

**COLUMBIA
FALLS**

COLUMBIA FALLS LEASE
December 1971

Bus. Office



LEASE

THIS AGREEMENT, made and entered into the 1st day of December, 1971 by the City of Columbia Falls, Lessor, and the County of Flathead, Lessee;

1. The lessor agrees to lease to the lessee and the lessee agrees to lease from the lessor a portion of the building in Columbia Falls situated on Lots 1, 2, and 3 of Block 43, formerly known as the AAC Club, to be henceforth known as the New City Hall, particularly described as follows:

The former auditorium room and stage, on the West side of the building, also the former kitchen, and also the adjacent store-room off the auditorium.

2. This lease is for the term of 25 years with option to renew for the useful life of the building and will commence on December 1, 1971.

3. The premises hereby leased are leased to the lessee for the sole purpose of operating and conducting a free public library. Cessation of library operation for a period of not less than one year shall operate to terminate this lease.

4. Rental during the first ten years of the term shall be ~~\$5,000.00~~ per year, payable in quarterly installments at the end of each quarter. After the expiration of the first ten year period and each subsequent ten year period, ~~the annual rental shall be subject to renegotiation to reflect economy, conditions expectable for the ensuing ten year period.~~ *there shall not be a payment in line with other leases*

5. The lessee shall have separate electrical service and pay for all electricity consumed on the premises leased to it. All cleaning of its premises shall be accomplished by the lessee.

6. Patrons of lessee shall have full use in common with the lessor of the main entrance on 2nd Street and the hallway into library premises. Cleaning and upkeep of the hallway and entrance shall be the responsibility of lessor. Both parties agree to use good faith effort to minimize mutual interference with one another by such common use. The lessee may also have an entrance on the West side of the building, to be remodelled at _____

use for negotiation

7. Heat, water, upkeep of grounds, and snow-removal shall be the responsibility of lessor. The lessee and its patrons shall have free access to common use with the lessor of restroom facilities. Upkeep of restrooms shall be the responsibility of lessor. The repair and maintenance of the interior of leased premises shall be the responsibility of lessee. Any and all modifications to the premises necessary to fit and maintain the same for library purposes shall be at the expense of lessee.

8. It is expected that the lessor will continue to have and use the movie projector from the projection room overlooking the library main room, under conditions acceptable to both the lessor and the lessee. To the end that use of the movie projector may continue, the parties shall cooperate in good faith so that the movie screen, sound equipment, and projection equipment can be used by both parties. Any substantial use by lessee shall obligate lessee to participate with lessor in costs of operation, maintenance, and repair of such equipment.

9. The lessee may at its own expense make such alterations, additions, and modifications as it shall deem necessary or proper for use of the premises as a public library. All such changes shall be in accordance and compliance with the applicable ordinances and codes for the control of construction and public safety. The lessee shall give the lessor prompt notice of any intended change in the building, and no such work shall be commenced until after a reasonable opportunity for the lessor to consult with the lessee. The lessor shall not be required directly or indirectly to make any alterations, modifications, or changes in the building or grounds.

10. At the termination of the lease the lessee shall remove all shelving, fixtures, and property and repair all damage to the building occasioned by such removal. There shall be no obligation to restore the building and premises to their condition at the time of the commencement of this lease, but the lessee shall take reasonable steps to leave the premises in a condition such that the lessor can make immediate use of the same following the removal of the same.

lessor expects to carry property insurance upon the building, including the portion occupied by the lessee, but any property insurance desired by the lessee for the coverage of its books, records, furniture, fixtures, and other property shall be obtained by the lessee at its own expense. The destruction of the premises or a major portion thereof shall operate to terminate this lease and the lessee shall make its own provision for such insurance as will compensate it by reason of such premature termination.

11. The lessee shall not assign this lease or sublet or part with the premises or any part thereof without first obtaining the written consent of the lessor. This shall not be construed to prevent the lessee from carrying on customary uses of the library for display space, special activities, or temporary projects by other organizations.

12. All property which shall be upon the premises during the term of this lease shall at the sole risk of the lessee and those claiming under it and the lessor shall not be liable to the lessee or any other person for any injury, loss or damage to any person or property in or upon said premises arising from the failure of the lessee to perform its obligations hereunder or by reason of its failure to take necessary precautions for the safe storage of matters and things thereon. The lessee shall indemnify and save the lessor harmless of and from all claims, damages and liability that may be asserted against the lessor by any person claiming as a patron or invitee of the lessee on account of any of the activities of the lessee.

13. Failure of the lessee to perform any obligation of this lease shall entitle the lessor only to claim for money damages, and there is no right on the part of the lessor to cancel this lease for such failure of performance.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this instrument to be executed by their respective duly authorized officers.

mutual release

Attest A. P. Sullivan
City Clerk

By Lloyd A. White
Mayor

Board of County Commissioners
of Flathead County, Lessee

By Clifford E. Haines
Chairman

Attest Richard J. Schuster
Deputy County Clerk and Recorder