

## OFFICE AND CLASSROOM SPACE LEASE AT THE ARMORY

THIS LEASE is between the City of Olympia, Lessor, ("the City") and the Olympia School District, Lessee, ("the District") on the following terms and conditions:

**1. LEASE SUMMARY.**

LESSEE.

Name:	Olympia School District
Address:	111 Bethel Street NE
City, State, Zip Code:	Olympia, WA 98506

LEASED PREMISES.

Thurston County parcel number 78204900000 , located at 515 Eastside St. SE, Olympia, WA 98506, Rooms 217 and 218 for office space, and Room 219 for Spanish class and as depicted on **Exhibit "A"**, attached.

TERM.

Ten-month term.

USE OF PREMISES.

Lessee may use the Premises for counseling services meeting space and Spanish classes for the staff and students of Avanti High School, during the 2022-2023 school year. The leased premises are on the second floor of the building, but if there is a need for an ADA accessible meeting space, Armory staff will provide space as needed on the main floor.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

- 2. LEASED PREMISES.** The City hereby leases to the District, and the District hereby leases from the City, the Premises described in paragraph 1 above, located in Thurston County ("the Premises").
- 3. TERM.** This Lease is for a ten-month term, effective upon the date of the last authorizing signature on this Lease.
- 4. CONSIDERATION.** It is the intent of the parties that the use of the Premises is a community benefit and as such a monthly rental fee is not required.
- 5. ACCEPTANCE OF PREMISES.** The District has examined the Premises and accepts them in their present condition, including lack of sprinkler system and audible fire alarm. There are no warranties expressed or implied as to condition apparent or unknown except as otherwise stated in this Lease.

**6. USE OF PREMISES.** The District may use the Premises only for the sole purpose of housing the counseling staff and Spanish classes of Avanti High School, while their building is rehabilitated during the 2022-2023 school year. The counseling staff will use Rooms 217 and 218 for offices and as a location for meeting with students, and Room 219 to be used for Spanish classes. The District further covenants and agrees as follows:

**6.1** Public Wi-Fi is available to guests the Armory. If Internet is needed, the District will provide their own.

**6.2** The City will provide four keys to the District that provide access to the building and the wing which houses rooms 217, 218 and 219. Replacement keys will be provided at the cost of \$5 each. The District will return keys at the conclusion of the lease.

**6.3** The City will not provide cleaning services of rooms 217,218 and 219. District staff may deposit trash in Armory curbside bins for removal.

**6.4** The District may not use the Premises for any other purpose without the written consent of the City; the Premises may be used only for lawful purposes; the Premises must be used in accordance with all applicable building rules and regulations, fire, and zoning codes. The District may use the entire Premises for the conduct of said purpose during the entire term of this Lease.

**7. UTILITIES AND SERVICES.** All utility services to the Premises, with the exception of any additional Internet service required by the District, shall be provided by the City.

**8. INDEMNIFICATION/LIABILITY INSURANCE.** The City, its employees and agents are not liable for any injury (including death) to any persons or for damage to any property, caused, sustained, or alleged to have been sustained by the City or by others as a result of the District's use or occupancy of the Premises, so long as such claim does not result from action or inaction of the City, its employees or agents. The District shall indemnify, defend, and hold the City harmless from all liability or expense in connection with any such items of actual or alleged injury or damage caused by the District. Likewise, the City shall indemnify, defend, and hold the District harmless from all liability or expense arising out of any action or inaction by the City, its employees, or agents.

The District shall, at its own expense, maintain proper liability insurance with the policy limits sufficient to indemnify the City against such liability or expense. The District's self-insurance program through the Schools Insurance Association of Washington constitutes satisfaction of this provision.

**9. WAIVER OF SUBROGATION.** The District and the City hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective insurance contracts, including any extended

coverage endorsements thereto, provided, that this paragraph is inapplicable to the extent it would have the effect of invalidating any insurance coverage of the District or the City.

**10. MAINTENANCE AND REPAIR.** The District shall, at its own expense, keep the Premises in a neat, clean, safe, and sanitary condition and maintain and keep all of the Premises maintained equal in quality to of other owners of similar class properties and conditions in the Thurston County, Washington area, reasonable wear and tear excepted The District shall replace any and all improvements which become worn out, obsolescent, deteriorated, unsafe, or unusable and shall replace such improvements with new fixtures and improvements of at least as good a quality as originally installed at the commencement of this Lease. The District shall keep the Premises free and clear of any liens and encumbrances arising or growing out of the use and occupancy of the Premises by the District. At the City's request, the District shall furnish the City with written proof of payment of any item which would or might constitute the basis for such a lien on the Premises if not paid.

