



COMMERCIAL SUBMERGED LANDS LEASE
Lease No. B#####
LESSEE(S), FULL LEGAL NAME(S)

SUMMARY OF LEASE PROVISIONS:

Lessor: STATE OF IDAHO
 By and through the State Board of Land Commissioners
 300 North 6th Street, Suite 103
 PO Box 83720
 Boise ID 83720-0050

Lessee: Lessee(s) Full Legal Name(s)
 Address
 City State Zip

Lease Term: Commencement Date: January 1, 20__
 Expiration Date: December 31, 20__

Rent: **If commencement date is not January 1, will annual rent be due on the anniversary of the commencement date?**

The annual base rent payment is due on January 1st of each year.
 Rent terms are more particularly described in *Section 1. Rent* of the Lease Provisions.

Gross Receipts: (if required--remove if not required)

Rent for **Commercial Marina Moorage**. Annual rent shall be a base of **TWO HUNDRED FIFTY DOLLARS (\$250.00)** due by January 1 of each year. During a given year, if the annual gross receipts, as calculated in *Section 1. B. Gross Receipts Rent and Report of the Lease Provisions* are greater than the base rent; additional rent is due for that year and payable by April 1st of the ensuing year.

Legal Description of Leased Premises: The LESSOR does hereby lease and demise unto the LESSEE, at the rate and for the use specified in Section 1 of the Lease Provisions, the lands described in Attachment B and as set forth in Encroachment Permit: **Encroachment Permit #**, located at **PRIEST LAKE** in the county of **BONNER, State of Idaho.**

Lessor, in consideration of the rent paid and the covenants, conditions and restrictions hereinafter set forth, in the Lease (including all Attachments), does hereby lease and demise unto Lessee the lands described in Attachment B of this Lease for the uses specified herein.

Use of Leased Premises: **RV Camp Ground**
 See Section 2. Use of Premises of the Lease Provisions

Bond: **No bond is required at this time as specified in Section 5. Bond of the Lease Provisions. (or SPECIAL TERMS AND PROVISIONS)**

Liability Insurance: **\$1,000,000** Commercial General Liability
 See Section 3. Insurance of the Lease Provisions.

Lease Index: SUMMARY OF LEASE PROVISIONS
 LEASE PROVISIONS
 SIGNATURE PAGE
 ATTACHMENT A – SPECIAL TERMS AND CONDITIONS
 ATTACHMENT B – LEGAL DESCRIPTION OF LEASED PREMISES
 ATTACHMENT C – SITE MAP(S)
 ATTACHMENT D – REPORTS (Area, Please Define Any Reports Required from Lessee—note there are two GR report options. If none, REMOVE BOTH REPORTS and use the comment: No reports are required at this time.)

LEASE PROVISIONS

1. Rent.

Lessee shall pay the Lessor, as rent for the Leased Premises, the following amounts, determined and payable in the manner and at the time set forth herein, without abatement, offset or deduction of any kind, unless allowed by this Lease. All rent shall be paid in lawful money of the United States of America forwarded to the Lessor or as otherwise directed by the Lessor in writing.

A. Rent for Commercial Marina Moorage. Annual rent shall be a base of \$250.00, due on or before January 1 of each successive year. During a given year, if the annual gross receipts as calculated below is greater than the base rent of \$250.00, then additional rent is due for that year and payable by April 1.

B. Gross Receipts Rent and Report. Gross receipts rent and report shall apply to Commercial Marina Moorage only. Lessee shall calculate and report annual gross receipts for the previous calendar year (January 1 through December 31) by April 1 following the end of each lease year. The Lessee shall submit the gross receipts documentation, as described below, without further notification from Lessor. Failure to provide such documentation by April 1 shall be cause for Lessor to declare a default herein and terminate the Lease upon thirty (30) days written notice.

i. Lessee shall calculate gross receipts rent as follows: annual gross receipts multiplied by percentage less the base rent, equals gross receipts rent (Gross Receipts x 3.75 % - base rent = gross receipts rent). If the percentage of gross receipts totals less than the base rent, no gross receipts rent shall be due.

