

CITY OF SWEET HOME/SWEET HOME BOYS AND GIRLS CLUB, INC  
JIM RIGGS COMMUNITY CENTER  
LEASE AGREEMENT

This Agreement is made this 17<sup>th</sup> day of April, 2003  
by and between the City of Sweet Home, hereinafter called the "Lessor" and the Sweet Home Boys and Girls Club Inc, hereinafter called the "Lessee."

WITNESSETH:

In consideration of the covenants and agreements hereinafter set forth, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee does hereby lease and rent from the Lessor, the Sweet Home Jim Riggs Community Center Building located at 870, 880 and 890 18<sup>th</sup> Ave, Sweet Home, Oregon 97386

In consideration of the mutual promises of the parties hereto, it is agreed as follows:

1) TERM: This Lease is made for fifty (50) years commencing from the date of its execution on the following terms and conditions which are expressly agreed to by Lessor and Lessee.

2) RENT: Lessee agrees to pay \$1.00 per year rent for use of the building and grounds.

3) LESSEE'S ACCEPTANCE OF LEASE: Lessee accepts said letting and agrees to pay to the order of the Lessor, the rentals, above stated until this Lease terminates. Said rentals will be paid in advance, at the time of execution of the lease, or annually on or before July 1 of each year.

4) AUTHORIZED USE: Lessee shall use the leased premises for the purpose of operating a Boys and Girls Club and related operations, and for no other purpose without the written consent of Lessor being first obtained. Lessee acknowledges that this lease entitles exclusive use of the portions of the Community Center identified in Exhibit A as attached, and by this reference incorporated herein. Lessee acknowledges that lessor is leasing the remainder of the premises concurrently to the Sweet Home Senior Center, and that use of portions of the leased premises are subject to the applicable provisions of the Facilities Use Agreement, Exhibit "B", and by this reference is incorporated herein.

5) USE OF PREMISES: Lessee shall regularly occupy and use the premises for the conduct of Lessee's business, and shall not abandon or vacate the premises for more than thirty (30) consecutive days without the written approval of Lessor.

6) HAZARDOUS SUBSTANCES: Lessee shall comply with all applicable Federal, State, County and City environmental laws and use regulations. Lessee shall not store any toxic materials on said premises.

7) PAYMENT OF UTILITIES: Lessee shall pay all charges for electricity, gas and other public utilities except for public utilities provided directly by City used on the leased premises throughout the term of this Lease.

8) REPAIRS AND IMPROVEMENTS: Lessor shall not be required to make any repairs, alterations, additions or improvements to or upon said premises during the term of this Lease, except only those hereinafter specifically provided for.

9) MAINTENANCE OF PROPERTY: The Lessee agrees to keep and maintain said premises and all improvements, alterations, additions, fixtures, and equipment including but not limited to heating, ventilating and cooling systems, interior wiring plumbing, drain pipes to sewers and roofing and exterior surfaces, now or hereinafter placed or made thereon in a first class condition, so that the same will always be neat, clean and attractive, and in a good state of repair, damage by fire or other casualty excepted, and all at no expense to the Lessor. In this connection the Lessee agrees to paint and decorate and keep the interior and exterior of said premises in a good workmanlike and attractive condition. The Lessee agrees not to commit any strip nor waste of said premises, nor to permit said premises to be used for any unlawful purposes or in violation of any of the laws, ordinances or regulations of the United States, the State of Oregon, the City of Sweet Home and Linn County.

The Lessee further agrees to voluntarily contribute 20% of all non-program specific revenue to a building maintenance reserve fund for the provision of joint maintenance and improvements by the lessee(s). Non-program specific revenue is defined as all revenues derived from use of and payment by groups or individuals not directly affiliated with the lessee(s).

Allocations from this fund will be authorized annually by the Management Committee to provide for the ongoing maintenance and repair of the facility.

