

LEASE AGREEMENT BETWEEN THE WEBER COUNTY LIBRARY AND KUER

This lease agreement is entered into between the University of Utah, a body politic and corporate of the State of Utah and a public institution of higher education, for and on behalf of its station KUER, with an address of 101 Wasatch Drive, Salt Lake City, Utah 84112 (“KUER”), and Weber County, a body politic and corporate of the State of Utah with an address of 2380 Washington Blvd. Suite 360, Ogden, Utah, 84401 (“Weber County Library”). KUER and the Weber County Library are collectively referred to as the “Parties.”

RECITALS

WHEREAS, KUER is in need of office space in Ogden for 1 to 2 days per week for a reporter to work out of, and the Weber County Library has vacant office space at its Main Library located at 2464 Jefferson Avenue in Ogden; and

WHEREAS, the Weber County Library desires to promote library services to members of the community, and KUER has the ability to provide advertising to the Weber County Library to promote its services and programs;

NOW THEREFORE, the Parties enter into this agreement for the purposes and in consideration of the mutual covenants and agreements contained herein:

- 1. PROPERTY DETAILS:** The Weber County Library will provide:
 - a. Office space at its Main Library at 2464 Jefferson Avenue in Ogden for a reporter to work out of for 1 to 2 days per week (“premises”),
 - b. Secure internet access for the reporter,
 - c. Access to a shared break room for the reporter, and
 - d. A parking stall for the reporter.
 - e. As needed, provided access to public meeting spaces for “meet the reporter events” at different branch locations.

- 2. ACCESS TO OFFICE SPACE:** KUER shall have the right to use the premises solely for general office purposes and any other office-related uses consistent with normal services provided by KUER.

- 3. IMPROVEMENTS:** KUER agrees not to make any improvements or alterations to the premises without first obtaining the express written permission of the Weber County Library.

KUER shall not place on any door, wall, or window of the premises any sign or advertising matter without prior written consent and the approval of the Weber County Library.

- 4. REPAIRS / PROPERTY DAMAGE:** KUER shall use the premises in a careful, safe, and proper manner and agrees to pay the Weber County Library for any damage to the premises caused by misuse or abuse by KUER, its agents, or employees, or by any other person entering upon the premises under the express invitation of KUER.

Weber County Library shall maintain the premises in a good and safe condition and shall repair or replace any defects, deficiencies, deviations, or failures of materials or workmanship to the premises.

5. **UTILITIES:** The Weber County Library shall pay all costs for electricity, gas, water, sewer, garbage disposal, janitorial services, and internet services.
6. **PETS:** The only animals that shall be allowed on the premises are those needed pursuant to the Americans with Disabilities Act due to a disability or handicap.
7. **RIGHT OF ENTRY:** It is agreed and understood that the Weber County Library and its agents shall have the complete and unencumbered right of entry to the premises at any time for purposes of inspecting the premises and for the purpose of making any necessary repairs to the building or equipment.
8. **PAYMENT:** KUER will provide the following as consideration for the office space:
 - a. A \$600 credit that the Weber County Library can use to acquire sponsorship spots. Each spot will be approximately 15 seconds long and will air on KUER on a rotating basis at various times throughout the day. KUER will assist the Weber County Library in creating the advertisements and will provide an affidavit at the end of each month verifying that all sponsorship spots were broadcast.
 - b. A 300 x 250 banner ad on KUER's website that links to the Weber County Library's website.
9. **TERM:** The term of this agreement shall be for a period of 3 years beginning on July 1, 2024 and ending on June 30, 2027. The Parties may extend this agreement upon mutual written agreement of both Parties.
10. **TERMINATION:** This agreement may be terminated by either Party for any reason with 90 days advance written notice to the other Party.

In the event of a material breach of the agreement, the non-breaching Party may cancel this agreement upon written notice to the other Party, provided the breach remains uncured 5 days after receipt of the notice.

11. **INDEMNIFICATION:** The Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 630-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these parties.

Subject to and consistent with the terms of the Act, the parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents.

Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

- 12. ASSIGNMENT:** This agreement is for the benefit of the Parties and the rights, benefits, and responsibilities arising out of this agreement are not transferable or assignable to any other person or entity.
- 13. AMENDMENT:** This agreement may be amended or modified at any time by mutual, written agreement of the Parties.
- 14. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS:** The Parties acknowledge and understand that they must comply with all laws in connection with the provision of services and the use of premises provided for under this agreement.
- 15. DISPUTE RESOLUTION:** In the event of any dispute arising pursuant to this agreement, the Parties agree to confer in good faith to attempt to promptly resolve such dispute. In the event that the parties are unable to resolve the dispute between them, they shall attempt to resolve the dispute through mediation, with each Party bearing its own costs and one-half the cost of the mediator who will be mutually selected by the Parties. If unable to resolve the dispute through mediation, the dispute shall be resolved through litigation.
- 16. GOVERNING LAW:** This agreement shall be governed by and construed in accordance with the laws of the State of Utah.
- 17. NOTICE:** Any notice or communication required or permitted under this agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.
- 18. ENTIRE UNDERSTANDING:** This agreement constitutes the entire understanding of the Parties pertaining to the matters contemplated herein.

Weber County Library Board

By: _____

Name: Shannon Sebahar

Title: Chair, Library Board of Trustees

University of Utah, on behalf of KUER

By: _____

Name: Maria O'Mara

Title: Executive Director, KUER

Board of Weber County Commissioners

By: _____

Name: James "Jim" Harvey

Title: Chair