

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, with an effective date of November 1, 2022, by and between Carbon County School District One, acting by and through its duly authorized Board of Trustees, hereinafter referred to as "District," whose address is 615 Rodeo Street, Rawlins, Wyoming 82301, and Carbon County Board of Cooperative Higher Educational Services, acting by and through its duly authorized Board of Trustees, hereinafter referred to as "CCBOCHES," whose address is 1650 Harshman Street, Rawlins, Wyoming 82301.

### WITNESSETH

NOW, THEREFORE, for and in consideration of the mutual covenants passing by and between the parties and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, District and CCBOCHES agree as follows:

1. **Premises.** District hereby leases to CCBOCHES, and CCBOCHES hereby leases from District, that facility commonly referred to as the Carbon County Higher Education Career and Technical Education Center, along with the seven surrounding acres, hereinafter referred to as the "Premises."
2. **Term.** The term of this lease shall commence on the 1<sup>st</sup> day of November, 2022, and shall expire on the 31<sup>st</sup> day of October, 2024. Following this initial term, this Lease shall automatically renew for additional two (2) year terms unless either party gives written notice to the other party of its intent not to renew this Lease. Written notice of the party's intent not to renew this Lease must be given after February 1<sup>st</sup> and prior to February 28<sup>th</sup> of each year this Lease is set to expire. The parties recognize the term of this Lease may extend beyond the term of the Boards of the District and CCBOCHES. However, the term of the lease is necessary to accommodate the educational planning needs of CCBOCHES. In addition the term will help to ensure that CCBOCHES will be able to provide for the long term planning and development of programs for the educational needs for the benefit of the Districts and its citizens.
3. **Rent.** Because CCBOCHES is considered a governmental agency providing educational programs which have been approved by the department of education, the department of health or another state or educational credentialing agency, W.S. §21-3-110(a)(x), does not apply to this lease. In lieu of rent CCBOCHES, to the extent allowed by Wyoming Statutes, rules and regulations, as well as, the various agreements entered into by CCBOCHES, CCBOCHES agrees to provide the following services:
  - I) CCBOCHES will aggressively pursue partnerships with industry to provide training for Carbon County residents that will lead to gainful employment;
  - ii) CCBOCHES will cooperate with other public agencies to provide training that will assist hard-to-place populations with training that will mitigate barriers to employment;
  - iii) CCBOCHES will coordinate scheduling with the District so that students in the District get preference in access to all academic programming;
  - iv) CCBOCHES will ensure that enrolled District students have unimpeded access to all CCBOCHES courses with no cost to the student;
  - v) The District will provide financial responsibility for the custodial, maintenance, and utility costs of the Carbon County Higher Education Career and Technical Education Center; and

- vi) CCBOCHES provides academic and fiscal responsibility for a variety of comprehensive Career and Technical Education (CTE) offerings.

4. **Use.** CCBOCHES shall have the right to occupy and use the Premises as a general office and educational facility. All such use shall be in accordance with applicable laws, ordinances, rules, and regulations. CCBOCHES agrees not to use or permit the Premises to be used for any other purpose without the prior written consent of the District.

5. **Utilities.** District shall be responsible for the following utilities consumed at the Premises: electricity, gas, water, sewer, and solid waste. District shall not be responsible for any interruption in utility services.

6. **Maintenance/Repairs/Alterations.** The CCBOCHES has examined the Premises and accepts them in their present condition "AS IS" without any warranty or representations on the part of the District as to the present or future condition of the Premises or its fitness for any particular use.

At the end of the term, the CCBOCHES will surrender the Premises in as good a condition as the reasonable use thereof will permit. CCBOCHES shall not make any alterations, additions, or improvements to the Premises without the prior written consent of District. All alterations, additions, and improvements, whether temporary or permanent in character which may be made upon the Premises by either CCBOCHES or District (except furniture or removable trade fixtures installed at the expense of CCBOCHES) shall be the property of the District and shall remain upon and be surrendered with the Premises as a part thereof at the end of this lease without compensation to CCBOCHES.