ii. Whether or not gross receipts rent is due, Lessee shall provide to Lessor a verified report of gross receipts for the previous calendar year. Said report and any rental due thereunder shall be due by April 1 of each year.

iii. DELETE ONE OF THE PARAGRAPHS BELOW (iv. Or v.) OR DELETE BOTH PARAGRAPHS BELOW—SHIFTING NO iii paragraph in this provision #B.iii. ...

iv. If a marina makes all of its marina facilities available to the public on a first-come, first-served basis, the annual compensation shall be discounted by twenty-five percent (25%); except that the rent, after discount, shall not be less than Two Hundred Fifty dollars (\$250.00).

v. If a marina makes all of its marina facilities available to the public on a first-come, first-served basis and fifty percent (50%) or more of the boat slips are set aside for day use only, then the annual compensation shall be discounted by fifty percent (50%); except that the rent, after discount, shall not be less than Two Hundred Fifty dollars (\$250.00).

C. Annual Rent Subject to Modification. Lessor reserves the right to increase or decrease the annual rent to be paid by the Lessee. The increase or decrease for the year shall be effective as of January 1 and payable by January 1. Lessor shall provide Lessee written notification one hundred and eighty (180) calendar days prior to the change in the annual Lease rental amount.

D. Late Payment Charge. In the event any rent and gross receipts due hereunder are not paid in full when due, Lessee shall pay, in addition to such rent and gross receipts, a late charge in the first calendar month of such delinquency the amount of Twenty Five Dollars (\$25.00) or one percent (1%) of the unpaid rent, whichever is greater. For each subsequent calendar month of such delinquency, Lessee shall pay an additional late charge equal to one percent (1%) of the then unpaid delinquency. The parties acknowledge and agree that the late charge described herein is a reasonable attempt to estimate and to compensate Lessor for higher administration costs associated with administering such late payments and is not intended as a penalty. By assessing this late charge, Lessor does not waive any right to declare a breach and to pursue any right or remedy available to Lessor by reason of such breach, after expiration of any applicable notice or cure period.

E. Lien. The amount of the unpaid rent, late charge, and interest shall be a lien on the Lessee's improvements and other property on the Leased Premises.

2. Use of Premises.

- A. The Leased Premises shall be used for Commercial Marina Moorage in accordance with Encroachment Permit #Encroachment Permit # and any successor permit(s). This Lease is contingent upon Lessee continually maintaining and complying with the provisions contained in the Encroachment Permit.
- B. Any new or change of use requires Lessor's prior written amendment of the Encroachment Permit and prior written adjustment of this Lease.
- C. Lessee agrees to not commit, nor permit any damage to or waste upon the Leased Premises or upon any of the improvements, nor permit any unlawful use of the Leased Premises, nor permit any use thereof except for the purposes stated herein.
- D. Lessee shall acquire and maintain all necessary permits and comply with all applicable laws, rules, regulations, or other provisions with the State of Idaho.
- E. Technical Reports. When requested by the Lessor, the Lessee will furnish technical information concerning the equipment located on the Leased Premises.
- F. Existing commercial marinas that desire to change their operations and convert some of their moorage to private use must keep at least fifty percent (50%) of their moorage available for use by the general public. This change in operations must be approved by the department through a new encroachment permit prior to implementation of the change. The permit application shall describe, in text and in drawings, which moorage will be public and which moorage will be private.

3. Insurance.

Lessee shall purchase and keep in force all insurance required by this Lease, including business interruption insurance, if required by the Lessor, to assure payment of the annual rent. Any failure to comply with any of the terms of this section shall be grounds for immediate termination of this Lease.

