

**LEASE AGREEMENT
BETWEEN
THE CITY OF OREGON CITY
AND
OREGON CITY SWIM TEAM**

This Agreement is made and entered into by and between the City of Oregon City (hereinafter referred to as “Oregon City”) and the Oregon City Swim Team (hereinafter referred to as “OCST” or “Lessee”).

R E C I T A L S

WHEREAS, Oregon City owns a swimming pool in the City of Oregon City known as the Oregon City Swimming Pool (the “Pool”) and OCST uses the Pool for practices, meets and other activities pursuant to an agreement between the parties; and

WHEREAS, OCST received a grant which allowed it to purchase a scoreboard and associated items to be used at the Pool; and

WHEREAS, the parties wish to enter into an agreement whereby OCST leases space on a wall of the Pool to keep its scoreboard (the “Lease”).

NOW THEREFORE, the parties enter into the following agreement:

A G R E E M E N T

1. **Lease of Wall Space.** OCST hereby leases from Oregon City an area of approximately 82 square feet on the wall adjoining the main office (SE) of the Oregon City Swimming Pool as generally shown on the photo attached to this Lease as Exhibit 1.
2. **Term.** The term of the Lease shall begin on September 1, 2012, and shall continue for 1 year. Upon expiration of the initial 1 year lease term, this Lease shall automatically renew for additional annual terms, unless either party notifies the other party in writing prior to the expiration of the then current term of their desire to terminate this Lease.
3. **Compensation.** OCST shall pay to Oregon City an annual payment of \$1.00 (one dollar) for the use authorized in this Lease. In coordination with OCST, the City shall have the option of using the scoreboard during special events or general community use times. The Lease payment shall be due on October 1st of each year.
4. **Use of Wall Space.** OCST is authorized pursuant to this Lease to use the wall space for the

purpose of mounting and maintaining a scoreboard to be used at swim meets and other events held at the Pool. The scoreboard shall include all fixtures and attachments to the scoreboard, such as advertising and other portions of the scoreboard. At all times during the term of this Lease the scoreboard shall remain the personal property of OCST.

5. Obligations of Lessee.

5.1 Installation/Removal. OCST shall install the scoreboard at its sole cost and expense. The manner and time of installation shall be approved by Oregon City prior to the installation. Oregon City shall have the right to inspect the installation of the scoreboard to ensure the safety of the Pool's patrons, the integrity of the building and other concerns. Oregon City may require OCST to change its manner of installation if required. Upon expiration or termination of this Lease, by either party, OCST shall remove the scoreboard, at OCST's expense, and return the leased wall space back to its original condition, reasonable wear and tear excepted. OCST shall coordinate any removal of the scoreboard with Oregon City in order to minimize any impact to Oregon City or its activities or programs at the Pool.

5.2 Maintenance. OCST is responsible for maintaining the scoreboard at its sole cost and expense in good working order and in a neat, presentable condition.

5.3 Advertising. OCST shall have the right to seek and obtain advertising and place it on the scoreboard in the areas designed to accommodate such advertising. The design and content of any advertisements shall be the sole responsibility of OCST and Oregon City shall have no input into the design and content of the advertisements or selection of advertisers whatsoever. OCST agrees that it shall not place any advertisements on the scoreboard that make sounds, contain flashing light, or otherwise move in any manner. OCST agrees to work collaboratively with Oregon City to rectify on any issues raised by Oregon City relative to any advertisements on the scoreboard.

5.4 Release/Insurance. Oregon City shall have no liability for any loss or damage to the scoreboard and OCST hereby releases and discharges Oregon City from any such liability. OCST assumes all risk of loss or damage to the scoreboard. OCST assumes liability for and shall reimburse, defend and indemnify Oregon City for any loss or damage, including personal injury and property damage that arises out of or in connection with the installation, maintenance and/or use of the scoreboard and all of its components by OCST.

6. Obligations of Oregon City. Oregon City agrees to keep the scoreboard free of all liens.

7. Written Notice Addresses. All notices required under this Agreement shall be in writing and sent to the following addresses:

CITY OF OREGON CITY Community Services 625 Center St.	OREGON CITY SWIM TEAM Oregon City Swim Team 1211 Jackson St (office location)
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Oregon City, OR 97045 Scott Archer, Director: 503.496.1546	Oregon City Or, 97045 ocstboard@gmail.com 503-655-4169 (office phone)
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8. General Provisions

8.1 Waiver. Any waivers shall be in writing signed by the parties to be bound by such waiver. Waiver of performance of any provision shall not be a waiver of nor prejudice the party's right to require performance of other provisions, or of the waived provisions in other instances.

8.2 Modifications. This Lease may not be modified or amended, except by an instrument in writing dated and signed by all parties. No party shall be bound by any oral or written statement of any servant, agent or employee modifying this Lease.

8.3 Governing Laws. This Lease has been negotiated and executed in the State of Oregon, and the laws of the State of Oregon shall govern its interpretation and enforcement.

8.4 Severability. If any term or provision of this Lease should be declared void, illegal or otherwise unenforceable, it shall be stricken from this Lease and the balance of this Lease shall be fully enforceable according to the remaining terms as reasonably interpreted to carry out the intent of the parties based on the original form of this Lease.

8.5 Force Majeure. If the performance by either party of any provision of this Lease (other than the payment of rent) is prevented or delayed by any strikes, lockouts, labor disputes, acts of God, civil commotions, fire or other casualty, or other causes beyond the reasonable control of the party from whom performance is required, the party will be excused from such performance for the period of time equal to the time of that prevention or delay up to a maximum of 180 days.

8.6 Counterparts. This Lease may be executed in two or more counterparts; all so executed shall constitute one contract, binding on both parties, notwithstanding that both parties are not signatory to the same counterpart.

8.7 Successors. This Lease may not be assigned or transferred without the express written consent of Oregon City. To the extent it is transferred, it will bind and inure to the benefit of the parties and permitted assigns.

8.8 Attorney's Fees. In the event any suit or action is initiated to enforce any of the provisions of this Agreement, the parties agree that the prevailing party shall receive from the other party, such sum as the trial court may adjudge reasonable as attorneys fees to be allowed in such suit or action and if an appeal is taken from any judgment or any decree of such trial court, the parties further agree to pay such sum as the Appellant Court shall adjudge reasonable as a prevailing party's attorneys fees on such appeal.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this _____ day of _____, 2012.

THE CITY OF OREGON CITY,
An Oregon Municipal Corporation
by and through its City Officials

OREGON CITY SWIM TEAM

By: _____
Mayor

By: _____
President

By: _____
City Recorder

By: _____
Secretary

EXHIBIT 1

