

AGREEMENT

1. This agreement is entered into by each of the following parties:

Lessor: Washington State Farm Bureau

Lessee: _____

The Washington State Farm Bureau is a non-profit corporation organized and existing under the laws of the State of Washington. The singular terms 'Lessor' and 'Lessee' as used below shall include each person or other legal entity identified as such in this paragraph. The Lessor and Lessee to be bound by the following terms and conditions.

PREMISES

2. Lessor hereby leases to Lessee those premises described

TERM

3.1 The term of this lease is for the following days: _____.

COMMON AREAS

5.1 Common areas include parking areas, entrances, and exits thereto, driveways and truck service ways, sidewalks, landscaped areas, and other areas and facilities provided for the common or joint use and benefit of occupants, their employees, agents, customers and invitees. Lessor shall, during the term of this lease, maintain all of the areas designated as 'common areas' in such a manner and at such a cost as the Lessor in his sole judgment may reasonably determine. Lessor reserves the right, from time to time, to reasonably alter said common area and to exercise control and management of the common areas and to establish, modify, change and enforce such reasonable rules and regulations as Lessor in its discretion may deem desirable.

5.2 Lessee agrees to abide by and conform to such rules and regulations and shall be responsible for the compliance with same by its employees, agents, customers and invitees. The failure of Lessor to enforce any such rules and regulations against Lessee or any other tenant shall not be deemed to be a waiver of same.

5.3 Lessor shall have the right to close all or any portion of the common area at such times and for such periods as may, in the opinion of Lessor, be necessary to prevent a dedication thereof, or to preserve the status thereof as private property, or to prevent the accrual on any rights in any person; and Lessor may also close said common areas for purposes of maintenance and repair as may be required from time to time.

MAINTENANCE AND REPAIRS

6.1 The premises, including all fixtures and appurtenances, shall at the inception of the lease term be in the configuration and condition as specified in the plans and specifications. Lessor shall have the obligation to maintain and keep in good repair the exterior grounds, parking lot and building structural systems.

6.2 Premises shall at all times be kept and used in accordance with all direction, rules and regulations of the health officers, Fire Marshall, building inspectors, and other proper officials all at the sole cost and expense of Lessee.

TERMINATION

7. Lessee may terminate this lease at any time by providing a written notice to the Lessor a minimum of two weeks prior to the termination date. All rents and expenses must be paid in full at the time of the termination. Failure to pay rents and expenses will result in continuation of this lease until terminated by the Lessor.

USE OF PREMISES

8.1 Lessee shall use the premises only as a professional office and supportive activities or another use as Lessor may approve in writing. The premises shall not be sublet, in whole or in part, without the written permission of the Lessor. The use shall comply with all applicable city, state and federal laws, ordinances, and regulations, and shall not make or permit any use of the premises which may be dangerous to life, limb, or property or which increases the premium cost or invalidates any policy or insurance covering or carried on the premises, the building or its contents. Lessee shall not obstruct the common areas or use them for business or display purposes without prior approval of Lessor. Lessee shall not make any noise or permit any odor to emit from the premises which is objectionable to the public, to the other tenants, or to Lessor.

8.2 ADA compliance: Any other provision of this lease notwithstanding, the parties hereby agree that the demised premises may be subject to the terms and conditions of the Americans with Disabilities Act of 1990 (the ADA). The parties further agree and acknowledge that it shall be the sole responsibility of the tenant to comply with any and all provisions of the ADA, as such compliance may be required to operate the demised premises. The tenant further agrees to indemnify and hold the landlord harmless against any claims which may arise out of tenant's failure to comply with the ADA. Such indemnification shall include, but not necessarily be limited to reasonable attorney's fees, court costs and judgments as a result of said claims.

ALTERATIONS

9. Lessee will make no alterations in or additions to, the leased premises without first obtaining the written consent of the Lessor. Lessor may impose such reasonable conditions on its consent as Lessor deems appropriate in the performance of such work. Lessee agrees to save Lessor harmless from any damage, loss or expense and to comply with all laws, ordinances, rules and regulations of any proper public authority. Upon termination of this Lease, such alterations, additions and improvements made in, to or on the premises (except unattached moveable business fixtures) shall remain upon and be surrendered as a part of the premises; provided, however, that upon Lessor's request, Lessee shall promptly remove such additions, alterations, or improvements and restore the premises to original condition at Lessee's sole cost and expense.