- A. Commercial General Liability. Lessee shall obtain, at Lessee's expense, and keep in effect during the term of this Lease, Commercial General Liability Insurance covering bodily injury and property damage caused by or resulting from the occupancy, use, and operations of any other activity on the Leased Premises carried on by Lessee, its assigns, agents, operators or contractors. This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided under this Lease. Coverage shall be combined single limit per occurrence, which shall not be less than One Million Dollars (\$1,000,000), or the equivalent. Each annual aggregate limit shall not be less than One Million Dollars (\$1,000,000), when applicable.
- B. Property Insurance. Lessee shall, throughout the term of this Lease at its own expense, keep and maintain in full force and effect, property insurance for what is commonly referred to as "All Risk" coverage, excluding earthquake and flood, on Lessee's improvements and personal property.
- C. Workers' Compensation. Lessee shall maintain Workers' Compensation Insurance and Employer's Liability, together with all other coverages required therefor.
- D. Additional Insured. The liability insurance coverage required for performance of the Lease shall include the State of Idaho, the Board of Land Commissioners, and the Department of Lands, its officers, agents, and employees as additional insureds, but only with respect to Lessee's activities (including the activities of Lessee's agents, operators, employees or contractors) relating to this Lease and/or any such activities upon, or related to, the Leased Premises. If the land surface and/or the improvements thereon covered by the Lease have been sold or leased by Lessor, then any such new owner or leaseholder of the surface rights and/or improvements shall also be an additional insured.
- E. Insurance Policy Requirements. All policies required under this Section shall be written as primary policies and not contributing to or in excess of any coverage Lessor may choose to maintain. All insurers shall have a Bests' rating of A- or better, and be authorized to do business in the State of Idaho. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage without thirty (30) days written notice from Lessee and its insurer to Lessor; provided however, that if such prior advanced written notice

cannot reasonably be provided, then the Lessee and its insurer shall immediately notify Lessor as soon as either becomes aware of any such cancellation, termination, material change, or intent not to renew. In any event, Lessee shall immediately notify Lessor of any such notice of cancellation, termination, material change, or intent not to renew any policy required by this Lease and shall deliver to Lessor a copy of any such notice upon receipt thereof from any insurer.

- F. **Proof of Insurance.** Prior to taking occupancy or commencing operations or construction, and at least annually thereafter, Lessee shall furnish Lessor with a certificate of insurance executed by a representative of each insurer duly authorized to bind coverage, together with a copy of any applicable policy and policy endorsement showing compliance with all insurance requirements set forth herein including evidencing Lessor as additional insured. Lessee shall provide certified copies of all insurance policies required above within fifteen (15) days of Lessor's written request for certified copies. Failure of Lessor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Lessor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Lessee's obligation to maintain such insurance.
- G. **No Limitation of Liability.** By requiring insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on Lessee's liability pursuant to this Lease.

4. Lease Term And Renewal Conditions.

- A. Lessor grants to Lessee the option to renew this Lease for additional ten (10) year terms commencing upon the expiration of the original Lease or subsequent Leases, provided that the Lessee shall submit an application for renewal by April 30 of the year of expiration of the Lease. Lessee understands and agrees that the Lessor has the sole discretion relating to the terms and conditions offered in any renewed lease and understands and agrees that the terms and conditions in a renewed lease may be materially different than this Lease.
- B. Lessor will not consider a lease renewal unless the following conditions have been met:
 - i. All rent due has been paid in full;
 - ii. All Lessee gross receipts reporting requirements have been met;
 - iii. Lessee continues to hold a valid Encroachment Permit and has complied with all provisions of the Encroachment Permit; and
 - iv. Lessee has complied with all provisions of this Lease and fully and faithfully performed all obligations herein.

5. Bond.

Bonding is not required at this time. At the sole discretion of the Lessor, bonding may be required. Lessee shall have sixty (60) days from the date of notice to comply with any bonding requirements.

6. Sublease and Assignment.

- A. **No Sublease or Assignment Without Consent.** Lessee shall not sublease all or any part of the Leased Premises, or sublease all or any part of Lessee's improvements, or assign this Lease, or take out a mortgage or deed of trust without first obtaining the written consent of Lessor.
- B. **Necessary Forms.** Any request for approval of a sublease, assignment, mortgage, or deed of trust must be in writing, on forms provided by the Lessor and accompanied by a processing fee. Any attempt by Lessee to sublease Lessee's interest in all or any part of the land or all or any part of the Lessee's improvements, or to assign this Lease, or to take out a mortgage or deed of trust, without the prior written consent of Lessor, shall be void and shall constitute a breach of this Lease.
- C. **Good Standing Required.** No request for Lessor's approval of any assignment or sublease will be considered unless all rent due, late payment fees, and interest have been paid in full, and Lessee is in good standing under the terms of the Lease.

