

CITY CONTRACT NO. _____

THIS AGREEMENT, is made and entered into on the 31st day of January, 2025, by and between the City of Cheyenne, a municipal corporation organized under the laws of the State of Wyoming, 2101 O’Neil Avenue, Cheyenne, Wyoming 82001 (hereinafter “Lessor” or “City”) and the Girl Scouts of Montana and Wyoming, a Montana non-profit corporation authorized to do business in the State of Wyoming, 2303 Grand Avenue, Billings, Montana 59102 (“Lessee” or “Girl Scouts”).

WHEREAS, the City has the authority under the laws of the State of Wyoming and the ordinances and resolutions of the City of Cheyenne to own real property and to lease such property upon terms and for such purposes as are in the public interest;

WHEREAS, the Girl Scouts desire to lease certain real property and improvements owned by the City that are legally described in Exhibit A, attached to this Agreement and that are hereinafter referred to as the "demised premises"; and

WHEREAS, the City is willing to lease the demised premises to the Girl Scouts under the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **DEMISED PREMISES:** The City leases and demises to the Girl Scouts, and the Girl Scouts hire and take from the City, all of the demised premises, comprised of 45.93 acres, more or less, situated in the County of Laramie, State of Wyoming, and legally described in Exhibit A attached to this Agreement.

2. GIRL SCOUTS' ACCEPTANCE OF PROPERTY: Neither the City nor its agents have made any representations with respect to the demised premises except as expressly set forth herein and no rights, easements or licenses are acquired by the Girl Scouts by implication or otherwise except as expressly set forth in this Agreement. The taking of possession of the demised premises by the Girl Scouts shall be conclusive evidence that the Girl Scouts accept the demised premises as is.

3. TERM: This Agreement shall be for a period of one (1) year and become effective at 12:00 midnight on the 1st day of February 2025, and end at 12:00 midnight on the 31st day of January 2026, unless sooner canceled or terminated as hereinafter provided. Upon written agreement between the parties, this Agreement may be extended for one additional term of two (2) years.

4. FEES: The Girl Scouts covenant and agree to pay, and the City reserves as base rent hereunder, the amount of one hundred dollars (\$100.00) per year for the demised premises, payable on or before the first day of March of each year of this Agreement. Rent shall be paid to the City Treasurer, Municipal Building, 2101 O'Neil Avenue, Cheyenne, Wyoming 82001.

5. USE OF PREMISES:

A. The Girl Scouts shall have the right and privilege to occupy the demised premises for the purpose of conducting their activities consistent with the Articles of Incorporation and By-Laws of Girls Scouts of Montana and Wyoming and consistent with the standards and mission of Girl Scouts of the USA. The Girls Scouts may, upon the demised premises, engage only in those activities that are legitimate Girl Scout uses and no other without the prior written permission of the City. The Girl Scouts shall not use the

demised premises for any unlawful purpose whatsoever. The Girl Scouts shall not permit any nuisance to emanate from or exist upon the demised premises.

B. The use of the demised premises granted herein is not exclusive. The Girl Scouts expressly agree that other groups and individuals may request permission to use the demised premises. All such requests for permission to use the demised premises are subject to the Girl Scouts' schedule of activities and subject to the further limitation that the requested use must not interfere with or otherwise impair the ability of Girl Scouts to use the demised premises for legitimate Girl Scouts uses and activities. Groups or individuals, including City departments, granted permission by the City to use the demised premises, shall give forty-eight (48) hours notice to Girl Scouts by calling 1-800-736-5243.

C. Groups or individuals under the auspices of the Girl Scouts of Montana and Wyoming Council may be granted permission to use the demised premises subject to existing policies and standards for use of Girl Scout facilities including, but not limited to, payment of cleaning and damage deposits, site and facility user fees, and direct costs associated with provision of access to the demised premises.

