

**REAL PROPERTY LEASE AGREEMENT
BY AND BETWEEN WEBER COUNTY AND
BRANDI BARBER**

This lease agreement is entered into between WEBER COUNTY ("County"), a political subdivision of the State of Utah, located at 2380 Washington Blvd., Ogden, Utah, 84401, and BRANDI BARBER ("Lessee"). This agreement shall take effect as soon as both parties have signed it, but the lease shall not take effect until March 10, 2026.

RECITALS

1. The County has space on the first floor within Suite #115 of its main government building, the Weber Center, that is currently unoccupied and available for lease.
2. A portion of the area described in the previous paragraph, consisting of approximately 225 square ft., is expected to be available as leased office space no later than March 10, 2026. That portion will be known in this agreement as the "Leased Space."
3. The Lessee has inspected the Leased Space and would like to lease it for use as office space for her massage therapy practice.
4. The Leased Space is more fully described in Exhibit A, which is hereby incorporated into this Agreement.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**SECTION ONE
LEASED PREMISES**

The County, for and in consideration of the lease payment described below, does lease to Lessee, and Lessee hereby leases from the County, the Leased Space, as described in Exhibit A.

Lessee and its employees, contractors, customers, agents, and invitees shall have the right to the non-exclusive use, in common with other users, of all common areas and areas open to the public within the Weber Center, as well as all unreserved automobile parking spaces, driveways, footways, and other outdoor areas designated for common use. Lessee shall actively remind its employees not to park in "visitor" or other restricted parking areas.

County maintains the right, upon reasonable written notice, to temporarily relocate Lessee to other space within the Weber Center if necessary to perform repairs, renovations, maintenance, or for operational needs. The relocation space shall be reasonably comparable in size, utility, and accessibility for Lessee's permitted use. Lessee shall continue to comply with all terms of this Lease during the relocation period. Upon completion of the work necessitating relocation, Lessee shall return to the original Leased Space unless otherwise mutually agreed in writing.

SECTION TWO TERM

The term of this Lease shall commence on March 10, 2026 and continue on a month-to-month basis.

Either party may terminate this agreement at any time by providing written notice at least 30 days in advance to the other party.

Any amendments to the terms and conditions of this Lease shall be made in good faith.

SECTION THREE LEASE PAYMENT

- A. Monthly Lease Amount. Lessee shall pay to County percentage rent equal to six and a half percent (6.5%) of all Gross Commissions earned by Lessee during each month.

For purposes of this Lease, "Gross Commissions" means the total commissions and other compensation earned or received by Lessee from business conducted on or from the Leased Space, before deduction of expenses, taxes, or other costs. Lessee shall provide County with a monthly statement of Gross Commissions, certified as true and correct, and shall remit any percentage rent due within five (5) days after the end of each calendar month. Monthly statements shall be submitted to the Weber County Community Development/Property Management Office at the address listed in Section Five Part H of this Agreement.

- B. Late Payments. If Lessee shall fail to pay the lease payment when due, then Lessee shall pay interest on such past due amount at the rate of five percent (5%) per annum from the date that the payment was due and payable until it is paid.
- C. Insurance. Lessee shall be responsible for its own personal property losses occurring in the Leased Space and shall provide insurance for the same, if desired. Lessee shall also provide insurance that protects the County, as described below.

SECTION FOUR ADDITIONAL LEASE PROVISIONS

- A. Payments. Lessee shall pay all lease payments due hereunder to the Weber County Community Development Department, 2380 Washington Blvd, Ste. 250, Ogden, UT 84401, unless and until the County designates, in writing, a different address or a different payment method.
- B. Use of Leased Space. Lessee shall use and occupy the Leased Space in a lawful, careful, and proper manner. Lessee shall only provide seated massages. Lessee shall not create or permit any nuisance or disturbance nor commit any waste. Lessee shall comply with all present and future laws, ordinances, rules, regulations, requirements, and orders of

governmental authority respecting the use and occupancy of the Leased Space. Lessee shall also comply with all requirements of the applicable condominium declaration, a copy of which is available from the Weber County Community Development Department.

The County shall have the right to enter upon the Leased Space, after reasonable notice, at reasonable hours to inspect the same, provided that the County shall not thereby unreasonably interfere with Lessee's business in the Leased Space.

- C. Alterations to the Leased Space. Lessee shall not make or cause to be made any alterations or additions to the Leased Space or any part thereof without the prior written consent of the County. If Lessee desires alterations, Lessee shall request them of the County. Lessee shall be responsible for paying the full cost of such alterations, and the County will have sole discretion to determine who performs the work. Any additions to, or alterations of, the Leased Space shall become a part of the realty and belong to the County upon the termination of the lease.
- D. Signs. The County shall provide building directories near the public entrances to the Weber Center, listing Lessee and its location. Outside of the Leased Space, including on the exterior of any glass, Lessee shall not place, or cause to be placed or maintained, any sign, decoration, advertising matter, or other thing of any kind anywhere on the Weber Center property without the County's prior written consent. Lessee shall maintain any approved signage or other items allowed under this paragraph in good condition. The County may remove any signage or other items placed or maintained in violation of this paragraph.
- E. Locks and Keys. The County shall provide necessary keys or key cards to Lessee. Lessee agrees to comply with all applicable County requirements for the use and possession of keys and key cards. Upon termination of this lease, Lessee shall deliver to the County all keys and key cards that were issued to it. The County shall have the right to make any changes it deems necessary to Lessee's locks, keys, and key cards, as long as Lessee continues to have full access to the Leased Space at all times when it is in good standing under this lease.
- F. Assignment and Subletting. Lessee shall not have any right, power, or authority to assign or sublet the Leased Space.
- G. Insurance. Lessee shall obtain and maintain, at Lessee's own expense during the term of this Agreement, insurance as set forth below. The insurance shall be obtained from insurance carriers authorized to do business in the State of Utah. Lessee shall provide proof of coverage upon request.
- a. General Liability Insurance. Lessee shall maintain commercial general liability insurance with limits of not less than \$2,000,000 per occurrence and \$6,000,000 aggregate, for bodily injury, property damage, or a combination thereof. The

County's coverage shall be its standard coverage through the Utah Counties Indemnity Pool.

- b. Professional Liability Insurance. Lessee shall maintain professional liability insurance for their massage therapy practice.
 - c. Sexual Abuse and Molestation Insurance. Lessee shall maintain sexual abuse and molestation liability insurance with minimum limits of \$25,000.
- H. Indemnification. Lessee shall indemnify, including costs of defense, and hold harmless County and its agents and employees from and against any and all claims, damages, losses, and costs, whether direct, indirect, or consequential, arising out of or resulting from Lessee's negligent acts or omissions arising out of or related to any operations or activities contemplated under this Agreement. Lessee's negligent acts or omissions shall also include negligent acts or omissions by any person or organization directly or indirectly employed by Lessee. Lessee's obligation to indemnify County is not limited or waived in any way by compliance or non-compliance with the insurance requirements of this Agreement. Lessee will be required to indemnify County to the fullest extent allowed by law, regardless of whether Lessee has sufficient insurance to cover this obligation.

Notwithstanding any other provision of this Agreement, County does not waive any protection against liability that may be available to it through the Governmental Immunity Act of Utah or any other law.

- I. Termination and Surrender. This Lease shall continue on a month-to-month basis until terminated by either Party pursuant to Section 2 of this Agreement. Upon termination, Lessee shall surrender possession of the Leased Space to the County. If Lessee fails to surrender possession following lawful termination and required notice, the County may pursue all remedies available under Utah law.

Upon termination of this lease, Lessee agrees to remove all of its property and restore the Leased Space to substantially the condition it was in on the date first occupied by Lessee, unless otherwise agreed in writing by the County. If the Leased Space is not restored to the required condition, Lessee shall pay the costs incurred by the County in cleaning or restoring the Leased Space to the required condition.

- J. County's Rights Related to Construction and Sale. The County reserves the right to make changes to the Weber Center and associated facilities, including parking areas. If the County engages in construction or remodeling activities that materially and adversely affect Lessee's lease rights under this agreement, the parties shall engage in good faith efforts to find a mutually agreeable resolution. However, the parties agree that temporary or permanent changes to common areas, including parking areas, shall not entitle Lessee to any compensation, reduction in lease payments, or any other remedy. The County also reserves the right to sell or otherwise transfer its ownership rights to the Weber Center and to assign to the new owner its rights and responsibilities under this agreement.

- K. Damage Preventing Use. If the Leased Space is rendered unfit for use by Lessee for purposes of this lease for more than one month, due to damage to all or any portion of the Weber Center caused by fire, earthquake, or any other event outside the control of the parties, then either party may immediately terminate this lease with no obligation to the other party. If the parties choose to allow the lease to continue, then Lessee's payment obligations shall be suspended for as long as the Leased Space is unavailable for use.

SECTION FIVE MISCELLANEOUS

- A. Applicable Law. This Lease shall be interpreted in accordance with Utah Law.
- B. Default. If Lessee defaults on its payment obligations, or in the performance of any other provision of this agreement, and fails to remedy the default or commence work on a remedy (and continue to pursue it diligently thereafter) within ten days after written notice thereof from the County, then the County may, at its option, terminate the lease and re-enter upon the Leased Space and repossess it. If this occurs, then the County retains the right to recover from Lessee all payments due up to the time of such re-entry. Each party retains all other rights, remedies, and benefits allowed by law in the case of default by the other party.
- C. Dispute Resolution. The parties may agree on any dispute resolution method, or either party may pursue its claims in court. In any dispute resolution proceeding, each party shall be responsible for its own costs, including attorneys' fees.
- D. Entire Agreement. This lease agreement shall constitute the entire agreement between the parties and shall supersede all oral understandings and agreements. Alterations or amendments to such agreement must be in writing, executed by both the County and Lessee.
- E. Headings and Paragraph Numbers. Headings and paragraph numbers are for convenience only, and are not to be considered limitations or modifications of provisions set forth in the body of this lease.
- F. Holding Over. If Lessee fails to surrender possession of the Leased Premises following lawful termination of this month-to-month tenancy, Lessee shall be deemed a holdover tenant and in such case all provisions of this Lease, other than those relating to its term, shall be considered in full force and effect, except that the monthly lease payment shall be increased to 200% of the then-current Monthly Lease Amount.
- G. Recording. Neither party shall record this Lease. However, upon the request of either party, the parties shall prepare, execute, and record a memorandum of lease to provide notice of the Lease to third parties.

H. Notices.

- a. Any notice required or desired to be given pursuant to this agreement shall be in writing and shall be either (1) delivered personally to the party's primary contact; (2) delivered electronically, with confirmed receipt, to the party's primary contact; or (3) mailed to the party's representative. The following contact information shall be used, unless a party notifies the other party of a change in representative or contact information:

Sean Wilkinson
Community Development Director
2380 Washington Blvd., Ste. 250
Ogden, UT 84401
swilkinson@webercountyutah.gov

Brandi Barber
1249 East 6225 South
Ogden, UT 84405
healthwithbrandi@gmail.com

- b. Notice shall be effective upon delivery, if receipt is confirmed. If notice is properly mailed and receipt is not confirmed, notice shall be effective three business days after the date of mailing.
- I. Severability. The invalidity of any provision of this agreement will not and shall not be deemed to affect the validity of any other provisions, and the remainder of the agreement will remain in full force and effect, unless the invalidation of the term materially alters this agreement. If the invalidation of the term materially alters the agreement, then the parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the parties.
- J. Time of Essence. Time is of the essence in the performance of all provisions in this lease for which time is a factor.
- K. Waiver. No waiver of, or failure to enforce, any right granted by this agreement shall be deemed a waiver of such right upon any subsequent breach of any provision of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement below.

(Signatures on next page)

BRANDI BARBER

Signature

Date

Printed Name

Title

Brandi Barber

2/13/26

Brandi A Barber

Licensed Massage Therapist
Owner - Whole Energy Flow

STATE OF Utah

)ss.

COUNTY OF Weber

On this 13 day of February, in the year 2026, before me,

(notary name) Ronna Tidwell, a notary public, personally appeared

(signer name) Brandi A Barber, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he or she executed the same.

Ronna Tidwell
Notary Public

Notary seal:



WEBER COUNTY

Chair, Board of County Commissioners

Date: _____

ATTEST:

Weber County Clerk/Auditor

Date: _____

Exhibit A

BUILDING (Section One): WEBER COUNTY CENTER OFFICE BUILDING (“Building”) situated at 2380 Washington Blvd. (“Building”), in the city of Ogden, County of Weber, State of Utah, as substantially depicted on Exhibit “A”.

LEASED PREMISES (Section One): That portion of the Building at the approximate location outlined on Exhibit “A-1” known as Space “E”, within Suite #115, consisting of approximately 225 square feet of gross leasable area (“Leased Premises”), as substantially depicted on Exhibit “A-1”.

EXHIBIT "A"
DEVELOPMENT PLAN

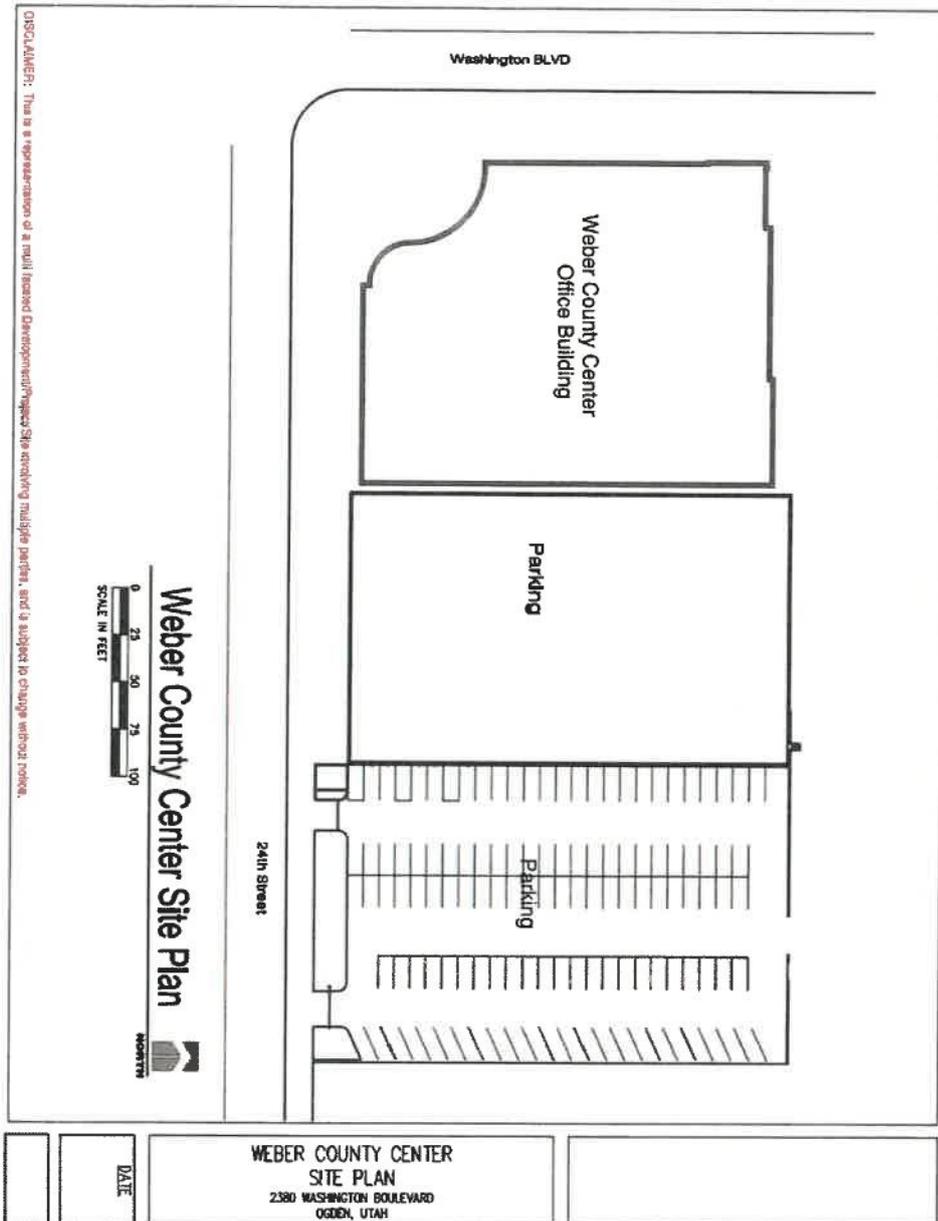
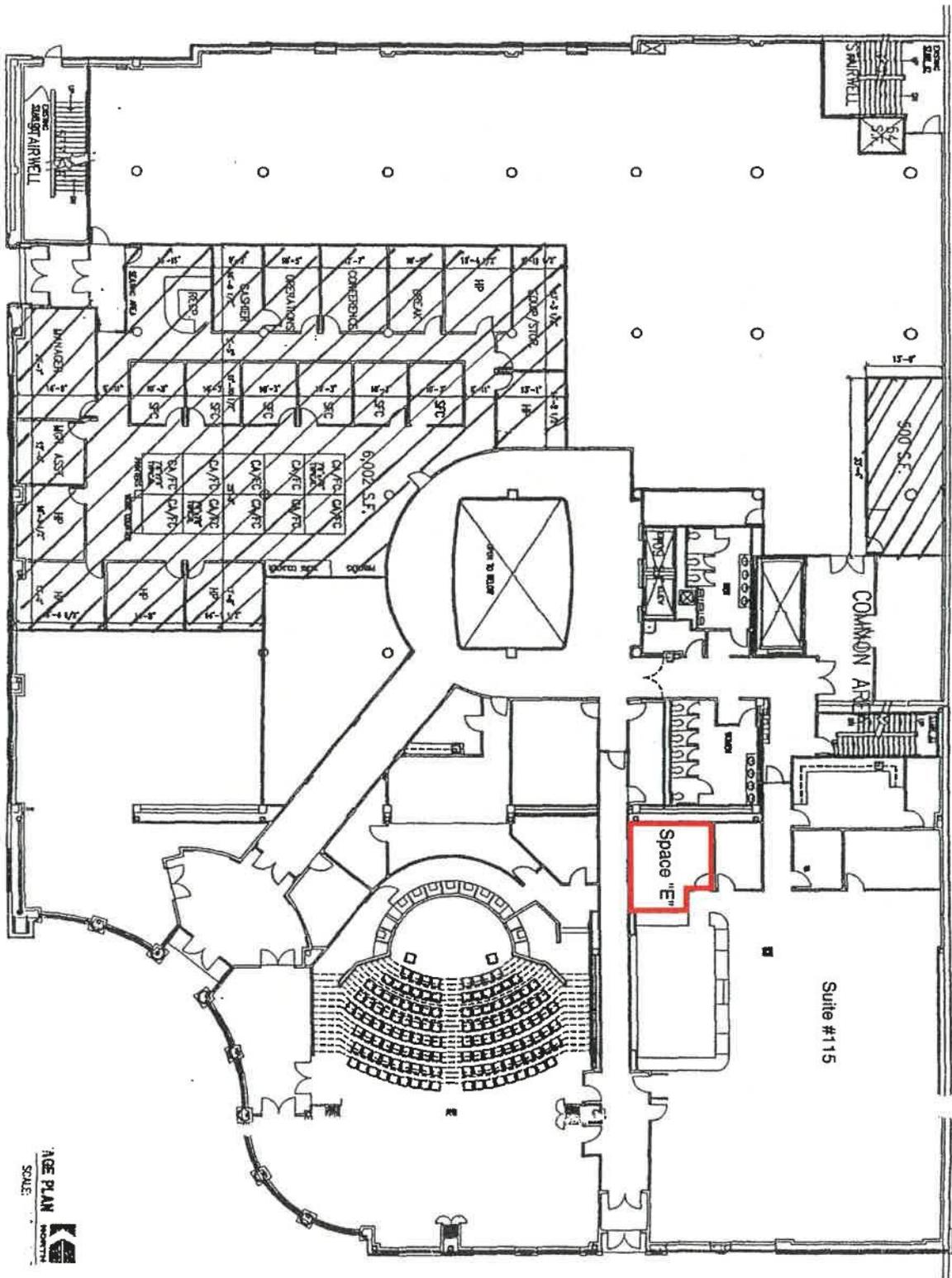


EXHIBIT "A-1"

LEASING PLAN SHOWING THE PREMISES



1:100 PLAN
SCALE

PLEASE INITIAL