

LEASE AGREEMENT

DATE: 1 May 2016

LANDLORD: Port of Siuslaw
100 Harbor Street
Florence OR 97439

TENANT:

AGREEMENT:

Landlord leases to Tenant the commercial premises described in Exhibit A attached hereto and incorporated herein by reference, upon the following terms and conditions:

1. **Term.** This agreement creates a two year tenancy that commences 1 May 2016 and terminates at midnight, 30 April 2019.

2. **Rental.** Tenant shall pay Landlord rent of \$1900 per month for the building located at 1499 Bay Street, Florence, OR 97439. Rental payments are due on the 1st day of each month and shall be paid to Landlord in person, or by mail to 100 Harbor Street, Florence OR 97439.

3. **Security Deposit.** A deposit in the amount of \$1900 has been made. If the Tenant performs all of the terms, conditions and covenants of this lease, the security deposit shall be refunded at the termination of this lease. If the Tenant fails to fully perform the terms, covenants and conditions of this lease, the Landlord may apply all or part of the security deposit to reimburse Landlord for the damages caused by Tenant. Landlord may also recover from Tenant any unpaid rent or other damages suffered by Landlord by reason of the violation of the lease agreement by Tenant, to the extent such damages or rent exceed the security deposit. If the Landlord keeps all or part of the security deposit at the end of the lease term, Landlord shall give Tenant, within thirty (30) days after the termination of the lease, a written accounting stating specifically the reasons therefore.

4. **Use.** Tenant shall use the premises for retail use exclusively. Tenant shall not use the property for any other purpose without Landlord's written consent. Tenant shall not make any unlawful, improper or offensive use of the premises. Tenant shall obtain all necessary licenses and permits prior to engaging in any activity on the property.

5. **Utilities.** Tenant shall pay, before delinquency, all charges for electricity, water, heat, garbage, sewer and all other utilities and services used in the premises during the tenancy.

7. **Parking.** The premise includes parking on the west side of the building.
8. **Repairs and Maintenance.** Landlord shall make all necessary roof, structural and foundation repairs. Landlord shall have no other maintenance responsibilities, and Tenant shall routinely maintain and repair the premises at Tenant's expense, internally and externally, including landscape maintenance.
9. **Alterations.** No alterations shall be made to the rented premises without Landlord's prior written consent. Alterations shall become property of the Landlord.
10. **Indemnification.** Tenant agrees to defend, indemnify and save Landlord, its agent and employees, from any losses, claims, expenses, judgments, or other damages resulting from injury to any event, participant, or other persons or damage to the property of whatever nature, arising out of or incident to this Lease.
11. **Assignment or Sublease.** No part of the premises may be assigned or subleased by Tenant, nor may right of use of any portion of the premises be conferred on any person voluntarily or involuntarily by any other means, without Landlord's prior written consent.
12. **Vacation.** Upon termination of the tenancy, Tenant shall vacate the premises promptly without notice or demand, deliver keys to Landlord, and leave the premises in good condition, good repair, broom clean and in original condition. Any holdover shall create a month-to-month tenancy only.
13. **Inspection.** Landlord and its agents may enter the premises at all reasonable times for all reasonable purposes.
14. **Liability Insurance.** Throughout the term of this lease, Tenant shall, at his own expense, maintain in force a comprehensive general liability policy. The policy shall name the Landlord as Additional Insured and must provide limits of no less than \$1,000,000 per occurrence. Additionally, the general liability policy will provide coverage for damage to the building caused by the Tenant's negligence in an amount of \$100,000. Certificates of Insurance acceptable to Landlord shall be filed and maintained with the Landlord's office. The Tenant shall request the insurance company provide an automatic notice of policy cancellation to the Landlord.
15. **Real Property Taxes and Insurance.** Landlord is responsible for payment of any and all real property taxes assessed against the property during the term of this lease. Tenant is solely responsible for insurance covering Tenant and Tenant's personal property.
16. **Attorney Fees.** If litigation is instituted by either party concerning this agreement, the prevailing party in the trial court and the prevailing party on any appeal shall recover reasonable attorney fees in addition to costs and disbursements.
17. **Written Notice.** All written notices shall be mailed to Landlord at: 100 Harbor Street, Florence OR 97439; and to Tenant at: _____. Notice shall be deemed given when deposited in the United States mail, certified or registered, addressed as provided in this paragraph with postage fully prepaid.

18. **Default.** If Tenant fails to make rental payments promptly when due, or shall fail to keep any other provision of this agreement, time of payment and performance being of the essence, Landlord may elect to terminate the tenancy and recover possession of the premises without demand or notice and may also pursue any other rights or remedies available to Landlord at law or in equity.

19. **Entire Agreement.** This agreement constitutes the entire agreement between the parties.

LANDLORD:

TENANT:

PORT OF SIUSLAW

By: _____

Steven Leskin
Port Manager

By: _____