

USE AGREEMENT
Lake Havasu Metropolitan Planning Organization

This Use Agreement (“Agreement”) is made and entered into _____, 2026, by and between Lake Havasu City, Arizona (“City”) and the Lake Havasu Metropolitan Planning Organization (“LHMPO”).

Recitals

City operates its Transit Division in a Federal Transit Administration (“FTA”) funded building located at 900 London Bridge Road, Lake Havasu City, Arizona (“Building”).

City, with permission from FTA, is making available a portion of the Building, further described as 493 square feet of the space for transit related use at the Lake Havasu City Transit Building, Building B (“Premises”).

LHMPO desires to use the Premises based upon the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. Term.

City agrees to allow the LHMPO to use the Premises for a ten-year term beginning January 30, 2026, and ending January 30, 2036.

2. Use.

The use of the Premises is for the operation of the Lake Havasu Metropolitan Planning Organization office.

3. Indemnification.

Each party (as “Indemnitor”) agrees to indemnify, defend, save and hold harmless the other party (as “Indemnitee”) from and against any and all claims, losses, liability, costs or expenses including reasonable attorney’s fees, arising out of an act, omission, negligence, misconduct of the Indemnitor, its officers, officials, agents, employees, or volunteers.

4. Insurance.

LHMPO shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises.

The insurance must be with a company licensed to transact business in the State of Arizona.

The insurance policies required by this Agreement shall name Lake Havasu City, its agents, representatives, officers, directors, officials and employees as Additional Insureds. LHMPO agrees that the insurance required hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

5. Damage rendering property untenable.

In the event that the Premises becomes untenable due to damage from (not by limitation) flood, fire, accident or acts of God, City has the option to restore or repair the premises or to terminate this Agreement entirely.

6. Assignment.

LHMPO may not assign its rights or interests in this Agreement.

7. Improvements.

LHMPO shall not construct any permanent improvements to the Premises without the prior written consent of the City and at the end of the Agreement by termination or otherwise the title to any improvements automatically vests in the City. LHMPO agrees to keep the Premises free and clear from any liens for services, construction, or otherwise.

8. Termination.

This Agreement may be terminated, upon a material breach of its terms by the LHMPO, and failure to cure the breach upon thirty (30) days' written notice from City. This Agreement may also be terminated by the City, at any time, with or without cause upon six (6) months' written notice. LHMPO may terminate this Agreement by giving at least thirty (30) days' written notice to the City. It may be otherwise terminated upon the written mutual consent of the parties.

9. Notice.

Any notice required or permitted under this Agreement or required by law is considered sufficiently given or served if sent by United States certified mail, return receipt requested, and delivered to the following:

If to City to:

Lake Havasu City Manager
2330 McCulloch Blvd., N.
Lake Havasu City, AZ 86403

If to LHMPO to:

Lake Havasu Metropolitan Planning Organization

MPO Director
900 London Bridge Road, Transit Bldg.
Lake Havasu City, Arizona 86404

10. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter.

11. Conflict of Interest

This Agreement may be cancelled pursuant to Arizona Revised Statutes § 38-511.

12. Counterparts

This Agreement may be executed in multiple counterparts, including facsimile, email, or other electronic means, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of the date written above.

Lake Havasu MPO

Lake Havasu City

By:

By:

Its:

Its:

Date

Date

ATTEST:

ATTEST:

Sarah Lojewski, LHMPO

Kelly Williams, City Clerk

Approved as to form:

Approved as to form:

LHMPO Attorney

Kelly Garry, City Attorney