

**RESOLUTION 2011-UU**

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL AUTHORIZING  
THE MAYOR TO SIGN A LEASE AGREEMENT WITH EATONVILLE PARENT  
COOPERATIVE NURSERY SCHOOL.**

**WHEREAS**, the Town of Eatonville will lease property located at Lot 2, Block 4, park addition, to Eatonville Parent Cooperative Nursery and;

**WHEREAS**, the Town agrees to sign a lease agreement attached hereto effective January 1, 2012 thru December 31, 2012 with the Eatonville Parent Cooperative Nursery for a monthly amount of \$50.00 and;

**WHEREAS**, this agreement shall renew for an additional twelve (12) month period automatically every calendar year on January 1. Either party may terminate this agreement upon written notice provided to the other party not less than sixty (60) days before termination.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Council authorizes the Mayor to sign a lease agreement with Eatonville Parent Cooperative Nursery.

Passed by the Council of the Town of Eatonville at a regular meeting this 28th day of November, 2011.

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Ray Harper, Mayor

ATTEST:

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Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

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Town Attorney

# Town of Eatonville

Incorporated October 28, 1909

P.O. Box 309 • 201 Center St. W.  
Eatonville, WA 98328  
360-832-3361 • Fax: 360-832-3977

## LEASE AGREEMENT

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, between the Town of Eatonville, a municipal corporation hereinafter designated the lessor, and Eatonville Parent Cooperative Nursery School, a non profit organization hereinafter designated as lessee,

**WITNESSETH**, the lessor does hereby lease and demise unto the said lessees a portion of the real property to include the building thereon, which property is situated in the Town of Eatonville in the County of Pierce, State of Washington, to-wit:

Lot 2, Block 4 Park Addition to the Town of Eatonville.

1. **Premises.** The Lessee leases the building and playground equipment "as is", and shall be responsible for additional improvements which may be required of the building or playground equipment. Lessee shall be responsible for the maintenance of the interior and exterior of the premises.
2. **Term.** This lease shall commence on January 1, 2012 and be effective until December 31, 2012. This lease shall renew automatically every January 1 for a period of twelve (12) months unless terminated by either party in accordance with the provisions herein. This lease may be terminated by either party for any reason upon providing the other party with written notice of termination. The lease shall thereafter terminate, and each party's obligations, rights, and duties shall cease, upon the expiration of the thirtieth (30th) day after such notice is given, or at such alternate date established by the terminating party in its written notice provided that such termination date is at least thirty (30) days after such notice is provided.
3. **Rent.** The Lessee covenants and agrees to pay Lessor rental for the premises in the sum of Fifty dollars (\$50.00) per month in lawful money of the United States. Said rent shall be paid in advance on the first day of each calendar month during the term of this lease.  
The lessee shall be allowed to forego rental payments for the months of June, July and August in each year, provided that Lessee is not using the premises in that time.
4. **Utilities.** Lessee shall pay for all electrical, water, garbage and sewer billings for the premises.
5. **Special Conditions.** Lessee shall use the premises only for purposes of preschool childcare, and any signs or remodeling of the premises must be approved in writing in advance by the

Lessor. All additions or fixtures to the property become the property of the Lessor at the termination of the Lease.

6. **Liability/Indemnity.** Lessee agrees to defend, release, hold harmless, and indemnify Lessor and Lessor's agent, employees, volunteers and officials against all claims, liabilities, and/or lawsuits, including costs and attorneys' fees, arising out of Lessee's use of the property as described herein. All personal property on said leased premises shall be at the risk of Lessee. Lessee hereby releases and forever discharges Lessor or Lessor's agents, employees, volunteers, or officials for any damage, either to person or property, sustained by Lessee or others, caused by any defects now in said premises, or the building in which the premises are located, or any service facilities, or hereafter occurring therein, or due to the building in which the leased premises are situated, or any part or appurtenance thereof, becoming out of repair, or caused by fire or by the bursting or leaking of water, gas, sewer or steam pipes, or from any act or neglect of co-tenants or other occupants of said building, or any other persons, including Lessor or Lessor's agent(s), employee(s), volunteer(s), or official(s), or due to the happening of any accident from whatsoever cause in and about said building.
7. **Insurance.** Lessor shall provide the property insurance on the building. Lessee shall obtain liability insurance with limits of not less than \$500,000, and said policy shall name lessor as an additional insured. Lessee shall provide lessor with a copy of said policy on demand.
8. It is further mutually agreed that this lease and the said leased premises shall not be let, underlet, or sublet as to the whole or any part thereof nor shall this lease be assignable, nor shall any interest therein be assignable, and no assignment shall be made of this lease, or any interest therein, without the written consent of the lessor.
9. At the termination of this Lease, the lessee will quit and surrender the said premises in as good state and condition as they are at the commencement of this leased term (ordinary wear and damage by the elements or fire excepted).

**IN WITNESS WHEREOF**, the parties hereto have executed lease this day and year first above written.

Lessor: Town of Eatonville

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Ray Harper, Mayor

ATTEST:

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Chrystal McGlone, Town Clerk

Lessee: Eatonville Parent Cooperative School

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