RELEASE OF LIABILITY AND INDEMNITY

10.1 Lessee agrees that Lessor shall not be held liable to Lessee or any invitee or licensee of Lessee for damages resulting from the negligence and/or intentional act(s) of Lessee and/or other invitees or licensees' of Lessee, including but not limited to patent or latent dangerous conditions of the premises caused by Lessee

10.2 Lessee further agrees to defend and hold harmless Lessor from and against any and all claims, actions, special proceedings, arbitration awards and/or judgments arising out of any claim for damages described in the above paragraph.

INSURANCE

11.1 Lessor agrees to provide fire insurance in reasonable amounts on the building only, not contents, and will charge Lessee its pro-rata share, as part of the common area charge. Lessee covenants and agrees that it will not do or permit anything to be done on the lease premises during the term hereof, which will increase the rate of Lessor's insurance on the building which the leased premises form a part, above the minimum rate which would be applicable in such premises for the Lessee's type of business; and Lessee agrees that in the event it shall cause such an increase in the rate of insurance, it will, upon request by Lessor, promptly pay to the Lessor, as additional rent, any increase in premiums resulting therefrom.

11.2 Lessee, at its sole expense, shall procure and maintain in full force and effect, general comprehensive public liability insurance with responsible companies qualified to do business in the State of Washington, which shall insure Lessee and his agents and employees against all claims for injuries or death to persons occurring in or about the leased premises in a combined single limit amount of not less than \$1,000,000.00.

11.3 Lessee agrees to furnish Lessor with policies or certificates of such insurance naming Lessor as an additional insured prior to the commencement of the term hereof. Each policy shall be non-cancelable without at least thirty (30) days written notice to Lessor.

DAMAGE OR DESTRUCTION

12.1 Subject to the provisions of this Paragraph 14, if the premises are damaged and such damage was caused by a fire or other casualty included within the classification of casualty as defined in a Standard fire and extended coverage real property insurance policy, Lessor shall, at Lessor's expense, repair such damage, but not Lessee's fixtures or equipment, and this lease shall continue in full force and effect. Provided, however, in the event the premises are damaged to such an extent to render the same untenable in whole or in a substantial part thereof, or destroyed, it shall be optional with the Lessor to repair or rebuild the same, and after the happening of any such event, the Lessee shall give Lessor immediate written notice thereof. Lessor shall have not more than thirty (30) days after notification to notify the Lessee in writing of Lessor's intention to repair or rebuild said leased premises, or the part so damaged as aforesaid, but not Lessee's fixtures or equipment, and if Lessor elects to repair or rebuild said premises, Lessor shall prosecute the work of such repairing or rebuilding without unnecessary

delay, and during such period the rent of said premises shall be abated in the same ratio that that portion of the premises rendered for the time being unfit for occupancy shall bear to the whole of the leased premises. If the Lessor shall fail to give the notice aforesaid, Lessee shall have the right to declare this lease terminated by written notice served upon the Lessor. In the event the building in which premises hereby leased are located shall be damaged (even though the premises thereby leased shall not be damaged thereby) to such an extent that in the opinion of Lessor it shall not be practicable to repair or rebuild, or is destroyed, then it shall be optional with Lessor to terminate this lease by written notice served on Lessee within ninety (90) days after such damage or destruction.

12.2 If Lessor becomes obligated to repair or reconstruct the Demised Premises or the building as set forth above, Lessor shall be relieved of such obligation and Lessor may terminate the Lease if Lessor is unable to obtain the necessary labor or materials, or if Lessor is unable to perform such obligation due to any cause beyond its control, including, but not limited to strikes, lockouts and labor disturbances, acts of civil or military authorities, restrictions by municipal authorities, restrictions by municipal ordinances or federal or state statutes and military activity.

12.3 If Lessor shall be obligated to repair or restore the premises under the provisions of this Paragraph 14, and shall not commence such repair or restoration within ninety (90) days after such obligation shall accrue, Lessee may, at Lessee's election to do so at any time prior to the commencement of such repair or restoration, in such event, this lease shall terminate as of the date of such notice.

12.4 Upon termination of this lease pursuant to this Paragraph 14, an equitable adjustment shall be made concerning advance rent and any advance payments made by Lessee or Lessor.

TRASH, GARBAGE AND HAZARDOUS/TOXIC SUBSTANCES

13.1 Lessee shall place all trash and garbage in areas and containers in such manner prescribed by Lessor. Lessee shall not burn any trash and garbage in or about the buildings.

