



## CAREER AND TECHNICAL EDUCATION

STANWOOD-CAMANO SCHOOL DISTRICT

Ross Short, Director

7400 272<sup>nd</sup> ST NW; Stanwood, WA 98292

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December 3, 2019

To: School Board Members  
From: Ross Short, Director, CTE  
Re: Barn Lease Agreement

Supervised Agriculture Experiences (SAE) are an integral part of the Agriculture Education program. Students complete a variety of projects as part of the Supervised Agriculture Experience that allow them to put the skills they are learning in the classroom to use in the real world. For many students, the raising of an animal such as a pig, cow, or lamb as part of their SAE is a highlight of their year.

Recently the City of Stanwood purchased the barn that a local farmer had allowed students to use to raise their SAE project animals. Attached is a lease agreement with the City of Stanwood for the continued use of this facility by the Stanwood High School Agriculture Education Program and FFA Chapter. The agreement allows us to continue to use the barn at no cost.

Recommendation:

Approve the lease agreement with the City of Stanwood for the barn located at the Southwest Corner of 11203 SR 532, Stanwood, WA 98292.

**EXPLORE**

**PREPARE**

**APPLY**

## LEASE AGREEMENT

THIS LEASE made this \_\_\_th day of December, 2019, between the CITY OF STANWOOD, a municipal corporation of the State of Washington, hereinafter called the "Lessor," and STANWOOD-CAMANO SCHOOL DISTRICT #401 , hereinafter called the "Lessee."

Lessor and Lessee do contract and agree upon the following terms and conditions:

1. **PROPERTY LEASED:** The property which is the subject of this lease is situated in Snohomish County, Washington and legally described as:

The barn located at the Southwest Corner of 11203 SR 532, Stanwood, WA 98292, located in Snohomish County, Washington. Approximately size 30' by 40'.

2. **LEASE TERM:** The barn is leased for a term commencing December \_\_, 2019, and terminating Aug 31<sup>st</sup>, 2020.

3. **RENT:** Lessee shall pay rent in the amount of \$ 0.00 per month for the above premises, Consideration received by the city includes the daily presence of students caring for animals which reduces the risk of vandalism and also the small repairs and cleaning of the property.

4. **USE OF THE PREMISES:** The leased premises shall be used for raising pigs as part of an FFA program administered by the lessee. Lessee shall not permit the residence to be used for any other purpose.

Lessee shall not use said premises, or any part thereof, for any illegal purpose. Lessee agrees to conform to municipal, county and state codes, statutes, ordinances and regulations concerning the use and occupation of said premises.

**Hazardous Substances:** Lessee covenants and agrees that Lessee will not generate, process, store, transport, handle or dispose of any Hazardous Substances on the property which is the subject of this Lease or permit any person under Lessee's control to do so.

"Hazardous Substance" means any substance which now or hereafter becomes regulated under any federal, state or local statute, ordinance, rule, regulation or other law relating to environmental protection, contamination or cleanup.

Lessee shall immediately notify Lessor if Lessee becomes aware of any Hazardous Substance problem or liability with respect to the property which is the subject of this Lease, any actual or alleged violation with respect to said property of any federal, state or local statute, ordinance, rule, regulation or other laws pertaining to Hazardous Substances, or any lien or action with respect to any of the foregoing. Lessee shall, at her sole expense, take all actions as may be necessary or advisable for the cleanup of Hazardous Substances released by Lessee or any person under her control, without limitation, all removal, containment and remedial actions in accordance with all applicable laws and in all events in

a manner satisfactory to Lessor, and shall further pay or cause to be paid all cleanup, administrative and enforcement costs of governmental agencies if obligated to do so by contract or law.

5. **RISK OF LOSS:** Lessee agrees that all personal property kept at the lease premises by Lessee shall be at the risk of Lessee. Lessee further agrees not to hold Lessor liable in any manner or on account of any loss or damage sustained by action of any third party, fire, water, theft or elements.

Lessee acknowledges that Lessor does not insure Lessee's property kept at the lease premises, and it shall be Lessee's responsibility to secure Lessee's own insurance if Lessee so desires. Lessor's casualty insurance upon the leased premises is for the benefit of Lessor and will not benefit Lessee or provide any coverage for Lessee's contents or possessions.

6. **LESSEE DUTIES:** Lessee agrees to:

- (a) Keep the premises in clean and sanitary condition;
- (b) Properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals, and to assume all costs of extermination and fumigation for infestation caused by Lessee;
- (c) Not intentionally or negligently destroy, deface, damage, impair or remove any part of the premises, nor permit any member of Lessee's family, any person invited to the premises by Lessee, or any person acting under Lessee's control to do so;
- (d) Not permit a nuisance or common waste;
- (e) Not disturb neighbors;
- (l) Not keep or have on the leased premises any article or substance that is illegal to possess. Identification of such an article or substance shall be grounds for immediate eviction;
- (f) Not engage in criminal activity involving crimes of physical violence to persons or property, nor permit any member of Lessee's family, any person invited to the premises by Lessee, or any person acting under Lessee's control to do so;
- (g) Not engage in any illegal gang-related activity, and not permit any member of Lessee's family, any person invited to the premises by Lessee, or any person acting under Lessee's control to do so; "illegal gang" refers to a group of people involved in organized illegal activity or antisocial behavior, or a member of such group.

