself about the condition of the Property and takes the Property in an "AS IS" condition, and the OWNER makes no representations or warranties about the condition or suitability of the Property.

8.2. Other than for clearing the property of any items that do not allow for the provision of smooth, even and safe surface, City shall not permanently improve or alter the Property without the advance written consent of the OWNER, which consent will not be unreasonably withheld.

8.3. City will install temporary tables, umbrellas, planters, flowers and trash cans and shall maintain the Property in a good and orderly condition, and in its use or permitted alterations to the Property shall comply with all applicable laws, including City ordinances.

9. Indemnification. City shall indemnify, defend and hold the Owner and its agents and employees harmless from and against all claims, demands, losses or liabilities of any kind which arise from or relate in any way to City's management actions, activities, or use including the public's use of the Property.

10. Insurance.

10.1. The OWNER has no responsibility for City's property at the Property.

10.2. City shall maintain the following insurance:

10.2.1. Commercial general liability coverage, during the entire term of the contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground, collapse and explosion (XCU) and products and completed operations, and in an amount not less than two hundred and fifty thousand dollars (\$250,000) per occurrence and five hundred thousand dollars (\$500,000.00) general aggregate.

10.2.2. All policies required under this Contract shall be in effect for the duration of this Contract and projects. All policies shall be primary and not contributory in favor of OWNER. CITY shall pay the premiums on all insurance policies and insurance certificates must include a clause stating that the insurance may not be revoked, cancelled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to City.

10.2.3. All insurance policies required by this Agreement, where applicable, shall contain a waiver of subrogation against OWNER, its agents and employees. City shall provide, upon request a copy of an endorsement providing this coverage.

10.2.4. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent to not renew insurance coverage without thirty (30) days written notice from City or their insurers to OWNER. Any failure to comply with

the reporting provision of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage provided to City and its division, officers and employees.

10.3. City shall provide copies of its required insurance policies annually upon renewal to the OWNER or at any time upon OWNER's request.

11. Assignability. This Agreement is not assignable by either party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers effective the date of the last signature affixed to this Agreement. Each officer agrees that this agreement supersedes any previous agreement, known or unknown, between the parties of this agreement.

CITY OF LARAMIE, WYOMING:

By: _____
Paul Weaver, Mayor and President
City of Laramie, City Council

Attest: _____
Nancy Bartholomew,
City Clerk, City of Laramie

OWNER:

By: _____
Printed Name: _____
Title: _____
Phone Number: _____
Email Address: _____