

County Contract No. _____

LEASE AGREEMENT

between

RESCUE MISSION OF SALT LAKE

and

SALT LAKE COUNTY

[Marv Jensen Recreation Center]

THIS LEASE AGREEMENT is made and entered into this 20 day of MARCH, 2020, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as "OWNER" and the RESCUE MISSION OF SALT LAKE, a Utah nonprofit corporation, hereinafter referred to as "TENANT".

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. OWNER hereby leases to TENANT the facility commonly known as the Marv Jensen Recreation Center located at 10300 South Redwood Road, South Jordan, Utah, Parcel No. 27-15-127-015 (the "Facility"). It is understood and agreed by both TENANT and OWNER that TENANT will only occupy the Facility to provide shelter for up to 70 men on an emergency basis.

2. This Lease Agreement ("Agreement") shall commence on the 18th of March 2020 for thirty (30) days (the "Term") unless sooner terminated in accordance with law or the provisions of this Agreement. This Agreement may be extended for additional 30 day periods by written agreement of both parties approved prior to the expiration of the then existing term as long as a State of Emergency still exists.

3. In consideration of the emergency need to use this facility because of the earthquake that occurred on March 18, 2020, and in conjunction with the Proclamation Declaring a State of Emergency and Invoking Emergency Powers in Salt Lake County, dated March 18, 2020, OWNER leases to TENANT the Facility for no fee. OWNER shall provide cots for up to 70 men. TENANT shall be responsible to provide personnel and all other equipment or materials it uses in its normal course of business.

4. The TENANT shall not sublet the Facility or any part thereof or assign this Agreement without the prior written consent of OWNER, nor shall TENANT use the Facility or permit the Facility to be used for any other purpose than herein stated without the prior written consent of OWNER.

5. The Facility shall be used exclusively by TENANT for emergency housing, programming and services for up to 70 men.

6. Upon termination of this Agreement, TENANT agrees to return the Facility to OWNER in as good a condition as when received, reasonable wear and tear excepted. At the end of the Term, TENANT will deep clean the Facility and make any necessary repairs at TENANT'S sole cost and expense.

7. Responsibility for maintenance shall be as indicated: OWNER responsible for (O); TENANT responsible for (T); Roof (O), Exterior Walls (O), Interior Walls (O), Structural Repair (O), Interior Painting (T), Exterior Painting (O), Yard Surfacing (O), Plumbing lines (O), Equipment and Fixtures (T), Heating and Air Conditioning Equipment (O), Electrical Lines (O) Trash Removal Inside Rented Space (O), Trash Removal of Facility Dumpster (O), Snow Removal (O), Janitor (O), Pest Control (O).

8. TENANT agrees not to alter or make structural changes to the Facility during the term of this Agreement and any thereof without the prior written consent of OWNER.

9. TENANT shall indemnify, defend and hold OWNER harmless as to any damages or liability arising out the TENANT's use or TENANT'S invitees use of the Facility and shall not permit dangerous conditions to prevail on the Facility during the Term.

10. Insurance.

A. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES

1. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause.

2. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

a. Currently rated A- or better by A.M. Best Company;

—OR—

b. Listed in the United States Treasury Department's current Listing of Approved Sureties (Department Circular 570), as amended.

3. TENANT shall furnish certificates of insurance, acceptable to OWNER, verifying compliance with the insurance requirements herein prior to the execution of this agreement.

4. TENANT's insurance policies shall be primary and non-contributory to any other coverage available to OWNER. The general liability policy shall be endorsed with a waiver of subrogation in favor of OWNER.

5. In the event TENANT fails to maintain and keep in force any insurance policies as required herein OWNER shall have the right at its sole discretion to obtain

such coverage and increase the rent paid by TENANT to include the costs of said insurance.

B. REQUIRED INSURANCE POLICIES

TENANT, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

Commercial general liability insurance, on an occurrence form, with OWNER as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate. The policy shall be endorsed to include Abuse and Molestation coverage, food preparation/food borne illness coverage, liability for dispensing medications, and premises medical coverage. The policy shall protect OWNER and TENANT from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from TENANT's operations under this Agreement, whether performed by TENANT itself, or anyone directly or indirectly employed or engaged by TENANT. Such insurance shall provide coverage for premises operations. The policy shall be primary and not contributing to any other policy or coverage available to OWNER whether such coverage be primary, contributing or excess.

11. TENANT hereby grants a continuing right of access to the Facility or any part thereof to OWNER and its employees, agents and representatives. Said access shall be afforded at all reasonable times for the purpose of inspecting the Facility, for necessary repairs and maintenance, for the enforcement of provisions of this Agreement or for any other necessary or reasonable purpose of OWNER.

12. The ownership of any and all permanent improvements and repairs which the TENANT shall make or install in or on the Facility shall remain with the Facility at the expiration of this Agreement.

13. Either party may terminate this Agreement upon giving the other party thirty (30) days written notice of the day of such intended termination without penalty or costs being assessed against the terminating party. Upon such termination TENANT agrees to vacate the Facility on the termination date and return possession thereof to OWNER.

14. In the event the Facility is used or permitted to be used contrary to the provisions of this Agreement, or TENANT is in default of any other provision of this Agreement, the OWNER may immediately terminate this Agreement without liability and hold the TENANT liable for any damages or loss which may arise from said termination.

15. All official notices to be given hereunder shall be in writing to each of the respective parties at the following addresses or such address as either party may designate in writing.

To TENANT at: Rescue Mission of Salt Lake
 463 South 400 West
 Salt Lake City, Utah 84101

To OWNER at: Salt Lake County
 c/o Salt Lake County Real Estate Division
 2001 South State Street, S3-110
 Salt Lake City, Utah, 84190

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IN WITNESS WHEREOF, the Parties have executed this Lease Agreement or caused it to be executed by their duly authorized officials the day and year first hereinabove set forth.

COUNTY:

SALT LAKE COUNTY

By:

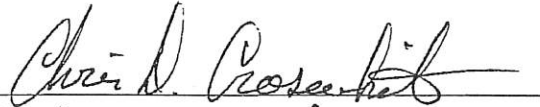


Mayor or Designee

TENANT:

RESCUE MISSION OF SALT LAKE

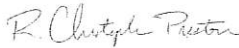
By:



Title:

EXECUTIVE DIRECTOR

APPROVED AS TO FORM:



Digitally signed by Robert Preston
Date: 2020.03.23 15:38:38 -06'00'

R. Christopher Preston
Deputy District Attorney