

**RESOLUTION NUMBER 06-078**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF KETCHUM AND SUN VALLEY COMPANY FOR THE USE OF THE UPPER GREYHAWK PARKING LOT FOR THE BRAVO CONCERT SERIES.

WHEREAS, pursuant to Idaho Code §50-301, the City of Ketchum is empowered to lease real property; and

WHEREAS, the City of Ketchum desires to lease certain real property owned by the Sun Valley Company, commonly known as the Upper Greyhawk Parking Lot for use by Bravo Entertainment, LLC to provide three concerts; and

WHEREAS, such lease is necessary for the public health, safety and welfare of the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Ketchum, Idaho that the City Council hereby authorizes the Mayor to execute lease agreement between the City of Ketchum and Sun Valley Company for the use of the Upper Greyhawk Parking Lot for the Bravo Concert Series.

This Resolution will be in full force and effect upon its adoption this third (3<sup>rd</sup>) day of July 2006.

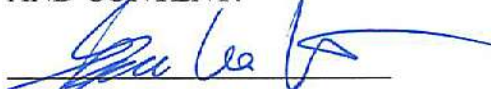
CITY OF KETCHUM, IDAHO



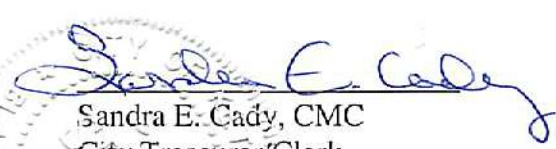
Randy Hall, Mayor

ATTEST:

APPROVED AS TO FORM  
AND CONTENT:



Benjamin W. Worst,  
City Attorney



Sandra E. Cady, CMC  
City Treasurer/Clerk



1954-1955

1. The first part of the report deals with the general situation in the country during the year 1954-55. It is noted that the country has made considerable progress in various fields during the year.

2. The second part of the report deals with the economic situation. It is noted that the economy has shown a steady growth during the year.

3. The third part of the report deals with the social situation. It is noted that the government has taken various steps to improve the social conditions of the people.

4. The fourth part of the report deals with the political situation. It is noted that the government has maintained a stable and democratic system during the year.

5. The fifth part of the report deals with the international situation. It is noted that the country has maintained friendly relations with all major powers.

6. The sixth part of the report deals with the foreign trade situation. It is noted that the country has achieved a surplus in its foreign trade during the year.

7. The seventh part of the report deals with the internal security situation. It is noted that the country has maintained a peaceful and stable internal situation during the year.

*[Handwritten signature and notes]*



**LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") is made and entered into as of June 7, 2006, by and between Sun Valley Company, a Wyoming corporation ("Lessor") and The City of Ketchum ("Lessee").

WHEREAS, Lessor is the owner of certain real property and improvements thereon as more particularly described in the attached Exhibit A ("Premises"); and

WHEREAS, Lessor desires to lease all of such Premises to Lessee and Lessee desires to take under lease all of such Premises from Lessor upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, obligations and promises herein contained, the parties hereto agree as follows:

**ARTICLE I**  
**Premises and Term**

Lessor, for and in consideration of the rent, covenants, agreements and conditions hereinafter set forth to be kept and performed by Lessee, hereby leases the Premises to Lessee.

This Lease shall commence on July 3, 2006, and shall terminate July 5, 2006, commence again on August 11, 2006, and shall terminate August 13, 2006, commence again on August 21, 2006, and shall terminate August 23, 2006.

**ARTICLE II**  
**Rent**  
Intentionally Deleted

**ARTICLE III**  
**Use of Premises**

It is covenanted and agreed that the Premises may be used for music concerts to be held in the Upper Greyhawk Parking Lot and for any other use approved in writing by the Lessor.

Lessee shall not use the Premises in any manner that will render void any insurance carried by Lessor on the Premises.

Lessee shall not use the Premises for any purpose that violates any federal, state, county, or municipal statute or ordinance, or of any regulation, order, or directive of any governmental agency concerning the use and/or safety of the Premises.

**ARTICLE IV**  
**Assignment and Sublease**

Lessee will not assign or in any manner transfer this Lease or any interest therein, and will not suffer or permit any assignment thereof by operation of law or sublet the Premises hereby leased, or any part thereof, or allow anyone to take over the Premises or this Lease with, through or under Lessee without the written consent of Lessor. The giving of any such consent shall not release or discharge Lessee from the performance of its duties and obligations. The granting of such written consent shall not be deemed to waive the requirement of prior consent for any subsequent or additional assignments or subleases.

**ARTICLE V**  
**Repairs and Maintenance**

It is expressly understood that Lessee accepts the Premises in their present condition. Lessee agrees to make and pay for all ordinary repairs to the interior of the Premises. Lessee agrees to make and pay for all ordinary repairs of mechanical equipment on the Premises.