- D. Assignment Subject to Terms. Any assignment shall be subject to all of the terms and provisions of this Lease.
- E. Specific Transaction Only. Any consent by Lessor herein contained or hereafter given to any act or assignment, mortgage, pledge, or encumbrance shall be held to apply only to the specific transaction hereby or thereby approved.
- F. Proof of Assignment. In cases of assignment due to sale of the Lessee's interest, Lessee must provide to Lessor one copy of the purchase agreement or contract of sale signed and acknowledged by the buyer (Assignee) and seller (Assignor). In the case of assignment without a sale, appropriate documentation must be provided to the Lessor establishing that the Lease should be assigned. This may include, but not be limited to, a letter from Lessee indicating the transfer of the Lease as a gift; a divorce decree; a copy of will or probate order. Lessor may require additional proof as necessary.
- G. Lessee may sublease, provided that each such sublease shall be subject to all terms of this Lease, including termination of Lessee's interest under this Lease. Any such sublease shall be subject to and subordinate to the rights of the Lessor under this Lease, and any such sublease shall include, but not be limited to, the following:
 - i. No sublease shall relieve Lessee of its responsibility to pay and perform all of its obligations under this Lease to Lessor.
 - ii. The term of the sublease may not exceed the terms of this Lease.
 - iii. The Lessor is not liable for acts or omissions of the Lessee.
 - iv. The Sublessee will abide by all terms of this Lease.
 - v. The Lessor is not liable for pre-payment, security deposits or other pre-paid charges made to Lessee by sublessees should this Lease be terminated.

The Lessor may impose additional requirements as a condition of approving the sublease request.

7. Lessee's Compliance with Applicable Laws and Rules.

- A. Full Compliance. Lessee's use of the Leased Premises and all improvements constructed thereon, shall fully comply with all statutes, ordinances, rules, regulations and laws of applicable federal, state and local governmental authorities. Lessee shall comply with all applicable rules and regulations and standards currently in effect or hereafter adopted by Lessor.
- B. No Waste or Nuisance. Lessee shall not use the Leased Premises in any manner that would constitute waste, nor shall the Lessee allow the same to be committed thereon. The Lessee shall not do anything or allow any action which will create a nuisance or a danger to persons or property.
- C. Noxious Weeds. It is understood and agreed that the Lessee shall take measures to control noxious weeds within the Leased Premises in accordance with Title 22, Chapter 24, Idaho Code. The Lessee shall also take measures to control invasive species within the Leased Premises in accordance with Title 22, Chapter 19, Idaho Code. The Lessee shall cooperate with state and other agencies authorized to undertake programs for control and/or eradication of noxious weeds and invasive species. Failure to comply will be considered a breach of this Lease and shall be considered a default pursuant to the Lease Provisions, Section 16 herein.

8. Environmental, Safety, and Sanitary Requirements.

- A. Sanitary Requirements. Lessee shall at all times keep the Leased Premises in a clean and sanitary condition, free of trash, noxious weeds, garbage and litter, so that the Leased Premises is maintained in as nearly natural state as possible. Lessee shall not dispose of sewage except in conformity with applicable federal, state, and local laws, rules and regulations pertinent to Lessee's use. The Lessee shall store and dispose of all trash and garbage in conformity with all legal requirements. Lessee is responsible for all costs associated with sewage, garbage and litter disposal.

- B. Fire and Safety Regulations. Lessee shall comply with all applicable state laws and the rules of the Department of Lands for fire protection and prevention of fire. Lessee agrees to keep the Leased Premises free from fire hazards. Lessee is prohibited from burning garbage or household trash. The burning of wood or other debris requires the prior written permission of Lessor and must comply with applicable federal, state, or local law, regulation, rule, or ordinance.
- C. No Hazardous Materials. Lessee shall neither use nor permit upon the Leased Premises or premise the use, placement, transport or disposal of any hazardous waste or any other substance that is or is suspected to be a hazardous substance or material except as provided by federal, state or local laws, regulation or ordinance of manufacture. Lessee shall be responsible, at its own expense, for removing or taking other appropriate remedial action regarding such wastes, substances, or materials which Lessee may cause to be introduced, in accordance with applicable federal, state, or local laws, regulations, or ordinances.

