
**AIRPORT CAFÉ
LEASE AGREEMENT**

THIS AGREEMENT made and entered into by and between the Gillette-Campbell County Airport, of 2000 Airport Rd., Ste. 108, Gillette, Wyoming, 82716, hereinafter referred to as LESSOR, and Tami Waldner d/b/a "Home Fire Foods", 35 Dovetail Court, Rozet, Wyoming 82727, hereinafter referred to as LESSEE, hereby agree as follows:

1. **DEMISE, DESCRIPTION AND USE OF THE PREMISES:** LESSOR, for and in consideration of the promises, covenants and agreements hereinafter mentioned, to be kept and performed by LESSEE, leases and demises to LESSEE for the purpose of operating a café for the sale of food and beverages not in violation of State, Federal and County laws, ordinances or regulations, the following described premises and equipment located inside the main terminal building of the Gillette-Campbell County Airport situated in Campbell County, Wyoming, more particularly identified as follows:

See Attached Exhibits "A", "B" and "C"

As used herein, the term "premises" refers to the real property identified in the attached Exhibits "A" and "B", the equipment identified in Exhibit "C" and to any improvements located thereon or equipment added from time to time in LESSOR'S sole discretion, during the term hereof. LESSEE shall use the leased premises only for the specific use set forth above and for no other purpose without the LESSOR's prior written consent. Smoking shall not be permitted anywhere on the leased premises. LESSEE is also granted the right to sell and provide machine delivered food and beverages at the Gillette-Campbell County Airport and LESSEE is hereby entitled to the revenue generated from all machine delivered food and beverages.

2. **TERM.** The term of this Lease shall be for one (1) year commencing March 1, 2020 and shall continue until February 28, 2021, subject to early termination as set forth below.

3. **EARLY TERMINATION.** Either party may terminate this lease at any time by providing a minimum of ninety (90) days' notice to the other party as set out in paragraph 11.

4. **RENT.** LESSOR agrees that at the time of entering this lease the rent will be free of monetary remuneration. Rent payable under the lease may be reviewed by LESSOR and subject to change upon ninety (90) days written notice to LESSEE based upon revenues generated by LESSEE. At the commencement of the lease term, LESSEE shall pay to LESSOR a \$150.00 deposit for keys to the leased premises and a \$350.00 deposit for cleaning. After the lease term, the \$150.00 deposit for keys shall be returned provided LESSEE returns all keys at the end of the lease term. The \$350.00 cleaning deposit shall be returned at the end of the lease term if LESSEE returns the premises clean and in as good as condition as when it is received at the sole discretion of LESSOR.

5. **WARRANTIES OF TITLE AND QUIET POSSESSION.** LESSOR covenants that LESSOR is seized of the leased premises in fee simple and has full right to make this lease that LESSEE shall have quiet and peaceable possession of the leased premises during the term hereof.

6. **UTILITIES.** LESSOR promises and agrees to pay for all utilities used by LESSEE upon the premises, including by way of illustration and without limitation, gas, water, electricity, sewage and garbage pickup. LESSEE shall be responsible for its own telephone charges.

7. **SIGNS AND ADVERTISING.** LESSEE may erect signs of such color, size or design as shall be found to be in keeping with the general design of the building and signs of the business located in the area, all in accordance with Federal, State or County laws, ordinances or regulations and applicable rules and regulations of the Gillette-Campbell County Airport. At the termination of this lease, LESSEE shall remove said sign(s).

8. **MAINTENANCE AND REPAIRS.** LESSEE shall keep in good order, condition and repair, the interior of said premises, including without limitation, the windows, doors, show cases, ceiling, floors, plumbing and interior walls, with the exception of painting the interior walls which shall be maintained by LESSOR. LESSEE shall be responsible for keeping the leased

premises clean. If LESSEE refuses or neglects to discharge its obligations noted above to the reasonable satisfaction of LESSOR, LESSOR may make such repairs or undertake such maintenance without liability for any loss or damage that may accrue to LESSEE's merchandise, fixtures or other property. Upon completion of such work, LESSEE shall promptly reimburse LESSOR for all costs incurred or LESSOR may deduct such costs from the money deposited with LESSOR.

LESSEE shall return the premises at the expiration of this lease in as good condition as it received the same, ordinary wear and tear excepted. LESSEE shall not have the right to make any alterations, improvements or additions to the premises without first obtaining LESSOR'S written consent.

