



SPECIAL EVENT PERMIT

2017-22

All fees have been paid in full as required by this permit. This special event permit shall expire and be null and void at the conclusion of the event, if any conditions herein are breached, or if the permit is transferred to any other person, corporation, organization, or entity.

EVENT INFORMATION

Event Name: **Bark in the Park**

Event Date(s): **23 September 2017**

Applicant: Stacey Frisk

Event Type: Fundraiser

Phone: (435)232-9154

Promoting Entity: Cache Humane Society

Email: volunteer@cachehumane.org

Sponsoring Entity: Cache Humane Society

29 AUG 2017

Approved by: Director of Development Services

Date

CONDITIONS OF APPROVAL

1. All participants and volunteers shall comply with County Ordinance §8.40 governing special events.
2. Event organizers must comply with the information as submitted in the Special Event application.
3. All cooking vendors must have a fire extinguisher readily available in the event of a fire.

AGREEMENT OF ACCEPTANCE

As the applicant for the special event described above, I hereby agree to comply with all Federal, State, and County laws, ordinances, and regulations before, during and after the event. I further agree to indemnify and save harmless Cache County, its officers, agents, and employees from and against any and all claims resulting from the use of the premises by the Applicant, the Applicant's invitees, licensees, agents and employees. I agree to permit law enforcement personnel the free and unrestricted access to and upon the premises at all times during the event for all lawful and proper purposes not inconsistent with the intent of the permit.

I understand and agree that this permit may be revoked upon breach of any of the conditions herein or at the discretion of the authorized officer. I understand that this permit is not transferable and agree not to transfer my permit to any person, corporation, organization or other entity.

In Accordance with Title 8 Section 8.40 of the Cache County Ordinance, I hereby submit and certify that the above information provided is accurate and complete to the best of my knowledge.

Accepted by: Applicant

8/30/17
Date



**Cache
County**
1857

DEVELOPMENT SERVICES DEPARTMENT

BUILDING | COUNTYWIDE PLANNING | ENGINEERING | GIS | PLANNING & ZONING

received
2 Aug 17

APPLICATION: SPECIAL EVENT PERMIT

Date Received:	By:	Receipt #:	Check #:	Amount:
8/9/17	L Jones	10482	Cash	\$50.00

EVENT INFORMATION

Event: Bark in the Park Type: Entertainment

Dates with starting/ending times: Saturday September 23rd 2017
3pm - 6pm

AGENT/CONTACT INFORMATION

Agent/Contact: Elsbeth Palmer Email: volunteer@cachehumane.org
Phone: 435-792-3920 Mailing Address: 2370 West 200N Logan UT
Name of Promoting Entity: Cache Humane Society 84321

ACKNOWLEDGMENT

In accordance with Title 8 Section 8.40 of the Cache County Ordinance, I hereby submit and certify that the information contained in this application is accurate and complete to the best of my knowledge.

Elsbeth Palmer 2 Aug 2017
Applicant Date

Application Deadline: Completed application forms must be submitted to the Cache County Development Services Office forty-five (45) calendar days before an event is scheduled to take place. This allows sufficient time for evaluation of the application. Late applications shall be denied unless the applicant demonstrates that compliance with the 45 day deadline was impractical or impossible due to the nature of the event. A special event permit application may be approved and a permit issued to the applicant by the Director upon approval by all the agencies specified in Section 8.40.40.

Authority: Cache County has no authority to approve permits for events other than in the unincorporated area of Cache County. Permits issued by Cache County apply only to the unincorporated area of the county, and if an event crosses into a municipality within Cache County or across the county line, applicants should determine if a permit is necessary in the other jurisdiction.

Right to Deny: Cache County reserves the right to deny permit applications for proposed special events which may pose, or have posed a significant danger or threat to the public health, welfare or safety, or which may result in unreasonable inconvenience or cost to the public. In the event the application is denied, the applicant may appeal to the Cache County Executive.