10) GLASS: Lessee agrees to replace all glass broken or damaged during the term of this Lease with glass of the same quality as that broken or damaged at no cost to the Lessor.

11) IMPROVEMENTS BY LESSEE: Lessee shall have the right and privilege, at Lessee's cost and expense, to make such improvements and/or alterations, or to encompass possible partitions, carpentry, painting and electrical wiring and fixtures, plumbing, floor covering and related items needed for the purpose of Lessee. It is further agreed that Lessee shall not exercise the right and privileges granted by this paragraph in such manner as to damage or affect the structure or structural qualities of the building, which will materially alter the basic character of the building. Lessee further agrees that all improvements made upon said leased premises, shall become a part of the property of the Lessor.

12) ICE, SNOW AND DEBRIS: If the premises herein leased are located at street level, then at all times, Lessee shall keep the sidewalks in front of the premises free and clear of ice, snow, rubbish, debris and obstruction; and the Lessee will not permit rubbish, debris, ice or snow to accumulate on the roof of said building so as to

stop up or obstruct gutters or down spouts or cause damage to said roof and will save harmless and protect the Lessor against any injury whether to Lessor or to Lessor's property or to any other person or property caused by the failure of Lessee in that regard.

13) ERECTION OF SIGNS: Lessee may place suitable signs on the leased premises for the purpose of indicating the nature of the business and activities carried on by the Lessee in said premises, provided, however, that such signs shall be in conformance with the laws and ordinances of the State of Oregon and the City of Sweet Home, and provided further that such signs will not damage leased premises in any manner.

14) TREE AND VEGETATION CUTTING: Lessee shall not cut any trees on the property or remove other vegetation without the prior written consent of the lessor.

15) PRUNING AND WATERING LANDSCAPE VEGETATION: Lessee agrees to prune and water the landscape vegetation on the property as needed and keep the property neat and clean of litter, debris and rubbish.

16) RIGHT OF ENTRY BY LESSOR: Lessee will at any and all reasonable times permit and allow the Lessor and its agents and representatives to enter and go upon said leased premises or any part thereof for the purpose of examining the condition of the same or for any other lawful purpose.

17) PAYMENT OF TAXES AND OTHER ASSESSMENTS: Lessee shall pay the general real estate taxes and all other taxes and assessments levied against the premises; and Lessee shall pay all taxes and assessments and license fees connected with the operation of the business of Lessee during the term of this Lease.

18) FIRE INSURANCE: Lessee shall be responsible for carrying insurance on all personal property belonging to Lessee.

19) ASSIGNMENT AND SUBLETTING: The Lease will not be assigned or the premises sublet without the Lessor's prior written consent. Any such assignment or subletting shall in no way affect the personal liability of the Lessee for the complete performance and payment of all obligations due hereunder. Lessor will not unreasonably withhold consent.

20) LIABILITY INSURANCE: Lessee agrees to hold Lessor harmless from any and all claims and demands of any and every kind that may be made against Lessor by reason of or on account of any injury or damage of any kind received or sustained during the term of this lease by any person or property, arising out of the operations conducted by Lessee on said leased premises. Lessee further agrees at all times during the term of this Lease, at the expense of Lessee, to maintain, keep in effect furnish and deliver to Lessor liability insurance policies in form and with an insurer satisfactory to the Lessor, insuring both the Lessor and the Lessee against all Liability for damages to persons or property in or about said leased premises; the amount of said liability insurance shall not be less than \$1,000,000 for injury to one person, \$1,000,000 for injuries arising out of any one accident and not less than \$1,000,000 for

property damage. Lessee agrees to furnish Lessor with evidence of such insurance and the maintenance of policies during the entire term of this lease.

21) INJURIES AND PROPERTY DAMAGE: Lessee shall indemnify and hold harmless Lessor from any and all claims of any kind or nature arising from Lessee's use of the premises, except such as might result from the negligence of the Lessor or Lessor's representatives. Lessee shall at all times during the term of this Lease insure and be responsible for any personal property placed upon the premises.

