



## LEASE AGREEMENT

AGREEMENT of Lease made this 18<sup>th</sup> day of November, 2020, between the STAR VALLEY RANCH ASSOCIATION, INC., (Landlord) and The Grill, LLC, (Tenant).

### WITNESSETH:

#### 1. Description of Leased Property.

The Landlord leases to the Tenant the Grill facilities found within the Landlord's building located within the Town of Star Valley Ranch, Wyoming, more particularly described as follows:

**1188 Cedar Creek Drive, Star Valley Ranch, Wyoming, 83127**

#### 2. Tenant's Acceptance of Property.

At the commencement of the term, the Tenant shall accept the leased premises and improvements in their existing condition. No representation, statement, or warranty, express or implied, has been made by or on behalf of the Landlord as to such condition, or as to the use that may be made of such property. In no event shall the Landlord be liable for any defect in such property or for any limitation on its use.

#### 3. Term.

The term of this Lease shall commence on January 1, 2021, and end on December 31, 2023, both dates inclusive, unless sooner terminated as herein provided.

Tenant shall give the Landlord sixty (60) days written notice of the Tenant's intention to terminate this Lease.

Tenant will close during the Annual SVRA Independence Day Holiday celebration. The Tenant agrees to provide supervised use of the premises for the volunteers to conduct the July 4<sup>th</sup> meal preparations. The Independence Day Holiday for 2021 will be celebrated on 7/3/21; 2022 will be celebrated on 07/04/2022; 2023 will be celebrated on 7/04/2023.



**4. Rent.**

a. The Tenant shall pay to the Landlord the amount of Two Hundred Fifty Dollars (\$250.00) per month, due and payable the first day of every month commencing 01/01/2021. Rent will be waived November through April.

b. A security deposit of Five Hundred Dollars (\$500.00) shall be due and owing on the date of acceptance. The deposit will be refunded to the Tenant upon surrender of leased property as per conditions of Item #7.

**5. Alcohol Sales.**

Alcohol Sales shall not be permitted.

**6. Maintenance.**

Tenant shall be responsible for all costs and labor due to maintenance and/or repairs. Tenant shall keep and maintain in good order, condition and repair (which repair shall mean replace if necessary) the leased premises and every part thereof. Tenant shall keep the restaurant, grill, bar furniture, fixtures, and equipment in its current condition, with reasonable wear and tear expected. All needed repairs must be reported to Landlord and must be pre-approved by Landlord. Landlord does not assume liability for spoilage or other loss due to equipment failure. All cleaning costs of the leased area will be the responsibility of the tenant.

**7. Surrender at Termination of Term.**

At expiration of the lease term, the Tenant shall surrender the leased property. The property shall be surrendered in the same condition, with the exception of normal wear and tear.

**8. Improvements by Tenant.**

All alterations, additions, or improvements to the leased property shall be made by the Parties in a workmanlike manner, according to the standard of care that would be used by a contractor or carpenter with normal professional skills. The improvements shall become the property of the Landlord and shall not be removed or altered upon termination of this Lease.



Improvements made by the Tenant shall be paid for by the Tenant. Tenant shall not encumber the property with any liens for materials, labor, or any other matter. Tenant shall not make any claims for reimbursement of improvements.

All improvements shall be approved by the Landlord prior to their installation or construction. Said improvements shall not be removed from the premises except for the purpose of repair or maintenance, said property to be returned as soon as the necessary work is complete.

**9. Restaurant Equipment.**

The equipment inventory (Exhibit A) attached hereto, shall represent the restaurant equipment owned by the Landlord at the initiation of this Lease. The Tenant shall have the right to use said equipment for the term of the Lease. All equipment shall be maintained and kept in proper working order by the Tenant, at the Tenant's expense. An inventory of the equipment shall be tendered to the Landlord at the termination of this Lease.

The Tenant shall have the right to purchase additional equipment, at the Tenant's expense. All equipment purchased by the Tenant shall be maintained and kept in proper working order by the Tenant. Tenant shall have the right to keep all equipment acquired by the Tenant upon termination of the Lease.

**10. Utilities.**

The Tenant shall change the utilities into their name and assume all responsibility for same. Utilities refer to: Electricity from Lower Valley Energy and Propane from PPS. Tenant will purchase current inventory of propane from Landlord at the current market rate.

Garbage service will be provided by a shared dumpster with the Landlord, and a pro rata monthly share of 25% of the Vendor charges will be paid by the Tenant. This amount will be reviewed quarterly and adjusted as needed to maintain equity between Landlord and Tenant.

