

RESOLUTION 2022-R

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN
THE TOWN OF EATONVILLE AND THE FAMILY AGENCY**

WHEREAS, the Town of Eatonville owns the Eatonville Community Center; and

WHEREAS, the Eatonville Family Agency, a non-profit corporation, operates out of the Eatonville Community Center; and

WHEREAS, the Family Agency and the Town of Eatonville have not previously had an official lease agreement; and

WHEREAS, both parties agree to enter into the attached lease agreement for a term of five (5) years; now, therefore;

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

THAT: The Mayor is authorized to execute on behalf of the Town of Eatonville the Lease Agreement with the Family Agency, Attached as Exhibit A.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 28th day of March 2022.

David Baublits, Mayor

ATTEST:

Miranda Doll, Town Clerk

**Lease Agreement Between
Town of Eatonville and Eatonville Family Agency**

This Lease is effective _____, 2022 by and between the **Town of Eatonville**, a municipal corporation, hereinafter designated the “Lessor,” and the Eatonville Area Council, also known as **Eatonville Family Agency**, a non-profit corporation hereinafter designated the “Lessee.” The Lessor and Lessee may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. **Premises and Term.** Lessor hereby leases unto Lessee a portion of the building and parking lot located at 305 Center Street West, Eatonville, WA and commonly referred to as the Eatonville Community Center (the “Premises”). The initial term of this Lease shall be five (5) years, but subject to termination as provided below. After the initial term, this Lease shall automatically renew for an additional like term but subject to termination as provided below.

2. **Rent.** Lessee agrees to pay to Lessor the sum of \$1.00 (one dollar) per annum (the “Rent”). The Rent shall be due and payable on the Lease effective date and thereafter on the anniversary date of said effective date. Lessor may change the Rent at any time upon sixty (60) days’ written notice.

3. **Purpose.** The Lessee recognizes that at least 51% of the programs conducted in the Premises must be for low- and moderate-income activities, and other HUD-related programs, and dedicates itself to this purpose, as well as programs to benefit seniors and the general public. Lessee’s failure to maintain the required level of low- and moderate-income activities shall be grounds for terminating the Lease.

4. **Regular Use.** The Lessee shall have use of a portion of the Premises, as set forth below, during the hours of 8:00 am to 4:00 pm Monday through Friday (excepting the Multi-Purpose room during hours of use by the Catholic Community Services Mealsite on Monday, Wednesday and Friday of each week).

- a. Areas for loading and unloading public transportation and merchandise pertinent to agency programs
- b. Parking facilities
- c. The large multi-purpose room and one closet adjacent thereto
- d. Kitchen
- e. Mini-purpose room
- f. 4 office rooms
- g. 2 food bank and/or commodities rooms (one adjacent to the Multi-Purpose Room and one outbuilding designated for Eatonville Family Agency use).
- h. 2 additional garage storage buildings located behind the Center parking lot.

5. **Limited Exclusive Use.** The Lessor also grants the Lessee exclusive use of one-half of the large multi-purpose room for the two full weeks preceding December 25 of each year (with Monday, Wednesday and Friday to be arranged with the Catholic Community Services Mealsite Coordinator). The Lessor further grants the Lessee exclusive use of one-half of the large Multi-Purpose

room for one full week prior to Thanksgiving of each year (with Monday, Wednesday and Friday to be arranged with the Catholic Community Services Mealsite Coordinator).

6. **Non-Regular Use.** Any uses of the Premises by the Lessee, outside of the aforementioned hours and rooms, must be requested by submitting in writing to the Lessor and approved by the Lessor prior to use, also in writing. The Lessee does not retain the authority to grant use by or reserve use of the facilities for any other individual, group or agency. Other individuals, groups or agencies should be directed to the Town of Eatonville to apply for facility rental.

7. **Lessor's Use.** Except as otherwise provided in this Lease, Lessor controls the use of the Premises. The Lessor shall have first call, priority use of the multi-purpose room and the craft room and shall have the right to enter and examine all of the facilities at any time. The Lessor claims the right to take control of the entire facilities during emergency situations, for housing and medical uses, etc.

8. **Keys/Codes.** The Lessee agrees to keep confidential any codes of entry associated with the facilities and only release such codes to employees/agents of the lessee or employees/agents of the Lessor. The Lessee further agrees not to make or distribute copies of keys to the facilities or to change locks or entry codes without the express written permission of the Lessor.

9. **Utilities and Maintenance.** The Lessor will furnish all utilities and regular maintenance at no cost to the Lessee.

10. **Lessee's Repairs and Alterations.** Lessee agrees to keep the premises neat and clean and in sanitary condition, to repair all damage to the Premises caused by Lessee's use other than ordinary wear and tear. Lessee also agrees that, upon termination of this Lease, Lessee shall leave the Premises in good condition, except for ordinary wear and tear. Lessee will not make any alterations, additions, or improvements to the Premises without the prior written consent of the Lessor. Lessee understands that those facilities available for rent by the Lessor must be kept clean and ready for use by other individuals, groups or agencies.

11. **Insurance.** Lessee shall procure and maintain throughout the term of this Lease a policy or policies of general liability insurance of at least one million dollars, at its sole cost and expense, insuring both Lessor and Lessee against all claims, demands, or actions arising out of or in connection with Lessee's use or occupancy of the Premises or the condition of the Premises, including bodily injury or death and property damage.

12. **Indemnification.** Lessee agrees to defend, indemnify, and hold Lessor, its elected and appointed officials, employees, and volunteers, harmless from and against all demands, claims, causes of action, liability, or judgments for injury to person, loss of life, or damage to property occurring on the Premises and arising out of or relating to Lessee's use and occupancy of the Premises.

13. **Termination.** Either Party may terminate this Lease by providing the other Party with not less than 120 days' written notice.

14. **Assignment and Subletting.** Lessee shall not assign this Lease nor sublet the Premises without Lessor's prior written consent, which written consent may be granted or withheld in the sole discretion of Lessor.

15. **Waivers.** One or more waivers of any terms or conditions of this Lease by Lessor shall not be construed as a waiver of a subsequent breach of the same term or condition.

16. **Attorney Fees.** If any litigation is commenced between the Parties in order to enforce or interpret this Lease, the prevailing party in such litigation shall be entitled to recover the reasonable attorney fees and costs it incurs in the litigation.

Signed this _____ day of _____, 2022.

LESSOR:

LESSEE:

David Baublits
Mayor
Town of Eatonville

Alana Smith
Director
Eatonville Family Agency