



PO Box 775 Driggs, ID 83422
Ph: 208 228 5923 Fax: 208 354 2250

LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease") is executed to be effective as of October 21, 2021, (the "Effective Date"), by and between the Teton School District #401, an Idaho municipal corporation (the "District"), and Teton Valley Food Pantry, Inc., an Idaho non-profit corporation (the "Tenant"). The District and Tenant are individually referred to herein as a "Party" and together as the "Parties".

1. PREMISES.

- 1.1. **Leased Premises.** District agrees to rent to Tenant the property described in *Exhibit A* attached hereto, which is hereby incorporated by reference, and which property is referred to in this Lease as the "Premises."
- 1.2. **Premises' Condition and Tenant's Acceptance.** Tenant has examined the Premises and accepts the same in their current condition and state of repair. District makes no warranty or representation that the Premises are suitable for Tenant's intended use and Tenant accepts the Premises in a "AS IS" condition, except for any conditions shown in Exhibit A that are to be completed by the District or by the Tenant prior to commencement of the Term (as defined hereafter).

2. LEASE TERM.

- 2.1. **Initial Term.** The term of this Lease (the "Term") shall be as described in *Exhibit B* attached hereto, which is hereby incorporated by reference, subject to the Parties' rights under the terms of this Lease to terminate the Lease prior to any time period described in Exhibit B.
- 2.2. **Termination for Convenience.** Notwithstanding any other provision herein, District may terminate this Lease at any time for its convenience and at its sole discretion by giving written notice to Tenant of its intent to exercise this option. In such event, this Lease shall then terminate 60 days following the delivery of such notice. In such event, rent shall be prorated to such termination date and District shall refund any advance rental paid to Tenant within 30 days after such termination date.
- 2.3. **Holding Over.** If Tenant holds over and remains in possession of the Premises after the expiration or termination of this Lease for any reason, with District's

acquiescence and without any other written agreement between the parties, Tenant shall be a tenant at will and the tenancy shall be subject to all provisions of this Lease, except that the term of such holdover shall be at District's will and the rental amount during such holdover shall be 150% of the rental amount in effect immediately prior to the holdover. District shall also be entitled to recover from Tenant all damages that District shall suffer by reason of Tenant holding over and remaining in possession of the Premises after the expiration or termination of this Lease. Tenant shall indemnify, defend and hold harmless District against all claims made by any succeeding tenant against District resulting from delays caused by Tenant in delivering possession of the Premises to such succeeding tenant. Nothing in this paragraph shall be construed as a consent by District to the possession of the Premises by Tenant after the expiration or termination of this Lease for any reason.

3. **SECURITY DEPOSIT AND RENT.** Tenant agrees to provide a deposit in relation to and to pay rent for the Premises in the manner described in *Exhibit C* attached hereto, which is hereby incorporated by reference.
4. **NON-RENT EXPENSES.**
 - 4.1. **Utilities.** Tenant shall pay for all electricity, gas, internet, and phone service relating to the Premises during any Term. District shall pay for (or provide) water, sewer, sanitation/garbage and snow removal services in relation to the District's activities near the Premises during any Term.
 - 4.2. **Maintenance.** Tenant shall keep the Premises in a good state of cleanliness, maintenance, and repair. Tenant agrees that all damage or injury to the Premises by Tenant or by any person who may be in or upon the Premises at Tenant's invitation or with Tenant's permission shall be repaired by Tenant at Tenant's sole cost and expense.
5. **USE OF THE PREMISES.**
 - 5.1. **Tenant's Purpose.** Tenant shall use the Premises solely for the purposes described in *Exhibit D* attached hereto, which is hereby incorporated by reference. Tenant shall not use or permit the use of the Premises for any other purpose without the prior written consent of District. Tenant shall comply with all the terms of this Lease at all times in using the Premises.
 - 5.2. **Compliance with Laws.** Tenant shall not use the Premises for any unlawful purpose or conduct any activity upon or within the Premises which would pose a danger to the Premises or any occupants therein.