APPLICATION CHECKLIST

A complete application must include the following unless specified otherwise:

- 1) ☒ Completed application form and application fee (\$50 – no refunds) submitted 45 days prior to event. Additional fees for services provided by the Sheriff's Office, emergency services, or others may apply.
- 2) ☒ Proposed location, including a plat or map of the proposed area to be used, including any barricade, street route plans or perimeter/security fencing.
- 3) ☒ Total number of participants: Estimate must include event staff, participants, and spectators.
- 4) ☒ Public health plans, including plans for culinary water supplies, solid waste collections and disposal, and waste water (toilet facilities).
- 5) ☒ Proof of insurance in conformance with the County Ordinance 8.40.050(F) minimums: \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$100,000 property damage.
- 6) ☒ Fire prevention and emergency medical services plans.
- 7) ☒ Security plans and/or law enforcement response.?
- 8) ☒ Admission fee, donation, or other consideration to be charged or requested.
- 9) ☒ Plans for parking
- 10) ☒ *If* the event will be held on private property, a current taxation certification for that property.
- 11) ☒ Further information may be required by staff, other departments and agencies, and/or the Board/Committee/Council that reviews the application based on the proposed event.

PROJECT REVIEW PROCESS

- The applicant is encouraged to meet with staff prior to the deadline date to discuss the project and ensure that the information submitted is sufficient to provide a complete review of the project.
 - After the application is accepted, information packets are sent to various departments, agencies, and affected municipalities that provide comments and/or approval for the proposed event to the Director of Development Services.
 - In some instances a pre-event meeting may be held with planning staff and representatives from the departments and agencies that provide comments on the project review. Any issues present on a project will be discussed with the appropriate department or agency.
 - A draft permit is made available to the reviewing agencies, affected municipalities, staff, and the applicant.
 - Following agency/department review and approval, and correction of any outstanding concerns/issues, the permit can be issued.
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Supporting Documents for Cache County Special Event Permit Application

EVENT: BARK IN THE PARK

DATE: SaturdaY September 23, 2017

TIME: 3-6 pm (set up will begin at 1pm)

LOCATION: The Valley View Dog Park – City Leased Property located behind Cache Humane Society, 2370 W 200 N Logan 84321.

ADMISSION: FREE

✓ **LAY OUT OF EVENT:** See attached sheet.

✓ **PARTICIPANT NUMBERS:** Expected 350 - 400 attendees throughout the day (Not congregating all at once) Including 18 Booth Vendors plus Food Vendors, 15 Staff Members and 30 volunteers.

PUBLIC HEALTH PLANS:

- ✓ • Fresh potable water is available on site for food vendors, through the shelter building. There are a 5 fresh water sources externally which pull directly from fresh well source for cleaning. We will have potable drinking water available to purchase at the event.
- ✓ • Toilet facilities will be made available through 4 portable toilets brought on site the day of event. These will be removed after the event. There is a toilet for staff and volunteers inside the shelter building. The building will be closed for public use on day of event.
- ✓ • There is drainage in the center of the Dog Park Parking lot for waste water constructed by the city in 2015. We expect waste water for this event to be at a minimum.

PROOF OF INSURANCE: Attached.

FIRE PREVENTION:

- Bark in the Park is a non-smoking event. We will place No Smoking Notices around the Park on day of event. The event will be fully staffed at all times to ensure participants comply.
- The food truck will be supervised by the vendor at all times. Portable Fire extinguishers will close by. The food truck and BBQ Grill will be off the grass in the gravel parking lot, with a flowing water source immediately next to it. There are 3 spigots in and around the park and more on site at Cache Humane Society.
- The Dog Park property is manicured and watered, so the grass will not be dried out. We will not have public congregating in any area where fire might be a risk.

EMERGENCY MEDICAL SERVICES PLAN.

- Dog bite injuries will be minimized. All dogs will be leashed for the event, except for during agility demos in confined area. Rescue and shelter dogs will be under constant supervision on a leash or kenneled.
- The area is for the majority, flat and accessible so injuries through falling are minimized.
- We will have a full first aid kit available at CHS's booth for any minor emergencies with qualified first aid providers amongst the CHS staff.
- There are adequate telephone facilities at Cache Humane Society and full cellular coverage. We also have an active emergency radio in the shelter, checked weekly, should all else fail.
- There is easy vehicle access into the dog park for fire trucks and other emergency medical services should an emergency occur, via Valley View Highway and through the Cache Humane Society Parking Lot. All vehicle routes will be kept clear throughout the day.

