

**COLORADO RIVER INDIAN TRIBES
ANNUAL LEASE
RESIDENTIAL HOMESITE**

THIS LEASE AGREEMENT is made and entered into on the ____ day of _____, 20____, by and between the COLORADO RIVER INDIAN TRIBES, hereinafter referred to as “LESSOR,” whose address is 26600 Mohave Rd., Parker, AZ 85344, and _____ collectively hereinafter referred to as “LESSEE,” whose address is: _____.

1. LAND DESCRIPTION

A. Witnesseth, that for and in consideration of the rents, covenants, and agreements hereinafter provided, the Lessor hereby lets and Leases unto the Lessee land and premises described as follows, to wit “one lot as delineated on the attached exhibit,

_____ ,
subject to all rights-of-way or easements as now exist or may be granted by the Lessor in the future.”

B. Lessee hereby acknowledges that the title and right to possession of said lands is and has at all times during Lessee’s past occupancy and/or use thereof been vested in the United States of America, hereinafter referred to as United States, now held in trust for the Colorado River Indian Tribes hereinafter called “the Tribes.” Lessee abandons and relinquishes any and all right, title and interest to any mining claims located thereon.

2. TERM OF LEASE

A. The term of this agreement shall be on an annual basis commencing on the date of approval by the Secretary of the Interior or his designee, and ending on 31st day of December, 20____. The Lease will automatically renew annually at the end of the initial term and each one-year term thereafter for a new one-year term unless and until either party delivers a written notice of cancellation of the Lease at least 30 days prior to renewal of the Lease agreement. However, in no event will the Lease agreement be automatically renewed after the term ending December 31st, 20____. The Lessee and Lessor agree to conduct good faith negotiations regarding the entering into of a new Lease prior to the expiration of the final renewal of this Lease on December 31st, 20____.

B. “Delivers” for the purpose of this Lease means:

(1) Lessee may:

- a.** Send by certified mail the notice of termination to Lessor's designated agent at its business offices located at: 28700 Shea Rd., Parker, AZ 85344; or
- b.** Hand deliver the notice of termination to the Lessor's designated agent at its realty offices located at: 28700 Shea Rd., Parker, AZ 85344.

(2) Lessor may:

- a.** Send by certified mail the notice of termination to Lessee's address of record which is: _____; or
- b.** Post the notice of termination at the Lessee's residence located on the Leased property and described in Section 1 above.

C. Should Lessee fail to quit the Leased premises after the expiration of the 30-day written notice period, Lessor may enforce the remedies available pursuant to the default provision of the agreement.

D. It is Lessee's sole responsibility to provide written notice to the Lessor of any change in address. Notice needs to be sent to only one Lessee where Lessee consists of more than one person.

3. RENT

A. Lessee, in consideration of the covenants contained, herein agrees to pay rent in the total amount of _____ dollars (\$ _____) annually. The first payment is due upon Lessee's execution of the Lease agreement and annually thereafter on January 1, 20____. The first payment due shall be based upon a pro rata payment for the initial period of this Lease, from the date Lessee executes the Lease agreement to December 31, 20____.

B. It is understood and agreed between the parties hereto that if any installment of rent is not paid on or before the due date, interest at the rate of one and one-half percent (1.5%) per month shall become due and payable and will run until said rental is paid.

C. In the event that this Lease is terminated for cause pursuant to any provisions hereof, no refund of prepaid rent will be due or payable.

D. Rent due under this Lease shall be reviewed, if renewed after the initial term, in five-year intervals and may result in an increase in rent at that time in consideration of current market and economic conditions. Both parties shall negotiate any rental increase in good faith. Any increase in rent shall be executed in writing as an addendum to this Lease. Failure of the parties to reach an agreement as to any proposed increase in annual rent

within sixty (60) days of the review date shall be cause for the immediate termination of the Lease.

