LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Agreement"), is made and entered into this _____ day of May 2022, by and between River Heights City Corporation, a Utah municipal corporation (hereinafter referred to as "Landlord") ") and Boys & Girls Club of Northern Utah (hereinafter collectively referred to as "Tenant")

RECITALS:

- A. Landlord is the owner of that certain real property more fully described on Exhibit "A", attached hereto and by this reference incorporated herewith.
 - B. Tenant is a club organization for young people.
 - C. Tenant is in need of suitable space within which it may conduct its operations.
- D. Landlord and Tenant have communicated to one another the above-described circumstances and their respective desires to lease the real property described on Exhibit "A" hereto and have heretofore negotiated the terms of this Agreement and desire to memorialize the terms thereof by this instrument.

NOW, THEREFORE, in consideration of the above premises, the covenants and promises hereinafter set forth, and sufficiency of which is hereby acknowledged, the Landlord and Tenant hereby agree as follows:

ARTICLE I - LEASE

- 1.01. <u>Lease of Property.</u> In consideration of the rents, covenants and agreements hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the real property described on Exhibit "A" hereto, located in River Heights, Utah, together with all improvements and fixtures presently associated therewith, all of which is referred to hereinafter as the "Subject Property" or "Premises". Additionally, tenant shall have the right to use select outdoor facilities and park areas of Landlord under specific terms and conditions as further described on Exhibit "B" also the "Subject Property" or "Premises"
- 1.02. <u>Term.</u> The term of this Lease shall be for a total period of 1.5 years, commencing on July 1, 2022 and ending on December 31, 2023.
- 1.03. <u>Lease Payments.</u> Tenant agrees to pay, and Landlord agrees to accept, the following amounts as the Lease payments for the Subject Property:

- A. <u>Fixed Rents.</u> As and for the base monthly fixed rental for the Subject Property, which is net to Landlord, Tenant agrees to pay \$7,500.00 USD per month.
- B. <u>Time and Method.</u> The lease payments for each month during the lease period of this Agreement shall be payable in advance on the first day of each month during the term of this Agreement and shall be made payable to the Landlord at the below listed address, or such other address as may be later designated in writing, by the Landlord.

1.05. Security Deposit.

- A. <u>Amount.</u> The Tenant will deposit with the Landlord a security deposit of \$7,500.00 upon execution of this Agreement for the Subject Property which will be held by Landlord according to this Section 1.05.
- B. Non-Payment. The above deposit shall be held by the Landlord (without liability for interest) as security for the faithful performance by the Tenant, of all of the terms, conditions and covenants of this Agreement, which are to be kept and performed by the Tenant during the term hereof. If at any time during the term of this Agreement, any of the lease payments herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may, at its option (but Landlord shall not be required to), appropriate and apply any portion of said deposit to the payment of any such overdue lease payments or other sums.
- C. Other Default. In the event of the failure by Tenant to keep and perform any of the terms, covenants and conditions of this Agreement to be kept and performed by Tenant, then Landlord, at its option, may appropriate and apply the entire deposit, or so much thereof as may be necessary, to compensate Landlord for loss or damage sustained or suffered by Landlord, due to such breach on the part of Tenant. Should the entire deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue lease payments or other sums due and payable to Landlord, by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount, in cash, to restore said security to the original sum deposited, and Tenant's failure to do so within twenty-one (21) days after receipt of such demand shall constitute a breach of this Agreement. Should Tenant comply with all of said terms, covenants and conditions, and properly comply with all of the lease payments herein provided for, as they fall due, and all other sums payable by Tenant to Landlord hereunder, the said deposit shall be returned in full to Tenant at the end of this Agreement, or upon the earlier termination of this Agreement.
- D. <u>Disposition Upon Sale.</u> Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the Subject Property, in the event that such interest be sold, and thereupon Landlord shall be discharged from any further liability with respect to such deposit.