SECURITY PLANS

- The staff and volunteers will be trained to remain vigilant to any unusual or suspicious people, occurrences or packages and raise the alarm with event organizer.
- 911 will be called if a security risk occurs. Full cellular access available at event.
- The event will be a no alcohol & no firearms event. Entrants will be informed of this by notices at admission and entry will be refused if entrants seem intoxicated or refuse to comply.
- The area is fully enclosed, so participants will not have the opportunity to accidentally trespass onto neighboring property.
- There is easy access for police and other emergency services.
- The event will not encroach onto the public roadway.

PLANS FOR PARKING – See plan for parking layout

The facility and site has parking for approximately 100 vehicles. Parking spaces will be marked and Volunteers will be available to direct parking and to keep emergency vehicle access open.

No Parking will be available on roadways.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/07/17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eric Derr c/o FBL Financial Group Inc. 40 W Cache Valley Blvd Ste 8B Logan, UT 84341	CONTACT NAME: Eric Derr PHONE (A/C No, Ext): (435) 752-4444 FAX (A/C No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Farm Bureau Property & Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 13773
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INSURED
CACHE HUMANE SOCIETY
2370 W 200 N
LOGAN, UT 843218225

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input type="checkbox"/> <input type="checkbox"/>	CPP6050502	06/14/2017	06/14/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input type="checkbox"/> <input type="checkbox"/>	CPP6050502	06/14/2017	06/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> <input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A <input type="checkbox"/>				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CACHE COUNTY
179 N Main St
Logan, UT 84321

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carol Jones

Cache County Corporation Tax Roll Information

Friday, August 04, 2017 11:08 AM

05-059-0002

Owner's Name & Address

Parcel	05-059-0002	Entry	495418
Name	LOGAN CITY CORP,		
C/O Name			
Address	PO BOX 527		
City, ST Zip	LOGAN, UT 84321-6601		
District	128 COLLEGE YOUNG MOSQUITO		
Year	2017	Status	NT

Owners List

1 LOGAN CITY CORP,
495418 389/277

Property Address

Address	
City	
Tax Rate	0.000000 (Tax Rate Non Taxable For 2017)

PARCEL HISTORY

F 5-059-0001 & 0002

LEGAL DESCRIPTION FOR 2017

ALL OF LOTS 6 & 7 BLK 36 PLT E OF LOGAN FARM SVY SIT SW/4 SEC 31 T 12N R 1E CONT 20 AC

PROPERTY INFORMATION

Property Type	Acres	2016		Acres	2017	
		Market	Taxable		Market	Taxable
	20.00	180,000	180,000			

BUILDING & TAX INFORMATION

2016 Taxes:	0.00	(Non Taxable Rate: 0.000000)
2017 Taxes:	0.00	(Non Taxable Rate: 0.000000)
Special Tax: +	0.00	
Abatements: -	0.00	
Payments: -	0.00	
2017 Balance Due:	0.00	

BACK TAX SUMMARY

NO BACK TAXES

Signature - Cache County Treasurer/Deputy Treasurer

LEASE AGREEMENT

Agreement, made on this 10 day of February, 2015 between the City of Logan Environmental Department, a municipal corporation of the State of Utah, hereinafter referred to as City; and Cache Humane Society, a non-profit corporation organized and existing under the laws of the State of Utah with its principal place of business at Logan, Utah, hereinafter referred to as Lessee.

In consideration of the mutual covenants herein set out, the parties agree as follows:

SECTION ONE.

DESCRIPTION OF PREMISES

City hereby leases to Lessee approximately 5 acres of land described as a portion of parcel #05-059-0002 in Cache County, State of Utah and more particularly described in Exhibit A.

SECTION TWO.