4. PLACE OF PAYMENT

Rental shall be paid by Lessee to Lessor without demand by personal delivery at the Colorado River Indian Tribes Realty Office located at 28700 Shea Rd., Parker, AZ 85344 or by mailing to the following address: 28700 Shea Rd., Parker, AZ 85344, or such other place as Lessor may, from time to time, indicate in writing to the Lessee.

5. LESSEE IS JOINTLY AND SEVERALLY LIABLE

Each Lessee agrees that they shall be jointly and severally liable for rent and for performance of each and every term, condition and covenant herein contained. Each Lessee agrees that notice or demand provided to any one of them individually shall constitute and be deemed demand upon and notice to all Lessees as of the date of mailing, posting or personal delivery.

6. SECURITY DEPOSIT

A. Lessor acknowledges receipt of _____dollars (\$_____). It is agreed that the sum is not made in payment of rent, but is to be retained by Lessor as security for the full and faithful performance of all the terms and conditions of this Lease.

B. Lessor may, in its sole discretion, but in no event shall be obligated to, apply the security deposit on rents or other charges in arrears or on damages for failure to perform the terms and conditions of the Lease by Lessee. The Lessor's right to possession of the Leased premises for non-payment of rent or for any other reason shall not in any way be affected by this security deposit.

C. The security deposit is to be returned to Lessee at the expiration or earlier termination of this Lease, if not applied toward the payment of rent or other charges in arrears, or toward the payment of damages suffered by Lessor as a result of any breach of the terms and conditions of this Lease by Lessee, including any costs incurred by Lessor as a result of damages to the Leased premises caused by Lessee. In no event will the security deposit be returned until the Lessee has vacated the leased premises and delivered possession to the Lessor.

D. The Lessor shall not be obligated to hold the security deposit in a separate fund, but may mix the security deposit with other funds of the Lessor. No interest shall be paid to Lessee on said security deposit.

7. USE OF PREMISES

A. The Leased premises shall be used solely for the use and occupancy by the Lessee named herein and his immediate family only, for single family residential occupancy. In no event shall Lessee Lease the total occupancy of the Leased premises to exceed the number which will create a potential safety or health hazards or nuisance to other Lessees.

B. If the residence is a mobile home, no storage shall be allowed under Lessee's mobile home. The mobile home shall be attractively enclosed by skirting. Lessee shall not cause or Lease any alteration or modification of the Leased premises or any construction thereon without the prior, written approval of Lessor.

C. Lessee shall not use the Leased premises in any manner which may vitiate the insurance or increase the rate of insurance on the Leased premises. Any other use of the Leased area by the Lessee or any other person or persons without the express written authorization of the Lessor shall be cause of immediate termination of this Lease, without recourse or right of appeal on the part of the Lessee.

8. RIGHT OF ENTRY FOR INSPECTION AND MAINTENANCE OF PREMISES

A. Lessor reserves the right to enter the Leased premises at reasonable times to inspect them, to perform required maintenance and repairs, or to make additions or alterations that do not materially interfere with Lessee's enjoyment of the Leased premises. This provision shall not imply any duty on the part of the Lessor to make any such repairs or inspections.

B. All parts of buildings and improvements exposed to perimeter properties including river frontage shall be kept in a clean, sanitary, neat, and attractive condition and shall present a pleasant appearance.

C. Lessee shall construct, maintain, and repair all fences, walks, sewers, sewer connections, drains, driveways, sidewalks, and other improvements which may be required at any time by law or Tribal ordinances to be constructed, maintained, and repaired upon or adjoining, or in connection with or for the use of said premises, or any part thereof. Lessee shall make any and all additions to or alterations in the buildings and structures erected on said premises which may be required by law and shall otherwise observe and comply with any and all public laws, ordinances, and regulations for the time being applicable to said premises. Lessee shall, at its sole expense, repair and replace all damage caused by Lessee or its agents, employees, invitees or licensees.