ARTICLE II - RIGHTS AND DUTIES OF TENANT

- 2.01. <u>Use of Subject Property.</u> Tenant shall use the Subject Property for the purpose of providing a safe and constructive type environment for youth. Tenant's use shall be daytime use only (between 6 A.M. to 6:30 P.M) and shall not be used for any housing or living quarters. Tenant shall not utilize the Subject Property for any unlawful or hazardous purpose or activity. Use of the leased premises and/or use of common areas and/or Gym areas may be utilized after hours only upon request with 7 days advanced notice and subject to mutually agreeable terms between the Parties.
- 2.02. <u>Improvements by Tenant.</u> The Tenant shall not make any alterations or improvements in or to the Subject Property without the prior consent of the Landlord. All alterations and improvements made or added to the Subject Property, may be removed by Tenant so long as the Tenant repairs any damages to the Subject Property occasioned by such removal or such removal does not result in any damage to the Subject Property.
- 2.03. <u>Miscellaneous Expenses</u>. Tenant agrees, at its own expense, to clean and maintain its designated share of leased space, as more particularly defined on Exhibit "A'; to provide its own insurance on improvements and personal property installed or placed by Tenant in or on the Subject Property; to pay all costs and expenses of every nature in connection with Tenant's business activities on the Subject Property. While the City shall pay for electricity and natural gas expenses, Tenant at its own expense, shall pay all other utility and/or other charges incurred by tenant and shall pay all personal property taxes in the event any are assessed, and fire insurance related to Tenant's personal property and improvements and fixtures installed by Tenant.
- 2.04. <u>Insurance.</u> Tenant shall, at all times during the term of this Agreement, maintain in full force and effect, and pay all premiums for, public liability and general hazard insurance with a reputable insurance company or companies acceptable to Landlord covering Tenant's personal property, inventory, and all improvements and fixtures of Subject Property. The general liability limits of said policy or policies shall not be less than \$1,000,000.00 per person and per occurrence. Tenant shall, upon request, furnish to Landlord a copy of each policy, and each such policy shall provide that it may not be canceled without prior written notice to Landlord. Landlord shall be listed as a loss payee as to any covered risk applicable to Landlord.

Landlord and Tenant waive and relinquish any right or claim, including rights of subrogation, against one another that may arise out of any fire or other hazard occurring upon or to the Subject Property or any property (real or personal) of either party located in or upon the Subject Property.

- 2.05. Repair and Maintenance. Tenant shall at all times during the term hereof, and any extensions thereof, keep the Subject Property in sightly condition, and in good repair, and shall not permit the accumulation of any rubbish on the Subject Property. The word "repair" as used in this paragraph shall include any repairs, replacements, changes and/or additions to the Subject Property which may be required by Tenant's use and occupancy thereof. In addition to maintaining the Subject Property the Tenant shall keep it free from liens, encumbrances and security interest, not sell, misuse, conceal, or in any way dispose of it or permit it to be used unlawfully or for hire or contrary to the provisions of any insurance coverage; and not permit it to become a fixture or an accession to other goods. The provisions of this paragraph shall not apply to repairs or reconstruction in the event of damage by fire, casualty or other destruction, or in the event of eminent domain, which shall be the responsibility of Landlord.
- 2.06 <u>Liens and Encumbrances.</u> Tenant agrees that it shall not take any actions, nor make any representations in connection with the Subject Property, nor Tenant's business activities on the Subject Property, which shall have the effect of, or result in, the attachment of any lien or other encumbrance to the Subject Property or otherwise to interfere with Landlord's title to the underlying real property.
- 2.07 <u>Taxes on Real Property.</u> In addition to Fixed Rent, Tenant shall pay all real property taxes and general and special assessments (real property taxes) levied and assessed against the building, other improvements, and land of which the premises are part on the first day of each month with its payment of Fixed Rent. This section shall only apply to that portion leased by Tenant as more particularly identified by Exhibit "A"

Each year Landlord shall notify Tenant of Landlord's calculation of the real property taxes and together with such notice shall furnish Tenant with a copy of the tax bill. Tenant shall pay the real property taxes to Landlord not later than ten (10) days after receipt of the tax bill, or not later than ten (10) days before the taxing authority's delinquency date, whichever is later.

