



Tooele County Council Agenda Item Summary

Department Making Request:
Manager's Dept.

Meeting Date:
Oct 5th for Ratification

Item Title:
Lease Agreement with Simply Bliss BBQ, LLC

Summary:

Lease agreement between Simply Bliss and Tooele County for Deseret Peak Complex Admission Building Concession Stand. Lease is for 5.5 months from July 15, 2021, to December 31, 2021.

In lieu of rent, tenant shall clean and sanitize the premises prior to occupation, during, and when term is up.

LEASE AGREEMENT
Tenant: Simply Bliss BBQ LLC
Premises: Deseret Peak Complex Admission Building Concession Stand

LEASE AGREEMENT dated July 15, 2021, by and between Tooele County, a political subdivision of the State of Utah ("Landlord"), and Simply Bliss BBQ LLC ("Tenant").

1. **Premises.** Landlord hereby leases to Tenant the concession stand located in the Deseret Peak Complex Admission Building, located at 2930 UT-112, Grantsville, UT 84029.
2. **Term.** The lease term shall be for a period of 5.5 months, commencing July 15, 2021, and expiring December 31, 2021.
 - 2.1 **Interruptions in Lease Term.** Landlord has previously scheduled other events at the Deseret Peak Complex during the lease term (for example, Country Fanfest). During these events, Tenant will have no access to the premises. Landlord will notify Tenant in advance of each such event.
3. **Use.**
 - 3.1 **Permitted Uses.** Tenant is authorized to use the premises as a kitchen and concession stand.
 - 3.2 **No Interference.** Tenant shall conduct its operations upon the premises so as not to interfere in any manner with any improvements or other property placed upon the premises by Landlord and so as not to interfere with the use of the premises, or any part thereof, by Landlord or others who have a right to use the premises or any portion thereof.
 - 3.3 **Restricted Activities.** Tenant shall not use the property for purposes other than those stated in Section 3.1 above. Tenant shall not store, manufacture or sell any explosive, flammable or dangerous substances on the premises. Tenant shall ensure that the premises are kept clean and free from trash, debris and environmental hazards.
 - 3.4 **Signs.** Tenant may post non-permanent advertising signs on and immediately around the premises, provided that all such signs and the method(s) of affixing such signs must first be approved by Landlord.
4. **Rent.** In lieu of rent, Tenant shall clean and sanitize the premises prior to occupation, shall keep the premises clean and sanitized throughout the lease period, and shall leave the premises in a clean and sanitized condition upon surrender.

5. **Acceptance of Premises.** Tenant has inspected the premises, or has waived the opportunity to inspect the premises, prior to the execution and delivery of this lease, and accepts the premises as satisfactory, without warranties, either express or implied.
6. **Insurance and Indemnification.**
 - 6.1 **Insurance.** Tenant's personal property and operations are not insured by Landlord for either damage or loss, and Landlord assumes no liability for any such loss. Tenant is advised to obtain insurance coverage for Tenant's personal property and operations and Tenant's intentional or negligent acts.
 - 6.2 **Indemnification.** Tenant shall indemnify and hold Landlord harmless from and against any and all liability arising out of or related to Tenant's acts and omissions, whether negligent or intentional.
7. **Access by Landlord.** Landlord reserves to itself and its employees, contractors and agents, the right to enter the premises, or any portion thereof, for any purposes, provided the same does not unreasonably interfere with Tenant's use of the premises. If Landlord's access will interfere with Tenant's use of the premises, Landlord shall give Tenant 10 days written notice of such interference. In the event of an emergency, which shall be determined in Landlord's sole discretion, Landlord shall have the right to immediately access the premises, even if such access interferes with Tenant's use of the premises. Tenant may not install additional locks or change the locks on the premises without the prior written permission of Landlord.
8. **Surrender and Restoration of the Premises.** Upon the expiration or termination of this lease, Tenant shall peaceably and promptly surrender possession of the premises to Landlord in a clean and sanitized condition.
9. **Utilities.** Landlord shall be solely responsible for providing and paying for water, electric power, natural gas and all other utilities.
10. **Improvements and Maintenance of the Premises.**
 - 10.1 **Construction of Improvements.** Except for existing improvements located on the premises, no improvements shall be constructed or located on the premises by Tenant without the prior written consent of the Landlord.
 - 10.2 **Maintenance.** Tenant shall be solely responsible, at its cost, to maintain the premises.