Lessee assumes all liability for and Lessor shall not be held liable for injury, loss or damage to persons or property occurring on the Premises

Lessor, for itself and its agents, reserves the right to enter the Premises at all reasonable times during the term of this Lease for the purpose of (a) examining and inspecting the same; (b) making such repairs thereto as Lessor may deem necessary or desirable.

**ARTICLE VI**  
**Public Liability Insurance**

Lessee agrees to provide and keep in force during the term of this Lease for the benefit of the Lessor, general liability policies of insurance in an amount no less than Three Million Dollars per occurrence, in standard form, reasonably satisfactory to Lessor, insuring Lessee and Lessor (as an additional insured) against any liability that may accrue against them or either of them on account of any occurrences in or about the Premises during the term of this Lease, or in consequence of Lessee's occupancy thereof, or for Lessee's contractual liability under this Lease, and resulting in personal injury or death or property damage. Lessee shall furnish Lessor with a certificate or certificates of insurance covering such insurance so maintained by Lessee, stipulating that such insurance shall not be cancelled without notice in advance to Lessor.

**ARTICLE VII**  
**Fire Insurance**

Lessee shall keep the real property and any improvements thereon insured against loss or damage by fire and the perils commonly covered under the standard extended coverage endorsement to the extent of the replacement value thereon. Such insurance shall be carried for the protection of both Lessee and Lessor (as an additional insured).

**ARTICLE XIII**  
**Default by Lessee**

If any one or more of the following events ("Default") shall happen and be continuing, namely:

A. Lessee shall fail to pay any rent or other sum of money to Lessor when the same is due and such failure continues for Five (5) days after Lessor has given Lessee written notice thereof;

B. Lessee shall default in the performance of any of the terms or provisions of this Lease (other than the payment of rent or other sum of money) and shall fail to cure such default within One (1) day after notice thereof is given;

Then, and in any of such events of Default, Lessor shall have the immediate right to re-enter the Premises and expel Lessee or any person, or persons occupying the same, with or without legal process, and in any such event, Lessee agrees to peacefully and quietly yield up and surrender the Premises to Lessor. Lessor shall also have the right to pursue all other legal and equitable remedies.

**ARTICLE IX**  
**Surrender of Possession**

Upon the termination of this Lease, whether by reason of lapse of time, cancellation, forfeiture or otherwise, or upon any uncured default by Lessee as hereinabove defined, Lessee shall immediately surrender and deliver to Lessor possession of the Premises and all appurtenances thereto in good condition and repair and shall repair any damages to the Premises that occurred during the term of this Lease.

**ARTICLE X**  
**Waiver of Breach**

No waiver of any breach or breaches of any covenant or condition herein contained shall operate as a waiver of any breach of any other covenant or condition herein contained, or as the waiver of any subsequent breach of the same covenant or condition.

**ARTICLE XI**  
**Costs and Attorneys Fees**

The costs, including reasonable attorneys fees, of any action brought to enforce any of the terms or provisions of this Lease, shall be borne by the party adjudged by the Court to have violated any of the terms or provisions of this Lease.

**ARTICLE XII**  
**Miscellaneous Provisions**

The headings of the several Articles and sections contained herein are for convenience only, and do not define, limit or construe the contents of such Articles and sections.

The various rights and remedies herein contained and reserved to each of the parties, except as herein otherwise expressly provided, shall not be considered as exclusive of any other right or remedy of such party; but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either party shall impair any such right, power or remedy, or be construed as a waiver of any default or nonperformance, or as acquiescence therein.

This Lease is and shall be considered to be the only agreement and understanding between the parties hereto with respect to the subject matter hereof. All negotiations and oral agreements acceptable to both parties have been incorporated herein. It may not be amended or modified by any act or conduct of the parties, or by oral agreement, unless reduced to writing.

All of the rights and obligations of the parties under this Lease shall bind, and the benefit shall inure to, their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this Lease has been executed the day, month and year first above written.

**LESSOR:**  
Sun Valley Company,  
A Wyoming corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**LESSEE:**  
The City of Ketchum, an  
Idaho municipal corporation

By: \_\_\_\_\_

Its: Mayor

**EXHIBIT A**  
**DESCRIPTION OF PREMISES**

- The designated area for the concert venue and guest seating will be located in the Upper Greyhawk Parking Lot only, commencing at the bridge entrance. The Lower Greyhawk Parking Lot may be used for limited parking. The Sun Valley Company Warm Springs Day Lodge outside walking area, pavers, curbs, and sidewalks, surrounding the Warm Springs Day Lodge and the Upper and Lower Greyhawk Parking Lot may be used and designated as light foot traffic areas only.