22) WAIVER OF SUBROGATION RIGHTS: Neither the Lessor nor the Lessee shall be liable to the other for loss arising out of damage or destruction of the leased premises, or the building or improvements of which are a part of the leased premises or which are connected thereto, or the contents of any building or improvement thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Lessor or Lessee or by any of their respective agents, servants or employees. It is the intention and agreement of the Lessor and the Lessee that the rentals reserved by this Lease have been fixed in contemplation that each party shall fully provide his own insurance protection at his own expense, and that each party shall look to his respective insurance carriers for reimbursement of any loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this Lease. Neither the Lessor nor the Lessee shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as joint assured.

23) SURRENDER OF PREMISES: Lessee agrees to quit and deliver up said premises including any alterations, additions, improvements and fixtures heretofore placed upon or annexed to said premises, at the expiration of the term hereof or any sooner termination, in a first class condition as the same now are, ordinary wear and tear, and damage by fire or other casualty excepted.

24) HOLDING: In the event the Lessee for any reason shall hold over after the expiration of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, but shall only create a tenancy at sufferance which may be terminated at will at any time by the Lessor.

25) DEFAULT: Any default by the Lessee in the conditions and provisions of this Lease shall enable Lessor, after a thirty (30) day notice to the Lessee given as specified in this Lease requiring Lessee to fulfill such conditions and provisions, and on the failure of Lessee to do so, to take and use any and all remedies, legal or equitable, to secure the performance of this lease, or its termination, and damages and expenses of its breach, including attorney's fees and costs.

26) FIXTURES: All partitions, plumbing, electrical wiring, additions to or improvements upon said leased premises, whether installed by the Lessor or Lessee, shall be a part of the building as soon as installed and the property of the Lessor unless otherwise herein provided.

27) LIENS: The Lessee will not permit a lien or encumbrance of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

28) RIGHTS OF SUCCESSORS AND ASSIGNS: This lease shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

29) NOTICES: Any notice required or permitted to be given hereunder shall be deemed sufficient, if given by a communication in writing by United States mail, postage prepaid and certified and addressed as follows: If to the Lessor at the following address: 1140 12th Ave, Sweet Home Oregon, 97386, and if to the Lessee at the following address: 870 18<sup>th</sup> Ave Sweet Home Any such notice shall be deemed conclusively to have been delivered to the addressee thereof forty-eight (48) hours after the deposit thereof in said United States Certified mails.

30) ATTORNEY'S FEES AND COURT COSTS: If this lease is placed in the hands of an attorney for collection or enforcement of its provisions, Lessee promises and agrees to pay Lessor's reasonable attorney fees and costs, even though no suit is filed hereon. In the event any party, which shall include heirs, successors, and assigns shall institute and prevail in any action or suit for the enforcement of any of their rights hereunder, the party at fault will pay to the other party reasonable attorney fees on account thereof plus their costs and expenses incurred therein, and attorneys fees and costs on any appeal to any court shall be allowed to the party prevailing.

31) WAIVER: Failure by Lessor at any time to require performance of any of the provisions hereof shall in no way affect Lessor's rights hereunder to enforce the same, nor shall any waiver by Lessor of any breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

32) TIME: Time is of the essence of this Lease and every term, covenant and condition therein contained.

33) LANGUAGE: The language in all parts of this Lease shall be in all cases construed simply according to its fair meaning and not strictly for or against Lessor or Lessee.

34) GRAMMATICAL LANGUAGE: In construing this Lease, it is understood and agreed that the Lessor or the Lessee may be more than one person, that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the plural the singular, and both the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

### 35) RENEWAL

This lease shall be extended and renewed by and against the parties hereto for an additional term equivalent to the original term granted herein, commencing from the expiration of the original term, at the same rental without any deduction of concession, and upon all the above terms, covenants and conditions. However, the extension of

this lease may be changed or modified at the time of the extension, according to the mutual agreement of the Lessor and Lessee.