ARTICLE III - RIGHTS AND DUTIES OF LANDLORD

3.01. Assignment and Subletting. Tenant will not assign this Agreement in whole or in part, nor sublet all or any part of the Subject Property, without the prior written consent of Landlord in each instance. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If this Agreement is assigned, or if the Subject Property, or any part thereof, is sublet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved; but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or acceptance of the assignee, subtenant or occupant as tenant, or a

release of Tenant from the further performance by Tenant of its covenants and agreement specified herein. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Agreement and shall not be released from performing any of the terms, conditions and covenants of this Agreement without the express written consent of Landlord.

- 3.02. Entry by Landlord. Landlord or its agents shall have the right to enter and inspect the Subject Property upon notice to Tenant and at reasonable times and in such manner so as not to interfere with Tenant's business, to examine the Subject Property and to show the Subject Property to prospective purchasers or lessees of the Subject Property and to make repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. In the case of emergency, if Tenant or Tenant's agent shall not be personally present to open and permit an entry into the Subject Property at any time when, Landlord or Landlord's agent may enter the same by a master key or may forcibly enter the same without in any manner affecting the obligations and covenants of this Agreement, any damage caused to property by Landlord would be repaired by the Landlord at its cost. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligations, responsibility or liability whatsoever for the care, maintenance or repair of the Subject Property, or any part thereof, except as otherwise herein specifically provided.
- 3.03. Quiet Enjoyment. Landlord warrants and represents that it shall place and maintain Tenant in the peaceful and undisturbed possession if the Subject Property throughout the entire term of this Agreement (including any extensions thereof) so long as Tenant pays the lease payments and performs all of its covenants as specified herein. This Agreement shall be subject and subordinate to the lien of any mortgage or mortgages or trust deed or deeds which may be placed upon the Subject Property or the underlying real property, by Landlord, and Tenant covenants that it will execute and deliver to Landlord or to the nominee of Landlord or to the nominee of Landlord proper subordination agreements to this effect at a time upon the request of Landlord and without payment being made therefore. Landlord agrees not to create any lien or encumbrance on the Subject Property which shall adversely impact Tenant's right or interest in this Agreement or in the Subject Property, and to defend and indemnify Tenant against all damage or expense suffered by Tenant as a result of the creation or enforcement of any such lien or encumbrance. Any mortgage or deed of trust executed by Landlord upon the Subject Property shall be upon the condition that the mortgages or Trust Deed upon foreclosure or exercise of power of sale shall be subject to this Agreement and Landlord's rights hereunder as provided by law. In the event of any failure of Landlord to abide by the provisions hereof, or in the event of any default of Landlord in performance of its obligations to the holder of an encumbrance on the Subject Property, Tenant may at its election cure any default under any such mortgage or deed of trust but shall not be obligated to do so, and Tenant may deduct the cost of curing such default from the lease payments thereafter to be paid pursuant to this Agreement, and Tenant shall thereupon be subrogated to the rights of the holder of such mortgage or deed or trust against Landlord.

3.04 <u>Landlord's Lien.</u> Landlord shall have and is hereby granted a landlord's lien on

all Equipment, inventory, supplies, cash, bank accounts, or accounts receivable due and owing of Tenant for costs hereunder.

- 3.05. Destruction of the Subject Property. In the event of a partial destruction of the Subject Property during the term of this Agreement, or any extension thereof, from any cause, Landlord shall forthwith repair the same, provided such repairs can be made within ninety (90) days under the laws and regulations of state, federal, county or municipal authorities; but such partial destruction shall, in no way, annul or void this Agreement, except that the lease payments reserved to be paid hereunder shall be equitably adjusted according to the amount and value of the undamaged space. If such repairs cannot be made within ninety (90) days, this Agreement may be terminated at the option of either party.
- 3.06. Landlord's Duty to Maintain and Repair. Prior to commencement of the lease, Tenant will examine the premises and accept them in their current condition. Landlord is responsible to create acceptable conditions upon the commencement of the lease. Thereafter, Landlord shall keep in good order, condition and repair the exterior foundations, exterior walls (except in the interior faces thereof), down spouts, gutters, and roof of the premises, and the exterior plumbing lines, sewage system outside of the building of which the premises are a part (but excluding the exterior and interior of all windows and doors), and repairs required by any casualty or act of God except as otherwise covered herein, except for reasonable use and wear and any damage to any thereof, caused by any act or negligence of Tenant and its employees, agents, invitees, licensees or contractors; provided, however, that there shall be no obligation to do so, prior to the expiration of ten (10) days written notice from Tenant to Landlord of the need thereof.