- 5.3. Fire Protection.** Tenant shall not do or permit anything to be done in the Premises or bring or permit anything to be brought therein which in any way increases or tends to increase the risk of fire or damage by explosion, or which will conflict with any fire insurance policy on the Premises or any part thereof. Tenant shall not use or permit the use of the Premises in a manner which may increase the rate of fire or extended coverage insurance on the building situated on the Premises over that in effect prior to this Lease.
- 5.4. Alterations.** No alteration, addition, or improvement to the Premises shall be made by Tenant without the written consent of District.
- 6. QUIET ENJOYMENT.** District covenants and warrants that if Tenant shall faithfully and fully discharge the obligations herein set forth, Tenant shall have and enjoy during the Term of this Lease, a quiet and undisturbed possession of the Premises, together with all of its appurtenances, in accordance with the terms of this Lease.
- 7. DISTRICT'S RIGHT OF ENTRY.** District or its agents or invitees may enter the Premises at any time, provided such entry does not unreasonably impair Tenant's use of the Premises for Tenant's intended purposes.
- 8. TENANT INDEMNIFICATION.** Tenant agrees not to do or suffer anything to be done by which persons or property in or about the Premises may be injured, damaged, or endangered. Tenant hereby agrees to defend and indemnify District against and to hold District harmless from any and all claims or demands for uninsured loss of or damage to property or injury or death to any person arising from any cause whatsoever occurring in, upon, or about the Premises during any Term of this Lease or any hold over tenancy, except those for which the District must indemnify Tenant pursuant to Section 9, below.
- 9. DISTRICT INDEMNIFICATION.** The District shall indemnify the Tenant and its employees and volunteers and save them harmless from any and all claims or demands for uninsured loss of or damage to property or injury or death to any person arising out of or resulting directly from any act or omission of the District.
- 10. ASSIGNMENT AND SUBLEASING.** Tenant shall not assign, mortgage, or encumber this Lease. Tenant shall not sublease or permit the Premises or any part thereof to be used by others for any purpose, without the prior written consent of District.
- 11. WASTE PROHIBITED.** Tenant shall not commit any waste or damage to the Premises nor permit any waste or damage to be done thereto.
- 12. DESTRUCTION.** If the building upon the Premises is destroyed by fire, the elements, riots, insurrections, explosions or any other cause, or is so damaged thereby that it

becomes untenable this Lease may be terminated upon seven days' written notice by either District or Tenant.

13. **ENVIRONMENTAL.** Tenant shall not use, handle, store, or dispose of—or permit the use, handling, storage, or disposal of—any hazardous materials in, on, under, or about the Premises. Tenant shall be solely responsible for and shall indemnify, protect, defend, and hold District harmless from and against any and all claims, judgments, suits, causes of action, damages, penalties, fines, liabilities, losses, and expenses (including but not limited to investigation and cleanup costs, attorney fees and expenses, consultant's fees, and court costs) which arise during or after the term of this Lease as a result of the breach of any of the obligations and covenants with respect to hazardous materials and/or any contamination of the Premises directly or indirectly arising from any Tenant's activities on the Premises. The foregoing covenants and indemnities shall survive the expiration or earlier termination of this Lease.

14. **RESPONSIBILITY FOR PERSONAL PROPERTY.** District shall have no obligation or responsibility with respect to the personal property of Tenant or of Tenant's invitees during Tenant's use of the Premises or thereafter. Tenant shall not store or leave ~~her~~ personal property on the Premises except as allowed by the allowed purposes for which Tenant may use the Premises. District shall have no obligation to provide property damage or loss insurance for such property.

15. **DEFAULT.**

15.1. Time and prompt performance of each and every term, covenant, and condition of this Lease is material and of the essence of this Lease. Each term, covenant, and condition is material to this Lease. Performance means compliance that is full and to the letter of this Lease. Substantial compliance is not sufficient. Performance by Tenant is a condition precedent to performance by District.