LESSEE  
Larry Blem  
Board President

4/17/03  
DATE

LESSEE  
J. K. McGuire  
Executive Director

4/17/03  
DATE

LESSOR  
James R. McJannet  
City of Sweet Home Mayor

4/24/03  
DATE

LESSOR  
James R. McJannet  
City of Sweet Home City Manager

4/22/03  
DATE

Approved as to form  
Ruth Sullivan  
City Attorney

Jim Riggs Community Center Lease Agreement  
Boys and Girls Club of Sweet Home  
Exhibit "A"

**JOINT USE AREAS (Scheduled by Sweet Home Senior Center)**

Joint use areas are to be used by either party, in accordance with the terms and provisions of the Facilities Use Agreement.

\*Room/Area Number

101	Community Dining Room
106	Kitchen
124	Arts and Crafts Room
125	Arts and Crafts Storage
126	Arts and Crafts Storage
127	Learning Center

Exclusive Use areas for the Boys and Girls Club of Sweet Home. These areas to be used by others with permission of the Boys and Girls Club of Sweet Home, and in accordance with the Facilities Use Agreement and Policies.

\*Room/Area Number

128	Game Room
129	Boys and Girls Club Activity Area
130	Reception Area
131	Vestibule
132	Foyer
133	Administrative Area
134	Administrative Area
135	Office
136	Mechanical
137	Janitor
138	Storage
139	Women's Shower
140	Men's Shower
141	Boy's Locker
142	Girl's Locker
143	Hallway
144	Hallway
145	Multi-purpose Room
146	Athletic Director
147	Snack Bar
148	Gymnasium

\*Refer to 1/8/99 Building Blueprint for Room/Area designations

## Sweet Home Community Center Rental Policies and Procedures

### General Information

1. The facility shall be assigned on a first-come, first-served basis except for regularly scheduled activities of the Sweet Home Senior Center, Boys and Girls Club of Sweet Home or meetings of boards, committees or Councils of the City of Sweet Home. Other groups or individuals are welcome to use the facilities under the following guidelines. as established by the Community Center Management Committee.

<u>Priority</u>	<u>Group</u>	<u>Fees</u>
		Rental/Admin./Clean
Priority 1	Senior Center/Boys and Girls Club	0/0/0
Priority 2	City of Sweet Home sponsored Activities	0/0/0
Priority 3	Civic/Non-profit/Service Club Groups sponsore	50%/Yes/Yes
Priority 4	*Private (individual) activities and/or events	100%/Yes/Yes
Priority 5	Commercial	100%/Yes/Yes

\*SHBGC and SHCC Agency Staff, Volunteers and Members may rent the facility at 25% discount of established rental fees. All other administrative and cleaning deposit fees still apply.

Rental requests will not be accepted until Community Center activities have been scheduled.

2. Scheduling for use of the facility shall be done Monday through Friday from 9 a.m. until 4 p.m.
  - Scheduling for use of the Gymnasium facility shall be made through the Boys and Girls Club Office located at 890 18<sup>th</sup> Avenue, Sweet Home Oregon 97386 (541) 367-6421
  - Scheduling for the Community Dining Room and Kitchen shall be made at the Sweet Home Senior Center, 880 18<sup>th</sup> Avenue, Sweet Home Oregon 97386 (541) 367-4775
3. The facility and parking lot must be left in its original condition and the user must control parking and noise problems.
4. Applicants must be at least 18 years of age. Groups of minors must be supervised at all times by at least one (1) adult for every ten (10) minor children. All activities and events must be supervised by a responsible Adult 21 years of age or older who must be present during the scheduled use of the facility.
5. Smoking is prohibited in all areas of the building
6. Doors must not be blocked open. Open doors disrupt the cooling and heating system, increase operating costs and create security concerns.