**11. Insurance Coverage.**

The Tenant shall keep the leased property insured throughout the term of this Lease against claims for personal injury or property damage, under a policy of

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general public liability insurance with such limits as may reasonably be requested by the Landlord from time to time, but not less than One Million Dollars (\$1,000,000.00) in respect of bodily injury, and One Million Dollars (\$1,000,000.00) for property damage.

**12. Landlord's Access to Leased Premises.**

Tenant shall permit Landlord or Landlord's agents to inspect or examine the leased premises at any reasonable time, during Tenant's normal business hours, and shall permit Landlord to make such repairs, alterations, improvements, or additions in the leased premises or to building of which the leased premises is a part, that Landlord may deem desirable or necessary or which Tenant has covenanted herein to do and has failed to do so, without the same being construed as an eviction of Tenant in whole or in part and the rent shall in no manner abate while such repairs, alterations, improvements, or additions are being made by reason of loss or interruption of the business of Tenant because of the prosecution of such work.

**13. Indemnification.**

Tenant shall defend, indemnify and hold Landlord harmless from and against any claim, loss, expense or damage to any person or property in or upon the leased premises or any area allocated to or used exclusively by Tenant or its agents, employees, or invitees, arising out of Tenant's use or occupancy of said premises, or any act or neglect of Tenant or Tenant's servants, employees or agents, or any change, alteration or improvement made by Tenant in the leased premises.

**14. Termination/Default.**

- This Lease may be terminated by Landlord at any time as a result of breach of this Agreement by Tenant.
- The Lease may be terminated by Landlord upon giving of thirty (30) days written notice.
- This Lease may be terminated by the Landlord in the event of any cases of health or safety violations by the Tenant.
- This Lease may be terminated by the Tenant in the event of a breach of the terms of the Lease by either party.



Default of this Agreement shall occur if any of the covenants made by the Tenant have been breached or violated. In the event of Default on the part of the Tenant, Tenant shall be liable to the Landlord for all attorney's fees and costs associated with the collection or enforcement of this Agreement.

**15. Notice.**

All notices and communications required to be sent pursuant to the terms of this Lease, shall be given by personal delivery or be sent by United States Postal Service as follows:

By Tenant to Landlord: Star Valley Ranch Association  
781 Vista East Drive  
Star Valley Ranch, WY 83127

By Landlord to Tenant: The Grill, LLC  
Attn: Katie Toolson  
424 Solitude Drive #7583  
Star Valley Ranch, WY 83127

**16. Governing Law.**

The laws of the State of Wyoming shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision.

**17. Plural, Singular, Gender.**

Any word contained in the text of this Lease 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.

**18. Grammatical Usage.**

In construing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

**19. Additional Instruments to be Executed.**



The parties shall execute and deliver any instruments in writing necessary to carry out any Agreement, term, condition, or assurance in this Lease whenever occasion shall arise and request for such instruments shall be made.

**20. Parties have Relationship of Landlord and Tenant.**

Nothing contained in this Lease 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 Landlord and Tenant, it being expressly understood and agreed that neither the computation of rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

**21. Captions for Convenience.**

The captions of this Lease are for convenience only, are not a part of the Lease, and do not in any way limit or amplify the terms and provisions hereof.

**22. Entire Agreement.**

This Lease contains all of the agreements and representations between the parties. None of the terms of this Lease shall be waived or modified to any extent, except by a written instrument signed and delivered by both parties.

**23. No Waivers.**

No delay in exercising or omission of the right to exercise any right or power by Landlord shall impair any such right or power, or shall be construed as a waiver of any breach or default, or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Lease by Landlord shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by Landlord to or any act by the Tenant of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

**24. Severability Clause.**

If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions shall not be affected thereby.



IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

TENANT:  
The Grill, LLC

BY:

A handwritten signature in black ink, appearing to read "Katie Toolson", is written over a horizontal line.

The Grill, LLC  
Katie Toolson

LANDLORD:  
Star Valley Ranch Association, Inc.

BY:

A handwritten signature in blue ink, appearing to read "Tallia Booker", is written over a horizontal line.

Tallia Booker  
General Manager, SVRA

## Cedar Creek Grill Inventory

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Gas 4 Burner Stove & Grill  
Gas Double Fryer  
1-Sandwich/Condiment Table (New 2020)  
16-Red Chairs  
5-Small Guest Tables  
1-Ice Machine (Shop)  
1-Refrig. Unit with Ice Table & Sink  
1-3 Unit Sink  
1-Upright Freezer  
1-Stainless Steel Cart  
2-Fire Extinguishers  
1-Child Seat  
5-Counter Stools  
1 Small Stainless Steel 4 Shelf Rack  
1 Mop and Bucket  
8 Napkin Holders  
2 Cutting Boards

Inventory Accepted: \_\_\_\_\_



Date: \_\_\_\_\_

