

BUILDING USE AGREEMENT

BETWEEN

GILA COUNTY d/b/a GILA EMPLOYMENT SPECIAL TRAINING

AND

PAYSON FIRST ASSEMBLY OF GOD CHURCH

THIS AGREEMENT, made this 1st day of January, 2012, between Gila County d/b/a Gila Employment Special Training, State of Arizona, (User) and Payson First Assembly of God Church, Town of Payson, State of Arizona, (Owner).

Owner does hereby rent to User the following described premises:

1. PARTIES:

User: Gila County d/b/a GEST
1400 E. Ash Street
Globe, Arizona, 85501

Owner: Payson First Assembly of God
1100 W. Lake Drive
Payson, Arizona, 85541

- 2. PREMISES:** The building located at 1100 W. Lake Drive, Payson, Arizona. The premises shall not include any of the land surrounding the building including, but not limited to the parking areas. Overnight parking and/or storage of vehicles in the parking areas is prohibited.

User will be using the second floor of the premises to hold miscellaneous functions and events for its Gila Employment Special Training (GEST) program. The kitchen and restroom facilities on the premises will also be used by the Lessee.

The premises will be made available to the User for use Monday through Friday from 7:00 am to 4:00 pm. Owner shall notify User no less than twenty four (24) hours in advance if the premises will not be available during that time.

- 3. TERM:** The term of the agreement shall be for twelve (12) months from January 1, 2012 to December 31, 2012, with the option to renew for two (2) more one (1) year terms. Rent may be negotiated at the end of the use term if the option to renew is accepted.
- 4. RENT:** User shall pay a monthly rent of \$250.00. Rent is due on or before the first day of each month during the term of this Agreement. Rent shall be paid to the Owner at the address listed in item 1 above. Any increase or decrease in rent amount must be approved by both Parties through an amendment to the original agreement.

Owner shall submit all invoices to the Gila County Accounts Payable Department at 1400, E. Ash Street, Globe, Arizona, 85501.

- 5. FUNDING AVAILABILITY:** Owner acknowledges that User is a government entity, and the contract validity is based upon the availability of public funding under its authority. In the event public funds are unavailable and are not appropriated for the performance of the User's obligations under this contract, then this contract shall automatically expire

without penalty to User after written notice to Owner of the unavailability and non-appropriation provisions for its convenience or to circumvent the requirements of this contract, by this contract, by only as an emergency fiscal measure.

6. **USER'S OBLIGATIONS:** During the Rental Agreement term, User agrees and promises:
- a. Not to make or permit use of the Premises for any unlawful purpose or any purpose that will injure the reputation of the Owner or the Premises or the building of which they are a part.
 - b. To keep Premises in clean and as good repair as at the beginning of the Rental Agreement term.
 - c. Not to do or permit any of the following: 1) Paint upon, attach, exhibit or display in or about the Premises any sign or placard. 2) Alter or redecorate the Premises. 3) Attach or affix anything to the exterior of the Premises.

7. **OWNER OBLIGATIONS:** Owner shall be responsible for utilities and building maintenance.

8. **INSURANCE:** User shall be liable at all times during the use agreement for liability insurance of \$50,000 minimum.

9. **INDEMNITY:** Owner agrees to defend, indemnify and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part of the negligence or misconduct of Owner, except to the extent same are caused by the negligence or willful misconduct of User. It is the intent of this section to require the provider to indemnify Gila County, Owner, to the extent permitted under Arizona Law.

10. **GENERAL PROVISIONS:**

10.1 This building us agreement is subject to the cancellation provisions of A.R.S. § 38-511, the provisions of which are hereby incorporated herein.

10.2 Notices. Notices shall be in writing and shall be given to the User and Owner at the addresses set forth hereunder or at such other address as a party may designate in writing. The date notice given shall be date on which the notice is delivered, if notice is given by personal delivery, or the date of the deposit in the mail or with express delivery service.

Address for User:
Gila County
Attn: Dave Caddell
5515 S. Apache
Globe, Arizona, 85501

Address for Owner:
Payson First Assembly of God
Attn: Kelly Wooldridge
1100 W. Lake Drive
Payson, Arizona, 85547

10.3 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter contained in the Agreement. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are superseded by and emerged into this Agreement. No supplement,

modification, or amendment of this Agreement shall be binding unless in writing and executed by the Parties.

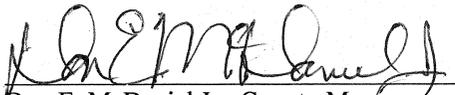
10.4 Construction of Agreement. This Agreement shall be construed and interpreted according to its plain meaning and no presumption shall be deemed to apply in favor of or against the party drafting this Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

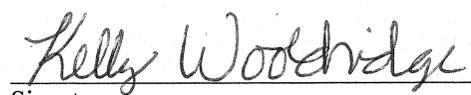
USER:

OWNER:

GILA COUNTY

PAYSON FIRST ASSEMBLY OF GOD CHURCH


Don E. McDaniel Jr., County Manager


Signature

Date: 3/14/12

Date: 3/10/2012

APPROVED AS TO FORM


Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, Count Attorney