7. Users of the facility must complete and submit a "Facility Usage Application" and a deposit before their use of the facility is confirmed. The non-refundable "administration fee" of \$25.00 is required at this time.
8. Users will be charged for exceeding the reserved time period based on the established fee schedule on a prorated basis to the nearest one-quarter hour. Preparation and clean-up time must be included in the reservation request.
9. Only rooms and equipment as approved on the application are to be used.
10. Gambling/gaming activities or events are allowed by special permit only.
11. The throwing of rice, birdseed, or confetti is not permitted in the building or on the Community Center Grounds.
12. Lit candles or other open flames are not permitted due to Fire Department regulations.
13. A Building Attendant will open the facility 15 minutes prior to the scheduled rental, *may* remain on the premises during use, and close the facility after use. *Depending on the circumstances of the activity.* If a building attendant is not on the premises, you will be given a contact number.

**Rental Fees and Cleaning/Damage and Improper Use Deposits**

**Cleaning/Damage Improper Use Deposits**

- A. Community Dining Room Kitchen Facility
  - Full Day Rentals           \$100.00
  - Hourly Rentals             \$50.00

*(\$25.00 of deposit covers administrative costs and is non-refundable)*
- B. Gymnasium Facility
  - Hourly rentals require no deposit
  - Special Events may require damage deposit

Cleaning/damage and improper use deposits are fully refundable based upon condition of facility after use. Deposits may be withheld and/or additional charges may be applied for damage for the following:

- ⊗ Failure of user to observe rules and regulations.
- ⊗ Failure of user to leave the facility and furniture undamaged.
- ⊗ Failure of user to give advance notice of cancellation.
- ⊗ Disorderly conduct of disturbance.
- ⊗ False representation of the user and its planned activities.
- ⊗ Use of unauthorized areas of facility
- ⊗ Smoking in the facility
- ⊗ Other actions or reasons as determined by the Senior Center, Boys and Girls Club and/or City.

**Facility Use Fee Schedule**

**Community Dining Room and Kitchen Facility           (2 hour minimum)**

Community Facility Use Agreement revised 3/05

Hourly Rate (Mon - Thurs only)	\$20.00/hour without kitchen \$28.00/hour with kitchen
½ Day Rates (4 hours) (Fri – Sun)	\$150.00/ ½ day without kitchen \$175.00/ ½ day with kitchen \$100.00/ ½ day ½ facility without kitchen \$125.00 ½ day ½ facility with kitchen
Full Day Rates (Fri – Sun)	\$300.00/day without kitchen \$350.00/day with kitchen
<b>Community Dining Room ½ facility rental (2 hour minimum)</b>	
Hourly Rate (weekdays/weeknites only) (Mon – Thurs)	\$10.00/hour without kitchen \$18.00/hour with kitchen
<b>Gymnasium Facility (includes Locker and showers, EXCLUDES Snack Bar)</b>	
Hourly Rate	\$7.50/hour – one hour minimum
Special Event Rate	\$75.00 above Dining Room/Kitchen rate

#### Facility Use Application Procedures

1. The facility user must submit a “Facility Usage Application” along with the appropriate deposits before reservation is confirmed:
2. All applications must be submitted at least 2 weeks prior to the event.
3. All fees must be paid in advance of facility use.
4. Additional fees must be paid in advance for specialized equipment use. See Equipment Use section for a detailed listing of items available and fees charged.
5. Any fees, ticket prices, donations solicitations, or charges for programs or services must be indicated on the application and have prior approval.
6. Participant *and/or* group waivers are required for use of Gymnasium and/or athletic equipment.

