

**LEASE AGREEMENT  
STAR VALLEY RANCH ASSOCIATION, INC.**

This AGREEMENT of LEASE made this 23<sup>rd</sup> day of October, 2023, between STAR VALLEY RANCH ASSOCIATION, INC., (Landlord) and KATIE TOOLSON, (responsible person of THE GRILL, LLC) (Tenant).

**WHEREAS**, Landlord and Tenant have executed this Lease to set forth the terms and conditions agreed upon by them concerning the lease of the Leased Property.

**AGREEMENT OF LEASE.** Landlord hereby exclusively leases to Tenant, and Tenant leases from Landlord, the Leased Property for the rental amounts and on the other terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, Landlord and Tenant agree as follows:

**1. Description of Leased Property.**

The Landlord is the owner of the building and facilities known as Three Canyons Restaurant and known as Duffer's Lounge. The Leased Property shall maintain the above names. The names belong and are registered to the landlord and shall remain with the building upon termination of the lease. Use of the above names is only authorized for the lease term, in the SVRA facility listed above. The Landlord leases to the Tenant the Bar and Restaurant, facilities found within the Landlord's building located with the Town of Star Valley Ranch, Wyoming, more particularly described as follows:

1800 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. Use of the Leased Property.**

Tenant shall use the Leased Property for operating its business, and operations incidental thereto, and for no other purpose or purposes unless written consent has been approved by Landlord prior to the commencement of any other use. Tenant intends to use the property in a commercial manner, for operation of a bar and restaurant. Tenant agrees to abide by the occupancy limit as posted by Landlord. Tenant shall not commit, nor suffer to be committed, any nuisance or other act or thing against public policy, or which may disturb the quiet enjoyment of anyone adjacent to the Leased Property. Tenant agrees not to use or permit the use of the Leased Property or any part thereof for any purpose prohibited by law, and Tenant agrees, at Tenant's sole expense, to comply with and conform to all of the requirements of all governmental authorities having jurisdiction over the Leased Property, present or future, relating in any way to the conditions, use, zoning, license to sell alcoholic beverages, and occupancy of the Leased Property throughout the entire term of this Lease or any renewal thereof.

Tenant is allowed to use the space indicated on the attached Addendum C. Tenant shall not occupy any other space on Landlord's property. Additional leased space may be available, at the discretion of the Board of Directors. Tenant will request the need for additionally leased space along with proposed

location in writing and submit the same for review to the Board of Directors, by way of the General Manager. If approved, additionally leased space will be subject to an increase of the monthly rent, based upon the price per square footage occupied, as identified in Section 6 (a.) In the event that additionally leased space is granted, an addendum identifying the same will be generated, signed by the parties and incorporated as a binding contract for the duration of the remaining lease term.

Any patron under the legal age of twenty one (21) years of age shall not be allowed to sit at the counter area surrounding the bar facilities or be allowed to purchase or consume alcoholic beverages.

Tenant and all tenant employees will adhere to the SVRA No Smoking Operating Policy and encourage patrons of the Tenant's business in the same.

Certified service animals shall be allowed inside the bar and restaurant, all other emotional support animals and pets shall be permitted on the exterior deck area at the discretion of the Tenant.

#### **4. Term**

The term of this lease shall commence on January 1, 2024 and end on December 31, 2027, both dates inclusive, unless sooner terminated as herein provided. At the termination of the lease on December 31, 2027, if the Landlord and Tenant mutually agree, the lease may be renewed, by written instrument, at mutually agreed upon terms. Tenant shall give the Landlord ninety (90) days' notice, in writing, of the Tenant's intention to exercise the renewal of a mutually agreed upon lease. As such, a mutually agreed upon lease shall be completed and executed, by way of the parties signatures, no later than sixty (60) days prior to the current lease's ending date. If the parties are unable to execute a mutually agreed upon lease renewal as outlined above, the Landlord reserves the right to discontinue all discussion(s) and invokes their right to terminate the lease as outlined in Section 24 (b).