15.2. The following or any of them constitute an event of default of the terms of this Lease:

15.2.1. Failure by Tenant to pay when due any rent or any other sum herein specified to be paid by Tenant;

15.2.2. Failure by Tenant to use the Premises in compliance with Exhibit D to this Lease; and/or

15.2.3. Failure by Tenant to perform any other obligation under of this Lease.

15.3. Upon the occurrence of any event of default, District may:

- 15.3.1. Declare any and all rent for the remainder of the then-current Term immediately due and payable, and all such amounts shall bear interest at 18% per annum from the date due until paid;
- 15.3.2. Cure any default and charge Tenant the actual costs caused by Tenant's default and incurred in curing such default, which costs shall be immediately due and payable, and all such costs shall bear interest at 18% per annum from the date due until paid; and/or
- 15.3.3. Terminate this Lease by giving written notice to Tenant, effective upon delivery of such notice pursuant to the terms of this Lease.
- 15.4. The remedies provided in this Lease are cumulative in addition to any remedies now or later allowed by law or equity. The exercise of any remedy by District shall not be exclusive of the right to affect any other remedy, allowed to District under the terms of this Lease, or now or later allowed by law or equity.
- 15.5. Any delay by District in enforcing the terms of this Lease, any effort to work with Tenant to cure any default, or any considerations or departures from the provisions of this Section shall not operate to waive or be deemed to be a waiver of any right to require strict compliance with the terms of this Lease or at any time thereafter to require performance by Tenant in strict compliance with the terms of this Lease. Any acceptance of rent or other payments by District shall not operate to waive or be deemed to be a waiver of any default existing at the time of such acceptance.
16. **ATTORNEY FEES.** If any Party engages an attorney to enforce or interpret any provisions of or rights arising under this Lease (including the preparation of any notice of default), the defaulting Party shall, in addition to any other relief to which the non-defaulting party is or may be entitled, pay to the non-defaulting Parties all costs and expenses, including, but not limited to, reasonable attorneys' fees and costs, which the non-defaulting Parties may incur in enforcing this Lease or in pursuing any remedy allowed by law, whether such is incurred by the filing of suit, on appeal, or otherwise. Such costs, expenses, and attorney fees shall be paid in addition to any sums required to be paid to cure said default, or in addition to any other performance required by such party to cure such default, and said default shall not be cured unless and until said costs, expenses, and attorney fees are also paid in full.
17. **PARTIES' STATUS.**
- 17.1. **Independent Parties.** The Parties agree that Tenant's use of the Premises shall be as an independent party, and Tenant shall have no authority to bind the District as agent, employee, or otherwise in any manner. All costs of every kind incurred in Tenant's use of the Premises shall be borne by Tenant. Tenant hereby agrees to

be fully responsible for all acts or omissions of whatever nature of any person in relation to Tenant's use of the Premises, to the full and same extent as if performed by Tenant.

17.2. Relationship of Parties; No Partnership Intended. Each Party and its respective agents, employees, and contractors shall perform the duties of such Party hereunder as an independent contractor, not as an employee, partner, or general agent of or joint venturer with any of the other Parties. The Parties expressly agree that they do not intend hereby to form a partnership under the law of any state, or any other law or regulation. The Parties do not intend to be partners one to another, or partners as to any third party. To the extent any Party, by word or action, represents to another person that any Party is a partner to the other Parties or that the Parties have formed a partnership, the Party making such wrongful representation shall be liable to the other Parties to the full extent that such other Parties incur personal liability by reason of such wrongful representation.

18. NOTICES. Any notice or communication given under this Lease shall be in writing and (a) delivered personally, effective immediately; (b) delivered by overnight express mail (charges prepaid), effective upon receipt; (c) sent by registered or certified mail, postage prepaid, effective upon receipt; or (d) sent by email with receipt acknowledged, effective upon being sent—such notice or communication being given or sent to the person, the address, and/or email address provided on the signature page hereto. Notwithstanding any other provision of this Lease, either Party may at any time change its representative, address, and/or email address for such notices by delivering or mailing to the other Party, in the manner set forth herein, a notice of such change.

19. GENERAL PROVISIONS.

19.1. Successors and Assigns; Assignment. The terms and conditions of this Lease shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party may assign any rights or delegate any obligations under this Lease without the prior written consent of the other Party.

19.2. No Third-Party Beneficiary. No term or provision of this Lease is intended to be, nor may any term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party to this Lease, and no other person, firm, corporation, or entity has any right or cause of action under this Lease.

19.3. Waiver. Failure of either Party to require performance of any provision of the Lease shall not affect either Party's right to require full performance thereof at any time thereafter and the waiver by either party of a breach of any provisions hereof

shall not constitute a waiver of a similar breach in the future or of any other breach or nullify the effectiveness of such provision.