13.2 Lessee shall not, without obtaining Lessor's prior written approval, generate, release, spill, store, deposit, transport, or dispose of any hazardous substances, toxic substances. In the event Lessor approved such release of hazardous substances on the premises, Lessee agrees that such release shall occur safely and in compliance with all applicable federal, state and local laws and regulations. Lessee shall indemnify, hold harmless and defend Lessor from any and all claims liabilities, losses, damages, cleanup costs, and expenses, including attorney's fees, arising out of or in any way related to the release by Lessee or any of its agents, representatives or employees, of hazardous substances on or about the Demised Premises occurring at any time during the lease term and any extension thereof. Lessee agrees to contract with qualified and certified service to remove all hazardous or contaminated materials from demised

premises that are brought on to the demised premises by Lessee and that require professional removal.

SIGNS

14. Lessee shall not place or install an exterior sign on the building or premises. Interior signs may be placed with Lessors permission and approval.

REMEDIES FOR DEFAULT

15.1 Default of Lessor: If Lessee claims that Lessor is in default under this agreement; notice and description of such claimed breach must be given in writing to Lessor and Lessor given ten working days to cure such breach. If Lessor refuses or fails to cure such breach, such dispute must be resolved by arbitration under Chapter 7.04 RCW, with the venue for such hearing placed in Thurston County, Washington.

15.2 Default of Lessee: In the event of failure of Lessee to keep or perform any obligation created by this agreement, Lessor shall have and retain each right specified in Chapter 59.12 RCW as it presently exists and as it may be amended during the term hereof, and each other right granted by law, and shall not be required to pursue such right(s) through nonjudicial arbitration. In the event Lessee interposes any claim of Lessor's breach as a defense to any judicial action or special proceeding initiated by Lessor which would be cognizable in nonjudicial arbitration as set forth in the immediately preceding paragraph, any judicial action or proceeding shall be stayed pending resolution by arbitration of the merits of such defense, and the award thereon shall be submitted to the court for incorporation into final judgment.

LIABILITY FOR COSTS AND ATTORNEY'S FEES

16. The prevailing party in any dispute resolution proceeding, whether judicial or nonjudicial, shall be entitled to recover from the other all reasonable attorney's fees and costs incurred in connection with such proceeding.

QUIET ENJOYMENT

17. Lessor warrants that it has full right to execute and to perform the lease and to grant the estate demised herein, and that upon payment by the Lessee of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Lessor or any other persons lawfully or equitably claiming by, through or under the Lessor, subject, nevertheless, to the terms and conditions of this lease.

SURRENDER OF POSSESSION

18. Lessee shall, upon the termination of this lease or of Lessee's right to possession, remove from the premises all of Lessee's trade fixtures, or furniture, and other unattached personal property, and such alterations, additions or improvements required by Lessor to be removed pursuant to Paragraph 10 above, and shall repair or pay for all damage to the premises caused by such removal. All such property remaining and

every interest of Lessee in the same shall be conclusively presumed to have been conveyed by Lessee to Lessor under this lease as a bill of sale, without compensation, allowance, or credit to Lessee. Lessee shall, upon termination of this lease or of Lessee's right of possession, deliver all keys to Lessor and peacefully quit and surrender the premises, all equipment, fixtures and furniture comprising a part thereof without notice, neat and clean, and in as good condition as when Lessee took possession, except for reasonable wear and tear.

HOLDING OVER

19. If Lessee, with the implied or express consent of Lessor, shall hold over the expiration of the term of this lease, Lessee shall remain bound by all of the covenants and agreements herein, except that: (i) the tenancy shall be from month to month, and (ii) the minimum rent to be paid by Lessee shall be determined at the time of holdover.

SUBROGATION WAIVER

20. Lessor and Lessee each releases and relieves the other and waives its entire right of recovery against the other for loss or damage arising out of or incident to the perils of fire, explosion of any other periods described in the "Extended Coverage" insurance endorsement approved for use in the State of Washington which occurs in, on or about the premises, whether due to the negligence of either party, their agents, employees or otherwise.

NOTICE

21. Any notice required to be given by either party to the other pursuant to the provisions of this lease or any law, present or future, shall be in writing and shall be deemed to have been duly given or sent if either delivered personally or deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, addressed to the Lessor at the address set forth on page 1 of this lease, except that, upon Lessee's taking possession of the leased premises, the premises shall constitute Lessee's address for notice purposes, or to such other address as either party may designate to the other in writing from time to time.

ENTIRE AGREEMENT

22. It is expressly understood and agreed by Lessor and Lessee that there are no promises, agreements, conditions, understandings, inducements, warranties or representations oral or written, expressed or implied, between them other than as herein set forth, and this lease shall not be modified in any manner except by an instrument in writing and executed by the parties.

I, the LESSEE have read, understand and agree to the above described service(s) and information herein to start the service effective _____.

Company Name: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Lacey Conference Center

Signed: _____

Print Name: _____

Title: _____

Date: _____