

**LEASE AND SERVICE AGREEMENT BETWEEN THE  
CITY OF LARAMIE AND OTTERSPLACE, LLC.**

THIS LEASE AND SERVICE AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF LARAMIE, a municipal corporation, whose mailing address is P.O. Box C, Laramie, WY 82073 (“Lessor”) and OTTERSPLACE, LLC., a Wyoming Limited Liability Company, whose mailing address is P.O. Box 13469, Jackson, WY 83002 (“Lessee”). Lessor and Lessee shall collectively be known as the “Parties.”

**RECITALS**

WHEREAS, the Lessor is the owner of certain real property as described herein, hereinafter “Real Property”, located in the City of Laramie, Albany County, Wyoming; and

WHEREAS Lessee desires to install, at minimum, two (2) AC Level 2 EV public charging stations, utilizing 4 parking spaces and provide any and all maintenance, services, and upkeep pursuant to this agreement; and,

WHEREAS, Lessor has determined it is in its best interest to enter into this Lease and Service Agreement; and

WHEREAS, the Lessor and the Lessee desire to enter into a lease agreement of property for the purpose of furnishing, installing, maintaining, and operating electronic vehicle (“EV”) charging stations upon the terms and conditions herein.

**TERMS AND CONDITIONS:**

NOW, THEREFORE, in consideration of the following terms the Parties agree as follows:

1. **RECITALS.** The above recitals are incorporated herein and made a part of this lease as if restated in full.
2. **PREMISES.** Lessee acknowledges and understands that this lease is for real property only. The Lessor hereby leases to the Lessee the four (4) parking spaces located at or on a public street in downtown Laramie or at a location to be mutually agreed upon by the parties and attached to this agreement by Exhibit, which said Exhibit will be incorporated herein; together with the right of ingress and egress. Lessee accepts the premises “AS IS” without any express or implied warranties as to its condition or fitness for a particular purpose.
3. **PRIMARY SERVICES.** Lessee shall install, at minimum, two (2) AC Level 2 EV public charging stations. In addition to installation, Lessee shall complete the following services:
  - a. Design and preparation of plans and specifications for the proposed locations per Lessor’s standards.
  - b. Coordinate with all applicable agencies to obtain necessary permits.

- c. Coordinate with Rocky Mountain Power on any new power feeds, transformer, and meter installations required.
  - d. Be solely responsible for any payments, fees, and costs associated with the installation of transformers, including the pad mount or any other infrastructure needed for installation.
  - e. Ensure all work is conducted by Lessees holding all necessary State of Wyoming or City of Laramie licenses as public works Lessees qualified for the work necessary for the installation of the EV charging stations.
  - f. Securing and complying with City encroachment, building, electrical or any other permits necessary for the EV charging station installations.
  - g. Installation of electrical conduits and electrical connection to supply power for the complete installation and operation of the EV chargers.
  - h. Furnishing EV charger materials and equipment for a complete in-place system.
  - i. Testing and commissioning of the EV charging stations.
  - j. Enabling and processing point of sale transactions while providing flexible payment options that allow for universal public access.
  - k. Providing timely maintenance services and 24 hours, 7 days a week customer support.
  - l. Posting contact information for the public at the site.
4. **TECHNICAL SPECIFICATIONS.** In addition to the above services provided by Lessee, Lessee herein agrees to comply with the following specifications for installation and maintenance:
- a. Provide high quality and visually attractive materials that are secure and weatherproof, including resistant to rain, snow, and wind.
  - b. Ensure that all equipment is certified and compliant with all local, State, and Federal regulations and requirements.
  - c. Ensure compliance with the Americans with Disabilities Act (“ADA”).
  - d. Be fully networked to allow for the management of charging operations; including, but not limited to, operational status, pricing, power distribution, and charging notifications.
  - e. Be accessible to all members of the public, with no membership to a specific network required for access.
  - f. Be capable of accepting and processing point of sale transaction payments of all major credit cards and ATM cards through a secure system.
  - g. Provide web-based station location and real-time availability.
  - h. Provide screen display that is user-friendly and easy to operate. Displays shall be LCD, LED, or equivalent.
  - i. Will be capable of usage data collection.
5. **EXPANSION.** The parties herein agree that during the term of this Agreement the parking spaces may be expanded from four (4) to a maximum of twenty-five (25) with the installation of additional fast charging capacity. In order for expansion to occur, the parties will mutually agree to the expansion in writing, which writing will be attached to this Agreement and include a description of the additional parking spaces. In the event an expansion is mutually agreed upon, the terms and conditions of this Agreement will remain the same.

