

**COMMERCIAL LEASE BETWEEN WEBER COUNTY LIBRARY  
AND COFFEE CONNOISSEUR**

This lease agreement ("Lease") is made and entered into this 1st day of April, 2021, by and between the Weber County Library, whose address is 2039 W 4000 S, Roy, UT 84067, ("Landlord"), and Coffee Connoisseur, LLC, DBA Bean-a-Colada, whose address is 2276 Washington Blvd., Unit 606, Ogden, UT 84401 ("Tenant") (collectively, "Parties," or individually, "Party").

**ARTICLE ONE  
GRANT OF LEASE**

1.1 Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, Landlord hereby leases to Tenant the property described in Exhibit "A" and will deliver the premises as detailed in Attachments B, C, and D.

**ARTICLE TWO  
LEASE TERM**

2.1 The term of this Lease shall be for five (5) years. The Lease shall begin on the commencement date, April 1, 2021, and shall terminate on March 31, 2026.

2.2 Tenant shall surrender the Leased Premises to Landlord immediately upon termination of the Lease.

2.3 The Parties may extend this Lease in writing upon such terms and conditions as may be agreed upon. Any extension shall be signed by the Parties at the time of the agreed upon extension.

**ARTICLE THREE  
RENT**

3.1 During the term of this Lease, Tenant agrees to pay Landlord rent for the Leased Premises, and Landlord agrees to accept as payment of rent, as follows:

A. The minimum monthly rent shall be \$400 as long as Tenant's gross monthly sales are less than \$15,000. If gross monthly sales equal or exceed \$15,000, rent shall be 8.5% of the gross monthly sales amount. Upon payment of rent, Tenant must provide Landlord with a statement showing Tenant's total gross receipts for the preceding month.

B. Tenant shall pay all rental and other payments due to Landlord in monthly installments on or before the first day of each month during the term this Lease. Payments shall be made to the Administration Office of the Weber County Library at 2039 W 4000 S, Roy, UT 84067.

C. If Tenant fails to pay rent when due, Tenant shall pay interest on such past due amount at the rate of ten (10%) percent per annum.

**ARTICLE FOUR  
USE OF LEASED PREMISES**

4.1 The Leased Premises may be occupied and used by Tenant exclusively as a Coffee Cafe. Tenant shall restrict its use of the Leased Premises to such purposes and shall not use or permit the use of the Leased Premises for any other purpose without the prior, express, and written consent of Landlord.

4.2 Tenant shall not use or permit the use of the Leased Premises for any unlawful purpose.

4.3 Tenant shall use all reasonable precaution to prevent waste, damage, or injury to the Leased Premises.

**ARTICLE FIVE  
SECURITY DEPOSIT**

5.1 Tenant shall deposit with Landlord the sum of seven hundred dollars (\$700), as security for the full and faithful performance of all the terms of this Lease required to be performed by Tenant. The security deposit shall be returned to the Tenant after the expiration of this Lease provided Tenant has fully and faithfully carried out all of its terms.

**ARTICLE SIX  
TAXES**

6.1 Tenant shall pay, on or before the last day on which payment may be made without penalty or interest, all taxes, assessments, or other governmental charges that shall or may be imposed on Tenant during the term of this Lease or that arise in connection with the use of the Lease Premises.

6.2 Tenant, at its own cost and expense, may contest the amount of any tax by appropriate proceedings. Tenant may also, by appropriate proceedings, attempt to obtain a reduction in the assessed valuation of the Leased Premises for tax purposes.

**ARTICLE SEVEN  
OBLIGATIONS FOR REPAIRS**

7.1 Landlord shall repair or replace any defects, deficiencies, deviations or failures of materials or workmanship in the building and shall maintain the building in a good, safe condition.

7.2 Tenant shall repair, replace, and maintain the Leased Premises, and any additions, alterations, or improvements to the Leased Premises that are authorized by the Landlord, in good order and condition at its own expense.

**ARTICLE EIGHT  
TENANT'S COVENANTS**

8.1 Tenant covenants and agrees as follows:

A. To procure any licenses and permits required for any use made of the Leased Premises by Tenant, and to provide Landlord with a copy of those licenses and permits.

B. That upon the expiration or termination of this Lease, Tenant shall remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair, and condition in all respects; excepting only reasonable wear and tear.

C. To permit Landlord and its agents to enter the Leased Premises at reasonable times to examine and repair, or to make additions, alterations, or modification to any part of the building in which the Leased Premises are located. Tenant shall provide Landlord with a set of keys for such purposes. Landlord shall not unreasonably interfere with the conduct of Tenant's business;

**ARTICLE NINE  
INDEMNITY**

9.1 Tenant shall indemnify and hold Landlord harmless for any and all injuries, losses, claims, or damages to any person or property that occur on the Leased Premises or that arise out of Tenant's use of the Leased Premises, unless such injuries, losses, claims or damages were caused by the willful acts, omissions or gross negligence of Landlord, its employees, agents, licensees or contractors.

**ARTICLE TEN  
INSURANCE**

10.1 Tenant shall procure and maintain public liability insurance during the term of this Lease with limits of not less than one million dollars (\$1,000,000) for injury or death from one accident and one million dollars (\$1,000,000) in property damage insurance, insuring both Landlord and Tenant against liability for damage claims and personal injury claims that arise out of Tenant's use of the Leased Premises. A copy of the policy or a certificate of insurance shall be delivered to Landlord on or before the commencement date. Tenant shall obtain a written obligation from the insurers to notify Landlord in writing at least ten (10) days prior to cancellation or refusal to renew any policy.

10.2 In the event of any damage to or destruction of the Leased Premises, Tenant shall adjust the loss and settle all claims with the insurance companies issuing such policies. The parties do irrevocably assign the proceeds from such insurance policies for the purposes hereinafter stated to Landlord and Tenant jointly. Landlord shall be entitled to make withdrawals upon presentation of:

A. Bills for labor and materials expended in repair, restoration, rebuilding or replacement, or any combination thereof;

B. Landlord's sworn statement that such labor and materials for which payment is being made have been furnished or delivered on site; and

C. The certificate of a supervising architect (selected by Landlord) certifying that the work being paid for has been completed in accordance with the Plans and Specifications previously approved by Landlord.

10.3 Any insurance proceeds in excess of such proceeds as shall be necessary for repair, restoration, rebuilding, replacement or any combination thereof shall be the sole property of Landlord. If the proceeds necessary for such repair, restoration, rebuilding or replacement, or any combination thereof shall be inadequate to pay the cost thereof, Tenant shall suffer the deficiency.

#### **ARTICLE ELEVEN ASSIGNMENT, SUBLEASE, OR LICENSE**

11.1 Tenant shall not assign or sublease the Leased Premises, or any right or privilege connected with the Leased Premises, without first obtaining the written consent of Landlord. A consent by Landlord shall not be a consent to a subsequent assignment, sublease, or occupation by other persons.

11.2 Any unauthorized assignment, sublease, or license to occupy the Leased Premises by Tenant shall be void and shall terminate this Lease at the option of Landlord.

#### **ARTICLE TWELVE SIGNAGE**

12.1 Tenant shall not construct or place signs, marquees, other structures, or decorations on the building or the Leased Premises without the prior, express, and written consent of Landlord.

12.2 At the termination of this Lease, Tenant shall remove any such signs, marquees, or other structures and pay the Landlord for repair of any damage occasioned thereby.

#### **ARTICLE THIRTEEN DAMAGE TO LEASED PREMISES**

13.1 In the event of a partial destruction of the Leased Premises during the term of this Lease from any cause, Landlord shall promptly repair the Leased Premises (excluding Tenant's leasehold improvements) to substantially the same condition they were in prior to the damage or destruction.

13.2 Landlord shall diligently prosecute the work to completion without delay or interruption except for events beyond the reasonable control of Landlord.

13.3 If, as a result of such repairs, Tenant is deprived of the use of the Leased Premises, Tenant shall be entitled to a proportionate reduction of rent while repairs are being made. The work of repair, restoration, rebuilding, or replacement or any combination thereof shall in no way be construed by any person to effect a reduction of sums or proceeds payable under any rent insurance policy.

13.4 Notwithstanding the foregoing, if such damage or destruction shall occur during the last year of the term of this Lease, or during any renewal term, and shall amount to twenty-five (25%) percent or more of the replacement cost of the Leased Premises, this Lease may be terminated by either Landlord or Tenant upon thirty (30) days' notice.

13.5 A total destruction of the building in which the Leased Premises are situated shall terminate this Lease.

13.6 Upon termination of the Lease under this section, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant. Tenant shall remain liable for any outstanding obligations arising up to the date of such termination.

#### **ARTICLE FOURTEEN BREACH**

14.1 The following shall constitute a breach of this Lease:

A. Tenant shall be in default (default herein being defined as payment received by Landlord five (5) or more days subsequent to the due date) in the payment of rent or other charges herein required on three or more occasions; or

B. Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Tenant under this Lease for a period of thirty (30) days after notice to Tenant in writing of such default; or

C. Tenant shall take an action or allow an action to be taken under any bankruptcy act; or a receiver shall be appointed to take possession of all or substantially all of Tenant's assets; or Tenant makes a general assignment for the benefit of creditors.

#### **ARTICLE FIFTEEN REMEDIES FOR BREACH BY TENANT**

15.1 If Tenant breaches this agreement, Landlord shall be entitled at its election to exercise, concurrently or successively, any one or more of the following rights:

A. Landlord may terminate this Lease by giving five (5) days' notice to Tenant of the termination. After the five (5) days have passed, Landlord may reenter the Leased Premises and remove any property and personnel of Tenant and store the property at the expense of Tenant. Landlord may recover from Tenant all damages proximately resulting from the breach, including but not limited to the cost of recovering the Leased Premises and the balance of the rent payments remaining due and unpaid under this Lease.

B. Landlord may declare immediately due and payable all Minimum Rent, Taxes, and other rents and amounts due and coming due under this Lease for the entire remaining term, together with all other amounts previously due, at once. Such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term.

C. Landlord may suspend or discontinue furnishing or rendering to Tenant any property, material, labor, utilities or other service, so long as Tenant is in default under this Lease without liability to Landlord or any other party and without constituting a constructive or actual eviction.

D. Landlord may cure any default on account of Tenant. Tenant shall reimburse Landlord for any amount paid or contractual liability incurred in so doing. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for Tenant hereunder, Landlord may add said amount to the next payment of rent due and said payment shall for all purposes be deemed and treated as rent.

E. Landlord may allow the Leased Premises to remain unoccupied and collect rent from Tenant as it comes due.

F. Landlord may pursue such other remedies as are available at law or equity.

15.2 Landlord's pursuit of any remedy or remedies listed above shall not constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity. Any two or more or all of such rights and remedies may be exercised at the same time.

#### **ARTICLE SIXTEEN QUIET ENJOYMENT**

16.1 Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.

#### **ARTICLE SEVENTEEN HOLDING OVER**

17.1 In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Landlord and Tenant, such occupancy shall continue as a tenancy at will, from month to month, upon the terms specified in this Lease.

#### **ARTICLE EIGHTEEN WAIVERS**

18.1 Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

18.2 If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

**ARTICLE NINETEEN  
DISPUTES**

19.1 If at any time a dispute shall arise as to any sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay is asserted may make payment "under protest." Such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum, or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay.

19.2 If at any time a dispute shall arise between the parties as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the costs thereof "under protest." The performance of such work shall not be regarded as a voluntary performance and there shall survive the right on the part of said party to institute suit for the recovery of the costs of such work. If it shall be adjudged that there was no legal obligation to perform work, or any part thereof, said party shall be entitled to recover the costs of such work or the cost of so much thereof as said party was not legally required to perform.

**ARTICLE TWENTY  
NOTICES**

20.1 Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed.

If intended for Landlord the same will be mailed to the address herein above set forth or such other address as Landlord may hereafter designate by notice to Tenant.

Weber County Library System  
2039 W 4000 S  
Roy, UT 84401

If intended for Tenant, the same shall be mailed to Tenant at the address herein above set forth, or such other address or addresses as Tenant may hereafter designate by notice to Landlord.

Coffee Connoisseur  
2276 Washington Blvd, Unit 606  
Ogden, UT 84401

**ARTICLE TWENTY-ONE  
MISCELLANEOUS**

21.1 Fixtures. All personal property, furnishings, equipment, and all other trade fixtures installed at the expense of Tenant (exclusive of structural, mechanical, electrical, and plumbing) affixed to the Leased Premises that are susceptible of being removed from the Leased Premises without damage, unless such damage is repaired by Tenant, shall remain the property of Tenant. Tenant may remove the same or any part thereof at any time during of this Lease provided that Tenant shall make any repairs occasioned by such removal at its sole cost and expense.

21.2 Estoppel Certificates. Upon request in writing from the other, the parties shall execute, acknowledge and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

21.3 Severability. If any term or provision of this Lease shall be held invalid or unenforceable by any court or as a result of future legislative action, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. In lieu of such illegal, invalid, or unenforceable provision, the parties shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the parties' intent in entering into this agreement.

21.4 Captions. The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

21.5 No Partnership. Nothing contained herein shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of a joint venture between the parties. It being understood and agreed that neither any provision contained herein, nor any acts of the parties, shall be deemed to create any relationship between the parties other than the relationship of Landlord and Tenant.

21.6 Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statements or representations that are not contained in this instrument shall have any force and effect.

21.7 Modification. This Lease shall not be modified in any way except by a writing executed by both parties.

21.8 Governing Law. This Lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah. The parties waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Weber County, State of Utah.



21.9 Extraordinary Remedies. In the event of a breach of this Lease, the parties may obtain injunctive relief in addition to any and all other remedies available regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

21.10 Reliance on Financial Statement. Tenant shall furnish concurrently with the execution of this Lease, a financial statement prepared by an accountant. Tenant represents and warrants that all the information contained therein is complete, true, and correct. Tenant understands that Landlord is relying upon the accuracy of the information contained therein. Should there be found to exist any inaccuracy within the financial statement which adversely affects Tenant's financial standing, or should Tenant's financial circumstances materially change, Landlord may demand, as additional security, an amount equal to an additional two (2) months' rent, which additional security shall be subject to all terms and conditions herein, require a fully executed guaranty by a third party acceptable to Landlord, elect to terminate this Lease, or hold Tenant personally and individually liable hereunder.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers duly authorized.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
James H. "Jim" Harvey, Chair

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor


LANDLORD:  
WEBER COUNTY LIBRARY BOARD

By Cynthia Mattson  
Cynthia Mattson, Chair

ATTEST:

Julia L. Valle  
Notary Public *Julia L. Valle*

TENANT: Coffee Connoisseur, LLC

By  \_\_\_\_\_  
Rusty Bartolay, Owner

ATTEST:

 \_\_\_\_\_  
Notary Public

# Acknowledgment

State of Utah )

County of § Weber )

On this 7<sup>th</sup> day of April, in the year 2021, before me, Shari R Creer a notary  
date month year notary public name

public, personally appeared Rusty Bartolay, proved on the basis of satisfactory  
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged

(he/she/they) executed the same.

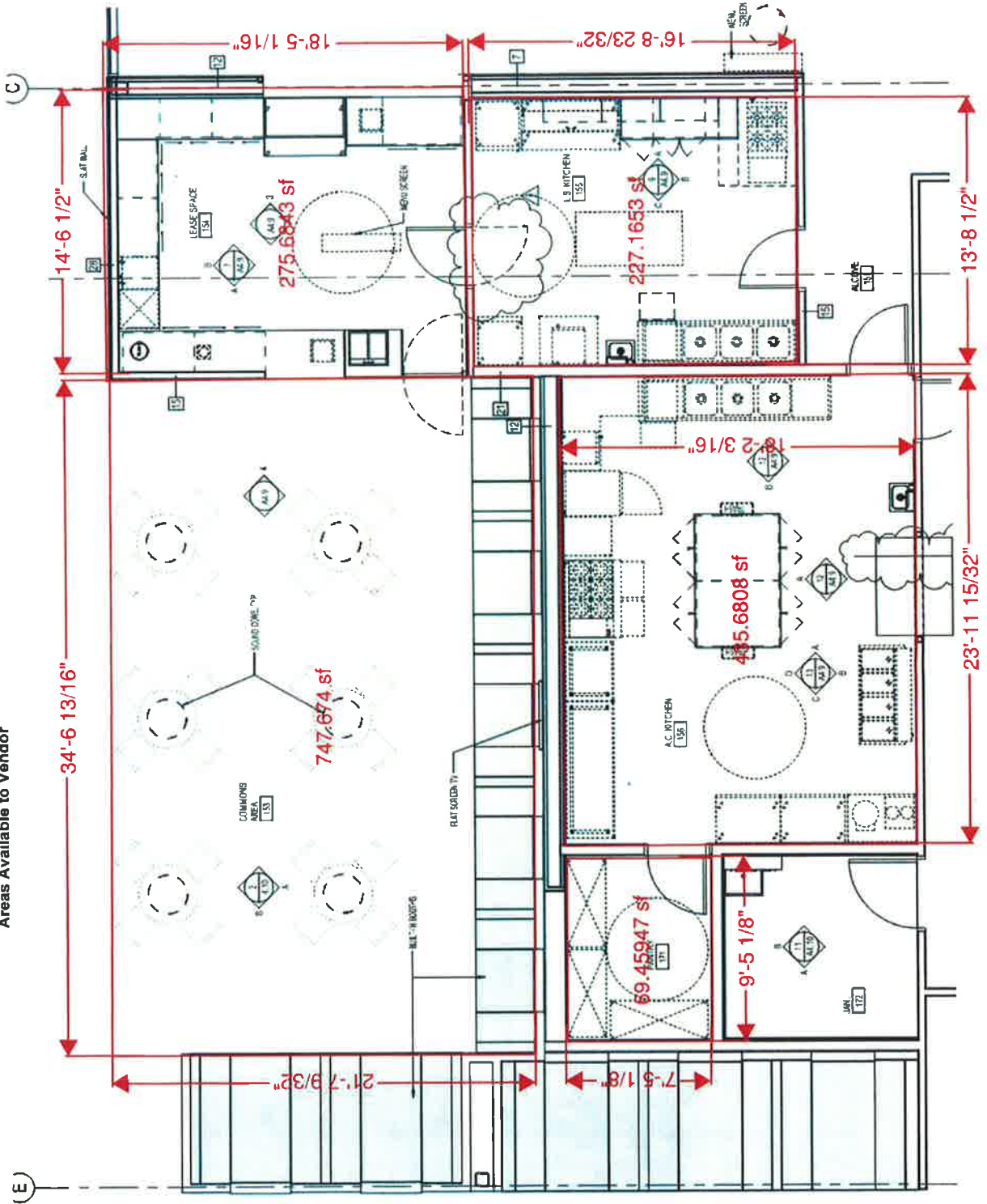
Witness my hand and official seal.

Shari R Creer  
(notary signature)

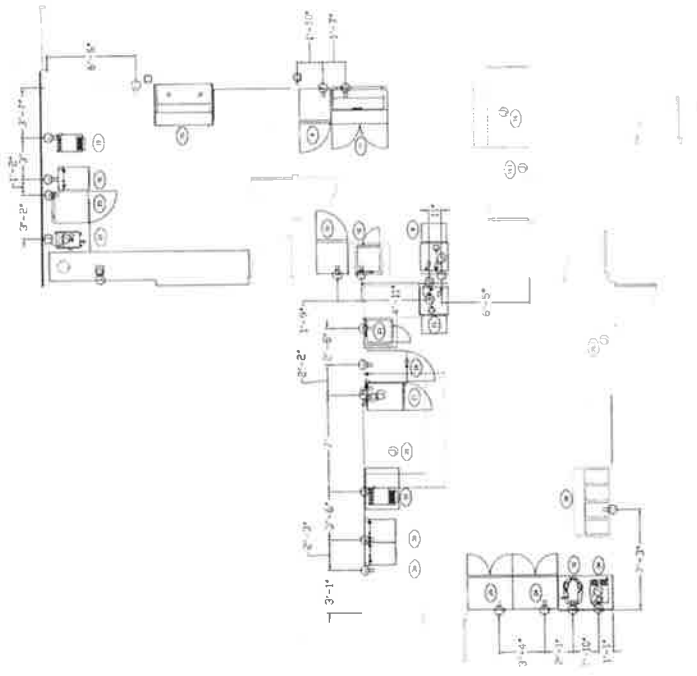


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**EXHIBIT "A" – Coffee Shop/Cafe Lease Space and Surrounding Support Areas Available to Vendor**

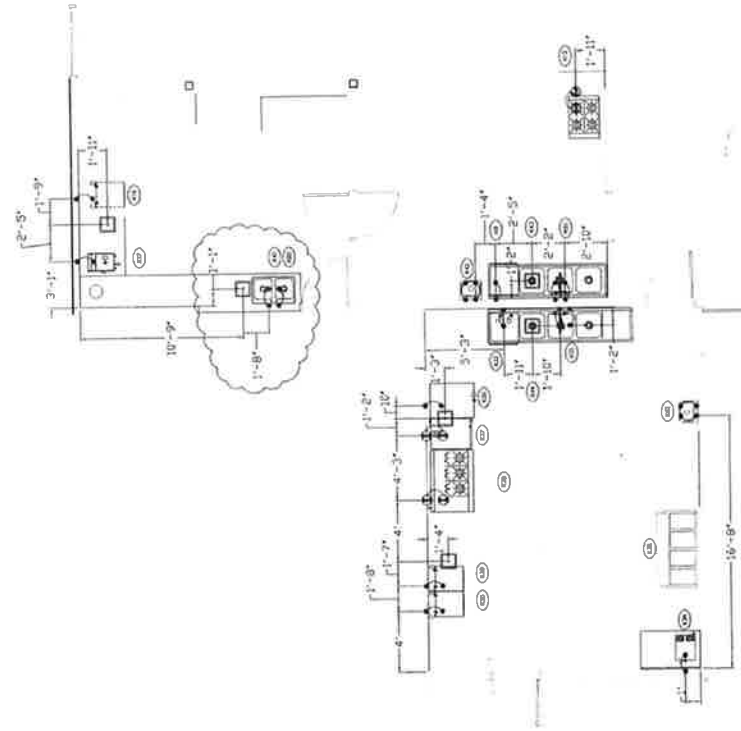


**EXHIBIT "B" - Coffee Shop Electrical Supply Available to Vendor**



ELECTRICAL SCHEDULE I			UNIT
NO.	DESCRIPTION	REMARKS	
1	TRANSFORMER	250/1, 15 AMP, 120V, 100 KVA	1
2	GENERATOR	250/1, 15 AMP, 120V, 100 KVA	1
3	RECYCLER	120/1, 2.5 AMP, NEMA 3-134, 18" HGT	1
4	FREEZER	120/1, 5.0 AMP, NEMA 3-134, 18" HGT	1
5	ICE MAKER	120/1, 5.0 AMP, NEMA 3-134, 18" HGT	1
6	CONVECTION OVEN	200/1, 10 AMP, NEMA 3-200, 18" HGT	1
7	PIE SYSTEM	120/1, 10 AMP, NEMA 3-200, 18" HGT	1
8	BATTERY CHARGER	120/1, 10 AMP, NEMA 3-200, 18" HGT	1
9	REFRIGERATOR	120/1, 5.3 AMP, NEMA 3-134, 18" HGT	1
10	REFRIGERATOR	120/1, 5.3 AMP, NEMA 3-134, 18" HGT	1
11	REFRIGERATOR	120/1, 5.3 AMP, NEMA 3-134, 18" HGT	1
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48	REFRIGERATOR	120/1, 5.3 AMP, NEMA 3-134, 18" HGT	1
49	REFRIGERATOR	120/1, 5.3 AMP, NEMA 3-134, 18" HGT	1
50	REFRIGERATOR	120/1, 5.3 AMP, NEMA 3-134, 18" HGT	1

Exhibit "C" - Coffee Shop Plumbing Support Available to Vendor



NO	DESCRIPTION	REMARKS	QTY
478	RECREATIONAL RANGE	1/2" GAS - 48,000 BTU - 5" HGT	1
479	DISHWASHER	3/4" HOT WATER - 18" HGT	1
480	ICE MACHINE	3/4" GAS, 136 MBTU, 12" HGT	1
481	ESPRESSO MACHINE	1/2" COLD WATER - 12" HGT	1
482	COFFEE BREWER	1/2" COLD WATER - 18" HGT	1
483	COOK & HOLD DRY	1/2" COLD WATER - 24" x 60" HGT	1
484	STOVE	1/2" GAS, 48 MBTU, 44" HGT	1
485	RECREATIONAL RANGE	3/4" GAS, 272 MBTU, 12" HGT	1
486	DISHWASHER	1/2" COLD WATER - 12" HGT	1
487	COFFEE BREWER	1/2" COLD WATER - 42" HGT	1
488	STOVE	1/2" GAS, 48 MBTU, 44" HGT	1
489	DISHWASHER	1/2" COLD WATER - 12" HGT	1
490	COFFEE BREWER	1/2" COLD WATER - 42" HGT	1
491	STOVE	1/2" GAS, 48 MBTU, 44" HGT	1
492	DISHWASHER	1/2" COLD WATER - 12" HGT	1
493	COFFEE BREWER	1/2" COLD WATER - 42" HGT	1
494	STOVE	1/2" GAS, 48 MBTU, 44" HGT	1
495	DISHWASHER	1/2" COLD WATER - 12" HGT	1
496	COFFEE BREWER	1/2" COLD WATER - 42" HGT	1
497	STOVE	1/2" GAS, 48 MBTU, 44" HGT	1
498	DISHWASHER	1/2" COLD WATER - 12" HGT	1
499	COFFEE BREWER	1/2" COLD WATER - 42" HGT	1
500	STOVE	1/2" GAS, 48 MBTU, 44" HGT	1