TERM

The term of this lease shall be for five years beginning on March 1, 2015 and terminating on February 28, 2020. It is the understanding of the parties that the intent is to extend this lease beyond this term contingent upon the success of the Community Dog Park. Any extension may also include additional acreage.

SECTION THREE.

RENT

Lessee shall pay City for the use of the leased premises the amount of One Dollar (\$1.00) per month for the entire term of the lease, payable on the first date of each month at the following listed address: Accounts Payable, 290 North 100 West, Logan Utah 84321. As additional consideration for the lease, Lessee agrees to develop the premises into a Community Dog Park, as approved by the City of Logan's Community Development Department. Said park shall be open to the public and completed by the end of the term of this agreement.

SECTION FOUR.

POSSESSION AT BEGINNING OF TERM

City shall use due diligence to give possession as nearly as possible at the beginning of the term of this lease, and rent shall abate pro rata for the period of any delay in so doing. Lessee shall make no other claim against City for such delay.

SECTION FIVE.

QUIET ENJOYMENT

City covenants and agrees that Lessee shall lawfully, peacefully, and quietly hold, occupy and enjoy the leased premises during the term of the lease without objection or molestation.

SECTION SIX.

USE OF THE LEASED PREMISES

Lessee agrees that the leased premises shall be used by Lessee exclusively as a community dog park. Such use shall conform to applicable ordinances and state and federal laws. No other usage of the premises shall be allowed unless prior written consent is obtained from the City, which shall be granted or not granted at the absolute discretion of City. Lessee may not sublet any or all of the premises without prior written approval from the City.

This property, although not currently within the corporate limits of Logan City, is planned to be annexed to the City in the future. The General Plan of the City of Logan specifies future uses for this property and surrounding property as Gateway. The purpose of the Gateway designation is to develop quality highway entrances to the City. Gateways are important to the overall character of the City. To ensure that this property will be compatible with the future plans of the City, development and use shall be consistent with the requirements set forth in the Land Development Code of the City regarding setbacks, landscaping, parking, access, avoidance of sensitive lands, public improvements, and all other requirements specified in the aforementioned code. Any of the subject property which is determined by the City to be required for public roadways and rights-of-way to further the transportation infrastructure shall be subject to extraction from the lease and termination of use of that portion of property by the Lessee.

SECTION SEVEN.

ACCEPTANCE BY LESSEE

Lessee has inspected and knows the condition of the premises and accepts the same in its present condition.

SECTION EIGHT.

CITY'S RIGHT OF ENTRY

City or City's agent may enter the premises at reasonable hours to examine the same, to do anything City may be required to do hereunder or which City may deem necessary for the good of the premises.

SECTION NINE.

MAINTENANCE AND REPAIR BY LESSEE

Lessee shall take good care of the premises and the equipment and fixtures therein and shall keep the same in good working order and condition, including particularly the protection of water

pipes, electrical systems, heating and air conditioning equipment, plumbing, fixtures, appliances, and utility lines and systems, and shall keep the premises and the approaches, sidewalks, and the alleys adjacent thereto, if any, clean and sightly (including policing the grounds if they are included in the leased premises), free from ice and snow and from fire hazard and any other nuisance. At the expiration of the term, Lessee shall surrender the premises in as good condition as the reasonable use thereof will permit. All damage or injury to the leased premises not caused by fire and other casualty, as set forth in Section Fifteen hereof, shall be promptly repaired by Lessee.

Lessee shall keep in repair any buildings, structures or other fixtures on the premises. All structures, building repairs, alterations, additions, improvements, installation, equipment, and fixtures, by whomsoever installed or erected (except such business trade fixtures belonging to Lessee as can be removed without damage to or leaving incomplete the premises or building) shall belong to City and remain on and be surrendered with the premises as a part thereof, at the expiration of this lease or any extension thereof.

SECTION TEN.

UTILITIES AND SERVICES

Lessee shall furnish and pay for all electricity, gas, water, fuel, or any services or utilities used in or assessed against the premises, unless otherwise herein expressly provided. Lessee shall also be responsible for removal of garbage from the leased premises.

SECTION ELEVEN.