6. TERM. Subject to the terms and provisions of this lease, the term of this lease shall be for Ten (10) years commencing on the 1st day of March 2023, and terminating on the 30th day of April 2033, unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew this lease for two (2) additional five (5) year periods beyond the termination date of the original lease term on terms to be negotiated in good faith by the parties. At or before the end of the term of this lease, the parties will negotiate in good faith for a new lease with the same term and provision for renewal provided in this lease. All terms and covenants of this Lease Agreement shall remain in effect for each renewal period.

In the event Lessee terminates services before the end of the term of this lease, Lessee will provide immediate notice to Lessor, in writing, indicating the date of termination. Said notice shall be no less than 30-Days prior to termination. Upon the termination date, this agreement will be considered terminated. On or before the termination date, Lessee will remove any and all equipment pursuant to the Lessor's wishes and designations.

7. RENTAL FEE. Lessee shall pay to Lessor One Hundred Dollars (\$100.00) in annual installments on or before the 1st day of March each year. After the lease term of Ten (10) years and any renewals, the rental fee may be increased, renegotiated or changed, and new methods of calculation may be used.
8. CONDITION OF PREMISES. Lessee covenants with the Lessor that Lessee has received the premises in good order and condition and at the expiration of the Lease, Lessee will yield up the premises to the Lessor, its successors or assigns, in as good order and condition as when the premises were entered upon by Lessee, ordinary wear excepted. Lessee also agrees to keep the premises in good repair and a neat and sanitary condition at all times during the term of the Lease at Lessee's own expense.
9. PERMITTED USES OF PREMISES. The use of the leased premises shall primarily be for purposes associated with the services provided by Lessee and the EV Charging Stations. The Lessee shall have the right to occupy and use the premises for the purpose of furnishing, installing, maintaining, and operating electronic vehicle ("EV") Charging Stations.
10. PROHIBITED USES. Lessee expressly agrees:
  - a. Lessee shall not store any explosives, toxic, flammable, combustible or other hazardous materials in or near the lots, as it is strictly prohibited. In all events, such materials must be properly handled and safely stored. Lessee shall not perform any hazardous operations in the on the premises.
  - b. Lessee shall not erect or permit to be erected any signs on the premises without written consent of Lessor.

11. **INSURANCE AND INDEMNIFICATION.** Lessee shall at all times during the term of this Agreement, maintain the following insurance:
- a. **Comprehensive General Liability.** Lessee shall have and maintain comprehensive general liability insurance 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 in an amount not less than five hundred thousand dollars (\$500,000.00) each occurrence and one million dollars (\$1,000,000.00) in the general aggregate.
  - b. **Workers Compensation or Employers Liability Insurance.** Lessee shall provide proof of workers compensation coverage, for all its employees who are to work on the projects described in this Contract. Lessee's coverage shall be under the Wyoming Workers Safety and Compensation program, if statutorily required, or such other workers compensation insurance as appropriate. Lessee's insurance shall include A Stop Gap coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident and disease. Lessee shall have also supply proof of workers' compensation and employer's liability insurance on each and every subLessee before allowing that subLessee on the job site.
  - c. **Business Automobile Liability.** Lessee shall maintain, during the entire term of the contract, automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
  - d. **Coverage.** 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. Lessee 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.
  - e. **Additional Insured.** All insurance policies required by this Contract, except workers' compensation, shall name City as an additional insured, and shall contain a waiver of subrogation against City, its agents and employees. Lessee shall provide, upon request a copy of an endorsement providing this coverage.
  - f. **City's Right to Reject.** The City reserves the right to reject a certificate of insurance if Lessee's insurance company is widely regarded in the insurance industry as financially unstable. This would include but is not limited to insurance companies with no less than AVIII rating in the A.M. Best insurance rating guide.
  - g. **SubLessees.** The insurance requirements set forth above apply to all subLessees. It is Lessee's responsibility to ensure that its subLessees meet these insurance

requirements. City has the right to review the Certificates of any and all subLessees used by the Lessee.