LESSEE shall have the right to install show cases or equipment which may be removed at the expiration of this lease with the approval of the airport manager, provided LESSEE is not in default, and providing further that LESSEE shall restore the premises to its pre-installation condition.

LESSEE shall be liable for the costs of all repairs to the premises made necessary by reason of any act or omissions of the LESSEE, or its agents or servants, or by its customers.

LESSOR shall keep in good order, condition and repair, the basic equipment supplied by LESSOR under the terms of this lease, such as the freezer, refrigerator, stove, grill, ice machine and disposal and all exterior parts of the building, including by way of illustration, foundation, roof, sewers, service pipeline, lines up to and including the meters, permanent canopies, exterior walls, gutters, down spouts and exterior painting, and LESSOR shall maintain the heating and air conditioning system. LESSOR shall also maintain and clean all public and common areas of the building, including the restrooms. LESSOR shall also be responsible for cleaning and maintaining the hood vents.

LESSOR shall not be required to make any repairs of the structural parts of the building, which become necessary or desirable by reason of any act or negligence of LESSEE, its agents, invitees or employees, in which event the same shall be the obligation of LESSEE. LESSEE shall

forthwith at its own cost and expense, replace with glass of the same quality, any cracked or broken glass, including plate glass, and any interior and exterior windows and glass in the doors of the demised premises when the breakage is caused by LESSEE or LESSEE'S invitees.

9. **HOURS OF BUSINESS.** LESSEE shall always during the term of this lease be open to the public for business Monday through Friday, 10:00 a.m. to 2 p.m. LESSEE will inform the Airport Administration office and will place "Café Closed" signage in the café seating area of any cafe closures outside the established business hours. The holidays of New Year's Day, Good Friday, Easter, Independence Day, Memorial Day, Thanksgiving Day, Christmas Day are optional days in which the LESSEE may be open but not required under the terms of this lease

LESSEE acknowledges that LESSOR has a legitimate interest in regulating and establishing uniform hours of business for the benefit of patrons of the Gillette-Campbell County Airport and a breach of this paragraph will constitute a material breach of this agreement warranting LESSOR to exercise the options under Default. It is further agreed and understood that LESSOR desires and encourages extended hours of operation beyond those delineated in this lease.

10. **INSURANCE.** LESSOR shall be responsible for insuring the premises against loss by fire or casualties. In the event of the destruction of or major damage to the premises as a result of fire or other causes, LESSOR shall have the election to either terminate the lease or rebuild as LESSOR in its sole judgment shall deem best. During the time LESSEE is unable to use the premises because of repairs or rebuilding, all rent provided for herein shall abate.

LESSEE shall be responsible for obtaining and maintaining a policy of public liability insurance with respect to the leased premises having policy limits of at least \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate, for bodily injury or property damage. Said policy shall identify LESSOR as an additional insured. A certificate of insurance evidencing coverage shall be delivered within ten (10) days of the signing of this Agreement.

11. **NOTICES.** All notices, demands or other writings in this lease provided to be given or made or sent, or which may be deemed to have been fully given or made or sent when

made in writing and hand delivered or deposited in the United States mail, certified or registered and postage prepaid, and addressed as follows:

TO LESSOR: Gillette-Campbell County Airport
2000 Airport Road, Ste. 108
Gillette, Wyoming 82716

TO LESSEE: Tami Waldner
35 Dovetail Court
Rozet, Wyoming 82727

The address to which the notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

12. **INDEMNIFICATION OF LESSOR.** LESSOR shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by LESSEE or by any person whosoever may at any time be using or occupying or visiting the demised premises or the catering business conducted by LESSEE, or be in, or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of LESSEE or any occupant, subtenant, visitor or user of any portion of the premises or the catering business of LESSEE, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and LESSEE shall indemnify LESSOR against all claims, liability, death or damage. LESSEE shall have and provide personal property and liability insurance showing LESSOR as an additional insured as set out above in Paragraph 10, "Insurance". LESSEE hereby waives all claims against LESSOR for damages to the building and property of LESSEE in, on, or about the premises, from any cause arising at any time. The preceding sentence shall not apply to loss, injury, death or damage arising by reason of the intentional misconduct of LESSOR, its agents or employees.