**11. ALTERATIONS AND IMPROVEMENTS.** The District may not make any major structural alterations or improvements to or upon the Premises without first obtaining written approval of the City. Additions or modifications consistent with the approved site plan depicted in **Exhibit "A"** are not a major change. The City shall promptly respond to the District's requests for approval, and such approval may not be unreasonably withheld. Upon installation, the District shall furnish the City with a copy of the "as-built" drawings detailing the nature of the additions, alterations, or improvements.

**12. DISPOSITION OF IMPROVEMENTS.** Within 60 days after the expiration or earlier termination of this Lease, the District shall at the District's expense, promptly and diligently remove, demolish, or clear off from the leased Premises all or any designated portion of the improvements and other property owned by the District.

**13. INSPECTION.** The City reserves the right to inspect the Premises at any and all reasonable times throughout the term of this Lease, provided that the City may not interfere unduly with the District's operations.

**14. DEFAULTS.** Time is of the essence of this Lease, and in the event of the failure of the District to pay the rental or other charges at the time and in the manner herein specified, or to keep any of the covenants or agreements herein, the City may elect to terminate this Lease and reenter and take possession of the Premises with or without process of law, provided, however, that the City shall give the District 15 days' notice in writing if the default is for the nonpayment of rent, or 30 days' notice in writing stating the nature of the default in order to permit such default to be remedied by the District within the appropriate time periods. If upon such reentry there remains any personal property of the District or any other person's upon the Premises, the City may, but is not obligated to, remove said personal property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners thereof, and the District shall reimburse the City for any expense incurred by the District in connection with such removal and storage.

**15. HOLDING OVER.** If, with the consent of the City, the District holds over after the expiration or sooner termination of this Lease, the resulting tenancy is, unless otherwise mutually agreed, a month-to-month basis.

**16. ASSIGNMENT OR SUBLEASE.** The District may not assign or transfer this Lease or any interest created in this lease, nor sublet the whole or any part of the Premises, nor is this Lease or any interest created in this lease assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the advance written consent of the City.

**17. TERMINATION BY THE DISTRICT.** If during the term of this Lease the District terminates or abandons its use of the Premises, the City may terminate this Lease upon giving the District one month notice. If the City terminates the Lease pursuant to this provision, the District shall remove the improvements constructed thereon at its own expense.

**18. SEVERABILITY.** If any term or provision of this Lease or the application thereof to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable is not affected thereby and continues in full force and effect.

**19. CONTRACT MANAGERS.** All formal communications about this Lease must be coordinated directly between the District and the City's Contract Manager unless otherwise approved in writing by the City. The contract managers are:

**Olympia School District:**

Jennifer Priddy  
Assistant Superintendent, Finance and Capital Planning  
Olympia School District  
Capital Planning & Construction  
111 Bethel Street NE  
Olympia, WA 98506  
[jpriddy@osd.wednet.edu](mailto:jpriddy@osd.wednet.edu)

**City of Olympia:**

Stephanie Johnson  
Arts Program Manager  
City of Olympia  
PO Box 1967  
Olympia, WA 98507-1967  
[sjohnson@ci.olympia.wa.us](mailto:sjohnson@ci.olympia.wa.us)

**20. NOTICES.** All default and other substantial notices required under the provisions of this Lease may be personally delivered or mailed. If mailed, they must be sent by registered mail to the following addresses:

To the District:  
Olympia School District  
Capital Planning & Construction  
111 Bethel Street NE  
Olympia, WA 98506

To the City:  
City of Olympia  
PO Box 1967  
Olympia, WA 98507

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by mail must be deemed to have been given when properly mailed, and the postmark affixed by the United States Post Office is conclusive evidence of the date of mailing.

**21. QUESTIONS.** All questions regarding the use of the Premises by the District must be made to:

Jennifer Priddy  
Assistant Superintendent  
Finance and Capital Planning  
Olympia School District  
Capital Planning & Construction  
111 Bethel Street NE  
Olympia, WA 98506

**22. BINDER.** This Lease is binding upon the parties hereto, their successors in interest, and assigns, including all subtenants or licensees.

\*\*\*\*\*SIGNATURES APPEAR ON THE FOLLOWING PAGES\*\*\*\*\*