ARTICLE IV - EVENTS OF DEFAULT; REMEDIES

- 5.01. <u>Default by Tenant.</u> Upon the occurrence of any of the following events Landlord shall have the remedies set forth in Section 5.02.
- A. Tenant fails to pay any rental or any other sum due hereunder within twenty-one (21) days after the same shall be due.
- B. Tenant fails to perform any other term, condition, or covenant to be performed by it pursuant to this Agreement within thirty (30) days after the written notice of such default shall have been given to Tenant by Landlord.
 - C. Tenant or its agents shall falsify any report required be furnished to Landlord.
- D. Tenant of this Agreement shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a

petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee; and such proceeding shall not be dismissed, discontinued or vacated within thirty (30) days from the filing or appointment, or Tenant petitions for or enters into an arrangement; or suffers this Lease to be taken under writ of restitution.

- E. The doing, or permitting to be done, by Tenant of any act which creates a mechanic's lien or claim against the land or building of which the Subject Property are a part if not released or otherwise provided for by indemnification satisfactory to Landlord within thirty (30) days thereafter.
- 5.02. <u>Remedies.</u> Upon the occurrence of the events set forth in Section 5.01, Landlord shall have the option to take any or all of the following actions, without further notice or demand of any kind to Tenant or any other person:
- A. Immediately re-enter and remove all persons and property from the Subject Property, storing said property in a public place, warehouse, or elsewhere at the cost of, and for the account of, Tenant, all without service of notice or resort to legal process and without being deemed guilty of or liable in trespass. No such re-entry or taking possession of the Subject Property by Landlord shall be construed as an election on its part to terminate this Agreement unless a written notice of such intention is given by Landlord to Tenant. No such action by Landlord shall be considered or construed be a forcible entry.
- B. Collect by suit or otherwise each installment or rent or other sum as it becomes due hereunder, or enforce, by suit or otherwise, any other term or provision on the part of Tenant required to be kept or performed.
- C. Terminate this Agreement by twenty-one (21) days written notice to Tenant. In the event of such termination, Tenant agrees to immediately surrender possession of the Subject Property. Should Landlord terminate this Lease, it may recover from the Tenant all damages it may incur by reason of Tenant's breach, including, but not limited to the cost of recovering the Subject Property, reasonable attorney's fees, the amount of rent and charges for the remainder of the contract term, all of which amounts shall be immediately due and payable from Tenant to Landlord.
- D. Should Landlord re-enter, as provided above, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, and whether or not it terminated this Agreement, it may make such alterations and repairs as may be necessary in order to relet the Subject Property, and relet the same or any part for such term or terms (which may be for a term extending beyond the term of this Agreement) and at such rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs

and expenses of such reletting, including brokerage fees and attorney's fees and costs of any alterations and repairs; third, to the payment of rent due and unpaid, and the residue, if any, shall be held be Landlord and applied in payment of future rents as the same may become due and payable. If such rentals received from such reletting during any month be less than that to be paid during such month by Tenant, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry and reletting of the Subject Property by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant pursuant to subsection C., above. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Agreement for such previous breach. The remedies given to Landlord in this Section 5.02 shall be in addition and supplemental to all other rights or remedies which Landlord may have under laws then in force.