#### User Responsibilities

1. Users may be responsible for their own set-up, take down, clean up, and storage of tables, chairs, and other equipment depending on schedule or activity. When reserving the facility, users should allow enough time to complete these tasks.
2. Users must exercise care with tables, chairs, and equipment. **Equipment shall be picked up and carried when moving (no pushing, pulling or dragging of furniture allowed).** The removal of chairs and tables from the facility is prohibited. Inside furnishings and equipment shall not be used on the patio or in the park. Damage to equipment may result in the forfeiture of deposits, additional damage charges and assessment of replacement costs.
3. Movement of any portion(s) of the stage is not allowed without prior approval.
4. Decorating or changes to the facility must be discussed at the time of application and approved in advance. The use of cellophane, adhesive or masking tape on tables, walls or ceilings must be approved at the time of application. The use of nails, staples, screws, etc., is prohibited.
5. If additional janitorial maintenance is required other than the normal cleaning process, the user may be charged accordingly.

6. The user is responsible for leaving the kitchen and dining areas clean. Tables and chairs should be washed with bleach and hot water and wiped with a dry cloth. Sinks, stovetops, refrigerators, and counters must be left clean.
7. Kitchen utensils and equipment will not be provided except as listed in the "Equipment Available For Use" section. All parties using the kitchen are responsible for bringing the following items:
  - a. Food supplies (coffee, tea, ice, sugar and cream)
  - a. Food service products (cups, stir sticks, spoons, can openers, pitchers, trays)
  - b. Hot pads, dish rags, cloth towel, tablecloths
  - c. Plastic wrap, containers, foil, etc. for taking home leftover food

**Liability and Regulations**

1. All persons to whom usage of facilities has been granted will hold the City of Sweet Home, Sweet Home Senior Center and the Boys & Girls Club of Sweet Home, harmless from all liability for accidents, illness, or injury to persons, or loss of group or individual property as a result of their activities. All groups and individuals using the facility will take appropriate measures to protect and indemnify the City of Sweet Home, Sweet Home Senior Center and Boys and Girls Club of Sweet Home against any and all claims for such occurrences.
2. Each applicant shall be required to pay such amounts as may be determined by the Senior Center, Boys & Girls Club, Boys and Girls Club, and/or the City of Sweet Home for extraordinary services and equipment that may be required or damages that occur. All groups or individual shall be liable for any damage to equipment or property or creating a condition that is hazardous to others.
3. The City, Senior Center or Boys and Girls Club may, at their discretion, require an applicant to post a bond or deposit to defray any damage or expense to the City resulting from the applicant's use.
4. Applicants may be required at their own cost to retain a commissioned public safety officer, and or a DPSST licensed private security provider and/or liability insurance.

**Cancellation Policy**

Refund of Rental Fees

- 100% Refund                      45 days prior to first scheduled use
- 50% Refund                        14 days prior to first scheduled use
- 0% Refund                         13 days or shorter notice prior to use

1. The Senior Center and/or Boys and Girls Club reserves the right to cancel with due cause and with notice to the applicant any building use reservation. Every effort will be made to accommodate rentals; cancellation will only be made of unavoidable circumstances.
2. All functions must be conducted in accordance with established regulations. The Building Attendant or designated representative may require violators to leave the building or may terminate the function.

Equipment Available for Use

1. Use of equipment shall be requested at the time of application and have approval of the groups administering the facility use request prior to use. Equipment and appliances available for use include:
  - a. Coffee makers – no charge
  - b. Service carts – no charge
  - c. tables – no charge
2. Equipment must be returned to the Building Attendant, or designated storage area at conclusion of use.
3. No equipment may be removed from the facility without prior permission.
4. Equipment may not be moved between rooms or areas unless prior approval has been received.

### **Total Facility Use**

1. Reservations for use of the total facility will be reviewed and approved or denied on a case-by-case basis.

### **Alcohol**

For use of alcohol in the building, you must sign a separate alcohol contract, which explains additional conditions and requirements for use. Activity Sponsor shall be responsible for securing a current, appropriate Oregon Liquor Control Commission License/Permit for serving of Alcohol on the premises or in conjunction with use of the facility.