

# LEASE AGREEMENT

THIS AGREEMENT, Made and entered into this 28th day of January, 1969, by and between, LEASING, INC., of 1038 Prospect Avenue, Helena, Montana, hereinafter called "LESSOR" and

GLACIER LANES

Pinedale, Wyoming.

MONTANA, hereinafter called "LESSEE".

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1. That the LESSOR hereby leases to the LESSEE and the LESSEE hereby hires from the LESSOR, a certain DRY CHEMICAL AUTOMATIC FIRE EXTINGUISHING SYSTEM, bearing Serial No.(s) P 105 SF

for the term of ten (10) years from the date hereof (unless such term shall sooner expire in accordance with any of the terms, provisions and conditions hereinafter contained), at the yearly rental of One Hundred Twenty Five and..... no/100 dollars (\$125.00) to be paid by the LESSEE to the LESSOR, in advance, each year. The first year and the tenth year of the lease rent to be paid upon completion of installation of the said system.

2. That the LESSOR shall deliver and install said Fire Extinguishing System at Glacier Lanes, Pinedale, Wyoming

Montana, and LESSOR shall service and recharge said Fire Extinguishing System, upon being notified by the LESSEE that said Fire Extinguishing System has been tripped and is in need of recharging, and LESSOR agrees to complete the said recharging within twenty-four (24) hours after being notified by the LESSEE that the said Fire Extinguishing System needs recharging. In addition the LESSOR agrees to inspect and service said Fire Extinguishing System at least once each twelve (12) months during the term of this lease agreement.

3. That, without the previous written consent of LESSOR, the LESSEE shall not remove the said Fire Extinguishing System, or any part thereof, from the location indicated in paragraph 2, above, nor part with the possession of the same, nor suffer same to be repaired or recharged by any person except the LESSOR or his employees, nor suffer the same to be used by anyone except the said LESSEE, during the term of this lease agreement.

4. That, until the said Fire Extinguishing System shall be redelivered to LESSOR, or until the same shall be retaken by said LESSOR in accordance with the terms, provisions and conditions hereof, the LESSEE shall keep said Fire Extinguishing System free and clear of all taxes, assessments, liens and encumbrances.

5. The LESSOR may, from time to time, enter any premises wherein the said Fire Extinguishing System may then be, for the purpose of examining and inspecting the condition of said equipment.

6. That the said LESSOR shall in no way be liable for damages to other equipment on the premises, or damage to the premises, resulting from the installation, operation or removal of the said Fire Extinguishing System.

7. That the LESSEE shall not be liable for loss or damage to said Fire Extinguishing System by fire or other casualty.

8. That the LESSEE shall have the right to retain possession of said Fire Extinguishing System only so long as he shall not be in default hereunder; and punctuality in the payment of the several installments of the rent aforesaid shall be deemed to be the essence of the lease agreement.

9. That if the LESSEE shall make default in punctually paying any of the installments of rent aforesaid, and said delinquency shall continue for a period of sixty (60) days, or if the LESSEE shall otherwise breach any of the terms, provisions and conditions of this lease agreement, or if any execution or other writ or process shall be issued in any action or proceedings against the LESSEE whereby the said Fire Extinguishing System may be seized or taken or if proceedings in bankruptcy, receivership or insolvency shall be instituted by or against the LESSEE or his property, or if the LESSEE shall enter into any arrangement or composition with his creditors, that and in any such event, the LESSOR shall have the right to retake immediate possession of said Fire Extinguishing System, and for such purpose the LESSOR may enter upon any premises where said Fire Extinguishing System may be and remove the same therefrom, with or without force, and with, or without notice of the LESSOR's intention to retake the same, without being liable to any suit or action or other proceeding by the said LESSEE.

10. That upon the LESSOR retaking possession of said Fire Extinguishing System, pursuant to the provisions of the preceding paragraph hereof, this agreement shall thenceforth terminate without prejudice to any right or claim for arrears of rent, if any, or on account of any preceding breach or breaches of this lease agreement.

11. Upon the expiration of the terms hereof, the parties hereto, by mutual agreement, may renew this lease for an additional term of ten (10) years, or the LESSEE shall have the option to purchase said Fire Extinguishing System, as then installed, from the LESSOR for the sum of One Hundred Fifty and..... no/100 (\$150.00) Dollars, to be paid by the LESSEE to the LESSOR upon expiration of this agreement, and in the event the LESSEE shall so purchase the said Fire Extinguishing System, the LESSOR shall have no further obligation to service or recharge the said Fire Extinguishing System.

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

STATE OF MONTANA

COUNTY OF Lewis & Clark

} ss.

LEASING, INC.

E. N. Flaherty

On this 28th day of January, in the year 1969, before me Elizabeth C. Flaherty

personally appeared E. N. Flaherty known to me to be the person that executed the within instrument.

Subscribed to and sworn before me this 28th day of January, 1969

Elizabeth C. Flaherty

Notary Public for the State of Montana

Residing at Helena, Montana

My Commission expires 6/29/71

GLACIER LANES

LESSSEE Thomas G. Dew

Anna M. Dew

LESSEE

Theodore J. Snaren

Notary Public for the State of Montana

Residing at Hardin, Montana

My Commission expires Dec 1, 1971

STATE OF WYOMING Montana

COUNTY OF Sublette B. W. Horn

} ss.

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