#### **5. Communication/Meetings**

Tenant agrees to semi-annual status meetings with the Board of Directors to discuss the business relationship of the parties, state of the equipment/furnishings and to address any additional subjects. The parties will schedule to meet annually on or about October 1<sup>st</sup> and April 1<sup>st</sup> at a mutually agreed upon time.

- a. Landlord and Tenant mutually agree to immediately communicate with the other party, informally but in writing, any perceived breaches of the lease or other concerns that should be cured, addressed or otherwise communicated.
  - ii. Landlord and Tenant mutually agree to refrain from any slanderous or libel statements, social media postings and or signage regarding the other party.

#### **6. Lease Payment**

- a. The tenant shall pay to the Landlord the amount of \$0.442 per square foot of leased space or two thousand dollars (\$2,000.00) per month for 4,528.50 square feet. Rent is to be paid on or before the 1<sup>st</sup> of each month during the term of this lease. If not paid by the seventh day of each month, a late fee of 10% of the total square footage of space leased will be assessed. Any returned payments will be subject to a \$30 returned payment fee. Acceptable payments include business checks, cash, cashiers or certified check.
- b. A security deposit totaling \$2,000.00 is due at the time of lease signing and shall be retained by the Landlord throughout the duration of the lease. Whereas the Tenant has a current security deposit of \$1,000.00, retained by the Landlord in relation to the prior lease with a termination date of December 31, 2023, Tenant will only be responsible for an additional \$1,000.00 at the time of lease signing. Said deposit, totaling \$2,000.00 is returnable pursuant

to surrender of premises, conditioned upon section number 8, and there being no breach of this agreement.

#### **7. Maintenance**

Tenant shall be responsible for all costs and labor due to maintenance and/or repairs with the exception of structural components of the leased premises, furnishings and or exterior building fixtures. 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, kitchen grill, bar counter 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. Tenant agrees to a semi-annual comprehensive deep cleaning of the interior leased property, to include but is not limited to, all facets of the kitchen, kitchen equipment, dining and bar areas. This semi-annual comprehensive deep cleaning will be completed prior to October 1<sup>st</sup> and April 1<sup>st</sup> annually and the leased premises will be available for inspection by the Landlord at the time of the parties mutually agreed upon semi-annual status meeting as outlined in Section 5. All cleaning costs of the leased area will be the responsibility of the tenant.

- a. At the Landlord's discretion, the Tenant may have the ability to retain and utilize the Landlord's employed maintenance team for minor repairs and or maintenance with the exception of issues related to the kitchen equipment and or refrigeration.
- b. Should the Tenant wish to utilize the Landlord's employed maintenance team, the Tenant will submit a request, in writing, to the General Manager detailing the scope of maintenance and or repair requested.
  - i. The Landlord reserves the right to decline any such request due in part to the scheduling limitations of the maintenance team at the time of the request.
  - ii. Should the Tenant utilize the Landlord's maintenance team, the Tenant agrees to pay a flat rate of seventy dollars (\$70.00) per hour for up to two of the Landlord's maintenance team members along with the cost of parts.
  - iii. The Tenant will be invoiced separately from their monthly rent and utilities itemizing parts and labor. Said invoice(s) will have a term/payable date of Net 30. Late payments will be assessed 10% of the original invoice total. Acceptable payments include business checks, cash, cashiers or certified checks. Any returned payments will be subject to a \$30 returned payment fee.

Any requests, not addressed within this lease, may be submitted in writing to the Board of Directors, through the General Manager for approval.

#### **8. 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 as it was originally received, with the exception of normal wear and tear.

