

LEASE OF PUBLIC PROPERTY

LESSOR: City of Port Orford hereinafter referred to as "CITY"

AND:

LESSEES: Sierra Izumida, individually and DBA Siskiyou Discovery School hereinafter referred to as "Siskiyou"

RECITALS:

The City is the owner of the Buffington Memorial Park on which a certain improvement known as the A-frame building is located. Siskiyou wishes to lease the building from the City.

IN EXCHANGE IN A MUTUAL COVENANCE CONTAINED HEREIN

THE PARTIES AGREE:

1. ORIGINAL TERM. The City hereby leases to Siskiyou the A-frame in the Buffington Memorial Park for one (1) year commencing on April 1, 2023 and continuing through March 30, 2024. The Lease shall continue from year to year unless either party gives the other written notice not less than 90 days prior to the end of the annual lease period that the lease is to be terminated by the election of that party. Lease may be terminated by either party at any time with a 30-day termination notice. Such notice must be in writing. Other than the first year of the lease, each year the parties will meet and negotiate a rental amount for the succeeding year. The parties will sign an addendum to the lease each year setting out what the succeeding years lease payment will be.

2. POSSESSION. This lease shall commence on April 1, 2023 and continue through March 30, 2024. Lessee accepts the Premises in AS IS condition and Lessor makes no representation or warranty as to the condition or suitability of the Premises. **3.**

RENT. Siskiyou shall pay the City \$120.00 per month for this first year's lease. However, the City will continue to pay all utilities, including electricity, water and sewerage, and at its own cost provide regular cleaning of the building. Rent shall be due on the 1st of the month.

4. PERMITTED USE OF THE PREMISES. The premises shall be used for the business of Siskiyou and shall be available for rent by City when Siskiyou is not occupying the building. . Siskiyou shall secure liability insurance for the property and add the City as an additional insured. Siskiyou shall assume any and all risk in connection with the use of the premises and will hold the City harmless for any damage or injury directly or indirectly

arising from such use. Lessor is not obligated to make any improvements nor to maintain the Premises for the intended purpose of this lease.

5. RESTRICTIONS ON USE. In connection with the use of the premises, Siskiyou shall:

(a) Conform to all applicable laws and regulations of any public authority affecting the premises.

(b) Refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rate, or would prevent City from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor, allowing City to obtain reduced premium rates for long-term fire insurance policies.

(c) Refrain from loading the floors beyond the point considered safe by a competent engineer or architect selected by City.

(d) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior walls, windows, or roof of the premises

(e) Siskiyou shall not store anything outside. Siskiyou shall use only trash and garbage receptacles provided by City. Siskiyou shall dispose of trash and other matter in a manner acceptable to City.

6. REPAIRS & MAINTENANCE OBLIGATIONS. All repairs and maintenance of the building shall be the responsibility of the City.

7. ALTERATIONS PROHIBITED. Siskiyou shall make no substantial improvements or alterations to the building without first obtaining City's written consent.

8. OWNERSHIP OF ALTERATIONS. All improvements and alterations performed on the leased premises will be coordinated by the City

9. LIABILITY INSURANCE. Before going into possession of the Premises, Lessee shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Lessee's cost: comprehensive general liability insurance in responsible company with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in general aggregate. Such insurance shall cover all risks arising directly or indirectly out of Lessee's activities on or any condition of the premises whether or not related to an occurrence caused or contributed to by Lessor's negligence. Such insurance shall name Lessor as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring 10 days' written notice to Lessor before any change or cancellation shall be furnished to Lessor before Lessee's occupancy of the property.

10. DESTRUCTION. If the leased premises are destroyed or damaged such that the cost of repair exceeds 20 percent of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Siskiyou shall be entitled to the reimbursement of any prepaid amounts paid by Siskiyou and attributable to the anticipated term.

12. INDEMNIFICATION. Siskiyou agrees to indemnify, defend, hold harmless, discharge, release and forever acquit City, its elected officials, officers, and employees from and against any and all claims, demand, suits, and proceedings brought against City, for loss, property damage (including damage to the property which is the subject of this agreement), personal injury or death that are alleged to have been caused by Siskiyou or any others in connection with the activities subject to this agreement. Siskiyou's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the property which is the subject of this agreement), personal injury or death is determined to be caused by or resulting from the sole negligence of City and/or its employees. Siskiyou recognizes that its obligation to City under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and other expenses of litigation arising out of such claims or lawsuits.

13. ASSIGNMENT AND SUBLEASE. No part of the leased property may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of City. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. City is not obligated to give consent.

14. DEFAULT IN RENT. Failure of Siskiyou to pay any rent or other charge within 5 business days after written notice that it is due is a default.

15. DEFAULT IN OTHER COVENANTS. Failure of Siskiyou to comply with any term or condition or fulfill any obligation of the lease other than the payment of rent or other charges within 15 days after written notice by City specifying the nature of the default with reasonable particularity is a default. If the default is of such a nature that it cannot be completely remedied within the 15 day period, this provision shall be complied with if Lessees begin correction of the default within the 15-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

16. **ABANDONMENT.** Failure of Siskiyou to occupy the property for 35 days or more for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease, shall be an abandonment of the property.

REMEDIES ON DEFAULT:

17. **TERMINATION.** In the event of default the lease may be terminated at the option of City by notice in writing to Siskiyou. City shall be entitled to recover damages from Siskiyou for the default whether or not the Lease is terminated. If the lease is terminated, Siskiyou liability to City for damages shall survive such termination, and City may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

18. **NON-WAIVER.** Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

19. **NOTICES.** Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after being deposited in the United States mail as certified or registered mail, postage prepaid, addressed to the following address:

City of Port Orford Siskiyou Discovery Home School

Port Orford, OR 97465 Port Orford, OR 97465

or to such other address as may be specified from time to time by either of the parties in writing.

OWNER/LESSOR

TENANT/LESSEES

City of Port Orford

Sierra Izumida, individually and DBA Siskiyou
Discovery School

Date: _____

Date: _____