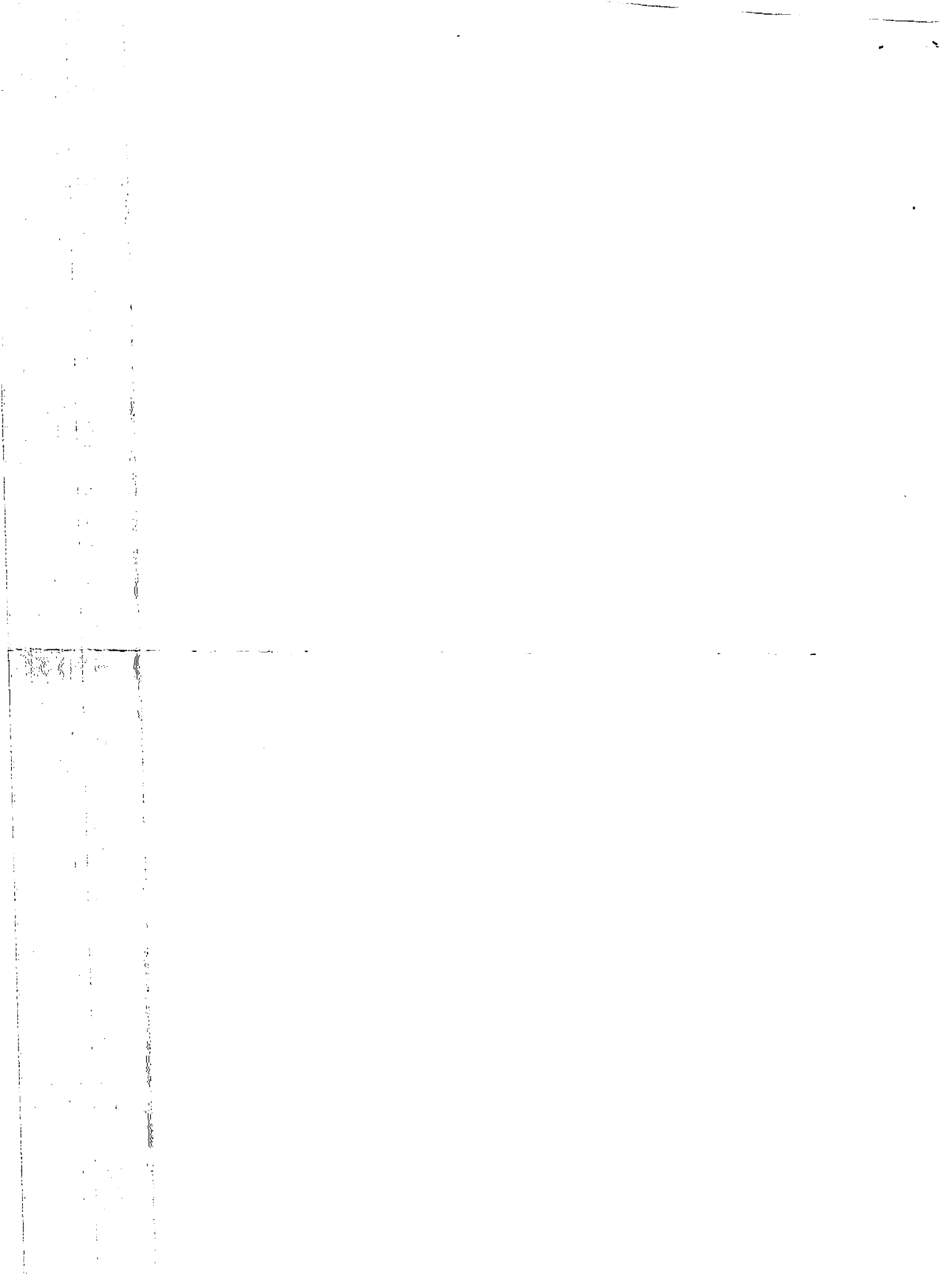


# CITY OF LAKESIDE

## Senior Center Agreement

This is an agreement dated this 4<sup>th</sup> day of August, 2009 by and between the City of Lakeside (City) and the Lakeside Senior Center, Inc. (Seniors) for the rental of space for senior citizen's activities. The space rented is commonly referred to as the Lakeside Seniors Center and is located in the Lakeside City Hall building. In consideration of the mutual promises set forth below, the parties agree as follows:

1. Seniors agree to pay to City the sum of 241.67 per month, due on the first of each month, for the use of the facility, excluding the primary school room and a storage closet on the premises located behind the Lakeside City Hall, Lakeside, Oregon. Rental fee includes utilities.
2. City shall allow the Seniors to sub-rent the facility under the following guidelines:
  - a. A copy of the proposed sub-rental agreement must be made available to the City prior to execution thereof.
  - b. The City Recorder must be notified in writing, and approval obtained from the City Council prior to Seniors entering into any sub-rental agreement.



- c. The City may refuse to allow the sub-rental in its sole discretion.  
However, the City's consent to the sub-rental shall not be unreasonably withheld provided the terms of this section are complied with.
- d. First priority, in case of schedule conflict involving use of the premises, shall be given to the residents of Lakeside.
- e. The City shall receive ten percent (10%) of the sub-rental fee. Note: In cases where a high demand on utilities can be expected the City may, at its option, require further fees to cover expected utility usage.
- f. The conditions of item four (4), noted below, shall apply to all sub-rentals entered into by the Seniors.

- 3. City shall maintain a master key to the facility and may perform unannounced inspections at reasonable times to assure compliance to this rental agreement.
- 4. Seniors shall provide the City Recorder with a current accurate list of Senior Officers. Seniors shall also provide the City with a list of all persons they have furnished with keys to the premises. Each list shall contain the address and phone numbers of the persons listed thereon. Each list shall be updated in the event of any change so that City always has current and accurate lists.

5. City agrees to use its best efforts to maintain the premises and all City owned equipment therein in good working order, and Seniors agree to immediately report any problems with the facilities to City.
6. Seniors agree to defend, indemnify and hold City harmless from any liability, damages, or claims whatsoever arising out of Senior's use of the premises and City owned equipment therein. Seniors further agree to follow all instructions from City regarding proper use of any equipment in the premises, and to operate the kitchen in a safe, hygienic manner, taking all precautions to avoid injury and disease to persons or damage to equipment.
7. In the event the rental payment is not paid in full within 10 days of the due date, City may terminate this agreement if, after delivering written notice of the delinquency to any officer of Seniors, payment is not made within 7 days of receipt of such notice. Notice may be delivered by personal service or by any mode of mailing. If notice is mailed, it shall be deemed received on the second day after mailing.
8. City may from time to time allow waiver of certain provisions of this agreement, but such waivers shall not be construed as waivers of subsequent breaches nor as waiver of the City's right to subsequent enforcement of the provision.

9. The City, in its sole discretion, may require Seniors to maintain liability insurance naming the City as an insured. The liability insurance naming the City as an insured. The liability insurance coverage shall be in the amount determined by the City as reasonably necessary. The City shall provide 30 days advance written notice specifying the date it requires liability insurance to be in effect and the amount of coverage required. Breach of this provision is grounds for immediate termination of this agreement. The City is entitled to documentary proof of the existence and amount of coverage, including a copy of the insurance policy and the declarations page.

10. TAX EXEMPT STATUS: The Seniors warrant and represent that at the time of executing the agreement that they are a tax exempt organization. The Seniors shall maintain this tax exempt status throughout the term of the lease and shall indemnify the City for any property tax liability incurred as a result of this lease.

11. This agreement shall remain in effect for one (1) year from the execution date noted above.

CITY OF LAKESIDE

LAKESIDE SENIORS

By \_\_\_\_\_, Mayor

By \_\_\_\_\_