9. No Warranty of Suitability.

- A. No Warranty. Lessee acknowledges that neither the Lessor, nor any agent or designee of the Lessor, has made any representation or warranty with respect to the Leased Premises or concerning the suitability of the Leased Premises for the uses intended by the Lessee. Lessee acknowledges that it has accepted the Leased Premises in an "AS IS CONDITION," and accepts liability for its condition.
- B. Quiet Enjoyment. Lessor agrees that the Lessee, upon payment of the rent and performing the terms of this Lease, may quietly have, hold, and enjoy the Leased Premises during the term hereof.

10. Payment of Taxes and Assessments.

On or before any due dates, the Lessee agrees to pay any and all real or personal property taxes, assessment or fees that may be assessed or levied by a governmental authority asserting such authority over the Leased Premises or its improvements. Lessee shall make such payment directly to the taxing authority and hold Lessor harmless from any claim or assessment.

11. Construction and Improvements.

Construction of Improvements. Lessee may construct improvements upon the Leased Premises under limited circumstances in accordance with the following:

- A. Lessee must first obtain the prior written consent of Lessor or Lessor's Designee.
- B. Lessee must furnish a complete set of construction plans and an accurate plot plan of all proposed improvements contemplated by Lessee and submit those plans and drawings to Lessor or Lessor's designee. After the construction plans and plot plan have been approved in writing by the Lessor, then the construction of the improvements must be in full compliance with all conditions under this Lease.
- C. Liens or Encumbrances. Lessee has no authority to and shall not place a lien or encumber state land or state owned improvements. The Lessee shall not place a lien or encumber the Lease or Lessee owned improvements unless given written consent by the Lessor.
- D. Treatment of Approved Improvements upon Lease expiration without renewal, or termination or default under the Lease.
 - i. Upon expiration without renewal or termination, or default of the Lease, Lessor shall have the right to require Lessee to remove all improvements, placed upon the Leased Premises, and to require Lessee to restore the Leased Premises to its natural or previous condition, all at Lessee's sole cost and expense.
 - ii. Upon Lease expiration without renewal, or termination or default under the Lease, Lessor has the right to enter the premises and remove any of the improvements, or otherwise dispose of such improvements, and charge the cost of removal and/or disposal and restoration to Lessee. Lessee shall also be responsible for all collection costs, including legal fees and interest. Lessee shall quietly surrender the Leased Premises to Lessor.

- iii. Upon Lease expiration without renewal, or termination or default under the Lease, at Lessor's sole option, Lessor reserves the right to purchase such approved improvements from Lessee at market value. Market value is defined in this Lease as "The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest and assuming that neither is under undue duress."
 - iv. If the removal of Lessee improvements has not occurred by the date that the Lease expires or by the date of Lessee default, all rights, title and interest of the Lessee to any of the improvements shall, upon thirty (30) days written notice to Lessee or at a date determined at the sole discretion of the Lessor but not less than thirty (30) days, be deemed to revert to the State of Idaho and shall be considered abandoned in place by the Lessee.
- E. Treatment of Non-approved Improvements at any time during the Lease and upon Lease expiration without renewal, or termination, or default under the Lease.
- i. Lessor shall have the right to require Lessee to remove all non-approved improvements placed or caused to be placed upon the Leased Premises, and to require Lessee to restore the Leased Premises to its natural or previous condition, all at Lessee's sole cost and expense. If removal as described above has not occurred by the date that the Lease expires and the Lease has not been renewed, has been terminated, or at the date of the Lessee default, all rights to title and interest of the Lessee to any of the non-approved improvements shall upon thirty (30) days written notice to the Lessee, or at a date determined at the sole discretion of the Lessor, but not less than thirty (30) days, be deemed to revert to the State of Idaho, and shall be considered abandoned in place by the Lessee.
 - ii. Any non-approved improvements not removed by the Lessee may be removed by the Lessor at the Lessee's sole cost and expense. Any legal fees and collection costs incurred by the Lessor shall also be the Lessee's responsibility. Lessor has the right to enter the premises and remove any of the improvements, or otherwise dispose of such improvements, and charge the cost of removal and/or disposal and restoration to the Lessee. Lessee shall also be responsible for all collection costs including, but not limited to, legal fees and interest.