#### **9. Access**

This facility is a facility for the benefit of the members of Star Valley Ranch Association. To provide consistent hours of operation Tenant agrees that the hours of operation will be as listed on Addendum A. Any temporary change(s) to the hours listed on Addendum A, may be modified, by providing a minimum of forty eight (48) hours' notice to the Landlord by way of written communication to the General

Manager. Any permanent change(s) to the hours listed on Addendum A, may be modified at any time during this lease, with the approval of the Landlord. A revised copy of Addendum A, signed by both parties, will be kept on file in the Star Valley Ranch Association admin office.

Tenant shall keep the Leased Property open for business, provided however that Tenant shall comply with any and all rules, regulations, and laws concerning its hours and the sale of alcoholic beverages. Tenant agrees to provide proof of valid liquor license, food service license, and any tips training to the Landlord. All employees serving liquor shall be encouraged to complete tips training.

Tenant's servants, employees, agents, and business invitees shall at all times have free and uninterrupted right of access to the Leased Property.

Tenant is in agreement that patrons cannot be turned away for service for anything other than public intoxication, disorderly conduct, lewd/lascivious or other egregious behavior.

#### **10. Improvements by Tenant**

All alterations, additions, or improvement 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, unless agreed to by Landlord, in writing.

All improvements 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. Tenant shall keep the Leased Property and the improvements thereon free and clear of all liens arising out of or claimed by reason of any work performed, materials furnished, or obligations incurred by or at the instance of Tenant, and shall indemnify and save Landlord and the Leased Property harmless of all such liens or claims of lien and all attorney's fees and other costs and expenses incurred by reason thereof.

All improvements shall be approved by the Landlord prior to their installation or construction. Said personal property 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.

#### **11. Equipment**

The equipment inventory (Addendum B) attached hereto, shall represent the 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. Tenant shall repair all damages to the leased property caused by removal of Tenant's purchased equipment.

#### **12. Tenant's Property**

- a. Tenant shall be responsible for and shall pay before delinquency, all municipal, county, or state assessments during the term of this Lease against any leasehold interest, improvement, or personal property of any kind, owned or placed in, upon, or about the Leased Property by Tenant.
- b. Landlord shall not be liable for any damage or loss of property, Tenant's improvements, and/or personal property of Tenant or of others on the Leased Property by theft or otherwise, provided the same is not caused by the actions of the Landlord or the Landlord's agents. Landlord shall not be liable for any damage to the Leased Property caused by other persons, occupants of adjacent property, or the public, or caused by construction operation, either private or public. Landlord shall not be liable for any latent defect in the Leased Property. All of the Tenant's property kept or stored on the Leased Property shall be kept or stored at the risk of Tenant, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by the Tenant's insurance carrier, unless such damage is caused by the willful act or gross neglect of Landlord.

### **13. Utilities**

- a. The Tenant is responsible for and shall pay for the propane, including changing the account into their name.
- b. Tenant is responsible for providing their own television service at their own expense.
- c. Electric service shall be shared by the landlord and tenant. A pro rata monthly share of 50% of the Vendor charges for the Cedar Creek Center along with the Barn will be paid by the Tenant. A copy of the actual invoice will be provided each month.
- d. \$122.00/month for Telephone and Internet service.
- e. \$125.00/month for water. Fire Suppression service will be provided by the landlord with the exception of the kitchen hood. Kitchen hood shall be maintained, repaired and/or replaced by the Tenant.
- f. The Tenant is responsible for and shall pay for garbage service including changing the account into their name. Tenant shall ensure that dumpsters and grease barrels are kept in an area not readily visible to SVRA members and customers. When applicable and provided by the Landlord, Tenant agrees to situate dumpsters and grease barrels within the confines of an enclosed fenced area to which Tenant's contents will not be visible to SVRA members and customers. Tenant shall be responsible for ensuring the security of dumpsters, preventing unauthorized usage.
- g. Tenant shall pay a portion of the cleaning costs of common areas shared by Landlord and Tenant. The Tenant's share of cleaning said common areas includes supplies.
  - a. Tenant shall be invoiced an additional amount of \$350.00/month for cleaning services with the exception of additional cleaning(s) required due to the Tenant's and Tenant's customers neglect and abuse. Additional expenses will be the sole expense of the Tenant. The parties agree that the common areas include the following: Main Level Hallways and Restrooms (blue area as indicated on Addendum C)

All items listed in Section 13. Utilities will be reviewed annually and adjusted as needed to maintain equity between the parties.