ARTICLE V – MISCELLANEOUS

- 6.01. Waiver. The waiver by Landlord of any breach of any term, covenants or condition herein contained shall not be deemed to be a waiver of such term, condition or covenant, or any condition herein contained. The subsequent acceptance of lease payments hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Agreement, other than the failure of Tenant to pay the particular lease payment so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such lease payment. No covenant, term or condition unless such waiver be in writing by Landlord.
- 6.02. <u>Liability</u>. Landlord is not liable for any loss of property, injury to persons under care or supervision of Tenant, damage or expense of any kind suffered by any person on or about the Premises, except that which is caused by Landlord or Landlord's agents' employees' gross negligence or willful misconduct. Tenand hereby agrees to defend, indemnify, and hold Landlord harmless from any and all claims, liabilities and suits relating to Tenant's use or occupancy of the Premises.
- 6.03. <u>General Rules and Regulations</u>. The Tenant covenants that the following rules, regulations and stipulation shall be faithfully observed and performed by the Tenant and the Tenant's clerks, employees and agents, and invitees, to-wit:
 - A. The sidewalk, entry, corridors, passages, shall not be obstructed, or used for any other purpose than for ingress and egress to and from the building, nor shall the Tenant place or allow to remain in any public corridor, stairway, landing or other public area of the Building, any boxes, cartons, stocks of materials or other things.
 - B. The windows, and any lights or skylights that reflect or admit light into the halls or other places of said Building shall not be covered or obstructed. And no Tenant shall mark,

- paint, drill, or drive nails into or in any way deface or damage the walls, ceilings, partitions, floors, wood, stone or iron work, unless otherwise specifically permitted in writing by Landlord.
- C. No sign, advertisements or notice shall be inscribed, painted or affixed on any part of the outside or inside of the building, except with written permission of Landlord. Existing signage related to Tenant shall be maintained. Permitted signage shall comply with River Heights City Code.
- D. No Tenant shall do or permit anything to be done in said Premises, or bring or keep anything therein, which shall obstruct or interfere with the rights of other Tenants, or unreasonably injure or annoy them; or in any way increase the rate of fire insurance on said building, or on the property kept therein, or conflict with the regulations of the Fire Department, or the fire laws or with any insurance policy upon said Building or any part thereof, or with any rules and ordinances established by the Board of Health.
- E. Tenant shall not cause unnecessary labor by reason of carelessness and indifference to the preservation of good order and cleanliness. It is further agreed that the Landlord shall not be responsible to Tenant for any loss of property in or from said leased premises, or for any damage done in the demised premises to furniture or effects, however occurring. The Landlord shall not be liable to furnish Janitor service inside the tenant's premises unless such arrangement is further agreed in writing.
- F. Nothing shall be thrown by the Tenants, employees out of the windows or doors or down the passages of the building, and Tenants shall not make, or permit their employees to make any unreasonable or improper noises, in the rooms controlled or used by them, or interfere in any way with other Tenants, or those having business with them.

 Notwithstanding, Tenant shall be allowed to play music in the restaurant provided that it does not disturb existing Tenants in the building. No bicycles or other vehicles and no dogs or other animals, other than service dogs, shall be allowed in the offices, halls, corridors, elevators, or any other part of said Building.
- G. Without express written permission, no additional locks shall be placed upon any doors of the premises, and Tenants will not permit any duplicate keys to be made (all necessary keys will be furnished by the Landlord), but if more than two keys for any door-lock are desired, the additional number must be paid for by the Tenants. Upon the termination of this Lease the Tenant shall surrender all keys of the premises and of the building and give to the Landlord the explanation of the combination of all locks on vault doors in the premises.
- H. If the Tenants desires to install additional internet, tv, computer or telephonic connections, the Landlord will direct the electricians to where and how the wires are to be introduced, and without such directions no boring or cutting for wires will be permitted.
- I. Tenant shall not have overnight parking except that it may keep a maximum of five (5) vans parked in the parking lot. For all parking purposes, Tenant shall only use the southeast parking lot adjacent to the old church house.

- 6.04 <u>Responsibility</u>. The Tenant shall comply with all municipal, state and federal laws and regulations respecting said Premises. The Landlord shall not be liable for any loss of property by theft or burglary from said Premises or Building; nor for any accidental damage to person or property in or about said Premises from Tenant's use of the Premises or Building; and, the Tenant hereby covenants and agrees to make no claim for any such loss or damage at any time, except a claim for damage which has been caused by the gross negligence or willful misconduct of the Landlord or the Landlord's agents or employees.
- 6.05. <u>Entire Agreement.</u> This Agreement contains the entire Agreement between the parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.
- 6.06. Force Majeure. In the event that either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder, by reason of strikes, lockouts, labor trouble, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war, natural disaster, or other reason of a like nature not the required under the term of this Agreement, then performance of such for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this paragraph shall not operate to excuse Lessee from payment of any lease payment, additional lease payment or other payments required by the terms of this Agreement.
- 6.07. <u>Delivery of Subject Property</u>. Tenant agrees to deliver up the Subject Property to Landlord at the expiration of this Agreement in as good a condition as when the same was entered into by Tenant, reasonable wear and tear excepted.
- 6.08. <u>Default.</u> If either party defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights arising under this Agreement.
- 6.09. <u>Notices.</u> Any notices sent to the parties may be sent to them at the following addresses by certified or registered mail:

Landlord: River Heights City Corporation

Attn: Sheila Lind 520 S 500 E

River Heights, UT 84321

Tenant: Boys and Girls Club of Northern Utah

Att: Jenny Schulze 550 South Main Street

Brigham City Utah 84302

- 6.10. <u>Headings and Paragraph Numbers</u>. Headings and paragraph numbers have been inserted solely for convenience and reference and shall not be construed to effect the meaning, construction of effect of this Agreement.
- 6.11. <u>Invalid Provision</u>. If any provisions of this Agreement shall be determined to be void or unenforceable, such determination shall not effect the validity of any remaining portion of this Agreement, and any remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated.
- 6.12. <u>Binding.</u> This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, agents, successors-in-interest, assigns and transferees.
- 6.13. <u>Governing Law.</u> The terms and conditions of this Agreement shall be governed according to the laws of the State of Utah.
- 6.14. <u>Authority of Signatories.</u> Each person executing this Agreement individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing (whether it be a corporation, general or limited partnership, or otherwise), and that this Agreement is binding upon said entity in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove written.

LANDLORD: River Heights City	
By Jason Thompson Mayor	
Attest:	
City Recorder	
TENANT:	
By:	
Its:	

Exhibit A

[Highlight areas of school to be rented]

Location:

500 S 500 E River Heights, Utah

Map:

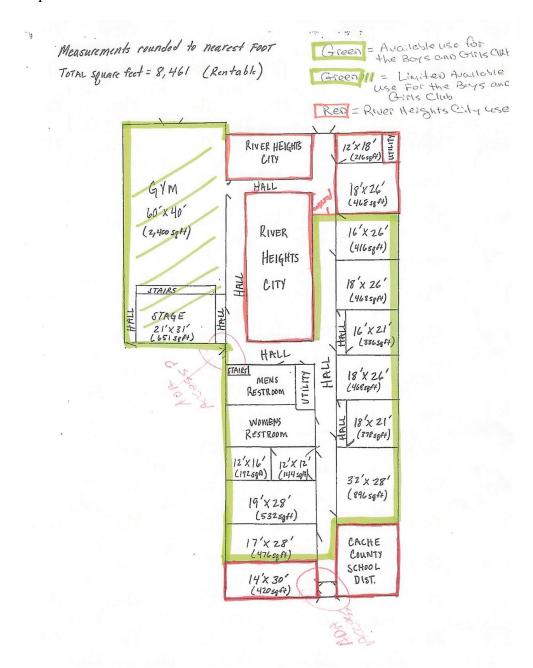


Exhibit "B" [Playground Schedule, Terms and Conditions]

THE BELOW TERMS MAY BE ALTERED EVERY 90 DAYS UPON ELECTION OF THE LANDLORD.

- a. Use of Ryan's Place Park shall be limited from 10am-12pm on Mondays and 1pm-3pm on Wednesdays.
- b. The Boys and Girls Club may use the outdoor green space immediately surrounding the old school (excluding the softball field, Ryan's Place Park and the smaller park to the South of the old school building). This outdoor green space use will be limited to Tuesdays from 1pm-3pm, and Thursdays from 10am-12pm.
- c. With 1 week's advance notice, the Boys and Girls Club of Northern Utah agrees to alter their time at the park to accommodate city use. For example, if the Young Ambassadors need to use the park on a Monday, and 1 week's advance notice is provided, the Club will alter their schedule to accommodate city use.
- d. The maximum number of youth allowed to participate in Clubs' programs shall be limited to 120 individuals.