

**REAL PROPERTY LEASE FOR MR TMA VEHICLE STORAGE AND SOUTH SIDE TRANSPORTATION DEMAND MANAGEMENT FACILITIES**

**I. PARTIES** This real property lease agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between **The University of Montana (UM)**, a state entity organized pursuant to the laws of the State of Montana, as “Lessor,” and the **Missoula Ravalli Transportation Management Association (MR TMA)**, a non-profit corporation organized pursuant to the laws of the State of Montana, as “Lessee.”

**II. PREMISES (A)** Lessor leases to Lessee the following real property located in the southern portion of Dornblaser Field in the City of Missoula: A tract of land located in the West ½ Southwest ¼ Northwest ¼ of Section 34, Township 13 North, Range 19 West, P.M.M.

(B) The premises shall be used solely as a transportation demand management center, including vehicle (van) storage and park-and-ride facilities.

(C) This lease is subject to any existing public utility or other easements on the real property.

(D) Lessee is responsible for the payment of any and all utility costs arising from Lessee’s occupation or use of the TDM facility premises. Lessor is responsible for the payment of any and all utility costs attributable to the park-and-ride area.

(E) Lessee is responsible for the administration, management, and control of the TDM facilities and operations during the lease period.

(F) Lessor’s activities on or near the premises shall not impede transit operations at any time during the lease.

**III. TERM AND RENEWAL (A)** Lessee shall have the right to possess, control, manage, and administer the leased premises for transportation demand management center purposes for a term of twenty (20) years, ending September 30, 2046, at the rate of two dollars (\$2) per year, provided the premises continue to be used as a transportation demand management center and Lessee complies with all terms of this lease. No further lease extensions will be allowed after September 30, 2046. At the end of the lease period in September 30, 2046, Lessee will transfer ownership of the structures to the Lessor for the sum of one dollar.

**IV. MAINTENANCE OF PREMISES (A)** Lessee shall keep the van storage and TDM center facilities in good repair and in a safe, healthy condition for public use during the term of the lease. Any required roof replacement, mechanical and electrical system replacement due to age, wear out or end of useful life of system shall be performed punctually and without delay by Lessee. Upon termination or abandonment, Lessee shall surrender the premises to Lessor in good condition, ordinary wear and tear excepted. Office equipment and supplies will continue to be the property of Lessee, unless other terms are negotiated.

(B) Lessor shall keep the park-and-ride facility in good repair and in a safe, healthy condition for public use during the term of the lease, including responsibility for ice and snow removal and general maintenance, ordinary wear and tear excepted.

**V. PARKING** Lessor and Lessee shall provide nonexclusive parking on the premises for the benefit of the general public, including University students and faculty, vanpoolers, carpoolers, Mountain Line riders, and other alternative transportation users.

If the community wishes to use the entire lot for non-conflicting special events, they must provide written notice to both parties at least fifteen (15) days in advance for approval.

**VI. SIGNS AND ADVERTISING** All signs shall comply with applicable building and Missoula County sign regulations. Lessor and Lessee shall jointly handle informational signage directing the public to facilities and usage. Any commercial advertising that directly supports or benefits the facility or service shall be jointly determined by Lessor and Lessee.

**VII. SUBLETTING OR ASSIGNMENT** Neither party shall sublet or assign any interest or rights in this lease or the premises for retail or park-and-ride purposes without the prior written consent of the other party.

**VIII. COMPLIANCE WITH LAWS** Lessee shall comply with all applicable laws, ordinances, rules, and regulations relating to the use and occupancy of the premises. Lessee shall operate a drug-free workplace. Lessee shall indemnify and hold Lessor harmless from any violations of laws or ordinances by Lessee.

**IX. INDEMNIFICATION** Lessee agrees to indemnify, hold harmless, and defend Lessor against any actions, liabilities, judgments, costs, damages, and expenses arising from Lessee's use of the premises or operations conducted there, including acts of Lessee's agents, contractors, or subcontractors. All property of Lessee on the premises is at Lessee's risk.

**X. ASSESSMENTS** Lessee and Lessor shall equally share responsibility for paying any special improvement district assessments (such as street lighting or sidewalks) assessed during the lease period.

**XI. TERMINATION** (A) If Lessee ceases using the premises as a transportation demand management center during the lease period the Federal Transit Administration will determine if another FTA grantee or sub-grantee will occupy the facility until September 30, 2046. Any other FTA grantee or sub-grantee is subject to approval by the Lessor. No explicit or implicit rights are granted to the FTA, which is not party to this lease agreement.

(B) Lessee may terminate the lease upon 120 days' written notice to Lessor.

(C) In the event of any breach by Lessee, Lessor may terminate upon written notice, giving Lessee thirty (30) days to cure the breach.

**XII. NOTICES:** Notices shall be sent to: **Lessor:** Director, Facilities Services, Building 32, University of Montana, Missoula, MT 59812 **Lessee:** Executive Director, Missoula Ravalli TMA, 2820 S. Higgins Avenue, Missoula, MT 59801

**XIII. SEVERABILITY** If any provision of this lease is held invalid, the remaining provisions shall remain in full force and effect.

**XIV. BINDING ON SUCCESSORS** This lease binds the parties and their respective successors and assigns.

**LESSOR:** \_\_\_\_\_ Jameel Chaudhry, Director of Facilities  
University of Montana

**LESSEE:** \_\_\_\_\_ Lyn Hellegaard, Executive Director Missoula  
Ravalli TMA

**ATTEST:** \_\_\_\_\_