7. **LESSOR DUTIES:** Lessor agrees to maintain the premises as required by applicable law; PROVIDED, that Lessor shall have no duty to repair a defective condition, at Lessor's expense, where the defective condition was caused by the conduct of the Lessee, or Lessee's family, invitee or other person acting under Lessee's control, or where Lessee unreasonably fails to allow the Lessor access to the lease premises for purposes of repair.

8. **ALTERATIONS:** Lessee agrees not to make alterations or do or cause to be done any painting or wallpapering to said premises without the prior written consent of Lessor.

9. **ASSIGNMENT AND SUBLETTING:** This lease shall not be assigned, nor shall all or any part of the lease premises be sublet, nor shall accommodations be given to any roomers or lodgers, by Lessee or by operation of law or otherwise, without the prior written consent of Lessor.

10. **INSPECTION:** Lessee agrees that Lessee has made inspection of the premises and accepts the condition of the premises in its present state, and that there are no repairs, changes or modifications to said premises to be made by Lessor.

11. **ACCESS BY LESSOR:** Lessor shall have the right to place and maintain "for rent" and/or "for sale" signs in a conspicuous place on the lease premises for thirty (30) days prior to the expiration of this lease. Lessor, or Lessor's agent, shall have the right to access to the premises for the purpose of:

- (a) Inspection;
- (b) Repairs, alterations or improvements;
- (c) To exhibit or display the premises to prospective or actual purchasers, mortgagees, Lessees, workmen or contractors.

Except in the case of emergency or if it is impracticable to do so, Lessor shall give Lessee two days advance written notice of intent to enter for purposes of (a) and (b) above, and one day advance written notice of intent to enter for purposes of (c) above. Notice shall be deemed given when posted upon the premises. Access shall be at reasonable times, except in case of emergency or abandonment.

12. **DEFAULT:** If any rents above reserved, or any part thereof, shall be or remain unpaid when the same become due, or if Lessee shall violate or default in any of the covenants, agreements or terms of this lease, then it shall be the option of Lessor to declare this lease terminated. Upon termination of the lease on account of Lessee's default, Lessor shall have the right to re-enter the premises and remove all persons and property therefrom, but notwithstanding such re-entry by Lessor, the liability of Lessee for the rent provided herein shall not be relinquished or extinguished for the balance of the lease term.

In the event Lessor is required to retain the services of an attorney and/or process server to serve notices as required by RCW 59.12.030, Lessee shall pay Lessor \$100.00 for each occasion upon which any such notice is served in compensation for Lessor's expenses in connection with such notices, which sum shall constitute additional rent due hereunder.

13. **ATTORNEY'S FEES:** Should a dispute arise between the parties with respect to this lease, the substantially prevailing party in such a dispute shall have the right to damages, including reasonable attorney's fees and costs of litigation. If as a result of Lessee's default, Lessor retains the

services of an attorney to enforce this lease, Lessee shall reimburse Lessor for attorney's fees and costs incurred in such enforcement, which fees and costs shall constitute additional rent hereunder.

14. **SURRENDER OF LEASE PREMISES:** At the end of the lease term, or at such other time as the lease may be terminated, Lessee agrees to surrender the lease premises in good, clean condition and to remove all personal property, junk and debris from the leased premises.

15. **MONTH-TO-MONTH TENANCY AFTER LEASE TERM:** In the event Lessee continues with the permission of Lessor to rent the premises after the expiration of the lease term, said tenancy shall be deemed a month-to-month tenancy, which may be terminated by either Lessor or Lessee giving the other party written notice of intent to terminate, which notice must be received at least 20 days prior to the intended date of vacation and 20 days prior to the date rent is due, excluding date of receipt. No partial credit shall be given for vacating the premises prior to the end of the last day in the final month of tenancy. In the event of a month-to-month tenancy after expiration of the lease term, all other terms and conditions of this lease shall remain in full force and effect.

16. **SEVERABILITY:** If any provision of this lease shall be declared unlawful or invalid in any respect, said declaration shall not affect the validity of any other provision of this lease.

17. **Mutual Indemnification.** Each Party shall defend indemnify and hold harmless the other Party, including Affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all Claims of Third Parties, and all associated Losses, to the extent arising out of a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement.

IN WITNESS WHEREOF, Lessee and Lessor have hereunto set their hands and seals the day and year first above written.

CITY OF STANWOOD, Lessor

STANWOOD-CAMANO SCHOOL DISTRICT  
#401, Lessee

By \_\_\_\_\_  
LEONARD KELLEY, Mayor

\_\_\_\_\_  
JEAN SHUMATE, Superintendent