The District further agrees to keep the Premises and all parts thereof, including the parking lots, in a clean and sanitary condition, free from trash, flammable materials, and other objectionable matters.

The District shall maintain and repair the Premises as needed. CCBOCHES agrees to promptly notify District of necessary or required repairs or maintenance. The District will provide all reasonable and necessary janitorial services, grounds keepers, and the like to maintain the Premises on a day-to-day basis. If CCBOCHES sponsors an event which is considered outside its normal day-to-day services and due to such event additional janitorial costs are incurred then CCBOCHES agrees to reimburse the District the reasonable costs for the additional services.

7. **Mechanic's Liens.** In the event that any mechanic's lien is filed against the Premises as a result of alteration, additions, or improvements made by CCBOCHES, District, at its option, may, after thirty (30) days' notice to the CCBOCHES, terminate this lease and pay the lien after inquiring as to the validity thereof. The CCBOCHES shall reimburse the District the total expense incurred by the District in discharging the lien.

8. **Loss of Property/Injury to Person/Indemnity.** District shall not be responsible for the loss of or damage to property, or injury to persons occurring in or about the Premises by reason of any existing or future condition, defect, matter, or thing in the Premises or the property of which the Premises are a part due to the acts, omissions, or negligence of any representatives, employees, or agents of CCBOCHES or due to CCBOCHES' violation of this Lease. CCBOCHES specifically agrees to indemnify and hold the District

harmless from any and all claims related to its violation of this Lease or due to the acts, omissions or negligence of any representatives, employees, or agents of CCBOCHES.

CCBOCHES shall not be responsible for the loss of or damage to property, or injury to persons occurring in or about the Premises by reason of any existing or future condition, defect, matter, or thing in the Premises or the property of which the Premises are a part due to the acts, omissions, or negligence any representatives, employees, or agents of the District or due to the District's violation of this Lease. The District specifically agrees to indemnify and hold CCBOCHES harmless from any and all claims related to its violation of this Lease or due to the acts, omissions or negligence of any representatives, employees, or agents of the District.

9. **Inspection/Entry.** District, or its agents, shall have the right to enter the Premises at reasonable hours in the day or night to examine the Premises and/or to make such repairs, additions, or alterations as it deems necessary.

10. **Insurance.** The District, at its expense, shall maintain during the term of this lease, fire and extended coverage insurance insuring the improvements located on the Premises, but excluding CCBOCHES' goods, furniture, or property placed in or on the Premises, against damage or loss from fire or other casualty. CCBOCHES shall be responsible for providing, at CCBOCHES' own expense, all insurance coverage, necessary for the protection of its property against loss or damage from fire or other casualty. During the term of this Lease CCBOCHES shall maintain a general liability policy in an amount of not less than one million dollars (\$1,000,000.00) which policy shall name the District as an additional insured and shall further provide that CCBOCHES waives all rights of subrogation which CCBOCHES might have against the District. Likewise, during the term of this Lease the District shall maintain a general liability policy in an amount of not less than one million dollars (\$1,000,000.00) which policy shall name CCBOCHES as an additional insured and shall further provide that the District waives all rights of subrogation which the District might have against CCBOCHES.

11. **Fire/Other Casualty.** If the improvements or Premises are damaged or destroyed, in whole or in part, by fire or other casualty at any time during the term, and if, after such damage or destruction, CCBOCHES is not able to use the portion of the Premises not damaged or destroyed to substantially the same extent and for substantially the same purposes as CCBOCHES used the Premises prior thereto, this lease shall terminate.

12. **Condemnation.** If any improved portion of the Premises shall be taken as a result of the power of eminent domain, this Lease shall terminate at either party's election, made within thirty (30) days after taking.