- h. **Cancellation.** 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 Lessee or their insurers to City. 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.
12. **UTILITIES.** Lessee is responsible for all utilities consumed or used at the premises. All utility arrangements, including hook-up payments, surveying, etc., shall be the sole responsibility of the Lessee. Lessee agrees to assure that all utility accommodations and arrangements conform to all applicable laws.
13. **CONDITION OF PROPERTY.** Lessee shall keep the premises neat, clean, safe and orderly at all times, free of waste, rubbish and debris. There shall be no outside storage on the premises of boats, campers, vehicles or other material or equipment, except as authorized in this Lease. Lessee is responsible for the sanitary and safe removal of all trash and hazardous materials to an off-property site.
14. **RELATIONSHIP BETWEEN PARTIES.** Lessee is performing services and duties under this Agreement as an independent contractor and not as employee, agent, partner, or joint venture with the Lessor and nothing herein shall be construed to be inconsistent with this relationship or status. The Lessee is not entitled to any benefits provided by the Lessor to its employees, including but not limited to, retirement benefits, pension plans, health insurance, vacation time, sick leave time, workers' compensation or unemployment insurance. The Lessee shall pay all of their own taxes on compensation paid to the Lessee pursuant to this Agreement.
15. **ADDRESSES FOR NOTICES.** All rent and any notices shall be paid at or sent to the Lessor at the following address:

CITY OF LARAMIE  
P.O. Box C,  
Laramie, WY 82073

All notices to the Lessee shall be sent to:

Otterspace, LLC.  
P.O. Box 13469,  
Jackson, WY 83002

16. **NON-ASSIGNMENT.** Lessee shall not assign this lease, nor shall Lessee sublet the premises to third parties or any part thereof or allow any other third party to lease in exchange for rent or other compensation without the written approval of Lessor. In

this connection, the Lessor acknowledges that the Lessee will make a substantial investment on the premises and, therefore, consent shall not unreasonably be withheld to any such assignment, sublease or storage to any responsible corporation, individual or other business entity capable of receiving the same provided the assignee or buyer executes a new agreement with Lessor or executes this agreement as an additional Lessee. Neither this Lease nor any interest herein nor any estate created hereby shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or in any other way by operation of law.

17. ENVIRONMENTAL. Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that Lessee shall not dispose of, nor allow any disposal, spill, leakage, burial or other form of disposition of or contamination by any substance on the leased premises, which substance is listed at the time as hazardous or potentially hazardous by or under the United States Environmental Quality regulations, and further that Lessee shall indemnify and hold Lessor harmless for any costs of cleanup, liabilities, judgments, fines, penalties or any other expenses resulting from Lessee disposing of such substance on or allowing any leakage, spill, burial or other form of disposition of or contamination by such substance on the leased premises.
  
18. DEFAULT AND TERMINATION.
  - a. If Lessee defaults in the performance of any terms of this Agreement and that default remains for a period of thirty (30) days after written notice of default to Lessee at Lessee's address above, Lessor may terminate this Agreement or declare the full amount of rent remaining to be paid hereunder due and, in the former event, may re-enter and repossess all of the premises, with process of law, and remove Lessee and require Lessee to remove the building and personal property from the premises. Lessor may also use any manner allowed by law to regain possession of the premises including but not limited to forcible entry and detainer under the laws of the State of Wyoming and Lessee shall be subject to eviction and removal with process of law. Lessor shall also be entitled to recover all costs, rental fees, attorney fees and expenses due Lessor by Lessee.
  
  - b. Upon termination of this Agreement, whether by expiration of the term or through termination, the Lessee shall within sixty (60) days from date of notice remove all personal property from the premises. If Lessee does not remove such property within sixty (60) days after the termination or expiration of this Agreement, Lessor may sue Lessee in any manner allowed by law to evict Lessee and such property including but not limited to forcible entry and detainer and eviction. Lessor shall have a lien on such property and may foreclose on the same pursuant to the laws of the State of Wyoming.
  
  - c. Neither party shall be held to be in breach of the Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control. However, this shall

not apply to failure by Lessee to pay rental fees or other charges pursuant to this Agreement.