- 19.4. Choice of Law, Venue, and Forum.** This Lease is governed by, and construed and enforced in accordance with, the laws of the State of Idaho. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Lease may only be brought against any of the parties in the state or federal courts in the State of Idaho in and for Teton County, Idaho, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objections to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.
- 19.5. Interpretation.** Each party has participated fully in the review of this Lease. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Lease.
- 19.6. Entire Agreement.** This Lease sets forth the entire understanding of the Parties with respect to the matters set forth in this Lease as of the Effective Date; it supersedes all prior oral or written agreements of the Parties as to the matters set forth in this Lease; and it cannot be altered or amended except by an instrument in writing, signed by both Parties.
- 19.7. Severability.** If any provision of this Lease or any portion of any provision of this Lease is determined to be invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability may not alter the remaining portion of such provision, or any other provision of this Lease, as each provision of this Lease is deemed severable from all other provisions of this Lease.
- 19.8. Obligation and Authority.** This Lease constitutes the legal, valid, and binding obligation of the parties, enforceable against the Parties in accordance with its terms. Each Party has the absolute and unrestricted right, power, and authority to execute and deliver this Lease and to perform its obligations hereunder
- 19.9. Counterparts; Electronic Delivery.** This Lease may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Lease may be signed and delivered electronically (fax or e-mail), a printed copy of which shall be effective as an original. Any Party so delivering such a copy via electronic communication shall deliver an executed original of this Lease to the other Parties upon request.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

District

Teton School District #401

Tenant

Teton Valley Food Pantry, Inc.

By: _____

Name _____

: Monte Woolstenhulme

Title: Superintendent

Address: 481 North Main Street

Driggs, Idaho 83422

Tel.: (208) 228-5923

Email: mrw@tsd401.org

By: _____

Name _____

: _____

Title: _____

Address: _____

Tel.: _____

Email _____

: _____

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Exhibit A
to the
Lease Agreement

The "Premises"

A-1. Premises. The Premises consists of a portion of the real property of the current Teton School District 401 District Office Building, located at 481 N. Main Street, Driggs, Idaho, 83422. The portion agreed to be rented, consisting of the old boys locker room area, small office, old shower area, floor space and shelving at the west storage area, near the large school walk-in refrigerator and freezers. The following are the square footage estimates for those spaces:

| | |
|------------------------|-----------|
| Main area: 16'x43' | 688 sqft |
| Shower area: 12' x 12' | 144 sqft. |
| Office area: 6'x10' | 60 sqft. |

Storage area by the large walk-in Fridge & Freezer:
6' x 10' 160 sqft., and
8' x 12' 96 sqft.

Total: 1,148 sq. ft.

- A-2.** The school district will keep a snowblower stored in the far left, southwest corner of this storage area, to be used by school district staff for snow removal during the winter.
- A-3.** Any future use of the large school walk-in refrigerator and freezer will need to be agreed upon, at an additional rental cost, when needed.
- A-4.** The Food Pantry will have access to the school district custodian closet for the mop bucket, brooms and basic cleaning supplies as needed.
- A-5.** The Food Pantry will have access through the exterior south doors, and interior hallway door near the boys restroom, as needed.

Exhibit A
to the
Lease Agreement

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6' x 10' 160 sqft., and
8' x 12' 96 sqft.

Total: 1,148 sq. ft.

***Amendment 1: January 6, 2022 (per Anne Fortier email)**

Use of large walk in refrigerator and freezer, increase of 133.25 sq. ft, increasing the rental cost by \$53.30/month.

Approved by TSD401: Monte Woolstenhulme

signature: 

date: 1-6-2022

Approved by Teton Valley Food Pantry: Anne Fortier

signature: 

date: Jan 6, 2022

A-6. District Improvements Prior to Term. As referenced in Section 1.2, above, the Premises are offered to and accepted by Tenant in an "AS IS" condition, except for the following conditions, which shall be completed by the District and at the District's expense prior to the Term hereof:

- a. The walls of the Premises shall be painted a neutral color, using latex, low VOC, enamel paint if such is available to the District as the same cost as any other paint (or the Tenant may, at its expense, provide any desired paint).
- b. Exterior door will be replaced with a new door to include a window.
- c. Interior door will be installed between the main area and the west storage area near the walk-in refrigerator and freezer.
- d. Locks will be changed to work with similar keys for Food Pantry staff.

