

## LEASE AGREEMENT

Slade Logistics, fully authorized to sublease warehouse storage space located at 1756 South 4250 West, Salt Lake City, UT 84104, hereafter referred to as the "Owner"

AND Salt Lake County, a body corporate and politic of the State of Utah, on behalf of the Salt Lake County Health Department ("SLCoHD"), hereafter referred to as the "Lessee" hereby enter into the following Lease Agreement (the "Agreement").

The following is agreed:

### 1. GRANT OF LEASE

By the present contract, the Owner agrees to rent to the Lessee exclusive use of a portion of the warehouse facility located at 1756 South 4250 West, Salt Lake City, Utah 84104, for the storage of up to 200 pallets (equivalent to 3,200 square feet of space). Owner also agrees to allow Lessee to park three (3) 16 x 8-foot trailers at the warehouse facility. The Owner guarantees access to warehouse 24 hours per day, 7 days per week. If the Lessee needs additional space to store more than 200 pallets or additional trailers, the Lessee may request the Owner to amend this contract to include additional available space. If additional space is available, the Owner shall agree to amend this contract consistent with the Lessee's request and subject to the same terms contained herein.

### 2. TERM OF LEASE

The term of this Agreement shall be for an initial ten year term, beginning November 1, 2018, unless earlier terminated as hereinafter provided.

### 3. RENT

Total monthly rent is \$4,907.00, payable at the end of the previous month. Payment includes the use of forklift(s). If this contract is amended as provided in Article 1 to include additional space to store more than 200 pallets, the total monthly rent shall increase by a charge of \$10.00 per additional pallet per month or by a charge of \$50.00 per additional trailer per month.

### 4. MAINTENANCE

Throughout the duration of the contract, the Owner shall maintain the warehouse and adjoining compound in a state suitable for the purpose for which the facility is rented; i.e., to provide secure, dry storage of goods. This includes the provision of undamaged roofs, doors and walls.

Where the Owner does not fulfill the above-mentioned duties and damages are left unrepaired, the LESSEE has the right to undertake the repairs and to charge the Owner the full cost of such repairs.

## 5. INSURANCE

The Lessee shall not be held responsible for the partial or total destruction of the warehouse, adjoining compound or enclosure as a result of natural or manmade disasters or an act of war. The Owner shall be responsible for insuring the warehouse property against all such risks.

The Owner will also insure the warehouse and surrounding compound against third-party damages (e.g., fire due to arson or accident, damages due to water, etc.) for the duration of the contract and any subsequent renewals. The Owner shall carry, and provide proof of, liability insurance for injury or damages to the Lessee's personal and/or goods due to intentional acts or negligence on part of the Owner. The Lessee shall be responsible to maintain insurance for Lessee's personal property stored at the warehouse facility.

## 6. UTILITIES AND TAXES

The Owner shall be responsible for all utilities including: Power, heat, water, sewer, and telephone. The Owner shall also be responsible for real property taxes and assessments. The Lessee shall be responsible for any taxes which may be imposed upon Lessee's personal property or business operations.

## 7. RIGHT TO LEASE PREMISES.

The Lessor hereby warrants that it has the legal right to lease the warehouse facility.

## 8. DAMAGE BY FIRE AND OTHER CASUALTY.

In the event that the warehouse facility should be substantially damaged or destroyed by fire or other casualty, then, and in such event, the Lessee shall have the right to terminate this Agreement by giving written notice to the Owner within thirty (30) days after such damage or destruction. If this Agreement is not terminated, then the Owner shall restore the warehouse facility to substantially the same condition it was in immediately preceding the damage or destruction. If the damage or destruction and/or restoration shall substantially interfere with the Lessee's use of the warehouse facility, as provided herein, for a continuous period of forty-five (45) days or more (commencing on the date of the fire or other casualty), then the Lessee may elect to terminate this lease by giving written notice to the Owner within five (5) days after the end of such forty-five (45) day period.

If the warehouse facility is damaged and the Lessee has not terminated the Agreement, rents from the date the damage was sustained to the completion of repairs and restorations shall be reduced on a prorata basis to the extent that the warehouse facility was unusable for storage.

## 9. EARLY TERMINATION

Either party may terminate this Agreement in advance of its expiration date upon giving the other party at least thirty (30) days written notice of the date of such termination. Upon such termination, Lessee agrees to vacate the warehouse facility on the termination date and surrender and return possession to the Owner.



## 10. TERMINATION FOR NON-FUNDING

Lessee intends to request the appropriation of funds for the rental payments due under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, Lessee's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on Lessee as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Owner, its successors, or its assigns as to this Agreement or any portion thereof.

If funds are not appropriated for a succeeding fiscal year to fund performance by Lessee under this Agreement, Lessee shall promptly notify Owner of said non-funding and the termination of this Agreement no later than 30 days prior to the expiration of the fiscal year for which funds were appropriated.

## 11. ETHICAL STANDARDS

The Owner represents that it has not: (a) provided an illegal gift to any Salt Lake County ("County") officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County Code of Ordinances § 2.07 (2010); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

## 12. CAMPAIGN CONTRIBUTIONS

The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by contractors to County candidates. Salt Lake County Code of Ordinances § 2.72A (2010). The Owner acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. The Owner further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

[Signatures on Following Page]

For the LESSEE:  
Salt Lake County

\_\_\_\_\_  
(signature) Mayor or Designee

\_\_\_\_\_  
Gary Edwards  
SCLoHD Approval

\_\_\_\_\_  
(date)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
R. Christopher Preston  
Deputy District Attorney

For the Owner:  
Slade Logistics

  
\_\_\_\_\_  
(signature)

RUSSELL GREENSIDES  
\_\_\_\_\_  
(name printed)

12-3-2018  
\_\_\_\_\_  
(date)