



EXHIBIT LEASE AGREEMENT

NO. 21-11868

This Exhibit Lease Agreement (“Lease”) is made effective on the date of last signature, between Public Utility District No. 1 of Chelan County, Washington (“District”) and the City of Entiat (“Entiat”). District and Entiat are hereafter referred to, collectively, as the “Parties.” This Agreement is authorized by the Interlocal Cooperation Act, RCW 39.36.

In support of the District’s objective to provide enriching educational opportunities to the community relating to the natural and cultural history of Chelan County, the District desires to lease to Entiat, and Entiat desires to lease from District, certain personal property of local cultural significance for the general benefit of the public.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

1. LEASE

District hereby leases to Entiat, and Entiat hereby leases from District, the following described Exhibits (“Exhibit”):

<u>Exhibit Description</u>	<u>Item Value</u>
1. Four wine barrels (\$65.00 each)	\$260.00
2. One ice saw	\$50.00
3. One wooden apple box	\$25.00
4. One Great Northern Railway sign	\$400.00
5. One pair of beaded Native American gloves	\$1,500.00
6. One pair of beaded moccasins	\$450.00
7. One knife with beaded sheath	\$250.00
8. Two beaded ribbons (\$150.00 each)	\$300.00
9. One leather covered yoke	\$200.00
TOTAL VALUE	\$3,435.00

* Exhibits are depicted in Attachment 1.

2. TERM

The term of this Lease shall commence upon execution of this Lease and shall expire January 31, 2025. The Lease shall automatically renew for additional one (1) year term unless written notice not to renew is provided by either party to the other not less than thirty (30) days prior to the end of the yearly term date, annually.



3. LEASE COST

District shall provide lease of Exhibit to Entiat at no cost for the agreed upon terms. Entiat is responsible for the cost of shipping in both directions, in methods prescribed by District.

4. PURPOSE AND USE OF EXHIBIT

The Exhibit will be used by Entiat for display purposes at Entiat City Hall, 14070 Kinzel Street, Entiat, Washington and also at the Entiat Museum, 2461 Lakeshore Drive, Entiat, Washington. The Exhibit will at all times remain in the possession and control of Entiat staff and shall not be used by another party or for any other purpose without District's prior written consent. Entiat will provide written notice if the physical location of the Exhibit changes at any time.

5. MAINTENANCE

Entiat, at its own cost and expense, shall keep the Exhibit in good condition and shall furnish any and all maintenance required to keep the Exhibit in good condition. Entiat is responsible for any appraisal, conservation, packing, shipping, handling, and insurance costs associated with the lease. Only qualified persons authorized by District shall be permitted to handle, move, or pack Exhibit. Entiat will exercise extreme care to ensure safe handling and keeping of Exhibit throughout the duration of the Lease. No Exhibit may be altered or cleaned by Entiat without specific advance written authorization from District. No Exhibit may be re-leased by Entiat.

6. CONDITION AND DAMAGE

Entiat acknowledges that the Exhibit is used and acknowledges that Entiat has inspected the Exhibit and that the Exhibit is acceptable in its present condition.

Entiat hereby assumes and shall bear the entire risk of loss and damage to the Exhibit from any and every cause whatsoever during the term of this Lease. No loss or damage to the Exhibit or any part thereof shall impair any obligation of Entiat under this Lease, which shall continue in full force and effect through the term of the Lease. In the event of loss or damage of any kind whatever to the Exhibit, Entiat shall immediately report loss or damage to the District in writing. At District's option and permission, Entiat shall: 1) repair the Exhibit; or 2) pay to District the replacement cost of the Exhibit.

7. SURRENDER

Upon termination of this Agreement, Entiat shall return the Exhibit to District in good repair and condition, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Exhibit at Entiat's cost and expense to District. District will be allowed to retrieve Exhibit at any time with thirty (30) days written notice to Entiat. Should Entiat determine that the Exhibits are no longer being used, Entiat shall immediately return the Exhibit to the District.

8. INSURANCE

Entiat shall maintain sufficient insurance associated with use of the Exhibit and shall forward a copy of the certificate of insurance to the District.



9. INDEMNITY

Entiat shall indemnify, defend and hold District harmless from and against any and all claims, actions, suits, proceedings, costs, expense, damages, liabilities and fines, including reasonable attorney fees and costs, arising out of, connected with, related to, or resulting from Entiat's use of the Exhibit, including without limitation the delivery, use, possession, operation, maintenance, repair or return of the Exhibit.

10. DEFAULT

If Entiat fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Entiat, District shall have the right to exercise, including but not limited to, any one or more of the following remedies:

- A. To take possession of the Exhibit, without demand or notice, wherever same may be located, without any court order or other process of law. Entiat hereby waives any and all claims for damages occasioned by such taking of possession.
- B. To terminate this Lease.

Notwithstanding any repossession or any other action which District may take, Entiat shall be and remain liable for the full performance of all obligations on the part of the Entiat under this Lease. All of District's remedies are cumulative and may be exercised concurrently or separately.

11. OWNERSHIP

The Exhibit is, and shall at all times be and remain, the sole and exclusive property of District; and Entiat shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

12. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between the Parties on the subject matter hereof and shall not be amended, altered or changed except by a further writing signed by the Parties hereto.

13. NOTICES

The project managers listed below for the Parties shall be responsible for and shall be the contact person for all communications and billings regarding this Lease. Service of all notices under this Lease shall be sufficient if given personally or mailed certified, return receipt requested, postage prepaid to the contract person, at the address hereinafter set forth, or to such address, as such party may provide in writing from time to time.

**Public Utility District No. 1
of Chelan County**

Attn: Kristin Lodge
PO Box 1231
327 N. Wenatchee Avenue
Wenatchee, WA 98807
Phone: (509) 661-4960

City of Entiat

Attn: Deborah Delamora
14070 Kinzel Street
Entiat, WA 98822
Phone: (509) 784-1500



14. ASSIGNMENT

Entiat shall not assign this Lease without the prior written consent of District.

15. GOVERNING LAW

This Lease shall be construed and enforced according to the laws of the State of Washington with venue for any action in Chelan County, Washington.

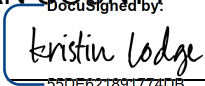
16. AUTHORIZED SIGNATURES

Each individual executing this Agreement warrants they are fully authorized to bind their principal to the terms and conditions of this Agreement.

The Parties acknowledge and agree that this document may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include those signed via electronic medium or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the last date of signature below (Effective Date).

PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY

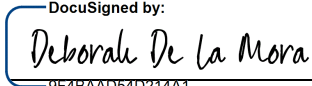
By:  _____
55DE621891774DB...

Name: Kristin Lodge

Title: Visitor Services Manager

Date: 3/4/2022 | 12:11 PM PST

CITY OF ENTIAT

By:  _____
9F4BAAD54D214A1...

Name: Deborah De La Mora

Title: Clerk/Treasurer

Date: 3/3/2022 | 8:38 AM PST