D. Lessee shall indemnify and save harmless the Lessor and the United States Government against all claims, actions, or damages by reason of Lessee's failure to keep and maintain said premises and the buildings and improvements thereon as provided above, or by reason of Lessor's non-observance of any law, or ordinance, or regulation applicable thereto.

9. PARKING, GARBAGE, NUISANCES, AND PETS

A. All vehicles to be parked, kept and maintained by Lessee or Lessee's guests shall be parked or kept on the Leased premises only in those areas that are specifically designated for that purpose. Any vehicle not parked or kept properly in the designated areas shall be subject to impoundment, and Lessee shall be solely responsible for all attendant charges and fees. In no event, shall vehicles be kept on the Leased premises which are disabled or unsightly.

B. Disposal of garbage, rubbish or other waste materials on the Colorado River Indian Tribes at places which have not been designated by the Lessee for that purpose is prohibited. Garbage shall be kept in animal and insect proof containers and screened from public view. Garbage shall be disposed of not less often than weekly, or should a commercial garbage disposal service be available to the general area, it shall be mandatory for Lessee to subscribe to such service and the cost thereof shall be borne by said Lessee. Lessee shall not burn any trash or garbage at any time in or about the Leased premises.

C. Lessee covenants and agrees not to perform any acts or carry on any practices which may be a nuisance or disturbance of the peace and quiet enjoyment of other Lessee's in the general area.

D. Lessee is prohibited from keeping domesticated fowl and animals except for household pets. The maintenance of pets on the premises shall be restricted to those which do not create a neighborhood disturbance, nuisance, sanitation, or safety problem. Any animal Leased to be kept on the Leased premises pursuant to this Section shall be restrained in such appropriate manner as to prevent it from causing damage or injury to any person or property or creating a nuisance.

10. FACILITIES AND UTILITIES

Lessee shall, at his own expense, install sewage facilities in accordance with approved specifications and laws. All services and utilities shall be paid for by Lessee and must be contracted or arranged directly between Lessee and the appropriate utility companies. Hookups for all utilities and services, including electricity, gas, water and sewer, are the responsibility of Lessee, and all associated costs, including labor and materials, are the responsibility of Lessee.

11. RIVER AND WATER USE

A. Lessor will not be responsible for or furnish or supply any water to Lessee.

B. Lessee may, at his own expense, divert or pump from the mainstream of the Colorado River such quantities of water, not exceeding the aggregate 0.4 acre feet per annum, as may reasonably be required by Lessee for the purpose of this Lease and for beneficial use on those lands within the Colorado River Indian Reservation specified within Section 1

of this Lease. Any use of such water for any other purpose or at any place other than that Leased shall be cause for immediate termination of this Lease. This Section only applies to those Leases which provide for river frontage.

C. Notwithstanding any other provision in this Lease, the taking of water from the mainstream shall be terminated or curtailed upon issuance of a notice from the Secretary of the Interior or the Colorado River Indian Tribes or any orders or decrees modifying or amending the water rights of the Colorado River Indian Tribes.

D. No construction, alteration, or modification of the natural river channel to accommodate boat docks, boat ramps, or landings or any other construction shall be constructed by the Lessee or his assignee or designee without an approved Lease from the United States Army Corps of Engineers, Los Angeles District, 915 Wilshire Blvd., Suite 980, Los Angeles, CA 90017/P.O. Box 532711, Los Angeles, CA 90053, a copy of which shall be furnished to the Secretary and the Lessor.

E. This Lease is issued upon the express condition and with the express covenant that all rights of the Lessee based thereon shall be subject to and controlled by the Colorado River Compact, approved by the Act of December 21, 1928 (45 Stat. 1057) and other applicable laws and court decrees.

12. POLLUTION

A. The Lessee will comply fully with all applicable Tribal and Federal laws, orders, and regulations, and the laws of the State of California, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, groundwater or water courses with respect to pollution of any kind of the discharge of refuse, garbage, sewage effluent, oil, mineral salts or other pollutants. Any contract Lessee may have entered into with a third party will contain a similar water pollution article.