D. This sub-section shall apply to groups and individuals seeking to use the demised premises for purposes other than official Girl Scout activities. Such groups and individuals must enter into a property use agreement with the Girl Scouts that shall define the terms and conditions of use of the demised premises and must provide general liability insurance with a policy limit of one million dollars (\$1,000,000.00), or more, with endorsements naming the Girl Scouts and the City of Cheyenne as additional insureds. The Girl Scouts shall provide to the City an advance copy of each property use agreement and

insurance endorsement at least ninety-six (96) hours prior to the time that the outside user group intends to use or occupy the demised premises. The City must notify the Girl Scouts of any deficiencies in the property use agreement or insurance endorsement at least forty-eight (48) hours prior to the time the outside user intends to use or occupy the demised premises. No group or individual, other than those covered by sub-section C. of this Section, shall be permitted to enter upon the demised premises until such time as the City has approved the property use agreement and general liability insurance endorsement as required by this sub-section.

E. Subject to the limitations stated in this Section, neither the City nor the Girl Scouts shall unreasonably withhold permission for other groups or individuals to use the demised premises.

F. The Girl Scouts shall, at its expense:

1. Keep properly painted those parts of the exterior and interior of the buildings within the demised premises that are currently painted.

2. Keep the areas immediately surrounding the buildings upon the demised premises properly lighted at night for the purposes of reasonable security and safety.

3. Keep the buildings on the demised premises in proper repair and provide routine and extraordinary maintenance on the demised premises. Routine maintenance includes, but is not limited to, repairs to walls, fixtures, carpeting, painting, and cleaning. Extraordinary maintenance means maintenance and repairs to the systems and structures of the buildings on the demised premises including,

but not limited to, maintenance of roofs, building structures, electrical systems, plumbing systems, water systems, sewer systems, and heating and cooling systems.

4. When required by City ordinance or otherwise by law, secure the services of a contractor licensed by the City of Cheyenne to perform maintenance and repairs on the demised premises. The Girl Scouts agree not to make any improvement, modification or alteration of the demised premises without the express knowledge and written consent of the City of Cheyenne. All improvements made to the demised premises shall remain the property of the City at all times during the term of this Agreement and after its expiration.

6. UTILITIES: The Girl Scouts shall, at their sole cost and expense, pay utility charges for utilities that serve the demised premises, including electricity, gas, trash pickup, water and sewer charges.

7. ASSIGNMENT AND SUBLETTING: The Girl Scouts shall not assign, transfer, mortgage, pledge or sublet their rights in this Agreement nor grant any concession hereunder, in whole or in part, without the prior written consent of the City.

8. NON-DISCRIMINATION: Girl Scouts of Montana and Wyoming does not discriminate or recruit on the basis of race, religion, ethnicity, sexual orientation, socioeconomic status, national origin, or physical or developmental disability.

9. COMPLIANCE WITH LAWS: The Girl Scouts covenant that they will use the demised premises in accordance with all applicable laws and ordinances.

10. SIGNS: The Girl Scouts shall not erect, paint or maintain any signs whatsoever, upon the demised premises without the prior written permission of the City.

11. RIGHT OF INSPECTION: The City reserves and retains for its officers, employees and authorized representatives the full and unrestricted right to enter the demised premises for the purpose of inspecting or protecting such premises upon giving reasonable notice to the Girl Scouts.

12. CANCELLATION AND TERMINATION:

A. The City or the Girl Scouts may cancel and terminate this Agreement, with or without cause, and without liability, by either party giving thirty (30) days written notice to cancel and terminate. Upon such notice, the City may repossess and the Girl Scouts shall peacefully surrender the demised premises to the City.

B. Notwithstanding any other provision of this Agreement, in the event the Girl Scouts shall engage in any activity or practice that is prohibited by this Agreement, the City may, in lieu of termination of this Agreement, order the Girl Scouts to forthwith cease and desist from such activity or practice. In the event the Girl Scouts fail to comply with any such order, the City may terminate this Agreement as provided in this Section.

13. TAXES, LICENSES, DEBTS: The Girl Scouts covenant and agree to pay promptly all valid taxes, excises, license fees, permit fees, bills, debts and obligations incurred by them in connection with their use and occupancy of the demised premises, and not permit the same to become delinquent. The Girl Scouts shall not permit any lien, mortgage, judgment or execution to be filed against the demised premises or improvements thereon that would in any way become a lien, encumbrance or cloud on the City's title to the demised premises.