### **14. Facility, Parking, and Maintenance**

- a. Landlord shall be responsible and make a good faith effort for snow removal from the Leased Property parking lots; provided however that Tenant agrees to ensure the parking areas are free of customer vehicles to allow said removal, upon Landlord's request.

- i. Tenant shall be responsible for keeping all snow and ice off of stairs and walkways from the Leased Property.
- b. Landlord may close the western driveway as needed at the sole discretion of the Landlord.
- c. Landlord shall designate Tenant parking areas to be utilized by Tenant employees.
- d. Landlord shall designate an area for deliveries of product to be utilized by Tenant vendors.
- e. Landlord shall provide lawn maintenance.
- f. Main Level decking shared by the Landlord and Tenant shall be maintained by the Tenant. (Main level decking as indicated in pink on Addendum C) Tenant shall restrict outside food or drink to the main level deck. The cost(s) of cleaning and maintenance of main level decking shall be the Tenant's responsibility.
- g. Tenant and Landlord shall coordinate exterior window cleaning on a semi-annual basis.
- h. Any disarray, disorder or damage to the lower deck and or to the garden level of the Cedar Creek Center, caused by the cleaning of the upper deck, shall be cleaned/repaired by the Tenant and or at the Tenant's expense.
- i. Landlord may permit Tenant to reserve/utilize Landlord's additional facilities which includes the Cedar Creek Center Banquet Hall, Barn, Pavilion and or the Pool, for special occasions. Landlord reserves the right to decline Tenant's request of the above due to availability. Tenant will be responsible for any damages to the Landlord's property and or excessive cleaning costs that occurred during or as a result of the Tenant's utilization of one of the above facilities. Tenant's security deposit as identified in Section 6 (b.) does not pertain to damages caused by facility reservation/utilization.

#### **15. Insurance Coverage**

- a. Tenant will obtain and keep in force at all time during the term hereof insurance covering accidents, including liability and property damage covering any and all liability for injury to persons or damage to property occurring in or on the Leased Property or arising out of Tenant's use or occupancy of the Leased Property.
- b. Tenant will provide the Landlord proof of insurance coverage by way of a Certificate of Insurance, prepared by the Tenant's Insurance Broker, no later than February 1<sup>st</sup> of each year. Said Certificate of Insurance must clearly indicate the Tenant's Liquor Liability coverage. If requested, the Tenant will provide the Landlord with a copy of the Tenant's entire business insurance policy.
- c. Tenant shall maintain a policy of general public liability insurance with such limits as may reasonably be requested by the Landlord from time to time, but not less than \$1,000,000.00 in respect of bodily injury, and \$1,000,000.00 for property damage. In addition, Tenant shall maintain a policy of liquor liability insurance with limits not less than \$1,000,000.00, for liability regarding the sale, use, or consumption of alcoholic beverages. Such insurance policies shall name Landlord as an additional insured. Additionally, such policies shall include coverage for Landlord's loss of rental income in event of abatement. All commercial general liability and property policies maintained by Tenant will be written as primary policies, not contributing with and not supplemental to the coverage that the Landlord may carry.
- d. Tenant shall, at Tenant's sole cost and expense, be responsible for any and all fire and extended coverage insurance that Tenant desires to maintain to cover Tenant's furniture, furnishings, fixtures, trade fixtures, equipment, improvements, and all other property kept by Tenant on the Leased Property.
- e. Tenant agrees that, in addition to complying with the requirements of any insurance carriers pursuant to insurance policies covering the Leased Property, Tenant shall immediately notify, and thereafter cause a full and complete report to be made to, Landlord of any and all injuries and accidents that occur in or upon the Leased Property. Additionally, Tenant agrees to notify

Landlord of any violation of state liquor laws. Each party agrees to waive subrogation rights against the other party to the extent of insurance coverage and to the extent permitted under each such insurance policy.