B. The Lessee shall, during the construction of permanent improvements on the Leased premises, install wherever necessary as required by Lessor and Secretary, anti-pollution devices which will reduce the harmful effects to the surrounding areas, from the creation of pollution, including but not limited to, air, water, soil, and aesthetic view pollution.

C. The anti-pollution devices installed as a result of this clause are required to conform to the laws and ordinances of the Colorado River Indian Tribes and the United States of America and best management practices governing the installation and quality of said devices. Failure on the part of the Lessee to abide with the terms of Section 12 shall subject this Lease to termination according to the provisions contained in Section 23(c).

13. TAXES AND ASSESSMENTS

A. Lessee shall pay, when and as the same become due and payable, all taxes, general and special assessments and other like charges, including any and all licenses, fees, or charges properly assessed, which may be levied, assessed, or imposed during the term of

this Lease upon or against the Leased land and all interests therein and improvements and other property thereon to which either Lessee or Lessor may be liable in relation thereto; and Lessee agrees to protect and hold harmless Lessor and Leased premises, the United States of America and all interests therein and improvements thereon from any and all such taxes, assessments, and charges and from any lien therefore or sale other proceedings to enforce payment thereof.

B. Upon written application, Lessee shall furnish to Lessor for inspection and for such use as may be proper for the protection of Lessor's interest in the Leased property, written evidence duly certified, that any and all taxes required to be paid by Lessee hereunder have been paid, satisfied, or otherwise discharged. Lessee shall have the right to contest any asserted tax or assessment against the property by posting bond to prevent enforcement of any lien resulting therefrom.

C. Lessor shall execute and file any documents requested by Lessee with reference to real estate tax exemption of the land.

D. In addition to the rents, taxes, and other charges herein provided, Lessee shall pay all charges for water, sewage, gas, electricity, telephone, and other utility services supplied to and used on said premises.

E. Lessor shall have the option to pay any lien or charge payable by Lessor under this Lease, or settle any action therefore if the Lessee, after written notice from the Lessor, fails to pay or to post bond against enforcement. All costs and other expenses incurred by the Lessor in so doing shall be paid to Lessor by Lessee upon demand, with interest at the rate of eighteen percent (18%) per annum from the date of payment until repaid. Default in such repayment shall constitute a breach of the covenants of this Lease.

14. ASSIGNMENT/SUBLETTING (prior written consent of Lessor required)

A. Subject to the conditions contained in this paragraph, Lessee shall not convey, assign, mortgage, or sublet the whole or any part of the Leased premises, nor Lease the use of the whole or any part of the Leased premises by any licensee, without Lessor's prior written consent. This prohibition shall be construed to include a prohibition against any assignment or subletting by operation of law, assignment for the benefit or creditors, voluntary or involuntary bankruptcy or reorganization, or otherwise, without the prior written consent of Lessor. Any such attempted assignment or subletting shall be null and void. In the event of a subLease, Lessee shall remain liable and responsible for the performance of all the terms, covenants and conditions of this Lease. The filing of voluntary or involuntary bankruptcy by Lessee shall constitute an automatic default entitling Lessor to invoke the default remedies set forth herein.

B. Any subLease, assignment or other transfer of this Lease, regardless of duration, shall be in writing and contain a provision that the sub-Lessee, assignee or other successor in interest, agrees to be bound by each and all of the covenants and condition of this Lease. A copy of any Lease, assignment or transfer of this Lease shall be filed with

the Lessor. The acceptance of any rental payments by Lessor from an alleged assignee or sub-Lessee shall not constitute approval of the assignment or subletting of this Lease by the Lessor, and the consent by Lessor to one assignment or subletting of the Leased premises shall not constitute a waiver of Lessor's rights hereunder.