13. **Remedies of District on Default.** In the event CCBOCHES shall fail to perform its covenants as provided in this Lease or if the leased Premises shall be deserted or vacated and after fifteen (15) days written notice by the District to CCBOCHES at the address provided for herein, the District or its agent(s) shall have the right to and may enter the Premises, either by force or otherwise, without being liable for any prosecution of damages therefor, and may relet the Premises and receive the rent therefor, upon such terms as shall be satisfactory to the District. All rights of the CCBOCHES to repossess the Premises under this Lease shall end. The CCBOCHES shall not be entitled to any surplus accruing as a result of the reletting.

CCBOCHES agrees to pay, as additional rent, all attorney's fees and other expenses incurred by the District in enforcing any of the obligations under the Lease.

14. **Violation of Lease.** Each notice required or permitted to be given under this agreement by one party to the other shall be in writing with a statement therein to the effect that notice is given pursuant to this Lease, and the same shall be given and shall be deemed to have been delivered, served and given when placed in the United States mail, postage prepaid, by United States registered or certified mail, return receipt requested, addressed to such party at the address provided for such party herein. Any notices to District shall be addressed and given to District as follows:

Carbon County School District One  
615 Rodeo Street  
Rawlins, WY 82301

Any notices to CCBOCHES shall be addressed and given to the CCBOCHES as follows:

Carbon County Board of Cooperative  
Higher Educational Services  
1650 Harshman Street  
Rawlins, WY 82301

The addresses stated above shall be effective for all notices to the respective parties until written notice of a change in address is given pursuant to the provisions hereof.

15. **Holding Over.** In the event the CCBOCHES shall remain in the Premises after the expiration of the term of this Lease without having executed a new written Lease with District, such holding over shall not constitute a renewal or extension of this Lease. The District may, at its option, elect to treat the CCBOCHES as one who has not removed at the end of the term of this Lease, and thereupon be entitled to all the remedies against the CCBOCHES provided by law in that situation. Or, the District may elect to treat CCBOCHES' possession as a month-to-month tenancy, and in that event the CCBOCHES shall pay monthly rent in advance based on a proration of the annual rate provided herein.

16. **Assignment and Subletting.** CCBOCHES shall not assign this Lease or sublet any portion of the Premises without prior written consent of the District.

17. **Remedies.** The foregoing rights and remedies are not intended to be exclusive, but in addition to all rights, and remedies each party would otherwise have by law.

18. **Legal Interpretation.** This Lease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Wyoming. The determination that any provision of this Lease is invalid, void, illegal, or unenforceable shall not affect or invalidate the other provisions. All obligations of either party requiring any performance after the expiration of the Term shall survive the expiration of the Term and shall be fully enforceable in accordance with those provisions pertaining thereto. Section titles are for convenient reference only and shall not be used to interpret or limit the meaning of any provision of this Lease.

19. **Governmental Immunity.** Each party is a governmental entity. By entering into this Agreement, neither party waives its governmental immunity.

IN WITNESS WHEREOF, this Lease is hereby executed to be effective as of the date stated above.

CARBON COUNTY BOARD OF COOPERATIVE  
HIGHER EDUCATIONAL SERVICES

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk (SEAL) Date \_\_\_\_\_  
CARBON COUNTY SCHOOL DISTRICT ONE

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk (SEAL) Date \_\_\_\_\_

STATE OF WYOMING )  
 :ss.  
COUNTY OF CARBON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me \_\_\_\_\_, personally appeared, to me personally known, who, being by me duly sworn, did say that he/she is the Chairman of the Board of Trustees of Carbon County Board of Cooperative Higher Educational Services, and that the seal affixed to said instrument is the seal of said institution, and that said instrument was signed and sealed on behalf of said institution by authority of its Board of Trustees acknowledged said instrument to be the free act and deed of said institution.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

STATE OF WYOMING )  
 :ss.  
COUNTY OF CARBON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, \_\_\_\_\_, personally appeared, to me personally known, who, being by me duly sworn, did say that he/she is the Chairman of the Board of Trustees of Carbon County School District One, and that the seal affixed to said instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Trustees and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.