

**PARK CARETAKER RESIDENCE
LEASE AGREEMENT**

THIS LEASE is made and entered into on the day hereinafter indicated by and between the CITY OF _____, a Municipal Corporation of the State of Washington, whose address _____, _____, Washington _____, hereinafter referred to as "CITY," and _____, whose address is _____, _____, Washington _____, hereinafter referred to as "LESSEE."

IN CONSIDERATION FOR THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. LEASE PREMISES:

The CITY does hereby lease and let and allow the LESSEE to maintain a: home; mobile home; other; on certain real estate located in _____, Washington, which is described as the caretaker home _____ site, _____ located _____ at _____.

2. TERM:

The term of this lease shall be month to month commencing on the _____ day of _____, 20____, and may be terminated by either party hereto only by providing the other party with sixty (60) days written notice prior to the termination of the lease.

3. OBLIGATIONS OF THE LESSEE:

The LESSEE shall pay to the CITY, the amount of _____ monthly, plus LEASEHOLD tax at 12.84% for rental, which amount shall be paid on or before the _____ day of _____, 200____, and on the _____ day of each month thereafter during the term of this Lease, except as provided hereafter.

In lieu of the payment of _____ of the rent, LESSEE will perform the following duties:

- a. Secure grounds daily by opening and closing gates at _____ Park. The designated gates

_____ Park Lease Agreement

(date) _____

shall be opened daily, which includes weekends and City observed holidays, between 7:00 a.m. and 8:00 a.m. The gates shall be closed in the evening at dusk, which is within thirty (30) minutes after sunset. The grounds will be secured by conducting an inspection of the Park before closing gates to ensure that all visitors are off premises and by inspecting the premises before opening the gates to ascertain if any acts of vandalism have occurred during the night.

- b. Complete a log sheet as directed and submit the same to _____ weekly.
- c. Have a telephone within the lease premises and be available to provide the initial after-hours contact by the Police, Fire, and other emergency services in the event of an emergency.
- d. Assist the public needing assistance at the Park, or as assigned.
- e. Be available after regular hours for service when requested by the City staff.
- f. Upon discovery, immediately report any acts of vandalism or potential vandalism to the proper authorities.
- g. Maintain the surrounding grounds in a neat and orderly manner and appearance. Equipment sheds, recreational vehicles, boats, camp trailers, etc., may not be kept or stored by the LESSEE on the leasehold premises unless LESSEE has received written approval from the Director of Parks and Recreation.
- h. Contain and control any pets or animals owned by the LESSEE to the area immediately surrounding the residence occupied by the LESSEE. Comply with all City ordinances and state laws regarding animals at all times.
- i. Provide for a substitute caretaker, who is pre-approved by the Director of Parks and Recreation, for any time the LESSEE is away from the site and unable to perform the obligations listed above.
- j. Other: _____
_____.

4. HOLD HARMLESS AGREEMENT:

For and in consideration of the mutual conditions in this Agreement, the LESSEE agrees to indemnify and hold harmless and defend the CITY, its elected officials, officers, employees, agents, and representatives from and against any and all losses, damages, costs, charges, expenses, judgments

and liabilities incurred by virtue of the LESSEE'S utilization of the above-described real property pursuant to the terms of this Lease Agreement.

5. USE OF PREMISES:

It is further covenanted and agreed by and between the parties hereto that LESSEE shall utilize the leased premises as a residence and for no other purpose whatever.

6. INSPECTION BY THE CITY:

The CITY or a representative of the CITY may inspect said premises at any reasonable times to ensure if the terms and conditions of this Lease Agreement are being strictly complied with.

7. INSURANCE:

LESSEE agrees to obtain and maintain, during the tenancy of the lease described herein, homeowner's insurance in the minimum amount of \$500,000.00, which shall include liability coverage for injury to any person or property arising from LESSEE'S occupancy of the premises. The CITY shall be named as additionally insured on this policy. The LESSEE agrees to furnish a Certificate of Insurance to the CITY and the CITY shall be notified a minimum of twenty (20) days prior to any cancellation or modification of the policy.

8. DEFAULT AND RE-ENTRY:

Failure of the LESSEE to fulfill and comply with the terms of this Lease Agreement as herein specified, or upon the LESSEE'S violation of any of the terms and conditions of the Lease Agreement, shall constitute grounds for termination by the CITY upon giving LESSEE thirty (30) days written notice. Upon termination of this Lease Agreement, LESSEE shall peacefully remove personal property and surrender possession of said premises. In the event the CITY is required to undertake any legal action of any type whatsoever to enforce the provisions of this Lease Agreement, then, in such event, LESSEE covenants and agrees to pay the CITY for its reasonable attorneys' fees and costs sustained therein.

9. UTILITIES AND SERVICES:

- a. LESSEE shall furnish, and pay when due, all utilities for the leased premises, which shall include, but not be limited to, electricity, gas, water, fuel, garbage service, or any services or utilities used or assess against the leasehold premises, unless otherwise expressly provided for in this Agreement.

b. LESSEE shall be responsible for removal of all garbage from the leasehold premises.

10. ASSIGNMENT OR SUBLEASE:

LESSEE shall not assign, transfer, or encumber this lease, and shall not sublease the premises, or any other part thereof, or allow any other person to be in possession thereof, without the prior written consent of the CITY.

11. ENTIRE AGREEMENT:

This Agreement contains the entire Agreement between the parties, and no modification of this Lease Agreement shall be binding upon the parties unless evidenced by a written agreement executed by the CITY and the LESSEE.

12. TAXES:

LESSEE agrees to pay any and all taxes, which may be owed to the State, County, or City as a result of this Lease Agreement, including, but not limited to, leasehold excise taxes pursuant to RCW Chapter 82.29A.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the ____ day of _____, 20__.

CITY OF _____

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

LESSEE