C. Lessor reserves a right of first refusal on the transfer of the Lease and any improvements located on the premises. If Lessee receives and accepts a bona fide offer for the transfer of the Lease and/or improvements, Lessee must provide written notice to the Lessor of the accepted offer, the purchase price, and any other terms. Lessor will then have the option to exercise the right of first refusal by agreeing to meet the accepted purchase price and other terms of the offer, if applicable. Lessor must exercise the right of first refusal within thirty (30) of receiving written notice of the accepted offer or it will be deemed waived.

D. A condition of any assignment or subletting is the agreement of the parties that Lessor shall receive the full and complete rental payment of subtenant or assignee. It is the intent and understanding of the parties to this agreement that the Lessee shall not receive any monetary benefits, in excess of the actual rental obligation of Lessee, as agreed between the original Lessee and Lessor through a subLease or assignment to a third party, except at Leased within Section E below.

E. If Lessee conveys, assigns, mortgages, pledges or encumbers this Lease, or sublets the whole or any part of the Leased premises, or Leases the use of the whole or any part of the Leased premises by any licensee without complying with the provisions of this Agreement pertaining to such transactions, Lessee shall be in default under this agreement. Lessee recognizes that such default will cause damages to Lessor and hereby agrees to pay to the Lessor the amount of \$1,000 (One Thousand Dollars) as liquidated damages in the event of such default in addition to payment of the fee set forth in Section 14(F). The damages provided for by this paragraph shall be in addition to and not in lieu of other remedies available to Lessor in the event of a default under this agreement.

F. Prior to any assignment or subLease of Lessee's interest in this agreement, Lessee shall pay to Lessor, in addition to all other amounts payable under this agreement, the sum of fifteen percent (15%) of the consideration paid to Lessee for the transfer or one thousand five hundred dollars (\$1,500), whichever is greater, as and for a non-refundable transfer fee. Lessee agrees that failure to provide the actual amount received in consideration for a proposed transfer will result in damages of three (3) times the transfer fee that would have been assessed based on the actual, correct amount of consideration.

G. Notwithstanding any other provision of this Lease, Lessor reserves the right to refuse or withhold consent for a transfer of the Lease for any grounds which, in the judgment of the Lessor, may result in or cause a detriment, loss, or harm to the Lessor. Lessor also reserves the right to conduct a background check regarding the criminal history and credit-worthiness of any potential transferee.

15. SIGNS AND ADVERTISING

Lessee shall not erect or display on the rented premises any commercial sign without prior written consent of Lessor.

16. UNLAWFUL CONDUCT

Lessee agrees that it will not use or Lease to be used any part of said premises for any unlawful conduct or purposes whatsoever; that it will not use or Lease to be used any part of said premises for the manufacture, or sale of intoxicating liquors or beverages in violation of this clause by Lessee, or with its knowledge, any such use shall render this Lease void at the option of the Secretary or Lessor.

17. RELINQUISHMENT OF SUPERVISION BY THE SECRETARY OF THE INTERIOR

Nothing contained in this Lease shall operate to delay or prevent a termination of federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of this Lease; however, such termination shall not serve to abrogate this Lease. The owners of the land and the Lessee and his surety or sureties shall be notified of any such change in the status of the land. While the Leased premises are in trust or restricted status, all of the Lessee's obligations under this Lease, and the obligations of their sureties, are to the United States as well as to the Lessor.

18. SURRENDER OF PREMISES BY LESSEE

A. At the expiration or termination of this agreement for any reason, Lessee shall peaceably and without legal process yield up immediate possession of the Leased premises to Lessor in good condition usual wear and tear and Acts of God excepted. Should Lessee fail to do so, whether by lapse of time or in any other manner, Lessee shall pay as liquidated damages from the time which possession is withheld \$400 (Four Hundred Dollars) per day; or an amount equal to double the rental rate stipulated to in this agreement. These remedies shall not operate to deny Lessor any other remedy provided Lessor either in this agreement or by law for regaining the possession of the Premises from Lessee.