SIGNS AND ADVERTISEMENTS

Lessee shall not put upon, or permit to be put upon, any part of the premises, any signs, billboards, or advertisements whatever, that are in violation of applicable regulations.

SECTION TWELVE.

INSURANCE AND PROPERTY TAXES

Lessee shall comply with all insurance regulations so that the lowest fire, lightning, explosion, extended coverage, and liability insurance rates may be obtained. Nothing shall be done or kept in or on the premises by Lessee which will cause an increase in the premium for any of such insurance of the premises or on any building of which the premises are a part or on any contents located therein, over the rate usually obtained for the proper use of the premises permitted by this lease or which will cause cancellation of any such insurance. In the event Lessee's use of the premises is responsible for an increase in the insurance rates, then in such event, Lessee agrees to pay any resulting increase in premiums.

During the term of this agreement, Lessee shall obtain, pay all premiums for, and furnish certificates to, City for insurance as specified herein:

- (a) Lessee shall during the full term of this lease agreement, at the expense of lessee: (1) insure the fixtures and equipment belonging to lessee against loss or damage by fire;

(2) carry public liability insurance; and (3) procure a policy for accident or damages on or to the demised premises.

(b) Lessee shall also provide insurance against loss or damage to all structures erected on the premises.

Lessee will pay all real and personal property taxes assessed on the leased premises.

SECTION THIRTEEN.

INDEMNITY AND PUBLIC LIABILITY

Lessee covenants at all times to indemnify and save City harmless from all loss, liability, cost, or damages that may occur or be claimed with respect to any person or property on, in or about the leased premises or to the leased premises themselves resulting from any act done or omission by or through Lessee, its agents, employees, invitees, or any person on the premises by reason of Lessee's use or occupancy or resulting from Lessee's non-use, or possession of such property and any and all loss, cost, liability, or expense resulting therefrom; and further covenants at all times to maintain such premises in a safe and careful manner.

SECTION FOURTEEN.

DAMAGE TO PROPERTY ON PREMISES

Lessee agrees that all property of every kind and description kept, stored, or placed in or on the premises shall be at Lessee's sole risk and hazard and that City shall not be responsible for any loss or damage to any of such property resulting from fire, explosion, water, steam, gas, electricity, or the elements, whether or not originating in the premises, caused by or from leaks or defects in or breakdown of plumbing, piping, wiring, heating, or any other facility, equipment, or fixtures or any other cause or act and whether or not resulting from the negligence of City or other tenants of City or anyone for whom City may be responsible.

SECTION FIFTEEN.

DAMAGE BY CASUALTY

In case the leased premises shall be destroyed or shall be so damaged by fire or other casualty, as to become untenable, then in such event, at the option of City, this lease shall terminate from the date of such damage or destruction and Lessee shall immediately surrender such premises and all interest therein to City, and Lessee shall pay rent only to the time of such surrender. City shall exercise such option to terminate this lease by notice in writing delivered to Lessee within fifteen days after such damage or destruction. In case City shall not elect to terminate this lease in such event, this lease shall continue in full force and effect and City shall repair the leased premises with all reasonable promptness, placing the same in as good a condition as they were at the time of the damage or destruction and for that purpose may enter such premises, and rent shall abate in proportion to the extent and duration of untenability. In either event, Lessee shall remove all rubbish, debris, merchandise, furniture, equipment, and other personal property, within thirty days after the request of City. If the leased premises shall be only slightly injured by fire or the elements, so as not to render the same untenable and unfit for occupancy, then City shall repair the same with all reasonable promptness, and in that case the rent shall not abate. No compensation or claim shall be made by or allowed to Lessee by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the leased premises, however the necessity may occur.

SECTION SIXTEEN.

PUBLIC REQUIREMENTS

Lessee shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the premises or the use thereof, and save City harmless from expense or damage resulting from failure to do so. The leased premises are not exempted from compliance with zoning or any other municipal codes or ordinances or from any other requirements of law due to title being in the name of City.

SECTION SEVENTEEN.

