

## Lease-District Property

**This Lease, executed on this 11th day of May 2024**, between the **MOLALLA RIVER SCHOOL DISTRICT-MOLALLA**, hereinafter called the Lessor, and the **MOLALLA YOUTH FOOTBALL**, hereinafter called the Lessee,

WITNESSETH:

The Lessor hereby leases to the Lessee the following described premises:

A **storage room** on the property located at **412 South Sweigle St. Molalla Oregon**, and known as the **PE Facility**.

1. **TERM OF LEASE:** The term of this lease is for a period of **twelve months** commencing with the **1<sup>st</sup> day of July, 2024** and ending at midnight on the **30<sup>th</sup> day of June, 2025**.
2. **RENT:** The rent to be paid by the Lessee to the Lessor is as follows:
  - A. Lease amount of **\$1.00** to be paid on July 1, 2024. Said rent will be payable to Molalla River School district at 412 S. Sweigle Street, Molalla Oregon 97038.
3. **USE OF LEASED PREMISES**
  - A. The Lessee shall use said premises during the term of this lease for the conduct of the Lessee's football program, and for no other purpose without Lessor's written consent.
  - B. The Lessee will not make any unlawful, improper or offensive use of said premises; will not suffer any strip or waste thereof; will not permit any objectionable noise or odor to escape or be emitted from the said premises in any way tending to create a nuisance; it will not sell or permit to be sold any spirituous, vinous or malt liquors on said premises; it will abide by the District's "Tobacco-Free Environment" policies GBK and KGC. (See attached.)
  - C. The Lessee will not allow the said premises at any time to fall into such state of repair or disorder as to increase the fire hazard thereon.
4. **UTILITIES:** The Lessor shall provide and pay for heat, water, and electricity.
5. **REPAIRS AND IMPROVEMENTS:**

- A. The Lessee hereby agrees to maintain and keep said premises in good order and repair during the entire term of this lease at Lessee's own cost and expense. Lessee further agrees that it will make no alterations, additions, or improvements to or upon said premises without prior written consent of the Lessor.
6. LESSOR'S RIGHT OF ENTRY: The Lessor, its agents and representatives, at any reasonable time may enter upon said premises for the purpose of examining the condition thereof, or for any other lawful purpose.
7. INSURANCE: The Lessee further agrees at all times during the term thereof, at its own expense, to maintain, keep in effect, furnish and deliver to the lessor, liability insurance policies in, for, and with an insurer satisfactory to the Lessor, naming as additional insured both Molalla River School District, and insuring the Lessor and the Lessee against all liability for damages to person or property in or about said premises, the amount of said liability insurance will not be less than **\$1,000,000.00** combined single limit. Lessee agrees to and shall indemnify demands arising from the negligence of the Lessee, arising from the Lessee's failure to comply with any covenant of this lease on its part to be performed, and shall at its own expense defend the Lessor against any and all suits or action arising out of such negligence, actual or alleged, and all appeals there from and shall satisfy and discharge any judgment which may be awarded against Lessor in any such suit or action.

IN WITNESS WHEREOF, the respective parties have executed this instrument in triplicate.

**LESSOR:**

**MOLALLA RIVER SCHOOL DISTRICT**

By \_\_\_\_\_

Richard A. Gill, Interim Business Manager

Date \_\_\_\_\_

**LESSEE:**

**MOLALLA YOUTH FOOTBALL**

By \_\_\_\_\_

Date \_\_\_\_\_