B. No improvement can be made to the Leased premises by Lessee without prior written consent of the Lessor. All improvements erected upon the Leased premises by Lessee shall be removed by Lessee, at the Lessee's sole expense prior to surrender of possession to Lessor, or fifteen (15) days after any earlier termination as provided for in this Agreement. If Lessee fails to remove such property as required under this agreement, such property becomes the property of Lessor. Lessor may keep and use or dispose of the property in its sole discretion without any liability on the part of Lessor and may charge the cost of any such removal, storage or disposition to Lessee.

C. Lessee shall surrender the Leased premises in good condition, reasonable wear and tear expected. Lessee will insure that the Leased premises shall be in an orderly and

clean condition, free of rubbish or other debris. Lessee shall restore the Leased premises to the condition in which the premises were received by Lessee.

19. DELIVERY OF POSSESSION BY LESSOR

This agreement shall not be rendered void or voidable by the inability of Lessor to deliver possession of the Leased premises to Lessee at the beginning of the Lease term, nor shall any inability to deliver possession of the Leased premises render Lessor liable to Lessee for any damages or losses suffered by Lessee as a result. If Lessor cannot deliver possession of the Leased premises, there shall be a proportionate reduction of rent covering the period of time from the beginning of the Lease term until the time when Lessor can deliver possession.

20. SEVERABILITY

Waiver of one breach of a term, condition, or covenant of this agreement by Lessor shall be limited to the particular instance and shall not be deemed to waive past or future breaches of the same or other terms, conditions or covenants.

21. TERMINATION

A. Any party may cancel this agreement at any time, without cause, by thirty (30) days prior written notice to the other party before the end of each annual renewal as provided in Section 2.

B. Lessor may terminate this agreement immediately in the event of default as provided within Sections 23 and 24.

C. The right to terminate this Lease in an event of breach shall not be construed as a waiver of the Lessee of any rights to secure compliance with the terms of this Lease.

22. HOLDOVER

Holding over by the Lessee after the termination of this Lease shall not constitute a renewal or extension hereof or give the Lessee any rights hereunder or in or to the Leased premises.

23. EVENT OF DEFAULT

The occurrence of any of the following shall constitute an event of default under this Lease.

A. Failure of Lessee to pay rent when due or any other sum herein required to be paid by Lessee, and the continuance of such failure for five (5) days after written notice from the Lessor. If within one year of giving such notice Lessee subsequently fails to pay rent again when due Lessor may immediately proceed with any available remedies;

B. Abandonment or misuse of the Leased premises by Lessee. Abandonment shall be defined and the property retaken as outlined within Colorado River Indian Tribes Resolution No. 66-94, “A Resolution to Adopt Procedure Regarding Abandonment of Tribal Property by Tenant”; or

C. Lessee’s failure to perform any other covenant or condition of this agreement within fifteen (15) days after written notice and demand. If within one year of giving such notice Lessee subsequently fails to perform or breaches any other covenant or condition again, Lessor may immediately proceed with any available remedies Leased by law and/or under the terms of the Lease.

24. REMEDIES OF LESSOR FOR DEFAULT BY LESSEE

A. Upon the occurrence of an event of default, Lessor shall have the right, then or at any time thereafter, and while such event of default shall continue and, in addition to and not in lieu of any other remedies, relief or rights available to Lessor at law or equity or contained in this agreement, to do any of the following:

- 1) Lessor may cure the default and charge Lessee for the costs of such cure, which charge shall be due and payable as rental under this Agreement immediately upon written notice to Lessee; or
- 2) Lessor may distrain for rent due and shall have a valid and first lien on all property of Lessee, as security for the payment of the rent reserved under this agreement; or
- 3) Lessor may terminate this agreement and any tenancy created and re-enter the Leased premises, or any part thereof and repossess and enjoy the Leased premises as before this agreement, without prejudice to any remedies which might be otherwise used or the recovery of damages resulting from Lessee’s default under this agreement. The right to terminate is exercisable by a written notice to Lessee, which written notice may be part of a notice of default previously delivered to Lessee, and as such, may be conditioned upon Lessee’s failure to cure the default and the event of default. The termination may be made effective as of the event of default, or thereafter and, if not otherwise specified, will be deemed to be effective immediately. Upon such termination and forfeiture, Lessor shall be entitled to and may take immediate possession of the Leased premises, any other notice or demand being hereby waived. Lessee further agrees that Lessor may expel, remove and haul Lessee’s personal property from the Leased premises, using such force as may be reasonably necessary to do so and without being liable for the damages therefore in connection therewith. Lessor’s termination of this agreement does not, however, release Lessee from liability for rentals then overdue or remaining under the Lease but shall operate to accelerate the entire balance of the term rental, which shall become immediately due and payable by Lessee along with all overdue rentals and charges.

B. Nothing contained in this Lease shall be construed as in any manner abridging, limiting, or depriving the United States or the Tribes of any means of enforcing any remedy either at law or in equity for the breach of any of the provisions hereof which they would otherwise have, including but not limited to, the remedies available within 25 CFR §162.619-623, Colorado River Indian Tribes Ordinance No. 04-06, Property Code, and Colorado River Indian Tribes Resolution No. 66-94 “A Resolution to Adopt Procedure Regarding Abandonment of Tribal Property by Tenant,” as amended from time to time.

25. RESERVATION LAWS AND ORDINANCES AND CONSENT TO JURISDICTION

Lessee, guests of Lessee, Lessee’s employees and agents, and sub-Lessees and their employees and agents hereby agree to abide by all laws, regulations and ordinances of the Colorado River Indian Tribes, now or hereafter in force and effect. Lessee, its employees and agents and sub-Lessees and their employees and agents hereby consent to the jurisdiction of the Colorado River Indian Tribes and the Tribal Court of said Tribes. Such jurisdiction shall include, but not be limited to, jurisdiction to levy fines and enter judgments for compensatory and punitive damages and injunctive relief, in connection with activities conducted by Lessee, sub-Lessees and agents on the Colorado River Indian Reservation or which have a proximate (legal) effect on persons or property on said Reservation.

26. NON-LIABILITY OF LESSOR, INDEMNITY

Neither the Lessor nor the United States Government, nor its officers, agents, and employees shall be liable for any loss, damage, injury or death of any kind whatsoever to the person or property of the Lessee or of any other person whomsoever caused by the use of the Leased premises or by any defect in any structure erected thereon or arising from any accident, fire or from any other casualty on said premises or from any other cause whatsoever and Lessee as a material part of consideration for this agreement hereby waives on Lessor’s behalf all claims against Lessor and/or the United States Government and agrees to hold Lessor and/or the United States Government free and harmless from liability for all claims for any loss, damage, injury or death arising from the use of the Leased premises by the Lessee, together with all costs and expenses in connection therewith.

27. LEASE BINDING

This Lease and the covenants, conditions, and restrictions hereof shall extend to and be binding upon the successors, heirs, assigns, executors, and administrators of the parties hereto.

28. NO WAIVER OF IMMUNITY

Nothing in this agreement shall be construed to affect or be deemed a waiver of immunity by the Colorado River Indian Tribes.

IN WITNESS WHEREOF, the parties executed this Lease Agreement on the Colorado River Indian Reservation the day and year first above written.

Lessor
COLORADO RIVER INDIAN TRIBES

Lessee
Printed Name: _____

Chairman, Eldred Enas

Pursuant to that authority delegated to the Assistant Secretary-Indian Affairs by 209 D.M. 8.1 to the Deputy Assistant Secretary-Indian Affairs (operations) by 209 D.M. 8.3 to the Area Director by 10 BIAM 3.1 and to the Superintendent by 10 BIAM 11.

Approved: _____
Superintendent
Colorado River Agency

Date Approved: _____