- f. Tenant shall, at Tenant's sole decision, cost and expense, be responsible for their own loss of income coverage.

#### **16. Taxes**

Landlord shall pay or cause to be paid all taxes, real estate assessments, and any and all other governmental charges, assessments, or taxes payable on the land of the Leased Property or any part thereof, and Tenant shall insure that any such notices or taxes and/or assessments are timely delivered to Landlord. Tenant shall be liable for and shall pay all taxes assessed against personal property, trade fixtures, tenant improvements, and other property placed by Tenant in, on, or about the Leased Property, and for any other personal property taxes pertaining to the Leased Property.

#### **17. Signs**

Tenant shall only be permitted to place exterior commercial business signage on the Leased Property. Tenant shall be permitted to place commercial business signage in other location(s) within the Town of Star Valley Ranch, Wyoming subject to Landlord's approval as to form, and location, provided that all such signage shall comply with all applicable State of Wyoming and/or Lincoln County and/or Town of Star Valley Ranch sign regulations.

- g. All signage by Tenant shall be compliant, in keeping with Section 5 (a.) (ii) and is separate from any signage provided by the Landlord. Tenant will remove signage upon termination and/or non-renewal of this lease.
- h. Any damage to the Landlord's property, as a result of the Tenant removing any exterior signage, will be repaired at the Tenant's expense.
- i. Signage by the Landlord is not guaranteed and may be placed or removed at Landlord's discretion.

#### **18. Damage to Leased Property**

If the Leased Property or tenant's improvements to the Leased Property is damaged by fire, the elements, unavoidable accident, or other calamity, without the fault of neglect of Tenant, or Tenant's servants, employees, agents, visitors, or licensees, and the Leased Property is not rendered un-tenantable in whole or in part, Tenant shall promptly, at Tenant's own expense, cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, the improvements to the leased property is rendered un-tenantable only in part, Tenant shall promptly cause the damage to be repaired and the rent, meanwhile, shall abate proportionately to the portion of the Leased Property rendered un-tenantable. If, by reason of such occurrence, the Leased Property is rendered wholly un-tenantable, the rent meanwhile, shall be abated in whole; provided, however, that there shall be no extension of the term of this Lease by reason of such abatement, unless mutually agreed to by both parties. Notwithstanding the provision of the immediately preceding sentence, if the Leased Property is rendered wholly un-tenantable by reason of such occurrence and the property cannot be repaired within three (3) months from the date of such damage, Tenant shall, at Tenant's sole option have the right to declare the balance of this Lease null and void. If the Tenant does not exercise Tenant's option to cancel this Lease, Tenant shall, at Tenant's own expense, cause such damage to the Tenant's Improvements to be repaired and the rent shall be abated during the period of such repairs. If, after due notice is given, Tenant fails to exercise Tenant's option following substantial destruction of Tenant's Improvements to the Leased Property within six (6) months of the end of the term of this Lease, Landlord may terminate the Lease.

### **19. Negative Covenants of the Tenant**

Tenant covenants that Tenant will not do any of the following:

- a. Fail to observe a standard of reasonable care with regard to the repair, operation, and maintenance of the Leased Property, so as to create or fail to abate any situation which poses a risk of injury to any person reasonably expected to come upon the Leased Property, or to do or suffer to be done, anything objectionable to fire or other insurance companies which would cause those policies to be voided or suspended.
- b. Commit, or suffer to be committed by any person, any waste or nuisance upon the Lease Property.

### **20. Covenant of Quiet Enjoyment**

Landlord covenants that Tenant, upon paying the rentals and performing the covenants to be performed by Tenant herein, shall peaceably and quietly have, hold, and enjoy the Leased Property hereby leased during the Lease term or any renewal thereof.