- d. Upon termination or expiration of this Agreement, and provided a new lease is not negotiated pursuant to paragraph four, said Lessee agrees to surrender and deliver up possession of the premises to Lessor, and Lessee shall have the right to remove the equipment from the premises provided it leaves the premises in the same or better condition as when entered upon by Lessee; in the event Lessee does not remove the equipment within a period of thirty (30) days after the termination or expiration of this Agreement Lessor may sue Lessee in any manner allowed by law to evict Lessee and Lessee's equipment from the land including but not limited to forcible entry and detainer and eviction.
  - e. This Agreement may also be terminated upon mutual written agreement by the parties or pursuant to Section 5 of this agreement.
  - f. The parties are entitled to all rights pursuant to the laws of the State of Wyoming regarding unlawful entry and detainer, the foreclosure of liens, and the power of eminent domain.
19. ATTORNEY'S FEES. In the event this Lease Agreement is placed in the hands of an attorney for collection of rental fees or any damages, or any portion thereof, due to becoming due hereunder, or to take possession of the premises, or to enforce compliance with the Lease Agreement, or for failure to observe any of the covenants of this Lease Agreement, or for Lessor's defense of any claim arising out of Lessee's omission or negligence, the Lessee agrees to pay the Lessor's reasonable attorney's fees, costs incurred by Lessor's attorney and Court costs.
20. ADDITIONAL COVENANTS.
- a. COMPLIANCE WITH LAWS. Lessee shall comply with all applicable municipal, state and federal ordinances, laws, rules and regulations as they are now in effect or hereinafter enacted.
  - b. INDEMNIFICATION. The Lessee shall release indemnify, and hold harmless the state, City, and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of Lessee's failure to perform any of the Lessee's duties and obligations under or in connection with the negligent performance of Lessee's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Lessee's malpractice performance under this Contract.
  - c. MODIFICATION. No modification of the terms of this Agreement shall be effective unless such modification is in writing, signed and dated by the parties.

- d. NONWAIVER. Any waiver by Lessor of any breach of any covenant herein to be kept and performed by Lessee shall not be deemed as a continuing waiver and shall not operate to prevent Lessor from declaring a forfeiture for any succeeding breach, either of the same or other covenant.
- e. CORPORATIONS. If this Lease Agreement is entered into by a corporation, the signing officers warrant and represent that they have the authority to bind the corporation to this Lease and agree to provide Lessor with a certified copy of the resolution allowing the same.
- f. RETENTION OF GOVERNMENTAL IMMUNITY. By entering into this Lease Agreement, Lessor does not waive its Governmental Immunity, as provided by any applicable law, including W.S. 1-39-101 et seq, and retains all immunities and defenses provided by law with regards to any actions, whether in tort, contract or any other theory of law. This Lease Agreement is for the sole benefit of the parties and is not intended to be for the benefit of any other third party or entity.
- g. WYOMING LAW. This Agreement shall be construed in accordance with the laws of the State of Wyoming.
- h. SEVERABILITY. If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- i. NO THIRD-PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
- j. HEADINGS. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.
- k. ENTIRE AGREEMENT. This document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

***[SIGNATURES ON FOLLOWING PAGE]***

**SIGNATURES**

By signing below the parties agree to the above terms. Additionally, any person signing certifies that he or she has been properly authorized to enter into this Agreement by his or her respective party. All covenants, stipulations and agreements in this Lease and Service Agreement shall extend to and bind the heirs, legal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Lease and Service Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF LARAMIE,  
Lessor

OTTERSPLACE, LLC.,  
Lessee

BY: \_\_\_\_\_  
Brian Harrington, Mayor and President  
City of Laramie, City Council

BY: \_\_\_\_\_

STATE OF WYOMING                    )  
  ) SS:  
COUNTY OF FREMONT                )

**NOTARY**

I hereby certify that, on this \_\_ day of \_\_\_\_\_, 20\_\_, \_\_\_\_\_ personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal:

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires:

STATE OF WYOMING                    )  
  ) SS:  
COUNTY OF FREMONT                )

**NOTARY**

I hereby certify that, on this \_\_ day of \_\_\_\_\_, 20\_\_, \_\_\_\_\_ personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal:

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: