

COMMERCIAL LEASE

This agreement, made and entered into this 21 day of April, 2022, by and between MARTHA SUTER, of P. O. Box 1097, Polson, Montana 59860, hereinafter referred to as LESSOR and the FLATHEAD RESERVATION WATER MANAGEMENT BOARD, of P.O. Box 278, Pablo, Montana 59855 hereinafter referred to as LESSEE, agree as follows:

1. The LESSOR agrees to lease to the LESSEE the approximately 2,600 square feet in the South side of the building located at 400 Main Street Southwest, Ronan, Montana 59864, hereinafter known as the Premises, which is located within the real property described as follows:

Lot 16 in Block 3 of the STANLEY SCEARCE ADDITION to the City of Ronan, Lake County, Montana, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Lake County, Montana.

2. The LESSOR is leasing the Premises to the LESSEE AND THE LESSEE is hereby agreeing to lease the PREMISES for the purpose of maintaining a public office for the FLATHEAD RESERVATION WATER MANAGEMENT BOARD.
3. The term of this Lease shall be for a period of three (3) years, commencing on May 15, 2022, and expiring at midnight on the 14<sup>th</sup> of May, 2025. (Initial Term).
4. The tiered rent for the Premises shall be as follows:

1st year	\$1,950.
2 <sup>nd</sup> year	\$2,100.
3 <sup>rd</sup> year	\$2,250.

5. Rent shall be payable monthly with the first month's rent in the sum of \$1,950. due upon the commencement of the Lease, with each monthly rent payable on the 1<sup>st</sup> day of each month thereafter.
6. In addition to the above, a Security Deposit in the amount of two month's rent (\$3,900.) shall be due and payable upon execution of this Lease and shall be held by the LESSOR as security for the faithful performance of the terms and conditions of the Lease and to allow for any repairs of the Premises beyond normal wear and tear.
7. LESSEE shall assume responsibility for all general maintenance of the leased Premises and shall maintain the building in good condition. Lessee may at its own cost and expense repaint the interior and/or exterior of the building and make alterations to the interior they find necessary for the operation of their business, provided, that LESSEE shall secure LESSOR'S permission for any alterations or remodeling that will affect the structure of the building. Nails should not be put into the floors that will damage the original hardwood floors. All such remodeling shall become a part of the structure and shall remain on the Premises upon termination of this lease.

8. Lessee shall be responsible for all utilities, including: electric, water, propane, ½ propane tank annual lease, garbage, security, and snow removal.
9. The LESSEE may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part.
10. It is understood that LESSEE shall have in effect at all times, at their expense, public liability and property damage insurance policies with respect to the Premises. Such policies shall name LESSOR and LESSEE as insureds, and have limits of at least \$1,000,000. for injury or death to any one person and \$1,000,000. for any one accident, and \$1,000,000. with respect to damage to property. LESSEE shall be responsible for any insurance coverage they may desire providing coverage for their own personal property, including inventory, equipment, supplies, furnishings, and any other items which they may desire to insure. Proof of said coverages shall be provided to LESSOR.
11. In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty and precludes or adversely affects the LESSEE'S occupancy of the Premises, then the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the LESSEE and until the Premises can be put in a condition for occupancy. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the LESSOR'S obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.
12. In the event that the LESSEE shall fail to pay said rent, and expenses as set forth herein, when the same are due, or be in default of any term of the LEASE for more than 15 days after notification, the LESSOR may declare the LEASE terminated and may immediately re-enter said Premises and take possession of the same.
13. In the event any legal action has to be instituted to enforce any terms or provisions under this LEASE, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all cost of said action.
14. LESSOR shall have the right to enter and inspect the premises at any time during reasonable business hours, provided that LESSOR provides LESSEE with the legally required 24-hour notice prior to any inspection.
15. The Parties, if necessary, may negotiate an early termination of the Lease, should the need arise and if the Parties can mutually agree to the terms of such early termination.
16. Notice to the Parties shall be sufficiently given if in writing and mailed by ordinary first class mail along with e-mailing LESSOR at the addresses set forth below:

LESSOR: Martha Suter  
P. O. Box 1097  
Polson, Mt. 59860  
[grizsearcher@yahoo.com](mailto:grizsearcher@yahoo.com)

LESSEE: Clayton Matt, Chairman  
P.O. Box 278  
Pablo, MT 59855  
cmatt4wmb@gmail.com

17. This Lease shall be binding upon the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LESSOR:

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MARTHA SUTER

LESSEE:

By:   
CLAYTON MATT, Chairman