### **21. Assignment and Subletting**

Tenant shall not sublet or assign this lease, unless prior written approval and authorization is granted by Landlord.

### **22. 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, 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.

### **23. Indemnification**

Tenant shall defend, indemnify, and save and hold harmless Landlord from and against any and all claims, actions, damages, liabilities, and expenses, including without limitation attorney's fees related thereto, in connection with the loss of life, personal injury, or damage to property occurring in, or in the Leased Property, or any area allocated for use, or arising or resulting from Tenant's use or occupancy of the Leased Property. If any person not a party to this Lease institutes any action for injury to a person or damage to property occurring in or on Leased Property, or any area allocated to or used by Tenant the Leased Property and arising or resulting from Tenant's use or occupancy of the Leased Property, and this action includes Landlord, who is involuntarily and without cause joined thereto, Tenant shall indemnify and save and hold harmless Landlord from all liabilities and costs incurred by Landlord in such action, including without limitation reasonable attorney's fees.

The Landlord shall defend, indemnify, and save and hold harmless the Tenant from and against any and all claims, actions, damages, liabilities, and expenses, including without limitation attorney's fees related thereto, in connection with the loss of life, personal injury, or damage to property occurring in, or in the Leased Property, or any area allocated for use, or arising or resulting from Landlord's use or occupancy of the Leased Property or due to the construction of the premises to which the Leased Property is housed. If any person not a party to this Lease institutes any action for injury to a person or damage to property occurring in or on Leased Property, or any area allocated to or used by Tenant the Leased Property and arising or resulting from Landlord's use or occupancy of the Leased Property, and this action includes



Tenant, who is involuntarily and without cause joined thereto, Landlord shall indemnify and save and hold harmless Tenant from all liabilities and costs incurred by Tenant in such action, including without limitation reasonable attorney's fees.

**24. Termination/Default**

- a. This lease may be terminated by Landlord at any time as a result of breach of this Agreement by Tenant.
- b. This Lease may be terminated by Landlord upon giving sixty (60) days written notice to Tenant.
- c. This Lease may be terminated by the Landlord in the event any cases of health or safety violations by the Tenant.
- d. This lease may be terminated by the Tenant upon giving ninety (90) days written notice to the Landlord.
  - i. Termination of the lease by the Tenant prior to the expiration date of the same will result in a two thousand (\$2,000.00) dollar lease termination fee. Said fee will be payable to the Landlord no later than Tenant's final day of occupancy, which will be ninety (90) days from the Landlord's receipt of Tenant's written request to terminate the lease.  
Tenant agrees to comply with all Wyoming statues and local ordinances governing the sale of alcoholic beverages.
- e. It is agreed between the parties that Tenant shall operate on leased premises, a bar and restaurant, and shall apply to obtain, receive and shall maintain a liquor license to sell alcoholic beverages. Tenant shall not in any way endeavor to move the location of the liquor license for the bar and restaurant from the leased premises and that the license issued by the Town of Star Valley Ranch, Wyoming, shall at all times remain with the leased premises. Tenant further agrees that they will keep and maintain said liquor license in good order and will at all proper times, apply to the issuing authority for a renewal of same and that at the termination of this lease, Tenant shall, if said lease is not extended or renewed by Landlord, pursuant to W.S. 12-6-401 (b), by a sale made in good faith, for the sum of ten (\$10.00) dollars, as valuable consideration, the covenants herein, acknowledges by executing this lease, reassign and retransfer said liquor license or any subsequent liquor license that may be issued by the town of Star Valley Ranch of Lincoln County, Wyoming, to Landlord or its assigns. In the event Tenant, for any reason ceases to operate a bar and restaurant on said leased premises, then Tenant, shall immediately reassign and retransfer said liquor license or any subsequent liquor license that they may hold for said premises, to Landlord, as described above.
- f. 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. No amount of a security deposit shall be refunded in event of any default.