14. INDEMNITY: The Girl Scouts agree to defend, hold harmless and indemnify the City, its officials, employees and authorized volunteers against any and all claims and costs, including attorney's fees, arising out of the negligence of the Girl Scouts, their agents, employees

and volunteers, including any and all claims for premises liability, and for any and all other claims excepting those claims arising out of or resulting from the negligence of the City, its officials, employees, or authorized volunteers.

15. INSURANCE: The Girl Scouts shall provide the City with certificates of insurance evidencing insurance coverage as set forth below.

A. The Girl Scouts shall file a Certificate of Insurance with the City of Cheyenne verifying each type of insurance coverage listed below.

B. The Certificate of Insurance shall be submitted to and approved by the City of Cheyenne prior to the use or occupancy of the demised premises.

C. Insurance

Type of Coverage	Minimum Limits
Commercial General Liability (Including Products and Completed Operations; Explosion, Collapse and Underground, if applicable to the hazards of a specific project.)	\$1,000,000 per Occurrence \$2,000,000 Aggregate
Business Automobile Liability	\$1,000,000 CSL
Workers' Compensation	Statutory

OR

Employer's Liability	\$500,000 Each Accident \$500,000 Each Disease- Policy Limit \$500,000 Disease/Each Employee
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D. It is understood and agreed that these policies are primary and not contributory. All policies required under this Agreement shall be in effect for the duration

of this Agreement. It shall be an affirmative obligation upon the Girl Scouts to immediately notify in writing the city risk manager, city clerk, and city attorney of any fact, circumstance, or occurrence that has resulted in or may result in the cancellation or substantive change of any insurance coverage required by this Agreement, and failure to do so shall be construed to be a breach of this Agreement.

E. The City of Cheyenne shall be named as an additional insured on the insurance policies to be provided by the Girl Scouts, except workers' compensation, and the Girl Scouts shall provide a copy of the endorsements providing this coverage.

F. The City has the right to reject a certificate of insurance if an insurance company providing coverage under this Agreement is widely regarded in the insurance industry as financially unstable. Any insurance company providing coverage under this Agreement shall have a minimum A.M. Best rating of A- (excellent).

G. The City has the right to increase the required minimum limit of liability on any contract project as warranted by an increase in hazard. Examples of increased hazard include, but are not limited to:

- i. Handling of hazardous materials; and
- ii. Activities involving large congregations of people.

H. The City shall have the right to consult with the Girl Scouts' insurers and insurance agents for disclosure of relevant policy information, but the City's failure to request or review such policies, endorsements, or certificates shall not affect the City's rights or the Girl Scouts' obligations hereunder. Disclosure of relevant policy information would specifically involve, but is not limited to:

- i. Exclusions;
- ii. Deductibles; and,
- iii. Claims in progress which could significantly reduce the annual aggregate limit.

I. The Girl Scouts will secure property insurance in an amount equal to the full replacement value thereof on all buildings on the demised premises covering all risks of peril. The Girl Scouts will be responsible for securing insurance on any personal property owned by the Girl Scouts and others, which will be located in or on the demised premises.

J. The Girl Scouts will report any damage to the demised premises or to any improvements located on the demised premises to the City. The Girl Scouts will also advise the City of any liability claim against the Girl Scouts arising out of this Agreement or the use of the demised premises.

K. Except for enforcement of the terms and conditions of this Agreement as between the parties, the City of Cheyenne expressly reserves all immunities and defenses with respect to any claim arising out of this Agreement pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and other applicable law.

16. WAIVERS: No waiver or default by the Girl Scouts of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Girl Scouts shall be construed as, or operate as, a waiver by the City of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the Girl Scouts.

17. SURRENDER AND HOLDING OVER: The Girl Scouts covenant that at the expiration of the period for which the demised premises are leased to them, or at the earlier termination of the letting thereof, they will quit and surrender said premises in good state and condition, reasonable wear and tear excepted. Should the Girl Scouts hold over the use of or continue to occupy the demised premises after expiration of the Agreement, such holding over will be as a tenant at sufferance for which use it shall be liable for any and all damages resulting from such tenancy.

18. QUIET ENJOYMENT: The City covenants for itself, its successors and assigns that the Girl Scouts, upon payment of the rent and performance of the Girl Scouts' other covenants herein, shall and may peaceably and quietly have, hold and enjoy the demised premises during the term of this Agreement except as herein provided.