12. Relations of the Parties.

Lessee is not an officer, employee, or agent of the Lessor. Lessee covenants that it will satisfy and hold Lessor harmless against any lien, judgment, or encumbrance filed or made against the Leased Premises at the Lessee's sole and separate cost or expense.

13. Indemnification.

Lessee will indemnify, defend, and save harmless the Lessor, the State of Idaho, its officers, agents and employees from and against any liability, claims, damages, debts, demands, losses, costs, expenses, actions, obligations, judgments for damages, or injury to persons or property including, but not limited to, reasonable attorneys' fees and costs caused by or arising out of use or occupation of the Leased Premises by Lessee, or Lessee's agents, officers or employees or any person's failure to comply with any applicable state, federal, or local laws, statutes, rules, regulations or acts. This duty to indemnify, defend and save harmless shall encompass any claims which include or allege negligence of Lessor, its agents, officers or employees other than claims which arise solely out of negligence on the part of the Lessor, and this duty shall survive the termination or expiration of this Lease.

14. Inspection and Audit Rights.

- A. Inspection by Lessor. Lessee shall permit Lessor or Lessor's authorized agent or designee to inspect and enter the Leased Premises and any improvements at any reasonable time.
- B. Audit Rights. The Lessor shall have the right to audit, in such a manner, and at all reasonable times as it deems appropriate, all activities of the Lessee arising in the course of its operation under this Lease. Lessee must maintain its books, records, documents, and other evidence of accounting in accordance with generally accepted accounting principles so as to properly reflect its business. At sole discretion of the Lessor an audit of the Lessee's books or the supporting tax documents that has been filed with the Internal Revenue Service or the State Sales Tax Report may be performed by a Certified Public Accountant or agent of the Department of Lands. If an audit of gross receipts shows a discrepancy of ten percent (10%) or more, any additional rental owed, and the entire cost of the

audit, shall be paid to the Lessor within thirty (30) days of notice to Lessee, as provided herein, unless a written payment plan detailing otherwise is approved by Lessor.

15. Reservations by Lessor.

The Lessor expressly reserves and excepts the following rights from the Lease:

- A. All timber rights, rights for oil and gas, geothermal rights, mineral rights, easements and rights-of-way, fee title to the Leased Premises, and title to all appurtenances and improvements placed thereon by the Lessor.
- B. The right to grant easements over the Leased Premises, providing said easements do not conflict in a material way with the approved improvements installed and maintained or operated by the Lessee upon the Leased Premises.
- C. The right to require that changes are made to the sanitation or other facilities for the protection of public health, safety or preservation of the Leased Premises.
- D. The right to issue leases for exploration and development of oil, gas, geothermal and mineral resources or any other lease, so long as such other use does not materially interfere with the authorized use under this Lease.
- E. To reserve, as its sole property, any and all water from any source arising on state land and to hold the water rights for any beneficial use that may develop as a result of this Lease.
- F. Right of ingress and egress over and across the herein described premises for itself and its assigns on existing roads or suitable alternative roads provided by the Lessee.

16. Lessee's Default.

- A. Lessee's breach of any of the terms of this Lease is a default and is a basis for termination of the Lease. Lessor shall provide Lessee written notice of the breach or violation and, if applicable, the corrective action required of Lessee. The notice shall specify the reasonable time to make a correction or cure the violation or breach. If the corrective action or cure is not taken within the specified time or does not occur, then the Lessor or Lessor's designee shall cancel the Lease effective on the date specified in the written termination notice, provided, however, that the notice shall be provided to Lessee no later than thirty (30) calendar days prior to the effective date of such termination.
- B. Lessee agrees to relinquish possession of the Leased Premises upon cancellation of the Lease with all permanent improvements thereon in good order and condition. In addition to the rights and remedies specifically granted to Lessor under this Lease, Lessor shall have such other rights and remedies as against Lessee as may be available at law or in equity, and Lessor's pursuit of any particular remedy for breach or default shall not, in and of itself, constitute a waiver or relinquishment of any other available claim of Lessor against Lessee.