11. **Assignment and Subletting.** Tenant shall not assign this lease or any interest therein, and shall not sublet the whole or any portion of the premises, without the prior written consent of the Landlord, which the Landlord may grant or deny in its sole discretion. If Tenant assigns this lease, Tenant shall remain liable to Landlord for full performance of Tenant's obligations under this lease.
12. **Default.**
- 12.1 **Events of Default.** Tenant shall be in default upon the expiration of 20 days from written notice from Landlord specifying the particulars in which Tenant has failed to perform the obligations of this lease unless Tenant, prior to the expiration of said period, has fully rectified the particulars specified in the notice of default.
- 12.2 **No Waiver.** Landlord's failure to insist upon the strict performance of any of the terms, conditions and covenants of this lease shall not be deemed a waiver of any rights or remedies that Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants.
- 12.3 **Remedies Not Exclusive.** In the event of default by Tenant, Landlord shall have all remedies provided by this lease or by law. No remedy conferred upon or reserved to Landlord shall exclude any other available remedy.
13. **Compliance with Laws.** Tenant shall not violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the premises. Tenant may contest the validity of any such law, ordinance, rule or regulation, but shall indemnify and hold Landlord harmless against the consequences of any violation by Tenant. Tenant shall, at its sole cost and expense, obtain and maintain all licenses, permits and approvals required or appropriate in connection with its use of the premises and its operations thereon. Tenant shall comply with Landlord's health, safety and environmental standards as they may be modified from time to time.
14. **Notices.**
- 14.1 **Addresses for Notices.** All notices given pursuant to this lease shall be in writing and shall be given by email or by United States mail, postage prepaid, return receipt requested, addressed to the appropriate party at the address or email address set forth below:

Landlord: Tooele County Manager
47 South Main Street
Tooele, Utah 84074
Email: awelch@tooeleco.org

Tenant: Leslie P. Webb
Simply Bliss BBQ LLC
88 S Tooele Blvd
Tooele, Utah 84074
Email: Simply Bliss bbq@gmail.com

14.2 **Change of Notice Address.** The address to which notices are to be given may be changed at any time upon written notice.

14.3 **When Notice Deemed Given.** All notices shall be deemed given upon mailing or emailing.

15. **Miscellaneous.**

15.1 **Successors.** All the rights and obligations under this lease shall bind and inure to the benefit of the parties' heirs, personal representatives, successors and assigns.

15.2 **Attorneys' Fees.** If either party to this lease is required to initiate or defend litigation arising from this lease, the prevailing party in such litigation, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees.

15.3 **Subordination.** This lease and the use of the premises is subject and subordinate to all encumbrances, easements, rights and rights-of-way now existing or hereafter granted with respect to the premises, whether a matter of record and whether or not apparent.

15.4 **Relationship of the Parties.** Nothing herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, or of partnership or joint venture between the parties, it being understood and agreed that no provision 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.

15.5 **No Presumption.** This lease shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either party. Landlord and Tenant represent and warrant to each other that they have been represented by, or have had the opportunity to consult with, legal counsel in connection with the review, negotiation and execution of this lease.

15.6 **Severability.** If any term or provision of this lease shall be held by a court to be invalid or unenforceable, the remainder of this lease shall not be affected thereby, and each remaining term and provision of this lease shall be valid and enforceable.

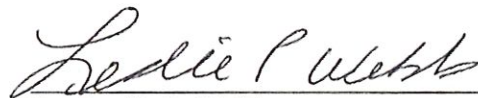
- 15.7 **No Other Agreements.** The terms set forth in this lease are intended by the parties as a final expression of their agreement with respect to such terms and may not be contradicted or supplemented by evidence of any prior agreement or of any contemporaneous oral agreement.
- 15.8 **Amendment.** This lease may only be amended or modified by writing signed by the parties.
- 15.9 **Authority.** Each party represents and warrants that the individuals who execute this lease are duly authorized to do so and that no other signature or authorization is necessary to bind the party to the provisions of this lease.
- 15.10 **Governing Law.** This lease shall be governed by and construed in accordance with the laws of the State of Utah.

EXECUTED as of the date first above written.

TOOELE COUNTY:


By: James A. Welch
Tooele County Manager

SIMPLY BLISS BBQ LLC:


By: Leslie P. Webb
Registered Agent

APPROVED AS TO FORM:

 09/29/2021
Colin Winchester
Deputy County Attorney