

## LEASE AGREEMENT

This Lease Agreement (“Lease”) is made effective this \_\_\_\_ day of January 2021 (the “Effective Date”) between the Spokane Public Library, an agency of the City of Spokane organized as a public library pursuant to Chapter 27.12. RCW, located at 906 West Main Avenue, Spokane, Washington 99201 (“Library”) and KYRS Thin Air Community Radio, a non-profit corporation in the state of Washington, located at 35 W. Main, Suite 340, Spokane, Washington 99201 (“KYRS”), hereinafter collectively referred to as the “Parties”.

WHEREAS, Spokane Public Library owns or operates and maintains real estate, buildings and other library facilities, and operates a wide variety of programs and services to provide education to the public; and

WHEREAS, KYRS Thin Air Community Radio is a volunteer-powered, non-commercial, listener-supported, community radio station in Spokane, WA serving the area with unique programming for un-served and underserved populations; and

WHEREAS, the Library and KYRS share many common goals and interests related to education, access to information, and community engagement; and

WHEREAS, the Library and KYRS are invested in a long-term partnership by providing library space to KYRS to accomplish these common goals and interests through the operation of KYRS Thin Air Community Radio; and

WHEREAS, the Library has space and services at its Central Library that it wishes to make available to KYRS for the operation of its programs; and

WHEREAS, the parties have an existing Memorandum of Understanding dated August 6, 2019 for the sharing of Library space and services at the Central Library; and

WHEREAS, the Parties wish to enter into a lease providing for the continued use and possession of the property according to the following terms and conditions.

NOW, THEREFORE, in consideration of mutual benefit and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **DESCRIPTION OF PREMISES.** Spokane Public Library leases to KYRS Thin Air Community Radio a portion of the real property referred to as the Central Library located at 906 West Main Avenue in the City of Spokane, Washington, hereinafter referred to as “Property”. That portion of the Property being leased to KYRS shall generally be located on the 3<sup>rd</sup> floor and consist of one studio space and two cubicle areas but may be adjusted from time to time based on the needs of the Parties (the “Leased Premises”).

2. **TERM**. This Lease shall commence- on January 1, 2021 and end on ~~September~~ ~~December 30~~31, 2031. KYRS understands and acknowledges that the Central Library premises is currently under renovation that caused the closure of the entire facility until approximately the spring of 2022. While this lease agreement commences January 1, 2021, KYRS shall not occupy the premises described in Paragraph 1 until notified by the Library, which will occur after completion of the renovation.

3. **RENT**. This is a no cost lease.

4. **COMPLIANCE WITH LAWS**. Use of the Leased Premises shall be in compliance with all federal, state, local laws and regulations. KYRS will not use the Leased Premises or permit their use for any purpose other than as set forth in this Lease Agreement and the Memorandum of Understanding, which shall be attached to and made part of this Lease Agreement.

5. **INDEMNIFICATION**. KYRS shall indemnify and hold the Library harmless from any loss, liability or claim for injury or damage to persons or property arising on the Leased Premises by reason of the acts, omissions, negligence or carelessness of KYRS, its agents, servants, employees, customers, licensees or contractors.

To the extent necessary to enforce KYRS's indemnification obligations hereunder, KYRS further agrees to waive immunity under Title 51 RCW as to any of KYRS's employees who may be working on the Leased Premises. This provision has been specifically negotiated.

\_\_\_\_\_ [Library's initials] \_\_\_\_\_ [KYRS's initials].

6. **MAINTENANCE AND ALTERATIONS**. During the term, KYRS shall keep the Leased Premises maintained and prevent any waste of the Leased Premises; provided KYRS may (but shall not be required to) remove any materials and personal property that is currently stored on the Leased Premises. At the end of the term, KYRS shall turn the Leased Premises back to the Library in as good a condition as they were at the beginning of the Lease term, reasonable wear and tear excepted.

7. **IMPROVEMENTS**. No permanent improvements shall be placed or constructed upon the Leased Premises without the prior written consent of Library.

8. **UTILITIES**. The Library shall provide all utilities associated with the lease of the Premises at no cost to KYRS.

9. **WAIVER**. Any waiver by either party of any breach or any failure to enforce a term of this Lease shall not be construed or considered to be a waiver of any future similar breach.

10. **SURRENDER OF POSSESSION.** KYRS shall surrender possession of the Leased Premises to the Library in as good condition as the same were in at the beginning of the term of this Lease, or the condition to which they may be improved with prior written consent of the Library, reasonable wear and tear and damage by elements excepted.

11. **GOVERNING LAW.** This Lease shall be governed by and construed in accordance with the laws of the State of Washington.

12. **INTEGRATION.** This Lease supersedes all previous written and oral communications between the Parties and is intended to be a complete embodiment of all agreements made between the Parties. This Lease may not be amended except by a mutual written agreement executed by the Parties hereto.

13. **SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Lease because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. KYRS agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

14. **ANTI KICK-BACK.** No officer or employee of the Library, having the power or duty to perform an official act or action related to this Lease shall have or acquire any interest in the Lease, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Lease.

Signed this \_\_\_\_ day of January 2021.

SPOKANE PUBLIC LIBRARY

KYRS THIN AIR COMMUNITY RADIO

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney



My commission expires \_\_\_\_\_