

After recording, please deliver to: Marian Sheppard, BOS



## LEASE AGREEMENT

This Agreement is entered into by and between **Copper Mountain Inn, Inc.**, hereinafter referred to as the **Owner** and **Gila County**, through the administrative authority of the Gila County Board of Supervisors, hereinafter referred to as **Gila County**.

1. **LOCATION AND DESCRIPTION OF LEASED AREA:** This Agreement is to lease 2,513 net square feet of office space, not including hallways or common areas, by the Gila County Community Services Division/REPAC Department. The office space to be leased is located in the front portion of the Copper Mountain Inn office building facing 1100 Monroe Street, Globe, Arizona. Attached to this Agreement as Exhibit A is a copy of the floor plan with the office space to be leased highlighted.
2. **TERM AND RATES:** The initial term of this Agreement shall be for a period of one year, commencing on the 1<sup>st</sup> day of July, 2001, and ending June 30, 2002. **Gila County** may terminate this Agreement at any time by giving **Owner** sixty (60) days notice. This Agreement is automatically renewed at the end of the initial term and at the end of each renewal term thereafter with the same termination provision in effect. The initial monthly rent to be paid by **Gila County** shall be the sum of \$2,921.00 payable by the tenth of the current month.
3. **OWNER RESPONSIBILITIES:** **Owner** agrees to provide heating and air conditioning between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. on Saturdays of each week except holidays. **Owner** agrees to provide electricity and installed lighting to include replacement of light bulbs. **Owner** agrees to provide water for restrooms and drinking fountains. **Owner** agrees to provide and maintain automatic elevator services. **Owner** agrees to provide housekeeping services. **Owner** agrees to maintain all ingress and egress ways in a clean, safe and orderly fashion.

4. **GILA COUNTY RESPONSIBILITIES:** **Gila County** agrees to carry insurance on personal property. **Gila County** shall provide for telephone service and equipment at its own expense. **Gila County** shall provide furnishings and supplies necessary for operation in the area it occupies.
5. **LANDLORD - TENANT RELATIONSHIP:** The landlord-tenant relationship shall be governed by A.R.S. Section 33-301 to 33-381.
6. **FISCAL LIMITATIONS:** It is understood and agreed that **Gila County's** obligation pursuant to this Agreement is contingent upon adequate financial appropriation during the rental period. In the event such appropriation is inadequate, **Gila County** may discontinue occupying the office space as described herein with sixty (60) days notice.
7. **LIABILITY:** The parties hereto shall each be liable for damages to or theft of property or injuries or death to persons or any other loss or liability resulting from the negligence or intentional act or acts of their own employees or agents in operating, maintaining or occupying the facility noted herein.
8. **MODIFICATIONS AND IMPROVEMENTS:** All structural improvements or modifications desired and made to the premises by **Gila County** shall be subject to prior written approval by **Owner** through **Owner's** contact referenced herein.
9. **NOTICES:** All notices or demands upon either party by the other pursuant to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Copper Mountain Inn, Inc.  
Attn: Paul R. Friedlan  
1100 Monroe Street  
Globe, AZ 85501

Gila County  
Facilities and Land Management  
4053 E. Highway 60-70  
Miami, AZ 85539

In witness whereof, both parties hereby execute this Agreement.

**COPPER MOUNTAIN INN, INC.**

**GILA COUNTY**

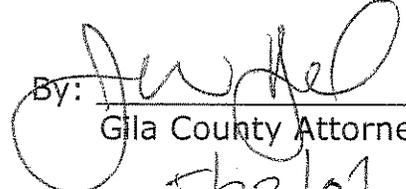
By:   
Paul Friedlan  
Administrator

By:   
Chairman Cruz Salas  
Gila County Board of Supervisors

Date: 5/30/01

Date: 5-31-01

**APPROVED AS TO FORM:**

By:   
Gila County Attorney  
Date: 5/22/01