ASSIGNMENT OR SUBLEASE

Lessee shall not assign, transfer, or encumber this lease and shall not sublease the premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of City.

SECTION EIGHTEEN.

RECORDING

Lessee shall not, without the prior written approval of City, record this lease or cause it to be recorded. In the event Lessee does cause it to be recorded, City may terminate the lease, upon thirty (30) days notice, at its sole option.

SECTION NINETEEN.

SURRENDER AT END OF TERM

At the expiration of the term of this lease, City or its agent shall have the right to enter and take possession of the leased premises, and Lessee agrees to deliver the same without process of law. Lessee shall be liable to City for any loss or damage, including attorney fees and court costs incurred, as a result of Lessee's failure to comply with this obligation.

SECTION TWENTY.

HOLDING OVER

Any holding over by Lessee after the expiration of the term of this lease or any extension thereof shall be construed to be a tenancy from month to month at a monthly rental equal to two hundred percent (200%) of the rent payable during the last month immediately prior to the expiration of the term and shall be subject to the terms and conditions of this agreement. Nothing herein set out shall be construed to authorize any such holding over.

SECTION TWENTY-ONE.

DEFAULT

If default is made in the payment of any installment of rent on the due date thereof, or if Lessee shall default in the performance of any other agreement (other than payment of rent) continuously for thirty (30) days after written notice thereof, or if the premises be vacated or abandoned, then in any such event this lease shall terminate, at the option of City, and City may

re-enter the premises and take possession thereof, with or without legal process and without notice or demand.

SECTION TWENTY-TWO.

WAIVER

The rights and remedies of City under this lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by City of any breach or breaches, default or defaults, of Lessee hereunder shall not be deemed or construed to be a continuing waiver of such breach of default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by City of any installment of rent, subsequent to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the due date thereof. No receipt of money by City after the termination in any way of this lease shall reinstate, continue, or extend the term above demised.

SECTION TWENTY-THREE.

BANKRUPTCY

Neither this lease nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or otherwise by operation of law during the term of this lease or any renewal thereof.

SECTION TWENTY-FOUR.

ENCUMBRANCES

Any assignment, transfer, or conveyance by Lessee of any property rights arising out of this lease shall not encumber, alienate, diminish, cloud, or impair in any way the title ownership and interests of City in and to such property. Lessee shall promptly pay when due all obligations or indebtedness incurred under or by virtue of this lease, including but not limited to taxes, labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which may be secured by any mechanic's or materialmen's lien or any other lien against the premises leased. This lease is subject to provisions of the city charter, ordinances, and state statutes prohibiting alienation of title.

SECTION TWENTY-FIVE.

NOTICES

Any notice hereunder shall be sufficient if sent by registered or certified mail, addressed to Lessee at the premises, and to City where rent is payable.

SECTION TWENTY-SIX.

COVENANTS TO RUN WITH THE PREMISES

The covenants herein contained shall run with the premises hereby let, and shall bind the heirs, executors, administrators, assigns, and successors of City and Lessee respectively. Consent of City to assignment, and acceptance of rent from assignee of Lessee shall not release Lessee from the obligation to pay rent and comply with the other conditions of this lease.

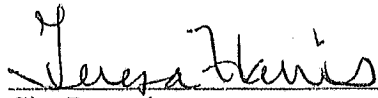
SECTION TWENTY-SEVEN.

ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties, and no modification of this Agreement shall be binding upon the parties unless evidenced by an agreement in writing signed by City and Lessee after the date hereof.

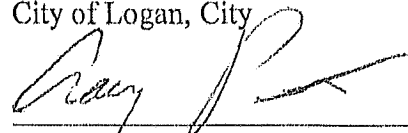
In witness whereof, the parties have executed this agreement on the date and year first above written.

Attest:



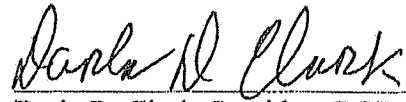
City Recorder

City of Logan, City



Mayor Craig Petersen

Cache Humane Society, Lessee,



Darla D. Clark, President BOD CHS

EXHIBIT A