17. Notices.

- A. All notice(s) including, but not limited to, a change in address, given in connection with the Lease shall reference the Lease number, shall be in writing and shall be delivered either by hand or by regular United States Mail to Lessor at the address listed in the Summary of Lease Provisions, and to Lessee at the address listed in Summary of Lease Provisions.
- B. Any notice or correspondence mailed to Lessee at the last identified address shall be deemed effective delivery. It is the Lessee's duty to notify Lessor, in writing, of any change in Lessee's mailing address.

18. Waiver.

The waiver by the Lessor of any breach of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of any past, present, or future breach of the same or any other term, covenant, or condition of this Lease. The acceptance of rent by the Lessor hereunder shall not be construed to be a waiver of any term of this Lease. No payment by the Lessee of a lesser amount than shall be due according to the terms of this Lease shall be deemed or construed to be other than a partial payment on account of the most recent rent due, nor shall any endorsement or statement of any check or letter accompanying any payment be deemed to create an accord and satisfaction.

19. Attorneys' Fees and Costs.

In the event either party to this Lease shall institute a lawsuit of any kind under this Lease or action is taken by either party to obtain performance of any kind under this Lease, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys fees, accountants fees and appraisers fees and fees of other experts, incurred therein by the prevailing party, including all such costs and expenses incurred with respect to an appeal and such may be included in the judgment entered in such action.

20. Officials, Agents and Employees Not Personally Liable.

In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or obligation contained in this Lease, express or implied, nor for any statement, representation or warranty made in connection herewith.

21. Miscellaneous.

- A. Modification. The Lease Provisions, excluding the rent adjustments, may be modified only by the prior written consent of the authorized representatives of the Lessor and Lessee.
- B. Complete Statement of Terms. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease, shall be deemed to enlarge, limit, or otherwise effect the operation of this Lease.
- C. Lessee's Non-Discrimination. Lessee shall not discriminate against any person because of race, creed, religion, color, sex, national origin or disability.
- D. Paragraph Headings. The paragraph headings, titles, and captions used in this Lease are not to be construed as interpretations of the text but are inserted for convenience and reference only.
- E. Entire Agreement. This Lease contains the entire agreement between the parties as of the date concerning the subject matter hereof and supersedes all prior agreements. The execution of this Lease has not been induced by either party, or any agent of either party, by representations, promises, or undertakings whatsoever between the respective parties concerning this Lease except those which are expressly contained herein.
- F. Governing Law and Forum. This Lease shall be construed in accordance with and governed by the laws of the State of Idaho and the parties consent to the jurisdiction of Idaho State Courts located in Ada County in the event of any dispute with respect to this Lease.
- G. Binding on Heirs and Successors. It is understood and agreed that all terms, covenants, and conditions hereof shall be binding upon the approved subleases, approved assignees and Lessee's heirs or successors in interest.
- H. Severability. In the event any provision of this Lease shall be held invalid or unenforceable according to law, for any reason whatsoever, then the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.
- I. License/Authorizations. Lessee shall be responsible for paying any fees for any license or authorizations that may be required from other entities as required in the course of doing business as it relates to this Lease.

This Lease (including the Summary of Lease Provisions, Lease Provisions, Signature Pages, and all Attachments) is made and entered into by and between the State of Idaho, acting by and through the Lessor, and Lessee.