A-7. Tenant's Improvements Prior to Term. As referenced in Section 1.2, above, the Premises are offered to and accepted by Tenant in an "AS IS" condition, except that Tenant may have access to the Premises prior to the Term hereof for purposes of evaluating the Premises and submitting written proposals to the District for certain improvements (listed below), which proposal the District shall consider in good faith and, within 14 days of the submission, provide a response in writing approving, approving with conditions, or denying the proposal. Tenant (and its agents) may, at its own expense, have access to the Premises for the purposes of completing any upgrades approved by the District in accordance with any conditions of such approval. Tenant may have access to the Premises in accordance herewith to propose upgrades to:

- a. The Premises' electrical system and capacity, specifically: upgrades to the breaker boxes to facilitate appliances and similar uses, and the installation of additional lighting similar to existing fixtures.

- b. Sealing the floor of the Premises (previously done).
- c. Install an additional interior door between the main area and west storage space.
- d. Install a new window in the small office area.
- e. Food Pantry Staff will be issued 3 keys, and responsible for the safekeeping and use of those keys. A \$100 key deposit will be made for the issuance of those keys, and any lost keys will be replaced at \$100/key fee. *paid Oct 2021*

Exhibit B
to the
Lease Agreement

The "Term"

- B-1. Term.** The Term of this lease shall include an Initial Term and, if exercised as described herein, a Renewal Term—both as defined in this Exhibit B.
- B-2. Initial Term.** The initial term of this Lease shall be for a period of one year, commencing on the Effective Date and ending at 11:59 p.m. on October 21, 2022 (the "Initial Term").
- B-3. Renewal Term.** Upon the expiration of the original Term of Lease, at 11:59 p.m. on October 21, 2021, this Agreement shall be automatically renewed for up to three (3) one-year periods (each constituting a "Renewal Term") unless, at least sixty (60) days prior to the renewal date, either party gives the other party written notice of their intent not to continue the Agreement. During any Renewal Term, the terms, conditions, and provisions set forth in this Agreement shall remain in effect.

Exhibit C
to the
Lease Agreement

The Security Deposit and Rent

- ✓ paid 10/2021*
- C-1. Security Deposit.** Tenant shall deposit the sum of \$459, BASED UPON FINAL NEGOTIATED MONTHLY RENT security for Tenant's faithful performance of Tenant's obligations under this Lease. If Tenant has fully and faithfully performed such obligations at the termination of this Lease, returns the Premises to the District's control in the same or better condition as it was in at the Effective Date (normal wear and tear excepted), and is not otherwise in default of any obligations under this Lease, then District shall return such deposit within 30 days after the date of such termination.
- C-2. Rent.** Tenant agrees to pay rent for the Premises in the following manner:
- a. Tenant shall pay monthly rent in the amount of \$459, due and payable in advance on the first day of each calendar month. Rent for any period of time between the Effective Date and the first day of the next succeeding calendar month shall be prorated on a daily basis and shall be included in Tenant's payment of the first monthly rent. Rent shall be paid to District at the District's offices located at 481 North Main Street, Driggs, Idaho, 83422.
 - b. In the event Tenant is delinquent beyond the 5th day of any month, Tenant shall (in addition to any past due rent) pay to the District a late charge equal to 5% of the amount past due and all such past due amounts shall bear interest at 18% per annum from the date due until paid.
 - c. In the event any rent payment by check is dishonored for any reason that is not the District's error and/or returned for non-sufficient funds, Tenant shall pay to District an additional processing fee of \$50.00 for each such check.
- C-3. Timing.** The security deposit and first monthly rent payment is due and payable at the time of the execution of this Lease.

Exhibit D
to the
Lease Agreement

Use of the Premises

- D-1. Tenant's Purpose.** Tenant shall use the Premises solely for the purpose of operating a food pantry for the public benefit of Teton County, Idaho. Tenant shall not use or permit the use of the Premises for any other purpose without the prior written consent of District.
- D-2. Signs.** Tenant shall not affix or maintain any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like items on or around the exterior of the building on the Premises without the express written agreement of the District. However, Tenant may create signage (subject to the District's review and approval, as well as applicable laws, ordinances, rules, and regulations) that can be posted on the parking lot, fence, sidewalk, and/or grass areas of the Premises.