**25. 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 mail as follows

By Tenant to Landlord:           Star Valley Ranch Association, Inc.  
  1800 Cedar Creek Drive  
  Star Valley Ranch, WY 83127

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

**26. 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.

**27. Plural, Singular, Gender**

Any word contained in the text of this Lease shall be read as singular or the plural and as the masculine, feminine or neutral gender as may be applicable in the particular context.

**28. 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.

**29. 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.

**30. 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.

**31. Captions for Convenience**

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

**32. 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.

**33. 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 covenants, 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.

**34. Severability Clause**

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

**35. Attorney's Fees**

If an action is brought to recover any rental under this Lease, or on account of any breach of or to enforce or interpret any of the terms, covenants, or conditions of this Lease, or for the recovery or possession of the Leased Property, the prevailing party shall be entitled to recover from the other party, as a part of the prevailing party's costs, a reasonable attorney's fee, and costs, the amount of which shall be fixed by the court and shall be made a part of any judgement rendered.

**36. Binding Effect**

All the terms, covenants, and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns, and legal representatives.

**37. Possession**

It is understood and agreed by and between the parties that Tenant shall be entitled to enter into the Lease Property from and after the beginning date of the term of this Lease.

**38. Reasonable Consent**

Except as expressly provided in this Lease, Landlord agrees not to unreasonably withhold Landlord's approval or consent to any act of Tenant where such approval or consent is required by the terms of this Lease, provided that any consent to different uses in, or alterations of, or additions to the Leased Property shall be subject to the Landlord's sole discretion.

**39. Execution**

This Lease may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Facsimile, e-mail and other electronic signatures shall be considered binding.

**40. Time is of the Essence**

Time is of the essence in this Lease.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date indicated.

TENANT:  
The Grill, LLC

BY:   
Katie Toolson

DATE: 10/23/2023

LANDLORD:  
Star Valley Ranch Association, Inc.

BY:   
Keri E. Sweet, General Manager

DATE: 10/23/2023

### Addendum A

Hours of Operation will be:

**May-October**

\_\_\_\_\_ to \_\_\_\_\_ Monday  
\_\_\_\_\_ to \_\_\_\_\_ Tuesday  
\_\_\_\_\_ to \_\_\_\_\_ Wednesday  
\_\_\_\_\_ to \_\_\_\_\_ Thursday  
\_\_\_\_\_ to \_\_\_\_\_ Friday  
\_\_\_\_\_ to \_\_\_\_\_ Saturday  
\_\_\_\_\_ to \_\_\_\_\_ Sunday

**November-April**

\_\_\_\_\_ to \_\_\_\_\_ Monday  
\_\_\_\_\_ to \_\_\_\_\_ Tuesday  
\_\_\_\_\_ to \_\_\_\_\_ Wednesday  
\_\_\_\_\_ to \_\_\_\_\_ Thursday  
\_\_\_\_\_ to \_\_\_\_\_ Friday  
\_\_\_\_\_ to \_\_\_\_\_ Saturday  
\_\_\_\_\_ to \_\_\_\_\_ Sunday