19. NOTICES: Any notices required or given hereunder shall be given by first class mail, addressed to the respective addresses below, or such other address as may be specified in writing from time to time:

CITY

City of Cheyenne
City Clerk's Office
2101 O'Neil Avenue
Cheyenne, Wyoming 82001

GIRL SCOUTS

Girl Scouts of Montana and Wyoming
2303 Grand Avenue
Billings, Montana 59102

20. TERMINATION OF AGREEMENT UPON CONDEMNATION - RENT APPORTIONMENT ENTIRE AWARD TO CITY: If the demised premises, or any part thereof, is taken by eminent domain or sold under the threat of the exercise of said power (all of which are herein called condemnation), this Agreement shall expire on the date when the demised premises shall be so taken, and the rent shall be apportioned as of that date. The City shall have the exclusive

right to receive as its sole and separate property any sums awarded as a result of the taking or sale of the demised premises by or under threat of condemnation and all compensatory damages that may be awarded based on the diminution in value or loss of use of adjacent City property.

21. OTHER AGREEMENTS:

A. Declaration of Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wyoming.

B. Plural, Singular, Gender to be Read in Context. Any word contained in the text of this Agreement shall be read as the singular or the plural and as the masculine, feminine or neuter gender as may be applicable in the particular context.

C. Binding Effect on Parties, Representatives, Successors and Assigns. The provisions of this Agreement shall be binding on and inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

D. Parties Have Relationship of Landlord and Tenant - Not Principal - Agent, Partners or Joint Venturers. Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent, or of partnership or of joint venture, or of any association whatsoever between the City and the Girl Scouts, it being expressly understood and agreed that neither the computation of rent nor any other provisions contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the City and the Girl Scouts other than the relationship of landlord and tenant.

E. Captions for Convenience - Not Part of Agreement - Not to Limit or Amplify Agreement. The captions of this Agreement are for convenience only, are not a

part of the Agreement, and do not in any way limit or amplify the terms and provisions hereof.

F. Prior Representations Incorporated into Agreement- No Representations, Warranties or Promises by Landlord, Agents or Representatives. All negotiations, considerations, representations and understandings between the parties are incorporated in this Agreement, and the Girl Scouts acknowledge that the City, its agents and representatives, have made no representations, warranties or promises with respect to the building, the surrounding land, or the demised premises except as may be expressly set forth herein.

G. Entire Agreement - Modification in Writing, Signed and Delivered by Both Parties. This Agreement contains all of the agreements and representations between the parties. None of the terms of this Agreement shall be waived or modified to any extent, except by a written instrument signed and delivered by both parties.

H. Severability of Invalid or Unenforceable Clause - Remainder of Agreement Enforceable - Clause Applicable to Other Persons and Circumstances. If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

22. EMBODIMENT OF AGREEMENT: This Agreement contains the entire understanding of the parties. There are no other terms or conditions, written or oral, concerning or

controlling this matter. Time is of the essence hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CITY OF CHEYENNE

BY:

Patrick Collins, Mayor

(SEAL)
ATTEST:

Kylie Soden, City Clerk

GIRL SCOUTS OF MONTANA AND WYOMING

BY:

Sally J. Leap, Chief Executive Officer

ATTEST:

Roundtop Lake Description

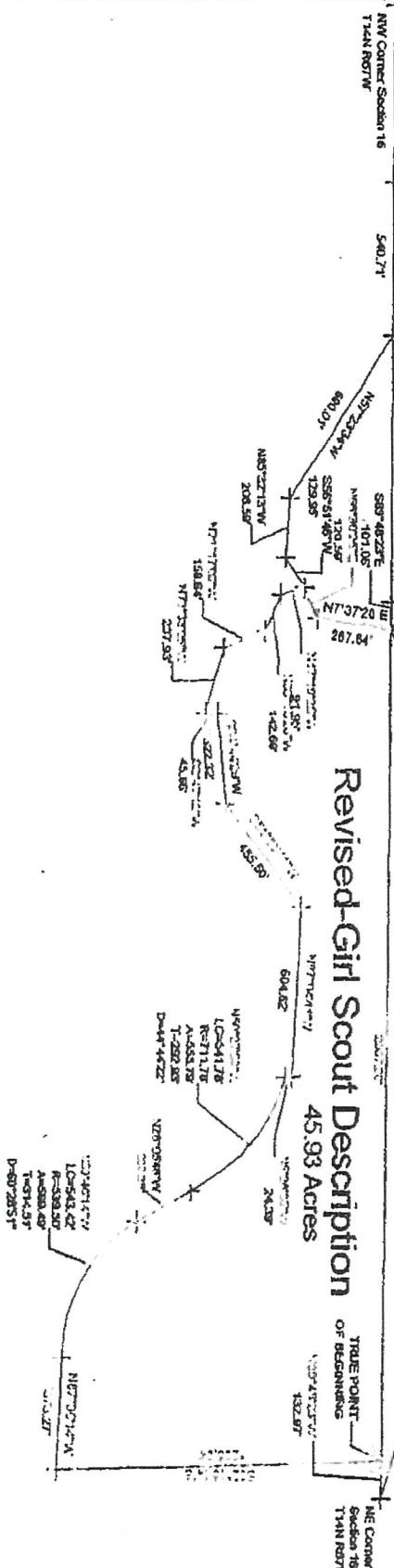
29.133 Acres

N89°48'23"W 2199.87'

S89°48'23"E 3039.97'

Revised-Girl Scout Description

45.93 Acres



ORIGINAL SCALE 1" = 600'

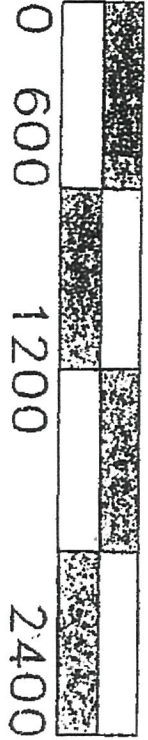
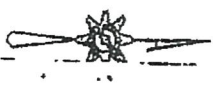


Exhibit "A"



City of Cheyenne
2100 O'Neill Ave
Cheyenne, WY B2001

Map of Roundtop Legal Descriptions

Exhibit A

Professional Land Surveyors
D. Dawson
No. 555
State of Wyoming

2563

LEGAL DESCRIPTION

The following is a legal description of a parcel of land which is located entirely within the North half of Section 16 T14N R64W, Laramie County, Wyoming, and which is more particularly described as follows, and is shown in the attached Exhibit A:

Beginning at the Northeast corner of aforesaid Section 16, which is a found 6X6 Concrete monument with a nail in the center; Thence N89° 48' 23"W for 132.97 feet to the True Point of Beginning;

thence S2° 16' 14"E for 1205.94 feet to a point;

thence N87° 6' 14"W for 373.27 feet to a point;

Thence along a curve to the Right having a radius of 539.50 feet and a central angle of 60° 28' 51" for an arc length of 569.49 feet, said curve having a chord bearing of N59° 46' 14"W for 543.42 feet to a point;

Thence N28° 5' 48"W for 230.38 feet to a point;

Thence along a curve to the Left having a radius of 711.78 feet and a central angle of 44° 44' 22" for an arc length of 555.79 feet, said curve having a chord bearing of N50° 27' 59"W for 541.78 feet to a point;

Thence N6° 26' 5"W for 24.39 feet to a point;

Thence N87° 4' 41"W for 604.62 feet to a point;

Thence S51° 58' 41"W for 455.50 feet to a point;

Thence S84° 44' 29"W for 322.32 feet to a point;

Thence S2° 47' 12"W for 45.66 feet to a point;

Thence N73° 33' 5"W for 237.93 feet to a point;

Thence N21° 17' 6"W for 159.64 feet to a point;

Thence N65° 10' 28"W for 142.69 feet to a point;

Thence N17° 19' 25"W for 91.95 feet to a point;

Thence N66° 30' 25"E for 120.59 feet to a point;

Thence N7° 37' 26"E for 267.64 feet more or less, to a point on the North line of said Section 16, whence the northwest corner of said Section 16 bears N89° 48' 23"W a distance of 2199.87'.

Thence S89° 48' 23"E for 2807.00 feet to the True Point of Beginning.

Said easement contains 45.93 Acres, more or less.