LESSOR SIGNATURES

COUNTERSIGNED: STATE BOARD OF LAND COMMISSIONERS OF THE STATE OF IDAHO

Secretary of the State of Idaho

President of the State Board of Land Commissioners
and Governor of the State of Idaho

Director of the Department of Lands

STATE OF IDAHO)

:s

COUNTY OF ADA)

On this _____ day of _____, in the year _____, before me, a Notary Public in and for said State, personally appeared C. L. "Butch" Otter, known to me to be the president of the State Board of Land Commissioners of the State of Idaho and the Governor of the State of Idaho; and Ben Yursa, known to me to be the Secretary of the State of Idaho and Thomas M. Schultz, Jr., known to me to be the Director, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Notary Public: _____

Commission Expiration: _____

LESSEE SIGNATURE(S)

x _____
(Lessee/Company)

x _____
(Lessee/Company)

x _____
(Lessee/Company)

x _____
(Lessee/Company)

STATE OF _____)

:s

COUNTY OF _____)

(SEAL)

On this _____ day of _____, in the year _____, before me _____, a Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that he (she) (they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Notary Public: _____

Commission expires: _____

ATTACHMENT A
SPECIAL TERMS AND CONDITIONS

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ATTACHMENT B
LEGAL DESCRIPTION OF LEASED PREMISES

ATTACHMENT C

SITE MAP(S)

ATTACHMENT D

GROSS RECEIPTS REPORT FOR 20_____
State of Idaho Lease B#####
LESSEE NAME: LESSEE NAME
USE: MOORAGE

[Annual Report and Payment are DUE on or before APRIL 1st of the Subsequent Year]

In accordance with the terms of this Lease, whether or not gross receipts rent is due, Lessee shall provide to Lessor a verified report of gross receipts for the previous calendar year. Said report and any rental due thereunder shall be due by April 1 of each year.

▶ **TOTAL GROSS RECEIPTS** (Enter on Line 1) \$ **Line 1**

▶ **TOTAL GROSS RECEIPTS CALCULATION**
Total Gross Receipts x 3.75%
(Multiply Line 1 by 0.0375 and enter on Line 2) \$ **Line 2**

▶ **ADJUSTED GROSS RECEIPTS — PUBLIC ACCESS DISCOUNT**
 INSERT 25% -OR- 50% per lease Rent Provision. Discount Calculation
1. Line 2 x 0.INSERT 25 -OR- 50 per lease provision = Discount (Enter on Line 3) \$ **Line 3**
2. Line 2 Minus Line 3 = Adjusted Gross Receipts (Enter on Line 4)

ADJUSTED GROSS RECEIPTS: \$ **Line 4**

▶ **GROSS RECEIPTS DUE**
1. If amount on Line 4 is greater than the base rent of **\$INSERT RENT AMOUNT**, subtract base rent from Line 4; enter amount on Line 5.
2. If amount on Line 4 is equal to or less than the base rent of **\$INSERT RENT AMOUNT**, enter -zero- on Line 5.

SUBMIT PAYMENT FOR THIS AMOUNT: \$ **Line 5**

Please mail the completed form to the IDL Area Office that administers this lease at:

**Area Office
Address
City, State Zip**

***** Area and Bureau Office Use Only *****

(IDL Date Stamp)

Form Distribution: Bureau Copy

ATTACHMENT D

GROSS RECEIPTS REPORT FOR 20_____
State of Idaho Lease B#####

LESSEE NAME: _____
USE: SHIP STORE

[Annual Report and Payment are DUE on or before APRIL 1st of the Subsequent Year]

In accordance with the terms of this Lease, whether or not gross receipts rent is due, Lessee shall provide to Lessor a verified report of gross receipts for the previous calendar year. Said report and any rental due thereunder shall be due by April 1 of each year.

▶ TOTAL GROSS RECEIPTS (Enter on Line 1)

\$ Line 1

▶ TOTAL GROSS RECEIPTS CALCULATION

Total Gross Receipts x 3.75%
(Multiply Line 1 by 0.0375 and enter on Line 2)

\$ Line 2

▶ GROSS RECEIPTS DUE

- 1. If amount on Line 2 is greater than the base rent of \$INSERT RENT AMOUNT, subtract base rent from Line 2; enter amount on Line 3.
- 2. If amount on Line 2 is equal to or less than the base rent of \$INSERT RENT AMOUNT, enter - zero- on Line 3.

SUBMIT PAYMENT FOR THIS AMOUNT:

\$ Line 3

SIGNED: _____

DATE: _____

Please mail the completed form to the IDL Area Office that administers this lease at:

Area Office
Address
City, State Zip

***** Area and Bureau Office Use Only *****

(IDL Date Stamp)

Form Distribution: Bureau Copy