Hours listed above effective as of \_\_\_\_\_ 20\_\_\_\_\_

## Addendum B

### Equipment Inventory

| Quantity | Description   | Condition   |
|----------|---|-------------|
| 10       | Dining Room Tables  | New in 2020 |
| 40       | Dining Room Cross back Chairs   | New in 2020 |
| 8        | Black Bar Height Tables   | New in 2020 |
| 8        | Backless Barstools  | New in 2020 |
| 40       | Cross back Barstools  | New in 2020 |
| 85       | Deck Chairs   | New in 2020 |
| 2        | Black Booster Seats   | New in 2020 |
| 2        | Black High Chairs   | New in 2020 |
| 15       | Greystone Deck Tables   | New in 2020 |
| 1        | 24" Speed Rail  | New in 2020 |
| 1        | 30" Speed Rail  | New in 2020 |
| 2        | 15" x 72" Stainless Dish Cabinet  | New in 2020 |
| 1        | 24" x 72" Chrome Shelving Units   | New in 2020 |
| 1        | Avantco 70" 3 Door Refrigerated Sandwich Table  | New in 2020 |
| 1        | Avantco HBB-25-HC 25" Black Horizontal Bottle Cooler  | New in 2020 |
| 1        | Avantco SS-3F-HC 80 7/8" Reach in Freezer   | New in 2020 |
| 1        | Avantco UDD-48-HC Double Tap Kegerator  | New in 2020 |
| 1        | Noble UH-30-FND High Temp Undercounter Dishwasher   | New in 2020 |
| 1        | Avantco SS-3R-HC 81" Solid Door Reach in Refrigerator   | New in 2020 |
| 1        | Regency 18" x 24" Ice Bin   | New in 2020 |
| 1        | Regency 18" x 30" Ice Bin   | New in 2020 |
| 1        | Cooking Performance Group 36" Charbroiler w/cabinet base                                      | New in 2020 |
| 2        | Avancto FF-400 50lb. Stainless Floor Fryer  | New in 2020 |
| 1        | Cooking Performance Group S60-G24-L 6 Burner, 60" Range w/24" griddle & 2 ovens (280,000 BTU) | New in 2020 |
| 1        | Kolpack QS7-086-CT 8' x 6' x 7' Indoor Walk in Cooler   | New in 2020 |
| 2        | 12" x 16" Hand wash Sink  | New in 2020 |
| 1        | 18" x 24" Stainless Work Table  | New in 2020 |
| 1        | 78 1/2" Stainless 3 basin sink  | New in 2020 |
| 1        | 54" x 20" x 44.5" Stainless 3 Basin sink  | New in 2020 |

|     |  |  |
|-----|--|--|
| 1   | Donper Slush Dispenser   | Excellent<br>(New 2019)                                  |
| 1   | True Horizontal Bottle Cooler TD-50-18                           | Good<br>(Purchased 2015)                                 |
| 1   | Scotsman Prodigy Plus Ice Machine                                | Good<br>(Purchased 2013)                                 |
| 12  | Shot glasses   | Good   |
| 4   | Plastic Juice Containers   | Good   |
| 1   | Roasting Pan   | Good   |
| 1   | Black Utility Cart   | Good   |
| 1   | Coat Hanger  | Good   |
| 2   | Lighted Shelves  | New in 2020  |
| 120 | Acopa Dessert Spoons   | New in 2020  |
| 240 | Acopa Dinner Forks   | New in 2020  |
| 240 | Acopa Dinner Knives  | New in 2020  |
| 96  | Acopa White Rectangular Porcelain Platters                       | New in 2020  |
| 24  | Libbey Stemless Wine Glasses                                     | New in 2020  |
| 12  | Libbey Stemless Martini Glasses                                  | New in 2020  |
| 96  | Arcoroc Heavy Mixing Glasses                                     | New in 2020  |
| 12  | Acopa Flute Glasses  | New in 2020  |
| 144 | Strawberry Street Bistro 10 5/8" White Porcelain Dinner Plates   | New in 2020  |
| 216 | Strawberry Street Bistro 7" White Porcelain Salad/Dessert Plates | New in 2020  |
| 144 | Steak Knives   | Excellent<br>(Purchased 2016<br>Used Once Until<br>2020) |
| 1   | Avantco 48" High Wattage Strip Warmer                            | New in 2020  |
| 1   | Avantco Double Deck Overshelf – 18" x 71"                        | New in 2020  |
| 3   | 58" Samsung TVs  | New in 2020  |

**Addendum C**  
**Area Included in Lease (Green)**  
**Shared Area-Tenant Responsible for Cleaning/Maintenance (Pink)**  
**Common Area Included in Cleaning Costs (Blue)**