13. **ATTORNEY'S FEES.** If any legal action is brought to enforce provisions of this contract, the prevailing party shall be entitled to recover from the other party as part of the

prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

14. **DEFAULT.** When either party shall be deemed in default under the terms of this agreement, notice of said default shall be provided in writing pursuant to paragraph eleven (11) above and the party deemed in default shall have ten (10) days to cure said default provided notice has not been given previously for the same violation. In case of default accruing from the terms of this agreement and entry made by the LESSOR, said LESSOR may re-let said premises for the remainder of said term for the highest rent obtainable, and may recover from the LESSEE any deficiency between the amount so obtained and the rent and late fees herein reserved. In the case of any such default, LESSOR shall and may exercise legal remedies and re-enter the premises and remove all persons and property therefrom and in such event the LESSEE hereby waives service of any notice in writing or intention to re-enter, notice to terminate or demand for possession.

Any of the following events shall constitute default herein:

- a. LESSEE's failure to perform any other duty or obligation imposed upon it by this lease.
- b. The filing of a petition in bankruptcy or insolvency, or for reorganization under any bankruptcy act or the making of an assignment for the benefit of creditors by LESSEE.
- c. The sale of the interest of LESSEE in the premises under execution or any other legal process.

15. **SUCCESSORS.** This lease and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

16. **TIME IS OF THE ESSENCE.** Time is of the essence of this lease and of each and every covenant, term, condition and provision hereof.

17. **SECTION CAPTIONS.** The captions appearing after the section number designations of this lease do not in any way limit or amplify the terms and provisions of this lease.

18. **ENTIRE AGREEMENT.** This Lease Agreement represents the entire agreement between the parties and no further amendment, change or understanding shall be binding on either party unless in writing and executed by both parties hereto.

19. **ALCOHOLIC BEVERAGES.** It is understood at the time of entering into this agreement that LESSEE does not currently have a liquor license, however, LESSEE may seek to obtain such a license. Both parties to this Agreement recognize the importance of safety to the traveling public and the detrimental effect that can occur should the public perceive that employees of LESSOR or the employees of other air transportation companies located at the Gillette-Campbell County Airport are, or have the intent of, consuming alcoholic beverages while on duty. Thus, in the event LESSEE obtains a liquor license, LESSEE agrees to use its best efforts to not serve any alcoholic beverages on the premises to any employee of any air transportation company except when such employee is off duty, not in uniform and then only in compliance with the State of Wyoming liquor laws and regulations. LESSEE shall be deemed to use best efforts if it does not serve any such employee in uniform and those known employees out of uniform only after inquiry that they are off duty. No alcoholic beverages shall be allowed on the premises in any manner whatsoever unless LESSEE first obtains a Wyoming Liquor License.

20. **SUBLEASE WITH APPROVAL.** LESSEE shall not sublease or assign its interest in this Lease Agreement without the prior written consent of the LESSOR.

21. **RIGHT OF INSPECTION.** LESSOR reserves the right to inspect the premises at any time.

22. **NON-DISCRIMINATION.** The premises are to be operated for the use and benefit of the public. Public use is to be determined as follows:

- a. LESSEE will furnish good, prompt, and efficient services adequate to meet the demands for its service at the Airport.
- b. LESSEE will furnish services on a fair, equal and nondiscriminatory basis to all users thereof.
- c. LESSEE agrees to charge fair, reasonable and nondiscriminatory prices for each unit of sale or service, provided that the LESSEE may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- d. The Lessee will not discriminate against any person or class of persons by reasons of race, color, creed or national origin in providing any services or in the use of any of its facilities. The LESSEE further agrees to comply with such enforcement procedures as the United States or LESSOR might demand.

23. **MISCELLANEOUS.** The failure of LESSOR to insist upon strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any subsequent breach or default.

IN WITNESS WHEREOF, the parties have executed this Lease at Gillette, Campbell County, Wyoming this 20th day of May 2020.

**GILLETTE-CAMPBELL COUNTY AIRPORT BOARD
(LESSOR)**

BY: _____

Greg Schreurs, President

(LESSEE)

BY: _____

Tami Waldner d/b/a "Home Fire Foods"

STATE OF WYOMING)
) **ss.**
COUNTY OF CAMPBELL)

The foregoing **Lease Agreement** was signed before me personally by **Tami Waldner** this ___ day of _____2020.

Witness my hand and seal.

Notarial Officer

My Commission Expires: _____